



**MARSHALLTOWN
MORE THAN EVER**

**CITY OF MARSHALLTOWN CITY COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 WEST STATE STREET
JULY 28, 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

F. CONSENT AGENDA

1. Approve Minutes 07/14/25 Meeting and Bill List \$1,385,483.57
2. Approve Alcohol License Renewals
3. Approve Device Retailer Renewal Application for Depot Liquor & Grocery at 114 N Center St; Eastside Liquor & Grocery at 1116 E Nevada St; Lounge on Main at 19 W Main St
4. Receipt of Building and Trade Permit Report - June
5. Resolution Approving the Renewal of a 28E Agreement By and Between the City of Marshalltown, Iowa, and the State of Iowa Veterans Home, Relating to Fire Protection Services, July 1, 2025-June 30, 2026

6. Resolution Approving a 28E Agreement between the City of Marshalltown and the Middle Iowa Watershed Management Authority
7. Resolution Approving a Contract Between the City of Marshalltown and Sports Facilities Companies for the Completion of a Youth and Adult Recreational Sports Master Plan
8. Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Shops at Marshalltown LLC, Including Annual Appropriation Tax Increment Payments
9. Resolution Ordering Construction for the 21 W. Main Doghouse Project, #PRC21022, Setting Public Hearing on Proposed Plans, Specifications, Form of Contract and Opinion of Probable Cost and Directing Publication of Notice to Bidders
10. Resolution Setting a Public Hearing for an Official Zoning Map Amendment for 708 Noble Street, 709 E Linn Street, and 711 E Linn Street (Ordinance 15109)

G. MOTIONS

1. Motion to approve a 5-day Class C Retail Alcohol License with Outdoor Service for Midnight Ballroom for a Rodeo on 8/9/25 at the Central Iowa Fairgrounds with a temporary license premise change for CIF
2. Motion to approve a new Class C Retail Alcohol License with Outdoor Service, The Fletcher House Speakeasy, 202 E Church Street

H. RESOLUTIONS

1. Resolution Authorizing the Use of Council-Designated Local Option Sales Tax for a Professional Services Agreement with Iowa EMS Consultants for the Emergency Medical Services Consolidation Feasibility Study and Implementation Plan
2. Resolution Approving a Comprehensive Plan Amendment for 708 Noble Street, 709 E Linn Street, and 711 E Linn Street
3. Resolution Approving Task Order 1 Between the City of Marshalltown and McClure Engineering Company for the Airport Master Plan and Layout Plan Update for the Marshalltown Municipal Airport, being Project ARP25001
4. Public Hearing and Resolution to Approve Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 3
5. Public Hearing and Resolution Approving Plans, Specifications, Form of Contract and Cost for the 2020 Derecho CDBG-DR Tree

Replanting Project, in the City of Marshalltown, Iowa, Being Project No. PRK24-002

6. Public Hearing and Resolution Approving 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
7. Public Hearing and Resolution Approving 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

I. ORDINANCES

1. Ordinance 15108 to Amend the Code of Ordinances, City of Marshalltown, Iowa, Chapter 133 Offenses Concerning Minors - 3rd Reading
2. Ordinance 15109 to Amend the Official Zoning Map for Lot 12, Block 1, Woods Addition to Marshall, Marshall County, Iowa and the North 90 feet of Lot 1 and All of Lot 2, Block 2, Binford and Webster's Addition to Marshall, Marshall County, Iowa From Medium Density Residential Zoning District to General Industrial Zoning District - First Reading

J. DISCUSSION

1. Review of Development Landscaping Standards
2. Update Regarding 2025 Property Maintenance Code Project
3. Request by TIG Distributing, Inc. for a Tax Increment Financing (TIF) Incentive for Business Expansion
4. Fiscal Year 2027 Budget Discussions
5. Discussion Regarding Changes to West End Park Phase II
6. Request by Marshalltown Company to Vacate E Linn Street Between S 8th Avenue and the Railroad Tracks
7. Request by Dennis Olson to Vacate Parcel 8418-36-402-010, a Parcel Located Along Jackson Street Near the Intersection With S 13th Avenue

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
JULY 14, 2025

Mayor Pro-Tem Ladehoff called the meeting to order at 5:30 PM, July 14, 2025, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call–Present: Melisa Fonseca (via Go-To-Meeting), 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 Mark Mitchell to approve the consent agenda: Approve Minutes 06/23/25 Meeting and Bill List \$2,872,691.32; Approve Alcohol License Renewal for Casey's #1564, 1009 W Lincoln Way and Casey's #3508, 108 Iowa Ave W; 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; 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; Resolution Approving Contract Change Order #8 for the Riverview Park Phase 1 Project, #PRK23001, a Decrease of \$51,769.00; Resolution Approving Contract Change Order #3 for the Water Plaza Project #PRK22004, an Increase of \$9,144.00; 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; 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; 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; 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. Motion carried 7-0.

MOTIONS

Motion by Mike Ladehoff, second by Gary Thompson, to approve a new Retail Tobacco Permit and Device Retailer Permit for Smoke & Vape at 901 South Center Street. Motion carried 5-2, Mark Mitchell and Jeff Schneider dissenting.

RESOLUTIONS

Motion by Jeff Schneider, second by Barry Kell, to approve 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. Carol Webb, City Administrator, advised that it will be funded through council-designated local option sales tax. Motion carried 7-0.

Motion by Jeff Schneider, second by Greg Nichols, to approve 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. Chris Jones, Chief of Police, advised that this is a collaborative association of multiple municipal law enforcement agencies from nine central Iowa counties, and would allow us to expand our overall resources. Motion carried 7-0.

ORDINANCES

Motion by Jeff Schneider, second by Mark Mitchell, to adopt the second reading of Ordinance 15108 to Amend the Code of Ordinances, City of Marshalltown, Iowa, Chapter 133 Offenses Concerning Minors. Motion carried 7-0.

DISCUSSION

Kasey Hutchinson from Johnson County Planning, Development, and Sustainability, and Stephen Beck, City Administrator in Belle Plaine presented information on the Middle Iowa Watershed Management Authority. MIWMA is a group of cities, counties, and soil and water conservation districts working toward watershed improvements with a focus on improving water quality, habitat, and reducing flood risks. They were awarded a watershed planning grant from the Iowa Department of Natural Resources to develop a comprehensive watershed management plan, which will address stakeholder concerns with water quality, flooding, and degrading habitat. Public comment was provided in support of joining the MIWMA. Motion by Greg Nichols, second by Barry Kell, to bring forward a 28E agreement with the Middle Iowa Watershed Management Authority. Motion carried 7-0.

Matt Garber with CGA Properties LLC presented a request to the council to reconsider their stance on requiring property owners to pay all costs associated with relocating private facilities from under sidewalk vaults within the right-of-way related to the downtown reconstruction project. Mr. Garber received an estimate of \$58,322.81 to relocate his building utilities. Carol Webb, City Administrator, advised the council had approved the following options at the 6/12/23 meeting: (1) Retain the vault and 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 the vault, and the property owner pays to relocate utilities from the vault. The City pays for vault demolition, foundation stabilization, waterproofing, and sidewalk reconstruction. (3) Hybrid option 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. Councilor Thompson advised that it was not their intent to put a burden on business owners. Councilor Schneider suggested a 50% cost-share option be reviewed for moving the utilities from the right-of-way. Staff will contact affected property owners to gather cost information for further council review. Public comment was provided.

Heather Thomas, Public Works, presented the findings from the HVAC study for the City Hall building at 24 N Center Street. The current boiler system is shared with the YSS building at 22 N Center Street and is 30 years old, and 80% of the cooling capacity is over 50 years old, and the building has no ventilation air. Option 1 is to install a steam boiler and keep the existing cooling system, estimated at \$217,000. Option 2 is to replace cool-only systems with cool/heat systems and ventilation, estimated at \$382,000. Option 3 is to replace cool-only systems with heat pump

cool/heat systems and ventilation, estimated at \$522,000. The option was also presented to relocate staff and sell the building. The council expressed interest in getting more information on the costs associated with vacating the building. Carol Webb, City Administrator, advised that she would review options with staff and provide an update to the council. Public comment was provided.

ADJOURNMENT

The meeting adjourned at 7:02 pm.

Respectfully Submitted,

CITY OF MARSHALLTOWN, IOWA

Alicia Hunter

Alicia Hunter, City Clerk

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 07/28/25

Advertising

FirstIntBank/2 1,395.99

Buildings/Improvements

Menards/2 8.98

Consulting & Professional Fees

Bernie.Lowe/1 46.31
Bolton&Menk.Inc/3 93,171.50
FirstIntBank/1 75.00
Hawkeye Poly/1 350.00
Howard.R.Green/3 14,640.51
Iowa.One.Call/3 1,881.40
Lynch.Dallas.PC/11 7,526.91
Marshall.Co.Art/1 32,500.00
Stanley.Consult/1 5,118.00

Contracts

AAA.Septic/2 445.00
Amrca.Test.Ctr/6 2,945.00
AVERY,L/1 6,300.00
BG.HVAC.INC/3 661.65
Chamber.Commerc/1 14,086.68
City.Laundering/2 170.95
Construct/2 26,461.00
EO Johnson Co/2 631.54
Fastenal.Co/1 -28.64
FirstIntBank/4 395.20
Hansen,S/1 415.00
Impact.7G.Inc/1 18,773.63
Iowa.Hometown.S/12 1,964.35
Jensen.Inc/2 40,909.00
Karl.Chevrolet/1 45,944.60
Lansing.Bros/6 136,377.77
Marsh.Co.Landfi/2 412.00
Menards/1 15.96
Mtn.Wtrwrks/1 28.00
Prairie Waste/10 919.97
Premier.Equip/1 392.40
Schendel.Pest.C/7 225.36
ServiceMaster/1 1,934.00
The Shredder/1 54.00
Thermo Systems/1 4,246.00
TOMETICH.ENGR/1 5,412.00
WW.Grainger/3 258.59
Xerox Corp/3 280.02

Library Books

Baker & Taylor/18 1,950.10
BRODART.CO/4 1,063.58
Cengage.Learn/5 301.38
CenterPoint.Prn/1 23.97
FirstIntBank/24 1,234.07
OVERDRIVE,INC./1 6,921.84
Scholastic/1 98.00

Medical

Bernie.Lowe/1 1,078.64
Health.Partners/2 57,709.64
Unity Point-Occ/1 42.00

Payroll.Net

Payroll/1 484,835.20

Refund/Reimbursed

Amaya, Ivan/1 22.38
Baker & Taylor/3 52.79
Brodin, Mike/1 31.70
Bryan, Shannon/1 52.15
Cast Aval, Yesi/1 14.95
Cengage.Learn/1 24.74
FirstIntBank/8 -8.71
Garcia, Alejand/1 16.99
Garcia,A/1 34.90
Health.Partners/1 -14,487.11
Markham,Tim/1 57.19
Seberger.C/1 10.99
Vasquez, Lucero/1 185.00
Weintraub, Dor/1 39.99

Rents/Leases

JBL.COOP.Assn/1 451.00

Service/Repairs

AAA.Septic/1 100.00
Airgas USA Inc/1 80.40
Augspurger,Just/2 1,160.00
BG.HVAC.INC/2 581.25
Cline, Troy/14 6,580.00
Cooksey,Kurishi/1 31.00
Electric.Supply/6 1,552.69
Fink,K/1 31.40
FirstIntBank/90 9,023.62
Granite Telecom/34 1,871.17
Hogeland.Auto.P/1 300.00
IA.Treasurer/3 18,304.59
LARRY'S.TOWING/1 300.00
LENZ,D/1 825.00
McAtee.Tire/3 607.00
McFarland.Cl/1 245.52
Menards/6 97.53
Mtn.Wtrwrks/3 8,872.03
Science.Center/1 450.00
T.S.Y.S./2 582.36
Unity Point-Occ/2 42.00
Weblinx/1 750.00
Weitzell,R/1 64.00

Sewer

Mtn.Wtrwrks/2 101.12

Supplies/Parts

Arnold.Motor/12 607.80
Atlantic.Bottli/1 1,539.33
Augspurger,Just/1 1,257.00
BDH/1 43.41
Bitumnous/2 963.87
Bound.Tree.Medi/3 1,239.78
Browns.Shoe.Fit/2 205.98
Cessford/5 8,889.60
City.Laundering/4 216.05

BILL LIST 07/28/25

Cntrl.IA.Distr/2	1,209.00	Collection.Svs./5	1,161.75
CTI Ready Mix/4	2,259.00	Colonial.Life/1	271.49
Cummins.Service/1	741.07	Fidelity Securi/2	470.14
Daves Marine/1	354.70	FirstIntBank/8	-111.38
Diamond Vogel/1	297.28	I.M.W.C.A/1	11,837.00
Fastenal.Co/3	124.97	I.R.S./8	117,653.53
FirstIntBank/123	20,782.51	IA.Treasurer/2	17,086.81
Galls.LLC/3	525.54	ICMA457Mission/11	14,508.98
Gervich.Sons/2	40.00	TotalAdmin.Serv/5	8,032.15
Gillig.LLC/6	1,672.21	Total/780	1,385,483.57
Grimes.Asphalt/1	2,813.25		
IA.Pump.Works/1	2,626.80		
Interstate Batt/1	337.90		
Kimball Midwest/1	961.79		
Kwik.Trip/3	454.85		
LARRY'S.TOWING/1	345.00		
Marsh.Co.Engr/24	18,769.52		
Martin.Marietta/1	364.15		
McAtee.Tire/3	4,184.36		
Menards/17	1,835.13		
Microbac Lab/1	382.50		
Midland.Scienti/3	530.01		
Mini Melts of A/1	1,761.90		
Napa.Auto/4	304.29		
Nelson.Fab/1	491.01		
Nine Square Ft/1	20.00		
Northern.Lights/1	1,458.56		
Office.Express/1	179.97		
Rasmusson.Svc/2	1,083.15		
Sams.Club/1	454.30		
Strands/1	357.76		
Thiesens.Supply/15	903.47		
Thompsons True/1	25.98		
Tri.State.Lock/1	12.00		
Tube Pro Inc/1	2,979.00		
Vajgrt.R/1	183.18		
Weitzell,R/1	33.76		
Witmer.Public.S/1	38.51		
WW.Grainger/2	54.93		
Taxes Paid			
IA Dept Revenue/1	122.23		
IA.Treasurer/1	464.51		
Travel/Training			
Bowermaster,D/1	7.79		
CottinghamButle/1	550.00		
FirstIntBank/18	2,463.18		
Ortiz-Diaz,Adan/1	30.00		
Utilities			
Alliant.Energy/43	59,187.84		
ConsumersEnergy/3	365.63		
I.R.U.A./1	179.44		
Mtwn.Wtrwrks/22	2,504.80		
WoodRiver.Enrgy/2	61.46		
Wage Assignment			
American.Educa./1	64.41		

BILL LIST 07/28/25

Account Number	Vendor Name	Description (Item)	Amount
001.4030.5342.000	AAA Septic Service Inc	West End Park 7/7-8/6	\$ 175.00
001.4030.5342.000	AAA Septic Service Inc	Mega-10 rentals	\$ 270.00
690.8050.5380.000	AAA Septic Service Inc	Fisher community center	\$ 100.00
110.2010.5380.000	Airgas USA Inc	Street dept rentals	\$ 80.40
001.1030.5481.000	Alliant Energy	2801 S 12th St EMG Sirens	\$ 29.55
001.2020.5481.000	Alliant Energy	N 18th Ave Bridge	\$ 33.49
001.4030.5481.000	Alliant Energy	Riverview Park East side	\$ 360.98
001.4030.5481.000	Alliant Energy	402 Woodland St Bath House	\$ 2,350.44
001.4030.5481.000	Alliant Energy	802 S 3rd St Skate Park	\$ 24.30
001.4030.5481.000	Alliant Energy	1103 S 12th Ave Judge Park	\$ 30.18
001.4030.5481.000	Alliant Energy	407 Marion St	\$ 12.41
001.4030.5481.000	Alliant Energy	801 Woodland St Shop	\$ 70.93
001.4030.5482.000	Alliant Energy	402 Woodland St Bath House	\$ 49.57
001.4030.5482.000	Alliant Energy	402 Woodland St Reunion Hall	\$ 34.65
001.4030.5482.000	Alliant Energy	905 E Main St Park Shop	\$ 34.65
001.4030.5482.000	Alliant Energy	402 Woodland St Comm Bldg	\$ 34.65
110.2010.5481.000	Alliant Energy	905 E Main PW Bldg	\$ 1,667.92
110.2030.5481.000	Alliant Energy	407 Player St Bridge Light	\$ 83.45
110.2030.5481.000	Alliant Energy	HWY 14 & HWY 30 Street lights	\$ 81.71
110.2030.5481.000	Alliant Energy	211 S 9th St Front Terrace	\$ 24.95
110.2040.5481.000	Alliant Energy	S Center St & W Berle	\$ 50.44
110.2040.5481.000	Alliant Energy	219 Westwood flashing lights 6/17-7/18/25	\$ 24.97
110.2040.5481.000	Alliant Energy	E Anson St & 4th Ave	\$ 24.97
110.2040.5481.000	Alliant Energy	5 N 5th St & State St	\$ 24.97
110.2040.5481.000	Alliant Energy	N 18th Ave & E Main St	\$ 35.99
110.2040.5481.000	Alliant Energy	13 S 13th St & Main St	\$ 52.19
110.2040.5481.000	Alliant Energy	S 12th Ave & Olive St	\$ 49.18
110.2040.5481.000	Alliant Energy	S Center St North of Mall	\$ 59.68
110.2040.5481.000	Alliant Energy	N 3rd Ave & State St	\$ 147.68
110.2040.5481.000	Alliant Energy	W Southridge Rd & Center	\$ 50.83
110.2040.5481.000	Alliant Energy	S Center St & Hibbs Blvd	\$ 54.21
110.2040.5481.000	Alliant Energy	Riverside Dr & 3rd Ave	\$ 39.76
110.2040.5481.000	Alliant Energy	502 E Southridge Rd	\$ 23.44
610.8015.5481.000	Alliant Energy	N 3rd Ave River Sign	\$ 25.11
610.8015.5481.000	Alliant Energy	Riverview Park liftstation	\$ 5,359.41
610.8015.5481.000	Alliant Energy	1001 Woodland St Water Pollution	\$ 39,008.66
610.8015.5481.000	Alliant Energy	402 N 10th Ave JBS	\$ 24.95
610.8015.5482.000	Alliant Energy	1001 Woodland St Disp Plant	\$ 4,105.26
610.8016.5481.000	Alliant Energy	608 Turner St Pump Station	\$ 485.56
610.8016.5481.000	Alliant Energy	S 12th Ave corner of E Main St	\$ 203.23
610.8016.5481.000	Alliant Energy	Marion St - WPCP	\$ 247.38
610.8016.5481.000	Alliant Energy	1511 Rolling Meadows Rd	\$ 301.40
610.8016.5482.000	Alliant Energy	1001 Woodland St Shed	\$ 34.65
690.8050.5481.000	Alliant Energy	905 E Main PW Bldg	\$ 1,111.94
740.8065.5481.000	Alliant Energy	301 N 18TH AVE LIFTSTATION	\$ 2,161.90
740.8065.5481.000	Alliant Energy	N 3rd Ave - WPCP	\$ 471.09
750.8070.5481.000	Alliant Energy	901 Woodland St Compost Pile	\$ 85.16
610.8015.5980.000	Amaya, Ivan	Sewer refund filled pool	\$ 22.38
999.1121.000	American Education Services	Wage withholding	\$ 64.41
001.4030.5344.000	AMERICAN TEST CENTER INC	Annual aerial equipment testing	\$ 240.00
001.6050.5344.000	AMERICAN TEST CENTER INC	Annual aerial equipment testing	\$ 330.00
110.2010.5344.000	AMERICAN TEST CENTER INC	Annual aerial equipment testing	\$ 975.00
110.2030.5344.000	AMERICAN TEST CENTER INC	Annual aerial equipment testing	\$ 240.00
110.2040.5344.000	AMERICAN TEST CENTER INC	Annual aerial equipment testing	\$ 240.00
690.8050.5344.000	AMERICAN TEST CENTER INC	Annual aerial equipment testing	\$ 920.00
001.4030.5562.000	Arnold Motor Supply	Parks vehicle part	\$ 10.31
110.2010.5600.000	Arnold Motor Supply	Street 65 hydraulic fittings	\$ (39.48)
110.2010.5600.000	Arnold Motor Supply	Hydraulic fittings stock	\$ 58.81
110.2010.5600.000	Arnold Motor Supply	Street dept transmission fluid	\$ 29.96
110.2010.5600.000	Arnold Motor Supply	Puma tractor hydraulic fittings	\$ 71.29

110.2010.5600.000 Arnold Motor Supply	Puma Tractor 65 hydraulic fittings	\$	19.35
110.2010.5600.000 Arnold Motor Supply	Street 65 hydraulic fittings	\$	88.36
110.2010.5600.000 Arnold Motor Supply	Puma tractor 65 hydraulic fittings	\$	132.54
110.2010.5600.000 Arnold Motor Supply	Puma tractor 65 hydraulic fittings	\$	38.69
110.2010.5600.000 Arnold Motor Supply	Street dept oil dry	\$	24.21
110.2010.5600.000 Arnold Motor Supply	Street shop hydro fittings	\$	134.57
690.8050.5718.000 Arnold Motor Supply	Transit brake spring fork tool	\$	39.19
760.8080.5608.000 Atlantic Bottling Co	Aquatic Center concession resale	\$	1,539.33
110.2010.5410.000 Augspurger, Justin	Street service calls and repairs	\$	1,015.00
110.2010.5565.000 Augspurger, Justin	Street service calls and repairs	\$	1,257.00
110.2070.5410.000 Augspurger, Justin	Street service calls and repairs	\$	145.00
740.8065.5342.000 Avery, Lars	Spring treatment	\$	6,300.00
001.1099.5342.000 B&G HVAC INC	PD drain back up serviced	\$	258.15
110.2010.5342.000 B&G HVAC INC	PW Bldg HVAC repairs	\$	201.75
610.8015.5410.000 B&G HVAC INC	WPCP Locker & break rooms AC repair	\$	250.00
690.8050.5342.000 B&G HVAC INC	PW Bldg HVAC repairs	\$	201.75
740.8065.5387.000 B&G HVAC INC	18th Ave lift station AC service call	\$	331.25
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	249.93
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	118.87
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	36.47
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	71.08
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	14.39
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	56.49
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	32.48
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	308.41
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	347.55
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	72.37
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	16.53
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	18.53
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	264.84
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	184.82
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	17.10
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	88.05
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	34.19
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	18.00
170.4010.5734.000 Baker & Taylor Inc	Christen memorial book	\$	18.60
170.4010.5734.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	17.09
170.4010.5734.000 Baker & Taylor Inc	memorial books	\$	17.10
001.4065.5600.000 BDH INFORMATION TECHNOLOGY LLC	Set up Coliseum projector	\$	43.41
881.1050.5230.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$	46.31
881.1050.5339.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$	1,078.64
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$	420.94
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$	542.93
363.2012.5233.000 Bolton & Menk Inc	Quiet Zone Implementation 5/24-6/30/25	\$	3,827.50
363.2012.5233.000 Bolton & Menk Inc	Pro Serv - State Street Recons 5/24-6/30/25	\$	6,455.00
364.2012.5233.000 Bolton & Menk Inc	Increase	\$	82,889.00
001.1050.5630.000 Bound Tree Medical LLC	FD I-gel, extrication collar, wrap	\$	175.03
001.1050.5630.000 Bound Tree Medical LLC	FD pulse oximeter, splint, Yankour suction handle	\$	149.01
001.1050.5630.000 Bound Tree Medical LLC	FD aspirin, I-gel, lube, suction cups	\$	915.74
001.1010.5464.000 BOWERMASTER, DANE M	meal during training	\$	7.79
030.4010.5732.000 Brodart Co	Juvenile books	\$	144.43
030.4010.5732.000 Brodart Co	Juvenile books	\$	103.97
030.4010.5732.000 Brodart Co	Juvenile books	\$	594.60
030.4010.5732.000 Brodart Co	Juvenile books	\$	220.58
610.8015.5980.000 Brodin, Mike	Sewer refund outside hose left on	\$	31.70
001.1050.5132.000 BROWNS SHOE FIT CO	FD employee boots	\$	79.99
001.1050.5132.000 BROWNS SHOE FIT CO	FD employee boots	\$	125.99
610.8015.5980.000 Bryan, Shannon	Sewer refund filled pool	\$	52.15
001.4010.5980.000 Castellanos Avaloz, Yesica	returned lost book	\$	14.95
170.4010.5732.000 Cengage Learning Inc	Tye Grant books	\$	88.47
170.4010.5732.000 Cengage Learning Inc	Tye Grant books	\$	20.99
170.4010.5732.000 Cengage Learning Inc	Tye grant book	\$	20.99
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$	83.22
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$	87.71

170.4010.5734.000 Cengage Learning Inc	Kothenbeutel memorial book	\$	24.74
170.4010.5732.000 Center Point Large Print	Tye Grant book	\$	23.97
001.4010.5600.000 Central Iowa Distributing Inc	Library -hand foam, bags, vac hose, bath tissue	\$	525.00
610.8015.5600.000 Central Iowa Distributing Inc	WPCP toilet paper, towels, gloves, cleaner	\$	684.00
110.2010.5620.000 Cessford	Street dept crushed rock	\$	886.20
110.2010.5620.000 Cessford	Street dept crushed rock	\$	2,972.40
110.2010.5620.000 Cessford	Street dept crushed rock	\$	1,351.05
110.2010.5620.000 Cessford	Street dept crushed rock	\$	852.45
110.2010.5620.000 Cessford	Street dept crushed rock	\$	2,827.50
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$	29.29
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$	141.66
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$	97.75
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$	38.30
690.8050.5132.000 CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$	40.00
690.8050.5132.000 CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$	40.00
001.1075.5261.000 Cline, Troy	5 E Grant clean up	\$	180.00
001.1075.5261.000 Cline, Troy	land fill fee	\$	55.00
001.1075.5263.000 Cline, Troy	Creekside development	\$	1,435.00
001.1075.5263.000 Cline, Troy	1218 E Madison & 602 N 4th Ave nuisance mowings	\$	330.00
001.1075.5263.000 Cline, Troy	Nuisance contract mowings	\$	770.00
001.1075.5263.000 Cline, Troy	601 E South st	\$	1,650.00
001.1075.5263.000 Cline, Troy	705 W Main	\$	310.00
001.1075.5263.000 Cline, Troy	503 Woodbury	\$	220.00
001.1075.5263.000 Cline, Troy	615 N 5th Ave	\$	220.00
001.1075.5263.000 Cline, Troy	7 1/2 S 6th St	\$	165.00
001.1075.5263.000 Cline, Troy	107 S 6th St	\$	310.00
001.1075.5263.000 Cline, Troy	818 S 5th Ave	\$	110.00
001.1075.5263.000 Cline, Troy	12 S 13th St & 112 N Center nuisance mowings	\$	220.00
001.1075.5263.000 Cline, Troy	702 Woodbury and 405 E Main mow/ trim	\$	605.00
999.1121.000 Collection Services Center	Child Support	\$	139.77
999.1121.000 Collection Services Center	Child Support	\$	423.86
999.1121.000 Collection Services Center	Child Support	\$	101.59
999.1121.000 Collection Services Center	Child Support	\$	102.11
999.1121.000 Collection Services Center	Child Support	\$	394.42
999.1133.000 Colonial Life	COLONIAL LIFE INSURANCE	\$	271.49
363.2012.5342.000 CONSTRUCT INC	STR21004 State St Rec 6/10/25-6/16/25	\$	17,200.00
740.8065.5342.000 CONSTRUCT INC	Emergency Storm Sewer repairs-	\$	9,261.00
110.2030.5481.000 Consumers Energy Coop	City of Marshalltown 6/1-7/1/25	\$	216.27
110.2040.5481.000 Consumers Energy Coop	City of Marshalltown 6/1-7/1/25	\$	78.22
110.2040.5481.000 Consumers Energy Coop	City of Marshalltown 6/1-7/1/25	\$	71.14
184.5030.5246.000 Cooksey, Kurishia	Utility assistance	\$	31.00
001.1050.5475.000 Cottingham & Butler Insurance Services Inc	Civil service reviews- Fire Capt/ Lieutenant	\$	550.00
610.8016.5600.000 CTI Ready Mix Inc	804 W Boone Sanitary manhole box out repair	\$	277.00
740.8065.5600.000 CTI Ready Mix Inc	Joan Terr & Benjamin Dr	\$	930.00
740.8065.5600.000 CTI Ready Mix Inc	Joan Terr & Benjamin Dr	\$	775.00
740.8065.5600.000 CTI Ready Mix Inc	1001 Woodland St	\$	277.00
690.8050.5565.000 CUMMINS Sales & Service	Transit 181 doser injector and gasket	\$	741.07
001.1050.5413.000 Daves Marine and Sports	Fire dept boat motor repair	\$	354.70
001.4030.5611.000 Diamond Vogel	Parks brown paint	\$	297.28
001.1050.5410.000 Electric Supply of Marshalltown	Fire dept steam shower repairs	\$	38.34
001.4045.5410.000 Electric Supply of Marshalltown	Aquatic Center repairs	\$	7.72
110.2030.5410.000 Electric Supply of Marshalltown	Median street lights meter socket	\$	852.92
140.4030.5410.000 Electric Supply of Marshalltown	Little League Park electrical repairs	\$	228.61
364.4030.5410.000 Electric Supply of Marshalltown	Riverview Park camera materials	\$	106.08
364.4030.5410.000 Electric Supply of Marshalltown	Linn Creek Trail Bridge meter relocate	\$	319.02
184.5030.5344.000 EO Johnson Co Inc	Housing copies Contract KB-CONT3935-01	\$	0.71
184.5030.5344.000 EO Johnson Co Inc	Housing copies Contract KB-CONT5401-01	\$	630.83
001.4030.5611.000 FASTENAL COMPANY	Parks supplies	\$	3.92
110.2010.5600.000 FASTENAL COMPANY	Street dept part	\$	3.10
364.2020.5342.000 FASTENAL COMPANY	Parking lot T Light pole and heads return	\$	(28.64)
610.8015.5600.000 FASTENAL COMPANY	Cutting wheels	\$	117.95
999.1125.000 Fidelity Security Life Insurance	VISION INSURANCE	\$	322.62
999.1125.000 Fidelity Security Life Insurance	VISION INSURANCE	\$	147.52
001.4010.5360.000 FINK, KATHRYN S	PM Express mailing	\$	31.40

001.1010.4875.000 First Interstate Bank	bank/ vendor savings program	\$	(0.46)
001.1010.4875.000 First Interstate Bank	bank/ vendor savings program	\$	(0.97)
001.1010.4875.000 First Interstate Bank	MC hotel network bank/ vendor savings	\$	(5.15)
001.1010.4875.000 First Interstate Bank	Caseys bank/ vendor savings program	\$	(0.36)
001.1010.4875.000 First Interstate Bank	Caseys bank/ vendor savings program	\$	(0.53)
001.1010.4875.000 First Interstate Bank	Trex Mart bank/ve	\$	(0.36)
001.1010.4875.000 First Interstate Bank	Caseys bank/ vendor savings program	\$	(0.66)
001.1010.4875.000 First Interstate Bank	Fuelman Fuel rebate	\$	(0.22)
001.1010.5132.000 First Interstate Bank	Amazon PD employee clothing	\$	104.00
001.1010.5132.000 First Interstate Bank	Patrol hand cuffs	\$	146.19
001.1010.5230.000 First Interstate Bank	Transunion intel requests	\$	75.00
001.1010.5280.000 First Interstate Bank	CANVA DIGITAL CREATOR MONTHLY SUBSC	\$	14.99
001.1010.5280.000 First Interstate Bank	IA Secretary of State Bowermaster notary renewal	\$	30.00
001.1010.5280.000 First Interstate Bank	IA Secretary of State notary Accola	\$	30.00
001.1010.5360.000 First Interstate Bank	MONTHLY ONLINE SERVIE	\$	20.99
001.1010.5370.000 First Interstate Bank	VISTA PRINT BUSINESS CARDS	\$	24.88
001.1010.5460.000 First Interstate Bank	CALIBRE PRESS LIFELINE TRAINING	\$	219.00
001.1010.5460.000 First Interstate Bank	PATC conference registration -Garcia	\$	195.00
001.1010.5460.000 First Interstate Bank	National Tactical Conf registration Weekley	\$	319.00
001.1010.5460.000 First Interstate Bank	National Tactical conf registraion Lageschulte	\$	369.00
001.1010.5461.000 First Interstate Bank	SOUTHWEST AIRLINE-DET LAGESCULTE	\$	382.60
001.1010.5462.000 First Interstate Bank	Hilton Lageschulte hotel during training	\$	105.00
001.1010.5464.000 First Interstate Bank	Jersey Mikes Bowermaster meal during training	\$	24.19
001.1010.5464.000 First Interstate Bank	Bowermaster meal during training	\$	22.23
001.1010.5464.000 First Interstate Bank	Chick-fil-A Bowermaster meal during training	\$	11.82
001.1010.5464.000 First Interstate Bank	Jimmy Johns Bowermaster meal during training	\$	22.97
001.1010.5464.000 First Interstate Bank	Kwik Star Bowermaster meal during training	\$	10.00
001.1010.5464.000 First Interstate Bank	Kwik Star Bowermaster meal during training	\$	7.79
001.1010.5464.000 First Interstate Bank	Kwik Star Bowermaster meal during training	\$	7.86
001.1010.5464.000 First Interstate Bank	PF Changs Bowermaster meal during training	\$	51.56
001.1010.5464.000 First Interstate Bank	Subway Bowermaster meal during training	\$	20.60
001.1010.5464.000 First Interstate Bank	Dicks Bar/Grill Bowermaster meal during training	\$	38.39
001.1010.5465.000 First Interstate Bank	Hampton Inn Bowermaster hotel during training	\$	660.24
001.1010.5465.000 First Interstate Bank	LaQuinta Lageschulte hotel during training	\$	128.67
001.1010.5465.000 First Interstate Bank	Kings Pointe Wolfe hotel during training	\$	201.60
001.1010.5465.000 First Interstate Bank	Osage Casino Hotel Wolken hotel during training	\$	301.74
001.1010.5565.000 First Interstate Bank	Amazon battery charger & maintainer	\$	124.95
001.1010.5570.000 First Interstate Bank	Caseys fuel during training	\$	46.41
001.1010.5570.000 First Interstate Bank	Ayerco fuel during training	\$	28.90
001.1010.5570.000 First Interstate Bank	Caseys fuel during training	\$	36.45
001.1010.5570.000 First Interstate Bank	Loves fuel during training	\$	40.00
001.1010.5570.000 First Interstate Bank	Pilot fuel during training	\$	19.95
001.1010.5570.000 First Interstate Bank	QuiTrip fuel during training	\$	38.65
001.1010.5570.000 First Interstate Bank	RaceTrac fuel during training	\$	40.35
001.1010.5570.000 First Interstate Bank	Caseys fuel during training	\$	53.00
001.1010.5570.000 First Interstate Bank	Caseys fuel during training	\$	65.75
001.1010.5570.000 First Interstate Bank	KwikStar fuel during training	\$	55.02
001.1010.5570.000 First Interstate Bank	Loves fuel during training	\$	36.76
001.1010.5570.000 First Interstate Bank	Pilot fuel during training	\$	37.02
001.1010.5570.000 First Interstate Bank	QuikTrip fuel during training	\$	38.86
001.1010.5570.000 First Interstate Bank	Trex Mart fuel during training	\$	35.97
001.1010.5600.000 First Interstate Bank	PD CLEANING SUPPLIES	\$	117.00
001.1010.5600.000 First Interstate Bank	MEMO PADS AND CLIPS	\$	33.24
001.1010.5600.000 First Interstate Bank	AMAZON PRINTER PAPER	\$	27.96
001.1010.5600.000 First Interstate Bank	BATTERIES FOR PATROL	\$	45.51
001.1010.5600.000 First Interstate Bank	PD WATER FILTERS	\$	84.47
001.1010.5600.000 First Interstate Bank	Amazon - PD Gloves	\$	18.25
001.1010.5600.000 First Interstate Bank	Menards PD landscaping materials	\$	147.96
001.1010.5600.000 First Interstate Bank	Peavey Co crime scene tech supplies	\$	402.92
001.1010.5703.000 First Interstate Bank	Walmart - hard drive	\$	68.00
001.1010.5718.000 First Interstate Bank	AMAZON WEIGHT ROOM EQUIPMENT	\$	23.78
001.1010.5718.000 First Interstate Bank	Glock firearm parts	\$	164.00
001.1050.5132.000 First Interstate Bank	RAGTOP FIRE -DUTY MITTS	\$	158.65
001.1050.5360.000 First Interstate Bank	USPS -CERTIFIED MAIL	\$	9.68

001.1050.5410.000 First Interstate Bank	SEEK THERMAL- IMAGES REPAIR	\$	70.00
001.1050.5450.000 First Interstate Bank	T- MOBILE FIRE DEPT SERVICES	\$	341.80
001.1050.5600.000 First Interstate Bank	EGOTACTICAL PHONE CASE	\$	59.94
001.1050.5600.000 First Interstate Bank	WALMART- FD GATORADES	\$	23.96
001.1050.5600.000 First Interstate Bank	OFFICE EXPRESS- FD DETERGENT	\$	315.35
001.1050.5600.000 First Interstate Bank	STAPLES- TOILET PAPER, TRASH BAGS, DETERGENT	\$	159.73
001.1050.5605.000 First Interstate Bank	VISTAPRINT BUSINESS CARDS - RAUE	\$	41.28
001.1070.5450.000 First Interstate Bank	Verizon Housing cell services	\$	18.50
001.1070.5450.000 First Interstate Bank	Housing Director cell services	\$	11.52
001.1070.5450.000 First Interstate Bank	Monthly service fee	\$	9.90
001.1071.5450.000 First Interstate Bank	Monthly service fee	\$	9.90
001.1071.5450.000 First Interstate Bank	Housing Director cell services	\$	11.52
001.1071.5450.000 First Interstate Bank	Verizon Housing cell services	\$	18.50
001.1071.5450.000 First Interstate Bank	Rental Inspections	\$	71.49
001.1075.5360.000 First Interstate Bank	Endicia postage	\$	300.00
001.1075.5360.000 First Interstate Bank	Endicia postage	\$	300.00
001.1075.5360.000 First Interstate Bank	Endicia postage	\$	300.00
001.1075.5450.000 First Interstate Bank	Verizon Housing cell services	\$	18.50
001.1075.5450.000 First Interstate Bank	Nuisance cell service	\$	71.49
001.1075.5450.000 First Interstate Bank	Housing Director cell services	\$	11.52
001.1075.5450.000 First Interstate Bank	Monthly service fee	\$	9.90
001.1075.5450.000 First Interstate Bank	Nuisance and Parking cell phone	\$	25.29
001.1075.5450.000 First Interstate Bank	Nuisance iPad	\$	41.27
001.1099.5611.000 First Interstate Bank	Safety gear for crack routing	\$	20.96
001.2020.5450.000 First Interstate Bank	Monthly service fee	\$	9.90
001.2020.5450.000 First Interstate Bank	Verizon Housing cell services	\$	18.50
001.2020.5450.000 First Interstate Bank	Housing Director cell services	\$	11.52
001.2020.5450.000 First Interstate Bank	Nuisance and Parking cell phone	\$	25.28
001.4010.5360.000 First Interstate Bank	USPS STAMPS	\$	19.27
001.4010.5360.000 First Interstate Bank	USPS POSTAGE	\$	20.02
001.4010.5360.000 First Interstate Bank	USPS POSTAGE	\$	14.85
001.4010.5360.000 First Interstate Bank	USPS POSTAGE	\$	5.38
001.4010.5360.000 First Interstate Bank	USPS POSTAGE	\$	4.40
001.4010.5360.000 First Interstate Bank	USPS POSTAGE	\$	8.80
001.4010.5360.000 First Interstate Bank	USPS POSTAGE	\$	4.40
001.4010.5360.000 First Interstate Bank	USPS POSTAGE	\$	14.37
001.4010.5360.000 First Interstate Bank	USPS POSTAGE	\$	4.63
001.4010.5360.000 First Interstate Bank	HYVEE POSTAGE	\$	10.01
001.4010.5360.000 First Interstate Bank	USPS POSTAGE	\$	10.76
001.4010.5410.000 First Interstate Bank	Amazon Library play table repair parts	\$	40.94
001.4010.5410.000 First Interstate Bank	Amazon cable protector	\$	21.99
001.4010.5450.000 First Interstate Bank	AT&T -ROSENBLUM iPad	\$	33.52
001.4010.5600.000 First Interstate Bank	MENARDS STEP LADDER, TOWELS, CLAMPS	\$	105.30
001.4010.5600.000 First Interstate Bank	Menards water, sandpaper, batteries, soap	\$	67.36
001.4010.5601.000 First Interstate Bank	LITTLE CAESARS YOUTH PROGRAM	\$	62.91
001.4010.5601.000 First Interstate Bank	AMAZON JEWELRY DRILL, KEYCHAIN	\$	12.49
001.4010.5601.000 First Interstate Bank	WALMART TABLECLOTHS AND RUNNER	\$	41.90
001.4010.5601.000 First Interstate Bank	IN STITCHES- LOGO PRINTING	\$	63.72
001.4010.5605.000 First Interstate Bank	AMAZON ADDRESS LABELS	\$	20.48
001.4010.5704.000 First Interstate Bank	SCREENCASTIFY SCREEN RECORDING SOFTWARE	\$	15.00
001.4010.5731.000 First Interstate Bank	DSM REGISTER	\$	935.44
001.4010.5732.000 First Interstate Bank	AMAZON ADULT FICTION BOOKS	\$	26.99
001.4030.5410.000 First Interstate Bank	Amazon MSA field lighting resistor	\$	3.99
001.4030.5410.000 First Interstate Bank	Amazon 6th St complex lighting repairs	\$	15.91
001.4030.5410.000 First Interstate Bank	Amazon 6th St lighting repairs	\$	15.90
001.4030.5489.000 First Interstate Bank	Northern Safety disposable ear plugs	\$	202.50
001.4030.5600.000 First Interstate Bank	VistaPrint Parks director business cards	\$	30.98
001.4030.5600.000 First Interstate Bank	Amazon American & MIA flags	\$	23.91
001.4030.5611.000 First Interstate Bank	Cary Company black barrels	\$	2,298.38
001.4030.5718.000 First Interstate Bank	AED Superstore - Parks and Grant \$	\$	1,469.35
001.4040.5600.000 First Interstate Bank	Minuteman swim tickets	\$	60.05
001.4041.5357.000 First Interstate Bank	Blue Zoo Aquarium tickets	\$	700.00
001.4041.5357.000 First Interstate Bank	Blue Zoo Aquarium tickets	\$	534.75
001.4041.5357.000 First Interstate Bank	Fort Frenzy Arcade passes	\$	403.66

001.4041.5357.000 First Interstate Bank	Fort Frenzy Arcade passes	\$	362.25
001.4041.5357.000 First Interstate Bank	Fort Frenzy Arcade passes	\$	362.25
001.4041.5601.000 First Interstate Bank	Fareway food items for Summer blast	\$	122.75
001.4041.5601.000 First Interstate Bank	Hobby Lobby paper crafts	\$	54.91
001.4041.5601.000 First Interstate Bank	Sams Club pretzels	\$	23.94
001.4041.5601.000 First Interstate Bank	Sams Club resale products	\$	132.82
001.4041.5601.000 First Interstate Bank	Sams Club resale products & supplies	\$	377.97
001.4041.5601.000 First Interstate Bank	Sams Club resale products & supplies	\$	377.97
001.4041.5601.000 First Interstate Bank	Walmart applesauce, ketchup and buns	\$	59.93
001.4041.5601.000 First Interstate Bank	Walmart lunch bags and tape	\$	82.42
001.4041.5601.000 First Interstate Bank	Walmart kitchen items	\$	112.76
001.4045.5280.000 First Interstate Bank	Adult and Pediatric First Aid/CPR/AED & bloodborne	\$	336.00
001.4045.5280.000 First Interstate Bank	Red Cross life guard training	\$	235.00
001.4045.5280.000 First Interstate Bank	Red Cross life guard training	\$	329.00
001.4045.5344.000 First Interstate Bank	Plunketts Pest control for Aquatic Ctr	\$	64.20
001.4045.5410.000 First Interstate Bank	Zep floor cleaner	\$	45.92
001.4045.5410.000 First Interstate Bank	Amazon privacy screens	\$	197.95
001.4045.5410.000 First Interstate Bank	Supply House Aquatic ctr pool heater repair	\$	409.68
001.4045.5410.000 First Interstate Bank	Supply House Aquatic ctr pool heater repairs	\$	114.07
001.4045.5600.000 First Interstate Bank	amazon- dry erase board, karaoke machine	\$	159.48
001.4045.5600.000 First Interstate Bank	Amazon hand and body wash	\$	440.00
001.4045.5600.000 First Interstate Bank	TriState lock keys	\$	70.00
001.4045.5600.000 First Interstate Bank	WristCo - Aquatic Ct wristbands	\$	125.00
001.4045.5611.000 First Interstate Bank	Siteone landscape supplies	\$	86.22
001.4045.5718.000 First Interstate Bank	Amazon pool cleaner	\$	1,649.00
001.4045.5718.000 First Interstate Bank	Sams Club white arm chairs	\$	1,115.00
001.4065.5600.000 First Interstate Bank	Amazon American & MIA flags	\$	55.89
001.4066.5600.000 First Interstate Bank	Amazon mop heads	\$	32.36
001.5010.5600.000 First Interstate Bank	Amazon American Glags Main & 13th	\$	30.99
001.5040.5450.000 First Interstate Bank	Monthly service fee	\$	9.90
001.5040.5450.000 First Interstate Bank	Housing Director cell services	\$	11.52
001.5040.5450.000 First Interstate Bank	Verizon Housing cell services	\$	18.51
001.6012.5280.000 First Interstate Bank	Iowa League of Cities membership conference	\$	260.00
001.6020.5210.000 First Interstate Bank	Column Newspaper notifications	\$	430.65
001.6020.5210.000 First Interstate Bank	Column Newspaper notifications	\$	965.34
001.6020.5605.000 First Interstate Bank	Staples - pens and labels	\$	32.39
001.6050.5600.000 First Interstate Bank	Amazon American & MIA flags	\$	191.90
030.4010.5732.000 First Interstate Bank	AMAZON	\$	114.62
030.4010.5732.000 First Interstate Bank	FIRST BOOK JUVENILE	\$	46.20
030.4010.5732.000 First Interstate Bank	FIRST BOOK JUVENILE	\$	97.79
030.4010.5732.000 First Interstate Bank	FIRST BOOK JUVENILE	\$	34.99
030.4010.5732.000 First Interstate Bank	FIRST BOOK JUVENILE	\$	34.75
030.4010.5732.000 First Interstate Bank	AMAZON JUVENILE BOOKS	\$	25.27
030.4010.5732.000 First Interstate Bank	AMAZON BOOK RETURN	\$	(16.72)
030.4010.5732.000 First Interstate Bank	AMAZON ADULT FICTION BOOKS	\$	329.66
030.4010.5732.000 First Interstate Bank	AMAZON ADULT FICTION BOOK	\$	24.95
030.4010.5732.000 First Interstate Bank	AMAZON LOST AND REPLACED BOOK	\$	17.41
030.4010.5732.000 First Interstate Bank	AMAZON LOST AND REPLACED BOOKS	\$	11.32
030.4010.5732.000 First Interstate Bank	AMAZON ADULT NON FICTION BOOK	\$	44.17
030.4010.5732.000 First Interstate Bank	AMAZON ADULT FICTION BOOKS	\$	46.97
030.4010.5732.000 First Interstate Bank	AMAZON ADULT NONFICTION BOOKS	\$	37.51
030.4010.5732.000 First Interstate Bank	ADULT NONFICTION BOOKS	\$	19.99
030.4010.5732.000 First Interstate Bank	AMAZON GRAPHIC NOVEL	\$	10.62
110.2010.5251.000 First Interstate Bank	National Tactical CDL training - Crouse	\$	895.00
110.2010.5450.000 First Interstate Bank	Sign Shop iPad	\$	41.27
110.2010.5450.000 First Interstate Bank	Street dept Mechanic iPad	\$	41.27
110.2010.5450.000 First Interstate Bank	Verizon Street dept head cell phones	\$	51.85
110.2010.5600.000 First Interstate Bank	Amazon American & MIA flags	\$	35.87
110.2010.5600.000 First Interstate Bank	Cardio Partners AED electrode cartridges	\$	44.50
110.2010.5600.000 First Interstate Bank	Amazon strobe flashing bar	\$	46.99
110.2010.5600.000 First Interstate Bank	Amazon 2" tile tape	\$	48.40
110.2010.5600.000 First Interstate Bank	Menards 41' 11 drawer cabinet	\$	663.39
110.2010.5718.000 First Interstate Bank	Northern Tool pneumatic tool and trays	\$	128.95
110.2040.5450.000 First Interstate Bank	Utility inspection	\$	61.96

110.2060.5450.000 First Interstate Bank	Bateman cell phone	\$	44.96
110.2060.5450.000 First Interstate Bank	PW Director cell phone	\$	44.96
110.2060.5450.000 First Interstate Bank	Engineering Shared JetPak	\$	41.27
110.2060.5450.000 First Interstate Bank	Engineering GPS	\$	41.27
110.2060.5450.000 First Interstate Bank	PW, Storm & Sanitary Sewer GIS Engineering iPad	\$	11.56
140.4030.5450.000 First Interstate Bank	Mediacom May-June parks wifi	\$	459.90
140.4030.5600.000 First Interstate Bank	Sams Club Slim Jims and folding wagons	\$	159.96
153.1010.5600.000 First Interstate Bank	KWIK STAR FISHING EVENT SUPPLIES	\$	33.73
170.4010.5450.000 First Interstate Bank	VERIZON LIBRARY HOTSPOTS	\$	400.10
170.4010.5601.000 First Interstate Bank	FIRST BOOK SMALL TALK BOOKS	\$	215.96
170.4010.5601.000 First Interstate Bank	FIRST BOOK SMALL TALK BOOKS	\$	132.63
170.4010.5732.000 First Interstate Bank	AMAZON DVDs	\$	39.71
170.4010.5732.000 First Interstate Bank	AMAZON TYE BOOKS	\$	21.87
170.4010.5732.000 First Interstate Bank	AMAZON DVDs	\$	108.62
170.4010.5732.000 First Interstate Bank	AMAZON TYE GRANT BOOKS	\$	15.80
170.4010.5732.000 First Interstate Bank	AMAZON DVDs	\$	12.96
170.4010.5732.000 First Interstate Bank	AMAZON DVDs	\$	107.06
170.4010.5732.000 First Interstate Bank	AMAZON TYE GRANT BOOK	\$	21.56
181.3040.5450.000 First Interstate Bank	Housing Director cell services	\$	5.76
181.3040.5450.000 First Interstate Bank	Monthly service fee	\$	9.90
184.5030.5450.000 First Interstate Bank	Housing Director cell services	\$	18.93
184.5030.5450.000 First Interstate Bank	Monthly service fee	\$	9.90
184.5030.5460.000 First Interstate Bank	HousingIowa Conference	\$	375.00
610.8015.5132.000 First Interstate Bank	THEISENS WPCP EMPLOYEE CLOTHING	\$	136.94
610.8015.5132.000 First Interstate Bank	THEISENS WPCP EMPLOYEE CLOTHING	\$	49.98
610.8015.5132.000 First Interstate Bank	MENARDS GLOVES, FLASHLIGHT, CLOTHING	\$	112.32
610.8015.5132.000 First Interstate Bank	THEISENS WPCP EMPLOYEE CLOTHING	\$	113.77
610.8015.5132.000 First Interstate Bank	THEISENS WPCP EMPLOYEE CLOTHING	\$	149.97
610.8015.5132.000 First Interstate Bank	BROWNS SHOES WPCP	\$	117.00
610.8015.5344.000 First Interstate Bank	CONTROLLED ACCESS JUNE SUBSC	\$	39.50
610.8015.5360.000 First Interstate Bank	USPS LAB SHIPMENT	\$	13.50
610.8015.5360.000 First Interstate Bank	UPS POSTAGE AND SHIPPING MEMBRANES	\$	16.85
610.8015.5360.000 First Interstate Bank	USPS STAMPS	\$	73.00
610.8015.5450.000 First Interstate Bank	WPCP cell and operator line	\$	104.92
610.8015.5450.000 First Interstate Bank	Verizon Sewer dept head cell phones	\$	25.01
610.8015.5450.000 First Interstate Bank	MEDIACOM JULY ONLINE SERVICE	\$	75.00
610.8015.5465.000 First Interstate Bank	AMERICINN - OVERNIGHT CONF 2025 IAWEA	\$	232.96
610.8015.5465.000 First Interstate Bank	AMERICINN CONF HOTEL	\$	232.96
610.8015.5565.000 First Interstate Bank	NAPA VEHICLE BATTERY AND SUPPLIES	\$	57.97
610.8015.5600.000 First Interstate Bank	NAPA VEHICLE BATTERY AND SUPPLIES	\$	186.99
610.8015.5600.000 First Interstate Bank	THEISENS ROUNDUP AND SPRAYER	\$	172.97
610.8015.5600.000 First Interstate Bank	VANWALL BATWING MOWER GASKET AND ELBOW	\$	198.11
610.8015.5600.000 First Interstate Bank	MENARDS PAINT AND AIR FILTERS	\$	154.08
610.8015.5600.000 First Interstate Bank	SHERWIN WILLIAMS TAX REFUND	\$	(17.14)
610.8015.5600.000 First Interstate Bank	DIGESTER MIXERS PAINT	\$	262.02
610.8015.5600.000 First Interstate Bank	MENARDS GLOVES, FLASHLIGHT, CLOTHING	\$	42.98
610.8015.5600.000 First Interstate Bank	MENARDS TAPE AND COUPLINGS	\$	19.32
610.8015.5600.000 First Interstate Bank	MENARDS CLEANING SUPPLIES	\$	58.49
610.8015.5600.000 First Interstate Bank	GRAINGER CAPACITOR	\$	7.68
610.8015.5600.000 First Interstate Bank	MOTION IND EXTERNAL FAN	\$	39.32
610.8015.5600.000 First Interstate Bank	AMAZON FLAG CLIPS	\$	28.48
610.8015.5600.000 First Interstate Bank	THEISENS SOFTENER SALT	\$	388.46
610.8015.5718.000 First Interstate Bank	GRAINGER TRSMISSION JACK	\$	348.69
610.8016.5450.000 First Interstate Bank	Sewer dept GPS	\$	24.76
610.8016.5450.000 First Interstate Bank	Sewer dept JetPak, iPad and laptop	\$	24.76
610.8016.5450.000 First Interstate Bank	PW, Storm & Sanitary Sewer GIS Engineering iPad	\$	11.96
610.8016.5471.000 First Interstate Bank	INDIE publishing GIS Training guide	\$	46.22
690.8050.5342.000 First Interstate Bank	ROSCO Transit GPS	\$	252.00
690.8050.5600.000 First Interstate Bank	Amazon American & MIA flags	\$	35.86
690.8050.5600.000 First Interstate Bank	Cardio Partners AED electrode cartridges	\$	44.50
740.8065.5450.000 First Interstate Bank	PW, Storm & Sanitary Sewer GIS Engineering iPad	\$	17.75
740.8065.5450.000 First Interstate Bank	Sewer dept GPS	\$	16.51
740.8065.5450.000 First Interstate Bank	Sewer dept JetPak, iPad and laptop	\$	16.51
740.8065.5450.000 First Interstate Bank	Verizon Sewer dept head cell phones	\$	16.67

740.8065.5471.000 First Interstate Bank	INDIE publishing GIS Training guide	\$	30.82
750.8070.5344.000 First Interstate Bank	CONTROLLED ACCESS JUNE SUBSC	\$	39.50
760.8080.5608.000 First Interstate Bank	amazon- dry erase board, karaoke machine	\$	54.99
760.8080.5608.000 First Interstate Bank	HyVee pizza	\$	39.96
760.8080.5608.000 First Interstate Bank	HyVee buns and marinara	\$	34.14
760.8080.5608.000 First Interstate Bank	HyVee hot dog and hamburger buns	\$	59.70
760.8080.5608.000 First Interstate Bank	Kwik Star hamburger and hot dog buns	\$	12.53
760.8080.5608.000 First Interstate Bank	Kwik Star buns and ketchup	\$	15.93
760.8080.5608.000 First Interstate Bank	Sams Club pretzels	\$	128.76
760.8080.5608.000 First Interstate Bank	Sams Club pretzels	\$	128.76
760.8080.5608.000 First Interstate Bank	Sams Club resale products	\$	376.08
760.8080.5608.000 First Interstate Bank	Sams Club resale products	\$	289.14
760.8080.5608.000 First Interstate Bank	Sams Club Slim Jims and folding wagons	\$	104.90
760.8080.5608.000 First Interstate Bank	Costco fruit snacks	\$	149.90
999.1161.000 First Interstate Bank	Caseys vendor rebate	\$	(0.22)
999.1161.000 First Interstate Bank	Caseys - accidental employee charge repaid	\$	21.87
999.1164.000 First Interstate Bank	Kwik Star Bowermaster meal during training	\$	1.18
999.1164.000 First Interstate Bank	PF Changs Bowermaster meal during training	\$	2.76
999.1164.000 First Interstate Bank	Dicks Bar/Grill Bowermaster meal during training	\$	2.34
999.1164.000 First Interstate Bank	Meehans Lageschulte meal during training	\$	30.49
999.1166.000 First Interstate Bank	Fraud Transaction credit	\$	(92.10)
999.1166.000 First Interstate Bank	Fraud transaction credit	\$	(77.70)
001.1010.5132.000 Galls LLC	PD employee clothing	\$	135.99
001.1010.5600.000 Galls LLC	SWAT supplies	\$	35.23
001.1010.5600.000 Galls LLC	PD riot agent filter 4 pk SWAT supplies	\$	354.32
001.4010.5980.000 Garcia, Alejandro	returned lost book	\$	16.99
610.8015.5980.000 Garcia, Amanda	Sewer refund filled pool	\$	34.90
610.8016.5600.000 GERVICH & SONS INC	Sewer dept rebar	\$	24.00
740.8065.5600.000 GERVICH & SONS INC	Sewer dept rebar	\$	16.00
690.8050.5565.000 GILLIG LLC	Transit 109 beam, plate, equalizing, adj, paint	\$	1,277.42
690.8050.5565.000 GILLIG LLC	Transit 121 rubber switch boots	\$	6.00
690.8050.5565.000 GILLIG LLC	Transit 121 toggle switches	\$	43.08
690.8050.5565.000 GILLIG LLC	Transit 101 seat belt	\$	261.81
690.8050.5565.000 GILLIG LLC	Transit 101 belt assemblies	\$	353.90
690.8050.5565.000 GILLIG LLC	Transit 121 pump doser core	\$	(270.00)
001.1010.5450.000 Granite Telecommunications LLC	SIP lines	\$	212.09
001.1010.5450.000 Granite Telecommunications LLC	SIP Lines	\$	339.47
001.1050.5450.000 Granite Telecommunications LLC	SIP Lines	\$	113.15
001.1050.5450.000 Granite Telecommunications LLC	SIP lines	\$	77.12
001.1070.5450.000 Granite Telecommunications LLC	SIP lines	\$	19.28
001.1071.5450.000 Granite Telecommunications LLC	SIP Lines	\$	19.28
001.1075.5450.000 Granite Telecommunications LLC	SIP Lines	\$	19.28
001.4010.5450.000 Granite Telecommunications LLC	SIP Lines	\$	160.18
001.4010.5450.000 Granite Telecommunications LLC	SIP Lines	\$	38.56
001.4030.5450.000 Granite Telecommunications LLC	SIP Lines	\$	38.56
001.4040.5450.000 Granite Telecommunications LLC	SIP Lines	\$	19.28
001.4045.5450.000 Granite Telecommunications LLC	SIP Lines	\$	19.28
001.4065.5450.000 Granite Telecommunications LLC	SIP Lines	\$	160.18
001.4065.5450.000 Granite Telecommunications LLC	SIP Lines	\$	19.28
001.6010.5450.000 Granite Telecommunications LLC	SIP Lines	\$	19.28
001.6012.5450.000 Granite Telecommunications LLC	SIP Lines	\$	19.28
001.6020.5450.000 Granite Telecommunications LLC	SIP Lines	\$	19.28
001.6021.5450.000 Granite Telecommunications LLC	SIP Lines	\$	77.14
001.6025.5450.000 Granite Telecommunications LLC	SIP Lines	\$	19.28
110.2010.5450.000 Granite Telecommunications LLC	SIP Lines	\$	80.09
110.2010.5450.000 Granite Telecommunications LLC	SIP Lines	\$	19.28
110.2040.5450.000 Granite Telecommunications LLC	SIP Lines	\$	19.28
110.2060.5450.000 Granite Telecommunications LLC	SIP Lines	\$	19.28
181.3040.5450.000 Granite Telecommunications LLC	SIP Lines	\$	38.56
184.5030.5450.000 Granite Telecommunications LLC	SIP Lines	\$	19.28
610.8015.5450.000 Granite Telecommunications LLC	SIP Lines	\$	57.84
610.8015.5450.000 Granite Telecommunications LLC	SIP Lines	\$	25.55
610.8016.5450.000 Granite Telecommunications LLC	SIP Lines	\$	23.14
610.8016.5450.000 Granite Telecommunications LLC	SIP Lines	\$	15.33

690.8050.5450.000 Granite Telecommunications LLC	SIP Lines	\$	80.09
690.8050.5450.000 Granite Telecommunications LLC	SIP Lines	\$	19.28
740.8065.5450.000 Granite Telecommunications LLC	SIP Lines	\$	15.42
740.8065.5450.000 Granite Telecommunications LLC	SIP Lines	\$	10.22
750.8070.5450.000 Granite Telecommunications LLC	SIP Lines	\$	19.28
110.2010.5618.000 GRIMES ASPHALT AND PAVING CORP.	Street dept cold mix	\$	2,813.25
142.4030.5342.000 HANSEN, STEVE	3 softball infields vegetation control	\$	415.00
001.1010.5230.000 Hawkeye Polygraph	Polygraph 7/7/25	\$	350.00
884.6021.4875.000 Health Partners	stop/ loss credits	\$	(14,487.11)
884.7010.5339.000 Health Partners	Health claims 07/03-07/09	\$	56,042.18
884.7010.5339.000 Health Partners	Dental Claims 07/03-07/09	\$	1,667.46
610.8015.5233.000 HOWARD R GREEN COMPANY, INC	WPC Sludge Thick Addit Design & Const thru 6/13/25	\$	7,128.00
615.8015.5233.000 HOWARD R GREEN COMPANY, INC	SBR Optimization and Impr Study thru 6/13/25	\$	3,563.07
615.8015.5233.000 HOWARD R GREEN COMPANY, INC	IND Ptreatment Conveyance FEB Study thru 6/13/25	\$	3,949.44
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417	\$	1,250.62
999.1131.000 ICMA 457-Mission Square Retirement	ICMA DEFERRED COMP	\$	231.07
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
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	\$	181.08
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
133.2900.5342.000 Impact 7G Inc	Brownfields Assistance Contract May 2025	\$	18,773.63
999.1111.000 IMWCA	Workers Comp installment 1	\$	11,837.00
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	33,403.44
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	23,069.95
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	(2.48)
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	36,526.44
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	7,310.92
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	(0.58)
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	11,575.40
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	5,770.44
110.2010.5565.000 Interstate Batteries of Upper Iowa	#29 Galion battery	\$	337.90
001.2020.5444.000 Iowa Dept of Revenue	Jan-June 2025 Electric Fuel user return filed	\$	122.23
001.1010.5344.000 Iowa Hometown Security INC	Service to N Hoop Bldg	\$	12.75
001.4010.5344.000 Iowa Hometown Security INC	Library annual alarm testing	\$	460.35
001.4030.5342.000 Iowa Hometown Security INC	PWB fire alarm service call and repairs	\$	57.30
001.4030.5344.000 Iowa Hometown Security INC	Service to N Hoop Bldg	\$	19.13
110.2010.5342.000 Iowa Hometown Security INC	PWB fire alarm service call and repairs	\$	114.60
110.2010.5344.000 Iowa Hometown Security INC	Service to N Hoop Bldg	\$	12.75
142.4030.5342.000 Iowa Hometown Security INC	Commerical instrusion alarm & monitoring system	\$	1,090.00
610.8015.5344.000 Iowa Hometown Security INC	Service to N Hoop Bldg	\$	44.63
610.8016.5344.000 Iowa Hometown Security INC	Service to N Hoop Bldg	\$	19.12
690.8050.5342.000 Iowa Hometown Security INC	PWB fire alarm service call and repairs	\$	114.60
740.8065.5344.000 Iowa Hometown Security INC	Service to N Hoop Bldg	\$	12.75
750.8070.5344.000 Iowa Hometown Security INC	Service to N Hoop Bldg	\$	6.37
110.2040.5230.000 IOWA ONE CALL	Utility Div IA one call charges May 2025	\$	36.00
610.8016.5230.000 IOWA ONE CALL	Sewer dept services	\$	1,107.24
740.8065.5230.000 IOWA ONE CALL	Sewer dept services	\$	738.16
610.8015.5718.000 IOWA PUMP WORKS, INC.	WPCP Sump pumps	\$	2,626.80
001.2080.5483.000 Iowa Regional Utilities Association	Airport water usage read 7/7/25	\$	179.44
184.5030.5242.000 JBI COOP ASSOCIATION	rent assistance	\$	451.00
030.1010.5750.000 JENSEN INC	MPD Trade 2014 Ford Edge 2FMDK4KC6EBA99967	\$	(5,000.00)
030.1010.5750.000 JENSEN INC	MPD 2025 Ford Explorer 1FM5K8AB2SGC24357	\$	45,909.00
110.2010.5750.000 KARL CHEVROLET	Street Div Superintendent Truck Replacement	\$	45,944.60
110.2010.5600.000 Kimball Midwest	assorted parts	\$	961.79
001.4030.5570.000 KWIK Trip Inc	Parks premium fuel	\$	179.13
110.2010.5570.000 KWIK Trip Inc	Street dept premium fuel	\$	87.60
110.2010.5570.000 KWIK Trip Inc	Street dept shop premium fuel	\$	188.12
355.1075.5264.000 Lansing Brothers Construction Co Inc	Demolition 101 W Main St	\$	62,507.77
355.1075.5264.000 Lansing Brothers Construction Co Inc	Demo 110 West Main St & debris clean up	\$	5,000.00

355.1075.5264.000 Lansing Brothers Construction Co Inc	House demo 112 N 2nd Ave, Marshalltown	\$	2,570.00
355.1075.5264.000 Lansing Brothers Construction Co Inc	Increase	\$	2,550.00
355.1075.5264.000 Lansing Brothers Construction Co Inc	Demolition of 8 properties	\$	58,750.00
355.1075.5264.000 Lansing Brothers Construction Co Inc	Emergency Demo of 3 City owned properties	\$	5,000.00
001.1010.5359.000 LARRYS TOWING & TIRE SERVICE	case 25-1234 tow	\$	300.00
001.4030.5562.000 LARRYS TOWING & TIRE SERVICE	Parks vehicle tires	\$	345.00
001.4010.5386.000 LENZ, DUANE	Library contract mowings	\$	825.00
110.2070.5359.000 LHogeland Auto Plaza LLC	Street #73 tow	\$	300.00
001.1075.5234.000 Lynch Dallas PC	Nuisance/ enforcement 6/16-6/30	\$	1,311.80
001.1075.5234.000 Lynch Dallas PC	Nuisance/ enforcement 7/1-7/11	\$	3,540.61
001.6040.5234.000 Lynch Dallas PC	General matters 6/16-6/18	\$	620.00
001.6040.5234.000 Lynch Dallas PC	General matters 7/1-7/11	\$	137.00
001.6040.5234.000 Lynch Dallas PC	Recording fee 6/17	\$	20.00
001.6040.5234.000 Lynch Dallas PC	Real Estate 6/16-6/17	\$	177.50
001.6040.5234.000 Lynch Dallas PC	Ordinances/ resolutions chapter 133	\$	166.50
001.6040.5234.000 Lynch Dallas PC	Contracts/ leases 6/16-6/25	\$	888.50
001.6040.5234.000 Lynch Dallas PC	Labor/ employment 7/10-7/11	\$	340.00
355.1075.5234.000 Lynch Dallas PC	Real Estate 6/24-6/26	\$	160.00
355.1075.5234.000 Lynch Dallas PC	Real Estate 7/1-7/9	\$	165.00
610.8015.5980.000 Markham, Tim	Sewer refund filled pool	\$	57.19
121.5900.5230.000 Marshall County Arts & Culture Alliance	ACA Placemaking and Band Resolution 2024-265 QTR 1	\$	32,500.00
001.1010.5570.000 Marshall County Engineer	June fuel purchases	\$	6,031.70
001.1010.5570.000 Marshall County Engineer	June fuel purchases	\$	59.37
001.1050.5570.000 Marshall County Engineer	June fuel purchases	\$	174.44
001.1050.5571.000 Marshall County Engineer	June fuel purchases	\$	829.39
001.1075.5570.000 Marshall County Engineer	June fuel purchases	\$	42.48
001.1075.5570.000 Marshall County Engineer	June fuel purchases	\$	122.11
001.2020.5570.000 Marshall County Engineer	June fuel purchases	\$	41.71
001.4030.5570.000 Marshall County Engineer	June fuel purchases	\$	879.59
001.4030.5571.000 Marshall County Engineer	June fuel purchases	\$	495.06
001.6050.5570.000 Marshall County Engineer	June fuel purchases	\$	78.87
110.2010.5570.000 Marshall County Engineer	June fuel purchases	\$	865.30
110.2010.5571.000 Marshall County Engineer	June fuel purchases	\$	2,968.30
110.2040.5570.000 Marshall County Engineer	June fuel purchases	\$	257.44
110.2060.5570.000 Marshall County Engineer	June fuel purchases	\$	174.44
110.2070.5571.000 Marshall County Engineer	June fuel purchases	\$	513.53
610.8015.5570.000 Marshall County Engineer	June fuel purchases	\$	294.29
610.8015.5571.000 Marshall County Engineer	June fuel purchases	\$	126.69
610.8016.5570.000 Marshall County Engineer	June fuel purchases	\$	503.43
610.8016.5571.000 Marshall County Engineer	June fuel purchases	\$	27.03
690.8050.5570.000 Marshall County Engineer	June fuel purchases	\$	3,487.56
690.8050.5571.000 Marshall County Engineer	June fuel purchases	\$	312.04
740.8065.5570.000 Marshall County Engineer	June fuel purchases	\$	335.62
740.8065.5570.000 Marshall County Engineer	June fuel purchases	\$	131.11
740.8065.5571.000 Marshall County Engineer	June fuel purchases	\$	18.02
610.8015.5342.000 Marshall County Landfill	WPCP Tire disposal	\$	276.00
610.8015.5342.000 Marshall County Landfill	WPCP tire disposal	\$	136.00
001.5900.5331.000 Marshalltown Chamber of Commerce	Res 2025-16 Tourism & Promotional Services May col	\$	14,086.68
001.1075.5485.000 Marshalltown Water Works	915 S Center St storm water	\$	8.40
001.1075.5485.000 Marshalltown Water Works	919 S Center St storm water	\$	8.40
001.1075.5485.000 Marshalltown Water Works	23 W Main St storm water	\$	16.80
001.1075.5485.000 Marshalltown Water Works	704 Lee St storm water	\$	8.40
001.1075.5485.000 Marshalltown Water Works	20 E Main St storm water	\$	16.80
001.1075.5485.000 Marshalltown Water Works	307 N 13th Ave storm sewer	\$	8.40
001.1075.5485.000 Marshalltown Water Works	908 S 9th Ave storm water	\$	8.40
001.1099.5483.000 Marshalltown Water Works	Police & Fire dept water	\$	313.12
001.2090.5220.000 Marshalltown Water Works	landfill bills	\$	265.20
001.4030.5483.000 Marshalltown Water Works	water	\$	34.91
001.4030.5483.000 Marshalltown Water Works	Riverview Park water	\$	20.99
001.4030.5483.000 Marshalltown Water Works	City RV Dump water	\$	24.47
001.4030.5483.000 Marshalltown Water Works	water	\$	260.52
001.4030.5483.000 Marshalltown Water Works	water 6/2-7/1/25	\$	24.47
001.4030.5483.000 Marshalltown Water Works	water	\$	104.51
001.4030.5485.000 Marshalltown Water Works	storm water 6/2-7/1	\$	560.28

001.4030.5485.000 Marshalltown Water Works	Bicentennial Park	\$	60.40
001.4030.5485.000 Marshalltown Water Works	107 S 7th S Arnolds Park	\$	28.95
001.4030.5488.000 Marshalltown Water Works	sewer 6/2-7/1	\$	33.16
001.4045.5342.000 Marshalltown Water Works	Aquatic Ctr works labs	\$	28.00
001.4065.5483.000 Marshalltown Water Works	Coliseum water and sewer	\$	70.30
001.4065.5488.000 Marshalltown Water Works	Coliseum water and sewer	\$	67.96
142.4030.5483.000 Marshalltown Water Works	water	\$	153.74
142.4030.5483.000 Marshalltown Water Works	water	\$	502.24
142.4030.5483.000 Marshalltown Water Works	water	\$	261.90
355.1075.5485.000 Marshalltown Water Works	501 N 1st Ave storm water	\$	8.40
610.8015.5220.000 Marshalltown Water Works	WPCP Plant billing fees for June	\$	8,345.43
740.8065.5220.000 Marshalltown Water Works	Storm waterr Collection Services	\$	261.40
110.2010.5620.000 Martin Marietta Materials	Street dept crushed rock	\$	364.15
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD JUM757 tires	\$	222.00
001.1010.5565.000 MCATEE TIRE SALES & SERVICE INC	PD JUM757 tires	\$	508.00
001.1050.5413.000 MCATEE TIRE SALES & SERVICE INC	Fire ladder 177 tires	\$	857.96
690.8050.5410.000 MCATEE TIRE SALES & SERVICE INC	Transit 011 tires	\$	270.00
690.8050.5410.000 MCATEE TIRE SALES & SERVICE INC	Transit 109 tire repair	\$	115.00
690.8050.5565.000 MCATEE TIRE SALES & SERVICE INC	Transit 011 tires	\$	2,818.40
690.8050.5151.000 MCFARLAND CLINIC PC	paid medical claim	\$	245.52
001.4010.5410.000 MENARDS	Library repair materials	\$	(24.46)
001.4030.5410.000 MENARDS	West End Park electrical breakers	\$	34.94
001.4030.5611.000 MENARDS	Parks mulch	\$	94.35
001.4030.5611.000 MENARDS	Log Cabin screws	\$	13.88
001.4030.5611.000 MENARDS	City clean up supplies	\$	285.69
001.4045.5410.000 MENARDS	Filter house sump pump repairs	\$	24.65
001.6050.5410.000 MENARDS	Roof patch materials	\$	13.51
001.6051.5410.000 MENARDS	Roof patch materials	\$	13.50
110.2010.5132.000 MENARDS	Street employee taxable clothing	\$	39.97
110.2010.5132.000 MENARDS	Street dept taxable clothing	\$	229.91
110.2010.5600.000 MENARDS	Street sign shop dust pan	\$	4.98
110.2010.5600.000 MENARDS	Street clevis pins and parts	\$	78.66
110.2010.5600.000 MENARDS	Street lumber	\$	24.88
110.2010.5600.000 MENARDS	Street clips	\$	3.46
110.2010.5605.000 MENARDS	Street dept office supplies	\$	23.84
110.2010.5718.000 MENARDS	Road patch machine extension cord	\$	179.99
110.2030.5410.000 MENARDS	Meter pedestal breakers	\$	35.39
110.2040.5600.000 MENARDS	Utility marking paint and safety vest	\$	35.43
110.2040.5750.000 MENARDS	Tool holder bolts for Pole Cat	\$	15.96
610.8016.5600.000 MENARDS	Sewer dept fill & seal, nails, screws	\$	303.11
610.8016.5600.000 MENARDS	Sewer dept gloves and coupler	\$	8.38
610.8016.5776.000 MENARDS	Sewer dept 8' lift cable	\$	5.39
690.8050.5132.000 MENARDS	Transit employee clothing	\$	300.93
740.8065.5600.000 MENARDS	Sewer dept fill & seal, nails, screws	\$	202.08
740.8065.5600.000 MENARDS	Sewer dept gloves and coupler	\$	5.59
740.8065.5776.000 MENARDS	Sewer dept 8' lift cable	\$	3.59
610.8015.5603.000 Microbac Laboratories Inc	LAB analysis car wash mudpit	\$	382.50
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB wide mouth flask	\$	121.70
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB Settrometer	\$	299.88
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB cylinder brushes	\$	108.43
760.8080.5608.000 Mini Melts of America Inc	Parks resale products	\$	1,761.90
001.4030.5611.000 Napa Auto Parts	Parks coupler	\$	13.99
690.8050.5565.000 Napa Auto Parts	Tramsot 131 coolant filter	\$	77.40
690.8050.5565.000 Napa Auto Parts	Transit - u-nuts	\$	23.98
690.8050.5565.000 Napa Auto Parts	Transit 181 filters	\$	188.92
110.2010.5565.000 Nelson Fabrication LLC	Street 61 hdyraulic hose	\$	491.01
001.4010.5601.000 Nine Square Feet Inc	shipping for seed packets	\$	20.00
760.8080.5608.000 NORTHERN LIGHTS DISTRIBUTING	Park and Rec resale products	\$	1,458.56
001.4010.5600.000 OFFICE EXPRESS	Date stamps	\$	179.97
001.1010.5464.000 Ortiz-Diaz, Adan	meals during training	\$	30.00
001.4010.5736.000 OVERDRIVE,INC.	FY26 Bridges E-book content fee	\$	6,921.84
Payroll	Payroll #15 7.17.25	\$	484,835.20
001.1099.5342.000 Prairie Waste Solutions	Police and Fire Bldg	\$	124.72
001.4010.5342.000 Prairie Waste Solutions	Library	\$	121.34

001.4030.5342.000	Prairie Waste Solutions	Public Works Bldg 905 E Main	\$	24.94
001.5010.5342.000	Prairie Waste Solutions	Central Business District	\$	200.00
001.6050.5342.000	Prairie Waste Solutions	City Hall and Carnegie Bldg	\$	62.36
001.6051.5342.000	Prairie Waste Solutions	City Hall and Carnegie Bldg	\$	62.36
110.2010.5342.000	Prairie Waste Solutions	Public Works Bldg 905 E Main	\$	49.89
610.8015.5342.000	Prairie Waste Solutions	Water Pollution plant	\$	124.72
690.8050.5342.000	Prairie Waste Solutions	Public Works Bldg 905 E Main	\$	49.89
750.8070.5342.000	Prairie Waste Solutions	Woodland Dr Bullpen	\$	99.75
001.4010.5344.000	PREMIER OFFICE EQUIPMENT	Library contract and copies	\$	392.40
110.2060.5565.000	Rasmusson Service Center	labor	\$	768.50
110.2060.5565.000	Rasmusson Service Center	Engr Dodge Truck - Purge Solenoid & shift lever	\$	314.65
760.8080.5608.000	SAMS CLUB/SYNCHRONY BANK	Parks resale products	\$	454.30
001.1010.5344.000	SCHENDEL PEST CONTROL INC	late fee 05/05/25	\$	0.78
001.1010.5344.000	SCHENDEL PEST CONTROL INC	PD monthly service	\$	52.04
001.4030.5342.000	SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$	22.90
001.4030.5342.000	SCHENDEL PEST CONTROL INC	Community Bldg & Reunion Hall	\$	51.12
001.4065.5342.000	SCHENDEL PEST CONTROL INC	Coliseum	\$	52.04
001.6050.5342.000	SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$	22.90
001.6051.5342.000	SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$	23.58
030.4010.5732.000	Scholastic	Juvenile books	\$	98.00
001.4010.5343.000	SCIENCE CENTER OF IOWA	Adventure pass	\$	450.00
001.4010.5980.000	Seberger, Carrie	returned lost book	\$	10.99
001.4010.5342.000	ServiceMaster of Marshalltown Inc	July cleaning services	\$	1,934.00
363.2010.5233.000	STANLEY CONSULTANTS INC.	STR21002 S. Center St Brid 3/2/25-6/28/25	\$	5,118.00
001.4030.5611.000	Strands	Parks paint	\$	357.76
001.4010.5342.000	The Shredder	Library on site services	\$	54.00
001.1050.5718.000	THEISENS SUPPLY INC	FD Shackles and hooks	\$	48.44
001.4030.5609.000	THEISENS SUPPLY INC	Parks plant food	\$	29.99
001.4030.5611.000	THEISENS SUPPLY INC	Parks Amsoil 2 cycle oil	\$	129.37
110.2010.5132.000	THEISENS SUPPLY INC	Street dept employee work boots	\$	144.99
110.2010.5132.000	THEISENS SUPPLY INC	Street dept employee taxable clothing	\$	67.45
110.2010.5132.000	THEISENS SUPPLY INC	Street dept employee taxable clothing	\$	90.72
110.2010.5132.000	THEISENS SUPPLY INC	Street dept gloves	\$	38.98
110.2010.5132.000	THEISENS SUPPLY INC	Street employee taxable clothing	\$	114.98
110.2010.5600.000	THEISENS SUPPLY INC	12V DC extension cable	\$	14.99
110.2010.5600.000	THEISENS SUPPLY INC	Shop batteries	\$	102.69
110.2010.5600.000	THEISENS SUPPLY INC	fuel hose and line	\$	8.36
110.2030.5132.000	THEISENS SUPPLY INC	credit on work boots (PPE)	\$	(15.00)
110.2030.5565.000	THEISENS SUPPLY INC	U-bolt for truck repair	\$	4.29
110.2040.5565.000	THEISENS SUPPLY INC	U-bolt for truck repair	\$	4.29
690.8050.5132.000	THEISENS SUPPLY INC	Transit employee clothing	\$	118.93
001.1099.5344.000	Thermo Systems	P&F Bldg semi-annual preventative maint agreement	\$	4,246.00
001.4030.5611.000	Thompsons True Value	Parks plunger and cleaner	\$	25.98
132.5020.5342.000	Tometich Engineering Inc	21 W Main St doghouse	\$	5,412.00
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	A BEADERSTADT TASC 7.17.25	\$	(20.00)
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	5,611.37
999.1128.000	TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$	932.47
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
001.4040.5441.000	TREASURER ST OF IOWA	Sales/ Use tax	\$	2,782.77
001.4040.5442.000	TREASURER ST OF IOWA	Sales/ Use tax	\$	464.51
610.8015.5441.000	TREASURER ST OF IOWA	Sales/ Use tax	\$	13,304.42
610.8015.5441.000	TREASURER ST OF IOWA	Sales/ Use tax	\$	2,217.40
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	10,880.35
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$	6,206.46
110.2010.5600.000	Tri State Lock Service	Street dept keys	\$	12.00
001.4010.5215.000	TSYS	Library credit card transaction fees	\$	96.83
001.6021.5215.000	TSYS	Finance credit card transaction fees	\$	485.53
001.4045.5600.000	Tube Pro Inc	Aquatic Ctr inflated tubes with handles	\$	2,979.00
001.4030.5151.000	Unity Point- Occupational Medicine	paid medical claims	\$	21.00
001.4041.5151.000	Unity Point- Occupational Medicine	Random testing	\$	21.00
110.2010.5339.000	Unity Point- Occupational Medicine	Random testing	\$	42.00
110.2010.5600.000	Vajgrt, Roger	100lb tank propane	\$	183.18
001.4030.5980.000	Vasquez, Lucero	Riverview Park rental cancellation	\$	185.00

001.4010.5704.000	WEBLINX	Annual website Hosting and licensing	\$	750.00
001.4010.5980.000	Weintraub, Dorothy	returned lost items	\$	39.99
110.2010.5132.000	WEITZELL, RICHARD M	Employee clothing allowance	\$	33.76
110.2010.5251.000	WEITZELL, RICHARD M	CDL A	\$	64.00
001.1050.5132.000	Witmer Public Safety Group Inc	Fire dept large medallion	\$	38.51
110.2010.5482.000	WoodRiver Energy LLC	905 E Main St 6/9-7/10	\$	36.88
690.8050.5482.000	WoodRiver Energy LLC	905 E Main St 6/9-7/10	\$	24.58
110.2030.5718.000	WW GRAINGER	Pop rivet gun Utility dept	\$	27.47
110.2040.5718.000	WW GRAINGER	Pop rivet gun Utility dept	\$	27.46
110.2040.5750.000	WW GRAINGER	Wheel Chocks for Pole Cat	\$	102.88
110.2040.5750.000	WW GRAINGER	3200lb Sling Strap for Pole Cat	\$	56.87
110.2040.5750.000	WW GRAINGER	2 6400lb Sling Straps for Pole Cat	\$	98.84
001.4010.5344.000	Xerox Corp	Library contract and copies	\$	24.41
001.4030.5344.000	Xerox Corp	Park & Rec contract and copies	\$	225.12
610.8015.5344.000	Xerox Corp	WPCP June contract and copies	\$	30.49
TOTAL			\$	1,385,483.57



**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:
Meeting Date: July 28, 2025
Re: Approve Device Retailer Renewal Application for Depot Liquor & Grocery at 114 N Center St; Eastside Liquor & Grocery at 1116 E Nevada St; Lounge on Main at 19 W Main St

Strategic Plan Objective:

Recommended:

Budget Impact:

Description/Background:

Attachments:

None

BUILDING REPORT FOR THE MONTH OF JUNE 2025

MARSHALLTOWN

IOWA

PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR RES. BUILDING	COMMERCIAL IMPROVEMENT	FEE
BLDR-011052-2025	LINN STREET PROPERTIES LLC	406 W LINN ST	HOUSE MOVE - NEW FOUNDATION & STRUCTURAL ALTERATION		\$ 16,889.60			\$ 271.00
BLDR-011053-2025	LINN STREET PROPERTIES LLC	411 W LINN ST	HOUSE MOVE - NEW FOUNDATION & STRUCTURAL ALTERATION		\$ 16,889.00			\$ 271.00
DEMO-011060-2025	FRIENDS OF THE MARSHALLTOWN IOWA PUBLIC LIBRARY INC	110 W LINN ST	DEMOLITION - HOUSE MOVE TO 406 W LINN STREET					\$ 50.00
DEMO-011059-2025	FRIENDS OF THE MARSHALLTOWN IOWA PUBLIC LIBRARY INC	112 W LINN ST	DEMOLITION - HOUSE MOVE TO 411 W LINN STREET					\$ 50.00
BLDR-010767-2025	ALEX F HOWE & REBEQUE ANN SAUER	905 STEGMAN BLVD	ALTERATION - FOUNDATION REPAIR		\$ 5,000.00			\$ 103.00
BLDR-011050-2025	JEREMY A ADKINS	604 S 3RD AVE	ACCESSORY STRUCTURE - STORAGE BUILDING				\$ 245,289.60	\$ 1,859.00
BLDR-011055-2025	JESUS SALVADOR AVINA	1208 S 2ND AVE	ADDITION - PORCH ROOF		\$ 3,543.75			\$ 89.00
BLDR-011056-2025	JESUS SALVADOR AVINA & GUILLERMINA LAGUNA HERNANDEZ	203 E SOUTH ST	ADDITION - PORCH ROOF		\$ 4,140.00			\$ 103.00
BLDR-011066-2025	BRANT & CELESTE M LUENSE	412 N 3RD ST	HOUSE MOVE - NEW FOUNDATION & STRUCTURAL ALTERATION		\$ 17,400.00			\$ 285.00
DEMO-011067-2025	CHERYL & JERALD GAFFNEY	406 INNES BLVD	DEMOLITION - HOUSE MOVE TO 412 N 3RD ST					\$ 50.00
DEMO-011083-2025	IA REAL ESTATE HOLDINGS LLC	604 JEROME ST	DEMOLITION - DETACHED GARAGE					\$ 50.00
BLDC-011082-2025	GARY THOMPSON	107 E LINCOLN ST	PERMIT MODIFICATION (PERMIT #BLDC-009813-2024) - MODIFICATION TO NEW BUILDING SIZE'S ON ORIGINAL PERMIT (NO INCREASE IN AREA)				\$ -	\$ -
BLDR-011018-2025	ROBERT D HESSENIUS	711 E LINN ST	ALTERATION - EXTERIOR STAIRCASE REPAIR		\$ 1,500.00			\$ 75.00
BLDR-011092-2025	LIN AUNG	111 N 11TH AVE	ADDITION - ENCLOSED TWO-STORY PORCH *		\$ 3,360.00			\$ 178.00
BLDR-010967-2025	KWAND A WOODS	206 E FERNER ST	ACCESSORY STRUCTURE - SHED			\$ 5,600.00		\$ 117.00
BLDR-011109-2025	JOSE S ARMENTA HERNANDEZ	502 N 2ND AVE	ALTERATION - PORCH		\$ 2,790.00			\$ 75.00
BLDR-011113-2025	KELLY & MARK KRUKOW	903 ARLINGTON DR	ACCESSORY STRUCTURE - SHED			\$ 2,520.00		\$ 75.00
BLDR-011139-2025	WENDY L SOLTERO	425 UNION ST	ALTERATION - DECK		\$ 375.00			\$ 75.00
BLDR-010933-2025	LEOPOLDO SALVADOR REYES & JUAN REYES	612 WESTWOOD DR	ALTERATION - MINOR BUILDING DEMOLITION *					\$ 100.00
DEMO-011147-2025	PATRICIA DE LA TORRE & ANTONIO OCAMPO SORIANO	916 S 1ST AVE	DEMOLITION - HOUSE ONLY					\$ 50.00
BLDC-010979-2025	SWIFT PORK COMPANY	402 N 10TH AVE	ADDITION				\$ 6,101,759.79	\$ 43,802.65
BLDR-011155-2025	MANUEL NUNEZ GAVINA	1208 W LINCOLN WAY	ALTERATION		\$ 4,245.00			\$ 103.00
TOTALS:				\$0.00	\$76,132.35	\$8,120.00	\$6,347,049.39	\$47,831.65
TOTAL IMPROVEMENT AMOUNT:							\$6,431,301.74	
				Units	Permits	Permits	Permits	Demo Permits
*Work started without a permit - fee is doubled				# OF PERMITS:	0	11	2	3
								6

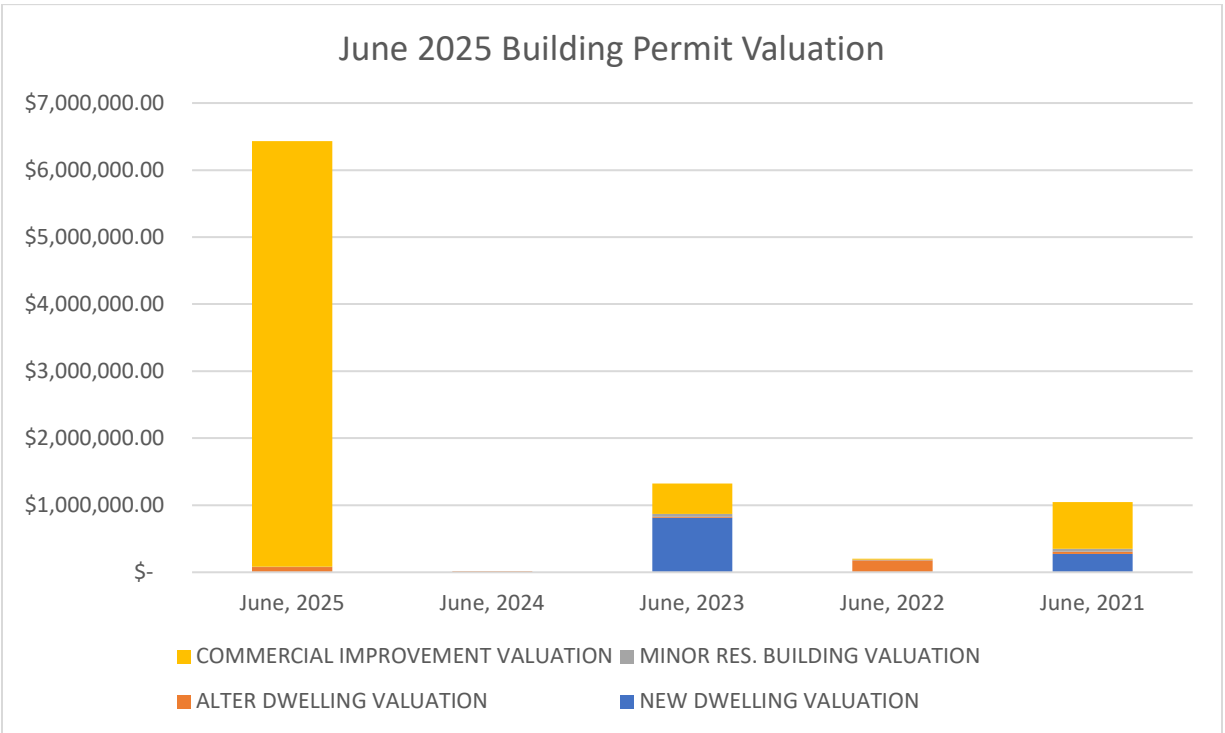
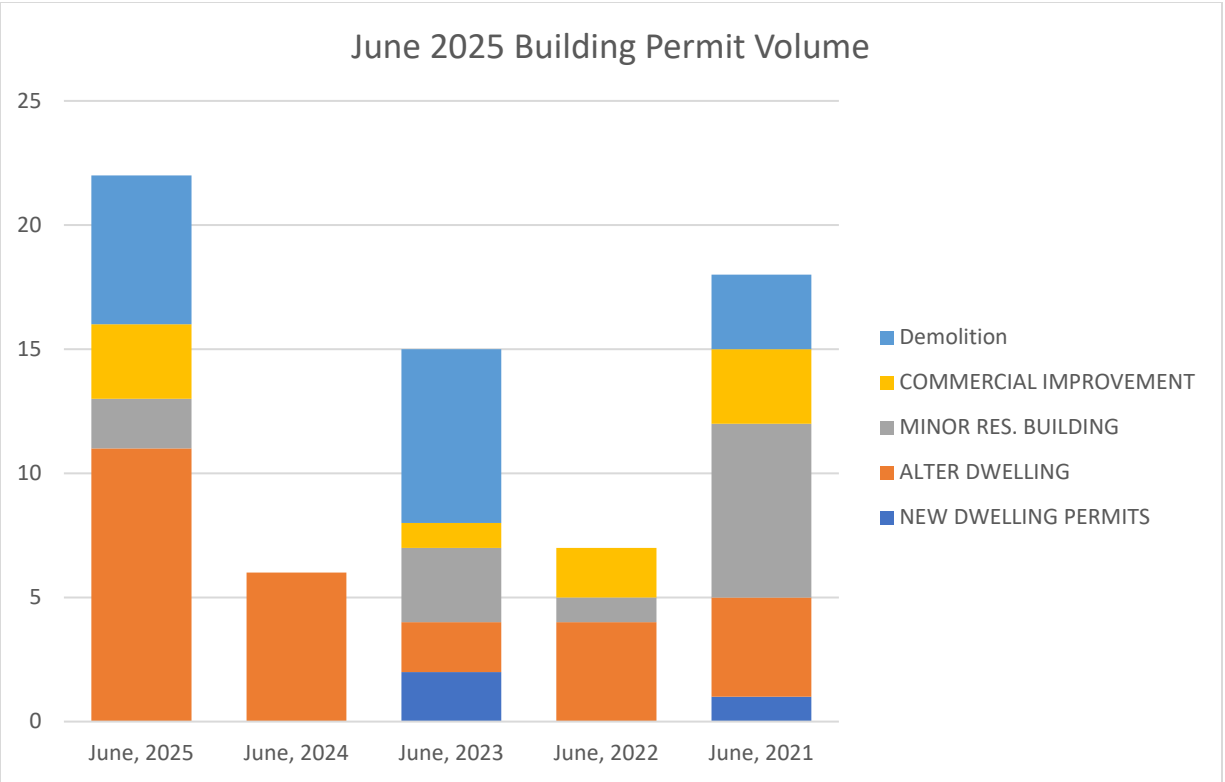
TRADE PERMIT REPORT FOR THE MONTH OF JUNE 2025

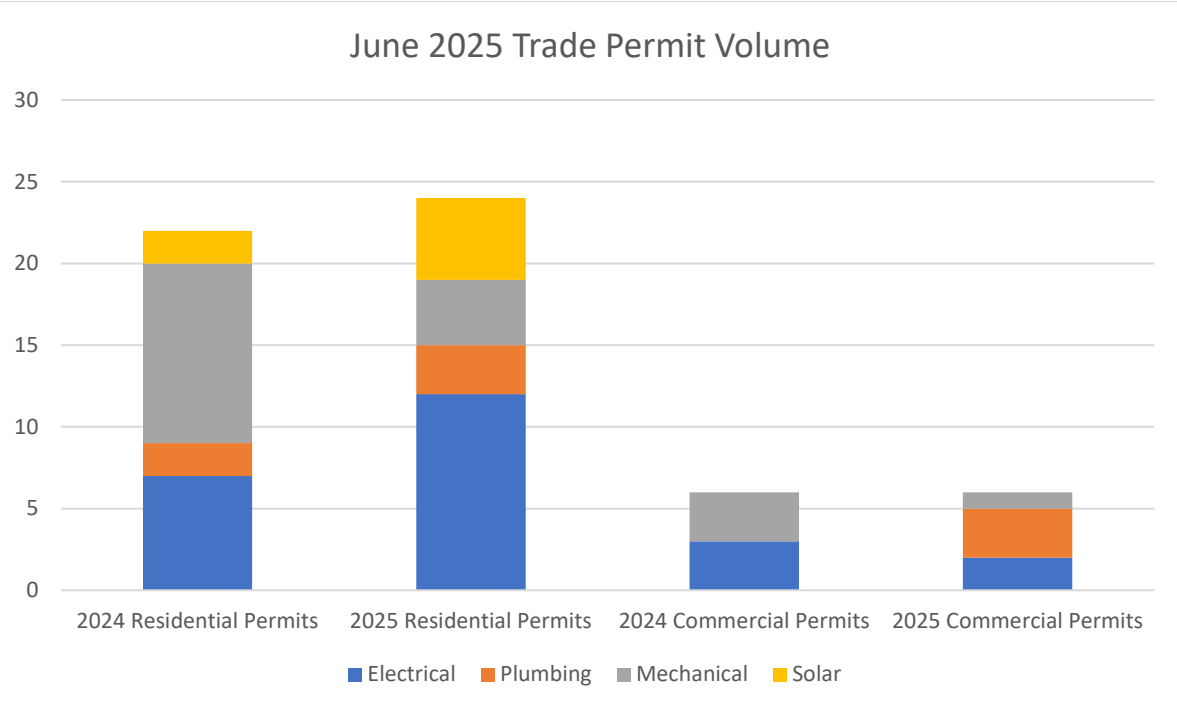
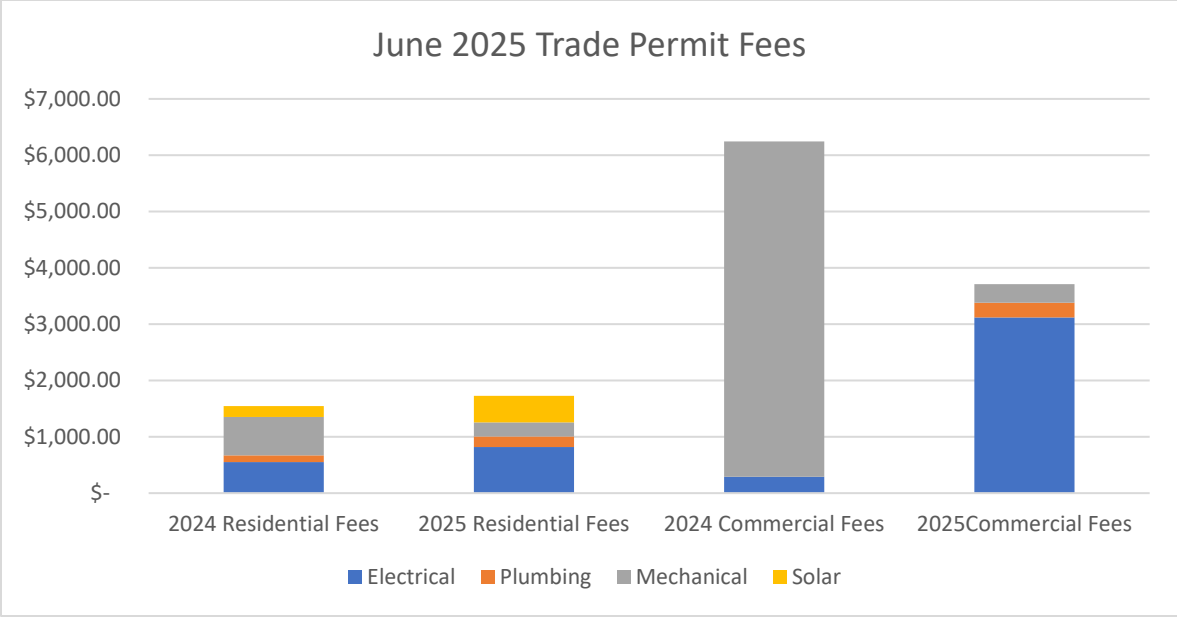
MARSHALLTOWN

IOWA

PERMIT NUMBER	LOCATION OF IMPROVEMENT	RESIDENTIAL/ COMMERCIAL	PERMIT TYPE (ELEC, PLUMB., MECH. OR SOLAR)	VALUATION	FEE
ELER-010835-2025	909 JACKSON ST	RESIDENTIAL	ELECTICAL		\$ 62.00
ELER-010915-2025	7 S 14TH ST	RESIDENTIAL	ELECTICAL		\$ 62.00
ELER-010963-2025	119 E MAIN ST UNIT #6	RESIDENTIAL	ELECTICAL		\$ 62.00
ELER-010974-2025	108 N 5TH AVE	RESIDENTIAL	ELECTICAL		\$ 62.00
ELER-011021-2025	112 W GRANT ST	RESIDENTIAL	ELECTICAL		\$ 62.00
ELER-011057-2025	309 N 2ND AVE	RESIDENTIAL	SOLAR		\$ 95.00
PLMR-011040-2025	1402 W MAIN ST	RESIDENTIAL	PLUMBING		\$ 62.00
ELER-010956-225	803 W BOONE ST	RESIDENTIAL	ELECTICAL		\$ 85.00
ELEC-011024-2025	2105 S CENTER ST	COMMERCIAL	ELECTICAL	\$ 5,300.00	\$ 75.00
ELER-011047-2025	107 1/2 W GRANT ST	RESIDENTIAL	ELECTICAL		\$ 85.00
ELER-011048-2025	105 N 11TH ST	RESIDENTIAL	ELECTICAL		\$ 85.00
ELER-011031-2025	2220 STRATFORD LN	RESIDENTIAL	SOLAR		\$ 95.00
MECH-011080-2025	1714 OLSON WAY	RESIDENTIAL	MECHANICAL		\$ 62.00
MECH-011088-2025	1315 W MAIN ST	COMMERCIAL	MECHANICAL	\$ 57,000.00	\$ 330.00
MECH-011108-2025	2003 BLOSSOM LN	RESIDENTIAL	MECHANICAL		\$ 62.00
PLMC-010968-2025	18 W MAIN ST	COMMERCIAL	PLUMBING	\$ 7,700.00	\$ 85.00
PLMC-0110.30-2025	202 E CHURCH ST	COMMERCIAL	PLUMBING	\$ 7,600.00	\$ 85.00
PLMC-011068-2025	2500 S CENTER ST	COMMERCIAL	PLUMBING	\$ 9,000.00	\$ 90.00
MECH-011045-2025	320 N 12TH AVE	RESIDENTIAL	MECHANICAL		\$ 62.00
ELER-011106-2025	1506 W MAIN ST	RESIDENTIAL	ELECTICAL		\$ 85.00
ELER-011110-2025	112 W GRANT ST	RESIDENTIAL	ELECTICAL		\$ 85.00
ELER-011114-2025	1708 RAINBOW DR	RESIDENTIAL	ELECTICAL		\$ 85.00
PLMR-011120-2025	8 N 6TH ST	RESIDENTIAL	PLUMBING		\$ 62.00
ELER-011129-2025	504 TERRY TER	RESIDENTIAL	SOLAR		\$ 95.00
MECH-011136-2025	1714 S 3RD ST	RESIDENTIAL	MECHANICAL		\$ 62.00
ELER-011144-2025	2108 VERMILLION LN	RESIDENTIAL	SOLAR		\$ 95.00
PLMR-011145-2025	6 COLUMBUS DR	RESIDENTIAL	PLUMBING		\$ 62.00
ELEC-011153-2025	1911 E ANSON ST	COMMERCIAL	ELECTICAL	\$ 600,000.00	\$ 3,045.00
ELER-011142-2025	3401 MERRITT RD	RESIDENTIAL	SOLAR		\$ 95.00

	Residential Permits	Residential Value	Residential Fees	Commercial Permits	Commercial Value	Commercial Fees	Total Fees
Electrical	12	\$ -	\$ 820.00	2	\$ 605,300.00	\$ 3,120.00	\$ 4,025.00
Plumbing	3	\$ -	\$ 186.00	3	\$ 24,300.00	\$ 260.00	\$ 446.00
Mechanical	4	\$ -	\$ 248.00	1	\$ 57,000.00	\$ 330.00	\$ 578.00
Solar	5	\$ -	\$ 475.00	-	\$ -	\$ -	\$ 475.00
TOTALS	24	\$ -	\$ 1,729.00	6	\$ 686,600.00	\$ 3,710.00	\$ 5,524.00







**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 Cross, Fire Chief
Meeting Date: July 28, 2025
Re: Resolution Approving the Renewal of a 28E Agreement By and Between the City of Marshalltown, Iowa, and the State of Iowa Veterans Home, Relating to Fire Protection Services, July 1, 2025-June 30, 2026

Strategic Plan Objective:

Recommended:

Staff recommends approval of this 28E agreement.

Budget Impact:

This agreement provides \$65,084.65 in revenue.

Description/Background:

The City of Marshalltown provides contractual fire service protection and confined space rescue to the Iowa Veterans Home. Each year, the agreement is renewed. A contractual price for service is determined by multiplying the City's fire service cost per capita by the average daily census of IVH. The IVH confined space retainer is a fixed amount.

Attachments:

1. Resolution Accepting IVH Contract 2025 2026
2. IVH FIRE PROTECTION CONTRACT RENEWAL 2025-2026

RESOLUTION APPROVING A CONTRACT FOR PROVIDING FIRE AND
CONFINED SPACE RESCUE SERVICES TO THE IOWA VETERANS HOME

WHEREAS the City of Marshalltown Fire Department provides fire suppression and confined space rescue services; and

WHEREAS the State of Iowa Veterans Home requires these services and has contracted with the City of Marshalltown Fire Department to provide said services in previous years; and

WHEREAS the State of Iowa Veterans Home wishes to enter into a contract for services with the City of Marshalltown Fire Department for fiscal year 2025-2026 in the amount of \$65,084.65; and

WHEREAS, the Council has examined the contract and has found same to be in the best interests of the City of Marshalltown, Iowa, and that same should now be approved and accepted

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, AS FOLLOWS:

Section 1. The City of Marshalltown, Iowa authorizes approval of a contract with the State of Iowa Veterans Home for compensation of services in fiscal year 2025-2026 in the amount of \$65,084.65.

Section 2. This Resolution is in full force and effect from and after its passage.

Passed this 24th day of July, 2025, and signed this 24th day of July, 2025.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



Marshalltown Fire Department
Christopher W. Cross, Fire Chief

909 South 2nd Street
Marshalltown, IA 50158
ccross@marshalltown-ia.gov
641.754.5751 (Office)
641.691.0862 (Cell)

July 16, 2025

Commandant Todd Jacobus
Iowa Veteran's Home
1301 Summit Street
Marshalltown, IA 50158

RE: Fire Protection Contract Renewal FY 2025-2026

The following figures were used to determine the fire protection renewal fee for FY 2025-2026 between the Iowa Veteran's Home and the City of Marshalltown:

Population: 27,591 (Marshalltown census)
FY 2025-2026 Fire Department Budget: **\$4,263,773**

FORMULA: FIRE PROTECTION AND SERVICES

Per Capita Cost: $\text{FD BUDGET} / \text{CITY POPULATION} = \mathbf{\$154.53}$

Contract Fee: $\text{PER CAPITA COST} \times 405 \text{ (average daily census)} = \mathbf{\$62,584.65}$

Confined space rescue retainer: **\$2,500**

Annual retainer providing usage of the Marshalltown Fire Department as the designated Confined Space Rescue Service under IVH Confined Space Program.

Total amount due: **\$65,084.65**

Please make payment to City of Marshalltown

Acceptance:

_____ Commandant - IVH	_____ Date
_____ Fire Chief – City of Marshalltown	_____ Date

The mission of the Marshalltown Fire Department is to proactively protect life, property, and the environment from fire and other emergencies within the community through public education, code enforcement, and incident response.



**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 28, 2025
Re: Resolution Approving a 28E Agreement between the City of Marshalltown and the Middle Iowa Watershed Management Authority

Strategic Plan Objective:

Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Recommended:

Staff recommends approval of the 28E Agreement to join the Middle Iowa Watershed Management Authority (MIWMA).

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.

City Council discussed participation in the MIWMA at its July 14, 2025 meeting and directed staff to bring the 28E agreement back to City Council for approval.

Attachments:

1. Resolution approving 28E agreement with Middle Iowa WMA
2. Middle Iowa WMA 28E Agreement Final

**RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF
MARSHALLTOWN AND THE MIDDLE IOWA WATERSHED MANAGEMENT
AUTHORITY TO COOPERATIVELY ADDRESS WATERSHED PLANNING,
WATER QUALITY, FLOOD RISK REDUCTION, AND HABITAT
ENHANCEMENT**

WHEREAS, the Iowa Legislature has authorized the formation of Watershed Management Authorities under Iowa Code Chapter 466B.22 to promote cooperative regional watershed planning and improvements; and

WHEREAS, Iowa Code Chapter 28E permits public agencies to enter into agreements for their mutual advantage; and

WHEREAS, the City of Marshalltown desires to enter into a 28E Agreement to join the Middle Iowa Watershed Management Authority (MIWMA), a coalition of cities, counties, and Soil and Water Conservation Districts in the Middle Iowa Watershed (HUC #07080208), to cooperatively address watershed planning, water quality, flood risk reduction, and habitat enhancement; and

WHEREAS, participation in MIWMA does not require a financial commitment unless separately authorized by the governing body of each member jurisdiction;

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

Section 1. The City Council approves the Articles of Agreement establishing the Middle Iowa Watershed Management Authority, a copy of which is attached hereto and incorporated herein by this reference.

Section 2. The Mayor is hereby authorized to execute the 28E Agreement on behalf of the City of Marshalltown.

Section 3. The City Clerk is directed to file a copy of this Resolution and executed Agreement with the Iowa Secretary of State, as required by Chapter 28E of the Code of Iowa.

Passed this ____ day of ____ 2025, and signed this ____ day of _____ 2025

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**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.

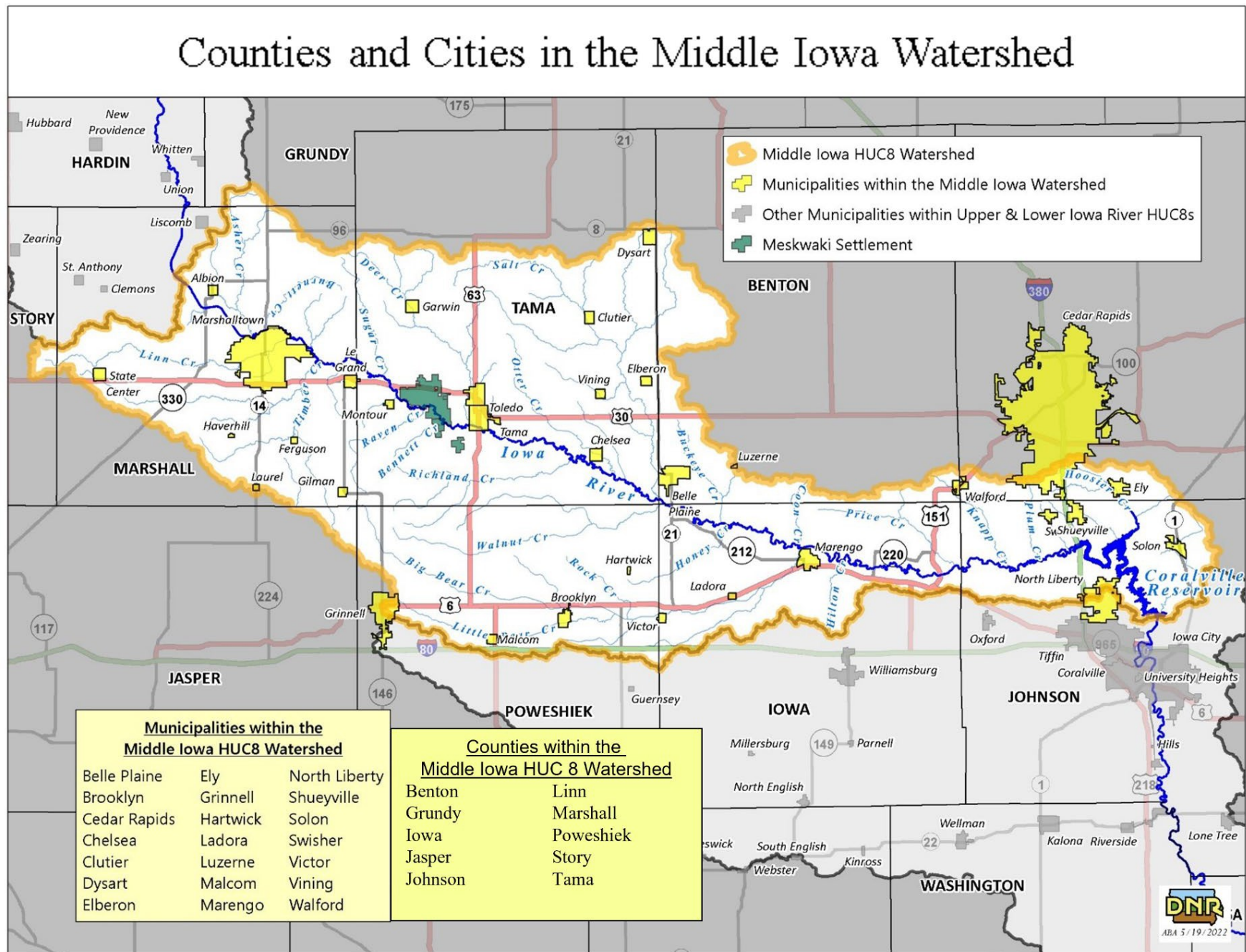
SECTION 15. AUTHORIZATION AND SIGNATURE PAGES.

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



**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 28, 2025
Re: Resolution Approving a Contract Between the City of Marshalltown and Sports Facilities Companies for the Completion of a Youth and Adult Recreational Sports Master Plan

Strategic Plan Objective:

Goal 3: Continually improve and sustain the City's infrastructure, organization, and services
Goal 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life

Recommended:

City staff recommend entering into a Services Agreement with Sports Facilities Advisory, LLC for the Completion of a Youth and Adult Recreational Sports Master Plan.

Budget Impact:

The current allocated budget for the development of a Youth and Adult Recreational Sports Master Plan is \$75,000.00. Sports Facilities Companies (SFC) has proposed an agreement to complete the requested Scope of Work in the amount of \$60,200.00.

Description/Background:

The City of Marshalltown released a Request for Proposals for the development of a Youth and Adult Recreational Sports Master Plan in late May. Eight qualified proposals were received by the due date and had been reviewed and scored by the Master Plan Review Committee. Three firms were invited to interview, with SFC being unanimously selected by the Committee.

SFC will be collaborating with Bolton & Menk as their local partner to assist in completing the eight task items as described in the Scope of Work. In addition to their more than 20 years of industry leadership, team of over 3,500 members and annual economic impact from their projects exceeding one billion dollars, CEO Jason Clement's personal ties to Marshalltown make SFC an excellent fit to develop the City's Youth and Adult Recreational Sports Master Plan.

Attachments:

1. Resolution Approving Contract for Recreation Sports Master Plan
2. SFA Services Agreement

**RESOLUTION APPROVING A CONTRACT BETWEEN THE CITY OF
MARSHALLTOWN AND SPORTS FACILITIES ADVISORY, LLC FOR THE
COMPLETION OF A YOUTH AND ADULT RECREATIONAL SPORTS MASTER
PLAN**

WHEREAS, the City of Marshalltown recognizes the importance of maintaining youth and adult sports facilities and recreational programming; and

WHEREAS, the City received and evaluated proposals from qualified firms based on evaluation criteria outlined in the RFPs for the completion of a Youth and Adult Recreational Sports Master Plan; and

WHEREAS, the City has selected Sports Facilities Advisory, LLC, who is 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 allocate funds from Council-designated Local Option Sales Tax to fund the study.

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 Youth and Adult Recreational Sports Master Plan to Sports Facilities Advisory, LLC in the amount of \$60,200, 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 Youth and Adult Recreational Sports Master Plan 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 28th day of July 2025, and signed this _____ day of July 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



THE SPORTS FACILITIES **ADVISORY**TM **SERVICES AGREEMENT**

Between:
Sports Facilities Advisory, LLC
&
City of Marshalltown, IA

JULY 23, 2025

SERVICES AGREEMENT

SPORTS FACILITIES ADVISORY, LLC – U.S. TAX ID: 32-0109344

17755 US Highway 19 N. Unit 300 • Clearwater, FL 33764 • P: 727.474.3845 • F: 727.462.2800

1. City of Marshalltown, IA (hereinafter referred to as “Client”) hereby engages Sports Facilities Advisory, LLC (hereinafter referred to as “Consultant”) for the services set forth in this Services Agreement (hereinafter referred to as “Agreement”).
2. **Scope of Services:** The Client is engaging the Consultant to provide the services set forth on Exhibit A in the attached hereto and the Consultant is agreeing to provide the services set forth on Exhibit A in the attached hereto.
3. **Period of Performance:** The period of performance under this Agreement shall commence upon signature of this Agreement by both parties and shall continue through the delivery by Consultant of Exhibit A but in no case shall be longer than 180 days. Any services provided by Consultant to Client beyond the scope of services and period of performance described herein will be contracted separately and billed at Consultant’s hourly rates.
4. **Confidentiality, Nondisclosure, and Non-Use Covenants:** For purposes of this Agreement, the party disclosing confidential information is the “Discloser,” and the party receiving the information is the “Recipient.” Confidential information means all information concerning either party’s business including, but not limited to, all tangible, intangible, visual, electronic, present or future information such as (a) trade secrets; (b) financial information, including pricing; (c) technical information, including research, development, procedures, algorithms, data designs, and know-how; (d) business information, including operations, planning, marketing interests, and products and services; and (e) the terms of this Agreement.
Recipient does not have an obligation to protect confidential information that is; (a) in the public domain through no action of Recipient; (b) within the legitimate possession of Recipient, with no confidentiality obligations to a third party; (c) lawfully received from a third party having rights in the information without restriction, and without notice of any restriction against its further disclosure; (d) independently developed by Recipient without breaching the agreement or by the parties who have not had, either directly or indirectly, access to or knowledge of the confidential information; or (e) disclosed with the prior written consent of Discloser. If confidential information is required to be produced by law, court order or government authority, Recipient must immediately notify Discloser of that obligation. Recipient will not produce or disclose confidential information in response to that obligation until Discloser has requested protection from the court or other legal or governmental authority issuing the process and the request has been denied, or consented in writing to the production or disclosure of the confidential information in response to the process, or taken no action to protect its interests in the confidential information within 14 business days after the receipt of notice from Recipient of the obligation to produce or disclose.
Recipient will use the confidential information only to further the relationship between the parties. Confidential information may not be disclosed to any third party without the written consent of Discloser or used by Recipient in any manner which may be competitive to Discloser.
5. **Responsibility:** Client assumes all responsibility for financial and other risks associated with the planning, development, operations & management of the Client’s business and Consultant assumes no liability for the Client’s project. The Client agrees to seek independent accounting and legal services that are necessary for the operation of Client’s businesses.
6. **Consultant Services:** Client understands that consultant is a management consulting firm, is not licensed to sell securities, is not a licensed accounting practice nor licensed to practice law.
7. **Governing Law:** The execution, interpretation, and performance of this Agreement shall be governed by the laws of the State of Florida. Any lawsuits arising from this Agreement shall be brought before a Court of Law in Pinellas County, Florida.
8. **Construction:** The parties hereto acknowledge and agree that: (i) each party has participated in the drafting of this Agreement; (ii) no inference in favor of, or against, any party shall be drawn from the fact that one party

has drafted any portion hereof; and (iii) each party has had the opportunity to have this document reviewed by their respective legal counsel.

9. **Entire Agreement:** This Agreement and the attached Exhibit A contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements or understandings, expressed or implied, written or oral, between the parties hereto with respect to the subject matter hereof. This Agreement may not be modified or amended except by a written instrument signed by the parties hereto.
10. **Compensation:** Upon execution of this Agreement, the compensation for Exhibit A shall be due and owing as follows under the Payment Terms:

Payment Terms – Exhibit A (\$55,200.00 + Up to \$5,000 Reimbursable Travel Expenses)

- Client shall pay to Consultant a monthly fee based on the percentage of total project completion, as determined by Consultant in good faith and in alignment with project milestones. Such payments shall be due within fifteen (15) days of receipt of an invoice outlining the progress and corresponding percentage of completion. All payments shall be made via electronic transfer unless otherwise agreed in writing by both parties.

- Preferred Payment: To avoid additional processing fees, the preferred payment method is via check.
- Wire Transfers: Client is responsible for all additional fees associated with electronic wire transfers.
- Credit Card Payments: Credit card payments will not be accepted.

In the event Client fails to make any payments when due, interest will be charged on the unpaid total in the amount of 18% per annum or the maximum rate allowed under state and federal law, whichever is greater. All payment due dates, unless otherwise stated, are to be within 30 days of receipt of the invoice. Deposit (or initial) payments are the exception as these payments are immediately due to engage Consultant for services.

City of Marshalltown, IA
"CLIENT"

Sports Facilities Advisory, LLC
"CONSULTANT"

BY: _____

BY: _____

Print Name

Jason Clement, Manager
Print Name

Attest

Date

Date

Client Billing Address

Invoicing/Billing Contact Name

Invoicing/Billing Contact Email/Phone

SCOPE OF SERVICES

TASK 1 PROJECT INITIATION & WORK PLAN

Master Plan Kick-Off Meeting

To initiate the master plan, the Advisory Team will set up and facilitate an initial meeting with the Steering Committee to cover six topics that allow the Advisory Team to begin its work. Those topics are:

- Introductions
- History and Key Insights
- Existing Data
- Key Partners and Stakeholders
- Key Dates for the Project
- Other Questions & Answers

Existing Data Request & Review

Following the kick-off meeting and prior to submitting a finalized work plan for approval by the Steering Committee, the Advisory Team will request and review any existing data, documentation, and/or resources related to the master plan. This data may include but not be limited to:

- The City's history and data pertaining to recreational sports operating budget, revenue generation, capital development budget, facility assessments, programming, and service delivery models.
- Facility-specific historic profit and loss statements.
- Programs and services details, including registration/participation data, fees (charged by the City to the program partners, charged by the program partners to the participants, etc.), schedules, and organizational structure.
- Existing and potential partner relationships.
- Existing contracts and use agreements.
- Potential site locations for the expanding recreational sports facilities.
- Past studies, assessments, and surveys that relate to the master plan.
- Any known or potential economic tools that could be deployed for the improvement of programs, services, and recreational sports facility inventory.

***Task 1 deliverable: finalized work plan**

- *Based on the discussions preceding selection, information shared during the kick-off meeting, and the Advisory Team's review of existing data, the Advisory Team will submit a finalized written work plan that includes an outline of methodology, engagement strategies, roles and responsibilities, timeline, and deliverable.*

TASK 2: INVENTORY & PROGRAM ANALYSIS

Inventory Compilation

The Advisory Team will compile a comprehensive inventory of existing youth and adult recreational sports programs, providers, and facility resources (including city, school, nonprofit, and private sectors).

Market, Trends, & Services Analysis

The Advisory Team will conduct independent research and analyses focused on participation trends, fees, age ranges, geographic access, and seasonal offerings, each of which will provide valuable insights and data points that will inform future discussions, strategies, and recommendations. Specifically, the Advisory Team will assess the following elements of a comprehensive market, inventory, and program analysis:

Target Market Identification

- Current and Future-Facing Demographics and Socioeconomics
- Market Trends
- Activity Participation Rates and Trends
- Program and Service Offerings
- Program and Service Fees
- Program and Service Schedules
- Local, Regional, and National Sports Industry Trends
- Outside Service Providers (Local and Sub-Regional Public and Private) – Facilities, Services, and Programs
- Best Practices in the Recreational Sports Industry
- Recommendations for Better Alignment with the Mission, Purpose, and Policies of Marshalltown Parks and Recreation:
 - **Mission:** To develop and promote recreational opportunities and to maintain and preserve parklands and facilities for the community.
 - **Purpose:** To provide affordable recreation and leisure opportunities to all area residents of Marshall County.
 - **Policies:** Marshalltown Parks and Recreation programs and facilities are available to all citizens regardless of race, color, national origin, sex, age, or disability. Reasonable accommodations and support can be requested to provide an individual's participation in desired programs and activities.

****Task 2 deliverable: summary report of inventory & program analysis***

- *The Advisory Team will develop and submit a summary report of all findings from the Inventory and Program Analysis, including the Market, Trends, and Services Analysis.*

TASK 3: STAKEHOLDER ENGAGEMENT

Development of Custom, Multilingual Community Engagement Website

In advance of direct stakeholder and community engagement initiatives and to maximize participation from stakeholders, partners, and residents alike, the Advisory Team will develop a customized, multi-functional project website in both English and Spanish that will be updated throughout the development of the master plan. The website will include the following elements:

- Project Background and Overview
- Project Timeline with Progress Tracking
- Survey
- Quick Polls
- Documents Library
- Interactive Prioritization Tools
- Open-Ended Feedback

To maximize access to and use of the site, the Advisory Team will build access through both a QR Code and a hyperlink, giving participants the option to access and interact with the site on mobile devices and computers.

Site Visit with Development Planning Session, Facility Tours, & Market Tours

The Advisory Team's site visit will begin with a Development Planning Session (DPS), which is a half-day session designed to create alignment, identify the parameters of the master plan, and create the most likely path forward for the initiative. The DPS will encompass discussions related to existing programs and services, operational and impact goals, and ideas for existing facility improvement and new facility development, as well as topics such as the business model, the program plan, design/space considerations, alliances with partners and user groups, utilization, funding/financing, competition analysis, market share, the management and staffing plan, and more.

The Advisory Team will work with the Steering Committee to schedule tours of key existing recreational sports facilities in the City (publicly owned complexes, partner-owned or operated complexes, etc.), including sports assets of schools and other entities that are available to the public. These tours will enable the Advisory Team to view facilities and sites from the customer's perspective and evaluate the opportunity to leverage existing recreational sports facilities and programs to expand year-round recreation opportunities and maximize community impact.

The Advisory Team will independently tour the City to understand residents' perspective on the community, including how accessibility, visibility, and competing service providers may influence recommendations for the master plan.

Stakeholder Meetings/Interviews

During site the visit, the Advisory Team will facilitate meetings with key stakeholders to share information about the study, gain insights from them, and generate support for the project. The Advisory Team will work with the Steering Committee to develop the schedule and invitation for these important meetings. For clarity, the Advisory Team classifies "stakeholders" as potential project supporters; these are typically a combination of elected officials, City staff, decision-makers from existing and potential partner groups (public, private, non-profit, and institutional), potential funding partners, and more.

The Advisory Team will facilitate virtual follow-up meetings/interviews with stakeholders as necessary.

User Group Meetings/Interviews

Similar to the stakeholder meetings/interviews, the Advisory Team will facilitate meetings with key user groups and/or representatives from activity-based groups that are likely to support and use new and/or improved facilities. The Advisory Team classifies “user groups” as potential facility users; these are typically recreation/sports/aquatics/fitness program providers, Parks and Recreation leaders and staff members who are not on the Steering Committee, schools, coaches, parents, participants, and more. These meetings will allow the Advisory Team to understand how partners can support improvements to programs, services, and facilities.

The Advisory Team will facilitate virtual follow-up meetings/interviews with user groups as necessary.

Community Survey

Accessible through the custom project website, the Advisory Team will develop, administer, and analyze a community survey that focuses on stakeholders, user groups, and residents to quantify the likelihood of particular market segments participating in programs, using recreational sports facilities, and the specific expanded programs/amenities they support. To obtain opinions and data from the community, the Advisory Team will work with the City to identify and utilize the appropriate distribution list(s) that maximize reach and participation.

At minimum, the survey will be designed to:

- Understand the priorities of the residents of service area.
- Gauge the level of support for different elements and programs.
- Identify barriers to participation (time, cost, location, transportation, cultural, language, etc.).
- Determine what facilities and amenities the public would be willing to pay for or purchase.
- Determine what location(s) in the City should be considered for expanding inventory.
- Determine how far a resident would be willing to travel to access different facilities.
- Determine what form of financing the public would support.
- Residents' current level of satisfaction with recreational sports opportunities.
- Which recreation facilities are lacking in the service area.

Community Vision Open House

The Advisory Team will work with the Steering Committee to set up and facilitate a community vision open house to be held during the Advisory Team's site visit. This session will allow community members to come to a public location after work hours, interact with key Advisory Team and Steering Committee members, share their thoughts on the programs assets that best meet the vision for the master plan, and provide valuable insights on the uses of the programs and assets that will support a successful initiative.

The location, date, and time of the open houses will be determined in concert with the Steering Committee.

During the open house, the Advisory Team will orient attendees to the custom project website and demonstrate how to use the survey and prioritization tools. The goal will be to direct participants to utilize the website to provide feedback and to share the opportunity to participate via the website with others while still accommodating direct, personal interactions.

***Task 3 Deliverable: Stakeholder Engagement Summary & Raw Data**

The Advisory Team will submit a summary report of all findings from the stakeholder engagement process, including survey results, prioritization results, raw data, and meeting notes.

TASK 4: BENCHMARKING & BEST PRACTICES

Levels of Services/Facilities Gap Analysis

Building upon the research, data, and insights developed throughout the existing data review and market analysis, the Advisory Team will develop a levels of service analysis to identify gaps in recreation assets relative to comparable communities. The matrix will include an assessment of the City's recreation assets per capita alongside a comparison to three peer communities (identified and selected in partnership with the Steering Committee) and a comparison based on national recreation asset benchmarks from similarly sized communities across the United States. The levels of service/facilities gap analysis will demonstrate which recreation asset types have a surplus or a deficit relative to benchmarks and inform the next phases of the master plan by identifying recreation assets that are most needed.

Program Gap Analysis

The Advisory Team will develop a matrix of programs to identify gaps in services/offerings throughout the City. The program gaps analysis will provide a general overview of the recreational sports programs that are currently available and the programs that could be accommodated through improvements to the programs, policies, partnerships, and facilities in Marshalltown.

Best Practices Review & Recommendations

Leveraging our deep experience in planning and operating recreational sports assets, our expansive work with national recreation-focused associations (e.g., NRPA), our position as recreational sports facility operators and program providers in more than 90 communities across the country, and our database of over 3,000 recreation-focused projects and operations, the Advisory Team will develop an overview of best practices for organizational structure, funding, facility management, and inclusive programming, as well as providing insights and recommendations related to service delivery, facility planning and design, partnership structures, equity in access, technology integration, holistic wellness programming, and climate-resilient infrastructure. This assessment will lay the foundation for aligning investments with community needs and delivering exceptional, equitable recreational sports services.

****Task 4 Deliverable: Benchmarking & Best Practices Report***

The Advisory Team will develop and submit a benchmarking and best practices report that includes each of the analysis, matrices, findings, and recommendations detailed above.

TASK 5: FACILITY ASSESSMENT

Qualitative & Quantitative Facility Conditions Assessment

Through a direct, on-site assessment and supported by existing data and supplemental research, the Advisory Team will develop a detailed understanding of the general condition of existing recreational resources including athletic fields, gyms, and other sports facilities. Additionally, this assessment will include an evaluation of utilization and accessibility. The process will include but not be limited to:

- Assessing the qualitative condition of each facility through a direct, on-site evaluation.
- Collecting imagery to represent overall conditions and items of specific concern.
- Evaluating use and utilization, particularly comparing actual participation volume versus expected participation volume based on industry data and community preferences identified through the stakeholder and community engagement process.

- Identifying current accessibility barriers/challenges (e.g., location, multimodal accessibility, public transportation, etc.).

Capacity Limitations, Scheduling Conflicts, and Maintenance Challenges

Building upon several of the preceding steps, the Advisory Team will identify capacity limitations at the community level and individual facility level. Additionally, the Advisory Team will identify scheduling conflicts identified in collaboration with the City's Parks and Recreation leaders, program partners, and stakeholders/user group/community members who participate in engagement meetings and survey/data collection. Finally, the Advisory Team will document specific facility features, site features and/or external influences contributing to maintenance and upkeep challenges (e.g., poor drainage, incompatible land uses, multimodal access challenges, pavement/land cover conditions, general wear/use patterns, etc.).

Asset Development & Program Prioritization Matrix

Based on the insights, data, and analyses generated in the preceding steps, the Advisory Team will develop a demand analysis to identify key physical assets and programs that should be prioritized through the master plan. To quantify the factors that influence prioritization, the Advisory Team will develop an asset prioritization analysis and a program prioritization analysis that result in a weighted score of programs and services. These proprietary analytical processes will demonstrate which assets and programs are most valuable based on a blend of City/public/stakeholder/user group input and initial data/analysis related to the cost of construction/program development, revenue potential, operations and maintenance expenses, and long-range impact potential.

Opinion of Probable Construction Costs for Phased Investments

Based on the prioritization matrix and reflecting a realistic phasing approach, the Advisory Team will develop estimated construction costs for recommended facility improvement projects. To complete this portion of the master plan, the Advisory Team will prepare a planning-level opinion of probable construction costs for recommended facility improvements over time based on recent bid figures from similar projects, national estimating guides, local cost adjustment factors, and data and insights gathered throughout the preceding steps.

****Task 5 Deliverable: Facility Assessment with Recommendations for Improvement or Expansion***

Reflecting the findings from Tasks 2-5, the Advisory Team will develop and submit a facility assessment and recommendations for facility improvement and/or expansion.

TASK 6: STRATEGIC RECOMMENDATIONS AND ACTION PLAN

Strategic Recommendations and Action Plan

Reflective of all of the information, data, analyses, and recommendations produced in Tasks 1-5, the Advisory Team will develop a draft Strategic Recommendations and Action Plan that provides actionable short- and long-term recommendations for:

- Program coordination and alignment
- Facility investments or partnerships
- Equity and inclusion strategies
- Governance models or shared service approaches

The Advisory Team will present the draft plan to the Client Team via video conference and deliver the draft plan via email. Following the Client Team's independent review, the Advisory Team will facilitate a follow-up meeting to answer questions and address requested updates to the draft plan, then produce final version of the deliverable.

****Task 6 Deliverable:***

Strategic Recommendations and Action Plan

TASK 7: 3-, 5-, AND 10-YEAR IMPLEMENTATION PLAN

Comprehensive 3, 5, and 10-Year Implementation Plan

To synthesize the work output from Tasks 1-6 into a realistic, time-based, resource-conscious investment outline, the Advisory Team will develop a phased implementation plan outlining priorities, estimated costs, potential funding sources, and timelines at 3-year, 5-year, and 10-year milestones.

****Task 7 Deliverable:***

Comprehensive 3-, 5-, and 10-Year Strategic Plan with Cost Estimates

TASK 8: FINAL PRESENTATION AND REPORTING

Final Presentation

Following the approval of all deliverables, the Advisory Team's Principal in Charge, Vice President, or Account Executive will return to the City of Marshalltown to present the final report and recommendations at one or more in-person presentations to the City Council, Parks & Recreation Commission, and other stakeholders.

Final Reporting

The Advisory Team will package and deliver all documentation in both PDF and editable formats.



**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 28, 2025
Re: Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Shops at Marshalltown LLC, Including Annual Appropriation Tax Increment Payments

Strategic Plan Objective:

Expand and improve development in the community, including and incentive program for the redevelopment of the Marshalltown Mall

Recommended:

Staff recommends adoption of the attached resolution.

Budget Impact:

The Shops at Marshalltown development agreement authorizes annual appropriation tax increment payments not to exceed \$7,250,000.

Description/Background:

Background

The City has received a request from Shops at Marshalltown, LLC., for financial assistance in support of a major redevelopment of the existing Marshalltown Mall. The project includes new storefronts, improvements to sidewalks and parking lots, as well as other building enhancements. The developer anticipates an investment of approximately \$42.9 million in the property.

The project site is located within the Marshalltown Urban Renewal Area No. 3 and is eligible for tax increment financing.

Key Terms of the Proposed Development Agreement

- Tax Increment Payments: Up to \$7,250,000 in annual appropriation payments over 20 years, contingent on available increment and annual Council appropriation.
- Minimum Assessment Agreement: Developer agrees to a minimum assessed value of \$23,500,000 as of January 1, 2027.

- **Occupancy Threshold:** Developer must maintain at least 70% of leasable area (excluding self-storage) in active commercial use beginning one year after project completion, with potential proportional reduction in TIF payments if not met.
- **Use Restrictions:** Limits are placed on non-retail and self-storage uses within the mall building to preserve the retail/commercial character.

Next Steps

If the resolution is adopted, staff will publish notice of the public hearing. At the August 11 meeting, the Council will be asked to consider approval of the Development Agreement following the public hearing.

Attachments:

1. Resolution Set Date Dev Agmt AA (Marshalltown #62 2025)-v2
2. Development Agreement (Shops at Marshalltown) (Marshalltown 2025)-v3
3. 2500 2502 2504 S Center Street Site Plan

July 23, 2025

VIA EMAIL

Carol Webb
City Administrator/City Hall
Marshalltown, IA

Re: Shops at Marshalltown, LLC Development Agreement
File No. 422742-62

Dear Carol:

Attached please find proceedings to enable the City Council to act on July 28, 2025 to set August 11, 2025 as the date for a public hearing on the proposed Development Agreement with Shops at Marshalltown, LLC, including the proposal for tax increment payments.

The notice of public hearing on the Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last date on which the notice can effectively be published is August 7, 2025. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice and email a copy of the published notice to lemke.susan@dorsey.com.

We will prepare and forward to you in time for the August 11, 2025 meeting the necessary proceedings to approve the Agreement. We would appreciate receiving one fully executed copy of these proceedings as soon as they are available. Please contact John Danos or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Alicia Hunter

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(SHOPS AT MARSHALLTOWN, LLC)

422742-62

Marshalltown, Iowa

July 28, 2025

A meeting of the City Council of the City of Marshalltown, Iowa, was held at 5:30 p.m., on July 28, 2025, at the City Council Chambers, located at 10 West State Street, Marshalltown, Iowa, pursuant to the rules of the Council. The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

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

Ayes: _____

Nays: _____.

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

RESOLUTION NO. _____

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Shops at Marshalltown, LLC, Including Annual Appropriation Tax Increment Payments

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

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

WHEREAS, the City proposes to enter into an agreement (the “Development Agreement”) with Shops at Marshalltown, LLC (the “Company”) in connection with the renovation and redevelopment by the Company of the existing Marshalltown Mall in the Urban Renewal Area; and

WHEREAS, under the Development Agreement, the City would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments (the “Payments”) in an amount not to exceed \$7,250,000 under the authority of Section 403.9(1) of the Code of Iowa; and

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

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

Section 1. This Council shall meet on August 11, 2025, at 5:30 p.m., at the City Council Chambers, 10 West State Street, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the Payments.

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

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT
WITH SHOPS AT MARSHALLTOWN, LLC AND AUTHORIZATION OF
ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Marshalltown, Iowa, will meet at the City Council Chambers, 10 West State Street, on August 11, 2025, at 5:30 p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Shops at Marshalltown, LLC (the “Company”) in connection with the renovation and redevelopment by the Company of the existing Marshalltown Mall in the Marshalltown Urban Renewal Area No. 3, which Agreement provides for certain financial incentives in the form of annual appropriation incremental property tax payments in an amount not to exceed \$7,250,000 under the authority of Section 403.9(1) of the Code of Iowa.

The commitment of the City to make annual appropriation incremental property tax payments to the Company under the Development Agreement will not be a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the Marshalltown Urban Renewal Area No. 3. Payments under the Development Agreement will be subject to annual appropriation by the City Council.

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

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

Alicia Hunter
City Clerk

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

Passed and approved July 28, 2025.

Mayor

Attest:

City Clerk

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SS:

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

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

WITNESS MY HAND this ____ day of _____, 2025.

City Clerk

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

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

DEVELOPMENT AGREEMENT SHOPS AT MARSHALLTOWN

This Agreement is entered into between the City of Marshalltown, Iowa (the “City”) and Shops at Marshalltown, LLC (the “Developer”) as of the ____ day of _____, 2025 (the “Commencement Date”).

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

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

WHEREAS, the Developer has proposed to undertake the renovation and redevelopment of the existing Marshalltown Mall building (the “Mall Building”) on the Property including the design of new storefronts, and the construction of sidewalk, parking lot and other structural improvements (collectively, the “Project”); and

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

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

NOW THEREFORE, the parties hereto agree as follows:

A. Developer’s Covenants

1. Project Construction; Project Maintenance.

Project

The Developer agrees to construct the Project on the Property. Furthermore, the Developer reasonably expects to invest approximately \$42,995,775 into capital improvements for the Project, including construction work, equipment, furnishings and other capital improvements. The Developer has submitted a detailed site plan (the “Site Plan”) for the development of the Project to the City. The Site Plan is attached hereto as Exhibit B. The Developer agrees to construct the Project substantially in accordance with the Site Plan and to substantially complete such construction by no later than December 31, 2027 (the “Project Completion Date”). Further, the Developer agrees to construct the Project in compliance with local zoning, land use, building and safety codes and regulations.

Maintenance of Property

Further, throughout the Term (as hereinafter defined) of this Agreement, the Developer agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. The Developer agrees to maintain compliance with local zoning, land use, building and safety codes and regulations throughout the Term of this Agreement, provided, however, that any noncompliance that may occur during the Term and that does not interfere with the Developer's performance of its material obligations under this Agreement shall not constitute a default under this Agreement.

2. Primary Use Commitment Limitations on Non-Retail Uses; Self-Storage Use Restrictions. The Developer agrees to maintain ownership of the Property throughout the Term of this Agreement and to comply with the following provisions:

Primary Use Commitment

The Developer agrees that, following the completion of the Project, the Developer shall cause the Mall Building to be operated in the normal and customary course as a commercial shopping mall, consistent with industry standards for regional or community malls. Such use shall include, but not be limited to, the operation of retail establishments, restaurants, entertainment venues, and other consumer-facing commercial activities that are typical of a traditional shopping mall environment (collectively, the "Permitted Primary Uses").

"Leasable Area" or "LA" means the total floor area designed for tenant occupancy and exclusive use, including any mezzanines and storage areas, and measured from the centerline of joint partition walls and from outside wall faces. LA shall exclude common areas, service corridors, utility rooms, stairwells, elevator shafts, and other non-leasable spaces.

Limitations on Non-Retail Uses.

The Developer shall ensure that no more than ten percent (10%) of the LA within the Mall Building shall be leased to, or otherwise occupied by, tenants or occupants whose primary business activities do not involve frequent and ongoing visitation by members of the general public. Such limited visitor activity uses shall include, without limitation, general office space, administrative offices, professional service providers, call centers, medical clinics or medical offices, and similar non-retail uses ("Limited Visitor Activity Uses").

Self-Storage Use Restriction.

The Developer shall be permitted to allocate and lease or operate no more than 75,000 square feet of the total LA of the Mall Building for self-storage or mini-storage use (the "Self-Storage Use"), provided that such use (i) complies with all applicable zoning, building, and fire safety regulations, (ii) is physically segregated from the primary retail areas of the Mall Building, (iii) does not occupy frontage space in the Mall Building facing Center Street; and (iv) does not materially interfere with or detract from the retail and commercial character and functionality of the remainder of the Mall Building.

3. Minimum Occupancy Requirement and Payment Adjustment

Minimum Occupancy Threshold

Beginning on the date that is twelve (12) months following the Project Completion Date of this Agreement and continuing through the Term of this Agreement, the Developer shall ensure that not less than seventy percent (70%) of the total LA, excluding any Self-Storage Use from the numerator (the “Occupancy Threshold”) within the Mall Building is leased to and occupied by tenants that are open for business and operating in accordance with Section A.2 of this Agreement.

Failure to Meet Threshold To the extent that an Annual Certification filed by the Developer as required by Section A.7 of this Agreement in any year reflects that the Developer did not meet the Occupancy Threshold for the applicable period covered by such Annual Certification, the Developer acknowledges that the Payments as provided for under Section B.3 of this Agreement coming due in the following fiscal year may, at the City’s sole discretion, be reduced by no more than a percentage equal to the percentage (rounded to the nearest amount) by which the Developer failed to comply with the Occupancy Threshold.

The proportional reduction shall be calculated based on the difference between the actual percentage of occupied LA and the required seventy percent (70%) Occupancy Threshold. For example, if only sixty percent (60%) of the LA is occupied and operational, the Payments for the applicable fiscal year shall be reduced by ten percent (10%).

Notwithstanding anything in this Agreement to the contrary, the reduction in the amount of a Payment, as contemplated in this Section A.3, is the sole remedy available to the City for the Developer’s failure to meet the Occupancy Threshold for the relevant certification period, and such failure shall not otherwise be considered an Event of Default hereunder.

4. Minimum Assessment Agreement. The Developer shall enter into an assessment agreement (the “Assessment Agreement”), pursuant to Section 403.6 of the Code of Iowa fixing the minimum assessed valuation of the Property, in contemplation of the value to be added by the Project, at not less than Twenty-Three Million Five Hundred Thousand Dollars (\$23,500,000) (the “Minimum Assessed Valuation”) as of January 1, 2027 (the “First Valuation Date”). It is intended by the Developer that the Minimum Assessed Valuation shall be established on the Marshall County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompleteness of the Project. The Assessment Agreement shall be in substantially the form attached hereto as Exhibit C and shall remain in effect throughout the Term of this Agreement.

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

6. Property Tax Payment Certification. For purposes of this Agreement, “Annual Percentage” shall mean the annual percentage in effect from time to time as set forth in the following table:

Payment Year	Annual Percentage
First through Third Payment Years	90%
Fourth through Eighth Payment Years	70%
Ninth through Thirteenth Payment Years	60%
Fourteenth through Seventeenth Payment Years	40%
Eighteenth through Twentieth Payment Years	20%

The Developer agrees to certify to the City by no later than October 15 of each year during the Term, commencing in 2027, an amount (the “Developer’s Estimate”) equal to the Annual Percentage of the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. In submitting each such Developer’s Estimate, the Developer will complete and submit the worksheet attached hereto as Exhibit D. The City reserves the right to review and request revisions to each such Developer’s Estimate to ensure the accuracy of the figures submitted.

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

The “Base Valuation” of the Property for purposes of calculating Incremental Property Tax Revenues under this Agreement and Section 403.19 of the Code of Iowa shall be \$2,800,000.

Upon request, the City staff shall provide reasonable assistance to the Developer in completing the worksheet required under this Section A.6.

7. Annual Certification. To assist the City in monitoring the performance of the Developer under this Agreement, a duly authorized officer of the Developer shall annually certify to the City to the best of the Developer’s knowledge (a) that the Developer owns the Property and all taxes owed on the Property have been timely paid; (b) that the Developer is not in material violation of this Agreement; (c) that the Developer is in compliance with Section A.2 of this Agreement covering the Primary Use Commitment, the Limitations on Non-Retail Uses and the Self-Storage Use Restriction; and (d) that the Developer has met the Occupancy Threshold. The Developer’s annual certification (the “Annual Certification”) pursuant to this provision shall be in substantially the form set forth on Exhibit E attached hereto and shall be due each year on October 15th beginning in 2027 and continuing through the Term of this Agreement.

The Developer shall provide supporting information for its Annual Certification upon request of the City.

8. Default Provisions.

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

- i. Failure by the Developer to substantially complete construction of the Project pursuant to the terms and conditions of this Agreement.
- ii. Failure by the Developer to enter into the Assessment Agreement.
- iii. Failure by the Developer to fully and timely remit payment of property taxes when due and owing.
- iv. Failure by the Developer to comply with Sections A.2, A.3, A.6 and A.7 of this Agreement.
- v. Failure by the Developer to observe or perform any other material covenant on its part, to be observed or performed hereunder.

b. Notice and Remedies. Whenever any Event of Default, or other event with a specified remedy herein, including but not limited to the City withholding, reducing or delaying payments to the Developer as a remedy, described in this Agreement occurs, the City shall provide written notice to the Developer describing the cause of the default and the steps that must be taken by the Developer in order to cure the default. The Developer shall have sixty (60) days after receipt of such written notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible, provided, however, that for an alleged default or breach under Section A.3, the Developer shall have one-hundred eighty (180) days to cure the default or demonstrate to the City that it is using commercially reasonable best efforts to do so. If the Developer fails to cure the default or provide assurances, the City shall then have the right to:

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

9. Legal Fees. The Developer hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Plan for the Urban Renewal Area. Furthermore, the Developer agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$20,000 or (2) the Actual Admin Costs from the Incremental Property Tax Revenues before making any Payments to the Developer, as provided for under Section B.1 below, in order to recover some or all of the Actual Admin Costs.

B. City's Obligations

1. Payments. In recognition of the Developer's obligations set out above, the City agrees to make forty (40) semiannual economic development tax increment payments (the "Payments" and each, individually a "Payment") to the Developer during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$7,250,000 (the "Maximum Payment Total"), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

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

This Agreement assumes the taxable valuation resulting from the Project will go on the property tax rolls as of January 1, 2027. Accordingly, Payments will be made on December 1 and June 1 of each fiscal year, beginning December 1, 2028, and continuing through and including June 1, 2048, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term, as hereinafter defined, of this Agreement, commencing in calendar year 2027, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the "Appropriated Amount") of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Developer's Estimate. In considering whether to appropriate funds for the Appropriated Amount, the City Council shall take as persuasive evidence the Developer's compliance with this Agreement and, provided Developer is in substantial compliance with this Agreement, shall appropriate funds for the Appropriated Amount absent circumstances beyond its control that would render appropriating funds for the Appropriated Amount materially detrimental to the City's budget or primary financial obligations.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Developer will have no rights whatsoever to compel the City to make such Payments, to seek damages relative thereto, or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year's Payments shall not render this Agreement null and void, and the Developer shall make the next succeeding submission of the Developer's Estimate as called for in Section A.6 above, provided however that no Payment shall be made after June 1, 2048.

3. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2028 and on June 1, 2029, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by

December 1, 2027). Furthermore, the amount of each such Payment shall not exceed the Annual Percentage of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Marshall County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment Date.

4. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Marshall County Auditor an amount equal to the most recently obligated Appropriated Amount.

5. Developer Use of Funds. The Developer may, at its sole discretion, pledge the revenues this Agreement describes and promises to a third-party lender or financial institution as a means to monetize future revenue streams. Nothing in this Agreement shall limit or prohibit the Developer from doing so or require the City’s authorization or consent for such an arrangement. Such an arrangement shall not constitute an assignment of this Agreement.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Developer’s rights to receive the Payments hereunder may be assigned by the Developer to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

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

3. Term. The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on June 1, 2048, or on such earlier date upon which the aggregate sum of Payments made to the Developer equals the Maximum Payment Total.

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

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

CITY OF MARSHALLTOWN, IOWA

By: _____
Mayor

Attest:

City Clerk

SHOPS AT MARSHALLTOWN, LLC

By: _____
[Name, Title]

DRAFT

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Lots 1, 2 and 10, "Marshalltown Mall First Addition", an official plat, recorded as instrument No. 201700007039, in the city of Marshalltown, Marshall County, Iowa.

DRAFT

EXHIBIT B
SITE PLAN

DRAFT

EXHIBIT C
FORM OF ASSESSMENT AGREEMENT

DRAFT

MINIMUM ASSESSMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Amy M. Bjork, Esq., Dorsey & Whitney LLP, 801 Grand Avenue, Suite 4100, Des Moines, IA 50309; Phone: 515-699-3285

Return Document To:

City Administrator, City of Marshalltown, Iowa, 24 North Center Street, Marshalltown, IA 50158; Phone: 641-754-5701

City:

City of Marshalltown, Iowa

Property Owner:

Shops at Marshalltown, LLC

Legal Description:

See Exhibit A

Book & Page Reference if applicable:

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT, dated as of the ____ day of _____, 2025, by and among the City of Marshalltown, Iowa (the “City”), Shops at Marshalltown, LLC (the “Property Owner”), and the County Assessor of Marshall County (the “Assessor”).

WITNESSETH

WHEREAS, the Property Owner owns the real property, the legal description of which is contained in Exhibit A attached hereto (the “Property”), which is located in the Marshalltown Urban Renewal Area No. 3 in the City; and

WHEREAS, the Property Owner has undertaken the redevelopment and renovation of the existing Marshalltown Mall building on the Property; and

WHEREAS, a development agreement (the “Development Agreement”), dated _____, 2025, has been executed between the City and the Property Owner in connection with the Property Owner’s investment in and business operations on the Property; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City and the Property Owner desire to establish a minimum taxable value for the Property and the improvements to be constructed thereon, which shall be effective as of January 1, 2027, and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum market value of the land and improvements;

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Effective January 1, 2027, the minimum actual value which shall be assessed for the Property upon completion of the improvements to be constructed thereon, shall not be less than Twenty-Three Million Five Hundred Thousand Dollars (\$23,500,000) until termination of this Agreement.

2. The Property Owner hereby agrees that the assessed valuation (hereinafter referred to as the “Minimum Actual Value”) set forth in Section 1 above shall become and remain effective as of January 1, 2027, and throughout the term of this Agreement, regardless of the actual degree of completion or incompleteness of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Property Owner acknowledges that the City has changed its position in reliance on the timeliness of such increase in valuation as set forth in the Development Agreement.

3. The Property Owner agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, subject to any limitations set forth in the Development Agreement. The Property Owner further agrees that until this Agreement is terminated, they will not seek administrative or judicial review of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.

4. The Property Owner further agrees that until this Agreement is terminated it will not seek any tax exemption or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of the Property including causing or allowing the property to be leased, sold, transferred to or otherwise used by an entity that is exempt from property taxes under the laws of the State of Iowa.

5. This Agreement, and the Minimum Actual Value established herein, shall be effective until such time as the City's obligations to make Payments (as defined in the Development Agreement) have been satisfied in-full.

6. Nothing herein shall be deemed to waive the Property Owner's rights under Section 403.6(19) Code of Iowa (2025), or otherwise, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value.

7. This Agreement shall be promptly recorded with the Marshall County Recorder, along with a copy of Iowa Code Section 403.6.

8. Neither the preamble nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract between the City and the Property Owner, including the Development Agreement.

[Remainder of page intentionally left blank.]

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

CITY OF MARSHALLTOWN, IOWA

By _____
Chairperson

Attest:

City Clerk

SHOPS AT MARSHALLTOWN, LLC

By: _____
[Name]
Its: _____
[Title]

DRAFT

[Signature Page]

STATE OF IOWA)
)
MARSHALL COUNTY) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Joel T.S. Greer and Alicia Hunter, the Mayor and City Clerk, respectively, of Marshalltown, Iowa, a municipal corporation of the State of Iowa, on behalf of the City.

Notary Public

DRAFT

STATE OF IOWA)
)
MARSHALL COUNTY) SS:

The foregoing instrument was acknowledged before me this ____ day of _____,
2025 by _____ the _____ of Shops at
Marshalltown, LLC, an Iowa limited liability company.

Notary Public

DRAFT

EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT

Lots 1, 2 and 10, “Marshalltown Mall First Addition”, an official plat, recorded as instrument No. 201700007039, in the city of Marshalltown, Marshall County, Iowa.

DRAFT

CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above-described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements upon completion, shall be not less than Twenty-Three Million Five Hundred Thousand Dollars (\$23,500,000) until termination of the Agreement.

County Assessor for Marshall County,
State of Iowa

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary Public

DRAFT

[Assessor's Certification]

LIENHOLDER'S CONSENT, IF ANY

In consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, and notwithstanding anything in any loan or security agreement to the contrary, the undersigned ratifies, approves, consents to and confirms the Assessment Agreement entered into between the parties, and agrees to be bound by its terms. This provision shall be binding on the parties and their respective successors and assigns.

[NAME OF LIENHOLDER]

By: _____
Signature

Date: _____

STATE OF IOWA)
)
MARSHALL COUNTY) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by _____ the _____ of _____.

Notary Public

[Add additional pages for each Lienholder]

[If no Lienholders exist, this consent will not be completed]

[Lienholder's Consent]

To be filed with Assessment Agreement

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the developer of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above-described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$_____.

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

EXHIBIT D
DEVELOPER'S ESTIMATE WORKSHEET

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

Payment Year	Annual Percentage
First through Third Payment Years	90%
Fourth through Eighth Payment Years	70%
Ninth through Thirteenth Payment Years	60%
Fourteenth through Seventeenth Payment Years	40%
Eighteenth through Twentieth Payment Years	20%

EXHIBIT E
ANNUAL CERTIFICATION

(due by October 15th as required under terms of Development Agreement)

WHEREAS, the City of Marshalltown, Iowa (the "City") authorized the payment of certain economic development tax increment payments (the "Payments") to Shops at Marshalltown, LLC (the "Developer") pursuant to a Development Agreement (the "Agreement") entered into between the City and the Developer; and

WHEREAS, the Agreement contains certain conditions required to be completed by the Developer in order for the Developer to be eligible to receive such Payments and as such the Developer hereby certifies the following as satisfaction of such conditions:

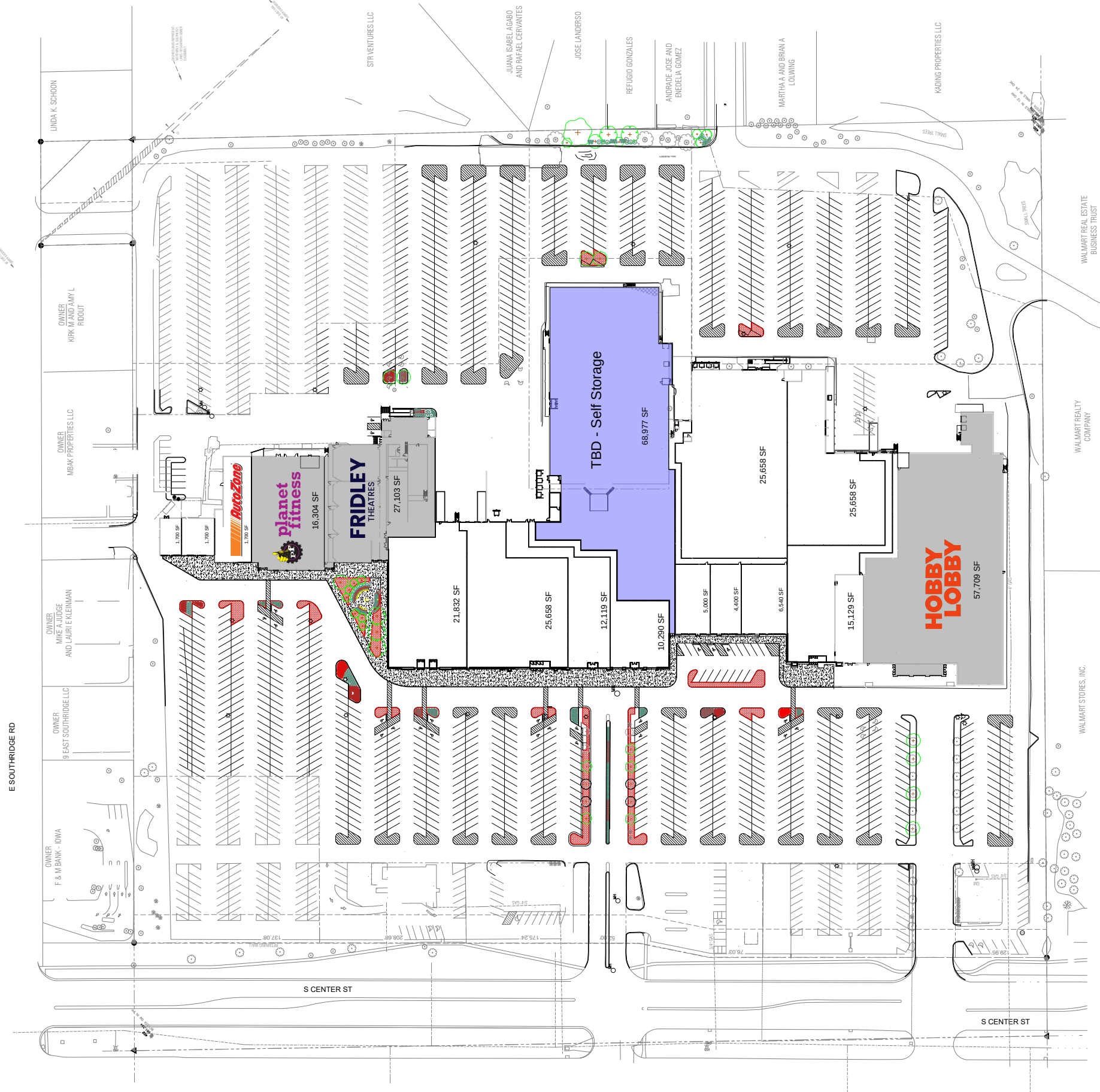
- (i) The Developer owns the Property.
- (ii) All property taxes on the Property in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;
- (iii) The Developer is in compliance with the Occupancy Threshold (as defined in the Agreement) and attached hereto is documentation demonstrating that 70% of the GLA (as defined in the Agreement) in the Mall Building (as defined in the Agreement) is occupied in compliance with Section A.2 of the Agreement.
- (iv) The Developer is not in material violation of the Agreement or any local, state or federal law or regulation and is not aware of any pending or threatened claim against the Developer with respect to such laws.

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20____.

SHOPS AT MARSHALLTOWN, LLC

By: _____
Its: _____



E MERLE HIBBS BLVD

A horizontal scale bar with markings at 0, 30, 60, and 120 feet. The bar is divided into segments: a checkered segment from 0 to 30, a solid black segment from 30 to 60, and a solid white segment from 60 to 120. The text "SCALE IN FEET" is centered below the bar.



**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: Deb Millizer, Housing & Community Development Director
Meeting Date: July 28, 2025
Re: Resolution Ordering Construction for the 21 W. Main Doghouse Project, #PRC21022, 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:

Invest in Downtown Redevelopment and the Long-Term Stabilization of City-Owned Properties

This project aligns with the City's strategic goal to expand and improve development in the community by addressing critical structural deficiencies in a key downtown asset. Rebuilding the doghouse at 21 W. Main Street supports the revitalization of the central business district, preserves public investment in downtown infrastructure, and creates future opportunities for private redevelopment.

Recommended:

Staff recommends approval of the resolution ordering construction, approving preliminary plans and specifications, and setting a public hearing date of August 25, 2025, for the 21 W. Main Doghouse Rebuild and Stabilization Project. This action will allow the City to proceed with the competitive bidding process in compliance with Iowa Code Chapter 26 and maintain the project schedule necessary to complete work by the end of 2025. Funding for this project will come from Local Option Sales Tax (LOST) funds previously designated by the City Council in April 2023 (Resolution 2023-086) as part of the Downtown Revitalization Project.

Budget Impact:

The engineer's updated estimate, dated July 7, 2025, identifies a base project cost of \$149,399, which includes asbestos abatement. With the inclusion of both foundation stabilization alternates, the total estimated cost is \$190,929.

The project will be funded through Local Option Sales Tax (LOST) dollars previously designated by City Council in April 2023 via Resolution 2023-086 to support the Downtown Revitalization

Project for 21 W. Main Street. No additional budget allocation is required at this time.

Description/Background:

The City of Marshalltown acquired the property at 21 W. Main Street through the tax sale process and took formal ownership via tax deed in 2021. The acquisition was part of a broader effort to stabilize blighted or abandoned properties in the downtown area following significant tornado and derecho damage. This building is one of several identified for redevelopment under the Downtown Revitalization (DTR) Grant awarded by the Iowa Economic Development Authority.

In March 2025, the City Council approved staff direction to move forward with preparation of bid documents and project design for the doghouse rebuild and stabilization project. This approval followed a staff recommendation from Public Works Director Heather Thomas to address structural concerns and recurring water infiltration between 21 and 19 W. Main, which caused damage to the adjacent privately-owned property. The Council's action authorized staff to work with Tometich Engineering to develop construction documents for full demolition and reconstruction of the deteriorated two-story rear doghouse structure, along with added structural stabilization and emergency egress features.

The project scope includes demolition of the existing doghouse, reconstruction of the back wall, foundation reinforcement, wood framing, new roofing, cement plaster/tuckpointing, new windows and door, a fire escape for code compliance, and asbestos abatement. Structural drawings and specifications were prepared by Tometich Engineering under an \$8,890 professional services contract.

The most recent engineer's estimate dated July 7, 2025, identifies a base construction cost of \$149,399, which includes asbestos removal of parapet tar (Sample 21-65). The estimate also includes two optional alternates that are highly recommended for long-term stability:

- **Alternate 1 – Main Building Foundation Stabilization (Shotcrete): \$32,670**
This alternate provides structural reinforcement to the foundation of the main building. Given the age of the building and history of water infiltration at the rear wall shared with 19 W. Main, this stabilization will help prevent further deterioration and mitigate risk to the neighboring property.
- **Alternate 2 – Doghouse Sidewall Foundation Stabilization (Shotcrete): \$8,860**
This alternate reinforces the foundation specifically beneath the new doghouse structure. Implementing this now, during reconstruction, ensures the rebuilt structure is supported by a sound and lasting base—preventing future settling or cracking.

With both alternates, the total estimated cost is \$190,929. The project will be funded through Local Option Sales Tax (LOST) dollars previously designated by City Council in April 2023

(Resolution 2023-086) for improvements to 21 and 23 W. Main as part of the DTR project.

This project supports the City's broader goal of revitalizing and preserving the historic downtown core and preparing City-owned assets for future use or redevelopment.

Project Objectives and Performance Benchmarks

This project is guided by the following measurable objectives and timeline benchmarks to ensure transparency, fiscal responsibility, and timely execution:

- **Specific:** Rebuild the two-story doghouse structure at 21 W. Main, including foundation stabilization, asbestos abatement, and code-compliant improvements such as fire escape access.
- **Measurable:** Complete the full scope of work within the budget estimate of \$190,929.
- **Achievable:** Utilize approved LOST funding and finalized engineering plans to issue bids and begin construction in 2025.
- **Relevant:** Advances the Downtown Revitalization (DTR) strategy and protects City-owned assets.
- **Time-Bound:** Project milestones are as follows:
 - July 28, 2025 – Council Meeting: Order Construction & Set Public Hearing
 - August 11, 2025 – Notice to Bidders Published
 - August 19, 2025 at 10:00 AM – Pre-Bid Conference (onsite)
 - August 25, 2025 – Public Hearing & Approval of Plans, Specs, and Cost
 - September 2, 2025 at 10:00 AM – Bid Submission Deadline
 - September 8, 2025 – Council Meeting: Accept Bid & Award Contract
 - Mid to Late September 2025 – Construction Start
 - December 31, 2025 – Target Completion Date

Attachments:

1. 2025-08-11_Resolution Ordering Construction 21 W Main St
2. U25-150-City of Marshaltown - 21 Main Doghouse Cost Estimate 2025-07-07
3. U25-150 - 21 W Main Doghouse Rebuild and Stabilization
4. 2025-03-10_DISCUSSION2 - 21 W Main Rear Pictures
5. 2023-04-24_2023-086_SIGNED Resolution Approving LOST 21 and 23 W Main St DTR

**RESOLUTION ORDERING CONSTRUCTION FOR THE 21 W. MAIN DOGHOUSE
PROJECT, #PRC21022 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 21 W. Main Doghouse project, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No PRC21022; 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 Council Designated Local Option Sales Tax (LOST) Funds that were previously designated by City Council in April 2023 (Resolution 2023-086) for improvements to 21 and 23 W. Main as part of the DTR project.

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 21 W. Main Doghouse Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. PRC21022, 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 Local Option Sales Tax 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 21 W. Main Doghouse Rebuild 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 August 11, 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 19, 2025. The bids will be opened, read, and tabulated by the Housing & Community Development 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 25, 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 28th day of July 2025, and signed this _____ day of August 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



Tometch Engineering, Inc.

consulting structural engineers

10501 Buena Vista Court, Urbandale, Iowa 50322

7-Jul-25

Attn: Debbie Millizer
City of Marshalltown
dmillizer@marshalltown-ia.gov
Marshalltown, IA

TE Job # U25-150

The below breakdown and cost estimate is for the back of building dog house repairs and rebuild at 21 W Main Street in Marshalltown, Iowa.

Demolition of 2nd Story Roof & Back Wall	\$7,106
Back Foundation Wall Framing - green treated	\$5,808
Concrete Reinforcement of Back Foundation Wall	\$8,250
Doghouse Wood Framing Material	\$11,967
Frame New Back wall and Siding	\$9,108
Install New Ledger and Roof Trusses	\$7,260
Install New Roofing	\$26,400
New Windows and Door at Back Main Wall	\$10,000
Cement Plaster of Main Back Wall w/ Local Tuckpointing as Req'd	\$12,400
New Fire Escape	\$20,000
Equipment Mobilization	\$6,600
Asbestos Removal and Disposal (Lower Roof and Parapet: 21-65)	\$3,500
Assumed Profit and Overhead	\$21,000
Total:	\$149,399

Alternate 1: Main Building Foundation Stabilization (Shotcrete)	\$32,670
Total w/ Alternate 1:	\$182,069
Alternate 2: Doghouse Sidewall Fnd. Stabilization (Shotcrete)	\$8,860
Total w/ Alternate 1 & 2:	\$190,929

Estimate of repairs and rebuild are for the construction scope outlined above.
Asbestos testing has been completed (see Cleanup Plan for additional requirements)
Interior finishes are not included in estimate.
Please contact me if you have questions.

Sincerely,

Jim Tometch, P.E.
Tometch Engineering Inc.

DESIGN CODES & LOADS:

THE STRUCTURAL DESIGN OF THIS PROJECT SHALL BE IN ACCORDANCE WITH THE "2018 INTERNATIONAL BUILDING CODE" (IBC). "MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES" (ASCE/SEI 7-16), AND APPLICABLE REFERENCED STANDARDS. ALL LOADS REQUIRED FOR DESIGN BY OTHERS AND NOT LISTED BELOW SHALL BE IN ACCORDANCE WITH THESE REQUIREMENTS.

OCCUPANCY CATEGORY: "I"

ROOF LIVE LOADS:
GROUND SNOW Pg = 30 psf
EXPOSURE FACTOR Ce = 1.0
IMPORTANCE FACTOR I = 1.0
THERMAL FACTOR Ct = 1.0
MINIMUM ROOF SNOW LOAD Pt = 25 psf
*DRIFTING & UNBALANCED LOADS SHALL BE IN ACCORDANCE WITH ASCE/SEI 7 CALCULATED WITH PI AND Pg SPECIFIED

WIND LOADS:
ULTIMATE WIND SPEED (3 SEC GUST) 115 MPH
IMPORTANCE FACTOR I = 1.0
EXPOSURE CATEGORY B
INTERNAL PRESSURE COEFFICIENT ± 0.18

SEISMIC LOADS:
SITE CLASS D
DESIGN CATEGORY B
IMPORTANCE FACTOR I = 1.0
MAPPED SPECTRAL RESPONSE Ss = 0.062

GENERAL NOTES:

ELEVATIONS NOTED THUS + (17'-8") ARE TO TOP OF SLABS, BEAMS OR OTHER STRUCTURAL FEATURES WITH REFERENCE TO THE FINISHED FIRST LEVEL FLOOR SLAB = (0'-0").

FIELD VERIFY ALL EXISTING CONDITIONS, DIMENSIONS, AND ELEVATIONS PRIOR TO FABRICATION AND/ OR CONSTRUCTION OF ANY ITEMS. REPORT ANY DISCREPANCIES TO OWNER AND ENGINEER.

STRUCTURAL DRAWINGS SHALL BE COORDINATED WITH SITE, ARCHITECTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS AND BETWEEN DRAWINGS AND SPECIFICATIONS. REPORT ANY DISCREPANCIES AND/ OR INTERFERENCE PROBLEMS TO OWNER AND ENGINEER.

VERIFY SIZE AND LOCATION OF ALL OPENINGS OR INSERTS AS REQUIRED BY MECHANICAL, ELECTRICAL OR PLUMBING CONTRACTORS. ANY OPENINGS OR INSERTS SHOWN ON STRUCTURAL DRAWINGS ARE FOR GENERAL INFORMATION ONLY AND SHALL BE VERIFIED PRIOR TO FRAMING.

NO BEAMS, JOISTS, COLUMNS OR SLABS SHALL BE FIELD CUT OR MODIFIED WITHOUT THE STRUCTURAL ENGINEER'S WRITTEN APPROVAL.

SHOP DRAWINGS, MIX DESIGNS, PRODUCT DATA, AND CALCULATIONS SCHEDULED BELOW SHALL BE SUBMITTED FOR APPROVAL OF ALL STRUCTURAL COMPONENTS PRIOR TO FABRICATION AND/ OR CONSTRUCTION. SEE SPECIFICATIONS FOR SUBMITTAL REQUIREMENTS.

1. CONCRETE & REINFORCEMENT
 - A. CONCRETE MIX DESIGN
 - B. REINFORCING STEEL DRAWINGS
 - C. SLAB-ON-GRADE JOINT LAYOUT
2. WOOD TRUSSES
 - A. STRUCTURAL CALCULATIONS
 - B. TRUSS LAYOUT AND PROFILES

ANY ENGINEERING DESIGN PROVIDED BY OTHERS AND SUBMITTED FOR REVIEW OR RECORD SHALL BEAR THE STAMP AND SIGNATURE OF A PROFESSIONAL ENGINEER LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED.

CONTRACTOR IS RESPONSIBLE TO CHECK SHOP DRAWINGS, ETC. PRIOR TO SUBMITTAL TO ARCHITECT OR ENGINEER. SHOP DRAWINGS NOT CHECKED WILL BE RETURNED. CONTRACTOR SHALL VERIFY DIMENSIONS, QUANTITIES, AND COORDINATE WITH ALL OTHER TRADES.

SPECIAL-INSPECTIONS & TESTING SCHEDULE:

A SPECIAL INSPECTION AND TESTING PROGRAM SHALL BE PERFORMED IN ACCORDANCE WITH CHAPTER 17 OF THE IBC AND THE PROJECT MANUAL.

A SPECIAL INSPECTION AND TESTING PROGRAM REVIEW MEETING IS REQUIRED PRIOR TO CONSTRUCTION. THE STRUCTURAL ENGINEER, SPECIAL INSPECTOR, CITY INSPECTOR, GENERAL CONTRACTOR, AND ALL SUBCONTRACTORS PERFORMING STRUCTURAL WORK SHALL BE IN ATTENDANCE.

THE FOLLOWING ITEMS SHALL BE INCLUDED IN THE SPECIAL INSPECTION AND TESTING PROGRAM:

1. SPECIAL GRADING, EXCAVATION AND FILLING
 - A. SUBGRADE PREPARATION
 - B. VERIFY COMPACTION OF FILL MATERIAL
 - C. VERIFY DESIGN BEARING CAPACITY
 - D. EXPANSIVE SOIL CHARACTERISTICS
2. STEEL REINFORCEMENT
 - A. PLACEMENT INSPECTION
 - B. WELDED REINFORCEMENT
3. CONCRETE
 - A. AIR TESTS
 - B. SLUMP TESTS
 - C. CONCRETE TEMPERATURE
 - D. COMPRESSION TESTS
 - E. POST INSTALLED ANCHORS
4. BOLTS INSTALLED IN CONCRETE
 - A. PRIOR TO AND DURING CONCRETE PLACEMENT

AS PRESCRIBED IN SECTION 1705.7.2) OF THE IBC, SPECIAL INSPECTIONS ARE NOT REQUIRED FOR STRUCTURAL STEEL FABRICATION PROVIDED THAT THE WORK IS DONE ON THE PREMISES OF A FABRICATOR THAT IS AISC CERTIFIED.

CONSTRUCTION PROCEDURES & SAFETY REQUIREMENTS:

COMPLY WITH ALL APPLICABLE CITY, COUNTY, STATE, AND FEDERAL LAWS, INCLUDING THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) AND REGULATIONS ADOPTED PURSUANT THERETO.

THE STRUCTURAL CONTRACT DOCUMENTS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS AND METHODS OF CONSTRUCTION, UNLESS NOTED OR INDICATED OTHERWISE.

ENGAGE PROPERLY QUALIFIED PERSONS TO DETERMINE WHERE AND HOW TEMPORARY PRECAUTIONARY MEASURES SHALL BE USED.

PROVIDE ALL MEASURES NECESSARY TO PROTECT THE WORKERS AND ALL OTHER PERSONS DURING CONSTRUCTION. PROVIDE ALL NECESSARY MEASURES TO AVOID EXCESSIVE STRESSES AND TO HOLD THE STRUCTURAL ELEMENTS IN PLACE DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO: BRACING, SHORING FOR CONSTRUCTION EQUIPMENT, SHORING FOR EARTH BANKS, FORMS, SCAFFOLDING, PLANKING, SAFETY NETS, SUPPORT AND BRACING FOR CRANES AND HOISTS, GUYING, ETC...

SUPERVISE AND DIRECT THE WORK SO AS TO MAINTAIN SOLE RESPONSIBILITY FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES.

OBSERVATION VISITS TO THE SITE BY STRUCTURAL ENGINEER'S FIELD REPRESENTATIVES SHALL NOT INCLUDE ABOVE NOTED ITEMS.

CONCRETE AND REINFORCEMENT:

CONCRETE WORK SHALL BE IN ACCORDANCE WITH "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS (ACI 301)" AND "BUILDING CODE REQUIREMENTS FOR STRUCTURAL CONCRETE (ACI 318)" UNLESS NOTED OTHERWISE.

PROVIDE CONCRETE WITH MINIMUM 28 DAY COMPRESSIVE STRENGTH (F_c) AS SHOWN BELOW:
FOOTINGS 3,500 psi
FOUNDATION WALLS 4,000 psi
ALL OTHER CONCRETE 4,000 psi

PROVIDE CONCRETE WITH MAXIMUM WATER/CEMENT RATIO AS SHOWN BELOW:
3,500 psi 0.50
4,000 psi 0.45
5,000 psi 0.40

CONTRACTOR SHALL SUBMIT CONCRETE MIX DESIGNS FOR EACH CLASS OF CONCRETE TO ENGINEER FOR WRITTEN APPROVAL MINIMUM OF 14 DAYS PRIOR TO PLACING CONCRETE.

CONCRETE SHALL CONSIST OF THE FOLLOWING:
PORTLAND CEMENT ASTM C150, TYPE I/II
NORMAL WEIGHT AGGREGATES ASTM C33
POTABLE WATER ASTM C94

REPLACEMENT OF PORTLAND CEMENT WITH FLY ASH SHALL NOT EXCEED 15% OF ALL CEMENTITIOUS MATERIALS.

MAXIMUM AGGREGATE SIZE SHALL BE 1".

ALL CONCRETE EXPOSED TO EARTH OR WEATHER SHALL HAVE AN AIR CONTENT AT POINT OF PLACEMENT OF 4% TO 6%.

WATER REDUCING ADMIXTURES (PLASTICIZERS AND SUPER PLASTICIZERS) MAY BE USED WHEN INCLUDED IN THE APPROVED CONCRETE MIX DESIGN.

NO MATERIAL CONTAINING CALCIUM CHLORIDE, SALT OR ANTIFREEZE AGENTS IS PERMITTED FOR USE IN CONCRETE.

SLUMP SHALL BE 3" TO 5" MAXIMUM FOR CONCRETE MIXES WITHOUT WATER REDUCING ADMIXTURES AND 6" TO 8" MAXIMUM WHEN WATER REDUCING ADMIXTURES ARE INCLUDED IN THE MIX DESIGN. REFER TO SPECIFICATIONS.

HOT WEATHER CONCRETE OPERATIONS SHALL BE IN ACCORDANCE WITH ACI 305.

COLD WEATHER CONCRETE OPERATIONS SHALL BE IN ACCORDANCE WITH ACI 306.

REINFORCING SHALL BE DETAILED AND PLACED IN ACCORDANCE WITH "DETAILS AND DETAILING OF CONCRETE REINFORCEMENT" (ACI 315), UNLESS DETAILED OR NOTED OTHERWISE.

REINFORCING SHALL CONFORM TO THE FOLLOWING:
DEFORMED BARS ASTM A615, GRADE 60
WELDED DEFORMED BARS ASTM A796, GRADE 60
WELDED WIRE FABRIC (MATS ONLY) ASTM A185

REINFORCING STEEL SHALL BE SECURELY WIRED IN PLACE AND SUPPORTED PRIOR TO PLACING CONCRETE.

LAP ALL REINFORCING SPICES THE GREATER OF 48 BAR DIAMETERS OR 2'-0" IN FOOTINGS & FOUNDATIONS AND SLABS-ON-GRADE UNLESS NOTED OTHERWISE. REINFORCING SPICES AT ALL OTHER LOCATIONS SHALL HAVE CLASS B TENSION SPICES.

SPICES IN VERTICAL REINFORCING ARE NOT PERMITTED, UNLESS NOTED OTHERWISE.

SLEEVES IN CONCRETE BEAMS ARE NOT PERMITTED EXCEPT WHERE NOTED OR DETAILED ON DRAWINGS. OBTAIN WRITTEN APPROVAL OF THE STRUCTURAL ENGINEER FOR SLEEVES AT OTHER LOCATIONS.

PROVIDE MINIMUM CONCRETE COVER OVER REINFORCING AS FOLLOWS:
CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH = 3"
EXPOSED TO EARTH OR WEATHER = 2"
NOT EXPOSED TO EARTH OR WEATHER OR IN CONTACT WITH THE GROUND = 2"

PROVIDE 3/4" CHAMFER ON ALL EXPOSED EDGES OF CONCRETE.

WOOD FRAMING:

ALL WOOD CONSTRUCTION TO BE DONE ACCORDING TO CHAPTER 23 OF THE IBC AND NATIONAL DESIGN SPECIFICATION FOR WOOD CONSTRUCTION (NDS 2018).

WALL STUD FRAMING: PROVIDE LUMBER AND MATERIALS MEETING OR EXCEEDING THE FOLLOWING STANDARDS OF QUALITY AND MINIMUM BASE DESIGN VALUES: VISUALLY GRADED DOUGLAS FIR-LARCH OR SPRUCE-PINE-FIR NO. 2 OR BETTER:
875 psi EXTREME FIBER STRESS IN BENDING (SINGLE): F_b
1,150 psi COMPRESSION PARALLEL TO GRAIN: F_c
1,400,000 psi MODULUS OF ELASTICITY: E

SAWN LUMBER HEADERS, BEAMS, AND JOISTS: PROVIDE LUMBER AND MATERIALS MEETING OR EXCEEDING THE FOLLOWING STANDARDS OF QUALITY AND MINIMUM BASE DESIGN VALUES: VISUALLY GRADED DOUGLAS FIR-LARCH NO. 2 OR BETTER:
900 psi EXTREME FIBER STRESS IN BENDING: F_b
1,350 psi COMPRESSION PARALLEL TO GRAIN: F_c
1,400,000 psi MODULUS OF ELASTICITY: E
ALL HEADERS, BEAMS, AND JOISTS SHALL BE FREE FROM SPLITS, CHECKS AND SHAKES.

PRESERVATIVE PRESSURE TREATED FRAMING LUMBER: PROVIDE LUMBER AND MATERIALS MEETING OR EXCEEDING THE FOLLOWING STANDARDS OF QUALITY AND MINIMUM BASE DESIGN VALUES: VISUALLY GRADED SOUTHERN PINE NO. 2 OR BETTER:
975 psi EXTREME FIBER STRESS IN BENDING (SINGLE): F_b
1,450 psi COMPRESSION PARALLEL TO GRAIN: F_c
1,400,000 psi MODULUS OF ELASTICITY: E
ALL PRESERVATIVE PRESSURE TREATED LUMBER SHALL CONFORM TO AWPA STANDARDS.

LAMINATED VENEER LUMBER (LVL) HEADERS AND BEAMS: PROVIDE LUMBER AND MATERIALS MEETING OR EXCEEDING THE FOLLOWING STANDARDS OF QUALITY AND MINIMUM BASE DESIGN VALUES:
2,400 psi FLEXURAL STRESS: F_b
2,510 psi COMPRESSION PARALLEL TO GRAIN: F_c
1,900,000 psi MODULUS OF ELASTICITY: E
118,750 psi SHEAR MODULUS OF ELASTICITY: G

ALL FASTENERS TO BE GALVANIZED IN AREAS DIRECTLY EXPOSED TO EXTERIOR ELEMENTS OR PRESERVATIVE PRESSURE TREATED MATERIAL.

ALL NAILED AND GLUED MEMBERS TO BE IN CLEAN AND DRY CONDITION PRIOR TO GLUING. ADHESIVE SHALL COMPLY WITH ANSI/AITC A190.1-1983.

PLYWOOD AND BUILT UP BEAMS TO BE IN COMPLIANCE WITH IBC STD.#25-18.

ALL WOOD FRAMING MEMBERS TO HAVE A MOISTURE CONTENT NOT TO EXCEED 19%.
ALL ROOF AND WALL SHEATHING TO BE 5/8" APA RATED UNLESS NOTED OTHERWISE.

SHEATHING ON WALLS TO HAVE STAGGERED VERTICAL JOINTS.

ALL MANUFACTURED FLOOR JOISTS SHALL BE INSTALLED ACCORDING TO MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.

PROVIDE SOLID WOOD BLOCKING IN FLOOR SYSTEM WHERE CONCENTRATED LOADS OCCUR SO AS TO TRANSFER LOAD TO FRAMED WALL, BEAM, HEADER, OR FOUNDATION WALL BELOW.

NAILS AND STAPLES SHALL CONFORM TO REQUIREMENTS OF ASTM F 1667.

CONNECTIONS AND FASTENERS: NUMBER AND SIZE SHALL NOT BE LESS THAN THAT SET FORTH IN TABLE 2304.10.1 OF THE IBC.

ALL LAG SCREW CONNECTIONS TO BE PRE-DRILLED.

ALL GIRDETS, BEAMS, AND HEADERS TO BE SUPPORTED BY A MIN. OF 3 STUDS (2 CRIPPLE, 1 KING)

ALL MULTI-PLY MEMBERS ARE TO BE CONNECTED TOGETHER ACCORDING TO MANUFACTURER'S SPECIFICATIONS TO ACT AS ONE SOLID MEMBER.

PREFABRICATED WOOD TRUSSES:

ALL TRUSS DESIGN TO BE DONE ACCORDING TO CHAPTER 23 OF THE IBC.

DESIGN TRUSSES UNDER THE DIRECT PERSONAL SUPERVISION OF A PROFESSIONAL ENGINEER EXPERIENCED IN DESIGN OF THIS WORK AND LICENSED IN THE STATE WHERE THE PROJECT IS LOCATED.

DESIGN TRUSSES FOR THE FOLLOWING LOADS:

TOP CHORD LIVE = 60 PSF*
TOP CHORD DEAD = 10 PSF
BOTTOM CHORD DEAD = 10 PSF

*DRIFTING & UNBALANCED LOADS SHALL BE IN ACCORDANCE WITH ASCE/SEI 7 OR AS SHOWN ON DRAWINGS.

TRUSS LAYOUT IS SCHEMATIC ONLY. TRUSS MANUFACTURER SHALL BE RESPONSIBLE FOR THE DESIGN (INCLUDING SPACING) OF ALL TRUSSES AND SHALL SUBMIT SHOP DRAWING (SEALED BY A REGISTERED ENGINEER) FOR APPROVAL BY BUILDER.

ROOF SHEATHING: APA RATED SHEATHING EXP 1, 2/4D SPAN RATING.

FLOOR SHEATHING: 3/4" T&G APA RATED FLOOR SHEATHING, 24"O.C. SPAN RATING (GLUE AND NAIL TO FLOOR FRAMING MEMBERS.)

ALL CONNECTOR PLATES SHALL BE IN COMPLIANCE WITH THE TRUSS PLATE INSTITUTE SPECIFICATION TPI-91.

DO NOT SUSPEND MECHANICAL OR ELECTRICAL ITEMS FROM LOWER CHORD OF TRUSS.

WIND CLIPS TO BE SIMPSON "H-2.5" TYPE HURRICANE CLIPS, UNLESS REQ'D OTHERWISE BY PROJECT ENGINEER OR MANUFACTURER.

PROVIDE WOOD TRUSSES ABLE TO SUSTAIN THE STATED LOADS FOR THE SPANS, PROFILES AND ARRANGEMENT SHOWN ON DRAWINGS.

FLOOR TRUSS TO BE PRESENT UNDER INTERIOR PARTITION WALLS.

SERVICEABILITY: TRUSS DEFLECTIONS SHALL NOT EXCEED THE LIMITATIONS OF SECTION 1604.3.1 OF THE IBC, UNLESS NOTED OTHERWISE ON DRAWINGS.

DEMOLITION PROCEDURES & SAFETY REQUIREMENTS:

COMPLY WITH ALL APPLICABLE CITY, COUNTY, STATE, AND FEDERAL LAWS, INCLUDING THE OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA) AND REGULATIONS ADOPTED PURSUANT THERETO.

UNLESS NOTED OR INDICATED OTHERWISE, DEMOLITION NOTES WITHIN THE STRUCTURAL CONTRACT DOCUMENTS DO NOT INDICATE THE MEANS AND METHODS OF DEMOLITION AND ONLY REPRESENT THE PORTIONS OF THE EXISTING STRUCTURE TO BE EITHER FULLY OR PARTIALLY REMOVED.

ENGAGE PROPERLY QUALIFIED PERSONS TO DETERMINE WHERE AND HOW SAFE DEMOLITION MEASURES SHALL BE USED.

PROVIDE ALL MEASURES NECESSARY TO PROTECT THE WORKERS AND ALL OTHER PERSONS DURING DEMOLITION. PROVIDE ALL NECESSARY MEASURES TO AVOID EXCESSIVE STRESSES AND TO HOLD THE EXISTING STRUCTURAL ELEMENTS TO REMAIN IN PLACE DURING DEMOLITION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO: BRACING, SHORING FOR EQUIPMENT, SHORING FOR EARTH BANKS, FORMS, SCAFFOLDING, PLANKING, SAFETY NETS, SUPPORT AND BRACING FOR CRANES AND HOISTS, GUYING, ETC...

SUPERVISE AND DIRECT THE WORK SO AS TO MAINTAIN SOLE RESPONSIBILITY FOR ALL DEMOLITION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES.

OBSERVATION VISITS TO THE SITE BY STRUCTURAL ENGINEER'S FIELD REPRESENTATIVES SHALL NOT INCLUDE ABOVE NOTED ITEMS.

PROTECT ALL COMMON OR ADJACENT STRUCTURAL BEARING WALLS, COLUMNS, AND SUPPORT BEAMS.

DURING REMOVAL OF HISTORIC BRICK, CAREFULLY REMOVE FACADE WYTHES FOR USE IN RECONSTRUCTION.

ALL EXCAVATIONS REQUIRED FOR DEMOLITION OF EXISTING STRUCTURES TO BE COMPLETED BY MEANS THAT ENSURE NO DAMAGE TO NEIGHBORING OR ADJACENT STRUCTURES IS INCURRED.

DISCONNECT ALL UTILITIES AND PLUG SEWER SYSTEMS PER ANY CITY REQUIREMENT.

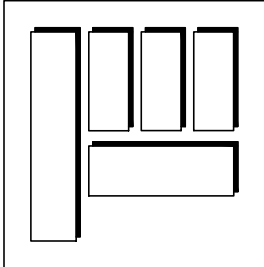
CONTINUOUS FOOTING SCHEDULE

MARK	SIZE	DEPTH	REINFORCING
CF8	8" CONT.	4'-0"	2 @ #4 TOP & BOTTOM w/ #4 VERTICAL @ 24" O.C.

WOOD COLUMN SCHEDULE

MARK	SIZE	BASE PLATE w/ANCHOR RODS
P4	TREATED 4x4 WOOD POST	SIMPSON POST BASE
P6	TREATED 6x6 WOOD POST	SIMPSON POST BASE

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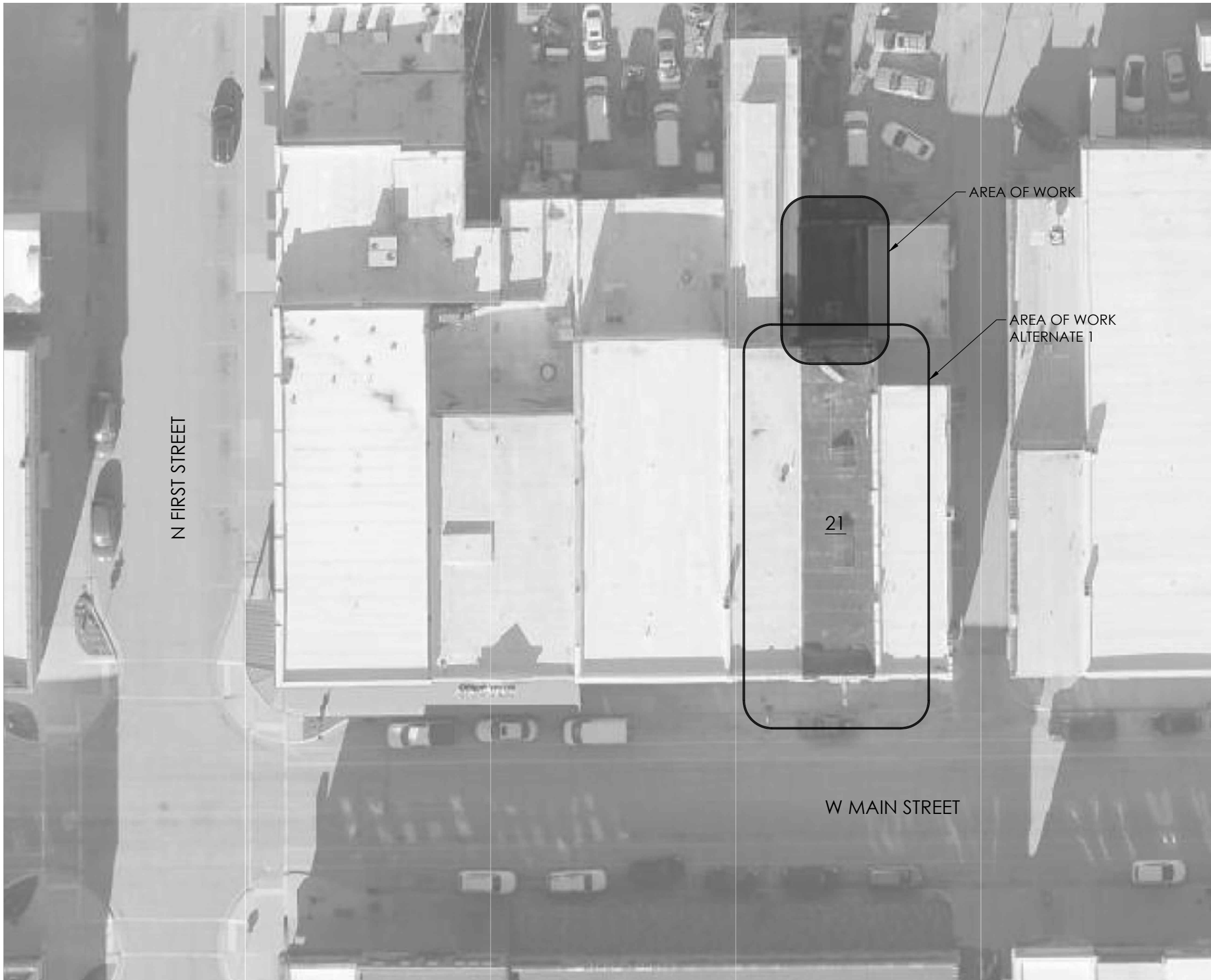


BACK OF BUILDING DOG HOUSE REBUILD
21 W MAIN STREET
MARSHALLTOWN, IOWA

No.	ISSUE / REVISION		Date
	Description	FOR APPROVAL	
			07-07-2025

DATE: 7/7/25
FILE: U25-150
ENG: LUL DSN: CJA

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KEY PLAN

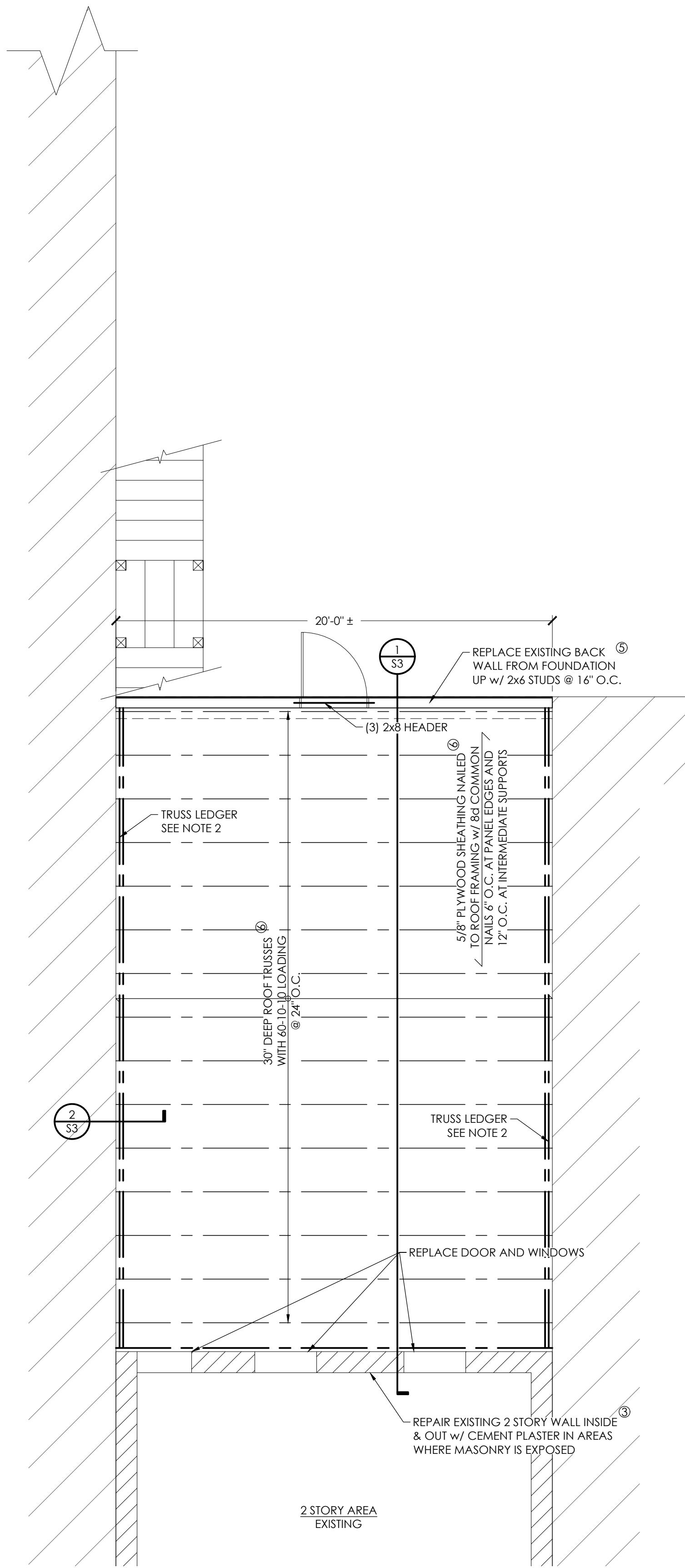
SCALE: N.T.S.



FOR APPROVAL

PROCEDURE

- 1 DEMO EXISTING SINGLE STORY ROOF
(ENSURE EXISTING UTILITIES ARE PROTECTED)
- 2 DEMO SINGLE STORY WALL DOWN TO
EXISTING TOP OF FOUNDATION WALL
- 3 REPAIR EXISTING 2ND STORY WALL @
REAR OF BUILDING
- 4 REINFORCE EXISTING SINGLE STORY
FOUNDATION WALL
- 5 RE BUILD SINGLE STORY BACK WALL
- 6 RE BUILD SINGLE STORY ROOF

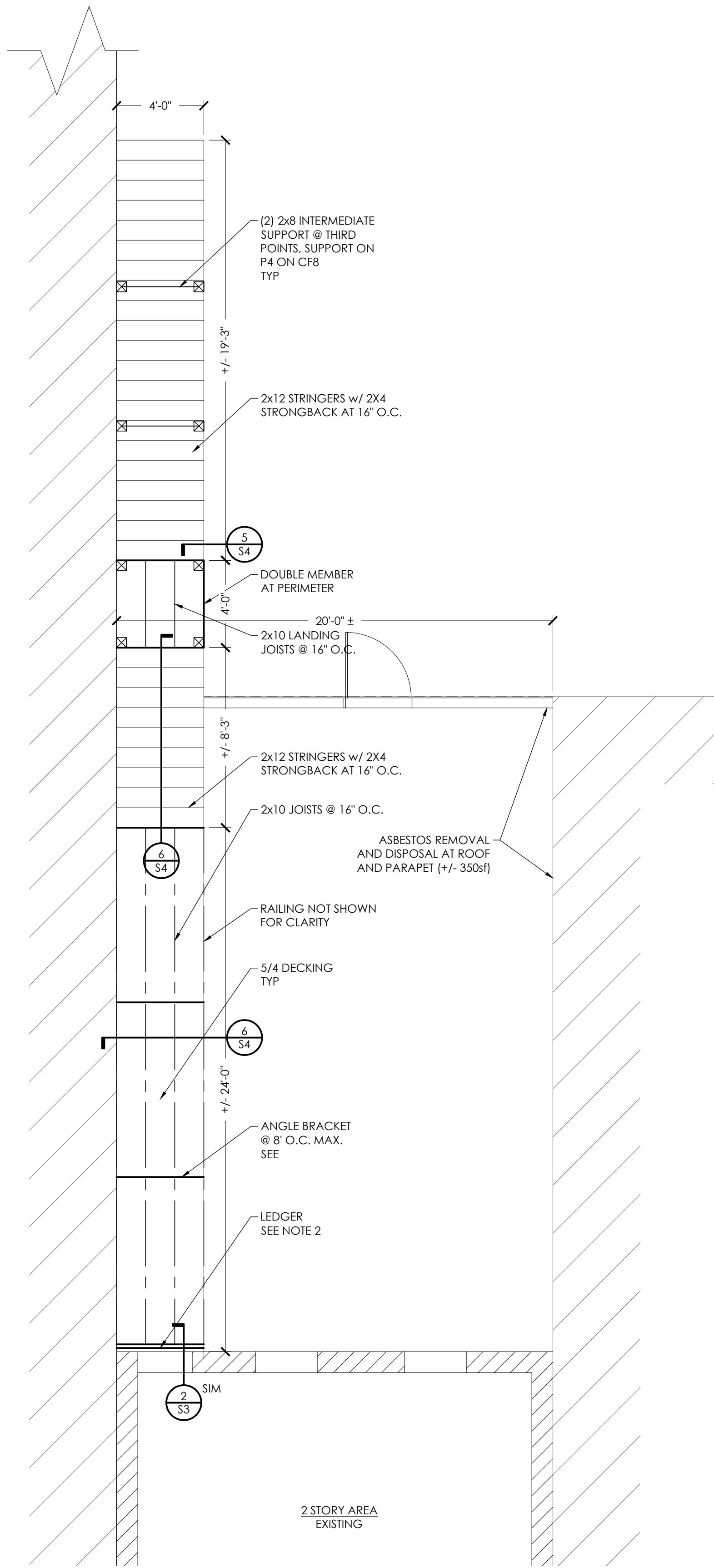
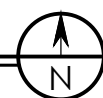


NOTES:

1. GENERAL CONTRACTOR VERIFY ALL DIMENSIONS PRIOR TO CONSTRUCTION
2. (2) 2x12 TREATED LEDGER w/ 3/4" Ø EPOXY ANCHORS @ 16" O.C. STAGGERED (HIT-HY 270 EPOXY w/ 8" EMBED). FASTEN PLYS TOGETHER w/ (3) 10d NAILS @ 12" O.C.
3. GROUT ANY VOIDS FULL THAT ARE FOUND DURING LEDGER INSTALLATION.
4. ALL EXTERIOR WOOD TO BE TREATED SP #2 OR BETTER
5. ALL EXTERIOR STEEL TO BE GALVANIZED

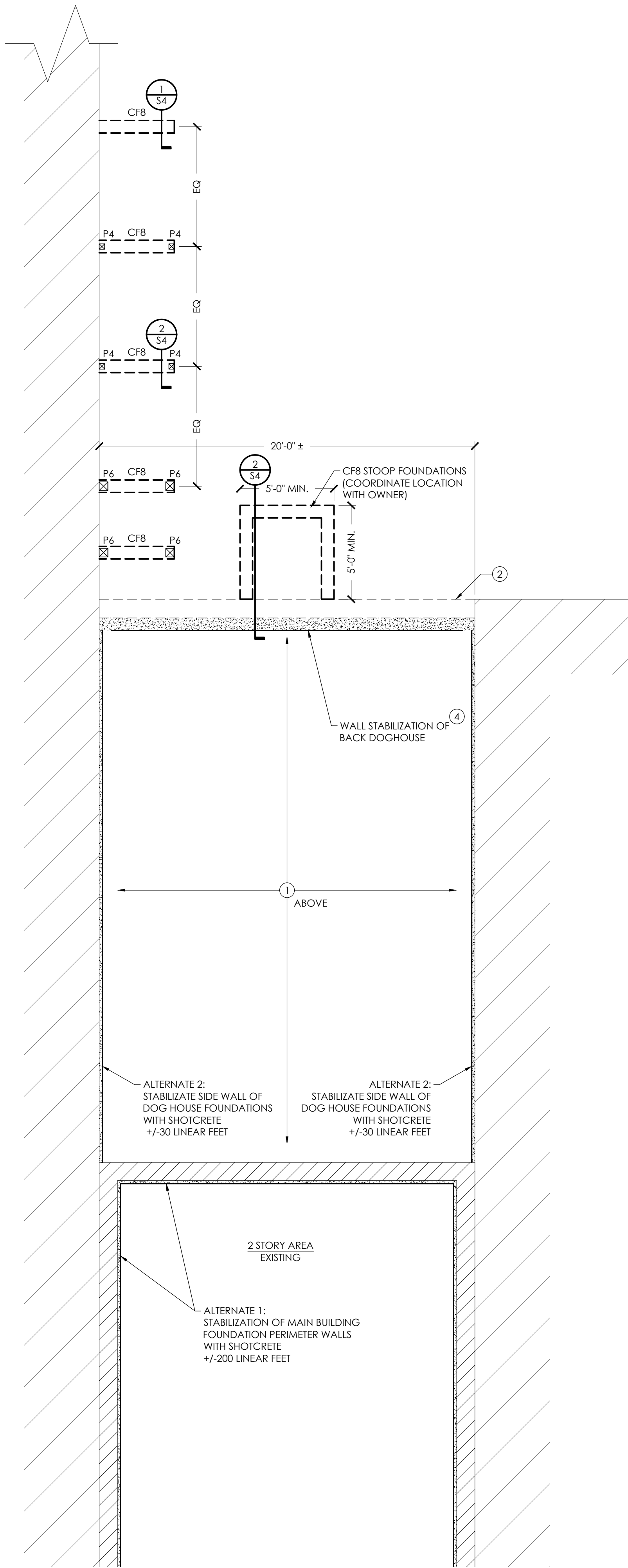
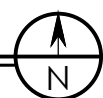
PARTIAL PLAN VIEW @ REAR OF BUILDING

SCALE: 1/4" = 1'-0"

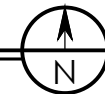


PARTIAL PLAN VIEW @ REAR OF BUILDING

SCALE: 1/4" = 1'-0"

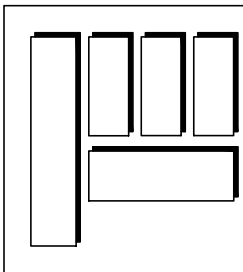


SCALE: 1/4" = 1'-0"



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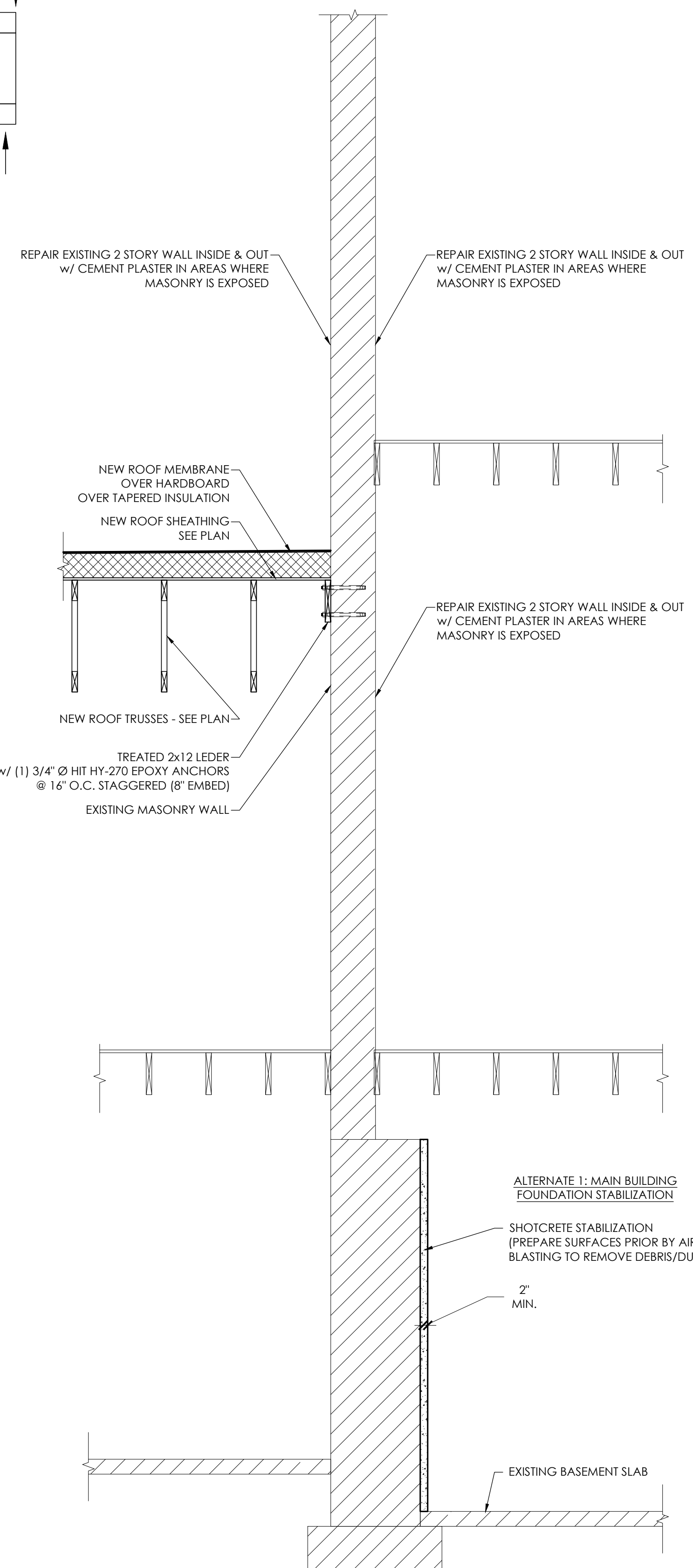
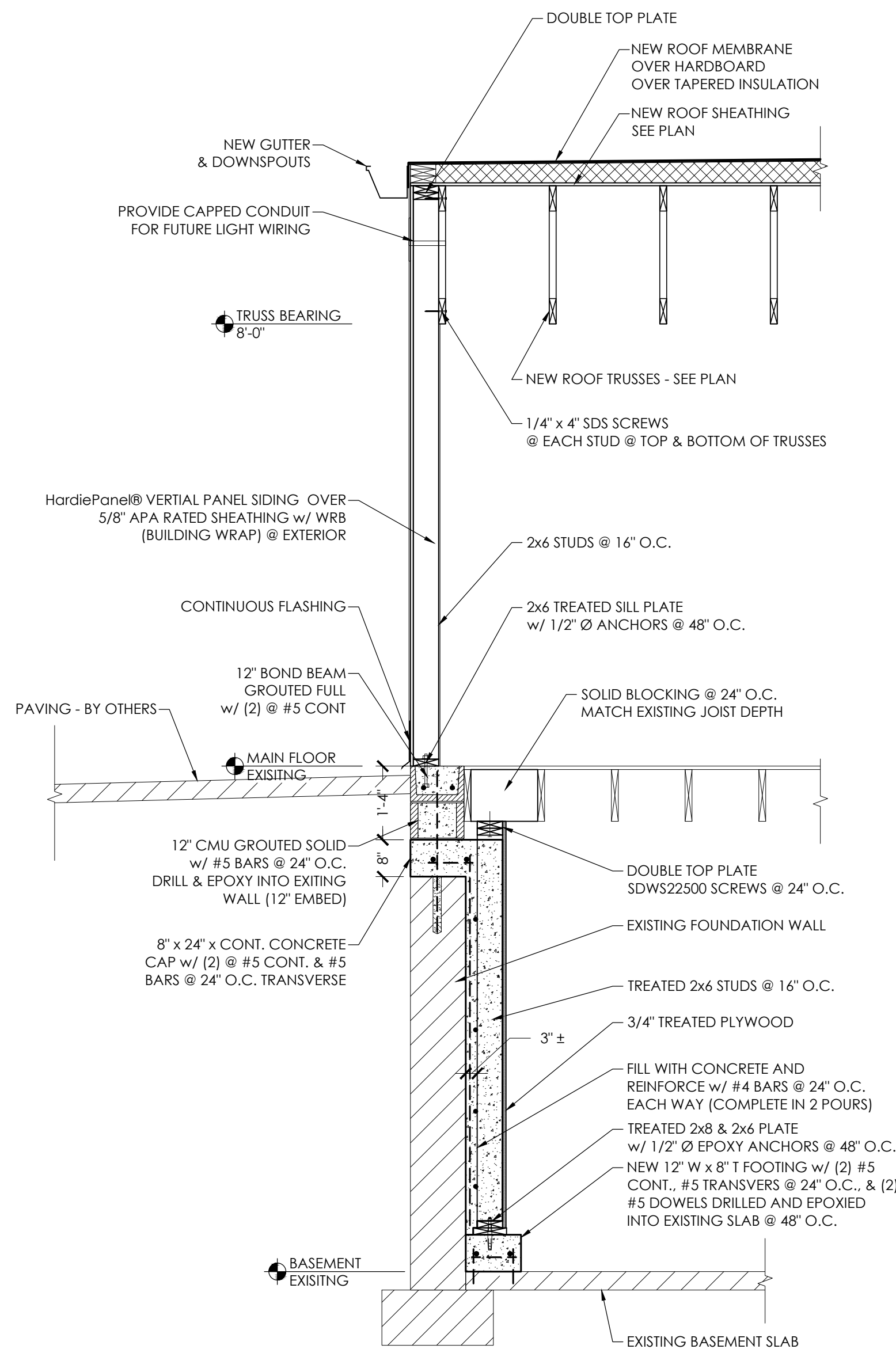
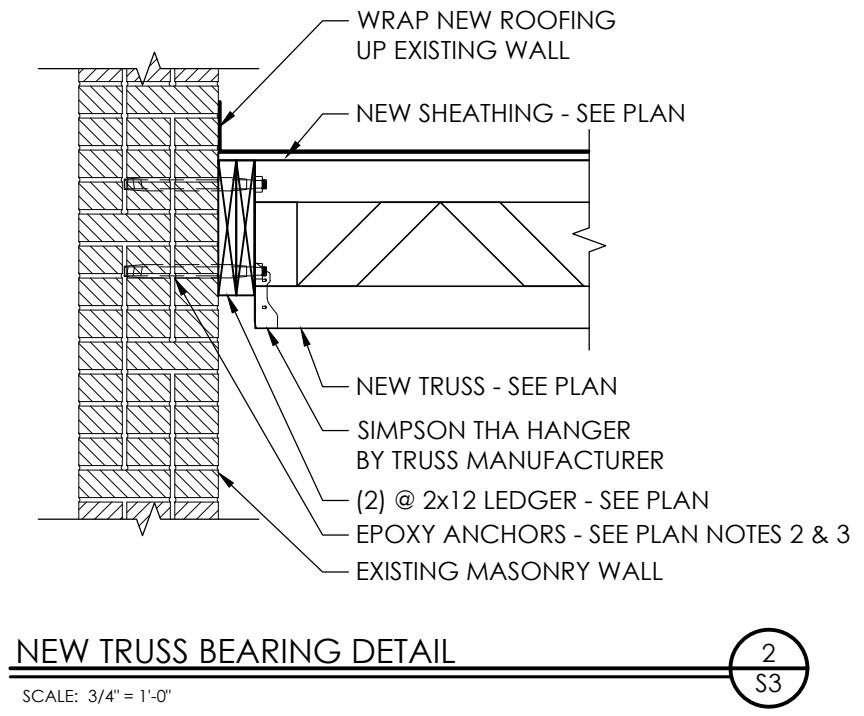
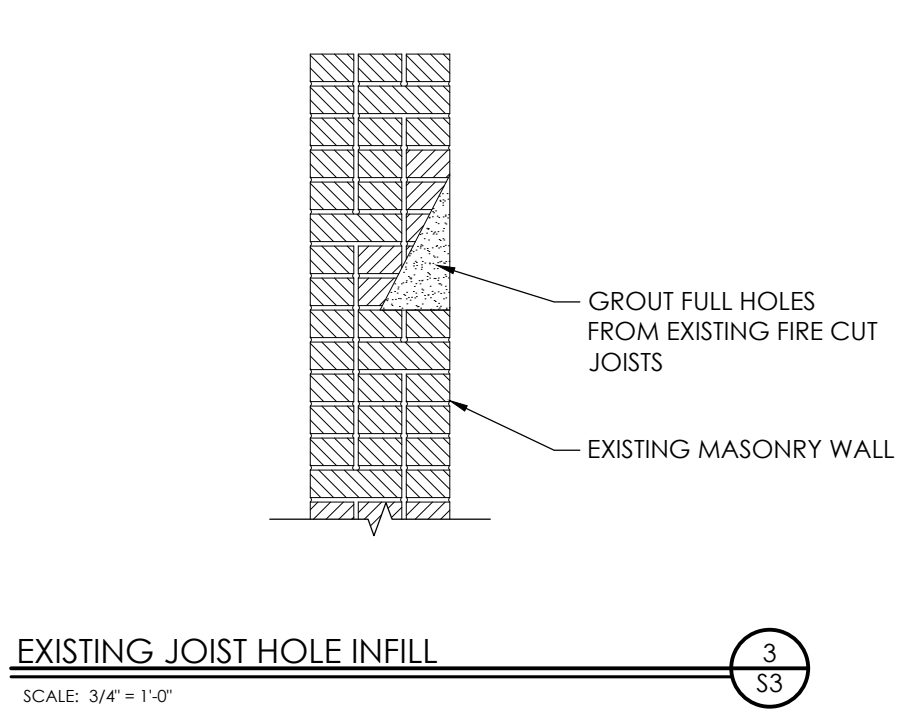
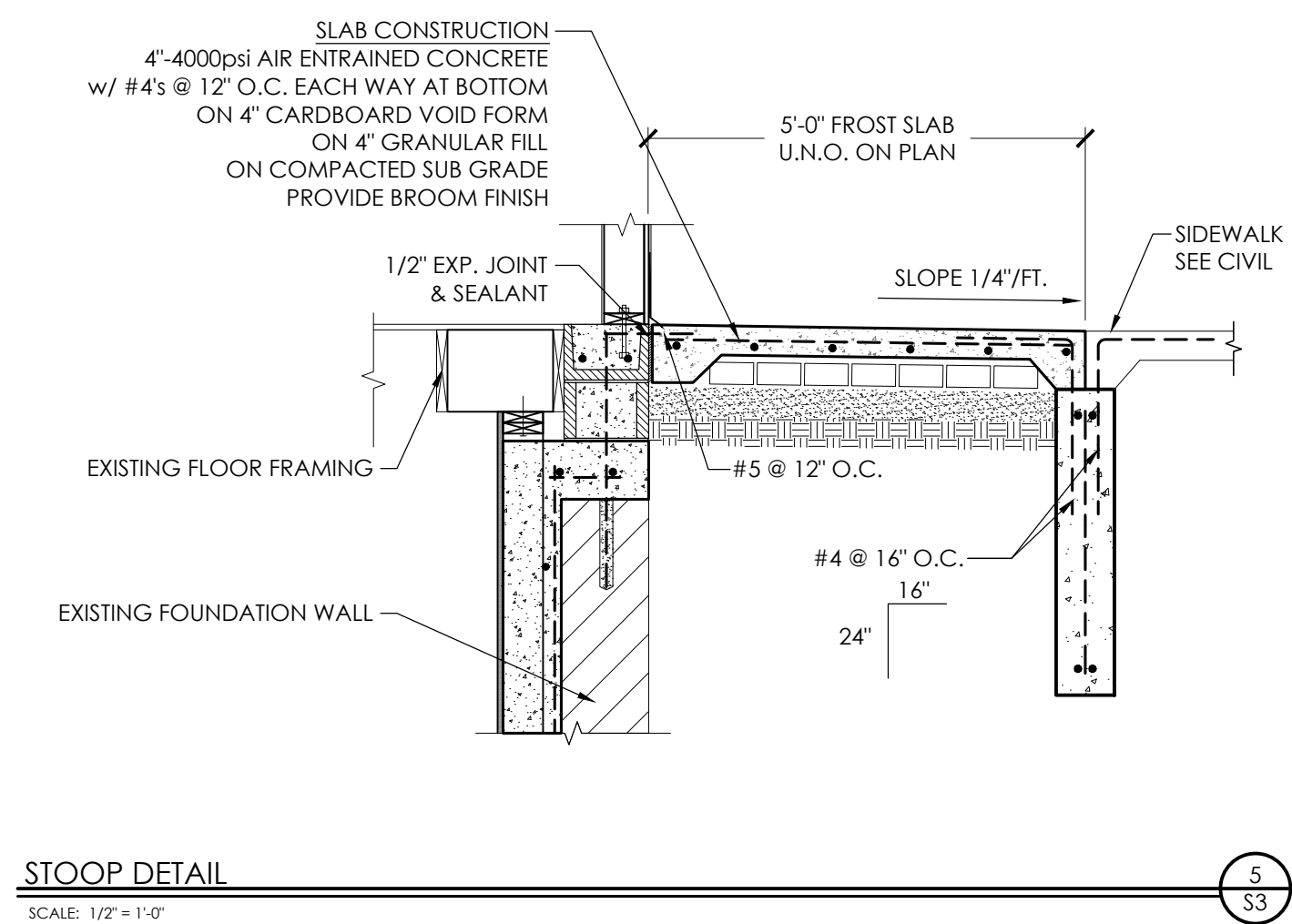
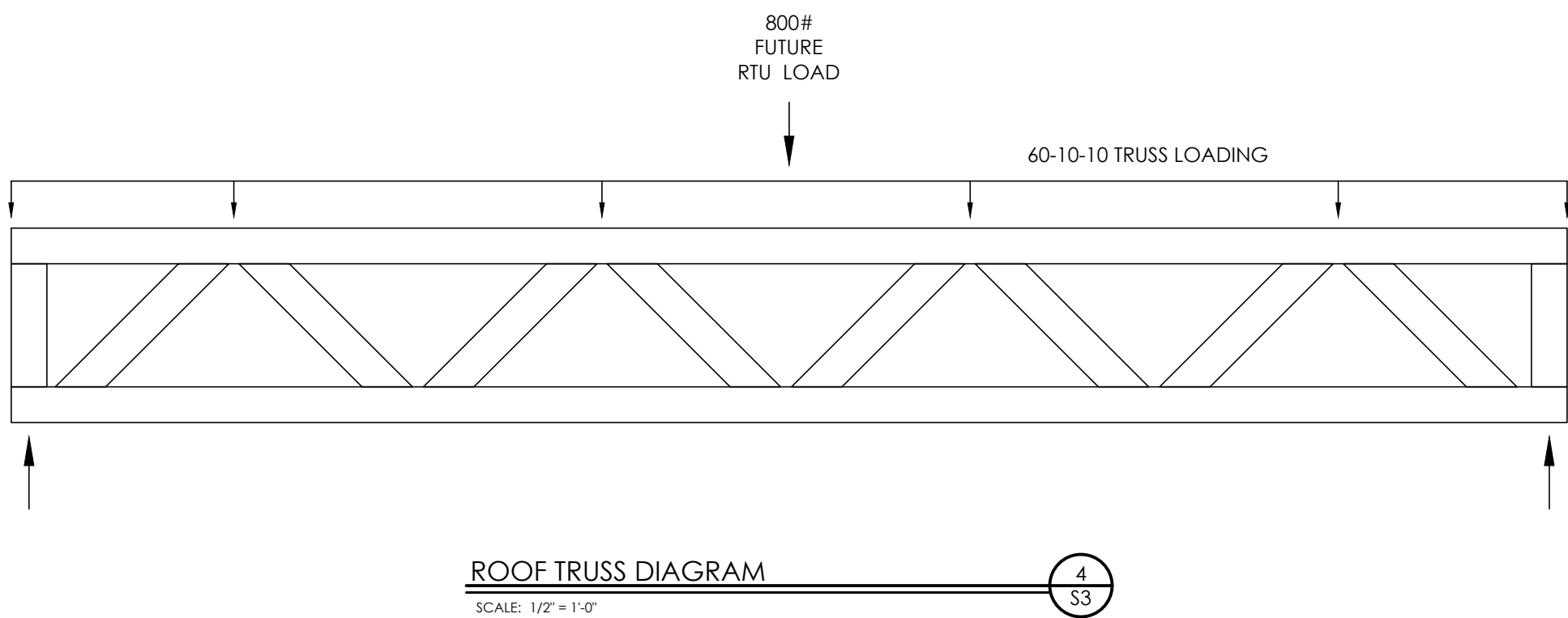


BACK OF BUILDING DOG HOUSE REBUILD
21 W MAIN STREET
MARSHALLTOWN, IOWA

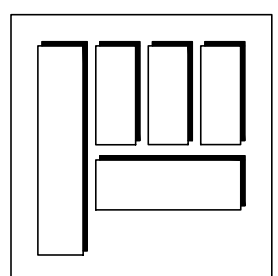
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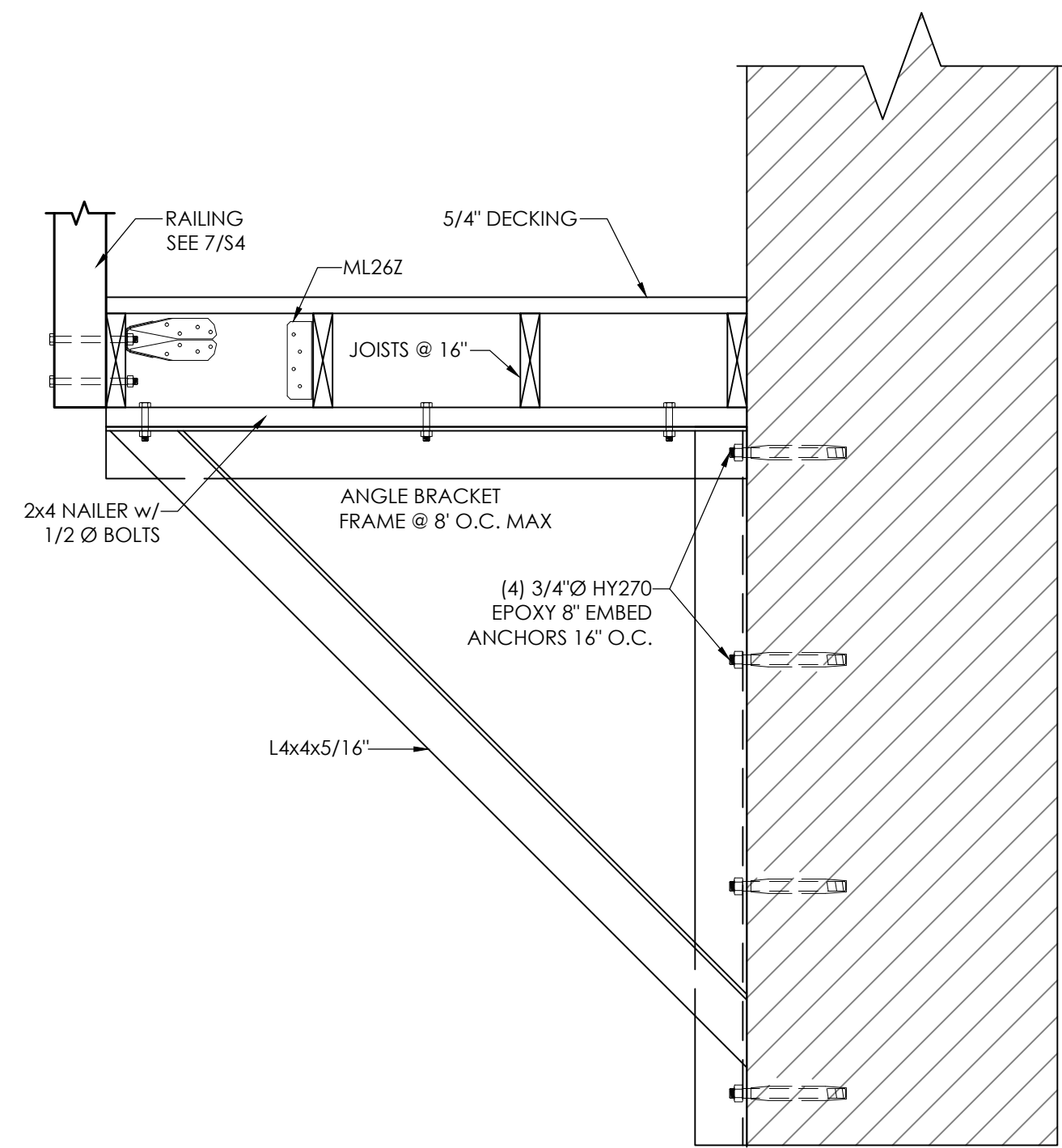
BACK OF BUILDING DOG HOUSE REBUILD
21 W MAIN STREET
MARSHALLTOWN, IOWA

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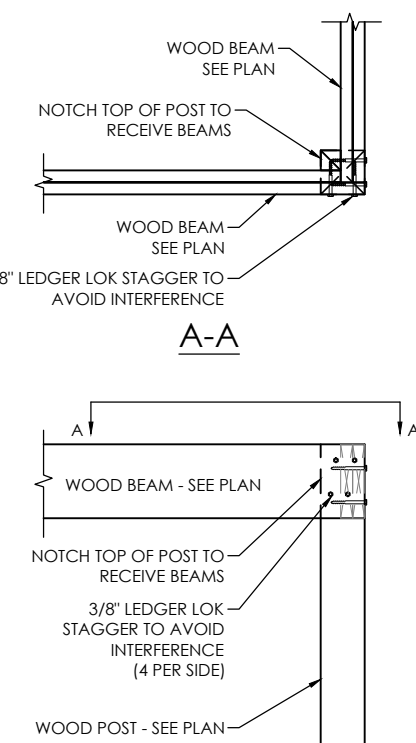
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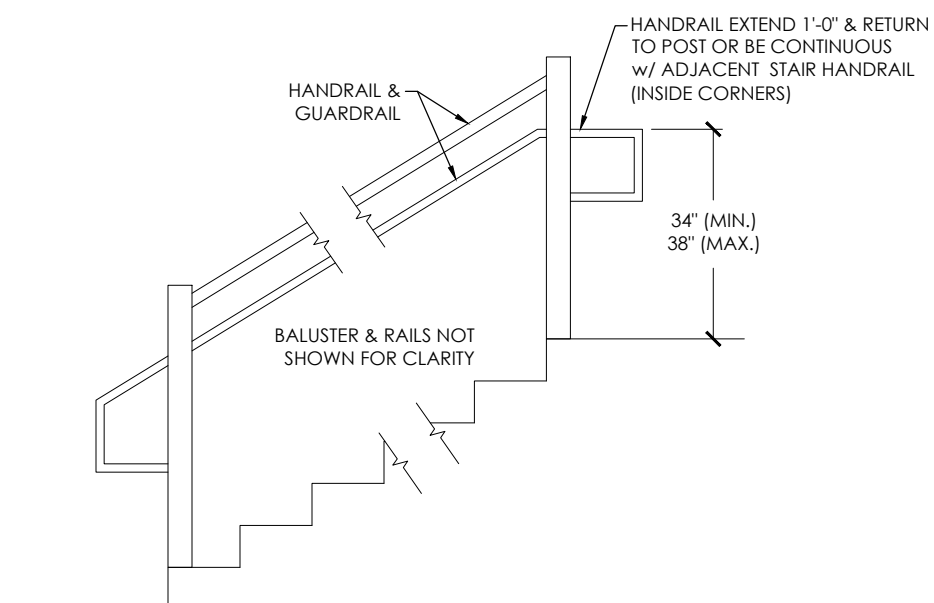
FOR APPROVAL



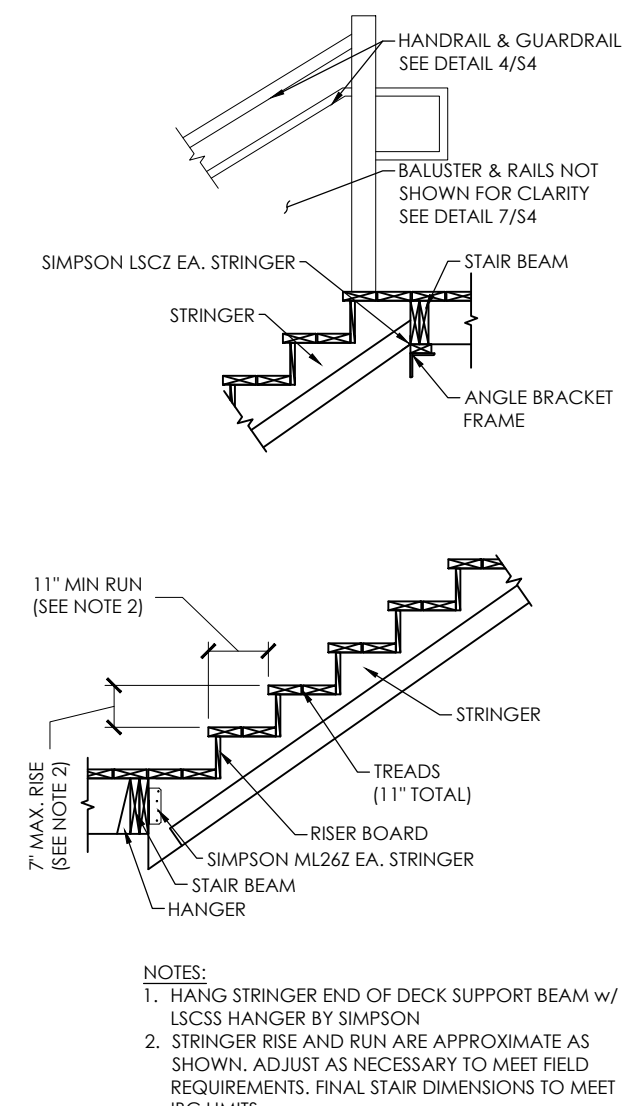
STAIR BRACKET
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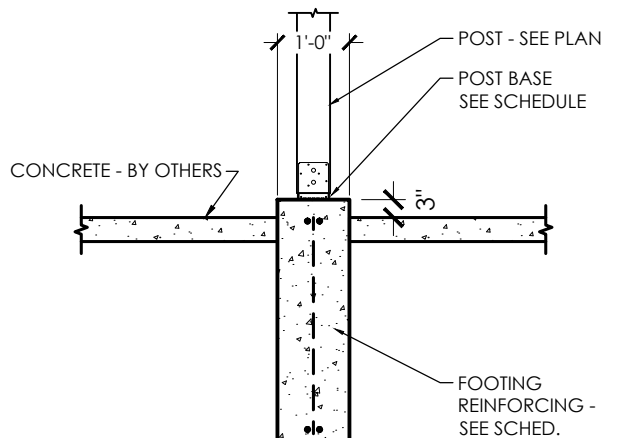
BEAM ATTACHMENT TO POST @ CORNER
SCALE: 1/2" = 1'-0"



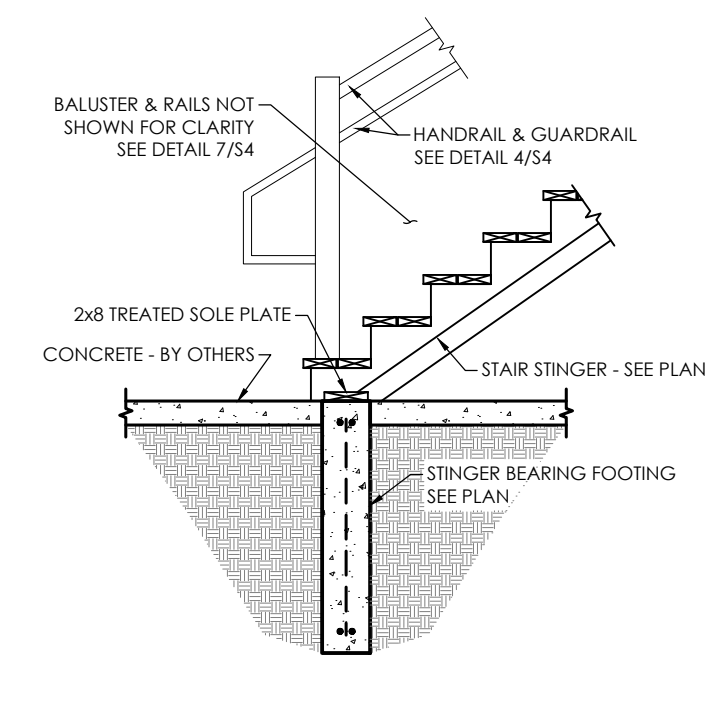
HANDRAIL EXTENSION DETAIL
SCALE: 3/8" = 1'-0"



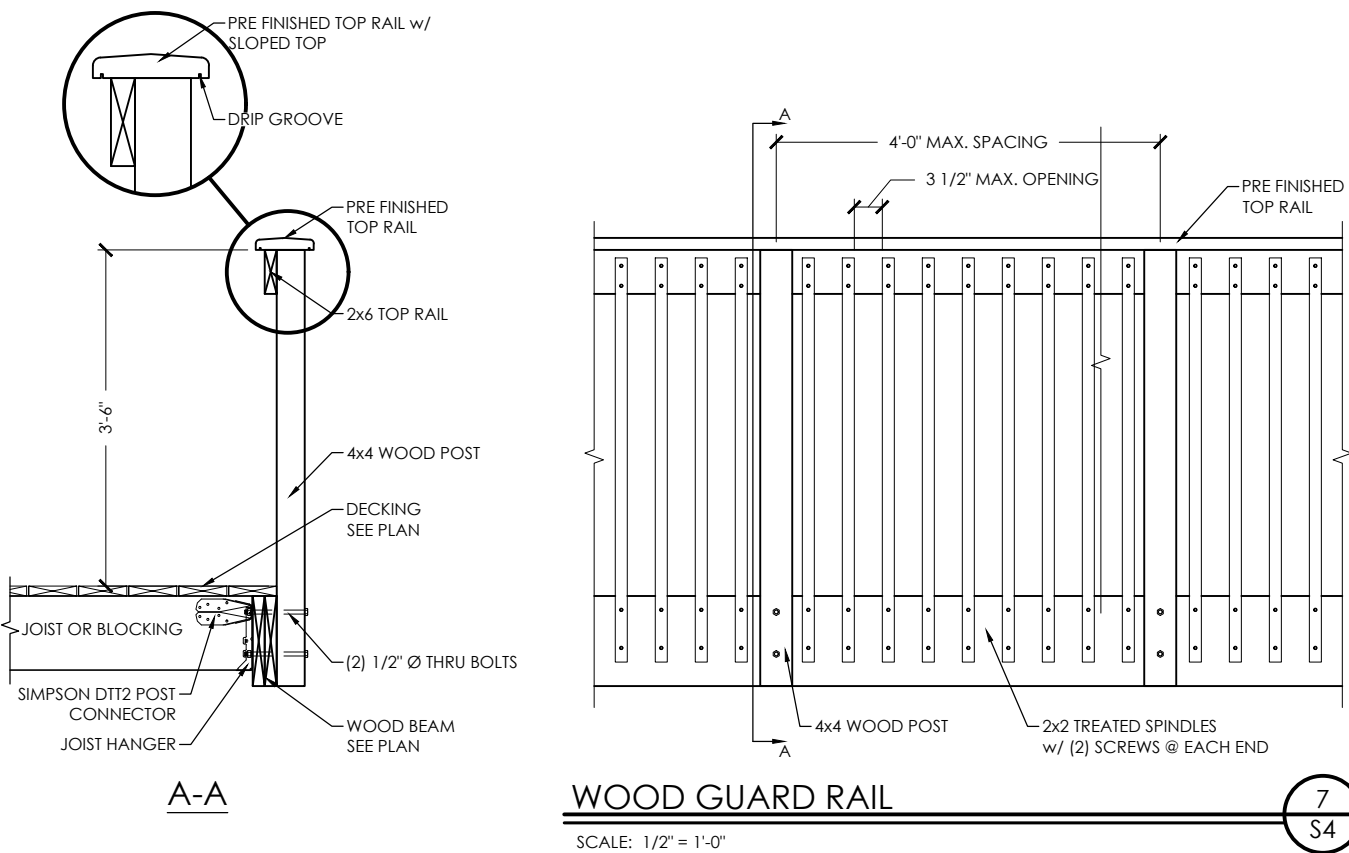
TYPICAL STRINGER CONSTRUCTION
SCALE: 3/8" = 1'-0"



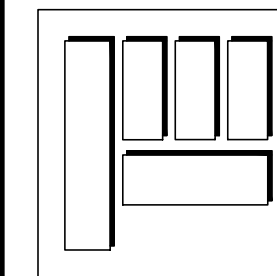
POST FOOTING DETAIL
SCALE: 3/8" = 1'-0"



STRINGER BEARING SECTION
SCALE: 3/8" = 1'-0"



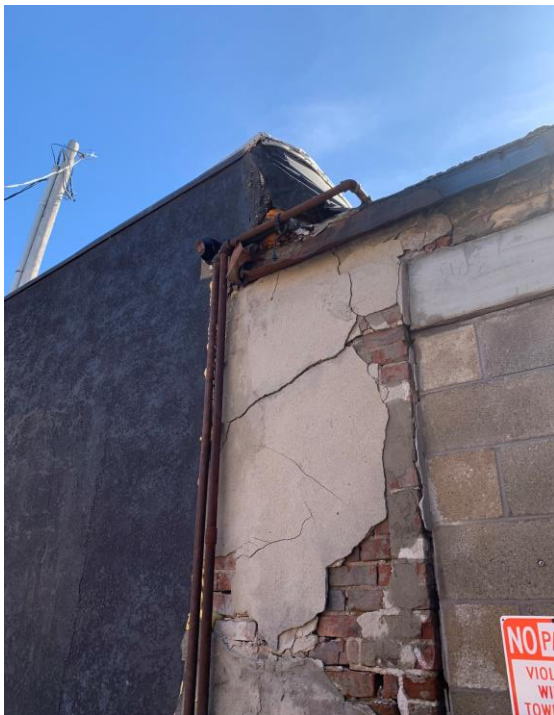
WOOD GUARD RAIL
SCALE: 1/2" = 1'-0"



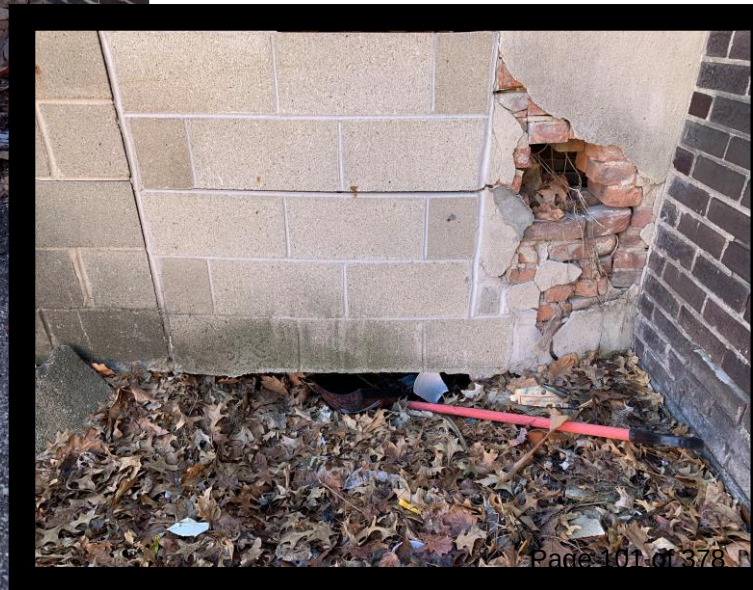
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FOR APPROVAL



21 W Main St Rear



RESOLUTION APPROVING ACKNOWLEDGEMENT OF CONSTRUCTION TERMS FOR 21 WEST MAIN STREET AND 23 WEST MAIN STREET AS PART OF THE DOWNTOWN REVITALIZATION GRANT AND COMMITTING COUNCIL- DESIGNATED LOCAL OPTION SALES TAX FOR THE OWNER CONTRIBUTIONS

WHEREAS, the City of Marshalltown has received a \$500,000 Downtown Revitalization Grant from the Iowa Economic Development Authority for façade repairs on selected buildings in the Marshalltown Central Business District; and

WHEREAS, the City of Marshalltown owns two of the buildings in the proposed Downtown Revitalization Project, 21 and 23 West Main Street; and

WHEREAS, the City of Marshalltown has been presented with the following bid information on both properties:

	21 West Main Street	23 West Main Street
Base Bid	\$332,517	\$161,824
Alternate 1	\$0 - Rejected	\$0 - Rejected
Alternate 3	N/A	\$49,882
Alternate 4	\$6,647	N/A
TOTAL	\$339,164	\$211,706

WHEREAS, the City of Marshalltown would like to accept the base bid for both properties as well Alternate 4 for 21 West Main Street and Alternate 3 for 23 West Main Street, rejecting Alternate 1 for both projects; and

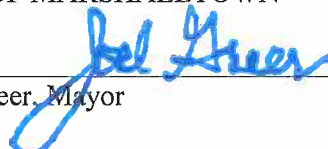
WHEREAS, the City has a 20 percent owner contribution for the base bids on both properties and a 100 percent contribution for the alternates, which would require a City obligation of \$73,150 for 21 West Main Street and \$82,247 for 23 West Main Street;

NOW, THEREFORE, BE IT RESOLVED BY CITY COUNCIL OF THE CITY OF MARSHALLTOWN, the Property Owner Acknowledgement of Terms of Construction are hereby accepted and the Mayor and City Clerk are authorized to execute the documents for 21 and 23 West Main Street; and

BE IT FURTHER RESOLVED, the City of Marshalltown hereby commits an amount not-to- exceed \$200,000 in Council-designated Local Option Sales Tax to cover the base bid and alternate and any additional change orders up to \$44,603.

Passed this 24th day of April 2023 and signed this 25th day of April 2023.

CITY OF MARSHALLTOWN


Joel Greer, Mayor

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: Clayton Ender, Assistant Director, Housing & Community Development
Meeting Date: July 28, 2025
Re: Resolution Setting a Public Hearing for an Official Zoning Map Amendment for 708 Noble Street, 709 E Linn Street, and 711 E Linn Street (Ordinance 15109)

Strategic Plan Objective:

Strategy 1: Expand and improve development in the community.

Recommended:

Staff recommends approval of the resolution setting the public hearing date and time to consider Ordinance 15109

Budget Impact:

Cost of notice publication

Description/Background:

Marshalltown Company has petitioned to have the city approve an official zoning map amendment for property they own at 708 Noble Street, 709 E Linn Street, and 711 E Linn Street. The Planning and Zoning Commission has reviewed this case and has made a recommendation to the city council to approve the proposed official zoning map amendment.

The City Council will need to hold a public hearing prior to final approval of the official zoning map amendment.

Attachments:

1. Resolution Setting Public Hearing Date And Time To Consider Ordinance 15109

2025-__

**RESOLUTION SETTING PUBLIC HEARING FOR AN OFFICIAL ZONING MAP AMENDMENT FOR 708
NOBLE STREET, 709 E LINN STREET, AND 711 E LINN STREET**

WHEREAS, the City of Marshalltown has an adopted an official zoning map for the city; and

WHEREAS, Marshalltown Company has petitioned to have the city approve an official zoning map amendment for property they own at 708 Noble Street, 709 E Linn Street, and 711 E Linn Street; and,

WHEREAS, the process for amending the ordinance requires a public hearing with the Plan Zoning Commission and the City Council; and

WHEREAS, the Planning and Zoning Commission for the City of Marshalltown has held a public hearing to consider the official zoning map amendment and has made a recommendation to the city council; and,

WHEREAS, the City Council desires to set a public hearing to consider this official zoning map amendment; and,

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Marshalltown, Iowa, that a public hearing on an official zoning map amendment for 708 Noble Street, 709 E Linn Street, and 711 E Linn Street be set for August 11, 2025 at 5:30 p.m.

Passed this 28th day of July 2025, and signed this _____ day of July 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

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: Christopher Cross, Fire Chief
Meeting Date: July 28, 2025
Re: Resolution Authorizing the Use of Council-Designated Local Option Sales Tax for a Professional Services Agreement with Iowa EMS Consultants for the Emergency Medical Services Consolidation Feasibility Study and Implementation Plan

Strategic Plan Objective:

N/A

Recommended:

Staff recommends approval of this resolution.

Budget Impact:

Not to exceed \$30,000 - Council-designated local option sales tax

Description/Background:

Funding is requested in the amount not to exceed \$30,000 to partner with Marshall County to enter into a professional services agreement with Iowa EMS Consultants to conduct an Emergency Medical Services Consolidation Feasibility Study and Implementation Plan. The cost of this Emergency Medical Services Consolidation Feasibility Study and Implementation Plan is \$59,750.00. This fee is to be paid in two installments, half at the award of the contract and half after the contract.

Attachments:

1. Resolution Approving Iowa EMS Consultants Contract
2. IOWA EMS CONSULTANTS Marshall County RFP

**RESOLUTION AUTHORIZING THE USE OF COUNCIL-DESIGNATED LOCAL
OPTION SALES TAX FOR A PROFESSIONAL SERVICES AGREEMENT WITH IOWA
EMS CONSULTANTS FOR THE EMERGENCY MEDICAL SERVICES
CONSOLIDATION FEASIBILITY STUDY AND IMPLEMENTATION PLAN**

WHEREAS, Marshall County and its incorporated communities, including the City of Marshalltown, have initiated a regional project to evaluate the feasibility of consolidating Emergency Medical Services (EMS) across the county; and

WHEREAS, the project includes developing a feasibility study and an implementation plan to assess EMS delivery and determine future regional solutions for staffing, operations, administration, and funding; and

WHEREAS, Iowa EMS Consultants has submitted a Professional Services Agreement for providing a study to evaluate options for an emergency medical services consolidation feasibility study and implementation plan at a cost of \$59,750; and

WHEREAS, the study will be fund by the City of Marshalltown and Marshall County.

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

Section 1. That the Professional Services Agreement with Iowa EMS Consultants for the scope of work is hereby approved and the Mayor is directed to execute the Agreement.

Section 2. The City of Marshalltown and Marshall County will split the total cost of \$59,750 with the city's share of \$29,875 being funded through council-designated local option sales tax.

Passed this 28th day of July 2025, and signed this _____ day of July 2025.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

Iowa EMS Consultants

2677 Sierra Ave
Sac City, IA 50583



Robert Hall

(712) 310 - 0996

rhall@iowaemsconsultants.com

Scot McDonough

(712) 660 - 8731

smcdonough@iowaemsconsultants.com

5/1/25

Carol Hills, Chair
Marshall County Board of Supervisors
Marshall County Courthouse
1 East Main St.
Marshalltown, IA 50158

Chairperson Hibbs,

Iowa EMS Consultants is pleased to provide a proposal to your group of stakeholders in regards to your RFP “Emergency Medical Services Consolidation Feasibility Study and Implementation Planning”

We are a firm made up of Iowa EMS professionals that, combined, have around 75 years of experience in both field and administrative EMS work.

Again thank you for this opportunity to help Marshall County provide the best EMS service.

References and Proof of Experience

Grinnell Fire and Rescue - Total feasibility study for creation and implementation of fire based EMS.

Chief Dan Sicard
Grinnell Fire and Rescue
Grinnell, IA 50112
(641) 236 - 2688
djsicard@grinnelliowa.gov

City of Pella Ambulance Service - A complete staffing and compensation study.

Chief Greg Higginbotham
City of Pella Ambulance Service
Pella, IA 50219
(641) 628 - 1780
ghigginbotham@cityofpella.com

City of Cascade Iowa EMS - Complete review with reorganization solutions for EMS service.

Lisa Kotter* - City Administrator, City of Cascade
* Currently employed as City Administrator for City of Red Oak, IA
Red Oak, IA 51566
redoakadmin@redoakia.city
(712) 623 - 6510

Proof of Familiarity

Scot McDonough serves as the EMS director of Sac County EMS which serves as a true third party combination EMS system consisting of volunteer EMS providers and paid full-time EMS providers. Robert Hall worked for Sac County EMS for ten years working with volunteer and professional EMS providers. Robert now serves as an engineer and paramedic on the busiest engine company within the City of Council Bluffs Fire Department. Combined, this gives our team over 70 years of both field and administrative EMS experience.

Scope of Work

Iowa EMS Consultants will converse with all key stakeholders within the following communities: Albion, Clemons, Ferguson, Gilman, Haverhill, Laurel, Le Grand, Liscomb, Marshalltown, Melbourne, Rhodes, St. Anthony, State Center, and unincorporated areas of

Marshall County, Iowa. Key stakeholders include, but are not limited to, Fire Chiefs, IAFF Local 16 Representative, Mayors, Law Enforcement, including the Marshall County Sheriff, UnityPoint - Marshalltown Hospital, medical director(s), Marshall County Board of Supervisors, and others deemed appropriate and who may represent those listed above.

Data collected from the stakeholders will be used to create solutions for the future of EMS in Marshall County. Data collected is to include equipment, apparatus, facilities, budgetary, geographic information, incident data such as call volume for each department including response times if able to collect from stakeholders, personnel, dispatching considerations, and other pertinent data as required. We shall provide an estimated amount of taxing authority based on information obtained from the Marshall County Assessor's office.

Iowa EMS Consultants will utilize an attorney licensed in the state of Iowa, and bear the costs of said attorney fees in regards to any and all codes and statutes. Their legal opinion will be an addendum to the final report. All solutions provided in the final report by Iowa EMS Consultants will have a cost assessment included. All of Iowa EMS Consultants' solutions are based on our core values: what is best for the patient, what is best for the EMS provider, and what is best for the taxpayer. It is our strong belief that unifying an EMS service among communities is what is best for the patient, the EMS provider, and the taxpayer, regardless of territory or geographical boundaries.

Final Reports

The final report shall be delivered by July 15th, 2025 with all stakeholders receiving a hard copy and a digital copy. The cost of this Emergency Medical Services Consolidation Feasibility Study and Implementation Plan is \$59,750.00. This fee is to be paid in two installments, half at the award of the contract and half at the completion of the contract. This fee is all inclusive.

Robert D. Hall
Iowa EMS Consultants

Date

Notary



**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: Clayton Ender, Assistant Director, Housing & Community Development
Meeting Date: July 28, 2025
Re: Resolution Approving a Comprehensive Plan Amendment for 708 Noble Street, 709 E Linn Street, and 711 E Linn Street

Strategic Plan Objective:

Strategy 1: Expand and improve development in the community.

Recommended:

The Planning and Zoning Commission recommends approval of a comprehensive plan future land use map amendment for approximately 0.49 acres to the land use classification of light industrial.

Budget Impact:

Description/Background:

City Staff Contact: Clayton Ender, AICP
Assistant Director of Housing and Community Development
Phone: 641-754-5756
Email: cender@marshalltown-ia.gov

Applicant / Marshalltown Company
Property Owner: POB 738
Marshalltown IA 50158

Recommendation: The Planning and Zoning Commission recommends approval of a comprehensive plan future land use map amendment for approximately 0.49 acres to the land use classification of light industrial.

The Planning and Zoning Commission recommends approval of the rezoning ordinance as drafted, which includes conditions pertaining to prohibited uses.

Current Current Future Land Use Designation:

**Comprehensive
Plan Future Land
Use Designation,
Current Zoning
District & Current
Usage:** -
Low Density Residential
“Single-family detached and two-family residential development at a density of 4-6 units per acre.”

Current: Zoning:

RM, Medium Density Residential Zoning District

Current Usage:

708 Noble Street – Vacant parcel
709 E Linn Street - Single-unit dwelling
711 E Linn Street – Three-Unit Residential

**Proposed
Comprehensive
Plan Future Land
Use Designation,
Proposed Zoning
District &
Proposed Usage:** **Proposed Future Land Use Designation:**

Light Industrial
“Industrial businesses that are cleaner and less intense, with more office and showroom, clean manufacturing or processing, less trucking, warehousing or heavy manufacturing.”

Proposed Zoning:

GI, General Industrial Zoning District With Conditions

Proposed Usage:

Off-street parking facilities

Review Criteria: In determining whether to approve, approve with conditions, or deny a zone change, the review bodies shall consider the following review criteria:

- 1. The request complies with the applicable standards of this Zoning Ordinance, the City Code of Ordinances, and any applicable county, state, or federal requirements.**

The proposed rezoning complies with applicable local, state, and federal laws or administrative rules.

- 2. The request substantially conforms to any associated prior approval for the development, including, but not limited to, a special use permit, Master Development Plan, or Site Plan.**

The proposed rezoning does not conflict with past approvals for the subject properties.

- 3. The administrative body has considered the recommendation of staff.**

Staff recommends approval of the comprehensive plan amendment and the rezoning application as outlined in the recommendation section of this staff report.

- 4. The request is consistent with applicable policies of the Comprehensive Plan and applicable utility plans and capital improvements plans; or, if it addresses a topic that is not contained or not fully developed in the Comprehensive Plan, the request does not impair the implementation of the Comprehensive Plan.**

The request includes an amendment to the comprehensive plan's future land use map. Because the proposed usage of the site is off-street parking facilities to support light industrial land use the proposal includes amending the future land use map of the subject properties to the land use category of light industrial.

Provided the city also adopts the comprehensive plan amendment the rezoning will be in compliance with the comprehensive plan.

- 5. The request promotes the purposes of this Zoning Ordinance as established in § 156.A.002, Purposes, and in other applicable purpose statements in this chapter.**

§ 156.A.002(C)(1) "Encourage a diverse and stable economy with employment opportunities, particularly those that have meaningful multiplier effects in the local economy, by promoting the vitality and development of commercial and

industrial districts”

§ 156.A.002(C)(2) “Enable and encourage entrepreneurship and local business growth”

§ 156.A.002(C)(3) “Enable retention and sensitive expansion of local businesses.”

6. Adequate facilities, including public or private utilities, solid waste service, roads, drainage, and other improvements are present or are planned to be provided.

The subject property has adequate access to existing public streets, water, sanitary sewer, storm sewer and other utilities.

7. The request demonstrates compatibility with surrounding conforming and permitted land uses and structures and with the general character of the area.

Proposed parking facility construction and expansion will be required to comply with applicable design standards of the zoning code. Furthermore, the proposed conditions on the rezoning to prohibit certain land uses will support compatibility with existing adjacent residential land uses.

8. The dimensions of the subject property to accommodate reasonable development that complies with the requirements of this ZO, including parking, open space, and buffering requirements.

The subject properties are of sufficient size and dimension to allow for construction of the proposed improvements along with applicable buffering standards.

9. The pace of development and the amount of vacant land currently zoned for comparable development in the vicinity of the subject property.

The Marshalltown Company main campus is within an established neighborhood with limited vacant land for expansion. The company is in the process of several

facility expansions which will utilize existing vacant land. Due to the limited vacant land being used for facility expansion the property owner has had to look towards acquisition of parcels in the vicinity to accommodate off-street parking requirements. This will require rezoning to be compliant with the zoning ordinance.

10. A comparison of the hardship to the applicant with the relative gain to the public health, safety, and welfare.

The proposed development will support economic growth with the community.

11. The proposed zone change is consistent with the Comprehensive Plan or Future Land Use Map and increase the likelihood of advancing the goals, objectives, and policies of the Comprehensive Plan Land Use Map, or another adopted area plan, including but not limited to redevelopment plans.

See review criteria #4 regarding future land use map.

Land use General Goal 1: Maximize the potential of the community of Marshalltown as a thriving center for business and healthy recreation, while maintaining and enhancing its livability as a residential community.

Land use industrial Goal 1: Retain and expand Marshalltown's industrial land uses to ensure a diverse tax base and local employment opportunities.

The proposed rezoning will work to advance the goals of the comprehensive plan, including those called out above, by supporting the expansion of an existing industrial business, Marshalltown Company. This expansion will increase the local tax base and support local employment opportunities.

12. The range of uses allowed by the proposed zoning district will be compatible with the properties in the immediate vicinity of the subject property.

Staff is recommending that this rezoning be subject to conditions restricting land usage beyond the standard land use restrictions. The purpose for the restrictions would be to support compatibility of permitted land uses within the rezoned area with those of the existing adjacent residential uses and residential zoned areas.

The complete list of prohibited uses is included within the draft ordinance. The property owners will need to agree to these conditions in writing prior to close of a public hearing at city council.

13. The suitability of the subject property for the zoned purposes.

The applicant has provided a site development concept drawing showing how the subject properties are intended to be used for off-street parking facilities. Initial staff review indicates that the subject properties are suitable for the intended development.

14. The character of the surrounding area is transitioning or being affected by other factors, such as traffic, a new school, adjoining uses, or environmental issues.

Generally, to the west of the proposed rezoning area, the surrounding area is composed of an established residential neighborhood. East of S 8th Avenue is presently used for industrial development, mainly Marshalltown Company's main campus.

15. Nearby property owners are in support of, or do not oppose, the proposed map amendment.

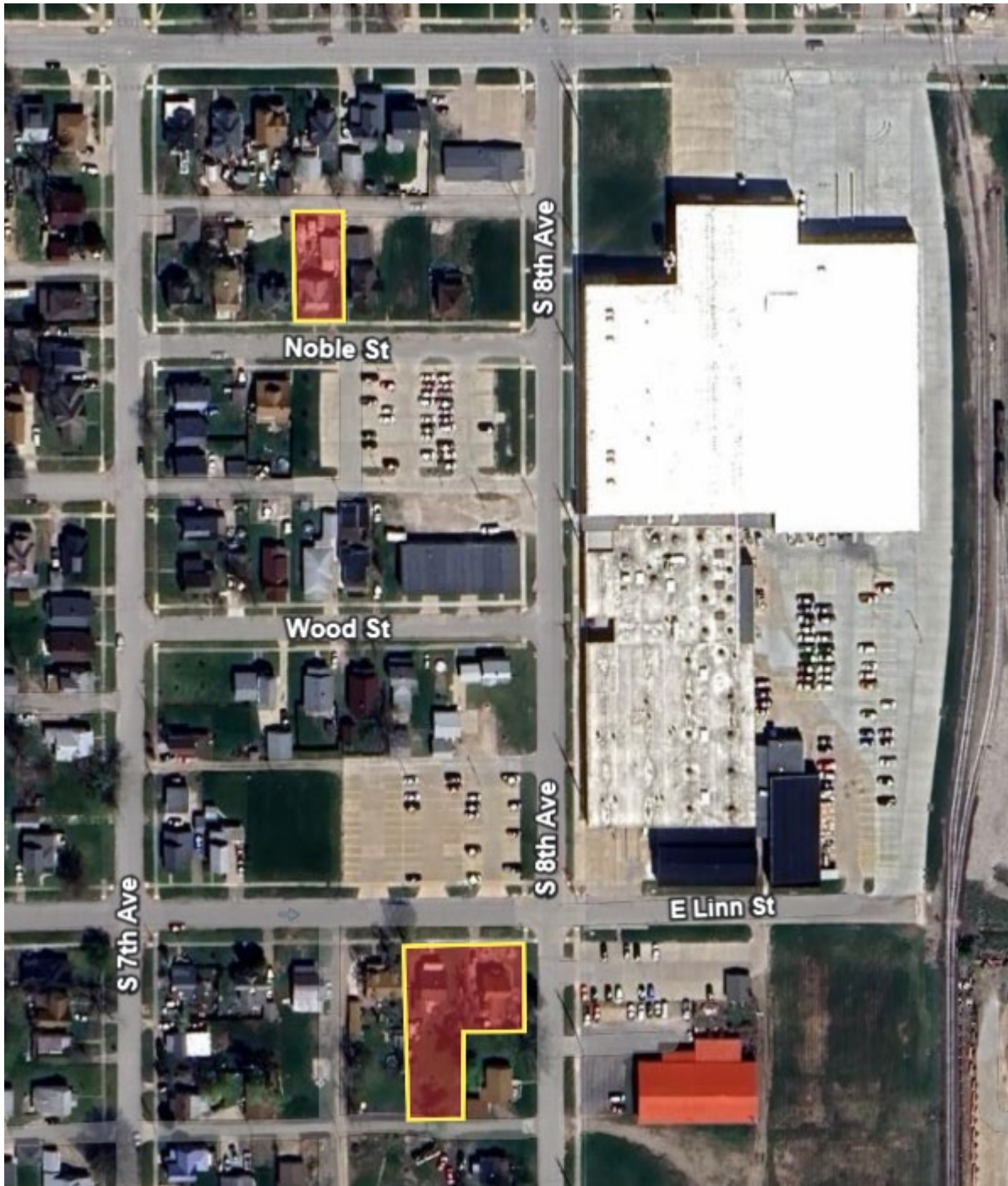
Notice of the proposed rezoning, including meeting dates and times, has been mailed to all property owners within 250 feet of the rezoning boundary + width of any intersecting street. Signs have also been posted advertising the rezoning.

As of publication of this staff memo no public comments have been received.

Attachments:

1. Aerial Vicinity Map
2. 2025-07-28_2025-XXX_Resolution Approving a Comprehensive Plan Amendment for 708 Noble Street, 709 E Linn Street, and 711 E Linn Street
3. 708 Noble St, 709 and 711 E Linn St Future Land Use

Aerial Vicinity Map:



CITY COUNCIL

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



RESOLUTION APPROVING A COMPREHENSIVE PLAN AMENDMENT FOR 708 NOBLE STREET, 709 E LINN STREET, AND 711 E LINN STREET

WHEREAS, the City of Marshalltown Comprehensive Plan's future land use map identifies the future land use for 708 Noble Street, 709 E Linn Street, and 711 E Linn Street as Low Density Residential; and

WHEREAS, Marshalltown Company has petitioned to amend the comprehensive plan for 708 Noble Street, 709 E Linn Street, and 711 E Linn Street to a future land use category of light industrial for the purpose of allowing for a rezoning consistent with the city's comprehensive plan; and

WHEREAS, the City Council for the City of Marshalltown finds it is in the best interest of the city to amend the comprehensive plan's future land use map to allow for a rezoning which would be consistent with the city's adopted comprehensive plan; and,

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Marshalltown, Iowa, that a comprehensive plan amendment for 708 Noble Street, 709 E Linn Street, and 711 E Linn Street is approved. The amended future land use classification shall be that of light industrial.

Passed this 28th day of July 2025, and signed this ____ day of July 2025.

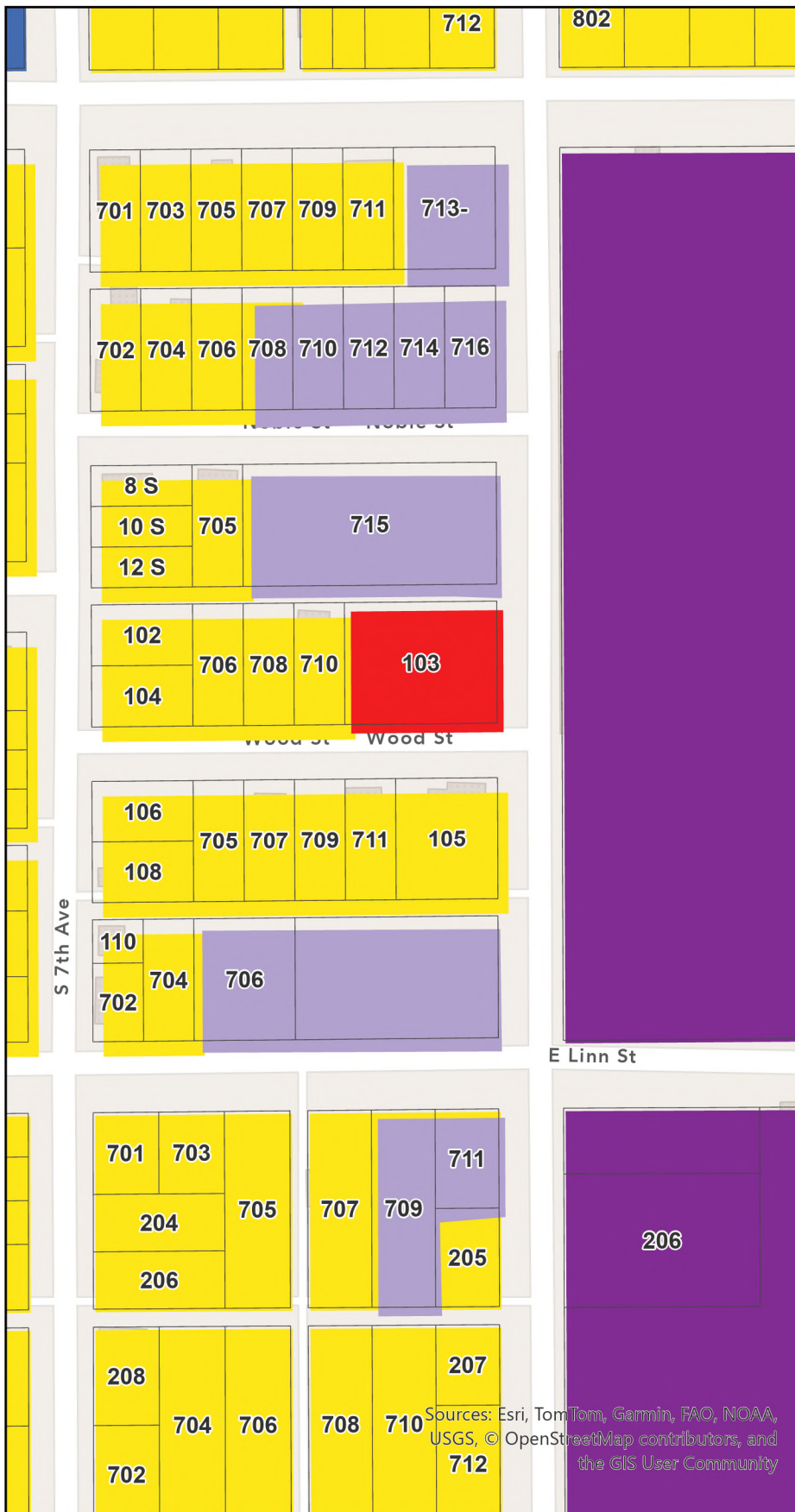
CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

Marshalltown Future Land Use



Legend

City Limits

Parcels

Future Land Use

- Rural Residential
- Low Density Residential
- Medium Density Residential
- High Density Residential
- Mobile Home Park
- Medical
- Commercial
- Downtown Mixed Use
- Mixed Use
- Business Park
- Light Industrial
- Heavy Industrial
- Public/Semi-Public
- Cemetery
- Park/Open Space
- Golf Course
- Railroad



0 55 110 220
US Feet



MARSHALLTOWN
MORE THAN EVER

Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



**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 28, 2025
Re: Resolution Approving Task Order 1 Between the City of Marshalltown and McClure Engineering Company for the Airport Master Plan and Layout Plan Update for the Marshalltown Municipal Airport, being Project ARP25001

Strategic Plan Objective:

None of the 2025 Strategic Plan Mayor & City Council Goals are in relation to the Marshalltown Municipal Airport.

Recommended:

Approve Task Order 1 for McClure Engineering.

Budget Impact:

The cost of the Task 1 McClure contract is \$354,460. There are some administrative costs that the city will incur on this project outside of Task 1; therefore, we have established a project budget of \$375,000. We propose and submitted our most recent financial CIP plan to FAA utilizing airport specific Bipartisan Infrastructure Law (BIL) and Annual Federal Aviation Entitlement Funds for 95% of this project, with local funds covering 5%, or \$18,750.

The city had budgeted \$10,000 of Fund 030 CIP Funds to a Triggering Event Master Plan in FY25 that have not been spent and \$51,500 of Fund 030 CIP Funds to design of Runway 13/31 Pavement in FY26. Due to requirements from FAA, they will now require a new Master Plan and Update Airport Layout before any work could begin on runway pavement; therefore, we propose to use \$18,750 of \$61,500 in Fund 030 designated in FY25 & FY26 that was designated for airport projects for this work.

Description/Background:

In 2023, city staff began coordination with FAA on the pavement condition at the airport with the city's priority concern addressing the main runway (Runway 13/31). When utilizing Annual Federal Aviation Entitlement Funds to help financially on projects, several years are required between large projects when entitlement funds are allocated ahead, as they were on the most recent project. Marshalltown City Council accepted the most recent large project that included an electrical vault, large hangar, and new terminal in January of 2024 and city staff continue to

work with FAA on final project and grant close-out, which we anticipate by end of 2025.

In 2024, the city requested Statement of Qualifications from interested consultants for Airport Planning Services and Airport Development Services. For airport related projects, these are typically 5-year selections and require separate processes for planning and development (engineering) projects. In January 2025, the City Council approved selection of McClure Engineering for airport planning projects with stakeholder engagement and forecasting through SEH Engineering and the AGIS Aeronautical Geospatial Obstruction Survey and Airport Mapping through Martinez Geospatial.

FAA recommends Master Plan Updates every 7-10 years. In many cases, FAA will not participate or allow use of entitlement or BIL Funding without a recent Master Plan. Marshalltown Municipal Airport had a Master Plan completed in 2001 with an update completed in 2010, which is now 15 years old.

An Airport Layout Plan depicts existing facilities and reviews activity forecasts, facility requirements, aeronautical/airspace requirements, and alternatives development and evaluation standards taking into account safety. In order to be eligible for any financial assistance, an ALP must be current and improvements must follow the that ALP as guidance on development. Our most recent Airport Layout Plan was dated 2008.

During this coordination with FAA regarding the primary runway and meetings with FAA during and shortly after the selection process wrapped up, FAA has determined that they will not allow any work to proceed on the runways until a Master Plan is completed. While early discussion indicated we could do a smaller Master Plan, called a Triggering Event Master Plan, so that we could proceed with a runway project sooner than later, FAA ultimately determined earlier this year that they want to delay any work to the runway until a fully Master Plan and an updated Airport Layout Plan is accepted by FAA.

Through this Task Order, the following are highlights of the scope that will be performed:

- Development of a Stakeholder Advisory Committee (SAC), which will be a committee of 5-10 people that play a role in the community as it relates to the airport's capabilities, capacity, and needs vs wants of a municipal airport facility. The SAC will be used for development of the updated master plan.
- Communication with up to 15 current or likely potential airport stakeholder users to understand type of aircraft, activity levels, and runway length needs.
- Develop an Airport Master Plan, including airport inventory; review and determination of runway safety areas; conduct an airport geographic information system (AGIS) survey and update FAA electronic records with said survey.
- Forecast activity, demand, and airport capacity which will include determining critical aircraft that should be used as design basis for facility rehabilitation or improvements.
- Evaluate alternatives, with focus being on runway widths/lengths and any potential allowable building space for future hangar development. Prepare up to six detailed

opinions of probable costs to aid in future CIP planning and funding requests.

- Develop a general 20-year Capital Improvement Plan for the airport facility.
- Update the Airport Layout Plan, utilizing new FAA standards released in 2013 which is after the City's most recent 2008 layout.

This work is expected to take 10 months.

Attachments:

1. Resolution Selecting & Approving Task Order 1 with McClure - Master Plan
2. MIW Task Order No 1
3. MIW Master Services Agreement - Planning Services V2

**RESOLUTION APPROVING TASK ORDER 1 BETWEEN THE CITY OF
MARSHALLTOWN AND MCCLURE ENGINEERING CO FOR THE AIRPORT
MASTER PLAN AND LAYOUT PLAN UPDATE FOR THE MARSHALLTOWN
MUNICIPAL AIRPORT, BEING PROJECT ARP25001**

WHEREAS, the City of Marshalltown entered into a Master Agreement for Airport Planning Projects after qualifications-based selection with McClure Engineering Company of Clive, Iowa on January 13th, 2025 (Resolution 2025-011); and

WHEREAS, from time to time the city may request McClure Engineering Company to provide professional services for specific projects. Each engagement will be documented by a task order. This task order agreement sets forth the general terms and conditions which shall apply to all task orders duly executed under this agreement; and

WHEREAS, planning services are needed for the development of an Airport Master Plan and an Airport Layout Plan Update; and

WHEREAS, the City Council of Marshalltown finds that this Agreement for Services is in the best interest of the City.

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

Section 1. That the attached Agreement for Airport Planning Services with McClure Engineering Co, is hereby approved in all respects and particulars.

Section 2. The Mayor and City Clerk are hereby authorized and directed to execute any and all documents required to effectuate this Resolution.

Passed this 28th day of July 2025, and signed this _____ day of July 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

Project No.: 2024002639-001
Project Name: Airport Master Plan Update
Marshalltown Municipal Airport
Project Manager: Adam Thompson

TASK ORDER NO. #1
AGREEMENT FOR AIRPORT PLANNING SERVICES
MARSHALLTOWN MUNICIPAL AIRPORT - MARSHALLTOWN, IOWA

This **TASK ORDER NO. #1**, made on the 21st day of July, 2025, under the terms and conditions established in the **MASTER AGREEMENT**, dated the 13th day of January, 2025, by and between **McClure, of Clive, Iowa** (herein referred to as "**Consultant**") and the **City of Marshalltown, Iowa**, (hereinafter referred to as "**Owner**"). Services shall be performed per the fees, terms and conditions outlined in the **MASTER AGREEMENT**. The **Consultant** shall provide engineering design and bidding services at the request of the **Owner** which consists of the items listed below, located at the **Marshalltown Municipal Airport (KMIW)**.

PROJECT DESCRIPTION:

AIRPORT MASTER PLAN UPDATE
MARSHALLTOWN MUNICIPAL AIRPORT - MARSHALLTOWN, IOWA

1. The **Owner** shall provide information, which shall set forth the **Owner's** objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. (See Exhibit 'E' for **Owner's** responsibilities).
2. The **Consultant** shall provide the following services, including:

Part I. Airport Master Plan Update

Item	Included	Not Included
850.05 Study Element 1: Project Initiation, Coordination and Administration		
1.1 Project Scoping and Contract Development	X	
1.2 Meetings	X	
1.2.1 Client Meetings (4 in person & virtual)	X	
1.2.2 Agency Meetings (4 virtual)	X	
1.2.3 Airport Critical Stakeholders Phone Calls (15 phone calls)	X	
1.3 Project Administration	X	
1.4 Quality Assurance and Control	X	
163.05 Study Element 2: Airport Master Plan		
2.1 Airport Inventory	X	
2.1.1 RSA Determination	X	
2.1.2 AGIS Survey	X	
2.1.2.1 FAA Airports-GIS (AGIS) Project Initiation	X	
2.1.2.2 Project Geodetic Control	X	
2.1.2.3 Planimetric and Topographic Basemaps	X	
2.1.2.4 Runway and Navigational Aid Surveys	X	
2.1.2.5 Airport Airspace Analysis	X	
2.1.2.6 FAR Part 77 Obstruction Analysis	X	
2.1.2.7 FAA AGIS Data Processing and Submission	X	
2.1.3 Geotechnical Investigation Survey		X
2.2 Aviation Activity Forecasts	X	
2.3 Demand/Capacity Analysis	X	
2.4 Facility Development/Recommendations	X	
2.5 Alternative Analysis (3 Runway & 3 Building Area)	X	
2.6 Approach and Departure Surfaces Obstacle Action Plan (OAP)	X	
2.7 Environmental Overview (EO)	X	
2.8 Capital Improvement Plan (CIP) / Implementation Plan	X	
2.9 Executive Summary	X	
500.05 Study Element 3: Exhibit 'A' Property Map and Report		
3.1 Base Section Mapping	X	
3.2 Organization of Title Work Files	X	
3.3 Property/Parcel Funding Research	X	
3.4 Compute Airport Parcels	X	
3.5 Sheet Layout (Est. 3 Sheets)	X	
3.6 Table Preparation	X	
3.7 Draft Exhibit 'A' Property Map	X	
3.8 Narrative Description of Encroachments, Encumbrances, Overlaps, Gaps	X	
3.9 Address Exhibit 'A' Comments	X	
3.10 Exhibit 'A' Report	X	
400.05 Study Element 4: Airport Layout Plan Update		
4.1 Title Sheet	X	
4.2 Data Sheet	X	
4.3 Existing Airport Layout Plan Drawing	X	
4.4 Proposed Airport Layout Plan Drawing	X	
4.5 Airport Airspace Drawing	X	
4.6 Inner Portion of the Approach Surface Drawing (Rwy 13)	X	
4.7 Inner Portion of the Approach Surface Drawing (Rwy 31)	X	
4.8 Inner Portion of the Approach Surface Drawing (Rwy 18)	X	
4.9 Inner Portion of the Approach Surface Drawing (Rwy 36)	X	
4.10 Building Area Drawing	X	
4.11 Land Use Drawing	X	
4.12 Exhibit A Property Map	X	
960. Subconsultants		
1. Martinez Geospatial - AGIS Aeronautical Geospatial Obstruction Survey and Airport Mapping	X	
2. SEH - Stakeholder Engagement, Forecasts, QA/QC	X	

3. Payment to the **Consultant** shall be made on the following basis:

Section 3.1: Basis of Compensation

3.1.1 For performing the Services identified within Part I, the **Owner** shall pay the **Consultant** a lump sum amount in accordance with the following:

<u>Item</u>	<u>Description</u>			
X	850.05	Study Element 1: Project Initiation, Coordination and Administration	Lump Sum	\$ 54,891.00
X	163.05	Study Element 2: Airport Master Plan	Lump Sum	\$ 64,890.00
X	700.07	Study Element 2: Airport Master Plan - AGIS Control Survey	Lump Sum	\$ 34,770.00
X	500.05	Study Element 3: Exhibit 'A' Property Map and Report	Lump Sum	\$ 19,780.00
X	400.05	Study Element 4: Airport Layout Plan Update	Lump Sum	\$ 34,850.00
X	960	Subconsultants	Lump Sum	\$ 145,279.00
			TOTAL:	\$ 354,460

3.1.2 The lump sum includes compensation for the Services, Subconsultant costs, if any, and appropriate factors for labor, overhead, profit and Reimbursable Expenses.

3.1.3 Although the **Consultant** recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate and adjustment of the lump sum amount if there has been, or is to be, a material change in the:

- (a) scope, complexity or character of the Services or the Project
- (b) conditions under which the Services are required to be performed; or
- (c) duration of the services, if a change in the Schedule warrants such adjustment in accordance with the terms of this Agreement.

Section 3.2: Additional Services

3.2.1 Any services rendered by the Consultant beyond those described in the Scope of Services shall be compensated on a lump sum basis as set forth in Section 3.1.

3.2.2 The **Consultant's** estimate of the amount that will become payable for Additional Services is only an estimate. If it becomes apparent that this estimated compensation amount will be exceeded, the **Consultant** and **Owner** shall mutually negotiate in writing to additional compensation exceeding said estimated amount.

Section 3.3: Other Payment Provisions

3.3.1 Progress Payments: Payment to the **Consultant** shall be made on a monthly basis, within 30 days of invoice for work completed to date. Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service. The amounts due for Additional Services will also be invoiced monthly.

3.3.2 Reimbursable Expense Definition: Reimbursable expenses include, but are not limited to, transportation, subsistence, reproduction of reports, drawings, specifications, and other Project documents, courier services, materials, supplies, equipment rental and other costs specific to the Project.

4. This Agreement represents the entire and integrated Agreement between the **Owner** and the **Consultant**.

		Included	Not Included
Exhibit 'A'	Consultant Terms and Conditions Standard Agreement		X
Exhibit 'B'	Hourly Rate Schedule		X
Exhibit 'C'	Detailed Scope of Work / Project Exhibit	X	
Exhibit 'D'	Subconsultant(s) Contract		X
Exhibit 'E'	Owner's Responsibilities to Consultant	X	
Exhibit 'F'	Duties and Responsibilities of Resident Project Representative (RPR)		X
Exhibit 'G'	Opinion of Probable Construction Cost		X
Exhibit 'H'	Federal Provisions	X	
Exhibit 'I'	Estimated Costs for Consultant Services	X	

SPECIAL INSTRUCTIONS:

OWNER: City of Marshalltown
Marshalltown, Iowa

CONSULTANT: McClure
Coralville, Iowa

By: _____

By:  _____

Name: _____

Name: Adam Thompson

Title: _____

Title: Project Manager

EXHIBIT C



McCLURE ENGINEERING COMPANY DETAILED SCOPE OF SERVICES MASTER PLAN AND AIRPORT LAYOUT PLAN

Project Description:

Project Overview:

Runway 13/31 is the primary paved runway at the Marshalltown Municipal Airport (MIW) and is 5,007 feet long and 100 feet wide. The runway was last rehabilitated in 2005. The last pavement condition inspection and report for MIW, completed in 2021, indicated the southern 3,800 feet of Runway 13/31 has a Pavement Condition Index (PCI) number of 45 and the northern 1,200 feet has a PCI of 48. According to the PCI Report, the pavement is in poor condition and requires major rehabilitation. Some of the major pavement issues include large longitudinal and transverse cracking, raveling, and weathering.

A Master Plan project is currently under consideration. The goal of the airport master plan is to provide the framework needed to guide future airport development that will cost-effectively satisfy aviation demand. The project is being triggered by the critical need to replace the primary runway and focus will be given to the primary runway, including the completion of planning efforts and the design for the runway pavement maintenance project. The project will also focus on the remaining planning elements as described throughout this Scope of Work.

The purpose of the Master Plan project is to document the inventory of the primary runway, conduct a Runway Safety Area (RSA) determination, identify any non-standard runway conditions, complete aviation activity forecasts, identify the critical aircraft, and complete a runway length analysis to validate current aeronautical needs. The plan will also include an implementation plan and an evaluation of phasing alternatives to determine the implementation feasibility of the proposed pavement maintenance project.

Task 1: Project Initiation, Coordination and Administration

Task 1.1 – Project Scoping and Contract Development – McClure will coordinate with the SEH, the City of Marshalltown (airport sponsor) and the Federal Aviation Administration (FAA) to develop the appropriate work scope, define tasks, lines of communication and establish project goals and objectives. Project fees will be prepared using the final scope of work. An agreement will be developed from the final scope of work and approved fees. This task includes two (2) scoping meetings with McClure, SHE, the airport sponsor, and the FAA.

Task 1.2 – Meetings – McClure will maintain continuous contact with the airport sponsor, and the FAA through e-mail, phone, working papers, and deliverables. A Stakeholder Advisory Committee (SAC) will be developed during this phase of the project to review deliverables and provide input throughout the entire Master Plan project. The SAC will consist of 5 to 10 people who play a role in the community or at the airport. The SAC members will be determined by the City of Marshalltown staff. The airport sponsor, McClure, and the FAA will also review and comment on project deliverables. These subtasks include time to prepare, coordinate, meet, and build consensus. The following meetings are included:

Task 1.2.1 – Client Meetings – Up to four (4) meetings with the SAC, McClure, the FAA, and SEH are included. These meetings will take place in the City of Marshalltown with a virtual option available. The meetings will discuss the status of the project and obtain input on the items discussed. The meetings may cover the following topics:

1. Inventory, preliminary forecasts, preliminary critical aircraft;
2. Additional forecast and critical aircraft evaluation/discussion and RSA determination review;
3. Runway needs and alternatives;
4. Construction phasing and implementation plan

Task 1.2.2 – Agency Meetings – This task includes four (4) virtual meetings with McClure, SEH the FAA, and airport sponsor staff to discuss the status of the project, receive feedback and any other related items. Meeting topics may include:

1. Review of the aviation forecasts and critical aircraft
2. Finalize aviation forecasts, review the RSA determination, and review runway design standards
3. Final construction phasing and implementation plan review

Task 1.2.3 – Airport Critical Stakeholders Phone Calls – This task includes McClure staff conducting phone discussions with current and potential critical stakeholders to determine the type of aircraft operating at MIW, aircraft activity levels, and their runway length needs. This task includes up to 15 phone calls. Call logs will be kept documenting the conversations completed through this process. The documentation will be included in the final report.

Task 1.3 – Project Administration – McClure will provide project administration and management services as required to complete the project within the conditions of this agreement. Administration and management duties will include preparation of a budget and schedule, holding internal project meetings to monitor progress, and preparing monthly invoices.

Task 1.4 – Quality Assurance and Control – McClure will implement and carry-out internal quality control for the project. Independent peer review will be conducted at each phase of the project to check content and product quality. Throughout the project, McClure and SEH will be responsible for draft and final proof-reading, final word processing, editing, graphics, reports, and other products included in this scope of work.

Task 1 Deliverables: Project scope, agreement, meetings, meeting materials, tenant phone calls, and project schedule.

Task 1 Assumption: McClure will have 3 staff persons attending each meeting. Travel to the airport is estimated at an average of 150 miles round trip. Project manager will have 8 hours preparing for and conducting post meeting follow-up for each meeting. Estimated 10 months of project production requiring an average of 10 hours of project administration.

Task 2: Airport Master Plan

The Master Plan will be prepared in accordance with federal and state guidelines. Advisory Circulars (AC) 150/5300-13B, Airport Design and 150/5070-6B, Airport Master Plans, will be utilized in the development of this Master Plan. The FAA Standard Operating Procedure (SOP) for FAA Review and Approval of Narrative Reports (ARP SOP 2.00, effective October 1, 2013) will be utilized in the preparation of the Master Plan. The Master Plan will be developed by McClure as described in the tasks below. The deliverable for this element is stated at the end of this section:

Task 2.1 – Airport Inventory – McClure airport staff (2) will inventory the existing facilities on the airport including the Runway 18/36, taxiways, hangars, all aviation buildings, entrance road, fueling facilities, aircraft apron, automobile parking, etc. This section will include known historical key events which occurred at the airport. Existing services to be documented including pilot services and airport businesses. In addition, the built and

natural environment, community features, economy, local ordinances (such as land use, pedestrian, and vehicle ordinances), and trends will also be documented. Effective dates of any existing ordinances will be provided. A topographic survey will be conducted. The survey will take centerline, edge of pavement, and edge of RSA cross section the runways, taxiways, and apron at 100-foot intervals.

Task 2.1.1 – Runway Safety Area (RSA) Determination – During the Airport inventory site visit, two McClure airport staff members will complete a survey over the length of Runway 13/31, Runway 18/36, Taxiways, Apron, and future airport development areas, including the RSA off each runway end. This task includes time for a McClure airport staff member to complete a RSA inventory, documenting objects in the RSA including the fragility of the objects.

The collected data will be used to determine what areas, if any, do not meet RSA standards. The RSA evaluation will identify and document practicable RSA improvement alternatives for the FAA to consider. The RSA determination form will be completed following FAA Order 5200.8 Appendix 1 and FAA Standard Operating Procedure 8.0. The completed form will be sent to the FAA ADO for their records or required action based on the outcome of the survey.

Task 2.1.2 – Airports Geographic Information System (AGIS) Survey – The purpose of this task is to follow the FAA AGIS program and the current versions of FAA AC 150/5300-16B, 17C, and 18B. Data collection will be accomplished through a combination of field-survey and remote-sensing technologies. The dataset will include both “safety-critical” (airspace, runway & NAVAID data) and “non-safety-critical” (planimetric & topographic mapping) elements as needed to update the existing information.

AC 150/5300-18B, Table 2-1, Column ‘Airport Layout Plan’ will be used as a basis for determining the specific data collection tasks to be accomplished. Considerations for specific included/excluded tasks will be based on relevance to the airport and through the process of defining the final scope of work.

This task will be completed by the subconsultant as outlined in the attached Scope provided by Martinez Geospatial with the additional services provided by McClure and SEH as outlined in the following subtasks.

Task 2.1.2.1 – FAA Airports-GIS (AGIS) Project Initiation – McClure and SEH will provide quality control reviews of the AGIS Statement of Work (SOW) and Imagery/Remote Sensing Plan.

Task 2.1.2.2 – Project Geodetic Control – SEH will provide quality control reviews of the Survey & Quality Control Plan.

Task 2.1.2.3 – Planimetric & Topographic Basemaps – SEH will provide quality control reviews of the data.

Task 2.1.2.4 – Runway & Navigational Aid Surveys – SEH will provide quality control reviews of the data.

Task 2.1.2.5 – Airport Airspace Analysis – SEH will provide quality control reviews.

Task 2.1.2.6 – FAR Part 77 Obstruction Analysis – SEH will provide the ultimate Part 77 surfaces as developed for the Airport Layout Plan and will create and complete the obstruction analysis for existing, future and ultimate conditions for both Runway 13/31 and Runway 18/36. The obstruction analysis for the future and ultimate conditions will be completed for up to four (4) alternatives. Once final alternatives have been selected by the SAC, McClure, and the FAA, SEH will share the final future and

ultimate obstruction analysis for the Airport Layout Plan via CAD. Quality control checks will be completed by McClure and SEH in preparation for data use in the Airport Layout Plan.

Task 2.1.2.7 – FAA AGIS Data Processing and Submission – McClure will assist Martinez by coordinating sponsor-provided airport information and attribute data for inclusion with/completion of AGIS data. SEH will provide quality control reviews of the completed final survey file and final project report prior to AGIS website upload.

Task 2.2 – Activity Forecasts – McClure and SEH will prepare independent forecasts to determine the near-term and mid-term critical aircraft for FAA review and approval. SEH will also prepare independent forecasts of based aircraft and operations for the City to understand impacts to other areas of the airfield. The FAA will provide data from www.basedaircraft.com after it has been updated by the airport sponsor. The existing critical aircraft for runway length, width, and pavement strength will be documented in this task. The determination of the critical aircraft will include an evaluation of existing airport use and use projected within the next ten years. Airport staff will provide McClure any available data for historical operations. McClure will document discussions with tenants, airport businesses, and transient users pertaining to existing and projected future operations of aircraft that may influence runway length. Operations data available through FAA's TFMSC system will be utilized to document IFR operations. Table 4-1 from FAA Order 5090.5, Formulation of the National Plan of Integrated Airport Systems (NPIAS) and the Airports Capital Improvement Plan (ACIP), will be reviewed in association with the data gathered to consider the appropriate methods for forecast evaluations.

The aviation forecasts will be documented using the Forecast Review and Approval Instructions memorandum issued by the FAA on August 12, 2024. The memorandum was developed to inform airport sponsors and the FAA staff on streamlining forecast review for smaller general aviation airports and focus on the importance of identifying the existing and future critical aircraft.

Task 2.3 - Demand/Capacity Analysis – The demand determined in the forecasting section will be compared to the existing capacity of the airfield identified in **Task 2.2**.

Task 2.4 – Facility Development/Recommendations – All facilities (including, but not limited to, runways, runway width justification, NAVAIDs, weather reporting, instrument approaches, taxiways, taxiway width justification, aprons, parking lots, fueling, terminal building, airport access, hangars, fencing, security, lighting, etc.) will be compared to forecast demand to evaluate development requirements for the critical aircraft(s). The existing and future Runway Design Code and Taxiway Design Group will be determined during this portion of the project. Eligible apron space calculations and snow removal equipment eligibility will also be documented in this section. Rehabilitation, replacement, and upgrade projects will be recommended for deteriorating facilities. FAA and State of Iowa guidance and planning documents including Advisory Circulars and the State Airport System Plan will be utilized in developing the facility recommendations and evaluating alternatives.

Task 2.5 –Alternatives Analysis – Based on the activity forecasts, the length of Runway 13/31, Runway 18/36, and the building area development will be evaluated. The runway length and width needs of the critical aircraft, or group of critical aircraft, will be documented in this task. The operator(s) of these aircraft will be consulted as aircraft operators may justify or require additional runway length or width.

This task will evaluate the cost to reconstruct the runway at the existing length and width compared to the runway length justified in this task. The FAA can only fund a project to

rehabilitate (not reconstruct) an airfield facility that exceeds FAA standards.

Alternatives evaluating the selected runway length and width will be completed in this task. It is anticipated up to three (3) runway length and width alternatives will be evaluated and up to three (3) alternatives will be evaluated for building area development (hangars, fuel system, Snow Removal Equipment building, and apron area). Each alternative will include consideration for existing and proposed instrument approach procedures to each runway end.

The existing and ultimate runway location, facilities, and approaches will be evaluated using Airport Design AC 150/5300-13B. These various alternatives may include alternative taxiway configurations, shifts of the runway, runway intersection evaluation, different approach types, as well as various runway lengths to meet any unmet FAA standards. A Runway Protection Zone (RPZ) analysis is not included in this scope of work.

Pavement alternatives will be developed that address existing deficiencies and meet current design requirements. Although the initial list may include up to six (6) upfront alternatives, some alternatives may be deemed to be infeasible due to project constraints or anticipated poor long-term performance.

Prepare up to six (6) detailed Opinion of Probable Construction Cost Estimates for each alternative. Conduct a pavement life cycle cost analysis comparing the cost effectiveness of each strategy. The life cycle cost analysis will be used to determine the most cost effective alternative.

Task 2.6 – Approach and Departure Surfaces Obstacle Action Plan (OAP) - To maintain clear existing approach and departures surfaces, an OAP will be developed for all unmitigated obstacles. The OAP will identify obstacles as defined in: AC 150/5300-13B, Airport Design (9/28/2012); FAA Order 8260.3, United States Standard for Terminal Instrument Procedures (TERPS); and 14 CFR Part 77 Imaginary Surfaces.

The OAP will summarize and detail unmitigated obstacles and will identify how and when the surfaces will be cleared and maintained cleared. The OAP will identify the obstacle reference number, type, latitude, longitude, elevation (AMSL), height, surface penetrated, penetration amount, runway, if the obstacle is on or off the airport, if the obstacle is under sponsor control, proposed maintenance action, and when each of the obstacles will be cleared (i.e. date) and triggering event, if associated with a particular project. Additionally, the OAP will match data that is presented on the ALP Inner Approach Obstruction Tables. The OAP will be incorporated into the CIP as necessary to plan for mitigation of the identified obstacles and will identify mitigation that is eligible for federal or state funding and any areas/items that have been previously funded.

Task 2.7 – Environmental Overview (EO) – The EO chapter will identify potential environmental concerns that may need to be taken into consideration with the proposed airport development. These concerns would be addressed in a formal federal environmental document which is not included in this work scope.

Environmental concerns may include potential impacts to wetlands, residential, farmland, floodplains, rare species, etc. Not all impact categories identified through the National Environmental Policy Act (NEPA) will be evaluated. However, if development of a facility has the potential to impact one of these categories, then the general potential impacts to that category will be discussed. Noise analysis is not included in this scope of work. Field surveys are not included in this scope. Any potential environmental impacts will be identified through use of existing mapping, aerial photography and other readily available Federal, state, regional and local studies, and maps. Wetland delineation and cultural resources surveys or other field work associated with environmental concerns are not included in this work scope.

Task 2.8 – Capital Improvement Plan (CIP)/Implementation Plan – A CIP for the development and maintenance projects will be developed that includes estimated project costs, a

prioritization discussion, year of implementation or planning levels and Triggering Events that would support project development and funding as well as projects that should be linked together. Estimated costs will be prepared and expressed in 2025 dollars, with no adjustments for inflation. A funding plan will be developed for the proposed improvements including eligibility of projects as well as potential funding sources (federal, state, and local funding options). The results of this analysis will be presented in a CIP format consistent with FAA requirements.

Task 2.9 – Executive Summary – An executive summary of the Master Plan will be developed to summarize the findings and recommendations of the study. The summary will include the items listed in Standard Operating Procedure (SOP) 2.0 Standard Procedures for FAA Review and Approval of Airport Layout Plans (ALPs), effective date October 1, 2013.

Task 2 Deliverables: FAA and airport sponsor accepted Master Plan. Draft Master Plan: An electronic copy (via OneDrive) of the final draft Master Plan will be submitted to the airport sponsor, SEH, and the FAA for review. Final Master Plan: One (1) printed copy and one (1) electronic copy (via OneDrive) of the final report will be submitted to the airport sponsor, SEH, and the FAA.

Task 2 Deliverables to be provided by Martinez Geospatial: Statement of work report (for AGIS approval), aerial photography acquisition report (for AGIS approval), raw obstacle data, airfield basemap (planimetric and topographic mapping data), digital ortho imagery, comprehensive FAA AGIS deliverable consisting of safety critical data and non-safety critical data, and a final report (for AGIS approval).

Task 2 Assumption: Travel to the airport is estimated at an average of 150 miles round trip. Airport inventory and RSA is estimated to take 2.5 days onsite.

Task 3 Exhibit ‘A’ Property Map and Report

This task includes preparation of an Exhibit ‘A’ Property Map in compliance with FAA Airports Standard Operating Procedure (SOP) 3.0, Standard Operating Procedures for FAA Review of Exhibit ‘A’ Airport Property Inventory Maps.

The airport property map includes existing and proposed land acquisition in both fee and easement. The tables will be updated to include information related to parcels purchased since the last Airport Layout Plan (ALP) update. Historical property records will be researched to verify existing parcel information and how each parcel was purchased. Existing and future property will be identified by parcel number, acres, current owner, type of purchase, and date of purchase.

McClure will identify which parcels should be purchased for future development or to protect the existing airport environment. The airport sponsor will provide the State or FAA project number related to state or federally funded existing airport property. Any state or federal obligations relative to each parcel will also be documented.

Obtaining owners and encumbrances reports for the existing airport parcels is included in this work scope, and encumbrances (recorded and unrecorded) and all other pertinent information obtained from the reports will be noted. Research for this Study Element will include all conveyance and encumbrance documents for anything that is identified in the Certificate of Title or individual title report prepared for each airport parcel. The Exhibit ‘A’ Property Map will provide the Grantor information, grant information, and the date of acquisition by airport sponsor. It will also include all (if any) rights held by others for each airport parcel. Additionally, the Exhibit ‘A’ map will note any possible encroachments and releases of property interests.

Task 3.1 – Base Section Mapping – This task includes initial set up of the base section mapping for the Exhibit ‘A’.

Task 3.2 – Organization of title work files – This task includes organization of the title work information and files. Research will conform with the 40-year marketable title Act in Iowa. Research will also include easements and/or other encumbrances excluded from the “40-year rule”.

Task 3.3 – Property/Parcel Funding Research – McClure will research past FAA, state, and

other funding sources for each parcel. Each parcel will be evaluated to determine if federal funds were used to purchase the parcel. Other obligations that may exist on parcels will be documented. McClure will collaborate on this task with the airport sponsor to gather information on non-FAA obligations that may exist on parcels.

Task 3.4 – Compute Airport Parcels – This task includes computing and drawing each parcel based on the legal description. Boundaries of recorded and unrecorded (approximate) encumbrances are also included.

Task 3.5 – Sheet Layout – This task includes setting up the overall sheet layout for the Exhibit ‘A’ Property map. Approximately three (3) sheets are anticipated.

Task 3.6 – Table Preparation – Detailed tables will be prepared for inclusion in the Exhibit ‘A’ Property Map. Tables will include the information required in SOP 3.0.

Task 3.7 – Draft Exhibit ‘A’ Property Map – The Exhibit ‘A’ property map sheets will be developed in accordance with SOP 3.0. Approximately three (3) sheets are anticipated. This task includes two submittals of an Exhibit A Property Map. The first submittal will include the existing conditions. This will be completed concurrently to the inventory task. The second submittal will include the addition of future airfield conditions and will be completed towards the end of the Master Plan process, concurrent with the full ALP update.

Task 3.8 – Narrative Description of Encroachments, Encumbrances, Overlaps, Gaps – McClure will prepare a narrative description of any gaps, overlaps or encroachments that are identified through the preparation of previous tasks. This narrative will be provided to ProSource for inclusion in their documentation for each parcel, as needed.

Task 3.9 – Airport Sponsor, McClure, and FAA Review – This task includes time to address comments on review drafts of the Exhibit ‘A’.

Task 3.10 – Exhibit ‘A’ Report – A summary report of the Exhibit ‘A’ map will be prepared and will serve as a narrative description of the information on the Exhibit ‘A’ map as well as any required next steps for the airport sponsor based on the results of the Exhibit ‘A’ map research. This task will also evaluate any additional property needed to accommodate planned airport development. The status of compliance with grant assurances and FAA approval of each parcel will also be included. This report will be provided to the airport sponsor and the FAA. Copies of all property research will also be provided to the City and the FAA electronically.

No boundary survey is included in this scope of work.

Task 3 Deliverables: Electronic copies (via OneDrive) of the final Exhibit ‘A’ report and Exhibit ‘A’ Property Maps will be provided to the airport sponsor and the FAA.

Task 4: Airport Layout Plan Update

Elements of the final deliverables will be prepared in accordance with FAA Advisory Circulars (AC) 150/5300-13B, Airport Design and other applicable AC’s, Orders, Regulations and Policy Memorandums. The FAA Standard Operating Procedure (SOP) for FAA Review and Approval of ALPs (ARP SOP 2.00, effective October 1, 2013) will be utilized in the preparation of the ALP Update. The ALP set will be prepared in AutoCAD and reproduced in color on 22” x 34” sheets. Coordinates will be shown in NAD 83 datum and elevations in NAVD 88 datum.

This Study Element will include the tasks and sheets described below. The deliverable for this element is stated at the end of this section:

Task 4.1 – Title Sheet – The title sheet will include an airport location and vicinity map, wind roses and wind coverage for the existing runways, airport data table, and an index to the ALP set. The most recent and readily available wind data collected at the nearest wind data collection site from the previous 10-years will be used to determine updated wind coverage. The critical aircraft data will also be documented.

Task 4.2 – Data Sheet – The data sheet will include existing, future, and ultimate airport information on, but no limited to, the runway design information, approach and departure reference codes, dimensions of protected surfaces, runway end coordinates and elevations, navigational aid locations and ownership, Airport Reference Point coordinate and elevation, non-standard conditions, modification of standards (MOS), and declared distances.

Task 4.3 – Existing Airport Layout Plan Drawing – The Airport Layout Plan drawing will be a graphic representation of the airport and its “as-built” facilities and will include, at a minimum, all existing: runways, taxiways, aprons, hangars and buildings, auto parking, fueling systems, ground contours, surrounding roads and homes, access roads, property boundaries, navigational aids, runway data, design detail, and spacing requirements. A color aerial image will be used as a background. Non- standard items will be identified and changes to facilities to correct these items will be developed. Information and tables required per SOP 2.00 will be included.

Task 4.4 – Proposed Airport Layout Plan Drawing – The Proposed Airport Layout Plan sheet will be a graphic representation of proposed development and ultimate facility data and will include, at a minimum, existing and proposed: runways, taxiways, aprons, hangars and buildings, auto parking, fueling systems, ground contours, surrounding roads and homes, access roads, property boundaries, navigational aids, runway data, design detail, and spacing requirements.

Task 4.5 – Airport Airspace Drawing – This drawing will show obstructions and penetrations to 14 CFR, Part 77 Imaginary Surfaces that are not shown on the Inner Portion of the Approach Surface Drawings. Airspace surfaces will be depicted for the ultimate runway configurations and lengths with a color USGS map as a background. This sheet will include an obstruction data table noting obstructions and penetrations to the Part 77 surfaces as determined from an obstruction survey, FAA 5010 inspections, visual observation and information gathered from United States Geological Survey (USGS) mapping, sectional charts, and instrument approach plates. The plan will include 50-foot elevation contours on the Part 77 surfaces. The sheet will include small scale profile views of the ultimate approach to each runway end. A composite ground profile will be completed for each runway end as part of the airspace drawing.

Task 4.6 – Inner Portion of the Approach Surface Drawing – Runway 13 Exist., Fut., and Ult. Approach – The sheet will show a plan and profile view and an obstruction data table of each obstruction penetration to the 14 CFR Part 77 surfaces, obstacle clearance surfaces defined in Tables 3-2 through 3-5 of AC 150/5300-13B, Airport Design, and the TERPS Approach and Departure Surfaces as defined in FAA Order 8260.3E utilizing the data gathered as part of the AGIS survey. A composite ground profile will be completed for each runway end as part of the inner approach sheet drawings. The RVZ line of sight information will be included on this sheet. An aerial photograph will be included as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.

Task 4.7 – Inner Portion of the Approach Surface Drawing – Runway 31 Exist., Fut., and Ult. Approach – The sheet will show a plan and profile view and an obstruction data table of each obstruction penetration to the 14 CFR Part 77 surfaces, obstacle clearance surfaces defined in Tables 3-2 through 3-5 of AC 150/5300-13B, Airport Design, and the TERPS Approach and Departure Surfaces as defined in FAA Order 8260.3E utilizing the data gathered as part of the AGIS survey. A composite ground profile will be completed for each runway end as part of the inner approach sheet drawings. The RVZ line of sight information will be included on this sheet. An aerial photograph will be included as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.

Task 4.8 – Inner Portion of the Approach Surface Drawing – Runway 18 Exist., Fut., and Ult. Approach – The sheet will show a plan and profile view and an obstruction data table of

each obstruction penetration to the 14 CFR Part 77 surfaces, obstacle clearance surfaces defined in Tables 3-2 through 3-5 of AC 150/5300-13B, Airport Design, and the TERPS Approach and Departure Surfaces as defined in FAA Order 8260.3E utilizing the data gathered as part of the AGIS survey. A composite ground profile will be completed for each runway end as part of the inner approach sheet drawings. The RVZ line of sight information will be included on this sheet. An aerial photograph will be included as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.

Task 4.9 – Inner Portion of the Approach Surface Drawing – Runway 36 Exist., Fut., and Ult.

Approach – The sheet will show a plan and profile view and an obstruction data table of each obstruction penetration to the 14 CFR Part 77 surfaces, obstacle clearance surfaces defined in Tables 3-2 through 3-5 of AC 150/5300-13B, Airport Design, and the TERPS Approach and Departure Surfaces as defined in FAA Order 8260.3E utilizing the data gathered as part of the AGIS survey. A composite ground profile will be completed for each runway end as part of the inner approach sheet drawings. The RVZ line of sight information will be included on this sheet. An aerial photograph will be included as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.

Task 4.10 – Building Area Drawing - This sheet will show existing and future buildings, taxilanes, tie-downs, aprons, and other facilities located in the building area. Buildings will be identified by number, ownership, use, and top elevation in a table. Future building spacing will be updated to meet current standards. The critical aircraft for the apron and building area (or each individual taxilane, if needed) will also be evaluated and identified.

Task 4.11 – Land Use Drawing – The land use drawing will include existing on and off-airport land uses such as agriculture, industrial, residential, undeveloped, etc. Properties within the ultimate airport boundary and in surrounding areas will be identified. The boundaries of local government and public facilities will also be depicted on this sheet in addition to the crop restriction line.

Task 4.12 – Exhibit A Property Map – The Exhibit A Property Map developed in **Study Element 3** will be included as the final sheet(s) of the ALP.

Task 4 Deliverables:

Working Draft ALP set: Draft ALPs will be provided in pdf format to the airport sponsor and the FAA for one review meeting. Electronic copies of the draft ALP set will be provided to attendees two weeks prior to the final meeting. Paper copies will be available upon request. This copy is not intended for agency review but will be provided to stakeholders prior to submittal for agency review.

Final ALP set: One (1) hard copy and one (1) pdf copy of the final ALP will be submitted to the airport sponsor, the FAA, and the Iowa DOT.

McCLURE ENGINEERING COMPANY OWNER'S RESPONSIBILITIES



OWNER shall do the following in a timely manner so as not to delay the services of the **CONSULTANT**:

1. Designate in writing a person to act, as **OWNER'S** representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define **OWNER'S** policies and decisions with respect to **CONSULTANT'S** services for the Project.
2. Provide all criteria and full information as to **OWNER'S** requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish copies of all design and construction standards, which **OWNER** will require to be included in the drawings and specifications.
3. Assist **CONSULTANT** by placing at **CONSULTANT'S** disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for **CONSULTANT** to enter upon public and private property as required for **CONSULTANT** to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **CONSULTANT**, obtain advice of an attorney, insurance counselor and other consultants as **OWNER** deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of **CONSULTANT**.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to **CONSULTANT** whenever **OWNER** observes or otherwise becomes aware of any development that affects the scope or timing of **CONSULTANT'S** services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for services as agreed to in this Agreement.

EXHIBIT H

McCLURE ENGINEERING COMPANY
FEDERAL PROVISIONS
AIRPORT MASTER PLAN UPDATE



FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”,
“BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE
ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR”
OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER
CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO
THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING
CONTRACTS WITH THE A/E.

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PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 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, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it 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 this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 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.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) 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 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 may be directed by the Secretary of Labor 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, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

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, including watchmen and guards, 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 paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 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 paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an 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.
- (2) 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 of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of *responsiveness*:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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Exhibit I
AIRPORT PLANNING SERVICES
AIRPORT MASTER PLAN UPDATE
MARSHALLTOWN MUNICIPAL AIRPORT, MARSHALLTOWN, IOWA

1. Direct Salary Costs

Title	Hours	% Total	Hourly Rate*	Cost
Principal in Charge	35	3.2%	\$91.59	\$ 3,206
Project Manager / Senior Planner	284	25.8%	\$72.51	\$ 20,593
Project Planner	0	0.0%	\$51.69	\$ -
Senior Project Engineer	28	2.5%	\$65.64	\$ 1,838
Project Engineer	327	29.8%	\$51.69	\$ 16,903
Scientist	8	0.7%	\$64.76	\$ 519
Senior Registered Land Surveyor	100	9.1%	\$57.40	\$ 5,740
Survey Crew Chief	75	6.8%	\$34.77	\$ 2,608
PMA/ Accounting	0	0.0%	\$25.74	\$ -
Admin / Technician	242	22.0%	\$32.81	\$ 7,941

*Hourly, not Loaded Rate

Weighted Average Rate = \$ 54.00

Total Hours 1,099 Direct Salary Cost \$ 59,348

Percentage of Direct Salary Costs 201.41% In-Direct Salary Cost \$ 119,533

Effective Multiplier 3.47 Total Salary & OH Cost \$ 178,881

Percent of Salary Cost 15.00% Profit \$ 26,833

2. Total Labor, Overhead, and Fixed Payment

Total Labor Cost **\$ 205,714**

3. Direct Expenses

Mileage	3,866	miles	\$ 0.70	\$ 2,706
Working Papers & Meeting Materials	8	sets	\$ 20.00	\$ 160
Master Plan Reports - Hard copies & Shipping	4	reports	\$ 75.00	\$ 300
Airport Layout Plan Sets - Hard copies & Shipping	4	reports	\$ 75.00	\$ 300
Total Expenses				\$ 3,467

4. Subconsultant Costs

1.	Martinez Geospatial	role: AGIS	\$ 78,379.00
2.	SEH	role: Stakeholder, Forecasts, QA/QC	\$ 66,900.00

Total Subconsultant Costs \$ 145,279.00

Items 4, 5, plus 6 \$ 354,460.00

5. Total Costs (Part I)

ROUNDED **\$ 354,460**

**MASTER AGREEMENT BETWEEN
OWNER AND ENGINEER
FOR
CONSULTING ENGINEERING SERVICES**

THIS IS A MASTER AGREEMENT made as of the 13th day of January, **2025** between the City of Marshalltown, Iowa, (hereinafter referred to as “**OWNER**”), and McClure Engineering Co., d/b/a McClure, Clive, Iowa (hereinafter referred to as “**CONSULTANT**”), to provide “*On-Call*” General Aviation Planning Services for the City of Marshalltown, Iowa, at the request and approval of the **OWNER**, for a term of five (5) years, from the date and year first above written.

This Agreement is subject to the terms and conditions attached to this document and the following:

1. **OWNER** intends to engage **CONSULTANT** to be the “*Acting*” Airport **CONSULTANT** to represent their interest in maintaining and developing the Airport. **CONSULTANT** shall provide various services for the **CONSULTANT** that require general Aviation Planning / Administration duties and specific project management duties.
2. Both parties understand all of the *scope of services and duties* cannot be foreseen at this time. Both parties agree to negotiate in good faith for both the scope and fee as duties arise to help both parties receive fair value for the services provided.
3. **OWNER** and **CONSULTANT** in consideration of their mutual covenants herein agree in respect of the performance of professional services by the **CONSULTANT** and the payment for those services by **OWNER** as set forth below.
4. The **OWNER** shall provide information, which shall set forth the **OWNER’s** objectives, schedule, constraints, budget with reasonable contingencies, and other applicable criteria. (See Exhibit ‘D’ for **Owner’s Additional Responsibilities to McClure**).
5. The **CONSULTANT** shall review the **OWNER’s** program and prepare documents for the **OWNER’s** approval and provide the following services, including:

ITEM	INCLUDED	NOT INCLUDED
A. <u>Review Current Available Information</u>		
• Airport Layout Plan	☒	☐
• Airport Master Plan	☒	☐
• Capital Improvement Projects (CIP)	☒	☐
B. <u>Capital Improvement Planning/Budgeting</u>		
• Review Current Funding	☒	☐
• Develop Five-Year CIP	☒	☐
• Develop LRNA	☒	☐
• Prepare FAA/IDOT Funding Application(s)	☒	☐
C. <u>Project Planning and Scheduling</u>		
• Assist in Project Development	☒	☐
• Prepare Preliminary Alternate Design Approaches	☒	☐
• Prepare Preliminary Project Budget(s)	☒	☐
• Prepare Preliminary Project Schedule(s)	☒	☐
• Present Project to Public Works/City Administration/Council/County as requested	☒	☐
D. <u>Airport Representation</u>		
• Attend Airport related meetings as requested	☒	☐
• Attend City Council/County meetings as requested	☒	☐
• Provide other day-to-day On-Call Engineering Services	☒	☐

6. Payment to the **CONSULTANT** shall be made on a timely basis, within 30-days of invoice for work completed to date.
7. This Agreement represents the entire and integrated Agreement between the **OWNER** and **CONSULTANT** and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the **OWNER** and the **CONSULTANT**.
8. The services provided by the **CONSULTANT** shall include, but not be limited to the projects and services outlined in Exhibit C-1 and Exhibit C-2.

	Included	Not Included
Exhibit 'A' Master Services Agreement Terms and Conditions	☒	☐
Exhibit 'B' Hourly Rate Schedule	☐	☒
Exhibit 'C-1' Federal and State Eligible Projects	☒	☐
Exhibit 'C-2' Non-Federal and State Eligible Projects	☒	☐
Exhibit 'D' Owner's Additional Responsibilities to McClure	☒	☐
Exhibit 'E' Duties, Responsibilities and Limitations of Authority of the Resident Project Representative	☐	☒
Exhibit 'F' Federal Provisions	☒	☐

SPECIAL INSTRUCTIONS:

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date and year first above written.

OWNER: City of Marshalltown
Marshalltown, Iowa

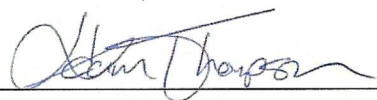
By: 

Name: Joe Greer

Title: Mayor

Date: 1/31/25

CONSULTANT: McClure
Clive, Iowa

By: 

Name: Adam Thompson

Title: Project Manager

Date: January 13 ,2025

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA

This Master Services Agreement (this “**MSA**”) is dated January 13th, 2025 (“**Effective Date**”), and is between McClure Engineering Co., d/b/a McClure, an Iowa corporation (“**McClure**”), with mailing address of 1360 NW 121st Street, Clive, IA 50325 and City of Marshalltown, Iowa, (“**Owner**”), a Iowa, with mailing address of 24 North Center Street, Marshalltown, IA 50158. Together, McClure and Owner are sometimes referred to in this MSA as the “**Parties**” and each a “**Party**”.

McClure is a design and consulting firm that is willing to provide to Owner services specifically described in one or more Task Orders per the terms and conditions outlined in this MSA.

Owner is willing to engage McClure to provide such services subject to the terms and conditions hereof.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Applicability.** The terms and conditions of this MSA are the only terms that govern the sale of professional consulting services described in one or more Task Orders (each, a “**Task Order**” or “**TO**”) which may include, among other items, preparation of written materials and other deliverables (the “**Deliverables**”), and/or delivery and performance of other items of value, whether tangible or intangible (the “**Services**”), by McClure, to the undersigned “**Owner**” named below on behalf of itself and any affiliate of such party identified in any Task Order governed by this MSA (any such signatory to a TO will also be included in the definition of “**Owner**”). In this MSA, McClure and Owner are sometimes each called a “**party**” and collectively, the “**parties**”. Further—
 - a. Any accompanying TO and this MSA (collectively, this “**Agreement**”) comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations and warranties, and communications, both written and oral, with respect to the subject matter hereof. This Agreement prevails over any of Owner’s general terms and conditions of purchase regardless of whether or when Owner has delivered to McClure its purchase order or such general terms and conditions.
 - b. This MSA shall be incorporated into each TO executed by McClure and Owner (including an affiliate of Owner). Each TO will generally include a description of the Services to be performed by McClure in accordance with this MSA, specific performance items, compensation provisions, a time schedule, Deliverables, and/or such other matters consistent with this MSA as McClure and Owner may agree. Owner agrees that a TO (captioned as a “**Task Order**” or other similarly named form) may be in substantially the form attached hereto as Exhibit A. For purposes of this MSA, “**affiliate**” means with respect to any such person, any other person that directly or indirectly, controls, is controlled by, or is under common control with, such person.
 - c. Owner shall purchase the Services from McClure at the price set forth in this Agreement and any applicable TO and Owner agrees to reimburse McClure for all reasonable travel and out of pocket costs and expenses incurred by McClure in connection with the performance of the Services. All such prices and reimbursable costs and expenses are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local government or governmental body or agency on any amounts payable by Owner. Owner shall be responsible for all such charges, costs, and taxes; provided, however, Owner shall not be responsible for any taxes imposed on, or with

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA

respect to, McClure's income, revenues, personnel, or real or personal property. Specific terms concerning a TO's reimbursable costs and expenses may be detailed in same.

2. **McClure is an Independent Contractor.** Any Services provided by McClure, under this Agreement are provided by McClure as an independent contractor, and nothing in this Agreement will create or imply any relationship between McClure and Owner as other than that of McClure as an independent contractor to Owner.
3. **Intellectual Property.**
 - a. **No Acquisition.** Neither party acquires any rights to the other Party's goodwill, trademarks, service marks or other intellectual property. Each Party's data, lists, trade secrets and customer lists shall continue to be retained by such Party and nothing in this MSA, or any TO entered into pursuant to this Agreement, may affect the ownership rights of such Party in same.
 - b. **Deliverables/Instruments of Service.** All Deliverables (including, without limitation, any surveys, designs, drawings, plans, specifications, electronic files, held data, notes, calculations, and other documents and instruments and/or other written, digital, and/or published materials prepared by McClure or otherwise delivered or created hereunder) are instruments of service, and McClure shall retain all ownership and property interest therein (including all common law, statutory, and other reserved rights, including, without limitation, all copyrights and the right of reuse at the discretion of McClure) whether or not the Services or underlying design or other project contemplated by the TO (as to each, the "Project") is completed. Owner may make and retain copies of the Deliverables for information and reference in connection with the Project. Owner covenants to not use the Deliverables for any purpose other than for the construction of the specific underlying Project. Any other use, reuse, or modification of the Deliverables without McClure's prior written consent is expressly prohibited. McClure grants Owner a perpetual, non-exclusive, royalty-free, limited license to use the Deliverables on such Project, extensions of the Project, and for related uses of Owner, subject to receipt by McClure of full payment due and owing McClure for the Services, and subject to the following limitations: (1) Owner acknowledges that such Deliverables are not intended or represented to be suitable for use on the Project unless completed and signed by McClure, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without express, prior written verification by McClure; (2) any such use or reuse, or any modification of the documents, without express written completion, verification and/or authorization by McClure, as appropriate for the specific purpose intended (the "Proper Authorization"), is prohibited and will be at Owner's sole risk and without liability or legal exposure to McClure or to its officers, directors, members, partners, agents, employees, consultants, representatives, parents, subsidiaries, agents, or its affiliates (collectively, "McClure Parties"); (3) Owner shall indemnify, defend, and hold harmless McClure and any other McClure Parties from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of the documents without Proper Authorization; and (4) any such Proper Authorization shall not extend to any other person other than the Owner expressly identified in the Proper Authorization. Owner shall compensate McClure at its then applicable rates for any review by McClure of any request for Proper Authorization.

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA

4. Representations.

- a. **Standard of Care.** McClure represents the Services will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. Owner must report any material deficiencies in the Services to McClure in writing within thirty (30) days of Owner's discovery of the deficiency. Owner's exclusive remedy for any such material deficiency will be the reperformance of the Services by McClure within a commercially reasonable time, or a service credit as may be allowed in the applicable TO. The representation under this paragraph is exclusive and is in lieu of all other representations, whether express or implied, including any representations of merchantability or fitness for a particular purpose and any oral or written representations. McClure expressly disclaims any other representations or warranties. Owner acknowledges and agrees that McClure is not being hired for anything beyond those Services specified in a TO and, as such, without limitation, it is Owner's responsibility to engage others, including other professionals, to perform services specified outside the scope of Services. Without limitation, McClure does not practice law, accounting, or financing, or insurance; it shall be Owner's responsibility to furnish all legal, accounting, financing, and insurance counseling services as may be necessary to protect itself and its affiliates with respect to any Project or otherwise. Furthermore, there may be instances where McClure provides Services in furtherance of or concerning the Owner's Project financing, but Owner recognizes, acknowledges, and agrees that McClure shall in no way guarantee or assume liability for the award of any Project financing.
- b. **Owner Representations and Covenants.** Owner represents and covenants it is the owner of, or holds a valid license to, all materials delivered to McClure ("**Owner Materials**") in connection with McClure providing the Services and has the legal right to license all Owner Materials to McClure for purposes of performing the Services and otherwise in performance of this Agreement. Owner further represents and covenants that: (1) it will fully cooperate with McClure in the performance of the Services and provide such Owner Materials or information as McClure may request to carry out the Services in a timely manner; and ensure that such Owner Materials are complete and accurate (notwithstanding any contrary disclaimer as to completeness or accuracy set forth in a separate writing by Owner) and that McClure shall be entitled to rely upon the Owner Materials; (2) the Owner Materials do not violate or infringe upon any third party's intellectual property; and (3) McClure shall at all times have access to the Project site. A TO may contain additional warranties by Owner.

5. Construction Staking. With respect to any survey or similar Services to be delivered pursuant to a TO Owner acknowledges and agrees:

- a. Given the nature and the value of the construction that may rely on the data points provided by McClure, it is expected and Owner acknowledges that it shall cause that the contractor(s) or subcontractor(s) provide a review of McClure's survey data points for accuracy once they are established and before construction commences. If an erroneous data point is discovered, McClure shall be notified immediately and be given an opportunity to review the data and field markings and to make corrections if needed.

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA

- b. McClure shall not be responsible for any construction errors as a result of a contractor's or subcontractor's failure to review the field data points prior to construction and/or failure to give McClure an opportunity to make adjustments/corrections as needed.
 - c. Unless otherwise expressly specified in a TO, the Owner has not retained McClure to make detailed inspections or to provide exhaustive or continuous surveying to confirm that construction is consistent with project plans, specifications, or in the location(s) as depicted on the plans.
6. **Opinions of Probable Costs.** McClure's opinions (if any) of probable construction costs for a Project will be made on the basis of its experience, qualifications, and general familiarity with the construction industry. McClure, however, has no control over the cost of labor, materials, equipment, or services furnished by others, or over any contractor's methods of determining prices, competitive bidding or market conditions, and therefore Owner acknowledges and agrees that McClure cannot and does not guarantee the accuracy of any of McClure's or any of the McClure Parties' opinions of probable construction costs (relative to proposals, bids, or actual construction cost). If Owner requires any assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.
7. **Contractor Submittals.** If, as part of any TO, McClure reviews/approves contractor submittals or plans, such as shop drawings, product data, samples and other data, such reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept as reflected in the final documents prepared by McClure (the "**Design Documents**"). Such review/approval shall not concern the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Project's contractor and Owner. McClure shall not be responsible for any deviations from the Design Documents (relative to the contractor submittals/submittals). McClure shall not be required to review partial submissions or those for which submissions of correlated items have not been received.
8. **Construction Observation.** If, as part of a TO, McClure is providing construction observation services for a Project, McClure shall visit the Project at appropriate intervals during construction to become generally familiar with the progress and quality of the contractor's or any subconsultant's work and to determine if the work is proceeding in general accordance with the Design Documents. Neither McClure nor any other of the McClure Parties is a contractor and they therefore shall not at any time supervise, direct, control, or have authority over any of the contractor's and/or subconsultant's work or the safety of the worksite. Further—
- a. McClure shall not have authority over or be responsible for the means, methods, techniques, sequences, schedule, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for the security or safety at the site, nor for any failure of a contractor to comply with laws and regulations applicable to that contractor's furnishing and performing of its work.
 - b. McClure shall not be responsible for the acts or omissions of any contractor.
 - c. McClure neither guarantees the performance of any contractor nor assumes responsibility for any contractor's failure to furnish and perform the work in accordance with the construction contract documents.
 - d. McClure shall not be responsible for any decision made regarding the construction contract documents, or any application, interpretation, clarification, or modification of the

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construction contract documents, other than those made by McClure.

- e. Owner has not retained McClure to make detailed inspections or to provide exhaustive or continuous project review and observation services.
9. **Design Without Construction Phase Services.** If McClure is not retained for construction observation and/or on-site resident observation services under a TO for a particular Project, McClure shall have no design, shop drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of construction contract documents, review and response to contractor claims, construction contract administration, processing of change orders and submittals, revisions to the construction contract documents during construction, construction observation and review, review of contractor's payment applications, and all other necessary construction phase administrative, engineering, surveying and professional services. Owner waives all claims against McClure that may be connected in any way to construction phase administrative, engineering, surveying or professional services.
10. **Underground Utilities.** Information for location of underground utilities may come from the Owner, third parties, and/or research performed by the Owner or its contractors/subcontractors. The information the Owner must rely on from various utilities and other records may be inaccurate or incomplete. Owner agrees to indemnify, defend, and hold harmless McClure for all claims, losses, costs and damages arising out of the location of underground utilities with respect to any Project.
11. **Subsurface Conditions.** Owner is advised to commission a third party to conduct soil and/or subsurface testing and analysis to provide information to the Owner and contractor(s) as to the subsurface conditions that may generally be encountered during subsurface construction. McClure cannot and does not warrant or guarantee that the testing or other information provided in any case is reflective of all subsurface conditions that may be encountered, or the extent to which subsurface conditions such as soil properties, groundwater, rock, and other variations thereof, may vary from location to location throughout subsurface construction. Any unexpected change or unforeseen subsurface conditions (including those that may be caused by weather conditions) will be addressed when encountered and may result in a change in construction price, schedule, and the TO, and McClure shall be held harmless from issues arising out of any unseen and/or actual subsurface conditions.
12. **Hazardous Materials—Indemnification.** McClure does not provide environmental site assessments for purposes of determining the presence of any toxic, hazardous or other environmentally damaging substances. Owner is aware of the potential liability if toxic, hazardous or environmentally damaging substances are found on, in or under real property. McClure makes no representations regarding an environmental site assessment and relies upon Owner to have fully investigated the need and/or scope of such assessment and assumes no responsibility for the determination of whether to make an environmental site assessment on the subject property.
13. **Permits and Approvals.** As part of a TO, McClure may assist the Owner in applying for those permits and approvals required by law for projects similar to the Project for which McClure's services are being engaged under the TO. If so, specified as part of the TO, such assistance may consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction with respect to the Project. Any assistance beyond the foregoing (including, without limitation, special studies, special research, attendance at meetings with public authorities, special testing or special documentation not usually and customarily required for the Project type) shall only be provided if so expressly identified in the TO and such assistance shall be limited to that TO.

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14. Code Compliance. If as party of the TO McClure agrees to conduct code compliance, McClure shall exercise usual and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date the TO is executed. Any design or other changes made necessary by newly enacted laws, codes and regulations after the TO execution date entitle McClure to a reasonable adjustment in the schedule and additional compensation.

15. General.

- a. **Additional Services.** If either party wishes to change the scope or performance of the Services set forth in a particular TO, it shall submit details of the requested change to the other party in writing. McClure shall, within a reasonable time after such request, and based on the information known to McClure at the time, provide a written estimate to Owner of: (1) the time required to implement the change; (2) any necessary variations to the fees and other charges for the Services arising from the change; (3) the effect of the change on the Services; and (4) any other impact the change might have on the performance of this Agreement. Promptly after delivery of the written estimate to Owner, the parties shall negotiate and agree in writing on the terms of such change in the scope of performance of the Services and fees and related expense due McClure (a “**Change Order**”). Neither party shall be bound by any Change Order unless mutually agreed upon in writing. In addition, any Deliverables or other Services not specifically set forth in a TO (or its corresponding Change Order), requested by Owner from time to time, or that may be required during construction or otherwise which were not contemplated when the original scope of work was agreed to when the TO was signed (which McClure, in its discretion, agrees to provide) shall be billed by McClure to Owner, and paid by Owner, on a time and materials basis, based on those prices and rates then in effect at the time the Services are provided. In such case, Owner recognizes that Project schedules may need to be adjusted accordingly, at Owner’s cost and expense and that McClure may be required to prepare or install additional field data points, drawings, specifications and other documents required to address the changes in the scope of works as necessary to satisfactorily complete the Project.
- b. **Indemnification.** The Owner and McClure mutually agree, to the fullest extent permitted by law, to indemnify and hold harmless each other from any and all liabilities, losses, damages, costs or expenses, including, but not limited to, attorneys’ fees and legal costs and expenses, which arise from: (1) a breach of representation, warranty, covenant or other breach of this Agreement by the non-breaching Party; (2) their own or any one or more of their officer’s, director’s, member’s, partner’s, agent’s, employee’s, consultant’s, representative’s, parent’s, subsidiary’s, agents, or its other affiliate’s negligence, gross negligence, willful misconduct, or violation of applicable law; and/or (3) the use of the Owner Material to the extent that each party is responsible for such damages, liabilities, and costs on a comparative basis of fault.
- c. **Limitation of Liability.** McClure will not be liable with respect to the corresponding TO for punitive, special, indirect, incidental or consequential damages incurred or suffered by Owner or arising from any of the McClure Parties’ performance under this Agreement (including any TO) even if such Party was advised of or could have foreseen the possibility of such damages. In no event will McClure’s aggregate liability arising out of or related to a TO governed by or otherwise arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), indemnity or otherwise, exceed: (1) ; or (2) the total of the fees paid to McClure by Owner under the applicable TO, if any, within the past six (6) months, whichever is greater.

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- d. **Betterment.** If during construction of a Project or otherwise in connection with the delivery of Services it is discovered that one or more components or data points are required or desired that were not in McClure's original Deliverables, Services or TO, McClure shall not be responsible for paying the cost required to add such components or data points. In no event shall McClure be responsible for any cost or expense that provides betterment or that upgrades or enhances the value of the Project or Owner (beyond what is expressly contemplated under the subject TO).
- e. **Mediation of Disputes; Process if Mediation Not Successful.** In the event a dispute arising out of or relating to this Agreement is not resolved by informal negotiations within thirty (30) days (or any mutually agreed extension of time) after either Party requests such negotiations, then the matter in controversy, at the written request a Party, delivered to the other, will be subject to non-binding mediation in Des Moines, Iowa. The Parties will mutually determine the mediator by selecting from the list of mediators obtained from the American Arbitration Association (AAA). If the Parties are not able to agree on the mediator, the AAA will select the mediator. Each Party will bear its own costs and expenses with respect to the mediation, including one-half of the fees and expenses of the mediator. This paragraph will not be read to constitute an agreement to agree, nor does it impose an obligation to negotiate in good faith upon either Party. In the event that the Parties do not resolve any dispute through mediation, Owner irrevocably submits to the jurisdiction of the state or federal courts sitting in Des Moines, Iowa in any action or proceeding arising out of or relating to this Agreement, and submits to the personal jurisdiction of such courts, and agrees that all claims in respect of such action or proceeding may be heard and determined in such courts. Owner irrevocably waives any objection, which it may now, or in the future, have to the bringing of any such action or proceedings in such courts. Notwithstanding the foregoing, this Section shall not delay McClure's ability to immediately pursue formal collection of fees, expenses, and other amounts due and owing hereunder.
- f. **Governing Law.** This Agreement is made in the State of Iowa and will be governed in accordance with the laws of the State of Iowa without reference to conflict of law principles.
- g. **Waiver of Jury Trial.** Each of the Parties hereto irrevocably waives all right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement.
- h. **Assignment.** Neither Party may assign this Agreement in whole or in part, without the prior written consent of the other Party. This Agreement will inure to the benefit of, and be binding upon, the Parties to this Agreement, together with their representatives, successors and assigns. Notwithstanding the foregoing, McClure may subcontract any portion of the Services under this Agreement (including any TO) without the prior written consent of the Owner. Furthermore, McClure may assign its rights hereunder to a successor in interest, including any person who acquires all or substantially all of its assets or otherwise acquires its business as a going concern, upon written notice to Owner. No assignment or delegation (including any subcontracting of Services) relieves the Owner or McClure of any obligations under this Agreement.
- i. **Severability.** If any term of this Agreement is found to be unenforceable or contrary to law, it will be modified to the least extent necessary to make it enforceable, and the remaining portions of this Agreement will remain in full force and effect.

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- j. **Term of this Agreement.** This Agreement begins on the Effective Date and shall be for five (5)-year period (“**Initial Term**”). This Agreement (and its terms and conditions) shall automatically extend for additional one (1)-year periods (each, a “**Renewal Term**”) unless either party notifies the other party in writing of such party’s intent not to renew the Agreement at least thirty days prior to the expiration of the then current term. The period beginning on the Effective Date through expiration or earlier termination of the Initial Term and each Renewal Term, if any, is referred to as the “**Term**.”
- k. **Payment Terms.** Owner agrees to pay each invoice for Services and/or costs incurred thirty (30) days from the date of the invoice. McClure reserves the right to cease work and to stop providing Services if any amounts are not paid when due. Any late payment will be subject to any costs of collection (including reasonable attorneys’ fees) and will bear interest at the rate of one and a half percent (1.5%) per month or any fraction of a month until all outstanding amounts are paid. In addition to all other remedies available under this Agreement or at law (which McClure does not waive by the exercise of any rights hereunder), McClure shall be entitled to terminate the applicable TO, terminate this Agreement in its entirety and/or suspend the delivery of any Deliverables or performance of any Services if Owner fails to pay any amounts when due hereunder and such failure continues for seven days following written notice thereof. Written notice shall be provided consistent with Section 15(q) of this MSA. Any subsequent failure to timely pay any amounts when due hereunder within a successive 12-month period following the delinquency shall entitle McClure to immediately terminate the applicable TO or this Agreement or suspend any further delivery of Deliverables or performance of any Services hereunder. Owner shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with McClure, whether relating to McClure’s breach, bankruptcy or otherwise.
- l. **Termination of This Agreement.**
- i. **For Convenience.** This MSA may be terminated at any time, and without cause, by either Party by providing the other Party with written notice at least thirty (30) calendar days prior to the intended termination date.
- ii. **For Breach.** Either Party may terminate this MSA if the other Party has materially breached the requirements of this Agreement and the breach is not cured within ten (10) business days after receipt of written notice of the breach from the Party alleging the breach. The notice must set out the specific breach and the steps required to cure the breach. The non-breaching Party may, at its option, terminate this Agreement by written notice of termination to the breaching Party after the expiration of the ten (10)-day period specifying the date of termination (which shall be immediate) if the breaching Party has not timely cured.
- iii. **Payment of Fees Upon Termination.** All fees, expenses and other sums due McClure shall be paid in full by Owner within thirty (30) days of the termination date specified in any notice of termination. McClure may withhold any Deliverables or other Services due to Owner until such time as all fees, expenses and other sums due McClure have been paid by Owner.
- iv. **Material Modification, Termination of a TO.** Any material modification to the obligations of McClure under a TO will require a written amendment executed by an authorized representative of each Party. Except in the event of nonpayment of

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invoices, which is governed by Section 15(k) of this MSA, no TO or termination thereof shall terminate this MSA. In the event this MSA is duly terminated, any TO created pursuant to this MSA shall terminate. In no event will a TO created pursuant to this MSA exist past the Term.

- m. **Survival of Certain Portions of this Agreement.** In the event of a termination, the Parties will carry out all provisions of this Agreement which require continued performance or survive termination, including, but not limited to, indemnification, fulfilling warranty or confidentiality obligations, and obligations to complete, and to pay for, work performed through and until the date of termination. Termination also will not affect any liability or obligation arising prior to termination, including, but not limited to, any loss or damage caused by a breach of this Agreement.
- n. **Compliance with Laws.** Each Party covenants to comply with all applicable local, state, and federal laws, regulations and orders in the performance of its obligations under this Agreement.
- o. **Modification and Waiver.** No modification of this Agreement is effective unless signed by McClure and Owner, and no waiver of any breach of this Agreement will be effective unless in writing and signed by an authorized representative of the non-breaching Party. No waiver of any breach of this Agreement and no course of dealing between the Parties will be construed as a waiver of any subsequent breach of this Agreement.
- p. **Force Majeure.** McClure shall not be liable or responsible to Owner, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of McClure, including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic, lockouts, strikes or other labor disputes (whether or not relating to either Party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.
- q. **Notices.** All notices will be in writing and deemed given when personally delivered or one (1) business day after being sent to the recipient Party by an overnight courier, or three (3) business days after being sent postage prepaid by certified or registered mail, return receipt requested. All notices should be sent to the recipient Party's designated mailing address set forth above (or such alternative mailing address designated in writing under any TO or otherwise designated in a notice duly delivered to the recipient Party).
- r. **Counterparts.** This MSA (together with any corresponding TO) may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. A signature transmitted by facsimile or other electronic means shall be binding and enforceable for all purposes.
- s. **Authority.** Owner represents and warrants that the person or persons signing this MSA on behalf of Owner has authority to bind Owner and all actions have been taken to authorize such person or persons executing this Agreement to do so.

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- t. **Complete Agreement.** This Agreement (inclusive of with any TO governed hereunder) is the exclusive and entire agreement negotiated between the Parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, negotiations, representations and proposals, written or oral, relating to its subject matter. Neither Party will be bound or liable to the other Party for any representation, promise or inducement made by any agent or person in the other's employ that is not embodied in this Agreement. The provisions of this MSA will control over any conflicting provisions in a TO, except to the extent that a provision of this MSA specifically states that a TO may provide different terms. A TO may contain additional terms, provided that such additional terms do not conflict with the provisions of this Agreement.
- u. **Agreement Negotiated.** Each Party has had opportunity to participate in negotiating and drafting this Agreement, so if an ambiguity or a question of intent or interpretation arises, this Agreement is to be construed as if the Parties had drafted it jointly, as opposed to being construed against a Party because it was responsible for drafting one or more of provisions of this Agreement.
- v. **Lien Rights.** McClure expressly reserves all rights to pursue mechanic's or design professional lien rights and nothing herein or hereafter executed shall modify, reduce or obviate same or delay enforcement of same unless McClure expressly and specifically duly waives any such rights in writing.
- w. **Promotional Use.** Notwithstanding anything herein to the contrary, the Parties agree that McClure may use Owner's name, logo, examples of materials delivered or proposed and web screen shots in McClure's promotional materials. Owner shall provide professional credit for McClure in Owner's promotional materials for any Project.
- x. **Third-Party Beneficiaries.** Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against McClure or any other of the McClure Parties. McClure's services under this Agreement are being performed solely for the Owner's benefit, and no other party or entity shall have any claim against McClure or any other of the McClure Parties because of this Agreement or the performance or nonperformance of services hereunder.
- y. **Exhibits.** The exhibit(s) attached hereto are incorporated by reference herein.

EXHIBIT "A" – SAMPLE TASK ORDER

Project No. 2024002639-001
 Project Name: On-Call General Engineering Services
 Project Manager: Jay Pudenz

TASK ORDER NO. 1 AGREEMENT FOR ENGINEERING SERVICES MARSHALLTOWN MUNICIPAL AIRPORT MARSHALLTOWN, IOWA

This **TASK ORDER NO. 1**, made on the _____ day of _____, 2025, under the terms and conditions established in the **MASTER AGREEMENT**, dated the _____ day of _____, 2025, by and between **McClure Engineering Co., d/b/a McClure of Clive, Iowa** (herein referred to as "**Consultant**") and the **City of Marshalltown, Iowa** (hereinafter referred to as "**Owner**"). Services shall be performed per the fees, terms and conditions outlined in this Task Order. The **Consultant** shall provide engineering design and bidding services at the request of the **Owner** which consists of the items listed below, located at the **Marshalltown Municipal Airport (KMIW)**.

PROJECT DESCRIPTION:

DESIGN AND BIDDING SERVICES PROJECT NAME FAA AND/OR STATE AND/OR LOCAL PROJECT # MARSHALLTOWN MUNICIPAL AIRPORT MARSHALLTOWN, IOWA

- The **Owner** shall provide information, which shall set forth the **Owner's** objectives, schedule, constraints, budget with reasonable contingencies and other applicable criteria. (See Exhibit 'E' for **Owner's** responsibilities).
- The **Consultant** shall prepare, for approval by the **Owner**, Plans and Specifications, Construction Documents and provide the following services, including:

Item	Included	Not Included
100. Preliminary Planning and Reports 1. Preliminary Planning and Reports 2. Project Concepts 3. Capital Improvement Plan 4. Evaluation of Alternatives for Improvement 5. Master Planning Design/Concepts	☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐
200. Existing Conditions 1. Data Gathering/Inventory 2. Existing Condition Drawings 3. Storm Sewer Televising 4. Geographical Information Systems 5. Environmental Assessment 6. Airspace Obstruction Survey	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐
300. Airport Improvement Program (AIP) Grant Administration 1. Prepare AIP Grant Application 2. Prepare AIP Sponsor Certifications 3. Prepare AIP Invoice Summary & assist Owner with monthly reimbursement requests 4. Prepare AIP Sponsor Quarterly Performance Reports 5. Prepare AIP Financial Reports (SF-271 and SF-425 forms) 6. Update 3-year DBE Program for FY 20XX-20XX	☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐
400. Preliminary Design 1. Conduct Project Kickoff Meeting via teleconference. Prepare agenda and distribute minutes. 2. Confirm Scope, Extent and Character of the Project: • Final Design Criteria • Field Surveys to Determine Conditions Meetings/Data Gathering/Site Visits (to determine condition of runway and taxiway lighting, signage, electrical vault, NAVAIDs) • Pre-trip preparation • Post trip processing • Develop Construction Item List • Review Project Questions and Issues • Building Layouts • Operation and Maintenance Concepts • Utility Requirements • Project Limits Exhibit 3. Prepare Preliminary "Opinion of Probable Costs".	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐	☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐ ☐
435. Soil Boring Coordination 1. Prepare Geotechnical Scope of Work and submit to Geotechnical Firm 2. Review Geotechnical Scope/Fee Proposal and coordinate contract approval with Owner 3. Coordinate field exploration with Owner 4. Review Geotechnical Report and provide comments	☐ ☐ ☐ ☐	☐ ☐ ☐ ☐

EXHIBIT "A" – SAMPLE TASK ORDER

	Item	Included	Not Included
500.	<u>Final Design</u>		
	<u>A. 30% Design Phase</u>		
	1. Perform 30% Airfield Electrical Design		
	• Prepare Preliminary Runway Lighting Layout	☐	☐
	• Prepare Preliminary Taxiway Lighting Layout	☐	☐
	• Prepare Preliminary Guidance Sign Layout	☐	☐
	• Provide assessment of existing conditions of NAVAIDS (REILs, PAPIs, L-854 Interface Panel, L-854 Radio Receiver)	☐	☐
	• Provide assessment of existing vault building and heater installation recommendations	☐	☐
	2. Prepare 30% "Opinion of Probable Construction Cost" and Project Budget.	☐	☐
	3. Perform 30% QA/QC by Senior Airport Engineer.	☐	☐
	4. Furnish 30% Documents in accordance with Table 3 in Exhibit 'G'.	☐	☐
	5. Conduct 30% Review Meeting via teleconference. Prepare agenda and distribute minutes.	☐	☐
	6. Prepare Preliminary CSPP Concept/Document	☐	☐
	<u>B. 90% Design Phase</u>		
	1. Formally Address FAA and Owner 30% Comments	☐	☐
	2. Perform 90% Airfield Electrical Design	☐	☐
	▪ Perform Runway Circuit Load Calculations	☐	☐
	3. Determine wiring and circuit plans	☐	☐
	4. Prepare 90% PAPI Design	☐	☐
	• Finalize location/aperture height for Runway 4-box PAPI system	☐	☐
	• Develop Obstruction Clearance Surface (OCS) Exhibit illustrating no obstructions with approach glide path	☐	☐
	• Determine Power Supply and Circuitry Requirements	☐	☐
	5. Prepare 90% REIL Design	☐	☐
	• Finalize Perform REIL Siting Calculations	☐	☐
	• Determine REIL Power Supply and circuitry requirements	☐	☐
	• Coordinate REIL and PAPI Flight check with FAA	☐	☐
	6. Prepare 90% Project Drawings in accordance with Table 1 in Exhibit 'G'	☐	☐
	7. Prepare 90% Specifications in accordance with Table 2 in Exhibit 'G'	☐	☐
	8. Prepare 90% Engineer's Report	☐	☐
	9. Prepare 90% "Opinion of Probable Costs" and Project Budget.	☐	☐
	10. Perform 90% QA/QC by Senior Airport Engineer	☐	☐
	11. Furnish 90% Documents in accordance with Table 3 in Exhibit 'G'.	☐	☐
	12. Conduct 90% Review Meeting via teleconference. Prepare agenda and distribute minutes	☐	☐
	13. Prepare Draft and Final CSPP Document	☐	☐
	▪ Submit Draft CSPP	☐	☐
	▪ Address FAA Draft CSPP comments	☐	☐
	7. Submit Final CSPP	☐	☐
	<u>C. Issued for Bid (IFB) Package (100% Phase)</u>		
	1. Formally address FAA and Owner 90% Comments	☐	☐
	2. Prepare IFB (100%) Drawings, Specifications, and Bid Documents	☐	☐
	3. Furnish IFB (100%) Documents in accordance with Table 3 in Exhibit 'G'	☐	☐
504.	<u>Construction Permits</u>		
	1. Erosion Control Plan/Permit	☐	☐
	▪ Apply for NPDES Permit from DNR (Owner will be operator listed on permit). Consultant will not be liable for fines arising from noncompliance with SWPPP. The Owner shall be the Permit holder and shall pay for all costs associated with permit		
	▪ Prepare Storm Water Pollution Prevention Plan (SWPPP)	☐	☐
	2. Iowa DOT Right-of-Way Permit	☐	☐
	3. City Permits	☐	☐
	4. County Permits	☐	☐
	5. Other Permits, including Army Corps of Engineers Section 404 Permit	☐	☐
	6. File and submit FAA OE/AAA Case Study along with runway offset exhibits	☐	☐
	7. FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) Form	☐	☐
600.	<u>Construction Administration</u>		
	1. Prepare and Distribute Issued for Construction Plans and Specifications.	☐	☐
	2. Provide general administration of construction contract as Owner's representative.	☐	☐
	3. Prepare Construction Observation Program per FAA guidelines	☐	☐
	4. Conduct Preconstruction Conference. Prepare agenda and distribute minutes.	☐	☐
	5. Visit site of construction at appropriate stages of construction to observe the Contractor's work.	☐	☐
	6. Issue interpretations and clarifications of contract documents.	☐	☐
	7. Review Shop Drawings.	☐	☐
	8. Act as initial interpreter of the requirements of the Contract Documents.	☐	☐
	9. Review and process the Contractor's application for payment.	☐	☐
	10. Review certified payrolls for prevailing wage rates.	☐	☐
	11. Attend Construction Progress Meetings.	☐	☐
	12. Conduct Final Inspection. Prepare agenda and distribute minutes.	☐	☐

EXHIBIT "A" – SAMPLE TASK ORDER

[illegible]

EXHIBIT "A" – SAMPLE TASK ORDER

3. Payment to the **Consultant** shall be made on the following basis:

Section 3.1: Basis of Compensation

☐	100.	Preliminary Planning and Reports	Lump Sum	\$
☐	200.	Existing Conditions	Lump Sum	\$
☐	300.	Airport Improvement Program (AIP) Grant Administration	Lump Sum	\$
☐	400.	Preliminary Design	Lump Sum	\$
☐	435.	Soil Boring Coordination	Lump Sum	\$
☐	500.	Final Design	Lump Sum	\$
		A. 30% Design	Lump Sum	\$
		B. 90% Design Phase	Lump Sum	\$
		C. Issued for Bid (100%) Phase	Lump Sum	\$
☐	504.	Construction Permits	Lump Sum	\$
☐	600.	Construction Administration	Lump Sum	\$
☐	602.	Advertise, Bidding, Contract Award	Lump Sum	\$
☐	603.	Quality Assurance Testing Coordination	Lump Sum	\$
☐	650.	Resident Project Representative	Cost + Fixed Fee (NTE)	\$
☐	700.	Topographic Survey	Lump Sum	\$
☐	760.	Construction Staking	Lump Sum	\$
☐	800.	Project Closeout	Lump Sum	\$
☐	850.	Project Management and Coordination	Lump Sum	\$
☐	960.	Subconsultants (Electrical Engineering)	Lump Sum	\$

SUBTOTAL \$ _____

3.1.1 For performing the Services identified within the Scope of Services, the **Owner** shall pay the **Consultant** a lump sum amount in accordance with Section 3.1.

3.1.2 The lump sum includes compensation for the Services, Subconsultant costs, if any, and appropriate factors for labor, overhead, profit, and Reimbursable Expenses.

3.1.3 Although the **Consultant** recognizes and accepts the ordinary risks and/or benefits of a lump sum fee structure, the parties agree to negotiate an adjustment of the lump sum amount if there has been, or is to be, a material change in the: (a) scope, complexity or character of the Services or the Project; (b) conditions under which the Services are required to be performed; or (c) duration of the Services, if a change in the Schedule warrants such adjustment in accordance with the terms of this Agreement.

Section 3.2: Additional Services

3.2.1. Any services rendered by the **Consultant** beyond those described in the Scope of Services shall be compensated on a lump sum basis as set forth in Section 3.1.

3.2.2. The **Consultant's** estimate of the amount that will become payable for Additional Services is only an estimate. If it becomes apparent that this estimated compensation amount will be exceeded, the **Consultant** and **Owner** shall mutually negotiate in writing to additional compensation exceeding said estimated amount.

Section 3.3: Other Payment Provisions

3.3.1 Progress Payments: Payment to the **Consultant** shall be made on a monthly basis, within 30 days of invoice for work completed to date. Amounts unpaid 30 days after invoice date shall bear interest from the date payment is due at a rate of 1.5% per month compounded and shall include costs for attorney fees and other collection fees related to collecting fees for service. The amounts due for Additional Services will also be invoiced monthly.

3.3.2 Reimbursable Expense Definition: Reimbursable expenses include, but are not limited to, transportation, subsistence, reproduction of reports, drawings, specifications, and other Project documents, courier services, materials, supplies, equipment rental and other costs specific to the Project.

EXHIBIT "A" – SAMPLE TASK ORDER

4. The **Consultant** shall perform the Services and deliver the related Documents (if any) as follows:
- The Project Kickoff Meeting shall be conducted within thirty (30) calendar days of receipt of Notice to Proceed or executed Agreement from the **Owner** whichever date comes later.
 - Within one hundred and twenty (120) calendar days from Notice to Proceed or executed Agreement from **Owner**, the **Consultant** shall submit 90% level plans sheets, specifications, and design report narrative whichever date comes later.
 - Issued for Bid plans and specifications shall be submitted to the **Owner** within thirty (30) calendar days of conducting the final review meeting and receipt of final review comments from the **Owner** and FAA.
 - Sponsor Certifications for Consultant Selection, Project Plans and Specifications, and Construction/Equipment Contracts shall be submitted to the **Owner** to be included as part of the AIP grant application to FAA.
 - The bid opening shall be conducted within thirty (30) calendar days of **Owner** and FAA authorization to bid.
 - Bid tabulation shall be submitted to the **Owner** within three (3) business days of the bid opening.
5. This Agreement represents the entire and integrated Agreement between the **OWNER** and the **CONSULTANT**.

	Included	Not Included
Exhibit 'A' Consultant Terms and Conditions Standard Agreement	☐	☐
Exhibit 'B' Hourly Rate Schedule	☐	☐
Exhibit 'C' Detailed Scope of Work	☐	☐
Exhibit 'D' Subconsultant(s) Contract	☐	☐
Exhibit 'E' Owner's Responsibilities to Consultant	☐	☐
Exhibit 'F' Duties and Responsibilities of Resident Project Representative (RPR)	☐	☐
Exhibit 'G' Drawing Depicting the Project / ACIP Data Sheet / Estimated Plan Sheets / Schedule	☐	☐
Exhibit 'H' Construction Item List Cost Estimate	☐	☐
Exhibit 'I' Regulatory Requirements	☐	☐

SPECIAL INSTRUCTIONS:

OWNER: City of Marshalltown
Marshalltown, Iowa

CONSULTANT: McClure
Clive, Iowa

By: _____

By: _____

Name: _____

Name: Jay Pudenz

Title: _____

Title: Project Manager

Date: _____

Date: _____

EXHIBIT 'C-1'

FEDERAL AND STATE ELIGIBLE PROJECTS

The following is a list of projects and services that subject to Federal and State funding, may be included under this Agreement. The services provided by the **CONSULTANT** shall not be limited to the projects and services outlined below.

1. Airport master planning
2. Airport strategic planning
3. Airport layout planning

Additional on-call engineering planning services will be provided as needed over the next five (5) years.

EXHIBIT 'C-2'

NON-FEDERAL AND NON-STATE ELIGIBLE PROJECTS

The following is a list of projects and services that, subject to funding, may be included under this Agreement. The services provided by the **CONSULTANT** shall not be limited to the projects and services outlined below.

1. Land use planning
2. Zoning review
3. General airport planning

Master Services Agreement
TERMS AND CONDITIONS CITY OF MARSHALLTOWN, IOWA

Exhibit D
Owner's Additional Responsibilities to McClure

OWNER shall do the following in a timely manner so as not to delay the Services of McClure:

1. Designate in writing a person to act as Owner's representative with respect to the Services to be rendered under this Task Order. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner's decisions with respect to McClure's Services for the Project.
2. Provide to McClure all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations; and furnish to McClure copies of all design and construction standards which Owner will require in the drawings and specifications.
3. Assist McClure by delivering to McClure all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
4. Arrange for access to make all provisions for McClure to enter upon public and private property as required for McClure to perform services under this Agreement.
5. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by McClure, obtain advice of an attorney, accountant, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of McClure.
6. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
7. Attend the prebid conference, bid opening, preconstruction conferences, construction progress and other job-related meetings and substantial completion inspection and final payment inspection.
8. Give prompt written notice to McClure whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of McClure's services, or any defect or non-conformance in the work of any Contractor.
9. Arrange for financing and pay for Services as agreed to in this Task Order or Agreement.

FEDERAL CONTRACT PROVISIONS FOR A/E AGREEMENTS

ALL REFERENCES MADE HEREIN TO “CONTRACTOR”, “PRIME CONTRACTOR”,
“BIDDER”, “OFFEROR”, AND “APPLICANT” SHALL PERTAIN TO THE
ARCHITECT/ENGINEER (A/E).

ALL REFERENCES MADE HEREIN TO “SUBCONTRACTOR”, “SUB-TIER CONTRACTOR”
OR “LOWER TIER CONTRACTOR” SHALL PERTAIN TO ANY SUBCONSULTANT UNDER
CONTRACT WITH THE A/E.

ALL REFERENCES MADE HEREIN TO “SPONSOR” AND “OWNER” SHALL PERTAIN TO
THE STATE, CITY, AIRPORT AUTHORITY OR OTHER PUBLIC ENTITY EXECUTING
CONTRACTS WITH THE A/E.

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PROVISIONS APPLICABLE TO ALL CONTRACTS

ACCESS TO RECORDS AND REPORTS

Reference: 2 CFR § 200.334
2 CFR § 200.337
FAA Order 5100.38

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

CIVIL RIGHTS – GENERAL

Reference: 49 USC § 47123

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

CIVIL RIGHTS – TITLE VI ASSURANCES

Reference: 49 USC § 47123
FAA Order 1400.11

Title VI Solicitation Notice

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

- 49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

Nondiscrimination Requirements / Title VI Clauses for Compliance

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

1. **Compliance with Regulations:** The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be

amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Reference: 2 CFR § 200, Appendix II(K)
2 CFR § 200.216

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

Reference: 29 USC § 201, et seq
2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

Reference: 20 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

RIGHT TO INVENTIONS

Reference: 2 CFR Part 200, Appendix II(F)
37 CFR Part 401

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR § 401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

SEISMIC SAFETY

Reference: 49 CFR Part 41

In the performance of design services, the Consultant agrees to furnish a building design and associated construction specification that conform to a building code standard that provides a level of seismic safety substantially equivalent to standards as established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their building code after the current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety. At the conclusion of the design services, the Consultant agrees to furnish the Owner a “certification of compliance” that attests conformance of the building design and the construction specifications with the seismic standards of NEHRP or an equivalent building code.

TAX DELINQUENCY AND FELONY CONVICTIONS

Reference: Section 8113 of the Consolidated Appropriations Act, 2022 (Public Law 117-103) and similar provisions in subsequent appropriations acts
DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

The Contractor certifies:

- 1) It is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) It is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months. A felony conviction is a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

The Contractor agrees to incorporate the above certification in all lower tier subcontracts.

TRADE RESTRICTION CERTIFICATION

Reference: 49 USC § 50104
49 CFR Part 30

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror:

- 1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
- 2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and

- 3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

- 1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
- 2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or
- 3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

VETERAN'S PREFERENCE

Reference: 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$10,000

DISTRACTED DRIVING

Reference: Executive Order 13513
DOT Order 3902.10

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 that involve driving a motor vehicle in performance of work activities associated with the project.

EQUAL EMPLOYMENT OPPORTUNITY (EEO)

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR § 60-1.4
41 CFR § 60-4.3
Executive Order 11246

Equal Opportunity Clause

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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 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, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in

response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The Contractor will send to each labor union or representative of workers with which it 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 this section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 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.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any 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 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the provisions of paragraphs (1) through (8) 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 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 may be directed by the Secretary of Labor 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, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

PROHIBITION OF SEGREGATED FACILITIES

Reference: 2 CFR Part 200, Appendix II(C)
41 CFR Part 60-1

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

TERMINATION OF CONTRACT

Reference: 2 CFR Part 200, Appendix II(B)
FAA Advisory Circular 150/5370-10, Section 80-09

Termination for Convenience (Professional Services)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

Termination for Cause (Professional Services)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party seven (7) days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

- a) **Termination by Owner:** The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
1. Perform the services within the time specified in this contract or by Owner approved extension;
 2. Make adequate progress so as to endanger satisfactory performance of the Project; or
 3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant

must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
3. Suspends the project for more than one hundred eighty (180) days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$25,000

DEBARMENT AND SUSPENSION

Reference: 2 CFR Part 180 (Subpart B)
2 CFR Part 200, Appendix II(H)
2 CFR Part 1200
DOT Order 4200.5
Executive Orders 12549 and 12689

Certification of Offeror/Bidder Regarding Debarment

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

Certification of Lower Tier Contractors Regarding Debarment

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must confirm each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally-assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the Federal Aviation Administration later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$100,000

CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

Reference: 2 CFR Part 200, Appendix II(E)
2 CFR § 5.5(b)
40 USC § 3702
40 USC § 3704

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, including watchmen and guards, 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 paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$29 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 paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any

such contract or 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, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

Reference: 31 USC § 1352 – Byrd Anti-Lobbying Amendment
2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

Certification Regarding Lobbying

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an 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.
- (2) 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 of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$150,000

CLEAN AIR AND WATER POLLUTION CONTROL

References: 2 CFR Part 200, Appendix II(G)
42 USC § 7401, et seq
33 USC § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

The Contractor must include this requirement in all subcontracts that exceed \$150,000.

PROVISIONS APPLICABLE TO CONTRACTS EXCEEDING \$250,000

BREACH OF CONTRACT TERMS

Reference: 2 CFR § 200 Appendix II(A)

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

DISADVANTAGED BUSINESS ENTERPRISE

Reference: 49 CFR Part 26

Solicitation Language (Solicitations that include a Contract Goal)

Bid Information Submitted as a matter of *responsiveness*:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;

- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Bid Information submitted as a matter of bidder responsibility:

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR § 26.53.

As a condition of responsibility, every Bidder or Offeror must submit the following information on the forms provided herein within five days after bid opening.

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1);
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal;
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26. The documentation of good faith efforts must include copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Contracts Covered by a DBE Program)

Contract Assurance (49 CFR § 26.13)

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may

result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29)

The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) calendar days from the receipt of each payment the prime contractor receives from Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) calendar days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

Termination of DBE Subcontracts (49 CFR § 26.53(f))

The prime contractor must not terminate a DBE subcontractor listed in response to the above *Solicitation Language (Solicitations that include a Contract Goal)* section (or an approved substitute DBE firm) without prior written consent of Owner. This includes, but is not limited to, instances in which the prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.

The prime contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Owner. Unless the Owner's consent is provided, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

The Owner may provide such written consent only if the Owner agrees, for reasons stated in the concurrence document, that the prime contractor has good cause to terminate the DBE firm. For purposes of this paragraph, good cause includes the circumstances listed in 49 CFR §26.53.

Before transmitting to the Owner its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to the Owner, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise the Owner and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why the Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), the Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to preaward deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

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**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 28, 2025
Re: Public Hearing and Resolution to Approve Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 3

Strategic Plan Objective:

Expand and improve development in the community, including an incentive program for the redevelopment of the Marshalltown Mall.

Recommended:

Staff recommends adoption of the resolution.

Budget Impact:

It is anticipated that the City's total commitment of incremental property tax revenues with respect to the project will not exceed \$7,250,000.

Description/Background:

City staff is proposing an amendment of the urban renewal plan for the Marshalltown Urban Renewal Area No. 3. The amendment authorizes the undertaking of a new urban renewal project providing tax increment financing support to the Shops at Marshalltown, LLC. in connection with the renovation and redevelopment of the existing Marshalltown Mall at 2500 South Center Street.

Attachments:

1. Resolution Hold Hrg & Approve UR Amend no adds (Marshalltown #62 2025)-v2
2. 2025-07-28_2025-162_UR Plan Amend (Marshalltown-62 2025)-v2

July 23, 2025

VIA EMAIL

Carol Webb
City Administrator/City Hall
Marshalltown, Iowa

Re: 2025 Amendment to the Marshalltown Urban Renewal Area No. 3
Our File No. 422742-62

Dear Carol:

Attached please find proceedings covering the City Council's action in holding a public hearing on and adopting a resolution to approve the 2025 urban renewal plan amendment.

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

Kind regards,

Amy Bjork

Attachments

cc: Alicia Hunter

HEARING ON AND APPROVAL OF 2025
AMENDMENT TO THE
MARSHALLTOWN URBAN RENEWAL
AREA NO. 3

422742-62

Marshalltown, Iowa

July 28, 2025

The City Council of the City of Marshalltown, Iowa, met on July 28, 2025, at 5:30 p.m., at the City Council Chambers, located at 10 West State Street, Marshalltown, Iowa, for the purpose of conducting a public hearing on a proposed urban renewal plan amendment.

The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: _____

Absent: _____ .

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the City Council, and all oral objections, statements, and all other exhibits presented were considered.

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

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

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

Council Member _____ moved the adoption of a resolution entitled "Resolution to Approve Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 3," seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO. 2025-163

Resolution to Approve Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 3

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

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

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which authorizes the undertaking of a new urban renewal project (the “Project”) in the Urban Renewal Area consisting of providing tax increment financing support to Shops at Marshalltown, LLC, (the “Company”) in connection with the renovation and redevelopment by the Company of the existing Marshalltown Mall; and

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on July 28, 2025; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Marshall County and the Marshalltown Community School District; the consultation meeting was held on July 10, 2025; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

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

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

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

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

C. The Project described in the Amendment is necessary to restore the property situated in the Urban Renewal Area to its highest and best use and to prevent the spread of blighted conditions in the Urban Renewal Area; and

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

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

Passed and approved July 28, 2025.

Mayor

Attest:

City Clerk

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

• • • •

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
MARSHALL COUNTY SS:
CITY OF MARSHALLTOWN

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Marshalltown, Iowa and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving the urban renewal plan amendment for the Marshalltown Urban Renewal Area No. 3 in the City of Marshalltown, Iowa.

WITNESS MY HAND this ____ day of _____, 2025.

City Clerk

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

July, 2025

The Urban Renewal Plan (the “Plan”) for the Marshalltown Urban Renewal Area No. 3 (the “Urban Renewal Area”) of the City of Marshalltown, Iowa (the “City”) is being amended for the purpose of identifying a new urban renewal project to be undertaken within the Urban Renewal Area.

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

Name of Project: Shops at Marshalltown, LLC Mall Redevelopment Project

Date of Council Approval of Project: July 28, 2025

Description of the Project: Shops at Marshalltown, LLC (the “Company”) has proposed to undertake the renovation and redevelopment of the existing Marshalltown Mall building (the “Project”) situated on certain real property located at 2500 S Center Street (the “Property”) in the Urban Renewal Area including the design of new storefronts, and the construction of sidewalk, parking lot and other structural improvements.

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

The costs incurred by the City in providing tax increment financing assistance to the Company will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$20,000.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Company with respect to the construction and use of the completed Project. The City intends to provide annual appropriation economic development payments (the “Payments”) to the Company under the Development Agreement. The Payments will be funded with incremental property tax revenues to be derived from the Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$7,250,000, plus the Admin Fees.

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

Constitutional debt limit of the City:	<u>\$108,967,285</u>
--	----------------------

Outstanding general obligation debt of the City:	<u>\$ 51,680,000</u>
--	----------------------

Proposed maximum indebtedness to be incurred in connection with this July, 2025 Amendment:	<u>\$ 7,270,000</u>
--	---------------------

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



**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 28, 2025
Re: Public Hearing and Resolution Approving Plans, Specifications, Form of Contract and Cost for the 2020 Derecho CDBG-DR Tree Replanting Project, in the City of Marshalltown, Iowa, Being Project No. PRK24-002

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 Approve Plans, Specs CDBG-DR Tree Project
2. PRK24002 - CDBG Tree Planting Opinion of Cost

3. PRK24002 - Bid Documents
4. PRK24002 - Notice of Hearing and Letting

**RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE 2020 DERECHO CDBG-DR TREE REPLANTING PROJECT, IN THE
CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. PRK24-002**

WHEREAS, there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the 2020 Derecho CDBG-DR Tree Replanting Project No. PRK24-002, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS, written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and estimated cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and estimate of cost for Project No PRK24-002, being the 2020 Derecho CDBG-DR Tree Replanting Project in the City of Marshalltown, Iowa.

Passed this 28th 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 'Skycolor'	\$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 Hawthorn	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

MARSHALLTOWN

— I O W A —

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	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 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; caulk; 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:

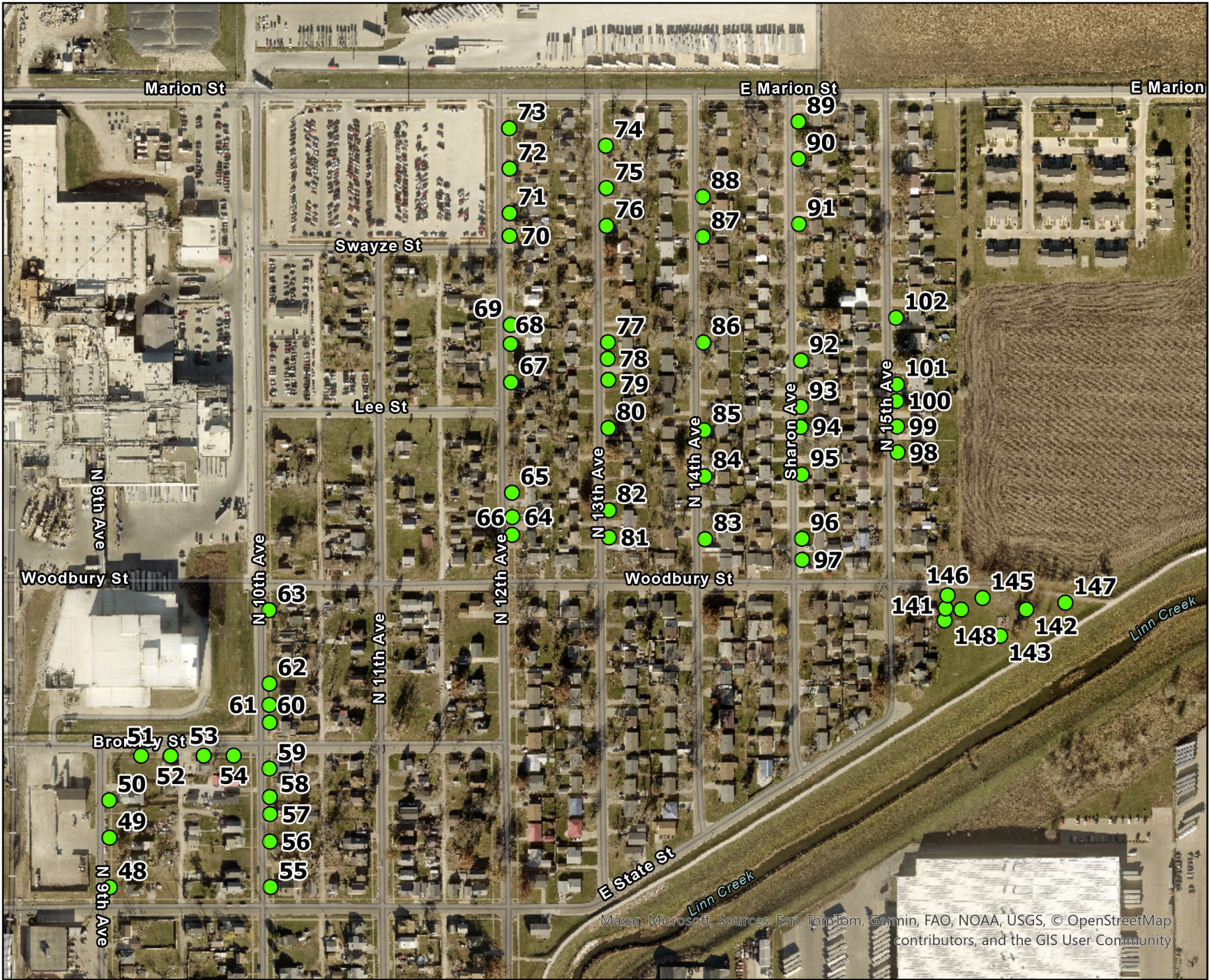
Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

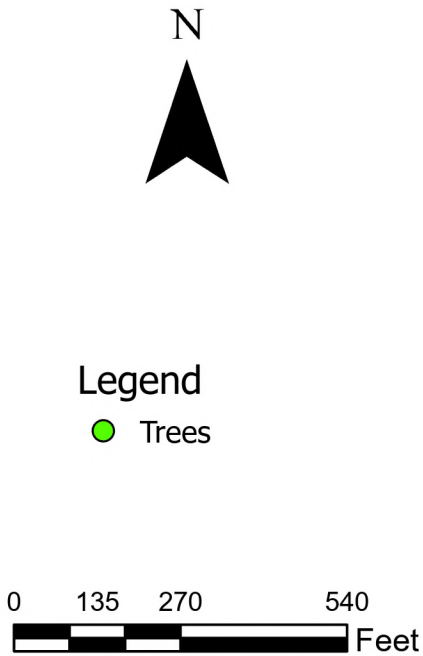
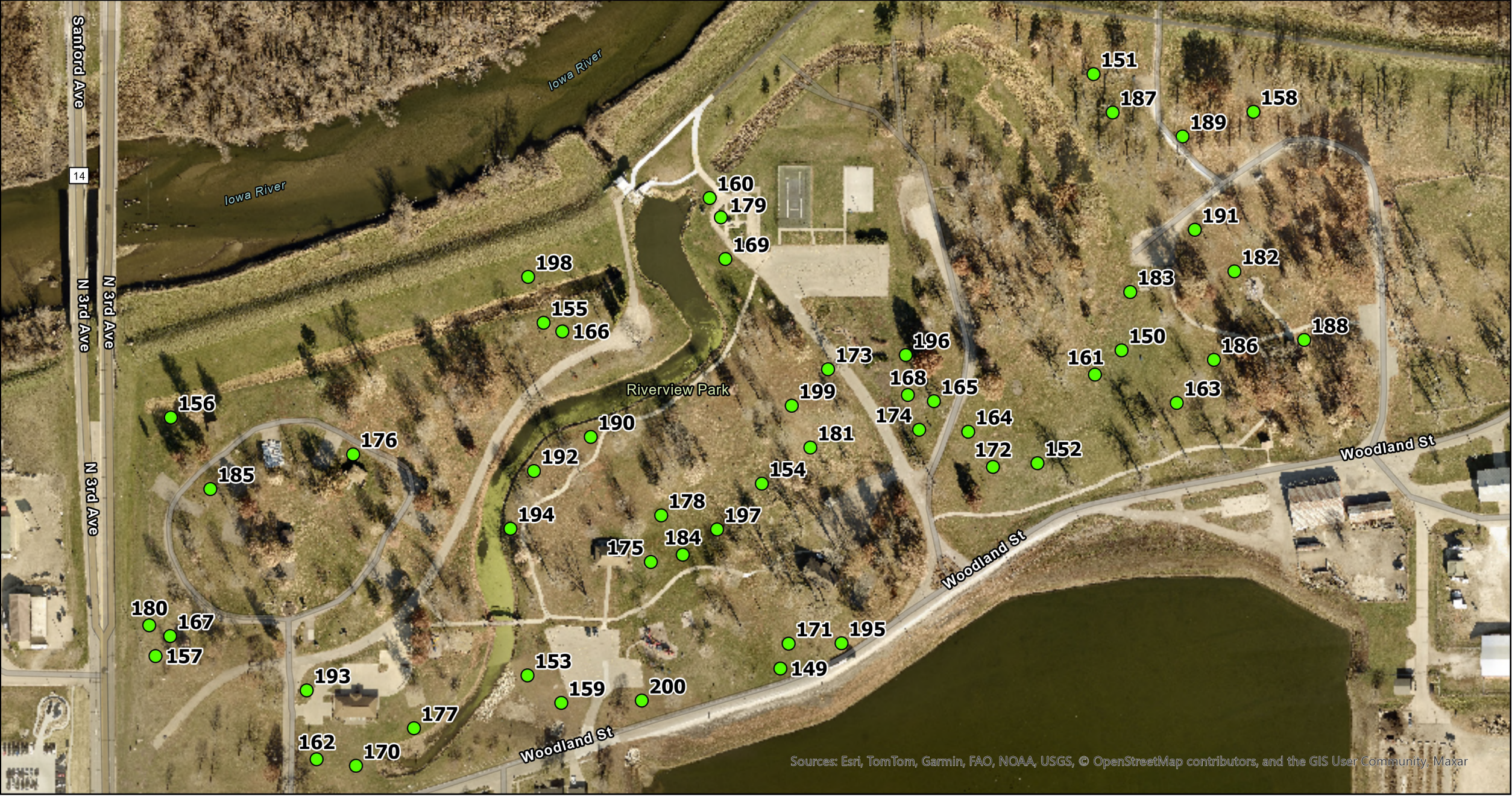
GIS TREE PLANTING LOCATIONS MAP SERIES

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



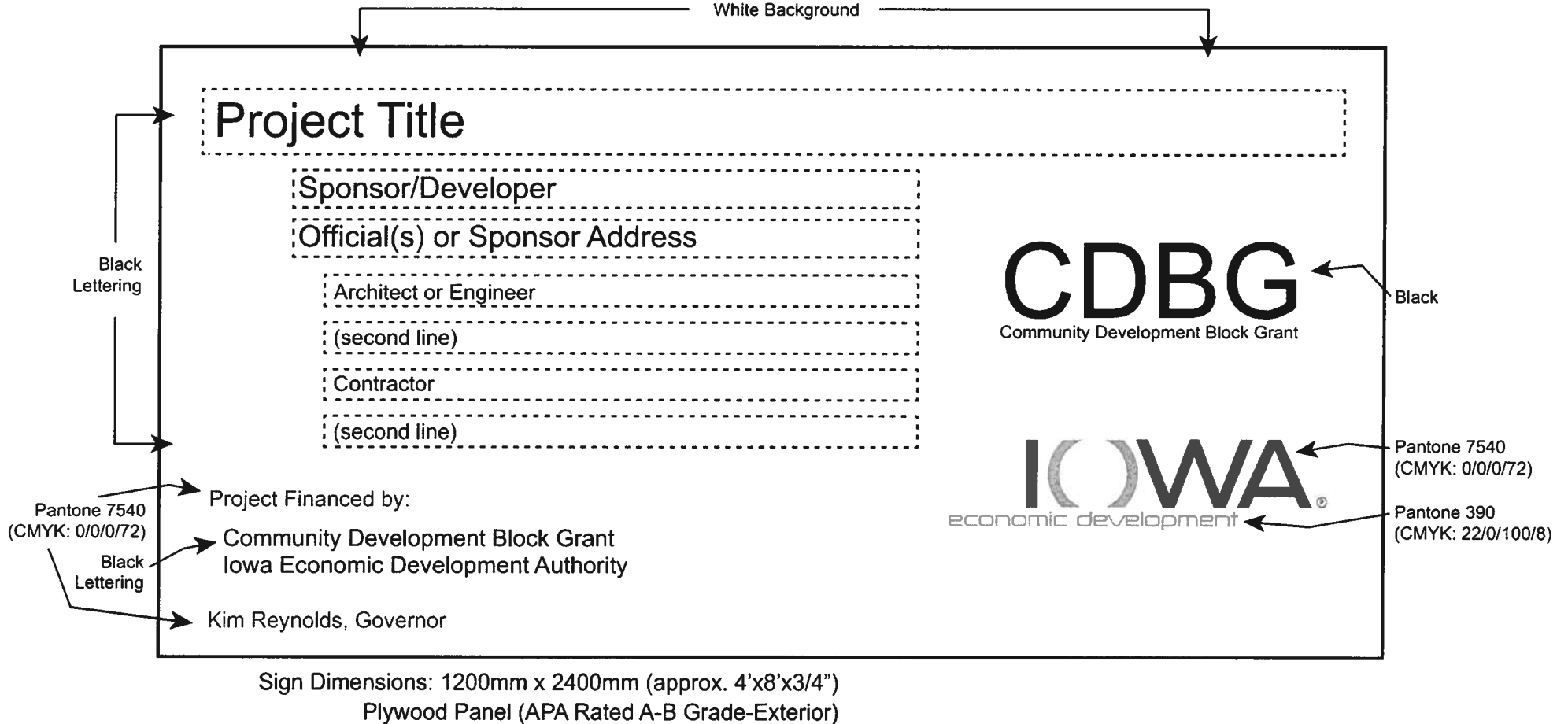
Tree X	Y
1	-92.906785 42.051513
2	-92.906575 42.051512
3	-92.906229 42.051381
4	-92.906229 42.051083
5	-92.906219 42.050842
6	-92.906218 42.050558
7	-92.905376 42.051518
8	-92.905198 42.051519
9	-92.904995 42.051518
10	-92.904661 42.051399
11	-92.904662 42.051204
12	-92.904661 42.051093
13	-92.904088 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.





Departamento de Trabajo
de los EE. UU.



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 28, 2025
Re: Public Hearing and Resolution Approving 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 previously approved 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.

Attachments:

1. Resolution Lease OHV Club
2. Lease Agreement - Marshalltown OHV Park Final

**RESOLUTION APPROVING THE 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 PARK**

WHEREAS, the City of Marshalltown and the Iowa River OHV Club have partnered with the Iowa Department of Natural Resources (IDNR) to operate and maintain an Off-Highway Vehicle (OHV) Park for the benefit of the public and OHV enthusiasts; and

WHEREAS, the City of Marshalltown, as owner of the property, wishes to formalize a long-term lease agreement with the Iowa River OHV Club for the use, operation, and maintenance of the OHV Park consistent with the Cooperative Agreement between the parties and the IDNR; and

WHEREAS, the agreement provides for a 20-year lease term, annual consideration, and clearly defines responsibilities related to maintenance, improvements, insurance, and indemnification for the protection and benefit of the City and its residents; and

WHEREAS, a public hearing was held on July 28, 2025 on the proposed 20-year lease.

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

Section 1. The 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 Park is hereby approved.

Section 2. The Mayor and City Clerk are authorized to sign the agreement and any other necessary documents to effectuate its terms.

Passed this 28th 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: Carol Webb, City Administrator
Meeting Date: July 28, 2025
Re: Public Hearing and Resolution Approving 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.

Attachments:

1. Resolution Cooperative Agreement OHV Park
2. Cooperative Agreement DNR_Marshalltown_Iowa River OHV Final 2025

**RESOLUTION APPROVING A 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 entered into a cooperative agreement in 2005 with the Iowa River OHV Club and the Iowa Department of Natural Resources (DNR) to develop and maintain an Off-Highway Vehicle (OHV) Park; and

WHEREAS, the City of Marshalltown, the Iowa River OHV Club, and the Iowa Department of Natural Resources have negotiated an updated Cooperative Agreement that defines maintenance, operational, and development responsibilities for each party; and

WHEREAS, the Iowa Department of Natural Resources has authorized the designation of the OHV Park as an official riding area and wishes to formalize roles and responsibilities related to the site, and

WHEREAS, the Iowa River OHV Club will continue to lease the land from the City and operate the park as a designated public OHV riding area, with the DNR providing technical assistance and oversight; and

WHEREAS, the agreement promotes the safe and proper use of off-highway vehicles for the benefit of the public; and

WHEREAS, a public hearing on the agreement was held July 28, 2025.

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

Section 1. The Cooperative Agreement between the City of Marshalltown, the Iowa River OHV Club, and the Iowa Department of Natural Resources is hereby approved.

Section 2. The Mayor is authorized to execute the agreement on behalf of the City of Marshalltown.

Section 3. The City Administrator is directed to ensure copies of the fully executed agreement are provided to the Iowa River OHV Club and the Iowa Department of Natural Resources and to maintain a copy in the City's official records.

Section 4. The City Clerk is directed to file this agreement with the Secretary of State.

Passed this 28th 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

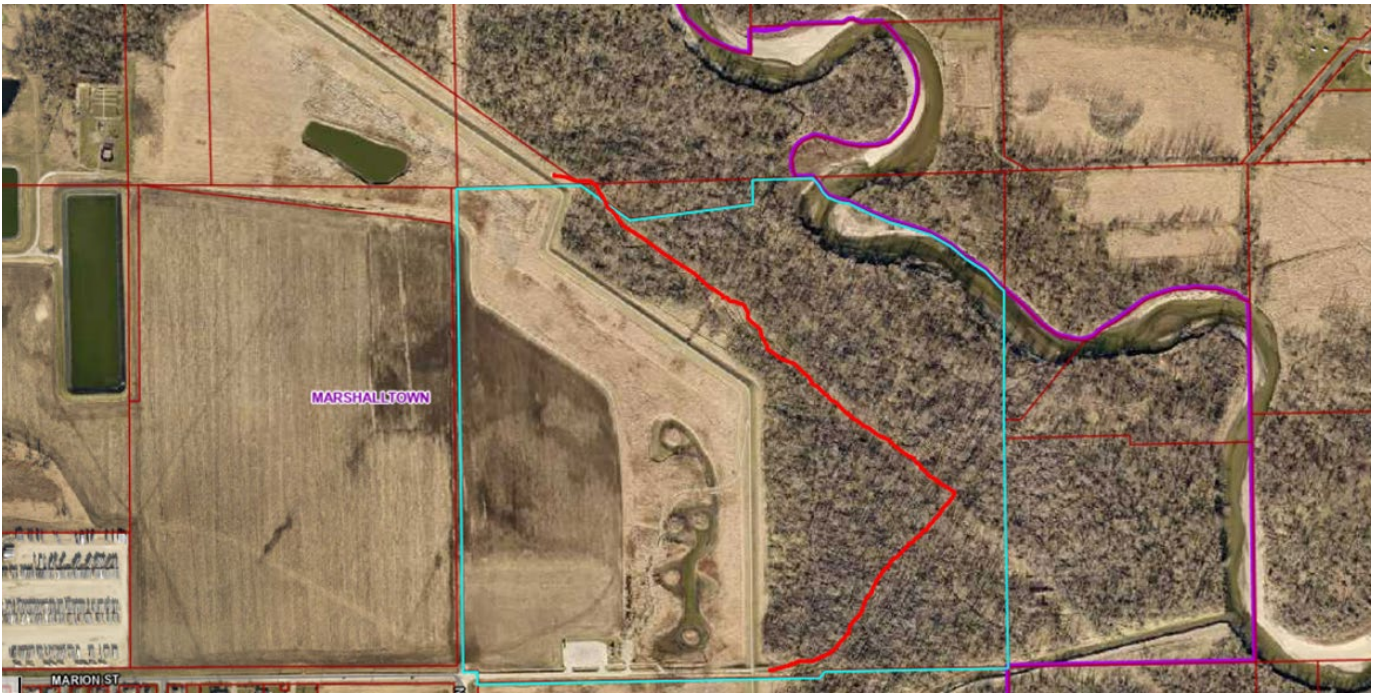
IOWA RIVER OHV CLUB

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: Alicia Hunter, City Clerk
Meeting Date: July 28, 2025
Re: Ordinance 15108 to Amend the Code of Ordinances, City of Marshalltown, Iowa, Chapter 133 Offenses Concerning Minors - 3rd 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. ORD 15108_Amend CH 133 Offenses Concerning Minors
2. 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 10:0011:00 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: Clayton Ender, Assistant Director, Housing & Community Development
Meeting Date: July 28, 2025
Re: Ordinance 15109 to Amend the Official Zoning Map for Lot 12, Block 1, Woods Addition to Marshall, Marshall County, Iowa and the North 90 feet of Lot 1 and All of Lot 2, Block 2, Binford and Webster's Addition to Marshall, Marshall County, Iowa From Medium Density Residential Zoning District to General Industrial Zoning District - First Reading

Strategic Plan Objective:

Strategy 1: Expand and improve development in the community.

Recommended:

The Planning and Zoning Commission recommends approval of the rezoning ordinance as drafted, which includes conditions pertaining to prohibited uses.

Budget Impact:

Description/Background:

City Staff Contact: Clayton Ender, AICP
Assistant Director of Housing and Community Development
Phone: 641-754-5756
Email: cender@marshalltown-ia.gov

Applicant / Marshalltown Company
Property Owner: POB 738
Marshalltown IA 50158

Recommendation: The Planning and Zoning Commission recommends approval of a comprehensive plan future land use map amendment for approximately 0.49 acres to the land use classification of light industrial.

The Planning and Zoning Commission recommends approval of the rezoning ordinance as drafted, which includes conditions pertaining to prohibited uses.

Current Comprehensive Plan Future Land Use Designation, Current Zoning District & Current Usage:	Current Future Land Use Designation: <u>Low Density Residential</u> “Single-family detached and two-family residential development at a density of 4-6 units per acre.” Current: Zoning: RM, Medium Density Residential Zoning District Current Usage: 708 Noble Street – Vacant parcel 709 E Linn Street - Single-unit dwelling 711 E Linn Street – Three-Unit Residential
Proposed Comprehensive Plan Future Land Use Designation, Proposed Zoning District & Proposed Usage:	Proposed Future Land Use Designation: <u>Light Industrial</u> “Industrial businesses that are cleaner and less intense, with more office and showroom, clean manufacturing or processing, less trucking, warehousing or heavy manufacturing.” Proposed Zoning: GI, General Industrial Zoning District With Conditions Proposed Usage: Off-street parking facilities
Review Criteria:	In determining whether to approve, approve with conditions, or deny a zone change, the review bodies shall consider the following review criteria: 1. The request complies with the applicable standards of this Zoning Ordinance, the City Code of Ordinances, and any applicable county, state, or federal requirements. - The proposed rezoning complies with applicable local, state, and federal laws or administrative rules. 2. The request substantially conforms to any associated prior approval for

the development, including, but not limited to, a special use permit, Master Development Plan, or Site Plan.

The proposed rezoning does not conflict with past approvals for the subject properties.

3. The administrative body has considered the recommendation of staff.

Staff recommends approval of the comprehensive plan amendment and the rezoning application as outlined in the recommendation section of this staff report.

4. The request is consistent with applicable policies of the Comprehensive Plan and applicable utility plans and capital improvements plans; or, if it addresses a topic that is not contained or not fully developed in the Comprehensive Plan, the request does not impair the implementation of the Comprehensive Plan.

The request includes an amendment to the comprehensive plan's future land use map. Because the proposed usage of the site is off-street parking facilities to support light industrial land usage the proposal includes amending the future land use map of the subject properties to the land use category of light industrial.

Provided the city also adopts the comprehensive plan amendment the rezoning will be in compliance with the comprehensive plan.

5. The request promotes the purposes of this Zoning Ordinance as established in § 156.A.002, Purposes, and in other applicable purpose statements in this chapter.

§ 156.A.002(C)(1) "Encourage a diverse and stable economy with employment opportunities, particularly those that have meaningful multiplier effects in the local economy, by promoting the vitality and development of commercial and industrial districts"

§ 156.A.002(C)(2) "Enable and encourage entrepreneurship and local business growth"

§ 156.A.002(C)(3) "Enable retention and sensitive expansion of local businesses."

- 6. Adequate facilities, including public or private utilities, solid waste service, roads, drainage, and other improvements are present or are planned to be provided.**

The subject property has adequate access to existing public streets, water, sanitary sewer, storm sewer and other utilities.

- 7. The request demonstrates compatibility with surrounding conforming and permitted land uses and structures and with the general character of the area.**

Proposed parking facility construction and expansion will be required to comply with applicable design standards of the zoning code. Furthermore, the proposed conditions on the rezoning to prohibit certain land uses will support compatibility with existing adjacent residential land uses.

- 8. The dimensions of the subject property to accommodate reasonable development that complies with the requirements of this ZO, including parking, open space, and buffering requirements.**

The subject properties are of sufficient size and dimension to allow for construction of the proposed improvements along with applicable buffering standards.

- 9. The pace of development and the amount of vacant land currently zoned for comparable development in the vicinity of the subject property.**

The Marshalltown Company main campus is within an established neighborhood with limited vacant land for expansion. The company is in the process of several facility expansions which will utilize existing vacant land. Due to the limited vacant land being used for facility expansion the property owner has had to look towards acquisition of parcels in the vicinity to accommodate off-street parking requirements. This will require rezoning to be compliant with the zoning ordinance.

- 10. A comparison of the hardship to the applicant with the relative gain to the public health, safety, and welfare.**

The proposed development will support economic growth with the community.

- 11. The proposed zone change is consistent with the Comprehensive Plan or Future Land Use Map and increase the likelihood of advancing the goals, objectives, and policies of the Comprehensive Plan Land Use Map, or another adopted area plan, including but not limited to redevelopment plans.**

See review criteria #4 regarding future land use map.

Land use General Goal 1: Maximize the potential of the community of Marshalltown as a thriving center for business and healthy recreation, while maintaining and enhancing its livability as a residential community.

Land use industrial Goal 1: Retain and expand Marshalltown's industrial land uses to ensure a diverse tax base and local employment opportunities.

The proposed rezoning will work to advance the goals of the comprehensive plan, including those called out above, by supporting the expansion of an existing industrial business, Marshalltown Company. This expansion will increase the local tax base and support local employment opportunities.

- 12. The range of uses allowed by the proposed zoning district will be compatible with the properties in the immediate vicinity of the subject property.**

Staff is recommending that this rezoning be subject to conditions restricting land usage beyond the standard land use restrictions. The purpose for the restrictions would be to support compatibility of permitted land uses within the rezoned area with those of the existing adjacent residential uses and residential zoned areas.

The complete list of prohibited uses is included within the ordinance. The property owners have agreed to these conditions in writing prior to close of a public hearing at city council.

- 13. The suitability of the subject property for the zoned purposes.**

Initial staff review indicates that the subject properties are suitable for the intended development of off-street parking facilities.

- 14. The character of the surrounding area is transitioning or being affected by other factors, such as traffic, a new school, adjoining uses, or**

environmental issues.

Generally, to the west of the proposed rezoning area, the surrounding area is composed of an established residential neighborhood. East of S 8th Avenue is presently used for industrial development, mainly Marshalltown Company's main campus.

15. Nearby property owners are in support of, or do not oppose, the proposed map amendment.

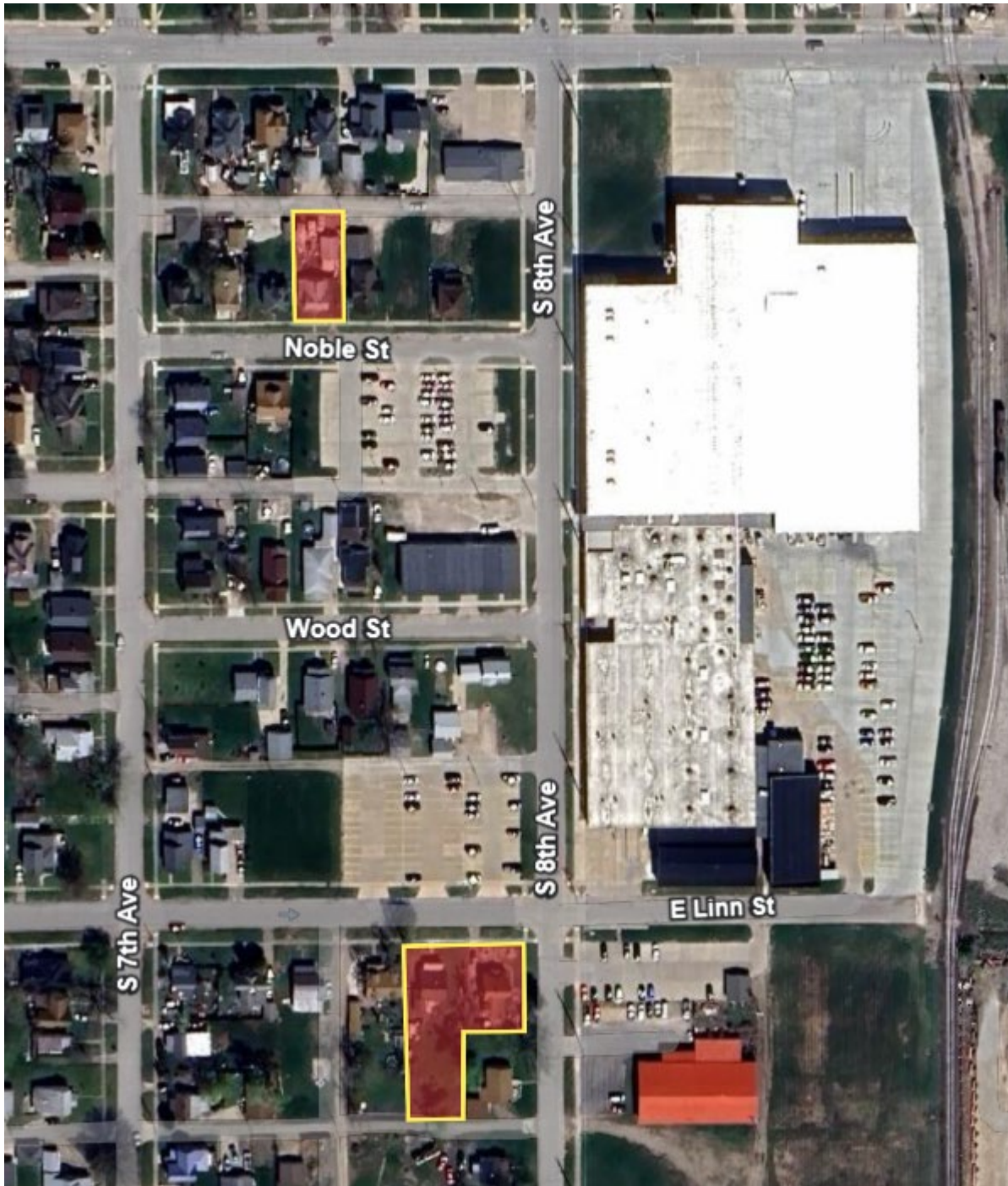
Notice of the proposed rezoning, including meeting dates and times, has been mailed to all property owners within 250 feet of the rezoning boundary + width of any intersecting street. Signs have also been posted advertising the rezoning.

As of publication of this staff memo no public comments have been received.

Attachments:

1. Aerial Vicinity Map
2. Ordinance 15109
3. 708 Noble St, 709 and 711 E Linn St Zoning

Aerial Vicinity Map:



CITY COUNCIL

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



ORDINANCE 15109

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP FOR LOT 12, BLOCK 1, WOODS ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA AND THE NORTH 90 FEET OF LOT 1 AND ALL OF LOT 2, BLOCK 2, BINFORD AND WEBSTER'S ADDITION FOR TO MARSHALL, MARSHALL COUNTY, IOWA FROM MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT TO GENERAL INDUSTRIAL ZONING DISTRICT

WHEREAS, the owner of record for Lot 12, Block 1, Woods Addition to Marshall, Marshall County, Iowa and the North 90 Feet of Lots 1 and all of Lot 2, Block 2, Binford and Webster's Addition to Marshall, Marshall County, Iowa has petitioned to have their properties rezoned from RM, Medium Density Residential Zoning District to GI, General Industrial Zoning District; and,

WHEREAS, certain conditions further restricting land uses within the rezoning area are justified to ensure compatibility of development with existing adjacent residential development; and,

WHEREAS, the owner of the subject properties within the area of the official zoning map amendment have agreed to the conditions of the official zoning map amendment in writing; and,

WHEREAS, the Planning and Zoning Commission has reviewed this petition at their regular meeting on July 17th, 2025 and following a public hearing has made a recommendation to approve the official zoning map amendment petition; and,

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

Section 1. Official Zoning Map Amendment. The following legally described property is hereby rezoned from RM, Medium Density Residential Zoning District to GI, General Industrial Zoning District:

Lot 12, Block 1, Woods Addition to Marshall, Marshall County, Iowa

AND

The North 90 Feet of Lot 1 and all of Lot 2, Block 2, Binford and Webster's Addition to Marshall, Marshall County, Iowa

AND

To the centerline of adjacent public right-of-way

Section 2. Conditions. The official zoning map amendment outlined in Section No. One of this ordinance shall be subject to the following conditions:

A. **Prohibited Land Uses.** The following land uses shall be prohibited:

1. All Group Living Uses
2. Airport or Heliport Uses
3. Correctional Facility Uses
4. Solar Panel Array Uses (Principal Use)
5. Ground Mounted Solar Panel Array Uses (Accessory Use)
6. Adult Entertainment Business Uses
7. All Heavy Industrial Uses
8. All Waste-Related Service Uses, Excluding Recycling Facility Uses

Section 3. Severability Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. When Effective. This ordinance shall be in full force and effect after its final passage, approval and publication as provided by law.

Passed this ____ day of _____ 2025 and signed this ____ day of _____ 2025.

Signatures on following pages.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____ 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

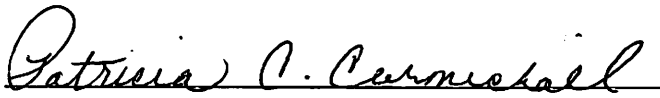
MARSHALLTOWN COMPANY



SIGNATURE

Joe Mathen Corporate Facilities Director
PRINT NAME AND TITLE

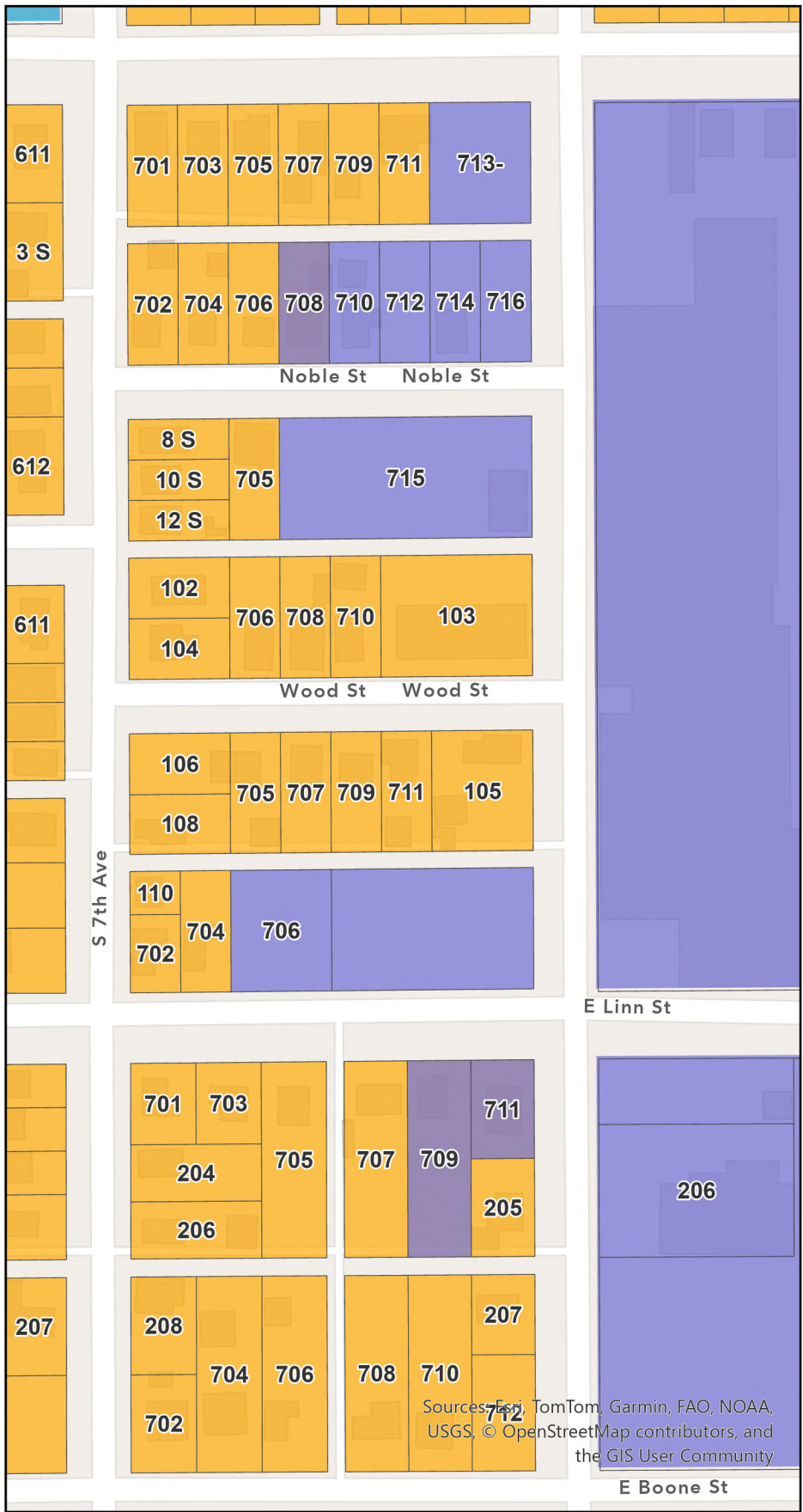
On this 22nd day of July, 2025 before me, the undersigned, a notary in public in and for the State of Iowa, personally appeared 104 S 8th Ave, to me known to be the identical person(s) named in the foregoing instrument and who executed the same as his/her/their/ voluntary act and deed.



Notary Public in and for the State of Iowa

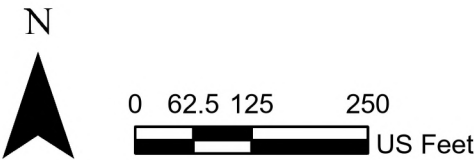


Marshalltown Zoning



Legend

- Parcels
- ### Zoning Districts
- Agricultural (AG)
 - Rural Residential (RR)
 - Low-Density Residential (RL)
 - Medium-Density Residential (RM)
 - High-Density Residential (RH)
 - Mixed-Use (MU)
 - Urban Core (UC)
 - General Commercial (GC)
 - General Industrial (GI)
 - Planned Unit Development (PUD)
 - Public and Institutional (PI)
 - Recreation (REC)
 - Parcels



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community



**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, Clayton Ender, Assistant Director, Housing & Community Development
Meeting Date: July 28, 2025
Re: Review of Development Landscaping Standards

Strategic Plan Objective:

N/A

Recommended:

Staff recommends a policy review of the landscape code.

Budget Impact:

N/A

Description/Background:

The City's current landscaping, buffering, and screening standards are governed by Article F of the Zoning Ordinance, approved in April 2022 following a comprehensive ordinance rewrite. These standards apply to new developments, changes in use, and certain site improvements and establish requirements for plant types, sizes, placement, parking lot landscaping, and buffering between land uses.

A recent development proposal by Marshalltown Company has prompted concerns about the reasonableness and flexibility of the current standards. In a letter submitted to the City Council, Marshalltown Company highlighted the costs and practical implications of complying with the code. Their concern is that the current code may be overly rigid and could deter future investment or redevelopment, particularly in areas where significant improvements have already occurred.

The City's enforcement of these requirements reflects the intent of the ordinance—to improve aesthetics, mitigate land use impacts, and increase environmental sustainability. However, the feedback received raises the question of whether the standards, as written, are achieving a balance between city goals and development feasibility.

Direction Sought

Staff seeks Council input on whether to initiate a policy review of Article F – Landscaping, Buffering, and Screening. If the Council is supportive, staff would develop a scope and schedule for further evaluation involving the Plan & Zoning Commission and development stakeholders.

Staff would seek to answer the following questions as part of the project:

- Should the City revisit the landscaping code to consider potential amendments for flexibility in specific contexts (e.g., redevelopment areas or industrial districts)?
- Are the substitution provisions and variances within the current code sufficient to address site-specific challenges?
- How do our standards compare to peer communities, and are they appropriately scaled to our market?
- Could adjustments be made to better align landscaping expectations with measurable public benefits and cost impacts?

Attachments:

1. Landscape Code

ARTICLE F - LANDSCAPING, BUFFERING, AND SCREENING

§ 156.F.001 PURPOSE AND APPLICABILITY.

(A) *Purpose.* The purpose of this section is to establish minimum standards to achieve the following objectives, which, combined, promote the health and general welfare of the citizens of Marshalltown:

- (1) *Appearance and beauty.* Enhancement of the overall appearance and natural beauty of the community;
- (2) *Buffering and screening.* Buffering of incompatible land uses and screening negative site elements;
- (3) *Heat island effect.* Reduction of heat generated from paved surfaces;
- (4) *Water quality and wildlife.* Protection of water quality and wildlife habitat;
- (5) *Vegetation and topsoil.* Preservation of existing vegetation and topsoil; and

(6) *Benefits.* Landscaping and landscaped open spaces provide multiple benefits including energy conservation, increased property values, and an enhanced aesthetic quality throughout the city.

(B) *Applicability.* The standards of this article apply to the following development activities:

- (1) *New development.* New residential, nonresidential, or mixed-use development or change in use from residential to nonresidential or mixed-use;
- (2) *Increase in intensity.* Increase in apartment units, manufactured home pads, nonresidential gross floor area, or impervious surface by 20% or more, cumulatively over a five-year period; or
- (3) *Change in use.* Change in use requiring additional parking spaces.

(Ord. 15039, passed 4-11-2022)

§ 156.F.002 GENERAL REQUIREMENTS.

(A) *Generally.* Requirements for the planting of all landscape material is set out in this section.

(B) *Plant material standards.*

(1) *Plant variety.* All plants shall be of the type and species appropriate for the climate and location being planted. All plant material shall be commercially produced and meet the minimum standards recognized by landscape professionals. In order to reduce the threat and impact of plant disease, multiple plant types and species shall be utilized on each site.

(2) *Prohibited plants.* Refer to Parks & Recreation Department for a list of prohibited plants.

(3) *Sizes.* All required plants shall meet the size and variety requirements in Table 156.F.002, Minimum Plant Sizes and Varieties.

Table 156.F.002-2, Minimum Plant Sizes and Varieties	
Plant Type	Minimum Size or Varieties
Overstory Tree	2.0-inch caliper
Understory Trees	1.5-inch caliper
Evergreen/Coniferous Tree	6-feet in height
Shrubs	3-gallon container
Ornamental Grasses	1-gallon container

(C) *Plant locations.* All plantings shall comply with the following:

(1) *Public right-of-way.* A permit shall be obtained prior to planting any street tree or landscape material in the public right-of-way.

(2) *Sight distance triangle.* No landscaping may be planted in violation of the visibility triangle established in Subsection 156.B.008.a, Measurements. Corner lots, and in situations where driveways and alleys intersect with street rights-of-way, shall be kept free of landscaping and plant materials that interfere with the vision of a motorist or pedestrian.

(3) *Easements.* No trees shall be placed within any public utility easement. Any shrubs or ornamental grasses planted within public utility easement (if allowed by the easement) shall not be required to be replaced in the event maintenance, repair, or installation of a utility is needed.

(4) *Fire safety.* Landscaping shall meet minimum clearances from all fire hydrants and building sprinkler systems as required by the Fire Department.

(5) *Spacing.* In general, all plants shall be sited and spaced in a manner to allow for appropriate growth to mature size.

(D) *Plant substitutions.* The following substitution of tree planting requirements may be made:

(1) *Overstory.* One overstory tree may be substituted in place of ten required shrubs.

(2) *Understory.* One understory tree may be substituted in place of five required shrubs.

(3) *Evergreen.* One evergreen/coniferous tree may be substituted in place of one required overstory tree.

(4) *Substitution.* One overstory tree may be substituted in place of two required understory trees. Two understory trees may be substituted for one required overstory tree.

(5) *Grasses.* Three ornamental grasses may be substituted for one required shrub.

(Ord. 15039, passed 4-11-2022)

§ 156.F.003 DEVELOPMENT LANDSCAPING.

(A) *Generally.*

(1) *Applicability.* Site landscaping is required around multiple-family buildings, civic, institutional, commercial office and retail, industrial, and mixed-use buildings.

(2) *Planting requirements.* The required number of overstory and understory trees and shrubs or ornamental grasses as set out in the respective zoning district.

(B) *Off-street parking, driveways, and loading areas.*

(1) *Generally.*

(a) *Landscape plan required.* A landscape plan for all parking lots regardless of size shall be prepared and submitted to the city for review and approval for any landscaping, buffer, or screening required by the city.

(b) *Preparation of landscape plan.* To encourage landscape plans to be thoughtfully arranged so site elements are artfully and technically organized in a way that conveys meaning, coherence, and spatial organization, a qualified individual or organization, as acceptable to the Zoning Administrator, shall prepare the landscape plan.

(c) *Landscape plan contents.* All landscape plans are subject to the contents set forth in the site plan procedures in § 156.J.004, Administrative Review Procedures.

(2) *Parking lot design.*

(a) All rows of parking that exceed 20 stalls in length shall be terminated with a curbed landscaped island that is a minimum nine feet wide and no less than 16 feet in length (32 feet in length for head-to-head parking stalls).

(b) Off-street parking lots that exceed 100 stalls shall require no parking or loading area shall be more than 100 feet from a tree located within a landscaped open space area.

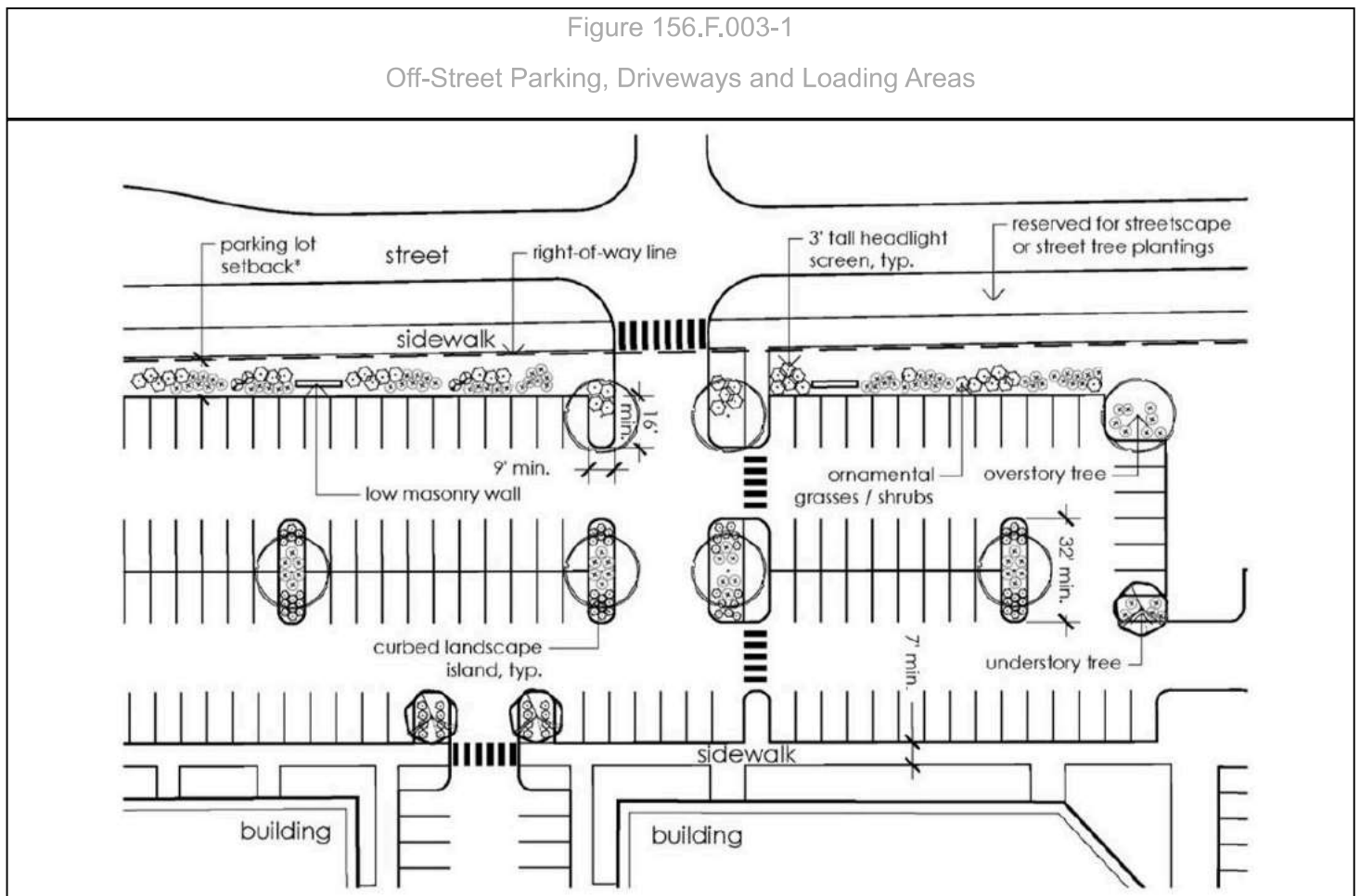
(c) Sidewalks that abut the front edge of any parking stall shall be no less than seven feet wide to accommodate a two foot vehicle overhang.

(3) *Sidewalk requirement.* Every parking lot of more than 100 spaces shall have at least one pedestrian walkway.

(4) *Landscaping required.* All parking lot islands shall be landscaped with turf grass, ornamental grass plantings, plant beds, shrubs, trees, rock, and/or chip brick. The use of pavers in an island shall only be used in combination with plant-scaping materials. Sidewalks may be constructed within a parking lot island as necessary to accommodate pedestrian circulation. See Figure 156.F.003-1, Off-Street Parking, Driveways, and Loading Areas. See Figure 156.F.003-1, Off-Street Parking, Driveways, and Loading Areas.

(5) *Parking lot screening.* Whenever an off-street parking area fronts along a public street, an average of one overstory and two understory trees shall be planted every 75 feet within the parking lot setback area. In areas of public utility easement, no trees are required but the screening material must incorporate plant-scaping. Additionally, a minimum three-foot-tall screen shall be installed between the parking lot and the adjoining street along the entire frontage in accordance with minimum visibility requirements at intersections, driveways, and alleys. This screen can be constructed with any combination of ornamental grasses, shrubs, earth berming, low masonry walls, and decorative fencing. Shrubs and ornamental grasses shall have a mature height of at least three feet.

(6) *Parking lot setback.* The parking lot setback shall be a minimum width of five feet.



(C) *Trees required.* Trees shall be required in all zoning districts following the design standards provided within this section.

(1) *Single-family detached.* A minimum of two overstory trees is required per single-family lot.

(2) *Single-family attached and duplex.* One overstory tree shall be required for every 40 feet of average lot width.

(3) *Other residential and non-residential.*

(a) A minimum of five overstory trees per acre shall be required.

(b) Unless otherwise approved by the city, required trees shall not be located within the street right-of-way, between the edge of the public street and any sidewalk or trail. The trees shall be shown on a landscaping plan provided to the Zoning Administrator. The tree planting plan shall include the location, size, and species of all street trees being proposed.

(Ord. 15039, passed 4-11-2022)

§ 156.F.004 BUFFERING.

(A) *Generally.* The bufferyards required in this section provide transition and physical barriers between properties of differing land uses to reduce the effects of sight, sound, and other incompatibilities. The bufferyards are based on the amount of screening they provide, which are classified from less screening (Type A) to more screening (Type C), depending on the types and intensities of adjoining land uses.

(B) *General standards.*

(1) *Groundcover.* In addition to the required plantings, walls, fences, and berms, remaining portions of all bufferyards shall contain groundcover.

(2) *Plant groupings.* Bufferyard plantings may be located in small groupings to appear more natural or evenly spaced.

(3) *Earthen berms.* Earthen berms within a bufferyard may vary and undulate to accommodate drainage and to provide a more natural appearance. Incorporation of a berm into a buffer yard may necessitate an increase in width of the bufferyard beyond what is required in Table 156.F.004-1, Bufferyard Classifications.

(4) *Encroachment.* No part of any required bufferyard shall be used for structures, parking, storage, loading, locating refuse containers, or any similar activity which may create a nuisance.

(5) *Extent.* All required bufferyards shall be located on the parcel proposed for development.

(6) *Access breaks.* Breaks for pedestrian, bicycle, and vehicle access are permitted on the condition that access shall be designed to cross a bufferyard at as near a perpendicular angle as practical.

(7) *Low impact development.* Low impact development and other similar stormwater management features are permitted in a required bufferyard.

(C) *Bufferyard types.* There are three types of bufferyards, each of which varies in width and the numbers and types of plants required per 100 linear feet. The minimum planting requirements for each type of bufferyard are set out in Table 156.F.004-1, Bufferyard Classifications, except that parking lot setback plantings are set out in § 156.F.003, Development Landscaping. Illustrative examples of bufferyards are in Figure 156.F.003-1, Illustrative Bufferyard Types.

Table 156.F.004-1

Bufferyard Classifications

Required Plantings per 100 Linear Feet

Type	Width	Overstory Trees	Understory Trees	Evergreen Trees	Shrubs	Height of Berm, Wall, or Fence ¹
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Table 156.F.004-1

Bufferyard Classifications

Required Plantings per 100 Linear Feet

Type	Width	Overstory Trees	Understory Trees	Evergreen Trees	Shrubs	Height of Berm, Wall, or Fence ¹
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Option 1: Landscape Only Bufferyard

Type A	5 ft.	0	2	--	10	N/A
Type B	10 ft.	1	2	1	12	N/A
Type C	15 ft.	2	1	1	15	N/A
Option 2: Landscape with Berm, Wall, or Fence ²						
Type A	3 ft.	--	--	--	10	6' tall fence or wall/4' tall berm
Type B	5 ft.	--	--	--	15	6' tall fence or wall/4' tall berm
Type C	10 ft.	--	2	--	20	6' tall fence or wall/4' tall berm

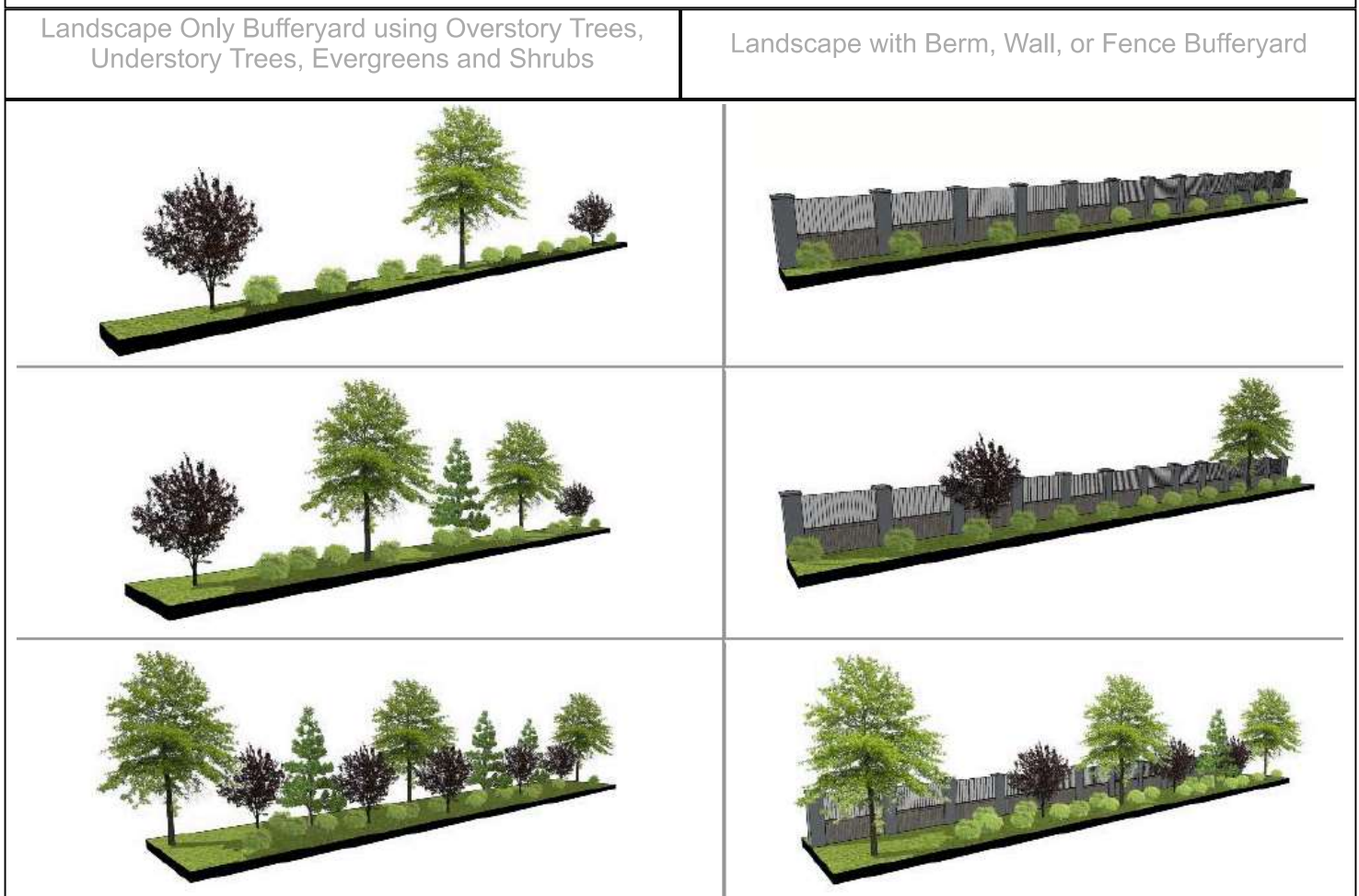
TABLE NOTES:

¹ A berm, wall, or fence is not required for landscape only bufferyards.

² Plant material, including overstory trees, may be installed on the inside or outside of the wall or fence facing the abutting properties. Plant material, including overstory trees, must be installed on the outside of the wall or fence facing the street.

Figure 156.F.004-1

Illustrative Bufferyards



(D) *Bufferyard locations.* Bufferyards shall be established within a bufferyard easement on individual lots or parcels, unless a property owners' association is established in which case bufferyards may be within common open space. Properties separated by the public street right-of-way are not considered adjoining for the purposes of this section. Bufferyards shall be required as follows:

(1) *Between zoning districts.* The type of required bufferyard between two adjoining zoning districts or use category in the GI zoning district, with the type determined by the intensities of the districts. Table 156.F.004-2, District Bufferyard Standards, establishes the required bufferyard type between the zoning district of the parcel proposed for development and the zoning of the abutting district. Where "--" is found there is no bufferyard required.

Table 156.F.004-2							
District Bufferyard Standards							
Zoning of Parcel Proposed for Development	Zoning of Abutting District					GI - Heavy Industrial Uses ¹	GI - All Other Industrial Uses ¹
	AG, RR, RL	RM, RH	MU, UC	GC	PI, REC		

Table 156.F.004-2							
District Bufferyard Standards							
Zoning of Parcel Proposed for Development	Zoning of Abutting District					GI - Heavy Industrial Uses ¹	GI - All Other Industrial Uses ¹
	AG, RR, RL	RM, RH	MU, UC	GC	PI, REC		

Residential (AG, RR, RL)	--	--	--	--	--	C	C
Residential (RM, RH)	B	--	--	--	--	C	C
Mixed-Use (MU, UC)	C	C	--	--	--	C	C
General Commercial (GC)	B	B	B	--	--	C	C
Nonresidential (PI, REC)	C	C	B	B	--	C	C
Heavy Industrial Use Category (GI)	C	C	C	C	C	--	--
All Other Industrial Use Categories (GI)	C	C	C	B	C	--	--

Table Notes:
¹ See § 156.C.003, Use Table, and associated specific uses and use categories as defined in § 156.M.003, Definitions.

(2) *Along corner and rear yards abutting collector and arterial streets.* When a corner or rear yard of a lot zoned RM, RH, MU, UC, GC, PI, or REC abuts collector and arterial street right-of-way, a Type B bufferyard is required. A Type C bufferyard is required for uses in the GI district.

(3) *Single-family residential through (double frontage) lots.* Any single-family detached or attached residential lot having both its front and rear lot lines abutting a public street, private street, or interstate highway (a double frontage lot) or a corner lot which is adjacent to a double frontage lot shall be required to have a Type C bufferyard along that corresponding rear or side yard lot line. The rear yard and front side yard building setbacks shall be measured from the farthest extent of the bufferyard.

(4) *Adjacent to agricultural land.* A Type A bufferyard is required for a parcel proposed for development when adjoining agricultural land that is not planned for development. At the time of development, unless no bufferyard is required, the adjoining property would also be required to provide the bufferyard required in Table 156.F.004-2, District Bufferyard Standards.

(5) *Along a natural resource feature, park, or recreation area.* Development must meet applicable city codes related to stream/riparian protection.

(6) *Adjacent to public streets.* Refer to the requirements for trees and parking lot screening in § 156.F.003, Development Landscaping.

(E) *Natural area exemption.* A parcel that would typically require bufferyards may be exempt from the requirement to provide bufferyards where the parcel is separated from the adjacent property by a natural area that meets or exceeds the number of plantings required by the applicable bufferyard. Natural areas shall be exempt from the shrub requirement.

(F) *Warranted exceptions of bufferyard requirements.* Should a bufferyard requirement overburden a property by making development impractical, in the sole discretion of the Zoning Administrator, the width of a required buffer may be reduced, and a privacy fence, screen wall, or other measures may be used to mitigate the impact on the property to be buffered.

(G) *Credits for existing landscaping improvements.*

(1) *Generally.* Existing trees, fences, and landscape or retaining walls that meet, in part but not in whole, the bufferyard requirements set out herein, may be counted toward a bufferyard requirement, provided that the trees and landscaping are in good health or the fences or walls are structurally sound.

(2) *Existing landscaping credit.* Credit shall be given for existing trees and landscaping within bufferyards and perimeter yards.

(H) *Relationship to other bufferyard requirements.* Some limited or special uses may have different requirements for bufferyards, as specified in § 156.C.004, Limited Use Standards, and § 156.C.005, Special Use Standards. If bufferyards are required by another section of this Zoning Ordinance along property boundaries that are also district boundaries, then the most restrictive bufferyard requirement is required.

(Ord. 15039, passed 4-11-2022)

§ 156.F.005 SCREENING.

(A) *Generally.* This section provides screening standards, including fences and walls, for the separation of adjoining residential and nonresidential land uses and screening standards for mechanical equipment, outdoor storage, and refuse containers.

(B) *Refuse containers.*

(1) Refuse containers, including dumpsters, shall be screened on all sides by the use of a permanent enclosure, with gates for disposal truck access. The enclosure shall be constructed to visibly screen the receptacle from public view and from adjoining properties. The design of the pedestrian access to the receptacle or dumpster shall be designed to minimize the view into the enclosure.

(2) The enclosure shall be landscaped to minimize the visual impact of the enclosure on surrounding properties and public thoroughfares.

(C) *Mechanical equipment.*

(1) *Overhead utilities.* All electrical lines less than 30,000 volts must be placed underground, unless a utility provider determines that underground utilities are a safety hazard or impractical in which case this requirement may be waived by the Plan and Zoning Commission.

(2) *Ground-mounted.* For all new development or redevelopment, all ground-mounted mechanical equipment, including, but not limited to, air-conditioning condensers, heat pumps, ventilation units, computer cooling equipment, and any other related utility structures and equipment that are visible from any adjacent public thoroughfare shall be visibly screened from public view by the use of one of the following approaches:

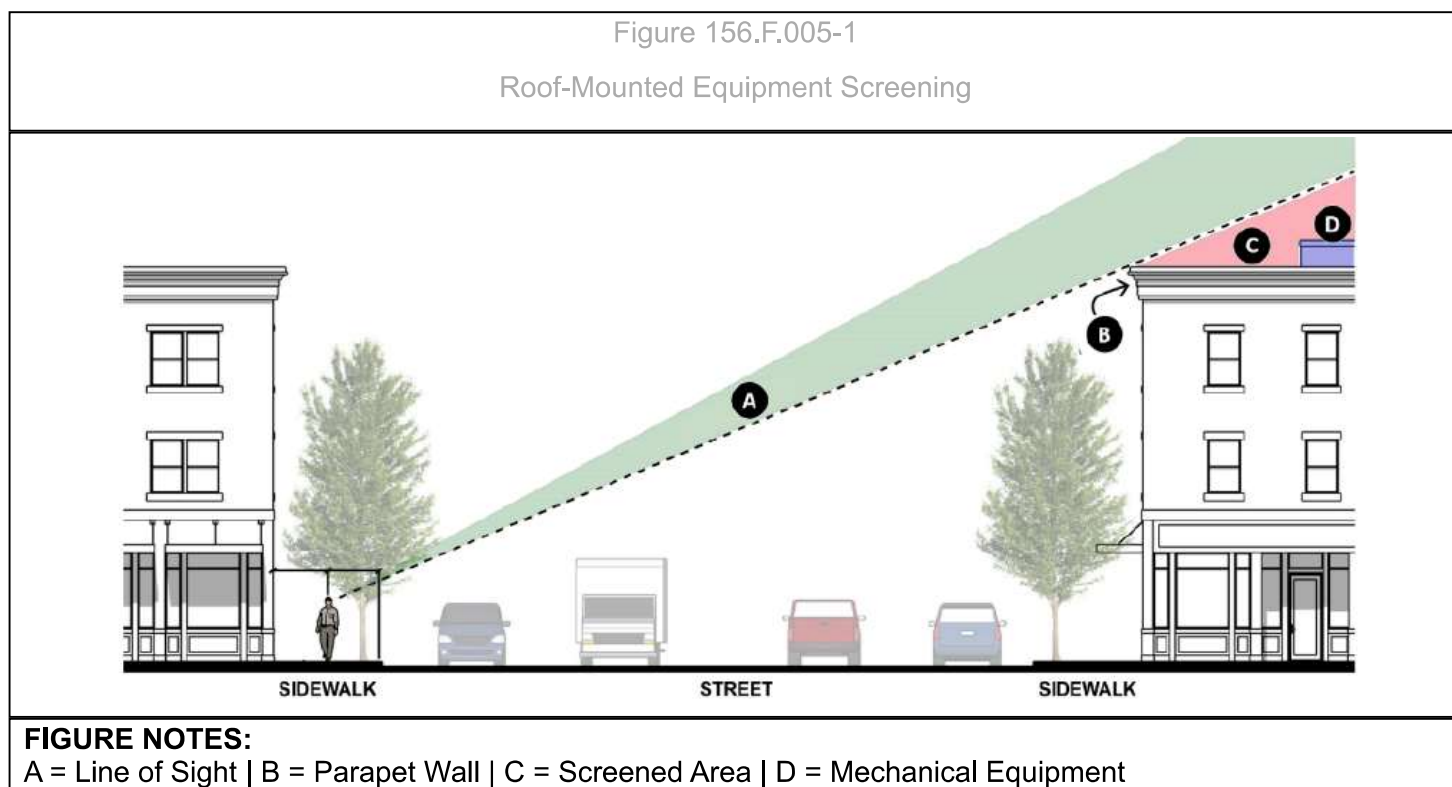
(a) A screening wall built of materials compatible and consistent with the materials of the principal building;

(b) Landscape plantings of predominantly evergreen type trees and shrubs to provide year-round screening;

- (c) Fencing that has at least 80% opacity;
- (d) Permanent earth-berming; or
- (e) A combination of the above.

(3) *Roof-mounted.* Equipment must be 100% screened from ground level views at all property lines by structural improvements such as:

- (a) Parapet walls with cornice treatments;
- (b) Screening walls constructed of materials consistent with the principal building; or
- (c) Sloped-roof systems or other architectural elements.



(4) *Building-mounted.* Mechanical equipment that is within public view must be enclosed, screened by opaque fencing or landscaping, or painted to match the building wall.

(D) *Outdoor storage.* Except for industrial uses that are legally permitted, and uses in the GI district, all outside storage shall be screened from all rights-of-way with a fence or wall at least six feet in height. No outside storage shall be stacked in a way that it becomes visible from the public right-of-way.

(E) *Fences and walls.* The following requirements apply to fences and walls on residential and mixed-use lots and all fences and walls with a height above average grade of 30 inches in nonresidential districts:

(1) *General.*

(a) All fences and walls shall not adversely affect the public health, safety, and welfare of the city and shall conform to all applicable building code requirements.

(b) Special fence requirements such as fencing provided around parks, recreation, and school facilities may be erected to a height in excess of the above limits upon approval of the Zoning Administrator.

(c) All required screening walls shall be equally finished on both sides of the wall.

(2) *Height.* The maximum height of a fence or wall:

- (a) Within a visibility triangle shall be two feet (See Subsection 156.B.008.a, Measurements);

- (b) Shall be six feet in all residential and mixed-use districts;
- (c) Shall be eight feet in nonresidential districts;
- (d) Shall be ten feet in the GI district East of 18th Avenue;
- (e) Within a required front or corner side yard setback shall be four feet;

(3) *Sight distance.* No fence, wall, shrubbery, earthen berm, sign, or other obstruction to vision shall be permitted which serves to obstruct vision between a height of two feet and six feet, six inches on any corner lot within a triangle of 20 feet formed by intersecting street right-of-way lines.

(4) *Materials.*

(a) Non-residential and mixed-use districts. Fence and wall exterior materials and design shall be similar or complementary to the materials and design of the primary structure.

(b) *Allowed materials.* Materials used for fences and walls shall be durable, and of a character commonly used in residential applications, including:

1. Weather-resistant or finished (painted or stained and sealed) wood;
2. Ornamental wrought iron or powder-coated aluminum (except on fences/walls that are used for required screening purposes);
3. Cement fiberboard;
4. Vinyl;
5. Finished bamboo (stained and sealed);
6. Chain link with a top rail support;
7. Split rail with treated wood;
8. Masonry (brick, stucco-finished concrete, split face concrete masonry units, or stone), but not unfinished concrete block; or
9. Combinations of these materials.
10. Wood, as long as any part of the fence contacts concrete or the ground is treated with preservatives approved by the U.S. Environmental Protection Agency (EPA) or is naturally resistant to decay, such as cedar or redwood. Fasteners and hardware used with treated or decay-resistant wood shall be hot-dipped galvanized, stainless steel, or coated per manufacturers standards for use with such woods.

(c) *Limited materials.*

1. Used or reclaimed wood or other materials may be used provided they are in good condition and can be reasonably expected to last as long as new materials;
2. Wire mesh fence may be permitted to enclose tennis courts and game and recreation areas on public land and residential lots; or
3. Side or rear yard garden plots may use green garden fence, woven wire or chicken wire; provided, it does not exceed five feet in height using steel posts not exceeding five feet in height.
4. In the GI district, barbed wire cradles facing inward toward the property may be placed on top of fences enclosing public utility buildings or wherever the Zoning Administrator finds that such is necessary to address security interest so long as the extension is no more than one foot.

(d) *Prohibited materials.* The following materials are not allowed as fence or wall components:

1. Salvaged material or materials not specifically manufactured for fencing, including but not limited to complete or partial pallets, PVC pipe, scrap lumber, plywood, tree branches, tree trunks, sheet metal, trash, tires, junk, entry or garage doors, utility poles, landscape timbers, plastic or fiberglass sheets, spikes, nails, and razors.

2. An electric, razor wire, barbed (except in the GI district, see limitations above in division (E)(4)(c)4.), chicken, woven, snow (except from November 1 through March 31), plastic safety, concrete block, or grapestake fence.

3. Agricultural fence products such as creosote posts, steel posts, wire panels, field fence, high tensile wire, tube gates and similar materials;

4. A fence composed solely of fence posts;

5. Any incomplete fence consisting only of posts and supporting members;

6. Any fence or wall material the Zoning Administrator determines that such structure creates a hazard to users of the street, sidewalk, or to nearby property.

(e) *Fence and wall orientation and maintenance.*

1. *Maintenance.* Fences and walls shall be maintained in an upright position (not more than five degrees from vertical orientation), and in good condition (e.g., free of rust, peeling paint or coatings, missing or broken pickets, wood rot, and graffiti).

2. *Orientation.* The finished side of all fences shall face out toward neighboring property or adjacent rights-of-way. Where fences are located on the property line of residential property, the finished side of the fence shall face the yard that does not belong to the applicant, unless the applicant provides to the city written consent of the abutting property owner.

(F) *Obstructions.*

(1) No fence, screen, wall, or another visual barrier shall be located or placed to obstruct the vision of a motor vehicle driver approaching within 30 feet of any street intersection.

(2) Where an alley intersects a street, no visual barrier taller than 30 inches may be placed within a sight visibility triangle.

(G) *Residential district maximums.* In the following residential districts (AG, RR, RL, RM, RH) or along the boundary between a residential and nonresidential district, the following standards apply:

(1) *Rear and side yards.* No fence or wall shall exceed a height of six feet above grade.

(2) *Front yard.*

(a) The maximum height of a fence or wall shall not exceed four feet.

(b) Fences in the manufactured home parks shall not exceed a height of four feet.

(3) *Corner lot.* Where a corner lot is platted with two front yards, and a house is constructed facing one of the front yards, the second front yard shall also be deemed to be a front yard.

(H) *Nonresidential and multiple-family uses.*

(1) *Contiguous to residential.* Where a multiple-family or nonresidential use is contiguous to an AG, RL, or RM district, a solid wall, fence or opaque landscape screen of not less than six nor more than eight feet in height shall be erected on or near the property line separating these districts.

(2) *Screening dumpsters and storage facilities.* Any lot in a commercial or industrial district, with the exception of the UC and MU districts, abutting any residential district shall be required to have adequate screening of dumpsters and storage facilities.

(3) *Adjacent to public street.* When a side or rear yard of a multiple-family, civic, institutional, commercial, industrial, or mixed-use is adjacent to a public street, a solid wall, fence, or opaque landscape screen of not less than six nor more than eight feet in height shall be erected.

(I) *Exceptions to screening requirements.* Screening requirements may be waived by the Zoning Administrator if an opaque screening of equivalent height or greater exists immediately abutting, and on the opposite side of the lot line.

(Ord. 15039, passed 4-11-2022)

§ 156.F.006 INSTALLATION AND MAINTENANCE.

(A) *Generally.* The following provisions aid in ensuring that all required landscaping is installed and maintained and properly.

(B) *Installation standards.*

(1) *National standards.* All landscaping and all plant materials shall be true to name, variety, and size and shall conform to all applicable provisions of the American Standards for Nursery Stock, latest edition as published by the American Horticulture Industry Association.

(2) *Installation.* Any required landscaping shall be in place at the time an occupancy permit is approved. Should completion of landscaping be delayed because of the season of the year, a temporary occupancy permit may be issued if the developer posts a bond or other acceptable guarantee in the amount of the landscaping as completed.

(3) *Plant size requirement.* All installed plant material shall be sized according to Table 156.F.002-2, Minimum Plant Sizes and Varieties, unless otherwise noted in this article.

(4) *Tree topping.* Unless a tree is interfering with an overhead power line, no trees may be topped if the limbs are three inches in diameter or greater.

(5) *Nursery stock.* Trees and shrubs planted pursuant to this article shall be good, healthy nursery stock.

(6) *Soil.* Landscaped areas associated with new development shall be prepared to achieve a soil depth of at least six inches with the depth consisting of a soil mix of compost and organic matter to reduce the need for fertilizers and increase water retention.

(7) *Planters.* Architectural planters may be permitted in the UC, Urban Core zoning district and for infill development sites less than 6,000 square feet in area.

(8) *Visual clearance.* In addition to observing the sight triangle established in § 156.B.008, Measurements and Allowances, the branches of a tree in a landscape island shall maintain a minimum of five feet of clearance from the surface of the vehicle use area.

(C) *Maintenance standards.*

(1) *Generally.* Maintenance and care of landscaping on mixed-use and nonresidential properties shall be according to the most current ANSI A300 Standards for Tree Care Operations.

(2) *Conformance.* All landscaping, buffering, and screening shall be maintained at all times to conform to the regulations established in this article. Landscaping, which is not maintained in a manner consistent with this article shall be subject to the penalties established in § 156.L.003, Judicial Remedies.

(3) *Stormwater drainage.*

(a) Any landowner shall be deemed exclusively responsible for developing and implementing a plan to address stormwater drainage, which shall be submitted to the city as a part of the site plan.

(b) The city shall not be responsible for any deficiencies which may later be determined to exist under the stormwater management plan.

(c) The city shall undertake no corrective duties or actions concerning any said deficiencies pertaining to stormwater drainage and landscape maintenance.

(4) *Other maintenance standards.* In other areas, maintenance and care shall meet the following standards:

(a) Landscape areas, including abutting landscaped portions of public rights-of-way, shall be pruned as needed to present a healthy, neat, and orderly appearance at all times.

(b) All landscaped areas shall be irrigated as needed to ensure continuous healthy growth and development. Maintenance shall include the removal and replacement of dead, dying, or diseased plant material.

(c) Trees extending over a street shall be kept pruned so as to not interfere with street traffic.

(5) *Tree removal.* Nothing in this section shall require any application or permit from any public utility provider prior to removing a tree whenever it has determined the tree poses a hazard, or interferes with restoration or continuation of utility services.

(Ord. 15039, passed 4-11-2022)



**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: Clayton Ender, Assistant Director, Housing & Community Development
Meeting Date: July 28, 2025
Re: Update Regarding 2025 Property Maintenance Code Project

Strategic Plan Objective:

Recommended:

Budget Impact:

Description/Background:

Since April, city staff have diligently been working on the enforcement of the city's property maintenance code. To-date, 114 notices of violation have been mailed. This represents ~60.0% of the original list of properties identified as needing property maintenance work completed. The current status of the open cases is as follows:

- 28 properties (~24.6%) have been confirmed as completed.
- 86 properties (~75.6%) remain in progress.

General observations by staff have been positive, with the majority of property owners receiving notices of violation either completing work or making the necessary arrangements with city staff for an agreed-upon work timeframe. There have been ~15 properties referred to the city attorney for processing of municipal infractions as a result of no communication with city staff and no work commencing within the required compliance timeframe. Staff have observed that property owners that did not previously communicate with city staff began communication and making arrangements to complete work upon being served notice of court appearances. There have been several cases in which the city has dismissed the court case since the property owner completed the required work following being served. The goal of the city remains compliance with basic property maintenance standards, provided arrangements to complete work are made with city staff and work completed as agreed upon staff's intent would be to dismiss any court cases.

The purpose of this update is simply to advise the city council and the mayor of the current status of enforcement.

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: Carol Webb, City Administrator
Meeting Date: July 28, 2025
Re: Request by TIG Distributing, Inc. for a Tax Increment Financing (TIF) Incentive for Business Expansion

Strategic Plan Objective:

Expand and improve development in the community

Recommended:

Staff recommends that the City Council consider a formal resolution of support referencing the TIF commitment for the business expansion of TIG Distributing, Inc., and directing staff to initiate drafting a development agreement.

Budget Impact:

The TIF rebate requested is an amount not to exceed \$1.65 million over ten years, a portion of which would be future City property tax revenue if the project proceeded without TIF assistance.

Description/Background:

Background

TIG Distributing, Inc., headquartered in Marshalltown and a local business since 1991, is proposing a significant expansion of its existing facility located at 1702 Rex Ryden Road. The proposed development includes a \$12 million investment in a 90,000-square-foot building expansion and \$3 million in new equipment and machinery, totaling an estimated \$15 million investment. This project will create approximately 50 new jobs, including both new hires and relocations from Des Moines.

To support this major investment and assist TIG in addressing a financing gap, the City is being asked to consider a Tax Increment Financing (TIF) incentive as part of a development agreement.

Proposed Incentive Terms

The proposed incentive includes a 10-year sliding scale tax rebate paid from the incremental

taxes generated by the development property:

- Years 1–6: 90% rebate
- Years 7–10: 80% rebate

The minimum assessment will be \$9.557 million, and the total incentive will not exceed \$1.65 million.

The planned project qualifies for TIF as it accomplishes the following:

- Improves the overall economic conditions in Marshalltown through new employment opportunities and economic growth
- Increases the taxable valuation of the site with a significant financial investment from the developer

Urban Renewal Area

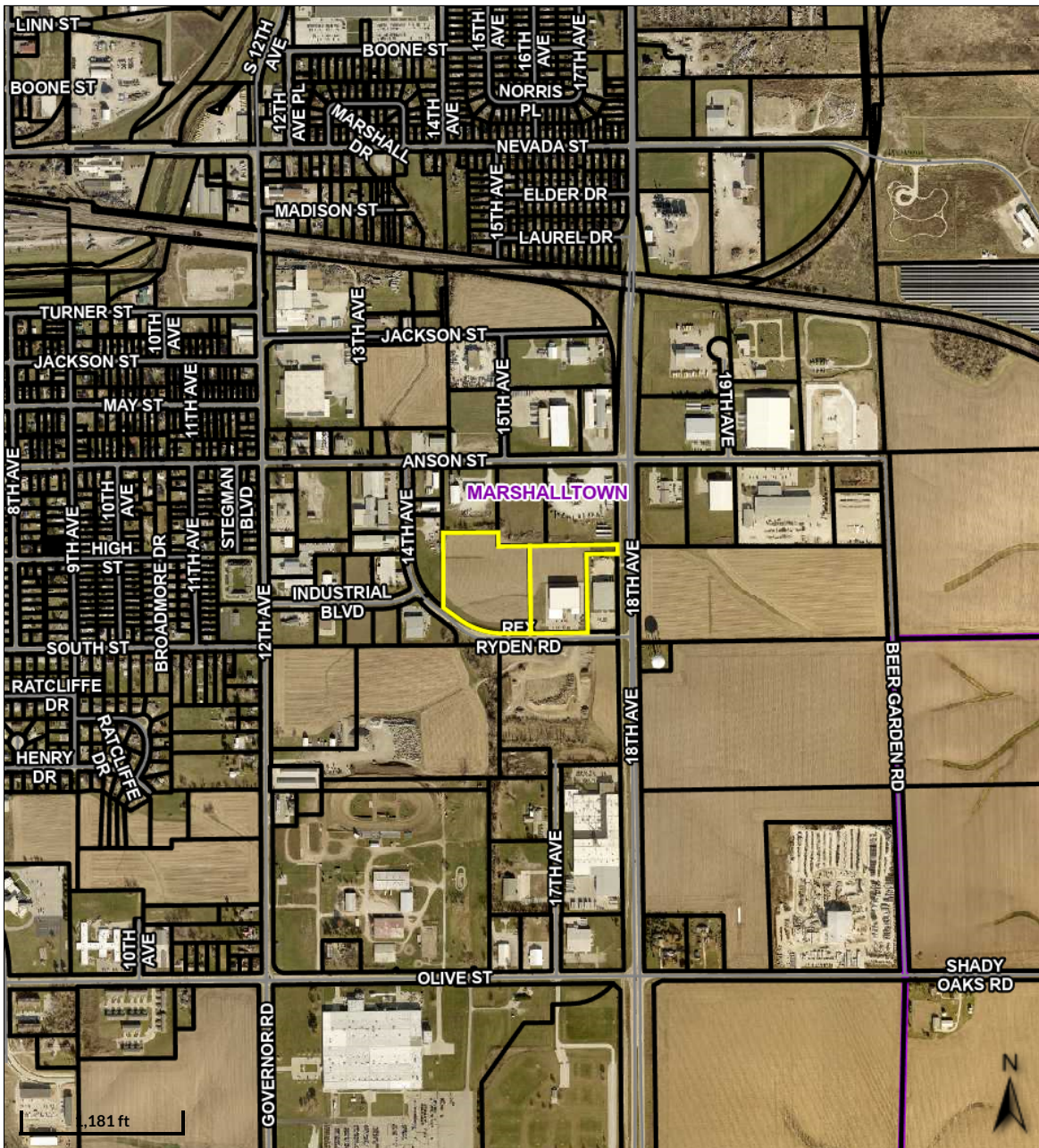
This project is located in Urban Renewal Area No. 2, and the rebate will be paid solely from the taxes generated by the development property.

Next Steps

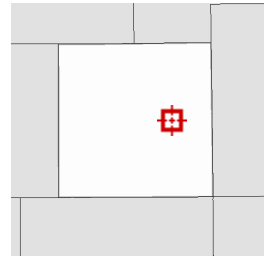
TIG Distributing Inc.'s proposed expansion relies in part on City TIF assistance. Should the Council support this TIF request, staff will bring forward a resolution of support stating the TIF assistance proposal and directing city staff to engage legal counsel in drafting a development agreement.

Attachments:

1. Site Map



Overview

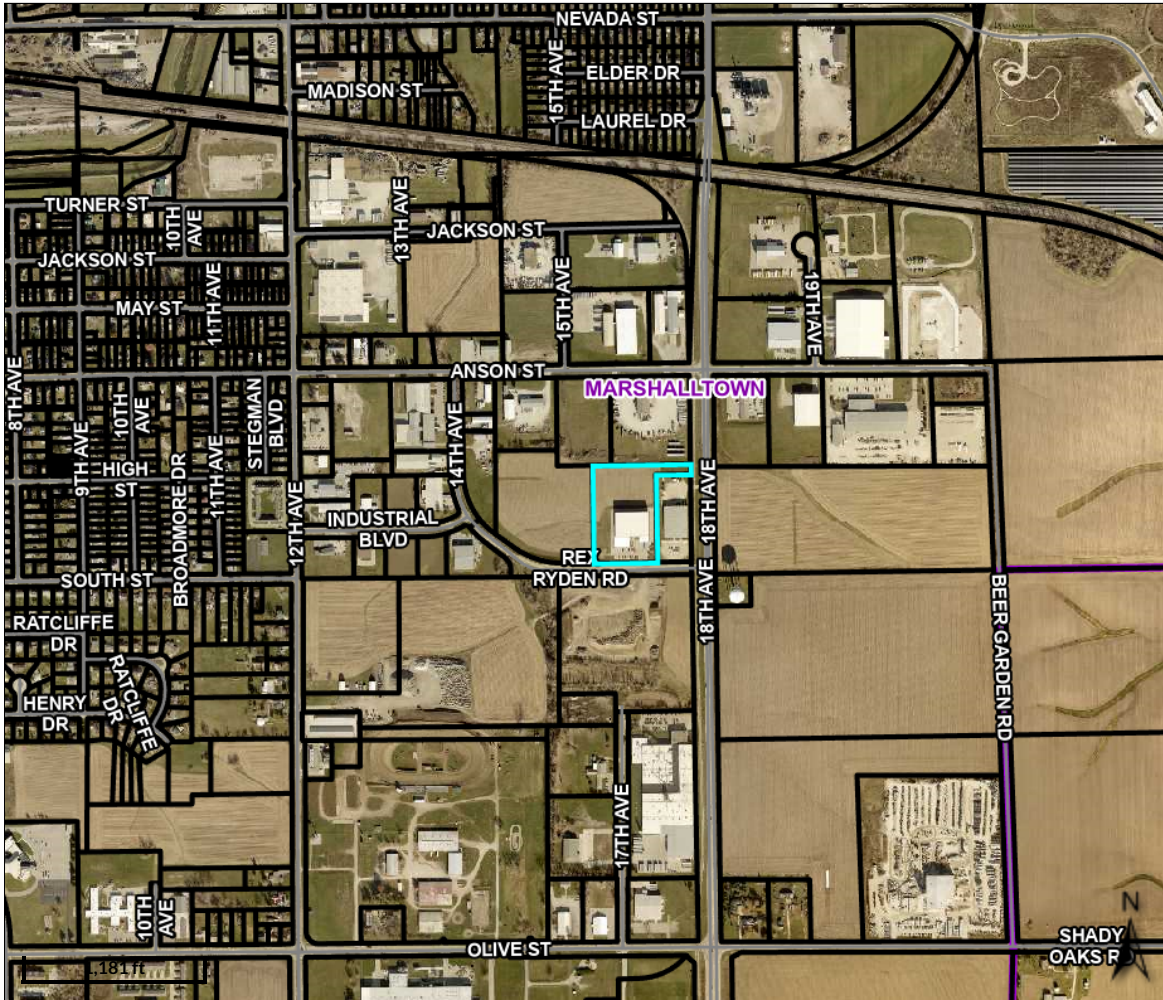


Legend

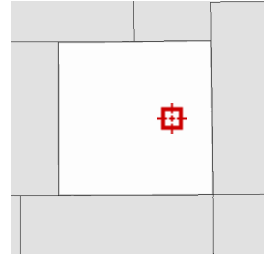
-  Parcels
-  Corporate Limits
-  Roads
- Major Highways**
 -  U.S. Hwy 30
 -  Hwy 330
 -  State Paved

Date created: 7/23/2025
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Overview



Legend

- Parcels
- Corporate Limits
- Roads
- Major Highways**
 - U.S. Hwy 30
 - Hwy 330
 - State Paved

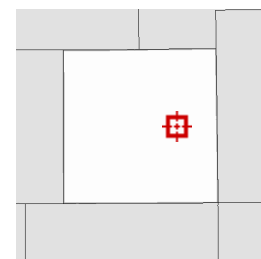
Parcel ID	8418-36-477-005	Alternate ID	n/a	Owner Address	EXODUS GROUP INVESTMENTS LLC 4200 UNIVERSITY AVE STE 410 WEST DES MOINES, IA 50266	Last 2 Sales Date	2/25/2022	Price	\$1750000	Reason	Sale of two or more parcels with different statutory classifications	Qual	U
Sec/Twp/Rng	--												
Property Address	1702 REX RYDEN RD MARSHALLTOWN	Class	COMMERCIAL										
		Acreage	n/a										
							7/1/2015	\$126500		Normal			Q
District	640228-Mtown City/Mtown/Mtown												
Brief	LOT 1												
Tax Description													

(Note: Not to be used on legal documents)

Date created: 7/23/2025

Last Data Uploaded: 7/23/2025 5:06:23 AM

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GEOSPATIAL



 Parcels
 Corporate Limits
 Roads
Major Highways
 U.S. Hwy 30
 Hwy 330
 State Paved

Date created: 7/23/2025
Last Data Uploaded: 7/23/2025 5:06:23 AM

Developed by



**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, Diana Steiner, Finance Director
Meeting Date: July 28, 2025
Re: Fiscal Year 2027 Budget Discussions

Strategic Plan Objective:

N/A

Recommended:

Staff recommends utilizing the approach as outlined.

Budget Impact:

There is not a direct financial impact associated with the proposed budget discussions.

Description/Background:

Background

During the FY 2025/2026 budgeting process, City Council expressed interest in starting budget discussions earlier in the fiscal year to provide more thoughtful input and deliberation, to address the ongoing transfers from LOST to make the General Fund whole (\$1,076,145 was transferred in the FY26 budget), and to prepare for possible legislative changes revising the Iowa property tax formula.

In response, staff have developed a review schedule and a standardized format for department presentations related to General Fund functions. This approach will allow for more detailed conversations regarding service levels, cost drivers, and potential opportunities for efficiencies or changes in service delivery.

Review Approach

Each department responsible for a General Fund function will submit a summary memo and budget comparison report in advance of the scheduled Council discussion. These memos will help provide context for the budget and identify key decision points.

Each memo will generally include the following components:

- Function Overview – Description of the service area, programs, and service delivery

model.

- Historical Expenditures – Summary of recent expenditure trends.
- Cost Drivers – Identification of key factors driving budget increases or changes.
- Efficiency Opportunities – Potential ways to reduce expenditures, share services, or adjust service levels.
- Fee for Service Opportunities – Identification of areas where cost recovery or new revenue streams may be applicable.
- Future Considerations – Notes on anticipated challenges or investments needed in the next 3–5 years.

A sample memo and budget comparison report are attached.

Review Schedule

The following schedule has been developed to guide review throughout the fall:

- July 28: Overview of Budget Discussions and Approach
- August 11: Contracted Work and Financial Commitments to Outside Agencies
- August 25: General Government (Includes: Mayor, Council, City Administrator, Cable TV, IT, City Clerk, Finance, HR, Elections, Legal Services, City Hall & General Buildings, Carnegie Building)
- September 8: Public Safety (Includes: Police, Fire, Building Inspections, Rental Inspections, Code Enforcement, Parking)
- September 22: Community and Economic Development (Includes: Planning and Zoning)
- October 13: Culture and Recreation (Includes: Parks and Recreation functions, Library)
- October 27: General Fund Public Works Functions and RUT Transfers

Request for Feedback

We are seeking Council feedback on the proposed approach to ensure it meets your expectations and provides the necessary level of detail and structure. If there are additional topics, departments, or types of analysis you'd like included, or if you prefer a different format for the memos or discussions, please let us know.

Next Steps

Staff will prepare and distribute the information as outlined in the schedule for Council discussion. This process is intended to support transparent decision-making and lay the foundation for budget priorities ahead of formal adoption next spring.

Attachments:

1. Council Memo - City Administrator Budget
2. Budget Comparison Report

TO: Mayor and City Council
FROM: Carol Webb, City Administrator
DATE:
RE: City Administrator Budget Review

Executive Summary

The City Administrator's budget is primarily driven by personnel and benefits, with occasional one-time expenditures (moving, term payouts, tech upgrades) and professional services. Over time, the budget has shown effective cost control. Opportunities exist to further optimize through travel and consulting reviews.

Historical Expenditure Trends

Fiscal Year	Actual Expenditures	Budgeted
2023–2024	\$209,384.16	\$268,283
2024–2025	\$220,715.92	\$238,310
2025–2026	\$7,456.21 (YTD)	\$229,317

Main Cost Drivers

- Personnel compensation (salary, benefits, IPERS, etc.) is the primary cost driver in the City Administrator Budget.
- Consulting & Professional Fees spiked in FY25 due to an outside contractor for City Administration. This was reduced to \$10,000 in FY26 due to hiring of a permanent City Administrator.
- Due to turnover in the City Administrator position, the moving reimbursement peaked in FY24 at \$18,316 (relocation expenses), decreased to \$7,000 in FY25, and was eliminated in FY26.
- Conferences, hotel, airfare, per diem are generally steady (~\$4,500/year).
- FY25 saw increases in office equipment (e.g., \$2,500 for furniture, \$774 for computers), which are significantly reduced or removed in FY26. This was due to office reconfiguration for the new City Administrator

Efficiency or Elimination Opportunities

CITY COUNCIL

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



- **One-Time or Legacy Costs:** Term Payouts (FY24) and Moving Reimbursements can be tracked to ensure they remain one-off items. We can evaluate the need for future equipment purchases, now that recent upgrades have occurred.
- **Travel Budgeting.** We can analyze travel usage across years; since actuals often come in under budget, reducing these line items could offer modest savings.

Fee-for-Service Opportunities

There are limited fee for service opportunities in the City Administrator budget.

CITY COUNCIL

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



Account Number		2023-2024 Total Activity	2024-2025 Total Activity	2024-2025 Total Budget	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%
					2025-2026 FY26 Dept Req	2026-2027 FY27 Dept Request	Increase / (Decrease)	
Fund: 001 - GENERAL FUND								
Function: 6012 - City Administrator/Manager								
Revenue								
001.6012.4875.000	REFND/REIMB: C.A.	15.61	51.57	52.00	0.00	0.00	0.00	0.00%
Total Revenue:		15.61	51.57	52.00	0.00	0.00	0.00	0.00%
Expense								
001.6012.5010.010	REGULAR-NON UNION	69,641.40	111,375.07	123,750.00	154,288.00	154,288.00	0.00	0.00%
001.6012.5057.010	CAR REIMB-NON UNION	1,350.05	2,769.38	3,600.00	3,600.00	3,600.00	0.00	0.00%
001.6012.5060.010	TERM PAYOUTS-NON UNION	65,318.40	0.00	0.00	0.00	0.00	0.00	0.00%
001.6012.5101.010	SOCIAL SECURITY-NON UNION	7,364.79	7,272.82	7,080.00	8,063.00	8,063.00	0.00	0.00%
001.6012.5102.010	MEDICARE-NON UNION	2,053.97	1,701.04	1,847.00	2,289.00	2,289.00	0.00	0.00%
001.6012.5111.010	IPERS-NON UNION	6,397.30	10,513.91	12,022.00	14,905.00	14,905.00	0.00	0.00%
001.6012.5112.010	ICMA-NON UNION	0.00	3,723.85	3,713.00	4,629.00	4,629.00	0.00	0.00%
001.6012.5121.010	GRP INSUR-NON UNION	5,371.11	12,814.13	17,382.00	20,454.00	20,454.00	0.00	0.00%
001.6012.5123.010	WORKCOMP-NON UNION	230.23	176.83	192.00	239.00	239.00	0.00	0.00%
001.6012.5192.000	UNEMPLOYMENT-NON UNION	0.00	353.60	0.00	0.00	0.00	0.00	0.00%
001.6012.5198.000	EMPLOYEE RECOGNITION	0.00	1,258.97	0.00	0.00	0.00	0.00	0.00%
001.6012.5230.000	CONSULTING & PROF FEES	36,412.50	42,796.00	50,000.00	10,000.00	10,000.00	0.00	0.00%
001.6012.5280.000	DUES, MEMBER, SUBSCRIPTN	1,614.00	1,800.00	1,750.00	1,750.00	1,750.00	0.00	0.00%
001.6012.5290.000	INSURANCE - GENERAL	0.00	76.00	0.00	0.00	0.00	0.00	0.00%
001.6012.5300.000	INSURANCE - TORT LIAB	909.03	907.00	1,000.00	1,100.00	1,100.00	0.00	0.00%
001.6012.5342.000	CONTRACT-OUTSIDE HELP	10.00	0.00	0.00	0.00	0.00	0.00	0.00%
001.6012.5450.000	TELEPHONE/OTHR COMMNCT	1,000.92	735.82	1,000.00	1,000.00	1,000.00	0.00	0.00%
001.6012.5460.000	CONFERENCE EXPENSE	330.00	1,727.95	2,000.00	2,000.00	2,000.00	0.00	0.00%
001.6012.5461.000	TRAVEL-AIRFARE	388.40	100.00	500.00	500.00	500.00	0.00	0.00%
001.6012.5462.000	TRAVEL-OTHER	4.74	0.00	0.00	0.00	0.00	0.00	0.00%
001.6012.5463.000	TRAVEL-MOVING REIMBRSMT	8,316.00	6,949.50	7,000.00	0.00	0.00	0.00	0.00%
001.6012.5464.000	TRAVEL-PER DIEM	0.00	300.02	0.00	500.00	500.00	0.00	0.00%
001.6012.5465.000	TRAVEL - HOTEL/MOTEL	1,491.12	1,554.65	1,500.00	1,500.00	1,500.00	0.00	0.00%
001.6012.5470.000	TRAINING	0.00	1,049.99	0.00	0.00	0.00	0.00	0.00%
001.6012.5472.000	MILEAGE REIBURSE	0.00	134.00	200.00	0.00	0.00	0.00	0.00%
001.6012.5475.000	RECRUITING EXPENSES	611.48	0.00	0.00	0.00	0.00	0.00	0.00%
001.6012.5600.000	OPERATING SUPPLIES	188.30	69.52	250.00	500.00	500.00	0.00	0.00%

Note: Wages still
need updated for FY27

Note: Wages still need updated for FY27

Budget Comparison Report

					Comparison 1	Comparison 1		
		2023-2024	2024-2025	2024-2025	Parent Budget	Budget	to Parent	%
Account Number		Total Activity	Total Activity	Total Budget	2025-2026	2026-2027	Budget	
					FY26 Dept Req	FY27 Dept Request	Increase / (Decrease)	
001.6012.5605.000	OFFICE SUPPLIES	52.42	86.54	250.00	500.00	500.00	0.00	0.00%
001.6012.5702.000	MINOR OFFICE FURN/EQUIP	0.00	2,069.08	2,500.00	1,200.00	1,200.00	0.00	0.00%
001.6012.5703.000	MINOR COMPUTER	328.00	774.00	774.00	300.00	300.00	0.00	0.00%
Total Expense:		209,384.16	213,089.67	238,310.00	229,317.00	229,317.00	0.00	0.00%
Total Function: 6012 - City Administrator/Manager:		-209,368.55	-213,038.10	-238,258.00	-229,317.00	-229,317.00	0.00	0.00%
Total Fund: 001 - GENERAL FUND:		-209,368.55	-213,038.10	-238,258.00	-229,317.00	-229,317.00	0.00	0.00%
Report Total:		-209,368.55	-213,038.10	-238,258.00	-229,317.00	-229,317.00	0.00	0.00%



**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 28, 2025
Re: Discussion Regarding Changes to West End Park Phase II

Strategic Plan Objective:

Goal 1: Enhance Marshalltown's Public Image

Goal 4: Partner with citizens, for profit, non-profit and others to improve quality of life

Recommended:

City staff recommend collaborating with Marshalltown Community School District (MCSD) to install a trail and bridge connecting Franklin School and Franklin Field to 13th Street through West End Park.

Budget Impact:

The current allocated budget for West End Park Phase II is \$600,000.00. Phase II plans originally included the installation of a new parking lot along 14th Street and a restroom building. City staff estimate the installation of an 8-foot glow trail and a trail-width bridge will be \$617,595.00. Staff is committed to seeking additional funding sources to collaborate with MCSD on this portion of Phase II, and plan to allocate future bond proceeds to accomplish parking lot and restroom installation.

Description/Background:

An opportunity has arisen from MCSD's need to install a trail width sidewalk as part of the Franklin Field Renovation Project. MCSD has been exploring the installation of a Glow Trail that could connect Franklin School and Franklin Field to 13th Street. A portion of this trail is routed on City property through West End Park and would require that the City of Marshalltown commit to continuing the trail through West End Park and installing a new bridge. This collaboration with MCSD would meet two of our Council strategic goals, expand walkable access to parking in the 13th Street District, address commitments in our Arts and Culture Master Plan, and assist with providing additional safe routes to school. This trail expansion is one piece of an overall preliminary plan to connect the 13th Street District to Miller Middle School and Iowa River's Edge Trail via 13th and Boone Streets.

Staff would like to gather input from key stakeholders to determine priorities for the remainder

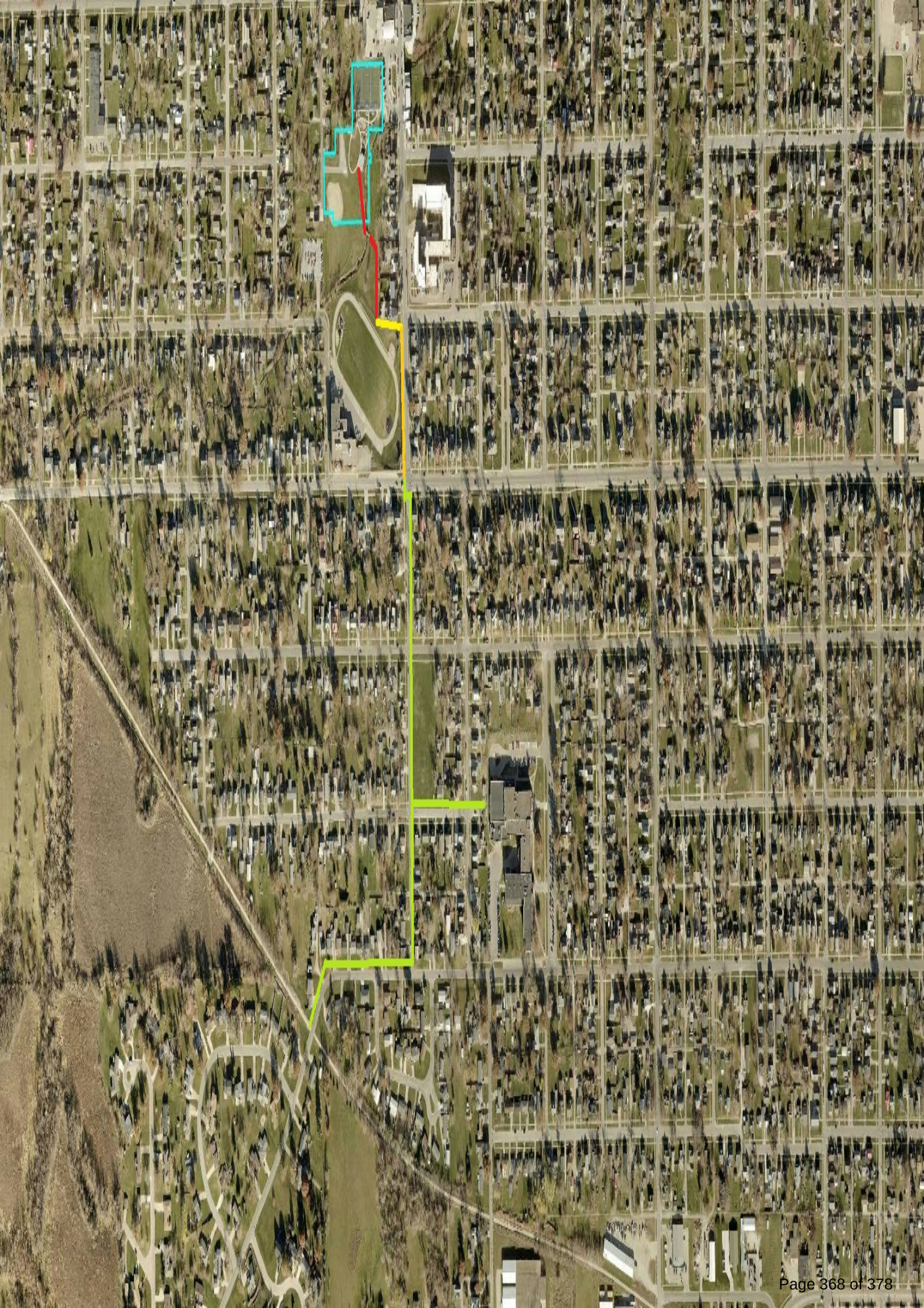
of West End Phase II and explore allocating future bond proceeds to continue development in West End Park.

Attachments:

1. Cost Estimate: West End Park Phase II Trail and Bridge
2. Preliminary Trail Plan West End Park-Miller-IRET
3. West End Park Phase II Presentation

West End Park Phase II Cost Estimate

Item	Description	Price Ea.	Cost	Note
Trail Concrete	375 linear ft.	\$136.00	\$51,000.00	3,000 sq. ft.
Glow Stones	188 lbs.	\$45.00	\$16,875.00	High Coverage
Bridge			\$400,000.00	Removal, Abutments, Bridge, Installation Seeding and Mobilization
	Sub-Total		\$467,875.00	
		32%	\$149,720.00	Engineering, Construction and Contingency
	Total		\$617,595.00	



West End Park Phase II

Collaborating with Marshalltown Community School District
Trail Expansion and Bridge Installation



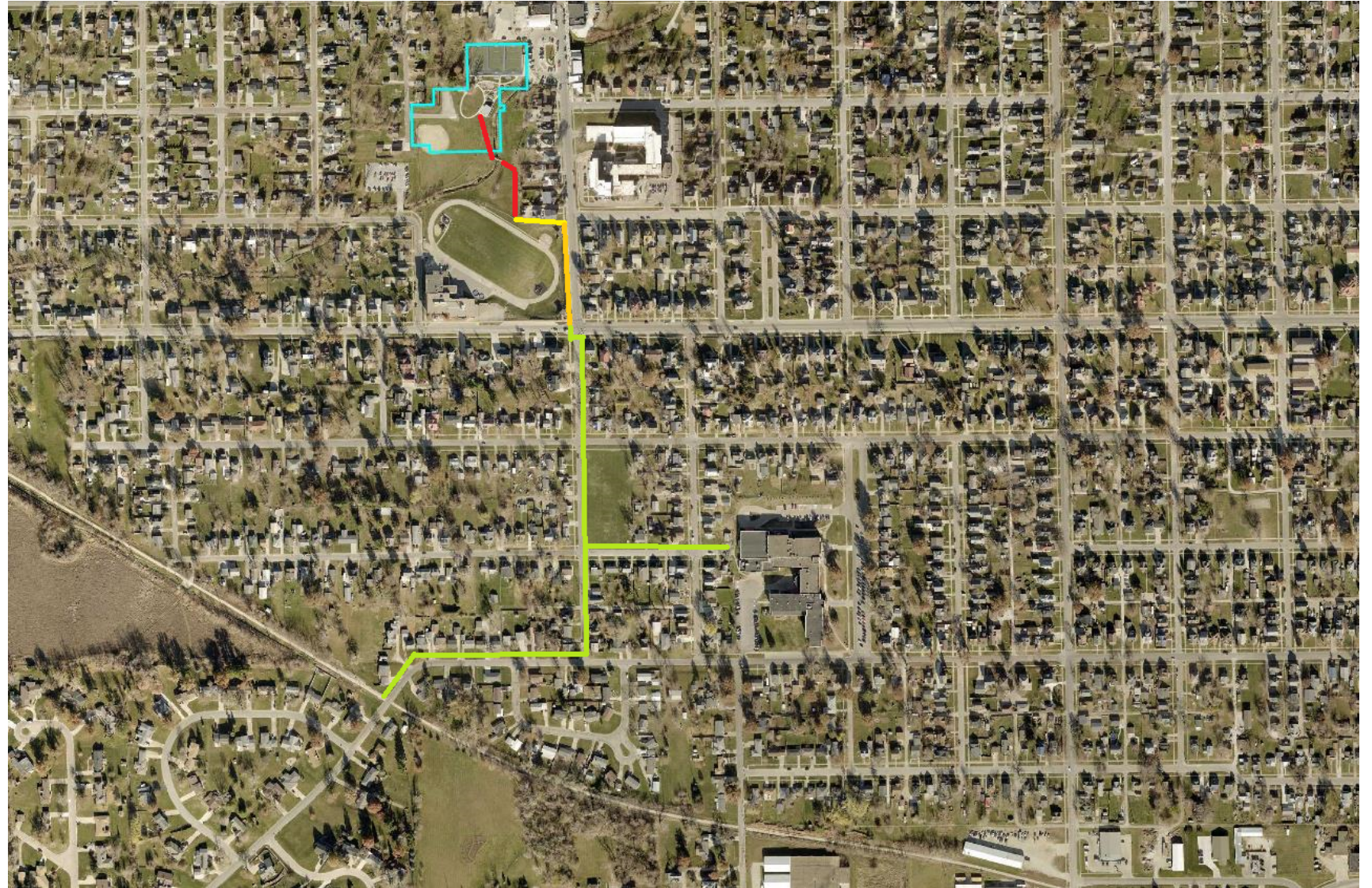
West End Park, Franklin Field and Future Connectivity

Red: Proposed Glow Trail Expansion
in West End Park Phase II

Yellow: Proposed MCSD Glow Trail

Orange: Proposed MCSD Trail

Green: Preliminary Plan for Future
Connectivity to Miller Middle School
and Iowa River's Edge Trail



Glow Aggregate

20+ Year Life Span

2 Glow Trails in Iowa: Ankeny and Vinton

Placemaking: Revitalize over
Restore, Build Bridges, Elevate
Youth, Heritage of Innovation



Cost Estimate

West End Park Phase II Cost Estimate			
Item	Description	Cost	Note
Trail Concrete	375 linear ft.	\$51,000.00	3,000 sq. ft.
Glow Stones	188 lbs.	\$16,875.00	High Coverage
Bridge		\$400,000	Comprehensive
Sub Total		\$467,875.00	
Engineering, Construction Contingency		\$149,720.00	32%
Total		\$617,595.00	



**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: Clayton Ender, Assistant Director, Housing & Community Development
Meeting Date: July 28, 2025
Re: Request by Marshalltown Company to Vacate E Linn Street Between S 8th Avenue and the Railroad Tracks

Strategic Plan Objective:

Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.

Recommended:

Staff recommends proceeding with the vacation of E Linn Street Right-of-Way between S 8th Avenue and the Railroad Tracks.

Budget Impact:

Marshalltown Company would be required to pay to the city ~\$3,628.57 (\$6,499.20 per acre). The final amount to be confirmed based on final area calculation.

Description/Background:

Marshalltown Company is working towards expansion of the factory and distribution facility at 104 S 8th Avenue. As part of this project, the company is requesting the city to vacate a portion of E Linn Street which is located east of S 8th Avenue up to the railroad tracks. The area to be vacated is approximately 0.56 acres in size, but final area confirmation remains underway.

Pursuant to the city's policy on disposal of excess real estate, the receiver of the vacated real estate (Marshalltown Company in this case) would be required to pay to the city the fair value for the property. For parcels larger than 0.25 acres the fair value is calculated as the average land values of adjacent parcels. A reduction factor of 80% would be applied to parcels that would be required to maintain an easement for utilities, are unsuitable for building a structure, or other circumstances which reduce the value and use of the land. In this specific case, the vacated ROW would need to maintain utility easements and would be constructed to include stormwater management facilities. As a result of these encumbrances that would remain in the area, an 80% reduction is being applied to this proposal. The following table outlines the land value for adjacent parcels as well as average costs, reduction price, and final purchase price.

PARCEL #	2025 ASSESSED LAND	ACRES	LAND VALUE PER
-----------------	---------------------------	--------------	-----------------------

	VALUE			ACRE	
8418-36-108-015	\$	270,210.00	12.41	\$	21,773.57
8418-36-109-001	\$	5,400.00	0.25	\$	21,600.00
8418-36-109-002	\$	32,400.00	0.5	\$	64,800.00
8418-36-109-003	\$	54,090.00	2.48	\$	21,810.48
Average Value Per Acre				\$	32,496.01
20% Value Per Acre				\$	6,499.20
Right-of-Way Parcel	\$3,628.57 (Utilizing 20%		0.55831		
	Value Per Acre to Calculate)				

*NOTE: Final area and purchase price are in the process of being confirmed. There may be minor variation based on this final review, but the final value is estimated to be approximately that which is shown in the table above.

Attachments:

1. Aerial Vicinity Map

Aerial Vicinity Map

Red = Approximate Area of Roadway to be Vacated (~0.56 acres)





**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:
Meeting Date: July 28, 2025
Re: Request by Dennis Olson to Vacate Parcel 8418-36-402-010, a Parcel Located Along Jackson Street Near the Intersection With S 13th Avenue

Strategic Plan Objective:

Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.

Recommended:

Staff recommends proceeding with disposal of this parcel.

Budget Impact:

Buyers would be required to pay to the city fair market value for the land. The total parcel value is \$690.00.

Description/Background:

Dennis Olson is requesting the city to vacate Parcel 8418-36-402-010 which is located along the south side of Jackson Street near the intersection with S 13th Avenue. The area to be vacated is approximately 0.56 acres in size. The intent of the request is to support development of the current farmland parcel on the south side of Jackson Street.

Pursuant to the city's policy on disposal of excess real estate, the receiver of the vacated real estate would be required to pay to the city the fair value for the property. For parcels larger than 0.25 acres the fair value is calculated as the average land values of adjacent parcels. In this instance, the Marshall County Assessor has assigned an assessed land value to the parcel under consideration. That value is \$690.00.

Should council direct staff to proceed with the disposal of this property, staff will notify both adjacent property owners and afford equal opportunity to request that the sections of the parcel adjacent to their respective parcels be sold to the respective adjacent owner. Should either party choose not to pursue acquisition of the section adjacent to their parcel then the parcel as a whole will be offered to the remaining party.

Attachments:

1. Aerial Vicinity Map

Aerial Vicinity Map

Red = Approximate Parcel Boundaries (0.39 acres)

