



**MARSHALLTOWN
MORE THAN EVER**

**CITY OF MARSHALLTOWN CITY COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 WEST STATE STREET
AUGUST 25, 2025, 5:30 PM**

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

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

D. PUBLIC COMMENT

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

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

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

1. Years of Service - August
Luis Alcaraz - Library - 5 years
Maurice Speirs - Police - 5 years
Logan Wolf - Police - 10 years
Brad Mauseh - Police - 20 years
Kiel Stevenson - Police - 20 years

F. CONSENT AGENDA

1. Approve Minutes 08/11/25 Meeting and Bill List \$2,949,603.22
2. Reappoint J. Nathan McCulley to the Fire Code Board of Appeals, term 8/1/25-8/1/29
3. Appoint Patrick Streit to Plan and Zoning Commission, term ending 3/31/29 (filling Gabe Isom's term)

4. Resolution Allowing Open Containers on Designated Public Ways for the 13th Street District Harvest Market and Concert Event on September 5, 2025
5. 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
6. Resolution Authorizing the Third-Party Sale of 915 South Center Street and 919 South Center Street
7. Resolution Setting Public Hearing for the Conveyance and Transfer of Title for East Linn Street Between South 8th Avenue and the Railroad Tracks

G. REPORTS

1. Arts + Culture Alliance Update

H. MOTIONS

1. Motion to approve a 5-day Class C Retail Alcohol License for the 13th Street District for Harvest Market on 9/5/25
2. Motion to approve a 5-day Special Class C Retail Alcohol License for Lucky Wife Wine Slushies for Oktoberfest 9/24-9/28
3. Motion to approve a 5-day Special Class C Retail Alcohol License for Thirsty Pigs LLC for Oktoberfest 9/24-9/28

I. RESOLUTIONS

1. Public Hearing and Resolution to Approve an Amended Development Agreement with Marshalltown Company, Including Annual Appropriation Tax Increment Payments
2. Public Hearing and Resolution for the Proposed Vacation of East Linn Street Between South 8th Avenue and the Railroad Tracks
3. Public Hearing and Resolution Providing for the Conveyance and Transfer of Title for Parcel 8418-36-402-010 from the City of Marshalltown, Iowa
4. Public Hearing and Resolution Approving Plans, Specifications, Form of Contract, and Cost for the 2025 HMA Crack & Joint Sealing Project No. STR25003, in the City of Marshalltown

J. ORDINANCES

1. Ordinance 15110 to Amend the Code of Ordinances, City of

K. DISCUSSION

1. Motion to untable the discussion item for the Storm Sewer Dispute at 1001 May Street
 - a. Storm Sewer Dispute at 1001 May Street
2. Project Update and Request for Funding - 20 East Main Street
Staff is providing an update on the redevelopment of 20 E. Main Street and requesting Council direction on how to proceed with immediate City-funded obligations. The project requires asbestos abatement, water service restoration, and temporary structural shoring to prepare the building for transfer to the Curtises (InStitches). Because the Brownfield DNR grant is currently stalled pending release of federal funds, Council must determine whether to wait for grant approval or advance the project using City funds from LOST or Wastewater.
3. General Government Budget Discussion
4. Discussion Regarding Chicken Keeping

L. ADJOURNMENT

MISSION STATEMENT

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

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

CITY COUNCIL PROCEEDINGS
AUGUST 11, 2025

Mayor Greer called the meeting to order at 5:30 pm, August 11, 2025, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call-Present: Fonseca, Kell, Ladehoff, Mitchell, Nichols, Schneider, Thompson. Public comments for items not on the agenda were provided. Mayor, Council, and Administrator comments were provided. Mayor Greer recognized Tom Kurth with a proclamation in honor of his 39th year of RAGBRAI at 80 years old.

CONSENT AGENDA

Motion by Jeff Schneider, second by Barry Kell, to approve the consent agenda, less item 12: Approve Minutes 07/28/25 Meeting and Bill List \$1,802,019.99; Approve Alcohol License Renewals for Applebee's, 3101 S Center St; Legends American Grill, 2902 S Center St, The Flying Elbow, 229 N 13th St, Wal-Mart Supercenter #581, 2802 S Center St, Haley's Deli Barbecue & Catering, 501 N 3rd Ave; Receipt of Building and Trade Permit Report - July; Resolution Allowing Open Containers on Designated Public Ways for Oktoberfest on September 25-28, 2025; Resolution Determining A Public Purpose for the Purchase of City Logo Shirts for Non-Uniformed Staff; Resolution to Approve the Code Building Upgrade Grant Application for 30 East Main Street, Marshalltown, Iowa; Resolution to Approve the Safety and Security Grant Application for 30 East Main Street, Marshalltown, Iowa; Resolution Setting a Date of Meeting at which it is Proposed to Approve an Amended Development Agreement with Marshalltown Company, Including Annual Appropriation Tax Increment Payments; Resolution Approving The Termination of a Development Agreement with Dani and Garrett Goodman; Resolution Authorizing the Purchase of a 2026 Chevrolet Silverado 1500 4WD Crew Cab Truck for the Price of \$45,976.30 from Karl Chevrolet, Inc for use in the Sewer Division of the Public Works Department and Declaring Asset #6894, a 2015 Ford F250 (3/4 Ton) Extended Cab, 4WD, Surplus for Disposal Thereof; Resolution Authorizing the Purchase of a 2025 Ford Maverick XLT AWD Supercrew for the Price of \$29,200.00 from Karl Automotive Group for use in the Sewer Division of the Public Works Department; Resolution Approving Contract Change Order #6 for the East Main Street and Center Street Reconstruction Project, #STR22002, an Increase of \$3,025.00; Resolution Approving Contract Change Order #7 for the East Main Street and Center Street Reconstruction Project, #STR22002, an Increase of \$7,500.00; Resolution Setting Public Hearing for the Proposed Vacation of East Linn Street Between South 8th Avenue and the Railroad Tracks; Resolution Setting Public Hearing for the Conveyance and Transfer of Title for Parcel 8418-36-402-010; Resolution Ordering Construction of the 2025 HMA Crack & Joint Sealing Project, #STR25003, 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.

Motion by Mike Ladehoff, second by Jeff Schneider, to approve Resolution Approving the FY24 Annual Comprehensive Financial Report for the City of Marshalltown. Councilor Thompson requested that the Finance Director explain the reason for the adverse opinion. Diana Steiner, Finance Director, advised that the City received an "Unmodified Opinion," which means it was clean, relating to the financial statements of the City's primary government. There was an "Adverse Opinion" since we were unable to show the Friends of the Marshalltown

Library as a component unit because financial information was not made available to the City. The Friends of the Library funds are over \$1M, which triggers the audit requirements. These funds will be spent down on future planned projects. Public comment was provided. Motion carried 7-0.

MOTIONS

Motion by Mike Ladehoff, second by Greg Nichols, to approve a 5-day Class C Retail Alcohol License with Outdoor Service for Midnight Ballroom for a Rodeo on 8/30/25 at the Central Iowa Fairgrounds. Motion carried 7-0.

RESOLUTIONS

Motion by Mike Ladehoff, second by Jeff Schneider, to approve Resolution Accepting Bid and Authorizing the Award of Contract for the 2020 Derecho CDBG-DR Tree Replanting, Project No. PRK24-002 in the City of Marshalltown, Iowa in the Amount of \$114,700.00 to Alpha Landscapes, LLC. Kelsey Stafford, Parks & Recreation Director, advised that this contract is for the planting and watering of 200 trees. We received 6 bids, with the lowest bid from Alpha Landscapes, LLC. Kelsey will work with the IDEA to spend the remainder of the grant funds on the project. Public comment was provided. Motion carried 7-0.

Motion by Greg Nichols, second by Mark Mitchell, to approve Resolution of Support for the Use of Tax Increment Financing for the Business Expansion of TIG Distributing, Inc. Motion carried 7-0.

Mayor Greer opened the public hearing at 6:00 pm for the development agreement with Shops at Marshalltown LLC. Carol Webb, City Administrator, advised that the agreement authorizes annual appropriation tax increment payments not to exceed \$7,250,000 over 20 years for the renovation of the mall. No written or public comments were received. The public hearing was closed at 6:01 pm. Motion by Jeff Schneider, second by Mike Ladehoff, to approve the Resolution Approving Development Agreement with Shops at Marshalltown LLC, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement. Motion carried 5-2, Mark Mitchell, Gary Thompson dissenting.

ORDINANCES

Mayor Greer opened the public hearing at 6:02 pm for a zoning map amendment. Clayton Ender, Assistant Director of Housing and Community Development, advised that this amendment is for the Marshalltown Company project and will change the zoning from medium-density residential to general industrial. No written or public comments were received. The public hearing was closed at 6:03 pm. Motion carried 7-0.

Motion by Jeff Schneider, second by Gary Thompson to waive the third reading of 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. Motion carried 7-0.

Motion by Barry Kell, second by Gary Thompson, to adopt the first reading of Ordinance 15110 to Amend the Code of Ordinances, City of Marshalltown, Iowa by Amending Chapter 73: Recreational Vehicles, Bicycles and Skateboards, and Associated Code References. Councilor Schneider would like to see the prohibited use on tennis courts expanded to all recreation courts. Motion carried 7-0.

DISCUSSION

Carol Webb, City Administrator, presented follow-up regarding the vault removal and private utility relocation costs related to the Main Street and Center Street Reconstruction project. There were five properties affected by the vault policy. Staff have requested cost removal information from the four businesses that have completed the removal, and they were not able to provide complete financial information. CGA requested council consideration for a cost-share option, as their estimate is \$58,000. Public comment was provided. Motion by Gary Thompson, second by Barry Kell, to provide a cost share of a 50/50 split up to \$25,000 max, funded by project contingency. Motion carried 5-2, Melisa Fonseca, Mike Ladehoff dissenting.

Motion by Gary Thompson, second by Mark Mitchell, to table the discussion item for the storm sewer dispute at 1001 May Street to the next meeting so that the property owner can be invited to attend the discussion. Motion carried 7-0.

Carol Webb, City Administrator, presented information on city contracted services as the kick-off for the fiscal year 2027 budget review. Staff recommend reviewing service contracts and bidding out for competitive procurement where feasible. There are also opportunities to evaluate bringing some of those services in-house. Council would like staff to explore the options discussed in the memo.

ADJOURNMENT

The meeting was adjourned at 6:44 pm.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 08/25/25

Advertising

FirstInterstate/6 2,610.10

Buildings/Improvements

BDH/2 480.00

CIRO.DIIORIO LLC/1 10,070.00

Tri.State.Lock/2 3,083.00

Consulting & Professional Fees

AHLERS.COONEY/1 105.00

Bernie.Lowe/2 4.15

Bolton&Menk.Inc/1 8,141.00

FirstInterstate/1 75.00

Hawkeye Polygra/1 350.00

Howard.R.Green/6 19,333.73

I.L.E.A./1 350.00

Region 6/1 232.00

Stone.Environment/1 2,700.00

Contracts

AAA.Septic/2 445.00

Chamber.Commerc/1 54,393.25

City.Laundering/2 182.91

Construct/2 1,305,103.93

Cummins.Service/1 2,655.84

Edge Commercial/1 160,450.20

Eocene Environ/1 54,221.50

FirstInterstate/8 1,399.75

Hansen,S/1 720.00

Jensen.Inc/4 72,324.00

Marshall.Co.Aud/1 2,500.00

MarshalltownCBD/1 15,000.00

Mtwn.Wtrwrks/1 28.00

Prairie Waste/10 919.97

Premier.Equip/5 1,088.96

Region 6/1 8,538.00

Safe Building/1 8,160.00

Schendel.Pest.C/5 172.54

Schumacher.Elev/3 856.64

Sensys Gatso/1 8,925.00

ServiceMaster/1 1,934.00

Steckelberg Vet/1 317.72

The Shredder/2 108.00

WRH Inc/3 268,443.00

Xerox Corp/3 310.26

Library Books

Baker & Taylor/46 3,458.33

BRODART.CO/14 4,188.57

Cengage.Learn/8 586.28

CenterPoint.Prn/2 392.52

FirstInterstate/45 2,398.04

Playaway Produc/3 997.02

Walnut Pub Lib/1 17.00

Medical

Bernie.Lowe/2 29.42

Health.Partners/4 104,697.82

Hunter Lane LLC/1 645.01

McFarland.Cl/3 77.44

Payroll.Net

Payroll/1 406,756.78

Refund/Reimbursed

Albee,D/1 42.38

Baker & Taylor/3 49.59

Dept Health Hum/1 9,569.81

Gale-Hazen,K/1 32.24

Haynes, Marques/1 34.90

Health.Partners/2 -16,016.25

Locke, Elaine/1 54.11

Martin,Reginald/1 30.00

Parks, Jacob/1 85.59

Peterson, Shell/1 38.14

Quezada,Yolanda/1 33.86

Service/Repairs

AG.LIME.TRUCKG/3 4,550.00

BG.HVAC.INC/2 605.55

Cline, Troy/16 6,015.00

Crouse,Whitaker/1 27.50

Darrow, Jake/1 750.00

Daves.Crane/1 2,760.00

Electric.Supply/1 4.06

Eocene Environ/1 13,090.00

FirstInterstate/115 12,703.02

Gentry,S/2 36,000.00

Global Paymt/1 1,928.07

Granite Telecom/31 342.03

Hansen,S/3 990.00

Heart.of.Iowa/4 1,217.57

IA.Pub.Transit/1 2,500.00

IA.Treasurer/3 16,287.45

Jetco Inc/2 1,657.50

Karl of Mtown/1 5,226.15

Knox. Co/1 584.00

Ledford,M/1 125.00

LENZ,D/1 900.00

Menards/7 243.87

Mobotrex.Inc./1 264.00

Mtwn.Wtrwrks/3 8,952.53

Scharnweber.Wtr/1 27.00

SWANK.MOVIE.LIC/1 2,106.00

T.S.Y.S./2 545.57

The Powder Shop/1 250.00

T-Mobile/2 105.00

TOP.NOTCH.TREE./1 950.00

Weblinx/1 625.00

Supplies/Parts

Acco Unlimited/3 5,518.70

American.Educa./1 64.41

Anderson, Chris/1 45.00

Arnold.Motor/8 835.50

BDH/1 2,994.32

Bitumnous Mater/4 2,689.50

BLUEGLOBES.INC/1 817.61

Bound.Tree.Medi/1 295.99

BILL LIST 08/25/25

BRODART.CO/1	369.20	Utilities	
Cessford/1	440.55	Alliant.Energy/37	64,458.01
City.Laundering/4	204.09	ConsumersEnergy/3	366.34
Cntrl.IA.Farm/1	65.98	Mtwn.Wtrwrks/1	851.56
Cntrl.IA.Machin/1	445.54	WoodRiver.Enrgy/2	51.81
Collection.Svs./4	1,018.29	Total/808	2,949,603.22
Colonial.Life/1	271.49		
CTI Ready Mix/3	2,766.50		
Cummins.Service/1	168.00		
DEMCO Inc/1	314.68		
Electric.Supply/1	180.00		
Fidelity Secur/2	466.35		
Fire Serv Trn/2	150.00		
FirstInterstate/155	18,059.46		
Galls.LLC/5	920.26		
Gillig.LLC/2	1,400.48		
GPS Intl LLC/1	1,025.00		
HyVee.Accts/3	83.31		
I.R.S./6	110,191.85		
IA.NAHRO/1	90.00		
IA.Prison.Ind/9	4,757.99		
IA.Treasurer/2	15,955.71		
ICMA457Mission/11	15,037.55		
Interstate Batt/1	148.95		
Jensen.Inc/1	941.82		
Jetco Inc/1	1,715.85		
Logan.Contract/1	6,600.00		
Martin.Marietta/3	576.79		
Mellen.Assoc/1	2,136.39		
Menards/11	1,003.26		
Microbac Lab/1	122.00		
Midland.Scienti/5	1,564.40		
Mini Melts/1	1,620.15		
Napa.Auto/1	21.55		
Northern.Lights/2	1,444.25		
Nutrien.Ag.Sol/6	4,363.55		
Office.Express/4	1,580.37		
Playaway Produc/1	115.92		
SE.Jones.Indust/1	235.18		
Showroom Auto/1	910.00		
STAPLES/2	104.64		
Storey.Kenwrthy/1	78.57		
Strands/1	60.00		
Streichers/2	1,343.00		
Thiesens.Supply/12	500.74		
Titan.Machinery/1	203.84		
TotalAdmin.Serv/5	8,072.15		
TR/1	228.80		
Vanwall Equip/2	863.73		
Ziegler/1	1,394.64		
Taxes Paid			
IA.Treasurer/1	335.73		
Travel/Training			
CottinghamButle/1	275.00		
FirstInterstate/10	408.00		

BILL LIST 08/25/25

Account Number	Vendor Name	Description (Item)	Amount
001.4030.5342.000	AAA Septic Service Inc	8/7-9/6 West End Park rental	\$ 175.00
001.4030.5342.000	AAA Septic Service Inc	8/7-9/6 Mega Ten rentals	\$ 270.00
001.4045.5607.000	Acco Unlimited	Aquatic Center liquid chlorinating solution	\$ 3,441.20
001.4045.5607.000	Acco Unlimited	Sodium bicarbonate	\$ 289.60
001.4045.5607.000	Acco Unlimited	Aquatic Center liquid chlorinating solution	\$ 1,787.90
001.4030.5386.000	AG LIME TRUCKING & MOWING INC	Parks and Street contract mowings	\$ 2,375.00
001.4045.5386.000	AG LIME TRUCKING & MOWING INC	Parks and Street contract mowings	\$ 750.00
110.2010.5386.000	AG LIME TRUCKING & MOWING INC	Parks and Street contract mowings	\$ 1,425.00
690.8050.5234.000	Ahlers & Cooney	Labor Relations	\$ 105.00
610.8015.5980.000	Albee, Deb	Sewer refund filled pool	\$ 42.38
001.1030.5481.000	Alliant Energy	2801 S 12th St EMG Sirens	\$ 25.81
001.2020.5481.000	Alliant Energy	N 18th Ave Bridge	\$ 32.27
001.4030.5481.000	Alliant Energy	Riverview Park East side	\$ 351.39
001.4030.5481.000	Alliant Energy	402 Woodland St Bath House	\$ 2,245.68
001.4030.5481.000	Alliant Energy	1103 S 12th Ave Judge Park	\$ 26.67
001.4030.5481.000	Alliant Energy	801 Woodland St Shop	\$ 66.53
001.4030.5482.000	Alliant Energy	402 Woodland St Bath House	\$ 48.36
001.4030.5482.000	Alliant Energy	402 Woodland St Reunion Hall	\$ 32.41
001.4030.5482.000	Alliant Energy	905 E Main St Park Shop	\$ 32.41
001.4030.5482.000	Alliant Energy	402 Woodland St Comm Bldg	\$ 32.41
110.2010.5481.000	Alliant Energy	905 E Main PW Bldg	\$ 1,652.42
110.2030.5481.000	Alliant Energy	HWY 14 & HWY 30 Street lights	\$ 85.38
110.2030.5481.000	Alliant Energy	211 S 9th St Front Terrace	\$ 21.93
110.2040.5481.000	Alliant Energy	S Center St & W Berle	\$ 51.03
110.2040.5481.000	Alliant Energy	N 18th Ave & E Main St	\$ 34.20
110.2040.5481.000	Alliant Energy	13 S 13th St & Main St	\$ 45.42
110.2040.5481.000	Alliant Energy	S 12th Ave & Olive St	\$ 46.71
110.2040.5481.000	Alliant Energy	S Center St North of Mall	\$ 60.72
110.2040.5481.000	Alliant Energy	N 3rd Ave & State St	\$ 135.27
110.2040.5481.000	Alliant Energy	W Southridge Rd & Center	\$ 48.00
110.2040.5481.000	Alliant Energy	S Center St & Hibbs Blvd	\$ 54.91
110.2040.5481.000	Alliant Energy	Riverside Dr & 3rd Ave	\$ 37.44
110.2040.5481.000	Alliant Energy	502 E Southridge Rd	\$ 21.93
610.8015.5481.000	Alliant Energy	N 3rd Ave River Sign	\$ 23.65
610.8015.5481.000	Alliant Energy	1001 Woodland St Water Pollution	\$ 43,575.12
610.8015.5481.000	Alliant Energy	402 N 10th Ave JBS	\$ 21.93
610.8015.5482.000	Alliant Energy	1001 Woodland St Disp Plant	\$ 3,338.30
610.8016.5481.000	Alliant Energy	S 2nd St & Player St	\$ 1,035.97
610.8016.5481.000	Alliant Energy	608 Turner St Pump Station	\$ 1,316.86
610.8016.5481.000	Alliant Energy	S 12th Ave corner of E Main St	\$ 202.74
610.8016.5481.000	Alliant Energy	Marion St - WPCP	\$ 215.03
610.8016.5481.000	Alliant Energy	1511 Rolling Meadows Rd	\$ 417.13
610.8016.5482.000	Alliant Energy	1001 Woodland St Shed	\$ 32.41
690.8050.5481.000	Alliant Energy	905 E Main PW Bldg	\$ 1,101.61
740.8065.5481.000	Alliant Energy	301 N 18TH AVE LIFTSTATION	\$ 6,701.62
740.8065.5481.000	Alliant Energy	N 3rd Ave - WPCP	\$ 1,202.58
750.8070.5481.000	Alliant Energy	901 Woodland St Compost Pile	\$ 83.76
999.1121.000	American Education Services	Wage Withholding	\$ 64.41
999.1166.000	Anderson, Christopher	Parking ticket overpayment-hold not adjusted	\$ 45.00
001.1010.5565.000	Arnold Motor Supply	PD brakes and rotors	\$ 339.34
001.1010.5565.000	Arnold Motor Supply	PD oil filters	\$ 59.04
001.1010.5565.000	Arnold Motor Supply	PD Ranger battery	\$ 144.30
001.6050.5565.000	Arnold Motor Supply	Ford Escape headlight	\$ 12.20
110.2030.5565.000	Arnold Motor Supply	Utility bucket truck repair	\$ 11.79
110.2040.5565.000	Arnold Motor Supply	Utility bucket truck repair	\$ 11.78
140.4030.5611.000	Arnold Motor Supply	Exhaust fan belt Anson Park	\$ 21.90
690.8050.5565.000	Arnold Motor Supply	Transit engine oil filters	\$ 235.15
610.8015.5410.000	B&G HVAC INC	repair Admin Bldg WPCP A/C	\$ 480.55
610.8015.5410.000	B&G HVAC INC	Service ca;; Diagnose No A/C Admin Bldg WPCP	\$ 125.00
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 11.40
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 64.97

030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 33.62
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 186.21
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 40.51
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 127.86
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 48.44
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 14.24
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 146.80
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 45.01
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 16.53
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 37.05
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 16.52
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 66.10
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 202.15
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 38.19
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 15.96
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 23.94
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 126.29
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 118.52
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 29.99
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 15.38
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 54.11
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	\$ 17.10
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 132.20
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 126.65
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 17.99
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 5.39
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 5.99
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 238.56
030.4010.5732.000 Baker & Taylor Inc	Adult graphic novels	\$ 73.86
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 123.65
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 464.93
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 22.79
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 351.45
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 13.11
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 17.09
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 16.52
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 116.82
030.4010.5732.000 Baker & Taylor Inc	Adult graphic novels	\$ 14.97
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 15.39
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 11.04
030.4010.5732.000 Baker & Taylor Inc	Juvenile non fiction or fiction books	\$ 53.96
030.4010.5732.000 Baker & Taylor Inc	reference books	\$ 69.54
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 52.44
170.4010.5734.000 Baker & Taylor Inc	Claussen memorial book	\$ 15.96
170.4010.5734.000 Baker & Taylor Inc	Memorial book	\$ 16.53
170.4010.5734.000 Baker & Taylor Inc	Claussen memorial book	\$ 17.10
364.4030.5718.000 BDH INFORMATION TECHNOLOGY LLC	Set up Riverview Cameras	\$ 2,994.32
610.8016.5776.000 BDH INFORMATION TECHNOLOGY LLC	Setup cameras for Sewer Barn	\$ 288.00
740.8065.5776.000 BDH INFORMATION TECHNOLOGY LLC	Setup cameras for Sewer Barn	\$ 192.00
001.1010.5230.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$ 3.15
881.1010.5339.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$ 16.40
881.1050.5230.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$ 1.00
881.1050.5339.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$ 13.02
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$ 1,097.75
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$ 548.89
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$ 554.97
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$ 487.89
001.2080.5600.000 BLUEGLOBES, INC.	Airport runway / taxiway light bulbs	\$ 817.61
364.4030.5233.000 Bolton & Menk Inc	Increase	\$ 8,141.00
001.1050.5630.000 Bound Tree Medical LLC	Foxtrot litter and carrier	\$ 295.99
030.4010.5732.000 Brodart Co	Juvenile books	\$ 239.35
030.4010.5732.000 Brodart Co	Juvenile books	\$ 157.70
030.4010.5732.000 Brodart Co	Juvenile books	\$ 240.15

030.4010.5732.000 Brodart Co	Juvenile books	\$ 135.01
030.4010.5732.000 Brodart Co	Juvenile books	\$ 295.89
030.4010.5732.000 Brodart Co	Juvenile and Gift books	\$ 119.88
030.4010.5732.000 Brodart Co	Juvenile books	\$ 456.77
030.4010.5732.000 Brodart Co	Juvenile books	\$ 183.69
030.4010.5732.000 Brodart Co	Juvenile books	\$ 216.39
030.4010.5732.000 Brodart Co	Juvenile books	\$ 859.23
030.4010.5732.000 Brodart Co	Juvenile books	\$ 526.89
030.4010.5732.000 Brodart Co	juvenile books	\$ 485.71
030.4010.5732.000 Brodart Co	Juvenile books	\$ 152.35
030.4010.5732.000 Brodart Co	Juvenile books	\$ 119.56
170.4010.5601.000 Brodart Co	Juvenile and Gift books	\$ 369.20
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$ 55.48
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$ 76.47
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$ 20.99
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$ 89.97
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$ 160.44
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$ 30.74
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$ 99.71
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$ 52.48
170.4010.5732.000 Center Point Large Print	Tye grant books	\$ 345.78
170.4010.5732.000 Center Point Large Print	Tye grant books	\$ 46.74
001.4030.5611.000 Central Iowa Farm Store Inc	Parks string trimmer heads	\$ 65.98
110.2010.5600.000 Central Iowa Machine Shop Inc	1" thick plate per sample	\$ 445.54
110.2010.5620.000 Cessford	Street dept crushed rock	\$ 440.55
031.6051.5776.000 Ciro DiIorio Masonry & Landscaping LLC	Carnegie Roof Stairway Dental Limestone Repair	\$ 10,070.00
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$ 29.25
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$ 153.66
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$ 97.79
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$ 26.30
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	304 N 15th Ave	\$ 920.00
001.1075.5261.000 Cline, Troy	landfill fee	\$ 275.00
001.1075.5261.000 Cline, Troy	619 W Nevada	\$ 230.00
001.1075.5261.000 Cline, Troy	landfill fee	\$ 240.00
001.1075.5261.000 Cline, Troy	Nuisance clean up 613 1/2 E Anson	\$ 395.00
001.1075.5261.000 Cline, Troy	landfill fee	\$ 175.00
001.1075.5261.000 Cline, Troy	landfill fee	\$ 110.00
001.1075.5261.000 Cline, Troy	Nuisance clean ups	\$ 90.00
001.1075.5261.000 Cline, Troy	landfill fee	\$ 35.00
001.1075.5261.000 Cline, Troy	Nuisance clean ups	\$ 65.00
001.1075.5261.000 Cline, Troy	Nuisance clean up 545 N 3rd St	\$ 750.00
001.1075.5261.000 Cline, Troy	landfill fee and refrigerators/ stoves	\$ 425.00
001.1075.5263.000 Cline, Troy	City owned property mowings	\$ 605.00
001.1075.5263.000 Cline, Troy	Nuisance mowings	\$ 1,415.00
001.1075.5263.000 Cline, Troy	21/23 W Main trim weeds remove pallets	\$ 65.00
001.1075.5263.000 Cline, Troy	1012 E Main St mow and Trim	\$ 220.00
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	\$ 60.24
999.1121.000 Collection Services Center	Child Support	\$ 394.42
999.1133.000 Colonial Life	COLONIAL LIFE INSURANCE	\$ 271.49
364.2012.5342.000 CONSTRUCT INC	E Main/Center St Reco - Base+Alt 1 & 2 7/1-7/31/25	\$ 528,964.25
364.4030.5342.000 CONSTRUCT INC	TRL24001-2 6th St Trailhead and Ped Bridge Contra	\$ 776,139.68
110.2030.5481.000 Consumers Energy Coop	City of Marshalltown	\$ 216.52
110.2040.5481.000 Consumers Energy Coop	City of Marshalltown	\$ 71.28
110.2040.5481.000 Consumers Energy Coop	City of Marshalltown	\$ 78.54
001.1010.5475.000 Cottingham & Butler Insurance Services Inc	Civil service review Police Intelligence Analyst	\$ 275.00
110.2010.5251.000 Crouse, Whitaker	CDL A 8/11/25-12/23/28	\$ 27.50
110.2010.5617.000 CTI Ready Mix Inc	Prairie lane	\$ 1,947.00
740.8065.5600.000 CTI Ready Mix Inc	1706 E Main St storm sewer catch basin walls	\$ 542.50
740.8065.5600.000 CTI Ready Mix Inc	Terry Terrace & S 6th St storm sewer repair	\$ 277.00
001.1099.5344.000 CUMMINS Sales & Service	P&F coolant system	\$ 2,655.84

690.8050.5565.000 CUMMINS Sales & Service	Transit 121 thermostat	\$ 168.00
181.3040.5433.000 Darrow, Jake	Lead Hazard Reduction program	\$ 750.00
610.8015.5410.000 DAVES CRANE & WRECKER SERVICE	Crane service sludge storage tank #5 mixers	\$ 2,760.00
001.4010.5600.000 DEMCO Inc	Filament tape and labels	\$ 314.68
184.5030.5980.000 Dept of Health and Human Services	HUD IA125 Return FY25 Interest in excess of \$500	\$ 9,569.81
364.4030.5342.000 Edge Commercial LLC	Water Plaza Construction Contract	\$ 160,450.20
001.6050.5718.000 Electric Supply of Marshalltown	Tool for buildings	\$ 180.00
110.2040.5410.000 Electric Supply of Marshalltown	Traffic signal battery backup material	\$ 4.06
181.3040.5342.000 Eocene Environmental Group Inc	Lead Hazard Reduction program (2023)	\$ 54,221.50
181.3040.5415.000 Eocene Environmental Group Inc	Lead Hazard Reduction program (2023) July 2025	\$ 13,090.00
999.1125.000 Fidelity Security Life Insurance	VISION INSURANCE	\$ 322.62
999.1125.000 Fidelity Security Life Insurance	VISION INSURANCE	\$ 143.73
001.1050.5460.000 Fire Services Training Bureau	FF2 written & practical for Fire Fighter	\$ 50.00
001.1050.5460.000 Fire Services Training Bureau	Cerification fees for Fire Officers II	\$ 100.00
001.1010.5132.000 First Interstate Bank	Browns shoes - PD Chief	\$ 126.00
001.1010.5230.000 First Interstate Bank	Trans Union Intel requests	\$ 75.00
001.1010.5280.000 First Interstate Bank	Canva digital creator	\$ 14.99
001.1010.5360.000 First Interstate Bank	PD first class mail postage	\$ 7.20
001.1010.5360.000 First Interstate Bank	PD first class mail postage	\$ 7.16
001.1010.5360.000 First Interstate Bank	Stamps.com PD monthly fee	\$ 20.99
001.1010.5370.000 First Interstate Bank	Vistaprint business cards Solorio	\$ 37.98
001.1010.5370.000 First Interstate Bank	Vistaprint business card Jones, Cross	\$ 69.97
001.1010.5464.000 First Interstate Bank	Panuchos meal during training	\$ 10.00
001.1010.5464.000 First Interstate Bank	Panuchos meal during training	\$ 10.00
001.1010.5464.000 First Interstate Bank	Dough Co- meal during training	\$ 10.00
001.1010.5464.000 First Interstate Bank	Lucky Horse meal during training	\$ 10.00
001.1010.5464.000 First Interstate Bank	Sprockets meal during training	\$ 10.00
001.1010.5464.000 First Interstate Bank	B-Bops meals during training	\$ 20.00
001.1010.5464.000 First Interstate Bank	Chick-Fil-A meal during training	\$ 10.00
001.1010.5565.000 First Interstate Bank	Amazon tail light	\$ 54.89
001.1010.5570.000 First Interstate Bank	Kum & go gas for Mid Iowa TF	\$ 40.34
001.1010.5570.000 First Interstate Bank	QuikTrip gas for Mid Iowa TF	\$ 47.30
001.1010.5600.000 First Interstate Bank	Amazon batteries, eye wear spray	\$ 83.36
001.1010.5600.000 First Interstate Bank	PD coffee filters, picture strips	\$ 36.22
001.1010.5600.000 First Interstate Bank	Amazon batteries and hard drive	\$ 387.40
001.1010.5600.000 First Interstate Bank	Amazon batteries	\$ 38.97
001.1010.5600.000 First Interstate Bank	Amazon tattoos and paint pens	\$ 68.22
001.1010.5600.000 First Interstate Bank	Walmart cultery and patrol supplies	\$ 13.55
001.1010.5601.000 First Interstate Bank	4Imprint promotional sun glasses	\$ 474.09
001.1010.5718.000 First Interstate Bank	Action Target - PD targets	\$ 991.50
001.1050.5132.000 First Interstate Bank	Bayly-Inc Fire dept helmet	\$ 159.95
001.1050.5280.000 First Interstate Bank	IAAI membership 8/1/25-8/1/28	\$ 288.00
001.1050.5280.000 First Interstate Bank	City of Ames - Chiefs membership 08/1/25-07/31/26	\$ 20.00
001.1050.5450.000 First Interstate Bank	T-Mobile Fire dept May-June	\$ 357.69
001.1050.5570.000 First Interstate Bank	Fire dept gas	\$ 70.08
001.1050.5570.000 First Interstate Bank	Caseys vendor rebate	\$ (0.70)
001.1050.5600.000 First Interstate Bank	Magnetmic.com- Magenetic mics for helmets	\$ 129.75
001.1050.5600.000 First Interstate Bank	Amazon SD card	\$ 26.26
001.1050.5600.000 First Interstate Bank	Webstaurant tax credit	\$ (4.00)
001.1050.5718.000 First Interstate Bank	Menards- hose adapters	\$ 15.88
001.1070.5450.000 First Interstate Bank	Housing cell services	\$ 11.52
001.1070.5450.000 First Interstate Bank	Housing cell services	\$ 20.50
001.1070.5450.000 First Interstate Bank	Housing cell services	\$ 9.90
001.1071.5360.000 First Interstate Bank	USPS Nuisance postage	\$ 90.52
001.1071.5360.000 First Interstate Bank	Housing postage	\$ 97.50
001.1071.5360.000 First Interstate Bank	Post office stamps for Housing	\$ 250.00
001.1071.5360.000 First Interstate Bank	Endicia Housing online postage	\$ 100.00
001.1071.5360.000 First Interstate Bank	Endicia Housing online postage	\$ 100.00
001.1071.5360.000 First Interstate Bank	Endicia Housing online postage	\$ 100.00
001.1071.5450.000 First Interstate Bank	Housing cell services	\$ 11.52
001.1071.5450.000 First Interstate Bank	Housing cell services	\$ 60.44
001.1071.5450.000 First Interstate Bank	Housing cell services	\$ 9.90
001.1071.5450.000 First Interstate Bank	Housing cell services	\$ 20.50
001.1075.5360.000 First Interstate Bank	Housing postage	\$ 97.50

001.1075.5360.000	First Interstate Bank	Post office stamps for Housing	\$	100.00
001.1075.5360.000	First Interstate Bank	Endicia 4 rolls of stamps	\$	72.81
001.1075.5360.000	First Interstate Bank	Endicia Housing online postage	\$	100.00
001.1075.5360.000	First Interstate Bank	Endicia Housing online postage	\$	100.00
001.1075.5360.000	First Interstate Bank	Endicia Housing online postage	\$	100.00
001.1075.5360.000	First Interstate Bank	Endicia Nuisance online postage	\$	300.00
001.1075.5450.000	First Interstate Bank	Housing cell services	\$	20.50
001.1075.5450.000	First Interstate Bank	Housing cell services	\$	60.44
001.1075.5450.000	First Interstate Bank	Housing cell services	\$	11.52
001.1075.5450.000	First Interstate Bank	Housing cell services	\$	9.90
001.1075.5450.000	First Interstate Bank	Nuisance and Parking cell phone	\$	37.97
001.1075.5450.000	First Interstate Bank	Nuisance iPad	\$	41.27
001.1075.5605.000	First Interstate Bank	Amazon office supplies	\$	39.48
001.1099.5410.000	First Interstate Bank	Homelectrical toggle switches	\$	101.00
001.1099.5611.000	First Interstate Bank	Martin Marietta landscape rock	\$	307.40
001.2020.5450.000	First Interstate Bank	Housing cell services	\$	11.52
001.2020.5450.000	First Interstate Bank	Housing cell services	\$	20.50
001.2020.5450.000	First Interstate Bank	Housing cell services	\$	9.90
001.2020.5450.000	First Interstate Bank	Nuisance and Parking cell phone	\$	37.96
001.4010.5210.000	First Interstate Bank	Meta ad	\$	2.28
001.4010.5210.000	First Interstate Bank	Soul or system photography	\$	225.00
001.4010.5342.000	First Interstate Bank	Schendel pest control	\$	66.81
001.4010.5360.000	First Interstate Bank	USPS postage	\$	18.63
001.4010.5360.000	First Interstate Bank	USPS postage	\$	9.92
001.4010.5360.000	First Interstate Bank	USPS postage	\$	11.19
001.4010.5360.000	First Interstate Bank	USPS postage	\$	4.25
001.4010.5360.000	First Interstate Bank	USPS postage	\$	14.64
001.4010.5360.000	First Interstate Bank	USPS postage	\$	365.00
001.4010.5410.000	First Interstate Bank	Quick Supply bulk trap rock	\$	360.50
001.4010.5410.000	First Interstate Bank	Bulbs.com Library bulbs	\$	144.90
001.4010.5450.000	First Interstate Bank	Heart of Iowa	\$	298.33
001.4010.5450.000	First Interstate Bank	AT&T Sarahs tablet	\$	33.52
001.4010.5600.000	First Interstate Bank	Venmill clean spray and pad set	\$	203.24
001.4010.5600.000	First Interstate Bank	Menards operating supplies	\$	126.80
001.4010.5600.000	First Interstate Bank	Menards hose and painters tape	\$	26.02
001.4010.5601.000	First Interstate Bank	Amazon headphone jacks, book , construction paper	\$	42.61
001.4010.5601.000	First Interstate Bank	Amazon return headphone jack adapter	\$	(7.46)
001.4010.5601.000	First Interstate Bank	Amazon return headphone jacks	\$	(14.92)
001.4010.5601.000	First Interstate Bank	Amazon Science kits for kids	\$	25.34
001.4010.5601.000	First Interstate Bank	Fareway lemonsade	\$	5.96
001.4010.5605.000	First Interstate Bank	Librar office supplies	\$	11.99
001.4010.5605.000	First Interstate Bank	Amazon plastic labeling tape	\$	20.37
001.4010.5605.000	First Interstate Bank	Amazon office supply	\$	40.34
001.4010.5704.000	First Interstate Bank	Screencastify monthly	\$	15.00
001.4010.5718.000	First Interstate Bank	Amazon phone chargers	\$	42.68
001.4010.5718.000	First Interstate Bank	Amazon cables	\$	11.56
001.4030.5132.000	First Interstate Bank	Browns shoes Parks employee clothing allowance	\$	143.96
001.4030.5132.000	First Interstate Bank	Buckle - Parks employee clothing allowance	\$	181.95
001.4030.5410.000	First Interstate Bank	Tri State Lock panic bar for Log Cabin	\$	225.70
001.4030.5570.000	First Interstate Bank	Kwik Star Parks gas	\$	138.00
001.4030.5611.000	First Interstate Bank	True Value cable ties	\$	32.97
001.4030.5611.000	First Interstate Bank	Tri State lock pad locks and keys	\$	36.00
001.4030.5611.000	First Interstate Bank	Menards -mulch and rock	\$	336.90
001.4030.5718.000	First Interstate Bank	Amazon horse shoes and pressure switch	\$	118.05
001.4040.5600.000	First Interstate Bank	Amazon color ribbon	\$	120.00
001.4041.5357.000	First Interstate Bank	Blue Zoo DSM tickets	\$	257.80
001.4041.5357.000	First Interstate Bank	Cinemark Movie tickets & food	\$	232.64
001.4041.5357.000	First Interstate Bank	Cinemark movie tickets and food	\$	79.71
001.4041.5357.000	First Interstate Bank	Cinemark movie tickets and food	\$	230.27
001.4041.5357.000	First Interstate Bank	Cinemark movie tickets and food	\$	137.51
001.4041.5357.000	First Interstate Bank	Cinemark movie tickets and food	\$	207.54
001.4041.5357.000	First Interstate Bank	Cinemark movie tickets and food	\$	227.94
001.4041.5357.000	First Interstate Bank	Cinemark movie tickets and food	\$	158.94
001.4041.5357.000	First Interstate Bank	Fun Station tickets	\$	431.00

001.4041.5357.000 First Interstate Bank	Fun Station tickets	\$ 670.00
001.4041.5357.000 First Interstate Bank	Lost Island tickets	\$ 150.00
001.4041.5357.000 First Interstate Bank	Lost Island refund	\$ (150.00)
001.4041.5600.000 First Interstate Bank	Amazon disposable cups	\$ 93.98
001.4041.5600.000 First Interstate Bank	Amazon table salt -25lbs	\$ 30.49
001.4041.5600.000 First Interstate Bank	Sams club resale products and soap	\$ 220.55
001.4041.5600.000 First Interstate Bank	Sams club resale products and soap	\$ 220.55
001.4041.5601.000 First Interstate Bank	Amazon -flour, sandwich bags, tattoos	\$ 160.27
001.4041.5601.000 First Interstate Bank	Amazon McCromick 16oz vanilla	\$ 21.96
001.4041.5601.000 First Interstate Bank	Cinemark Movie tickets	\$ 69.50
001.4041.5601.000 First Interstate Bank	Cinemark movie tickets and food	\$ 142.75
001.4041.5601.000 First Interstate Bank	Cinemark movie tickets and food	\$ 142.75
001.4041.5601.000 First Interstate Bank	Cinemark movie tickets and food	\$ 69.50
001.4041.5601.000 First Interstate Bank	Cinemark movie tickets and food	\$ 128.10
001.4041.5601.000 First Interstate Bank	Cinemark movie tickets and food	\$ 113.45
001.4041.5601.000 First Interstate Bank	Cinemark movie tickets and food	\$ 69.50
001.4041.5601.000 First Interstate Bank	Cinemark food	\$ 31.90
001.4041.5601.000 First Interstate Bank	Cinemark food	\$ 61.66
001.4041.5601.000 First Interstate Bank	Cinemark food	\$ 9.58
001.4041.5601.000 First Interstate Bank	Cinemark food	\$ 76.54
001.4041.5601.000 First Interstate Bank	Sams Club towels and resale products	\$ 394.78
001.4041.5601.000 First Interstate Bank	Sams Club towels and resale products	\$ 394.78
001.4041.5601.000 First Interstate Bank	Walmart resale products	\$ 33.94
001.4041.5601.000 First Interstate Bank	Walmart padlocks, diapers, seeds	\$ 9.80
001.4041.5601.000 First Interstate Bank	Sams Club towels, candy and pretzels	\$ 304.30
001.4045.5251.000 First Interstate Bank	ASCAP music license 01/01/25-07/31/26	\$ 451.42
001.4045.5344.000 First Interstate Bank	Plunketts Aquatic Ctr pest control	\$ 55.80
001.4045.5600.000 First Interstate Bank	Amazon eye wash inspection tags	\$ 9.85
001.4045.5600.000 First Interstate Bank	Amazon dry erase sticker board, markers, tags	\$ 37.81
001.4045.5600.000 First Interstate Bank	Amazon long range walkie talkies	\$ 238.26
001.4045.5600.000 First Interstate Bank	Amazon pool chemicals	\$ (178.99)
001.4045.5600.000 First Interstate Bank	Sams Club food items, toiletries, towels	\$ 43.94
001.4045.5600.000 First Interstate Bank	Wristco.com -pool wristbands	\$ 200.00
001.4045.5601.000 First Interstate Bank	HyVee P&R reception food	\$ 35.63
001.4045.5607.000 First Interstate Bank	Amazon pool chemicals	\$ 178.99
001.4045.5611.000 First Interstate Bank	Amazon pool ladder steps	\$ 37.16
001.4045.5613.000 First Interstate Bank	Walmart padlocks, diapers, seeds	\$ 82.02
001.4045.5718.000 First Interstate Bank	B&H speaker and microphone	\$ 3,748.74
001.4045.5718.000 First Interstate Bank	B&H speaker and microphone	\$ (3,748.74)
001.4065.5410.000 First Interstate Bank	PRM Filtration Coliseum flag pole light repairs	\$ 45.61
001.4065.5600.000 First Interstate Bank	Sams Club towels and resale products	\$ 135.92
001.4065.5600.000 First Interstate Bank	Sams Club	\$ 135.92
001.5010.5600.000 First Interstate Bank	Amazon American flags for Main & 13th	\$ 61.98
001.5040.5360.000 First Interstate Bank	Housing postage	\$ 97.50
001.5040.5360.000 First Interstate Bank	Endicia Housing online postage	\$ 100.00
001.5040.5450.000 First Interstate Bank	Housing cell services	\$ 20.51
001.5040.5450.000 First Interstate Bank	Housing cell services	\$ 9.90
001.5040.5450.000 First Interstate Bank	Housing cell services	\$ 11.52
001.5040.5605.000 First Interstate Bank	Amazon office supplies	\$ 18.03
001.5040.5605.000 First Interstate Bank	Amazon 11x17 copy paper	\$ 17.02
001.6012.5280.000 First Interstate Bank	GrantFinder membership 7/8/25-7/8/26	\$ 1,495.00
001.6012.5460.000 First Interstate Bank	ICMA - 2025 Annual Conference	\$ 890.00
001.6012.5461.000 First Interstate Bank	Allegiant - flight for 2025 ICMA annual conference	\$ 292.00
001.6012.5461.000 First Interstate Bank	Allianz Travel insurance	\$ 21.00
001.6012.5470.000 First Interstate Bank	ISU event registration - local gov't webinar	\$ 15.00
001.6020.5210.000 First Interstate Bank	Column TR notifications	\$ 733.82
001.6020.5360.000 First Interstate Bank	USPS first class mail	\$ 10.48
001.6020.5360.000 First Interstate Bank	UPS Store ground commercial pkg	\$ 24.37
001.6020.5605.000 First Interstate Bank	Staples Cork bar	\$ 32.44
001.6021.5360.000 First Interstate Bank	USPS Finance postage	\$ 493.48
001.6021.5605.000 First Interstate Bank	Amazon Finance sticky notes	\$ 8.95
001.6021.5702.000 First Interstate Bank	Amazon Finance curtains	\$ 54.38
001.6021.5702.000 First Interstate Bank	Amazon Finance curtains	\$ 33.25
001.6025.5605.000 First Interstate Bank	Workwise Compliance- Labor Law Posters	\$ 106.47

001.6050.5410.000 First Interstate Bank	Amazon return window film	\$ (67.98)
001.6050.5410.000 First Interstate Bank	Amazon office window film	\$ 67.98
001.6051.5410.000 First Interstate Bank	Amazon Carnegie basement window film	\$ 21.99
030.4010.5732.000 First Interstate Bank	Amazon Juvenile books	\$ 57.29
030.4010.5732.000 First Interstate Bank	Amazon Juvenile books	\$ 32.99
030.4010.5732.000 First Interstate Bank	Amazon Pokeman handbooks	\$ 33.46
030.4010.5732.000 First Interstate Bank	Amazon juvenile book	\$ 14.99
030.4010.5732.000 First Interstate Bank	Amazon Juvenile books	\$ 9.01
030.4010.5732.000 First Interstate Bank	Juvenile books	\$ 16.15
030.4010.5732.000 First Interstate Bank	Amazon adult fiction	\$ 10.75
030.4010.5732.000 First Interstate Bank	Amazon adult fiction	\$ 11.28
030.4010.5732.000 First Interstate Bank	Amazon adult fiction	\$ 14.42
030.4010.5732.000 First Interstate Bank	First book juvenile	\$ 28.00
030.4010.5732.000 First Interstate Bank	First Book juvenile books	\$ 129.40
030.4010.5732.000 First Interstate Bank	First Book juvenile Gift Account	\$ 240.98
030.4010.5732.000 First Interstate Bank	First Book	\$ 26.20
030.4010.5732.000 First Interstate Bank	First Book juvenile	\$ 200.30
030.4010.5732.000 First Interstate Bank	Amazon adult fiction	\$ 42.92
030.4010.5732.000 First Interstate Bank	Amazon lost and replace books	\$ 194.24
030.4010.5732.000 First Interstate Bank	Amazon adult non fiction	\$ 59.04
030.4010.5732.000 First Interstate Bank	Amazon adult fiction book	\$ 11.08
030.4010.5732.000 First Interstate Bank	Amazon adult fiction	\$ 11.98
030.4010.5732.000 First Interstate Bank	Amazon adult fiction	\$ 10.90
030.4010.5732.000 First Interstate Bank	Amazon adult fiction	\$ 15.12
030.4010.5732.000 First Interstate Bank	Amazon adult fiction	\$ 11.99
030.4010.5732.000 First Interstate Bank	Amazon adult fiction	\$ 12.95
030.4010.5732.000 First Interstate Bank	Amaon adult fiction	\$ 10.66
030.4010.5732.000 First Interstate Bank	Amazon adult fiction	\$ 11.22
030.4010.5732.000 First Interstate Bank	Amazon return book	\$ (11.99)
030.4010.5732.000 First Interstate Bank	Amazon adult fiction	\$ 195.09
030.4010.5732.000 First Interstate Bank	Amazon adult fiction	\$ 16.99
030.4010.5732.000 First Interstate Bank	Amazon adult non-fiction	\$ 31.77
030.4010.5732.000 First Interstate Bank	Amazon adult fiction	\$ 65.50
030.4010.5732.000 First Interstate Bank	Amazon adult non-fiction	\$ 91.54
030.4010.5732.000 First Interstate Bank	Amazon adult fiction	\$ 26.97
030.4010.5732.000 First Interstate Bank	Amazon adult fiction	\$ 43.10
030.4010.5732.000 First Interstate Bank	Amazon adult fiction	\$ 16.99
030.4010.5732.000 First Interstate Bank	Amazon adult fiction	\$ 143.64
030.4010.5732.000 First Interstate Bank	Amazon adult fiction	\$ (1.33)
030.4010.5732.000 First Interstate Bank	Amazon non-fiction books	\$ 21.95
030.4010.5732.000 First Interstate Bank	Amazon adult fiction	\$ 22.31
030.4010.5732.000 First Interstate Bank	Amazon reference book	\$ 9.19
030.4010.5732.000 First Interstate Bank	Amazon adult fiction	\$ 282.88
030.4010.5732.000 First Interstate Bank	Amazon adult graphic	\$ 60.13
110.2010.5410.000 First Interstate Bank	Marshalltown Storage-gutter & downspout repair	\$ 67.50
110.2010.5450.000 First Interstate Bank	Verizon Street dept head cell phones	\$ 51.84
110.2010.5450.000 First Interstate Bank	Street dept Mechanic iPad	\$ 41.27
110.2010.5450.000 First Interstate Bank	Sign Shop iPad	\$ 41.27
110.2010.5600.000 First Interstate Bank	Amazon vendor key lock box Street dept	\$ 62.99
110.2010.5600.000 First Interstate Bank	Amazon window tint	\$ 68.79
110.2010.5611.000 First Interstate Bank	Amazon Mechanic shop east window film	\$ 43.98
110.2030.5565.000 First Interstate Bank	Amazon first aid kit for Utility truck	\$ 9.83
110.2030.5565.000 First Interstate Bank	Amazon bluetooth speaker for Utility Truck	\$ 17.49
110.2040.5450.000 First Interstate Bank	Utility inspection	\$ 61.96
110.2040.5565.000 First Interstate Bank	Amazon first aid kit for Utility truck	\$ 9.83
110.2040.5565.000 First Interstate Bank	Amazon bluetooth speaker for Utility Truck	\$ 17.50
110.2040.5718.000 First Interstate Bank	Amazon traffic signal battery case	\$ 29.00
110.2040.5750.000 First Interstate Bank	Bigfoot Pole Cat outrigger pads	\$ 604.14
110.2040.5780.000 First Interstate Bank	Traffic signals	\$ 73.06
110.2060.5210.000 First Interstate Bank	ISU career fair Engineering	\$ 950.00
110.2060.5210.000 First Interstate Bank	Government jobs.com- Civil Engineer post	\$ 199.00
110.2060.5210.000 First Interstate Bank	NEOGOV Civil Engineer post	\$ 500.00
110.2060.5360.000 First Interstate Bank	UPS Store Total Station repairs shipping	\$ 590.94
110.2060.5450.000 First Interstate Bank	Bateman cell phone	\$ 44.96

110.2060.5450.000 First Interstate Bank	PW, Storm & Sanitary Sewer GIS Engineering iPad	\$ 11.56
110.2060.5450.000 First Interstate Bank	Engineering GPS	\$ 41.27
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
110.2060.5600.000 First Interstate Bank	Vistaprint business cards- Schreck	\$ 30.98
140.4030.5450.000 First Interstate Bank	Mediacom Parks WiFi	\$ 229.95
153.1010.5280.000 First Interstate Bank	ISPCA K9 dues	\$ 150.00
153.1010.5600.000 First Interstate Bank	Walmart PD bags of ice	\$ 10.56
153.1010.5600.000 First Interstate Bank	Home Rental dunk tank	\$ 150.00
153.1010.5600.000 First Interstate Bank	PD Donated hospitality	\$ 38.01
170.4010.5450.000 First Interstate Bank	Verizon	\$ 580.09
170.4010.5601.000 First Interstate Bank	Menards hose and painters tape	\$ 39.96
170.4010.5732.000 First Interstate Bank	Amazon DVDs gift account	\$ 157.49
170.4010.5732.000 First Interstate Bank	Amazon damaged DVD	\$ (7.91)
170.4010.5732.000 First Interstate Bank	Amazon DVDs	\$ 7.91
170.4010.5732.000 First Interstate Bank	Amazon DVD gift account	\$ 8.50
181.3040.5450.000 First Interstate Bank	Housing cell services	\$ 9.90
181.3040.5450.000 First Interstate Bank	Housing cell services	\$ 5.76
181.3040.5605.000 First Interstate Bank	Amazon 11x17 copy paper	\$ 17.02
184.5030.5360.000 First Interstate Bank	Housing postage	\$ 97.50
184.5030.5360.000 First Interstate Bank	Post office stamps for Housing	\$ 40.00
184.5030.5360.000 First Interstate Bank	Endicia Housing online postage	\$ 100.00
184.5030.5360.000 First Interstate Bank	Endicia Housing online postage	\$ 100.00
184.5030.5450.000 First Interstate Bank	Housing cell services	\$ 18.93
184.5030.5450.000 First Interstate Bank	Housing cell services	\$ 9.90
184.5030.5605.000 First Interstate Bank	Amazon office supplies	\$ 9.78
610.8015.5132.000 First Interstate Bank	Amazon - employee work shoes	\$ 89.25
610.8015.5132.000 First Interstate Bank	Grainger lab coats	\$ 548.96
610.8015.5132.000 First Interstate Bank	Theisens WPCP employee clothing	\$ 210.00
610.8015.5342.000 First Interstate Bank	Rid-R-Bug WPCP service	\$ 90.00
610.8015.5344.000 First Interstate Bank	Controlled Access monthly liftmaster subscr	\$ 39.50
610.8015.5360.000 First Interstate Bank	UPS shipping pickup for Biogas sample	\$ 14.75
610.8015.5360.000 First Interstate Bank	UPS undeliverable return for biogas	\$ 18.82
610.8015.5360.000 First Interstate Bank	UPS shipping pick up for biogas	\$ 18.82
610.8015.5360.000 First Interstate Bank	UPS pick up for biogas sample	\$ 9.05
610.8015.5360.000 First Interstate Bank	USPS postage for lab shipment	\$ 13.50
610.8015.5360.000 First Interstate Bank	UPS tracking fee for biogas shipment	\$ 18.82
610.8015.5410.000 First Interstate Bank	Central IA Machine shear pins	\$ 146.75
610.8015.5450.000 First Interstate Bank	Verizon Sewer dept head cell phones	\$ 25.00
610.8015.5450.000 First Interstate Bank	WPCP cell and operator line	\$ 104.92
610.8015.5450.000 First Interstate Bank	Mediacom August 2025	\$ 75.00
610.8015.5565.000 First Interstate Bank	Arnold Motor vehicle maintenance	\$ 51.84
610.8015.5565.000 First Interstate Bank	Napa degreaser and Armoral	\$ 29.97
610.8015.5600.000 First Interstate Bank	VanWall lawn mower oil filter/ oil	\$ 35.34
610.8015.5600.000 First Interstate Bank	VanWall duplicate charge on credit card	\$ 35.34
610.8015.5600.000 First Interstate Bank	Amazon water filters and O-rings	\$ 26.68
610.8015.5600.000 First Interstate Bank	Amazon O-rings	\$ 12.29
610.8015.5600.000 First Interstate Bank	Amazon water filters	\$ 144.26
610.8015.5600.000 First Interstate Bank	Electric Supply WPCP operating/electrical supplies	\$ 1,907.66
610.8015.5600.000 First Interstate Bank	Grainger couplings and shims	\$ 227.96
610.8015.5600.000 First Interstate Bank	Grainger seal kit hot water pump boiler room	\$ 797.98
610.8015.5600.000 First Interstate Bank	Grainger Filters for prelim	\$ 185.56
610.8015.5600.000 First Interstate Bank	Menards WPCP misc operating supplies/ parts	\$ 47.42
610.8015.5600.000 First Interstate Bank	Menards Tide, screwdriver set, wire stripper	\$ 141.33
610.8015.5600.000 First Interstate Bank	Menards cleaning supplies	\$ 28.34
610.8015.5600.000 First Interstate Bank	Menards misc operating supplies/ parts	\$ 59.47
610.8015.5600.000 First Interstate Bank	Menards epoxy, syringe, O-rings	\$ 32.63
610.8015.5600.000 First Interstate Bank	Menards WPCP operating supplies	\$ 50.12
610.8015.5600.000 First Interstate Bank	Theisens herbicide	\$ 59.98
610.8015.5603.000 First Interstate Bank	NCL Labs conductivity standard	\$ 29.70
610.8015.5605.000 First Interstate Bank	Staples WPCP office supplies	\$ 135.32
610.8015.5718.000 First Interstate Bank	Amazon safety harness	\$ 45.59
610.8016.5450.000 First Interstate Bank	Sewer dept GPS	\$ 24.76
610.8016.5450.000 First Interstate Bank	PW, Storm & Sanitary Sewer GIS Engineering iPad	\$ 11.96

610.8016.5450.000 First Interstate Bank	Sewer dept JetPak, iPad and laptop	\$ 24.76
610.8016.5600.000 First Interstate Bank	Amazon first aid kits for Sewer vehicles	\$ 59.94
690.8050.5342.000 First Interstate Bank	Rosco Transit GPS	\$ 252.00
690.8050.5342.000 First Interstate Bank	Rosco Transit GPS	\$ 252.00
690.8050.5565.000 First Interstate Bank	Amazon	\$ (25.99)
690.8050.5718.000 First Interstate Bank	Amazon dispenser, pliers, disconnect tool	\$ 136.57
690.8050.5718.000 First Interstate Bank	Amazon pneumatic creeper seat	\$ 46.78
690.8050.5718.000 First Interstate Bank	Northern Tool subcompact 2-tool combo kit	\$ 158.99
740.8065.5450.000 First Interstate Bank	Verizon Sewer dept head cell phones	\$ 16.68
740.8065.5450.000 First Interstate Bank	Sewer dept JetPak, iPad and laptop	\$ 16.51
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
740.8065.5600.000 First Interstate Bank	Amazon first aid kits for Sewer vehicles	\$ 39.96
740.8065.5718.000 First Interstate Bank	Amazon safety harness	\$ 30.40
750.8070.5344.000 First Interstate Bank	Controlled Access monthly liftmaster subser	\$ 39.50
760.8080.5600.000 First Interstate Bank	Sams Club food items, toiletries, towels	\$ 35.83
760.8080.5600.000 First Interstate Bank	Sams club resale products and soap	\$ 25.96
760.8080.5608.000 First Interstate Bank	Amazon disposable cups	\$ 209.70
760.8080.5608.000 First Interstate Bank	Sams Club towels and resale products	\$ 197.88
760.8080.5608.000 First Interstate Bank	Sams Club food items, toiletries, towels	\$ 320.28
760.8080.5608.000 First Interstate Bank	Sams club resale products	\$ 128.76
760.8080.5608.000 First Interstate Bank	Sams club resale products	\$ 128.76
760.8080.5608.000 First Interstate Bank	Sams club resale products and soap	\$ 94.44
760.8080.5608.000 First Interstate Bank	Costco resale products	\$ 229.88
760.8080.5608.000 First Interstate Bank	Costco resale products	\$ 179.88
760.8080.5608.000 First Interstate Bank	Sams Club towels, candy and pretzels	\$ 624.04
760.8080.5608.000 First Interstate Bank	Kwik Star Parks hot dog buns	\$ 10.74
999.1164.000 First Interstate Bank	Pancheros meal during training	\$ 3.14
999.1164.000 First Interstate Bank	Pancheros meal during training	\$ 3.14
999.1164.000 First Interstate Bank	Dough Co- meal during training	\$ 5.83
999.1164.000 First Interstate Bank	Lucky Horse meal during training	\$ 6.91
999.1164.000 First Interstate Bank	Sprockets meal during training	\$ 5.90
999.1164.000 First Interstate Bank	B-Bops meals during training	\$ 0.80
999.1164.000 First Interstate Bank	Chick-Fil-A meal during training	\$ 3.26
610.8015.5980.000 GALE-HAZEN, Karen A	Sewer refund swimming pool	\$ 32.24
001.1010.5132.000 Galls LLC	PD employee clothing	\$ 106.26
001.1010.5132.000 Galls LLC	PD employee clothing	\$ 430.24
001.1050.5132.000 Galls LLC	Fire dept employee shoes	\$ 87.70
001.1050.5132.000 Galls LLC	Fire dept clothing	\$ 101.99
001.1050.5132.000 Galls LLC	Fire dept employee clothing	\$ 194.07
181.3040.5410.000 Gentry, Susan	Lead Hazard Reducation Program	\$ 21,000.00
181.3040.5415.000 Gentry, Susan	Lead Hazard Reducation Program	\$ 15,000.00
690.8050.5565.000 GILLIG LLC	Transit 121 hydraulic fan controller	\$ 1,140.04
690.8050.5565.000 GILLIG LLC	Bus 131 grab handle and wiper blades	\$ 260.44
001.4030.5215.000 Globalpayments	Park & Rec credit card fee	\$ 1,928.07
001.1050.5600.000 GPS International LLC	Fire dept foam concentrate	\$ 1,025.00
001.1010.5450.000 Granite Telecommunications LLC	SIP Lines	\$ 37.66
001.1010.5450.000 Granite Telecommunications LLC	land lines	\$ 139.87
001.1050.5450.000 Granite Telecommunications LLC	Land Lines	\$ 50.86
001.1050.5450.000 Granite Telecommunications LLC	SIP Lines	\$ 12.54
001.1070.5450.000 Granite Telecommunications LLC	Land Lines	\$ 12.72
001.1071.5450.000 Granite Telecommunications LLC	Land Lines	\$ 12.72
001.1075.5450.000 Granite Telecommunications LLC	Land Lines	\$ 12.72
001.4010.5450.000 Granite Telecommunications LLC	SIP Lines	\$ (99.25)
001.4010.5450.000 Granite Telecommunications LLC	Land Lines	\$ 25.43
001.4030.5450.000 Granite Telecommunications LLC	Land Lines	\$ 25.43
001.4040.5450.000 Granite Telecommunications LLC	Land Lines	\$ 12.72
001.4045.5450.000 Granite Telecommunications LLC	Land Lines	\$ 12.72
001.4065.5450.000 Granite Telecommunications LLC	SIP Lines	\$ (99.25)
001.4065.5450.000 Granite Telecommunications LLC	Land Lines	\$ 12.72
001.6010.5450.000 Granite Telecommunications LLC	Land Lines	\$ 12.72
001.6012.5450.000 Granite Telecommunications LLC	Land Lines	\$ 12.72
001.6020.5450.000 Granite Telecommunications LLC	Land Lines	\$ 12.72
001.6021.5450.000 Granite Telecommunications LLC	Land Lines	\$ 50.81

001.6025.5450.000 Granite Telecommunications LLC	Land Lines	\$ 12.72
110.2010.5450.000 Granite Telecommunications LLC	SIP Lines	\$ (47.30)
110.2010.5450.000 Granite Telecommunications LLC	Land Lines	\$ 12.72
110.2040.5450.000 Granite Telecommunications LLC	Land Lines	\$ 12.72
110.2060.5450.000 Granite Telecommunications LLC	Land Lines	\$ 12.72
181.3040.5450.000 Granite Telecommunications LLC	Land Lines	\$ 25.43
184.5030.5450.000 Granite Telecommunications LLC	Land Lines	\$ 12.72
610.8015.5450.000 Granite Telecommunications LLC	Land Lines	\$ 38.15
610.8016.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.26
690.8050.5450.000 Granite Telecommunications LLC	Land Lines	\$ 12.72
690.8050.5450.000 Granite Telecommunications LLC	SIP Lines	\$ (47.30)
740.8065.5450.000 Granite Telecommunications LLC	Land Lines	\$ 10.17
750.8070.5450.000 Granite Telecommunications LLC	Land Lines	\$ 12.72
001.4030.5386.000 HANSEN, STEVE	Spraying bike trail 7/14	\$ 145.00
001.4045.5386.000 HANSEN, STEVE	Softball complexes and Aquatic Ctr Lawn care	\$ 125.00
142.4030.5342.000 HANSEN, STEVE	Softball complexes summer fertilizer	\$ 720.00
142.4030.5386.000 HANSEN, STEVE	Softball complexes and Aquatic Ctr Lawn care	\$ 720.00
001.1010.5230.000 Hawkeye Polygraph	PD Services 8/6/25	\$ 350.00
610.8015.5980.000 Haynes, Marques	Sewer refund filled pool	\$ 34.90
884.6021.4875.000 Health Partners	Claims 7/31-8/06	\$ (15,447.13)
884.6021.4875.000 Health Partners	claims 8/7-8/13	\$ (569.12)
884.7010.5339.000 Health Partners	Claims 7/31-8/06	\$ 79,397.25
884.7010.5339.000 Health Partners	Claims 7/31-08/06	\$ 3,038.36
884.7010.5339.000 Health Partners	claims 8/7-8/13	\$ 19,978.56
884.7010.5339.000 Health Partners	Claims 8/7-8/13/25	\$ 2,283.65
001.4010.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Library phones	\$ 178.09
610.8015.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	August '25 direct connect PW/WPCP	\$ 519.74
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	August '25 direct connect PW/WPCP	\$ 311.84
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	August '25 direct connect PW/WPCP	\$ 207.90
610.8015.5233.000 HOWARD R GREEN COMPANY, INC	WPC Sludge Thick Add Design & Const thru 6/30/25	\$ 111.00
610.8015.5233.000 HOWARD R GREEN COMPANY, INC	WPC Sludge Thick Addit Design & Cons thru 7/25/25	\$ 4,740.50
615.8015.5233.000 HOWARD R GREEN COMPANY, INC	IND Pretreatment Conveyance FEB Study 6/30/25	\$ 2,521.50
615.8015.5233.000 HOWARD R GREEN COMPANY, INC	SBR Optimization and Impr Study thru 6/30/25	\$ 444.00
615.8015.5233.000 HOWARD R GREEN COMPANY, INC	SBR Optimization and Impr. thru 7/25/25	\$ 8,270.16
615.8015.5233.000 HOWARD R GREEN COMPANY, INC	Ind Pretreatment Conveyance FEB Study 7/25/25	\$ 3,246.57
881.1050.5339.000 Hunter Lane LLC	paid medical claims	\$ 645.01
760.8080.5608.000 HyVee Accounts Receivable	Aquatic Center resale products	\$ 29.58
760.8080.5608.000 HyVee Accounts Receivable	Aquatic Center resale products	\$ 35.82
760.8080.5608.000 HyVee Accounts Receivable	Aquatic Center resale products	\$ 17.91
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417	\$ 1,267.09
999.1131.000 ICMA 457-Mission Square Retirement	ICMA DEFERRED COMP	\$ 231.74
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$ 5,698.00
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	\$ 142.51
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
001.1010.5230.000 ILEA	MMPI admin, eval and interview	\$ 350.00
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 34,577.14
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 16,229.29
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 36,968.44
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 5,991.82
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 11,728.28
999.1107.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 4,696.88
001.1099.5611.000 Interstate Batteries of Upper Iowa	P&F generator battery	\$ 148.95
001.1071.5460.000 IOWA NAHRO	NSPRIE-V Virtual training	\$ 90.00
001.1099.5611.000 IOWA PRISON INDUSTRIES	HVAC filters for buildings	\$ 141.24
001.4010.5600.000 IOWA PRISON INDUSTRIES	HVAC filters for buildings	\$ 204.84
001.4065.5600.000 IOWA PRISON INDUSTRIES	HVAC filters for buildings	\$ 202.44
001.6050.5600.000 IOWA PRISON INDUSTRIES	HVAC filters for YSS	\$ 70.44
001.6051.5600.000 IOWA PRISON INDUSTRIES	HVAC filters for buildings	\$ 153.24

110.2010.5626.000 IOWA PRISON INDUSTRIES	Street signs/ supplies	\$ 223.91
110.2010.5626.000 IOWA PRISON INDUSTRIES	Street signs/ supplies	\$ 1,990.00
110.2010.5626.000 IOWA PRISON INDUSTRIES	Street signs/ supplies	\$ 1,320.00
110.2010.5626.000 IOWA PRISON INDUSTRIES	Street signs	\$ 451.88
690.8050.5280.000 IOWA PUBLIC TRANSIT ASSOC	Membership 8/1/25-7/31/26	\$ 2,500.00
001.1010.5565.000 Jensen Inc	PD 504 alternator	\$ 941.82
030.1010.5750.000 Jensen Inc	Trade 2021 Ford Explorer 1FM5K8AB2MGA96401	\$ (9,500.00)
030.1010.5750.000 Jensen Inc	MPD CIP 2025 Ford Explorer 1FM5K8AB2SGC24326	\$ 47,162.00
030.1010.5750.000 Jensen Inc	Trade MPD CIP 2021 Ford Explorer 1FM5K8AB3MGC02404	\$ (12,500.00)
030.1010.5750.000 Jensen Inc	MPD CIP 2025 Ford Explorer 1FM5K8AB7SGC24242	\$ 47,162.00
610.8015.5410.000 Jetco Inc	Utility power monitor install and service calls	\$ 967.50
610.8015.5718.000 Jetco Inc	Utility power monitor install and service calls	\$ 1,715.85
740.8065.5387.000 Jetco Inc	Program PLC @ Stormwater	\$ 690.00
130.1010.5260.000 Karl of Marshalltown	PD 500 insurance repairs	\$ 5,226.15
001.1050.5280.000 Knox Company	Cloud based	\$ 584.00
110.2010.5352.000 LEDFORD, MARVIN	614 W Nevada Str remove broken branch	\$ 125.00
001.4010.5386.000 LENZ, DUANE	Library contract mowings	\$ 900.00
610.8015.5980.000 Locke, Elaine	Sewer refund filled pool	\$ 54.11
110.2010.5617.000 LOGAN CONTRACTORS SUPPLY INC	Patcher II rental 6/23-8/06	\$ 6,600.00
001.6040.5331.000 Marshall County Auditor	Prosecution of offenses 4/16-7/16/25	\$ 2,500.00
001.5020.5331.000 MARSHALLTOWN CBD INC	FY 26 Main Street Program & TIF4 Promotions	\$ 15,000.00
001.5900.5331.000 Marshalltown Chamber of Commerce	Res 2025-126 Tourism&Promotional Serv June collec	\$ 54,393.25
001.2090.5220.000 Marshalltown Water Works	landfill bills	\$ 251.85
001.4045.5342.000 Marshalltown Water Works	Aquatic Center lab tests -East side	\$ 28.00
610.8015.5220.000 Marshalltown Water Works	WPCP Plant water usage	\$ 8,345.43
610.8015.5483.000 Marshalltown Water Works	July '25 Plant water usage	\$ 851.56
740.8065.5220.000 Marshalltown Water Works	Storm waterr Collection Services	\$ 355.25
110.2010.5620.000 Martin Marietta Materials	Street dept crushed rock	\$ 169.90
110.2010.5620.000 Martin Marietta Materials	Street dept crushed rock	\$ 207.98
110.2010.5620.000 Martin Marietta Materials	Street dept crushed rock	\$ 198.91
001.4010.5980.000 Martin, Reginald	returned lost book	\$ 30.00
001.4030.5339.000 MCFARLAND CLINIC PC	Paid medical claims	\$ 38.72
610.8016.5339.000 MCFARLAND CLINIC PC	Paid medical claims	\$ 23.23
740.8065.5339.000 MCFARLAND CLINIC PC	Paid medical claims	\$ 15.49
610.8015.5600.000 Mellen & Associates Inc	Gas system valve sleeves	\$ 2,136.39
001.1050.5600.000 MENARDS	Fier dept fuel premix, mouse traps, vehicle wax	\$ 31.65
001.1050.5600.000 MENARDS	Fire dept hoses	\$ 30.95
001.1099.5410.000 MENARDS	P&F parking lot joint repair	\$ 38.97
001.1099.5410.000 MENARDS	P&F plumbing repair parts	\$ 15.99
001.1099.5410.000 MENARDS	P&F plumbing part return	\$ (15.99)
001.4010.5410.000 MENARDS	Library IT improvement materials	\$ 15.40
001.4030.5410.000 MENARDS	Farmer Market Pavillion repairs	\$ 13.74
001.4030.5410.000 MENARDS	Reunion Hall thermostat	\$ 59.98
001.4030.5611.000 MENARDS	Roof edge	\$ 7.29
001.4045.5611.000 MENARDS	Aquatic Ctr sump pump, suction hose	\$ 466.34
001.4045.5611.000 MENARDS	Aquatic Ctr anchor line, hose assy	\$ 159.12
001.4065.5410.000 MENARDS	Exterior receptacle repairs Coliseum	\$ 115.78
001.6050.5600.000 MENARDS	Carpet cleaner for buildings	\$ 6.86
001.6051.5718.000 MENARDS	Carpet cleaner for buildings	\$ 6.86
110.2010.5132.000 MENARDS	Street dept taxable employee clothing	\$ 67.16
110.2010.5600.000 MENARDS	Street - weed & grass concetrate	\$ 23.97
110.2010.5718.000 MENARDS	Rough surf bush broom	\$ 29.97
690.8050.5600.000 MENARDS	Batteries, drum funnel, towels, degreaser	\$ 173.09
610.8015.5603.000 Microbac Laboratories Inc	Lab analysis- digester #3	\$ 122.00
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB 10pH buffer	\$ 143.94
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB-hydroxylamine Hydrochloride solution	\$ 31.18
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB COD standard 1000mg/L and 100-1000uL pipet	\$ 712.66
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB Nessler Reagent	\$ 120.82
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB A-1 medium MPN tubes	\$ 555.80
760.8080.5608.000 Mini Melts of America Inc	Aquatic Center resale products	\$ 1,620.15
110.2040.5410.000 MOBOTREX INC	Red LED traffic signal lights	\$ 264.00
690.8050.5565.000 Napa Auto Parts	Transit oil level dip stick	\$ 21.55
760.8080.5608.000 NORTHERN LIGHTS DISTRIBUTING	Park and Rec resale products	\$ 529.41
760.8080.5608.000 NORTHERN LIGHTS DISTRIBUTING	Park and Rec resale products	\$ 914.84

001.2080.5571.000 NUTRIEN AG SOLUTIONS INC	Airport Maintenance Equipment diesel	\$ 457.60
110.2010.5600.000 NUTRIEN AG SOLUTIONS INC	Street dept DELVAC super	\$ 975.00
610.8015.5600.000 NUTRIEN AG SOLUTIONS INC	Generator diesel WPCP plant	\$ 559.70
610.8016.5615.000 NUTRIEN AG SOLUTIONS INC	Generator diesel Lift Stations	\$ 1,040.18
690.8050.5565.000 NUTRIEN AG SOLUTIONS INC	Delvac Super 1 drum	\$ 975.00
740.8065.5614.000 NUTRIEN AG SOLUTIONS INC	Generator diesel WPCP plant	\$ 356.07
001.1010.5600.000 OFFICE EXPRESS	PD cleaning supplies	\$ 749.81
001.1050.5600.000 OFFICE EXPRESS	Fire dept cleaning supplies	\$ 157.56
001.6900.5600.000 OFFICE EXPRESS	15 cases of copy paper	\$ 599.25
001.6900.5600.000 OFFICE EXPRESS	Non Window envelopes 5 boxes	\$ 73.75
610.8015.5980.000 Parks, Jacob	2025 Sewer refund	\$ 85.59
Payroll	Payroll #17 8.14.25	\$ 406,756.78
610.8015.5980.000 Peterson, Shelley	Sewer refund filled pool	\$ 38.14
001.4010.5600.000 Playaway Products LLC	Circulation case and One time lock -25 pk	\$ 115.92
170.4010.5732.000 Playaway Products LLC	replacement fee	\$ 24.99
170.4010.5732.000 Playaway Products LLC	juvenile audio books	\$ 640.64
170.4010.5732.000 Playaway Products LLC	juvenile audio books	\$ 331.39
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
001.4030.5342.000 Prairie Waste Solutions	Bullpen- Parks dept Woodland Dr	\$ 99.75
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
001.4010.5344.000 PREMIER OFFICE EQUIPMENT	Library contract and copies 6/30/24 to 7/29/24	\$ 232.18
001.4010.5344.000 PREMIER OFFICE EQUIPMENT	Library contract and copies 5/25/24-8/24/24	\$ 49.11
001.4010.5344.000 PREMIER OFFICE EQUIPMENT	Library contract and copies 5/25/24-8/24/24	\$ 169.34
001.4010.5344.000 PREMIER OFFICE EQUIPMENT	Library contract and copies 7/30/24-8/29/24	\$ 328.67
001.4010.5344.000 PREMIER OFFICE EQUIPMENT	Library contract and copies 6/30/25-7/29/25	\$ 309.66
610.8015.5980.000 Quezada, Yolanda	Sewer refund filled pool	\$ 33.86
133.5010.5230.000 Region 6 Resource Partners	Marshalltown Tree planting CDBG derecho 145	\$ 232.00
133.5020.5331.000 Region 6 Resource Partners	CDBG HCI30 unit rental admin 1807 S 7th Ave Apr-Jn	\$ 8,538.00
001.1071.5342.000 Safe Building	Rental Inspection Services Agreement FY23/24	\$ 8,160.00
610.8015.5380.000 SCHARNWEBER WATER CONDITIONING INC	Water conditioner lease	\$ 27.00
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 monthly service	\$ 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
001.1099.5344.000 SCHUMACHER ELEVATOR COMPANY	PD & FD elevator quarterly maintenance	\$ 356.07
001.6050.5344.000 SCHUMACHER ELEVATOR COMPANY	City Hall Elevator Maintenance	\$ 249.02
001.6051.5344.000 SCHUMACHER ELEVATOR COMPANY	Carnegie Bldg elevator	\$ 251.55
110.2010.5718.000 SE Jones Industries Inc	Street dept tools	\$ 235.18
154.1011.5342.000 Sensys Gatso USA Inc.	ATE tickets	\$ 8,925.00
001.4010.5342.000 ServiceMaster of Marshalltown Inc	August Library cleaning	\$ 1,934.00
110.2010.5600.000 Showroom Auto	Street #2 undercoat, wheel wells, mud flaps	\$ 910.00
001.6050.5600.000 STAPLES BUSINESS CREDIT	City Hall/ Carnegie paper towels	\$ 52.32
001.6051.5600.000 STAPLES BUSINESS CREDIT	City Hall/ Carnegie paper towels	\$ 52.32
153.1010.5321.000 Steckelberg Vet Clinic	PD K-9 Timber Nexgard and urgent visit	\$ 317.72
610.8015.5233.000 Stone Environmental Engineering	Engineering services Spill prevention	\$ 2,700.00
001.1050.5600.000 Storey Kenworthy	Fire dept trash bags and towels	\$ 78.57
110.2010.5628.000 Strands	Street dept spray tips	\$ 60.00
001.1010.5132.000 STREICHERS INC	PD trauma vest and tactical assault carrier	\$ 300.00
030.1010.5718.000 STREICHERS INC	PD	\$ 1,043.00
001.4010.5251.000 Swank Movie Licensing	Compliance Site license 8/25/25-8/24/28	\$ 2,106.00
110.2010.5410.000 The Powder Shop Inc	Street dept Headache rack painted	\$ 250.00
001.4010.5342.000 The Shredder	Library on site services	\$ 54.00
001.4010.5342.000 The Shredder	Library on site services	\$ 54.00
110.2010.5132.000 THEISENS SUPPLY INC	Street employee taxable clothing	\$ 9.99
110.2010.5132.000 THEISENS SUPPLY INC	Street dept gloves	\$ 16.99
110.2010.5132.000 THEISENS SUPPLY INC	Street dept gloves	\$ 16.99

110.2010.5600.000 THEISENS SUPPLY INC	Street dept U-bolt	\$ 8.58
110.2010.5600.000 THEISENS SUPPLY INC	Street - polycut blades	\$ 35.98
110.2010.5718.000 THEISENS SUPPLY INC	Street dept utlity magnet 200W 120V Heater	\$ 112.50
110.2010.5718.000 THEISENS SUPPLY INC	20V max bare LED spotlight	\$ 119.00
110.2010.5718.000 THEISENS SUPPLY INC	Street -tape measure	\$ 24.99
110.2040.5718.000 THEISENS SUPPLY INC	Traffic signal cabinet inverters	\$ 99.99
610.8016.5132.000 THEISENS SUPPLY INC	Sewer dept employee clothing	\$ 24.44
740.8065.5132.000 THEISENS SUPPLY INC	Sewer dept employee clothing	\$ 16.30
750.8070.5600.000 THEISENS SUPPLY INC	Street dept fan 16"	\$ 14.99
001.4010.5731.000 TIMES REPUBLICAN	Subscription 8/17/25-8/16/26	\$ 228.80
110.2010.5565.000 TITAN MACHINERY, INC.	M7050 disc mower blades	\$ 203.84
001.1010.5450.000 T-Mobile	PD subscription and services 4/21-5/20/25	\$ 52.50
001.1010.5450.000 T-Mobile	PD Subscription and service charge 5/21-6/20/25	\$ 52.50
110.2010.5352.000 Top Notch Tree Service Inc	Tree removal 807 N 5th Ave	\$ 950.00
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
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	A BEADERSTADT TASC NOT TAKEN 7.31.25	\$ 20.00
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	\$ 2,008.05
001.4040.5442.000 TREASURER ST OF IOWA	Sales Use Tax	\$ 335.73
610.8015.5441.000 TREASURER ST OF IOWA	Sales Use Tax	\$ 2,039.91
610.8015.5441.000 TREASURER ST OF IOWA	Sales Use Tax	\$ 12,239.49
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 11,104.58
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 4,851.13
121.6051.5776.000 Tri State Lock Service	Carnegie bldg access buttons, transformers, strike	\$ 2,753.00
121.6051.5776.000 Tri State Lock Service	Carnegie bldg access buttons, transformers, strike	\$ 330.00
001.4010.5215.000 TSYS	Library credit card transaction fees	\$ 99.25
001.6021.5215.000 TSYS	Finance credit card transaction fees	\$ 446.32
001.4030.5562.000 VANWALL EQUIPMENT INC	Parks mower parts	\$ 73.74
001.4030.5718.000 VANWALL EQUIPMENT INC	Parks chain saw	\$ 789.99
001.4010.5733.000 Walnut Public Library	Brilliant Life of Eudora Honeysett	\$ 17.00
001.4010.5704.000 WEBLINX	AccessiBe License and maintenance	\$ 625.00
110.2010.5482.000 WoodRiver Energy LLC	905 E Main St	\$ 31.09
690.8050.5482.000 WoodRiver Energy LLC	905 E Main St	\$ 20.72
615.8015.5342.000 WRH Inc	Increase CO 2-7	\$ 214,403.53
615.8015.5342.000 WRH Inc	WPC21001 Headworks Project 7/1/25-8/20/25	\$ 13,971.78
615.8015.5342.000 WRH Inc	Increase	\$ 40,067.69
001.4010.5344.000 Xerox Corp	Library contract and copies 6/21-7/21/25	\$ 26.75
001.4030.5344.000 Xerox Corp	Park & Rec contract and copies	\$ 252.42
610.8015.5344.000 Xerox Corp	WPCP July '25 contract and copies	\$ 31.09
110.2010.5600.000 Ziegler Inc	Street 147 strip-wear	\$ 1,394.64
TOTAL		\$2,949,603.22



**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: August 25, 2025
Re: Resolution Allowing Open Containers on Designated Public Ways for the
13th Street District Harvest Market and Concert Event on September 5, 2025

Strategic Plan Objective:

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

Recommended:

Allow open containers on public ways and in a public park for this community event.

Budget Impact:

Revenue: \$42.19 for alcohol license and \$500 for public use permit.

Description/Background:

The City of Marshalltown Code of Ordinances 93.007 Alcoholic Beverages states, no person shall possess, use or consume beer, wine or alcoholic liquor in a public park or nature area, including park roads and parking areas, except when the following criteria have been met: (1) a public use permit has been issued by the City Clerk; and (2) the premise is covered by an alcohol license issued by the State of Iowa Alcoholic Beverages Division. Staff have approved a public use permit for the use of 13th Street and West End Park for a community event on September 5, 2025 for the annual Harvest Market and concert and the 13th Street District has applied for a 5-day event alcohol license with the Iowa ABD.

The City of Marshalltown Code of Ordinances 130.030(1) states that “it shall be unlawful for any person to possess an open or unsealed bottle, can, jar or other receptacle containing an alcoholic beverage on any public sidewalk, street, alley or parking lot, or within a motor vehicle. Section 130.030(2) grants the City Council the power to grant exceptions to Section 130.030(B) for special events and activities. Staff recommend the approval of alcohol on public ways for this community-wide event.

Attachments:

1. Resolution Approving Alcohol Public Way-Harvest Market
2. Map of Harvest Market

**RESOLUTION ALLOWING OPEN CONTAINERS ON DESIGNATED PUBLIC
WAYS FOR THE 13TH STREET DISTRICT HARVEST MARKET AND CONCERT
EVENT ON SEPTEMBER 5, 2025**

WHEREAS, the City of Marshalltown Code of Ordinances 93.007 Alcoholic Beverages states, no person shall possess, use or consume beer, wine or alcoholic liquor in a public park or nature area, including park roads and parking areas, except the following: premise covered by a liquor control license; and beer gardens as permitted by the Park and Recreation Department, with City Council approval; and

WHEREAS, the City of Marshalltown Code of Ordinances 130.030(1) states that “it shall be unlawful for any person to possess an open or unsealed bottle, can, jar or other receptacle containing an alcoholic beverage on any public sidewalk, street, alley or parking lot, or within a motor vehicle; and

WHEREAS, Section 130.030(2) grants the City Council the power to grant exceptions to Section 130.030(B) for special events and activities; and

WHEREAS, 13th Street District has requested the ability to hold the Harvest Market and concert event on 13th Street from Summit to Fremont Street to include the City parking lot and West End Park on September 5, 2025, where they will be the liquor license holder for the event serving alcohol in the barricaded area; and

WHEREAS, staff has reviewed the request and recommend approval of the special event exception for this community-wide event.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Harvest Market and concert event at the 13th Street District on September 5, 2025 is granted an exemption to allow for open containers in a public way and public park.

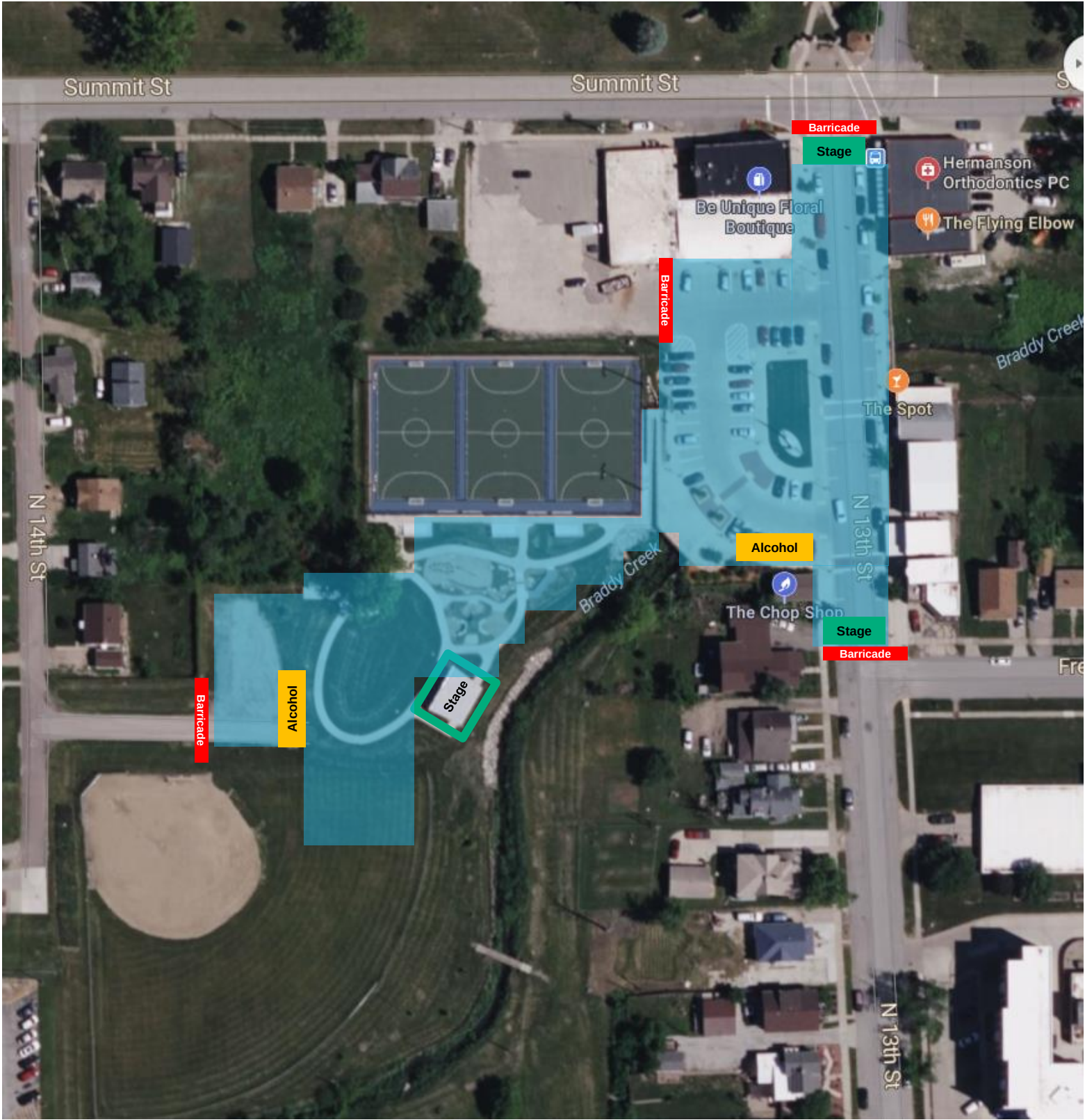
Passed this 25th day of August 2025 and signed this _____ day of August 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk





**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Deb Millizer, Housing & Community Development Director
Meeting Date: August 25, 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 September 8, 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:

This item is returning to City Council for consideration a second time, as the initial submission on July 28, 2025, omitted one of the bid documents; the complete bid set is included with this agenda packet.

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:
 - August 25, 2025 – Council Meeting: Order Construction & Set Public Hearing
 - August 26, 2025 – Notice to Bidders Published
 - September 5, 2025 at 10:00 AM – Pre-Bid Conference (onsite)
 - September 8, 2025 – Public Hearing & Approval of Plans, Specs, and Cost
 - September 16, 2025 at 10:00 AM – Bid Submission Deadline
 - September 22, 2025 – Council Meeting: Accept Bid & Award Contract
 - Mid to Late October 2025 – Construction Start
 - December 31, 2025 – Target Completion Date

Attachments:

1. Resolution Ordering Construction 21 W Main St

2. Project Manual_21 W Main Doghouse Rebuild and Stabilization
3. Plan Set_21 W Main Doghouse Rebuild and Stabilization
4. Cost Estimate_21 W Main Doghouse Rebuild and Stabilization
5. 2025-03-10_DISCUSSION2 - 21 W Main Rear Pictures
6. 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 September 8, 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 September 16, 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 September 22, 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 25th day of August 2025, and signed this _____ day of August 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

Back of Building Doghouse Rebuild

21 W Main Street
Marshalltown, Iowa 50158

Architect:

Pelds Design Services

2323 Dixon Street
Des Moines, Iowa 50316
515.265.8196
Contact: Daniel Willrich, AIA
daniel@pelds.com
Project Number: 25-095

Structural Engineer:

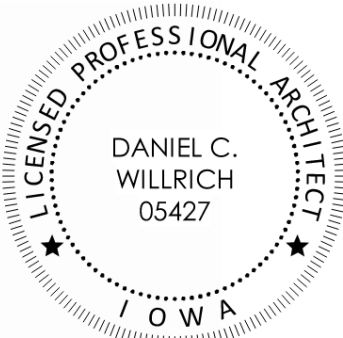
Tometich Engineering

10501 Buena Vista Ct
Urbandale, IA 50322
515.280.8022
Contact: Luke Logan, PE
lll@tometichengineering.com
Project Number: U25-150

ISSUED:

August 12, 2025

SECTION 00 01 07
SEALS & SIGNATURES

	I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly Licensed Professional Architect under the laws of the State of Iowa. Name: Daniel C. Willrich, AIA Signature _____ Date _____ Registration Expires: 06.30.2027 Iowa Reg No. 05427 Pages or sheets covered by this seal: Divisions: Division 01 – 14, except those indicated below.
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	I hereby certify that the portion of this technical submission described below was prepared by me or under my direct supervision and responsible charge. I am a duly Licensed Professional Engineer under the laws of the State of Iowa. Name: James Tometich, PE Signature _____ Date _____ Registration Expires: December 31, 2026 Iowa Reg No. 11121 Pages or sheets covered by this seal: Sections: 014533, 033000, 034500, 042000, 051200, 052100, 053100, 054000
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END OF SECTION

Back of Building
Doghouse Rebuild
Pelds Design Services #25-095

00 01 07
SEALS & SIGNATURES
Page 2 of 2

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00 11 16	INVITATION TO BID
00 21 10	NOTICE TO BIDDERS
00 41 23	BID FORM
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01 10 00	SUMMARY
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01 30 00	ADMINISTRATIVE REQUIREMENTS
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03 37 13	SHOTCRETE
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04 01 20	BRICK MASONRY REPAIR
04 20 00	UNIT MASONRY
DIVISION 06	- ROUGH CARPENTRY
06 10 00	ROUGH CARPENTRY
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07 21 00	THERMAL INSULATION
07 27 00	AIR BARRIERS
07 54 00	THERMOPLASTIC MEMBRANE ROOFING
07 62 00	SHEET METAL FLASHING AND TRIM
07 71 00	ROOF SPECIALTIES
07 92 00	JOINT SEALANTS

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08 11 13 HOLLOW METAL DOORS AND FRAMES

DIVISION 09 - **FINISHES**
09 21 16 GYPSUM BOARD ASSEMBLIES
09 91 13 EXTERIOR PAINTING

EXHIBIT A - **SAMPLE CONTRACT**
AIA A105 -2017 Standard Short Form of Agreement Between Owner and Contractor

EXHIBIT B - **PROJECT DRAWINGS**

END OF SECTION

SECTION 00 21 10
NOTICE TO BIDDERS

NOTICE OF THE TAKING OF BIDS FOR BACK OF BUILDING DOGHOUSE REBUILD

Sealed bids must be filed with the City Clerk at the Marshalltown City offices office located at 24 N Center Street, Marshalltown, Iowa, before 10:00 A.M. on the 16th day of September 2025, for the Back of Building Doghouse Rebuild at 21 W Main Street, Marshalltown, Iowa, and work incidental thereto, as described in the plans and specifications therefor, now on file in the city office, located at 24 N Center Street, Marshalltown, Iowa. Proposals will be publicly opened and read aloud at this same time and place. Proposals will be considered by the Marshalltown City Council at their meeting on September 22, 2025 at 5:30 pm. The City Council meeting will be held at the City Council Chambers at 10 West State Street, Marshalltown, Iowa.

Neither the City nor its agents will assume liability for the inability of a bidder to submit a bid in a timely manner or to the correct location. Bidders bear full and complete responsibility for the timely submission of such bid. Bids received after the deadline will not be considered and will be returned to the bidder unopened.

The work to be done for the Back of Building Doghouse Rebuild at 21 W Main Steet, Marshalltown, Iowa to include::

1. Demolish the existing single story roof. Ensure existing utilities are protected.
2. Demolish the single story wall down to existing top of foundation wall.
3. Repair the existing second story wall at rear of building.
4. Reinforce the existing single story foundation wall.
5. Re-build the single story back wall.
6. Re-build the single story roof.

All work and materials are to be in accordance with the proposed plans, specifications, form of contract and estimate of cost now on file in the city office, located at 24 N Center Street, Marshalltown, Iowa, and incorporated by this reference made a part thereof as though fully set out and incorporated herein.

Work on the project shall commence on or before October 15, 2025 and shall be finally complete by December 31, 2025.

All proposals in connection therewith shall be submitted to the city representative before the time herein set for receiving bids. All proposals shall be made on official bidding blank forms furnished in this specification, and any alterations in the official form of proposal will entitle the City, at its option, to reject the proposal involved from consideration. Each proposal shall be sealed and plainly identified.

Each proposal shall be made out on a blank form furnished in this specification and must be placed in a sealed envelope accompanied by either (1) a certified or cashier's check drawn on a solvent Iowa bank or a bank chartered under the laws of the United States or a certified share draft drawn on a credit union in Iowa or chartered under the laws of the United States, in an amount equal to five percent (5%) of the bid, or (2) a bid bond executed by a corporation authorized to contract as a surety in the State of Iowa, in the penal sum of five percent (5%) of the bid.

The bid security should be made payable to THE CITY OF MARSHALLTOWN, IOWA. The bid security must not contain any conditions either in the body or as an endorsement thereon. The bid security shall be forfeited to the City as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days after the award of contract and post bond satisfactory to the City insuring the faithful fulfillment of the contract and the maintenance of said work, if required, pursuant to the provisions of this notice and other contract documents. Bidders shall use the bid bond form found in the specifications.

Back of Building
Doghouse Rebuild
Pelds Design Services #25-095

00 21 10
NOTICE TO BIDDERS
Page 1 of 2

By virtue of statutory authority, preference will be given to products and provisions grown and coal produced within the State of Iowa.

In accordance with Iowa statutes, a resident bidder shall be allowed a preference as against a nonresident bidder from a state or foreign country if that state or foreign country gives or requires any preference to bidders from that state or foreign country, including but not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. In accordance with Department of Labor Rules located at 875 IAC 156.2, the Owner requests a statement from each bidder regarding the bidder's resident status. This statement shall be on the Bidder Status Form designated by the labor commissioner and available online at: <http://www.iowaworkforce.org/labor/bidderstatusform.pdf>.

The City Council shall award the bid to the lowest, responsive, responsible bidder meeting specifications. However, the City reserves the right to reject any and all bids and to waive informalities or irregularities as allowed by law.

The City reserves the right to defer acceptance of any proposal for a period not to exceed sixty (60) calendar days from the opening of bids.

The successful bidder will be required to furnish a bond in an amount equal to one hundred percent (100%) of the contract price, said bond to be issued by a responsible surety approved by the City and shall guarantee the faithful performance of the contract and the terms and conditions therein contained and shall guarantee the prompt payment for all materials and labor and protect and save harmless the City from claims and damages of any kind caused by the operations of the Contractor, and shall guarantee the work against faulty workmanship and materials for a period of four (4) years after its completion and acceptance by the City.

A sales tax exemption certificate will be available for all material purchased for incorporation in the project.

Copies of said plans and specifications are now on file in the City office, located at 24 N Center Street, Marshalltown, Iowa for examination by bidders. PDF copies are available upon request by contacting Daniel Willrich at Pelds Design Services (daniel@pelds.com).

This notice is given by order of the City Council of Marshalltown, IA.

CITY OF MARSHALLTOWN, IOWA

Don De Waard, Mayor

ATTEST:

Alicia Hunter, City Clerk

END OF SECTION

Back of Building
Doghouse Rebuild
Pelds Design Services #25-095

00 21 10
NOTICE TO BIDDERS
Page 2 of 2

SECTION 00 11 16
INVITATION TO BID

PART 1 GENERAL

1.01 PROJECT INFORMATION

- A. Notice to Bidders: Bidders are invited to submit bids for Project as described in this Document according to the Instructions to Bidders.
- B. Project Identification: Back of Building Doghouse Rebuild
 - 1. Project Location: 21 W Main Street, Marshalltown, IA 50158
- C. Owner: City of Marshalltown, IA
 - 1. Owner's Representative: Deb Millizer
- D. Architect: Daniel Willrich, Pelds Design Services, 2323 Dixon Street, Des Moines, Iowa 50316
- E. Project Description: The Back of Building Doghouse Rebuild at 21 W Main Steet, Marshalltown, Iowa to include:
 - 1. Demolish the existing single story roof. Ensure existing utilities are protected.
 - 2. Demolish the single story wall down to existing top of foundation wall.
 - 3. Repair the existing second story wall at rear of building.
 - 4. Reinforce the existing single story foundation wall.
 - 5. Re-build the single story back wall.
 - 6. Re-build the single story roof.
- F. Construction Contract: Bids will be received for the following Work:
 - 1. General Contract (all trades).

1.02 BID SUBMITTAL AND OPENING

- A. Owner's rep will receive sealed bids until the bid time and date at the location indicated below. Owner will consider bids prepared in compliance with the Instructions to Bidders issued by Owner, and delivered as follows:
 - 1. Bid Date: September 16, 2025
 - 2. Bid Time: 10:00 am
 - 3. Addressed to: Alicia Hunter, City Clerk
24 N Center Street
Marshalltown, IA
- B. Bids will be considered at the September 22nd City Council meeting.

1.03 BID SECURITY

- A. Bid security shall be submitted with each bid in the amount of 5 percent of the bid amount. No bids may be withdrawn for a period of 60 days after opening of bids. Owner reserves the right to reject any and all bids and to waive informalities and irregularities.

1.04 PREBID CONFERENCE

- A. A mandatory pre-bid conference will be held at the site (24 N Center St.) on Friday, September 5, 2025 at 10:00 am. The pre-bid meeting will be lead by Jim Tometich of Tometich Engineering.

1.05 DOCUMENTS

- A. Printed Procurement and Contracting Documents: Obtain after August 26, 2025 by contacting Tometich Engineering. Documents will be provided to prime bidders only. Only complete sets of documents will be issued.

1.06 BIDDER'S QUALIFICATIONS

- A. Bidders must be properly licensed under the laws governing their respective trades and be able to obtain insurance and bonds required for the Work. A Performance Bond, a separate Labor and Material Payment Bond, and Insurance in a form acceptable to Owner will be required of the successful Bidder.

1.07 CONTRACT

- A. The successful bidder, if awarded the contract, shall sign an A105-2017 Standard Short Form of Agreement Between Owner and Contractor. A sample of this agreement is attached and identified as "Exhibit A".

1.08 INSURANCE

- A. Contractor shall maintain in full force and effect, with insurance companies of recognized responsibility, at its expense, insurance covering its work of the type and in amounts required by this project, including any extensions and renewals. Contractor's insurance shall, among other things, be occurrence based and shall insure against loss or damage resulting from or related to the contractor's performance of this agreement regardless of the date the claim is filed or expiration of the policy.
- B. Unless otherwise requested by the Iowa Department of Natural Resources, the contractor shall, at its sole cost, cause to be issued and maintained in effect during the entire term of this agreement not less than the insurance coverage's set forth below.
- C. The selected Contractor shall provide a Certificate of Insurance in which the City of Marshalltown is named as the certificate holder. The certificate will show the following coverage and be delivered before the contract will be approved:
 - 1. General Liability:
 - a. General Aggregate Limit- \$2,000,000
 - b. Products/Completed Operations Aggregate Limit-\$1,000,000
 - c. Personal and/or Advertising Limit-\$1,000,000
 - d. Each Occurrence Limit-\$1,000,000
 - 2. Automobile Liability:
 - a. \$1,000,000 combined single limit per accident for bodily injury and property damage.
 - 3. Worker's Compensation and Employers Liability:
 - a. Worker's Compensation as required by the Laws of the State of Iowa and Employers liability limits of \$500,000 per accident, \$500,000 each employee and a \$500,000 policy limit.

END OF SECTION

SECTION 00 11 15
NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT, AND ESTIMATED TOTAL COST FOR THE BACK OF BUILDING DOGHOUSE REBUILD LOCATED AT 21 W MAIN STREET, MARSHALLTOWN, IOWA 50158.

At 5:30 P.M. on September 8, 2025 the City Council of the City Marshalltown, IA will, in the City Council Chambers at 10 W State Street, hold a hearing on the proposed plans, specifications, form of contract, and total estimated cost for the Back of Building Doghouse Rebuild at 21 W Main Street, Marshalltown, Iowa.

The description of the project is as follows:

BACK OF BUILDNG DOGHOUSE REBUILD

The Back of Building Doghouse Rebuild at 21 W Main Steet, Marshalltown, Iowa to include:

1. Demolish the existing single story roof. Ensure existing utilities are protected.
2. Demolish the single story wall down to existing top of foundation wall.
3. Repair the existing second story wall at rear of building.
4. Reinforce the existing single story foundation wall.
5. Re-build the single story back wall.
6. Re-build the single story roof.

The proposed plans, specifications, form of contract, and total estimated cost may be examined prior to the meeting at the City's administrative offices located at 24 N Center Street, Marshalltown, Iowa.

At the time and place set for the public hearing, interested individuals will be given the opportunity to express their views, both orally and in writing.

After the public hearing, the Council may act to approve the proposed plans, specifications, form of contract, and estimated total cost of the project, or may defer action to a later date.

City of Marshalltown, Iowa

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

SECTION 00 41 23
BID FORM-STIPULATED SUM

PART 1 GENERAL

1.01 BID INFORMATION

- A. Bidder: _____.
- B. Project Name: Back of Building Doghouse Rebuild
- C. Project Location: 21 W Main Street, Marshalltown, Iowa 50158
- D. Owner: City of Marshalltown, IA
- E. Architect: Daniel Willrich, Pelds Design Services, 2323 Dixon Street, Des Moines, Iowa 50316
- F. Architect Project Number: 25-095

1.02 CERTIFICATIONS, BASE BID, AND ALTERNATE BIDS

- A. Proposal from _____ herein called "Bidder", organized and existing under the laws of the State of Iowa doing business as a (n) _____. (Insert "corporation", "partnership" or "individual" as applicable)
- B. In compliance with your Advertisement for Bids, Bidder hereby agrees to perform all work in strict accordance with these written project specifications, within the time frame set forth therein, and at the prices stated below.
- C. By submission of his/her bid, each bidder certifies that this bid has been arrived at independently, without consultation, communication or agreement as to any matter related to this bid with any other bidder or with any competitor.
- D. Bidder agrees to commence work under this project on or after a date to be specified in the Notice to Proceed
- E. In submitting this proposal, it is understood and agreed by the undersigned that the right is reserved to the city to reject any or all proposals or to waive informalities and irregularities. It is further understood and agreed that this proposal may not be withdrawn for a period of sixty (60) days from the opening thereof. The city anticipates issuing a contract for this project within approximately 60 days of the bid opening.
- F. The undersigned bidder understands that the contract, if awarded, will be awarded to the lowest responsible, responsive bidder. The city reserves the right to reject any or all bids and to waive any informality or irregularity.
- G. The undersigned also understands that he is to commence work on or after the date given in the Notice to Proceed and once work has commenced the bidder will work continuously until the project is finished. The bidder will also complete the work within the time period indicated in the contract documents, subject to any extensions of time which may be granted by the city. Any time extensions by the city will be approved in writing. Any delays will not result in any increases in the bid prices, unless the city approves those in writing.
- H. The undersigned bidder understands that the City or any authorized representative shall have right of entry to the project site for access and inspection and proper facilities will be provided thereof.
- I. Base Bid, Single-Prime (All-Trades) Contract: The undersigned Bidder, having carefully examined the Procurement and Contracting Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, as prepared by Pelds Design Services and the Architect's consultants, having visited the site, and being familiar with all conditions and requirements of the Work, hereby agrees to furnish all material, labor, equipment and services, including all scheduled allowances, necessary to complete the construction of above-named Project, according to the requirements of the Procurement and Contracting Documents, for the stipulated sum indicated on bid form.
 - 1. Bids shall not include sales tax. Other applicable taxes and fees shall be included.

2. Bidders shall not add any conditions or qualifying statements or modify this bid solicitation or the bid may be declared as being not responsive.

1.03 BID GUARANTEE

- A. The undersigned Bidder agrees to execute a contract for this Work in the amount indicated on the "Bid Form – Stipulated Sum (Single-Prime Contract) 004 41 23 – 4" included herein and to furnish surety as specified within 10 days after a written Notice of Award, if offered within 60 days after opening of bids, and on failure to do so agrees to forfeit to Owner the attached cash, cashier's check, certified check, U.S. money order, or bid bond, as liquidated damages for such failure, in the following amount constituting five percent (5%) of the Base Bid:
 1. _____ Dollars (\$_____).
- B. In the event Owner does not offer a Notice of Award within the time limits stated above, Owner will return to the undersigned the cash, cashier's check, certified check, U.S. money order, or bid bond.

1.04 TIME OF COMPLETION

- A. The undersigned Bidder proposes and agrees hereby to commence the Work of the Contract Documents on a date specified in a written Notice to Proceed to be issued by Architect and shall fully complete the Work within _____ calendar days.
- B. Include a preliminary schedule with bid. Work shall begin on or before October 15, 2025.
 1. Work shall be completed no later than December 31, 2025

1.05 ACKNOWLEDGEMENT OF ADDENDA

- A. The undersigned Bidder acknowledges, on the bid form, receipt of and use of the Addenda in the preparation of this Bid.

1.06 BID SUPPLEMENTS

- A. The following supplements are a part of this Bid Form and are attached hereto.
 1. Bid Form Supplement - Bid Bond Form (AIA Document A310-2010).

1.07 CONTRACTOR'S LICENSE

- A. The undersigned further states that it is a duly licensed contractor for the type of work proposed, in Marshalltown, Iowa, and that all fees, permits, etc., pursuant to submitting this proposal have been paid in full.

END OF SECTION

**** Submit this form with the required attachments in a sealed envelope labeled – “Tulip Toren Monument Renovation”.**

BACK OF BUILDING DOGHOUSE REBUILD

TOTAL PROJECT BID: \$ _____

Number of days to complete work: _____ (from notice to proceed)

Contractor Name: _____

Address: _____

Telephone Number / Fax: _____

Email: _____

Authorized Signature: _____

Name Typed or Printed & Title: _____

Date: _____

State Registration Number: _____

Addendum No. 1, dated _____.

Addendum No. 2, dated _____.

Addendum No. 3, dated _____.

Addendum No. 4, dated _____.

Required attachments:

- 1. Certificate of insurance.**
- 2. References from at least 3 projects completed over the last 3 years, including all subcontractors.**
- 3. Bid Security**

SECTION 01 10 00
SUMMARY

PART 1 GENERAL

1.01 PROJECT

- A. Project Name: Back of Building Doghouse Rebuild.
- B. Owner's Name: City of Marshalltown, IA.
- C. Architect's Name: Pelds Design Services
- D. Structural Engineer: Tometich Engineering

1.02 DESCRIPTION OF WORK

- A. Scope of demolition and removal work is shown on drawings and specified in Section 02 41 00.
 - 1. Demo existing single story roof (ensure existing utilities are protected)
 - 2. Demo single story wall down to existing top of foundation wall
- B. Scope of alterations and new construction work is shown on drawings and consists of the following:
 - 1. Repair existing 2nd story wall at rear of building
 - 2. Reinforce existing single story foundation wall
 - 3. Re build single story back wall
 - 4. Re build single story roof

1.03 OWNER OCCUPANCY

- A. Neighboring buildings may be occupied during the entire construction period.
- B. Owner intends to occupy the Project upon Substantial Completion.
- C. Cooperate with Owner to minimize conflict and to facilitate Owner's and neighbor's operations.

1.04 CONTRACTOR USE OF SITE AND PREMISES

- A. Construction Operations: Limited to areas noted on Drawings.
 - 1. Locate and conduct construction activities in ways that will limit disturbance to site.
- B. Arrange use of site and premises to allow:
 - 1. Adjacent building operations.
- C. Provide access to and from site as required by law and by Owner:
 - 1. Do not obstruct roadways, sidewalks, or other public ways without permit.

1.05 WORK SEQUENCE

- A. Coordinate construction schedule and operations with Owner.
- B. Coordinate work of the various Sections of Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later.
- C. Verify characteristics of elements of interrelated operating equipment are compatible; coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.
- D. Execute cutting and patching to integrate elements of Work, uncover ill-timed, defective, and non-conforming Work, provide openings for penetrations of existing surfaces, and provide samples for testing if required. Seal penetrations through floors, walls, and roof.

1.06 DEFINITIONS AND EXPLANATIONS

- A. Imperative language is used generally in the specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by the Contractor as if preceded by the phrase "The Contractor shall".
- B. The term "provide" means furnish and install, complete, and ready for intended use. Except as otherwise defined in greater detail, the term "furnish" means supply and deliver to the project site, including unloading, unpacking, inspecting, and storing until ready for receipt by Owner, installation, etc., as applicable.
- C. Except as otherwise defined in greater detail, the term "install" is used to describe operations at project site including assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations, as applicable.
- D. The term "indicated" is as cross-reference to graphics, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shows", "noted", "schedules", and "specified" are used in lieu of "indicated", it is for purpose of helping reader locate cross-reference, and no limitations of location is intended.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Documentation of changes in Contract Sum and Contract Time.
- C. Change procedures.
- D. Procedures for preparation and submittal of application for final payment.

1.02 RELATED REQUIREMENTS

- A. Section 01 78 00 - Closeout Submittals: Project record documents.

1.03 SCHEDULE OF VALUES

- A. Use Schedule of Values Form: AIA G703, edition stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in duplicate within 15 days after date established in Notice to Proceed.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section. Identify site mobilization and bonds and insurance.
- F. Include in each line item, the amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by the unit cost to achieve the total for the item.
- G. Include separately from each line item, a direct proportional amount of Contractor's overhead and profit.
- H. Revise schedule to list approved Change Orders, with each Application For Payment.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Use Form AIA G702 and Form AIA G703, edition stipulated in the Agreement.
 - 1. Include Subcontractor Pay Application.
- C. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- D. Forms filled out by hand will not be accepted.
- E. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.

10. Retainage.

- F. Execute certification by signature of authorized officer.
- G. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed and for stored products.
- H. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of work.
- I. Submit one electronic copy of each Application for Payment.
- J. Include the following with the application:
 - 1. Transmittal letter as specified for submittals in Section 01 30 00.
 - 2. Construction progress schedule, revised and current as specified in Section 01 30 00.
 - 3. Partial release of liens from major subcontractors and vendors.
 - 4. Project record documents as specified in Section 01 78 00, for review by Owner which will be returned to the Contractor.
 - 5. Affidavits attesting to off-site stored products.
- K. When Architect requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

1.05 MODIFICATION PROCEDURES

- A. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to Contract Documents.
- B. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- C. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- D. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change with a stipulation of any overtime work required and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a estimated price quotation within 14 days.
- E. Contractor may propose a change by submitting a request for change to Architect, describing the proposed change and its full effect on the work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 60 00.
- F. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
 - 1. For change requested by Architect for work falling under a fixed price contract, the amount will be based on Contractor's price quotation.
 - 2. For change requested by Contractor, the amount will be based on the Contractor's request for a Change Order as approved by Architect.
 - 3. For pre-determined unit prices and quantities, the amount will based on the fixed unit prices.

4. For change ordered by Architect without a quotation from Contractor, the amount will be determined by Architect based on the Contractor's substantiation of costs as specified for Time and Material work.
- G. Substantiation of Costs: Provide full information required for evaluation.
 1. Provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
 2. Support each claim for additional costs with additional information:
 - a. Origin and date of claim.
 - b. Dates and times work was performed, and by whom.
 - c. Time records and wage rates paid.
 - d. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
 3. For Time and Material work, submit itemized account and supporting data after completion of change, within time limits indicated in the Conditions of the Contract.
- H. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 1. All closeout procedures specified in Section 01 70 00.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. General administrative requirements.
- B. Electronic document submittal service.
- C. Preconstruction meeting.
- D. Progress meetings.
- E. Construction progress schedule.
- F. Preinstallation meetings.
- G. Coordination drawings.
- H. Submittals for review, information, and project closeout.
- I. Number of copies of submittals.
- J. Requests for Information (RFI) procedures.
- K. Submittal procedures.
- L. Release of CAD/BIM files.

1.02 RELATED REQUIREMENTS

- A. Section 01 60 00 - Product Requirements: General product requirements.
- B. Section 01 70 00 - Execution and Closeout Requirements: Additional coordination requirements.
- C. Section 01 78 00 - Closeout Submittals: Project record documents; operation and maintenance data; warranties and bonds.

1.03 PROJECT COORDINATOR

- A. Project Coordinator: General Contractor.
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for site and building access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities. Responsibility for providing temporary utilities and construction facilities is identified in Section 01 10 00 - Summary.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to Architect through the Project Coordinator:
 - 1. Requests for Information.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.

9. Coordination drawings.
10. Correction Punch List and Final Correction Punch List for Substantial Completion.
11. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 CONSTRUCTION PROJECT MANAGEMENT / ELECTRONIC DOCUMENT SUBMITTAL

- A. All documents transmitted for purposes of administration of the contract are to be in electronic (PDF, MS Word, or MS Excel) format, as appropriate to the document.
 1. Besides submittals for review, information, and closeout, this procedure applies to Requests for Information (RFIs), progress documentation, contract modification documents (e.g. supplementary instructions, change proposals, change orders), applications for payment, field reports and meeting minutes, Contractor's correction punchlist, and any other document any participant wishes to make part of the project record..
 2. It is Contractor's responsibility to submit documents in allowable format.
 3. Paper document transmittals will not be reviewed; emailed electronic documents will not be reviewed.
 4. All other specified submittal and document transmission procedures apply, except that electronic document requirements do not apply to samples or color selection charts, which shall be delivered by mail or courier.

3.02 RELEASE OF CAD/BIM FILES

- A. Contractors may request plans for their use/benefit for assistance in preparing submittals or for use in construction.
 1. The Revit model will be provided at no charge.
 2. If CAD files, contractor shall identify specific sheets to be produced as files.
 3. A signed release form is required

3.03 PRECONSTRUCTION MEETING

- A. Project Coordinator will schedule a meeting after Notice of Award.
- B. Attendance Required:
 1. Owner.
 2. Architect/Structural Engineer.
 3. Contractor.
 4. Major subcontractors.
- C. Agenda:
 1. Execution of Owner-Contractor Agreement.
 2. Submission of executed bonds and insurance certificates.
 3. Distribution of Contract Documents.
 4. Submission of list of subcontractors, list of products, schedule of values, and progress schedule.
 5. Designation of personnel representing the parties to Contract, the Owner's Representative and Architect.
 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling.

- D. Project Coordinator will record minutes and distribute copies within 7 days after meeting to participants, with copies to Architect/Structural Engineer, Owner, participants, and those affected by decisions made.

- 1. Minutes will be distributed through email.

3.04 PROGRESS MEETINGS

- A. Project Coordinator will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.

- B. Attendance Required:

- 1. Contractor.
 - 2. Owner.
 - 3. Architect/Structural Engineer, at frequency per Owner-Architect agreement.
 - 4. Contractor's superintendent.
 - 5. Major subcontractors.
 - 6. Major Suppliers.
 - 7. Additional consultants, subcontractors, suppliers and product representatives as appropriate to agenda topics for each meeting.

- C. Agenda:

- 1. Review minutes of previous meetings.
 - 2. Review of work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of off-site fabrication and delivery schedules.
 - 7. Maintenance of progress schedule.
 - 8. Corrective measures to regain projected schedules.
 - 9. Planned progress during succeeding work period.
 - 10. Coordination of projected progress.
 - 11. Maintenance of quality and work standards.
 - 12. Effect of proposed changes on progress schedule and coordination.
 - 13. Other business relating to work.

- D. Project Coordinator will record minutes and distribute copies within 5 days after meeting to participants, with copies to Architect/Structural Engineer, Owner, participants, and those affected by decisions made.

- 1. Minutes will be distributed through email.

3.05 CONSTRUCTION PROGRESS SCHEDULE

- A. Within 10 days after date of the Agreement, submit preliminary schedule defining planned operations for the first 60 days of work, with a general outline for remainder of work.
- B. If preliminary schedule requires revision after review, submit revised schedule within 10 days.
- C. Submit updated schedule with each Application for Payment.

3.06 PREINSTALLATION MEETINGS

- A. Project Coordinator will make arrangements for meetings, prepare agenda with copies for participants, and preside at meetings.

- B. Attendance:

1. Owner, as requested.
 2. Architect/Structural Engineer, as requested.
 3. Primary Contractor.
 4. Subcontractors, as requested.
 5. Related trades, as requested.
- C. Pre-Installation meetings shall include, but are not limited to:
1. Selective Demolition
 2. Site Work / Earthwork
 3. Site Utilities
 4. Concrete Work
 5. Masonry
 6. Structural and Miscellaneous Steel Erection / Precast Erection
 7. Rough Carpentry
 8. Waterproofing
 9. Weather Barriers
 10. Roofing and Roofing Sheet Metal / Accessories
 11. Joint Sealants
 12. Door and Hardware Install
 13. Drywall and Wood Framing
 14. Drywall Install and Finishing
 15. Painting / Coatings
 16. Plumbing - General
 17. HVAC Equipment Install
 18. HVAC Ductwork & Piping
 19. Electrical Services
 20. Electrical Rough-in
 21. Electrical Switchgear

3.07 COORDINATION DRAWINGS

- A. Provide information required by Project Coordinator for preparation of coordination drawings.
- B. Review drawings prior to submission to Architect.

3.08 REQUESTS FOR INFORMATION (RFI)

- A. Definition: A request seeking one of the following:
 1. An interpretation, amplification, or clarification of some requirement of Contract Documents arising from inability to determine from them the exact material, process, or system to be installed; or when the elements of construction are required to occupy the same space (interference); or when an item of work is described differently at more than one place in Contract Documents.
 2. A resolution to an issue which has arisen due to field conditions and affects design intent.
- B. Whenever possible, request clarifications at the next appropriate project progress meeting, with response entered into meeting minutes, rendering unnecessary the issuance of a formal RFI.

- C. Preparation: Prepare an RFI immediately upon discovery of a need for interpretation of Contract Documents. Failure to submit a RFI in a timely manner is not a legitimate cause for claiming additional costs or delays in execution of the work.
1. Prepare a separate RFI for each specific item.
 - a. Review, coordinate, and comment on requests originating with subcontractors and/or materials suppliers.
 - b. Do not forward requests which solely require internal coordination between subcontractors.
 2. Prepare using software provided by the Electronic Document Submittal Service (if used).
 3. Combine RFI and its attachments into a single electronic file. PDF format is preferred.
- D. Reason for the RFI: Prior to initiation of an RFI, carefully study all Contract Documents to confirm that information sufficient for their interpretation is definitely not included.
1. Include in each request Contractor's signature attesting to good faith effort to determine from Contract Documents information requiring interpretation.
 2. Unacceptable Uses for RFIs: Do not use RFIs to request the following::
 - a. Approval of submittals (use procedures specified elsewhere in this section).
 - b. Approval of substitutions (see Section - 01 60 00 - Product Requirements)
 - c. Changes that entail change in Contract Time and Contract Sum (comply with provisions of the Conditions of the Contract).
 - d. Different methods of performing work than those indicated in the Contract Drawings and Specifications (comply with provisions of the Conditions of the Contract).
 3. Improper RFIs: Requests not prepared in compliance with requirements of this section, and/or missing key information required to render an actionable response. They will be returned without a response, with an explanatory notation.
 4. Frivolous RFIs: Requests regarding information that is clearly indicated on, or reasonably inferable from, Contract Documents, with no additional input required to clarify the question. They will be returned without a response, with an explanatory notation.
 - a. The Owner reserves the right to assess the Contractor for the costs (on time-and-materials basis) incurred by the Architect, and any of its consultants, due to processing of such RFIs.
- E. Content: Include identifiers necessary for tracking the status of each RFI, and information necessary to provide an actionable response.
1. Official Project name and number, and any additional required identifiers established in Contract Documents.
 2. Owner's, Architect's, and Contractor's names.
 3. Discrete and consecutive RFI number, and descriptive subject/title.
 4. Issue date, and requested reply date.
 5. Reference to particular Contract Document(s) requiring additional information/interpretation. Identify pertinent drawing and detail number and/or specification section number, title, and paragraph(s).
 6. Annotations: Field dimensions and/or description of conditions which have engendered the request.
 7. Contractor's suggested resolution: A written and/or a graphic solution, to scale, is required in cases where clarification of coordination issues is involved, for example; routing, clearances, and/or specific locations of work shown diagrammatically in Contract Documents. If applicable, state the likely impact of the suggested resolution on Contract Time or the Contract Sum.

- F. Attachments: Include sketches, coordination drawings, descriptions, photos, submittals, and other information necessary to substantiate the reason for the request.
- G. Review Time: Architect will respond and return RFIs to Contractor within ten business days of receipt. For the purpose of establishing the start of the mandated response period, RFIs received after 12:00 noon will be considered as having been received on the following regular working day.
 - 1. Response period may be shortened or lengthened for specific items, subject to mutual agreement, and recorded in a timely manner in progress meeting minutes.
- H. Responses: Content of answered RFIs will not constitute in any manner a directive or authorization to perform extra work or delay the project. If in Contractor's belief it is likely to lead to a change to Contract Sum or Contract Time, promptly issue a notice to this effect, and follow up with an appropriate Change Order request to Owner.
 - 1. Response may include a request for additional information, in which case the original RFI will be deemed as having been answered, and an amended one is to be issued forthwith. Identify the amended RFI with an R suffix to the original number.
 - 2. Do not extend applicability of a response to specific item to encompass other similar conditions, unless specifically so noted in the response.
 - 3. Upon receipt of a response, promptly review and distribute it to all affected parties, and update the RFI Log.
 - 4. Notify Architect within seven calendar days if an additional or corrected response is required by submitting an amended version of the original RFI, identified as specified above.

3.09 SUBMITTAL SCHEDULE

- A. Submit to Architect for review a schedule for submittals in tabular format.
 - 1. Coordinate with Contractor's construction schedule and schedule of values.
 - 2. Format schedule to allow tracking of status of submittals throughout duration of construction.
 - 3. Account for time required for preparation, review, manufacturing, fabrication and delivery when establishing submittal delivery and review deadline dates.
 - a. For assemblies, equipment, systems comprised of multiple components and/or requiring detailed coordination with other work, allow for additional time to make corrections or revisions to initial submittals, and time for their review.

3.10 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
 - 1. Product data.
 - 2. Shop drawings.
 - 3. Samples for selection.
 - 4. Samples for verification.
 - 5. Other types indicated.
- B. Submit to Architect/Structural Engineer for review for the limited purpose of checking for compliance with information given and the design concept expressed in Contract Documents.
- C. Samples will be reviewed for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.11 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
 - 1. Design data.

2. Certificates.
3. Test reports.
4. Inspection reports.
5. Manufacturer's instructions.
6. Manufacturer's field reports.
7. Other types indicated.

B. Submit for Architect's knowledge as contract administrator or for Owner.

3.12 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout in compliance with requirements of Section 01 78 00 - Closeout Submittals:
 1. Project record documents.
 2. Operation and maintenance data.
 3. Warranties.
 4. Bonds.
 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.13 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
 1. Transmit to Architect/ Engineer via email to Project Coordinator.
- B. Extra Copies at Project Closeout: See Section 01 78 00.
- C. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect/Structural Engineer.
 1. Retained samples will not be returned to Contractor unless specifically so stated.

3.14 SUBMITTAL PROCEDURES

- A. General Requirements:
 1. Use a single transmittal for related items.
 2. Submit separate packages of submittals for review and submittals for information, when included in the same specification section.
 3. Transmit using approved form.
 - a. Use Contractor's form, subject to prior approval by Architect/Structural Engineer.
 4. Sequentially identify each item. For revised submittals use original number and a sequential numerical suffix.
 5. Identify: Project; Contractor; subcontractor or supplier; pertinent drawing and detail number; and specification section number and article/paragraph, as appropriate on each copy.
 6. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction work, and coordination of information is in accordance with the requirements of the work and Contract Documents.
 - a. Submittals from sources other than the Contractor, or without Contractor's stamp will not be acknowledged, reviewed, or returned.

7. Deliver each submittal on date noted in submittal schedule, unless an earlier date has been agreed to by all affected parties, and is of the benefit to the project.
 - a. Send submittals in electronic format via email to Architect.
 - 1) Or upload submittals in electronic form to Electronic Document Submittal Service website (if used)
 8. Schedule submittals to expedite the Project, and coordinate submission of related items.
 - a. For each submittal for review, allow 15 days excluding delivery time to and from the Contractor.
 - b. For sequential reviews involving Architect's consultants, Owner, or another affected party, allow an additional 7 days.
 - c. For sequential reviews involving approval from authorities having jurisdiction (AHJ), in addition to Architect's approval, allow an additional 30 days.
 9. Identify variations from Contract Documents and product or system limitations that may be detrimental to successful performance of the completed work.
 10. Provide space for Contractor and Architect/Structural Engineer review stamps.
 11. When revised for resubmission, identify all changes made since previous submission.
 12. Distribute reviewed submittals. Instruct parties to promptly report inability to comply with requirements.
 13. Incomplete submittals will not be reviewed, unless they are partial submittals for distinct portion(s) of the work, and have received prior approval for their use.
 14. Submittals not requested will be recognized, and will be returned "Not Reviewed",
- B. Product Data Procedures:
1. Submit only information required by individual specification sections.
 2. Collect required information into a single submittal.
 3. Submit concurrently with related shop drawing submittal.
 4. Do not submit (Material) Safety Data Sheets for materials or products.
- C. Shop Drawing Procedures:
1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting Contract Documents and coordinating related work.
 2. Do not reproduce Contract Documents to create shop drawings.
 3. Generic, non-project-specific information submitted as shop drawings do not meet the requirements for shop drawings.
- D. Samples Procedures:
1. Transmit related items together as single package.
 2. Identify each item to allow review for applicability in relation to shop drawings showing installation locations.
 3. Include with transmittal high-resolution image files of samples to facilitate electronic review and approval. Provide separate submittal page for each item image.
- E. Submittals shall be numbered by Specification section and sequence: ie 23 5243 - 1, 23 5243-2. Revise submittals with original number and a sequential alphabetic suffix.

3.15 SUBMITTAL REVIEW

- A. Submittals for Review: Architect will review each submittal, and approve, or take other appropriate action.
- B. Submittals for Information: Architect will acknowledge receipt and review. See below for actions to be taken.

- C. Architect's actions will be reflected by marking each returned submittal using virtual stamp on electronic submittals.
 - 1. Notations may be made directly on submitted items and/or listed on appended Submittal Review cover sheet.
- D. Architect's and consultants' actions on items submitted for review:
 - 1. Authorizing purchasing, fabrication, delivery, and installation:
 - a. "Approved", or language with same legal meaning.
 - b. "Approved as Noted, Make Corrections Noted", or language with same legal meaning.
 - i. At Contractor's option, submit corrected item, with review notations acknowledged and incorporated.
 - c. "Approved as Noted, Resubmit for Record", or language with same legal meaning.
 - i. Resubmit corrected item, with review notations acknowledged and incorporated. Resubmit separately, or as part of project record documents.
 - 2. Not Authorizing fabrication, delivery, and installation:
 - a. "Revise and Resubmit".
 - i. Resubmit revised item, with review notations acknowledged and incorporated.
 - ii. Non-responsive resubmittals may be rejected.
 - b. "Rejected".
 - i. Submit item complying with requirements of Contract Documents.
- E. Architect's and consultants' actions on items submitted for information:
 - 1. Items for which no action was taken:
 - a. "Received" - to notify the Contractor that the submittal has been received for record only.
 - 2. Items for which action was taken:
 - a. "Reviewed" - no further action is required from Contractor.

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 2. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, Commissioning Authority, or authorities having jurisdiction are not limited by provisions of this Section.

1.02 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of three previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- D. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- F. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- G. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- H. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect.

1.03 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1.04 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.05 ACTION SUBMITTALS

- A. Delegated-Design Services Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.06 INFORMATIONAL SUBMITTALS

- A. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.07 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, telephone number, and email address of testing agency.
 - 4. Dates and locations of samples and tests or inspections.
 - 5. Names of individuals making tests and inspections.
 - 6. Description of the Work and test and inspection method.
 - 7. Identification of product and Specification Section.
 - 8. Complete test or inspection data.
 - 9. Test and inspection results and an interpretation of test results.
 - 10. Record of temperature and weather conditions at time of sample taking and testing and inspection.
 - 11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
 - 12. Name and signature of laboratory inspector.
 - 13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
 - 1. Statement on condition of substrates and their acceptability for installation of product.

2. Statement that products at Project site comply with requirements.
 3. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 4. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 5. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Statement that equipment complies with requirements.
 2. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 3. Other required items indicated in individual Specification Sections.

1.08 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented according to ASTM E329 and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups of size indicated.
 2. Build mockups in location indicated or, if not indicated, as directed by Architect.
 3. Notify Architect five working days in advance of dates and times when mockups will be constructed.
 4. Employ supervisory personnel who will oversee mockup construction. Employ workers that will be employed to perform same tasks during the construction at Project.
 5. Demonstrate the proposed range of aesthetic effects and workmanship.
 6. Obtain Architect's approval of mockups before starting corresponding work, fabrication, or construction.
 - a. Allow five working days for initial review and each re-review of each mockup.
 7. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 8. Demolish and remove mockups when directed unless otherwise indicated.

1.09 QUALITY CONTROL

- A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
1. Engage a qualified testing agency to perform quality-control services.
 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspection will be performed.
 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
 4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- C. Testing Agency Responsibilities: Cooperate with Architect, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the locations from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform duties of Contractor.

- D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections.
- E. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- F. Associated Contractor Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
 - 1. Access to the Work.
 - 2. Incidental labor and facilities necessary to facilitate tests and inspections.
 - 3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
 - 4. Facilities for storage and field curing of test samples.
 - 5. Preliminary design mix proposed for use for material mixes that require control by testing agency.
 - 6. Security and protection for samples and for testing and inspection equipment at Project site.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
 - 1. Schedule times for tests, inspections, obtaining samples, and similar activities.

1.10 SPECIAL TESTS AND INSPECTIONS

- A. Special Tests and Inspections: Owner will engage a qualified special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
 - 1. Date test or inspection was conducted.
 - 2. Description of the Work tested or inspected.
 - 3. Date test or inspection results were transmitted to Architect.
 - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's, reference during normal working hours.
 - 1. Submit log at Project closeout as part of Project Record Documents.

3.02 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
 - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.

- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; and comparable products.

1.02 DEFINITIONS

- A. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved by Architect through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Basis-of-Design Product Specification: A specification in which a single manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation. In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.03 ACTION SUBMITTALS

- A. Comparable Product Request Submittal: Submit request for consideration of each comparable product. Identify basis-of-design product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Include data to indicate compliance with the requirements specified in "Comparable Products" Article.
 - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within five working days of receipt of a comparable product request. Architect will notify Contractor of approval or rejection of proposed comparable product request within five working days of receipt of request, or five working days of receipt of additional information or documentation, whichever is later.
 - a. Form of Architect's Approval of Submittal: Stamp applied to Contractor's formal submittal and returned to Contractor.
 - b. Use product specified if Architect does not issue a decision on use of a comparable product request within time allocated.

1.04 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.

1.05 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft and vandalism. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to determine compliance with the Contract Documents and to determine that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Protect foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 5. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 6. Protect stored products from damage and liquids from freezing.

1.06 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Written warranty furnished by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 2. Special Warranty: Written warranty required by the Contract Documents to provide specific rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: When specified forms are included with the Specifications, prepare a written document using indicated form properly executed.
 - 3. See other Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 PRODUCTS

2.01 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, are undamaged and, unless otherwise indicated, are new at time of installation.
 - 1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties meeting requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Descriptive, performance, and reference standard requirements in the Specifications establish salient characteristics of products.
- B. Product Selection Procedures:
1. Sole Product: Where Specifications name a single manufacturer and product, provide the named product that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a Sole product may be indicated by the phrase: "Subject to compliance with requirements, provide the following: ..."
 2. Sole Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements. Comparable products or substitutions for Contractor's convenience will not be considered.
 - a Sole manufacturer/source may be indicated by the phrase: "Subject to compliance with requirements, provide products by the following: ..."
 3. Limited List of Products: Where Specifications include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
 - a Limited list of products may be indicated by the phrase: "Subject to compliance with requirements, provide one of the following: ..."
 4. Limited List of Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products or substitutions for Contractor's convenience will be considered unless otherwise indicated.
 - a Limited list of manufacturers is indicated by the phrase: "Subject to compliance with requirements, provide products by one of the following: ..."
 5. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
- C. Visual Matching Specification: Where Specifications require "match Architect's sample," provide a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
1. If no product available within specified category matches and complies with other specified requirements, secure approval from architect prior to using product.
- D. Visual Selection Specification: Where Specifications include the phrase "as selected by Architect from manufacturer's full range" or similar phrase, select a product that complies with requirements. Architect will select color, gloss, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.02 COMPARABLE PRODUCTS

- A. Conditions for Consideration of Comparable Products: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are

not satisfied, Architect may return requests without action, except to record noncompliance with these requirements:

1. Evidence that proposed product does not require revisions to the Contract Documents, is consistent with the Contract Documents, will produce the indicated results, and is compatible with other portions of the Work. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant product qualities include attributes such as type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other specific features and requirements.
2. Evidence that proposed product provides specified warranty.
3. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
4. Samples, if requested.

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
 - 5. Repair of the Work.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of cleaning agent.
- B. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
- C. Certified List of Incomplete Items: Final submittal at final completion.

1.03 CLOSEOUT SUBMITTALS

- A. Certificates of Release: From authorities having jurisdiction.
- B. Certificate of Insurance: For continuing coverage.
- C. Field Report: For pest control inspection.

1.04 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of ten working days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 2. Submit closeout submittals specified in other Division 01 Sections, including project record documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
 - 3. Submit closeout submittals specified in individual Sections, including specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Submit maintenance material submittals specified in individual Sections, including tools, spare parts, extra materials, and similar items, and deliver to location designated by Architect. Label with manufacturer's name and model number.
 - 5. Submit testing, adjusting, and balancing records.
 - 6. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of ten working days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
 - 1. Advise Owner of pending insurance changeover requirements.

2. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 3. Complete startup and testing of systems and equipment.
 4. Perform preventive maintenance on equipment used prior to Substantial Completion.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training video recordings.
 6. Advise Owner of changeover in utility services.
 7. Participate with Owner in conducting inspection and walkthrough with local emergency responders.
 8. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 9. Complete final cleaning requirements.
 10. Touch up paint and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of five working days prior to date the Work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1.05 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 "Payment Procedures."
 2. Certified List of Incomplete Items: Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Certificate of Insurance: Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of five working days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1.06 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Submit list of incomplete items in the following format:
 - a. PDF electronic file. Architect will return annotated file.

1.07 SUBMITTAL OF PROJECT WARRANTIES

- A. Time of Submittal: Submit written warranties on request of Architect for designated portions of the Work where warranties are indicated to commence on dates other than date of Substantial Completion, or when delay in submittal of warranties might limit Owner's rights under warranty.
- B. Organize warranty documents into an orderly sequence based on the table of contents of Project Manual.
- C. Warranties in Paper Form:
 - 1. Bind warranties and bonds in heavy-duty, three-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 EXECUTION

3.01 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - c. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - d. Leave Project clean and ready for occupancy.

3.02 REPAIR OF THE WORK

- A. Complete repair and restoration operations, before requesting inspection for determination of Substantial Completion.
- B. Repair, or remove and replace, defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

END OF SECTION

**SECTION 02 41 00
DEMOLITION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.
- B. Abandonment and removal of existing utilities, utility structures and below-grade construction.

1.02 RELATED REQUIREMENTS

- A. Section 01 10 00 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 01 10 00 - Summary: Sequencing and staging requirements.
- C. Section 01 60 00 - Product Requirements: Handling and storage of items removed for salvage and relocation.
- D. Section 01 70 00 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- E. Section 31 20 00 - Earthwork: Vegetation, topsoil and existing debris removal; filling holes, pits, and excavations generated as a result of removal operations.

1.03 DEFINITIONS

- A. Demolition: Dismantle, raze, destroy or wreck any building or structure or any part thereof.
- B. Remove: Detach or dismantle items from existing construction and dispose of them off site, unless items are indicated to be salvaged or reinstalled.
- C. Remove and Salvage: Detach or dismantle items from existing construction in a manner to prevent damage. Clean, package, label and deliver salvaged items to Owner in ready-for-reuse condition.
- D. Remove and Reinstall: Detach or dismantle items from existing construction in a manner to prevent damage. Clean and prepare for reuse and reinstall where indicated.
- E. Existing to Remain: Designation for existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

1.04 REFERENCE STANDARDS

- A. 29 CFR 1926 - U.S. Occupational Safety and Health Standards.
- B. NFPA 241 - Standard for Safeguarding Construction, Alteration, and Demolition Operations.

1.05 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Conduct a preinstallation meeting at 21 W Main Street one week prior to the start of the work of this section; require attendance by all affected installers.

1.06 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Site Plan: Indicate:
 - 1. Vegetation to be protected.
 - 2. Areas for temporary construction and field offices.
 - 3. Areas for temporary and permanent placement of removed materials.
- C. Demolition Plan: Submit demolition plan as required by OSHA and local AHJs.
 - 1. Indicate extent of demolition, removal sequencing, bracing and shoring, and location and construction of barricades and fences.
 - 2. Summary of safety procedures.

3. Schedule of building demolition activities with starting and ending dates for each activity.
 4. Include measures for environmental protection, for dust control, and for noise control.
 5. Detail special measures proposed to protect adjacent buildings or spaces to remain including means of egress.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

1.07 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ASSE A10.6 and NFPA 241.

1.08 FIELD CONDITIONS

- A. Buildings immediately adjacent to demolition area will be occupied. Conduct building demolition so operations of occupied buildings will not be disrupted.
 1. Provide not less than 72 hours notice of activities that will affect operations of adjacent occupied buildings.
 2. Maintain access to existing walkways, exits, and other facilities used by occupants of adjacent buildings.
 - a. Do not close or obstruct walkways, exits, or other facilities used by occupants of adjacent buildings without written permission from authorities having jurisdiction.
- B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
 1. Before building demolition, Owner will remove items they wish to salvage.
- C. Hazardous Materials: Asbestos is expected to be encountered in the work. See Asbestos Clean-up Plan to be provided by the Owner.
 1. Asbestos removal and disposal at lower roof and parapet to be by the contractor. See Asbestos Clean-up Plan to be provided by the Owner.
- D. On-site storage or sale of removed items or materials is not permitted.
- E. Arrange demolition schedule so as not to interfere with Owner's on-site operations or operations of adjacent occupied buildings.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Topsoil: Original surface soil typical of the area which is capable of supporting native plant growth. It shall be free of large stones, roots, waste, debris, contamination, or other unsuitable material which might hinder plant growth.
- B. Subsoil: Clean natural soil with a plasticity index of 15 or less that is free of clay, rock, or gravel lumps larger than 2 inches in any dimension, debris, waste, frozen material, and any other deleterious material that might cause settlement. Suitable material excavated from the site may be used as subsoil fill under optimum moisture conditions.
- C. Granular Fill: Clean sand, slightly silty sand, or slightly clayey sand having a Unified Soil Classification of SW, SP, SP-SM, or SP-SC.
- D. Structural Fill: Clean coarse aggregate Gradation No. 57.
- E. Borrow Material: Conform to subsoil requirements..

PART 3 EXECUTION

3.01 DEMOLITION

- A. Remove portions of existing building as indicated in demolition plans.

- B. Fill excavations, open pits, and holes in ground areas generated as result of removals, using specified fill
- C. Fill openings or penetrations as result of removals, firestop at rated walls as indicated in code plan.

3.02 MATERIALS OWNERSHIP

- A. Unless otherwise indicated, demolition waste becomes property of Contractor.
- B. Historic items, relics, antiques, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques and tablets, and other items of interest or value to Owner that may be uncovered during demolition remain the property of Owner.
 - 1. Carefully salvage in a manner to prevent damage and promptly return to Owner.

3.03 SALVAGED ITEMS

- A. Comply with the following
 - 1. Clean salvaged items of dirt and demolition debris.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Store items within the front portion of the building.
 - 5. Protect items from damage during transport and storage.

3.04 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with requirements in Section 01 70 00.
- B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Comply with applicable requirements of NFPA 241.
 - 3. Use of explosives is not permitted.
 - 4. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 5. Provide, erect, and maintain temporary barriers and security devices.
 - 6. Use physical barriers to prevent access to areas that could be hazardous to workers or the public.
 - a. Remove temporary barriers and protections where hazards no longer exist.
 - b. Where open excavations or other hazardous conditions remain, leave temporary barriers and protections in place.
 - 7. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 8. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
 - 9. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
 - 10. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.
- C. Protect existing structures and other elements to remain in place and not removed.
 - 1. Provide bracing and shoring.

2. Prevent movement or settlement of adjacent structures.
3. Stop work immediately if adjacent structures appear to be in danger.
- D. Minimize production of dust due to demolition operations. Do not use water if that will result in ice, flooding, sedimentation of public waterways or storm sewers, or other pollution.
- E. Hazardous Materials:
 1. If hazardous materials are discovered during removal operations, stop work and notify Architect and Owner; hazardous materials include regulated asbestos containing materials, lead, PCBs, and mercury.
 2. Asbestos is expected to be encountered in the work. See Asbestos Clean-up Plan to be provided by the Owner.
 - a. Asbestos removal and disposal at lower roof and parapet to be by the contractor. See Asbestos Clean-up Plan to be provided by the Owner.

3.05 EXISTING UTILITIES

- A. Coordinate work with utility companies. Notify utilities before starting work, comply with their requirements, and obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Contractor to coordinate utility shut-downs or disruptions with the Owner through the Project Coordinator. Notices shall be as identified in Division 01 sections and as agreed to at Pre-Construction meeting.
- E. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- F. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 7 days prior notification to Owner.
- G. Verify that utilities have been disconnected and capped before starting demolition operations.
- H. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- I. Unused underground piping may be abandoned in place, provided it is completely drained and capped.
 1. Cut off pipe or conduit a minimum of 24 inches (610 mm) below grade. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing according to requirements of authorities having jurisdiction
- J. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.
- K. Prepare building demolition areas by disconnecting and capping utilities outside the demolition zone. Identify and mark, in same manner as other utilities to remain, utilities to be reconnected.

3.06 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
 1. Do not allow demolished materials to accumulate on-site.
 2. Locate building demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 3. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
 4. Remove debris from elevated portions of the building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

5. Project Coordinator will provide dumpster and coordinate with waste hauler for drop off and pick-up.
 6. Dumpster to be located as agreed upon at Pre-Bid meeting or by Owner.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 GENERAL

1.01 SUMMARY

- A. Section includes cast-in-place concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, and finishes.
- B. Related Sections:
 - 1. Section 312000 "Earth Moving" for drainage fill under slabs-on-grade.

1.02 ACTION SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete mixture.
- C. Steel Reinforcement Shop Drawings: Placing drawings that detail fabrication, bending, and placement.
- D. Formwork Shop Drawings: Prepared by or under the supervision of a qualified professional engineer detailing fabrication, assembly, and support of formwork.

1.03 INFORMATIONAL SUBMITTALS

- A. Welding certificates.
- B. Material certificates.
- C. Material test reports.
- D. Floor surface flatness and levelness measurements.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A firm experienced in manufacturing ready-mixed concrete products and that complies with ASTM C 94/C 94M requirements for production facilities and equipment.
 - 1. Manufacturer certified according to NRMCA's "Certification of Ready Mixed Concrete Production Facilities."
- B. Testing Agency Qualifications: An independent agency, qualified according to ASTM C 1077 and ASTM E 329 for testing indicated.
- C. Welding Qualifications: Qualify procedures and personnel according to AWS D1.4/D 1.4M, "Structural Welding Code - Reinforcing Steel."
- D. ACI Publications: Comply with the following unless modified by requirements in the Contract Documents:
 - 1. ACI 301, "Specifications for Structural Concrete," Sections 1 through 5.
 - 2. ACI 117, "Specifications for Tolerances for Concrete Construction and Materials."
- E. Concrete Testing Service: Engage a qualified independent testing agency to perform material evaluation tests and to design concrete mixtures.
- F. Preinstallation Conference: Conduct conference at Project site or by telephone. Conference to include Architect, Structural Engineer, Contractor and / or Subcontractor.

2.01 FORM-FACING MATERIALS

- A. Smooth-Formed Finished Concrete: Form-facing panels that will provide continuous, true, and smooth concrete surfaces. Furnish in largest practicable sizes to minimize number of joints.
- B. Rough-Formed Finished Concrete: Plywood, lumber, metal, or another approved material. Provide lumber dressed on at least two edges and one side for tight fit.

2.02 STEEL REINFORCEMENT

- A. Recycled Content of Steel Products: Postconsumer recycled content plus one-half of preconsumer recycled content not less than 25 percent.
- B. Reinforcing Bars: ASTM A 615/A 615M, Grade 60, deformed.
- C. Plain-Steel Welded Wire Reinforcement: ASTM A 185/A 185M, plain, fabricated from as-drawn steel wire into flat sheets.
- D. Deformed-Steel Welded Wire Reinforcement: ASTM A 497/A 497M, flat sheet.
- E. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars and welded wire reinforcement in place. Manufacture bar supports from steel wire, plastic, or precast concrete according to CRSI's "Manual of Standard Practice. Where bar supports are located in slabs where the surface is exposed, bar supports shall be non-corrosive.

2.03 CONCRETE MATERIALS

- A. Cementitious Material: Use the following cementitious materials, of the same type, brand, and source, throughout Project:
 - 1. Portland Cement: ASTM C 150, Type I, gray. Supplement with the following with the approval of the Engineer:
 - a. Fly Ash: ASTM C 618, Class F. Maximum of 15% replacement of cement by mass.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal Weight Aggregates: ASTM C 33, graded.
 - 1. Maximum Coarse-Aggregate Size: 1-1/4 inches for interior slabs on grade, 1 inch for foundations and exterior slabs on grade.
 - 2. Fine Aggregate: Free of materials with deleterious reactivity to alkali in cement.
- C. Water: ASTM C 94/C 94M and potable.

2.04 ADMIXTURES

- A. Air-Entraining Admixture: ASTM C 260.
- B. Chemical Admixtures: Provide admixtures certified by manufacturer to be compatible with other admixtures and that will not contribute water-soluble chloride ions exceeding those permitted in hardened concrete. Do not use calcium chloride or admixtures containing calcium chloride.
 - 1. Water-Reducing Admixture: ASTM C 494/C 494M, Type A.
 - 2. Retarding Admixture: ASTM C 494/C 494M, Type B.
 - 3. Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type D.
 - 4. High-Range, Water-Reducing Admixture: ASTM C 494/C 494M, Type F.
 - 5. High-Range, Water-Reducing and Retarding Admixture: ASTM C 494/C 494M, Type G.
 - 6. Plasticizing and Retarding Admixture: ASTM C 1017/C 1017M, Type II.

2.05 VAPOR RETARDERS

- A. Sheet Vapor Retarder: ASTM E 1745, Class A, not less than 10 mils. Include manufacturer's recommended adhesive or pressure-sensitive tape.

2.06 CURING MATERIALS

- A. Evaporation Retarder: Waterborne, monomolecular film forming, manufactured for application to fresh concrete.
- B. Absorptive Cover: AASHTO M 182, Class 2, burlap cloth made from jute or kenaf, weighing approximately 9 oz./sq. yd. when dry.
- C. Moisture-Retaining Cover: ASTM C 171, polyethylene film or white burlap-polyethylene sheet.
- D. Water: Potable.

- E. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- F. Clear, Waterborne, Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, non-dissipating, certified by curing compound manufacturer to not interfere with bonding of floor covering.
- G. Clear, Solvent-Borne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
 - 1. VOC Content: Curing and sealing compounds shall have a VOC content of 200 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
- H. Clear, Waterborne, Membrane-Forming Curing and Sealing Compound: ASTM C 1315, Type 1, Class A.
 - 1. VOC Content: Curing and sealing compounds shall have a VOC content of 200 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

2.07 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber or ASTM D 1752, cork, or self-expanding cork.

2.08 CONCRETE MIXTURES

- A. Prepare design mixtures for each type and strength of concrete, proportioned on the basis of laboratory trial mixture or field test data, or both, according to ACI 301.
- B. Cementitious Materials: Use fly ash, pozzolan, ground granulated blast-furnace slag, and silica fume as needed to reduce the total amount of portland cement, which would otherwise be used, by not more than 15 percent. Only cement shall be used in polished concrete slabs.
- C. Admixtures: Use admixtures according to manufacturer's written instructions.
 - 1. Use water-reducing high-range water-reducing or plasticizing admixture in concrete, as required, for placement and workability. All anticipated admixtures must be clearly identified in any mix design submitted for approval.
 - 2. Use water-reducing and retarding admixture when required by high temperatures, low humidity, or other adverse placement conditions.
 - 3. Use water-reducing admixture in pumped concrete, concrete for heavy-use industrial slabs and parking structure slabs, concrete required to be watertight, and concrete with a water-cementitious materials ratio below 0.50.
- D. Proportion normal-weight concrete mixture as follows:
 - 1. Minimum Compressive Strength:
 - a. 4000 psi at 28 days for all interior slabs on grade, topping slabs, foundation walls, and exterior slabs
 - b. 3500 psi at 28 days for all footings or as noted on drawings.
 - 2. Typical Maximum Water-Cementitious Materials Ratio: see structural drawings.
 - 3. Maximum Water-Cementitious Materials Ratio for Polished Concrete Slabs: 0.45.
 - 4. Slump Limit: 8 inches (200 mm) for concrete with verified slump of 3 to 5 inches (50 to 100 mm) before adding high-range water-reducing admixture or plasticizing admixture, plus or minus 1 inch (25 mm).
 - 5. Air Content: 6 percent, plus or minus 1.5 percent at point of delivery for 1-inch (25-mm) nominal maximum aggregate size.
 - 6. Air Content: Do not allow air content of trowel-finished floors to exceed 3 percent.

2.09 FABRICATING REINFORCEMENT

- A. Fabricate steel reinforcement according to CRSI's "Manual of Standard Practice."

2.10 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, mix, and deliver concrete according to ASTM C 94/C 94M and ASTM C 1116/C 1116M and furnish batch ticket information.
 - 1. When air temperature is between 85 and 90 deg F (30 and 32 deg C), reduce mixing and delivery time from 1-1/2 hours to 75 minutes; when air temperature is above 90 deg F (32 deg C), reduce mixing and delivery time to 60 minutes.

3.01 FORMWORK

- A. Design, erect, shore, brace, and maintain formwork, according to ACI 301, to support vertical, lateral, static, and dynamic loads, and construction loads that might be applied, until structure can support such loads.
- B. Construct formwork so concrete members and structures are of size, shape, alignment, elevation, and position indicated, within tolerance limits of ACI 117.
- C. Chamfer exterior corners and edges of permanently exposed concrete.

3.02 EMBEDDED ITEMS

- A. Place and secure anchorage devices and other embedded items required for adjoining work that is attached to or supported by cast-in-place concrete. Use setting drawings, templates, diagrams, instructions, and directions furnished with items to be embedded.
 - 1. All post installed anchors used for anchor rods supporting steel columns, as indicated, are required to be tested by the Owner's testing agency unless approved by Engineer.

3.03 VAPOR RETARDERS

- A. Sheet Vapor Retarders: Place, protect, and repair sheet vapor retarder according to ASTM E 1643 and manufacturer's written instructions.
 - 1. Lap joints 6 inches (150 mm) and seal with manufacturer's recommended tape.

3.04 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for placing reinforcement.
 - 1. Do not cut or puncture vapor retarder. Repair damage and reseal vapor retarder before placing concrete.

3.05 JOINTS

- A. General: Construct joints true to line with faces perpendicular to surface plane of concrete.
- B. Construction Joints: Install so strength and appearance of concrete are not impaired, at locations indicated or as approved by Architect. All joints in exposed slabs must be approved by the Architect and Engineer.
- C. Contraction Joints in Slabs-on-Grade: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construction contraction joints for a depth equal to at least one-fourth of concrete thickness as follows. The Architect and Engineer must approve type of joint.
 - 1. Grooved Joints: Form contraction joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8 inch (3.2 mm). Repeat grooving of contraction joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.
 - 2. Sawed Joints: Form contraction joints with power saws equipped with shatterproof abrasive or diamond-rimmed blades. Cut 1/8-inch- (3.2-mm-) wide joints into concrete when cutting action will not tear, abrade, or otherwise damage surface and before concrete develops random contraction cracks.
- D. Isolation Joints in Slabs-on-Grade: After removing formwork, install joint-filler strips at slab junctions with vertical surfaces, such as column pedestals, foundation walls, grade beams, and other locations, as indicated.
- E. Maximum spacing of contraction joints:

1. Slab on Grade: 30 times the thickness of the slab or as indicated.
2. Exposed basement walls: 30 feet

3.06 CONCRETE PLACEMENT

- A. Before placing concrete, verify that installation of formwork, reinforcement, and embedded items is complete and that required inspections have been performed.
- B. Deposit concrete continuously in one layer or in horizontal layers of such thickness that no new concrete will be placed on concrete that has hardened enough to cause seams or planes of weakness. If a section cannot be placed continuously, provide construction joints as indicated. Deposit concrete to avoid segregation.
 1. Consolidate placed concrete with mechanical vibrating equipment according to ACI 301.
- C. Cold-Weather Placement: Comply with ACI 306.1.
- D. Hot-Weather Placement: Comply with ACI 301.

3.07 FINISHING FORMED SURFACES

- A. Rough-Formed Finish: As-cast concrete texture imparted by form-facing material with tie holes and defects repaired and patched. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 1. Apply to concrete surfaces not exposed to public view.
- B. Smooth-Formed Finish: As-cast concrete texture imparted by form-facing material, arranged in an orderly and symmetrical manner with a minimum of seams. Repair and patch tie holes and defects. Remove fins and other projections that exceed specified limits on formed-surface irregularities.
 1. Apply to concrete surfaces exposed to public view, or as indicated on drawings.
- C. Related Unformed Surfaces: At tops of walls, horizontal offsets, and similar unformed surfaces adjacent to formed surfaces, strike off smooth and finish with a texture matching adjacent formed surfaces. Continue final surface treatment of formed surfaces uniformly across adjacent unformed surfaces unless otherwise indicated.

3.08 FINISHING FLOORS AND SLABS

- A. General: Comply with ACI 302.1R recommendations for screeding, re-straightening, and finishing operations for concrete surfaces. Do not wet concrete surfaces.
- B. Scratch Finish: While still plastic, texture concrete surface that has been screeded and bull-floated or darbied. Use stiff brushes, brooms, or rakes to produce a profile amplitude of 1/4 inch (6 mm) in one direction.
 1. Apply scratch finish to surfaces indicated.
- C. Float Finish: Consolidate surface with power-driven floats or by hand floating if area is small or inaccessible to power driven floats. Restraighten, cut down high spots, and fill low spots. Repeat float passes and re-straightening until surface is left with a uniform, smooth, granular texture.
 1. Apply float finish to surfaces indicated or to be covered with fluid-applied or sheet waterproofing, built-up or membrane roofing, or sand-bed terrazzo.
- D. Trowel Finish: After applying float finish, apply first troweling and consolidate concrete by hand or power-driven trowel. Continue troweling passes and restrain until surface is free of trowel marks and uniform in texture and appearance. Grind smooth any surface defects that would telegraph through applied coatings or floor coverings.
 1. Apply a trowel finish to surfaces indicated, exposed to view or to be covered with resilient flooring, carpet, ceramic, or quarry tile set over a cleavage membrane, paint, or another thin-film-finish coating system.
 2. Finish to the following tolerances:
 - a. Gymnasiums, polished slabs on grade: Ff 50, FL33
 - b. Elevated polished slabs: Ff 38, FI 25

- c. All other slabs: Ff 25, FI 17
- 3. Floors shall be tested for flatness per ASTM E1155 within 48 hours of placement by the Owner's testing agency.
- E. Trowel and Fine-Broom Finish: Apply a first trowel finish to surfaces indicated and where ceramic or quarry tile is to be installed by either thickset or thin-set method. While concrete is still plastic, slightly scarify surface with a fine broom.
 - 1. Comply with flatness and levelness tolerances for trowel-finished floor surfaces.
- F. Broom Finish: Apply a broom finish to exterior concrete platforms, steps, ramps, and elsewhere as indicated.

3.09 CONCRETE PROTECTING AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures. Comply with ACI 306.1 for cold-weather protection and ACI 301 for hot-weather protection during curing. All permanently exposed slabs shall be wet cured.
- B. Evaporation Retarder: Apply evaporation retarder to unformed concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- C. Cure concrete according to ACI 308.1, by one or a combination of the following methods:
 - 1. Moisture Curing: Keep surfaces continuously moist for not less than seven days.
 - 2. Moisture-Retaining-Cover Curing: Cover concrete surfaces with moisture-retaining cover for curing concrete, placed in widest practicable width, with sides and ends lapped at least 12 inches (300 mm), and sealed by waterproof tape or adhesive. Cure for not less than seven days. Immediately repair any holes or tears during curing period using cover material and waterproof tape.
 - 3. Curing Compound: Apply uniformly in continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Maintain continuity of coating and repair damage during curing period.
 - a. Removal: After curing period has elapsed, remove curing compound without damaging concrete surfaces by method recommended by curing compound manufacturer unless manufacturer certifies curing compound will not interfere with bonding of floor covering used on Project.
 - 4. Curing and Sealing Compound: Apply uniformly to floors and slabs indicated in a continuous operation by power spray or roller according to manufacturer's written instructions. Recoat areas subjected to heavy rainfall within three hours after initial application. Repeat process 24 hours later and apply a second coat. Maintain continuity of coating and repair damage during curing period.

3.10 CONCRETE SURFACE REPAIRS

- A. Defective Concrete: Repair and patch defective areas when approved by Architect. Remove and replace concrete that cannot be repaired and patched to Architect's approval.
 - 1. Defective concrete shall be repaired, removed, or patched at no additional cost to the Owner.

3.11 FIELD QUALITY CONTROL

- A. Testing and Inspecting: Owner will engage a qualified testing and inspecting agency to perform field tests and inspections and prepare test reports. UNO, tests shall include the following for every 100 CY and fractions thereof of concrete placed:
 - 1. Slump, Air Content, Temperature (concrete and air), air entrainment and 1 set of 3 test cylinders. Break 1 cylinder at 7 days, 1 cylinder at 28 days and hold 1 cylinder in reserve.

2. The cost to perform additional tests due to defective concrete or deficient test results shall be paid by the Contractor. The cost to repair, remove or patch defective concrete shall be paid by the Contractor.

END OF SECTION

SECTION 03 37 13
SHOTCRETE

PART 1 GENERAL

1.01 QUALITY ASSURANCE

- A. Installer Qualifications: Nozzle operators with mean core grades not exceeding 2.5 and ACI Shotcrete Nozzleman certified.
- B. Mockups for each finish, design mixture, shooting orientation, and nozzle operator.
- C. Preconstruction Testing Service: Contractor engaged to perform tests and inspections on test panels.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Shotcrete Materials:
 - 1. Regional Materials: Aggregates and cementitious materials that have been extracted, harvested, or recovered, as well as manufactured, within 500 miles of Project site.
 - 2. Admixtures: Class A (liquid) or Class B (non-liquid) with maximum 0.1 percent chloride ions.

2.02 SHOTCRETE MIXTURES

- A. Cementitious Materials Replacing Portland Cement: Fly ash, pozzolan, slag cement, and silica fume to reduce portland cement by 40 percent.
- B. Cementitious Materials, Maximum Content: Fly ash, slag cement, and silica fume to not exceed, in combination, 15 percent of portland cement by weight.
- C. Shotcrete Mixture: wet-mix process.
 - 1. Compressive Strength (28 Days): 3500 psi
 - 2. Air Content: 7 percent before pumping.
 - 3. Aggregates: Lightweight.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Finishes: Natural gun

END OF SECTION

SECTION 04 01 20
BRICK MASONRY REPAIR

PART 1 GENERAL

1.01 ALLOWANCES

- A. Allowances for brick repair, abandoned anchor removal, brick removal and replacement, and patching masonry units.

1.02 UNIT PRICES

- A. Unit prices for quantity allowances.

1.03 QUALITY ASSURANCE

- A. Brick masonry repair specialist that is preapproved.
- B. Written program for quality control.

1.04 PRECONSTRUCTION TESTING

- A. Preconstruction testing service engaged by Contractor for testing of replacement brick and existing brick and mortar.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Face brick matching existing.
- B. Cementitious Materials: Portland cement and lime
- C. Sand Where Mortar Is Exposed: Matching sand in existing mortar
- D. Mortar pigments.
- E. Brick patching compound.

PART 3 EXECUTION

3.01 EXECUTION

- A. Abandoned anchors removed and holes patched.
- B. Bricks removed and replaced.
- C. Steel uncovered during the work painted with antirust coating.
- D. Brick patched with brick patching compound.
- E. Existing patches removed and replaced.
- F. Final cleaning performed only if overall cleaning occurs before repair work.

3.02 FIELD QUALITY CONTROL

- A. Inspectors: Architect's Project representatives.

END OF SECTION

SECTION 04 20 00
UNIT MASONRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete block.
- B. Mortar and grout.
- C. Reinforcement and anchorage.
- D. Flashings.
- E. Installation of Lintels.
- F. Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 05 50 00 - Metal Fabrications: Loose steel lintels and Fabricated steel items.
- B. Section 07 92 00 - Joint Sealants: Sealing control and expansion joints.

1.03 REFERENCE STANDARDS

- A. ASTM A153/A153M - Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware.
- B. ASTM A615/A615M - Standard Specification for Deformed and Plain Carbon-Steel Bars for Concrete Reinforcement.
- C. ASTM A951/A951M - Standard Specification for Steel Wire for Masonry Joint Reinforcement.
- D. ASTM A1064/A1064M - Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete.
- E. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units.
- F. ASTM C144 - Standard Specification for Aggregate for Masonry Mortar.
- G. ASTM C150/C150M - Standard Specification for Portland Cement.
- H. ASTM C207 - Standard Specification for Hydrated Lime for Masonry Purposes.
- I. ASTM C270 - Standard Specification for Mortar for Unit Masonry.
- J. ASTM C404 - Standard Specification for Aggregates for Masonry Grout.
- K. ASTM C476 - Standard Specification for Grout for Masonry.
- L. ASTM C780 - Standard Test Method for Preconstruction and Construction Evaluation of Mortars for Plain and Reinforced Unit Masonry.
- M. ASTM C1714/C1714M - Standard Specification for Preblended Dry Mortar Mix for Unit Masonry.
- N. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide data for masonry units, fabricated wire reinforcement, mortar, and masonry accessories.
- C. Shop Drawings: Indicate pertinent dimensions, materials, anchorage, size and type of fasteners, and accessories for masonry support system.
- D. Steel Reinforcement Shop Drawings: Prepare Shop Drawings showing details of fabrication, bending, and placement, prepared according to ACI 315, "Details and Detailing of Concrete Reinforcement".

1. Include material, grade, bar schedules, tie and/or stirrup spacing, splices, bent bar diagrams, and other arrangements and assemblies required for fabrication and placement of reinforcement for masonry work.
 2. Show all walls in plan and elevation.
- E. Mix Designs: For each type of mortar and grout. Include description of type and proportions of ingredients.
1. Include test reports for mortar mixes required to comply with property specification. Test according to ASTM C 109/C 109M for compressive strength, ASTM C 1506 for water retention, and ASTM C 91 for air content.
- F. Manufacturer's Certificate: Certify that masonry units meet or exceed specified requirements.

1.05 QUALITY ASSURANCE

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of Contract Documents.
- B. See Section 01 45 33 for testing and inspection requirements. Testing and inspection shall comply with the requirements of the governing edition of the IBC.
- C. Manufacturer Qualifications: Company specializing in manufacturing the type of products specified in this section with minimum three years of documented experience.
- D. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.
- E. Source Limitations for Masonry Units: Obtain exposed masonry units of a uniform texture and color, or a uniform blend within the ranges accepted for these characteristics, from single source from single manufacturer for each product required.
- F. Source Limitations for Mortar Materials: Obtain mortar ingredients of a uniform quality, including color for exposed masonry, from single manufacturer for each cementitious component and from single source or producer for each aggregate.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.
- B. Deliver preblended, dry mortar mix in moisture-resistant containers designed for use with dispensing silos.
- C. Store masonry units on elevated platforms in a dry location. If units are not stored in an enclosed location, cover tops and sides of stacks with waterproof sheeting, securely tied. If units become wet, do not install until they are dry.
- D. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.

1.07 FIELD CONDITIONS

- A. Cold and Hot Weather Requirements: Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.
 1. Cold-Weather Cleaning: Use liquid cleaning methods only when air temperature is 40 deg F (4 deg C) and higher and will remain so until masonry has dried, but not less than seven days after completing cleaning.
- B. Protection of Masonry: During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
 1. Extend cover a minimum of 24 inches (600 mm) down both sides of walls and hold cover securely in place.

2. Where one wythe of multiwythe masonry walls is completed in advance of other wythes, secure cover a minimum of 24 inches (600 mm) down face next to unconstructed wythe and hold cover in place.
- C. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
 1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
 2. Protect sills, ledges, and projections from mortar droppings.
 3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
 4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.

PART 2 PRODUCTS

2.01 UNIT MASONRY - GENERAL

- A. Defective Units: Referenced masonry unit standards may allow a certain percentage of units to contain chips, cracks, or other defects exceeding limits stated in the standard. Do not use units where such defects will be exposed in the completed Work.

2.02 CONCRETE MASONRY UNITS

- A. Concrete Block: Comply with referenced standards and as follows:
 1. Size: Standard units with nominal face dimensions of 16 by 8 inches and nominal depths as indicated on drawings for specific locations.
 2. Load-Bearing Units: ASTM C90, normal weight.
 - a. Hollow block.
 - b. Compressive strength: 1.5 ksi, unless otherwise indicated on drawings.
 - c. Exposed Faces: Manufacturer's standard color and texture.
 3. Non-Loadbearing Units: ASTM C90.
 - a. Hollow block.
 - b. Normal weight.
 - c. Compressive strength as indicated on drawings.
 - d. Exposed Faces: Manufacturer's standard color and texture.

2.03 MORTAR AND GROUT MATERIALS

- A. At Contractor's option, mortar and grout may be field-mixed from packaged dry materials, made from factory premixed dry materials with addition of water only, or ready-mixed.
- B. Portland Cement: ASTM C150/C150M, Type I; color as required to produce approved color sample.
 1. Not more than 0.60 percent alkali.
- C. Hydrated Lime: ASTM C207, Type S.
- D. Mortar Aggregate: ASTM C144.
- E. Grout Aggregate: ASTM C404.
- F. Water: Clean and potable.
- G. Integral Water Repellent Admixture for Mortar: Polymeric liquid or powder admixture added to mortar at the time of manufacture.

1. Use only water repellent admixture for mortar from the same manufacturer as water repellent admixture in masonry units.
 2. Meet or exceed performance specified for water repellent admixture used in masonry units.
- H. Packaged Dry Material for Mortar for Unit Masonry: Premixed Portland cement, hydrated lime, and sand; complying with ASTM C1714/C1714M and capable of producing mortar of the specified strength in accordance with ASTM C270 with the addition of water only.
1. Color: Standard gray.
 2. Manufacturers:
 - a. Amerimix, an Oldcastle brand; AMX 405C: www.amerimix.com/#sle.
 - b. Cemex; USA; Masonry Mortar; www.cemexusa.com.
 - c. SpecMix; Portland, Lime and Sand Mortar; www.specmix.com.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.

2.04 REINFORCEMENT AND ANCHORAGE

- A. Reinforcing Steel: ASTM A615/A615M, Grade 60 (60,000 psi), deformed billet bars; uncoated.
- B. Joint Reinforcement: Use ladder type joint reinforcement where vertical reinforcement is involved and truss type elsewhere, unless otherwise indicated.
- C. Single Wythe Joint Reinforcement: ASTM A951/A951M.
 1. Material: ASTM A1064/A1064M steel wire, hot dip galvanized after fabrication to ASTM A153/A153M, Class B.
 2. Size: 0.1483 inch side rods with 0.1483 inch cross rods; width as required to provide not less than 5/8 inch of mortar coverage on each exposure.
- D. Flexible Anchors: 2-piece anchors that permit differential movement between masonry and building frame, sized to provide not less than 5/8 inch of mortar coverage from masonry face.
 1. Steel frame: Crimped wire anchors for welding to frame, 0.25 inch thick, with trapezoidal wire ties 0.1875 inch thick, hot dip galvanized to ASTM A 153/A 153M, Class B.

2.05 MISCELLANEOUS ANCHORS

- A. Postinstalled Anchors: Torque-controlled expansion anchors or chemical anchors.
 1. Structural Applications:
 - a. As indicated.
 2. Non-Structural Applications:
 - a. Acceptable Manufacturers and products:
 - i. Hilti Fastening Systems
 - 1) Kwik Bolt III Expansion Anchor
 - 2) HIT HY 70
 - ii. ITW Red Head:
 - 1) Trubolt Wedge Anchor
 - 2) Epcon C6 Adhesive.
 - iii. Powers Fastening Inc:
 - 1) Power-Stud Expansion Anchor
 - 2) PE1000+ Adhesive.
 - iv. Or approved equivalent.
 3. Material for Interior Locations: Carbon-steel components zinc plated to comply with ASTM B 633 or ASTM F 1941 (ASTM F 1941M), Class Fe/Zn 5 unless otherwise indicated.

2.06 ACCESSORIES

- A. Preformed Control Joints: Rubber material. Provide with corner and tee accessories, fused joints.
- B. Joint Filler: Closed cell polypropylene; oversized 50 percent to joint width; self expanding; 3/8 inch wide by maximum lengths available.
- C. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

2.07 LINTELS

- A. Steel Lintels: See Section 05 50 00 - Metal Fabrications and Structural Drawings.

2.08 MORTAR AND GROUT MIXING

- A. Mortar for Unit Masonry: ASTM C270, using the Proportion Specification.
 - 1. Masonry below grade and in contact with earth: Type S.
 - 2. Interior, loadbearing masonry: Type N.
 - 3. Interior, non-loadbearing masonry: Type N.
- B. Grout: ASTM C476; consistency required to fill completely volumes indicated for grouting; fine grout for spaces with smallest horizontal dimension of 2 inches or less; coarse grout for spaces with smallest horizontal dimension greater than 2 inches.
 - 1. Minimum compressive strength: 2000 psi.
- C. Admixtures: Add to mixture at manufacturer's recommended rate and in accordance with manufacturer's instructions; mix uniformly.
- D. Mixing: Use mechanical batch mixer and comply with referenced standards.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

3.02 PREPARATION

- A. Direct and coordinate placement of metal anchors supplied for installation under other sections.
- B. Provide temporary bracing during installation of masonry work. Maintain in place until building structure provides permanent bracing.

3.03 COLD AND HOT WEATHER REQUIREMENTS

- A. Comply with requirements of TMS 402/602 or applicable building code, whichever is more stringent.

3.04 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Concrete Masonry Units:
 - 1. Bond: Running.
 - 2. Coursing: One unit and one mortar joint to equal 8 inches.
 - 3. Mortar Joints: Concave.
 - a. Flush where concealed or receiving resilient base.

3.05 PLACING AND BONDING

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B. Lay hollow masonry units with face shell bedding on head and bed joints.
- C. Buttering corners of joints or excessive furrowing of mortar joints is not permitted.
- D. Remove excess mortar and mortar smears as work progresses.
- E. Remove excess mortar with water repellent admixture promptly. Do not use acids, sandblasting or high pressure cleaning methods.
- F. Interlock intersections and external corners.
- G. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
- H. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.
- I. Cut mortar joints flush where resilient base is scheduled.
- J. Isolate masonry partitions from vertical structural framing members with a control joint as indicated.
- K. Isolate top joint of masonry partitions from horizontal structural framing members and slabs or decks with compressible joint filler.

3.06 REINFORCEMENT AND ANCHORAGE - GENERAL AND SINGLE WYTHE MASONRY

- A. Unless otherwise indicated on drawings or specified under specific wall type, install horizontal joint reinforcement 16 inches on center.
- B. Place masonry joint reinforcement in first and second horizontal joints above and below openings. Extend minimum 16 inches each side of opening.
- C. Place continuous joint reinforcement in first and second joint below top of walls.
- D. Lap joint reinforcement ends minimum 6 inches.
- E. Fasten anchors to structural framing and embed in masonry joints as masonry is laid. Unless otherwise indicated on drawings or closer spacing is indicated under specific wall type, space anchors at maximum of 36 inches horizontally and 24 inches vertically.
- F. Embed ties and anchors in mortar joint and extend into masonry unit a minimum of 1-1/2 inches with at least 5/8 inch mortar cover to the outside face of the anchor.
- G. See Grouting Article for vertical reinforcement.

3.07 LINTELS

- A. Install loose steel lintels over openings. See Structural Notes and drawings for lintel sizing.
- B. Maintain minimum 8 inch bearing on each side of opening.

3.08 GROUTED COMPONENTS

- A. Reinforce masonry unit cores and cavities with reinforcing bars and grout as shown on structural drawings. Grout all cores containing rebar and as indicated on drawings.
 - 1. For non-structural walls shown on architectural drawings, use #5 vertical bars at 32 inches on center in fully grouted cores.
- B. Lap splices minimum 24 bar diameters.
- C. Support and secure reinforcing bars from displacement. Maintain position within 1/2 inch of dimensioned position.
- D. Place and consolidate grout fill without displacing reinforcing.
- E. Grouting: Do not place grout until entire pour height of masonry to be grouted has attained enough strength to resist grout pressure.

1. Comply with requirements in ACI 530.1/ASCE 6/TMS 602 for grout mix design, cleanouts, and for grout placement, including minimum grout space and maximum pour height. Cleanouts are required at the base of every vertical cell containing reinforcement where the grout pour height exceeds 12.67 feet (3862 mm).
- F. Limit height of vertical grout lifts to not more than 60 inches (1524 mm). ACI compliant procedure for higher grout lift may be submitted for approval. Place and consolidate grout fill without displacing reinforcing.
- G. At bearing locations, fill masonry cores with grout for a minimum 12 inches either side of opening.
- H. Grout hollow metal frames installed into masonry walls.

3.09 CONTROL AND EXPANSION JOINTS

- A. Provide control joints in concrete masonry unit walls at the locations as indicated, or if not indicated at not more than 25-feet o.c. or at a panel ratio of not more than 1.5:1. Refer to NMCA TEK 10-2C for joint locations with respect to openings and corners.
- B. Do not continue horizontal joint reinforcement through control or expansion joints.
- C. Form control joint with a sheet building paper bond breaker fitted to one side of the hollow contour end of the block unit. Fill the resultant core with grout fill. Rake joint at exposed unit faces for placement of backer rod and sealant.
- D. Size control joints as indicated on drawings; if not indicated, 3/4 inch wide and deep.

3.10 BUILT-IN WORK

- A. As work progresses, install built-in metal door frames, glazed frames, anchor bolts, and plates and other items to be built into the work and furnished under other sections.
- B. Install built-in items plumb, level, and true to line.
- C. Bed anchors of metal door and glazed frames in adjacent mortar joints. Fill frame voids solid with grout.
 1. Fill adjacent masonry cores with grout minimum 12 inches from framed openings.
- D. Do not build into masonry construction organic materials that are subject to deterioration.

3.11 TOLERANCES

- A. Maximum Variation from Alignment of Columns: 1/4 inch.
- B. Maximum Variation From Unit to Adjacent Unit: 1/16 inch.
- C. Maximum Variation from Plane of Wall: 1/4 inch in 10 ft and 1/2 inch in 20 ft or more.
- D. Maximum Variation from Plumb: 1/4 inch per story non-cumulative; 1/2 inch in two stories or more.
- E. Maximum Variation from Level Coursing: 1/8 inch in 3 ft and 1/4 inch in 10 ft; 1/2 inch in 30 ft.
- F. Maximum Variation of Mortar Joint Thickness: Head joint, minus 1/4 inch, plus 3/8 inch.
- G. Maximum Variation from Cross Sectional Thickness of Walls: 1/4 inch.

3.12 CUTTING AND FITTING

- A. Cut and fit for chases, pipes, conduit, sleeves, and grounds. Coordinate with other sections of work to provide correct size, shape, and location.
- B. Obtain approval prior to cutting or fitting masonry work not indicated or where appearance or strength of masonry work may be impaired.

3.13 FIELD QUALITY CONTROL

- A. An independent testing agency will perform field quality control tests, as specified in Section 01 40 00 - Quality Requirements.
- B. Mortar Tests: Test each type of mortar in accordance with ASTM C780, testing with same frequency as masonry samples.

3.14 CLEANING

- A. Remove excess mortar and mortar droppings.
- B. Replace defective mortar. Match adjacent work.
- C. Clean soiled surfaces with cleaning solution.
- D. Use non-metallic tools in cleaning operations.

3.15 PROTECTION

- A. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.
- B. During construction, cover tops of walls, projections, and sills with waterproof sheeting at end of each day's work. Cover partially completed masonry when construction is not in progress.
- C. Increase extent of cover in first subparagraph below as needed to suit local climatic conditions.
- D. Extend cover a minimum of 24 inches (600 mm) down both sides of walls and hold cover securely in place.
- E. Do not apply uniform floor or roof loads for at least 12 hours and concentrated loads for at least three days after building masonry walls or columns.
- F. Stain Prevention: Prevent grout, mortar, and soil from staining the face of masonry to be left exposed or painted. Immediately remove grout, mortar, and soil that come in contact with such masonry.
 - 1. Protect base of walls from rain-splashed mud and from mortar splatter by spreading coverings on ground and over wall surface.
 - 2. Protect sills, ledges, and projections from mortar droppings.
 - 3. Protect surfaces of window and door frames, as well as similar products with painted and integral finishes, from mortar droppings.
 - 4. Turn scaffold boards near the wall on edge at the end of each day to prevent rain from splashing mortar and dirt onto completed masonry.

END OF SECTION

**SECTION 06 10 00
ROUGH CARPENTRY**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Wall sheathing:
 - 1. APA rated sheathing.
- B. Roof-mounted curbs.
- C. Roofing nailers.
- D. Preservative treated wood materials.
- E. Fire retardant treated wood materials.
- F. Concealed wood blocking, nailers, and supports.

1.02 REFERENCE STANDARDS

- A. ASTM D2898 - Standard Test Methods for Accelerated Weathering of Fire-Retardant-Treated Wood for Fire Testing.
- B. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber.
- C. ASTM E2178 - Standard Test Method for Air Permeance of Building Materials.
- D. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- E. AWPA U1 - Use Category System: User Specification for Treated Wood.
- F. PS 1 - Structural Plywood.
- G. PS 20 - American Softwood Lumber Standard.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide technical data on panel products.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. General: Cover wood products to protect against moisture. Support stacked products to prevent deformation and to allow air circulation.
- B. Fire Retardant Treated Wood: Prevent exposure to precipitation during shipping, storage, and installation.

PART 2 PRODUCTS

2.01 GENERAL REQUIREMENTS

- A. Dimension Lumber: Comply with PS 20 and requirements of specified grading agencies.
 - 1. Species: Douglas Fir-Larch, unless otherwise indicated.
 - 2. If no species is specified, provide species graded by the agency specified; if no grading agency is specified, provide lumber graded by grading agency meeting the specified requirements.
 - 3. Grading Agency: Grading agency whose rules are approved by the Board of Review, American Lumber Standard Committee at www.alsc.org, and who provides grading service for the species and grade specified; provide lumber stamped with grade mark unless otherwise indicated.
 - 4. Lumber of other species or grades is acceptable provided structural and appearance characteristics are equivalent to or better than products specified.
- B. Engineered wood products containing added urea-formaldehyde are not permitted.

2.02 DIMENSION LUMBER FOR CONCEALED APPLICATIONS

- A. Sizes: Nominal sizes as indicated on drawings, S4S.
- B. Moisture Content: S-dry or MC19.
- C. Fire-retardant treated.
- D. Miscellaneous Framing, Blocking, Nailers, Grounds, and Furring:
 - 1. Lumber: S4S, No. 1 or Construction Grade.
 - 2. Boards: Standard or No. 3.

2.03 CONSTRUCTION PANELS

- A. Wall Sheathing, where indicated a wood: Any PS 2 type.
 - 1. Bond Classification: Exterior.
 - 2. Grade: Structural I Sheathing.
 - 3. Span Rating: 24.
 - 4. Performance Category: 3/4 PERF CAT.
 - 5. Edge Profile: Square edge.
- B. Concealed Backing for wall-mounted items- provide backing as required for loading from one of the following:
 - 1. Fire-retardant treated.
 - 2. Dimension Lumber: as noted above
 - 3. Plywood: as noted below
 - 4. Proprietary fire-resistance-treated blocking and bracing in width indicated or required for loading: ClarkDietrich Building Systems LLC Danback Fire-Treated Wood Backing Plate.
- C. Plywood Applications: all fire-retardant treated.
 - 1. Plywood Concealed From View But Located Within Exterior Enclosure: PS 1, C-C Plugged or better, Exterior grade.
 - 2. Plywood Exposed to View But Not Exposed to Weather: PS 1, A-D, or better.
 - 3. Other Locations: PS 1, C-D Plugged or better.

2.04 ACCESSORIES

- A. Fasteners and Anchors:
 - 1. Metal and Finish: Stainless steel for high humidity and preservative-treated wood locations, unfinished steel elsewhere.
 - 2. Anchors: as follows:
 - a. Toggle bolt type for anchorage to hollow masonry.
 - b. Expansion shield and lag bolt type for anchorage to solid masonry or concrete.
 - c. Bolt or ballistic fastener for anchorages to steel.
 - 3. Wood Screws: ASME B18.6.1.
 - 4. Lag Bolts: ASME B18.2.1
 - 5. Power Driven Fasteners: Fastener systems with an evaluation report acceptable to authorities having jurisdiction, based on ACC-ES AC70.

2.05 FACTORY WOOD TREATMENT

- A. Treated Lumber and Plywood: Comply with requirements of AWPA U1 - Use Category System for wood treatments determined by use categories, expected service conditions, and specific applications.

1. Fire-Retardant Treated Wood: Mark each piece of wood with producer's stamp indicating compliance with specified requirements.
 2. Preservative-Treated Wood: Provide lumber and plywood marked or stamped by an ALSC-accredited testing agency, certifying level and type of treatment in accordance with AWP standards.
- B. Fire Retardant Treatment:
1. Exterior Type: AWP U1, Category UCFB, Commodity Specification H, chemically treated and pressure impregnated; capable of providing a maximum flame spread index of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes both before and after accelerated weathering test performed in accordance with ASTM D2898.
 - a. Kiln dry wood after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.
 - b. Do not use treated wood in direct contact with the ground.
 2. Interior Type A: AWP U1, Use Category UCFA, Commodity Specification H, low temperature (low hygroscopic) type, chemically treated and pressure impregnated; capable of providing a maximum flame spread index of 25 when tested in accordance with ASTM E84, with no evidence of significant combustion when test is extended for an additional 20 minutes.
 - a. Kiln dry wood after treatment to a maximum moisture content of 19 percent for lumber and 15 percent for plywood.
 - b. Treat rough carpentry items as indicated .
 - c. Do not use treated wood in applications exposed to weather or where the wood may become wet.
- C. Preservative Treatment:
1. Preservative Pressure Treatment of Lumber Above Grade: AWP U1, Use Category UC3B, Commodity Specification A using waterborne preservative.
 - a. Kiln dry lumber after treatment to maximum moisture content of 19 percent.
 - b. Treat lumber exposed to weather.
 - c. Treat lumber in contact with masonry or concrete.
 - d. Treat lumber less than 18 inches above grade.
 - e. Treat lumber in other locations as indicated.
 2. Preservative Pressure Treatment of Plywood Above Grade: AWP U1, Use Category UC2 and UC3B, Commodity Specification F using waterborne preservative.
 - a. Kiln dry plywood after treatment to maximum moisture content of 19 percent.
 - b. Treat plywood in contact with masonry or concrete.
 - c. Treat plywood less than 18 inches above grade.
 - d. Treat plywood in other locations as indicated.

PART 3 EXECUTION

3.01 PREPARATION

- A. Coordinate installation of rough carpentry members specified in other sections.

3.02 INSTALLATION - GENERAL

- A. Select material sizes to minimize waste.
- B. Reuse scrap to the greatest extent possible; clearly separate scrap for use on site as accessory components, including: shims, bracing, and blocking.

- C. Where treated wood is used on interior, provide temporary ventilation during and immediately after installation sufficient to remove indoor air contaminants.

3.03 BLOCKING, NAILERS, AND SUPPORTS

- A. Provide framing and blocking members as indicated or as required to support finishes, fixtures, specialty items, and trim.
- B. In framed assemblies that have concealed spaces, provide solid wood fireblocking as required by applicable local code, to close concealed draft openings between floors and between top story and roof/attic space; other material acceptable to authorities having jurisdiction may be used in lieu of solid wood blocking.
- C. In walls, provide blocking attached to studs as backing and support for wall-mounted items, unless item can be securely fastened to two or more studs or other method of support is explicitly indicated.
- D. Where ceiling-mounting is indicated, provide blocking and supplementary supports above ceiling, unless other method of support is explicitly indicated.

3.04 ROOF-RELATED CARPENTRY

- A. Coordinate installation of roofing carpentry with deck construction, framing of roof openings, and roofing assembly installation.
- B. Provide wood curb at each roof opening except where specifically indicated otherwise; form corners by alternating lapping side members.

3.05 INSTALLATION OF CONSTRUCTION PANELS

- A. Wall Sheathing: Secure with long dimension perpendicular to wall studs, with ends over firm bearing and staggered, using screws.
- B. Wall Sheathing and Roof Sheathing with Laminated Water-Resistive Barrier and Air Barrier: Secure to studs in accordance with manufacturer's installation instructions.
 - 1. Install with laminated water-resistive and air barrier on exterior side of sheathing.
 - 2. Do not bridge building expansion joints; cut and space edges of panels to match spacing of structural support elements.
 - 3. Apply manufacturer's standard seam tape to joints between sheathing panels; use tape gun or hard rubber roller in accordance with manufacturer's installation instructions.

3.06 CLEANING

- A. Waste Disposal:
 - 1. Comply with applicable regulations.
 - 2. Do not burn scrap on project site.
 - 3. Do not burn scraps that have been pressure treated.
 - 4. Do not send materials treated with pentachlorophenol, CCA, or ACA to co-generation facilities or "waste-to-energy" facilities.
- B. Do not leave wood, shavings, sawdust, etc. on the ground or buried in fill.
- C. Prevent sawdust and wood shavings from entering the storm drainage system.

END OF SECTION

SECTION 07 21 00
THERMAL INSULATION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Board insulation at cavity wall construction, perimeter foundation wall, and underside of floor slabs.
- B. Batt insulation in exterior wall construction.
- C. Foamed-in-Place insulation for:
 - 1. Filling exterior wall crevices.
 - 2. Filling perimeter window and door shim spaces.
 - 3. At junctions of dissimilar wall and roof materials.

1.02 RELATED REQUIREMENTS

- A. Section 03 30 00 - Cast-in-Place Concrete: coordination of insulation installation at perimeter foundation wall and underside of floor slabs.
- B. Section 07 27 00 - Air Barriers: Separate air barrier materials.
- C. Section 07 54 00 - Thermoplastic Membrane Roofing: Insulation specified as part of roofing system.

1.03 REFERENCE STANDARDS

- A. ASTM C578 - Standard Specification for Rigid, Cellular Polystyrene Thermal Insulation.
- B. ASTM C665 - Standard Specification for Mineral-Fiber Blanket Thermal Insulation for Light Frame Construction and Manufactured Housing.
- C. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- D. ASTM E136 - Standard Test Method for Assessing Combustibility of Materials Using a Vertical Tube Furnace at 750°C.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on product characteristics, performance criteria, and product limitations.

1.05 FIELD CONDITIONS

- A. Do not install insulation adhesives when temperature or weather conditions are detrimental to successful installation.

PART 2 PRODUCTS

2.01 APPLICATIONS

- A. Insulation Under Concrete Slabs: Extruded polystyrene (XPS) board.
- B. Insulation at Perimeter of Foundation: Extruded polystyrene (XPS) board.
- C. Insulation Inside Masonry Cavity Walls: Extruded polystyrene (XPS) board.
- D. Insulation in Wood Framed Walls: Batt insulation with no vapor retarder.
- E. Insulation for filling joints, crevices and shim spaces: Foamed-in-place insulation.

2.02 FOAM BOARD INSULATION MATERIALS

- A. Extruded Polystyrene (XPS) Board Insulation: Comply with ASTM C578 with either natural skin or cut cell surfaces.
 - 1. Type and Compressive Resistance: Type IV, 25 psi (173 kPa), minimum.

2. Flame Spread Index (FSI): Class A - 0 to 25, when tested in accordance with ASTM E84.
3. Smoke Developed Index (SDI): 450 or less, when tested in accordance with ASTM E84.
4. Thermal Resistance, R-value: 5.0 (0.88) per 1 inch thickness at 75 degrees F mean temperature.
5. Board Edges: Square.
6. Water Absorption: 0.3 percent by volume, maximum, by total immersion.
7. Thickness:
 - a. Below grade: 2 inches, unless noted otherwise
 - b. Above grade: 2-1/2 inches, unless noted otherwise.
8. Products:
 - a. DiversiFoam
 - b. Dow Chemical Company; STYROFOAM SquareEdge: www.dow.com/sle.
 - c. Kingspan Insulation LLC; GreenGuard XPS: www.kingspan.com/#sle.
 - d. Owens Corning Corporation; FOAMULAR Extruded Polystyrene (XPS) Insulation: www.ocbuildingspec.com/#sle.
 - e. Pactiv Building Products: www.pactiv.com
 - f. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 BATT INSULATION MATERIALS

- A. Provide one of the following:
- B. Flexible Glass Fiber Blanket Thermal Insulation: Preformed insulation, complying with ASTM C665; friction fit.
 1. Flame Spread Index: 75 or less, when tested in accordance with ASTM E84.
 2. Smoke Developed Index: 450 or less, when tested in accordance with ASTM E84.
 3. Combustibility: Non-combustible, when tested in accordance with ASTM E136.
 4. Facing: Aluminum foil, flame spread 25 rated; one side.
 5. Products:
 - a. CertainTeed Corporation: www.certainteed.com/#sle.
 - b. Johns Manville: www.jm.com/#sle.
 - c. Owens Corning Corporation; EcoTouch PINK FIBERGLAS Insulation: www.ocbuildingspec.com/#sle.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
- C. Mineral Wool Blanket Thermal Insulation: Flexible or semi-rigid preformed insulation, complying with ASTM C665.
 1. Flame Spread Index: 25 or less, when tested in accordance with ASTM E84.
 2. Smoke Developed Index: 450 or less, when tested in accordance with ASTM E84.
 3. Products:
 - a. Johns Manville; Mineral Wool TempControl Batts: www.jm.com/#sle.
 - b. ROCKWOOL; COMFORTBATT: www.rockwool.com/#sle.
 - c. Thermafiber, Inc; SAFB FF: www.thermafiber.com/#sle.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.

2.04 FOAMED-IN-PLACE INSULATION

- A. Shim Space Insulation: Polyurethane type, single component spray foam system, reduced expansion spray foam system; semi-rigid; closed cell.
 - 1. Application: Fill shim spaces around openings, for sealing seams in board insulation within the joint, and joints greater than 1/8" between furring and insulation. NOT to be used at curtainwall shim space.
 - 2. Thermal Value (R), Minimum: 4.50 per inch, when tested in accordance with ASTM C 518.
 - 3. Density: 1.3 lb/cu ft, when tested in accordance with ASTM D 1622.
 - 4. Flame Spread: 20, when tested in accordance with UL 1715 Fire Test.
 - 5. Smoke Development: 25, when tested in accordance with UL 1715 Fire Test.
 - 6. Product:
 - a. Convenience Products: "Touch 'n Seal No-Warp Foam".
 - b. Hilti: "CF 812 Window and Door Pro Low-Pressure Filler Foam".
 - c. Substitutions: See Section 01 60 00 - Product Requirements.

2.05 ACCESSORIES

- A. Weather Barrier: See Section 07 27 00 - Air Barriers.
- B. Tape: Reinforced polyethylene film with acrylic pressure sensitive adhesive.
 - 1. Application: Sealing of interior circular penetrations, such as pipes or cables.
 - 2. Width: Are required for application.
 - 3. Temperature Resistance: Range of minus 40 to 212 degrees F.
- C. Tape joints of rigid insulation in accordance with insulation manufacturers' instructions.
- D. Insulation Fasteners: Appropriate for purpose intended and approved by manufacturer.
 - 1. Length as required for thickness of insulation material and penetration of substrate, with plastic washers.
- E. Adhesive: Type recommended by insulation manufacturer for application.
 - 1. Must show compatibility with adjacent products.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrate, adjacent materials, and insulation materials are dry and that substrates are ready to receive insulation and adhesive.
- B. Verify substrate surfaces are flat, free of honeycomb, fins, irregularities, or materials or substances that may impede adhesive bond.
- C. Verify substrate materials are compatible with insulation & adhesives.

3.02 PREPARATION

- A. Spray Foam:
 - 1. Mask and protect adjacent surfaces from over spray or dusting.
 - 2. Apply primer in accordance with manufacturer's instructions.

3.03 BOARD INSTALLATION AT FOUNDATION PERIMETER

- A. Apply adhesive to back of boards:
 - 1. Three continuous beads per board length.
- B. Install boards horizontally on foundation perimeter.
 - 1. Place boards to maximize adhesive contact.

2. Butt edges and ends tightly to adjacent boards and to protrusions.

C. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.

3.04 BOARD INSTALLATION AT CAVITY WALLS

- A. Secure impale fasteners to substrate at frequency recommended by manufacturer.
- B. Adhere a 6 inches wide strip of polyethylene sheet over expansion joints with double beads of adhesive each side of joint.
 1. Extend sheet full height of joint.
- C. Apply adhesive to back of boards:
 1. Three continuous beads per board length.
- D. Install boards to fit snugly between wall ties.
- E. Install boards horizontally on walls.
 1. Place boards to maximize adhesive contact.
 2. Install in running bond pattern.
 3. Butt edges and ends tightly to adjacent boards and protrusions.
 4. Place impale fastener locking discs.
- F. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.

3.05 BOARD INSTALLATION UNDER CONCRETE SLABS

- A. Place insulation under slabs on grade after base for slab has been compacted.
- B. Cut and fit insulation tightly to protrusions or interruptions to the insulation plane.
- C. Prevent insulation from being displaced or damaged while placing vapor retarder and placing slab.

3.06 SPRAY FOAM INSULATION

- A. Apply insulation in accordance with manufacturer's instructions.
- B. Apply insulation by spray method, to a uniform monolithic density without voids. Do not exceed manufacturer's recommended thickness per application.
- C. Where applied to voids and gaps assure space for expansion to avoid pressure on adjacent materials that may bind operable parts.
- D. Trim excess away for applied trim or remove as required for continuous sealant bead.

3.07 PROTECTION

- A. Do not permit installed insulation to be damaged prior to its concealment.

END OF SECTION

SECTION 07 27 00
AIR BARRIERS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Air barriers
 - 1. Fluid-applied, non-vapor-permeable.

1.02 RELATED REQUIREMENTS

- A. Section 04 20 00 - Unit Masonry: concrete block substrate.
- B. Section 06 10 00 - Rough Carpentry: Sheathing substrate under exterior cladding.
- C. Section 07 26 00 - Vapor Retarders: Interior vapor retarders.

1.03 DEFINITIONS

- A. Air Barrier: Airtight barrier made of material that is virtually air impermeable but water vapor permeable, both to amount as specified, with sealed seams and sealed joints to adjacent surfaces.

1.04 REFERENCE STANDARDS

- A. ASTM D1970/D1970M - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
- B. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.
- C. ASTM E96/E96M - Standard Test Methods for Water Vapor Transmission of Materials.
- D. ASTM E2178 - Standard Test Method for Air Permeance of Building Materials.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on material characteristics, performance criteria, and limitations.
- C. Shop Drawings: Provide drawings of special joint conditions.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualification: Use evaluated materials from a single manufacturer regularly engaged in air barrier material manufacture, and use secondary materials approved in writing by primary material manufacturer.
- B. Installer Qualifications: Company specializing in performing the work of this section.

1.07 FIELD CONDITIONS

- A. Maintain temperature and humidity recommended by materials manufacturers before, during, and after installation.

1.08 WARRANTY

- A. Product Warranty: To repair or replace weather barrier product that fails in materials within the specified warranty period.
 - 1. Warranty Period: 10 years

PART 2 PRODUCTS

2.01 AIR BARRIER MATERIALS (AIR IMPERMEABLE AND WATER VAPOR IMPERMEABLE)

- A. Air and Vapor Barrier, Fluid-Applied:
 - 1. Material: Latex-based elastomeric or Synthetic acrylic coating.
 - 2. Air Permeance: 0.004 cfm/sq ft, maximum, when tested in accordance with ASTM E2178.

3. Water Vapor Permeance: 0.1 perm, maximum, when tested in accordance with ASTM E96/E96M using Procedure A - Desiccant Method, at 73.4 degrees F.
4. Water Penetration Resistance Around Nails: Pass, when tested in accordance with ASTM D1970/D1970M.
5. Ultraviolet (UV) and Weathering Resistance: Approved in writing by manufacturer for up to 60 days of weather exposure.
6. Surface Burning Characteristics: Flame spread index of 25 or less, smoke developed index of 450 or less, Class A when tested in accordance with ASTM E84.
7. Seam and Perimeter Tape: As recommended by sheet manufacturer.
8. Products:
 - a. Carlisle Coatings and Waterproofing, Inc; Fire Resist Barritech NP: www.carlisleccw.com/#sle.
 - b. Carlisle Coatings and Waterproofing, Inc; Fire Resist Barritech NP-LT (Low Temperature): www.carlisleccw.com/#sle.
 - c. GCP Applied Technologies; Perm-A-Barrier NPL 10: www.gcpat.com/#sle.
 - d. Tremco Commercial Sealants & Waterproofing; ExoAir 130: www.tremcosealants.com/#sle.
 - e. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 ACCESSORIES

- A. Sealants, Tapes, and Accessories for Sealing Air Barrier and Adjacent Substrates: As indicated or in compliance with air barrier manufacturer's installation instructions, to produce a complete air-barrier assembly and compatible with primary air-barrier material.
- B. Sealant for Cracks and Joints In Substrates: Resilient elastomeric joint sealant compatible with substrate and air barrier materials.
 1. Application: Apply at 30 to 40 mil, 0.030 to 0.040 inch, nominal thickness.
- C. Primer: Liquid applied polymer, as recommended for substrate by air-barrier manufacturer.
- D. Flexible Flashing: Self-adhesive sheet flashing complying with ASTM D1970/D1970M, except slip resistance requirement waived if not installed on roof, as recommended for substrate by air-barrier manufacturer.
 1. Composition: Modified bituminous sheet laminated to polyethylene sheet.
 2. Thickness: 30 mil, 0.030 inch (0.76 mm), minimum.
- E. Preformed Transition Membrane: Semirigid silicone or polyester composition, tapered edges, tear resistant.
 1. Products:
 - a. Dow; DOWSIL Silicone Transition Strip and System: www.dow.com/#sle.
 - b. Henry Company; Moistop Corner Shield: www.henry.com/#sle.
 - c. Momentive Performance Materials, Inc/GE Silicones; RF100 Reinforcing Fabric: www.siliconeforbuilding.com/#sle.
 - d. Pecora Corporation: www.pecora.com/#sle.
 - e. Tremco Commercial Sealants & Waterproofing; ProGlaze ETA System 1: www.tremcosealants.com/#sle.
 - f. Substitutions: See Section 01 60 00 - Product Requirements.
- F. Thinners and Cleaners: As recommended by material manufacturer.

PART 3 PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that surfaces and conditions are ready for work of this section.
- B. Where existing conditions are responsibility of another installer, notify Architect of unsatisfactory conditions.
- C. Do not proceed with this work until unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Remove projections, protruding fasteners, and loose or foreign matter that might interfere with proper installation.
- B. Clean and prime substrate surfaces to receive adhesives and sealants in accordance with manufacturer's installation instructions.

3.03 INSTALLATION

- A. Install materials in accordance with manufacturer's installation instructions.
- B. Air Barriers: Install continuous airtight barrier over surfaces indicated, with sealed seams and with sealed joints to adjacent surfaces.
- C. Apply sealants and adhesives within recommended temperature range in accordance with manufacturer's installation instructions.
- D. Install accessory materials according to weather barrier manufacturer's written instructions and details to form a seal with adjacent construction and ensure continuity of water barrier.
- E. Fluid-Applied Coatings or Membranes:
 - 1. Prepare substrate in accordance with manufacturer's installation instructions; treat joints in substrate and between dissimilar materials as indicated.
 - 2. Apply bead or trowel coat of mastic sealant with minimum thickness of 1/4 inch along coating seams, rough cuts, and as recommended by manufacturer.
 - 3. Use flashing to seal to adjacent construction and to bridge joints in coating substrate.
 - 4. Overlap fluid-applied air barrier 2" onto self-adhering flashings typical.
- F. Openings and Penetrations in Exterior Air Barriers:
 - 1. Install flashing over sills, covering entire sill frame member, extending at least 5 inches onto air barrier and at least 6 inches up jambs; mechanically fasten stretched edges.
 - 2. At openings with frames having nailing flanges, seal head and jamb flanges using a continuous bead of sealant compressed by flange and cover flanges with sealing tape at least 4 inches wide; do not seal sill flange.
 - 3. At openings with nonflanged frames, seal air barrier to each side of framing at opening using flashing at least 9 inches wide, and covering entire depth of framing.
 - 4. At head of openings, install flashing under air barrier extending at least 2 inches beyond face of jambs; seal air barrier to flashing.
 - 5. At interior face of openings, seal gap between window/door frame and rough framing, using joint sealant over backer rod.
 - 6. Service and Other Penetrations: Form flashing around penetrating item and seal to air barrier surface.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements for additional requirements.
- B. Do not cover installed air barriers until required inspections have been completed.
- C. Take digital photographs of each portion of installation prior to covering up air barriers.

3.05 PROTECTION

- A. Protect air-barrier system from damage during application and remainder of construction period, in accordance with manufacturer's written instructions.
 - 1. Protect air barrier from exposure to UV light and harmful weather exposure as recommended in writing by manufacturer. If exposed to these conditions for longer than recommended, remove and replace air barrier or install additional, full-thickness, air-barrier application after repairing and preparing the overexposed materials in accordance with air-barrier manufacturer's written instructions.
 - 2. Protect air barrier from contact with incompatible materials and sealants not approved by air-barrier manufacturer.
- B. Clean spills, stains, and soiling from construction that would be exposed in the completed work using cleaning agents and procedures recommended in writing by manufacturer of affected construction.
- C. Remove masking materials after installation.
- D. Do not leave materials exposed to weather longer than recommended by manufacturer.

END OF SECTION

SECTION 07 54 00
THERMOPLASTIC MEMBRANE ROOFING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Spot-adhered system with thermoplastic roofing membrane.
- B. Insulation, flat and tapered.
- C. Cover boards.
- D. Flashings.
- E. Roofing stack boots, roofing expansion joints, and walkway pads.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry: Wood nailers and curbs.
- B. Section 07 62 00 - Sheet Metal Flashing and Trim: Counterflashings, reglets and drainage components.

1.03 REFERENCE STANDARDS

- A. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing.
- B. ASTM C1289 - Standard Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board.
- C. ASTM D6878/D6878M - Standard Specification for Thermoplastic Polyolefin Based Sheet Roofing.
- D. ASTM E1980 - Standard Practice for Calculating Solar Reflectance Index of Horizontal and Low-Sloped Opaque Surfaces.
- E. NRCA (RM) - The NRCA Roofing Manual.
- F. NRCA (WM) - The NRCA Waterproofing Manual.
- G. UL (FRD) - Fire Resistance Directory.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data indicating membrane materials, flashing materials, insulation, vapor retarder, and fasteners.
- C. Shop Drawings: Indicate joint or termination detail conditions, conditions of interface with other materials, setting plan for tapered insulation, mechanical fastener layout, and roof pad layout.
- D. Warranty Documentation:
 - 1. Submit manufacturer warranty and ensure that forms have been completed in Owner's name and registered with manufacturer.
 - 2. Submit installer's written verification that installation complies with warranty conditions for waterproof membrane.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years of documented experience.
- B. Installer Qualifications: Company specializing in performing the work of this section with at least five years of experience and approved by manufacturer.
- C. Provide adequate number of experienced workmen regularly engaged in this type of work who are skilled in the application techniques of the materials specified. Provide at least one

thoroughly trained and an experienced superintendent on the job at all times roofing work is in progress.

- D. Upon completion of the installation, the applicator shall arrange for an inspection to be made by a non-sales technical representative of the membrane manufacturer in order to determine whether or not corrective work will be required before the warranty will be issued. Notify the building owner seventy-two (72) hours prior to the manufacturer's final inspection.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in manufacturer's original containers, dry and undamaged, with seals and labels intact, unless otherwise indicated.
- B. Store materials in weather protected environment, clear of ground and moisture.
- C. Ensure storage and staging of materials does not exceed static and dynamic load-bearing capacities of roof decking.
- D. Protect foam insulation from direct exposure to sunlight.

1.07 FIELD CONDITIONS

- A. Do not apply roofing membrane during unsuitable weather.
- B. Do not apply roofing membrane when ambient temperature is below 40 degrees F or above 100 degrees F.
- C. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- D. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.
- E. Schedule applications so that no partially completed sections of roof are left exposed at end of workday.

1.08 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. System Warranty: Provide manufacturer's system warranty agreeing to repair or replace roofing that leaks or is damaged due to wind or other natural causes.
 - 1. Warranty Term: 25 years.
 - 2. For repair and replacement include costs of both material and labor in warranty. No Dollar Limit.
 - 3. Exceptions are not Permitted:
 - a. Damage due to wind speeds up to 72 mph.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Thermoplastic Polyolefin (TPO) Membrane Roofing Materials:
 - 1. Carlisle Roofing Systems, Inc; Sure-Weld TPO: www.carlisle-syntec.com/sle.
 - 2. Elevate; UltraPly TPO Membrane: www.holcimelevate.com/#sle.
 - 3. GAF; EverGuard TPO: www.gaf.com/sle.
 - 4. GenFlex Roofing Systems, LLC; GenFlex TPO: www.genflex.com.
 - 5. Mule-Hide Products: www.mulehide.com
 - 6. Versico, a division of Carlisle Construction Materials Inc; VersiWeld TPO: www.versico.com/sle.
 - 7. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Insulation:

1. Carlisle SynTec: www.carlisle-syntec.com/sle.
2. Dow Chemical Co: www.dow.com.
3. Elevate: ISO 95+ GL
4. GAF: www.gaf.com/sle.
5. Hunter Panels: www.hunterpanels.com/#sle.
6. Versico, a division of Carlisle Construction Materials Inc: www.versico.com/sle.
7. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 ROOFING

- A. Thermoplastic Membrane Roofing: One ply membrane, spot adhered, over insulation.
 1. Method: induction welding
- B. Roofing Assembly Requirements:
 1. Solar Reflectance Index (SRI): 78, minimum, calculated in accordance with ASTM E1980.
 - a. Field applied coating may not be used to achieve specified SRI.
 2. Roof Covering External Fire Resistance Classification: UL (FRD) Class A.
 3. Uplift Pressures: as indicated in Structural Drawing Notes.
 4. Insulation Thermal Value (R), minimum: 30; provide insulation of thickness required.
 - a. Provide required thickness in a minimum of 2 layers.
 - b. Provide minimum R-value specified at roof drains in fully tapered areas.
- C. Acceptable Insulation Types - Constant Thickness Application:
 1. Minimum 2 layers of polyisocyanurate board.
- D. Acceptable Insulation Types - Tapered Application:
 1. Tapered polyisocyanurate board covered with uniform thickness polyisocyanurate board.
 2. Provide preformed saddles, crickets, tapered edge strips, and other insulation shapes where indicated for sloping to drain. Fabricate to slopes indicated.

2.03 MEMBRANE ROOFING AND ASSOCIATED MATERIALS

- A. Membrane Roofing Materials:
 1. TPO: Thermoplastic polyolefin (TPO) complying with ASTM D6878/D6878M, sheet contains reinforcing fabrics or scrims.
 - a. Thickness: 60 mil, 0.060 inch, minimum.
 2. Sheet Width: Factory fabricated into widest possible sheets.
 3. Color: White.
 4. Physical Properties:
 - a. Breaking Strength: 300 lbf; ASTM D 751, grab method.
 - b. Elongation at Break: 25 percent; ASTM D 751.
 - c. Tearing Strength: 55 lbf minimum; ASTM D 751, Procedure B.
 - d. Brittleness Point: Minus 40 deg F.
 - e. Ozone Resistance: No cracks after sample, wrapped around a 3-inch- diameter mandrel, is exposed for 166 hours to a temperature of 104 deg F and an ozone level of 100 pphm; ASTM D 1149.
 - f. Resistance to Heat Aging: 90 percent minimum retention of breaking strength, elongation at break, and tearing strength after 166 hours at 240 deg F; ASTM D 573.

- g. Water Absorption: Less than 4 percent mass change after 166 hours' immersion at 158 deg F; ASTM D 471.
- h. Linear Dimension Change: Plus or minus 1 percent; ASTM D 1204.
- B. Seaming Materials: As recommended by membrane manufacturer.
- C. Membrane Fasteners: As recommended and approved by membrane manufacturer.
- D. Flexible Flashing Material: Same material as membrane.

2.04 COVER BOARDS

- A. Cover Boards: Reinforced gypsum panels complying with ASTM C1177/C1177M.
 - 1. Thickness: 1/2 inch, fire-resistant.
 - 2. Products:
 - a. Georgia-Pacific; DensDeck: www.densdeck.com/#sle.
 - b. National Gypsum Company; DEXcell Glass Mat Roof Board: www.nationalgypsum.com.
 - c. Substitutions: See Section 01 60 00 - Product Requirements.

2.05 INSULATION

- A. Polyisocyanurate (ISO) Board Insulation: Rigid cellular foam, complying with ASTM C1289.
 - 1. Classifications:
 - a. Type II: Faced with either cellulosic facers or glass fiber mat facers on both major surfaces of the core foam.
 - i. Class 1 - Faced with glass fiber reinforced cellulosic facers on both major surfaces of the core foam.
 - ii. Compressive Strength: Classes 1-2-3, Grade 2 - 20 psi (138 kPa), minimum.
 - iii. Thermal Resistance, R-value: At 1-1/2 inch thick; Class 2 - 8.0 (1.41) at 75 degrees F.
 - 2. Board Size: 48 by 96 inches.
 - 3. Tapered Board: Slope as indicated; minimum thickness 1/4 inch; fabricate of fewest layers possible.
 - 4. Board Edges: Square.
- B. Prefabricated / Pre-Cut Crickets: hinged triangular one-piece pre-cut tapered and fill panels; made from closed-cell polyisocyanurate foam core integrally bonded to non-asphaltic, glass fiber reinforced organic felt or inorganic coated-glass facers.
 - 1. Contractor to select panels based on installation conditions.
 - 2. Product: Atlas Roofing Corporation: Gemini CKT or approved equal

2.06 ACCESSORIES

- A. Stack Boots: Prefabricated flexible boot and collar for pipe stacks through membrane; same material as membrane.
- B. Insulation Fasteners: Appropriate for purpose intended and approved by Factory Mutual and roofing manufacturer.
- C. Membrane Adhesive: As recommended by membrane manufacturer.
- D. Surface Conditioner for Adhesives: Compatible with membrane and adhesives.
- E. Thinners and Cleaners: As recommended by adhesive manufacturer, compatible with membrane.
- F. Termination Bars: Stainless steel or aluminum bars pre-punched for fastening to substrate.
- G. Sealants: As recommended by membrane manufacturer.

- H. Miscellaneous Accessories: Provide pourable sealers, preformed cone and vent sheet flashings, preformed inside and outside corner sheet flashings, T-joint covers, termination reglets, cover strips, slip sheet, and other accessories, as required for a complete installation.
- I. Walkway Pads: Suitable for maintenance traffic, contrasting color or otherwise visually distinctive from roof membrane.
 - 1. Composition: Roofing membrane manufacturer's standard, with embossed surface.
 - 2. Configuration: rolls
 - 3. Size: Manufacturers standard size.
 - 4. Surface Color: as selected by Architect from manufacturer's standard range.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements and other conditions affecting performance of roofing system:
 - 1. Verify that surfaces and site conditions are ready to receive work.
 - 2. Verify deck is supported and secure.
 - 3. Verify deck is clean and smooth, flat, free of depressions, waves, or projections, properly sloped and suitable for installation of roof system.
 - 4. Verify deck surfaces are dry and free of snow or ice.
 - 5. Verify that roof openings, curbs, and penetrations through roof are solidly set, and cant strips, nailing strips, and reglets are in place.

3.02 PREPARATION - METAL DECK

- A. Install deck sheathing on metal deck:
 - 1. Lay with long side at right angle to flutes; stagger end joints; provide support at ends.
 - 2. Cut sheathing cleanly and accurately at roof breaks and protrusions to provide smooth surface.
 - 3. Tape joints.
 - 4. Mechanically fasten sheathing to roof deck, in accordance with roofing manufacturer's instructions.

3.03 INSTALLATION, GENERAL

- A. Perform work in accordance with manufacturer's instructions, NRCA (RM), and NRCA (WM) applicable requirements.
- B. Do not apply roofing membrane during cold or wet weather conditions.
- C. Do not apply roofing membrane when ambient temperature is outside the temperature range recommended by manufacturer.
- D. Do not apply roofing membrane to damp or frozen deck surface or when precipitation is expected or occurring.
- E. Do not expose materials vulnerable to water or sun damage in quantities greater than can be weatherproofed the same day.

3.04 VAPOR RETARDER AND INSULATION APPLICATION - UNDER MEMBRANE

- A. Attachment of Insulation: Mechanically fasten insulation to deck in accordance with roofing manufacturer's instructions.
- B. Lay subsequent layers of insulation with joints staggered minimum 6 inches from joints of preceding layer.
- C. Place tapered insulation to the required slope pattern in accordance with manufacturer's instructions.

- D. On metal deck, place boards parallel to flutes with insulation board edges bearing on deck flutes.
- E. Lay boards with edges in moderate contact without forcing. Cut insulation to fit neatly to perimeter blocking and around penetrations through roof.
- F. At roof drains, use factory-tapered boards to slope down to roof drains over a distance of 18 inches.
- G. Do not install more insulation than can be covered with membrane in same day.

3.05 COVER BOARD INSTALLATION

- A. Cover Boards: Mechanically fasten cover boards in accordance with roofing manufacturer's instructions
- B. Provide cover board over insulation or wood sheathing at backside of parapets.

3.06 INSTALLATION - MEMBRANE

- A. Roll out membrane, free from wrinkles or tears. Place sheet into place without stretching.
- B. Shingle joints on sloped substrate in direction of drainage.
- C. Spot Adhered Application: Mechanically fasten adhesion discs to substrate. Install adhesive to discs and bond membrane. Fully adhere one roll before proceeding to adjacent rolls.
- D. Overlap edges and ends and seal seams by heat welding, minimum 3 inches. Seal permanently waterproof. Apply uniform bead of sealant to joint edge.
- E. At intersections with vertical surfaces:
 - 1. Extend membrane up a minimum of 8 inches onto vertical surfaces.
 - 2. Fully adhere flexible flashing over membrane and up to nailing strip, reglet or termination bar as detailed.
- F. Around roof penetrations, seal flanges and flashings with flexible flashing.
- G. Coordinate installation of roof drains and scuppers and related flashings.
- H. Install roof membrane or flexible roof flashing to air barrier material in wall construction, lap and seal to provide continuity of the air barrier plane.

3.07 INSTALLATION - WALKWAY PROTECTION

- A. Install walkway pads. Space pad joints to permit drainage.
 - 1. Install walkway products at roof ladders, at hatches and doors to roof, around mechanical equipment; below downspouts, and in locations indicated. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.
 - 2. Adhere walkway products to substrate with compatible adhesive according to roofing system manufacturer's written instructions.

3.08 CLEANING

- A. See Section 01 70 00 - Execution and Closeout Requirements for additional requirements.
- B. Remove bituminous markings from finished surfaces.
- C. In areas where finished surfaces are soiled by work of this section, consult manufacturer of surfaces for cleaning advice and comply with their documented instructions.
- D. Repair or replace defaced or damaged finishes caused by work of this section.

3.09 PROTECTION

- A. Protect installed roofing and flashings from construction operations.
- B. Where traffic must continue over finished roof membrane, protect surfaces using durable materials.

END OF SECTION

SECTION 07 62 00
SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings, counterflashings, gutters, downspouts, and roof drainage components.
- B. Sealants for joints within sheet metal fabrications.

1.02 RELATED REQUIREMENTS

- A. Section 06 10 00 - Rough Carpentry: Wood nailers for sheet metal work.
- B. Section 07 71 00 - Roof Specialties: Manufactured copings, gravel stops, and expansion joint covers.
- C. Section 07 92 00 - Joint Sealants: Sealing non-lap joints between sheet metal fabrications and adjacent construction.

1.03 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix).
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- C. ASTM A666 - Standard Specification for Annealed or Cold-Worked Austenitic Stainless Steel Sheet, Strip, Plate, and Flat Bar.
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
- E. ASTM D226/D226M - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- F. SMACNA (ASMM) - Architectural Sheet Metal Manual.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Shop Drawings: Indicate material profile, jointing pattern, jointing details, fastening methods, flashings, terminations, and installation details.
- C. Samples: Submit two samples 3 by 5 inch in size illustrating metal finish color.

1.05 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) requirements and standard details, except as otherwise indicated.

1.06 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

1.07 WARRANTY

- A. Special Warranty on Finishes: Manufacturer agrees to repair finish or replace sheet metal flashing and trim that shows evidence of deterioration of factory-applied finishes within specified warranty period.
 - 1. Exposed Panel finish: Deterioration includes, but is not limited to, the following:
 - a. Color fading more than 5 Hunter units when tested according to ASTM D 2244.
 - b. Chalking in excess of a No. 8 rating when tested according to ASTM D 4214.

- c. Cracking, checking, peeling, or failure of paint to adhere to bare metal.
- 2. Finish Warranty Period: 20 years from date of Substantial Completion.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Sheet Metal Flashing and Trim:
 - 1. Coated Metals Group: ColorClad
 - 2. Hickman Edge Systems: www.hickmanedgesystems.com/#sle.
 - 3. Elevate; UnaClad: www.holcimelevate.com
 - 4. **BASIS OF DESIGN:** Petersen Aluminum Corporation; Pac-Clad: www.pac-clad.com/sle.
 - 5. Vincent Metals: Colorklad.
 - 6. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 SHEET MATERIALS

- A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage, (0.0239) inch thick base metal, shop pre-coated with PVDF coating.
 - 1. Polyvinylidene Fluoride (PVDF) Coating: Superior performing organic powder coating, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
 - 2. Color: As selected by Architect from manufacturer's full colors.
- B. Stainless Steel: ASTM A666, Type 304 alloy, soft temper, 26 gage, 0.0187 inch thick; smooth No. 4 - Brushed finish.

2.03 FABRICATION

- A. Shop fabricated systems per SMACNA Technical Resource Bulletin #1-08 (March 24, 2008) are approved.
 - 1. Products must meet ANSI/SPRI ES-1 and FM 4435 Requirements.
 - 2. Manufacturers written verification and test results will be required.
- B. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- C. Fabricate cleats of same material as sheet, continuous, interlocking with sheet.
- D. Form pieces in longest possible lengths.
- E. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- F. Form material with flat lock seams, except where otherwise indicated; at moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- G. Fabricate corners from one piece with minimum 18-inch long legs; seam for rigidity, seal with sealant.
- H. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed to form drip.

2.04 GUTTERS AND DOWNSPOUTS

- A. Gutters: SMACNA (ASMM), Box profile.
- B. Downspouts: Rectangular profile.
- C. Gutters and Downspouts: Size for rainfall intensity determined by a storm occurrence of 1 in 10 years in accordance with SMACNA (ASMM).
- D. Accessories: Profiled to suit gutters and downspouts.
 - 1. Anchorage Devices: In accordance with SMACNA (ASMM) requirements.
 - 2. Downspout Supports: Brackets.
- E. Downspout Boots: Steel.

- F. Seal metal joints.

2.05 ACCESSORIES

- A. General: Provide materials and types of fasteners, solder, welding rods, protective coatings, separators, sealants, and other miscellaneous items as required for complete sheet metal flashing and trim installation.
- B. Fasteners: Wood screws, annular threaded nails, self-tapping screws, self-locking rivets and bolt, and other suitable fasteners designed to withstand design loads.
 - 1. Exposed Fasteners: Heads matching color of sheet metal by means of plastic caps or factory-applied coating.
 - 2. Fasteners for Flashing and Trim: Blind fasteners or self-drilling screws, gasketed with hex washer heads.
 - 3. Blind Fasteners: High-strength aluminum or stainless-steel rivets.
 - 4. Use fasteners of sizes that will penetrate substrate not less than 1-1/4 inches for nails and not less than 3/4 inch for wood screws. Use stainless steel fasteners.
- C. Underlayment: ASTM D226/D226M, organic roofing felt, Type I, No. 15.
- D. Primer Type: Zinc chromate.
- E. Protective Backing Paint: Zinc molybdate alkyd.
- F. Sealing Tape: Pressure-sensitive, 100 percent solids, polyisobutylene compound sealing tape with release-paper backing. Provide permanently elastic, nonsag, nontoxic, nonstaining tape.
- G. Concealed Sealants: Non-curing butyl sealant; ASTM C 1311, single-component, solvent-release butyl rubber sealant, polyisobutylene plasticized, heavy bodied for hooked-type expansion joints with limited movement.
 - 1. See 07 92 00 - Joint Sealants for additional product information.
- H. Exposed Sealants: ASTM C920; elastomeric sealant, with minimum movement capability as recommended by manufacturer for substrates to be sealed; color to match adjacent material.
 - 1. See 07 92 00 - Joint Sealants for additional product information.
- I. Reglets: Recessed type, galvanized steel.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Install surface mounted reglets true to lines and levels, and seal top of reglets with sealant.
- C. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil, 0.015 inch.

3.03 INSTALLATION

- A. Insert flashings into reglets to form tight fit; secure in place with plastic wedges; seal flashings into reglets with sealant.
- B. Secure flashings in place using concealed fasteners, and use exposed fasteners only where permitted.
- C. Fit flashings tight in place; make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- D. Install coping caps with continuous front hook strip. Flash gravel stops into roofing system.

- E. Seal metal joints watertight.
- F. Secure downspouts in place using concealed fasteners.

3.04 SCHEDULE

- A. Coping, Cap, Parapet Flashings: See Section 07 71 00.
- B. Sill and Ledge Flashings: prefinished steel.
- C. Flashings and Counterflashings at facade: prefinished steel.
- D. Counterflashings at Roofing Terminations (over roofing base flashings): prefinished steel.
- E. Counterflashings at Curb-Mounted Roof Items: pre-finished steel.
- F. Roofing Penetration Flashings, for Pipes, Structural Steel, and Equipment Supports: Stainless Steel: 0.0187 inch thick.
- G. Roof-Drain Flashing: Stainless Steel: 0.0156 inch, unless heavier gauge is required for roofing warranty.

END OF SECTION

**SECTION 07 71 00
ROOF SPECIALTIES**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Manufactured roof specialties, including copings, fascias, and gravel stops.

1.02 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix).
- B. ANSI/SPRI/FM 4435/ES-1 - Test Standard for Edge Systems Used with Low Slope Roofing Systems.
- C. NRCA (RM) - The NRCA Roofing Manual.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on shape of components, materials and finishes, anchor types and locations.
- C. Shop Drawings: Indicate configuration and dimension of components, adjacent construction, required clearances and tolerances, and other affected work.
- D. Samples: Submit two samples, 12 by 6 inches, illustrating component shape, finish, and color.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in roof edge flashings work with five years of documented experience.
- B. Fabricate and install roof edge profiles to comply with ANSI/SPRI/FM 4435/ES-1 Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems.

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

1.06 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Finish Warranty: Provide 20-year manufacturer warranty against excessive degradation of exterior finish. Include provision for replacement of units with excessive fading, chalking, or flaking. Complete forms in Owner's name and register with warrantor.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Roof Edge Flashings and Copings:
 - 1. ATAS International, Inc: www.atas.com/#sle.
 - 2. Drexel Metals Inc: www.drexmet.com/#sle.
 - 3. Hickman Edge Systems: www.hickmanedgesystems.com/#sle.
 - 4. Metal-Era Inc: www.metalera.com/#sle.
 - 5. Metal Roofing Systems, Inc: www.metalroofingsystems.biz/#sle.
 - 6. **BASIS OF DESIGN:** Petersen Aluminum Corporation; Pac-Clad: www.pac-clad.com
 - 7. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 COMPONENTS

- A. Roof Edge Flashings: Factory fabricated to sizes required; corners mitered; concealed fasteners.
 - 1. Configuration: Fascia, cant, and edge securement for roof membrane.
 - 2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test methods RE-1 and RE-2 to positive and negative design wind pressure as defined by applicable local building code (and noted in Structural Drawings/Notes).
 - 3. Exposed Face Height: As indicated on drawings.
 - 4. Material: Extruded aluminum, 0.08 inch thick, minimum.
 - 5. Finish: 70 percent polyvinylidene fluoride.
 - 6. Color: As selected by Architect from manufacturer's full range.
- B. Copings: Factory fabricated to sizes required; corners mitered; concealed fasteners.
 - 1. Configuration: Concealed continuous hold down cleat at both legs; internal splice piece at joints of same material, thickness, and finish as cap; concealed stainless steel fasteners.
 - 2. Pull-Off Resistance: Tested in accordance with ANSI/SPRI/FM 4435/ES-1 using test method RE-3 to positive and negative design wind pressure as defined by applicable local building code (and noted in Structural Drawings/Notes).
 - 3. Wall Width: As indicated on drawings.
 - 4. Outside Face Height: As indicated on drawings.
 - 5. Inside Face Height: As indicated on drawings.
 - 6. Material: Formed aluminum sheet, 0.040 inch thick, minimum.
 - 7. Finish: 70 percent polyvinylidene fluoride.
 - 8. Color: As selected by Architect from manufacturer's full range.

2.03 FINISHES

- A. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system; color as selected from manufacturer's standard colors.

2.04 ACCESSORIES

- A. Sealant for Joints in Linear Components: As recommended by component manufacturer.
- B. Adhesive for Anchoring to Roof Membrane: Compatible with roof membrane and approved by roof membrane manufacturer.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that deck, curbs, roof membrane, base flashing, and other items affecting work of this Section are in place and positioned correctly.
 - 1. See Section 07 72 00 for information on roofing related accessories.

3.02 INSTALLATION

- A. Install components in accordance with manufacturer's instructions and NRCA (RM) applicable requirements.
- B. Seal joints within components when required by component manufacturer.
- C. Anchor components securely.
- D. Comply with NRCA (RM) drawing details as noted:
- E. Coordinate installation of components of this section with installation of roofing membrane and base flashings.

- F. Coordinate installation of sealants and roofing cement with work of this section to ensure water tightness.
- G. Coordinate installation of flashing flanges into reglets.

END OF SECTION

**SECTION 07 92 00
JOINT SEALANTS**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Nonsag gunnable joint sealants.
- B. Self-leveling pourable joint sealants.
- C. Joint backings and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 08 71 00 - Door Hardware: Setting exterior door thresholds in sealant.

1.03 REFERENCE STANDARDS

- A. ASTM C661 - Standard Test Method for Indentation Hardness of Elastomeric-Type Sealants by Means of a Durometer.
- B. ASTM C834 - Standard Specification for Latex Sealants.
- C. ASTM C919 - Standard Practice for Use of Sealants in Acoustical Applications.
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants.
- E. ASTM C1193 - Standard Guide for Use of Joint Sealants.
- F. ASTM C1248 - Standard Test Method for Staining of Porous Substrate by Joint Sealants.
- G. ASTM C1311 - Standard Specification for Solvent Release Sealants.
- H. ASTM D2240 - Standard Test Method for Rubber Property--Durometer Hardness.
- I. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168.

1.04 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Submit manufacturer's technical datasheets for each product to be used; include the following:
 - 1. Physical characteristics, including movement capability, VOC content, hardness, cure time, and color availability.
 - 2. List of backing materials approved for use with the specific product.
 - 3. Substrates that product is known to satisfactorily adhere to and with which it is compatible.
 - 4. Substrates the product should not be used on.
 - 5. Substrates for which use of primer is required.
 - 6. Substrates for which laboratory adhesion and/or compatibility testing is required.
 - 7. Installation instructions, including precautions, limitations, and recommended backing materials and tools.
 - 8. Sample product warranty.
 - 9. Certification by manufacturer indicating that product complies with specification requirements.
- C. Product Data for Accessory Products: Submit manufacturer's technical data sheet for each product to be used, including physical characteristics, installation instructions, and recommended tools.
- D. Color Cards for Selection: Where sealant color is not specified, submit manufacturer's color cards showing standard colors available for selection.
- E. Installation Log: Submit filled-out log for each length or instance of sealant installed.
- F. Executed warranty.

1.05 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years documented experience.
- B. Installation Plan: Include schedule of sealed joints, including the following:
 - 1. Installation Log Form: Include the following data fields, with known information filled out.
 - a. Unique identification of each length or instance of sealant installed.
 - b. Location on project.
 - c. Substrates.
 - d. Sealant used.
 - e. Stated movement capability of sealant.
 - f. Primer to be used, or indicate no primer is used.
 - g. Size and actual backing material used.
 - h. Date of installation.
 - i. Name of installer.
 - j. Actual joint width; provide space to indicate maximum and minimum width.
 - k. Actual joint depth to face of backing material at centerline of joint.
 - l. Air temperature.

1.06 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or below 40 deg F.
 - 2. When substrates are wet.
 - 3. Where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.
- B. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

1.07 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals for additional warranty requirements.
- B. Manufacturer Warranty: Provide 5-year manufacturer warranty for installed sealants and accessories that fail to achieve a watertight seal, exhibit loss of adhesion or cohesion, or do not cure. Complete forms in Owner's name and register with manufacturer.
 - 1. For silicone sealants within 20 years.

1.08 FIELD CONDITIONS

- A. Do not proceed with installation of joint sealants under the following conditions:
 - 1. When ambient and substrate temperature conditions are outside limits permitted by joint sealant manufacturer or below 40 deg F.
 - 2. When substrates are wet.
 - 3. Where joint widths are less than those allowed by joint sealant manufacturer for applications indicated.
 - 4. Where contaminants capable of interfering with adhesion have not yet been removed from joint substrates.

- B. Maintain temperature and humidity recommended by the sealant manufacturer during and after installation.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Nonsag Sealants:
 - 1. Adhesives Technology Corporation: www.atcepoxy.com.
 - 2. Bostik Inc: www.bostik-us.com.
 - 3. Dayton Superior Corporation: www.daytonsuperior.com
 - 4. Dow Corning Corporation: www.dowcorning.com/construction/sle.
 - 5. Hilti, Inc: www.us.hilti.com/#sle.
 - 6. Master Builders Solutions: www.master-builders-solutions.com/en-us/#sle.
 - 7. Momentive Performance Materials, Inc (formerly GE Silicones): www.momentive.com/sle.
 - 8. Pecora Corporation: www.pecora.com/?sle.
 - 9. Sherwin-Williams Company: www.sherwin-williams.com.
 - 10. Sika Corporation: www.usa-sika.com.
 - 11. Specified Technologies Inc: www.stifirestop.com/#sle.
 - 12. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
 - 13. W.R. Meadows, Inc: www.wrmeadows.com/sle.
 - 14. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Self-Leveling Sealants:
 - 1. Adhesives Technology Corporation: www.atcepoxy.com.
 - 2. Bostik Inc: www.bostik-us.com.
 - 3. Dayton Superior Corporation: www.daytonsuperior.com.
 - 4. Dow Corning Corporation: www.dowcorning.com/construction/sle.
 - 5. Master Builders Solutions: www.master-builders-solutions.com/en-us/#sle.
 - 6. Pecora Corporation: www.pecora.com/?sle.
 - 7. Sherwin-Williams Company: www.sherwin-williams.com.
 - 8. Sika Corporation: www.usa-sika.com.
 - 9. Tremco Commercial Sealants & Waterproofing: www.tremcosealants.com/#sle.
 - 10. W.R. Meadows, Inc: www.wrmeadows.com/sle.
 - 11. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 JOINT SEALANTS - GENERAL

- A. Sealants and Primers: Provide products having lower volatile organic compound (VOC) content than indicated in SCAQMD 1168.

2.03 NONSAG JOINT SEALANTS

- A. Type - General Purpose Exterior Sealant - Non-Staining Silicone Sealant: ASTM C920, Grade NS, Uses M, G, O and A; not expected to withstand continuous water immersion or traffic.
 - 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Nonstaining to Porous Stone: Nonstaining to light-colored natural stone when tested in accordance with ASTM C1248.
 - 3. Dirt Pick-Up: Reduced dirt pick-up compared to other silicone sealants.
 - 4. Hardness Range: 15 to 35, Shore A, when tested in accordance with ASTM C661.

5. Color: To be selected by Architect from manufacturer's standard range.
6. Products:
 - a. Dow; DOWSIL 756 SMS Building Sealant: www.dow.com/#sle.
 - b. Dow; DOWSIL 790 Silicone Building Sealant: www.dow.com/#sle.
 - c. Dow; DOWSIL 791 Silicone Weatherproofing Sealant: www.dow.com/#sle.
 - d. Dow; DOWSIL 795 Silicone Building Sealant: www.dow.com/#sle.
 - e. Pecora Corporation; Pecora 890 NST (Non-Staining Technology): www.pecora.com/#sle.
 - f. Pecora Corporation; Pecora 864 NST (Non-Staining Technology): www.pecora.com/#sle.
 - g. Sika Corporation; Sikasil WS-290: www.usa.sika.com/#sle.
 - h. Sika Corporation; Sikasil WS-295: www.usa.sika.com/#sle.
 - i. Sika Corporation; Sikasil 728NS: www.usa.sika.com/#sle.
 - j. Tremco Commercial Sealants & Waterproofing; Spectrem 1: www.tremcosealants.com/#sle.
 - k. Tremco Commercial Sealants & Waterproofing; Spectrem 2: www.tremcosealants.com/#sle.
 - l. Tremco Commercial Sealants & Waterproofing; Spectrem 3: www.tremcosealants.com/#sle.
 - m. Tremco Commercial Sealants & Waterproofing; Spectrem 4-TS: www.tremcosealants.com/#sle.
 - n. Tremco Commercial Sealants & Waterproofing; Tremsil 200: www.tremcosealants.com/#sle.
 - o. Tremco Commercial Sealants & Waterproofing; Tremsil 400: www.tremcosealants.com/#sle.
 - p. Tremco Commercial Sealants & Waterproofing; Tremsil 600: www.tremcosealants.com/#sle.
 - q. Substitutions: See Section 01 60 00 - Product Requirements.
7. Applications:
 - a. Wall expansion and control joints.
 - b. Joints between door, window, and other frames and adjacent construction.
 - c. Joints between different exposed materials.
 - d. Openings below ledge angles in masonry.
 - e. Control, expansion, and soft joints in masonry.
 - f. Joints between concrete and other materials.
- B. Type - Sanitary Sealant - Mildew-Resistant Silicone Sealant: ASTM C920, Grade NS, Uses M and A; single component, mildew resistant; not expected to withstand continuous water immersion or traffic.
 1. Color: White.
 2. Manufacturers:
 - a. BASF Building Systems; Omniplus.
 - b. Dow Corning Corporation; 786 Mildew Resistant.
 - c. GE Advanced Materials - Silicones; Sanitary SCS1700.

- d. Owens Corning Corp.; 786 Mildew Resistant.
 - e. Pecora Corporation: www.pecora.com.
 - f. Sika Corporation; Sikasil GP: www.usa.sika.com/#sle.
 - g. Tremco Incorporated; Tremsil 200 Sanitary..
 - h. Substitutions: See Section 01 60 00 - Product Requirements.
3. Applications:
- a. Joints between plumbing fixtures and floor and wall surfaces.
 - b. Joints between kitchen and bath countertops and wall surfaces.
- C. Type - Acoustical Sealant - Acrylic-Urethane Sealant: Water-based; ASTM C920, Grade NS, Uses M and A; single component; paintable; not expected to withstand continuous water immersion or traffic.
- 1. Movement Capability: Plus and minus 12-1/2 percent, minimum.
 - 2. Hardness Range: 15 to 40, Shore A, when tested in accordance with ASTM C661.
 - 3. Color: White.
 - 4. Products:
 - a. DAP Products Inc; DYNAFLEX 920 Sealant: www.dapspecline.com/#sle.
 - b. Everkem Diversified Products, Inc; AcuraSeal: www.everkemproducts.com/#sle.
 - c. Franklin International, Inc; Titebond UA 920 Sealant: www.titebond.com/#sle.
 - d. Sherwin-Williams Company; Shermax Urethanized Elastomeric Sealant: www.sherwin-williams.com/#sle.
 - e. Top Gun, a brand of PPG Architectural Coatings; Top Gun 400: www.ppgpaints.com/#sle.
 - f. Tower Sealants, Inc; AU-1 Commercial Construction Sealant: www.towersealants.com/#sle.
 - g. Substitutions: See Section 01 60 00 - Product Requirements.
 - 5. Applications:
 - a. In sound-rated wall assemblies, and where not indicated as fire-rated:
 - i. gaps between top stud runner and structure, between bottom stud track and floor, between gypsum wall board and floor, and between gypsum wall board and structure.
 - ii. gaps at electrical outlets, wiring devices, piping, and other openings; between wall/ceiling and other construction; and other flanking sound paths.
 - b. In floor assemblies over and under rooms with sound-rated wall assemblies, and where not indicated as fire-rated:
 - i. gaps around penetrations
- D. Type - General Purpose Interior Sealant - Acrylic Emulsion Latex: Water-based; ASTM C834, single component, non-staining, non-bleeding, non-sagging; not intended for exterior use.
- 1. Color: Standard colors matching finished surfaces, Type OP (opaque).
 - 2. Grade: ASTM C834; Grade - NF.
 - 3. Products:
 - a. BASF Building Systems; Sonolac.
 - b. Bostik, Inc.; Chem-Calk 600.

- c. Master Builders Solutions; MasterSeal NP 520: www.master-builders-solutions.com/en-us/#sle.
 - d. Pecora Corporation; AC-20 +Silicone: www.pecora.com/#sle.
 - e. Sherwin-Williams Company; White Lightning 3006 Siliconized Acrylic Latex Caulk: www.sherwin-williams.com/#sle.
 - f. Sherwin-Williams Company; 850A Acrylic Latex Caulk: www.sherwin-williams.com/#sle.
 - g. Sherwin-Williams Company; 950A Siliconized Acrylic Latex Caulk: www.sherwin-williams.com/#sle.
 - h. Tremco Commercial Sealants & Waterproofing; Tremflex 834: www.tremcosealants.com/#sle.
 - i. Substitutions: See Section 01 60 00 - Product Requirements.
4. Applications:
- a. Interior wall and ceiling control joints in non-wet areas.
 - b. Joints between door, window, and other frames and adjacent construction.
 - c. Other interior joints for which no other type of sealant is indicated.
- E. Type - Moving Joint Sealant - Non-Curing Butyl Sealant: Solvent-based; ASTM C1311; single component, non-sag, non-skinning, non-hardening, non-bleeding; vapor-impermeable; intended for fully concealed applications.
1. Products:
- a. C.R. Laurence; CRL 777 Butyl Rubber Sealant.
 - b. Pecora Corporation; Pecora BA-98 Non-Skinning Butyl Sealant: www.pecora.com/#sle.
 - c. Tremco Commercial Sealants & Waterproofing; General Purpose Butyl Sealant: www.tremcosealants.com/#sle.
 - d. Substitutions: See Section 01 60 00 - Product Requirements.
2. Applications:
- a. Lap Joints in Sheet Metal Fabrications
 - b. Lap Joints between Manufactured Metal Panels

2.04 SELF-LEVELING JOINT SEALANTS

- A. Type 7 - Exterior Pavement Sealant - Self-Leveling Polyurethane Sealant: ASTM C920, Grade P, Uses M and A; single or multi-component; explicitly approved by manufacturer for traffic exposure; not expected to withstand continuous water immersion .
- 1. Movement Capability: Plus and minus 25 percent, minimum.
 - 2. Hardness Range: 35 to 55, Shore A, when tested in accordance with ASTM C661.
 - 3. Color: Gray.
 - 4. Service Temperature Range: Minus 40 to 180 degrees F.
 - 5. Applications:
 - a. Control and Expansion Joints in Concrete Paving
- B. Type - Interior Slabs (unpolished) - Semi-Rigid Self-Leveling Epoxy Joint Filler: Epoxy or epoxy/polyurethane copolymer; intended for filling cracks and control joints not subject to significant movement; rigid enough to support concrete edges under traffic.
- 1. Composition: Single or multi-component, 100 percent solids by weight.
 - 2. Durometer Hardness: Minimum of 85 for Type A or 35 for Type D, after seven days when tested in accordance with ASTM D2240.
 - 3. Color: To be selected by Architect from manufacturer's standard colors.

4. Joint Width, Minimum: 1/8 inch.
5. Joint Width, Maximum: 1/4 inch.
6. Joint Depth: Provide product suitable for joints from 1/8 inch to 2 inches in depth including space for backer rod.
7. Products:
 - a. Dayton Superior Corporation: www.daytonsuperior.com/#sle.
 - b. Euclid Chemical Company; EUCO 700: www.euclidchemical.com/#sle.
 - c. Nox-Crete Inc; DynaFlex 502: www.nox-crete.com/#sle.
 - d. W.R. Meadows, Inc; Rezi-Weld Flex: www.wrmeadows.com/#sle.
 - e. Substitutions: See Section 01 60 00 - Product Requirements.

2.05 ACCESSORIES

- A. Backer Rod: Cylindrical cellular foam rod with surface that sealant will not adhere to, compatible with specific sealant used, and recommended by backing and sealant manufacturers for specific application.
 1. Closed Cell and Bi-Cellular: 25 to 33 percent larger in diameter than joint width.
 2. Products:
 - a. Adfast USA Inc; Adseal BR-2600 Backer Rod: www.adfastcorp.com/#sle.
 - b. Nomaco, Inc; HBR or SOF Rod: www.nomaco.com/#sle.
 - c. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Backing Tape: Self-adhesive polyethylene tape with surface that sealant will not adhere to and recommended by tape and sealant manufacturers for specific application.
- C. Masking Tape: Self-adhesive, nonabsorbent, nonstaining, removable without adhesive residue, and compatible with surfaces adjacent to joints and sealants.
- D. Joint Cleaner: Noncorrosive and nonstaining type, type recommended by sealant manufacturer; compatible with joint forming materials.
- E. Primers: Type recommended by sealant manufacturer to suit application; nonstaining.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that substrates and joints are ready to receive work.
- B. Verify that backing materials are compatible with sealants.
- C. Verify that backer rods are of the correct size.

3.02 PREPARATION

- A. Remove loose materials and foreign matter that could impair adhesion of sealant.
- B. Clean joints, and prime as necessary, in accordance with manufacturer's instructions.
- C. Perform preparation in accordance with manufacturer's instructions and ASTM C1193.
- D. Mask elements and surfaces adjacent to joints from damage and disfigurement due to sealant work; be aware that sealant drips and smears may not be completely removable.
- E. Concrete Floor Joints That Will Be Exposed in Completed Work: Test joint filler in an inconspicuous area to verify that it does not stain or discolor slab.

3.03 INSTALLATION

- A. Install sealant as indicated in drawings and at all dissimilar materials.
- B. Install this work in accordance with sealant manufacturer's requirements for preparation of surfaces and material installation instructions.

- C. Provide joint sealant installations complying with ASTM C1193.
- D. Install acoustical sealant application work in accordance with ASTM C919.
- E. Measure joint dimensions and size joint backers to achieve the following, unless otherwise indicated:
 - 1. Width/depth ratio of 2:1.
 - 2. Neck dimension no greater than 1/3 of the joint width.
 - 3. Surface bond area on each side not less than 75 percent of joint width.
- F. Install bond breaker backing tape where backer rod cannot be used.
- G. Install sealant free of air pockets, foreign embedded matter, ridges, and sags, and without getting sealant on adjacent surfaces.
- H. Do not install sealant when ambient temperature is outside manufacturer's recommended temperature range, or will be outside that range during the entire curing period, unless manufacturer's approval is obtained and instructions are followed.
- I. Do not seal the following types of joints.
 - 1. Intentional weepholes in masonry.
 - 2. Joints indicated to be treated with manufactured expansion joint cover or some other type of sealing device.
 - 3. Joints where sealant is specified to be provided by manufacturer of product to be sealed.
 - 4. Joints where installation of sealant is specified in another section.
 - 5. Joints between suspended panel ceilings/grid and walls.
 - 6. Through-penetrations in sound-rated assemblies that are also fire-rated assemblies.
- J. Nonsag Sealants: Tool surface concave, unless otherwise indicated; remove masking tape immediately after tooling sealant surface.
- K. Concrete Floor Joint Filler: After full cure, shave joint filler flush with top of concrete slab.

3.04 CLEANING

- A. Clean adjacent soiled surfaces.

3.05 PROTECTION OF FINISHED WORK

- A. Protect sealants until cured.

3.06 POST-OCCUPANCY

- A. Post-Occupancy Inspection: Perform visual inspection of entire length of project sealant joints at a time that joints have opened to their greatest width, i.e., at low temperature in thermal cycle. Report failures immediately and repair them.

END OF SECTION

SECTION 08 11 13
HOLLOW METAL DOORS AND FRAMES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Thermally insulated hollow metal doors with frames.

1.02 RELATED REQUIREMENTS

- A. Section 07 92 00 - Joint Sealants.
- B. Section 08 71 00 - Door Hardware.
- C. Section 09 91 13 - Exterior Painting: Field painting.
- D. Section 09 91 23 - Interior Painting: Field painting.

1.03 ABBREVIATIONS AND ACRONYMS

- A. ANSI: American National Standards Institute.
- B. SDI: Steel Door Institute.

1.04 REFERENCE STANDARDS

- A. ADA Standards - Americans with Disabilities Act (ADA) Standards for Accessible Design.
- B. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames and Frame Anchors.
- C. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames.
- D. ANSI/SDI A250.8 - Specifications for Standard Steel Doors and Frames (SDI-100).
- E. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
- F. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- G. ASTM A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, Solution Hardened, and Bake Hardenable.
- H. ASTM A1011/A1011M - Standard Specification for Steel, Sheet and Strip, Hot-Rolled, Carbon, Structural, High-Strength Low-Alloy, High-Strength Low-Alloy with Improved Formability, and Ultra-High Strength.
- I. ASTM C143/C143M - Standard Test Method for Slump of Hydraulic-Cement Concrete.
- J. ASTM C476 - Standard Specification for Grout for Masonry.
- K. ASTM E330/E330M - Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference.
- L. BHMA A156.115 - American National Standard for Hardware Preparation in Steel Doors and Steel Frames.
- M. FEMA P-361 - Safe Rooms for Tornadoes and Hurricanes: Guidance for Community and Residential Safe Rooms.
- N. ICC 500 - ICC/NSSA Standard for the Design and Construction of Storm Shelters; National Storm Shelter Association.
- O. ICC A117.1 - Accessible and Usable Buildings and Facilities.
- P. ITS (DIR) - Directory of Listed Products.
- Q. NAAMM HMMA 830 - Hardware Selection for Hollow Metal Doors and Frames.

- R. NAAMM HMMA 831 - Hardware Locations for Hollow Metal Doors and Frames.
- S. NAAMM HMMA 840 - Guide Specifications for Installation and Storage of Hollow Metal Doors and Frames.
- T. NAAMM HMMA 861 - Guide Specifications for Commercial Hollow Metal Doors and Frames.
- U. NFPA 80 - Standard for Fire Doors and Other Opening Protectives.
- V. NFPA 105 - Standard for Smoke Door Assemblies and Other Opening Protectives.
- W. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies.
- X. SDI 117 - Manufacturing Tolerances for Standard Steel Doors and Frames.
- Y. UL (DIR) - Online Certifications Directory.
- Z. UL 10C - Standard for Positive Pressure Fire Tests of Door Assemblies.
- AA. UL 1784 - Standard for Air Leakage Tests of Door Assemblies.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Materials and details of design and construction, hardware locations, reinforcement type and locations, anchorage and fastening methods, and finishes.
- C. Shop Drawings: Details of each opening, showing elevations, glazing, frame profiles, and any indicated finish requirements.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum ten years documented experience.
- B. Installer Qualifications: Company specializing in performing work of the type specified.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Comply with NAAMM HMMA 840 or ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
- B. Protect with resilient packaging; avoid humidity build-up under coverings; prevent corrosion and adverse effects on factory applied painted finish.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Hollow Metal Doors and Frames:
 - 1. Ceco or Curries, an Assa Abloy Group company: www.assaabloydss.com.
 - 2. Krieger Specialty Products: www.kriegerproducts.com/#sle.
 - 3. Mesker, dormakaba Group: www.meskeropeningsgroup.com/#sle.
 - 4. Republic Doors, an Allegion brand: www.republicdoor.com/#sle.
 - 5. Steelcraft, an Allegion brand: www.allegion.com/sle.
 - 6. Technical Glass Products: www.tgpamerica.com.
 - 7. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Tornado-Resistant Hollow Metal Doors and Frames:
 - 1. Any of those listed above meeting the requirements noted.
 - 2. Premier Steel Doors and Frames; Severe Windstorm Rated Doors & Frames: www.trustpremier.com/#sle.
 - 3. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 PERFORMANCE REQUIREMENTS

A. Requirements for Hollow Metal Doors and Frames:

1. Steel Sheet: Comply with one or more of the following requirements; galvanized steel complying with ASTM A653/A653M, cold-rolled steel complying with ASTM A1008/A1008M, or hot-rolled pickled and oiled (HRPO) steel complying with ASTM A1011/A1011M, commercial steel (CS) Type B, for each.
2. Accessibility: Comply with ICC A117.1 and ADA Standards.
3. Exterior Door Top Closures: Flush end closure channel, with top and door faces aligned.
4. Door Edge Profile: Beveled, both sides.
5. Typical Door Face Sheets: Flush. Smooth, seamless, joints mitered, interlocked, welded and ground smooth.
6. Hardware Preparations, Selections and Locations: Comply with NAAMM HMMA 830 and NAAMM HMMA 831 or BHMA A156.115 and ANSI/SDI A250.8 (SDI-100) in accordance with specified requirements.
 - a. Steel Door and Frame Reinforcing:
 - i. Minimum 7 gauge steel of equivalent thread depth for hinges.
 - ii. Minimum 12 gauge steel for other hardware.
7. Zinc Coating for Typical Interior and/or Exterior Locations: Provide metal components zinc-coated (galvanized) and/or zinc-iron alloy-coated (galvannealed) by the hot-dip process in accordance with ASTM A653/A653M, with manufacturer's standard coating thickness, unless noted otherwise for specific hollow metal doors and frames.
 - a. Based on SDI Standards: Provide at least A40/ZF120 (galvannealed) when necessary, coating not required for typical interior door applications, and at least A60/ZF180 (galvannealed) for corrosive locations.

- B. Combined Requirements: If a particular door and frame unit is indicated to comply with more than one type of requirement, comply with the specified requirements for each type; for instance, an exterior door that is also indicated as being sound-rated must comply with the requirements specified for exterior doors and for sound-rated doors; where two requirements conflict, comply with the most stringent.

2.03 HOLLOW METAL DOORS

A. Exterior Doors: Thermally insulated.

1. Based on SDI Standards: ANSI/SDI A250.8 (SDI-100).
 - a. Level 3 - Extra Heavy-duty.
 - b. Physical Performance Level A, 1,000,000 cycles; in accordance with ANSI/SDI A250.4.
 - c. Model 1 - Full Flush.
 - d. Door Face Metal Thickness: 20 gauge, 0.032 inch, minimum.
 - e. Zinc Coating: A60/ZF180 galvannealed coating; ASTM A653/A653M.
2. Core Material: Polyurethane, 1.8 lbs/cu ft minimum density.
3. Door Thermal Resistance: R-Value of 8.7, minimum, for installed thickness of polyurethane.
4. Door Thickness: 1-3/4 inches, nominal.
5. Weatherstripping: Refer to Section 08 71 00.
6. Door Finish: Factory primed and field finished.

2.04 HOLLOW METAL FRAMES

- A. Comply with standards and/or custom guidelines as indicated for corresponding door in accordance with applicable door frame requirements.

- B. Frame Finish: Factory primed and field finished.
- C. General:
 - 1. Comply with the requirements of grade specified for corresponding door.
 - a. ANSI A250.8 Level 2 Doors: 18 gage frames.
 - i. Doors over 4'-0" wide: 16 gage frames.
 - b. ANSI A250.8 Level 3 Doors: 16 gage frames.
 - 2. Frame Profile: Double rabbet, unless otherwise indicated.
 - 3. Face Width: 2 inches, unless otherwise indicated.
 - 4. Frame Depth: As indicated in door schedule. Contractor to verify wall thicknesses.
 - a. Provide extra deep frames where indicated.
 - 5. Hospital / Terminated Stops: not required
 - 6. Knock-down frames are prohibited.
- D. Exterior Door Frames: Full profile/continuously welded type. Thermally-broken.
 - 1. Galvanizing: Components hot-dipped zinc-iron alloy-coated (galvannealed) in accordance with ASTM A653/A653M, with A40/ZF120 coating.
 - 2. Frame Metal Thickness: 16 gauge, 0.053 inch, minimum.
 - 3. Weatherstripping: Separate, see Section 08 71 00.

2.05 FINISHES

- A. Primer: Rust-inhibiting, complying with ANSI/SDI A250.10, door manufacturer's standard.
- B. Bituminous Coating: Cold-applied asphalt mastic, compounded for 15 mil, 0.015 inch dry film thickness (DFT) per coat; provide inert-type noncorrosive compound free of asbestos fibers, sulfur components, and other deleterious impurities.

2.06 ACCESSORIES

- A. Frame Anchors:
 - 1. Masonry Type: Adjustable strap and stirrup or T-shaped anchors to suit frame size, not less than 0.042 inches thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.
- B. Mechanical Fasteners for Concealed Metal-to-Metal Connections: Self-drilling, self-tapping, steel with electroplated zinc finish.
- C. Grout for Frames: Mortar grout complying with ASTM C476 with maximum slump of 4 inches as measured in accordance with ASTM C143/C143M for hand troweling in place; plaster grout and thinner pumpable grout are prohibited.
- D. Silencers: Resilient rubber, fitted into drilled hole; provide three on strike side of single door, three on center mullion of pairs, and two on head of pairs without center mullions.
 - 1. Coordinate with painter so that silencers are not painted.
- E. Temporary Frame Spreaders: Provide for factory- or shop-assembled frames.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing conditions before starting work.
- B. Verify that opening sizes and tolerances are acceptable.
- C. Verify that finished walls are in plane to ensure proper door alignment.

3.02 PREPARATION

- A. Coat inside of non-rated frames to be installed in concrete, masonry or to be grouted, with bituminous coating, prior to installation.

3.03 INSTALLATION

- A. Install doors and frames in accordance with manufacturer's instructions and related requirements of specified door and frame standards or custom guidelines indicated.
- B. Install fire rated units in accordance with NFPA 80.
- C. Coordinate frame anchor placement with wall construction.
- D. Install spray foam insulation at frames at exterior walls.
- E. Grout frames in masonry construction, using hand trowel methods; brace frames so that pressure of grout before setting will not deform frames.
- F. Install door hardware as specified in Section 08 71 00.
 - 1. Comply with recommended practice for hardware placement of doors and frames in accordance with ANSI/SDI A250.6 or NAAMM HMMA 861.
- G. Comply with glazing installation requirements of Section 08 80 00.
- H. Coordinate installation of electrical connections to electrical hardware items.
- I. Touch up damaged factory finishes.

3.04 TOLERANCES

- A. Clearances Between Door and Frame: Comply with related requirements of specified frame standards or custom guidelines indicated in accordance with SDI 117 or NAAMM HMMA 861.
- B. Maximum Diagonal Distortion: 1/16 inch measured with straight edge, corner to corner.

3.05 ADJUSTING

- A. Adjust for smooth and balanced door movement.

3.06 SCHEDULE

- A. Refer to Door and Frame Schedule on the drawings.

END OF SECTION

SECTION 09 21 16
GYPSUM BOARD ASSEMBLIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Gypsum wallboard.
- B. Joint treatment and accessories.
- C. Textured finish system.

1.02 RELATED REQUIREMENTS

- A. Section 01 50 00 - Construction Facilities and Temporary Controls: temporary partition requirements
- B. Section 06 10 00 - Rough Carpentry: Wood blocking product and execution requirements.
- C. Section 07 92 00 - Joint Sealants: Sealing acoustical gaps in construction other than gypsum board or plaster work.
- D. Section 09 91 23 - Interior Painting: Field painting.

1.03 REFERENCE STANDARDS

- A. AISI S100 - North American Specification for the Design of Cold-Formed Steel Structural Members.
- B. AISI S201 - North American Standard for Cold-Formed Steel Framing - Product Data.
- C. AISI S220 - North American Standard for Cold-Formed Steel Nonstructural Framing.
- D. AISI S240 - North American Standard for Cold-Formed Steel Structural Framing.
- E. ASTM A36/A36M - Standard Specification for Carbon Structural Steel.
- F. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
- G. ASTM A1003/A1003M - Standard Specification for Steel Sheet, Carbon, Metallic- and Nonmetallic-Coated for Cold-Formed Framing Members.
- H. ASTM C1007 - Standard Specification for Installation of Load Bearing (Transverse and Axial) Steel Studs and Related Accessories.
- I. ASTM C475/C475M - Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board.
- J. ASTM C754 - Standard Specification for Installation of Steel Framing Members to Receive Screw-Attached Gypsum Panel Products.
- K. ASTM C840 - Standard Specification for Application and Finishing of Gypsum Board.
- L. ASTM C954 - Standard Specification for Steel Drill Screws for the Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 in. (0.84 mm) to 0.112 in. (2.84 mm) in Thickness.
- M. ASTM C1002 - Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs.
- N. ASTM C1047 - Standard Specification for Accessories For Gypsum Wallboard and Gypsum Veneer Base.
- O. ASTM C1396/C1396M - Standard Specification for Gypsum Board.
- P. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber.
- Q. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.

- R. ASTM E413 - Classification for Rating Sound Insulation.
- S. GA-216 - Application and Finishing of Gypsum Panel Products.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate the installation of gypsum board assemblies with size, location, and installation of service utilities.
- B. Sequencing: Install service utilities in an orderly and expeditious manner.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide data on metal framing, gypsum board, accessories, and joint finishing system.
 - 1. Provide manufacturer's data on partition head to structure connectors, showing compliance with requirements.
- C. Shop Drawings: Indicate special details associated with acoustic seals.

1.06 QUALITY ASSURANCE

- A. Designer Qualifications: Perform design under direct supervision of a Professional Engineer experienced in design of this type of work and licensed in the State in which the Project is located.
- B. Installer Qualifications: Company specializing in performing work of the type specified and with at least three years of documented experience.
- C. Perform in accordance with ASTM C 840. Comply with requirements of GA-600 for fire-rated assemblies.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Store gypsum products and accessories indoors and keep above freezing. Elevate boards above floor, on nonwicking supports, in accordance with manufacturer's recommendations.
- B. Store metal products to prevent corrosion, under cover and above grade.

PART 2 PRODUCTS

2.01 GYPSUM BOARD ASSEMBLIES

- A. Provide completed assemblies complying with ASTM C840 and GA-216.
 - 1. See PART 3 for finishing requirements.

2.02 BOARD MATERIALS

- A. Manufacturers - Gypsum-Based Board:
 - 1. American Gypsum Company: www.americangypsum.com.
 - 2. CertainTeed Corporation: www.certainteed.com.
 - 3. Continental Building Products: www.continental-bp.com.
 - 4. Georgia-Pacific Gypsum: www.gpgypsum.com.
 - 5. National Gypsum Company: www.nationalgypsum.com.
 - 6. PABCO Gypsum: www.pabcogypsum.com.
 - 7. USG Corporation: www.usg.com.
 - 8. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Gypsum Wallboard: Paper-faced gypsum panels as defined in ASTM C1396/C1396M; sizes to minimize joints in place; ends square cut.
 - 1. Application: Use for vertical surfaces and ceilings, unless otherwise indicated.
 - 2. Mold Resistance: Score of 10, when tested in accordance with ASTM D3273.

- a. Mold-resistant board is required whenever board is being installed before the building is enclosed and conditioned.
 - b. Mold resistant board is required at inside face of exterior walls.
- 3. Thickness:
 - a. Vertical Surfaces: 5/8 inch.
 - b. Ceilings: 5/8 inch.
- 4. Paper-Faced Products:
 - a. American Gypsum Company; LightRoc Gypsum Wallboard: www.americangypsum.com/#sle.
 - b. American Gypsum Company; FireBloc Type X Gypsum Wallboard: www.americangypsum.com/#sle.
 - c. American Gypsum Company; FireBloc Type C Gypsum Wallboard: www.americangypsum.com/#sle.
 - d. CertainTeed Corporation; Type C Drywall: www.certainteed.com/#sle.
 - e. CertainTeed Corporation; Type X Drywall: www.certainteed.com/#sle.
 - f. Georgia-Pacific Gypsum; ToughRock: www.gpgypsum.com/#sle.
 - g. Georgia-Pacific Gypsum; ToughRock Fireguard X: www.gpgypsum.com/#sle.
 - h. Georgia-Pacific Gypsum; ToughRock Fireguard C: www.gpgypsum.com/#sle.
 - i. Gold Bond Building Products, LLC provided by National Gypsum Company; Gold Bond Fire-Shield Gypsum Board: www.goldbondbuilding.com/#sle.
 - j. Gold Bond Building Products, LLC provided by National Gypsum Company; Gold Bond Fire-Shield C 5/8" Gypsum Board: www.goldbondbuilding.com/#sle.
 - k. USG Corporation; Sheetrock Brand EcoSmart Panels Firecode X 5/8 in. (15.9 mm): www.usg.com/#sle.
 - l. USG Corporation; Sheetrock Brand Firecode X Panels 5/8 in. (15.9 mm): www.usg.com/#sle.
 - m. USG Corporation; Sheetrock Brand UltraLight Panels Firecode ULIX 5/8 in. (15.9 mm): www.usg.com/#sle.
 - n. Substitutions: See Section 01 60 00 - Product Requirements.

2.03 GYPSUM BOARD ACCESSORIES

- A. Beads, Joint Accessories, and Other Trim: ASTM C1047, rigid plastic, galvanized steel, or rolled zinc, unless noted otherwise.
 - 1. Types: As detailed or required for finished appearance.
 - 2. Special Shapes: In addition to conventional corner bead and control joints, provide U-bead at exposed panel edges.
 - 3. Corner Beads: Low profile, for 90 degree outside corners.
 - 4. Control Joints:
 - a. Type: V-shaped metal with factory-installed protective tape.
 - b. Products:
 - i. Clark Dietrich: #093 Zinc Control Joint (ZNCJ)
 - ii. Substitutions: See Section 01 60 00 - Product Requirements.
- B. Joint Materials: ASTM C475/C475M and as recommended by gypsum board manufacturer for project conditions.
 - 1. Fiberglass Tape: 2 inch wide, coated glass fiber tape for joints and corners.

2. Paper Tape: 2 inch wide, creased paper tape for joints and corners.
3. Joint Compound: Drying type, vinyl-based, ready-mixed.
4. Joint Compound: Setting type, field-mixed.
- C. Textured Finish Materials: Latex-based compound; plain.
- D. Screws for Fastening of Gypsum Panel Products to Cold-Formed Steel Studs Less than 0.033 inches in Thickness and Wood Members: ASTM C1002; self-piercing tapping screws, corrosion-resistant.
- E. Screws for Fastening of Gypsum Panel Products to Steel Members from 0.033 to 0.112 inch in Thickness: ASTM C954; steel drill screws, corrosion-resistant.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that project conditions are appropriate for work of this section to commence.

3.02 FRAMING INSTALLATION

- A. Studs: Space studs as permitted by standard unless noted more restrictively on Drawings.
 1. Extend partition framing to structure where indicated and to ceiling in other locations.
 2. Partitions Terminating at Ceiling: Attach ceiling runner securely to ceiling track in accordance with manufacturer's instructions.
 3. Partitions Terminating at Structure: Attach top runner to structure, maintain clearance between top of studs and structure, and connect studs to track using specified mechanical devices in accordance with manufacturer's instructions; verify free movement of top of stud connections; do not leave studs unattached to track.
- B. Openings: Reinforce openings as required for weight of doors or operable panels, using not less than double studs at jambs.
- C. Blocking: Install wood blocking for support of:
 1. Framed openings.

3.03 BOARD INSTALLATION

- A. Comply with ASTM C840, GA-216, and manufacturer's instructions. Install to minimize butt end joints, especially in highly visible locations.
- B. Single-Layer Nonrated: Install gypsum board in most economical direction, with ends and edges occurring over firm bearing.

3.04 INSTALLATION OF TRIM AND ACCESSORIES

- A. Control Joints: Place control joints consistent with lines of building spaces and as indicated.
 1. Not more than 30 feet apart on walls and ceilings over 50 feet long.
- B. Corner Beads: Install at external corners, using longest practical lengths.
- C. Edge Trim: Install at locations where gypsum board abuts dissimilar materials.

3.05 JOINT TREATMENT

- A. Paper Faced Gypsum Board: Use paper joint tape, embed with drying type joint compound and finish with drying type joint compound.
- B. Finish gypsum board in accordance with levels defined in ASTM C840, as follows:
 1. Level 1.
- C. Tape, fill, and sand exposed joints, edges, and corners to produce smooth surface ready to receive finishes.
 1. Feather coats of joint compound so that camber is maximum 1/32 inch.
 2. Taping, filling, and sanding are not required at base layer of double-layer applications.

3.06 TOLERANCES

- A. Maximum Variation of Finished Gypsum Board Surface from True Flatness: 1/8 inch in 10 feet in any direction.

3.07 PROTECTION

- A. Protect installed gypsum board assemblies from subsequent construction operations.

END OF SECTION

SECTION 09 91 13
EXTERIOR PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surface preparation.
- B. Field application of paints.
- C. Scope: Finish exterior surfaces exposed to view, unless fully factory-finished and unless otherwise indicated.
 - 1. Exposed surfaces of steel lintels and ledge angles, hollow metal doors, and bollards.
- D. Do Not Paint or Finish the Following Items:
 - 1. Items factory-finished unless otherwise indicated; materials and products having factory-applied primers are not considered factory finished.
 - 2. Items indicated to receive other finishes.
 - 3. Items indicated to remain unfinished.
 - 4. Fire rating labels, equipment serial number and capacity labels, and operating parts of equipment.
 - 5. Stainless steel, anodized aluminum, bronze, terne-coated stainless steel, zinc, and lead.
 - 6. Floors, unless specifically indicated.
 - 7. Brick, glass unit masonry, architectural concrete, cast stone, integrally colored plaster and stucco.

1.02 RELATED REQUIREMENTS

- A. Section 05 50 00 - Metal Fabrications: Shop-primed items.
- B. Section 08 11 13 - Hollow Metal Doors and Frames: Shop-primed items for field painting.

1.03 DEFINITIONS

- A. Comply with ASTM D16 for interpretation of terms used in this section.

1.04 REFERENCE STANDARDS

- A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency.
- B. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications.
- C. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual.
- D. SSPC-SP 1 - Solvent Cleaning.
- E. SSPC-SP 2 - Hand Tool Cleaning.
- F. SSPC-SP 6 - Commercial Blast Cleaning.

1.05 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data: Provide complete list of products to be used, with the following information for each:
 - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
 - 2. Cross-reference to specified paint system(s) product is to be used in; include description of each system.
- C. Samples: Submit two paper "draw down" samples, 8-1/2 by 11 inches in size, illustrating range of colors available for each finishing product specified.

1. Where sheen is specified, submit samples in only that sheen.
2. Where sheen is not specified, discuss sheen options with Architect before preparing samples, to eliminate sheens not required.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified, with minimum five years documented experience.
- B. Applicator Qualifications: Company specializing in performing the type of work specified with minimum three years experience.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of paint, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Paint Materials: Store at minimum ambient temperature of 45 degrees F and a maximum of 90 degrees F, in ventilated area, and as required by manufacturer's instructions.

1.08 FIELD CONDITIONS

- A. Do not apply materials when surface and ambient temperatures are outside the paint product manufacturer's temperature ranges.
- B. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- C. Do not apply exterior paint and finishes during rain or snow, or when relative humidity is outside the humidity ranges required by the paint product manufacturer.
- D. Minimum Application Temperatures for Latex Paints: 50 degrees F for exterior; unless required otherwise by manufacturer's instructions.
- E. Provide lighting level of 80 ft candles measured mid-height at substrate surface.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Provide paints and finishes from the same manufacturer to the greatest extent possible.
 1. If a single manufacturer cannot provide specified products, minor exceptions will be permitted provided approval by Architect is obtained using the specified procedures for substitutions.
 2. Substitution of other products by the same manufacturer is preferred over substitution of products by a different manufacturer.
 3. Substitution of a different paint system using MPI-approved products by the same manufacturer will be considered.
- B. Paints:
 1. Benjamin Moore & Co: www.benjaminmoore.com.
 2. Diamond Vogel Paints: www.diamondvogel.com/#sle.
 3. PPG Paints: www.ppgpaints.com/#sle.
 4. Sherwin-Williams Company: www.sherwin-williams.com/#sle.
- C. Primer Sealers: Same manufacturer as top coats.
- D. Substitutions: See Section 01 60 00 - Product Requirements.

2.02 PAINTS AND FINISHES - GENERAL

- A. Paints and Finishes: Ready-mixed, unless required to be a field-catalyzed paint.

1. Provide paints and finishes of a soft paste consistency, capable of being readily and uniformly dispersed to a homogeneous coating, with good flow and brushing properties, and capable of drying or curing free of streaks or sags.
 2. Provide materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
 3. For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.
 4. Supply each paint material in quantity required to complete entire project's work from a single production run.
 5. Do not reduce, thin, or dilute paint or finishes or add materials unless such procedure is described explicitly in manufacturer's product instructions.
- B. Volatile Organic Compound (VOC) Content:
1. Provide paints and finishes that comply with the most stringent requirements specified in the following:
 - a. 40 CFR 59, Subpart D--National Volatile Organic Compound Emission Standards for Architectural Coatings.
 - b. Architectural coatings VOC limits of the State in which the Project is located.
 2. Determination of VOC Content: Testing and calculation in accordance with 40 CFR 59, Subpart D (EPA Method 24), exclusive of colorants added to a tint base and water added at project site; or other method acceptable to authorities having jurisdiction.
- C. Sheens: Provide the sheens specified; where sheen is not specified, sheen will be selected later by Architect from the manufacturer's full line.
- D. Colors: As indicated in drawings.
1. Allow for same number of colors indicated in Finish Schedule, plus three additional samples, without additional cost to Owner.
 2. Extend colors to surface edges; colors may change at any edge as directed by Architect.

2.03 PAINT SYSTEMS - EXTERIOR

- A. Galvanized Metals, Alkyd, 3 Coat:
1. One coat galvanize primer. Applied to result in a dry film thickness of not less than 2.0 mils.
 - a. Benjamin Moore; Super Spec Acrylic Metal Primer P04
 - b. Diamond Vogel: Vers-Acryl 300 Acrylic Maintenance Primer/Finish.
 - c. PPG Paints; 6-209 SpeedHide Interior/Exterior Galvanized Steel Primer.
 - d. Sherwin-Williams; Galvite HS Paint B50WZ30.
 2. Semi-gloss: Two coats of alkyd enamel. Applied to result in a dry film thickness of not less than 2.0 mil per coat.
 - a. Benjamin Moore; Super Spec HP "D.T.M. Alkyd Semi-Gloss P24.
 - b. Diamond Vogel: CoteAll Multi-Purpose Alkyd Semi Gloss
 - c. PPG Paints; Dev-Guard Semi-Gloss Enamel. 4306.
 - d. Sherwin-Williams; Industrial Enamel B-54 Series.

2.04 ACCESSORY MATERIALS

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of painted surfaces.
- B. Patching Material: Latex filler.
- C. Fastener Head Cover Material: Latex filler.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Do not begin application of paints and finishes until substrates have been properly prepared.
- B. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- C. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially effect proper application.
- D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.
- E. Test shop-applied primer for compatibility with subsequent cover materials.

3.02 PREPARATION

- A. Clean surfaces thoroughly and correct defects prior to application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Remove or mask surface appurtenances, including electrical plates, hardware, light fixture trim, escutcheons, and fittings, prior to preparing surfaces for finishing.
- D. Seal surfaces that might cause bleed through or staining of topcoat.
- E. Remove mildew from impervious surfaces by scrubbing with solution of tetra-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- F. Galvanized Surfaces:
 - 1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
 - 2. Prepare surface according to SSPC-SP 2.
- G. Ferrous Metal:
 - 1. Solvent clean according to SSPC-SP 1.
 - 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
 - 3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning according to SSPC-SP 6 "Commercial Blast Cleaning". Protect from corrosion until coated.
- H. Metal Doors to be Painted: Prime metal door top and bottom edge surfaces.

3.03 APPLICATION

- A. Remove unfinished louvers, grilles, covers, and access panels on mechanical and electrical components and paint separately.
- B. Apply products in accordance with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual".
- C. Do not apply finishes to surfaces that are not dry. Allow applied coats to dry before next coat is applied.
- D. Apply each coat to uniform appearance.
- E. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply additional coats until complete hide is achieved.
- F. Sand metal surfaces lightly between coats to achieve required finish.
- G. Vacuum clean surfaces of loose particles. Use tack cloth to remove dust and particles just prior to applying next coat.

3.04 CLEANING

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.

3.05 PROTECTION

- A. Protect finishes until completion of project.
- B. Touch-up damaged finishes after Substantial Completion.

END OF SECTION

DRAFT AIA® Document A105® – 2017

Standard Short Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« »
« »
« »
« »

and the Contractor:
(Name, legal status, address and other information)

« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

« »
« »
« »

The Architect:
(Name, legal status, address and other information)

« »
« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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17	OTHER TERMS AND CONDITIONS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contractor shall complete the Work described in the Contract Documents for the Project. The Contract Documents consist of

- .1 this Agreement signed by the Owner and Contractor;
- .2 the drawings and specifications prepared by the Architect, dated « », and enumerated as follows:

Drawings:

Number	Title	Date

Specifications:

Section	Title	Pages

- .3 addenda prepared by the Architect as follows:

Number	Date	Pages

- .4 written orders for changes in the Work, pursuant to Article 10, issued after execution of this Agreement; and

.5 other documents, if any, identified as follows:

« »

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The Contract Time is the number of calendar days available to the Contractor to substantially complete the Work.

§ 2.2 Date of Commencement:

Unless otherwise set forth below, the date of commencement shall be the date of this Agreement.
(Insert the date of commencement if other than the date of this Agreement.)

« »

§ 2.3 Substantial Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion, as defined in Section 12.5, of the entire Work:
(Check the appropriate box and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement.

[« »] By the following date: « »

§ 2.4 Final Completion:

Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion, as defined in Section 12.6, of the entire Work:
(Check the appropriate box and complete the necessary information.)

[« »] Not later than « » (« ») calendar days from the date of commencement.

[« »] By the following date: «November 14, 2024»

ARTICLE 3 CONTRACT SUM

§ 3.1 The Contract Sum shall include all items and services necessary for the proper execution and completion of the Work. Subject to additions and deductions in accordance with Article 10, the Contract Sum is:

« » (\$ « »)

ARTICLE 4 PAYMENTS

§ 4.1 Provided that an Application for Payment is received by the Architect and forwarded to the Owner not later than the 1st day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment shall be made by the Owner not later than thirty days after the Architect receives the Application for Payment and forwards the same to the Owner.

§ 4.2 Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at one percent per annum.

ARTICLE 5 INSURANCE

§ 5.1 The Contractor shall maintain the following types and limits of insurance until the expiration of the period for correction of Work as set forth in Section 14.2, subject to the terms and conditions set forth in this Section 5.1:

§ 5.1.1 Commercial General Liability insurance for the Project, written on an occurrence form, with policy limits of not less than « » (\$ « ») each occurrence, « » (\$ « ») general aggregate, and « » (\$ « ») aggregate for products-completed operations hazard.

§ 5.1.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « » (\$ « ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 5.1.3 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided that such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 5.1.1 and 5.1.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 5.1.4 Workers' Compensation at statutory limits.

§ 5.1.5 Employers' Liability with policy limits not less than Iowa legal limits.

§ 5.1.6 The Contractor shall provide builder's risk insurance to cover the total value of the entire Project on a replacement cost basis.

§ 5.1.7 Other Insurance Provided by the Contractor

§ 5.2 The Contractor shall ensure the Owner is named as an additional insured on the policies required to be carried by the Contractor under this Article 5. The Contractor's Insurance shall contain a Non-Waiver of Governmental Immunities Endorsement pursuant to Chapter 670.4 of the Iowa Code.

§ 5.3 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance and shall provide property insurance to cover the value of the Owner's property. The Contractor is entitled to receive an increase in the Contract Sum equal to the insurance proceeds related to a loss for damage to the Work covered by the Owner's property insurance.

§ 5.4 The Contractor shall obtain an endorsement to its Commercial General Liability insurance policy to provide coverage for the Contractor's obligations under Section 8.12.

§ 5.5 Prior to commencement of the Work, each party shall provide certificates of insurance showing their respective coverages.

§ 5.6 Unless specifically precluded by the Owner's property insurance policy, the Owner and Contractor waive all rights against (1) each other and any of their subcontractors, suppliers, agents, and employees, each of the other; and (2) the Architect, Architect's consultants, and any of their agents and employees, for damages caused by fire or other causes of loss to the extent those losses are covered by property insurance or other insurance applicable to the Project, except such rights as they have to the proceeds of such insurance.

ARTICLE 6 GENERAL PROVISIONS

§ 6.1 The Contract

The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a written modification in accordance with Article 10. The Contract shall be signed by the Owner and Contractor. No Contract shall be formed between the parties until all Contract Documents are approved by the City Council and executed by both parties.

§ 6.2 The Work

The term "Work" means the construction and services required by the Contract Documents, and includes all other labor, materials, equipment, and services provided, or to be provided, by the Contractor to fulfill the Contractor's obligations.

§ 6.3 Intent

The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all.

§ 6.4 Ownership and Use of Architect's Drawings, Specifications and Other Documents

Documents prepared by the Architect are instruments of the Architect's service for use solely with respect to this Project. For the purposes of this Agreement only, the Architect shall retain all common law, statutory, and other reserved rights, including the copyright. The Contractor, subcontractors, sub-subcontractors, and suppliers are authorized to use and reproduce the instruments of service solely and exclusively for execution of the Work. The instruments of service may not be used for other Projects or for additions to this Project outside the scope of the Work without the specific written consent of the Architect.

§ 6.5 Electronic Notice

Written notice under this Agreement may be given by one party to the other by email as set forth below.
(Insert requirements for delivering written notice by email such as name, title, and email address of the recipient, and whether and how the system will be required to generate a read receipt for the transmission.)

« »

ARTICLE 7 OWNER

§ 7.1 Information and Services Required of the Owner

§ 7.1.1 If requested by the Contractor, the Owner shall furnish all necessary surveys and a legal description of the site. The Contractor shall not be entitled to rely on the accuracy of information furnished by the Owner. The Contractor shall compare information furnished by the Owner and the Contract Documents and shall report to the Owner and Architect any conflicts, errors, or omissions. Contractor shall be responsible for any additional costs, delays, or damages resulting from the Contractor's failure to immediately report any such errors, inconsistencies, or omissions.

§ 7.1.2 Except for permits and fees under Section 8.7.1 that are the responsibility of the Contractor, the Owner shall obtain and pay for other necessary approvals, easements, assessments, and charges.

§ 7.1.3 Prior to commencement of the Work, at the written request of the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence.

§ 7.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the Contract Documents, the Owner may direct the Contractor in writing to stop the Work until the correction is made.

§ 7.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies, correct such deficiencies. In such case, the Architect may withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the cost of correction, provided the actions of the Owner and amounts charged to the Contractor were approved by the Architect.

§ 7.4 Owner's Right to Perform Construction and to Award Separate Contracts

§ 7.4.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project.

§ 7.4.2 The Contractor shall coordinate and cooperate with the Owner's own forces and separate contractors employed by the Owner.

ARTICLE 8 CONTRACTOR

§ 8.1 Review of Contract Documents and Field Conditions by Contractor

§ 8.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents. In no case shall the Contractor proceed with any portion of the Work if there is any uncertainty.

§ 8.1.2 The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the Owner. Before commencing activities, the Contractor shall (1) take field measurements and verify field conditions; (2) carefully compare this and other information known to the Contractor with the Contract Documents; and (3) promptly report errors, inconsistencies, or omissions discovered to the Architect.

§ 8.2 Contractor's Construction Schedule

The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Architect's information a Contractor's construction schedule for the Work.

§ 8.3 Supervision and Construction Procedures

§ 8.3.1 The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work.

§ 8.3.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner, through the Architect, the names of subcontractors or suppliers for each portion of the Work. The Contractor shall not contract with any subcontractor or supplier to whom the Owner or Architect have made a timely and reasonable objection.

§ 8.4 Labor and Materials

§ 8.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Work required by the Contract Documents to be performed after working hours or work the Contractor elects to perform after hours shall be completed at no additional cost to the Owner.

§ 8.4.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

§ 8.5 Warranty

The Contractor warrants to the Owner and Architect that: (1) materials and equipment furnished under the Contract will be new and of good quality unless otherwise required or permitted by the Contract Documents; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of the Contract Documents. Any material or equipment warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 12.5.

§ 8.6 Taxes

A sales tax exemption certificate will be available for all material purchased for incorporation in the project. The Contractor shall not incur, or charge the Owner, for any sales tax related to the Work.

§ 8.7 Permits, Fees and Notices

§ 8.7.1 The Contractor shall obtain and pay for the building permit and other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work.

§ 8.7.2 The Contractor shall comply with and give notices required by agencies having jurisdiction over the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs. The Contractor shall promptly notify the Architect in writing of any known inconsistencies in the Contract Documents with such governmental laws, rules, and regulations.

§ 8.8 Submittals

The Contractor shall promptly review, approve in writing, and submit to the Architect shop drawings, product data, samples, and similar submittals required by the Contract Documents. Shop drawings, product data, samples, and similar submittals are not Contract Documents.

§ 8.9 Use of Site

The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, the Contract Documents, and the Owner.

§ 8.10 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 8.11 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, the Contractor shall remove its tools, construction equipment, machinery, and surplus material; and shall properly dispose of waste materials.

§ 8.12 Indemnification

The Contractor shall indemnify and hold the Owner and Architect harmless against any liabilities, damages, loss and expenses, including but not limited to attorneys' fees, related to the Contractor's performance of the Work.

ARTICLE 9 ARCHITECT

§ 9.1 The Architect will provide administration of the Contract as described in the Contract Documents. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 9.2 The Architect will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the Work, or as otherwise outlined in the Agreement between Owner and Architect.

§ 9.3 The Architect will not have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility. The Architect will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents.

§ 9.4 Based on the Architect's observations and evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor.

§ 9.5 The Architect has authority to reject Work that does not conform to the Contract Documents with notice provided to Owner.

§ 9.6 The Architect will promptly review and approve or take appropriate action upon Contractor's submittals, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 9.7 On written request from either the Owner or Contractor, the Architect will promptly interpret and decide matters concerning performance under, and requirements of, the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon, in writing, or otherwise with reasonable promptness.

§ 9.8 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from the Contract Documents, and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions rendered in good faith.

§ 9.9 The Architect's duties, responsibilities, and limits of authority as described in the Contract Documents shall not be changed without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

ARTICLE 10 CHANGES IN THE WORK

§ 10.1 The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract, consisting of additions, deletions or other revisions, and the Contract Sum and Contract Time shall be adjusted accordingly, in writing. No claim for an adjustment to the Contract Sum shall be effective unless a written change order is prepared, approved, and signed by the Owner.

§ 10.2 The Architect may authorize or order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such authorization or order shall be in writing and shall be binding on the Owner and Contractor. The Contractor shall proceed with such minor changes promptly.

§ 10.3 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be subject to equitable adjustment.

ARTICLE 11 TIME

§ 11.1 Time limits stated in the Contract Documents are of the essence of the Contract.

§ 11.2 If the Contractor is delayed at any time in progress of the Work by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond the Contractor's control, the Contract Time shall be subject to equitable adjustment.

§ 11.3 A time adjustment under subsection 11.2 shall be Contractor's sole remedy for a delay in the Work.

ARTICLE 12 PAYMENTS AND COMPLETION

§ 12.1 Contract Sum

The Contract Sum stated in this Agreement, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 12.2 Applications for Payment

§ 12.2.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment for Work completed in accordance with the values stated in this Agreement. The Application shall be supported by data substantiating the Contractor's right to payment as the Owner or Architect may reasonably require, such as evidence of payments made to, and waivers of liens from, subcontractors and suppliers. Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 12.2.2 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or other encumbrances adverse to the Owner's interests.

§ 12.3 Certificates for Payment

The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner in writing of the Architect's reasons for withholding certification in part; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole. If certification or notification is not made within such seven day period, the Contractor may, upon seven additional days' written notice to the Owner and Architect, stop

the Work until payment of the amount owing has been received. The Contract Time and the Contract Sum shall be equitably adjusted due to the delay.

§ 12.4 Progress Payments

§ 12.4.1 After the Architect has issued a Certificate for Payment and released it to the Owner, the Owner shall pay the certified amount as required by the Contract Documents and Iowa Code Chapter 573.

§ 12.4.2 The Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the Owner, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

§ 12.4.3 Neither the Owner nor the Architect shall have responsibility for payments to a subcontractor or supplier.

§ 12.4.4 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the requirements of the Contract Documents.

§ 12.4.5 Payment to the Contractor will be made by the Owner from cash on hand from sources as may be legally available.

§ 12.5 Substantial Completion

§ 12.5.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use, subject only to completion of minor punch list items, the absence of completion of which does not interfere with the Owner's intended use of the project. The Contractor assumes the responsibility for notifying the Architect in writing when ready for final review of Contract. This letter to the Architect shall include the date after which the Contractor will be ready for final review of Contract. Designated portions of the Work will be reviewed separately.

§ 12.5.2 When the Contractor believes that the Work or designated portion thereof is substantially complete, it will notify the Architect and the Architect will make an inspection to determine whether the Work is substantially complete. When the Architect determines that the Work is substantially complete, the Architect shall prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, establish the responsibilities of the Owner and Contractor, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 12.6 Final Completion and Final Payment

§ 12.6.1 Upon receipt of a final Application for Payment, the Architect will inspect the Work. When the Architect finds the Work acceptable and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment.

§ 12.6.2 Final payment will be paid by the Owner in accordance with Iowa Code Chapter 573.

§ 12.6.3 Acceptance of final payment by the Contractor, a subcontractor or supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

§ 12.6.4 The Contractor shall reimburse the Owner for any additional architectural or attorney's fees incurred by the Owner because of the Contractor's failure to Finally Complete the Work within the time outlined in the Contract Documents or within sixty days after the date specified in the Contract Documents for Substantial Completion, whichever occurs first.

ARTICLE 13 PROTECTION OF PERSONS AND PROPERTY

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees on the Work and other persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, and other property at the site or

adjacent thereto. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, or by anyone for whose acts the Contractor may be liable.

ARTICLE 14 CORRECTION OF WORK

§ 14.1 The Contractor shall promptly correct Work rejected by the Architect as failing to conform to the requirements of the Contract Documents. The Contractor shall bear the cost of correcting such rejected Work, including the costs of uncovering, replacement, and additional testing.

§ 14.2 In addition to the Contractor's other obligations including warranties under the Contract, the Contractor shall, for a period of one year after Substantial Completion, correct work not conforming to the requirements of the Contract Documents.

§ 14.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 7.3.

§ 14.4 If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable.

ARTICLE 15 MISCELLANEOUS PROVISIONS

§ 15.1 Assignment of Contract

Neither party to the Contract shall assign the Contract as a whole without written consent of the other.

§ 15.2 Tests and Inspections

§ 15.2.1 At the appropriate times, the Contractor shall arrange and bear cost of tests, inspections, and approvals of portions of the Work required by the Contract Documents or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

§ 15.2.2 If the Architect requires additional testing, the Contractor shall perform those tests.

§ 15.2.3 The Owner shall bear cost of tests, inspections, or approvals that do not become requirements until after the Contract is executed. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 15.3 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

ARTICLE 16 TERMINATION OF THE CONTRACT

§ 16.1 Termination by the Contractor

If the Work is stopped under Section 12.3 for a period of 14 days through no fault of the Contractor, the Contractor may, upon seven additional days' written notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed including reasonable overhead and profit, and costs incurred by reason of such termination.

§ 16.2 Termination by the Owner for Cause

§ 16.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 is otherwise guilty of substantial breach of a provision of the Contract Documents.

§ 16.2.2 When any of the above reasons exist, the Owner, after consultation with the Architect, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may

- .1 take possession of the site and of all materials thereon owned by the Contractor, and
- .2 finish the Work by whatever reasonable method the Owner may deem expedient.

§ 16.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 16.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 16.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This obligation for payment shall survive termination of the Contract.

§ 16.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

ARTICLE 17 OTHER TERMS AND CONDITIONS

§ 17.1 Submission by Contractor of Performance and Payment Bonds

Within three days of the approval of this Contract by the Owner, the Contractor shall submit performance and payment bonds in the full amount of the Contract Sum, as required by Iowa law.

§ 17.2 Compliance by Contractor of All Laws

The Contractor shall comply with all laws in performing the Work. Contractor shall take all necessary precautions to keep the site and Work in compliance with the safety and health regulations for construction issued by the Bureau of Labor Standards of the U.S. Department of Labor and the Occupational Safety and Health Standards, as amended and as enforced by the State of Iowa.

§ 17.3 Compliance by Contractor of All State and Federal Civil Rights Laws

The Contractor shall conform in all respects with the provisions of the Federal Civil Rights Act, the Code of Iowa, Chapter 216 Civil Rights Commission and the rules and regulations adopted thereto by the Iowa Civil Rights Commission. The Contractor shall not discriminate against any employee or applicant because of race, age, creed, color, sex, national origin, religion, marital status, parental status, sexual orientation, gender identity, or any other protected class under state or federal law. The Contractor will select qualified applicants with disabilities who can perform the essential functions of the job or position with or without reasonable accommodations. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, ordinances, policies, and procedures, and the Iowa Smoke Free Air Act. The Contractor shall require similar clauses in all its subcontracts for service or materials.

§ 17.4 Resolution of Claims or Disputes by Litigation in Court

A claim or dispute arising under this Contract shall be resolved by litigation in a court of competent jurisdiction. If the Owner is the prevailing party in such an action, the Owner shall be entitled to the recovery of its actual attorney's fees and court costs incurred.

This Agreement entered into as of the day and year first written above.

(If required by law, insert cancellation period, disclosures or other warning statements above the signatures.)

« »

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

LICENSE NO.:

JURISDICTION:

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 A776, 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, 2/40 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.

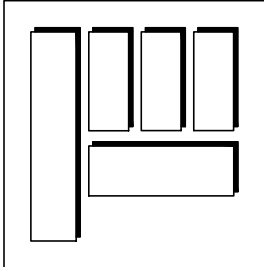
CONTINUOUS FOOTING SCHEDULE

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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10501 Buena Vista Court Urbandale, IA 50322
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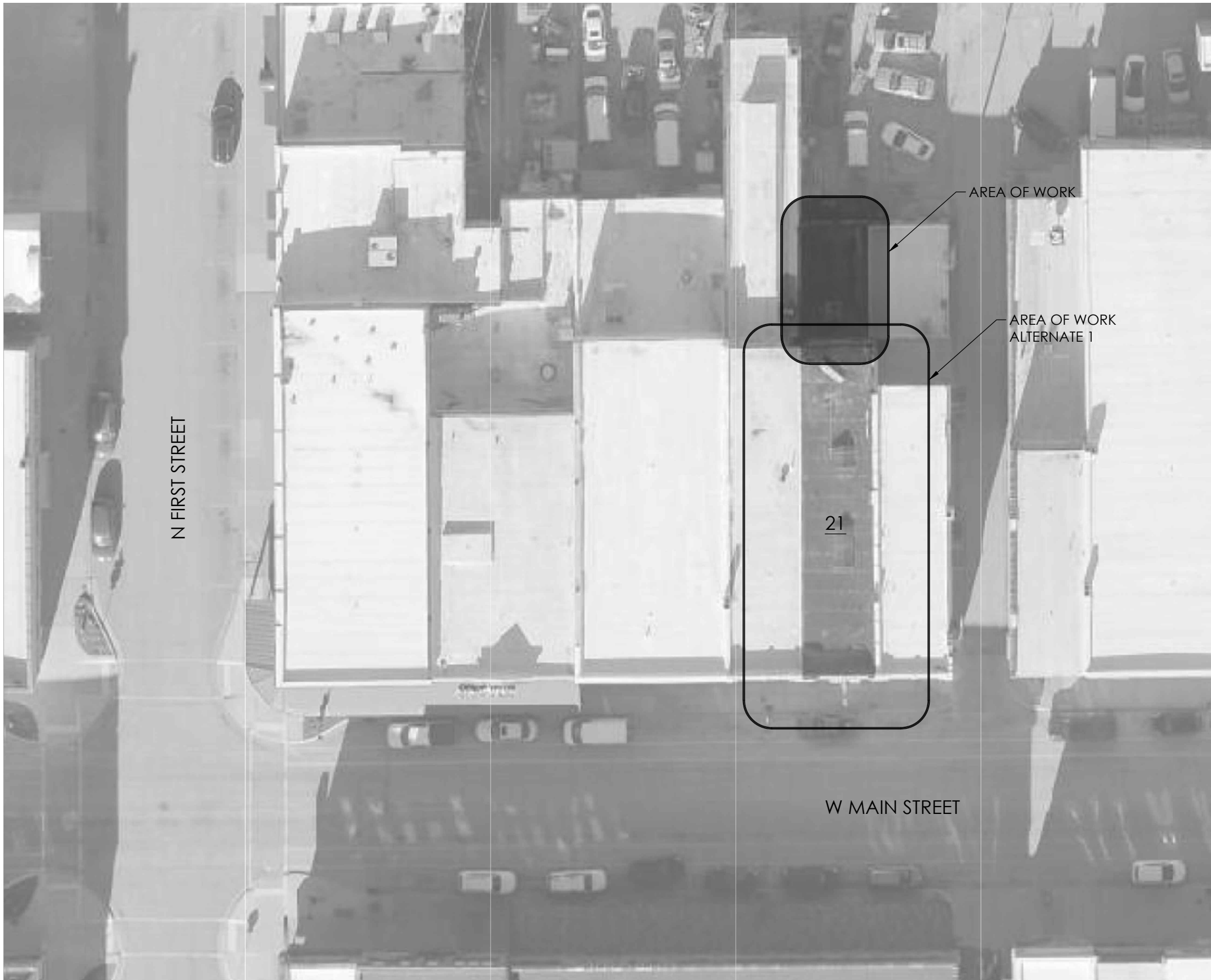


BACK OF BUILDING DOG HOUSE REBUILD
21 W MAIN STREET
MARSHALLTOWN, IOWA

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

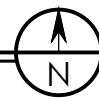
DATE: 7/7/25
FILE: U25-150
ENG: LUL DSN: CJA

S1



KEY PLAN

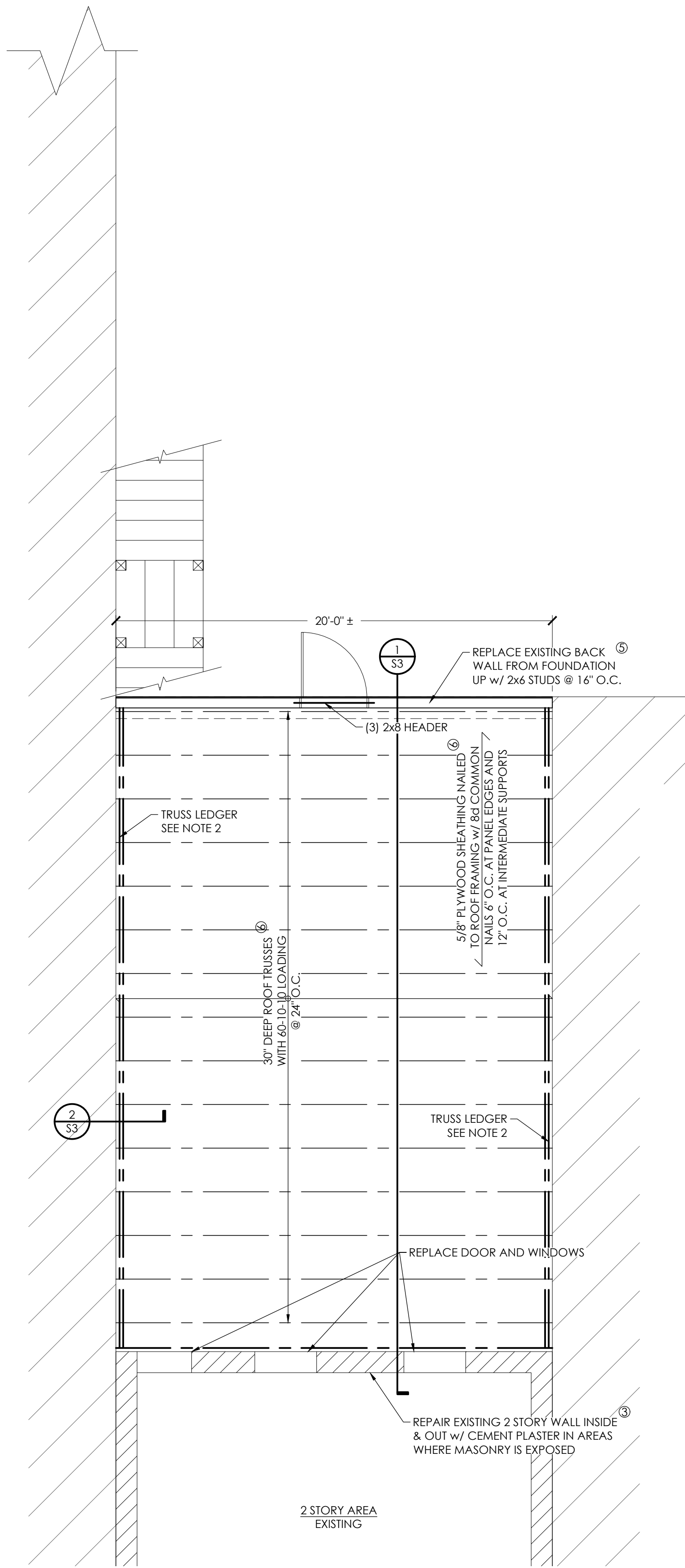
SCALE: N.T.S.



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

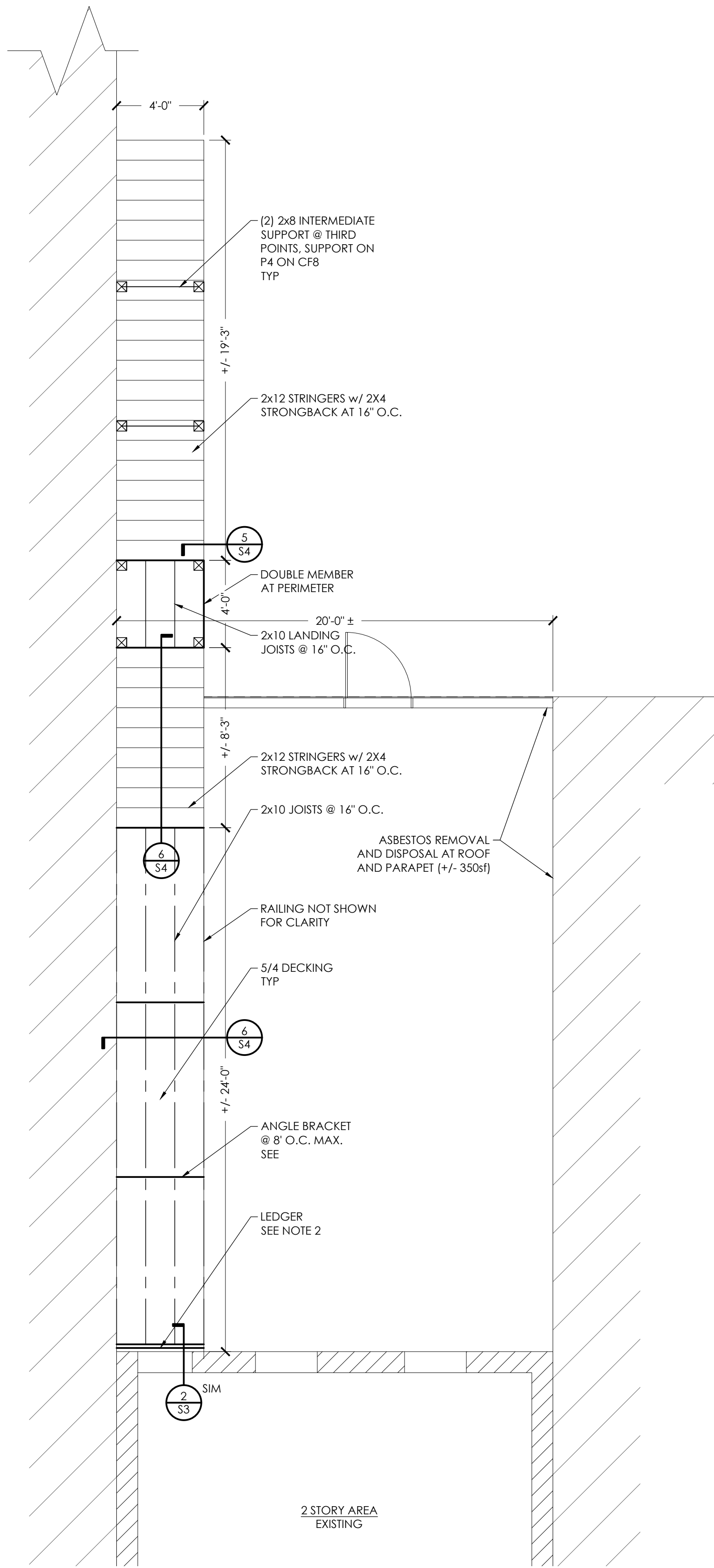
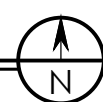


NOTES:

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

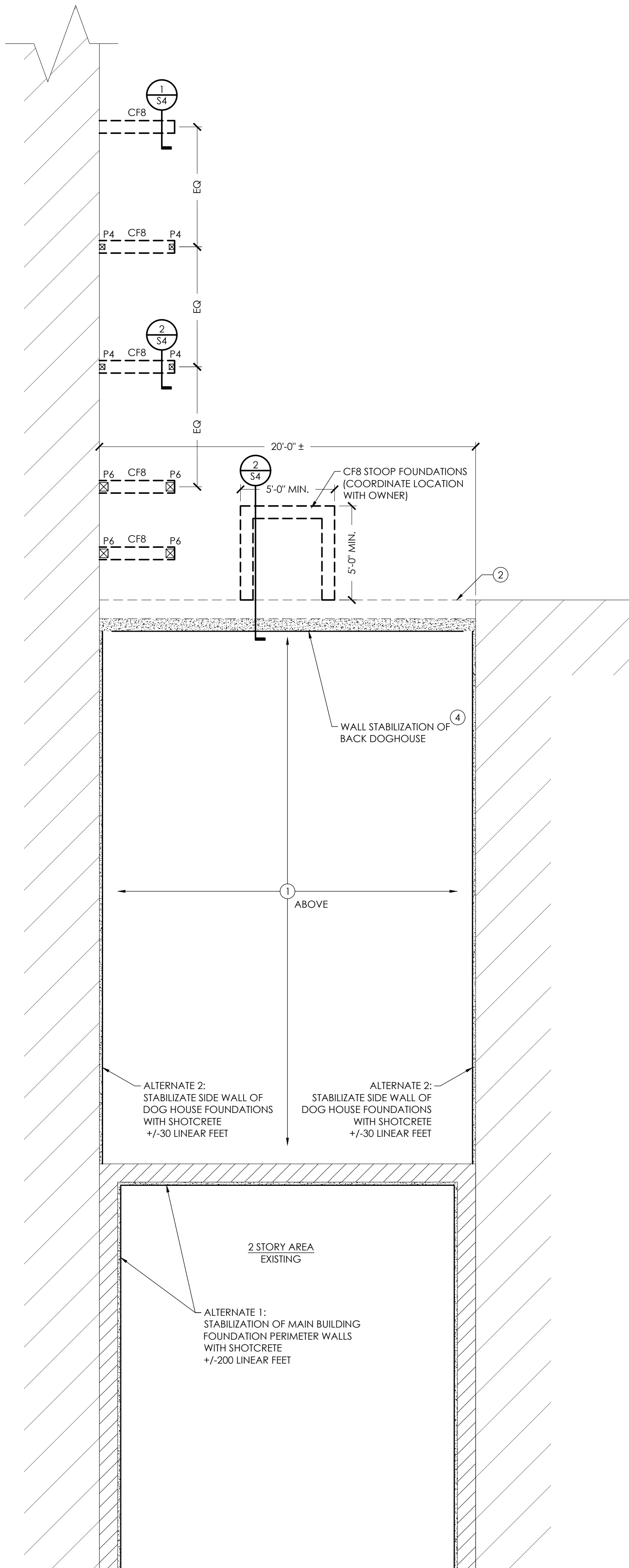
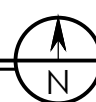
PARTIAL PLAN VIEW @ REAR OF BUILDING

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

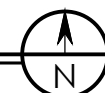


PARTIAL PLAN VIEW @ REAR OF BUILDING

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

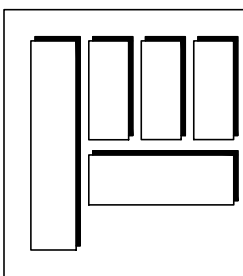


SCALE: 1/4" = 1'-0"



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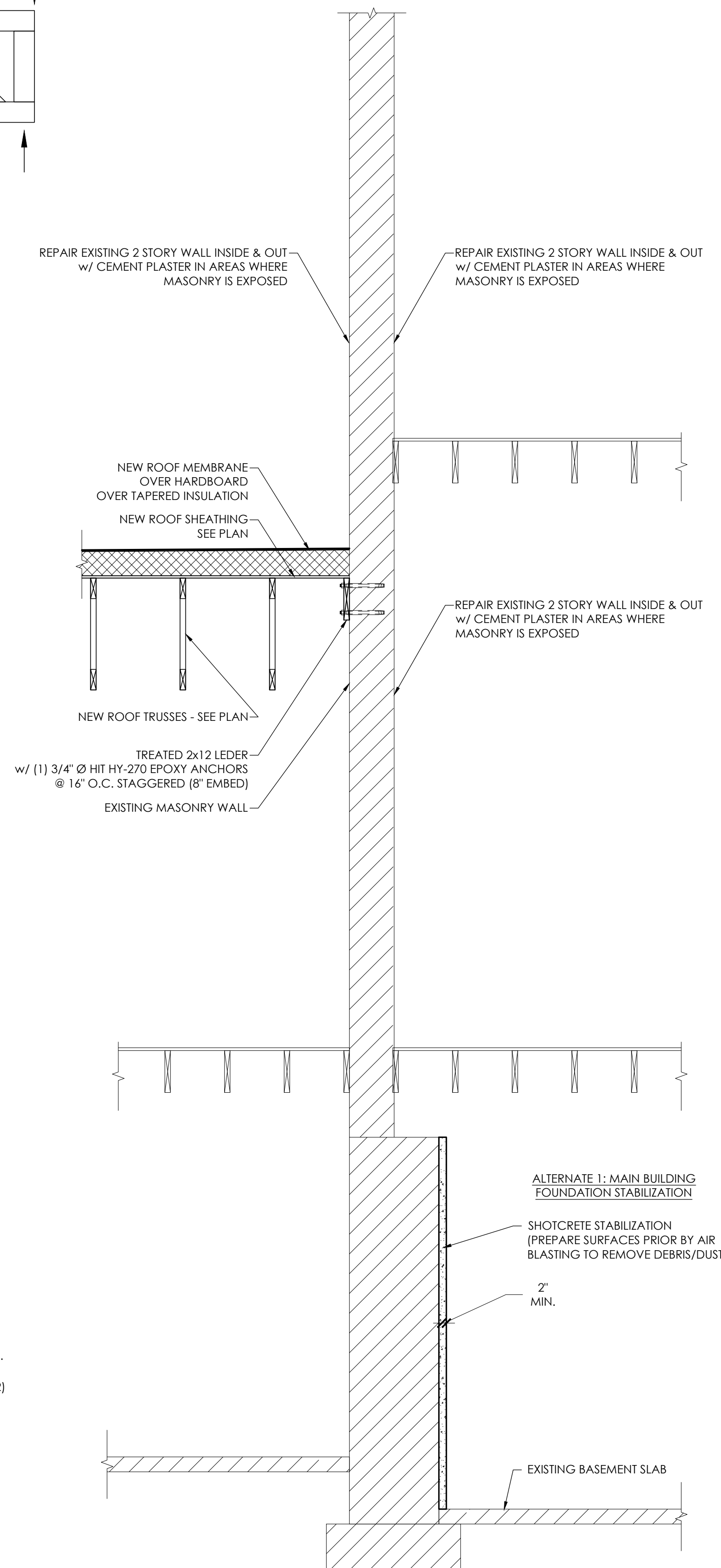
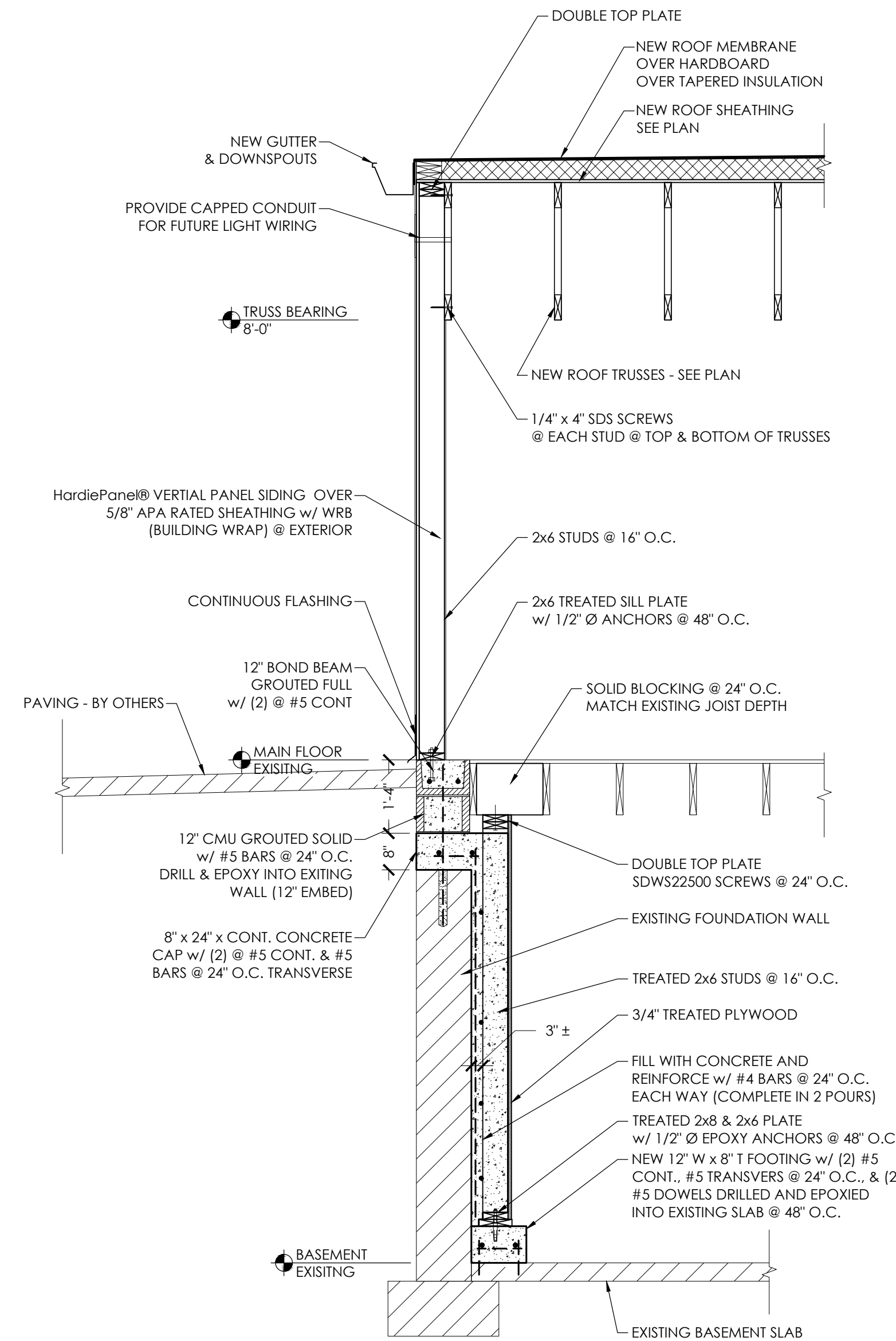
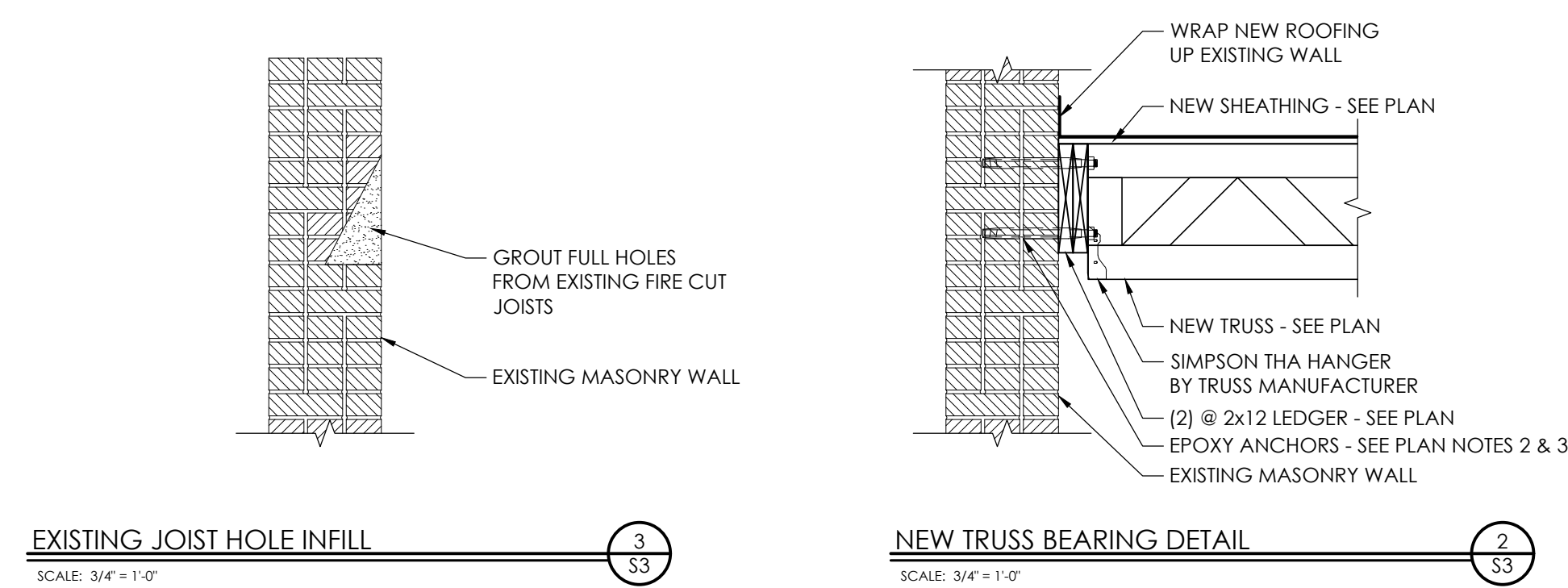
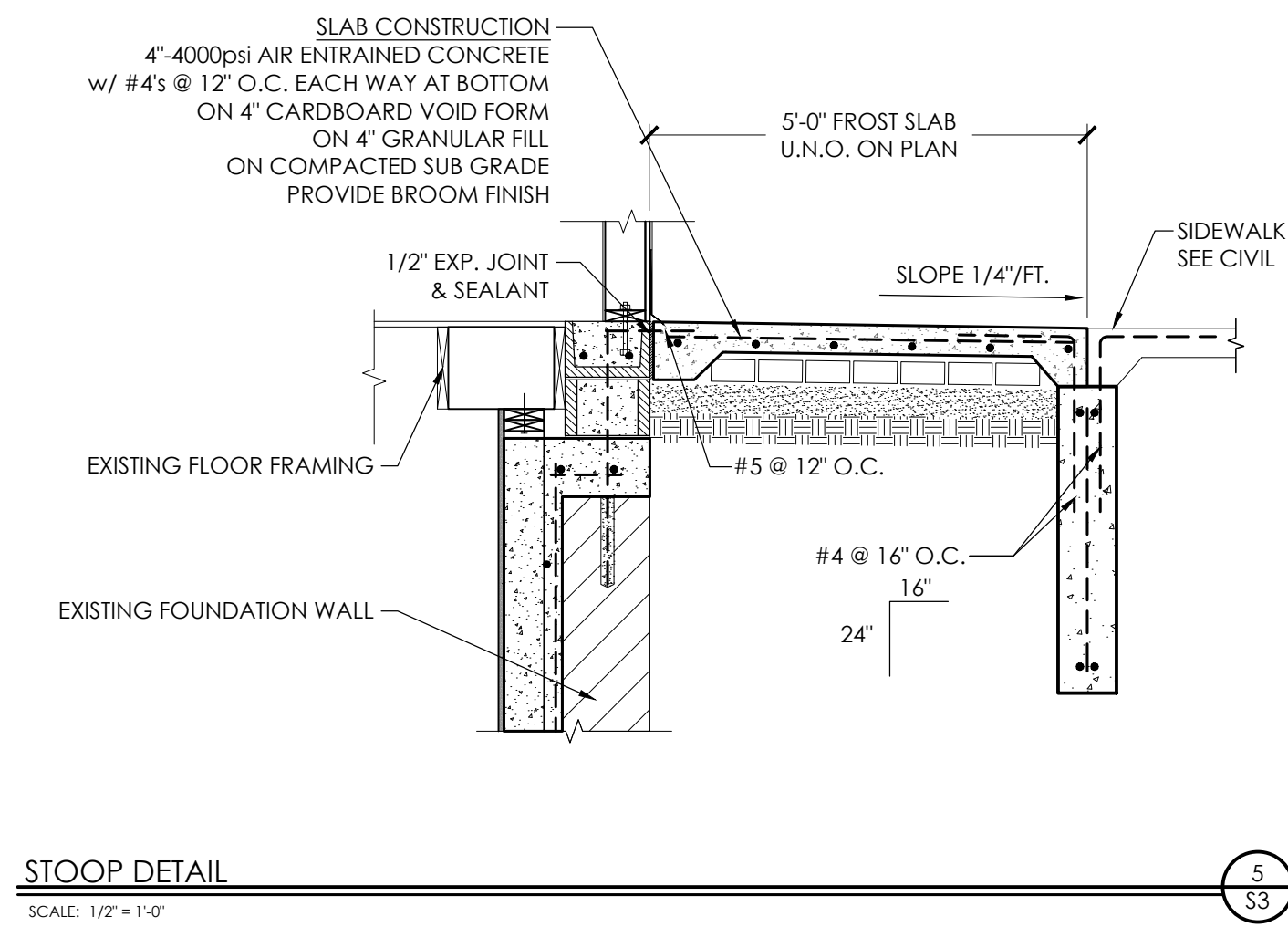
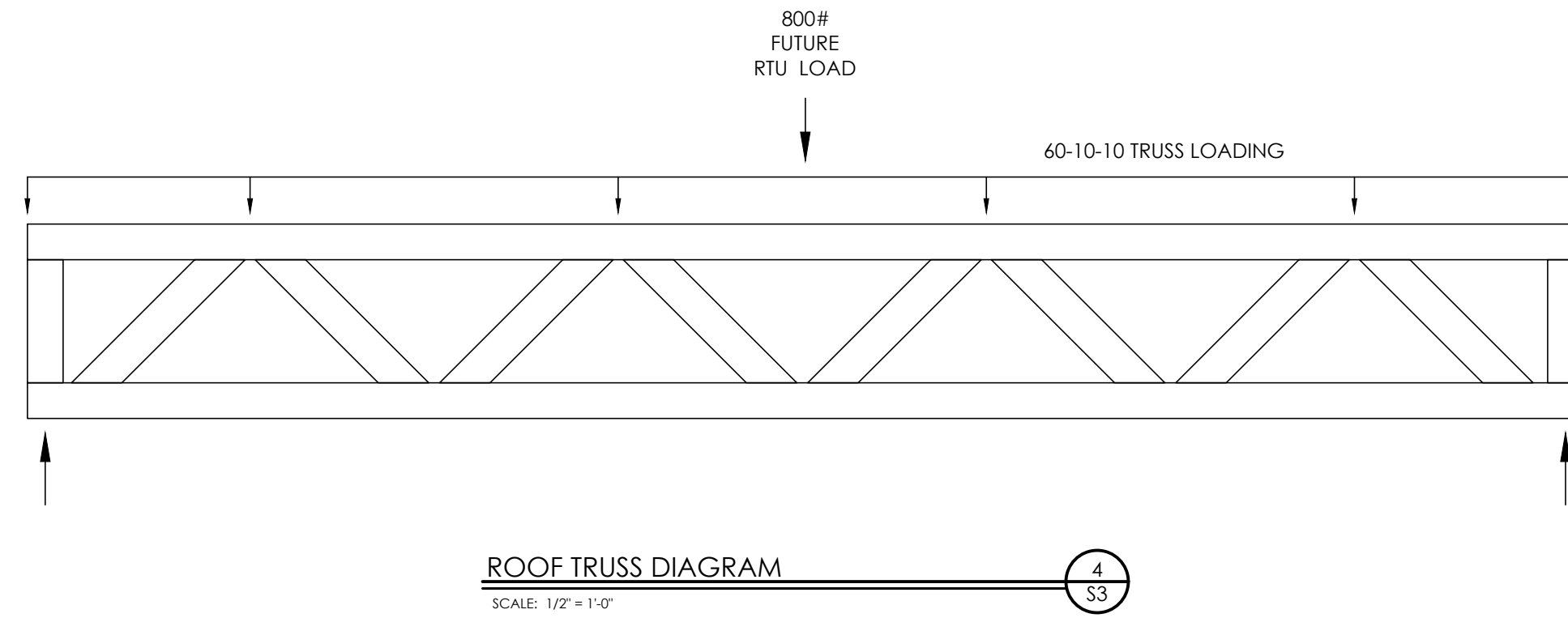


BACK OF BUILDING DOG HOUSE REBUILD
21 W MAIN STREET
MARSHALLTOWN, IOWA

No.	Description	Date
1	FOR APPROVAL	07-07-2025

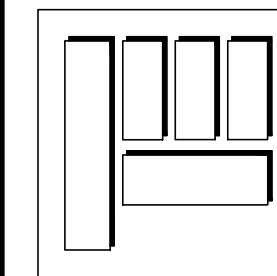
DATE: 7/7/25
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ENG: L/JL DSN: C/JA

S2



FOR APPROVAL

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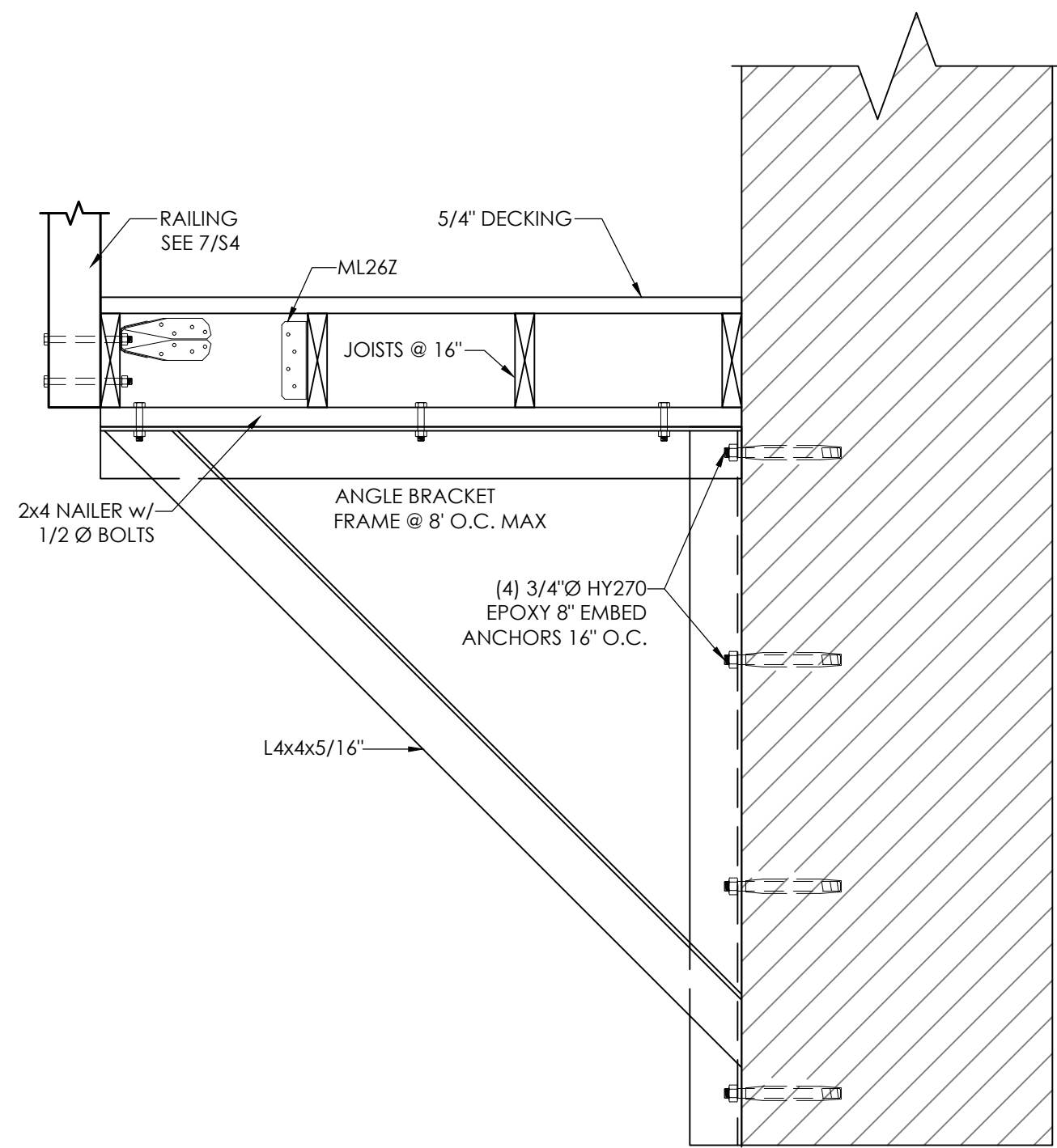


BACK OF BUILDING DOG HOUSE REBUILD
21 W MAIN STREET
MARSHALLTOWN, IOWA

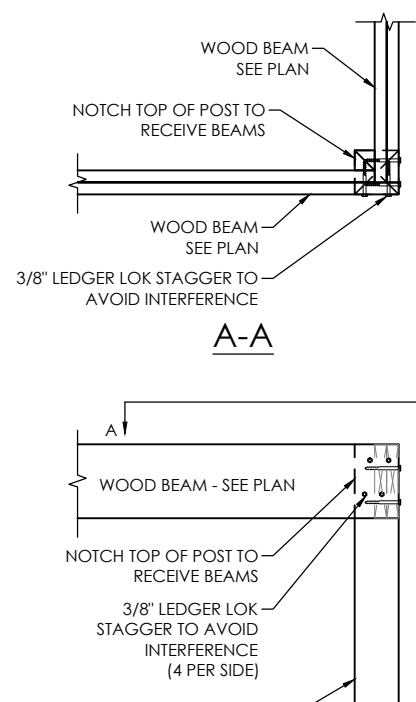
ISSUE / REVISION	No.	Description	Date
FOR APPROVAL			07-07-2025

DATE: 7/7/25
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ENG: LJJ DSN: CJA

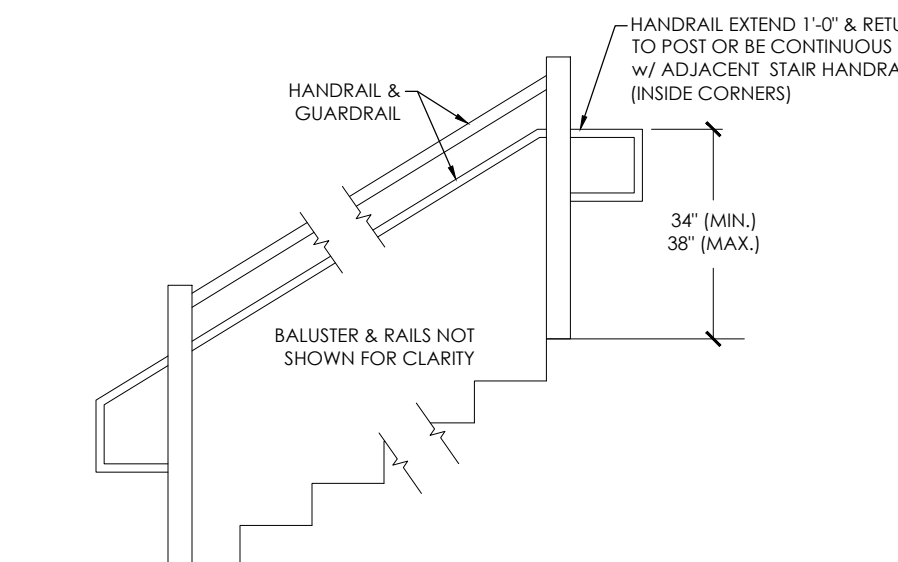
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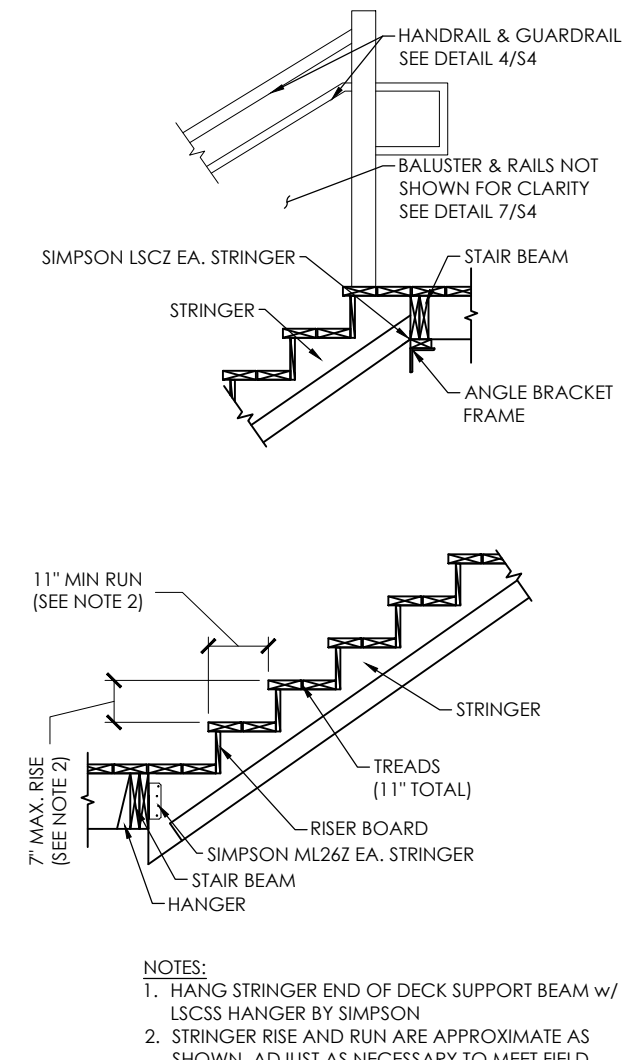
STAIR BRACKET
SCALE: 1" = 1'-0"



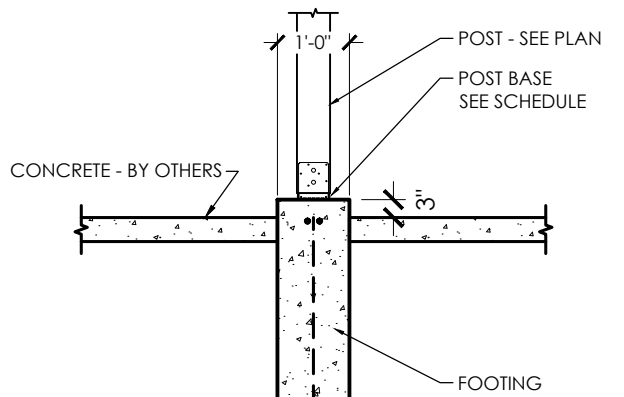
BEAM ATTACHMENT TO POST @ CORNER
SCALE: 1/2" = 1'-0"



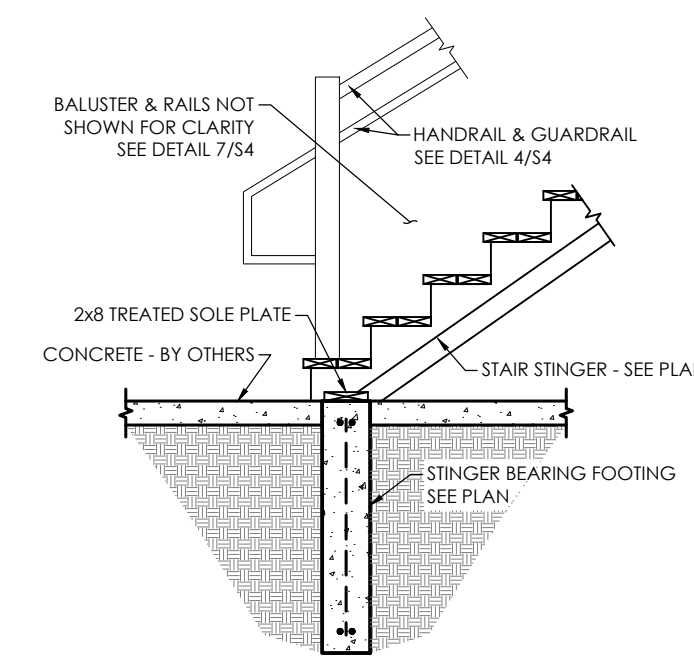
HANDRAIL EXTENSION DETAIL
SCALE: 3/8" = 1'-0"



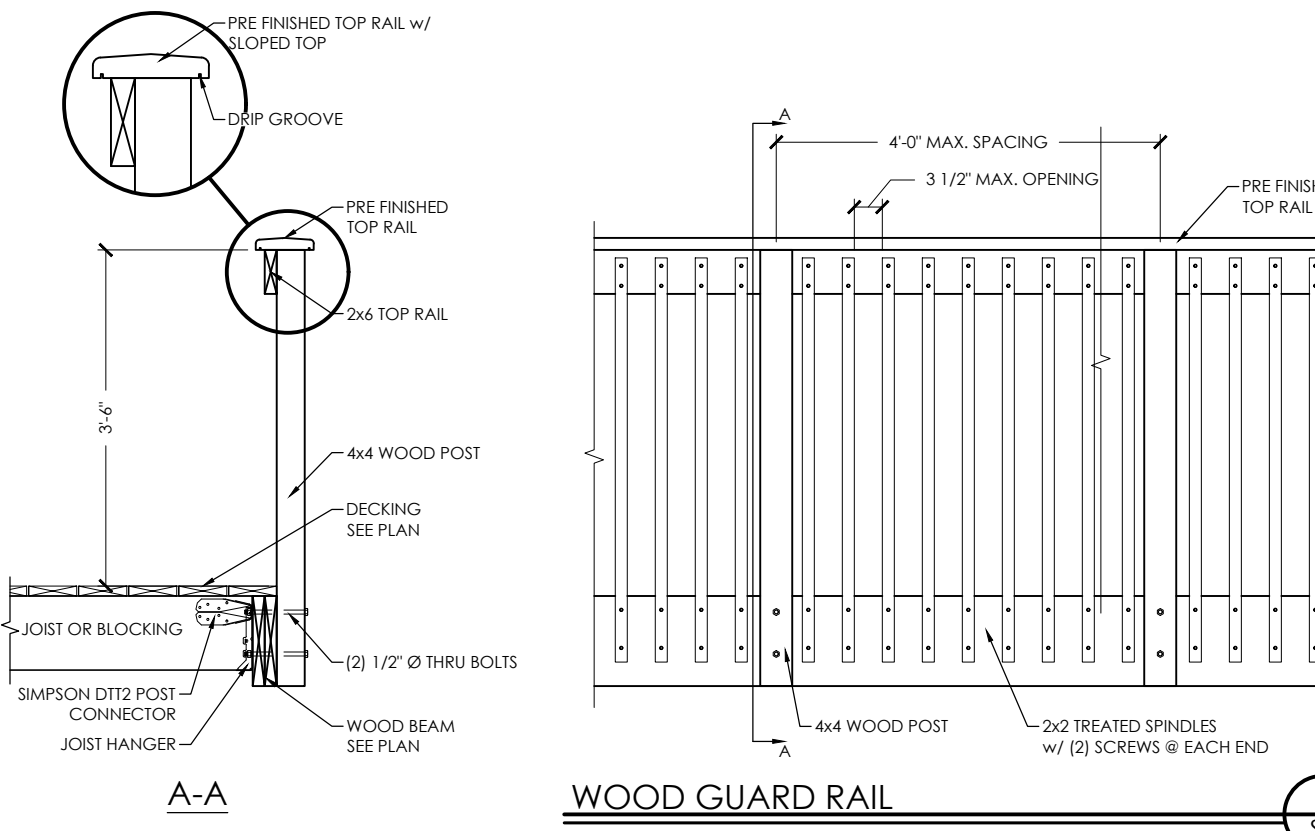
TYPICAL STRINGER CONSTRUCTION
SCALE: 3/8" = 1'-0"



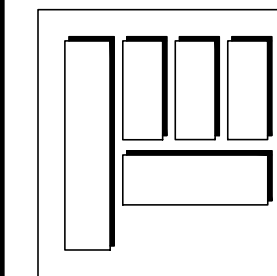
POST FOOTING DETAIL
SCALE: 3/8" = 1'-0"



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



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



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

No.	Description	Date	
		FOR APPROVAL	07-07-2025

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

S4

FOR APPROVAL



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.

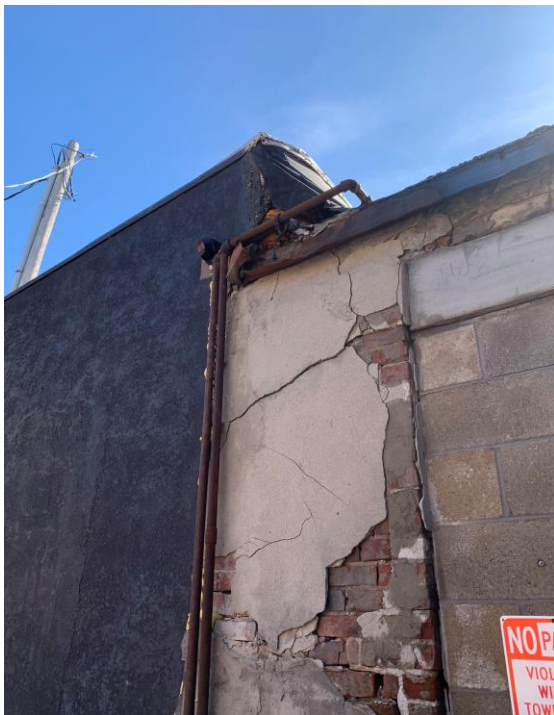
Demolition of 2nd Story Roof & Back Wall	\$7,106
Back Foundation Wall Framing - green treated	\$5,808
Concrete Reinforcement of Back Foundation Wall	\$8,250
Doghouse Wood Framing Material	\$11,967
Frame New Back wall and Siding	\$9,108
Install New Ledger and Roof Trusses	\$7,260
Install New Roofing	\$26,400
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.



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

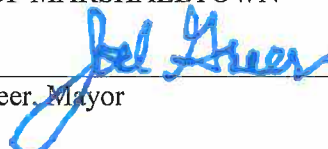
WHEREAS, the City has a 20 percent owner contribution for the base bids on both properties and a 100 percent contribution for the alternates, which would require a City obligation of \$73,150 for 21 West Main Street and \$82,247 for 23 West Main Street;

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: August 25, 2025
Re: Resolution Authorizing the Third-Party Sale of 915 South Center Street and 919 South Center Street

Strategic Plan Objective:

Strategy 1: Expand and improve development in the community.

Recommended:

Staff recommends approval of the resolution authorizing the third-party sale

Budget Impact:

No cost

Description/Background:

Dean and Michelle Lawthers purchased from the City 915 & 919 S Center St in July 2025. The terms of the purchase agreement stipulated that the homes on these two parcels are to be demolished at their own expense and that any third-party sale prior to demolition is subject to city approval. Since the Lawthers have closed on the properties, they have worked towards securing a purchase agreement for the properties, with the addition of 917 S Center Street, to AutoZone Development LLC. The purpose of the sale is to facilitate redevelopment of the three combined parcels into a new stand-alone retail store for AutoZone.

Staff recommends approval of the resolution authorizing the third-party sale subject to the conditions that either the buyer or seller remains responsible to complete demolition of the structures with a minor extension granted to the timeline. Demolition permits will need to be submitted within 30 days of approval of the purchase agreement and work completed within 90 days of issuance of the permits. Reasonable extensions, as agreed to by all parties in writing, remain an option. The city would also retain the right-of-reversion to the title until such time that demolition is complete or 18 months from date of original closing, whichever occurs first.

Attachments:

1. 2025-08-25_2025-186_Resolution Authorizing Third-Party Sale of 915 and 919 S Center Street

RESOLUTION AUTHORIZING THE THIRD-PARTY SALE OF 915 S CENTER STREET AND 919 SOUTH CENTER STREET

WHEREAS, the Dean and Michelle Lawthers (“Seller”) desire to sell to AutoZone Development LLC (“Buyer”) real property (“Property”) locally known as 915 S Center Street and 919 S Center Street and legally described as follows;

LOT FOUR (4), OF CHURCH’S SUB-DIVISION OF LOTS ONE (1), TWO (2), THREE (3) AND FOUR (4) IN BLOCK ONE (1) ON WOOD’S THIRD (3) ADDITION TO MARSHALL AND STARTING AT THE NW CORNER OF SAID LOT FOUR (4) THENCE WEST 16’, THENCE SOUTH 50’, THENCE EAST 16’ TO THE SW CORNER OF SAID LOT FOUR (4) OF SAID SUB-DIVISION, THENCE NORTH TO BEGINNING ALL IN WOOD’S THIRD (3) ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, EXCEPT THAT PART DEEDED TO THE STATE OF IOWA, AS SHOWN IN WARRANTY DEED RECORDED IN MICRO-FILE #1466-1984-5.

AND

LOT FIVE (5) IN BLOCK ONE (1) OF WOOD’S THIRD ADDITION TO THE TOWN OF MARSHALL AND STARTING AT THE NW CORNER OF LOT FIVE (5), DESCRIBED HEREIN, THENCE WEST 16’, THENCE SOUTH 62’7”, THENCE EAST 16’ TO CORNER OF SAID LOT FIVE (5), THENCE NORTH TO BEGINNING ALL IN WOOD’S THIRD ADDITION TO THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA.

WHEREAS, the Property is subject to terms and conditions of a real estate purchase agreement entered into between Dean and Michelle Lawthers and the City of Marshalltown (“City”) pertaining to a requirement for demolition of all existing structures on the Property within 90 days of the original closing date; and,

WHEREAS, the terms of the purchase agreement establish that the Property shall not encumber the Property by lien, mortgage, or other similar debt obligation, nor sell the Property to a third-party, without the express written consent of the City of Marshalltown; and,

WHEREAS, the City of Marshalltown finds that allowing for this sale is in the best interest of the city provided that certain terms and conditions are affixed to this sale;

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

Section 1. The City of Marshalltown agrees to the sale of the Property between Dean and Michelle Lawthers and AutoZone Development LLC subject to the following terms and conditions:

- A. SELLER and BUYER agree, at SELLER’S or BUYER’S expense, to demolish the existing structures on the Property (hereinafter referred to as “Work”). SELLER or BUYER shall obtain all necessary permits for the Work within thirty (30) days of approval of the purchase agreement between SELLER and BUYER. SELLER or BUYER shall complete the Work within ninety (90) days from the date of issuance of a demolition permit. All timelines established above are subject to such reasonable extension(s) that the CITY, BUYER, and SELLER may mutually agree upon, in writing. Until such time the Work is complete the BUYER shall not encumber the Property by lien, mortgage, or other similar debt obligation, nor sell the Property to a third-party, without the express written consent of the CITY.
- B. Notwithstanding anything herein to the contrary, and as security for SELLER’s and BUYER’s obligation to complete the Work as provided in the preceding paragraph, the Deed conveying the Property to BUYERS shall contain a right of reversion which may be exercised by the CITY, in its reasonable discretion, if SELLER or BUYER fails to complete the Work pursuant to the terms of this Agreement. The terms of the right-of-reversion shall be the same as specified within the purchase agreement between the City and Seller.

Passed this 25th day of August 2025, and signed this _____ day of August 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Clayton Ender, Assistant Director, Housing & Community Development
Meeting Date: August 25, 2025
Re: Resolution Setting Public Hearing for the Conveyance and Transfer of Title for East Linn Street Between South 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 approval of the resolution vacating that portion of E Linn Street outlined within the resolution.

Budget Impact:

Cost of publication of notice.

Should the right-of-way vacation be approved and the council subsequently approves the sale of the land, Marshalltown Company would be required to pay the city \$4,6354.46 (\$6,499.20 per acre).

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 0.67 acres in size. 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. The average assessed land value per acre of the adjacent parcels is \$32,496.01.

Pursuant to the city's policy regarding disposal of excess right-of-way, a reduction factor of 80% is 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 reduced land value per acre would therefore be \$6,499.20.

The total sale price, utilizing the reduced land value per acre is \$4,354.46.

Attachments:

1. 2025-08-25_2025-187_Resolution Setting PH for Sale of E Linn St
2. Aerial Vicinity Map

**RESOLUTION SETTING PUBLIC HEARING FOR THE CONVEYANCE AND
TRANSFER OF TITLE FOR EAST LINN STREET BETWEEN SOUTH 8TH AVENUE
AND THE RAILROAD TRACKS TO THE EAST OF SOUTH 8TH AVENUE**

WHEREAS, the City Council desires to set a public hearing to consider the conveyance and transfer of East Linn Street between South 8th Avenue and the Railroad Tracks to the East of South 8th Avenue; and

WHEREAS, the property is being offered for sale via direct sale in an as-is condition with transfer of the title to occur via a Quit Claim Deed; and

WHEREAS, the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to convey and transfer by Quit Claim Deed the following described property in Marshalltown, Marshall County, Iowa;

PART OF EAST LINN STREET LOCATED IN BINFORD AND WEBSTER'S ADDITION TO THE TOWN OF MARSHALL IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6, BLOCK 3 OF BINFORD AND WEBSTER'S ADDITION; THENCE NORTH 89°22'03" EAST, 8.57 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF EAST LINN STREET TO THE POINT OF BEGINNING; THENCE NORTH 00°37'57" WEST, 66.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF EAST LINN STREET; THENCE NORTH 89°22'03" EAST, 373.56 FEET ALONG SAID NORTHERLY LINE; THENCE NORTH 89°21'35" EAST, 14.00 FEET ALONG SAID NORTHERLY LINE; THENCE NORTH 89°26'54" EAST, 31.99 FEET ALONG SAID NORTHERLY LINE; THENCE NORTH 89°43'35" EAST, 23.45 FEET; THENCE SOUTH 00°48'28" EAST, 66.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 89°23'32" WEST, 443.20 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING, CONTAINING 0.67 ACRES TOTAL. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

From the City of Marshalltown to Marshalltown Company. The consideration for such direct sale shall be the sum of \$4,354.46 (Four Thousand Three Hundred Fifty-Four and 46/100).

WHEREAS, the property being transferred by the City of Marshalltown, Iowa is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected; and

WHEREAS, the City of Marshalltown hereby proposes the transfer of said property, subject to easements and rights of way being retained for any existing utilities, and access to and

maintenance of said existing utilities. Said easements, rights of way, and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

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

Section 1. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, the publication to be not less than four (4) days nor more than twenty (20) days prior to the date hereinafter fixed in the City Hall, 10 W State Street, Marshalltown, Iowa, on September 8, 2025, 5:30 pm to consider any and all comments filed with the City Clerk or made in open Council to the proposal for conveyance as herein contained and to take final action thereon.

Passed this 25th day of August 2025, and signed this _____ day of August 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

Aerial Vicinity Map

Red = Approximate Area of Roadway to be Vacated (~0.56 acres)



Thursday, July 31st, 2025

City of Marshalltown
24 North Center Street
Marshalltown, IA 50158



Dear Honorable Mayor Greer, Members of the Marshalltown City Council, and City Administrator, Carol Webb,

Over the past six months, the Arts + Culture Alliance (ACA) has gained significant momentum and broadened our impact in Marshalltown and Marshall County. While a significant portion of the following programs, events, and services are not funded directly through City support, they provide significant benefit to the entire community and are closely aligned with the implementation of the [Arts & Culture Master Plan](#). To provide clear insight into our progress, please refer to page 4, which includes an accounting report and detailed tracking related to the contract between the City of Marshalltown and the ACA.

In January, the ACA provided fiscal support for the City of Marshalltown's Ukraine Sister City Art Auction, in partnership with the Marshalltown Arts & Civic Center. This important initiative raised over \$12,000, kickstarting the year with strong momentum for the arts community.

A NEW HOME & CREATIVE HUB

In February, we officially opened our new storefront headquarters at 126 W. Main Street—a vibrant, welcoming space in the heart of Marshalltown. Our launch event, "[A Grand Gathering](#)," brought together nearly 300 people, featuring 39 local artists ranging in ages 17 to 80, setting the tone for what this space represents: inclusivity, accessibility, creativity, and connection. In just a few short months, our new home has welcomed almost 900 visitors and driven an 800% increase in artist engagement compared to the previous year. These numbers speak for themselves—affirming not only the demand for this space, but its growing role as a vital cultural hub for our community.



LINN CREEK DISTRICT: GROUND SHIFTING MOMENT



In April, the community marked a ground-shifting milestone with the official launch of construction on the Linn Creek District projects—a flagship initiative of the Arts & Culture Master Plan and one of Marshalltown's first major infrastructure efforts to integrate artists from the very outset. This innovative approach has fostered strong public-private partnerships, drawing the full attention of state-wide leaders as a

model for how creative placemaking can drive lasting community transformation.

We proudly joined civic and community partners to celebrate the beginning of this transformative effort. Scheduled for completion between fall 2025 and spring 2026, these projects will re-define the district as a vibrant, centrally located hub—accessible, innovative, and designed to unite residents through creativity, connection, and shared space.

INVESTING IN THE CREATIVE COMMUNITY

In the first half of the year, we launched three new grant programs—key tools for activating the Arts & Culture Master Plan and investing directly in the people and organizations shaping our creative future. These initiatives are designed not only to support individual projects, but to empower a network of community builders rooted in creativity and innovation.

- **[Artist Innovation Grant](#)** – After a competitive application process, *six local artists* were awarded funding for projects that showcase original ideas, deepen community connection, and celebrate the diverse voices of our region.
- **[Organization Innovation Grant](#)** – This grant, announced just weeks ago, offers up to \$5,000 for organizations to activate public space and meet the community where they are at. Applications are due August 22nd.
- **[Community Artist Grant](#)** – We are proud to announce that internationally renowned storytelling artist, folklorist, and peacebuilder Kiran Singh Sirah has been selected as the inaugural recipient. His project, *Gather 'Round the Table*, will bring residents together through story-driven, community-engaged artmaking—creatively advancing the goals of the Master Plan.

These programs are just the beginning. Implementing the Arts & Culture Master Plan will take all of us—artists, organizations, partners, and residents alike. By investing in creative leadership across the community, we are building a more vibrant and connected Marshalltown—together.

MARSHALLTOWN'S CREATIVE CONNECTION



Poetry event hosted with the Library

June marked the kickoff of [Fiesta Season](#), a vibrant, collaborative celebration spotlighted by Meet in Marshalltown and the ACA. But that's just the beginning. Through our social media and weekly email updates, the ACA makes it easy for the community to stay informed and engaged—so no one misses a chance to connect with the arts, music and creativity. From public street piano pop-ups to gallery openings, live performances, and networking events, we're your go-to source for what's



happening in Marshalltown's creative scene—helping build awareness, excitement, and pride in the cultural vibrancy of our community.

DOCUMENTATION AND CREATIVE STORYTELLING

Capturing and sharing the story of our community's creative transformation is a vital part of our work. Through [video](#), photography, and drone footage, we're not only documenting progress—we're creating powerful tools for engagement, connection, and pride. These visuals help tell the story of Marshalltown's evolving cultural landscape in ways that words alone cannot.

We've seen firsthand the power of this [storytelling](#): in just the first half of the year, our content has reached over **460K views** across social media platforms, with more than **37 hours** of video watch time. That means people are not just seeing the work—we're holding their attention, building excitement, and deepening appreciation for the role arts and culture play in our community.

From the sky, we're capturing drone footage of the Linn Creek District transformation, offering the public a unique, ongoing view of this flagship project of the Arts & Culture Master Plan. These stories—whether from the ground or above—are helping to attract and retain residents, while highlighting and educating the community on project progress.

Whether it's spotlighting public art installations, sharing moments from live music events, or documenting neighborhood-level creativity, our visual storytelling reinforces this message: there's always a way to take **pART** in Marshalltown.

We invite you to follow our [Facebook Page](#) and sign [up for our newsletter](#) to make sure you never miss out!

CREATIVE PLACEMAKING SERVICES

The ACA continues to play a supporting role in advancing creative placemaking efforts across Marshalltown, providing coordination, contract management, and community engagement support for several high-impact projects.

For the **Linn Creek District**, we've been deeply involved in planning and logistics, including the coordination of the combined groundbreaking ceremony, design and installation of "Coming Soon" banners, and contract management for both the signage fabrication and the Apgar Family Water Plaza/Emerson Bridge artist. We're also managing donor relations, including tracking outstanding gifts and organizing acknowledgments, and planning ribbon cuttings for each individual project as construction comes to an end.



In the **Main Street/Downtown** area, our team is engaged in creative planning for the trolley tracks and starting discussions about continued alleyway development, further enhancing downtown's unique and historic appeal, while encouraging walkability.

We're also partnering with the City's Parks & Recreation Department on **West End Park**, where we are helping lead conversations and engagement efforts for Phase 2 of its development.

Our **grant writing** efforts continue to support these placemaking projects. Recent highlights include a successful \$25,000 grant from the Community Foundation of Marshall County for Linn Creek District projects. We currently have two applications in progress—\$30,000 from Union Pacific for the Apgar Family Water Plaza, and \$50,000 from T-Mobile for the proposed Main Street Archway. While we were not awarded

the \$200,000 Prairie Meadows grant for the plaza, we are continuously pursuing diverse funding sources for these projects. With the growth in focus on creative placemaking, these state-wide grants have become incredibly competitive.

Finally, we are excited to launch the **Creative Placemaking Committee**, with the first meeting scheduled for early August, further expanding collaborative leadership and community input in this work. More to come on this initiative soon!

ACCOUNTING REPORT JANUARY 1ST, 2025 – JUNE 30TH, 2025

Total Annual Contract: \$130,000 | Total Received YTD: \$65,000 | Total Spent YTD: \$43,941.43

~30% Creative Placemaking Process (grant writing, project management, etc.)

ACA Staff Support	\$	18,750.00
TOTAL	\$	18,750.00

~60% Creative Placemaking Projects + Elements

Marshalltown Community Band	\$	5,000.00
Linn Creek District Ground Breaking Signage/Banners	\$	2,941.43
Community Artist Grant	\$	11,000.00
TOTAL	\$	18,941.43

~10% Creative Storytelling + Documentation

Writing, Videography, Photography, and Drone, Etc. Services	\$	6,250.00
TOTAL	\$	6,250.00

In just six months, we have made strong progress. Our move downtown, the start of new infrastructure projects, and the launch of innovative grant programs are resulting in significant growth, increased community engagement, and has rapidly put the Arts & Culture Master Plan into action. These steps show we're moving from planning to real results—bringing our creative community closer, celebrating what makes us unique, and building a stronger future together.



First Community Band Concert of the 2025 Season

THANK YOU for your ongoing partnership and support of the Arts & Culture Master Plan. We look forward to providing an in-person update at the **August 25th Council Meeting**, where we'll share highlights from the first half of the year in Marshalltown's creative sector.

Sincerely,

Amber Danielson, Executive Director

O 641.752.**ARTS** (2787) **E** director@artsandculturealliance.org

W www.artsandculturealliance.org

BY MAIL PO BOX 386 | Marshalltown, IA 50158

IN PERSON 126 W Main St. | Marshalltown, IA 50158



**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: August 25, 2025
Re: Public Hearing and Resolution to Approve an Amended Development Agreement with Marshalltown Company, Including Annual Appropriation Tax Increment Payments

Strategic Plan Objective:

Expand and improve development in the community.

Recommended:

Staff recommends approval of the amended Development Agreement with Marshalltown Company.

Budget Impact:

The total incremental property tax payments will not exceed \$2,945,000.

Description/Background:

In November 2022, the City entered into a Development Agreement with Marshalltown Company to support the expansion of its manufacturing facilities and construction of public infrastructure in Urban Renewal Area No. 2. The agreement provided for incremental property tax payments up to \$2,900,000 in support of capital improvements and infrastructure related to the project.

The Company has since requested amendments to the agreement to reflect:

- Revised completion dates for the Phase 3 expansion and Public Infrastructure Project;
- Inclusion of private stormwater detention facilities and associated easement provisions;
- Clarification on what constitutes the Public Infrastructure Project;
- A \$45,000 increase in incremental property tax payments;
- Updated legal references, administrative provisions, and other clarifying language.

The amended agreement also affirms the Company's continued investment of no less than \$12 million and the creation of at least 40 new jobs throughout the Phase 2 and Phase 3 Projects. Payments remain subject to City Council's annual appropriation and compliance with

performance terms.

Attachments:

1. Hold Hrg & App Amend Dev Agmt - M. Co. (Marshalltown-46 2025)-v2
2. Amended Development Agreement (Marshalltown Company) (Marshalltown #46 2021)-v2
3. Exhibit D - Conceptual Drawing Public Improvement

August 20, 2025

Via Email

Carol Webb
City Administrator/City Hall
Marshalltown, IA

Re: Amended Development Agreement (Marshalltown Company)
Our File No. 422742-46

Dear Carol:

Attached please find proceedings covering the public hearing on the Amended Development Agreement with Marshalltown Company, followed by a resolution approving the Amended Development Agreement and pledging certain incremental property tax revenues to the payment of the City's obligations thereunder.

We would appreciate receiving one fully executed copy of these proceedings as soon as they are available.

Please contact John Danos, Severie Orngard or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Alicia Hunter
Heather Thomas
Clayton Ender

HOLD HEARING ON AND APPROVE
AMENDED DEVELOPMENT
AGREEMENT AND TAX INCREMENT
PAYMENTS

(Marshalltown Company)

422742-46

Marshalltown, Iowa

August 25, 2025

A meeting of the City Council of the City of Marshalltown, Iowa, was held at 5:30 p.m., on August 25, 2025, at the City Council Chambers, 10 West State Street, Marshalltown, Iowa, pursuant to the rules of the Council.

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

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on an Amended Development Agreement between the City and Marshalltown Company 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 Council, and all oral objections, statements, and all other exhibits presented were considered.

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

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

There being no further objections or comments, the Mayor announced that the hearing was closed.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the 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 _____

Resolution Approving Amended Development Agreement with Marshalltown Company, Authorizing Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Marshalltown, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 2 (the “Urban Renewal Area”); and

WHEREAS, this 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 has previously entered into a certain development agreement (the “Original Agreement”) with Marshalltown Company (the “Company”) in connection with the expansion by the Company of its manufacturing facilities and the construction of related public infrastructure improvements in the Urban Renewal Area (the “Project”); and

WHEREAS, under the Original Agreement, the City agreed to provide incremental property tax payments (the “Payments”) to the Company in an amount not to exceed \$2,900,000; and

WHEREAS, the City and the Company have proposed to amend the Original Agreement in order to (1) increase the amount of the Payments to be provided to the Company from an amount not to exceed \$2,900,000 to an amount not to exceed \$2,945,000; (2) update the completion date of the Project; (3) add terms with respect to the construction of storm water drainage improvements being undertaken by the Company; and (4) make other related changes; and

WHEREAS, an amended development agreement (the “Amended Agreement”) has been prepared to set forth the new understanding between the City and the Company; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Amended Agreement on August 25, 2025, and has otherwise complied with statutory requirements for the approval of said Amended Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

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

Section 1. Pursuant to the factors listed in Chapter 15A, the Council hereby finds and reaffirms that:

(a) The Project will add diversity and generate new opportunities for the Marshalltown and Iowa economies;

(b) The Project will generate public gains and benefits, particularly in the creation and retention of jobs and income, which are warranted in comparison to the amount of the Payments.

Section 2. The City Council further finds and reaffirms that a public purpose will reasonably be accomplished by providing the Payments to the Company.

Section 3. The Amended Agreement is hereby approved, and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Amended Agreement on behalf of the City, in substantially the form and content in which the Amended Agreement has been presented to this City Council. The Mayor and the City Administrator are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Amended Agreement.

Section 4. All payments by the City under the Amended Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Amended Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall continue to be payable solely from a subfund (the "Marshalltown Company Subfund") which was previously established by resolution of the City Council, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Marshalltown, Marshall County, State of Iowa bearing Marshall County Property Tax Parcel Identification Number 8418-36-108-013.

Section 5. The City hereby pledges to the payment of the Amended Agreement the Marshalltown Company Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no Payment will be made under the Agreement unless and until monies from the Marshalltown Company Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Marshall County to evidence the continuing pledging of the Marshalltown Company Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved on August 25, 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, Clerk of the aforementioned City, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve an Amended Development Agreement.

WITNESS MY HAND hereto affixed this ____ day of _____, 2025.

City Clerk

DEVELOPMENT AGREEMENT

This Amended Development Agreement is entered into between the City of Marshalltown, Iowa (the “City”) and Marshalltown Company (the “Company”) as of the ____ day of _____, 2025 (the “Commencement Date”).

WHEREAS, the City has established the Marshalltown Urban Renewal Area No. 2 (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

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

WHEREAS, the Company has proposed to undertake the expansion of its manufacturing facilities (the “Project”) on the Property including (i) a building addition running south from Main Street to approximately halfway to Linn Street directly west of the north/south rail spur on the Property (the “Phase 2 Project”); and (ii) a building addition that extends the building from the south end of the Phase 2 Project to Linn Street (the “Phase 3 Project”); and

WHEREAS, the Company has proposed to undertake the construction of certain public infrastructure improvements (the “Public Infrastructure Project”) necessary to support the Project; and

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

WHEREAS, the base valuation of the Property for purposes of calculating Incremental Property Tax Revenues, as herein defined, under this Agreement and Section 403.19 of the Code of Iowa shall be the assessed taxable valuation of the Property as of January 1, 2021 (the “Base Valuation”); and

WHEREAS, the City and the Developer entered into a Development Agreement (the “Original Agreement”) dated November 29, 2022, pursuant to which the Company agreed to undertake the Project and the Public Infrastructure Project, and the City agreed to provide incremental property tax payments to the Developer; and

WHEREAS, it is now necessary to amend the Original Agreement to (i) adjust the dates on which the Developer will complete the Project and the Public Infrastructure Project; (ii) add terms with respect to the construction of private storm water drainage improvements being undertaken by the Company; and (iii) make other related changes; and

WHEREAS, this Amended Development Agreement (the “Agreement”) has been prepared to set forth the updated, mutual understanding between the City and the Developer and to replace the Original Agreement; and

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

NOW THEREFORE, the parties hereto agree as follows:

A. Company's Covenants

1. Project Construction and Operation. The Company agrees to construct the Project on the Property. Furthermore, the Company agrees to invest not less than \$12,000,000 into capital improvements for the Project, including construction work and other furnishings. The Company has submitted a detailed site plan (the "Site Plan") for the development of the Project to the City. The Site Plan is attached hereto as Exhibit B-1. The Company has constructed the Phase 2 Project. The Company agrees to complete the Phase 3 Project by no later than May 30, 2027.

The Company agrees to ensure that the completed Project is used in its business operations throughout the Term, as hereinafter defined, of this Agreement (the "Business Operations Requirement"). It is anticipated that the Company will create at least twenty (20) new jobs upon completion of the Phase 2 Project, and it is further anticipated that the Company will create an additional twenty (20) new jobs upon completion of the Phase 3 Project.

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

2. Business Operations Certifications. The Company agrees to submit documentation to the satisfaction of the City by no later than each October 15 during the Term, as hereinafter defined, commencing October 15, 2023, demonstrating that the Business Operations Requirement is being met by the Company.

3. Public Infrastructure Project Construction. The Company agrees to cause the construction of the Public Infrastructure Project in accordance with the specifications and conceptual drawing set forth on Exhibit D hereto. Prior to constructing the Public Infrastructure Project, the Company will submit copies of all engineering documents related to the proposed Public Infrastructure Project to the City for review. The City may request reasonable changes in such documents, to ensure compliance with any applicable ordinances or regulations. The Company agrees to cause the completion of the Public Infrastructure Project by no later than May 30, 2027.

The City shall retain all rights to inspect the completed Public Infrastructure Project for quality of work and full compliance with City Code. Nothing in this subsection shall be interpreted as limiting the City's rights to not accept the work if the Public Infrastructure Project is not completed to the satisfaction of the City.

Upon completion of the Public Infrastructure Project, provided that such improvements are of the type ordinarily dedicated to the City and the City confirms to the Company in writing that

such completed improvements meet City requirements, the City shall accept such Public Infrastructure Project, which shall thereafter be maintained by the City.

4. Storm Water Detention Facilities. The Company shall install and maintain storm water detention facilities (the “Storm Water Detention Facilities”) and water control outlet structure within the Vacated Right-of-Way (as hereinafter defined) as depicted on Exhibit B-2 by _____, 20__ and provide to the City a public utility easement for the purposes of overland storm water flowage. The storm sewer pipes that outlet into the Storm Water Detention Facilities and the culverts that convey storm water under the railroad at the east end of the Storm Water Detention Facilities shall be installed in accordance with city specifications for public infrastructure and dedicated to the City upon successful construction completion and acceptance by City as public infrastructure. Any existing public utilities within the Vacated Right-of-Way shall also require an easement for maintenance and installation of public utilities from Company to City. If needed to accommodate the Project, any public utilities needing relocated shall be at the cost of the Company and require a new or revised public utility easement.

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

6. No Abatement; No Property Tax Exemption. The Company agrees that it will not seek any tax exemption deferral or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of the Property throughout the Term (as hereinafter defined) including 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. A determination by the City Council to not obligate funds for any particular fiscal year’s Payment under Section B.1 below shall render this, Section A.6 of this Agreement, null and void and the Company may then seek any tax exemption deferral or abatement that it may be entitled to. The Company acknowledges that the total, aggregate amount of the Payments made under Section B.1 below will be reduced to the extent that the Company seeks tax exemption under this Section A.6.

7. Property Tax Payment Certification. The Company agrees to certify to the City by no later than October 15 of each year, commencing October 15, 2023, an amount (the “Company’s Estimate”) equal to the estimated Incremental Property Tax Revenues 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 Company’s Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit E. The City reserves the right to review and request revisions to each such Company’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; and (4) deducting any property tax credits which shall be available with respect to the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.7.

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 Company to complete construction of the Phase 1 Project pursuant to the terms and conditions of this Agreement.
- (ii) Failure by the Company to comply with the Business Operations Requirement pursuant to the terms and conditions of this Agreement.
- (iii) Failure by the Company to construct the Public Infrastructure Project pursuant to the terms and conditions of this Agreement.
- (iv) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- (v) Failure by the Company to comply with Sections A.2, A.3, A.4. A.6 and A.7 of this Agreement.
- (vi) Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

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

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

9. Legal and Administrative Costs. The Company 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 the Original Agreement and this Agreement, including the necessary amendment to the Urban Renewal Area. The Company will cover its own legal fees and costs associated with the Original Agreement and this Agreement.

B. City’s Obligations

1. Payments. In recognition of the Company’s obligations set out above, the City agrees to make twenty (20) semiannual economic development tax increment payments (the “Payments” and each, individually a “Payment”) to the Company during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments (the “Maximum Payment Total”) shall not exceed \$2,945,000. To the extent that the Company fails to satisfactorily complete the Public Infrastructure Project by May 30, 2027, the Maximum Payment Total shall be reduced to \$275,000. All Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

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

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

It is assumed that the full taxable valuation from the Phase 2 Project went on the property tax rolls as of January 1, 2022. Accordingly, the Payments will be made on December 1 and June 1 of each fiscal year, beginning on December 1, 2023 and continuing to, and including, June 1, 2033, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term (as hereinafter defined) of this Agreement, beginning in calendar year 2022, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payment due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payment scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payment or 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 Payment shall not render this Agreement null and void, and the

Company shall make the next succeeding submission of the Company's Estimate as called for in Section A.7 above, provided however that no Payment shall be made after June 1, 2033.

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, 2023 and on June 1, 2024, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2022). Furthermore, the amount of each such Payment shall not exceed the Annual Percentage of Incremental Property Tax Revenues (excluding allocations of "back-fill" or "make-up" payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Marshall County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment due date.

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. Vacation of Right-of-Way. In order to accommodate the Project, the City shall vacate and convey to the Company East Linn Street road-right-of-way as described in Exhibit C hereto. The vacation and conveyance of said property shall be in accordance with the City's Policy for the Sale of Surplus Real Property.

C. Administrative Provisions

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

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, 2033.

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

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

CITY OF MARSHALLTOWN, IOWA

By: _____
Mayor

Attest:

City Clerk

MARSHALLTOWN COMPANY

By: _____
Joe Carter, President & CEO

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Marshalltown, Marshall County, State of Iowa bearing Marshall County Property Tax Parcel Identification Number 8418-36-108-015.

EXHIBIT B-1
SITE PLAN

EXHIBIT B-1

- Marshalltown Co. Owned & Maintained land/ Easement for City owned storm pipe. Storm pipe to be maintained by the City of Marshalltown.
- Existing lot line
- New lot line

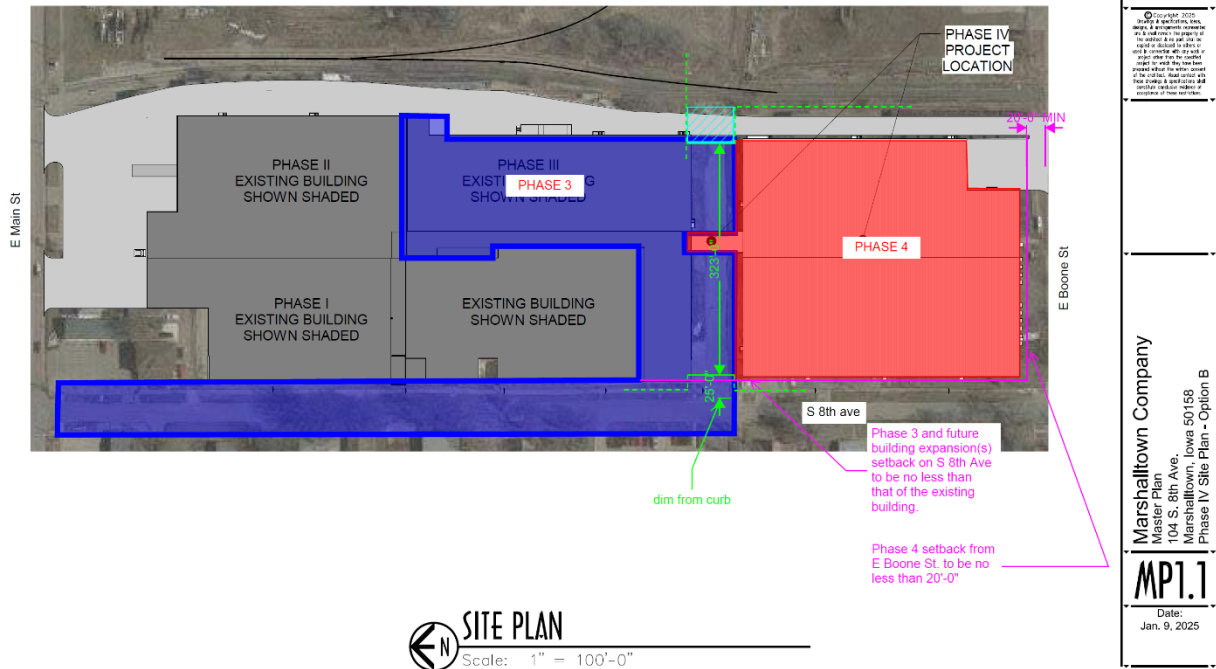
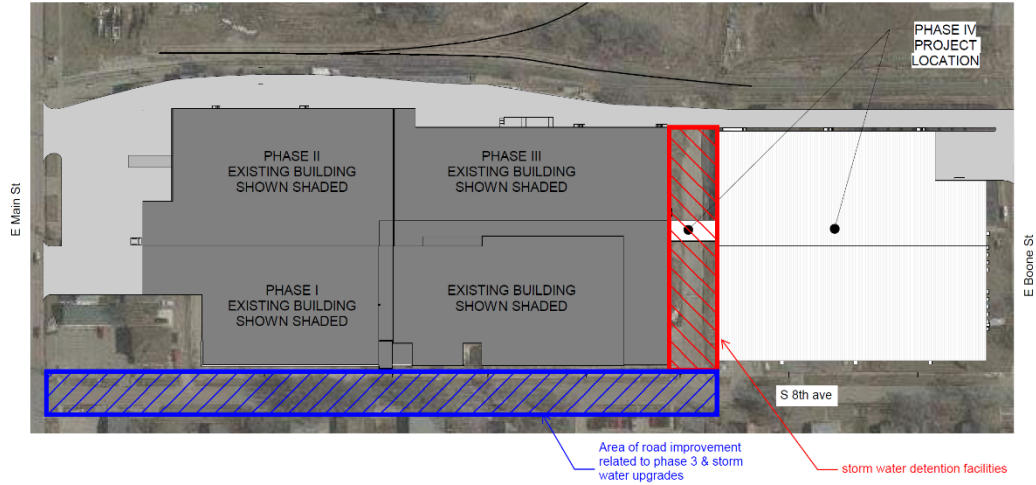


EXHIBIT B-2 **STORM WATER DETENTION FACILITIES**

EXHIBIT B-2




SITE PLAN
 Scale: 1" = 100'-0"

 LEVI ARCHITECTURE 415 Main Street, Suite 100, Des Moines, IA 50319 (515) 281-1234 www.leviarchitecture.com
Copyright 2025 This drawing is the property of Levi Architecture and is not to be reproduced, stored in a retrieval system, or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without the prior written permission of Levi Architecture.
Marshalltown Company Master Plan 104 S. 8th Ave. Marshalltown, Iowa 50158 Phase IV Site Plan - Option B
MP1.1 Date: Jan. 9, 2025

EXHIBIT C
DESCRIPTION OF EAST LINN STREET ROAD RIGHT OF WAY

PART OF EAST LINN STREET LOCATED IN BINFORD AND WEBSTER'S ADDITION TO THE TOWN OF MARSHALL IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6, BLOCK 3 OF BINFORD AND WEBSTER'S ADDITION; THENCE NORTH 89°22'03" EAST, 8.57 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF EAST LINN STREET TO THE POINT OF BEGINNING; THENCE NORTH 00°37'57" WEST, 66.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF EAST LINN STREET; THENCE NORTH 89°22'03" EAST, 373.56 FEET ALONG SAID NORTHERLY LINE; THENCE NORTH 89°21'35" EAST, 14.00 FEET ALONG SAID NORTHERLY LINE; THENCE NORTH 89°26'54" EAST, 31.99 FEET ALONG SAID NORTHERLY LINE; THENCE NORTH 89°43'35" EAST, 23.45 FEET; THENCE SOUTH 00°48'28" EAST, 66.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE SOUTH 89°23'32" WEST, 443.20 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING, CONTAINING 0.67 ACRES TOTAL. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

EXHIBIT D
**SPECIFICATIONS AND CONCEPTUAL DRAWING FOR PUBLIC
INFRASTRUCTURE PROJECT**

SPECIFICATIONS

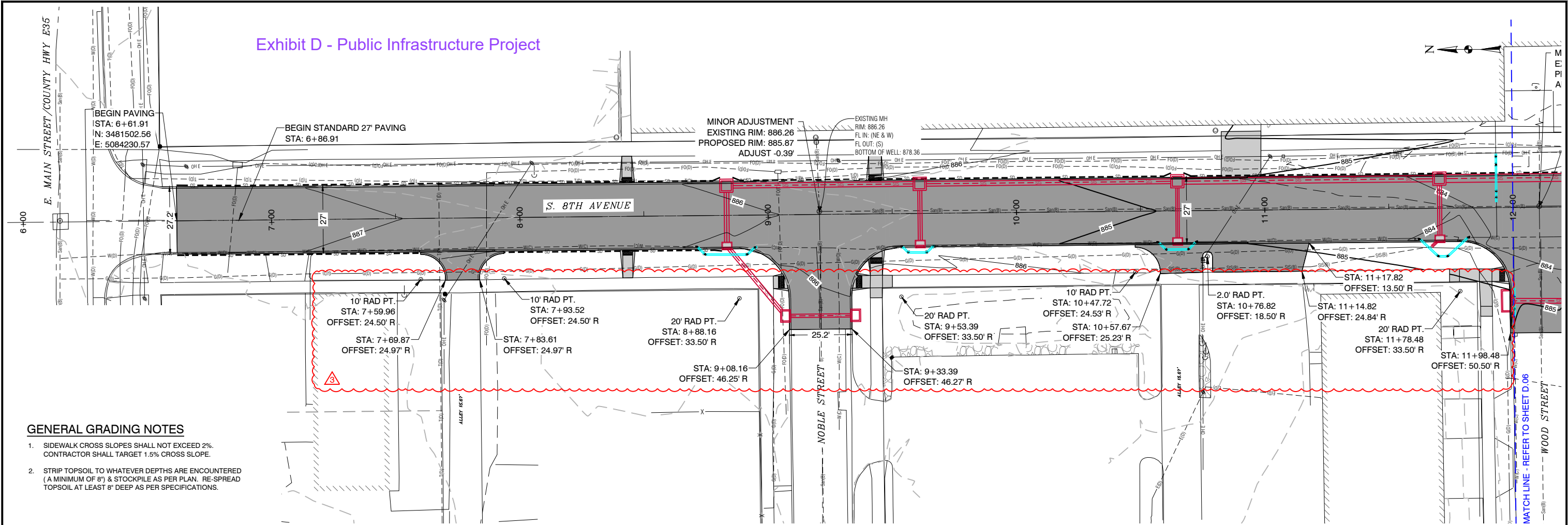
The Public Infrastructure Improvement Project shall include removal and replacement of all street and storm water infrastructure from the south edge of E Main St, south to the south intersection curb-return of E Linn Street. The street shall be built to City of Marshalltown Standards as a 31'ft BOC-BOC Urban Street and include any necessary removal / replacement of adjoining sidewalk quadrants to bring intersections in compliance with ADA and tie-in to existing driveways, sidewalks, streets, and alleys. The storm sewer infrastructure improvements shall include installation of storm sewer, intakes, junction structures, and overland storm water flowage designed in accordance with the current edition of the Iowa Statewide Urban Design and Specifications Manuals, as amended by the City of Marshalltown Supplementary Specifications. The Public Infrastructure Project shall include relocation of any public utilities, such as sanitary sewer or water main, necessary for the installation of street and storm water components of the Public Infrastructure Improvement Project.

CONCEPTUAL DRAWING

EXHIBIT E
COMPANY'S ESTIMATE WORKSHEET

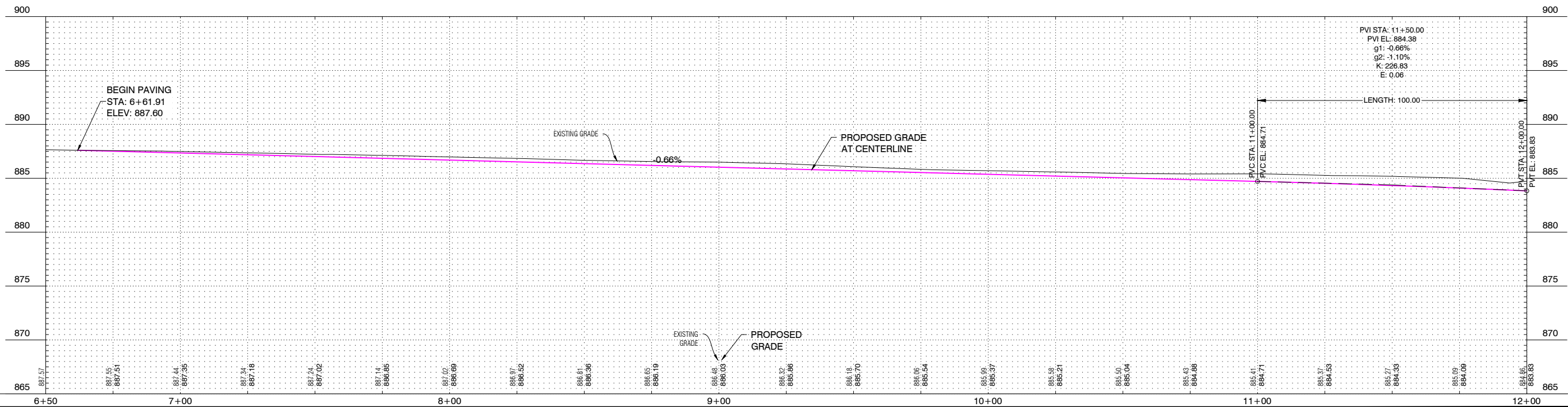
- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property (January 1, 2021):
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year 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 "Company's Estimate")

Exhibit D - Public Infrastructure Project



GENERAL GRADING NOTES

1. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2%. CONTRACTOR SHALL TARGET 1.5% CROSS SLOPE.
2. STRIP TOPSOIL TO WHATEVER DEPTHS ARE ENCOUNTERED (A MINIMUM OF 8") & STOCKPILE AS PER PLAN. RE-SPREAD TOPSOIL AT LEAST 8" DEEP AS PER SPECIFICATIONS.



NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
3	PERMIT REVIEW	SJC	2/20/25				

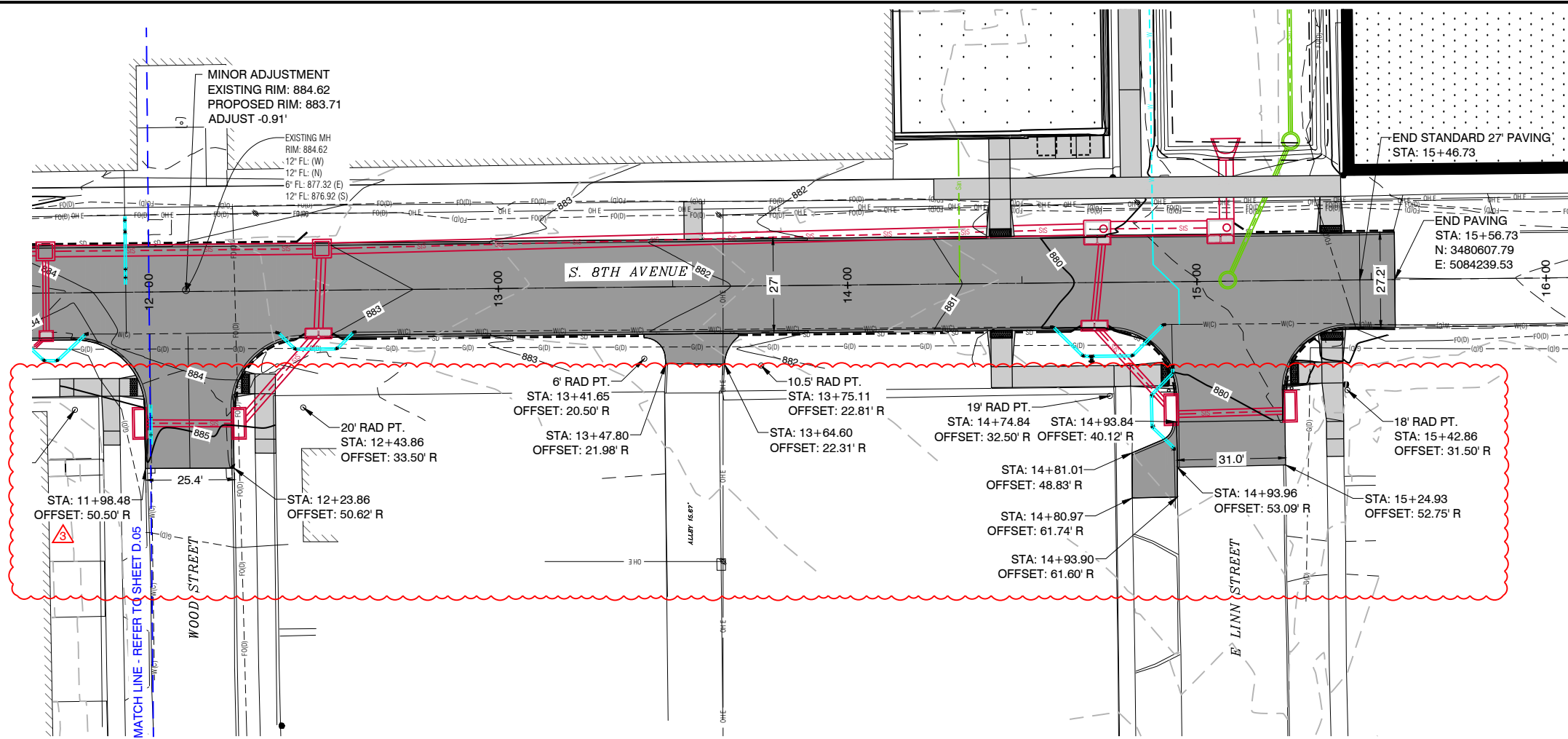
CGA Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-4701
www.cgaconsultants.com

DESIGNED: KMN DATE: ---
DRAWN: SJC DATE: ---
CHECKED: --- DATE: ---
APPROVED: --- DATE: ---

MARSHALLTOWN COMPANY PHASE III IMPROVEMENTS
MARSHALLTOWN, IOWA

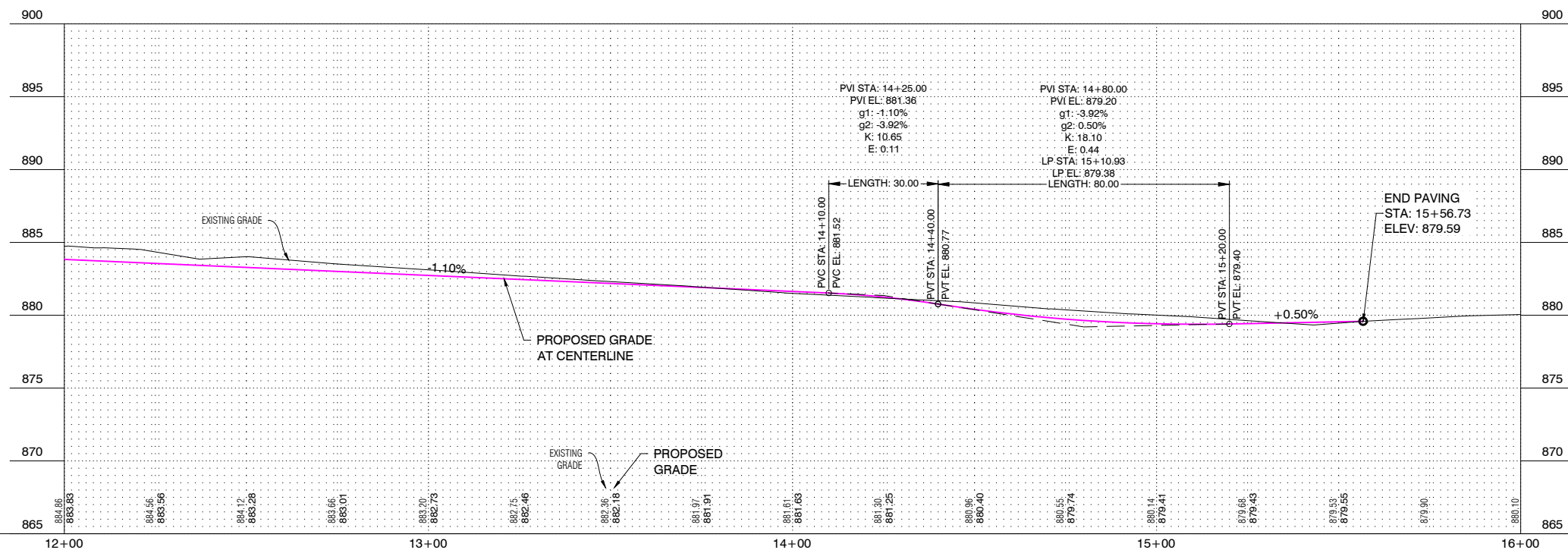
S. 8TH AVENUE
PLAN AND PROFILE

PROJECT NO.
5812_1
SHEET NO.
D.05



GENERAL GRADING NOTES

1. SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2%. CONTRACTOR SHALL TARGET 1.5% CROSS SLOPE.
2. STRIP TOPSOIL TO WHATEVER DEPTHS ARE ENCOUNTERED (A MINIMUM OF 8") & STOCKPILE AS PER PLAN. RE-SPREAD TOPSOIL AT LEAST 8" DEEP AS PER SPECIFICATIONS.



1" = 5' VERTICAL SCALE

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE
3	PERMIT REVIEW	SJC	2/20/25				

CGA
Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-4701
www.cgaconsultants.com

DESIGNED: KMN DATE: ---
DRAWN: SJC DATE: ---
CHECKED: --- DATE: ---
APPROVED: --- DATE: ---

MARSHALLTOWN COMPANY PHASE III IMPROVEMENTS
MARSHALLTOWN, IOWA

S. 8TH AVENUE
PLAN AND PROFILE

PROJECT NO.
5812_1
SHEET NO.
D.06



**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: August 25, 2025
Re: Public Hearing and Resolution for the Proposed Vacation of East Linn Street
Between South 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 approval of the resolution vacating that portion of E Linn Street outlined within the resolution.

Budget Impact:

Cost of publication of notice.

Should the right-of-way vacation be approved and the council subsequently approves the sale of the land, Marshalltown Company would be required to pay the city \$4,6354.46 (\$6,499.20 per acre).

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 0.67 acres in size. 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. The average assessed land value per acre of the adjacent parcels is \$32,496.01.

Pursuant to the city's policy regarding disposal of excess right-of-way, a reduction factor of 80% is 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 reduced land value per acre would therefore be \$6,499.20.

The total sale price, utilizing the reduced land value per acre is \$4,354.46.

Attachments:

1. Resolution Providing for the Vacation of E Linn St
2. Aerial Vicinity Map

**RESOLUTION PROVIDING FOR THE VACATION OF EAST LINN STREET
BETWEEN SOUTH 8TH AVENUE AND THE RAILROAD TRACKS TO THE EAST OF
SOUTH 8TH AVENUE**

WHEREAS, the City of Marshalltown, Iowa, is the owner of a public right-of-way legally described in Section 1; and

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

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

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

WHEREAS, a notice of public hearing has been published according to law notifying the public of the proposed vacation of the public right-of-way and said public hearing was held.

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

Section 1. The City of Marshalltown, Iowa, by this resolution, approve the vacation of the following property legally described as:

PART OF EAST LINN STREET LOCATED IN BINFORD AND WEBSTER'S ADDITION TO THE TOWN OF MARSHALL IN THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 36, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF LOT 6, BLOCK 3 OF BINFORD AND WEBSTER'S ADDITION; THENCE NORTH 89°22'03" EAST, 8.57 FEET ALONG THE SOUTHERLY RIGHT OF WAY LINE OF EAST LINN STREET TO THE POINT OF BEGINNING; THENCE NORTH 00°37'57" WEST, 66.00 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF EAST LINN STREET; THENCE NORTH 89°22'03" EAST, 373.56 FEET ALONG SAID NORTHERLY LINE; THENCE NORTH 89°21'35" EAST, 14.00 FEET ALONG SAID NORTHERLY LINE; THENCE NORTH 89°26'54" EAST, 31.99 FEET ALONG SAID NORTHERLY LINE; THENCE NORTH 89°43'35" EAST, 23.45 FEET; THENCE SOUTH 00°48'28" EAST, 66.00 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE; THENCE

SOUTH 89°23'32" WEST, 443.20 FEET ALONG SAID SOUTHERLY LINE TO THE POINT OF BEGINNING, CONTAINING 0.67 ACRES TOTAL. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

Section 2. The City of Marshalltown hereby approves the vacation of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

Passed this 25th day of August 2025, and signed this _____ day of August 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

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: Clayton Ender, Assistant Director, Housing & Community Development
Meeting Date: August 25, 2025
Re: Public Hearing and Resolution Providing for the Conveyance and Transfer of Title for Parcel 8418-36-402-010 from the City of Marshalltown, Iowa

Strategic Plan Objective:

Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.

Recommended:

Staff recommends approval of the resolution setting the public hearing date and time.

Budget Impact:

Cost of publication.

Dennis Olson will be purchasing the east 414.61 feet of said parcel at a price of \$589.86.

Hughes Proeprties LLC will be purchasing the west 70.39 feet of said parcel at a price of \$100.14.

Description/Background:

Dennis Olson and Hughes Properties LLC is requesting the city to sell 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 sold is approximately 0.39 acres in size. Dennis Olson would acquire the east 414.61 feet (0.334 acres) and Hughes properties would acquire the west 70.39 feet (0.056 acres). The intent of the request is to support the development of the current farmland parcel on the south side of Jackson Street and to square off the property boundary between the two property owners. The parcel is currently not utilized by the city for any purpose.

The property is being offered for sale via a direct sale method due to the size, shape, and location of the property being of limited value except to the adjacent property owner. The property would be conveyed via Quit Claim Deed in an as-is condition. The total sale price of the parcel would be \$690, which is based upon the assessed land value of the parcel. Dennis Olson will be purchasing the east 414.61 feet of said parcel at a price of \$589.86. Hughes Proeprties LLC will be purchasing the west 70.39 feet of said parcel at a price of \$100.14.

Attachments:

1. Resolution Approving Conveyance Parcel 8418-36-402-010
2. Aerial Vicinity Map

**RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF
TITLE OF PARCEL 8418-36-402-010**

WHEREAS, the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to convey and transfer by Quit Claim Deed, property set out and described in Section 1 hereof to Dennis Olson and to convey and transfer by Quit Claim Deed, property set out and described in Section 2 hereof to Hughes Properties LLC; and

WHEREAS, the consideration for the transfer of the real estate to Dennis Olson, as set forth in Section 1, shall be paid at the full sum of \$589.86 (Five Hundred Eighty Nine and 86/100) Dollars, said sum payable to the City of Marshalltown; and

WHEREAS, the consideration for the transfer of the real estate to Hughes Properties LLC, as set forth in Section 2, shall be paid at the full sum of \$100.14 (One Hundred and 14/100) Dollars, said sum payable to the City of Marshalltown; and

WHEREAS, the property being transferred by the City of Marshalltown, Iowa to Dennis Olson and Hughes Properties LLC is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected; and

WHEREAS, the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location; and

WHEREAS, a notice of public hearing has been published according to law notifying the public of the proposed conveyance and transfer of title, and said public hearing was held.

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

Section 1. The City of Marshalltown, Iowa, by this resolution, approve the conveyance and transfer of title by Quit Claim Deed to Dennis Olson the following property:

Except the west 70.39 feet, Parcel 8418-36-402-010, legally described as: The North thirty-five feet (N 35') of the East 485 feet of the West 1,113 feet of the property described as: Beginning at a point on the West line of Lot 2 of the Northwest Quarter of the Southeast Quarter of Section 36, Township 84 North, Range 18 West of the 5th P.M., 562.2 feet North of the Southwest corner of said Lot 2; thence North along the West line of Lot 2 a distance of 252.3 feet; thence East to a point on the East line of Lot 2, 824.5 feet North of the Southeast corner of said Lot 2; thence South along the East line of Lot 2, 262.3 feet; thence West to the point of beginning, all in the Northwest Quarter of the Southeast Quarter of Section 36, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa.

The consideration for such conveyance has been paid in the sum of \$589.86 (Five Hundred Eighty Nine and 86/100).

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

Except the east 414.61 feet, Parcel 8418-36-402-010, legally described as: The North thirty-five feet (N 35') of the East 485 feet of the West 1,113 feet of the property described as: Beginning at a point on the West line of Lot 2 of the Northwest Quarter of the Southeast Quarter of Section 36, Township 84 North, Range 18 West of the 5th P.M., 562.2 feet North of the Southwest corner of said Lot 2; thence North along the West line of Lot 2 a distance of 252.3 feet; thence East to a point on the East line of Lot 2, 824.5 feet North of the Southeast corner of said Lot 2; thence South along the East line of Lot 2, 262.3 feet; thence West to the point of beginning, all in the Northwest Quarter of the Southeast Quarter of Section 36, Township 84 North, Range 18 West of the 5th P.M., Marshall County, Iowa.

The consideration for such conveyance has been paid in the sum of \$100.14 (One Hundred and 14/100).

Section 3. The City of Marshalltown hereby approves the transfers of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

Passed this 25th day of August 2025, and signed this _____ day of August 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

Aerial Vicinity Map

Red = Approximate Parcel Boundaries (0.39 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: Heather Thomas, Public Works Director
Meeting Date: August 25, 2025
Re: Public Hearing and Resolution Approving Plans, Specifications, Form of Contract, and Cost for the 2025 HMA Crack & Joint Sealing Project No. STR25003, in the City of Marshalltown

Strategic Plan Objective:

None specific to this work; however, maintaining our infrastructure is important for the city.

Recommended:

Staff recommends approving plans, specifications, form of contract, and opinion of probable cost for said improvements following the public hearing.

Budget Impact:

The opinion of probable construction costs is \$355,000. This project is to be funded through bond funds and LOST-Capital Projects set aside for the Street Improvement Program, which based on timing will likely come from a combination of the 2022 GO Bond (Fund 364) and 2023 GO Bond (Fund 365). Within our CIP, we had set aside a budget of \$2.6 M for several street maintenance projects that included: PCC Patching, HMA Crack/Joint Sealing, and PCC Crack/Joint Sealing. Sufficient funds are available for this project.

Description/Background:

HMA crack and joint sealing is a pavement maintenance operation. HMA streets require sealing, in order to maximize the life of the pavement. When joints or cracks reflect through HMA overlays, the maintenance operation can include sealing of the joints/cracks to attempt to further delay the deterioration of the pavement at those joints and cracks. When those cracks or joints become too numerous, alligator patterned, or indicate underlaying pavement or joint failure – a higher cost pavement operation than crack/joint sealing would be needed.

This project includes streets throughout the entire community where the number and type of cracks/joints are such that sealing those areas is the best/most cost-effective maintenance method at this time. The cracks/joints sealed will be all lanes and shoulders, if applicable, for approximately 40 miles of streets. The plans were prepared in-house in the Engineering Division of Public Works. We are also proposing to handle Construction Phase Services in-house.

Given the time of year, some contractors may have room in their schedule yet this year; however, some may be full and would need to complete the work in early 2026. This work cannot be performed during cold winter temperatures. We proposed calendar dates for completion with substantial completion on or before June 26th, 2026 and full completion on or before August 28th, 2026. Extending completion to allow next year work is intended to expand the interested bidder pool and generally also results in more favorable pricing.

Liquidated damages have been set at \$300 / calendar day for completion.

The bid timeline is as follows:

- Ordering construction at the August 11th, 2025 council meeting
- Public Hearing at the August 25th, 2025 council meeting
- Receiving/Opening Bids at 10:00 AM, Wednesday, September 3rd, 2025 @ City Hall
- Awarding Bid at the September 8th, 2025 council meeting

Attachments:

1. 2025-08-25_2025-191_Resolution Approve Plans, Specs 2025 HMA Crack & Joint Sealing
2. 2025 HMA Crack & Joint Sealing_Notice
3. 2025 HMA Crack-Joint Sealing_Plan Set
4. 2025 HMA Crack-Joint Sealing_Project Manual
5. 2025 HMA Crack & Joint Sealing_OPC
6. STR25003-PH Presentation

**RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND COST FOR THE 2025 HMA CRACK AND JOINT SEALING PROJECT NO.
STR25003, IN THE CITY OF MARSHALLTOWN**

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 2025 HMA Crack and Joint Sealing Project No. STR25003, 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 STR25003, being the 2025 HMA Crack and Joint Sealing Project in the City of Marshalltown, Iowa.

Passed this 25th day of August 2025, and signed this _____ day of August 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

2025 HMA CRACK AND JOINT SEALING PROJECT

PROJECT NO. STR25003

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND OPINION OF PROBABLE COST FOR THE 2025 HMA CRACK AND JOINT SEALING 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 25th day of August, 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. STR25003, the 2025 HMA CRACK AND JOINT SEALING 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 3rd day of September, 2025 for the construction of the 2025 HMA CRACK AND JOINT SEALING PROJECT as described in the plans and specifications for Project No. STR25003, and which will be opened, read, and tabulated by the City Engineer 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 8th day of September, 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 constructing the 2025 HMA CRACK AND JOINT SEALING PROJECT in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. STR25003, the 2025 HMA CRACK AND JOINT SEALING 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:

Approximately 40 miles of HMA street crack and joint cleaning, filling of HMA on cracks wider than 1-inch, placing of filler material to seal cracks, and traffic control.

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. STR25003 as proposed by the City Engineer.

All work shall be substantially complete on or before June 26th, 2026, and shall be completed and ready for final payment on or before August 28th, 2026.

Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, 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 Conference

A pre-bid conference will not be held for the Project.

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

UTILITY COMPANIES

GAS & ELECTRIC: ALLIANT ENERGY
CONTACT: BILL FARRINGTON
PHONE: (641) 754-5811
WATER: MARSHALLTOWN WATER WORKS
CONTACT: ZACH MAXFIELD
PHONE: (641) 753-7913
SEWER: CITY OF MARSHALLTOWN
CONTACT: TROY McGAHUEY
PHONE: (641) 754-5749
TRAFFIC SIGNALS & CITY STREET LIGHTS
CITY OF MARSHALLTOWN
CONTACT: DAVID DEEMER
PHONE: (641) 754-5734

FIBER & COMMUNICATIONS

HEART OF IOWA
CONTACT: NATHAN BUTLER
PHONE: (641) 486-2211
IOWA COMMUNICATIONS NETWORK
CONTACT: TIM FLICKINGER
PHONE:(515) 725-4000
WINDSTREAM
CONTACT: BRYAN BOGAN
PHONE:(501) 748-6919
CENTURY LINK
CONTACT: TIM KEMPER
PHONE:(651) 378-2641
METRONET
CONTACT: SHANA RIFFERT
PHONE: (812) 305-1000
IMON
CONTACT: JEREMY AHRENS
PHONE: (319) 504-7284



INDEX	
SHEET NO.	DESCRIPTION
A.01	TITLE SHEET
A.02 & A.03	LOCATION MAP
A.04 & A.05	LOCATION TABLES
B.01	QUANTITIES, EST. REF, & NOTES

2025 HMA CRACK & JOINT SEALING
PROJECT STR25003

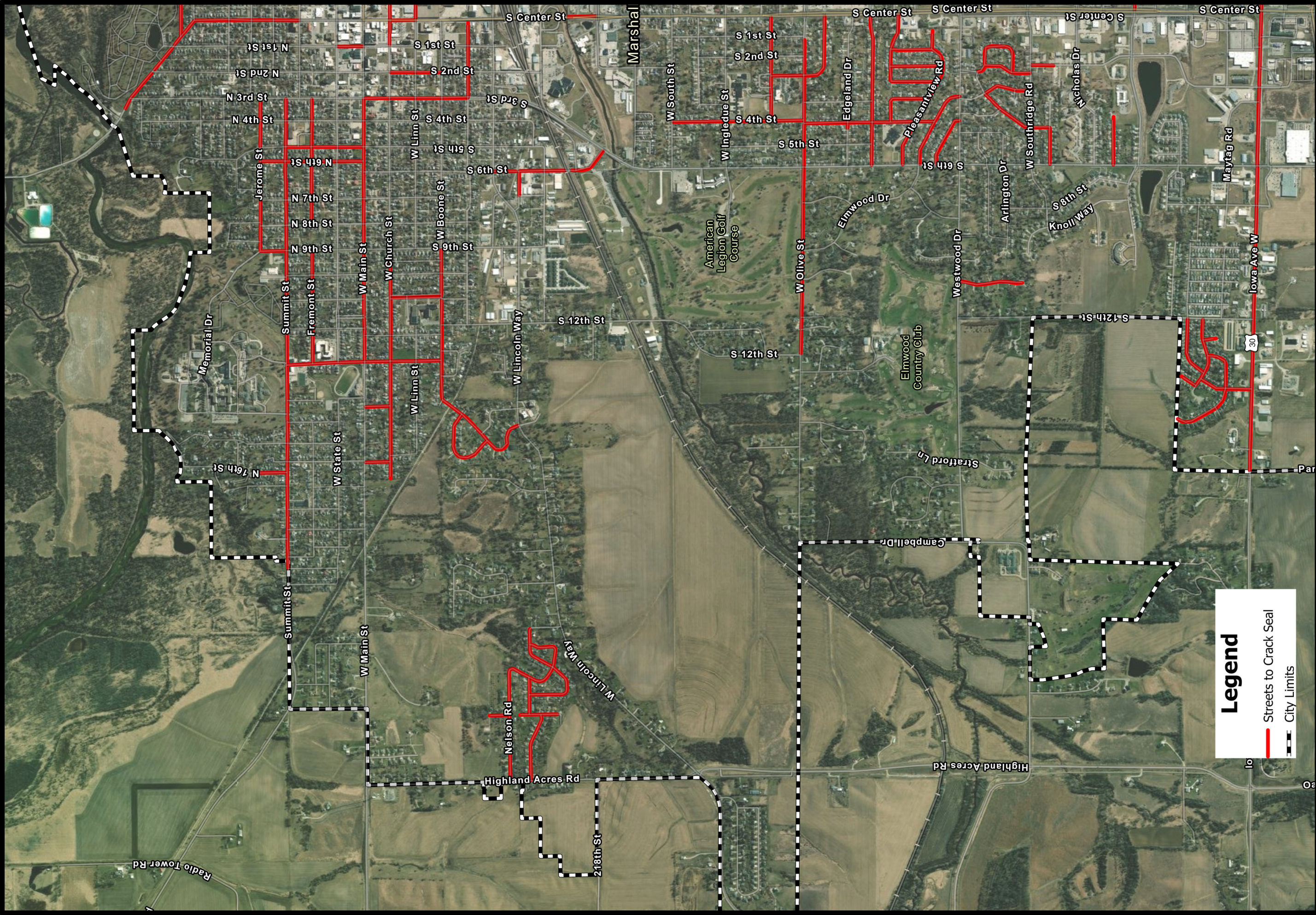
STANDARD SPECIFICATIONS

IDOT STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION, SERIES 2023, PLUS APPLICABLE GENERAL SUPPLEMENTAL SPECIFICATIONS, DEVELOPMENTAL SPECIFICATIONS, SUPPLEMENTAL SPECIFICATIONS, AND SPECIAL PROVISIONS SHALL BE CONSIDERED APPLICABLE TO THE CONSTRUCTION WORK ON THIS PROJECT



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

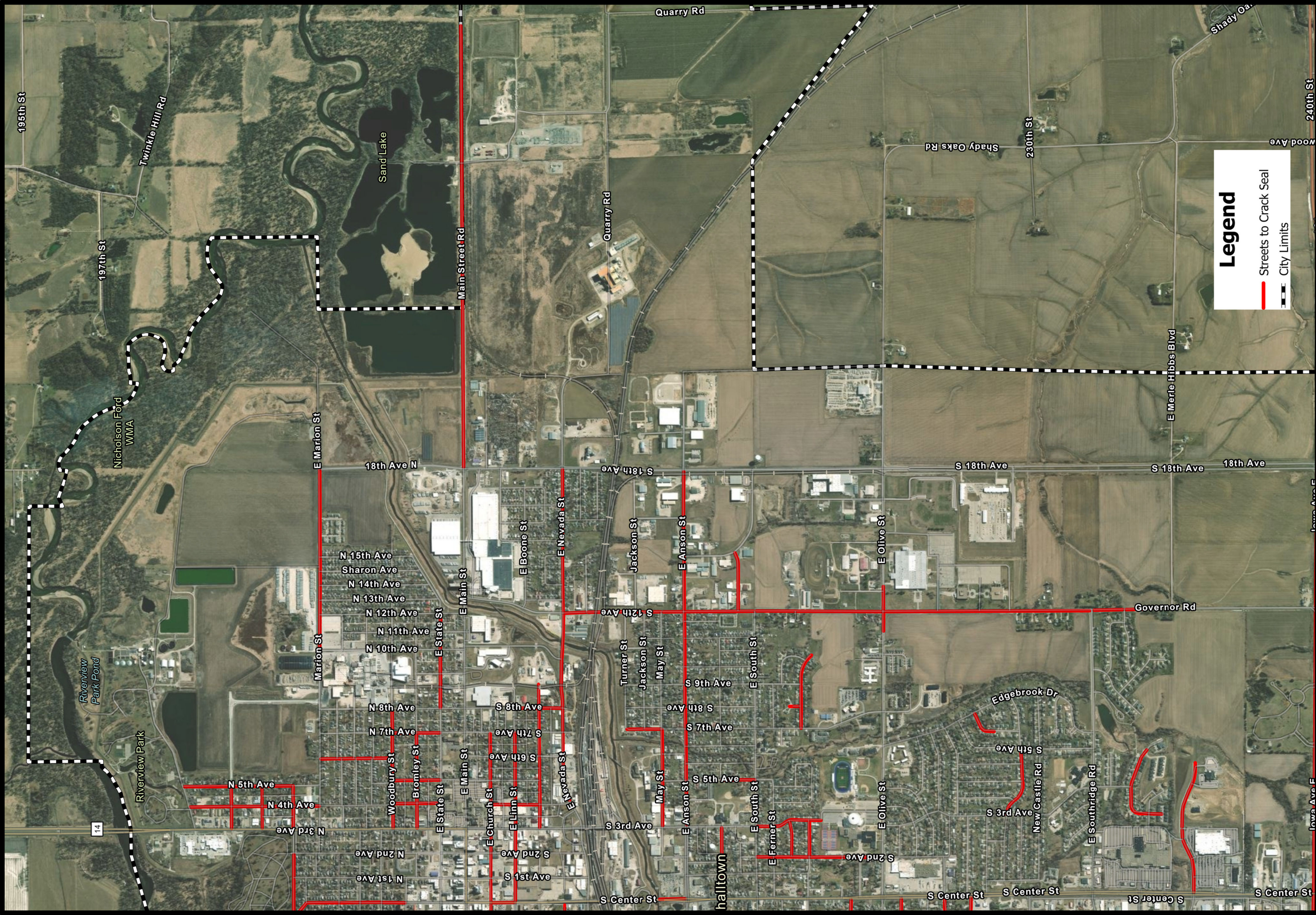
Name : Heather Ann Thomas, P.E. Iowa Reg.No.23208
Signature *Heather Ann Thomas* Date 08/12/2025
My registration expires December 31, 2025
Sheet covered by this seal : (6) Sheets in Index



Legend

- Streets to Crack Seal
- City Limits

2025 HMA CRACK & JOINT SEALING	PROJECT STR25003	LOCATION MAP	A.02
			
NOT TO A SCALE REFERENCE ONLY			
PROJECT STR-25-003			



PROJECT STR-25-003

NOT TO A SCALE

PROJECT STR25003
LOCATION MAP

2025 HMA CRACK & JOINT SEALING

A.03

Segment No.	Name of the Street	From	To	Length (mile)	Notes
1	E Anson St	S 3rd Ave	S 18th Ave	1.21	
2	Arnold Dr	Highland Acres	Grandview Dr	0.34	
3	Arnold Dr	Grandview Dr	Reynolds Rd	0.11	
4	Bailey Dr	From the PCC/HMA line top of hill	Edgebrook Dr	0.10	
5	Bittersweet Rd	Westwood Dt	Through Cul de Sac	0.23	
6	Brentwood Rd	W Boone St	Lincoln Way	0.33	
7	Brentwood Terr	Brentwood Rd	Brentwood Rd	0.26	
8	Bromley St	N 3rd Ave	N 7th Ave	0.32	
9	Bryngelson Dr	S 4th St	Pleasantview Rd	0.19	
10	Catalina Pl	Santa Barbara Dr	Pleasant view Rd	0.16	
11	Columbus Dr	S 4th St	S Center St	0.33	
12	Crestview Dr	S Center St	W Olive St	0.23	
13	Crestview Dr	Columbus Dr	W Olive St	0.10	
14	Debra Dr	S 6th St	Westwood Dr	0.16	
15	E Boone St	S 3rd Ave	To County Fuel Station	0.47	
16	E High St	S Center St	S 3rd Ave	0.24	
17	E Linn St	S Center St	S 7th Ave	0.71	
18	E Main St	18th Ave	1.5 Miles to the East	1.50	
19	E Merle Hibbs Blvd	S Center St	Dead End / McFarland Clinic	0.46	
20	E Nevada St	End of PCC West of S 4th Ave	S 18th Ave	1.03	
21	E Olive St	355 ft West of S 12th to PCC	455 ft East of S 12th to PCC	0.15	
22	E State St	N 8th Ave	N 12th Ave	0.23	
23	Edgeland St	Just East of S 3rd St	Just West of S 4th St	0.09	
24	Edgewood Dr	N 3rd Ave	N 5th Ave	0.14	
25	Fieldcrest Ct	Rolling Meadow	Through Cul de Sac	0.07	
26	Fremont St	N 3rd St	N 8th St	0.40	
27	Fremont St	N 9th St	N 13th St	0.36	

Segment No.	Name of the Street	From	To	Length (mile)	Notes
28	Garland Dr	Arnold Dr	Reycliff Dr	0.12	
29	Gary Ct	Maple Blvd	Maple Blvd	0.25	
30	Grandview Dr	Dead End	Dead End	0.12	
31	Grandview Dr	Nelson Rd	Dead End - Park Entrance	0.06	
32	Greenfield Dr	Rolling Meadows Rd	To Cul de Sac PCC	0.31	
33	Henry Cr	Henry Dr	Through Cul de Sac	0.06	
34	Henry Dr	S 7th Ave	To the Dead End	0.26	
35	Industrial Blvd	S 12th Ave	S 14th Ave	0.19	
36	Ingledue St	S 2nd Ave	S 3rd Ave	0.12	
37	Iowa Ave East	Hwy 14 / S Center St	S 18th Ave	1.41	
38	Iowa Ave West	City Limits West	S Center St	1.57	Flaggers Required
39	Jerome	N 3rd St	N 9th St	0.50	
40	Larkfield Cr	Rolling Meadows Rd	S 12th St	0.20	
41	Lincoln Way	West City Limits	Brentwood Rd	2.03	Flaggers Required
42	Linwood St	N 3rd Ave	N 5th Ave	0.14	
43	Maple Blvd	W Southridge Rd	Wauconda Dr	0.15	
44	Marion St	N 10th Ave	N 18th Ave	0.62	
45	May St	S 3rd Ave	S 7th Ave	0.33	
46	Meadow Ln	S 6th St	S Center St	0.48	
47	N Center St	W Grant	Iowa River Bridge PCC	0.70	
48	Nelson Rd	Highland Acres	Reynolds Rd	0.34	
49	Pine St	S 2nd Ave	S 3rd Ave	0.12	
50	Plaza Heights	S 2nd Ave	Cul de Sac	0.22	
51	Pleasant View Rd	S 6th St	Through Pleasant View Cul de Sac	0.51	
52	Reycliff Dr	Garland Dr	Ann Rutledge Rd	0.27	
53	Reynolds Rd	Nelson Rd	Reycliff Dr	0.14	
54	Richard Ln	S 6th St	S 5th St	0.12	
55	Riverside St	N Center St	N 2nd Ave	0.20	

Segment No.	Name of the Street	From	To	Length (mile)	Notes
56	Riverside St	N 3rd Ave	N 5th Ave	0.14	
57	Rolling Meadows Rd	S 14th St-Cul de Sac	S 12th St	0.25	
58	Lincoln Way	S 7th St	S 6th St	0.09	
59	S Center St	Linn St	Church St	0.07	
60	S. Center St	W Anson St	Linn Creek Bridge	0.09	
61	Santa Barbara Dr	Mid radius on Skyline Dr	S Center St	0.22	
62	Skyline Dr	Pleasant View Rd	Santa Barbara Dr	0.15	
63	Summit St	N 3rd St	N 21st St	1.41	
64	Sunset Ln	S 6th St	Westwood Dr	0.27	
65	Terry Terrace	S 6th St	Cul de Sac	0.16	
66	Thunderbird Dr	S 3rd Ave	S 5th Ave	0.22	
67	W Boone St	Bike Trail - West	9th St	0.52	
68	W & E Church St	S 1st St	S 3rd Ave	0.16	
69	E Church St	S 4th Ave	S 7th Ave	0.24	
70	W Church St	S 9th St	Dead End - Past 16th St	0.73	
71	W Main St	N 3rd St	N 13th St	0.61	
72	W Nevada St	S 3rd St	S Center St	0.24	
73	W Olive St	S 12th St	Near 1st St PCC Begins	1.02	Flaggers Required
74	Wakefield Dr	W Southridge Rd	Wauconda Dr	0.15	
75	Wardview Rd	Pleasant View Rd	Santa Barbara Dr	0.13	
76	Wauconda Rd	Richard Ln	Wakefield Dr	0.23	
77	Woodbury St	N 3rd Ave	N 8th Ave	0.33	
78	N 4th Ave	E State St	Woodbury St	0.16	
79	N 4th Ave	Marion St	Woodland St	0.43	
80	N 5th Ave	E State St	Woodbury St	0.16	
81	N 5th Ave	Riverside St	Woodland St	0.37	
82	N 7th Ave	E State St	Woodbury St	0.16	

Segment No.	Name of the Street	From	To	Length (mile)	Notes
83	N 1st St	W Main St	W State St	0.08	
84	N 5th St	W Main St	Summit St	0.24	
85	N 6th Ave	Woodbury St	Marion St	0.25	
86	N 6th St	W Main St	Jerome St	0.31	
87	N 9th St	Summit St	Jerome St	0.08	
88	N 13th St	W Main St	Summit St	0.46	
89	N 16th St	Summit St	North 460 ft to Microsurface	0.09	
90	S 2nd Ave	Dead End	North 250 ft to Plaza Heights	0.05	
91	S 2nd Ave	E Olive St	E South St	0.43	
92	S 3rd Ave	Marshalltown High School	South St	0.22	
93	S 4th Ave	E Church St	E Boone St	0.16	
94	S 5th Ave	E South St	E High St	0.12	
95	S 7th Ave	May St	Turner St	0.12	
96	S 8th Ave	E Nevada St	E Linn St	0.16	
97	S 12th Ave	250 ft North of E Merle Hibbs Blvd	Iowa Ave West	1.47	
98	S 12th Ave / Governor Rd	Iowa Ave E	E Nevada St	2.58	Flaggers Required
99	S 2nd St	W Church St	W Boone St	0.09	
100	S 2nd St	W Southridge Rd	South 370 feet to PCC	0.07	
101	S 3rd St	W Nevada St	W Main St	0.34	
102	S 4th St	W South St	Sunset Ln	0.84	
103	S 6th St	W Madison St	S 3rd St / S 6th St	0.36	
104	S 11th St	W Boone St	W Church St	0.20	
105	S 13th St	W Main St	W Boone St	0.24	
106	S 14th St	W Church St	W Main St	0.08	
107	S 14th St	Iowa Ave West	Rolling Meadows Rd	0.17	
108	S 14th St	Rolling Meadows Rd	Through Cul de Sac	0.09	
109	S 16th St	W Church St	W Main St	0.08	

PROJECT DESCRIPTION
This project is for HMA Crack Filling various asphalt paved streets around the City of Marshalltown.
This project includes cleaning and filling transverse, longitudinal, and random cracks for the full width of the pavement including turn lanes and shoulders. This shall also include all cold or centerline joints between lanes. Cracks wider than 1 inch in width shall be cleaned and filled with Hot Mix Asphalt.

CONSTRUCTION NOTES
• This is a locally funded project; therefore, predetermined wages are not in effect. • There is no DBE goal on this project. • Contractor work hours restrictions shall be 30 minutes after sunrise to to 30 minutes before sunset, Sunday through Saturday. • No pavement markings shall be required. During sealing operations, the contractor shall notify the City if sealing operations sufficiently cover existing pavement markings such that pavement markings need re-applied. In those cases, the city's street division will be responsible for pavement markings. • Should the Contractor come to a small section of alligator cracked pavement within within the listed segment; they shall notify the City so the City can confirm whether to seal or so we can mark the extent of the area to skip over.

GENERAL NOTES
Public Access: The Contractor shall exercise reasonable means to maintain the construction area open to through traffic and access to property’s abutting the construction zone. In any event, the construction zone shall be accessible to emergency vehicles at all times.
The city reserves the right to determine the order in which the work will proceed. The contractor is required to submit a written plan outlining their traffic control plan, proposed schedule and sequence of construction, prior to beginning the construction.
The contractor shall protect private property from damage during construction and shall “hold harmless” the city for any damage to either public or private property or personal injury caused from his/her work.
Subsurface Utilities should not be affected by this work.

ESTIMATED PROJECT QUANTITIES				
ITEM NO.	ITEM	UNIT	QUANTITY	AS-BUILT QUANTITY
1	Cleaning and Filling Cracks (Pavement Maintenance)	MILE	39.55	
2	Hot Mix Asphalt for Crack Filling (ST Intermediate, 1/2", PG 64-22 S)	TON	7.0	
3	Filler Material (HMA Surfaces)	GAL	17,786.0	
4	Traffic Control	LS	1.0	
5	Flaggers	EA	4.0	
6	Mobilization	LS	1.0	

ESTIMATE REFERENCE	
ITEM NO.	DESCRIPTION
1	Cleaning and Filling Cracks (HMA Surfaces): Crack and Joint cleaning and filling shall be in accordance with IDOT Standard Specifications Section 2544. Refer to Sheet A.02 - A.05 for street location map and tables. Existing Pavement cracks will be cleaned and filled as follows: Cracks Wider than 1 Inch: These areas shall be cleaned and filled with Hot Mix Asphalt. Cracks Less than 1 Inch: These areas shall be cleaned and filled with the filler material. Areas that have turning lanes shall be considered incidental. All material removed from the pavement shall become the property of the contractor. Payment shall be is full compensation for all labor, equipment, and materials including backing rod and or sand. The sand used for blotting shall meet the requirements of Section 4124 or 4125, or a similar sand approved by the Engineer.
2	Hot Mix Asphalt for Crack Filling (ST Intermediate, 1/2", PG 64-22 S): The HMA material shall be a 1/2" mix and shall meet the requirements of IDOT Section 2303. Cold mix asphalt will not be allowed. Before placement of the HMA, all areas shall be cleaned and have tack-coat material in place. The tack-coat is considered incidental to the asphalt work and will not be measured or paid for separately.
3	Filler Material (HMA Surfaces): The placement of the Filler Material shall be in accordance with IDOT Section 2544.02. The contractor shall use an emulsified asphalt CRS-2P or CRS-2 that comply with Section 4140.
4	Traffic Control: Traffic Control shall conform to current IDOT Standard Specifications. Through traffic will be maintained on this project at all times. The contractor shall submit a traffic control plan outlining all traffic control measures to the City for approval prior to construction commencement.
5	Flaggers: Contractor shall stage their work so streets requiring the use of a flagger are done back-to-back to minimize the days in which flaggers are needed on the project. Refer to location tables indicating which streets the city will require use of a flagger to aid in traffic control, due to traffic volume or areas of restricted sight distance. Contractor shall review street segments in the project and notify the city if Contractor feels a flagger will be required on additional segments no later than one week prior to starting operations. Based on tabulation, it is anticipated that two flaggers for a period of 4-12 hours will cover the streets noted. Quantity shown includes contingency of two additional flaggers for a total of four each. Refer to bid proposal for flagger quantity and unit price allowed.
6	Mobilization: Mobilization shall conform to current IDOT Standard Specifications.

REFERENCED DETAIL SHEETS
Iowa DOT Standard Road Plan TC-1
Iowa DOT Standard Road Plan TC-231
Iowa DOT Standard Road Plan TC-431



Joel Greer, Mayor
Carol Webb, Administrator
Heather Thomas, Public Works
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701

2025 HMA CRACK AND JOINT SEALING PROJECT

STR25003

PREPARED BY:
City of Marshalltown

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. Signature: <u>Heather Thomas</u> Date: <u>08/12/2025</u> Name: <u>Heather Ann Thomas, P. E.</u> Iowa Reg. No. P23208 My license renewal date is December 31, 2025 Pages or sheets covered by this seal: <u>STR25003 Project Manual</u>
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BIDDING AND CONTRACT DOCUMENTS

OFFICIAL NOTICE OF HEARING AND LETTING

CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA

2025 HMA CRACK AND JOINT SEALING PROJECT

PROJECT NO. STR25003

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND OPINION OF PROBABLE COST FOR THE 2025 HMA CRACK AND JOINT SEALING 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 25th day of August, 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. STR25003, the 2025 HMA CRACK AND JOINT SEALING 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 3rd day of September, 2025 for the construction of the 2025 HMA CRACK AND JOINT SEALING PROJECT as described in the plans and specifications for Project No. STR25003, and which will be opened, read, and tabulated by the City Engineer 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 8th day of September, 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 constructing the 2025 HMA CRACK AND JOINT SEALING PROJECT in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. STR25003, the 2025 HMA CRACK AND JOINT SEALING 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:

Approximately 40 miles of HMA street crack and joint cleaning, filling of HMA on cracks wider than 1-inch, placing of filler material to seal cracks, and traffic control.

All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. STR25003 as proposed by the City Engineer.

All work shall be substantially complete on or before June 26th, 2026, and shall be completed and ready for final payment on or before August 28th, 2026.

Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, 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 Conference

A pre-bid conference will not be held for the Project.

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

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:
- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner requires that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the

Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

- 2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- 2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.
- 2.06 Electronic Documents
 - A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
 - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
 - B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
 - C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.

- D. Electronic Documents that are available in native file format include:
 - 1. None.
- E. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
- F. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
- G. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract

ARTICLE 3—PRE-BID CONFERENCE

- 3.01 A pre-bid conference will not be conducted for this Project.

ARTICLE 4—BID SECURITY

- 4.01 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.

ARTICLE 5—SUBSTITUTE AND "OR EQUAL" ITEMS

- 5.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.
- 5.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in

the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 6—PREPARATION OF BID

- 6.01 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

ARTICLE 7—OPENING OF BIDS

- 7.01 Bids will be opened and read aloud in City Hall (24 N Center Street, Marshalltown, Iowa) at 10:00 AM on Wednesday, September 3rd, 2025.

ARTICLE 8—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 8.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.
- 8.02 Should there be any reason why the contract cannot be awarded within the period of time stated in the Bid Form, the time may be extended by mutual agreement between the Owner and the apparent successful Bidder.

ARTICLE 9—ENGINEER INFORMATION

- 9.01 The Engineering firm is: City of Marshalltown
- A. The Engineering firm’s contact person is: Heather Thomas, alternate Brad Bateman
 - B. The firm’s address is:
 - 1. 24 N Center St
 - 2. Marshalltown, Iowa 50158
 - 3. Phone (641) 754-5734
 - 4. Email: hthomas@marshalltown-ia.gov
bbateman@marshalltown-ia.gov

BIDDING DOCUMENTS

BID FORM FOR CONSTRUCTION CONTRACT

2025 HMA CRACK AND JOINT SEALING PROJECT

PROJECT NO. STR25003

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to:

City of Marshalltown – City Clerk

24 N. Center Street

Marshalltown, IA 50158.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
- D. Bidders Status Form.

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 Unit Price Bids

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

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Cleaning and Filling Cracks (Pavement Maintenance)	39.55	MILE		
2	Hot Mix Asphalt for Crack Filling (ST Intermediate, 1/2", PG 64-22 S)	7.0	TON		
3	Filler Material (HMA Surfaces)	17,786.0	GAL		
4	Traffic Control	1.0	LS		
5	Flaggers	4.0	EA	\$ 575.00	\$ 2,300.00
6	Mobilization	1.0	LS		
Total Construction Bid					\$ _____

3.02 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.

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete on or before **June 26th, 2026**, and will be completed and ready for final payment on or before **August 28th, 2026**.

ARTICLE 5—LIQUIDATED DAMAGES

- 5.01 Substantial Completion: Contractor shall pay Owner \$300 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.
- 5.02 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 \$300 for each calendar day that expires after such time until the Work is completed and ready for final payment.

- 5.03 Liquidated damages for failing to timely attain Substantial Completion and Final Completion are not additive, and will not be imposed concurrently.
- 5.04 If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 6—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

6.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

6.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

6.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 7—BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Date: _____
(typed or printed)

Address for giving notices:

Bidder's Contact:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Phone: _____

Email: _____

Address: _____

Bidder's Contractor License No.: (if applicable) _____

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>): 2025 HMA CRACK AND JOINT SEALING PROJECT – Marshalltown, Iowa Bid Due Date: September 3, 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.

BIDDER STATUS FORM

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

☐ Yes ☐ No My company is authorized to transact business in Iowa.

(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No My company has an office to transact business in Iowa.

☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

City, State, Zip: _____

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

City, State, Zip: _____

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

You may attach additional sheet(s) if needed.

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

CONTRACT DOCUMENTS

NOTICE OF AWARD

Date of Issuance:

Owner: City of Marshalltown Owner's Project No.: STR25003

Engineer: City of Marshalltown Engineer's Project No.: STR25003

Project: 2025 HMA CRACK AND JOINT SEALING

Contract Name: 2025 HMA CRACK AND JOINT SEALING

Bidder:

Bidder's Address:

You are notified that Owner has accepted your Bid dated September 3rd, 2025 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

2025 HMA CRACK AND JOINT SEALING

The Contract Price of the awarded Contract is \$[**Contract Price**]. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions.
3. Other conditions precedent (if any): **n/a**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents.

Owner: **City of Marshalltown, Iowa**

By (signature):

Name (printed): Joel Greer

Title: Mayor

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:

Approximately 40 miles of HMA street crack and joint cleaning, filling of HMA on cracks wider than 1-inch, placing of filler material to seal cracks, and traffic control.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **2025 HMA CRACK AND JOINT SEALING 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 June 26th, 2025, and will be completed and ready for final payment on or before August 28th, 2025.

4.02 Liquidated Damages

- A. Substantial Completion: Contractor shall pay Owner \$300 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 \$300 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. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
- 3. General Conditions.
- 4. Supplementary Conditions.
- 5. Specifications as listed in the table of contents of the project manual (copy of list attached).
- 6. Drawings (not attached but incorporated by reference) consisting of 6 sheets with each sheet bearing the following general title: **2025 HMA CRACK AND JOINT SEALING Project**.
- 7. Addenda (numbers [number] to [number], inclusive).
- 8. Exhibits to this Agreement (enumerated as follows):
 - a. None
- 9. 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, Division 1: 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.
- B. 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: Heather Thomas, P.E.

(typed or printed)

Title:

Public Works Director

(typed or printed)

Address:

24 N. Center Street

Marshalltown, Iowa 50158

Phone: (641) 754-5734

Email: hthomas@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:

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>): 2025 HMA CRACK AND JOINT SEALING 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: _____
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, 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>): 2025 HMA CRACK AND JOINT SEALING PROJECT – Marshalltown, Iowa Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal _____ <i>(Full formal name of Contractor)</i> By: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____	Surety _____ <i>(Full formal name of Surety) (corporate seal)</i> By: _____ <i>(Signature)(Attach Power of Attorney)</i> Name: _____ <i>(Printed or typed)</i> Title: _____ Attest: _____ <i>(Signature)</i> Name: _____ <i>(Printed or typed)</i> Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

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

obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

- 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
- 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
- 16.1.4. A brief description of the labor, materials, or equipment furnished;
- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2.*Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3.*Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4.*Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5.*Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18. Modifications to this Bond are as follows: **"None"**

WARRANTY BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Insert address of Surety's principal place of business]
Owner Name: City of Marshalltown Address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Construction Contract Description (<i>name and location</i>): 2025 HMA CRACK AND JOINT SEALING 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
(Full formal name of Contractor)	(Full formal name of Surety) (corporate seal)
By: _____ (Signature)	By: _____ (Signature) (Attach Power of
Name: _____ (Printed or typed)	Name _____ (Printed or typed)
Title: _____	Title: _____
Attest: _____ (Signature)	Attest: _____ (Signature)
Name: _____ (Printed or typed)	Name _____ (Printed or typed)
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 two (2) years.**

NOTICE TO PROCEED

Owner:	City of Marshalltown	Owner's Project No.:	STR25003
Engineer:	City of Marshalltown	Engineer's Project No.:	STR25003
Contractor:		Contractor's Project No.:	
Project:	2025 HMA CRACK AND JOINT SEALING PROJECT		
Contract Name:	2025 HMA CRACK AND JOINT SEALING PROJECT		
Effective Date of Contract:	<ENTER DATE >		

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **ENTER DATE** pursuant to Section 1080,1.02 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

Before starting any Work at the Site, Contractor must comply with the following:

Traffic Control must be in place. Submittals shall be reviewed/returned.

Owner:	City of Marshalltown
By (signature):	
Name (printed):	Heather Thomas, PE
Title:	Public Works Director
Date Issued:	
Copy: Engineer	

CONTRACT CONDITIONS

GENERAL PROVISIONS AND COVENANTS

The General Provisions and Covenants for the contract provisions on this project are represented by the SUDAS Standard Specifications, Division 1, approved by the Board of Directors for the Iowa SUDAS Corporation.

SUPPLEMENTAL PROVISIONS AND COVENANTS

These Supplementary Provisions and Covenants amend or supplement Division 1: General Provisions and Covenants approved by the Board of Directors for the Iowa SUDAS Corporation subsequent to publication of the latest edition of the SUDAS Standard Specifications. They involve changes in the SUDAS Standard Specifications and apply only when specified in the contract documents. The General Conditions remain in full force and effect except as amended.

Specifications adopted by a Jurisdiction that involve changes to the SUDAS Standard Specifications are as follow:

Section 1040 – Scope of Work

1.06 INCREASE OR DECREASE OF WORK

Add the following new paragraphs immediately after Paragraph C:

D. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to five (5) percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

Section 1070 – Legal Relations and Responsibility to the Public

3.01 PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

Add the following subparagraphs to Paragraph C:

1. Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018) or other approved form. The warranty bond must be in a bond amount of **100 percent** of the final contract price for the first two (2) years. The warranty bond period will extend to a date **two (2) years** after Substantial Completion of the Work.
3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 3.01 of the General Conditions.

Section 1080 – Prosecution and Progress

1.07 WORK ON SUNDAYS OR LEGAL HOLIDAYS

Replace Paragraph A & B with:

- A. No Work shall be done on Holidays. Owner's legal holidays are: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.
- B. Such work as may be required to properly maintain or protect completed or partially completed construction, or to maintain lights and barricades, will be permitted on holidays without specific permission of the Engineer.
- C. Refer to plans for allowable working days/hours.

Section 1090 - Measurement and Payment

1.05 PROGRESS PAYMENTS

Add the following new Paragraph D:

- D. Contractor's Application for Progress Payment shall be prepared on the EJCDC C-620 form provided in the Contract Documents, or other approved form.

ADDITIONAL FORMS

CERTIFICATE OF SUBSTANTIAL COMPLETION

Owner: City of Marshalltown Owner's Project No.: STR25003

Engineer: City of Marshalltown Engineer's Project No.: STR25003

Contractor: Contractor's Project No.:

Project: 2025 HMA CRACK AND JOINT SEALING PROJECT

Contract Name: 2025 HMA CRACK AND JOINT SEALING PROJECT

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

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

[Describe the portion of the work for which Certificate of Substantial Completion is issued]

Date of Substantial Completion: **[Enter date, as determined by Engineer]**

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

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

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

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

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

[List amendments to Owner's Responsibilities]

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

[List amendments to Contractor's Responsibilities]

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

[List attachments such as punch list; other documents]

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

Engineer

By (*signature*): _____

Name (*printed*): _____

Title: _____

NOTICE OF ACCEPTABILITY OF WORK

Owner: City of Marshalltown Owner's Project No.: STR25003
Engineer: City of Marshalltown Engineer's Project No.: STR25003
Contractor: Contractor's Project No.:
Project: 2025 HMA CRACK AND JOINT SEALING PROJECT
Contract Name: 2025 HMA CRACK AND JOINT SEALING PROJECT
Notice Date: Effective Date of the Construction Contract:

The Engineer hereby gives notice to the Owner and Contractor that Engineer recommends final payment to Contractor, and that the Work furnished and performed by Contractor under the Construction Contract is acceptable, expressly subject to the provisions of the Construction Contract's Contract Documents ("Contract Documents") and of the Agreement between Owner and Engineer for Professional Services dated **[date of professional services agreement]** ("Owner-Engineer Agreement"). This Notice of Acceptability of Work (Notice) is made expressly subject to the following terms and conditions to which all who receive and rely on said Notice agree:

This Notice has been prepared with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.

This Notice reflects and is an expression of the Engineer's professional opinion.

This Notice has been prepared to the best of Engineer's knowledge, information, and belief as of the Notice Date.

This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's Work) under the Owner-Engineer Agreement, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Owner-Engineer Agreement.

This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Contract Documents, or to otherwise comply with the Contract Documents or the terms of any special guarantees specified therein.

This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

Engineer

By (*signature*): _____

Name (*printed*): _____

Title: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

Owner:	City of Marshalltown	Owner's Project No.:	STR25003
Engineer:	City of Marshalltown	Engineer's Project No.:	STR25003
Contractor:		Contractor's Project No.:	
Project:	2025 HMA CRACK AND JOINT SEALING PROJECT		
Contract:	2025 HMA CRACK AND JOINT SEALING PROJECT		
Application No.:		Application Date:	
Application Period:	From		to

1. Original Contract Price	\$	-
2. Net change by Change Orders	\$	-
3. Current Contract Price (Line 1 + Line 2)	\$	-
4. Total Work completed and materials stored to date	\$	
5. Retainage		
a. X \$ Work Completed	\$	
b. X \$ Stored Materials	\$	
c. Total Retainage (Line 5.a + Line 5.b)	\$	
6. Amount eligible to date (Line 4 - Line 5.c)	\$	
7. Less previous payments	\$	
8. Amount due this application (Line 6 – Line 7)	\$	
9. Balance to finish, including retainage (Line 3 - Line 7 – Line 8)	\$	

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

- (1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;
- (2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such liens, security interest, or encumbrances); and
- (3) All the Work covered by this Application for Payment is in accordance with the Contract Documents and is not defective.

Contractor: _____

Signature: _____ **Date:** _____

Recommended by Engineer

By: _____

Title: _____

Date: _____

Approved by Owner

By: _____

Title: _____

Date: _____

Notes:

Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	STR25003
Engineer:	City of Marshalltown	Engineer's Project No.:	STR25003
Contractor:		Contractor's Project No.:	
Project:	2025 HMA CRACK AND JOINT SEALING PROJECT		
Contract:	2025 HMA CRACK AND JOINT SEALING PROJECT		

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporated in the Work	Value of Work Completed to Date (E X G) (\$)				
Original Contract											
Original Contract Totals						\$	\$	\$	\$		\$

Progress Estimate - Unit Price Work

Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	STR25003
Engineer:	City of Marshalltown	Engineer's Project No.:	STR25003
Contractor:		Contractor's Project No.:	
Project:	2025 HMA CRACK AND JOINT SEALING PROJECT		
Contract:	2025 HMA CRACK AND JOINT SEALING PROJECT		

Application No.:		Application Period:	From		to		Application Date:	
-------------------------	--	----------------------------	-------------	--	-----------	--	--------------------------	--

A	B	C	D	E	F	G	H	I	J	K	L
Bid Item No.	Description	Contract Information				Work Completed		Materials Currently Stored (not in G) (\$)	Work Completed and Materials Stored to Date (H + I) (\$)	% of Value of Item (J / F) (%)	Balance to Finish (F - J) (\$)
		Item Quantity	Units	Unit Price (\$)	Value of Bid Item (C X E) (\$)	Estimated Quantity Incorporate d in the Work	Value of Work Completed to Date (E X G) (\$)				
Change Orders											

Contractor's Application for Payment

Owner:	City of Marshalltown	Owner's Project No.:	STR25003
Engineer:	City of Marshalltown	Engineer's Project No.:	STR25003
Contractor:		Contractor's Project No.:	
Project:	2025 HMA CRACK AND JOINT SEALING		
Contract:	2025 HMA CRACK AND JOINT SEALING PROJECT		

Application No.: _____ Application Period: From _____ to _____ Application Date: _____

[illegible]

CHANGE ORDER NO.: [#]

Owner: City of Marshalltown Owner's Project No.: STR25003
Engineer: City of Marshalltown Engineer's Project No.: STR25003
Contractor: Contractor's Project No.:
Project: 2025 HMA CRACK AND JOINT SEALING PROJECT
Contract Name: 2025 HMA CRACK AND JOINT SEALING PROJECT
Date Issued: Effective Date of Change Order:

The Contract is modified as follows upon execution of this Change Order:

Description:

[Description of the change]

Attachments:

[List documents related to the change]

Change in Contract Price	Change in Contract Times [State Contract Times as either a specific date or a number of days]
Original Contract Price: \$ _____	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. [Number of previous Change Order] : \$ _____	[Increase] [Decrease] from previously approved Change Orders No.1 to No. [Number of previous Change Order] : Substantial Completion: _____ Ready for final payment: _____
Contract Price prior to this Change Order: \$ _____	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____
[Increase] [Decrease] this Change Order: \$ _____	[Increase] [Decrease] this Change Order: Substantial Completion: _____ Ready for final payment: _____
Contract Price incorporating this Change Order: \$ _____	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____

Contractor:	
Signature: _____	Date: _____
Recommended by Engineer	Approved by Owner
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____
Notes:	

FIELD ORDER NO.: [FO#]

Owner:	City of Marshalltown	Owner's Project No.:	STR25003
Engineer:	City of Marshalltown	Engineer's Project No.:	STR25003
Contractor:		Contractor's Project No.:	
Project:	2025 HMA CRACK AND JOINT SEALING PROJECT		
Contract Name:	2025 HMA CRACK AND JOINT SEALING PROJECT		
Date Issued:		Effective Date of Field Order:	

Contractor is hereby directed to promptly perform the Work described in this Field Order, issued in accordance with Paragraph 11.04 of the General Conditions, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit a Change Proposal before proceeding with this Work.

Reference:

Specification Section(s):

Drawing(s) / Details (s):

Description:

[Description of the change to the Work]

Attachments:

[List documents supporting change]

Issued by Engineer

By: _____

Title: _____

Date: _____

PERMITTING

The City of Marshalltown will not require the Contractor to obtain a city Work within ROW permit.

Iowa DOT is the jurisdiction responsible for Highway 14, through Marshalltown. None of the proposed crack/joint sealing is located on Highway 14 requiring Iowa DOT permits/permission.

IOWA DOT STANDARD SPECIFICATIONS

PLEASE REFER TO THE GOVERNING IOWA DEPARTMENT OF TRANSPORTATION SPECIFICATIONS, MATERIAL I.M.s AND STANDARD ROAD PLANS AVAILABLE AT THE ELECTRONIC REFERENCE LIBRARY @

https://erl.iowadot.gov/?_gl=1*1uq4kf1*_gcl_au*MzM3ODU0ODc5LjE3NTIxNzg5MjI.

Marshalltown Supplementary Specifications shall not apply to the work associated with this project.

OPINION OF PROBABLE CONSTRUCTION COST

2025 HMA CRACK AND JOINT SEALING PROJECT

STR23003

City of Marshalltown, Iowa

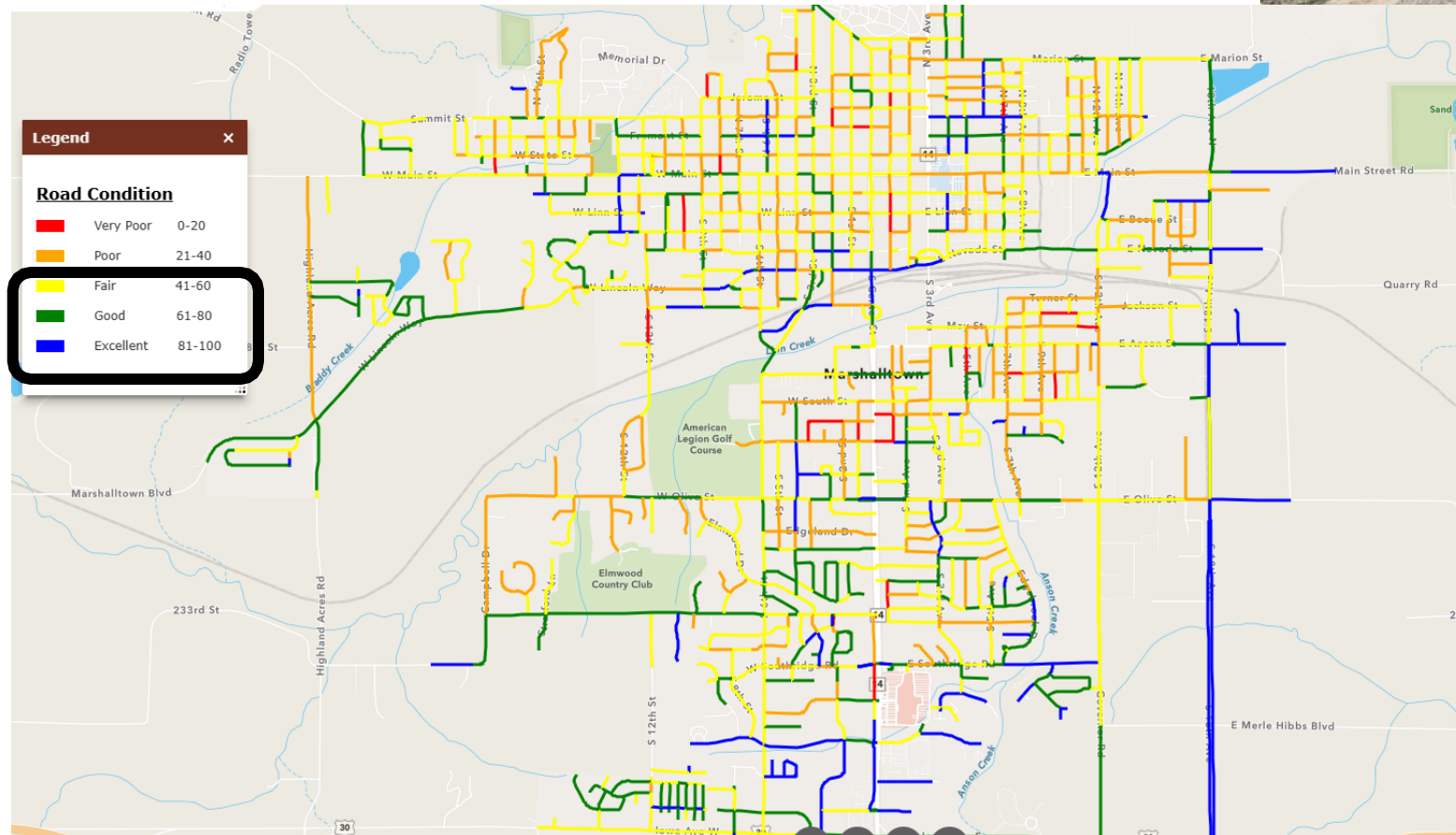


MARSHALLTOWN
MORE THAN EVER

ITEM NO.	ITEM DESCRIPTION	ESTIMATED QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Cleaning and Filling Cracks (Pavement Maintenance)	39.55	MILE	\$ 5,000.00	\$ 197,750.00
2	Hot Mix Asphalt for Crack Filling (ST Intermediate, 1/2", PG 64-22 S)	7.0	TON	\$ 1,500.00	\$ 10,500.00
3	Filler Material (HMA Surfaces)	17,786.0	GAL	\$ 4.25	\$ 75,590.50
4	Traffic Control	1.0	LS	\$ 25,000.00	\$ 25,000.00
5	Flaggers	4.0	EA	\$ 575.00	\$ 2,300.00
6	Mobilization	1.0	LS	\$ 43,859.50	\$ 43,859.50
	Total Construction Bid				\$ 355,000.00
	Contingency				\$ 35,000.00
	Project Total w/Contingency				\$ 390,000.00

2025 HMA CRACK & JOINT SEALING

PROJECT NO. STR25003



Public Hearing
August 25, 2025
City Council Meeting

Project Details

- Opinion of Probable Construction Costs:

- \$355,000 Base Bid
- Allow \$35,000 Contingency
- Budget \$390,000



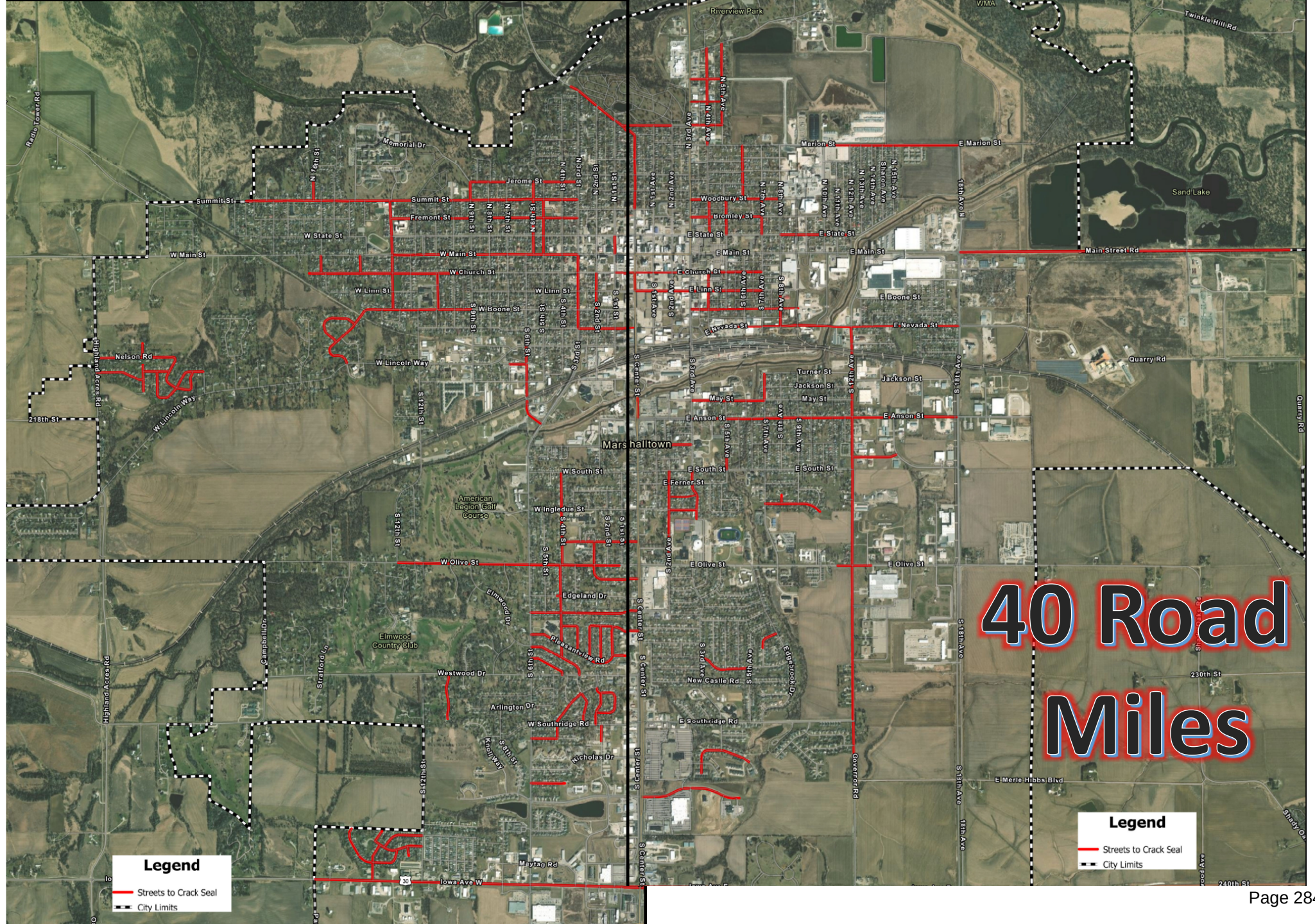
- Proactive Contact with 8 Contractors performing this work
- Two-way / open communication, will result in 1 Addendum

- Bids Due September 3rd (10:00 AM)
- Bids Considered @ September 8th Council Meeting



- Substantial completion on or before June 26th, 2026.
- Full completion on or before August 28th, 2026.

- Impacts to Traffic – Done with moving operations traffic control on most streets. We have required flaggers on certain sections of Iowa Ave West, Lincoln Way, W Olive St, and S 12th Ave/Governor Rd



Legend

- Streets to Crack Seal
- City Limits

Legend

- Streets to Crack Seal
- City Limits

40 Road
Miles



MARSHALLTOWN
MORE THAN EVER

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

To: Mayor and City Council
From: Christopher Jones, Police Chief
Meeting Date: August 25, 2025
Re: Ordinance 15110 to Amend the Code of Ordinances, City of Marshalltown, Iowa by Amending Chapter 73: Recreational Vehicles, Bicycles and Skateboards, and Associated Code References - Second Reading

Strategic Plan Objective:

Continually improve and sustain the City's infrastructure, organization, and services.

Recommended:

Staff recommends changes and updates to the Marshalltown ordinance that defines and regulates the use of bicycles and skateboards.

Budget Impact:

N/A

Description/Background:

With contemporary improvements in wheeled recreational transportation, city staff are recommending changes to the City's ordinance governing bicycles, skateboards, and similar wheeled devices to clarify definitions for the public and enhance enforcement of wheeled transportation regulations. Within the proposed new ordinance, bicycles, skateboards, and wheeled devices are more clearly defined. The ordinance also stipulated the maximum capacities, separating small motorized electric devices from motorized transportation designed to be licensed and operated only on roadways.

Second Reading: The council recommended adding all recreational courts to the list of prohibited uses, rather than just tennis courts, as stated in the existing code. This change was made to Section 73.017, Prohibited Use.

Attachments:

1. 2025-08-25_ORD 15110_Amend CH 73 Recreational Vehicles-Bicycles and Skateboards
2. 2025-08-25_ORD 15110_Amend CH 73 Recreational Vehicles-Bicycles and Skateboards_Markup

ORDINANCE 15110

**ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF
MARSHALLTOWN, IOWA BY AMENDING CHAPTER 73: RECREATIONAL
VEHICLES FOR BICYCLES AND SKATEBOARDS, AND ASSOCIATED CODE
REFERENCES**

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

Section 1. The Code of Ordinances, City of Marshalltown Chapter 73 subchapter titled “Bicycles” shall be repealed and replaced with the following:

BICYCLES AND SKATEBOARDS

§ 73.015 DEFINITIONS.

BICYCLE (OR OTHER LIKE INSTRUMENT). Any instrument containing handlebars and/or a seat either powered by the force of the rider or with a motor having a displacement no greater than 50 cubic centimeters or output not to exceed 750 watts or not capable of operating at a speed in excess of 28 mph on level ground unassisted by human power. Any ordinance specifically applying to motorized bicycles shall apply to bicycles equipped with a motor as defined above.

SKATEBOARD (OR OTHER LIKE INSTRUMENT). Any instrument used to transport a person by means of wheel(s) or roller(s) not containing handlebars or a seat with an output not to exceed 750 watts or not capable of operating at a speed in excess of 28 mph on level ground unassisted by human power.

BUSINESS DISTRICT. For the purposes of this subchapter only, the business district includes the following streets: Main Street from 2nd Street to 3rd Avenue; 2nd Street from State Street to Church Street; 1st Street from State Street to Church Street; Center Street from State Street to Church Street; 1st Avenue from State Street to Church Street; 2nd Avenue from State Street to Church Street.

PUBLIC PLACE. Alleys, parking lots, buildings owned or occupied by the City, the Iowa Veterans Home, and terraces or parkades adjacent to roadways.

§ 73.016 OBSERVING TRAFFIC LAWS.

Every person, including peace officers, riding a bicycle upon any street, alley or sidewalk within the city shall observe and obey the traffic laws and traffic signals of the city and of the state, so far as the laws and signals apply to the riding of bicycles and, specifically and without limitations, shall include traffic rules relating to traffic lights and highway stop signs, and every such person riding a bicycle must signal any change of direction in the course of travel and must travel on the right-hand side of the center of the street and shall not turn to the right or left in traffic, except at the regular street intersections and shall not weave in and out of the line of traffic.

§ 73.017 PROHIBITED USE.

It shall be unlawful for any person to ride any bicycle or skateboard, at any time, on a public sidewalk in any business district of the city with the exception of a bike lane.

- (A) It shall be unlawful to drive, propel, or ride a bicycle, skateboard, or a similar wheeled contrivance upon any recreational sports court or playground surfacing owned by the public or dedicated to public use.
- (B) No person shall use, operate or permit the use or operation of any skateboard or like instrument on any street in the city or at the Iowa Veterans Home with the exception of a bike lane.

§ 73.018 EQUIPMENT REQUIRED.

- (A) It shall be unlawful for any person to ride or operate a bicycle within the city limits without having the bicycle properly equipped with workable and safe brakes.
- (B) Every bicycle shall be equipped with a lamp on the front exhibiting a white light, at the times specified in I.C.A. § 321.384, visible from a distance of at least 300 feet to the front and with a lamp on the rear exhibiting a red light visible from a distance of 300 feet to the rear; except that, a red reflector may be used in lieu of a rear light. A peace officer riding a police bicycle is not required to use either front or rear lamps if duty so requires.

Penalty, see § 73.999

§ 73.019 PROPER USE OF A BICYCLE OR SKATEBOARD.

- (A) A person propelling a bicycle on the highway shall not ride other than upon or astride a permanent and regular seat attached to the bicycle if equipped.
- (B) A person shall not use a bicycle on the highway to carry more persons at one time than the number of persons for which the bicycle is designed and equipped.
- (C) This section does not apply to the use of a bicycle in a parade authorized by proper permit from local authorities.
- (D) Any person who shall use, operate or permit to be used or operated any such skateboard or like instrument shall do so in a careful and prudent manner and not in a manner so as to cause or be likely to cause danger or injury to any person or property.
- (E) The user or passenger of any such skateboard or like instrument shall give the right-of-way to any pedestrian, motor vehicle or any other user of the sidewalk or public place and shall not interfere with the proper use of any sidewalk or public place by any other person.

Section 2. The Code of Ordinances, City of Marshalltown sections 130.005 and 130.006 are hereby repealed.

Section 3. The Code of Ordinances, City of Marshalltown section 70.001 definition for “Motorized Bicycle or Motor Bicycle” is hereby repealed and replaced with the following:

BICYCLE (OR OTHER LIKE INSTRUMENT). Any instrument containing handlebars and/or a seat either powered by the force of the rider or with a motor having a displacement no greater than 50 cubic centimeters or output not to exceed 750 watts or not capable of operating at a speed in excess of 28 mph on level ground unassisted by human power. Any ordinance specifically applying to motorized bicycles shall apply to bicycles equipped with a motor as defined above.

Section 4. The Code of Ordinances of the City of Marshalltown section 71.092 Motor Vehicle Licenses is hereby repealed to remove reference to “motor scooters and motorized bicycles” and replaced with the following:

- (A) Operators of all motor vehicles operated on the public streets are required to be properly licensed in accordance with the Code of Iowa, except:
- (1) Motorized wheel chairs, three- or four-wheel, may be operated for the purpose of transporting the disabled;
 - (2) Lawn mowers operated for the purpose of mowing the grass may use the public street to take the most direct route from one residence to another;
 - (3) Farm equipment may be operated for the purpose of agriculture; and
 - (4) Golf cars may be operated and licensed as provided in Chapter 73 Recreational Vehicles.
- (B) The operation of all motorized vehicles is prohibited on public sidewalks with the exception of motorized wheel chairs, three or four wheels, may operate on a public sidewalk for the purpose of transporting the disabled.
- (C) All motor vehicles operated on the public streets must be properly licensed and insured in accordance with the Code of Iowa.

Section 5. The Code of Ordinances of the City of Marshalltown is hereby amended and all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 6. 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 7. This ordinance shall be in 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

ORDINANCE 15110

ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 73: RECREATIONAL VEHICLES FOR BICYCLES AND SKATEBOARDS, AND ASSOCIATED CODE REFERENCES

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

Section 1. The Code of Ordinances, City of Marshalltown Chapter 73 subchapter titled “Bicycles” shall be repealed and replaced with the following:

BICYCLES AND SKATEBOARDS

§ 73.015 DEFINITIONS.

BICYCLE (OR OTHER LIKE INSTRUMENT). Any instrument containing handlebars and/or a seat either powered by the force of the rider or with a motor having a displacement no greater than 50 cubic centimeters or output not to exceed 750 watts or not capable of operating at a speed in excess of 28 mph on level ground unassisted by human power. Any ordinance specifically applying to motorized bicycles shall apply to bicycles equipped with a motor as defined above.

SKATEBOARD (OR OTHER LIKE INSTRUMENT). Any instrument used to transport a person by means of wheel(s) or roller(s) not containing handlebars or a seat with an output not to exceed 750 watts or not capable of operating at a speed in excess of 28 mph on level ground unassisted by human power.

BUSINESS DISTRICT. For the purposes of this subchapter only, the business district includes the following streets: Main Street from 2nd Street to 3rd Avenue; 2nd Street from State Street to Church Street; 1st Street from State Street to Church Street; Center Street from State Street to Church Street; 1st Avenue from State Street to Church Street; 2nd Avenue from State Street to Church Street.

PUBLIC PLACE. Alleys, parking lots, buildings owned or occupied by the City, the Iowa Veterans Home, and terraces or parkades adjacent to roadways.

§ 73.016 OBSERVING TRAFFIC LAWS.

Every person, including peace officers, riding a bicycle upon any street, alley or sidewalk within the city shall observe and obey the traffic laws and traffic signals of the city and of the state, so far as the laws and signals apply to the riding of bicycles and, specifically and without limitations, shall include traffic rules relating to traffic lights and highway stop signs, and every such person riding a bicycle must signal any change of direction in the course of travel and must travel on the right-hand side of the center of the street and shall not turn to the right or left in traffic, except at the regular street intersections and shall not weave in and out of the line of traffic.

§ 73.017 PROHIBITED USE.

It shall be unlawful for any person to ride any bicycle or skateboard, at any time, on a public sidewalk in any business district of the city with the exception of a bike lane.

- (A) It shall be unlawful to drive, propel, or ride a bicycle, skateboard, or a similar wheeled contrivance upon any ~~tennis~~recreational sports court or playground surfacing owned by the public or dedicated to public use.
- (B) No person shall use, operate or permit the use or operation of any skateboard or like instrument on any street in the city or at the Iowa Veterans Home with the exception of a bike lane.

§ 73.018 EQUIPMENT REQUIRED.

- (A) It shall be unlawful for any person to ride or operate a bicycle within the city limits without having the bicycle properly equipped with workable and safe brakes.
- (B) Every bicycle shall be equipped with a lamp on the front exhibiting a white light, at the times specified in I.C.A. § 321.384, visible from a distance of at least 300 feet to the front and with a lamp on the rear exhibiting a red light visible from a distance of 300 feet to the rear; except that, a red reflector may be used in lieu of a rear light. A peace officer riding a police bicycle is not required to use either front or rear lamps if duty so requires.

Penalty, see § 73.999

§ 73.019 PROPER USE OF A BICYCLE OR SKATEBOARD.

- (A) A person propelling a bicycle on the highway shall not ride other than upon or astride a permanent and regular seat attached to the bicycle if equipped.
- (B) A person shall not use a bicycle on the highway to carry more persons at one time than the number of persons for which the bicycle is designed and equipped.
- (C) This section does not apply to the use of a bicycle in a parade authorized by proper permit from local authorities.
- (D) Any person who shall use, operate or permit to be used or operated any such skateboard or like instrument shall do so in a careful and prudent manner and not in a manner so as to cause or be likely to cause danger or injury to any person or property.
- (E) The user or passenger of any such skateboard or like instrument shall give the right-of-way to any pedestrian, motor vehicle or any other user of the sidewalk or public place and shall not interfere with the proper use of any sidewalk or public place by any other person.

Section 2. The Code of Ordinances, City of Marshalltown sections 130.005 and 130.006 are hereby repealed.

Section 3. The Code of Ordinances, City of Marshalltown section 70.001 definition for “Motorized Bicycle or Motor Bicycle” is hereby repealed and replaced with the following:

BICYCLE (OR OTHER LIKE INSTRUMENT). Any instrument containing handlebars and/or a seat either powered by the force of the rider or with a motor having a displacement no greater than 50 cubic centimeters or output not to exceed 750 watts or not capable of operating at a speed in excess of 28 mph on level ground unassisted by human power. Any ordinance specifically applying to motorized bicycles shall apply to bicycles equipped with a motor as defined above.

Section 4. The Code of Ordinances of the City of Marshalltown section 71.092 Motor Vehicle Licenses is hereby repealed to remove reference to “motor scooters and motorized bicycles” and replaced with the following:

- (A) Operators of all motor vehicles operated on the public streets are required to be properly licensed in accordance with the Code of Iowa, except:
 - (1) Motorized wheel chairs, three- or four-wheel, may be operated for the purpose of transporting the disabled;
 - (2) Lawn mowers operated for the purpose of mowing the grass may use the public street to take the most direct route from one residence to another;
 - (3) Farm equipment may be operated for the purpose of agriculture; and
 - (4) Golf cars may be operated and licensed as provided in Chapter 73 Recreational Vehicles.
- (B) The operation of all motorized vehicles is prohibited on public sidewalks with the exception of motorized wheel chairs, three or four wheels, may operate on a public sidewalk for the purpose of transporting the disabled.
- (C) All motor vehicles operated on the public streets must be properly licensed and insured in accordance with the Code of Iowa.

Section 5. The Code of Ordinances of the City of Marshalltown is hereby amended and all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 6. 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 7. This ordinance shall be in 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



**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, Heather Thomas, Public Works Director
Meeting Date: August 25, 2025
Re: Storm Sewer Dispute at 1001 May Street

Strategic Plan Objective:

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

Recommended:

City staff recommends maintaining the current position that this is a private stormwater line and declining to invest additional time and public funds into the matter. However, due to the continued interest of the property owner and the involvement of elected officials, Council direction is requested on how to proceed.

Budget Impact:

To be determined based on council direction.

Description/Background:

City staff received a request from a Council member to discuss a storm water / sidewalk issue located at 1001 May Street. In this area, sidewalk has failed and continues to fail more as a result of a privately installed storm sewer pipe that has failed below it. A formal notice to repair was both delivered and sent to the property owner on July 18th with compliance date of August 22nd, 2025 (attached).

Recent City Action –

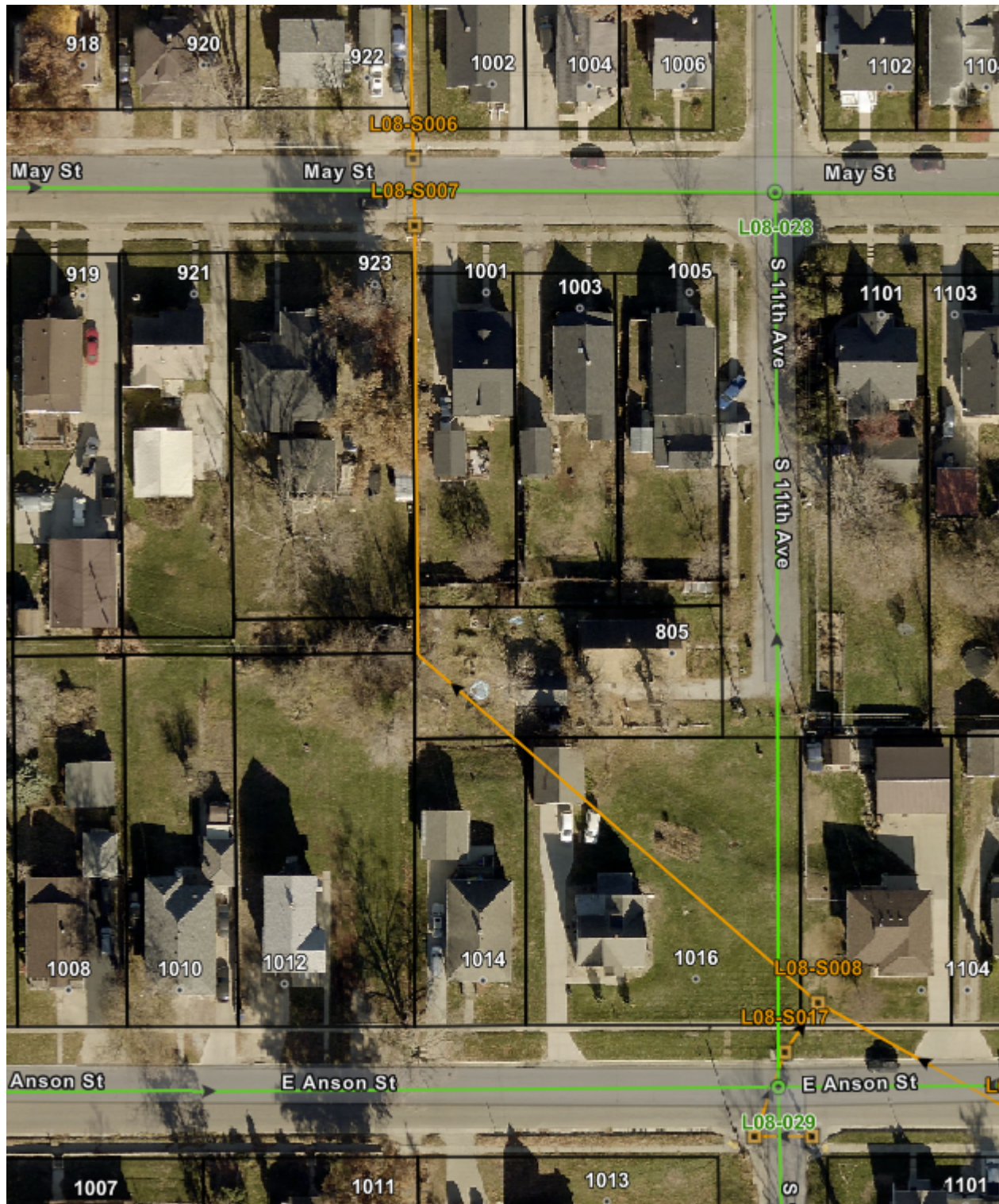
- Council member Ladehoff contacted PWD Thomas on June 27th with a message that he had received from the property owner at 1001 May St, Kim Barber. Barber indicated to Ladehoff that she needed “in the schedule asap” as recent storm water has caused a piece of concrete to sink an additional 4-inches and now backing up onto her driveway. Thomas responded to Ladehoff and Administrator Webb that at this point, the storm pipe and sidewalk are all privately owned and not the responsibility of the city as past efforts that the city had invested significant time, cost, and energy to establish a storm water easement in this area had been stopped by Barber and noted that staffing

shortages and other infrastructure priorities were where Thomas would focus her attention. However, if Ladehoff wanted to discuss reprioritizing, please contact Webb. Additional historical background was provided in subsequent emails and ultimately, Ladehoff let Webb and Thomas know that he had notified Barber that it was her responsibility on June 30th.

- On July 14th, Thomas discussed with Ladehoff and determined that in order to resolve the issue for the time being, that Thomas would send a formal notice ordering repair; therefore, if Barber did not address, the city could do or hire a repair and bill the property owner to address the concern. This would resolve the immediate safety concern.
- Over the past month, Thomas has also been contacted by two properties in the neighborhood with concerns on this hole. Updates were provided to them on the current action the city is taking. The hole has grown in size that it has compromised the sidewalk owned by 923 May St, who Thomas has been in contact with. The property owner at 923 May St will repair/replace their sidewalk once the pipe/adjacent sidewalk is fixed.

Historical Background –

- There is a section of storm sewer that runs through private property not adjacent to any current road or alley right-of-way between Anson St and May Street, west of what would be the extension of S 11th Ave and east of S 10th Ave. The city has no city records of its installation or exact alignment; however, has observed and confirmed its connections to parts of the public storm sewer system. It is believed to run under a garage at 1016 E Anson St, parallel and adjacent to another garage at 1001 May St, under or near adjacent to fencing between 923 and 1001 May St that was installed by 1001 May St, and under overhead utilities.



- City records indicate some discussion was had in approximately 2001 regarding this pipe as it connects to public storm sewer both up and downstream. There was a section that deteriorated and was noted to need to be repaired or replaced at that time.
- In early 2000s, The city conducted investigation on the line and determined the

southern portion of it to be formed with concrete and the northern ~150-ft portion to be CMP that was deteriorated.

- In 2004 & 2005, discussion with property owners at the time, the City learned from owners of 805 S 11th Avenue that he was a kid when his dad got together with several neighbors to construct an underground drainage system some 50 years ago in this area. He indicated that his dad had built a concrete form to pour sections of pipe and he had helped his dad put the pipe in along the southern stretch. When they had installed their section, they gave the form to their neighbors at 1001 May St, but wasn't sure what had happened since then. From investigation into the pipe, it appears the owners installed a CMP section in lieu of utilizing the form that was used further to the south.
- Records indicate there was an old section of alley that was vacated in 1946 that became part of 923 May St without retaining any city easements; however, based on accounts of the owners of 805 S 11th Ave, the storm pipes may have been installed after that vacation and on property at 1001 May St.
- In 2004, Water Pollution Control Director Fields prepared a bill of materials to replace the CMP section of the pipe that was in poor condition, met with the PWD and CA, and indicated the City would be willing to take over the ownership, repair, and maintenance of this pipe if easements would be signed by all parties. It was specifically noted that the City was not responsible for any issues or problems caused by the Old Storm Sewer that was privately installed and owned by private and in some cases previous owners.
- In 2005, the Engineering Division prepared easements for the properties and additional discussions were had as well as attempts to get signed easements.
 1. 805 S 11th Ave – Property owner signed a temporary construction easement to allow for connection of new pipe to their concrete pipe at the edge of their property and 1001 May St; however, property owner maintained that the pipe was not a public pipe and they did not want to turn ownership over to the city – if it needed to be repaired, they would make the repairs.
 2. 923 May St Easements, both temp and permanent were signed in October 2005. The permanent easement was needed to allow trenching operations; however, the pipe itself is believed to be on 1001 May St.
 3. 1001 May St – City met multiple times with Mrs Green (Kim Barber's Mom and previous owner of property) and Kim Barber. They were unwilling to sign and wanted their attorney to review. In November 2005, they indicated they had given the easements to Kevin O'hare, their attorney. Multiple follow-ups did not result in a returned signed easement.
 4. 1014 & 1016 E Anson St – Unsure, I don't see notes in the files on these properties.
- WPC Director Fields made a note in the file that none of the easements were recorded due to the unwillingness of the property owner at 1001 May St to sign the easement and no work was performed.
- In 2009, additional correspondence was had internally with WPC Director Field, PWD Director Hierstein, and Engineering Staff and a note in the file indicated Kim Barber's attorney recommended to her not to sign any easements due to the clause about the

city not taking any liability for any damage caused by privately installed storm sewer.

- In May 2023, the property owner at 923 May St contacted PWD Thomas regarding a small sink hole on the back edge of sidewalk of 1001 May St. Thomas made a site visit and met with the Property Owner and started to understand from comments made that there was some history to this issue. Kim Barber happened to be home during the time Thomas made the site visit and made comment in regards to her not being responsible for fence damage, which Thomas didn't understand at the time on-site.
- During research and discussion with coworkers, it was reported that at least two city sewer staff members and former PWD Nickels had approached Kim Barber with easement documents since the 2005 timeframe, each time resulted in a refusal to sign. The property owner at 923, Mr. Himes, is the same property owner that signed easements in 2005 and was aware that Kim Barber had refused to sign easements when Thomas stopped in 2023. There was some discussion following this that maybe Kim Barber would sign. However, after further discussions - understood that she remained that she was not responsible for damage and that clause is what Kim Barber was held up on regarding the previously requested easement. A picture from 2018, indicate that may be one of the additional communication attempts.

In summary, the City has consistently maintained that this storm sewer is a private line. It was not installed by the City, there is no recorded easement, and records dating back to 2001 indicate that the property owner and surrounding neighbors installed this infrastructure independently. Several attempts have been made over the years to gain easements and assume responsibility for the infrastructure, but one or more property owners—most notably the current complainant—refused to sign the necessary agreements due to concerns about liability for existing damage.

Despite this history, the property owner now contends the line is public due to its connection to the City's stormwater system and is requesting that the City conduct and fund the needed repairs.

City's Position

- The city has no record of installing the line or accepting it for maintenance and has received information from property owners that the line was installed as a private storm sewer.
- The city has made multiple unsuccessful attempts over the last two decades to obtain an easement in order to assume responsibility of future maintenance while protecting itself from liability to damages caused by storm sewer failure or repairs.
- Legal notice was sent to the property owner on July 18, 2025, under City Code Section 57.037 and Iowa Code Section 364.12, requiring the repair of the sidewalk and the underlying cause. The letter outlines that this is the responsibility of the abutting property owner.

Given the long-standing nature of this issue, and the property owner's ongoing assertions, staff seeks policy direction from the Council on whether to:

- Maintain the current position that the line is private and that all repairs are the responsibility of the property owner.
- Reopen discussions about accepting the line as public infrastructure contingent upon executed easements and release of liability.
- Direct staff to pursue another resolution, including cost-sharing or conditional repair.

Note on repair costs.

- The repair costs will vary depending on the extent of the repair which may be limited to just addressing the immediate point of failure / concern at the sidewalk or addressing the approximately 150-ft of CMP storm sewer that was reported in early 2000s as deteriorated.
- Looking at just the storm sewer and not accounting for costs associated with any sidewalk restoration or fence impacts, recent storm sewer repair works the city has hired out runs about \$445/hour which includes 3 laborers and a small excavator in addition to material costs, which runs about \$500 for an 8-ft piece of concrete pipe. Hypothetically, if the city hired a repair from the intake to behind the sidewalk that could be done with two sections of pipe in one-day, costs could be around \$4,500.
- For storm sewer only costs if the 150-ft section of pipe was addressed, costs would likely be approaching \$25,000 which would trigger requiring performance/payment bonds per city policy.
- The easements that were signed in 2005 were never filed, the electronic scans are no longer legible, and voided by 2009. City staff, attorney, and possibly a land surveyor's time and costs would be needed to establish any sort of legal easement moving forward.

Attachments:

1. MAILED 25 07 18_Notice_1001 May St

MARSHALLTOWN

— I O W A —

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

July 18, 2025

To: Kim Barber

Reference: Failed Sidewalk over Private Storm Sewer – 1001 May Street
(PIN 8418-36-331-010)

YOU ARE HEREBY NOTIFIED, pursuant to the authority of the City of Marshalltown Ordinance Section 57.037, to repair your sidewalk. It has been determined that the sidewalks abutting property owned by you at the above location are in a defective condition as follows due to being broken, missing, and with deteriorated sections of sidewalk.

The city has had numerous discussions with you since 2001 regarding private storm pipework in this area that is privately owned and records indicate your unwillingness to sign past attempts for resolution and easements. This is your right as the property owner. The private storm pipework failure has resulted in defective sidewalk that is in violation of our Ordinance and has been like this for several years. Based on discussions with Councilor Ladehoff, we understand he verbally notified you on June 30th, 2025 that the city has discontinued further conversation and attempts to resolve and of your responsibility to repair the sidewalk and any underlying cause. Protection of the public from the safety concern is your responsibility as the adjoining property owner responsible for the repair. The city takes no liability in temporary pedestrian traffic controls placed by the city. Please provide for pedestrian traffic control and notify the city so our controls can be picked up.

YOU ARE HEREBY NOTIFIED, that under the provisions of Iowa Code Section 364.12, you have until August 22nd, 2025, to reconstruct the defective sidewalk and cause, or the City shall cause such work to be done and bill you for the work. If you do not pay the bill within sixty (60) days from the billing date, the City may assess the costs against the abutting property for collection in the same manner as a property tax. This work is required to be done by a properly bonded private contractor or may be done by the owner if approved by the Public Works Director and a bond is secured to perform work in the public right of way. Permits and bonding for said work must be acquired prior to performing any work and can be acquired through the Public Works Department at (641)-754-5734 or pw-permit@marshalltown-ia.gov.

Sincerely,

Heather Thomas, PE
Public Works Director
City of Marshalltown

Attachment - Over: Photos

CITY COUNCIL

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





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CITY COUNCIL

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





**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: August 25, 2025
Re: Project Update and Request for Funding - 20 East Main Street

Strategic Plan Objective:

This project directly supports the City's Strategic Plan by promoting downtown revitalization and economic development. Redevelopment of 20 E. Main advances the reuse of a long-vacant property, encourages private investment in the downtown district, and supports small business growth and entrepreneurship. It also enhances the structural integrity of a prominent Main Street building while contributing to the vibrancy, safety, and walkability of downtown Marshalltown.

Recommended:

Staff recommends that the City Council provide direction on whether to advance the project prior to the release of Brownfield DNR grant funds. Specifically, Council should determine if the City will:

1. Wait for grant approval before proceeding, which preserves eligibility for reimbursement but delays transfer of the property. Staff cannot provide a timeline for when grant approval will occur, as the DNR continues to say to check back in a few weeks, or
2. Advance the project now by funding asbestos abatement, water restoration, and temporary structural shoring through either Local Option Sales Tax Fund or Water Pollution Control Fund, with the understanding that these costs will not be reimbursed by the grant.

Staff requests authorization for expenditures of up to \$50,000 to account for unforeseen expenses that continue to arise during this process.

Budget Impact:

In order to prepare 20 E. Main for transfer to the Curtises, the City must address several immediate costs:

1. **Asbestos Abatement** – EPS, identified as the lowest responsible bidder, submitted an

estimate of \$18,271 for asbestos removal.

2. **Temporary Shoring of Mezzanine (for Abatement)** – Required to stabilize the mezzanine so asbestos removal can safely occur there, based on findings of the structural engineer’s report. Estimated Cost: \$5,000–\$7,000.
3. **Temporary Structural Shoring (2nd Floor Access)** – Required to cut a safe access hole in the ceiling of the first floor/floor of the second story. This will allow a lift to be used for asbestos abatement on the 2nd floor without relying on neighboring building access. Estimated Cost: \$5,000–\$7,000.
4. **Water Service Restoration & Pipe Repairs** – Water must be restored to the building for abatement. Leaking pipes are expected once the system is re-pressurized. Estimated Cost: \$3,000–\$5,000 (ballpark).
5. **Power for Abatement** – A generator will be used to supply temporary power. Estimated Cost: Minimal (included in abatement contractor’s bid).

Total Estimated City Obligation: \$31,271–\$37,271.

The following options are available for covering the City’s costs associated with preparing 20 E. Main for transfer:

1. **Direct Payment from LOST** (Local Option Sales Tax) – Expenses could be paid directly from LOST with no expectation of repayment. This would not require repayment but would permanently reduce LOST funds available for other projects.
2. **Borrow from LOST** – The City could temporarily loan funds from LOST to cover expenses. This would require a budget amendment or interfund loan resolution, with repayment scheduled from future bond proceeds..
3. **Borrow from the Water Pollution Control Enterprise Utility**– The City could temporarily loan funds from the Water Pollution Control Enterprise Utility. This would require Council approval for an interfund loan resolution, with repayment scheduled from future bond proceeds.

To ensure adequate funding as unforeseen expenses continue to arise during the process, staff is requesting approval for expenditures of up to \$50,000.

Note: If the City proceeds before Brownfield DNR funds are released, none of these expenses will be eligible for reimbursement by the grant.

Description/Background:

20 E. Main Street is a long-vacant commercial property in downtown Marshalltown, acquired by the City in 2023 through the 657A abandoned building process due to deterioration and safety concerns. Given its prominent location, the property was identified as a priority for redevelopment.

The City issued an RFP seeking qualified developers and received one proposal from Phillip and Elisabeth Curtis of InStitches, a well-established local embroidery and engraving business. Their redevelopment plan includes renovating the first floor for retail and production space, with future use of the second floor depending on structural feasibility. The Curtises have expressed interest in retaining the existing mezzanine; however, a structural engineering report concluded that the mezzanine is unsafe for occupancy in its current state and would require complete reconstruction to meet code standards for office use. Storage use is not permitted.

City staff have taken several preparatory steps, including asbestos testing, obtaining contractor quotes for abatement, securing structural engineering review of the mezzanine, and applying for a Brownfield DNR grant to help offset asbestos removal costs. The grant would cover up to 75% of eligible costs (maximum \$25,000), but funding has stalled because the U.S. EPA has not released federal Brownfield funds for FY26.

In order to proceed with transfer of the property, the City must first address asbestos abatement, temporary structural shoring to allow second-floor access for removal, and water service restoration with anticipated pipe repairs. Because the mezzanine is not structurally sound, it must also be temporarily shored up to allow safe removal of asbestos from that level. These items are City obligations that must be completed before the Curtises can assume responsibility for the building's long-term redevelopment.

To guide and track progress, staff recommends establishing the following SMART goals (Specific, Measurable, Achievable, Relevant, and Time-bound) as project objectives and performance benchmarks:

- Transfer the property to the Curtises within 6 months of completing asbestos abatement and shoring.
- Begin first-floor construction within 6 months of property transfer, with substantial completion within 24 months.
- Ensure the first floor is fully code-compliant and suitable for retail and production use at completion.
- Provide written progress updates from the Curtises every 6 months until redevelopment is complete.
- Complete redevelopment of the upper story within 5 years of property transfer,

consistent with phased development plans.

Attachments:

1. Curtis_InStitches RFP Response
2. 20 E Main Property Photos
3. IS Report - 20 E Main Marshalltown Mezzanine
4. EPS Iowa Quote - Marshalltown - 20 E Main 4-29-25
5. DNR Brownfield Request Mel_Pins_20_E_Main 6.25.25

To Whom It May Concern,

I am writing to express our strong interest in the property located at 20 East Main Street for the expansion of our business, In Stitches. As proprietors of a successful custom embroidery and laser engraving shop, we have been exploring opportunities to further enhance our offerings and establish a larger building that aligns with our vision for creative expression and community engagement.

Having conducted thorough research and assessment, we believe that 20 East Main Street presents an ideal location for the expansion of In Stitches. The property's prime downtown location, ample space spanning over 9,300 square feet, and potential for customization perfectly align with our growth objectives and long-term vision.

We envision transforming 20 East Main Street into a vibrant hub for creativity, offering a range of services and activities, including custom embroidery and laser engraving, as well as sewing classes, workshops, and a coffee/tea bar with prepackaged sweets. Our goal is to create an inviting and inclusive space that fosters artistic expression, strengthens community connections, and contributes to the revitalization of downtown Marshalltown.

In addition to our business expansion, we propose utilizing the second level of the property for two short-term rental units. These units would cater to visitors and tourists, providing them with a comfortable and unique lodging option while they explore the rich cultural and artistic experiences in our town. This dual-use approach not only maximizes the utility of the property but also enhances the economic vitality of the area.

We are committed to working closely with the City of Marshalltown to negotiate terms that are mutually beneficial and align with our business goals. Additionally, we are open to discussing any potential renovations or modifications to the property to ensure that it meets the specific needs of In Stitches and enhances its overall appeal.

We appreciate your consideration of our proposal and business plan and welcome the opportunity to further discuss our plans for 20 East Main Street. We are eager to explore the possibilities and collaborate with you to bring our vision to fruition.

Thank you for your time and attention. We look forward to the opportunity to work together and contribute to the continued growth and success of downtown Marshalltown.

Sincerely,

Phillip & Elisabeth Curtis || Owners

In Stitches || 641-750-1774 || 36 East Main Street

Offer for 20 E Main Street

Property

The subject of this discussion is the property located at 20 East Main Street, Marshalltown, IA.

Terms and Conditions

Purchase Offer

1. **Purchase Price:** In Stitches offers \$10,000 for the purchase of 20 East Main Street.

Additional Provisions

1. **Compliance with Regulations:** In Stitches agrees to comply with all local building codes, zoning laws, and other regulations relevant to the renovation and use of 20 East Main Street.
2. **Regular Updates:** In Stitches will provide the City of Marshalltown with regular updates on the progress of renovations and other relevant developments.
3. **Good Faith Efforts:** In Stitches agrees to work in good faith to fulfill and to address any unforeseen issues or changes in circumstances promptly and cooperatively.

Statement of Cost Acknowledgment

I am writing to formally acknowledge the estimated cost of renovations for the property located at 20 East Main Street. Based on our comprehensive assessment and consultations with contractors, we understand that the total cost of the renovations will be approximately \$500,000.

We are fully committed to funding the entire renovation process to transform 20 East Main Street into a vibrant hub for our business, In Stitches, and to support the community engagement initiatives we envision. This investment aligns with our long-term vision and business objectives, ensuring that the property will meet our needs and enhance its overall appeal.

We are prepared to allocate the necessary resources and oversee the renovation project to ensure it is completed to the highest standards. Our goal is to create an inviting and inclusive space that fosters artistic expression, strengthens community connections, and contributes to the revitalization of downtown Marshalltown.

We appreciate your cooperation and support as we move forward with this significant investment. Should you require any further details or have any questions regarding our plans, please do not hesitate to contact me directly.

Thank you for your attention to this matter. We look forward to a successful collaboration and to bringing our vision for 20 East Main Street to life.

Sincerely,

Phillip & Elisabeth Curtis || Owners
In Stitches || 641-750-1774 || 36 East Main Street

Summary of Experience

Phillip Curtis is a seasoned contractor with over 20 years of extensive experience in general contracting and painting. Throughout his career, he has played a pivotal role in revitalizing downtown areas, contributing to the community's aesthetic and structural enhancement.

Notably, Phillip has successfully managed and executed projects such as painting the exterior of Marshalltown's very own City Center and Brown's Shoe Fit, along with various other key establishments. His dedication to quality and meticulous attention to detail have earned him a reputation for excellence and reliability in the field. Phillip's expertise in both general contracting and painting makes him a valuable asset to 20 East Main Street.

Phillip's extensive experience with large commercial buildings, including tasks such as framing, sheetrock, and more, equips us with the knowledge and skills necessary to oversee and execute these renovations efficiently and effectively. We are confident in our ability to manage this significant investment and deliver a high-quality transformation of the property.

References:

Deb Millizer
641-691-5017

Bruce Wirin
641-485-8590

Bobby Shomo
641-751-4584

Darin Reinertson
208-250-3496

John Worland
208-867-6830

Randy Reinertson
208-850-2001

Sincerely,
Phillip & Elisabeth Curtis || Owners
In Stitches || 641-750-1774 || 36 East Main Street

ATTACHMENT A: PROPERTY PHOTOS



ATTACHMENT A: PROPERTY PHOTOS



ATTACHMENT A: PROPERTY PHOTOS



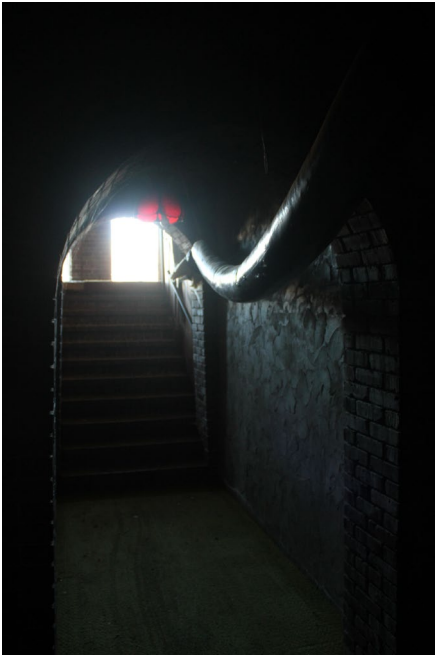
ATTACHMENT A: PROPERTY PHOTOS



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ATTACHMENT A: PROPERTY PHOTOS



ATTACHMENT A: PROPERTY PHOTOS



ATTACHMENT A: PROPERTY PHOTOS (2nd Story Access from CGA)



ATTACHMENT A: PROPERTY PHOTOS (2nd Story Access from CGA)





July 30, 2025

Deb Millizer
Housing & Community Development Director
City of Marshalltown, Iowa
24 North Center Street
Marshalltown, IA 50158

Re: 20 E. Main St., Marshalltown, Iowa
Mezzanine Investigation
IS Project No. X2025:25P01:19

Dear Ms. Millizer:

The following outlines our investigation, analysis, and conclusions regarding the above referenced building. The scope of this report included:

1. Provide an on-site investigation of the conditions, distresses, layouts and framing of an existing 30 ft. x 21 ft. wood framed mezzanine inside the existing commercial space.
2. Analyze the load capacity of the existing framing with respect to current dead loads of the mezzanine and possible future usage of the mezzanine for either office space or light storage.
3. Provide a written report outlining the findings.

DESCRIPTION

The mezzanine is wood framed and encompasses the full width of the commercial space (20'-10") and takes up a 29'-7" depth toward the rear of the space. It is surrounded on its west, east and north sides with masonry walls.

The mezzanine is also supported by four interior 4x4 wood posts that extend down to the main floor and are then supported by the floor's wood framing below. There is a 3 ft. x 11.5 ft. stair opening through the center of the mezzanine.

It appears that the mezzanine was probably constructed in two separate stages – an earlier (older) construction for the south 17 feet, with joists spanning east-west, and a later bay of mezzanine to the north, with joists spanning north south.

The mezzanine is comprised of the following (refer to Figure 3 for the overall framing layout)

1. 1x3 wood sheathing for the main subfloor.
2. 2x6 wood joists spanning in both east-west and north-south directions.
3. 2x6 wood beams supporting the north bay of floor joists.

4. Double 2x8 or 2x7 wood beams along the 4x4 post lines supporting the southern east-west joists.
5. Sections of wood stud walls supporting the beams at the far south end.
6. Interior 4x4 wood posts around the stair opening.
7. No sheathing (gypsum board) exists currently on the underside of the mezzanine as the former ceiling had been removed for our visual examinations.

Above the mezzanine there are a few wood stud partitions constructed to form a small bathroom and small room. There is also a wood bench/cabinet set along the west side of the stair opening.

OBSERVATIONS

Floor Joists

The floor joists are all 2x6 members spaced at approximately 16" o.c.

In the southern (original) section the joists are supported by the masonry walls with a 2x6 or 2x4 wood ledger bolted into the wall. The bolts have 15/16" wide square heads which suggest they are old American Standard bolts with a 5/8" diameter. The depth and nature of the bolt embedment into the masonry is unknown. The bolts are spaced randomly and in some cases occur directly in line with an intersecting floor joist where the joist was cut away to accommodate the bolt. (see Figure 5)

All 2x6 end connections were made up of end nails or toenails into the supporting member.

Beams

The beam B6 (see Figure 3) had been crudely shaved off on its bottom, to a depth of about 7 inches. This suggest it may have been a deeper member and the wood chopped away to provide head clearance. The other beams around and along the stair opening (B4, B5, and B7) were all full 2x8 members (7 1/4" depth).

Many of the floor joists had been notched to accommodate metal conduit running across their spans. These notches occur in many cases in the middle 1/3 of the span which is a code violation.

Beams B1 and B2 are single 2x6 joists that are loaded with all the joists from the later, north bay. No additional framing was provided to adequately support the north bay of joists. Beam B2 appears to have failed and sagged excessively.

The north bay of joists is supported at their north end by some kind of ledger, possibly also bolted to the masonry wall but this was not visible. There is a wood wall below these joists that rests on the main level floor.

The south end of beams B6 and B7 are supported by existing wood stud walls. The number of studs directly below these beams was not visible.

Beams B3, B8, and B9 form an irregular framing around the extended opening for the stair. Stair stringer connections to B3 were not visible.

Main Floor Support

While not directly a part of the scope of this report, we did investigate the general framing of the main floor (observed from the basement) and determined it was comprised of 2x12 wood joists spaced at approximately 13” o.c. spanning east-west from the outer masonry walls to an interior beam line.

The beam spans north-south and is supported by columns.

The 4x4 wood posts around the mezzanine stair bear on this floor – the two western posts bear on possibly singular 2x12 joists while the two eastern posts appear to bear on the main floor beam line. There was a distinct sag in the main floor near the southwest 4x4 post, suggesting some distress or excessive deflection has occurred near this post load.

ANALYSIS

The entire floor was measured for layout and modeled in a 3D structural analysis program (RISA 3D). This allowed complete analysis of the floor members with respect to existing loads and proposed dead loads.

Loads used in our analysis:

- Existing Mezzanine Floor Dead Load8 psf
- Mezzanine Floor Dead Load (final condition).....15 psf (includes a gypsum bd ceiling)
- Main Level Floor Dead Load.....15 psf
- Main Level Floor Live Load (retail).....100 psf

Code required Live load capacity for a mezzanine such as this depend on the usage of the space. Per the adopted Marshalltown code (IBC 2021) an office area above a retail space would require a live load of 50 psf. Any designation of storage usage would require a live load of 125 psf (light storage).

The city can, at their option, permit other live load capacities for special situations. This typically requires posting a maximum live load value at all entrances to the space. The downside to this is that future tenants may ignore, or not understand, the implications of a square-foot load amount and possibly overload the floor.

For our analyses we used 50 psf for the live load of the mezzanine and 100 psf (commercial retail) for the main floor. A 50 psf floor would prohibit its use for storage other than general shelves, etc. Banks of file cabinets or racks used to store boxes of materials would not be appropriate.

A note about the wood material in the existing mezzanine. As is typical of most old, wood framed structures, the exact nature (species, grade, stress capacities) of the wood is unknown. In many old structures like this the wood was generally denser and provide significant strength above the new-growth lumber used today. However, due to age and uncertainties, we typically limit the wood type in our analyses. Thus we assumed Douglas Fir No. 1 in all our design checks. This is a very good (modern) wood grade that we believe reflects the better nature of the older woods used while guarding against over-estimating the capacities.

For our initial analysis we ignored the notches in the 2x6 joists. The initial analysis revealed the following:

1. The live load capacity of the floor is very low with multiple joists (north bay) and beams failing – even at minute live load levels (10 psf +/-)
2. Deflections of members was many times excessive.
3. Re-analyzing the floor at 50 psf live load failed all of the indicated beams B1-B9 with the exception of B5, which was found acceptable.

The table below shows the beams with their current sizes and a required size using plain sawn lumber members. Also included are required sizes using laminated veneer lumber (LVL) members.

Required Sizes for all framing members at 50 psf			
	Existing Size	Req'd Size	Alternate Size
B1	2x6	(3) 2x10	(2) 1.75x7.25 LVL
B2	2x6	(2) 2x10	(2) 1.75x7.25 LVL
B3	2x6	(3) 2x10	(2) 1.75x7.25 LVL
B4	(2) 2x8	(3) 2x8	(1) 1.75x7.25 LVL
B5	(2) 2x8	(3) 2x8	(1) 1.75x7.25 LVL
B6	(2) 2x7 (shaved)	(3) 2x8	(1) 1.75x7.25 LVL
B7	(2) 2x8	(3) 2x8	(1) 1.75x7.25 LVL
B8	2x6	(2) 1.75x9.25 LVL	(3) 1.75x7.25 LVL
B9	2x6	(3) 1.75x9.25 LVL	(3) 1.75x9.25 LVL

These required sizes are based on Spruce Pine Fir, No. 2 or better for the sawn lumber. For the LVL members we assumed a microlam product with an allowable bending stress rating of $F_b = 2,600$ psi.

All floor joists in the southern, original mezzanine area were found to exceed code maximum stresses (3% to 28% over) as 2x6 members WITHOUT NOTCHES. Note that most of these joists had been excessively notched such that no repair would be possible and complete replacement of the joist would be required. Required size of the replacement joist would be (2) 2x6 or (1) 1 3/4 x 5 1/2 LVL.

All floor joists in the northern, later mezzanine area were found to be unacceptable, exceeding code maximum stresses (47% to 170%). Required joists in this bay would be (2) 2x8 or (1) 1 3/4 x 7 1/4 LVL.

The 4x4 wood posts were found to be acceptable.

The floor framing below the wood posts would require some work to ensure that the load is properly taken down to the foundations. See below for conclusions.

The connection of the ledger boards to the existing masonry walls has an unknown capacity. See below for recommendations with respect to cripple walls.

The connections between framing members, using toenails or end nails, is generally inadequate for the loads applied. Especially inadequate are the notched out ends of 2x6 joists at the masonry wall ledger bolts.

CONCLUSIONS

To utilize this existing mezzanine for a 50 psf office space usage there would be significant modifications required to bring this space up to code. We have attempted to summarize the main work required but this may not be a comprehensive listing as there may be other issues arise once a final design is attempted.

1. Replace all joists as indicated above. Simple sistering of an additional 2x6 would not work as the existing joists are notched and provide very little flexural capacity.
2. Replace all beams (B1-B9) as indicated above, either with sawn lumber members or LVL members.
3. All joist to beam and beam to beam connections would require joist hangers.
4. The connections to the 4x4 wood posts should be done with proper alignment of the beam over the column to avoid excessive eccentricity using a column cap connector.
5. Provide 2x4 wood stud cripple walls along the west and east masonry walls to deliver load down to the 2x12 joists near their bearing ends. The 2x12's were checked for this shear and found to be adequate to support this mezzanine load.
6. At the north wall, provide a cripple wall similar to the east/west walls. Since this cripple wall would be parallel to the underlying floor joists, additional strengthening would be required in the main floor. This would perhaps be the installation of additional 2x12's directly under and in line with this cripple wall.
7. Alternatively, some type of new ledger could be installed with proper masonry anchors to all three masonry wall situations. Design of this ledger and anchors is beyond the scope of this report.
8. The wood stud walls at the south end that support ends of Beams B6 and B7 should be opened and additional studs added below the beams (minimum of (3) 2x4 studs recommended) to form a stud pack column.

In addition, the low sag in the main floor near the 4x4 wood post should be addressed. This may involve installation of sistered 2x12 joists directly under this post as well as under the other 4x4 posts. Alternatively, if the space usage allows, a new vertical post column could be installed in the basement to extend up and attach directly under the individual 4x4's. These posts could bear on a new concrete pad built at floor level, or on top of the floor level if that is acceptable.

Additional 2x12's or vertical posts in the basement should be considered under the south stud walls supporting Beams B6 and B7 should they fall on singular 2x12 joists.

A possible alternative to the build-up of beams B3, B8, and B9 would be to reverse the stair direction going up to the mezzanine and bear on a cross beam installed directly in line with the two southern 4x4 posts. This would remove the large stairway load on beam B3 and the other beams.

SUMMARY

As can be seen this existing mezzanine was irregularly framed and inadequately sized for most all occupancy uses and is currently unsafe for any occupancy. Using small 2x6 joists for the floor, as

well as primary beams, and then notching them has reduced the mezzanine capacity to almost nothing.

The work listed above essentially requires complete replacement of the entire mezzanine. This may or may not be compatible with the planned use of the space and its associated budget.

We trust the above provides the information you requested and if there are any questions or comments please contact us. This investigation was based on our visual examination of the conditions at the time of our visit. As with older structures like this there may be non-visible conditions that could affect the conclusions and recommendations.

Sincerely,
InfraStructure, LLC



Jeffrey A. Ehler, P.E., S.E.
Buildings Group Manager
Member

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



7-30-2025

Jeffrey A. Ehler

Date

My license renewal date is December 31, 2026.



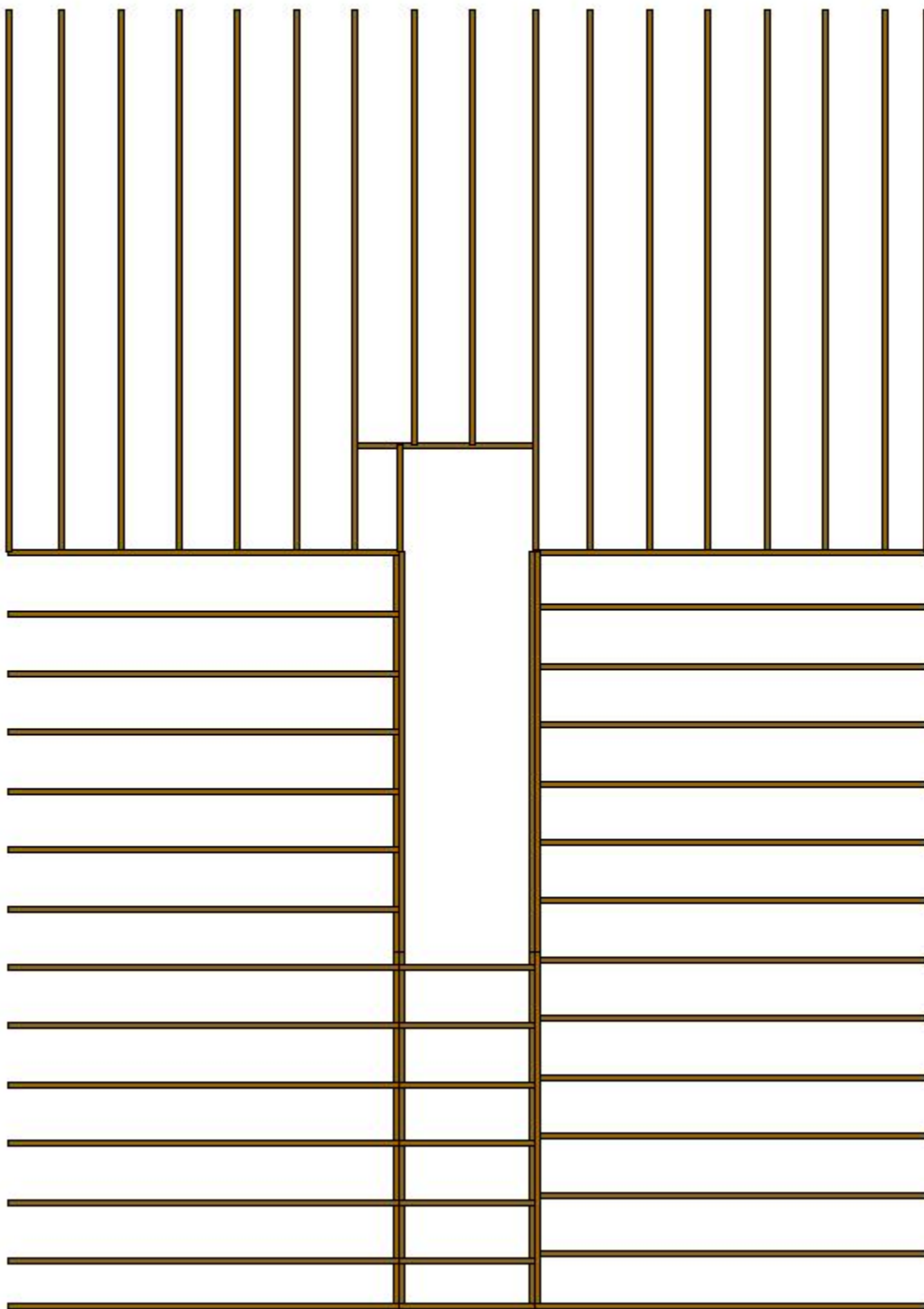


FIGURE 1 – PLAN LAYOUT OF FRAMING MODEL (North is up)

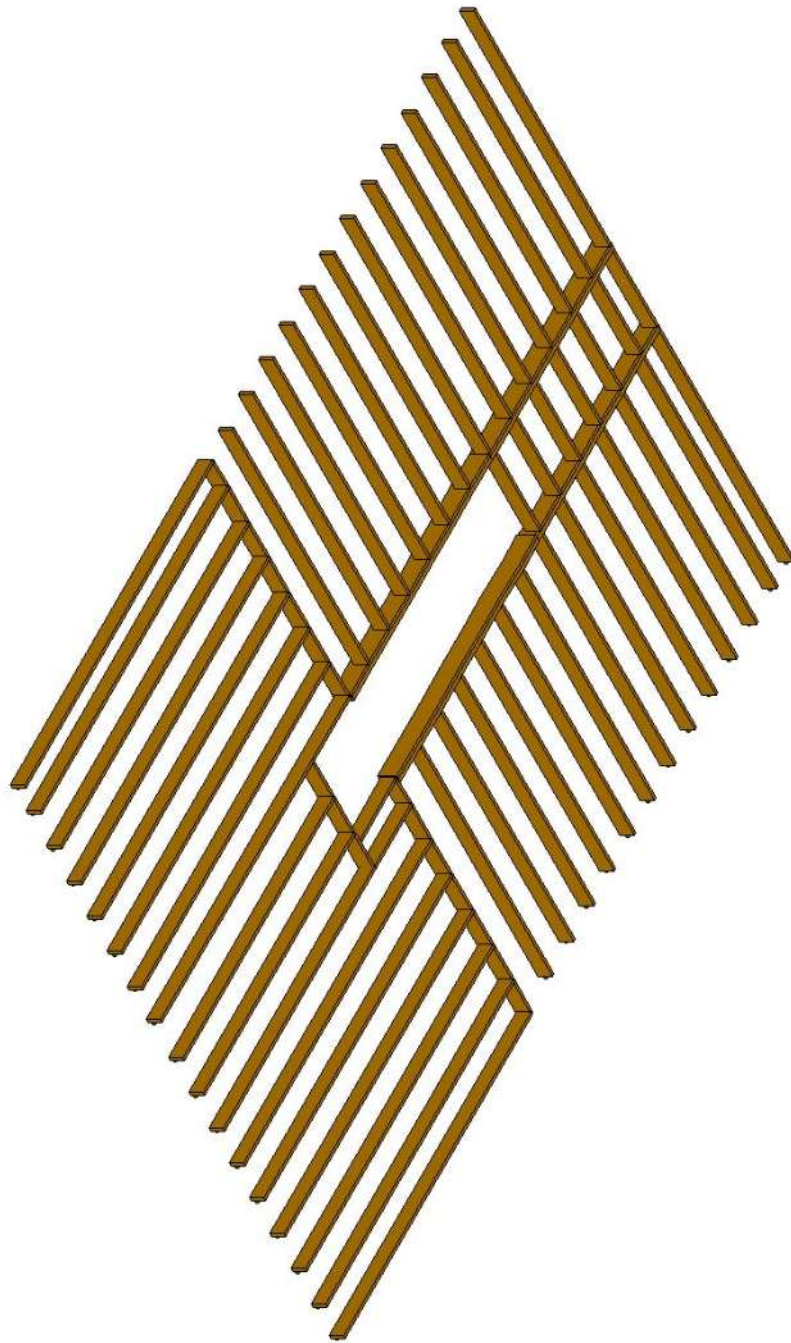


FIGURE 2 – ISOMETRIC VIEW OF FRAMING LAYOUT

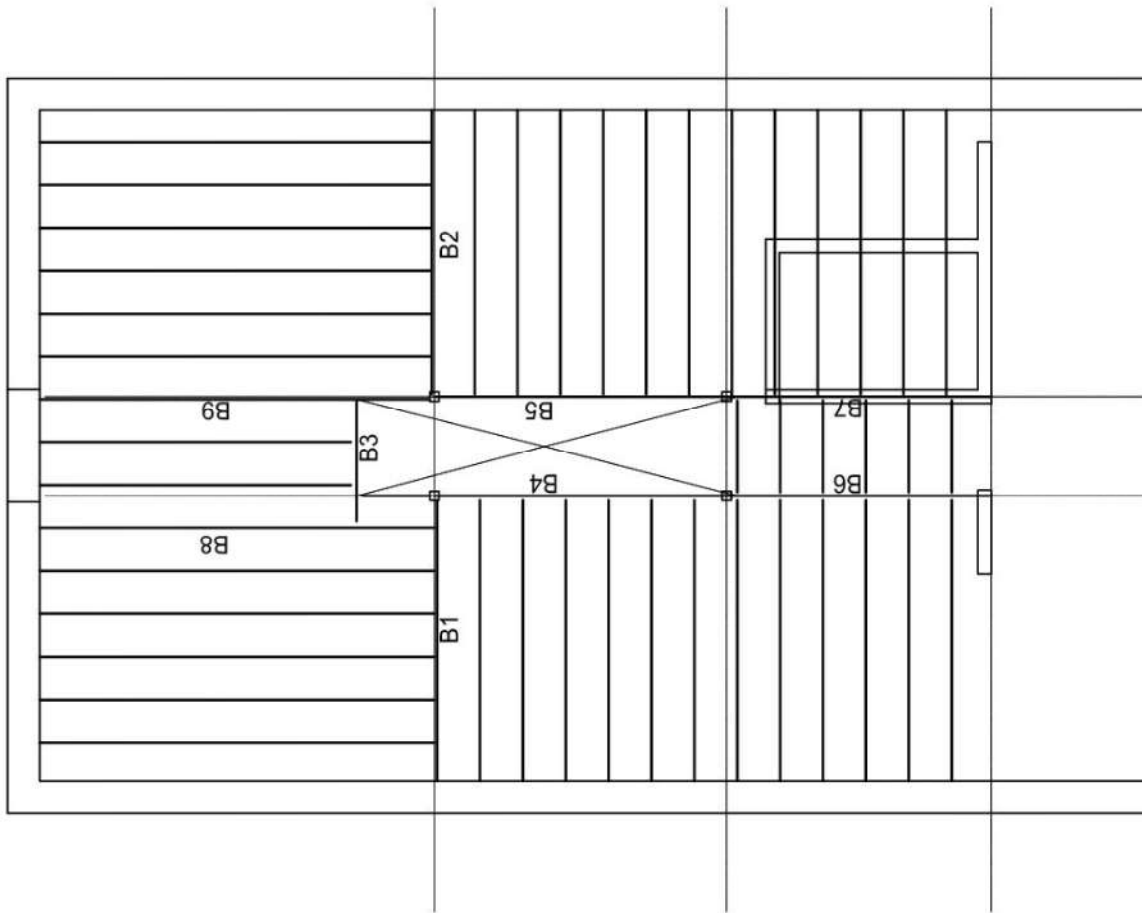


FIGURE 3 – PLAN LAYOUT OF FRAMING SHOWING BEAM ID'S



Figure 4 – View of west bay framing looking north



Figure 5 – View of typical floor joist notched to accommodate ledger bolt.



Figure 6 – View of typical notch in joist for conduit. Note split in joist due to notch.



Figure 7 – View of Beam B6 extending over short stud wall. (looking south)



Figure 8 – View of mezzanine bathroom (looking northwest)



Figure 9 – View of multiple joists with notches.

Figure 10 – Analysis results of current framing using a live load of 50 psf. Note numbers indicate degree of stress (1.0 or below is code acceptable. Over 1.0 has exceeded code limits. Over approximately 2.0 is failure). Currently very little, if any, live load is applied to the structure. (Red indicates exceedance of the code limits)



4/29/25

Debbie Millizer
City of Marshalltown

20 East Main St, Marshalltown - Asbestos

Thank you for the opportunity to provide a proposal for asbestos services in conjunction with the project. This quote is for the removal of some of the Asbestos Containing Materials as listed in the Impact 7G Asbestos Inspection for the property. Hidden or unidentified materials are excluded from this quote. Some of the listed materials will not be removed.

Environmental Property Solutions (EPS) is required to give a two-week notice to the Iowa DNR and Iowa OSHA before the project can start.

- **Remove and dispose of Asbestos Materials as indicated below and in the Asbestos Survey for the property – 2nd floor - Floor tile (no mastic), dry wall, and 100 replacement tiles with mastic. Floor tile in the Mezzanine, floor tile/mastic by Back Door, Basement duct paper, repair pipe insulation in the Basement, and Front Window caulk - \$18,271.00**

Conditions:

1. The Owner will have all moveable items removed from the work area.
2. This quote is for May or August work
3. Owner to supply water and electricity
4. Owner to remove large duct and ceiling tile by old stairs prior to our work
5. Owner to shore up the second floor at the old stairs are to maintain integrity of the structure and EPS to remove old stairs.
6. Negative air to be exhausted to other parts of the work area
7. Some inaccessible floor tile and mastic to remain under walls etc.
8. The Building Owner is responsible for any third-party project design, air samples, clearances, and costs if desired.
9. EPS is not responsible for damage that may occur to removal surfaces.
10. EPS will provide a copy of the waste manifest and the notification to the Owner. EPS will provide an invoice upon completion of the project and full payment will be due upon receipt with no retainage.
11. This is considered a fully executed contract after both Owner and EPS signatures are completed below and EPS returns a copy to the Owner.
12. Our proposal includes all labor, materials, equipment, and disposal necessary to perform the work according to all regulations in effect on this date. Also included are all associated costs for permits, fees, EPS standard certificate of insurance. Bid, Performance, and Payment Bonds would be an additional cost if added to the project requirements.
13. This quote is for normal weekday work. Night, weekend, holiday or summer peak time work are available at additional costs. We reserve the right to requote after 60 days.

Sincerely,
Chuck Woodworth
Environmental Property Solutions
10582 Justin Drive, Urbandale, Iowa 50322
Phone – 515-777-1658 / Cell – 515-954-0588
chuck@epsiowa.com

Date of Notice to Proceed - _____
Owner/Rep Printed Name - _____ Owner/Rep Signature to Proceed - _____

MARSHALLTOWN

— I O W A —

HOUSING & COMMUNITY DEVELOPMENT

Deb Millizer, Director
Clayton Ender, Assistant Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5756
Fax - (641) 754-5717

June 25, 2025

Mel Pins
Brownfield Redevelopment Program
Iowa Department of Natural Resources
502 E. 9th Street
Des Moines, IA 50319

RE: Request for Brownfield Grant Assistance – 20 E. Main Street, Marshalltown

Dear Mr. Pins,

The City of Marshalltown respectfully requests funding support through the DNR Brownfield Redevelopment Program for the asbestos abatement of a downtown commercial building located at 20 E. Main Street.

This structure was acquired by the City in 2022 through the 657A process due to its prolonged vacancy, deterioration, and safety concerns. The building has since been identified as a key priority for redevelopment because of its central location and its potential to contribute to the revitalization of Main Street.

We have conducted an asbestos survey using existing Brownfield grant funds and have received multiple abatement quotes. The lowest responsible quote, from Environmental Protection Services (EPS), totals \$18,500. EPS is the preferred contractor because their proposal specifically includes engineered access to the second floor through the creation of a floor opening with temporary structural support—a requirement for safe and efficient asbestos removal in this building. The other quotes did not account for this essential access method. We are requesting DNR support for 75% of the EPS cost, not to exceed \$25,000, as outlined in the program guidelines.

Redevelopment plans include the rehabilitation of the first floor for retail and production space by local small business InStitches, a retail and artisan business that provides custom embroidery, laser engraving, and plans to add sewing classes and similar community offerings with the additional space. InStitches has been in business for well over 20 years and is in need of room to expand. Long-term plans include activation of the second floor for future commercial use. The proposed improvements align with goals identified in the 2023 Main Street Iowa Market Analysis and our local strategic plan to promote downtown economic development, support small business growth, and enhance the structural and aesthetic integrity of our historic district.

CITY COUNCIL

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



To facilitate safe access to the second floor during abatement, the City is also coordinating a temporary structural support system in compliance with engineering recommendations.

The parcel number for 20 E. Main is 8418-26-456-021.

The City of Marshalltown's Federal Taxpayer Identification Number is 42-6004934, and our Unique Entity Identifier (UEI) code is PL3MLMD6SSM7.

The anticipated timeline for asbestos removal is Summer 2025, with structural improvements and initial occupancy of the first floor by InStitches expected to begin in Fall 2025.

We appreciate your consideration of this request and your continued support of Iowa communities. Please let us know if any additional documentation or clarification is needed.

Sincerely,



Deb Millizer
Housing & Community Development Director
City of Marshalltown

CITY COUNCIL

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





**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: August 25, 2025
Re: General Government Budget Discussion

Strategic Plan Objective:

Council requested that budget discussions begin earlier in the budgeting process.

Recommended:

N/A

Budget Impact:

There is no immediate budget impact associated with the discussions.

Description/Background:

Memos for each general government budget function are attached.

Attachments:

1. Mayor and Council Budget Review 08.12.25
2. Mayor and Council Budget Comparison
3. City Administrator Budget Review 08.12.25
4. City Admin Budget Comparison
5. Legal Services Budget Review 8.12.25
6. Legal Budget Comparison
7. City Clerk Budget Review
8. City Clerk Budget Comparison
9. Elections Budget Review
10. Elections budget comparison
11. HR Budget Review - August 2025
12. HR Budget Comparison
13. FY27 Council budget discussion Finance function 6021 memo
14. Finance Budget Comparison Report
15. FY27 Council budget discussion Finance function 6070 memo
16. IT Budget Comparison Report

17. FY27 Council budget discussion Finance function 6900 memo
18. Other General Budget Comparison Report
19. City Hall (6050) - Carnegie (6051) Budget Review
20. 6050 budget comparison
21. 6051 Budget Comparison

TO: Mayor and City Council
FROM: Carol Webb, City Administrator
DATE: 08/25/25
RE: Mayor and Council Budget Analysis

Historical Expenditure Trends

The Mayor and City Council budget has remained relatively stable over the last three fiscal years. There is a small upward trend in total budget allocations, while expenditures have been largely consistent.

Fiscal Year	Total Budget	Actual Expenditure
2023-2024	\$62,108	\$54,027
2024-2025	\$62,951	\$60,394
2025-2026	\$61,522	\$6,333 (YTD)

Budget allocations have slightly fluctuated but stayed around \$62,000. Expenditures have consistently come in below budget.

Main Cost Drivers

The primary cost driver for this budget is part-time temporary staffing for both the Mayor's Office and City Council. This includes associated personnel costs such as Social Security, Medicare, IPERS, and workers' compensation. Other notable expenses include conference expenses, insurance, dues and memberships, consulting and professional fees, and office and operating supplies.

Efficiency or Elimination Opportunities

Dues, memberships, and subscriptions have often gone unused and could be reviewed or reduced. Minor office furniture and equipment purchases may not be recurring and could be assessed for future necessity. Some conference costs are underutilized. These dollars could be repurposed or trimmed if not needed.

CITY COUNCIL

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



Fee-for-Service Opportunities

This budget area provides no direct public-facing services; revenue opportunities are minimal.

Recommendations

- Maintain current funding levels unless new initiatives are planned.
- Continue to monitor actual vs. budgeted conference and dues expenses.
- Leverage underutilized funds for strategic council development.

CITY COUNCIL

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



Budget Comparison Report

Account Detail

Account Number		2023-2024 Total Activity	2024-2025 Total Activity	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2025-2026 FY26 Dept Req	2025-2026 FY26 Amendment 1	Increase / (Decrease)		2026-2027 FY27 Dept Request	Increase / (Decrease)	
Fund: 001 - GENERAL FUND										
Function: 6010 - Mayor										
Revenue										
<u>001.6010.4875.000</u>	REFND/REIMB: MAYOR	15.61	7.32	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
	Total Revenue:	15.61	7.32	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
<u>001.6010.5030.070</u>	PART-TIME TEMPORARY	11,000.00	11,000.00	11,000.00	11,000.00	0.00	0.00%	11,000.00	0.00	0.00%
<u>001.6010.5102.070</u>	MEDICARE-TEMPORARY	159.59	159.59	160.00	160.00	0.00	0.00%	160.00	0.00	0.00%
<u>001.6010.5111.070</u>	IPERS-PT TEMP	1,038.40	1,038.40	1,038.00	1,038.00	0.00	0.00%	1,038.00	0.00	0.00%
<u>001.6010.5123.070</u>	WORKCOMP-TEMPORARY	18.94	17.63	17.00	17.00	0.00	0.00%	16.00	-1.00	-5.88%
<u>001.6010.5280.000</u>	DUES, MEMBER, SUBSCRIPTN	30.00	30.00	500.00	500.00	0.00	0.00%	500.00	0.00	0.00%
<u>001.6010.5290.000</u>	INSURANCE - GENERAL	0.00	101.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
<u>001.6010.5300.000</u>	INSURANCE - TORT LIAB	140.04	108.00	169.00	169.00	0.00	0.00%	186.00	17.00	10.06%
<u>001.6010.5450.000</u>	TELEPHONE/OTHR COMMNCT	520.92	275.96	400.00	400.00	0.00	0.00%	400.00	0.00	0.00%
<u>001.6010.5460.000</u>	CONFERENCE EXPENSE	0.00	0.00	500.00	500.00	0.00	0.00%	500.00	0.00	0.00%
<u>001.6010.5600.000</u>	OPERATING SUPPLIES	105.97	73.90	250.00	250.00	0.00	0.00%	250.00	0.00	0.00%
<u>001.6010.5605.000</u>	OFFICE SUPPLIES	58.65	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
	Total Expense:	13,072.51	12,804.48	14,034.00	14,034.00	0.00	0.00%	14,050.00	16.00	0.11%
	Total Function: 6010 - Mayor:	-13,056.90	-12,797.16	-14,034.00	-14,034.00	0.00	0.00%	-14,050.00	-16.00	0.11%
	Total Fund: 001 - GENERAL FUND:	-13,056.90	-12,797.16	-14,034.00	-14,034.00	0.00	0.00%	-14,050.00	-16.00	0.11%
	Report Total:	-13,056.90	-12,797.16	-14,034.00	-14,034.00	0.00	0.00%	-14,050.00	-16.00	0.11%

Budget Comparison Report

Account Detail

Account Number		2023-2024 Total Activity	2024-2025 Total Activity	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2025-2026 FY26 Dept Req	2025-2026 FY26 Amendment 1	Increase / (Decrease)		2026-2027 FY27 Dept Request	Increase / (Decrease)	
Fund: 001 - GENERAL FUND										
Function: 6011 - Council										
Expense										
<u>001.6011.4875.000</u>	REFUNDS/REIMB	0.00	-1.79	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
<u>001.6011.5030.070</u>	PART-TIME TEMPORARY	35,914.56	38,068.80	38,500.00	38,500.00	0.00	0.00%	38,500.00	0.00	0.00%
<u>001.6011.5101.070</u>	SOCIAL SECURITY-PT TEMP	771.35	340.89	1,044.00	1,044.00	0.00	0.00%	1,044.00	0.00	0.00%
<u>001.6011.5102.070</u>	MEDICARE-TEMPORARY	520.37	551.58	558.00	558.00	0.00	0.00%	558.00	0.00	0.00%
<u>001.6011.5111.070</u>	IPERS-PT TEMP	2,215.81	3,074.91	2,077.00	2,077.00	0.00	0.00%	2,077.00	0.00	0.00%
<u>001.6011.5123.070</u>	WORKCOMP-TEMPORARY	62.63	61.13	60.00	60.00	0.00	0.00%	55.00	-5.00	-8.33%
<u>001.6011.5230.000</u>	CONSULTING & PROF FEES	0.00	1,320.00	2,350.00	2,350.00	0.00	0.00%	2,350.00	0.00	0.00%
<u>001.6011.5290.000</u>	INSURANCE - GENERAL	0.00	705.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
<u>001.6011.5300.000</u>	INSURANCE - TORT LIAB	784.28	546.00	949.00	949.00	0.00	0.00%	1,044.00	95.00	10.01%
<u>001.6011.5331.000</u>	PAYMENTS - OTHER ENTITIES	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
<u>001.6011.5460.000</u>	CONFERENCE EXPENSE	492.90	230.00	1,750.00	1,750.00	0.00	0.00%	1,750.00	0.00	0.00%
<u>001.6011.5600.000</u>	OPERATING SUPPLIES	208.61	130.92	200.00	200.00	0.00	0.00%	200.00	0.00	0.00%
<u>001.6011.5702.000</u>	MINOR OFFICE FURN/EQUIP	0.00	2,569.70	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Expense:		40,970.51	47,597.14	47,488.00	47,488.00	0.00	0.00%	47,578.00	90.00	0.19%
Total Function: 6011 - Council:		40,970.51	47,597.14	47,488.00	47,488.00	0.00	0.00%	47,578.00	90.00	0.19%
Total Fund: 001 - GENERAL FUND:		40,970.51	47,597.14	47,488.00	47,488.00	0.00	0.00%	47,578.00	90.00	0.19%
Report Total:		40,970.51	47,597.14	47,488.00	47,488.00	0.00	0.00%	47,578.00	90.00	0.19%

TO: Mayor and City Council
FROM: Carol Webb, City Administrator
DATE: 08/25/25
RE: City Administrator Budget Analysis

Historical Expenditure Trends

The City Administrator's Office budget has gradually declined in total budget allocation over the past three fiscal years, while actual expenditures have fluctuated due to one-time costs like term payouts and moving reimbursements.

Fiscal Year	Total Budget	Actual Expenditure
2023-2024	\$268,283	\$209,384
2024-2025	\$238,258	\$220,715
2025-2026	\$229,317	\$22,483.23 (YTD)

- FY24 included a large term payout (\$65,318) and a significant moving reimbursement (\$8,316).
- FY25 showed increased professional services and equipment spending.
- FY26 has a leaner budget reflecting more typical operational activity.

Main Cost Drivers

The primary cost driver in the City Administrator's budget is regular non-union wages along with associated benefits such as IPERS, group insurance, and Social Security/Medicare contributions. 75% of the City Administrator's salary is paid from the general fund while 25% is paid from enterprise funds.

Consulting and professional fees represent another significant expense, with a notable budget reduction from \$50,000 in FY2025 to \$10,000 in FY2026, which reflects the discontinuation of an interim City Administrator. Other expenses include travel, conferences, minor office furniture and equipment, and operating supplies, all of which have smaller but consistent budget impacts.

Efficiency or Elimination Opportunities

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The significant drop in consulting and professional fees between FY2025 and FY2026 already reflects a targeted reduction, but continued evaluation of when to use outside consultants versus in-house resources could yield additional savings.

Fee-for-Service Opportunities

This budget area provides no direct public-facing services; revenue opportunities are minimal.

Recommendations

- Maintain current funding levels unless new initiatives are planned.
- Continue to monitor actual vs. budgeted conference and dues expenses.
- Leverage underutilized funds for strategic staff development.

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Budget Comparison Report

Account Detail

				Comparison 1	Comparison 1		Comparison 2	Comparison 2	
				Parent Budget	Budget	to Parent	Budget	to Comparison	
		2023-2024	2024-2025	2025-2026	2025-2026	Increase /	%	2026-2027	1 Budget
		Total Activity	Total Activity	FY26 Dept Req	FY26	(Decrease)		FY27 Dept	(Decrease)
					Amendment 1			Request	
Account Number									
Fund: 001 - GENERAL FUND									
Function: 6012 - City Administrator/Manager									
Revenue									
001.6012.4875.000	REFND/REIMB: C.A.	15.61	84.45	0.00	0.00	0.00	0.00%	0.00	0.00%
Total Revenue:		15.61	84.45	0.00	0.00	0.00	0.00%	0.00	0.00%
Expense									
001.6012.5010.010	REGULAR-NON UNION	69,641.40	117,000.07	154,288.00	154,288.00	0.00	0.00%	158,912.00	4,624.00
001.6012.5057.010	CAR REIMB-NON UNION	1,350.05	2,907.85	3,600.00	3,600.00	0.00	0.00%	3,600.00	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	0.00
001.6012.5101.010	SOCIAL SECURITY-NON UNION	7,364.79	7,624.13	8,063.00	8,063.00	0.00	0.00%	8,699.00	636.00
001.6012.5102.010	MEDICARE-NON UNION	2,053.97	1,783.21	2,289.00	2,289.00	0.00	0.00%	2,356.00	67.00
001.6012.5111.010	IPERS-NON UNION	6,397.30	11,044.91	14,905.00	14,905.00	0.00	0.00%	15,341.00	436.00
001.6012.5112.010	ICMA-NON UNION	0.00	3,892.61	4,629.00	4,629.00	0.00	0.00%	4,767.00	138.00
001.6012.5121.010	GRP INSUR-NON UNION	5,371.11	13,365.37	20,454.00	20,454.00	0.00	0.00%	17,463.00	-2,991.00
001.6012.5123.010	WORKCOMP-NON UNION	230.23	190.99	239.00	239.00	0.00	0.00%	226.00	-13.00
001.6012.5192.000	UNEMPLOYMENT-NON UNION	0.00	353.60	0.00	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	0.00
001.6012.5230.000	CONSULTING & PROF FEES	36,412.50	42,796.00	10,000.00	10,000.00	0.00	0.00%	10,000.00	0.00
001.6012.5280.000	DUES, MEMBER, SUBSCRIPTN	1,614.00	1,944.00	1,750.00	1,750.00	0.00	0.00%	1,750.00	0.00
001.6012.5290.000	INSURANCE - GENERAL	0.00	76.00	0.00	0.00	0.00	0.00%	0.00	0.00
001.6012.5300.000	INSURANCE - TORT LIAB	909.03	907.00	1,100.00	1,100.00	0.00	0.00%	1,210.00	110.00
001.6012.5342.000	CONTRACT-OUTSIDE HELP	10.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00
001.6012.5450.000	TELEPHONE/OTHR COMMNCT	1,000.92	755.96	1,000.00	1,000.00	0.00	0.00%	1,000.00	0.00
001.6012.5460.000	CONFERENCE EXPENSE	330.00	1,727.95	2,000.00	2,000.00	0.00	0.00%	2,000.00	0.00
001.6012.5461.000	TRAVEL-AIRFARE	388.40	100.00	500.00	500.00	0.00	0.00%	500.00	0.00
001.6012.5462.000	TRAVEL-OTHER	4.74	0.00	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	0.00	0.00	0.00	0.00%	0.00	0.00
001.6012.5464.000	TRAVEL-PER DIEM	0.00	300.02	500.00	500.00	0.00	0.00%	500.00	0.00
001.6012.5465.000	TRAVEL - HOTEL/MOTEL	1,491.12	1,554.65	1,500.00	1,500.00	0.00	0.00%	1,500.00	0.00
001.6012.5470.000	TRAINING	0.00	1,049.99	0.00	0.00	0.00	0.00%	0.00	0.00
001.6012.5472.000	MILEAGE REIBURSE	0.00	134.00	0.00	0.00	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	0.00
001.6012.5600.000	OPERATING SUPPLIES	188.30	69.52	500.00	500.00	0.00	0.00%	500.00	0.00

Budget Comparison Report

				Comparison 1	Comparison 1		Comparison 2	Comparison 2	
				Budget	to Parent		Budget	to Comparison	
					Budget	%		1 Budget	%
		2023-2024	2024-2025	Parent Budget	2025-2026		2026-2027	Increase /	
		Total Activity	Total Activity	2025-2026	FY26	Increase /	FY27 Dept	(Decrease)	
				FY26 Dept Req	Amendment 1	(Decrease)	Request	(Decrease)	
Account Number									
<u>001.6012.5605.000</u>	OFFICE SUPPLIES	52.42	86.54	500.00	500.00	0.00	500.00	0.00	0.00%
<u>001.6012.5702.000</u>	MINOR OFFICE FURN/EQUIP	0.00	2,069.08	1,200.00	1,200.00	0.00	1,200.00	0.00	0.00%
<u>001.6012.5703.000</u>	MINOR COMPUTER	328.00	774.00	300.00	300.00	0.00	300.00	0.00	0.00%
Total Expense:		209,384.16	220,715.92	229,317.00	229,317.00	0.00	232,324.00	3,007.00	1.31%
Total Function: 6012 - City Administrator/Manager:		-209,368.55	-220,631.47	-229,317.00	-229,317.00	0.00	-232,324.00	-3,007.00	1.31%
Total Fund: 001 - GENERAL FUND:		-209,368.55	-220,631.47	-229,317.00	-229,317.00	0.00	-232,324.00	-3,007.00	1.31%
Report Total:		-209,368.55	-220,631.47	-229,317.00	-229,317.00	0.00	-232,324.00	-3,007.00	1.31%

TO: Mayor and City Council
FROM: Carol Webb, City Administrator
DATE: 08/25/25
RE: Legal Services Budget Analysis

Historical Expenditure Trends

The Legal Services budget has remained relatively stable over the last three fiscal years.

Fiscal Year	Total Budget	Actual Expenditure
2023-2024	\$85,187	\$83,288
2024-2025	\$94,570	\$55,790
2025-2026	\$94,602	\$9,060 (YTD)

The legal services budget has demonstrated a slight upward trend over the past three fiscal years. The relatively modest size of the legal budget means even small changes in spending categories can significantly affect totals, and as such, close monitoring is important.

Main Cost Drivers

The largest contributor to overall legal costs is the 'Legal Expenses' line item, which is budgeted at \$75,000 in FY2026. Other noteworthy expenses include a consistent \$10,000 annual payment to other entities and a \$4,000 allocation for personnel-related legal services. Union negotiation fees were notably high in FY2024, with \$20,000 budgeted and \$9,572.50 spent, but this line has been eliminated in FY2026, due to the timing of contract cycles.

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Efficiency or Elimination Opportunities

Given the size and variability of the legal budget, opportunities for cost containment focus primarily on the timing and frequency of professional services. The City should continue to evaluate when and why outside legal counsel is engaged, ensuring cost-effective use of internal resources, services offered by the Iowa League of Cities, etc. Other smaller line items such as court and filing fees, mileage reimbursement, and insurance premiums are reviewed periodically for potential consolidation or elimination. Regularly evaluating the scope and need of ongoing professional and contractual legal expenses will help avoid unnecessary spending.

Legal expenses related to issuing bonds are charged to the bond funds and legal expenses charged for development agreements are charged to TIF. For a savings, if a developer wants changes, the City should charge the developer or reduce their TIF agreement payment by that amount.

Fee-for-Service Opportunities

Legal services generally present limited opportunities for fee-for-service recovery. However, in some cases, such as code enforcement or nuisance abatement, the City could pursue reimbursement of legal costs when legally permissible and administratively feasible. While not a major revenue source, such strategies can reduce the net cost of providing legal support in certain areas.

Recommendations

The legal services budget is modest but subject to significant year-to-year variation depending on litigation, negotiations, and project-related legal demands. While the FY2026 budget shows stabilization, cost drivers remain centered on legal fees and external counsel. Careful management of these areas, combined with selective cost recovery strategies, can help control future legal expenditures and maintain budget predictability.

CITY COUNCIL

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Budget Comparison Report

Account Detail

Account Number		2023-2024 Total Activity	2024-2025 Total Activity	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2025-2026 FY26 Dept Req	2025-2026 FY26 Amendment 1	Increase / (Decrease)		2026-2027 FY27 Dept Request	Increase / (Decrease)	
Fund: 001 - GENERAL FUND										
Function: 6040 - Legal Services										
Expense										
<u>001.6040.5230.000</u>	CONSULTING & PROF FEES	0.00	0.00	5,000.00	5,000.00	0.00	0.00%	5,000.00	0.00	0.00%
<u>001.6040.5234.000</u>	LEGAL EXPENSES	62,064.42	42,949.32	75,000.00	75,000.00	0.00	0.00%	75,000.00	0.00	0.00%
<u>001.6040.5235.000</u>	UNION NEGOTIATING FEES	9,572.50	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
<u>001.6040.5236.000</u>	LEGAL-PERSONNEL	1,359.00	2,496.50	4,000.00	4,000.00	0.00	0.00%	4,000.00	0.00	0.00%
<u>001.6040.5250.000</u>	COURT, RECORD & FILING FEE:	0.00	0.00	250.00	250.00	0.00	0.00%	250.00	0.00	0.00%
<u>001.6040.5300.000</u>	INSURANCE - TORT LIAB	291.00	345.00	352.00	352.00	0.00	0.00%	387.00	35.00	9.94%
<u>001.6040.5331.000</u>	PAYMENTS-OTHER ENTITIES	10,000.00	10,000.00	10,000.00	10,000.00	0.00	0.00%	10,000.00	0.00	0.00%
<u>001.6040.5342.000</u>	CONTRACT-OUTSIDE HELP	1.11	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
<u>001.6040.5472.000</u>	MILEAGE REIMBUSMENT	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Expense:		83,288.03	55,790.82	94,602.00	94,602.00	0.00	0.00%	94,637.00	35.00	0.04%
Total Function: 6040 - Legal Services:		83,288.03	55,790.82	94,602.00	94,602.00	0.00	0.00%	94,637.00	35.00	0.04%
Total Fund: 001 - GENERAL FUND:		83,288.03	55,790.82	94,602.00	94,602.00	0.00	0.00%	94,637.00	35.00	0.04%
Report Total:		83,288.03	55,790.82	94,602.00	94,602.00	0.00	0.00%	94,637.00	35.00	0.04%

TO: Mayor and City Council
FROM: Alicia Hunter, City Clerk
DATE: 08/18/25
RE: City Clerk Budget Analysis

Historical Expenditure Trends

The City Clerk revenues have remained consistent over the last three fiscal years. Expenditures have increased primarily due to the wage classification study.

Fiscal Year	Total Budget	Actual Expenditure
2023-2024	\$105,202.00	\$89,337.34
2024-2025	\$128,241.00	\$114,578.36
2025-2026	\$147,458.00	\$28,486.86 (YTD)

- FY25 showed funding from council-designated local option sales tax for the Civic Clerk Agenda and Meeting Management upgrades. The annual maintenance contracts will be paid from the general fund in FY26.

Main Cost Drivers

The primary cost driver in the City Clerk's budget is regular non-union wages along with associated benefits such as IPERS, group insurance, and Social Security/Medicare contributions. Other significant recurring expense include Advertising and Legal Publication (\$10,750) for the publication of minutes, public hearings, ordinances, etc.; Dues and Memberships (\$13,000) for the Iowa League of Cities (\$11,140) and Chamber (\$500); Consulting & Professional Fees (\$5,000) for codification of ordinances; Contract-Software Maintenance (\$11,535) for Agenda and Meeting Management and Municode. Other expenses include travel/training for clerk certification requirements, postage, and office supplies all of which have smaller but consistent budget impacts.

Efficiency or Elimination Opportunities

The Council may consider evaluating membership and subscription costs. There will be a minor savings in consulting and professional fees once the City is able to implement the self-publishing Code of Ordinances through Municode, which is delayed due to compliance with federal web content accessibility guidelines (WCAG). The \$2400 budgeted maintenance contract in FY26 will most likely be budget savings.

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Fee-for-Service Opportunities

All City Clerk licensing requires a fee-for-service. At this time the only fee recommended for review is the vicious animal license that is \$15. This license type requires attorney review therefore the fee could be increased. The Animal Ordinance Review Committee will discuss a recommendation for a fee adjustment.

Recommendations

- Maintain current funding levels unless new initiatives are planned.
- Review vicious animal licensing fee.

CITY COUNCIL

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Budget Comparison Report

Account Detail

Account Number		2023-2024 Total Activity	2024-2025 Total Activity	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2025-2026 FY26 Dept Req	2025-2026 FY26 Amendment 1	Increase / (Decrease)		2026-2027 FY27 Dept Request	Increase / (Decrease)	
Fund: 001 - GENERAL FUND										
Function: 6020 - Clerk										
Revenue										
001.6020.4212.000	LIQUOR LICENSES	52,352.25	31,415.94	32,000.00	32,000.00	0.00	0.00%	32,000.00	0.00	0.00%
001.6020.4220.000	CIGARETTE PERMITS	3,100.00	7,500.00	3,100.00	3,100.00	0.00	0.00%	3,100.00	0.00	0.00%
001.6020.4230.000	MISC BUSINESS LIC/PRMTS	7,200.00	12,120.00	5,000.00	5,000.00	0.00	0.00%	5,000.00	0.00	0.00%
001.6020.4492.000	CITY CLERK MISC CHRGS	2,748.22	5,486.25	4,500.00	4,500.00	0.00	0.00%	4,500.00	0.00	0.00%
001.6020.4616.000	INT CHRGD - ACCTS REC	2,040.74	3,880.00	2,000.00	2,000.00	0.00	0.00%	2,000.00	0.00	0.00%
001.6020.4620.000	RENTS - ADM	0.00	120.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6020.4875.000	REFND/REIMB: CLERK	24.61	205.99	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
	Total Revenue:	67,465.82	60,728.18	46,600.00	46,600.00	0.00	0.00%	46,600.00	0.00	0.00%
Expense										
001.6020.5010.010	REGULAR-NON UNION	82,789.62	93,212.06	98,509.00	98,509.00	0.00	0.00%	104,006.00	5,497.00	5.58%
001.6020.5101.010	SOCIAL SECURITY-NON UNION	4,760.81	5,379.96	6,108.00	6,108.00	0.00	0.00%	6,448.00	340.00	5.57%
001.6020.5102.010	MEDICARE-NON UNION	1,113.44	1,258.26	1,428.00	1,428.00	0.00	0.00%	1,508.00	80.00	5.60%
001.6020.5111.010	IPERS-NON UNION	7,815.35	8,799.28	9,299.00	9,299.00	0.00	0.00%	9,818.00	519.00	5.58%
001.6020.5121.010	GRP INSUR-NON UNION	19,625.84	23,175.36	27,271.00	27,271.00	0.00	0.00%	32,726.00	5,455.00	20.00%
001.6020.5122.000	RETIRES GRP HLTH INS	9,766.03	11,532.36	8,949.00	8,949.00	0.00	0.00%	8,949.00	0.00	0.00%
001.6020.5123.010	WORKCOMP-NON UNION	143.79	148.38	153.00	153.00	0.00	0.00%	148.00	-5.00	-3.27%
001.6020.5210.000	ADVERTISING & LEGAL PUB	9,880.93	10,543.29	10,750.00	10,750.00	0.00	0.00%	10,750.00	0.00	0.00%
001.6020.5230.000	CONSULTING & PROF FEES	4,304.26	3,720.77	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6020.5250.000	COURT, RECORD & FILING FEE	1,279.76	1,074.22	1,500.00	1,500.00	0.00	0.00%	1,500.00	0.00	0.00%
001.6020.5280.000	DUES, MEMBER, SUBSCRIPTN	11,332.00	11,526.16	13,000.00	13,000.00	0.00	0.00%	13,000.00	0.00	0.00%
001.6020.5290.000	INSURANCE - GENERAL	0.00	101.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6020.5300.000	INSURANCE - TORT LIAB	716.04	702.00	866.00	866.00	0.00	0.00%	953.00	87.00	10.05%
001.6020.5344.000	CONTRACT-MAINTENANCE	727.07	754.81	1,000.00	1,000.00	0.00	0.00%	1,000.00	0.00	0.00%
001.6020.5347.000	CONTRACT-SOFTWARE MAINT	500.00	500.00	11,535.00	11,535.00	0.00	0.00%	11,535.00	0.00	0.00%
001.6020.5360.000	POSTAGE & SHIPPING	30.58	1,401.74	1,500.00	1,500.00	0.00	0.00%	1,500.00	0.00	0.00%
001.6020.5410.000	REPAIRS & MAINTENANCE	0.00	0.00	100.00	100.00	0.00	0.00%	100.00	0.00	0.00%
001.6020.5450.000	TELEPHONE/OTHR COMMNCT	520.92	275.96	600.00	600.00	0.00	0.00%	600.00	0.00	0.00%
001.6020.5460.000	CONFERENCE EXPENSE	0.00	449.99	500.00	500.00	0.00	0.00%	500.00	0.00	0.00%
001.6020.5464.000	TRAVEL-PER DIEM	0.00	0.00	40.00	40.00	0.00	0.00%	40.00	0.00	0.00%
001.6020.5472.000	MILEAGE REIMBURSE	79.20	212.50	150.00	150.00	0.00	0.00%	150.00	0.00	0.00%

Budget Comparison Report

Account Number				Comparison 1	Comparison 1		Comparison 2	Comparison 2	
		2023-2024	2024-2025	Parent Budget	Budget		Budget	to Comparison	
		Total Activity	Total Activity	2025-2026 FY26 Dept Req	2025-2026 FY26 Amendment 1	Increase / (Decrease)	2026-2027 FY27 Dept Request	Increase / (Decrease)	%
001.6020.5600.000	OPERATING SUPPLIES	3.79	0.00	0.00	0.00	0.00	0.00%	0.00	0.00%
001.6020.5605.000	OFFICE SUPPLIES	804.35	492.44	800.00	800.00	0.00	0.00%	800.00	0.00%
001.6020.5980.000	REFUNDS/REIMB	609.38	46.00	0.00	0.00	0.00	0.00%	0.00	0.00%
	Total Expense:	156,803.16	175,306.54	194,058.00	194,058.00	0.00	0.00%	206,031.00	11,973.00 6.17%
	Total Function: 6020 - Clerk:	-89,337.34	-114,578.36	-147,458.00	-147,458.00	0.00	0.00%	-159,431.00	-11,973.00 8.12%
	Total Fund: 001 - GENERAL FUND:	-89,337.34	-114,578.36	-147,458.00	-147,458.00	0.00	0.00%	-159,431.00	-11,973.00 8.12%
	Report Total:	-89,337.34	-114,578.36	-147,458.00	-147,458.00	0.00	0.00%	-159,431.00	-11,973.00 8.12%

TO: Mayor and City Council
FROM: Alicia Hunter, City Clerk
DATE: 08/18/25
RE: Elections Budget Analysis

Historical Expenditure Trends

The Election budget and expenditures have fluctuated over the past three fiscal years based on the need for a special election. The 9/12/23 city special election was \$15,769.28. The 11/7/23 city/school election was \$3,346.49. The 3/5/24 city/school special election was \$4,173.64. The 7/16/24 special election for 4th ward vacancy was \$6,928.97.

Fiscal Year	Total Budget	Actual Expenditure
2023-2024	\$40,610.00	\$27,674.12
2024-2025	\$11,098.00	\$11,097.40
2025-2026	\$20,000.00	\$0 (YTD)

Main Cost Drivers

The primary cost driver in the Elections budget is the city/school election every other year or a special election.

Efficiency or Elimination Opportunities

The Marshall County Election office conducts all elections therefore we do not have the option to review processes. Since 2023 they have implemented cost saving improvements for programming/ballot layout. There is a cost savings when the school district also has a need for a special election measure.

Fee-for-Service Opportunities

Not applicable.

Recommendations

Maintain funding levels as needed.

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Budget Comparison Report

Account Detail

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
Account Number		2023-2024 Total Activity	2024-2025 Total Activity	2025-2026 FY26 Dept Req	2025-2026 FY26 Amendment 1	Increase / (Decrease)		2026-2027 FY27 Dept Request	Increase / (Decrease)	
Fund: 001 - GENERAL FUND										
Function: 6030 - Elections										
Expense										
001.6030.4875.000	REFUNDS	0.00	-5.21	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6030.5210.000	ADVERTISING & LEGAL PUB	500.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6030.5365.000	ELECTION EXPENSE	19,115.77	11,102.61	20,000.00	20,000.00	0.00	0.00%	20,000.00	0.00	0.00%
001.6030.5370.000	PRINTING & BINDING	8,058.35	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
	Total Expense:	27,674.12	11,097.40	20,000.00	20,000.00	0.00	0.00%	20,000.00	0.00	0.00%
	Total Function: 6030 - Elections:	27,674.12	11,097.40	20,000.00	20,000.00	0.00	0.00%	20,000.00	0.00	0.00%
	Total Fund: 001 - GENERAL FUND:	27,674.12	11,097.40	20,000.00	20,000.00	0.00	0.00%	20,000.00	0.00	0.00%
	Report Total:	27,674.12	11,097.40	20,000.00	20,000.00	0.00	0.00%	20,000.00	0.00	0.00%

TO: Mayor and City Council
FROM: Jill Petermeier, Human Resources Director
DATE: 08.25.25
RE: Human Resources Budget Analysis

Historical Expenditure Trends

The Human Resources (HR) budget and expenditures have increased modestly over the past three fiscal years.

Fiscal Year	Total Budget	Actual Expenditure
2023-2024	\$134,907	\$135,296
2024-2025	\$150,422	\$147,815
2025-2026	\$160,875	\$16,799 (YTD)

Main Cost Drivers

Personnel expenses are the primary cost driver in the HR budget, accompanied by benefits including IPERS, group insurance, Social Security, and Medicare. Together, these categories represent the majority of total expenses. It is worth noting that this represents only a portion of my salary (86%) – 14% does come out of Enterprise Funds. Also, 10% of road use tax is transferred to the general fund to cover a portion of my salary. Other recurring expenses include dues and memberships (\$1,000), telephone and communication costs (\$500), conference expenses (\$2,000), and office supplies (\$2,000). Contracted outside help and professional services account for \$1,000 in FY2026, while other operational expenses such as postage, operating supplies, and insurance have smaller but consistent budget allocations. The \$25,000 in revenue charges in the HR budget is to assist in the administration of the group health insurance fund. We may want to consider raising that amount a little every year, which could be tied to the COLA increase.

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Efficiency or Elimination Opportunities

The City may consider evaluating membership and subscription costs for continued relevance, as well as monitoring conference and travel expenditures for alignment with departmental goals. The minimal use of contracted outside help indicates that in-house expertise is meeting most needs, but periodic review could ensure resources are deployed in the most cost-effective manner.

Fee-for-Service Opportunities

This budget area provides no direct public-facing services; revenue opportunities are minimal.

Recommendations

The HR budget is primarily personnel costs, with modest operational spending. The department's cost structure can be managed through strategic travel and training decisions. The FY2026 budget reflects a continuation of core service levels with a modest increase in overall funding.

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Budget Comparison Report

Account Detail

Account Number		2023-2024 Total Activity	2024-2025 Total Activity	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2025-2026 FY26 Dept Req	2025-2026 FY26 Amendment 1	Increase / (Decrease)		2026-2027 FY27 Dept Request	Increase / (Decrease)	
Fund: 001 - GENERAL FUND										
Function: 6025 - HR										
Revenue										
001.6025.4492.000	PERSONNEL MISC CHRGS	25,000.00	25,000.00	25,000.00	25,000.00	0.00	0.00%	25,000.00	0.00	0.00%
001.6025.4875.000	RFNDS/REIMB:	15.61	62.83	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
	Total Revenue:	25,015.61	25,062.83	25,000.00	25,000.00	0.00	0.00%	25,000.00	0.00	0.00%
Expense										
001.6025.5010.010	REGULAR-NON UNION	96,534.68	104,897.34	110,895.00	116,506.00	5,611.00	5.06%	123,002.00	6,496.00	5.58%
001.6025.5101.010	SOCIAL SECURITY-NON UNION	5,690.85	6,143.18	6,875.00	7,223.00	348.00	5.06%	7,626.00	403.00	5.58%
001.6025.5102.010	MEDICARE-NON UNION	1,330.98	1,436.86	1,608.00	1,689.00	81.00	5.04%	1,784.00	95.00	5.62%
001.6025.5111.010	IPERS-NON UNION	9,112.95	9,902.28	10,468.00	10,998.00	530.00	5.06%	11,611.00	613.00	5.57%
001.6025.5121.010	GRP INSUR-NON UNION	16,878.17	19,930.82	23,453.00	23,453.00	0.00	0.00%	28,144.00	4,691.00	20.00%
001.6025.5123.010	WORKCOMP-NON UNION	167.46	166.94	172.00	180.00	8.00	4.65%	175.00	-5.00	-2.78%
001.6025.5210.000	ADVERTISING & LEGAL PUB	0.00	34.22	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6025.5280.000	DUES, MEMBER, SUBSCRIPTN	934.00	244.00	1,000.00	1,000.00	0.00	0.00%	1,000.00	0.00	0.00%
001.6025.5290.000	INSURANCE - GENERAL	0.00	87.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6025.5300.000	INSURANCE - TORT LIAB	608.28	607.00	736.00	736.00	0.00	0.00%	810.00	74.00	10.05%
001.6025.5342.000	CONTRACT-OUTSIDE HELP	0.00	1,000.00	1,000.00	1,000.00	0.00	0.00%	1,000.00	0.00	0.00%
001.6025.5360.000	POSTAGE & SHIPPING	68.00	0.00	68.00	68.00	0.00	0.00%	68.00	0.00	0.00%
001.6025.5450.000	TELEPHONE/OTHR COMMNCT	520.92	275.96	500.00	500.00	0.00	0.00%	500.00	0.00	0.00%
001.6025.5460.000	CONFERENCE EXPENSE	1,515.16	1,201.23	2,000.00	2,000.00	0.00	0.00%	2,000.00	0.00	0.00%
001.6025.5600.000	OPERATING SUPPLIES	84.94	58.32	100.00	100.00	0.00	0.00%	100.00	0.00	0.00%
001.6025.5605.000	OFFICE SUPPLIES	1,849.82	1,830.07	2,000.00	2,000.00	0.00	0.00%	2,000.00	0.00	0.00%
	Total Expense:	135,296.21	147,815.22	160,875.00	167,453.00	6,578.00	4.09%	179,820.00	12,367.00	7.39%
	Total Function: 6025 - HR:	-110,280.60	-122,752.39	-135,875.00	-142,453.00	-6,578.00	4.84%	-154,820.00	-12,367.00	8.68%
	Total Fund: 001 - GENERAL FUND:	-110,280.60	-122,752.39	-135,875.00	-142,453.00	-6,578.00	4.84%	-154,820.00	-12,367.00	8.68%
	Report Total:	-110,280.60	-122,752.39	-135,875.00	-142,453.00	-6,578.00	4.84%	-154,820.00	-12,367.00	8.68%

TO: Mayor and City Council
FROM: Diana Steiner, Finance Director
DATE:
RE: Information Technology Function 6070 Budget Review

Executive Summary

The Finance Director is responsible for the Information Technology's (I.T.) budget. I.T. provides support to all the other departments for computer services, phone services, internet, etc.

The City has had a contract with BDH Technology since November 1, 2015. Prior to that the City had a staff member performing this work. BDH provide services for (a) general network maintenance, LAN, VPN connection, including modems, routers, switches (b) Server diagnostics and remote monitoring for problem avoidance, (c) Install hardware/software upgrades, (d) troubleshoot systems, including phone issues and internet connections. The City contracts for 80 hours per month, of which 20 hours are budgeted to the Police Department, 10 hours to the Library and the remaining 50 hours to the IT budget. Hardware/software/maintenance agreements and any equipment is charged separately.

Ongoing software maintenance charges for the city website, email provider, and telephone systems are also charged to this budget.

Please note that servers and staff computers are charged to fund 030 that contains the Capital Improvement property tax levy, instead of the fund 001 budget.

Historical Expenditure Trends

Fiscal year	Actual Expenditures	Budgeted
2023-2024	\$ 89,551	\$ 93,484
2024-2025	\$ 94,114	\$ 109,147
2025-2026 (July actual)	\$ 11,197	\$ 106,137
2025-2026 Amended		\$ 109,237
2026-2027		\$ 106,181

Main Cost Drivers for expenses

- Contracted services are provided by those with a specialized knowledge.

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- Phone repairs and upgrades can be unexpected. Phone system was purchased in Nov 2017.

Efficiency or Elimination Opportunities

- **Contracted IT Services:** If put it out for bid, the cost could go up or down. If reduce hours, the hourly rate could go up, so may not save anything overall. Extra hours are usually at a higher rate than a base rate for a set number of hours.

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Budget Comparison Report

Account Detail

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
		2023-2024 Total Activity	2024-2025 Total Activity	2025-2026 FY26 Dept Req	2025-2026 FY26 Amendment 1	Increase / (Decrease)		2026-2027 FY27 Dept Request	Increase / (Decrease)	
Account Number										
Fund: 001 - GENERAL FUND										
Function: 6021 - Finance										
Revenue										
001.6021.4010.000	PROPERTY TAXES-CURRENT	6,440,775.90	7,318,558.20	7,856,876.00	7,856,876.00	0.00	0.00%	7,856,876.00	0.00	0.00%
001.6021.4011.000	DELIQUENT PROPERTY TAXES	732.40	2,678.33	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6021.4012.000	PROP TAXES - BAND	7,744.97	60.62	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6021.4016.000	PROP TAXES,FISHER CM CTR	85,574.24	673.22	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6021.4018.000	PROP TAXES, TRANSIT	234,841.72	343,780.12	373,335.00	373,335.00	0.00	0.00%	373,335.00	0.00	0.00%
001.6021.4020.000	PROP TAX CURR EMERGENCY I	31,045.97	32,335.18	35,747.00	35,747.00	0.00	0.00%	37,535.00	1,788.00	5.00%
001.6021.4021.000	DELINQ EMERGENCY MGNT	3.18	10.71	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6021.4030.000	PROPERTY TAX CURR AG LANC	16,331.33	15,855.09	16,516.00	16,516.00	0.00	0.00%	16,516.00	0.00	0.00%
001.6021.4070.000	PROP TAX CURR TORT LIAB INS	316,752.64	467,493.33	459,370.00	459,370.00	0.00	0.00%	459,370.00	0.00	0.00%
001.6021.4110.000	UTILITY EXCISE TAX	896,325.96	1,066,918.19	965,322.00	965,322.00	0.00	0.00%	965,322.00	0.00	0.00%
001.6021.4120.000	UTILITY FRANCHISE FEES	162,337.87	129,245.62	140,000.00	130,000.00	-10,000.00	-7.14%	130,000.00	0.00	0.00%
001.6021.4140.000	HOTEL/MOTEL TAXES	581,269.56	634,713.57	625,000.00	625,000.00	0.00	0.00%	625,000.00	0.00	0.00%
001.6021.4150.000	CURRENT MOBILE HOME TAXE	6,855.18	7,110.44	6,800.00	6,800.00	0.00	0.00%	7,100.00	300.00	4.41%
001.6021.4151.000	DELIQ MOBILE HOME TAXES	827.70	1,275.77	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6021.4268.000	URBAN REVIT. PERMITS	150.00	100.00	100.00	100.00	0.00	0.00%	100.00	0.00	0.00%
001.6021.4331.000	AG LAND CREDIT	1,051.22	674.69	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6021.4332.000	AGED INCOME CREDIT	6,451.07	5,516.64	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6021.4333.000	DISABLED HOMESTEAD CREDIT	21,594.16	24,371.85	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6021.4334.000	FAMILY FARM CREDIT	0.00	138.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6021.4335.000	HOMESTEAD CREDIT	235,864.35	253,563.64	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6021.4336.000	MILITARY CREDIT	2,541.03	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6021.4337.000	MOBILE HOME CREDIT	0.00	16.16	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6021.4338.000	BUSINESS PROP TAX CREDIT	234,029.64	259,687.40	226,232.00	226,232.00	0.00	0.00%	226,232.00	0.00	0.00%
001.6021.4339.000	SF295 BACKFILL	160,944.92	142,077.56	111,382.00	111,382.00	0.00	0.00%	87,435.00	-23,947.00	-21.50%
001.6021.4361.000	MONEYS AND CREDITS ON CRI	17,019.29	17,781.59	17,781.00	17,781.00	0.00	0.00%	17,781.00	0.00	0.00%
001.6021.4490.000	ACCOUNTING SERVICES	144,679.12	145,649.12	145,593.00	145,593.00	0.00	0.00%	145,593.00	0.00	0.00%
001.6021.4492.000	FINANCE MISC CHARGES	4,488.68	1,450.20	1,000.00	1,000.00	0.00	0.00%	1,000.00	0.00	0.00%
001.6021.4540.000	PENALTIES/DELIQUENT	626.00	676.00	500.00	500.00	0.00	0.00%	500.00	0.00	0.00%
001.6021.4610.000	INTEREST ON INVESTMENTS	138,918.59	114,296.06	120,000.00	110,000.00	-10,000.00	-8.33%	100,000.00	-10,000.00	-9.09%
001.6021.4616.000	INT CHRGD - ACCTS REC	793.00	0.00	2,700.00	2,700.00	0.00	0.00%	2,700.00	0.00	0.00%

Budget Comparison Report

Account Number		2023-2024 Total Activity	2024-2025 Total Activity	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2025-2026 FY26 Dept Req	2025-2026 FY26 Amendment 1	Increase / (Decrease)		2026-2027 FY27 Dept Request	Increase / (Decrease)	
001.6021.4875.000	REFND/REIMB: FINANCE	329.90	178.66	75.00	75.00	0.00	0.00%	75.00	0.00	0.00%
	Total Revenue:	9,750,899.59	10,986,885.96	11,104,329.00	11,084,329.00	-20,000.00	-0.18%	11,052,470.00	-31,859.00	-0.29%
	Expense									
001.6021.5010.010	REGULAR-NON UNION	337,159.53	383,697.57	411,825.00	411,825.00	0.00	0.00%	433,091.00	21,266.00	5.16%
001.6021.5020.010	OVERTIME-NON UNION	90.90	0.00	3,000.00	3,000.00	0.00	0.00%	3,000.00	0.00	0.00%
001.6021.5060.010	TERM PAYOUTS-NON UNION	3,784.40	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6021.5101.010	SOCIAL SECURITY-NON UNION	19,648.74	22,122.77	25,719.00	25,719.00	0.00	0.00%	27,038.00	1,319.00	5.13%
001.6021.5102.010	MEDICARE-NON UNION	4,595.12	5,173.77	6,015.00	6,015.00	0.00	0.00%	6,323.00	308.00	5.12%
001.6021.5111.010	IPERS-NON UNION	31,836.21	36,220.86	39,159.00	39,159.00	0.00	0.00%	41,167.00	2,008.00	5.13%
001.6021.5121.010	GRP INSUR-NON UNION	85,087.55	101,495.50	120,621.00	120,621.00	0.00	0.00%	143,064.00	22,443.00	18.61%
001.6021.5123.010	WORKCOMP-NON UNION	592.28	611.20	643.00	643.00	0.00	0.00%	621.00	-22.00	-3.42%
001.6021.5151.000	PHYSICALS/IMMUNIZATIONS	179.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6021.5192.010	UNEMPLOYMENT-NON UNION	6,061.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6021.5210.000	ADVERTISING & LEGAL PUB	92.66	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6021.5215.000	BANK CHARGES	2,227.15	4,110.33	2,500.00	4,200.00	1,700.00	68.00%	4,200.00	0.00	0.00%
001.6021.5216.000	BACKGROUND CHECKS	42.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6021.5230.000	CONSULTING & PROF FEES	2,675.00	8,540.00	9,500.00	9,500.00	0.00	0.00%	9,500.00	0.00	0.00%
001.6021.5231.000	ACCOUNTING FEES	630.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6021.5232.000	AUDITING FEES	21,878.00	58,893.00	58,000.00	58,000.00	0.00	0.00%	60,900.00	2,900.00	5.00%
001.6021.5280.000	DUES, MEMBER, SUBSCRIPTN	1,075.00	229.51	1,200.00	1,200.00	0.00	0.00%	1,200.00	0.00	0.00%
001.6021.5290.000	INSURANCE - GENERAL	0.00	504.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6021.5300.000	INSURANCE - TORT LIAB	2,960.19	2,661.00	3,582.00	3,582.00	0.00	0.00%	3,940.00	358.00	9.99%
001.6021.5344.000	CONTRACT-MAINTENANCE	457.71	384.77	520.00	520.00	0.00	0.00%	520.00	0.00	0.00%
001.6021.5347.000	CONTRACT-SOFTWARE MAINT	47,702.94	53,405.71	55,125.00	55,125.00	0.00	0.00%	57,900.00	2,775.00	5.03%
001.6021.5360.000	POSTAGE & SHIPPING	3,640.28	5,059.43	5,100.00	5,100.00	0.00	0.00%	5,100.00	0.00	0.00%
001.6021.5410.000	REPAIRS & MAINTENANCE	0.00	0.00	100.00	100.00	0.00	0.00%	100.00	0.00	0.00%
001.6021.5450.000	TELEPHONE/OTHR COMMNCT	2,063.73	486.06	1,200.00	1,200.00	0.00	0.00%	1,200.00	0.00	0.00%
001.6021.5460.000	CONFERENCE EXPENSE	50.00	605.00	1,200.00	1,200.00	0.00	0.00%	1,200.00	0.00	0.00%
001.6021.5470.000	TRAINING	470.00	144.99	200.00	200.00	0.00	0.00%	200.00	0.00	0.00%
001.6021.5570.000	VEHICLE GAS	0.00	11.58	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6021.5600.000	OPERATING SUPPLIES	323.06	393.85	250.00	400.00	150.00	60.00%	400.00	0.00	0.00%
001.6021.5605.000	OFFICE SUPPLIES	1,253.91	1,539.57	1,600.00	1,600.00	0.00	0.00%	1,600.00	0.00	0.00%
001.6021.5612.000	COMPUTER COMPONENTS	10.14	137.75	500.00	500.00	0.00	0.00%	500.00	0.00	0.00%
001.6021.5702.000	MINOR OFFICE FURN/EQUIP	149.99	713.89	100.00	100.00	0.00	0.00%	100.00	0.00	0.00%
001.6021.5703.000	MINOR COMPUTER	0.00	87.10	200.00	200.00	0.00	0.00%	200.00	0.00	0.00%
001.6021.5704.000	MINOR SOFTWARE <\$5,000	0.00	0.00	20.00	20.00	0.00	0.00%	20.00	0.00	0.00%
001.6021.5718.000	MINOR EQUIP, UNCLASSIFIED	0.00	0.00	100.00	100.00	0.00	0.00%	100.00	0.00	0.00%
001.6021.5870.000	FINES & SERVICE CHRGS	0.00	3.11	25.00	25.00	0.00	0.00%	25.00	0.00	0.00%
001.6021.5980.000	REFUNDS/REIMBURSEMENTS	50.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%

Budget Comparison Report

				Comparison 1	Comparison 1		Comparison 2	Comparison 2	
				Budget	to Parent		Budget	to Comparison	
				Budget	Budget	%	Budget	1 Budget	%
		2023-2024	2024-2025	2025-2026	2025-2026	Increase /	2026-2027	Increase /	
		Total Activity	Total Activity	FY26 Dept Req	FY26	(Decrease)	FY27 Dept	(Decrease)	
					Amendment 1		Request		
Account Number	CASH SHORT & (OVER)	9.20	2.34	10.00	10.00	0.00	10.00	0.00	0.00%
<u>001.6021.5990.000</u>	Total Expense:	576,795.69	687,234.66	748,014.00	749,864.00	1,850.00	803,219.00	53,355.00	7.12%
	Total Function: 6021 - Finance:	9,174,103.90	10,299,651.30	10,356,315.00	10,334,465.00	-21,850.00	10,249,251.00	-85,214.00	-0.82%
	Total Fund: 001 - GENERAL FUND:	9,174,103.90	10,299,651.30	10,356,315.00	10,334,465.00	-21,850.00	10,249,251.00	-85,214.00	-0.82%
	Report Total:	9,174,103.90	10,299,651.30	10,356,315.00	10,334,465.00	-21,850.00	10,249,251.00	-85,214.00	-0.82%

TO: Mayor and City Council
FROM: Diana Steiner, Finance Director
DATE:
RE: Information Technology Function 6070 Budget Review

Executive Summary

The Finance Director is responsible for the Information Technology's (I.T.) budget. I.T. provides support to all the other departments for computer services, phone services, internet, etc.

The City has had a contract with BDH Technology since November 1, 2015. Prior to that the City had a staff member performing this work. BDH provide services for (a) general network maintenance, LAN, VPN connection, including modems, routers, switches (b) Server diagnostics and remote monitoring for problem avoidance, (c) Install hardware/software upgrades, (d) troubleshoot systems, including phone issues and internet connections. The City contracts for 80 hours per month, of which 20 hours are budgeted to the Police Department, 10 hours to the Library and the remaining 50 hours to the IT budget. Hardware/software/maintenance agreements and any equipment is charged separately.

Ongoing software maintenance contains charges for the city website, email provider, and telephone systems.

Please note that servers and staff computers are charged to fund 030 that contains the Capital Improvement property tax levy, instead of the fund 001 budget.

Historical Expenditure Trends

Fiscal year	Actual Expenditures	Budgeted
2023-2024	\$ 89,551	\$ 93,484
2024-2025	\$ 94,114	\$ 109,147
2025-2026 (July actual)	\$ 11,197	\$ 106,137
2025-2026 Amended		\$ 109,237
2026-2027		\$ 106,181

Main Cost Drivers for expenses

- Contracted services are provided by those with a specialized knowledge.



- Phone repairs and upgrades can be unexpected. Phone system was purchased in Nov 2017.

Efficiency or Elimination Opportunities

- **Contracted IT Services:** If put it out for bid, the cost could go up or down. If reduce hours, the hourly rate could go up, so may not save anything overall. Extra hours are usually at a higher rate than a base rate for a set number of hours.

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Budget Comparison Report

Account Detail

		2023-2024	2024-2025	Comparison 1	Comparison 1		Comparison 2	Comparison 2	
		Total Activity	Total Activity	Parent Budget	Budget	to Parent	Budget	to Comparison	
				2025-2026	2025-2026	Increase /	2026-2027	1 Budget	%
				FY26 Dept Req	FY26	(Decrease)	FY27 Dept	Increase /	%
					Amendment 1		Request	(Decrease)	
Account Number									
Fund: 001 - GENERAL FUND									
Function: 6070 - Data Processing,IT									
Revenue									
<u>001.6070.4875.000</u>	RFNDS/REIMB: D.PROC	99.85	31.45	35.00	35.00	0.00	35.00	0.00	0.00%
	Total Revenue:	99.85	31.45	35.00	35.00	0.00	35.00	0.00	0.00%
Expense									
<u>001.6070.5300.000</u>	INSURANCE - TORT LIAB	361.00	371.00	437.00	437.00	0.00	481.00	44.00	10.07%
<u>001.6070.5342.000</u>	CONTRACT-OUTSIDE HELP	4,185.00	832.50	2,000.00	2,000.00	0.00	2,000.00	0.00	0.00%
<u>001.6070.5347.000</u>	CONTRACT-SOFTWARE MAINT	83,536.34	88,163.09	100,000.00	100,000.00	0.00	100,000.00	0.00	0.00%
<u>001.6070.5612.000</u>	COMPUTER COMPONENTS	1,468.54	0.00	1,500.00	1,500.00	0.00	1,500.00	0.00	0.00%
<u>001.6070.5703.000</u>	MINOR COMPUTER	0.00	810.00	1,000.00	1,000.00	0.00	1,000.00	0.00	0.00%
<u>001.6070.5704.000</u>	MINOR SOFTWARE <\$5,000	0.00	3,937.75	1,200.00	4,300.00	3,100.00	1,200.00	-3,100.00	-72.09%
	Total Expense:	89,550.88	94,114.34	106,137.00	109,237.00	3,100.00	106,181.00	-3,056.00	-2.80%
Total Function: 6070 - Data Processing,IT:		-89,451.03	-94,082.89	-106,102.00	-109,202.00	-3,100.00	-106,146.00	3,056.00	-2.80%
Total Fund: 001 - GENERAL FUND:		-89,451.03	-94,082.89	-106,102.00	-109,202.00	-3,100.00	-106,146.00	3,056.00	-2.80%
Report Total:		-89,451.03	-94,082.89	-106,102.00	-109,202.00	-3,100.00	-106,146.00	3,056.00	-2.80%

TO: Mayor and City Council
FROM: Diana Steiner, Finance Director
DATE:
RE: Other General Government Function 6900 Budget Review

Executive Summary

The Finance Director is responsible for the Other General Government budget. This is used for items that are not function specific. The biggest cost is for TASC to administer the employee benefit for health care/dependent care reimbursement.

During budget season the expected payout for the retirement health savings account (RHSA) is budgeted here and then depending on who retires, it is moved to the function the staff member is paid from.

Historical Expenditure Trends

Fiscal year	Actual Expenditures	Budgeted
2023-2024	\$ 6,216	\$ 35,219
2024-2025	\$ 11,258	\$ 12,623
2025-2026 (July actual)	\$ 235	\$ 10,989
2025-2026 Amended		\$ 6,089
2026-2027		\$ 8,393

Main Cost Drivers for expenses

- The number of employees that participate in the benefit.
- The operating supplies line is used for bulk purchases of copier paper and envelopes. It is reimbursed quarterly by the different functions based on usage.

Efficiency or Elimination Opportunities

- **Contracted outside help:** This is a popular benefit for employees (over 70 employees participate) and is pre-tax so saves them on their income taxes. I would not recommend eliminating.

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Budget Comparison Report

Account Detail

		2023-2024	2024-2025	Parent Budget	Comparison 1	Comparison 1		Comparison 2	Comparison 2	
		Total Activity	Total Activity	2025-2026	Budget	to Parent	%	Budget	to Comparison	%
				FY26 Dept Req	2025-2026	Increase /		2026-2027	1 Budget	
					FY26	(Decrease)		FY27 Dept	Increase /	
					Amendment 1			Request	(Decrease)	
Account Number										
Fund: 001 - GENERAL FUND										
Function: 6900 - Other Gen Gov										
Revenue										
001.6900.4875.000	RFNDS/REIMB: GEN GVT	812.12	4,857.90	1,000.00	1,000.00	0.00	0.00%	1,000.00	0.00	0.00%
001.6900.4876.000	MISC REV	1,189.36	1,370.64	500.00	500.00	0.00	0.00%	500.00	0.00	0.00%
001.6900.4960.000	SALE OF F.A.-GEN GOVT	500.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6900.4961.000	GENL-NONCAPLZD ASSETS	0.00	500.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:		2,501.48	6,728.54	1,500.00	1,500.00	0.00	0.00%	1,500.00	0.00	0.00%
Expense										
001.6900.5061.000	RHSA PAYOUTS	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6900.5290.000	INSURANCE - GENERAL	-0.21	5,322.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6900.5300.000	INSURANCE - TORT LIAB	32.00	26.00	39.00	39.00	0.00	0.00%	43.00	4.00	10.26%
001.6900.5341.000	FLEXIBLE BENEFIT CLAIMS	148.94	-500.82	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6900.5342.000	CONTRACT-OUTSIDE HELP	4,990.97	4,871.83	7,600.00	5,000.00	-2,600.00	-34.21%	5,000.00	0.00	0.00%
001.6900.5485.000	STORM WATER FEES	0.00	1,637.98	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6900.5570.000	VEHICLE GAS	0.00	0.00	1,200.00	0.00	-1,200.00	-100.00%	1,200.00	1,200.00	0.00%
001.6900.5600.000	OPERATING SUPPLIES	1,044.20	-98.78	1,000.00	1,000.00	0.00	0.00%	1,000.00	0.00	0.00%
001.6900.5700.000	MINOR EQUIP 500-4999	0.00	0.00	1,000.00	0.00	-1,000.00	-100.00%	1,000.00	1,000.00	0.00%
001.6900.5991.000	CHECKS RETURNED & COLLECT	0.00	0.00	150.00	50.00	-100.00	-66.67%	150.00	100.00	200.00%
Total Expense:		6,215.90	11,258.21	10,989.00	6,089.00	-4,900.00	-44.59%	8,393.00	2,304.00	37.84%
Total Function: 6900 - Other Gen Gov:		-3,714.42	-4,529.67	-9,489.00	-4,589.00	4,900.00	-51.64%	-6,893.00	-2,304.00	50.21%
Total Fund: 001 - GENERAL FUND:		-3,714.42	-4,529.67	-9,489.00	-4,589.00	4,900.00	-51.64%	-6,893.00	-2,304.00	50.21%
Report Total:		-3,714.42	-4,529.67	-9,489.00	-4,589.00	4,900.00	-51.64%	-6,893.00	-2,304.00	50.21%

TO: Mayor and City Council
FROM: Heather Thomas, Public Works Director
DATE: August 25, 2025
RE: Functions 6050 & 6051 - Budget Analysis

Function 6050 is for City Hall and General Buildings. Function 6051 is for the Carnegie Building, which also includes the Park & Rec addition. Due to how staff is budgeted, function 6050 serves as the expense holder for a portion of four staff (Electrical & Facility Superintendent, Custodian, and two PPME Union employees that work in electrical & facilities), some vehicle operating expenses, and some tools that are not used for other public works facilities within transit, streets, sewer, traffic signals, and street lights. These other facilities served by these 6050 expenses would include buildings like the Carnegie Building, Library, Police & Fire Building, Coliseum, and the various Parks & Recreations Facilities through town.

Historical Expenditure Trends

There is no significant revenue in these functions. The revenue line items are associated with refunds/reimbursements through non-staff costs associated with our YSS agreement (25% Elevator & Dumpster, 33% Fire Alarm, \$250 Snow, 50% Boiler, Sprinkler, and Generator (being eliminated)). Increases shown in budgeted amounts are due to staff COLA / step increases and an increase effort to maintain and repair buildings as time/funding allows (Council Goal from 2023 Strategic Planning Session).

General Fund 001 - Function 6050 – City Hall & General Buildings		
Fiscal Year	Total Budget (Net Expense)	Actual Expenditure (Net Expense)
2023-2024	\$ 221,189.00	\$ 181,684.80
2024-2025	\$ 255,611.00	\$ 243,398.82
2025-2026	\$ 270,975.00	\$ 26,070.84 (07/01 – 08/20)

Please note – a staff vacancy (not filled until 05/28/24) is a part of the reason for expenditures being lower than budget in FY24.

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General Fund 001 - Function 6051 – Carnegie Building		
Fiscal Year	Total Budget (Net Expense)	Actual Expenditure (Net Expense)
2023-2024	\$ 44,560.00	\$ 30,254.15
2024-2025	\$ 45,739.00	\$ 37,210.57
2025-2026	\$ 47,921.00	\$ 2,455.50 (07/01 – 08/20)

Expenses charged to 001.6050 and 001.6051 are not capital projects. Planned for / known capital expenses (>\$5,000) for these buildings are included in the CIP Levy (Fund 030) or Building Maintenance (Fund 031). As a reminder, the Building Maintenance Fund has no funding source as is projected to spend down all remaining funds this fiscal year. Through fiscal years 2025 & 2026, some of those projects/expenses that were budgeted have included:

Carnegie Basement Plaster Repair	FY26	Fund 031	\$ 7,500
Carnegie Drain Tile	FY25	Fund 031	\$ 25,000
City Hall Drain Tile	FY26	Fund 031	\$ 18,000
Entrance Carpet (P&R / Carnegie Bldgs)	FY26	Fund 031	\$ 5,000
Carnegie Building Roof Limestone & City Hall ADA Entrance Brick Repair	FY25	Fund 031	\$ 20,000
City Hall Boiler Study	FY25	Fund 031	\$ 10,000
City Hall HVAC	FY26	Fund 031	\$ 150,000
SWAT Room Disconnection	FY25	Fund 031	\$ 6,250
Cellular Booster – Utility Facility Portion	FY26	Fund 031	\$ 1,000
City Wide Wash Bay – GF Function Portion	FY25/26	Fund 031	\$ 53,333
TOTAL			\$ 296,083

There may also be larger capital projects that are requesting GO Bond funding, such as tuckpointing to Coliseum, Library and Exterior Wall Repair to P&R estimated at **\$476,000** and requested for FY27 consideration.

Main Cost Drivers

The primary cost drivers in Function 6050 budget include a portion of wages/benefits for staff involved in maintaining, repairing, and cleaning various buildings (\$197,000); insurance (\$23,000), contracted City Hall outside help / maintenance contracts such as elevator, fire alarm, generator, boiler, etc (\$14,000); budgeted City Hall repairs (\$10,000); utilities for City Hall (\$17,000); and minor equipment and operating expenses (\$13,000). *Please note, we believe there has been an error in billing and the electrical charges included in these FYs at City Hall are less than what was spent; therefore, are anticipating this increasing once wiring/billing changes are made.*

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The primary cost drivers in Function 6051 budget include insurance (\$7,000), contracted outside help / maintenance contracts such as elevator, fire alarm generator, etc (\$8,000); budgeted Carnegie/P&R repairs (\$6,000); utilities for Carnegie/P&R (\$23,000); and minor equipment and operating expenses (\$5,000).

Efficiency or Elimination Opportunities

- The Council may consider city owned facilities and if there are any efficiencies in combining or eliminating certain city-owned buildings / real estate.
- Certain facilities may have energy efficiency projects or alternative energy sources that could bring down annual energy costs; however, would require upfront capital costs.

Fee-for-Service Opportunities

- Revenue for most city facilities that a fee for use is charged has revenue that is shown in a different function; however, facility maintenance staff costs are shown in these functions.
- Lease-out underutilized space within city buildings/facilities.

Recommendations

- Continue to review City Hall Building for repurposing underutilized space with HVAC upgrades or consider relocating city uses within the building.
- Maintain current funding levels and projections unless new facilities are added or old facilities are removed.
- Council needs to develop a funding source for Building Maintenance Projects (to Fund 031), which will not have funds for future fiscal years.

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Budget Comparison Report

Account Detail

		2023-2024	2024-2025	Parent Budget	Comparison 1	Comparison 1		Comparison 2	Comparison 2	
		Total Activity	Total Activity	2025-2026	2025-2026	to Parent	%	2026-2027	to Comparison	%
				FY26 Dept Req	FY26	Budget		FY27 Dept	1 Budget	
					Amendment 1	Increase /		Request	Increase /	
						(Decrease)			(Decrease)	
Account Number										
Fund: 001 - GENERAL FUND										
Function: 6050 - City Hall & Gen Buildings										
Revenue										
001.6050.4875.000	REFUNDS/REIMB	6,413.44	3,714.06	3,700.00	3,700.00	0.00	0.00%	3,700.00	0.00	0.00%
001.6050.4879.000	REBATES	39.38	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:		6,452.82	3,714.06	3,700.00	3,700.00	0.00	0.00%	3,700.00	0.00	0.00%
Expense										
001.6050.5010.010	REGULAR-NON UNION	83,894.59	93,799.98	99,298.00	99,298.00	0.00	0.00%	104,833.00	5,535.00	5.57%
001.6050.5010.040	REGULAR-PPME UNION	23,827.14	46,015.83	49,153.00	49,153.00	0.00	0.00%	51,565.00	2,412.00	4.91%
001.6050.5020.040	OVERTIME-PPME UNION	35.89	1,098.93	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6050.5101.010	SOCIAL SECURITY-NON UNION	5,208.15	5,785.82	6,156.00	6,156.00	0.00	0.00%	6,500.00	344.00	5.59%
001.6050.5101.040	SOCIAL SECURITY-PPME UNIOI	1,339.31	2,704.55	3,048.00	3,048.00	0.00	0.00%	3,197.00	149.00	4.89%
001.6050.5102.010	MEDICARE-NON UNION	1,217.99	1,352.91	1,440.00	1,440.00	0.00	0.00%	1,520.00	80.00	5.56%
001.6050.5102.040	MEDICARE-PPME UNION	313.08	632.71	713.00	713.00	0.00	0.00%	748.00	35.00	4.91%
001.6050.5111.010	IPERS-NON UNION	7,919.75	8,854.93	9,374.00	9,374.00	0.00	0.00%	9,896.00	522.00	5.57%
001.6050.5111.040	IPERS-PPME UNION	2,252.45	4,447.96	4,640.00	4,640.00	0.00	0.00%	4,868.00	228.00	4.91%
001.6050.5121.010	GRP INSUR-NON UNION	0.00	3,601.78	0.00	0.00	0.00	0.00%	8,305.00	8,305.00	0.00%
001.6050.5121.040	GRP INSUR-PPME UNION	6,672.98	13,411.52	18,545.00	18,545.00	0.00	0.00%	19,043.00	498.00	2.69%
001.6050.5123.010	WORKCOMP-NON UNION	3,067.13	3,085.22	3,176.00	3,176.00	0.00	0.00%	3,314.00	138.00	4.35%
001.6050.5123.040	WORKCOMP-PPME UNION	1,086.18	1,734.33	1,747.00	1,747.00	0.00	0.00%	1,808.00	61.00	3.49%
001.6050.5151.000	PHYSICALS/IMMUNIZATIONS	0.00	69.04	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6050.5251.000	LICENSE & PERMITS	75.00	75.00	75.00	75.00	0.00	0.00%	75.00	0.00	0.00%
001.6050.5290.000	INSURANCE - GENERAL	18,403.82	20,159.00	22,269.00	22,269.00	0.00	0.00%	24,496.00	2,227.00	10.00%
001.6050.5300.000	INSURANCE - TORT LIAB	621.02	1,003.00	751.00	751.00	0.00	0.00%	826.00	75.00	9.99%
001.6050.5342.000	CONTRACT-OUTSIDE HELP	3,456.43	6,166.84	3,300.00	3,300.00	0.00	0.00%	3,300.00	0.00	0.00%
001.6050.5344.000	CONTRACT-MAINTENANCE	6,852.74	8,240.24	10,500.00	10,500.00	0.00	0.00%	10,500.00	0.00	0.00%
001.6050.5347.000	CONTRACT-SOFTWARE MAINT	0.00	65.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6050.5410.000	REPAIRS & MAINTENANCE	5,659.22	6,491.43	10,000.00	10,000.00	0.00	0.00%	10,000.00	0.00	0.00%
001.6050.5450.000	TELEPHONE/OTHR COMMNCT	4,006.36	1,740.68	4,830.00	4,830.00	0.00	0.00%	4,830.00	0.00	0.00%
001.6050.5481.000	ELECTRICITY	1,391.67	2,137.84	3,000.00	3,000.00	0.00	0.00%	3,000.00	0.00	0.00%
001.6050.5482.000	NATURAL GAS	4,966.39	6,679.35	9,320.00	9,320.00	0.00	0.00%	9,320.00	0.00	0.00%
001.6050.5565.000	VEHICLE OPER/MAINT SPPLY	0.00	229.73	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6050.5570.000	VEHICLE GAS	2,127.26	1,675.90	3,600.00	3,600.00	0.00	0.00%	3,600.00	0.00	0.00%

Budget Comparison Report

				Comparison 1	Comparison 1		Comparison 2	Comparison 2	
		Parent Budget		Budget	to Parent	%	Budget	to Comparison	%
		2023-2024	2024-2025	2025-2026	2025-2026		2026-2027	1 Budget	
		Total Activity	Total Activity	FY26 Dept Req	FY26	Increase /	FY27 Dept	Increase /	
					Amendment 1	(Decrease)	Request	(Decrease)	
Account Number									
001.6050.5600.000	OPERATING SUPPLIES	2,288.61	2,097.78	3,500.00	3,500.00	0.00	3,500.00	0.00	0.00%
001.6050.5605.000	OFFICE SUPPLIES	54.00	13.94	500.00	500.00	0.00	500.00	0.00	0.00%
001.6050.5611.000	BLDG,GRD OPER/MAINT SPLY	482.54	1,690.15	3,500.00	3,500.00	0.00	3,500.00	0.00	0.00%
001.6050.5704.000	MINOR SOFTWARE	228.00	0.00	240.00	240.00	0.00	240.00	0.00	0.00%
001.6050.5718.000	MINOR EQUIP, UNCLASSIFIED	689.92	968.79	2,000.00	2,000.00	0.00	2,000.00	0.00	0.00%
001.6050.5776.000	BUILDINGS & IMPROVEMENTS	0.00	1,082.70	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expense:		188,137.62	247,112.88	274,675.00	274,675.00	0.00	295,284.00	20,609.00	7.50%
Total Function: 6050 - City Hall & Gen Buildings:		-181,684.80	-243,398.82	-270,975.00	-270,975.00	0.00	-291,584.00	-20,609.00	7.61%
Total Fund: 001 - GENERAL FUND:		-181,684.80	-243,398.82	-270,975.00	-270,975.00	0.00	-291,584.00	-20,609.00	7.61%
Report Total:		-181,684.80	-243,398.82	-270,975.00	-270,975.00	0.00	-291,584.00	-20,609.00	7.61%

Budget Comparison Report

Account Detail

		2023-2024	2024-2025	Parent Budget	Comparison 1	Comparison 1		Comparison 2	Comparison 2	
		Total Activity	Total Activity	2025-2026	2025-2026	to Parent	%	2026-2027	to Comparison	%
				FY26 Dept Req	FY26	Budget		FY27 Dept	1 Budget	
					Amendment 1	Increase /		Request	(Decrease)	
						(Decrease)				
Account Number										
Fund: 001 - GENERAL FUND										
Function: 6051 - Carnegie Bldg										
Revenue										
001.6051.4875.000	RFNDS/REIMB	135.96	21.36	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.6051.4879.000	REBATES	49.24	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:		185.20	21.36	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
001.6051.5251.000	LICENSE & PERMITS	75.00	75.00	75.00	75.00	0.00	0.00%	75.00	0.00	0.00%
001.6051.5290.000	INSURANCE - GENERAL	5,277.75	5,396.00	6,386.00	6,386.00	0.00	0.00%	7,025.00	639.00	10.01%
001.6051.5300.000	INSURANCE - TORT LIAB	139.00	126.00	168.00	168.00	0.00	0.00%	185.00	17.00	10.12%
001.6051.5342.000	CONTRACT-OUTSIDE HELP	512.07	3,104.31	1,340.00	1,340.00	0.00	0.00%	1,340.00	0.00	0.00%
001.6051.5344.000	CONTRACT-MAINTENANCE	5,392.58	6,687.85	6,560.00	6,560.00	0.00	0.00%	6,560.00	0.00	0.00%
001.6051.5410.000	REPAIRS & MAINTENANCE	2,582.09	1,500.71	6,000.00	6,000.00	0.00	0.00%	6,000.00	0.00	0.00%
001.6051.5481.000	ELECTRICITY	10,519.94	15,373.11	16,802.00	16,802.00	0.00	0.00%	16,802.00	0.00	0.00%
001.6051.5482.000	NATURAL GAS	4,118.52	3,423.05	6,090.00	6,090.00	0.00	0.00%	6,090.00	0.00	0.00%
001.6051.5600.000	OPERATING SUPPLIES	1,407.82	944.85	2,700.00	2,700.00	0.00	0.00%	2,700.00	0.00	0.00%
001.6051.5611.000	BLDG,GRD OPER/MAINT SPLY	414.58	277.05	1,000.00	1,000.00	0.00	0.00%	1,000.00	0.00	0.00%
001.6051.5718.000	MINOR EQUIP, UNCLASSIFIED	0.00	324.00	800.00	800.00	0.00	0.00%	800.00	0.00	0.00%
Total Expense:		30,439.35	37,231.93	47,921.00	47,921.00	0.00	0.00%	48,577.00	656.00	1.37%
Total Function: 6051 - Carnegie Bldg:		-30,254.15	-37,210.57	-47,921.00	-47,921.00	0.00	0.00%	-48,577.00	-656.00	1.37%
Total Fund: 001 - GENERAL FUND:		-30,254.15	-37,210.57	-47,921.00	-47,921.00	0.00	0.00%	-48,577.00	-656.00	1.37%
Report Total:		-30,254.15	-37,210.57	-47,921.00	-47,921.00	0.00	0.00%	-48,577.00	-656.00	1.37%



**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: August 11, 2025
Re: Discussion Regarding Chicken Keeping

Strategic Plan Objective:

Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.

Recommended:

Staff recommends that a process as outlined in Option #3 of the staff report be pursued. Staff would recommend referring this topic to the Planning and Zoning Commission for further review and recommendation to the City Council on any possible zoning code amendments.

Budget Impact:

No cost for review of regulations. Potential cost of notifications if amendments to the code are recommended.

Description/Background:

At the June 23rd, 2025 City Council meeting the City Council heard public comment during the public communication period related to the current regulations for chicken keeping within city limits. Based upon these public comments staff has completed a review of current chicken keeping regulations for the City of Marshalltown, how the current regulations for the city compare to other peer cities, and has provided options for policy modification.

What is urban chicken keeping?

Urban chicken keeping is a practice of keeping chickens, typically hens, within city limits. The practice is becoming more popular as people are more interested in where their food is coming from and as food costs increase. While the precise reason for chicken keeping may vary from person to person the most common reason for chicken keeping is for egg production.

How does the City of Marshalltown regulate chickens?

Currently, the keeping of chickens within the City of Marshalltown is addressed in the City Code in the following places:

Chapter 90 – Animals

§ 90.002 POULTRY OR DOMESTIC FOWL.

(A) For purposes of this chapter, the phrase **POULTRY OR DOMESTIC FOWL** shall mean any live chicken or rooster, or any live domesticated, turkey, duck or goose, regardless of the purpose for which any of these birds is owned or possessed.

(B) (1) The keeping or maintaining of poultry or domestic fowl in an area of the city, which is zoned residential is prohibited.

(2) The keeping or maintaining of rabbit enclosures within ten feet from any side lot line or rear lot line or within 50 feet from any street line or residence is prohibited.

(3) In an area of the city, which is not zoned residential, the keeping or maintaining of poultry or domestic fowl enclosures within ten feet of any side lot line or rear lot line or within 50 feet from any street line is prohibited.

Chapter 156.C.003 – Zoning Use Table

- Animal keeping is loosely included within the “All Other Agriculture and Animal-Related Services” land use category. The intent of this land use category seems to be those uses such as kennel, vet clinic, and stables rather than animal keeping as an accessory use such as chicken keeping.

What are other cities doing?

Multiple Iowa cities do permit chicken keeping with varying levels of regulation. This section will provide a summary of regulations for neighboring jurisdictions to Marshalltown.

- LeGrand - Prohibits chicken keeping within city limits except by written consent of the City Council or except in compliance with the City’s zoning regulations. The zoning regulations for LeGrand allow for chicken keeping within their Agriculture Zoning District.
- Melbourne – Unable to determine regulations on livestock/animal keeping, but found information pertaining to domestic animals. Allowed a maximum of 6 cats and dogs, no more than 3 dogs. Maximum of 3 rabbits. Can apply for waiver for more dogs under set circumstances such as mature size of animal.
- State Center – Animal keeping is included within the definition of agriculture. Animal keeping is allowed by right in the A-1, Agriculture zoning district. Limited kennel breeding in the C-1 district. Animal keeping appears to be prohibited elsewhere in their city limits.
- Unincorporated Marshall County - Regulates livestock (cattle, horses, sheep, swine, goats, poultry, llamas, ostrich, emu, or any other animal or fowl which are kept for commercial, hobby, or personal purposes) by zoning district. Livestock is generally permitted in the following zoning districts:

1. A-1, Agriculture – By right
2. R-2, Rural Residential – If property contained livestock at time of adoption of ordinance and subject to issuance of a special use permit.
3. U-1, Unclassified – By right subject to meeting design conditions

Possible Policy Modifications

Option 1 – Keep regulations as-is which prohibit chicken keeping (or poultry more broadly) on residential properties.

Option 2 – Amend Chapter 90 to allow for chicken keeping (or poultry more broadly) by right either broadly on all residential properties or more specifically based on residential characteristics. A drawback to this approach is that there doesn't exist a process in Chapter 90 to allow for special exceptions/uses.

Option 3 - Amend Zoning to regulate animal-keeping by zoning district and amend Chapter 90 to remain consistent with amended zoning regulations. This option allows for animal keeping to be regulated more specifically by district (area of town) and the existing special use permit process or variance process through the Board of Adjustment can be utilized.

If option 3 is desired, staff would recommend that all forms of animal keeping be added to the zoning code so that the special use and/or variance process can be utilized for the majority of animal keeping scenarios.

The following table is an example of how the use table within zoning could be amended to address animal keeping. The specific permissions, special use permit, or prohibited categories in this example are not intended to reflect a final version, but are simply an example of how this method could be used.

**Table 156.C.003-1,
Use Table**

Use Category	Specific Use1	Cv = Conventional CI = Cluster In = Infill	Residential								Mixed- Use		Nonresident			
			AG	RR	RL	RM	RH		MU	UC	GC	PI	REC			
			Cv	CI	Cv	In	Cv	In								
Residential																
Animal-Keeping	Domestic Animals, Standard		P	P	P	P	P	P	P	P	P	P	P	P	P	
	Domestic Animals, Intensive		P	S	S	S	S	S	S	S	S	S	S	S	P	
	Livestock, Standard		P	S	S	S	S	S	S	S	S	S	S	S	P	
	Livestock, Intensive		P	S	--	--	--	--	--	--	--	--	--	--	P	
	Poultry or Domestic Fowl, Standard		P	P	P	P	P	P	P	P	P	P	P	P	P	

Poultry or Domestic Fowl, P Intensive	S	S	S	S	S	--	--	--	--	S	S	P
--	---	---	---	---	---	----	----	----	----	---	---	---

P = Permitted

S = Special Use Permit

-- = Prohibited

Should policy modifications be desired there are several criteria that can be part of a new regulation to ensure that animal keeping does not create nuisances to adjacent property owners. These regulations can be considered the “standard” requirements whereas a special use permit process could be utilized for an “intensive use” which might be any form of animal keeping that is more intensive than the “standard” requirements. The exact regulations for standard vs. intensive would remain to be determined, but the following categories are provided as a starting point for discussion.

- Maximum Animals Per Property – Could be a set a specific number of animals or a ratio of animals per lot area. Some examples might include a maximum of 6 chickens per property regardless of size or 6 chickens per ½ acre of lot area.
- Minimum Lot Area – Could set a minimum lot area to be eligible for standard animal keeping. Some examples might be that a minimum of ½ acre of lot area required to be eligible for standard chicken keeping.
- Usable land area per animal – Can require that all properties with animal keeping provide a minimum usable land area per animal. Usable land area being land in which is actually available for use by animals and would typically exclude area of a property encumbered by buildings, steep slopes, open water, or other features that restrict animal usage.
- Minimum setbacks for structures housing animals – Can require that coops, pens, or other structures housing animals be separated from neighboring residential buildings a set distance, such as 50 feet.

Staff Recommendation

Staff recommends that a process as outlined in Option #3 be pursued. Staff would recommend referring this topic to the Planning and Zoning Commission for further review and recommendation to the City Council on any possible zoning code amendments.

Attachments:

None

GENERAL PROVISIONS

§ 90.001 KEEPING LIVESTOCK.

(A) The keeping, stabling or housing and pasturing or roaming of ruminants, cattle, sheep, goats, horses, mules, asses or swine, except within a lot containing over two acres and not closer than 200 feet from a dwelling is prohibited.

(B) Horses within the city before the publication date of this chapter may be grandfathered; however, the property owner has the burden of proof of continuous land occupation of horses.

(2013 Code, § 6-1) (Ord. 9477, passed 2-24-1958; Ord. 11690, passed 6-23-1970; Ord. 14169, passed 11-14-1983; Ord. 14707, passed 3-10-2003)

§ 90.002 POULTRY OR DOMESTIC FOWL.

(A) For purposes of this chapter, the phrase **POULTRY OR DOMESTIC FOWL** shall mean any live chicken or rooster, or any live domesticated, turkey, duck or goose, regardless of the purpose for which any of these birds is owned or possessed.

(2013 Code, § 6-1.1)

(B) (1) The keeping or maintaining of poultry or domestic fowl in an area of the city, which is zoned residential is prohibited.

(2) The keeping or maintaining of rabbit enclosures within ten feet from any side lot line or rear lot line or within 50 feet from any street line or residence is prohibited.

(3) In an area of the city, which is not zoned residential, the keeping or maintaining of poultry or domestic fowl enclosures within ten feet of any side lot line or rear lot line or within 50 feet from any street line is prohibited.

(2013 Code, § 6-2)

(Ord. 14748, passed 12-27-2004) Penalty, § 90.999

§ 90.003 RUNNING AT LARGE OR STAKING OUT.

No owner or person having charge of any domestic animal of any kind or poultry or domestic fowl shall permit the domestic animal or poultry or domestic fowl to be staked out on a street or alley or allow the domestic animal or poultry or domestic fowl to run at large in the city. This section does not apply to a dog or cat.

(2013 Code, § 6-3) (Ord. 14748, passed 12-27-2004) Penalty, § 90.999

§ 90.004 FEEDING DEER.

(A) (1) No person shall engage in the artificial feeding of deer within the city limits, except as set forth in division (B) below.

(2) **ARTIFICIAL FEEDING** shall be defined as the placement of shelled corn and/or other types of grain, salt or minerals, fruit or vegetable matter on the ground or in feeders, mangers or any other type of structure or receptacle for the purpose of feeding or attracting deer, on any private or public property.

(2013 Code, § 6-5)

(B) The prohibition set forth in division (A) above shall not apply to any of the following:

(1) Deer management practices approved, authorized and sponsored by the city;

(2) Use of bird feeders or their equivalent for the primary purpose of feeding of birds; and/or

(3) Cultivation of naturally growing grains, fruits or vegetables, for purposes other than the feeding of deer, but which inadvertently attract deer.

(2013 Code, § 6-6)

Penalty, § 90.999

§ 90.005 POLICE DOGS; APPLICABILITY.

Sections 90.020 through 90.035 and 90.050 through 90.056 of this chapter do not apply to police dogs on active status with the city's Police Department.

(2013 Code, § 6-7) (Ord. 14861, passed 9-14-2009; Ord. 15043, passed 6-13-2022)

§ 90.006 FAILURE TO COMPLY WITH ORDER.

Failure to comply with an order of the Animal Warden issued pursuant to this chapter and not timely appealed, or of the City Administrator or Hearing Officer after appeal, constitutes a violation of this chapter.

(2013 Code, § 6-8) (Ord. 14861, passed 9-14-2009)