



**MARSHALLTOWN
MORE THAN EVER**

**CITY OF MARSHALLTOWN CITY COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 WEST STATE STREET
SEPTEMBER 22, 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 - September
Alex Needham - Fire - 10 years
Tyler Homoeyer - Fire - 10 years
Brad Bateman - Engineering - 15 years

F. CONSENT AGENDA

1. Approve Minutes 09/08/25 Meeting and Bill List \$2,681,819.21
2. Approve Alcohol License Renewals - Golden Land Asian Food, 11 E State St; Old Timers Tavern, 401 S Center St; Casey's #3228, 916 E Main St; East Side Liquor & Grocery, 1116 E Nevada St
3. Resolution Approving an Electric and Telecommunication Line Easement with Interstate Power and Light Company for Parcel 8318-11-326-019

4. Resolution Approving Contract Change Order #1 for the 2025 PCC Patch Repair Project, #STR23002, an Increase of \$150,977.74
5. Resolution Accepting and Awarding the Bid for Providing Salt for Ice and Snow Control for the 2025-2026 Fiscal Year in the City of Marshalltown, Iowa in the Amount of \$75.89 Per Ton
6. Resolution Approving Council-Designated Local Option Sales Tax for Grant Administrator Services to Pursue CDBG-DR Funding
7. Resolution Adopting the City of Marshalltown Technology Master Plan
8. Resolution Approving the Use of Funds for an Employee Wellness Program
9. Resolution Setting a Public Hearing for an Official Zoning Map Amendment for 212 E State Street
10. Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 2
11. Resolution Approving Change Order #4 for the Water Plaza Project #PRK22004, an Increase of \$2,926.93
12. Resolution Approving Change Order #5 for the Water Plaza Project #PRK22004, a Decrease of \$340.00

G. REPORTS

1. Marshalltown Central Business District Annual Report

H. MOTIONS

1. Motion to approve a new Retail Tobacco License for Mega Saver, 1701 Iowa Ave E (currently licensed by Yesway)

I. RESOLUTIONS

1. Resolution Authorizing the Payment to the United States Treasury for the Arbitrage Owed From the 2020A Bonds and the Transfer of Funds from Fund 363 to Fund 362 to Cover Such Payment
2. Resolution Rejecting All Bids for the 21 West Main Street Doghouse Project, PRC21022, in the City of Marshalltown, Iowa
Consider approval of a resolution rejecting all bids received for the 21 W. Main Doghouse Rebuild and Stabilization Project and authorizing staff and the engineer to revise and rebid the project.
3. Resolution Authorizing the City of Marshalltown to Participate in the Secondary Manufacturers and Purdue/Sackler National Opioids Settlements

J. ORDINANCES

1. Ordinance 15111 to Amend the Official Zoning Map for 212 E State Street from Urban Core Zoning District to Mixed-Use Zoning District - First Reading
2. Ordinance 15112 to Amend the Code of Ordinances, City of Marshalltown, Iowa by Adding Attendance Requirements to Chapter 150: Planning, Plan and Zoning Commission; Chapter 31: Officers and Organizations; Chapter 156: Zoning, Board of Adjustment; Chapter 154: Electrical Appeal Board - First Reading

K. DISCUSSION

1. Oktoberfest Relocation
2. Downtown Parking – Dedicated On-Street Parking for Business Use
3. Marshalltown Police Department Vehicle Purchase
4. FY27 Budget Discussion - Rental Inspections, Code Enforcement, Parking, Community & Economic Development, Planning and Zoning

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
SEPTEMBER 8, 2025**

Mayor Greer called the meeting to order at 5:30 PM, September 8, 2025, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call—Present: Melisa Fonseca, Barry Kell, Mike Ladehoff, Mark Mitchell, Greg Nichols, Jeff Schneider (via Go-To-Meeting), Gary Thompson. Public comments for items not on the agenda were provided. Mayor, Council, and Administrator comments were provided. Zach Maxfield, Manager of the Marshalltown Water Works, was asked to provide comment regarding Legionnaires' Disease. He advised our water source is safe to drink and testing is meeting and exceeding industry and state standards.

CONSENT AGENDA

Motion by Greg Nichols, second by Mike Ladehoff to approve the consent agenda: Approve Minutes 08/25/25 Meeting and Bill List \$1,297,324.42; Appointment of Ben Fletcher to the Water Works Board of Trustees, term ending 5/1/28 (replacing Thomas Mack); Receipt of Building and Trade Permit Report-August; Resolution Approving Contract Change Order #8 for the East Main Street and Center Street Reconstruction Project, #STR22002, an Increase of \$5,040.00; Resolution Approving Contract Change Order #9 for the East Main Street and Center Street Reconstruction Project, #STR22002; Resolution Approving Purchase and Installation of Two Replacement Radio System Repeaters for the Price of \$26,425.49 From RACOM for use in the Public Works Department. Motion carried 7-0.

REPORTS

Suzanne Reed and Tiffany Beadle with MPACT provided the quarterly update report. From January to August, they responded to 151 calls for service, serving a total of 336 people. Of those calls, 28% were for homelessness, 20% were for mental health, and 20% were for family conflict. Law Enforcement was able to return to service on all the calls they responded to. During those calls, 98% accepted assistance. They also conducted 395 follow-ups.

MOTIONS

Motion by Mike Ladehoff, second by Barry Kell, to approve a Class C Retail Alcohol License with outdoor service for the American Legion, Frank Lewis Glick Post #46, 1301 South 6th Street. Motion carried 6-1, Mark Mitchell dissenting.

RESOLUTIONS

Motion by Greg Nichols, second by Mark Mitchell, to approve Resolution Accepting Bid and Authorizing the Award of Contract for the 2025 HMA Crack and Joint Sealing Project No. STR25003, in the City of Marshalltown, Iowa, in the Amount of \$400,623.78 to Mid-Iowa Enterprises, LLC. Heather Thomas, Public Works Director, recommended accepting the low alternate bid for the use of rubberized asphalt. Motion carried 7-0.

Mayor Greer opened the public hearing at 5:50 pm for the conveyance and transfer of title for East Linn Street between South 8th Avenue and the railroad tracks. Deb Millizer, Housing and Community Development Director, advised the council had completed action to vacate the street, and this action is for the sale to Marshalltown Company for their expansion project. No written or public comments were received. The public hearing was closed at 5:51 pm. Motion by Barry Kell, second by Mike Ladehoff, to approve the Resolution for the Conveyance and Transfer of Title for East Linn Street Between South 8th Avenue and the Railroad Tracks. Motion carried 7-0.

Mayor Greer opened the public hearing at 5:51 pm for approving the plans, specifications, form of contract, and estimated cost for the 21 West Main Street Doghouse Rebuild and Stabilization project. Deb Millizer, Housing and Community Development Director, advised that the project is for the demolition of the existing structure, reconstruction of the back wall, foundation reinforcement, new roofing, siding, installation of a fire escape, and asbestos abatement. The project will be funded through council-designated local option sales tax. No written or public comments were received. The public hearing was closed at 5:58 pm. Motion by Gary Thompson, second by Mike Ladehoff, to approve the Resolution Approving Plans, Specifications, Form of Contract, and Estimated Cost for 21 W. Main Doghouse Rebuild and Stabilization Project. Motion carried 7-0.

Motion by Greg Nichols, second by Mike Ladehoff, to approve Resolution Approving Employment Contract Amendment for City Administrator Carol Webb. Mayor Greer advised that the amendment would provide an additional week of vacation, totaling 5 weeks, and would extend the contract for an additional year. Public comment was provided. Motion carried 7-0.

ORDINANCES

Motion by Gary Thompson, second by Mark Mitchell, to adopt the third 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. Motion carried 7-0.

DISCUSSION

Carol Webb, City Administrator, presented the Technology Master Plan, which is a comprehensive review of our current technology environment addressing system integration challenges, outdated or unsupported technologies, inconsistent training, fragmented asset management, and the need for communication tools. The plan outlines short-term, mid-term, and long-term initiatives. Motion by Gary Thompson, second by Greg Nichols, to bring forward a resolution for plan adoption. Motion carried 7-0.

Deb Millizer, Housing and Community Development Director, requested \$15,000 in council-designated local option sales tax to hire a grant administrator for the potential reopening of the CDBG-DR housing grant for Marshalltown. The initial \$15,000 allocation would not be reimbursable; however, without a grant administrator, the City would not be eligible. Should the program reopen, the City could secure up to \$2 million for the construction of new affordable duplex housing. The City has secured a commitment from developers Ralston Homes and Todd Richardson, should the project be awarded. Public comment was provided. Motion by Melisa Fonseca, second by Mike Ladehoff, to allocate \$15,000 in Council-Designated Local Option Sales Tax (LOST) Funds for Grant Administrator Services to Pursue CDBG-DR Funding. Motion carried 7-0.

Deb Millizer, Housing and Community Development Director, advised that the U.S. Department of Housing and Urban Development issued a management decision letter dated August 18, 2025, regarding the FY2024 audit of the Low Rent Housing Agency of Marshalltown. The first finding, a repeat material audit adjustment, noted that financial data was not recorded fully in accordance with generally accepted accounting principles. HUD recommended that staff receive additional training and that review procedures be strengthened. The second finding addressed internal control over compliance. The auditor noted that while a second-person review of the Voucher Management System reports was occurring, there was no documentation. To correct these findings, staff have updated procedures to ensure that the Finance Director's review of VMS is

uploaded and retained in the system moving forward. Staff will pursue additional training opportunities, including HUD webinars on financial reporting and internal controls, National Association of Housing and Redevelopment Officials financial management courses, and specialized VMS training offered by providers such as Nan McKay & Associates or Quadel. These steps will help ensure staff remain current on reporting requirements and best practices for internal controls.

Carol Webb, City Administrator, presented a request for \$23,400 from fund 884-Group Health Insurance to fund an employee wellness program. The current balance is \$951,368.77. The proposed program would include education on nutrition, stress management, and healthy habits; preventative care and early detection through access to biometric screenings, flu shots, and other related services; lifestyle management initiatives that encourage physical activity, weight management, smoking cessation, and overall well-being. Motion by Melisa Fonseca, second by Mike Ladehoff, to approve funding for an Employee Wellness Program. Motion carried 7-0.

City staff provided a budget overview of general fund functions for police, fire, and building inspections. Public comment was provided. Motion by Gary Thompson, second by Mark Mitchell, for staff to compare the costs and benefits of hiring an in-house building official and a building inspector versus continuing to contract for services. Motion carried 7-0.

CLOSED SESSION

Motion by Greg Nichols, second by Mike Ladehoff, to enter into closed session pursuant to Section 21.5, subsection 1, paragraph c, of the Code of Iowa, to discuss strategy with counsel in matters where litigation is imminent, where its disclosure would be likely to prejudice or disadvantage the city in that litigation. The City of Marshalltown has an attorney-client relationship with Attorney Mark Thomas of Grefe & Sidney P.L.C. There may be council action by motion following the closed session if directed by the city's attorney. Motion carried 7-0. The council entered into closed session at 7:04 pm. Motion by Gary Thompson, second by Greg Nichols, to exit closed session. Motion carried 7-0. No action was taken following the closed session.

ADJOURNMENT

The meeting was adjourned at 7:22 pm.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 09/22/25

Buildings/Improvements

Menards/2 9.49

Consulting & Professional Fees

BERENS-TATE/1 3,500.00
Bernie.Lowe/1 5.40
Bolton&Menk.Inc/1 10,930.00
Eide.Bailly.LLP/1 1,500.00
Hawkeye Poly/1 350.00
Health.Partners/1 11,772.76
I.L.E.A./1 20.00
Iowa.One.Call/3 496.70
Lynch.Dallas.PC/7 3,387.45
RDG.Planning/1 3,400.00
Snyder & Assoc/1 28,617.47

Contracts

BDH/2 856.08
BG.HVAC.INC/1 627.50
Boulder.Contrac/2 55,463.11
Central IA Wind/1 644.00
Chamber.Commerc/2 32,406.21
City.Laundering/2 170.91
Construct/2 652,112.48
Edge Commercial/1 536,447.17
Eocene Envir Gr/1 10,065.90
HCI50158 Invest/1 228,000.00
Lansing.Bros/2 58,927.40
MEDIC/1 2,500.00
Midwest.Safety./1 90.00
Mobotrex.Inc./1 7,336.00
Mtn.Aviation/2 4,791.00
Prairie Waste/2 562.02
Push.Pedal.Pull/1 7,595.00
Region 6/1 18,192.00
Schendel.Pest.C/6 224.58
Schumacher.Elev/2 500.57
Stericycle.Inc/2 246.54
Sterling.Fire/2 795.00
Tomesch Trainin/2 1,207.50
TriTech Softwar/1 19,025.60
Xerox Corp/2 251.19

Medical

Bernie.Lowe/1 597.41
Covenant Workpl/1 419.90
Health.Partners/9 256,716.51
McFarland.Cl/1 95.04
Unity Point-Occ/2 42.00

Payroll.Net

Payroll/1 370,220.22

Refund/Reimbursed

Amaya, Juan/1 22.38
Health.Partners/4 -1,731.80
Ramirez, Cesar/1 72.60
Shaffer, Gerry/1 55.10
Simons, Steve/1 516.44

Rents/Leases

Douglas Ter Apt/1 117.00
HousingAuth Tam/1 1,790.00

Service/Repairs

AAA.Septic/1 100.00
BG.HVAC.INC/1 615.00
Central IA Tow/1 95.00
Cline, Troy/10 7,200.00
Electric.Supply/5 866.38
Global Paymt/1 1,162.22
Granite Telecom/27 907.10
Grewell Lawn/1 2,075.00
Heart.of.Iowa/3 1,039.48
Hogeland.Auto.P/5 1,320.00
HousingAuth Tam/1 53.13
IA.Treasurer/3 19,372.70
ImOn/1 152.41
Karl.EmergencyV/1 85.00
Language Line/1 360.41
Larrys Towing/1 50.00
M.Co.Recorder/1 17.00
Marco.Holdings/1 925.00
McAtee.Tire/1 111.00
McFarland.Cl/1 92.00
Menards/4 137.41
Milestone Outdo/1 1,110.00
Mobotrex.Inc./4 8,975.00
Mtn.Aviation/2 121.37
Mtn.Wtrwrks/3 8,867.93
Scharnweber.Wtr/1 27.00
Schumacher.Elev/1 491.73
Seiler Instrum/1 700.96
Siemens.Indust/2 1,686.43
T.S.Y.S./2 297.09
The Powder Shop/1 750.00
UnityPoint Heal/1 1,272.54
Viramontes, Let/1 750.00
WW.Grainger/2 289.52

Supplies/Parts

AdlandEngraving/1 390.70
Arnold.Motor/6 504.10
Atlantic.Bottli/1 802.36
BDH/11 19,046.82
Carrico.Aq.Rs/2 1,675.68
City.Laundering/4 156.60
Cntrl.Srv.Spy/1 1,856.00
CTI Ready Mix/7 3,236.50
Electric.Supply/2 32.17
Galls.LLC/6 1,406.53
Gervich.Sons/1 90.00
Jensen.Inc/1 157.50
Karl.EmergencyV/1 39.56
Kimball Midwest/1 543.53
Kwik.Trip/1 187.46
Logan.Contract/1 1,995.00

BILL LIST 09/22/25

Marsh.Co.Engr/23	19,961.04
McAtee.Tire/1	276.00
Menards/6	412.93
Michael Todd&Co/2	178.33
Microbac Lab/2	461.25
Midland.Scienti/2	121.13
Mobotrex.Inc./1	4,100.00
Napa.Auto/2	45.21
Office.Express/2	575.14
Optical.Center/3	75.00
Spahn.Rose.Lmbr/1	21.84
STAPLES/2	170.52
Strands/1	130.91
Thiesens.Supply/5	96.87
Tri.State.Lock/1	90.00
Taxes Paid	
IA.Treasurer/1	152.21
Travel/Training	
Menards/1	122.98
Utilities	
Alliant.Energy/35	68,033.34
ConsumersEnergy/3	375.48
Mtwn.Aviation/1	62.50
Mtwn.Wtrwrks/11	3,232.87
WoodRiver.Enrgy/3	1,924.92
Wage Assignment	
American.Educa./1	64.41
Benscoter, A/1	25.00
Collection.Svs./5	1,120.40
Colonial.Life/1	271.49
Fidelity Securi/2	463.46
I.M.W.C.A/1	11,837.00
I.R.S./6	102,749.87
IA.Treasurer/2	15,505.58
ICMA457Mission/11	14,973.23
TotalAdmin.Serv/4	8,032.15
Total/373	2,681,819.21

COUNCIL BILL LIST - 09/22/25

Account Number	Vendor Name	Description (Item)	Amount
690.8050.5380.000	AAA Septic Service Inc	Rental Fisher Comm Center bus shelter	\$ 100.00
001.1050.5132.000	Adland Engraving	MFD Fire cancer ribbon shirts	\$ 390.70
001.1030.5481.000	Alliant Energy	2801 S 12th St EMG Sirens	\$ 26.67
001.2020.5481.000	Alliant Energy	N 18th Ave Bridge	\$ 36.47
001.4030.5481.000	Alliant Energy	Riverview Park East side	\$ 466.14
001.4030.5481.000	Alliant Energy	402 Woodland St Bath House	\$ 2,247.56
001.4030.5481.000	Alliant Energy	801 Woodland St Shop	\$ 61.18
001.4030.5482.000	Alliant Energy	402 Woodland St Bath House	\$ 48.18
001.4030.5482.000	Alliant Energy	402 Woodland St Reunion Hall	\$ 35.77
001.4030.5482.000	Alliant Energy	905 E Main St Park Shop	\$ 35.77
110.2010.5481.000	Alliant Energy	905 E Main PW Bldg	\$ 1,447.72
110.2030.5481.000	Alliant Energy	HWY 14 & HWY 30 Street lights	\$ 86.38
110.2030.5481.000	Alliant Energy	207 W Main St	\$ 48.77
110.2030.5481.000	Alliant Energy	211 S 9th St Front Terrace	\$ 22.85
110.2030.5481.000	Alliant Energy	36 E Main St Alley	\$ 40.47
110.2040.5481.000	Alliant Energy	S Center St & W Berle	\$ 47.92
110.2040.5481.000	Alliant Energy	N 18th Ave & E Main St	\$ 36.95
110.2040.5481.000	Alliant Energy	S 12th Ave & Olive St	\$ 49.94
110.2040.5481.000	Alliant Energy	S Center St North of Mall	\$ 56.49
110.2040.5481.000	Alliant Energy	N 3rd Ave & State St	\$ 146.85
110.2040.5481.000	Alliant Energy	W Southridge Rd & Center	\$ 50.99
110.2040.5481.000	Alliant Energy	S Center St & Hibbs Blvd	\$ 51.60
110.2040.5481.000	Alliant Energy	Riverside Dr & 3rd Ave	\$ 40.68
610.8015.5481.000	Alliant Energy	Riverview Park liftstation	\$ 7,132.58
610.8015.5481.000	Alliant Energy	Riverview Park liftstation	\$ 6,344.78
610.8015.5481.000	Alliant Energy	1001 Woodland St Water Pollution	\$ 43,065.58
610.8015.5481.000	Alliant Energy	402 N 10th Ave JBS	\$ 22.69
610.8015.5482.000	Alliant Energy	1001 Woodland St Disp Plant	\$ 2,629.42
610.8016.5481.000	Alliant Energy	608 Turner St Pump Station	\$ 392.05
610.8016.5481.000	Alliant Energy	S 12th Ave corner of E Main St	\$ 203.32
610.8016.5481.000	Alliant Energy	Marion St - WPCP	\$ 202.66
610.8016.5481.000	Alliant Energy	1511 Rolling Meadows Rd	\$ 297.76
610.8016.5482.000	Alliant Energy	1001 Woodland St Shed	\$ 35.77
690.8050.5481.000	Alliant Energy	905 E Main PW Bldg	\$ 965.15
740.8065.5481.000	Alliant Energy	301 N 18TH AVE LIFTSTATION	\$ 1,095.64
740.8065.5481.000	Alliant Energy	N 3rd Ave - WPCP	\$ 477.60
750.8070.5481.000	Alliant Energy	901 Woodland St Compost Pile	\$ 82.99
610.8015.5980.000	Amaya, Juan	Sewer refund filled pool	\$ 22.38
999.1121.000	American Education Services	Wage Withholding	\$ 64.41
110.2010.5565.000	Arnold Motor Supply	Street #18 battery	\$ 235.91
110.2060.5565.000	Arnold Motor Supply	Engr Inspection Dodge- blower repair parts	\$ 132.50
610.8016.5565.000	Arnold Motor Supply	Steering tie rod end	\$ 55.58
610.8016.5565.000	Arnold Motor Supply	Old vactor rodder hose end	\$ 24.72
740.8065.5565.000	Arnold Motor Supply	Steering tie rod end	\$ 38.34
740.8065.5565.000	Arnold Motor Supply	Old vactor rodder hose end	\$ 17.05
760.8080.5608.000	Atlantic Bottling Co	Aquatic Center concession resale	\$ 802.36
001.1099.5342.000	B&G HVAC INC	Evidence room plugged drain line	\$ 627.50
610.8015.5410.000	B&G HVAC INC	WPCP gas chiller repair	\$ 615.00
001.6021.5703.000	BDH INFORMATION TECHNOLOGY LLC	UPS for Finance Director	\$ 155.00
001.6021.5703.000	BDH INFORMATION TECHNOLOGY LLC	4 port USB hub Finance Director	\$ 15.00
001.6051.5718.000	BDH INFORMATION TECHNOLOGY LLC	Dome camera Council chambers hallway	\$ 220.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	MFA Fortinet 9/29/25-9/28/26	\$ 774.75
030.6070.5703.000	BDH INFORMATION TECHNOLOGY LLC	6 Surface Pros for Council members	\$ 10,112.82
030.6070.5703.000	BDH INFORMATION TECHNOLOGY LLC	2 Finance computers- Director and specialist	\$ 2,136.00
030.6070.5703.000	BDH INFORMATION TECHNOLOGY LLC	Computer for Asst Housing Director - Clayton	\$ 1,068.00
030.6070.5703.000	BDH INFORMATION TECHNOLOGY LLC	Computer for Housing inspector - Becky	\$ 640.80
030.6070.5703.000	BDH INFORMATION TECHNOLOGY LLC	Computer for Code enforcement - Joe	\$ 1,068.00
030.6070.5703.000	BDH INFORMATION TECHNOLOGY LLC	FD computers for inspector and Barker	\$ 2,136.00
030.6070.5703.000	BDH INFORMATION TECHNOLOGY LLC	PD computer for Patrol 6	\$ 1,068.00
184.5030.5703.000	BDH INFORMATION TECHNOLOGY LLC	Computer for Housing inspector - Becky	\$ 427.20

913.1013.5347.000 BDH INFORMATION TECHNOLOGY LLC	MFA Fortinet 9/29/25-9/28/26	\$ 81.33
999.1166.000 Benscoter, Aaron	overpaid parking ticket	\$ 25.00
001.6021.5230.000 Berens-Tate Consulting Group	2020A arbitrage rebate computation	\$ 3,500.00
881.1010.5230.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$ 5.40
881.1010.5339.000 BERNIE LOWE & ASSOC Inc	Paid medical claims	\$ 597.41
364.4030.5233.000 Bolton & Menk Inc	Increase	\$ 10,930.00
340.4030.5342.000 BOULDER CONTRACTING LLC	IRET Bridge 2-5 Replacement 7/18/25-8/5/25	\$ 6,305.00
340.4030.5342.000 BOULDER CONTRACTING LLC	IRET Bridge 2-5 Replacement 8/6/25-8/29/25	\$ 49,158.11
001.4041.5600.000 Carrico Aquatic Resources Inc	IntelliFlo drive kit w/o keypad	\$ 1,426.64
001.4045.5607.000 Carrico Aquatic Resources Inc	50 spin disks	\$ 249.04
001.1010.5359.000 Central Iowa Towing & Recovery Inc	PD tow inoperable vehicle	\$ 95.00
001.1010.5342.000 Central Iowa Window Cleaning Services LLC	PD window cleaning	\$ 644.00
750.8070.5565.000 Central Service & Supply Inc	Compost shaker screens and screen rubbers	\$ 1,856.00
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$ 29.25
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$ 141.66
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$ 38.30
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$ 38.30
690.8050.5132.000 CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$ 40.00
690.8050.5132.000 CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$ 40.00
001.1075.5261.000 Cline, Troy	Landfill fee non-taxable	\$ 125.00
001.1075.5261.000 Cline, Troy	Nuisance clean up 1002 S 6th St	\$ 270.00
001.1075.5263.000 Cline, Troy	Nuisance mowings	\$ 1,045.00
001.1075.5263.000 Cline, Troy	Nuisance clean up 510 S 5th St	\$ 420.00
001.1075.5263.000 Cline, Troy	Nuisance clean ups S 4th St	\$ 1,590.00
001.1075.5263.000 Cline, Troy	Nuisance clean ups S 4th St	\$ 620.00
001.1075.5263.000 Cline, Troy	Landfill fee non taxable	\$ 400.00
001.1075.5263.000 Cline, Troy	Nuisance mowings	\$ 1,540.00
001.1075.5263.000 Cline, Troy	Nuisance clean ups	\$ 750.00
001.1075.5263.000 Cline, Troy	City owned property mowings	\$ 440.00
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	\$ 102.11
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 Re - Base+Alt 1 & 2 8/1/3-8/31/25	\$ 645,497.08
364.4030.5342.000 CONSTRUCT INC	Riverview Park Phase 1 Construction	\$ 6,615.40
110.2030.5481.000 Consumers Energy Coop	City of Marshalltown	\$ 219.53
110.2040.5481.000 Consumers Energy Coop	City of Marshalltown	\$ 82.41
110.2040.5481.000 Consumers Energy Coop	City of Marshalltown	\$ 73.54
884.7010.5337.000 Covenant Workplace Solutions	July EAP services	\$ 419.90
110.2010.5617.000 CTI Ready Mix Inc	Cooper Lane	\$ 955.00
110.2010.5617.000 CTI Ready Mix Inc	Jerome Street	\$ 277.00
610.8016.5600.000 CTI Ready Mix Inc	South 2nd sanitary manhole box out	\$ 277.00
740.8065.5600.000 CTI Ready Mix Inc	Cooper Lane storm sewer repair	\$ 542.50
740.8065.5600.000 CTI Ready Mix Inc	N 17th St & W State St	\$ 277.00
740.8065.5600.000 CTI Ready Mix Inc	N 17th St & W State St	\$ 409.75
740.8065.5600.000 CTI Ready Mix Inc	N 17th St & W State St	\$ 498.25
184.5030.5242.000 Douglas Terrace Apartments LLC	Rent assist	\$ 117.00
364.4030.5342.000 Edge Commercial LLC	Water Plaza Construction Contract	\$ 536,447.17
184.5030.5232.000 EIDEBAILLY LLP	Audited REAC submission for FY24	\$ 1,500.00
001.6050.5410.000 Electric Supply of Marshalltown	City Hall electrical rework	\$ 421.12
001.6050.5410.000 Electric Supply of Marshalltown	City hall electric work	\$ (806.88)
001.6050.5410.000 Electric Supply of Marshalltown	City hall electrical work	\$ 324.64
110.2030.5410.000 Electric Supply of Marshalltown	6th St viaduct meter relocation	\$ 896.00
110.2030.5718.000 Electric Supply of Marshalltown	Utility tool	\$ 16.08
110.2040.5410.000 Electric Supply of Marshalltown	Traffic signal repairs	\$ 31.50
110.2040.5718.000 Electric Supply of Marshalltown	Utility tool	\$ 16.09
181.3040.5342.000 Eocene Environmental Group Inc	Healthy Homes Lead Hazard program	\$ 10,065.90
999.1125.000 Fidelity Security Life Insurance	VISION INSURANCE	\$ 329.79
999.1125.000 Fidelity Security Life Insurance	VISION INSURANCE	\$ 133.67
001.1010.5132.000 Galls LLC	PD employee boots	\$ 155.44
001.1010.5132.000 Galls LLC	PD employee clothing	\$ 275.30
001.1010.5132.000 Galls LLC	PD employee duty jacket	\$ 397.78

001.1050.5132.000 Galls LLC	FD employee boots	\$ 123.45
001.1050.5132.000 Galls LLC	FD employee clothing	\$ 222.93
001.1050.5132.000 Galls LLC	FD - belt and pants	\$ 231.63
110.2010.5600.000 GERVICH & SONS INC	Street dept stock steel	\$ 90.00
001.4030.5215.000 Globalpayments	Park & Rec credit card fee	\$ 1,162.22
001.1010.5450.000 Granite Telecommunications LLC	SIP Lines	\$ 160.88
001.1010.5450.000 Granite Telecommunications LLC	land lines	\$ 165.62
001.1050.5450.000 Granite Telecommunications LLC	SIP Lines	\$ 53.62
001.1050.5450.000 Granite Telecommunications LLC	Land Lines	\$ 60.23
001.1070.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.06
001.1071.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.06
001.1075.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.06
001.4010.5450.000 Granite Telecommunications LLC	Land Lines	\$ 30.11
001.4030.5450.000 Granite Telecommunications LLC	Land Lines	\$ 30.11
001.4040.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.06
001.4045.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.06
001.4065.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.06
001.6010.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.06
001.6012.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.06
001.6020.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.06
001.6021.5450.000 Granite Telecommunications LLC	Land Lines	\$ 60.18
001.6025.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.06
110.2010.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.06
110.2040.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.06
110.2060.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.06
181.3040.5450.000 Granite Telecommunications LLC	Land Lines	\$ 30.11
184.5030.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.06
610.8015.5450.000 Granite Telecommunications LLC	Land Lines	\$ 45.17
610.8016.5450.000 Granite Telecommunications LLC	Land Lines	\$ 18.07
690.8050.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.06
740.8065.5450.000 Granite Telecommunications LLC	Land Lines	\$ 12.04
750.8070.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.06
610.8015.5386.000 Grewell Lawn & Snow Removal Services LLC	WPCP August contract mowings	\$ 2,075.00
001.1010.5230.000 Hawkeye Polygraph	9/8 Services	\$ 350.00
133.5020.5331.000 HCI50158 Investment LLC	CDBG Derecho HCI Rental Project (137) 20-DRH-022	\$ 228,000.00
884.6021.4875.000 Health Partners	Claims 8/21-8/27	\$ (97.16)
884.6021.4875.000 Health Partners	Claims 8/28-9/03	\$ (1,438.57)
884.6021.4875.000 Health Partners	Claims 9/4-9/10	\$ (166.67)
884.6021.4875.000 Health Partners	Claims 8/14-8/20	\$ (29.40)
884.7010.5230.000 Health Partners	Monthly fees and premiums	\$ 11,772.76
884.7010.5337.000 Health Partners	Monthly fees and premiums	\$ 31,967.33
884.7010.5339.000 Health Partners	Claims 8/21-8/27	\$ 38,881.42
884.7010.5339.000 Health Partners	Claims 8/21-8/27	\$ 5,213.00
884.7010.5339.000 Health Partners	Claims 8/28-9/03	\$ 118,460.91
884.7010.5339.000 Health Partners	Claims 8/28-9/03	\$ 1,336.60
884.7010.5339.000 Health Partners	Claims 9/4-9/10	\$ 17,533.66
884.7010.5339.000 Health Partners	Claims 9/04-9/10	\$ 2,264.23
884.7010.5339.000 Health Partners	Claims 8/14-8/20	\$ 38,873.90
884.7010.5339.000 Health Partners	Claims 8/14-8/20	\$ 2,185.46
610.8015.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW/WPCP September direct connect internet	\$ 519.74
610.8016.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW/WPCP September direct connect internet	\$ 311.84
740.8065.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	PW/WPCP September direct connect internet	\$ 207.90
184.5030.5238.000 Housing Authority of the City of Tampa Florida	rent assist and admin fee	\$ 53.13
184.5030.5242.000 Housing Authority of the City of Tampa Florida	rent assist and admin fee	\$ 1,790.00
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417	\$ 1,209.56
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	\$ 135.72
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 usage but not administered	\$	20.00
001.1099.5450.000	ImOn	Mediacom backup	\$	152.41
999.1111.000	IMWCA	Workers Comp installment 3	\$	11,837.00
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	32,153.07
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	17,712.92
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	31,636.22
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	6,063.22
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	10,239.56
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	4,944.88
110.2040.5230.000	IOWA ONE CALL	Utility Div IA one call charges	\$	38.70
610.8016.5230.000	IOWA ONE CALL	Sewer dept calls and emails	\$	274.80
740.8065.5230.000	IOWA ONE CALL	Sewer dept calls and emails	\$	183.20
001.4030.5565.000	Jensen Inc	Parks 2020 Ford check up	\$	157.50
001.1010.5410.000	Karl Emergency Vehicles	PD 506 AMP circuit breakers	\$	85.00
001.1010.5565.000	Karl Emergency Vehicles	PD 506 AMP circuit breakers	\$	39.56
110.2010.5600.000	Kimball Midwest	Street dept supplies	\$	543.53
110.2010.5570.000	KWIK Trip Inc	Premium 91 gasoline	\$	187.46
001.1010.5431.000	Language Line Services Inc	Over the phone interpretations	\$	360.41
355.1075.5342.000	Lansing Brothers Construction Co Inc	2025 Residential Demolition	\$	59,000.00
355.1075.5342.000	Lansing Brothers Construction Co Inc	Water usage of private resident 401 N 7th Ave	\$	(72.60)
001.1010.5410.000	Larrys Towing and Tire Service	PD 521 tires patched	\$	50.00
001.1075.5359.000	LHogeland Auto Plaza LLC	Nuisance tow and storage fee	\$	220.00
001.1075.5359.000	LHogeland Auto Plaza LLC	Nuisance towings	\$	440.00
001.1075.5359.000	LHogeland Auto Plaza LLC	Nuisance towing and storage fee	\$	220.00
001.1075.5359.000	LHogeland Auto Plaza LLC	Nuisance tow and storage fee	\$	220.00
001.1075.5359.000	LHogeland Auto Plaza LLC	Nuisance tow and storage	\$	220.00
110.2010.5617.000	LOGAN CONTRACTORS SUPPLY INC	Street dept Pleximelt	\$	1,995.00
001.1075.5234.000	Lynch Dallas PC	Nuisance Enforcement 7/14-8/13	\$	1,633.45
001.6040.5234.000	Lynch Dallas PC	General Matters 7/13-8/11	\$	985.50
001.6040.5234.000	Lynch Dallas PC	Real Estate 6/7-7/23	\$	40.00
001.6040.5234.000	Lynch Dallas PC	Labor/ Employment 7/12-7/14	\$	240.00
355.1075.5234.000	Lynch Dallas PC	Real Estate 6/7-7/23	\$	196.00
355.1075.5234.000	Lynch Dallas PC	Real Estate 6/7-7/23	\$	12.50
355.1075.5234.000	Lynch Dallas PC	Nuisance Enforcement 7/14-8/13	\$	280.00
001.4045.5450.000	Marco Holdings LLC	Aquatic Ctr phone issues	\$	925.00
001.1010.5570.000	Marshall County Engineer	August fuel purchases	\$	6,321.35
001.1010.5570.000	Marshall County Engineer	August fuel purchases	\$	112.25
001.1050.5570.000	Marshall County Engineer	August fuel purchases	\$	285.61
001.1050.5571.000	Marshall County Engineer	August fuel purchases	\$	1,000.62
001.1071.5570.000	Marshall County Engineer	August fuel purchases	\$	17.35
001.1075.5570.000	Marshall County Engineer	August fuel purchases	\$	123.29
001.2020.5570.000	Marshall County Engineer	August fuel purchases	\$	42.69
001.4030.5570.000	Marshall County Engineer	August fuel purchases	\$	913.84
001.4030.5571.000	Marshall County Engineer	August fuel purchases	\$	555.00
001.6050.5570.000	Marshall County Engineer	August fuel purchases	\$	101.85
110.2010.5570.000	Marshall County Engineer	August fuel purchases	\$	893.25
110.2010.5571.000	Marshall County Engineer	August fuel purchases	\$	2,292.29
110.2040.5570.000	Marshall County Engineer	August fuel purchases	\$	242.49
110.2060.5570.000	Marshall County Engineer	August fuel purchases	\$	394.39
110.2070.5571.000	Marshall County Engineer	August fuel purchases	\$	134.86
610.8015.5570.000	Marshall County Engineer	August fuel purchases	\$	203.70
610.8015.5571.000	Marshall County Engineer	August fuel purchases	\$	140.97
610.8016.5570.000	Marshall County Engineer	August fuel purchases	\$	507.47
610.8016.5571.000	Marshall County Engineer	August fuel purchases	\$	256.07
690.8050.5570.000	Marshall County Engineer	August fuel purchases	\$	150.39
690.8050.5571.000	Marshall County Engineer	August fuel purchases	\$	4,762.28
740.8065.5570.000	Marshall County Engineer	August fuel purchases	\$	338.31
740.8065.5571.000	Marshall County Engineer	August fuel purchases	\$	170.72
181.3040.5250.000	Marshall County Recorder	Lien release 1002 W Nevada St	\$	17.00
001.2080.5342.000	Marshalltown Aviation Inc	Monthly Services	\$	2,708.00
001.2080.5344.000	Marshalltown Aviation Inc	Monthly Services	\$	2,083.00
001.2080.5450.000	Marshalltown Aviation Inc	Monthly Services	\$	50.05
001.2080.5450.000	Marshalltown Aviation Inc	Monthly Services	\$	71.32

001.2080.5481.000 Marshalltown Aviation Inc	Monthly Services	\$ 62.50
001.5900.5331.000 Marshalltown Chamber of Commerce	Res2025-16 Tourism&Promotional Services FY25remain	\$ 20,184.37
001.5900.5331.000 Marshalltown Chamber of Commerce	Res 2025-16 Tourism & Promotional Services FY26	\$ 12,221.84
001.2090.5220.000 Marshalltown Water Works	landfill bills	\$ 263.70
001.4030.5483.000 Marshalltown Water Works	water	\$ 297.36
001.4030.5483.000 Marshalltown Water Works	water	\$ 14.03
001.4030.5483.000 Marshalltown Water Works	Riverview Park water	\$ 20.99
001.4030.5483.000 Marshalltown Water Works	City RV Dump water	\$ 24.47
001.4030.5483.000 Marshalltown Water Works	water	\$ 106.86
001.4030.5483.000 Marshalltown Water Works	water	\$ 34.91
001.4030.5483.000 Marshalltown Water Works	water	\$ 128.87
142.4030.5483.000 Marshalltown Water Works	water	\$ 247.70
142.4030.5483.000 Marshalltown Water Works	water	\$ 726.82
142.4030.5483.000 Marshalltown Water Works	water	\$ 399.80
610.8015.5220.000 Marshalltown Water Works	WPCP Plant water usage	\$ 8,345.43
610.8015.5483.000 Marshalltown Water Works	WPCP Plant water usage August '25	\$ 1,231.06
740.8065.5220.000 Marshalltown Water Works	Storm water Collection Services	\$ 258.80
001.1010.5410.000 MCATEE TIRE SALES & SERVICE INC	PD 527 tires and services	\$ 111.00
001.1010.5565.000 MCATEE TIRE SALES & SERVICE INC	PD 527 tires and services	\$ 276.00
690.8050.5151.000 MCFARLAND CLINIC PC	Paid medical claims	\$ 92.00
690.8050.5339.000 MCFARLAND CLINIC PC	Paid medical claims	\$ 95.04
121.5030.5331.000 MEDIC	Home Buyer Incentive	\$ 2,500.00
001.1050.5470.000 MENARDS	1000W fog machine and juice	\$ 122.98
001.1050.5600.000 MENARDS	Links and polyester for flag	\$ 32.44
001.1050.5600.000 MENARDS	FD bath towels	\$ 58.62
001.1099.5410.000 MENARDS	P&F bldg door and rail spray	\$ 20.94
001.1099.5410.000 MENARDS	P&F Bldg exterior wall repair	\$ 37.96
001.1099.5410.000 MENARDS	P&F bldg water proofing repairs	\$ 67.84
001.6050.5410.000 MENARDS	YSS/City hall hot water heater repairs	\$ 10.67
001.6050.5718.000 MENARDS	extension cord & plug for bldgs	\$ 58.43
110.2010.5600.000 MENARDS	Diamond blade 14"	\$ 119.00
110.2010.5600.000 MENARDS	Diamond blade 14"	\$ 119.00
110.2040.5600.000 MENARDS	Marking paint for locates	\$ 25.44
610.8016.5776.000 MENARDS	Passage tylo knob	\$ 5.69
740.8065.5776.000 MENARDS	Passage tylo knob	\$ 3.80
110.2030.5600.000 Michael Todd & Co Inc	Utility locate marking paint	\$ 89.16
110.2040.5600.000 Michael Todd & Co Inc	Utility locate marking paint	\$ 89.17
610.8015.5603.000 Microbac Laboratories Inc	LAB anaylsis -multiple	\$ 343.50
610.8015.5603.000 Microbac Laboratories Inc	LAB anaylsis multiple	\$ 117.75
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB buffer solution	\$ 33.28
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB 90mm filter paper	\$ 87.85
001.2080.5344.000 MIDWEST SAFETY COUNSELORS INC	Hexane system calibration at Airport	\$ 90.00
001.1099.5386.000 Milestone Outdoor Co	Police and Fire contract mowing	\$ 1,110.00
110.2040.5344.000 MOBOTREX INC	Traffic signal conflict monitoring testing	\$ 7,336.00
110.2040.5410.000 MOBOTREX INC	Traffic signal pedestrian push buttons	\$ 1,000.00
110.2040.5410.000 MOBOTREX INC	Traffic signal battery back up S 6th & IA Ave	\$ 6,439.00
110.2040.5410.000 MOBOTREX INC	Conflict monitor S 6th St & IA Ave	\$ 1,286.00
110.2040.5410.000 MOBOTREX INC	PED buttons S Center and Church St	\$ 250.00
110.2040.5600.000 MOBOTREX INC	Traffic signal pucks	\$ 4,100.00
610.8016.5565.000 Napa Auto Parts	2014 Ford F250 oil and filters	\$ 26.76
740.8065.5565.000 Napa Auto Parts	2014 Ford F250 oil and filters	\$ 18.45
001.1010.5600.000 OFFICE EXPRESS	PD cleaning products	\$ 386.15
001.1010.5605.000 OFFICE EXPRESS	PD toner cartridge	\$ 188.99
Payroll Payroll	Payroll #19 9.11.25	\$ 370,220.22
110.2010.5342.000 Prairie Waste Solutions	Street dept roll offs	\$ 271.04
610.8015.5342.000 Prairie Waste Solutions	Water Pollution plant	\$ 290.98
030.1050.5750.000 PUSH PEDAL PULL	Fire dept treadmill	\$ 7,595.00
355.1075.4875.000 Ramirez, Cesar	Lansing Demolition water usage	\$ 72.60
121.5040.5230.000 RDG Planning & Design	Comp Plan and Housing Study Res 2025-082	\$ 3,400.00
133.5020.5331.000 Region 6 Resource Partners	CDBG HCI 30 unit rental admin	\$ 18,192.00
610.8015.5380.000 SCHARNWEBER WATER CONDITIONING INC	WPCP August water conditioner lease	\$ 27.00
001.1010.5342.000 SCHENDEL PEST CONTROL INC	PD monthly control	\$ 52.04
001.4030.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$ 22.90
001.4030.5342.000 SCHENDEL PEST CONTROL INC	Community Bldg & Reunion Hall	\$ 51.12

001.4065.5342.000 SCHENDEL PEST CONTROL INC	Coliseum	\$ 52.04
001.6050.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$ 22.90
001.6051.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$ 23.58
001.4065.5410.000 SCHUMACHER ELEVATOR COMPANY	Coliseum quarterly elevator maintenance	\$ 491.73
001.6050.5344.000 SCHUMACHER ELEVATOR COMPANY	City Hall Elevator Maintenance	\$ 249.02
001.6051.5344.000 SCHUMACHER ELEVATOR COMPANY	Carnegie Bldg elevator	\$ 251.55
001.1010.5280.000 Seiler Instrument & Manufacturing Co Inc	Forensic capture catalyst bundle	\$ 700.96
610.8015.5980.000 Shaffer, Gerry	Sewer refund filled pool	\$ 55.10
001.1099.5410.000 SIEMENS INDUSTRY, INC.	P & F Bldg air damper actuator	\$ 180.43
001.1099.5410.000 SIEMENS INDUSTRY, INC.	Police & Fire smoke/ duct detector	\$ 1,506.00
884.7010.5980.000 Simons, Steve	Health insurance premium coverage	\$ 516.44
364.4030.5233.000 Snyder & Associates Inc	Eng fees for Linn Creek Dis Trailhead thru 7/31/25	\$ 28,617.47
110.2010.5600.000 SPAHN & ROSE LUMBER CO	Street dept lumber	\$ 21.84
001.6050.5600.000 STAPLES BUSINESS CREDIT	trash bags for buildings	\$ 85.26
001.6051.5600.000 STAPLES BUSINESS CREDIT	trash bags for buildings	\$ 85.26
001.1010.5344.000 Stericycle Inc	PD services	\$ 194.10
184.5030.5344.000 Stericycle Inc	Housing shredding services	\$ 52.44
001.1010.5344.000 STERLING FIRE & SAFETY INC	PD Fire extinguisher recharge	\$ 175.00
001.1050.5344.000 STERLING FIRE & SAFETY INC	Fire dept fire extinguisher recharge & ANSUL	\$ 620.00
001.4030.5611.000 Strands	Parks supplies	\$ 130.91
610.8015.5600.000 The Optical Center	Safety glasses dispensing fee	\$ 25.00
610.8015.5600.000 The Optical Center	Safety glasses dispensing fee	\$ 25.00
610.8015.5600.000 The Optical Center	Safety glasses dispensing fee	\$ 25.00
110.2050.5410.000 The Powder Shop Inc	Salt hopper	\$ 750.00
001.4030.5611.000 THEISENS SUPPLY INC	Parks and Street depts weed cutter line	\$ 39.99
110.2010.5600.000 THEISENS SUPPLY INC	invoice paid twice	\$ (8.58)
110.2010.5600.000 THEISENS SUPPLY INC	Parks and Street depts weed cutter line	\$ 29.98
110.2010.5600.000 THEISENS SUPPLY INC	mounting tape	\$ 9.49
110.2010.5718.000 THEISENS SUPPLY INC	tape measure	\$ 25.99
001.4045.5342.000 Tomesch Training LLC	Training	\$ 402.50
001.4045.5342.000 Tomesch Training LLC	Training	\$ 805.00
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 5,611.37
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 912.47
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 1,091.65
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 416.66
001.4040.5441.000 TREASURER ST OF IOWA	Sales/ Use tax	\$ 2,508.02
001.4040.5442.000 TREASURER ST OF IOWA	Sales/ Use tax	\$ 152.21
610.8015.5441.000 TREASURER ST OF IOWA	Sales/ Use tax	\$ 14,455.44
610.8015.5441.000 TREASURER ST OF IOWA	Sales/ Use tax	\$ 2,409.24
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 10,344.72
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 5,160.86
110.2010.5600.000 Tri State Lock Service	Street dept 3 locks	\$ 90.00
001.1010.5347.000 TriTech Software Systems	TriTech Software Contract (10/28/25-10/27/26)	\$ 19,025.60
001.4010.5215.000 TSYS	Library credit card transaction fees	\$ 42.01
001.6021.5215.000 TSYS	Finance credit card transaction fees	\$ 255.08
610.8016.5339.000 Unity Point- Occupational Medicine	paid medical claims	\$ 25.20
740.8065.5339.000 Unity Point- Occupational Medicine	paid medical claims	\$ 16.80
001.1010.5151.000 UnityPoint Health at Work	Police dept physical and or immunizations	\$ 1,272.54
181.3040.5433.000 Viramontes, Leticia	Lead Hazard Reduction program	\$ 750.00
001.4045.5482.000 WoodRiver Energy LLC	SWIMMING POOL 7077	\$ 1,839.00
110.2010.5482.000 WoodRiver Energy LLC	905 E Main St	\$ 51.55
690.8050.5482.000 WoodRiver Energy LLC	905 E Main St	\$ 34.37
001.1099.5410.000 WW GRAINGER	P&F bldg RTU-1 motor starter	\$ 224.10
001.1099.5410.000 WW GRAINGER	Heating valve for Police & Fire bldg	\$ 65.42
001.4030.5344.000 Xerox Corp	Park & Rec contract and copies	\$ 211.93
610.8015.5344.000 Xerox Corp	WPCP August Xerox and copies	\$ 39.26
TOTAL		\$ 2,681,819.21



**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: September 22, 2025
Re: Resolution Approving an Electric and Telecommunication Line Easement
with Interstate Power and Light Company for Parcel 8318-11-326-019

Strategic Plan Objective:

No specific objective; however, this easement is needed for IPL (Alliant Energy) to provide utility services to the community. Providing an easement in this area helps minimize utilities along a stretch of 2nd Street roadway right-of-way.

Recommended:

City Staff recommend approving easement.

Budget Impact:

None.

Description/Background:

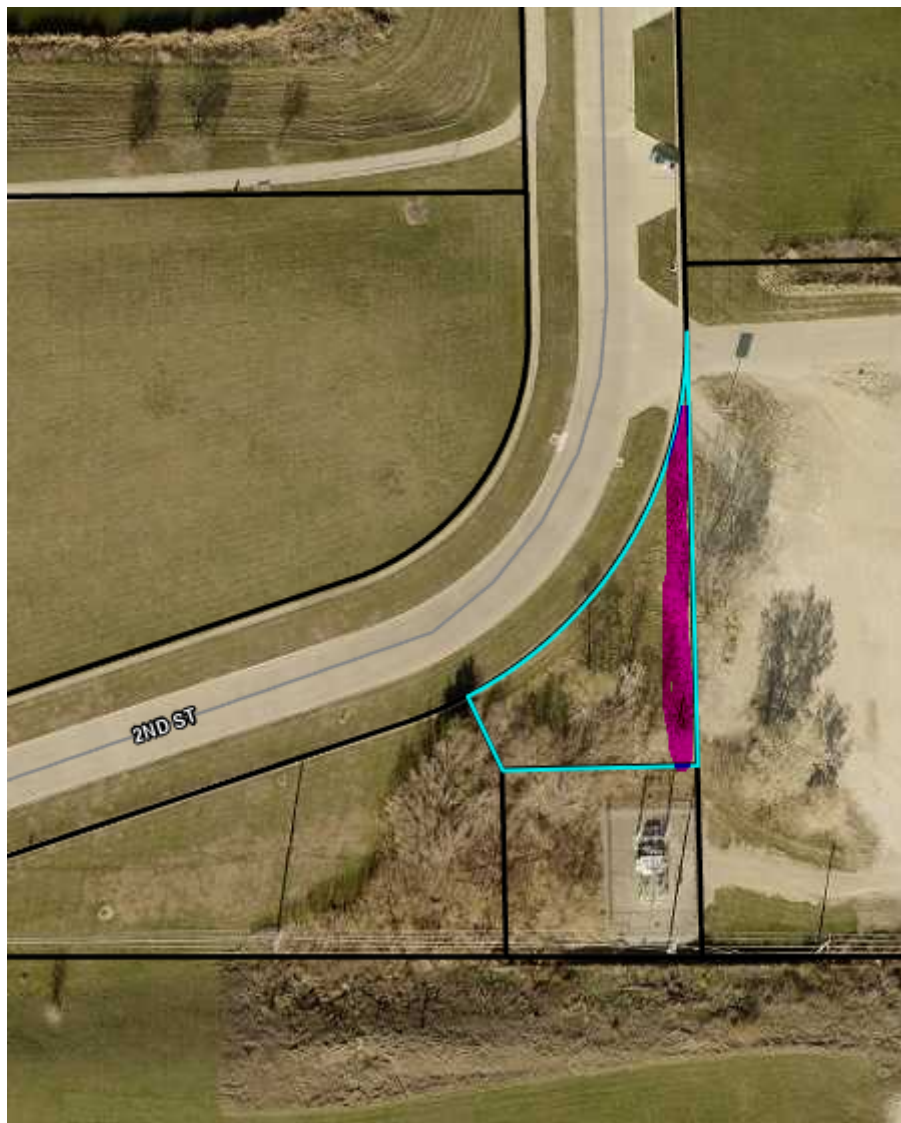
Interstate Power and Light Company (known locally as Alliant Energy) reached out to City Engineering to request an easement for facilities to be located through city-owned property off 2nd St. IPL owns a land locked parcel and needs to traverse this city owned property to get from 2nd St to their electrical substation from the north. Their current access is from the west and would require additional utilities in 2nd St to backtrack in order to get to the substation.

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

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above except for cases where public improvements by the City of Marshalltown are proposed. In cases where the City of Marshalltown constructs public improvements and there is a conflict in the proposed public improvements and the Grantee's facilities, the Grantee agrees to relocate the facilities at the Grantee's sole cost.

The location of the requested easement is 15-ft wide and located along the eastern property line.

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



Attachments:

1. Resolution Approving Easement IPL 8318-11-326-019
2. Easement - 8318-11-326-019

**RESOLUTION APPROVING AN ELECTRIC AND TELECOMMUNICATION LINE
EASEMENT WITH INTERSTATE POWER AND LIGHT COMPANY FOR PARCEL
8318-11-326-019**

WHEREAS, the City of Marshalltown owns Parcel 8318-11-326-019 located in Marshalltown, Iowa; and

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

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

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

Passed this 22nd day of September 2025 and signed this _____ day of September 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

ELECTRIC LINE EASEMENT

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

See Attached Exhibit A, page 3

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

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above except for cases where public improvements by the City of Marshalltown are proposed. In cases where the City of Marshalltown constructs public improvements and there is a conflict in the proposed public improvements and the Grantee's facilities, the Grantee agrees to relocate the facilities at the Grantee's sole cost.

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

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

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

Signed this _____ day of _____, 20__.

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

By: _____

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

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

_____ to me personally known

or _____ provided to me on the basis of satisfactory
evidence

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

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

My Commission Expires: _____

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
Title(s) of Corporate Officers(s):

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

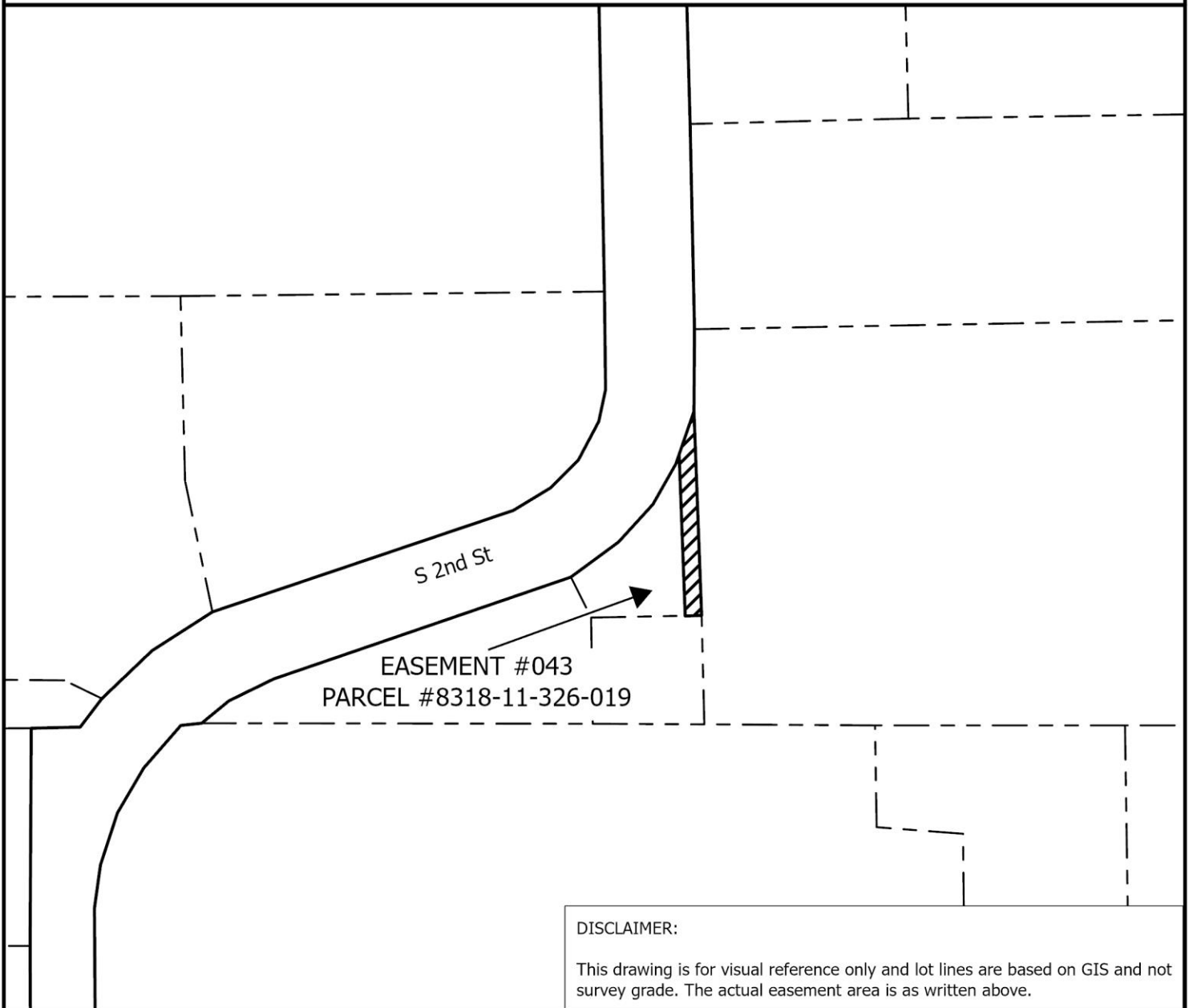
SIGNER IS REPRESENTING:

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

EXHIBIT 'A'

Easement area being a strip of land 15 feet in width, being 7.5 feet each side of the centerline of facilities, or extensions thereof, along the East 15 feet of Grantor's property described below and more particularly described by placement of the facilities at the time of construction on or adjacent to the following described property.

Grantor's Parcel: Lot 7, Glenwood Third Addition to Marshall, Marshall County, Iowa



N
NOT TO SCALE
Alliant #1030716

 15' EASEMENT AREA
 RIGHT OF WAY LINE
 PROPERTY LINE

mi-TECH
WWW.MI-TECH.US

Mi-Tech Services
2815 100th St., #310
Urbandale, IA 50322



**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: September 22, 2025
Re: Resolution Approving Contract Change Order #1 for the 2025 PCC Patch Repair Project, #STR23002, an Increase of \$150,977.74

Strategic Plan Objective:

None specific to this work; however, maintaining our infrastructure is important for the city.

Recommended:

Staff recommends approval of Change Order #1, an increase of \$150,977.74.

Budget Impact:

This project is to be funded through bond funds set aside for the Street Improvement Program, which based on timing will likely come from a combination of the 2021 GO Bond (Fund 363) and 2022 GO Bond (Fund 364). 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. The following numbers are shown as a FYI to understand project costs:

Expenses		
Construction - Base Bid	\$ 305,476.00	<i>Cedar Falls Construction</i>
Construction – Change Order #1	\$ 150,977.74	<i>Cedar Falls Construction</i>
TOTAL	\$ 456,453.74	

Description/Background:

This change order accounts for:

- As discussed at award, due to favorable unit pricing, we would increase the size and quantity of patching included in this project.
- Several patch depths during construction varied from the 8-inch standard. In order to match pavement thickness, we utilized Iowa DOT Table 2529.05-1 to determine unit pricing for patches of different thicknesses and recommend establishing these as separate bid items for ease of record keeping.
- We had reached out to Iowa DOT regarding one patch near the 18th Ave Highway 30

overpass after observing what appeared to be an expansion joint. Once DOT confirmed, we had the Contractor install an EF Joint in that patch.

- City sewer crews replaced the two intakes that were originally a part of this project due to timing of the patch work and continued deterioration.
- Lastly, with the additional patches, additional traffic control was required. For now, we have added \$5,000 for that extra work and will continue monitoring and negotiations with the Contractor on additional set-ups.

Design and Construction Engineering services for this work is being performed in-house. Substantial completion is set for October 24th, 2025.

FOR REFERENCE PROJECT BACKGROUND:

Several of our arterial and collector streets, including truck routes, have some pavement failure and deterioration that we are proposing to address through full-depth PCC patching. These include select areas on the following streets:

S. 18th Ave
E. Main St
S. 12th Ave
W. Lincoln Way

These routes are higher traffic and we are proposing several temporary traffic control measures such as lane closures and temporary traffic signals to allow alternating traffic to best keep traffic able to navigate construction. There will be one patch that will require a road closure, a patch located at a pavement transition on W Lincoln Way, just west of Lincoln Tower Circle/Brentwood Drive. During that closure, a detour will be set up requiring trucks to use an alternate route with signage to direct traffic on Highland Acres Road, Iowa Ave, and 18th Ave.

Attachments:

1. Resolution Approving CO1 PCC Patch STR23002
2. STR23002 Change Order 1_to Council

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 FOR THE 2025 PCC
PATCH REPAIR, PROJECT NO. STR23002, AN INCREASE OF \$150,977.74**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Cedar Falls Construction Co., Inc. for the 2025 PCC Patch Repair Project #STR23002; and

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

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

Section 1. That the contract Change Order #1 for the 2025 PCC Patch Repair Project #STR23002, in the increased amount of \$150,977.74 is hereby accepted and approved.

Passed this 22nd day of September 2025, and signed this _____ day of September 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

CONSTRUCTION CHANGE ORDER

Owner: City of Marshalltown
Project Number: STR23002
Project Description: 2025 PCC Patch Repair Project

Change Order: #1
Change Order Recommended: 9/15/2025
Effective Date of Change Order: 9/22/2025

Date of Contract: May 27, 2025

Contractor: Cedar Falls Construction Co., Inc.
Cedar Falls, Iowa

Reason / Justification for Change Order:

As discussed at award, due to favorable unit pricing, we would increase the size and quantity of patching included in this project. Additionally, several patch depths during construction varied from the 8-inch standard. In order to match pavement thickness, we utilized Iowa DOT Table 2629.05-1 to determine unit pricing for patches of different thicknesses and recommend establishing these as separate bid items for ease of record keeping. We had reached out to Iowa DOT regarding one patch near the 18th Ave Highway 30 overpass after observing what appeared to be an expansion joint. Once DOT confirmed, we had the Contractor install an EF Joint in that patch. Lastly, with the additional patches, additional traffic control was required.

Awarded Contract Price \$305,476.00

(Insert change orders, as applicable)

\$ -

Original Substantial Completion Date: 10/24/2025
Current Substantial Completion Date: 10/24/2025
Proposed Substantial Completion Date: 10/24/2025

Original Final Completion Date: 11/28/2025
Current Final Completion Date: 11/28/2025
Proposed Final Completion Date: 11/28/2025

Total Current Contract Amount \$305,476.00

Proposed Work Changes (See Attached Tab) \$150,977.74

Total Proposed Contract Amount \$456,453.74

Original Working Days: n/a
Current Working Days: n/a
Proposed Working Days: n/a

Recommended by Engineer:

Heather Thomas

Heather Thomas, PE
City of Marshalltown

City Engineer
Title

09/18/2025
Date

Accepted by Contractor:

Pat Buddh

Cedar Falls Construction Co., Inc.

President
Title

9/18/25
Date

Authorized by Owner:

City of Marshalltown

Title

Date

CONSTRUCTION CHANGE ORDER - TABULATION OF CHANGES

STR23002

Change Order: #1

2025 PCC Patch Repair Project

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

		(A)				(B) = (D) _{previous}		(C)		(D) = (B) + (C)	
Bid Item Number	Item Description	Original Contract				Previous Contract Adjustment		Proposed Contract Adjustment		Proposed Contract	
		Quantity	Unit	Unit Price	Value	Quantity	Value	Quantity	Value	Quantity	Value
1	Subgrade Treatment, Geogrid	1,854.5	SY	\$2.00	\$3,709.00	1,854.5	\$3,709.00	1,136.8	\$ 2,273.60	2,991.3	\$5,982.60
2	Subbase, Modified, 8"	1,854.5	SY	\$18.00	\$33,381.00	1,854.5	\$33,381.00	1,136.8	\$ 20,462.40	2,991.3	\$53,843.40
3	Intake, Type SW-507	1.0	EA	\$5,000.00	\$5,000.00	1.0	\$5,000.00	(1.0)	\$ (5,000.00)	-	\$0.00
4	Intake, Type SW-501	1.0	EA	\$4,000.00	\$4,000.00	1.0	\$4,000.00	(1.0)	\$ (4,000.00)	-	\$0.00
5	Removal, Intake	2.0	EA	\$800.00	\$1,600.00	2.0	\$1,600.00	(2.0)	\$ (1,600.00)	-	\$0.00
6	Remove and Replacement, Intake Lid w/Manhole	2.0	EA	\$3,000.00	\$6,000.00	2.0	\$6,000.00	-	\$ -	2.0	\$6,000.00
7	Full Depth Patches, PCC, 8"	1,689.2	SY	\$106.00	\$179,055.20	1,689.2	\$179,055.20	389.7	\$ 41,308.20	2,078.9	\$220,363.40
8	Full Depth Patches, PCC, 8", Reinforced	27.3	SY	\$116.00	\$3,166.80	27.3	\$3,166.80	18.0	\$ 2,088.00	45.3	\$5,254.80
9	Removal, Pavement	1,716.4	SY	\$10.00	\$17,164.00	1,716.4	\$17,164.00	1,039.3	\$ 10,393.00	2,755.7	\$27,557.00
10	Temporary Traffic Control	1.0	LS	\$43,900.00	\$43,900.00	1.0	\$43,900.00	-	\$ -	1.0	\$43,900.00
11	Seeding, Fertilizing, and Mulching	1.0	LS	\$3,000.00	\$3,000.00	1.0	\$3,000.00	-	\$ -	1.0	\$3,000.00
12	Mobilization	1.0	LS	\$5,500.00	\$5,500.00	1.0	\$5,500.00	-	\$ -	1.0	\$5,500.00
CO1-1	Full Depth Patches, PCC, 9"	-	SY	\$116.60	\$0.00	-	\$0.00	1.0	\$ 116.60	1.0	\$116.60
CO1-2	Full Depth Patches, PCC, 9", Reinforced	-	SY	\$127.60	\$0.00	-	\$0.00	1.0	\$ 127.60	1.0	\$127.60
CO1-3	Full Depth Patches, PCC, 10"	-	SY	\$121.90	\$0.00	-	\$0.00	591.0	\$ 72,042.90	591.0	\$72,042.90
CO1-4	Full Depth Patches, PCC, 10", Reinforced	-	SY	\$133.40	\$0.00	-	\$0.00	21.6	\$ 2,881.44	21.6	\$2,881.44
CO1-5	Full Depth Patches, PCC, 12"	-	SY	\$159.00	\$0.00	-	\$0.00	26.0	\$ 4,134.00	26.0	\$4,134.00
CO1-6	EF Joint	-	EA	\$750.00	\$0.00	-	\$0.00	1.0	\$ 750.00	1.0	\$750.00
CO1-7	Traffic Control - Adder 1	-	LS	\$5,000.00	\$0.00	-	\$0.00	1.0	\$ 5,000.00	1.0	\$5,000.00
	TOTALS:				\$305,476.00		\$305,476.00		\$150,977.74		\$456,453.74



**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: September 22, 2025
Re: Resolution Accepting and Awarding the Bid for Providing Salt for Ice and Snow Control for the 2025-2026 Fiscal Year in the City of Marshalltown, Iowa in the Amount of \$75.89 Per Ton

Strategic Plan Objective:

Purchasing salt does not fall under a specific strategic plan objective, but is necessary and aids in our ability to provide a safe transportation network.

Recommended:

City Staff recommend approving a contract to provide bulk salt for the 2025 calendar year with Johnson Feed Inc. in the amount of \$75.89 / Ton.

Budget Impact:

We estimate the purchase of approximately 1,000 Tons of salt. Based on the submitted bid price of \$75.89 / Ton – we estimate expenses of \$75,890 towards the raw material/delivery. We have a FY26 budget of \$190,000 [110.2050.5622] which is funded through Road Use Tax funds.

Description/Background:

City staff requested bids for providing bulk salt; bid tabulation attached. This salt is used for ice removal on city streets over the winter months. Previous year salt bids were \$72.03, \$73.78, \$74.59, and \$75.15/Ton.

Last year, we purchased 1,200 Tons of salt; but with the mild winter last year and continued efforts to dial in salt calibration, we will reduce the amount to 1,000 Tons to top off our storage buildings (*total capacity of about 3,000 Tons*). We typically need about 140 Tons of salt for a single event where salt is applied to all streets.

We are needing some repairs to one of the salt storage buildings, the Grandstand, and continue to work through details on those repairs. Currently, our older salt that was not used is located in the Hoop Building, which will be the first used this winter. Unspent budget allocation if the winter is mild will go towards these repairs.

Attachments:

1. Resolution Awarding Salt Bid FY 25-26
2. 2025 Salt Bid Tabulation

**RESOLUTION ACCEPTING AND AWARDING THE BID FOR PROVIDING SALT
FOR ICE AND SNOW CONTROL FOR THE 2025-2026 FISCAL YEAR IN THE CITY
OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$75.89 PER TON**

WHEREAS, the City of Marshalltown, Iowa, requested bids from various commercial salt suppliers, for salt for ice and snow control for the 2025-2026 fiscal year, therefore,

WHEREAS, Johnson Feed Inc., submitted a low bid of \$75.89 per ton delivered to the Public Works Department which is now before this Council for final approval.

<u>Name and Address</u>	<u>Bid Amount</u>
Johnson Feed Inc. <i>Canton, SD</i>	\$75.89
Independent Salt Company <i>Kanopolis, Kansas</i>	\$77.24
Central Salt, LLC <i>Lyons, KS</i>	\$84.52

After consideration of all bids filed, it was determined by the Council that the bid of Johnson Feed Inc. is the best and lowest responsible bid as is herein outlined.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: That the bid of Johnson Feed Inc. for providing salt for ice and snow control in the City of Marshalltown, Iowa, in the amount of \$75.89 per ton is hereby accepted, approved, and awarded.

BE IT FURTHER RESOLVED: That the Mayor, Public Works Director, and City Clerk are hereby authorized to approve and execute the contracts on behalf of the City of Marshalltown, Iowa.

Passed this 22nd day of September 2025, and signed this _____ day of September 2025.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

TABULATION OF BULK SALT BIDS 2025
MARSHALLTOWN DEPARTMENT OF PUBLIC WORKS - STREET DIVISION
BIDS DUE: SEPTEMBER 18, 2025, 10:00 AM



Company Name	Address	Price Per Ton	Anticipated Delivery Start	Anticipated Delivery Timeframe
Johnson Feed Inc	305 W Industrial Rd, Canton, SD 57013	\$75.89	September 29, 2025	November 14, 2025
Independent Salt Company	1126 20th Rd, PO Box 36, Kanopolis, KS 57454	\$77.24	ASAP	November 30, 2025
Central Salt, LLC	1420 State Hwy 14, Lyons, KS 67554	\$84.52	October 1, 2025	November 15, 2025

Based on the bids received, the City of Marshalltown Public Works is recommending approval of our 2025 bulk salt contract with Johnson Feed, Inc at the City Council Meeting scheduled for September 22nd, 2025.



**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: September 22, 2025
Re: Resolution Approving Council-Designated Local Option Sales Tax for Grant Administrator Services to Pursue CDBG-DR Funding

Strategic Plan Objective:

Support the City of Marshalltown's Strategic Plan by advancing livability and housing opportunities, fostering resilient neighborhoods, and strengthening economic development through quality, affordable homeownership options. This initiative leverages external state and federal funding to maximize local investment and demonstrates financial stewardship by positioning the City to recover pre-award costs while expanding long-term housing capacity for low-to-moderate income households impacted by the 2020 derecho

Recommended:

Staff recommends approval of the attached resolution authorizing \$15,000 in Council-Designated Local Option Sales Tax (LOST) funds to issue an RFP and procure a grant administrator to assist the City with pre-application and pre-award activities required for the Community Development Block Grant – Disaster Recovery (CDBG-DR) housing program.

Budget Impact:

The \$15,000 allocation will be paid from Council-Designated LOST funds. This cost represents a non-reimbursable, pre-award local investment required to meet Iowa Economic Development Authority (IEDA) prerequisites.

If the City is awarded CDBG-DR funds, administrative costs incurred after award (such as project reporting, Davis-Bacon compliance, income verifications, and close-out activities) may be reimbursable under the grant.

Description/Background:

The City of Marshalltown intends to pursue funding under the CDBG-DR housing program administered by IEDA. As outlined in program requirements, local governments must demonstrate administrative capacity and procure a certified grant administrator through a competitive RFP process to complete pre-application and pre-award work.

This pre-award work includes environmental review preparation, application submission,

compliance planning, and income qualification procedures. Securing a grant administrator now positions the City to submit a competitive application once IEDA reopens the program.

While hiring a grant administrator is a requirement to move forward, it does not guarantee that IEDA will reopen the program or that Marshalltown will receive an award. The initial pre-award cost of \$15,000 for grant administration services would be paid from Local Option Sales Tax (LOST) funds and is not reimbursable. If the program is reopened and an award is secured, subsequent administrative costs would be reimbursable through the grant.

This action represents an investment to position the City competitively for up to \$2 million in CDBG-DR funding to support the construction of new affordable duplexes that would strengthen neighborhoods and increase the supply of resilient housing for low-to-moderate income households.

Attachments:

1. Resolution Approving LOST for Grant Administration
2. 2020_derecho_cdbg-dr_for_sale_housing_program_guidelines_2.1
3. Sample RFP for Grant Admin Services - With Publication Template
4. Marshalltown CBDG DR_Commitment_Richardson_Ralsoton Eco 7.15.25

**RESOLUTION AUTHORIZING THE USE OF COUNCIL-DESIGNATED LOCAL
OPTION SALES TAX FOR GRANT ADMINISTRATOR SERVICES TO PURSUE CDBG-
DR FUNDING**

WHEREAS, the City of Marshalltown, seeks to increase the availability of affordable housing through participation in the Community Development Block Grant- Disaster Recovery (CBDG-DR) program administered by the Iowa Economic Development Authority (IEDA); and

WHEREAS, program guidelines require local governments to procure a certified grant administrator to assist with project planning, environmental review, application preparation, income verifications, compliance monitoring, and other federally required activities; and

WHEREAS, the City Council of Marshalltown has determined it is in the best interest of the community to allocate Local Option Sales Tax (LOST) funds to cover the cost of issuing an RFP and retaining a grant administrator for this pre-application work; and

WHEREAS, the grant administrator will be funded by the City of Marshalltown.

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

Section 1. That \$15,000 in Council-Designated Local Option Sales Tax is hereby approved to provide grant administrator services to pursue IEDA CDBG-DR funding for housing.

Passed this 22nd day of September 2025, and signed this _____ day of September 2025.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

New Resilient Affordable Housing – For Sale Program Guidelines

Program Purpose

To assist in the long-term recovery to the August 2020 derecho by providing for long-term, quality, single-family housing that is resilient to future natural disasters and affordable to low to moderate income households.

Version History

Version	Date	Summary Description
1.0	September 30, 2022	Round 1 Launch
1.1	November 22, 2022	Correction to down payment assistance
1.2	February 21, 2023	Amendment 2, URA
1.3	June 21, 2022	Update to Disaster Tieback, Removal of redundant already in the Combined Policies & Procedures Manual
2.0	October 30, 2023	Round 2 Launch, Downpayment Assistance revisions
2.1	November 15, 2023	Update to disaster tieback

Administration

This program is administered by the Iowa Economic Development Authority (IEDA). IEDA is a state agency which administers Community Development Block Grant-Disaster Recovery (CDBG-DR) awards issued to the State of Iowa by the U.S. Department of Housing & Urban Development (HUD). Administrative activities are led by the IEDA Disaster Recovery Team Lead and members of both the Disaster Recovery and Federal Programs teams.

Available Funds

Program	Budget	Linn County	Marshall, Tama, and Benton Counties
New Resilient Affordable Housing – Owner Occupied	\$20,772,308	\$16,786,317	\$4,003,991

Eligible Applicants

Units of general local government (UGLGs) are the eligible applicants for these funds. This includes all city, tribal, and county governments within Linn, Marshall, Tama, and Benton counties. At least 80% of program funds will be allocated to the HUD MID area (Linn County), with the remaining program funds available to the State MID area (Marshall, Tama, and Benton counties). UGLGs will identify a developer on their applications to IowaGrants and enter into a development agreement once Release of Funds has been issued by IEDA.



Application Rounds

Round 1: IEDA will open applications for \$20,000,000 in for sale new housing construction assistance on September 30, 2022 and applications will be open on IowaGrants until December 2, 2022 at 11:59 PM Central. This first round will allow the State to establish a competitive review process, gauge the capacity of the MID areas for new single-family housing, and support local housing markets. If all funds are not obligated, future rounds will be established, at no less than one round per year, until the funds in this program are fully expended. If the demand of quality applications in the New Resilient Affordable For Sale Housing program exceeds available funds in that program, funds from this program may be reallocated, or vice versa.

Round 2: IEDA will open applications for \$1,281,991 for rental and for sale new housing construction on October 30, 2023. Applications will be open on IowaGrants until March 31, 2024 at 11:59 PM Central. This second round will allow the State to competitively review applications from the State MID area, from which the State did not fully allocate funding after Round 1. If all funds are not obligated, future rounds will be established, at no less than one round per year, until the funds in this program are fully expended.

Application Workshops

Round 1 Application Workshop Date: October 11, 2022

Round 1 Green Streets Workshop Date: August 30, 2022

Round 2 Application Workshop Date: November 6, 2023

National Objective and Eligible Activities

This program is designed to meet the Low to Moderate Income Housing (LMH) national objective. Eligible activities include: New construction, acquisition, clearance, and homeownership assistance; HCDA Section 105(a) 1,4,5,8,11,14,15,24; applicable waivers identified in the Allocation Announcement Notice and Consolidated Notice (87 FR 6364).

Disaster Tieback

This program addresses the unmet needs tied to providing new resilient, affordable housing to improve the housing stock in the disaster-impacted MID areas. The State intends to market to first-time homebuyers to assist with the disaster's impact on the rental community but will not restrict the program to first-time homebuyers. The State currently anticipates the creation of 125 new single family housing units over the life of this program.

Housing Requirements

This program's intent is to help the affordable housing market recover from the derecho in the MID areas and provide for more resiliency in the affordable housing market to future natural disasters. With that, there are numerous requirements that come with federal assistance related to affordability, home construction, and project management.

IEDA will seek to award program funds to a diverse range of neighborhoods and communities in order to not concentrate LMI housing in a singular area. IEDA will also seek to award a variety of



housing types to provide disaster-affected households a range of options, including options for those experiencing disabilities.

IEDA will make awards to cities/counties/tribes for the construction of new housing. Subrecipients may enter into a development agreement with a developer who maintains site control of the project site. A **developer** is a for-profit or nonprofit individual or entity that the grantee provides CDBG-DR funding to for the purpose of constructing new housing on vacant or demolished properties. Local government agencies, local housing authorities, and tribal governments are not developers and would need to procure if awarded and not working with a private or nonprofit developer. Beginning with Round 2, all development teams must have an architect on the team or a designated architect to review plans before and after award; all development teams for multifamily housing must have a structural engineer on the team; and all development teams incorporating infrastructure in support of housing must have a civil engineer on the team. The civil engineer may not be from the same firm as the engineer for the unit of general local government.

All housing units must be sold to Low to Moderate Income (LMI) households. These are households that make at or below 80% of the area median income of the county in which the housing unit is built. Income verifications must be completed in accordance with 24 CFR 5.609 (Part 5 Annual Income). Income verifications are valid for 12 months from the date verification is completed.

During the affordability period, initial and subsequent owners of units constructed under this program will be required to provide **proof of primary occupancy** to IEDA upon request.

Second homes are not allowed. Second home is defined as a home that is not the primary residence of the owner, tenant, or any occupant at the time of the disaster or at the time of application for CDBG-DR assistance. This program will not fund second homes and all homes built must be the primary residence of an LMI household.

The **affordability period** will be 15 years for single-family housing units. Construction offset amounts per unit will be recorded as a forgivable mortgage on a monthly receding basis and subject to recapture from the homeowner if the housing unit is sold during the affordability period to a non-LMI household.

The **maximum sale price** of the housing units cannot exceed \$175,000 for initial occupancy. This figure affords the widest available opportunities for LMI households to purchase the housing units while, coupled with program construction offsets, still allow for the construction of high-quality housing exceeding the sale price in value. For instance, a developer could still retain a similar margin on a \$300,000 home if requesting the full \$125,000 in construction offsets available through this program.

Projects of 8 or more housing units are subject to **Davis Bacon** prevailing wage requirements. All infrastructure in support of housing is subject to Davis Bacon.

All construction projects receiving more than \$200,000 in HUD assistance (including CDBG-DR) are subject to **Section 3**.

All units shall be designed and constructed in accordance with all locally adopted and enforced **building codes** and standards. In the absence of locally adopted or enforced building codes and standards, the requirements of the current Iowa State Building Code shall apply.



All units are subject to the **Iowa Green Streets Criteria** requirements. All applicants will be required to participate in a project-specific design and, beginning with Round 2, historic preservation consultation with IEDA prior to submitting their application. This will ensure that the project is designed in compliance with Iowa Green Streets and are incorporating stormwater management and green building practices into designs as well as Section 106. All projects are subject to the Iowa Green Streets Criteria, which is the federally-required green building standard based off of the Enterprise Green Communities standard.

Green Streets also includes **universal design**, which ensures access to the units for persons with mobility, hearing, or vision impairments. In projects with 5 or more units, at least 7% of units must incorporate universal design. Any exceptions to universal design granted under this program will not reduce the total number of universally-design multifamily units below federal ADA requirements of 5% of the project being accessible for persons with mobility impairments and 2% of the project being accessible for persons with hearing or vision impairments.

Any **conversion project**, where new housing units will be created within an existing structure, must demonstrate that the space is not currently used for housing and has not been housing in the recent past. No housing rehabilitation will be considered eligible: only the conversion of space into new, additional housing units. Beginning with Round 2, all applicants for conversion projects must present plans with IEDA's Historic Preservation Specialist and receive preliminary approval for their plans in order to be considered for application. Divergence from preliminary approved plans will disqualify the application from consideration.

The **maximum number of units** awarded in a project cannot exceed 25 units.

The developer must **own the project site or be able to demonstrate site control** at the time of application.

Any actions to acquire property in anticipation of, or in receipt of, a federal CDBG-DR award may be subject to the **Uniform Relocation Act** and **Section 104(d)** of the Housing & Community Development Act.

All units must be constructed **outside of the mapped 100 and 500-year floodplains**. No exceptions will be granted to the 100-year floodplain restriction while exceptions to the 500-year floodplain restriction will require information from the applicant describing flood control structures planned or currently built and how the housing units will especially benefit LMI households in accessing areas not anticipated to be available to a wide range of LMI households.

All housing units must be **connected to utilities** at the time of completion, including to municipal water, sewer, and broadband. No applications proposing connections to wells or septic tanks will be accepted. All housing units must be connected to publicly owned streets.

Any **contingencies** proposed in the application budget may not exceed 16%. **Developer fees** proposed in the application budget may not exceed 10%.

Residential properties containing businesses may only be included in the program when it can be clearly shown that CDBG-DR funds will not benefit businesses on the property. Program files will document how the costs were allocated between the residential portion and the business portion of the building.



Prior to the Grantee's (IEDA) obligation of funds for construction, developers will demonstrate that the engineering co-design for a project is feasible, prior to the obligation of funds by IEDA for construction. IEDA will also require that the subrecipient demonstrate construction financing and submit supporting documentation for estimated project costs prior to Release of Funds.

IEDA will reimburse funds for **actual costs incurred** up to the CDBG-DR award amount. Claims for reimbursement will be submitted via IowaGrants. The subrecipient shall maintain a file of all claim supporting documents, invoices, payments, and approval.

Claims are due within every 6 months. CDBG-DR assistance may be drawn down amid construction with supporting documentation of costs incurred submitted with the claim on IowaGrants. The final drawdown for reimbursement will only be granted once the "Demographic Data Collection" information is completed in IowaGrants.

10% of awarded funds will be withheld as a retainage until 100% of all invoices with all costs claimed are submitted to IowaGrants, reviewed, and approved. The subrecipient, in coordination with the grant administrator, will reduce the IowaGrants requested amount by the retainage so that the claim is paid in full. Beginning with Round 2, the development fee will be marked on the program budget and counted as the retainage to be claimed at the end of the project.

Once closeout and compliance are complete, the subrecipient will claim the final 10% and IEDA will issue payment.

Federal regulations require FEMA National **Flood Insurance** for all federally-funded projects located within a Specific Flood Hazard Area-**100 year floodplain**. Insurance will be obtained before work begins and must be maintained at minimum throughout the remaining project and closeout.

Subrecipients shall follow the federal **procurement** requirements detailed in the Combined CDBG-DR Policies and Procedures Manual for CDBG-DR projects and in 2 CFR Part 200. Any procurement conducted by the subrecipient must comply with the procurement policy in the Combined CDBG-DR Policies and Procedures Manual.

For this program, **developers do not need to procure their contractors or subcontractors** in accordance with HUD policy "Guidance on the Procurement of Developers and Subrecipients – June 1, 2012".

https://files.hudexchange.info/resources/documents/NSPPolicyAlert_ProcurementDevelopersSubrecipients.pdf.

Any construction contracts procured through awarded projects must comply with the Bonding Requirements noted in the Procurement Policy in the Combined CDBG-DR Policies and Procedures Manual.

All projects **must be cost reasonable**. IEDA will determine project cost reasonableness through the competitive application comparison, review, and selection processes and may obtain third-party verification on a case-by-case basis. As such, application budgets must be thorough and accurate for evaluation.

The subrecipient will maintain safety procedures designated by federal and state law for construction of new buildings.

Timeliness



All projects will be tracked by the IEDA project manager in the annual risk assessment for their timeliness in completion. The budgetary discrepancy limits are as follows for a 2-year project:

Year	Projected Expenditure	Discrepancy
Year 1	50%	40%
Year 2	100%	10%

The budgetary discrepancy limits for a 3-year project are as follows:

Year	Projected Expenditure	Discrepancy
Year 1	33%	60%
Year 2	67%	40%
Year 3	100%	10%

If the spending differential is found to be greater than the limit shown, the project manager will determine the reason by reviewing current reporting narratives or metrics to determine if the spending is reasonable in regards to the status of tasks and deliverables. The project manager will also determine if the delays in spending or the completion of deliverables/tasks can potentially result in a negative impact to the project. If the discrepancy in spending or progress is deemed reasonable, the project manager will continue to monitor the expenditures.

If the project manager has concerns about the spending discrepancy or the status of project deliverables/tasks, or the recipient has reported a spending discrepancy for 2 consecutive years, the project manager will confer with the Disaster Recovery Team Lead for next steps. One of the following action items will be taken:

- Annual spending projections will be amended
- Project manager will continue to monitor the project status
- A meeting with partner management will be held. Partner will submit revised quarterly budget projection and/or a plan to overcome progress delay.
- Terminate the agreement.

Construction Offset Amounts

Housing Construction Offset Per Unit	Mitigation Construction Offset Per Unit	Infrastructure in Support of Housing Per Unit*	Down payment & Closing Cost Assistance Per Unit
\$100,000	\$25,000	\$70,000	\$35,000

Construction offset amounts are awarded as a non-receding forgivable loan and will be forgiven at the time of sale to an LMI qualified buyer, at which point the housing construction offset will be recorded as a receding forgivable mortgage for the housing unit's affordability period.

*-Infrastructure in support of housing will be awarded competitively and not available to every awarded unit.



Mitigation Construction Offset

Mitigation activities are those activities that increase resilience to disasters and reduce or eliminate the long-term risk of loss of life, injury, damage to, and loss of property, and suffering and hardship, by lessening the impact of future disasters.

This program is proposing an construction offset of up to \$25,000 per unit to increase the housing units' resilience to future natural disasters, lessen the impact of future natural disasters, and reduce LMI households' suffering and hardship after a natural disaster has destroyed or damaged their home. Funding will only be available to mitigate against disasters identified in the applicant county's Hazard Mitigation Plan.

IEDA will utilize the Iowa Green Streets Criteria and Fortified® Home, where these standards exceed the Iowa Green Streets, to manage the proper installation and completion of elements funded under this construction offset.

Eligible activities for the Mitigation Construction offset include but are not limited to:

Green Streets Criteria Number	Description	Disaster Mitigation	County Eligibility
1.8	Resilient Structures	Thunderstorm, lightning, & hail; tornado & windstorm	Linn, Marshall, Tama, Benton
3.4	Surface Water Management (1.25" rainfall)	Flood, Flash Flood, Drought	Linn, Marshall, Tama, Benton
3.5	Surface Water Management (2.5" rainfall)	Flood, Flash Flood, Drought	Linn, Marshall, Tama, Benton
5.2a, 5.2b, 5.3a, 5.3b	Moving to Zero Energy	Extreme heat, severe winter storm, thunderstorm, lightning & hail; tornado & windstorm	Linn, Marshall, Tama, Benton
5.4	Achieving Zero Energy	Extreme heat, severe winter storm, thunderstorm, lightning & hail; tornado & windstorm	Linn, Marshall, Tama, Benton
5.9	Resilient Energy Systems: Floodproofing	Flood	Linn, Marshall, Tama, Benton
5.10	Resilient Energy System: Critical Loads	Extreme heat, severe winter storm, thunderstorm, lightning & hail; tornado & windstorm	Linn, Marshall, Tama, Benton



5.13 Fortified® Roof	Fortified® Roof	Thunderstorm, lightning, & hail; tornado & windstorm	Linn, Marshall, Tama, Benton
5.13 Fortified® Silver	Fortified® Silver	Thunderstorm, lightning, & hail; tornado & windstorm	Linn, Marshall, Tama, Benton
5.13 Fortified® Gold	Fortified® Gold	Thunderstorm, lightning, & hail; tornado & windstorm	Linn, Marshall, Tama, Benton

If requesting an additional mitigation item not listed in the table above, reach out to Jared Morford (Jared.Morford@IowaEDA.com) at IEDA prior to submission. Email confirmation of the request's eligibility must be included in the application.

If mitigation reimbursable project costs are less than the requested funding amounts, IEDA will allow subrecipients to redirect those funds into other housing and infrastructure aspects of the awarded project.

Infrastructure in Support of Housing

Infrastructure in support of housing can only be claimed when used in support of public infrastructure. The public infrastructure must be owned and maintained by the city/county/tribe through either the transfer of ownership or another legal agreement.

Public infrastructure must be accessible to the general public and serve a delineated service area. No utilities on private property will be considered public infrastructure (e.g., service lines from the right-of-way into the housing unit). Examples of public infrastructure include but are not limited to:

- Streets
- Street curbs and gutters
- Street trees
- Access roads
- Bridges
- Sidewalks
- Multi-use paths/trails
- Water lines and supporting infrastructure (if owned and operated by a publicly owned utility).
- Sewer lines and supporting infrastructure (if owned and operated by a publicly owned utility).
- Stormwater lines and supporting infrastructure (if owned and operated by a publicly owned utility).



- Electric, gas, and broadband lines (if owned and operated by a publicly owned utility. Rural electric cooperatives are not considered publicly owned utilities). Assistance to private utilities may be provided according to private utility assistance policy in the Combined Policies and Procedures Guide as allowed by HUD Memo: Replacement of the Alternative Requirement on Privately-Owned Utilities at Section III.G.3 of the CDBG-DR Consolidated Notice (87 FR 6388) and (87 FR 31663) for Disasters Occurring in 2020 and 2021 dated December 12, 2022.

For all applications that require the construction of infrastructure in support of housing, the applicant will provide a line-item request for each infrastructure item based on anticipated costs of construction, provide support documentation for these costs, and demonstrate that funding is not available through other existing federal, state, or local programs (e.g. TIF, DOT, general fund, etc.). All infrastructure in support of housing is subject to federal labor standards and Davis Bacon prevailing wage compliance. Infrastructure contracts must be separate from housing contracts.

Infrastructure in support of housing is available to both the owner-occupied and rental new housing construction programs. Higher scoring applications in both programs will receive the first opportunity to access these funds based on a demonstration of need.

The applicant may request up to 35% of the housing construction cost or \$70,000 per unit, whichever is less, in infrastructure in support of housing funds. The following table demonstrates how much funding is available to the HUD and State MID areas.

Infrastructure in support of housing is available to both the owner-occupied and rental new housing construction programs. Higher scoring applications in both programs will receive the first opportunity to access these funds based on a demonstration of need.

All infrastructure in support of housing construction is subject to Davis Bacon if it exceeds \$2,000 in funds. Infrastructure in support of housing that is constructed by a developer is exempt from procurement in accordance with HUD policy "Guidance on the Procurement of Developers and Subrecipients – June 1, 2012".

https://files.hudexchange.info/resources/documents/NSPPolicyAlert_ProcurementDevelopersSubrecipients.pdf.

Infrastructure in support of housing that is constructed by the subrecipient is subject to procurement. Any construction contracts procured through awarded projects must comply with the Bonding Requirements noted in the Procurement Policy in the Combined CDBG-DR Policies and Procedures Manual.

Program	Budget	Linn County	Marshall, Tama, and Benton Counties
Infrastructure in Support of Housing	\$3,995,019	\$3,995,019	\$0

Downpayment and Closing Cost Assistance

Eligible LMI buyers approved for a mortgage will have access to downpayment assistance up to 100% of lender required downpayment and applicable closing costs. Households requiring co-signers from outside of the purchasing household are ineligible. This will be filed as a forgivable



mortgage on a monthly receding basis for 5 years and subject to recapture if the housing unit if the LMI buyer transfers, sells, vacates, or abandons the property during the 5-year period, unless such sale or transfer meets the requirements of these guidelines or IEDA provides approval in advance of the transfer.

Downpayment assistance may be used for up to 100% of the required downpayment, applicable closing costs, principle write-down, interest rate subsidization, and assist in paying private mortgage insurance. First year's insurance and taxes will not be eligible for assistance.

Downpayment assistance will only be provided for mortgages with a term of 33 years or less. No balloon payment loans are eligible. No private loans are eligible.

Homeowners that refinance their property within the 5-year period may only do so for the purpose of lowering their interest rate and not for the purpose of receiving funds by cashing out equity. Refinancing to lower the interest rate will require verification from the lender that no funds will be received and a subordination agreement between the homeowner and the subrecipient is required. If the homeowner receives funds from refinancing, they will be required to repay all CDBG-DR funding.

IEDA estimates that this assistance will not exceed \$35,000 per housing unit and \$35,000 per unit will be awarded unless the need is higher. Homebuyers should apply for State and local homebuying assistance programs (e.g., Iowa Finance Authority programs) before applying for CDBG-DR assistance to avoid a Duplication of Benefit.

IEDA encourages the use of USDA Section 502 Direct Loans, which tend to offer lower interest rates and no required down payment for LMI buyers. USDA loans are not available for homes located within Cedar Rapids, Hiawatha, Marion, Robins, and Marshalltown, along with some unincorporated areas surrounding these communities. See the following link to search for address eligibility: <https://eligibility.sc.egov.usda.gov/eligibility/welcomeAction.do>.

Promoting Equity in Recovery

This program is intended to help impacted residents, protected classes, vulnerable populations, and members of underserved communities. Subrecipients will be expected to reduce barriers to individuals impacted by disaster, protected classes, vulnerable populations, and members of underserved communities in accessing the housing market. These classes include:

Population	Type	Population	Type
Race	FHA, Iowa Civil Rights Act Protected Class	Disability	FHA, Iowa Civil Rights Act Protected Class
Color	FHA, Iowa Civil Rights Act Protected Class	Sexual Orientation	Iowa Civil Rights Act Protected Class
National Origin (including immigrants & refugees)	FHA, Iowa Civil Rights Act Protected Class	Gender Identity	Iowa Civil Rights Act Protected Class
Religion	FHA, Iowa Civil Rights Act Protected Class	Citizenship	Iowa Civil Rights Act Protected Class
Sex (including sexual orientation and gender identity)	FHA, Iowa Civil Rights Act Protected Class	Political Affiliation	Iowa Civil Rights Act Protected Class



Familial Status	FHA, Iowa Civil Rights Act Protected Class	Indigenous Populations	Vulnerable & Underserved Population
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Subrecipients will be expected to expedite the recovery of these populations and their participation in this program by conducting efforts including but not limited to:

- Performing outreach and engagement to understand the needs of impacted participants
- Creating a personalized recovery plan (during the application phase) that addresses the needs of the local community
- Coordinating with government agencies and developers
- Coordinating with local organizations to ensure that refugee and immigrant populations are aware of the assistance and can access it
- Coordinating with local nonprofit organizations that provide services to people experiencing homelessness, people with disabilities, and historically underserved populations to ensure the promotion of the program and help remove their barriers to access the assistance
- Completing a Language Access Plan and identifying language access needs for the community

In the Fair Housing and Outreach plan, applicants should also specify which mandatory and elective activities. Applicants must indicate how they will complete at least two of the mandatory activities, which are as follows:

Mandatory Activity	Description
1	Advertise, publicize, and pass an affirmative fair housing policy that will certify that the local government adheres to the requirements of the federal Fair Housing Act and the Iowa Civil Rights Act of 1965 (adoption and use of the Equal Housing Opportunity logo and the Equal Housing Opportunity statement)
2	Identify and publish the name and contact information of a Discrimination Complaint Officer within the agency or jurisdiction for any housing-related bias or discrimination complaint
3	Refer housing discrimination complaints and assist in filing complaints with the Iowa Civil Rights Commission, the U.S. Department of Housing and Urban Development, or a local civil rights commission

Applicants will also indicate which of the following elective activities that they will complete. The list of elective activities includes the following:

Elective Activity	Description
1	Advertise the availability of housing and related assistance to population groups that are the least likely to apply through various forms of media (i.e. radio stations, posters, flyers,



	newspapers, Facebook, city web page) in English and other languages spoken by eligible families within the project service area
2	Include a flyer about fair housing in a local utility or tax bill and send it to every household within the municipality
3	Have the Responsible Entity staff attend a fair housing training or conference
4	Organize a letter writing campaign to local legislators and/or local government staff about the need to fund and support fair housing programs
5	Sponsor trainings for realtors, bankers, landlords, homebuyers, tenants, public housing authority and other city/town employees to educate them on their fair housing rights and responsibilities. This activity MUST be done in collaboration with the Iowa Civil Rights Commission or a local civil rights commission
6	Provide training/educational programs about fair housing for financial, real estate, and property management professionals at local firms, including their obligations to comply with the federal Fair Housing Act and the Iowa Civil Rights Act of 1965 (this can be done by partnering with a bank, board of realtors association, or other local group and helping to sponsor a program taught by a qualified entity such as the Iowa Civil Rights Commission
7	Conduct meetings with advocacy groups for members of the protected classes on the availability of affordable and accessible housing and determine housing needs to plan future projects
8	Establish and/or fund fair housing organizations in areas where there are no such organizations
9	Conduct fair housing testing to ensure that local housing providers and/or lenders do not discriminate (fair housing testing must be conducted by a HUD-certified fair housing agency)
10	Assist Housing Choice Voucher program participants to help locate and secure housing outside of racially concentrated areas of poverty (RCAPs) or outside of areas nearby RCAPs
11	Conduct outreach to housing providers and housing developers to discuss affordable and accessible housing needs in RCAPs and near RCAPs
12	Evaluate the local zoning ordinance against fair housing benchmarks identified in this AI, using the Zoning Risk Assessment Tool. Evaluate the need for amendments to the zoning ordinance and make them.
13	Organize a tester recruitment event in collaboration with the Iowa Civil Rights Commission to help document instances of housing discrimination.

IEDA monitoring will include reviewing efforts indicated in the Fair Housing and Outreach Plans, along with the mandatory and elective activities to affirmatively further fair housing.

Disaster-Affected Households

The purpose of this program is to provide affordable new housing in the MID Area (Linn County) and State MID Area (Marshall, Tama, and Benton counties) Preferably, these housing units should be occupied by persons impacted by the 2020 Derecho disaster.

Considerable time passed between the August 2020 disaster, HUD's signing of the 2020 CDBG-DR grant agreement with the State of Iowa in September 2022, the launch of housing rounds in September 2022, and the completion of the first units in calendar year expected in 2024. However, it is important to maintain the tieback to the disaster event.



All housing units built must be marketed to persons impacted by the August 2020 Derecho for 4 months before being offered to an eligible member of the public. Impact includes but is not limited to: property damage, property loss, displacement, buyout, loss of business, loss of employment, economic loss, commute time to employment or childcare significantly increased due to disaster impact, physical or mental health issues related to the disaster, etc.

The State does not want completed housing units sitting empty for 4 months before being able to be sold to an income-eligible member of the public. For this reason, the State is proposing several steps to ensure that disaster-impacted residents have the first opportunity to buy the housing units:

Spec House Approach:

Step 1: Marketing

No more than 8 months out from the completion of housing units, the developer will reach out to the grant administrator to begin marketing the homes and establishing a pool of eligible tenants. All marketing materials must contain approximately the following language:

“Those who were impacted by the August 2020 Derecho will receive the first opportunity to purchase the units”.

The grant administrator will also receive a sample of marketing materials. Once the developer has notified the grant administrator of marketing efforts beginning, the 4-month period will commence.

The developer will also complete an Affirmative Fair Housing Marketing (AFHM) plan for Single Family Housing.

Step 2: Income Qualification

During the 4-month disaster impact marketing window, the grant administrator will receive applications from persons interested in renting the units. This application will include a self-certification for applicants to certify their disaster impact and provide an explanation of how they were impacted by the disaster.

Only applicants with a disaster impact will be income-qualified and receive approved applications during the 4-month window. Applicants will then proceed to sign a purchase agreement. Income qualifications are valid for 12 months and there should be an expected opportunity to purchase the units within 9 months of income qualification.

Step 3: Sale of Units

When housing units are completed or it is appropriate to sign a purchase agreement, developers will notify approved applicants on a first come, first serve basis. Provided that disaster impacted persons will be the first ones to be income qualified and put onto a list of eligible buyers as maintained by the developer and grant administrator, disaster impacted residents will have the first opportunity to purchase the units.

Disaster-impacted residents income qualified within the 4-month marketing window will have at least 30 days to sign a purchase agreement to hold their place in the queue. Once all disaster-



impacted approved applicants have been contacted to sign a purchase agreement, and at least 30 days have passed, approved LMI applicants of the general public will be contacted on a first come, first serve basis and have at least 30 days to sign a purchase agreement.

Buyer Pool Approach:

Step 1: Marketing

At a developer-chosen time after IEDA approval of the environmental review, the developer will reach out to the grant administrator to begin marketing the homes and establishing a pool of eligible buyers to sign purchase agreements for new construction. All marketing materials must contain approximately the following language:

“Those who were impacted by the August 2020 Derecho will receive the first opportunity to purchase the homes”.

The grant administrator will also receive a sample of marketing materials. Once the developer has notified the grant administrator of marketing efforts beginning, the 4-month period will commence.

Step 2: Income Qualification & Sale of Units

During the 4-month disaster impact marketing window, the grant administrator will receive applications from persons interested in purchasing the home. This application will include a self-certification for applicants to certify their disaster impact and provide an explanation of how they were impacted by the disaster.

Only applicants with a disaster impact will be income-qualified and receive approved applications during the 4-month window. Applicants will then proceed sign a purchase agreement for the construction of their new home with earnest money of no greater than \$500 required. Income qualifications are valid for 12 months and there should be an expected opportunity to purchase homes within 9 months of signing the purchase agreement for new construction.

Provided that disaster impacted persons will be the first ones to be income qualified and put onto a list of eligible buyers as maintained by the developer and grant administrator, disaster impacted residents will have the first opportunity to purchase the homes. Once all disaster-impacted approved applicants have been contacted to sign a purchase agreement and at least 30 days have passed, approved LMI applicants of the general public will be contacted on a first come, first serve basis and have at least 30 days to sign a purchase agreement.

Project Delivery

IEDA will only award applications with a project delivery entity indicated on the application. All non-entitlement subrecipients (cities/counties/tribes) apart from the City of Marshalltown will be required to contract with a council of government (Region 6 for Marshall and Tama counties, ECICOG for Benton and Linn counties) or procure an IEDA-approved consultant for project delivery services. Entitlement communities (City of Cedar Rapids) and the City of Marshalltown



may conduct project delivery in-house or choose to use ECICOG, Region 6, or procure an IEDA-approved consultant. Under Iowa law, procurement is not required for grant administration if a local government chooses to use their council of government (COG). COG or consultant staff working with the project will be required to maintain an active IEDA Certified Grant Administrator certification.

IEDA will award up to \$5,000 per unit in project delivery. The entitlement community, COG, or consultant will provide a lump sum estimate for project delivery in the application for CDBG-DR funding. Project delivery must be substantiated by documentation of costs incurred and cannot be duplicated by another federal funding source. Project delivery includes but is not limited to:

- Environmental Review Record documentation, including required publication costs
- Lien development and filing
- Mortgage recording
- Income verification
- Federal Labor Standards Compliance
- Section 3 Compliance
- Davis Bacon (if applicable)
- Financing/interest incurred for project implementation

Exception Policy

IEDA will consider exceptions to the program guidelines on a case-by-case basis. All exceptions must be submitted in writing with the application and include a justification. Exceptions should enhance the benefit to LMI households or areas.

Exceptions cannot violate federal, state, or local laws or regulations. Exceptions must still meet HUD's requirements for necessary and reasonable, comply with federal accessibility standards, and accommodate a person with disabilities if applicable.

A written response will be authorized in writing to the applicant upon approval or denial of the application requesting an exception.

IEDA will consider an exception to the 500-year floodplain development prohibition if the applicant has constructed flood control structures that will reduce the risk of flooding and/or are anticipated to move the structure outside of the FEMA-mapped 500-year floodplain. The project should also enhance the benefits to LMI households by being proximate to parks, walking trails, open space, or other desirable areas. If flood control structures will not be completed by 2024 for Round 1 projects, the units should be elevated (or floodproofed in accordance with FEMA floodproofing standards at 44 CFR 60.3(c)(2)-(3) or successor standard) to the base 500-year floodplain or 3 feet above the 100-year floodplain, whichever is higher.

Application Scoring Criteria

IEDA will use the following criteria to rank applications:

1. Rank the level of development of plans, renderings, and specifications provided



2. Rank the wind resiliency features
3. Rank the Green Score: the degree to which the proposed project is consistent with sustainability and smart growth principles and the degree to which the project exceeds the Iowa Green Communities Criteria (higher points for requesting and integrating additional green and resiliency construction offsets)
4. Rank how the project included the recommendations provided in the IEDA design consultation
5. Rank whether the project intends to comply with the U.S. Department of Energy Zero Energy Ready Homes program requirements and obtain certification
6. Rank the project's alignment with the applicant's Community Development and Housing Needs Assessment
7. Rank the community's proposed steps to Affirmatively Further Fair Housing
8. Rank how well the project furthers infill and/or orderly development
9. Rank the project's shovel readiness
10. Rank how well documented the other funding sources are
11. Rank the level of optional local match
12. Rank how detailed the development team is. Does it include email and phone number contact information for all development team members?
13. Rank how experienced the development team is with green and resilient building standards and/or the Iowa Green Streets criteria.
14. Rank how experienced the development team is with HUD or federally funded projects.

Required Application Documentation

Only complete, timely-received applications will be reviewed, scored, and ranked. Complete applications will complete all required fields in IowaGrants and provide at least the following required documentation unless granted an exception in writing by IEDA:

- **Site Plan** (which clearly shows the project location/s)
- **Project design documents**
- **Documentation of site control** (either Assessor's page showing ownership or executed purchase option with deadline at least 3 months post the closure of the IEDA application submission deadline)
- **Current site/s zoning** and an outline of any needed rezonings with a timeline for completion



- **Resolution of support** from the city/county/tribe
- **Developer Assurances** signed by the developer and city/county/tribe
- **DOB Application Certification** signed by the Developer
- **Support documentation** for project budget (awards will not be issued without this)
- **Support documentation** for Sources and Uses of funds equal to the project budget
- **Completed Green Streets Checklist** for baseline standards of compliance
- **Documentation of request** for Infrastructure in Support of Housing (if applicable)
- **Documentation of request** for Mitigation Construction offset (if applicable)
- **Outreach plan** to LMI, underserved, and vulnerable populations eligible to purchase a home through this program, including any steps to help prepare them for homeownership
- **Staffing Plan** identifying and providing communication information for local and COG/consultant staff anticipated to be working on the project if awarded
- **Signed Affirmation of Receipt** of Iowa Attorney General contractor fraud checklist

Post Award Steps to Release of Funds

All funded projects will be required to comply with all federal and state requirements including receiving an environmental clearance before any choice limiting actions. By signing the Developer Assurances, the developer acknowledges and accepts these requirements. By passing a resolution of support and executing a contract with IEDA, the subrecipient (city, county, or tribe) assumes the responsibility of enforcing these requirements as the HUD-designated Responsible Entity (RE) in accordance with 24 CFR Part 58. The following steps will be required post award:

1. IEDA will enter into contract with the city/county/tribe for the award amount
2. The subrecipient will enter into a contract for project delivery if applicable
3. Release of Funds will be issued by IEDA

Release of Funds

Before Release of Funds can be issued by IEDA, an environmental review process in accordance with the National Environmental Policy Act (NEPA) must take place to ensure compliance with all federal and state laws and regulations. An environmental review is an analysis of the impacts of a project on the surrounding environment and the environment's impact on the project itself. An environmental review:

- Ensures HUD-funded projects provide decent, safe, and sanitary housing
- Demonstrates compliance with the 17 federal laws and authorities governing NEPA
- Is a public document that encourages public participation in its development
- Is coordinated by the subrecipient and grant administrator



The timeline for an environmental review generally takes between 4-6 months, but the specific timeline will be dependent on site conditions. The review must be published in the local newspaper of record and will include a 30-day comment period. Once the environmental review checklist is complete, it will be submitted to IowaGrants.

Throughout the environmental review, **no choice-limiting** actions can be committed by the subrecipient or its partners. These include actions to commit or spend CDBG-DR or non-HUD funds for activities including but not limited to:

- Purchase of property or structures (including executing an option agreement)
- Bidding (or advertisement of bids)
- Signing construction contracts or any kind
- Construction, demolition, rehabilitation, repair, conversion, site improvements, and any phase of construction activities
- Platting and rezoning land (can work on preliminary plats and rezoning needs)
- Apply for building permits

If you have any questions regarding choice-limiting actions, please contact IEDA immediately.

Document Retention

The subrecipient must retain **all documentation** of this project for three years after the entire 2020 CDBG-DR grant between IEDA and HUD is closed. IEDA grant closeout with HUD is anticipated in 2029. Subrecipients should expect to retain all documentation **through at least 2032**. IEDA will notify all subrecipients when documentation retention is no longer required. Subrecipients may also contact IEDA's Community Development and/or Disaster Recovery divisions to inquire about document retention times for 2020 CDBG-DR.



Sample Publication Notice for Grant Administration

The **City/ County of** is requesting proposals for grant administration services to assist with a project funded with **Community Development Block Grant (CDBG)** funds through the Iowa Economic Development Authority (IEDA).

Commented [RW1]: OR add 'Disaster Recovery' as required

The City/County has received funds to complete **(insert short project description- i.e. owner-occupied housing rehabilitation, improvements to downtown building facades, etc.)**

The selected contractor will work with the **city /county** to ensure compliance with CDBG Program requirements. Activities will include, but are not limited to, project reporting, preparation of disbursement requests, and other activities required under the State of Iowa's CDBG Program. A full description of the work specifications is available at City Hall at **insert full address.**

Proposals to the **city/county** should include the minimum information:

- Experience with IEDA's CDBG program
- Description of past grant administrative services provided
- Description of organizational capacity to complete all necessary grant administration activities
- References from previous clients of related work within the past five years
- Cost of services

Proposals must be submitted no later than **date/time.** Proposals should be submitted to **name/address.**

Questions regarding this request for proposals should be directed to **name/contact number/contact email.**

Section 3 Clause

This clause to be included in all RFPs/ RFQs & publications

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

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

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

positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

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

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

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

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

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

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

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

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

Sample RFP for CDBG Administration

The **City/ County of** is requesting proposals for grant administration services to assist with a project funded with **Community Development Block Grant (CDBG)** funds through the Iowa Economic Development Authority (IEDA).

Commented [RW2]: Add 'Disaster Recovery' as required'

The City/County has received funds to complete **(insert short project description- i.e. owner-occupied housing rehabilitation, improvements to downtown building facades, etc.)**

The selected contractor will work with the **city /county** to ensure compliance with CDBG Program requirements.

The following outlines work specifications and the request for proposals:

I. Scope of Work: The scopes of services that the consultant must be prepared and qualified to provide are as follows: **(City/county should edit activities below as necessary)**

- a. Prepare Environmental Review Record and submit all other items required to clear the Contract Conditions outlined in the **city/county's** CDBG contract, within the timeframe specified by IEDA.
- b. Prepare draw/disbursement requests to ensure consistency with the procedures established for the CDBG Program.
- c. Ensure that the **city /county** has an acceptable financial management system as it pertains to finances of the CDBG Program. An acceptable system includes, but is not limited to, cash receipts and disbursements journal and accompanying ledgers, and should conform to generally accepted principles of municipal accounting.
- d. Establish project files in the local government's office. These files must demonstrate compliance with all applicable state, local, and federal regulations. The project files must be monitored throughout the program to ensure that they are complete and that all necessary documentation is being retained in the community's files.
- e. With the assistance of the **city /county**, help conduct public hearings. This includes, but is not limited to, such things as assisting with public notices, conducting hearings, etc.
- f. Assist **city /county** in complying with regulations governing land acquisition (real property, easements, rights of ways, donation of property, etc.) as necessary.
- g. Assist the project engineer in the preparation of bid documents and supervise the bidding process consistent with state and federal regulations.
- h. Secure the Department of Labor's federal wage decisions and include those in the bid documents.
- i. Prepare construction contracts that comply with state and federal regulations and include necessary language. Examples are Conflict of Interest, Access to Records, Copeland Anti-Kickback Act, Safety Standards, Architectural Barriers, Flood Insurance, Clean Air and Water Act (for contracts over \$100,000),

HUD Handbook (6500.3), 2 CFR 200, EO 11246 (for contracts over \$10,000) and Build America, Buy America Act (BABA).

j. Obtain contractor clearance(s) from IEDA.

k. Check weekly payrolls to ensure compliance with federal wage decision(s). Conduct on-site interviews and compare the results with the appropriate payrolls.

l. Monitor construction to ensure compliance with equal opportunity and labor standards provisions.

m. Attend and assist the **city /county** during the IEDA's project monitoring visit(s). Prepare **city /county** response to all monitoring findings and coordinate efforts to provide additional information as needed to IEDA.

n. Assist **city /county** with meeting state/federal affirmatively furthering fair housing requirements.

o. Assist in a final inspection of the project and in the issuance of a final acceptance of work.

p. Assist **city /county** in meeting the state's financial reporting requirements.

q. Assist the **city /county** and developers/contractors in achieving initial income verifications for sale/lease to LMI individuals/households to meet National Objectives. (as required)

r. Prepare close-out documents as needed by IEDA.

II. Statement of Qualifications. Proposals to the **city /county** should include the minimum information:

- Description of experience with IEDA's CDBG program
- Description of past grant administrative services provided
- Description of organizational capacity to complete all necessary grant administration activities, including resumes of all employees who will be or may be assigned to this project
- References from previous clients of related work within the past five years

III. Proposed cost of services. Proposals to the **city /county** should include the proposed cost to accomplish all scope of work for activities outlined above.

IV. Evaluation criteria. The **city /county** will evaluate and rank proposals received according to the following criteria:

	<u>Maximum</u>
Experience with the state's CDBG program:	30 points
Previous work performance:	30 points
Capacity to complete scope of work:	20 points
Proposed cost:	<u>20 points</u>
Total:	100 points

V. Deadline for submission. Proposals must be submitted no later than **date/time**. Proposals should be submitted to **name/address**.

Questions regarding this request for proposals should be directed to **name/contact number/contact email**.

Section 3 Clause

This clause to be included in all RFPs/ RFQs & publications

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

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

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

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

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

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

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

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

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

MEMORANDUM OF COMMITMENT

CDBG-DR LMI Housing Project – City of Marshalltown

Date: July 7, 2025

I, **Todd Richardson**, on behalf of **Todd Richardson Construction & Ralston Eco Homes**, hereby express our commitment to apply for the City of Marshalltown's upcoming Request for Proposals (RFP) related to the Community Development Block Grant – Disaster Recovery (CDBG-DR) Affordable Housing Project, should the opportunity be made available. Ralston Eco Homes understands that this project is intended to support the construction of affordable housing units to be sold to Low-to-Moderate Income (LMI) homebuyers in compliance with federal CDBG-DR requirements. We acknowledge that this includes adherence to:

- The Iowa Green Streets Criteria
- Section 3 and/or Davis-Bacon wage compliance
- HUD income qualification requirements
- The maximum home sale price of \$175,000
- Project deadlines (construction start by September 2026 and completion by June 2027)

We also understand that this memo of commitment is not a binding contract but will be used by the City of Marshalltown to demonstrate developer interest and capacity to the Iowa Economic Development Authority (IEDA) as part of their consideration to reopen the funding opportunity. Ralston Homes is prepared to partner with the City of Marshalltown and contribute to the successful execution of this affordable housing initiative.

Signature: Todd Richardson

Todd Richardson

Todd Richardson Construction/ Ralston Eco Homes

319-533-0538

toddrichardsonconstruction@gmail.com

Date: 7/15/25

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: September 22, 2025
Re: Resolution Adopting the City of Marshalltown Technology Master Plan

Strategic Plan Objective:

Adopt a Technology Master Plan

Recommended:

Staff recommends that the City Council adopt the Technology Master Plan

Budget Impact:

Adoption of the Plan itself does not authorize funding. Cost estimates for major initiatives range from \$25,000–\$120,000 depending on scope, software, and subscription models. Projects will be brought forward for Council consideration as part of the annual budget process or through separate Council actions as necessary.

Description/Background:

The City of Marshalltown has developed a Technology Master Plan to evaluate, improve, and expand the City's use of information technology. The Plan was informed by departmental surveys, staff input, and Council priorities, and is intended to align technology investments with service delivery, operational efficiency, compliance, and public transparency.

The Plan identifies significant challenges, including:

- Fragmented IT systems with limited integration,
- Outdated and unsupported legacy systems,
- Inconsistent or insufficient training on enterprise tools,
- Difficulties in managing technology assets and records, and
- Infrastructure weaknesses such as unstable VPN connections and limited email functionality.

The Technology Master Plan outlines a roadmap with short-term (1–2 years), mid-term (2–4 years), and long-term (3–5 years) initiatives, including:

- **Short-Term Priorities:**

- Implementation of Laserfiche for document management,
- Enhanced foundational training for Tyler, Plan-It, CivicPlus, and social media platforms,
- Replacement of Energov permitting software (transition to SmartGov already underway),
- Upgrade of Council Chamber audiovisual systems, and
- Expansion of GIS licensing and access.

- **Mid-Term Priorities:**

- Replacement or integration of Plan-It with Tyler-compatible CIP software,
- Implementation of a citywide HRIS system,
- Adoption of procurement software,
- Migration of key systems to the cloud, and
- Deployment of police technology upgrades, including data analytics, drones, and VR training.

- **Long-Term Priorities:**

- Consolidation of asset management systems,
- Expanded GIS integration across all departments, and
- Evaluation of AI-driven reporting and advanced digital tools.

Attachments:

1. Resolution adopting technology master plan
2. Technology Master Plan final 08.18.25

**RESOLUTION ADOPTING THE CITY OF MARSHALLTOWN
TECHNOLOGY MASTER PLAN**

WHEREAS, the City of Marshalltown recognizes the critical role that technology plays in the effective delivery of municipal services, operational efficiency, and transparent government; and

WHEREAS, the City has completed a Technology Master Plan (the “Plan”), developed through input from all City departments, identifying current technology assets, challenges, and opportunities for improvement; and

WHEREAS, the Plan establishes a strategic roadmap for modernizing the City’s information technology infrastructure, addressing department-specific needs, and improving digital service delivery for residents; and

WHEREAS, the Plan outlines short-term, mid-term, and long-term priorities, and

WHEREAS, adoption of the Plan will guide technology investments, budget prioritization, and departmental coordination to ensure that resources are aligned with the City’s strategic goals and community needs; and

WHEREAS, the City Council desires to formally adopt the Technology Master Plan as a framework for advancing Marshalltown’s digital capacity and preparing for future technological growth.

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

1. The City of Marshalltown Technology Master Plan, dated September 2025, is hereby adopted as the official strategic plan for information technology and digital services.
2. City staff are directed to implement the goals, objectives, and strategies outlined in the Plan as resources allow, and to incorporate technology priorities into the City’s annual budget and capital improvement planning process.
3. The Plan shall be reviewed and updated annually to reflect technology trends, staff feedback, and budget capacity, ensuring that the Plan remains a living and adaptive document.

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

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



**MARSHALLTOWN
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City of Marshalltown

TECHNOLOGY PLAN

SEPTEMBER 2025

Introduction

The City of Marshalltown's Technology Plan is a strategic framework for evaluating, improving, and expanding the City's use of information technology (IT). Drawing from surveys submitted by each department, this plan identifies current assets, challenges, and future needs, aiming to align technology investments with service delivery, staff efficiency, compliance, and public transparency. This plan includes the City Administrator's priorities for each department based off information submitted by department heads; departments may have other needs not addressed in this document.

Executive Summary

The Technology Plan serves as the City of Marshalltown's strategic roadmap for modernizing its IT infrastructure, addressing department-specific technology needs, and improving digital service delivery to residents. The plan reflects input from detailed departmental surveys and identifies key challenges including lack of integration between systems, inconsistent training, legacy technologies, and fragmented asset tracking.

The plan outlines initiatives in three timeframes—short-term, mid-term, and long-term—and provides cost estimates and implementation strategies. Key priorities include replacing legacy software, implementing centralized records and asset management systems, enhancing GIS integration, upgrading email and communications platforms, and establishing comprehensive training programs.

An IT Governance framework and performance metrics are introduced to monitor implementation and ensure accountability. This plan positions the City for scalable growth and improved efficiency across all departments.

Key Challenges Summary

- Fragmented IT systems with limited integration between Tyler, GIS, permitting, and asset management platforms.
- Inconsistent or insufficient training on enterprise systems, resulting in underuse and inefficiencies.
- Legacy systems (e.g., Plan-It, ALLMAX, Watchguard) that are outdated, unsupported, or overly complex.
- Difficulty managing and tracking hardware assets across departments.
- Lack of standardized onboarding or training documentation for new hires.
- Inadequate VPN stability for critical mobile operations in public safety departments.
- Challenges with transitioning user credentials and Apple IDs during staff turnover.

Project Objectives

The City of Marshalltown offers a wide range of municipal services, including public safety, public works, parks and recreation, community development, and general government functions. As technology continues to evolve, the City recognizes the need to enhance our IT infrastructure and software to meet the growing expectations of our residents and to improve operational efficiencies.



The primary objectives of the Technology Plan are to:

- Align IT Initiatives with the City's strategic goals and community needs.
- Improve service delivery through effective use of technology.
- Enhance operational efficiency by streamlining processes and leveraging automation.
- Protect sensitive data and critical infrastructure.
- Plan for future growth by adopting scalable and sustainable technology solutions.

IT Infrastructure Overview

The City currently contracts with an outside firm, BDH Technologies, to provide IT services. Basic services provided include:

- General network maintenance and troubleshooting for the internet, local area network, wide area network, VPN connection, including modems, routers, switches, etc.
- Server diagnostics and remote monitoring including check of server logs for errors and remote monitoring of all critical systems.
- Performance of hardware and software upgrades as needed.
- General troubleshooting for all computer systems including operating system and application installation and assistance.
- Other additional services as negotiated.

The contract with BDH has been generally effective as the staff are knowledgeable and professional and can provide a broad array of services at a cost lower than hiring in house staff with the same skillset. Some challenges with the contract model include:

- Middleman Issue: Staff often act as intermediaries between the third-party IT provider and software vendors without having the technical expertise to do so effectively. Or vice-versa, BDH is the intermediary.
- Limited Knowledge: BDH, not being end users, cannot always provide the necessary information to vendors, leading to delays and inefficiencies.
- Some software requires admin rights or direct access to BDH-managed servers, complicating updates and troubleshooting.
- Staff have difficulty obtaining necessary permissions or files in a timely manner.

- Lack of Clarity in Device Inventory: Some departments find it challenging to understand BDH's equipment reports and manage devices across multiple locations.

Other hardware challenges noted by departments include:

- Legacy systems (e.g., radio repeaters) are no longer supported, but replacement costs are high and technical needs unclear.
- Device Tracking: Difficulty identifying and managing city-owned technology assets.
- Apple IDs & Authentication: Staff turnover disrupts access to Apple devices due to unresolved login credential transitions.
- Microsoft Office Maintenance: Confusion over update cycles and troubleshooting responsibilities for standard tools.

IT infrastructure needs are documented in the City's 5-year capital improvement plan (CIP). The City budgets annually for replacement of staff computers and servers on an as needed basis. Software updates for the City's Enterprise System, Tyler Technologies, are also included in the City's CIP. All City computers will be upgraded to Windows 11 in 2025. Support for Windows 10 ends in October.

In years past BDH has conducted technology review meetings with various departments. BDH recommends re-initiating this effort to ensure ongoing support and assistance from the BDH team.

Audiovisual Technology

The City's audiovisual technology is essential in supporting a transparent government, enhancing collaboration, and ensuring effective communication between in-person and remote participants in meetings and events. Because the City streams its Council meetings to the public, it is critical that the A/V systems are operational and of high quality. The current systems are generally dated and should be updated.

Software and Systems Inventory

Enterprise Resource Planning (ERP) Systems

An ERP (Enterprise Resource Planning) system is a comprehensive software platform that helps cities manage and integrate their core business processes in one centralized system. ERP systems typically support functions across finance, human resources, payroll, procurement, and budgeting and can often integrate with other types of software. The City relies on ERP Systems to conduct operations effectively and are core to managing city operations.

Finance & Accounting

The City utilizes Tyler Technologies for its accounting software. The software supports Finance, budgeting, HR, payroll, cashiering, accounts payable, accounts receivable, general ledger, reporting, project accounting, fixed asset information, a module for the preparation of our Annual Comprehensive Financial Report, and parking ticket management. The software also allows online payments for AR and parking invoices. The software also has a content management feature to upload documents. Tyler AR and Cashiering are not as robust as staff would like as it is difficult to look up transactions when needed. Tyler Courts worked with prior city staff on an automated parking registration hold upgrade however current staff have not been able to make it function properly and are manually processing parking registration holds. The budgeting module does not interface with project accounting. Excel is still used to develop the annual payroll budgets and then information is imported into the budget. Servers are used to store data as it costs more to store data in the cloud.

Human Resources

The City currently utilizes Tyler ESS (Employee Self Service) for personnel information management, payroll timesheet entries and approvals, benefits enrollment and tracking, and leave requests. The City does not have a Human Resources Information system (HRIS) that helps automate core HR functions. HRIS systems serve as a centralized hub to manage employee records, payroll and compensation, benefits administration, time and attendance, recruitment and onboarding, performance, and training. All of the core HR functions are currently conducted manually.

Capital Improvement Planning (CIP)

The City utilizes Plan-It as its capital improvement planning software. Plan-It is a digital tool designed to help manage the City's long-term CIP. Plan-It allows organization of current and proposed projects with cost estimates, funding sources, and timelines. The software supports multi-year planning and allows multiple departments or users to input and review capital project requests in a standardized format. While Plan-It can integrate with finance systems, it does not integrate with Tyler Incode.

Planning & Community Development

The City currently uses Tyler EP&L (formerly Energov) as its software for tracking community development, permitting, & code enforcement activities. Business licensing functions are currently conducted manually. Staff indicated that Energov software is antiquated, is not browser-based, does not integrate with other software, and staff have limited knowledge about how to troubleshoot any issues. An RFP was issued in March 2025 to acquire a new software system for community development and business licensing purposes. City Council approved a contract with the new system, Granicus (SmartGov) in May 2025. Implementation is in progress.

Geographic Information Systems (GIS) and Asset Management



The City of Marshalltown's Public Works Department currently utilizes ArcGIS Pro and ArcGIS Online for its GIS and utility mapping needs. This has been a significant improvement over the previously used MicroStation system, which did not meet the City's needs. While GIS efforts have expanded with the recent hiring of a GIS and Asset Records Coordinator in August 2024, progress is constrained by limited time and resources. The department sees tremendous potential in further developing GIS capabilities to support infrastructure planning, levee maintenance, street signage, and broader spatial analysis. However, integration between GIS and other operational systems—such as permitting and asset management—remains limited, which affects the City's ability to fully leverage geographic data for operational efficiency and decision-making.

In terms of asset and work order management, Public Works primarily uses Central Square (formerly Lucity/GBA) and ALLMAX Antero. While Central Square is being expanded to other divisions beyond sanitary and stormwater, its user interface is seen as complex and training-intensive. ALLMAX software, particularly Antero and Operator10, has long been used but is criticized for being outdated, difficult to modify, and costly to maintain. Divisions like Water Pollution Control (WPC) are actively exploring alternatives.

Beacon is currently used by the City of Marshalltown's Public Works Department to access Marshall County's online property records, including ownership information, parcel data, and legal descriptions. It serves as a critical reference tool when planning infrastructure projects, researching easements, or verifying site-specific information.

While Beacon provides valuable static property data, it has notable limitations when it comes to real-time integration with other city systems. For example, stormwater and sanitary utility billing is currently outsourced to Marshalltown Water Works and is reportedly disconnected from accurate parcel data, contributing to billing errors. Additionally, Marshall County does not map easements, which creates a gap in spatial property records that impacts departments responding to development or utility access questions.

Email Platforms

The City primarily uses Zimbra for its email system. Zimbra is an open-source email and collaboration platform used by governments, businesses, and educational institutions as an alternative to systems like Microsoft Exchange or Google Workspace. Zimbra is significantly cheaper than other enterprise email solutions. Zimbra also enables users to integrate Zimbra functionalities with Outlook. Some users within the City take advantage of this integration and use Outlook as their primary email system. Some issues with Zimbra include:



- Spam filtering is ineffective: Multiple users noted that Zimbra's spam filter is inadequate, leading to unwanted emails and requiring additional workarounds.
- Search functionality issues: The email search within Zimbra is not user-friendly, making it difficult for staff to locate past communications efficiently.
- Connector and integration problems: The Zimbra/Outlook connector is unreliable, particularly on Microsoft Surface devices. This complicates email access and degrades user experience.
- Limited support and training: Like other systems, Zimbra lacks structured onboarding and training, which makes troubleshooting and advanced use more difficult for less tech-savvy employees.
- Employee frustration: Departments highlighted user confusion and dissatisfaction with multiple email tools and protocols, suggesting Zimbra contributes to broader communication inefficiencies.
- Backend administrative search functions are limited for public records requests.
- Email formatting has lots of bugs and lacks functionality.

Video Conferencing and Online Meetings

- The City uses GoTo Meeting as its web-based video conferencing and online meeting platform. Go-To meeting is used on a day-to-day basis to host various online meetings. It is also used as the online meeting platform for City Council meetings. GoTo meeting is dated compared to other online meeting platforms and has fewer built-in collaboration features. Other platforms, such as Zoom, have functions such as breakout rooms, whiteboarding, webinar support, and better integrations with Microsoft and Google tools.

Citizen Engagement Platforms

Website Development and Management

CivicPlus Municipal Websites Central is the City's website content management solution. It's part of a suite of digital tools used to communicate with residents and manage our online presence. City departments can manage their website content through this system. The solution also allows the city to issue news alerts, publish calendars, and send email/text notification to keep residents informed. Staff are generally happy with this tool and feel it meets our needs.

Service Request/Reporting Portals

Request Tracker is a module within the CivicPlus Municipal Websites that allows the City to manage, track, and respond to service requests from residents. While functional, the tool has limited reporting and data analytics capabilities. Other solutions on the market, such as SeeClickFix, allow geolocation, two-way communication with citizens, automated workflow routing, and data reporting tools.

Public Meeting Software and Agenda Management

City Council recently approved the purchase of CivicClerk and Live Meeting Manager for public meeting and agenda management. CivicClerk is a tool to create, edit, and publish agendas, easily reorder agenda items, manage automated workflows, and capture roll call, motions, and votes during meetings. Live Meeting Manager is an add-on feature that displays voting results in real-time, organizes and manages speaker information, and includes integrated timers.

The City broadcasts its meetings via YouTube. CivicPlus offers CivicMedia, which integrates live broadcasting directly into CivicClerk, however due to the cost the City Council decided not to pursue this option. CivicClerk does accommodate embedding a link to the YouTube video directly in the agenda portal.

Online Codification

The City currently uses American Legal Publishing but will switch to Municode when an ADA compliant self-publishing software is available. Self-publishing capabilities allow us to amend changes in code more quickly as compared to sending our updates to the publisher a few times a year. We've had significant issues with accurate updates being integrated with American Legal Publishing that has caused delay and inaccurate ordinance amendments, especially as it relates to Public Works schedules.

Document Management & Records Retention

CivicPlus contains a built-in feature, Document Center, that allows departments to upload, categorize, and share public documents. CivicClerk stores City Council meeting related documents like agenda, packets, minutes, resolutions, and attachments. Residents can browse and search meeting records by date and topic.

The City does not have an enterprise content management system to manage all city documents, digitize records, and automate records management workflows. The City Clerk currently utilizes a system of Windows folders to manage records. Each department, and sometimes each staff member, has their own system that may not be similar to others. This causes issues in cross training and handling employee turnover.

Social Media

The City of Marshalltown leverages social media as a key tool for community outreach and engagement. Many city departments actively use Facebook to share important updates, promote events, and provide timely information to residents. In addition to Facebook, the City has expanded its presence to Instagram and TikTok, reaching a broader and more diverse audience through visual and creative content. This multi-platform approach helps ensure that residents stay informed, connected, and engaged with their local government.

Civic Rec

Civic Rec is used for activity registration, building rentals, concessions and admissions point-of-sale, fitness membership tracking and youth and adult league scheduling. The customer-facing website allows residents to view transaction history, register online, reserve rental buildings and view a calendar of events. Processing credit card transactions through Civic Rec has increased sales and allowed the Department to offer the convenience at multiple facilities.

Staff has not used the online campground reservation feature through Civic Rec to date, but would like to organize, plan and implement the use of this tool. While Civic Rec generally meets the Department's needs, some features are not possible or are costly. New hire training with Civic Rec representatives is not possible without paying a fee, and customer support is not always timely.

City Clerk

The City Clerk's Office manages Boards and Commissions using a Microsoft Access database, which tracks appointments, terms, and vacancies. Public records requests, including those under the Freedom of Information Act (FOIA), are currently handled through manual processes, requiring coordination across departments to ensure timely and accurate responses. The City continues to evaluate opportunities to improve efficiency and transparency in both areas.

Library

The Library uses library specific software to manage operations and deliver services to the community. SirsiDynix is the main library system that provides circulation and public catalog services. The Library has used SirsiDynix since 1996. Annual maintenance was \$23,759 last year. We are beginning to explore options to migrate to a new system.

Envisionware products are used to provide public access computers controls, printing and self-check units. The Library uses RFID (Radio Frequency Identification) tags and equipment to deliver customer service. Last year's annual maintenance was \$7300. BT Cat is the Library's cataloging software. OCLC was used prior to BT Cat. OCLC was costing \$12,000 a year for this service. When we migrated to BT Cat, we got the first 3 years for \$10,000. A saving of \$26,000 over OCLC. This contract will be up for renewal 6/26.

The Library uses When to Work scheduling software, Deep Freeze (public computer protection), software to lock down the public catalog computers, calendar and room booking software. Iowa Hometown Security is used for door access security and security cameras. The Library has specialized computers and devises for microfilm, youth computers, tablets and circulates hot spots to the community. The Library works closely with BDH and are very happy with the service they provide.

Public Safety

The public safety departments—Police and Fire—utilize a diverse suite of technologies to support daily operations, emergency response, and data management. The Police Department relies heavily on Central Square for records management, CAD, NCIC access, and evidence tracking. Body and vehicle cameras are managed through Axon, which also integrates with Tasers and includes license plate reading technology. Legacy systems like Watchguard are being phased out. Other systems such as TraCS and MACH handle citations, reporting, and interagency communication, while Avigilon provides security and interview room surveillance. VPN access through FortiClient supports mobile and remote operations. The department also uses Flock for fixed license plate reading, MILO for virtual training, and various access and intelligence tools like LeadsOnline. Zimbra is used for email and calendar functions.

The Fire Department also employs Central Square for dispatch and uses First Due for RMS, training, equipment tracking, and mapping. Connectivity is maintained via GETAC tablets, Cradlepoint routers, and cellular-enabled iPads in all apparatus, with Phoenix G2 handling station alerting. Training and compliance are supported by Target Solutions, and Zimbra is used for email and calendar functions.

Both departments report generally satisfactory performance from their systems, though the Fire Department highlighted recurring VPN connection issues that disrupt real-time data access during emergency response. Looking ahead, the Police Department is exploring advanced tools such as an AI-driven report writing system, drones as first responders, a citizen self-reporting portal, VR training environments, traffic flow monitoring software, and a staff scheduling solution. These technologies aim to improve efficiency, safety, and situational awareness while reducing manual workloads. In contrast, the Fire Department plans to maintain and sustain its current systems without major new initiatives.

Department-Specific Needs

To ensure that technology investments align with the unique functions and operational goals of each City department, this section outlines the specific technology needs identified through department surveys and interviews. While citywide initiatives such as improved integration, document management, and training are essential, individual departments face distinct challenges and opportunities based on their roles in service delivery.

By capturing these department-level priorities, the City can better target resources, phase implementation appropriately, and ensure that system upgrades and new tools are tailored to maximize impact. These recommendations not only support daily operations but also contribute to broader organizational goals such as transparency, efficiency, and responsiveness.

Finance Department

- **Integrated Capital Planning:** Consider transitioning to a Tyler-compatible Capital Improvement Plan (CIP) module to ensure seamless integration with Incode, enhancing data consistency and reducing manual data entry.
- **Advanced Reporting Tools:** Implement business intelligence tools to facilitate real-time financial analysis and reporting, aiding in informed decision-making.
- **GASB 96 tool:** Tracks software maintenance agreements to fulfill financial auditing requirements.
- **Procurement:** The City does not currently utilize a procurement software. Bid and RFP development, invitation to bid, evaluating and awarding responses, and tracking contracts are conducted with manual systems.
- **Parking:** Implement a solution that will apply and remove parking registration holds and integrate with the Iowa Department of Transportation.

Human Resources (HR) Department

- **Employee Self-Service Portal:** Enhance the existing system to allow employees to update personal information, and enroll in benefits online.
- **Training Management System:** Integrate a Learning Management System (LMS) to track employee training, certifications, and professional development.

Public Works Department

- **Asset Management Integration:** Adopt a new or enhance usage of our current asset management system that integrates with GIS to monitor infrastructure conditions, schedule maintenance, and manage work orders more efficiently.
- **Mobile Field Solutions:** Equip field staff with mobile devices and applications to access real-time data, submit reports, and update work orders on-site.

Community Development

- **Digital Plan Review:** Implement electronic plan review software to streamline the submission, review, and approval of development plans.
- **Public Engagement Platforms:** Adopt tools that allow residents to participate in planning processes, provide feedback, and access project information online.
- **GIS Expansion and Licensing:** Expand GIS access and licenses for Housing & Community Development staff to allow spatial analysis of zoning compliance, nuisance enforcement, housing investments, and community development trends.

Police Department

- **Body-Worn Camera Integration:** Ensure that video evidence is seamlessly integrated into the RMS for efficient retrieval and case management.
- **Data Analytics Tools:** Implement analytics software to identify crime trends, allocate resources effectively, and support community policing strategies.
- **Drone as a first responder:** Allows for remote piloting sUAS platforms to respond to incidents in progress to get an aerial view of the situation to enhance situational awareness and improve officer safety (\$50k/year).
- **Citizen self-reporting portal for minor crimes:** This system would allow people to document crimes on their own without the need for an officer to respond to take the information for the report.
- **Virtual VR Training:** is beginning to expand and becoming cheaper and more marketable for routine department use (\$10k - \$20K).
- **Speed and Traffic Flow monitoring software:** \$6k per year on subscription.

Fire Department

- **Pre-Incident Planning Tools:** Adopt software that allows for the creation and management of pre-incident plans, accessible to first responders in the field.
- **Integrated Inspection Scheduling:** Implement a system that coordinates inspection schedules, tracks compliance, and generates reports.
- **Emergency Reporting System:** Documents incident responses, inspections, and training records.

City Clerk's Office

- **Automated Records Retention:** Integrate records management software that automates retention schedules and ensures compliance with state regulations.
- **Public Access Portal:** Enhance transparency by providing an online portal where residents can access meeting documents, ordinances, and other public records.
- **Boards and Commissions Module:** A tracking module for vacancies, applications, appointments, management of rosters, and tracking of training requirements.

Parks and Recreation Department

- **Urban Tree Canopy Inventory Tracking:** Implement a process to track right-of-way tree complaints, evaluations and planting/removals that integrates with a GIS system. Allow for mobile compatibility for staff to complete updates on-site.
- **Seasonal Employee Onboarding and Training:** Adopt an electronic onboarding system that includes new-hire paperwork, with the ability to track ongoing training and certifications.

- **Payroll Integration:** Shift to an electronic timesheet system that integrates with Tyler for seasonal staff to eliminate the need to manually enter hours for each employee into the ESS system.

Information Technology (IT) Department

- **Centralized IT Service Management (ITSM):** Implement an ITSM platform to streamline support requests, track assets, and manage changes effectively.
- **Cybersecurity Enhancements:** Adopt advanced security measures, including multi-factor authentication, intrusion detection systems, and regular security audits to protect against evolving threats.

Goals and Objectives

Based on the information stated above, the City will pursue the goals listed below. The goals outlined can enhance operational efficiency, improve service delivery, and position itself for future growth and technological advancements.

1. **Improve Integration.** Connect Tyler modules with permitting, licensing, capital improvement planning tools, and other software to
2. **Standardize and Train.** Establish citywide onboarding for major systems like Tyler, Plan-It, and EnerGov (or its replacement).
3. **Enhance Mobility.** Equip field staff with tablets and mobile-friendly software tools.
4. **Modernize Document Management.** Implement a centralized system such as Laserfiche to improve records access and retention compliance.
5. **Strengthen Infrastructure.** Stabilize VPN access, evaluate IT hardware inventory, and plan for regular refresh cycles.

Implementation Roadmap

Short-term (1-2 years)

- **Launch Laserfiche for Clerk and Housing and Community Development, with scalable use by other departments.**

The City needs a document management system with an automated retention schedule and audit trails. Such a system would control the creation and growth of records, limit the generation of copies and saving the same files in multiple locations, reduce physical filing space, ensure code



compliance is met, and improve efficiency with searchability of records and protection of documents.

- **Implement foundational training on Tyler, CivicPlus, Plan-IT, social media accounts and other enterprise systems.**

Expanding foundational training on Tyler Technologies, CivicPlus, Plan-IT, city social media accounts and other enterprise-wide systems is essential for the City to enhance staff proficiency, reduce inefficiencies, and ensure compliance with regulatory standards. There are free and low-cost options available for training, however training needs to be a priority for those utilizing these systems.

- **AV System**

Upgrade the AV system in the Council Chambers to include an ADA accessible podium and microphone.

- **Software Matrix**

Develop a software matrix by department to identify overlaps, integration opportunities, and unsupported tools that need to be consolidated or upgraded.

- **Replace Energov (in progress)**

Energov meets the basic needs of code enforcement, but lacks mobile functionality and field access, limiting productivity. The inability of Energov to integrate with financial systems or other city platforms leads to redundancy and inefficiencies.

- **Assess the suitability of the Zimbra email solution**

While Zimbra provides fundamental email and calendaring services, the challenges reported by various departments suggest a need to reassess its suitability for the City's evolving communication needs. By conducting a thorough evaluation and considering alternative solutions, the City of Marshalltown can enhance its communication infrastructure to better serve its departments and constituents.

- **Formalize IT Support Roles**

Clarify who is responsible for frontline IT support within departments vs. what BDH handles, particularly for administrative rights and file access.

- **Inventory Management System**

Implement a citywide system to track technology assets (computers, radios, phones, etc.) with location and user information and link it to asset lifecycle and budget forecasting.

- **GIS Expansion and Licensing**

Expand GIS access and licenses for Housing & Community Development staff to allow spatial analysis of zoning compliance, nuisance enforcement, housing investments, and community development trends.

- **Technology Review Committee**

Implement technology review meetings with various departments. BDH recommends re-initiating this effort to ensure ongoing support and assistance from the BDH team.

Mid-Term (2–4 Years)

- **Replace or integrate Plan-IT with a Tyler-compatible CIP solution**

The lack of integration between Plan-IT and Tyler requires manual entry of data into both systems. It is critical that the City's CIP solution nitrated directly with Tyler InCode to facilitate real-time data sharing between capital planning, budgeting, procurement, and financial reporting modules to reduce manual data entry and minimize errors.

- **Implement a unified communication platform**

Standardize on a single communication and collaboration platform (e.g., Microsoft Teams, Google Workspace, etc.) to facilitate interdepartmental coordination.

- **Integration Roadmap**

Develop a road map for integrating various systems including Tyler, Plan-IT, GIS, and permitting/asset management systems.

- **Legacy System Decommission Plan**

Propose a phased sunset of outdated tools like non-integrated Access databases to reduce redundancy and improve data accessibility.

- **Launch a citywide HRIS solution**

HRIS Systems reduce manual data entry and paperwork, increases data accuracy and compliance, streamlines HR workflows across departments, improves employee experience through self-service tools, and enhances visibility into workforce data for decision-making.

- **Evaluate asset management software like Cartegraph, Brightly Asset Essentials, or Cityworks**

These software solutions offer better GIS integration, user-friendly interfaces, and scalable implementation for fleet, facilities, and utilities.

- **Implement procurement software**

A procurement software to manage bidding, Requests for Proposals (RFPs), and related processes offers the opportunity to standardize processes across the City and to automate repetitive tasks such as bid solicitation, evaluation, and contract management, reducing manual workload and accelerating procurement cycles. Such systems can also improve transparency and compliance by creating audit trails as they maintain comprehensive

records of all procurement activities and, ideally, would incorporate grant compliance documents (ie. SAM.gov debarment proof).

- **Complete cloud migration for key server-hosted systems in Public Works and Housing and Community Development**

Cloud-based systems allow staff access in the field, in a vehicle, at home, or at different city facilities without the need for VPNs or being tied to a physical service. They also offer real-time updates and file sharing and better integrate with other systems.

- **Implement Police Department Technology Upgrades**

This includes implementing data analytics tools, drone as a first responder, and virtual VR training.

Long-Term (3–5 Years)

- Explore consolidated asset management and maintenance system across all departments.
- Assess AI tools (e.g., Axon’s report automation) and drone capabilities for PD.
- Modernize GIS use across departments with ESRI ArcPro and mobile data collection tools.
- Ensure hardware and software are kept current, including timely hardware refreshes.

Cost Projections

	Estimated Cost	Notes
Laserfiche (Clerk estimate)	~\$35,000 initial	Covers 150 users; scalable by department
ESRI ArcPro (HCD)	\$2,200/user/year	For advanced GIS functionality
PD Tech Expansion (Axon, drone, VR)	\$50,000–\$120,000	Includes drone program and report automation
IWORQ Asset Management (Public Works)	~\$10,000	Comparable to current CentralSquare costs
HRIS (Tyler module)	Setup - ~\$35,000, ongoing ~ \$25,000	Cost depends on features selected
Energov	Set up ~\$45,000 ongoing ~\$35,000	Cost depends on features selected
Email System and Unified Communication Platform	~\$40,000/yr	Based on the number of licenses, storage per user, and other features

	Estimated Cost	Notes
Procurement Software	Set up ~\$25,000 ongoing ~\$25,000	Cost depends on features selected

Governance and Implementation

IT Governance Policy

Establish an IT governance policy to ensure that IT resources are effectively managed, aligned with the City's strategic objectives, and delivers the best value for the organization and community. The policy would outline roles and responsibilities related to IT strategies and implementation.

IT Steering Committee

Establish a multi-department committee to establish and oversee the IT governance policy, evaluate new proposals, track progress, and align priorities.

Annual Review

Update the Master Plan annually based on technology trends, staff feedback, and budget availability.

Provide periodic updates to City Council on current and upcoming priorities and established performance metrics (e.g. user satisfaction, training, cost and budget management, etc.).

Conclusion

The City of Marshalltown's Technology Master Plan establishes a clear and actionable vision for advancing our information technology capabilities in alignment with organizational goals, resident expectations, and evolving industry standards. Through a collaborative process that included input from every City department, this plan identifies the critical needs and opportunities that will shape our future digital infrastructure.

Implementing this plan will require sustained leadership, dedicated resources, and ongoing engagement across departments. By investing in integrated systems, modern tools, training, and data-driven processes, the City will increase operational efficiency, enhance service delivery, and ensure that staff are equipped with the tools needed to meet the demands of a modern municipal government.

As we move forward, this plan will serve not as a static document, but as a living roadmap—updated regularly to reflect progress, lessons learned, and emerging technologies. With clear priorities, defined goals, and a commitment to continuous improvement, the City of Marshalltown is well-positioned to deliver effective, efficient, and accessible public services through smart technology investments.



**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: September 22, 2025
Re: Resolution Approving the Use of Funds for an Employee Wellness Program

Strategic Plan Objective:

N/A

Recommended:

Staff recommends approval of a resolution authorizing the use of \$23,400 from Fund 884 – Group Health Insurance to establish and implement an employee wellness program.

Budget Impact:

To launch the program, staff recommend the following allocations:

- Commodities (Incentives): \$500
- Contractual Services (Screenings, wellness vendors, etc.): \$22,900

Total Requested Allocation: \$23,400

Funds will be drawn from Fund 884 – Group Health Insurance, which had a balance of \$951,368.77 as of August 26, 2025

Description/Background:

Employee wellness programs are proven to improve workforce health, productivity, and engagement. By focusing on education, preventive care, early detection, and lifestyle management, these programs not only support healthier employees but may also reduce the occurrence of high-cost medical claims.

The City's claims history demonstrates the need for proactive health initiatives. Iowa Administrative Code 545-4.3(384).8 allows cities to implement wellness programs when

approved by Council motion, resolution, ordinance, or inclusion in a Council-approved document.

The proposed program will include:

- Education on nutrition, stress management, and healthy habits,
- Preventive care and early detection through biometric screenings, flu shots, and related health services, and
- Lifestyle management initiatives promoting physical activity, weight management, smoking cessation, and overall well-being.

The program will be jointly managed by Kelsie Stafford, Parks and Recreation Director, and Jill Petermeier, Human Resources Director.

Attachments:

1. Resolution Establishing an Employee Wellness Program

**RESOLUTION APPROVING THE USE OF FUNDS
FOR AN EMPLOYEE WELLNESS PROGRAM**

WHEREAS, the City of Marshalltown recognizes that employee wellness programs are effective tools for strengthening workforce health, productivity, and engagement; and

WHEREAS, such programs, focused on education, preventive care, early detection, and lifestyle management, promote healthier employees and may reduce high-cost medical claims over time; and

WHEREAS, Iowa Administrative Code 545-4.3(384).8 authorizes the implementation of employee wellness programs adopted by City Council motion, resolution, ordinance, or inclusion in a document approved by the City Council; and

WHEREAS, staff recommend implementation of an employee wellness program that includes:

- Education on nutrition, stress management, and healthy habits,
- Preventive care and early detection services such as biometric screenings and flu shots, and
- Lifestyle management initiatives to encourage physical activity, weight management, smoking cessation, and overall well-being; and

WHEREAS, the program will be jointly managed by the Parks and Recreation Director and the Human Resources Director; and

WHEREAS, funding for the program is available from Fund 884 – Group Health Insurance, which has sufficient balances to support an annual allocation for this purpose.

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

1. The City Council hereby establishes an annual commitment of funds from Fund 884 – Group Health Insurance to support the Employee Wellness Program.
2. Each year, staff shall include in the budget process a recommendation for wellness program funding not less than \$23,400, unless otherwise adjusted by City Council.
3. These funds shall be dedicated exclusively to wellness program purposes, including education, preventive care, early detection, and lifestyle management activities.
4. Staff shall report annually to the City Council on program outcomes and budget utilization.

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

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Clayton Ender, Assistant Director, Housing & Community Development
Meeting Date: September 22, 2025
Re: Resolution Setting a Public Hearing for an Official Zoning Map Amendment for 212 E State Street

Strategic Plan Objective:

Strategy 1: Expand and improve development in the community.

Recommended:

Staff recommends approval

Budget Impact:

Cost of publication of notice

Description/Background:

Memorial Foundation of Allen Hospital, DBA Allen Foundations, has petitioned to have the city approve an official zoning map amendment for Parcel Identification Number 8418-26-453-050, locally known as 212 E State Street. The Planning and Zoning Commission has reviewed this case and has made a recommendation to the city council to approve the proposed official zoning map amendment.

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

Attachments:

1. Resolution Setting Public Hearing Date And Time To Consider Ordinance 15111
2. Aerial Vicinity Map

**RESOLUTION SETTING PUBLIC HEARING FOR AN OFFICIAL ZONING MAP
AMENDMENT FOR PARCEL IDENTIFICATION NUMBER 8418-26-453-050,
LOCALLY KNOWN AS 212 E STATE STREET**

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

WHEREAS, Memorial Foundation of Allen Hospital, DBA Allen Foundations, has petitioned to have the city approve an official zoning map amendment for Parcel Identification Number 8418-26-453-050, locally known as 212 E State Street; and,

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

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

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

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA: that a public hearing on an official zoning map amendment for Parcel Identification Number 8418-26-453-050, locally known as 212 E State Street, be set for October 13, 2025 at 5:30 p.m.

Passed this 22nd day of September 2025, and signed this _____ day of September 2025.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

AERIAL VICINITY MAP





**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: September 22, 2025
Re: Resolution Setting Date for Public Hearing on Urban Renewal Plan
Amendment for the Marshalltown Urban Renewal Area No. 2

Strategic Plan Objective:

Expand and improve development in the community.

Recommended:

Set the public hearing on the amendment for urban renewal area No. 2 for October 27th.

Budget Impact:

Description/Background:

The City council passed resolution 2025-182 in of support for the use of tax increment financing for the business expansion of TIG Distributing, Inc. on 8/11/25.

The City of Marshalltown is proposing an amendment to the urban renewal plan for the Marshalltown Urban Renewal Area No. 2. The amendment authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to TIG Distributing, Inc. in connection with the expansion by the company of its manufacturing facilities and the creation of 50 new jobs.

The City intends to provide annual appropriation economic development payments to the company under a Development Agreement. The Payments will be funded with incremental property tax revenues to be derived from the Property. It is anticipated that the City's total commitment of incremental property tax revenues with respect to the Project will not exceed \$1,650,000, plus the Admin Fees not to exceed \$15,000.

The public hearing will be set for October 27, 2025, at 5:30 pm in the City Council Chambers, 10 West State Street, Marshalltown.

Attachments:

1. 2025-09-22_2025-205_Set Hrg UR Amend no adds (Marshalltown-63 2025)-v2
2. 2025-09-22_2025-205_UR Plan Amend (Marshalltown-63 2025)-v2
3. 2025-08-11_2025-182_SIGNED Resolution for TIF Support for TIG Distributing

September 17, 2025

VIA E-MAIL

Carol Webb
City Administrator/City Hall
Marshalltown, IA

Re: Marshalltown Urban Renewal Area No. 2 (October, 2025 Amendment)
Our File No. 422742-63

Dear Carol:

We have prepared the attached materials which will enable your City Council to act on September 22, 2025 to set October 27, 2025 as the date for a public hearing on the amendment to the existing urban renewal plan for the Marshalltown Urban Renewal Area No. 2.

The notice which is included in the attached resolution must be published once, not less than four (4) and not more than twenty (20) days prior to the date selected for the hearing. The last date on which the notice may effectively be published is October 23, 2025. Please print a copy of the notice for delivery to the newspaper. Please email a copy of the published notice to lemke.susan@dorsey.com.

Also, a “consultation session” must be set up with the local county and school district. Please refer to my separate letter enclosed for further details.

Please provide one fully executed set of proceedings, once all the actions have been taken, and contact John Danos or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Alicia Hunter

September 17, 2025

VIA E-MAIL

Carol Webb
City Administrator/City Hall
Marshalltown, IA

Re: Marshalltown Urban Renewal Area No. 2 Amendment/Consultation Session
Our File Number: 422742-63

Dear Carol:

The Iowa Urban Renewal Law requires that a city provide information concerning a proposed urban renewal plan or amendment to any other governmental bodies which might be affected by the use of tax increment financing within your urban renewal area. Specifically, the City must send a copy of the urban renewal plan amendment and an invitation to attend a meeting to discuss the urban renewal plan amendment to any county or school district whose jurisdiction covers any property which is within the urban renewal area. This consultation must be held at least two weeks prior to the public hearing.

It is our understanding that the property within your urban renewal area would affect Marshall County and the Marshalltown Community School District.

Attached is a draft letter which you may use in order to provide notification to these governmental entities of the date, time and place of a meeting at which they may discuss your urban renewal plan amendment. The law does not require that this be a meeting of the City Council, and you may use your discretion about who represents the City at the meeting.

The letter should be sent by ordinary US Mail, and we recommend mailing the letter at least seven (7) days before the consultation session. Along with the letter, you should send a copy of the urban renewal plan amendment and a copy of the notice of the public hearing on the urban renewal plan amendment.

According to our records, here are the mailing addresses for the individuals who should receive the notification letter and the enclosures:

Page 2

Board of Supervisors
c/o Marshall County Auditor
Marshall County Courthouse
1 E Main Street
Marshalltown, Iowa 50158

Superintendent
Marshalltown Community School District
1002 South 3rd Avenue
Marshalltown, Iowa 50158

Please call John Danos or me if you have questions.

Kind regards,

Amy Bjork

cc: Alicia Hunter

[City letterhead]

DATE: _____

TO: Board of Supervisors, Marshall County
Superintendent, Marshalltown Community School District

FROM: City Council
City of Marshalltown, Iowa

RE: Marshalltown Urban Renewal Area No. 2 Plan Amendment

The City of Marshalltown is in the process of amending the urban renewal plan for the Marshalltown Urban Renewal Area No. 2, and, pursuant to Section 403.5 of the Code of Iowa, the City is sending you the enclosed copy of its urban renewal plan amendment and scheduling a meeting at which you will have the opportunity to discuss this amendment.

The meeting to discuss our urban renewal plan amendment has been set for _____, 2025, at __:__.m. at the _____ in Marshalltown. If you are unable to send a representative to the meeting, we invite your written comments. In addition, Section 403.5 gives your designated representative the right to make written recommendations concerning the urban renewal plan amendment no later than seven days following the date of the meeting.

The City will also hold a public hearing on this urban renewal plan amendment at __:__.p.m. on October 27, 2025, and a copy of the notice of hearing is enclosed for your information.

Please call Carol Webb or Alicia Hunter at (641) 754-5701 if you have questions.

Enclosure

SET DATE FOR HEARING ON
URBAN RENEWAL PLAN
AMENDMENT

422742-63

Marshalltown, Iowa

September 22, 2025

The City Council of the City of Marshalltown, Iowa, met on September 22, 2025, at 5:30 p.m., at the City Council Chambers, 10 West State Street, in the City, for the purpose of setting a date for a public hearing on a proposed urban renewal plan amendment. The Mayor presided and the roll being called, the following members of the Council were present and absent:

Present: _____

Absent: _____.

The Mayor announced that an amendment to the urban renewal plan for the Marshalltown Urban Renewal Area No. 2 had been prepared, and that it was now necessary to set a date for a public hearing on the proposed amendment to the urban renewal plan. Accordingly, Council Member _____ moved the adoption of the following resolution entitled “Resolution Setting Date for a Public Hearing on Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 2” and the motion was seconded by Council Member _____. Following due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 2025-205

Resolution Setting Date for Public Hearing on Urban Renewal Plan Amendment
for the Marshalltown Urban Renewal Area No. 2

WHEREAS, the City Council of the City of Marshalltown, Iowa by resolution previously established the Marshalltown Urban Renewal Area No. 2 (the “Urban Renewal Area”) and adopted an urban renewal plan (the “Plan”) for the governance of initiatives and projects therein; and

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which authorizes the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to TIG Distributing, Inc. (the “Company”) in connection with the expansion by the Company of its manufacturing facilities; and

WHEREAS, it is now necessary that a date be set for a public hearing on the Amendment;

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

Section 1. This City Council will meet at the City Council Chambers, 10 West State Street, Marshalltown, Iowa, on October 27, 2025, at 5:30 p.m., at which time and place it will hold a public hearing on the proposed Amendment.

Section 2. The City Clerk shall publish notice of said hearing, the same being in the form attached hereto, which publication shall be made in a legal newspaper of general circulation in the City, which publication shall be not less than four (4) and not more than twenty (20) days before the date set for hearing.

Section 3. Pursuant to Section 403.5 of the Code of Iowa, the City Administrator, or her designee, is hereby designated as the City's representative in connection with the consultation process which is required under that section of the urban renewal law. It is hereby directed that representatives of Marshall County and the Marshalltown Community School District be invited to participate in the consultation.

Passed and approved this September 22, 2025.

Mayor

Attest:

City Clerk

NOTICE OF PUBLIC HEARING ON PROPOSED URBAN RENEWAL PLAN
AMENDMENT

Notice Is Hereby Given: That at 5:30 p.m., at the City Council Chambers, 10 West State Street, Marshalltown, Iowa, on October 27, 2025, the City Council of the City of Marshalltown, Iowa, will hold a public hearing on the question of amending the urban renewal plan for the Marshalltown Urban Renewal Area No. 2 (the “Urban Renewal Area”) to authorize the undertaking of a new urban renewal project in the Urban Renewal Area consisting of providing tax increment financing support to TIG Distributing, Inc. (the “Company”) in connection with the expansion by the Company of its manufacturing facilities. A copy of the amendment is on file for public inspection in the office of the City Clerk.

At said hearing any interested person may file written objections or comments and may be heard orally with respect to the subject matters of the hearing.

Alicia Hunter
City Clerk

• • • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

PUBLICATION CERTIFICATE:

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the aforementioned City do hereby certify that pursuant to the resolution of its City Council fixing a date of public hearing on a proposed urban renewal plan amendment, the notice, of which the printed slip attached to the publisher's affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City, and copies were sent to the county and school district.

WITNESS my hand this ____ day of _____, 2025.

City Clerk

(Attach here publisher's affidavit of publication of notice.)

(PLEASE NOTE: This certificate must not be dated until the publication has been made and you have reviewed it to be sure that the notice was published on the date indicated in the attached affidavit.)

ATTESTATION CERTIFICATE:

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the aforementioned City, do hereby certify that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with setting a date for public hearing on an urban renewal plan amendment.

WITNESS my hand this ____ day of _____, 2025.

City Clerk

CITY OF MARSHALLTOWN, IOWA
URBAN RENEWAL PLAN AMENDMENT
MARSHALLTOWN URBAN RENEWAL AREA NO. 2

October, 2025

The Urban Renewal Plan (the “Plan”) for the Marshalltown Urban Renewal Area No. 2 (the “Urban Renewal Area”) of the City of Marshalltown, Iowa (the “City”) is being amended for the purpose of identifying a new urban renewal project to be undertaken within the Urban Renewal Area.

1) Identification of Project. By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

Name of Project: TIG Distributing, Inc. Expansion Project

Date of Council Approval of Project: October 27, 2025

Description of the Project: TIG Distributing, Inc. (the “Company”) has proposed to undertake the expansion of its manufacturing facilities (the “Project”) situated on certain real property located at 1702 Rex Ryden Road (the “Property”) in the Urban Renewal Area and the creation of fifty (50) new jobs in connection therewith.

It has been requested that the City provide tax increment financing assistance to the Company in support of the efforts to complete, operate and maintain the Project.

The costs incurred by the City in providing tax increment financing assistance to the Company will include legal and administrative fees (the “Admin Fees”) in an amount not to exceed \$15,000.

Description of Use of TIF for the Project: The City intends to enter into a Development Agreement with the Company with respect to the construction and use of the completed Project. The City intends to provide annual appropriation economic development payments (the “Payments”) to the Company under the Development Agreement. The Payments will be funded with incremental property tax revenues to be derived from the Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$1,650,000, plus the Admin Fees.

2) Required Financial Information. The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City:	<u>\$108,967,285</u>
Outstanding general obligation debt of the City:	<u>\$</u>
Proposed maximum indebtedness to be incurred in connection with this October, 2025 Amendment:	<u>\$ 1,665,000</u>

*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

**RESOLUTION OF SUPPORT FOR THE USE OF TAX INCREMENT FINANCING
(TIF) FOR THE BUSINESS EXPANSION OF TIG DISTRIBUTING, INC.**

WHEREAS, TIG Distributing, Inc., headquartered in Marshalltown since 1991, has proposed a significant business expansion project at 1702 Rex Ryden Road in the City of Marshalltown, located within Urban Renewal Area No. 2; and

WHEREAS, the proposed project includes an estimated \$15 million investment consisting of a 90,000 square foot building expansion valued at approximately \$12 million and \$3 million in new equipment and machinery; and

WHEREAS, the project is expected to create approximately 50 new jobs in Marshalltown through both new hires and relocations; and

WHEREAS, the project will contribute to the City's strategic objective to expand and improve development in the community, and will increase the taxable valuation within Urban Renewal Area No. 2; and

WHEREAS, to support this major investment and assist in closing a financial gap, TIG Distributing, Inc. has requested Tax Increment Financing assistance in the form of a 10-year sliding scale tax rebate paid solely from the incremental taxes generated by the development property; and

WHEREAS, the proposed incentive structure includes annual rebates with a maximum total payout not to exceed \$1.65 million, subject to annual appropriation, and includes a minimum assessment agreement of \$9.557 million pending approval by the Marshall County Assessor; and

WHEREAS, the City Council finds that the proposed TIF assistance is consistent with the goals and objectives of the Urban Renewal Plan for Urban Renewal Area No. 2 and that the project serves a public purpose by fostering economic development, job creation, and increased property valuation.

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

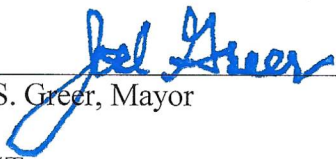
Section 1. The City Council hereby expresses its support for the use of Tax Increment Financing to assist TIG Distributing, Inc. in its proposed business expansion at 1702 Rex Ryden Road, Marshalltown, Iowa.

Section 2. The City Council directs staff to work with TIG Distributing, Inc. to prepare the necessary documents and agreements, including any required amendments to the Urban Renewal Plan, to enable the use of TIF assistance in accordance with Iowa Code Chapter 403.

Section 3. This Resolution shall not be construed as a binding obligation of the City to provide financial assistance but as a formal expression of support for the proposed incentive terms, subject to final Council approval of a development agreement and related legal documents.

Passed this 11th day of August 2025, and signed this 12th day of August 2025.

CITY OF MARSHALLTOWN, IOWA



Joel T.S. 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: Kelsie Stafford, Director
Meeting Date: September 22, 2025
Re: Resolution Approving Change Order #4 for the Water Plaza Project
#PRK22004, an Increase of \$2,926.93

Strategic Plan Objective:

Goal 1: Expand and improve development in the community.
Goal 2: Enhance Marshalltown's public image.
Goal 4: Partner with citizens, for-profit, non-profit and others to improve quality of life.

Recommended:

Staff recommends approval of Change Order #4, an increase of \$2,926.93.

Budget Impact:

We have sufficient funding for this change order. The following tables demonstrate project costs and funding sources:

Project Expenses:		
Design Engineering	\$ 296,400.00	<i>Bolton & Menk</i>
Construction Engineering	\$ 190,185.00	<i>Bolton & Menk</i>
Allowance – Rubberized Coating	\$ 55,000.00	<i>TBD</i>
Allowance – Landscaping	\$ 7,500.00	<i>City of Marshalltown - Parks</i>
Allowance - Signage	\$ 50,000.00	<i>Coordination w/ ACA</i>
Allowance – Sculpture	\$ 395,000.00	<i>Coordination w/ ACA</i>
Estimated Permits, Util, Etc	\$ 5,710.00	<i>City + Others</i>
Land Survey for YMCA Agreement	\$ 4,095.00	<i>Clapsaddle-Garber Associates</i>
Electrical Service & Transformer	\$ 30,723.50	<i>Alliant Energy</i>
Construction Bid (+ CO-0)	\$ 1,887,325.00	<i>Edge Commercial</i>
Construction Change Order 1	(deduct) - \$2,703.00	<i>Edge Commercial</i>
Construction Change Order 2	\$ 945.00	<i>Edge Commercial</i>
Construction Change Order 3	\$ 9,144.00	<i>Edge Commercial</i>
Construction Change Order 4	\$2,926.93	<i>Edge Commercial</i>
TOTAL	\$2,932,251.43	

Project Funding:

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

Description/Background:

This change order includes the following item:

- Exchange of the water treatment chemical controller, which will integrate with existing software and allow staff to monitor water quality remotely.

The contract project substantial completion has been delayed to September 30, 2025 with final completion expected by November 30, 2025. There are several aspects of the project outside of the construction contract held by Edge Commercial that will be completed after these dates.

There are also some discussions underway about the completion date being extended to October 15, 2025.

Attachments:

1. Resolution Approving CO4 Water Plaza
2. PRK22004 - Water Plaza CO 4

RESOLUTION APPROVING CONTRACT CHANGE ORDER #4 FOR THE WATER PLAZA PROJECT #PRK22004, AN INCREASE OF \$2,926.93

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

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

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

Section 1. That the contract Change Order #4 for the Water Plaza Project #PRK22004, in the increased amount of \$2,926.93 is hereby accepted and approved.

Passed this 22nd day of September 2025, and signed this _____ day of September 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



Bolton & Menk
Change Order Details
Marshalltown - Water Plaza

Description	Marshalltown Interactive Water Feature
Prime Contractor	Edge Commercial 3155 SE Miehe Dr, Ste 2 Grimes, IA 50111
Change Order	4
Status	Pending
Date Created	07/22/2025
Type	Local Funding
Summary	Change Order #4 - Completion Date and Chemical Controller
Change Order Description	Swap of chemical controller product which results in a price increase.
Awarded Project Amount	\$1,887,325.00
Authorized Project Amount	\$1,894,711.00
Change Order Amount	\$2,926.93
Revised Project Amount	\$1,897,637.93

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
9003	0000-999-J	LS	1.000	\$2,926.930	\$2,926.93

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
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'LUMP SUM' ITEM: Chemical Controller Product Swap

Reason: City requested Chemical Controller product swap

1 item

Total: \$2,926.93

Time Limit Changes

Type	Original Deadline	Current Deadline	Pending Extension	Pending Deadline
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Completion Date	11/15/2025	11/15/2025	15.0 Days	11/30/2025
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Final Completion

Reason: Building Delivery Date Change

Completion Date	09/15/2025	09/15/2025	15.0 Days	09/30/2025
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Substantial Completion

Reason: Building Delivery Date Change

2 time limits

Signatures

Agreed -  Date: 9/4/25
Contractor

Recommended -  Date: 9/4/2025
Project Engineer

Approved - _____ Date: _____
City



**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Kelsie Stafford, Director
Meeting Date: September 22, 2025
Re: Resolution Approving Change Order #5 for the Water Plaza Project
#PRK22004, a Decrease of \$340.00

Strategic Plan Objective:

Goal 1: Expand and improve development in the community.
Goal 2: Enhance Marshalltown's public image.
Goal 4: Partner with citizens, for-profit, non-profit and others to improve quality of life.

Recommended:

Staff recommends approval of Change Order #5, a decrease of \$340.00.

Budget Impact:

This deduct is due to a delay in the ability to apply Tuff-Coat surfacing to the wet deck. Parks and Recreation staff will complete furnishing installation after the surfacing is completed. The following tables demonstrate project costs and funding sources:

Project Expenses:		
Design Engineering	\$ 296,400.00	<i>Bolton & Menk</i>
Construction Engineering	\$ 190,185.00	<i>Bolton & Menk</i>
Allowance – Rubberized Coating	\$ 55,000.00	<i>TBD</i>
Allowance – Landscaping	\$ 7,500.00	<i>City of Marshalltown - Parks</i>
Allowance - Signage	\$ 50,000.00	<i>Coordination w/ ACA</i>
Allowance – Sculpture	\$ 395,000.00	<i>Coordination w/ ACA</i>
Estimated Permits, Util, Etc	\$ 5,710.00	<i>City + Others</i>
Land Survey for YMCA Agreement	\$ 4,095.00	<i>Clapsaddle-Garber Associates</i>
Electrical Service & Transformer	\$ 30,723.50	<i>Alliant Energy</i>
Construction Bid (+ CO-0)	\$ 1,887,325.00	<i>Edge Commercial</i>
Construction Change Order 1	(deduct) - \$2,703.00	<i>Edge Commercial</i>
Construction Change Order 2	\$ 945.00	<i>Edge Commercial</i>
Construction Change Order 3	\$ 9,144.00	<i>Edge Commercial</i>
Construction Change Order 4	\$2,926.93	<i>Edge Commercial</i>
Construction Change Order 5	(deduct) - \$340.00	<i>Edge Commercial</i>

TOTAL	\$2,931,911.43
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Project Funding:		
City of Marshalltown Bond Fund 364	\$ 500,000.00	
City of Marshalltown ARPA Fund 389	\$ 68,063.65	
Destination Iowa Grant	\$ 578,015.00	
Wellmark Grant	\$ 100,000.00	
Donations	\$ 125,000.00	<i>City Fund 364</i>
Donations	\$ 1,071,059.50	<i>City Fund 140</i>
Donations	\$ 445,000.00	<i>ACA Held</i>
City of Marshalltown Bond Fund 364	\$ 190,000.00	<i>Contingency from Riverview Park</i>
Electrical Reimbursement	\$ 30,723.50	<i>Bolton & Menk / KED Bluestone</i>
TOTAL	\$ 3,107,861.65	

Description/Background:

This change order includes the following item:

- Site furnishing installation fee deduct due to order of operations for wet deck surfacing material installation.

The contract project substantial completion has been delayed to September 30, 2025 with final completion expected by November 30, 2025. There are several aspects of the project outside of the construction contract held by Edge Commercial that will be completed after these dates.

There are also some discussions underway about the completion date being extended to October 15, 2025.

Attachments:

1. Resolution Approving CO5 Water Plaza
2. PRK22004 - Water Plaza CO 5

RESOLUTION APPROVING CONTRACT CHANGE ORDER #5 FOR THE WATER PLAZA PROJECT #PRK22004, A DECREASE OF \$340.00

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

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

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

Section 1. That the contract Change Order #5 for the Water Plaza Project #PRK22004, in the decreased amount of \$340.00 is hereby accepted and approved.

Passed this 22nd day of September 2025, and signed this _____ day of September 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



Bolton & Menk

Change Order Details

Marshalltown - Water Plaza

Description	Marshalltown Interactive Water Feature
Prime Contractor	Edge Commercial 3155 SE Miehe Dr, Ste 2 Grimes, IA 50111
Change Order	5
Status	Pending
Date Created	09/18/2025
Type	Local Funding
Summary	Change Order #5 - Site Furnishing Install Deduct
Change Order Description	Site furnishing installation fee deduct due to order of operations for wet deck surfacing material installation.
Awarded Project Amount	\$1,887,325.00
Authorized Project Amount	\$1,897,637.93
Change Order Amount	-\$340.00
Revised Project Amount	\$1,897,297.93

New Items

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
Section: 1 - Description					
9004	0000-999-J	LS	1.000	-\$340.000	-\$340.00

Line Number	Item ID	Unit	Quantity	Unit Price	Extension
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'LUMP SUM' ITEM: Site furnishing installation fee deduct

Reason: Price deduct for owner to install 5 benches and 2 litter receptacles due to order of operations for surfacing material.

1 item Total: -\$340.00

Signatures

Agreed -  Date: 9/18/25
Contractor

Recommended -  Date: 9/18/2025
Project Engineer

Approved - _____ Date: _____
City



Annual Report & Budget Report

Fiscal Year 2025

Presented to the City of Marshalltown

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

Submitted September 17, 2025

Annual Report to City Council – 2025

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

Executive Summary

2025 was a year of progress and transition for the Marshalltown Central Business District (MCBD). With downtown under construction and a leadership change mid-year, some programs were streamlined while others expanded in new directions. Even with these challenges, MCBD continued to deliver events and programs that supported businesses, engaged volunteers, and strengthened downtown's role as a community gathering place.

Key highlights include:

- Community Gathering Spaces – Expanded and new events drew residents downtown, while beautification created a more welcoming environment.
- Business Resilience – More than 90% of businesses remained open during Phase 1 of streetscape construction.
- Organizational Growth – Nearly 1,200 volunteer hours, rebranding progress, and new investment campaigns strengthened MCBD's role as the anchor for downtown transformation.

Accomplishments

Community Gathering Spaces

- Rev Up Downtown – Expanded with new elements that drew strong participation.
- Ridiculous Day – Streamlined during construction to maintain visibility while balancing disruption.
- Mother's Day Bouquet Stroll – A new event that showcased creative partnerships and fresh energy.
- Haunt the Block (1,300+ attendees, 50+ businesses) and the Holiday Stroll (32nd year) – Continued as cornerstone traditions, bringing thousands downtown.
- Beautification efforts included seasonal lights, alleyway activation, and our continued military banner program.
- The PUSHE program kept downtown clean and inviting, removing hundreds of pounds litter and maintaining landscaping.

Supporting Businesses

- Over 90% of businesses remained open through Phase 1 construction.

- MCBBD provided regular check-ins, communication support, and promotion to keep businesses visible.

- The Economic Vitality Team spearheaded the Head Downtown initiative, encouraging employees of major employers to support local restaurants during summer 2025.

Building a Strong Organization

- 1,200 volunteer hours logged (valued at \$41,748).
- Launched a new volunteer management system.
- Combined Friends & Investor Campaign brought in new investment while retaining core sponsors.
- Rebranding efforts and updated materials improved visibility.
- Hosted a business meet-and-greet to strengthen partnerships.

Grant Facilitation

- Administered the Facade, Code, Safety & Security Improvements Program.
- Three projects advanced: one nearing completion and two completed, including ADA/safety improvements.

Professional Development

In 2025, MCBBD staff completed a range of professional development opportunities that built organizational capacity and strengthened leadership:

- Main Street Iowa Spring Workshop
- Iowa Downtown Conference
- Main Street Iowa Fall Conference
- Oskaloosa Downtown Forum
- Creative Places Exchange
- Main Street Iowa New Director Training
- Main Street Iowa Orientation

Closing

Even in a year of transition, MCBBD delivered results that strengthened Marshalltown's downtown and laid the groundwork for future growth. With the City's continued partnership, downtown will emerge from reconstruction more vibrant, resilient, and welcoming.

Respectfully submitted,

Danielle Lakin

Executive Director

Marshalltown Central Business District

Budget Report – FY2025

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

Overview

FY2025 was a year of transition and careful stewardship for the Marshalltown Central Business District (MCBD). With streetscape construction underway and a mid-year leadership change, some programs were streamlined while new initiatives were added. Even in this transitional year, MCBD maintained fiscal responsibility and leveraged outside dollars to maximize impact for downtown.

Income Summary (FY2025)

- City Contract Support: \$50000
- Friends & Investor Campaign: \$10131.78
- Corporate Sponsorships & Major Gifts: \$9923.00
- Fundraisers & Sponsorships: \$37952.43
- Other Income: \$2089.40

Total Income: \$110,096.61

Expense Summary (FY2025) – Budget vs. Actuals

Category	Expense	Notes
Director Salary	\$50,057.04	Includes gross pay + employer taxes
Training & Development	\$2250.25	Conferences, workshops, new director training
Design	\$11,882.44	Beautification
Economic Vitality	\$5350.00	Head Downtown initiative, business support, Food Truck Park
Organization	\$1280.11	Volunteer system, rebranding, administration
Promotions	\$14524.81	Events, marketing, community visibility
Operations	\$19392.89	Overhead expenses

Total Expenses: \$104,737.54

Incentive Grant Program (FY2025)

- Projects Completed: 2
- Projects In Progress: 1
- Funds Disbursed/Committed: \$41,219

Respectfully submitted,

Danielle Lakin

Executive Director

Marshalltown Central Business District



**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: Diana Steiner, Finance Director
Meeting Date: September 22, 2025
Re: Resolution Authorizing the Payment to the United States Treasury for the Arbitrage Owed From the 2020A Bonds and the Transfer of Funds from Fund 363 to Fund 362 to Cover Such Payment

Strategic Plan Objective:

Recommended:

Staff recommends paying the U.S. Treasury \$62,804.94 for the arbitrage rebate for the General Obligation Bond Series 2020A.

Budget Impact:

When amending the FY2026 Budget, this will be accounted for then.

Description/Background:

In September of 2020, the City issued tax-exempt General Obligation bonds totaling \$9,590,000 which were used to:

- *Refund \$3 million in older bonds with higher interest rates (2011B, 2014, 2012A (partial),
- *Purchase a new fire truck,
- *Improve the parking lot at the 6th Street softball field,
- *Pay for engineering fees and Union Pacific Railroad costs for the Quiet Zone Railroad Project,
- *Pay engineering fees for the downtown planning of Phase 2,
- *Reconstruct some of State Street,
- *Pay for some of the engineering fees for the downtown Center Street reconstruction,
- *Linn Creek trail improvements,
- *Improve tennis courts at the high school,
- *Storm water projects including 4th Street and Meadow Lane and Riverview park,
- *Bond closing costs.

Like many cities and counties, bonds issued in September of 2020 had very low interest rates. The City's arbitrage bond yield was .68676276%. As time passed, the rates on interest the City was earning increased. The rate difference between what we were paying for interest on the

bond and the amount we were earning in interest on the bond funds became bigger. The difference between the two rates is arbitrage.

The City uses Berens-Tate Consulting to compute any rebate that is due based on the IRS requirements. On the attached report, they indicate that \$62,804.94 is owed to the United States Treasury. Fred Reiser is available to answer your questions.

I would recommend that when the payment is made to the US Treasury, the Capital bond fund's share would be \$47,505.66 and the Storm Water Enterprise fund's share would be \$15,299.28 based on the cumulative arbitrage amounts on the report from Berens-Tate.

	Capital	Enterprise	Total
	Bond	Bond	before
	Fund 362	Fund 741	Credit
Future Value Report- Unrestricted	\$ 35,268.65	\$ 17,706.03	\$ 52,974.68
Future Value Report- Restricted	\$ 19,719.08	\$ -	\$ 19,719.08
	<u>\$ 54,987.73</u>	<u>\$ 17,706.03</u>	<u>\$ 72,693.76</u>
Allocation	75.64%	24.36%	
Total Payment to US Treasury	62,804.94	62,804.94	
Allocation 362.6021.	<u>47,505.66</u>		
Allocation 740.6021		15,299.28	

The arbitrage interest earned was part of the bond projects, so now a reallocation of expenses will need to be paid for by fund 363 via a transfer.

Attachments:

1. 2025-09-22_2025-208_Resolution Approving Allocation of Arbitrage Payment for the 2020A Bonds
2. Arbitrage Rebate Report for 2020A GO Bonds
3. IRS Form 8038-T Arbitrage Rebate for 2020A Series

**RESOLUTION AUTHORIZING THE PAYMENT TO THE UNITED STATES
TREASURY FOR THE ARBITRAGE OWED FROM THE 2020A BONDS AND
THE TRANSFER OF FUNDS FROM FUND 363 TO FUND 362 TO COVER
SUCH PAYMENT**

WHEREAS, the arbitrage computation has now been completed for the General Obligation tax-exempt bonds, series 2020A; and

WHEREAS, the interest rate earned from the bond proceeds was higher than the arbitrage bond yield and to maintain the tax-exempt status of these bonds, a payment of \$62,804.94 must be paid to the United States Treasury per IRS regulations before the end of October 2025; and

WHEREAS, \$47,505.66 will be paid from the original Capital Bond Fund 362 and \$15,299.28 will be paid from the Storm Water Enterprise Fund 740 based on the cumulative arbitrage amounts; and

WHEREAS, a reallocation of expenses in Capital Fund 362 will now need to be funded by Capital Fund 363 via a transfer.

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

Section 1. That the arbitrage payment of \$62,804.94 owed to the United States Treasury to maintain the tax-exempt status of the series 2020A bonds will be allocated between the Capital Fund 362 and Enterprise Fund 740 in the amounts of \$47,505.66 and \$15,299.28 respectively.

Section 2. The Finance Director is directed to transfer \$47,505.66 from Capital Fund 363 to Capital Fund 362.

Passed this 22nd day of September 2025, and signed this ____ day of September 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BERENS-TATE CONSULTING GROUP

SPECIALIZING IN TAX-EXEMPT BOND SERVICES

September 1, 2025

Diana Steiner
City of Marshalltown
24 North Center Street
Marshalltown, IA 50158-4911

RE: City of Marshalltown
Marshall County, Iowa
\$9,590,000 General Obligation Corporate Purpose and Refunding Bonds
Series 2020A

Dear Ms. Steiner:

The City of Marshalltown ("City") has requested that we prepare certain computations related to the above bonds ("Bonds") from September 28, 2020, the issue date of the Bonds, through August 31, 2025 ("Computation Period"). The scope of our engagement consisted of preparing computations to determine the rebate amount for the Bonds for the Computation Period under Section 148(f) of the Internal Revenue Code (as amended, and Final Regulations promulgated thereunder) and this report is not to be used for any other purpose.

In order to prepare these computations, the City provided us with certain closing documents for the Bonds, bond proceeds and withdrawal detail, and investment information. The attached exhibits were prepared using the aforementioned information, as described in the Summary of Computational and Source Information.

In our opinion, the computations contained in the attached exhibits that were prepared using the information provided, are mathematically accurate. In the attached exhibits, the computations reflect for the Computation Period a yield reduction amount of \$19,719.08 and there were positive arbitrage rebate earnings of \$43,085.86. The amount of \$62,804.94 must be paid to the United States Treasury by October 30, 2025. No further computations are necessary as long as the Debt Service Fund is operated as described in the Closing Certificate and no additional gross proceeds arise. We have no obligation to update this report because of events occurring, or information coming to our attention, subsequent to the date of this report.

Very truly yours,

Berens-Tate Consulting Group

CITY OF MARSHALLTOWN
ARBITRAGE REBATE REPORT

TABLE OF CONTENTS

EXHIBIT

Summary of Computational and Source Information	A
Arbitrage Rebate Report (Summary)	B
Future Value Report (Detail Calculation - Unrestricted)	C
Future Value Report (Detail Calculation - Restricted)	D
Notes to the Report	E

CITY OF MARSHALLTOWN

SUMMARY OF COMPUTATIONAL AND SOURCE INFORMATION

COMPUTATIONAL INFORMATION

1. The issue date of the Bonds is September 28, 2020.
2. Computations of the bond yield and future values are based upon a 30-day month, 360-day year, and semiannual compounding.
3. The initial offering price of the Bonds is \$9,756,839.30 (\$9,590,000 par plus \$166,839.30 original issue premium).
4. For cash flow and yield computation purposes, all payments and receipts are assumed to be paid or received, respectively, as shown in the attached schedules.

SOURCE INFORMATION

The information used to complete the rebate calculation was obtained from the following sources:

BOND DETAIL**SOURCE**

Issue date

IRS Form 8038-G

Amounts and payment dates of
principal and interest

Official Statement

Initial offering price

IRS Form 8038-G

Deposit and withdrawal of bond proceeds

Statements provided by the City

INVESTMENTS

Detail of all investment transactions

Statements provided by the City

**City of Marshalltown
Marshall County, Iowa
\$9,590,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2020A**

**Arbitrage Rebate And Yield Reduction Summary
As of August 31, 2025**

ARBITRAGE REBATE

Cumulative Arbitrage on Unrestricted Funds Exhibit C	\$43,085.86
Value of Previous Payments	<u>-</u>
Rebate Obligation	<u><u>\$43,085.86</u></u>

YIELD REDUCTION PAYMENT

Cumulative Liability on Restricted Funds Exhibit D	\$19,719.08
Value of Previous Payments	<u>-</u>
Net Earnings on Restricted Funds	<u><u>\$19,719.08</u></u>
Yield Reduction Payment Required	<u><u>\$19,719.08</u></u>
Total Payment Due	<u><u>\$62,804.94</u></u>

City of Marshalltown
Marshall County, Iowa
\$9,590,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2020A

Future Value Report - Unrestricted
As of August 31, 2025

	Computation Receipt	Future Values @ 0.68676276%	Cumulative Arbitrage	Investment Yield	
Fund 362	\$0.00	\$35,268.65	\$35,268.65	1.59236029%	61 cashflows
Fund 741	0.00	17,706.03	17,706.03	1.19202630%	45 cashflows
Fund 032	0.00	0.00	0.00	0.00000000%	2 cashflows
Computation Credit	0.00	(9,888.82)	(9,888.82)		5 cashflows
Total	\$0.00	\$43,085.86	\$43,085.86		

Date	Fund 362	Fund 741	Fund 032	Computation Credit			Periods
09/28/2020	(\$2,493,615.46)	(\$3,106,442.42)	(\$1,099,999.67)				9.85000000
09/28/2020			1,099,999.67				9.85000000
09/28/2020	342,000.00						9.85000000
09/28/2020	4,226.00						9.85000000
10/27/2020	7,067.56						9.68888889
10/27/2020	64.06						9.68888889
12/15/2020	1,149.50						9.42222222
01/12/2021	1,488.00						9.27222222
01/26/2021	342,000.00						9.19444444
01/26/2021	17,282.27						9.19444444
02/09/2021	10,311.00						9.12222222
02/23/2021	7,647.02						9.04444444
02/26/2021	2,415.00						9.02777778
02/26/2021	8,050.30						9.02777778
03/23/2021	3,804.00						8.87777778
03/23/2021	16,776.00						8.87777778
04/27/2021	4,127.50						8.68888889
04/27/2021	34,951.00						8.68888889
05/25/2021	930.00						8.53333333
05/25/2021	9,532.00						8.53333333
06/15/2021	244,212.30						8.42222222
06/15/2021	3,672.50						8.42222222
06/15/2021	352.83						8.42222222
06/29/2021	5,000.00						8.34444444

EXHIBIT C

Date	Fund 362	Fund 741	Fund 032	Computation Credit			Periods
07/13/2021	130,787.70						8.26666667
07/13/2021	1,682.50						8.26666667
07/13/2021	13,307.53						8.26666667
07/27/2021	756.00						8.18888889
08/10/2021	652.50						8.11666667
09/28/2021	3,217.50						7.85000000
09/28/2021	2,441.50						7.85000000
10/26/2021	1,292.50						7.69444444
11/09/2021	36,346.05						7.62222222
12/14/2021	527.50						7.42777778
12/14/2021	216,748.55						7.42777778
03/15/2022	1,034.50						6.92222222
04/12/2022	589.50						6.77222222
06/30/2022	2,097.45						6.33333333
08/09/2022	334.00						6.12222222
08/23/2022	3,213.02						6.04444444
09/13/2022	1,289.00						5.93333333
09/13/2022	1,334.00						5.93333333
10/11/2022	13,090.75						5.77777778
11/15/2022	6,615.00						5.58888889
12/13/2022	7,536.50						5.43333333
01/10/2023	2,772.75						5.28333333
01/24/2023	250.50						5.20555556
01/24/2023	1,206.50						5.20555556
01/24/2023	5,770.00						5.20555556
02/14/2023	22,669.00						5.09444444
03/28/2023	46,792.00						4.85000000
04/25/2023	267.00						4.70000000
04/25/2023	39,153.00						4.70000000
05/23/2023	356.00						4.54444444
05/23/2023	34,244.00						4.54444444
06/27/2023	41,595.50						4.35555556
06/27/2023	(18,247.81)						4.35555556
08/15/2023	256.00						4.08888889
08/15/2023	29,970.00						4.08888889
08/15/2023	17,694.50						4.08888889
09/26/2023	5,649.20						3.86111111
09/28/2023	811,841.01						3.85000000
09/28/2020		6,942.00					9.85000000
09/28/2020		42,859.42					9.85000000
09/28/2020		20,765.97					9.85000000
09/28/2020		34,467.84					9.85000000

EXHIBIT C

Date	Fund 362	Fund 741	Fund 032	Computation Credit		Periods
09/28/2020		1,176.91				9.85000000
09/28/2020		2,385.19				9.85000000
09/28/2020		11,408.98				9.85000000
09/28/2020		26,308.42				9.85000000
09/28/2020		7,733.82				9.85000000
09/28/2020		32,165.15				9.85000000
10/27/2020		105.22				9.68888889
10/27/2020		11,609.24				9.68888889
02/09/2021		12,205.92				9.12222222
02/23/2021		100.00				9.04444444
02/23/2021		100.00				9.04444444
02/23/2021		435.52				9.04444444
02/23/2021		400.00				9.04444444
02/23/2021		1,726.16				9.04444444
05/11/2021		160,686.04				8.61111111
05/25/2021		8,157.65				8.53333333
06/15/2021		259,274.90				8.42222222
06/30/2021		(105.22)				8.33333333
06/30/2021		105.22				8.33333333
07/13/2021		367,145.98				8.26666667
09/14/2021		27,259.30				7.92777778
09/14/2021		537,262.43				7.92777778
10/25/2021		537,262.43				7.70000000
11/09/2021		210.00				7.62222222
12/28/2021		62,985.00				7.35000000
01/25/2022		30,608.05				7.20000000
01/25/2022		243,260.37				7.20000000
03/15/2022		30,399.05				6.92222222
04/12/2022		1,243.00				6.77222222
04/26/2022		46,250.00				6.69444444
04/26/2022		41,786.02				6.69444444
04/26/2022		41,851.30				6.69444444
04/26/2022		180.00				6.69444444
06/01/2022		(210.00)				6.50000000
06/14/2022		4,633.48				6.42777778
06/28/2022		31,372.80				6.35000000
07/12/2022		161,282.03				6.27222222
09/13/2022		28.93				5.93333333
09/13/2022		1,629.63				5.93333333
10/11/2022		339,627.93				5.77777778
08/31/2021				(\$1,780.00)		8.00000000
08/31/2022				(1,830.00)		6.00000000

EXHIBIT C

Date	Fund 362	Fund 741	Fund 032	Computation Credit			Periods
08/31/2023				(1,960.00)			4.00000000
08/31/2024				(2,070.00)			2.00000000
08/31/2025				(2,120.00)			0.00000000
	\$60,576.08	\$40,639.66		(\$9,760.00)			

2

**City of Marshalltown
Marshall County, Iowa
\$9,590,000 General Obligation Corporate Purpose and Refunding Bonds, Series 2020A**

**Future Value Report - Restricted
As of August 31, 2025**

	Computation Receipt	Future Values @ 0.68676276%	Cumulative Arbitrage	Investment Yield	
Fund 362	\$0.00	\$19,719.08	\$19,719.08	4.43081359%	15 cashflows
Total	\$0.00	\$19,719.08	\$19,719.08		

Date	Fund 362						Periods
09/28/2023	(\$811,841.01)						3.85000000
10/24/2023	5,196.50						3.70555556
11/14/2023	16,388.50						3.59444444
11/28/2023	2,150.76						3.51666667
11/28/2023	891.50						3.51666667
12/12/2023	6,304.50						3.43888889
01/23/2024	24,127.00						3.21111111
02/13/2024	4,624.50						3.10000000
02/27/2024	1,900.04						3.02222222
03/12/2024	4,028.00						2.93888889
04/23/2024	7,324.00						2.71111111
05/29/2024	784.00						2.51111111
05/29/2024	18,208.50						2.51111111
06/01/2024	734,813.99						2.50000000
06/25/2024	8,221.50						2.36666667
	\$23,122.28						

CITY OF MARSHALLTOWN

NOTES TO THE REPORT

1. The bond year-end may be chosen by the City, but must fall within 365 days of the bond delivery date. We used August 31st as the bond year-end.
2. No provision has been made in this report for any debt service fund. Under Section 1.148-(3)(k) of the Treasury Regulations, a "bona fide debt service fund" for bonds issued after June 30, 1993, is not subject to rebate if the average annual debt service on the corresponding bonds is less than \$2,500,000. It appears this provision applies to the Bonds. 28
3. Purchase and sale prices of all investments are assumed to be at fair market value, exclusive of administrative or similar expenses, and representative of an arm's length transaction which did not artificially reduce the rebate amount for the Bonds. We did not analyze the investment purchases or sales to determine if they were completed at fair market value or complied with the safe harbors. We have assumed that withdrawals represent bona fide expenditures for tax purposes on the date withdrawn. In addition, we have undertaken no responsibility to review the tax-exempt status of interest on the Bonds.
4. Bond proceeds of \$1,632,439 were used to reimburse the City for previously incurred project expenditures. We assumed the 1) expenditures did not exceed the allowable de minimis amount, 2) expenditures were for preliminary expenditures, or 3) City had the proper reimbursement resolution or other documentation supporting its intent to issue bonds to reimburse prior expenditures.
5. 2020A Bond proceeds of \$3,000,000 were used to current refund the following bonds ("Prior Bonds"):
 - General Obligation Corporate Purpose Bonds, Series 2011B
 - General Obligation Corporate Purpose Bonds, Series 2014
 - A portion of the General Obligation Corporate Purpose Bonds, Series 2012A

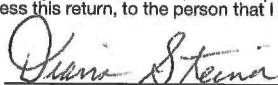
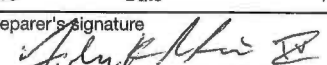
Proceeds from the 2020A Bonds were used to redeem the outstanding Prior Bonds on October 1, 2020. It is our understanding that funds related to the Prior Bonds have been spent. Therefore, there were no transferred proceeds related to the refunding.

The 2020A Bond proceeds used for the redemption have met the requirements of the six-month spending exception as described in Section 148(f) of the Internal Revenue Code (as amended and Final Regulations promulgated thereunder). Therefore, we have not included them in the calculation.

6. Bond proceeds in the Project Fund were invested in the City's investment pool. We have assumed that the weighted average maturity of the investments in the pooled account is less than 18 months. Interest earnings have been allocated to the Project Fund based on the investment pool monthly earnings rate.

**Arbitrage Rebate, Yield Reduction
and Penalty in Lieu of Arbitrage Rebate**
▶ Under Sections 143(g)(3) and 148(f)
and Section 103(c)(6)(D) of the Internal Revenue Code of 1954

OMB No. 1545-1219

Part I Reporting Authority		Check box if Amended Return ☐	
1 Issuer's name City of Marshalltown, Iowa		2 Issuer's employer identification number (EIN) 42-6004934	
3 Number and street (or P.O. box no. if mail is not delivered to street address) 24 N. Center Street	Room/suite	4 Report number (For IRS Use Only) 7	
5 City, town, or post office, state, and ZIP code Marshalltown, Iowa 50158		6 Date of issue 9/28/2020	
7 Name of issue General Obligation Corporate Purpose and Refunding Bonds, Series 2020A		8 CUSIP number 572767 ZR5	
9 Name and title of officer of the issuer or other person whom the IRS may call for more information Diana Steiner, Finance Director		10 Telephone number of officer or other person 641-754-5760	
11 Type of issue ▶ Constructing various capital improvements; current refunding		Issue price ▶	11 9,756,839.30
Part II Arbitrage Rebate and Yield Reduction Payments			
12 Computation date to which this payment relates (MM/DD/YYYY)		8/31/2025	Amount
13 Arbitrage rebate payment (see instructions) ☐ check box if less than 100% of rebate amount		13	43,085.86
14 Yield reduction payment (see instructions) ☐ check box if less than 100% of yield reduction amount		14	19,719.08
15 Rebate payment from Qualified Zone Academy Bond (QZAB) defeasance escrow (see instructions)		15	
Part III Penalty in Lieu of Arbitrage Rebate			
16 Number of months since date of issue: ☐ 6 mos ☐ 12 mos ☐ 18 mos ☐ 24 mos ☐ Other. No. of mos ▶			
17 Penalty in lieu of rebate		17	
18 Date of termination election (MM/DD/YYYY)			
19 Penalty upon termination		19	
Part IV Late Payments			
20 Does failure to pay timely qualify for waiver of penalty (see instructions) Yes ☐ No ☐			
21 Penalty for failure to pay on time (see instructions)		21	
22 Interest on underpayment (see instructions)		22	
Part V Total Payment			
23 Total payment. Add lines 13, 14, 15, 17, 19, 21, and 22. Enter total here		23	62,804.94
Part VI Miscellaneous			
24 Unspent proceeds as of this computation date		24	0.00
25 Proceeds used to redeem bonds		25	0.00
26 Gross proceeds used for qualified administrative costs for guaranteed investment contracts (GICs) and defeasance escrows		26	0.00
27 Fees paid for a qualified guarantee		27	0.00
28 Is the issue a variable rate issue?		28	Yes No ☐ ☒
29 Did the issuer enter into a hedge? Name of provider _____ Term of hedge _____		29	☐ ☒
30 Were gross proceeds invested in a GIC? Name of provider _____ Term of GIC _____		30	☐ ☒
31 Were any gross proceeds invested beyond an available temporary period?		31	☒ ☐
32 Calculations for filing of this form prepared by: ☐ Issuer ☒ Preparer: Berens-Tate Consulting Group			
Signature and Consent	Under penalties of perjury, I declare that I have examined this return, and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.		
	Signature of issuer's authorized representative  Date 9-22-2025 Type or print name and title Diana Steiner, Finance Director		
Paid Preparer Use Only	Print/Type preparer's name Frederick R Rieser IV		Preparer's signature 
	Firm's name ▶ Berens-Tate Consulting Group		Date 9/2/2025 Check ☐ if self-employed PTIN P01477022
	Firm's address ▶ 11414 West Center Road, Suite 215, Omaha, NE 68144-4487		Firm's EIN ▶ 47-0731211 Phone no. 402-391-6188

For Paperwork Reduction Act Notice, see the separate instructions.

Cat. No. 11545Y

Form **8038-T** (Rev. 4-2011)



**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: September 22, 2025
Re: Resolution Rejecting All Bids for the 21 West Main Street Doghouse Project, PRC21022, in the City of Marshalltown, Iowa

Strategic Plan Objective:

This project supports expanding and improving development in the community by investing in downtown redevelopment and stabilizing City-owned property to encourage future private investment. It also demonstrates the City's commitment to visible progress in the Main Street corridor while ensuring compliance with Iowa Code Chapter 26 through a transparent competitive bidding process.

Recommended:

Staff recommends approval of the resolution rejecting all bids received for the 21 W. Main Doghouse Rebuild and Stabilization Project and authorizing staff and the engineer to revise and rebid the project beginning with the October 13, 2025, City Council meeting.

Budget Impact:

Funding for the project will continue to come from Local Option Sales Tax (LOST) funds previously designated by the City Council in April 2023 as part of the Downtown Revitalization Project. Rejecting the current bid and rebidding may result in a contract that is more consistent with the engineer's estimate and the available project budget.

Description/Background:

On July 28, 2025, the City Council ordered construction and approved preliminary plans and specifications for the 21 W. Main Street Doghouse Rebuild and Stabilization Project. Bids were opened on September 16, 2025. Only one bid was received, and the base bid was substantially higher than the engineer's estimate.

Staff recommends rejecting the bid and pausing the project timeline. During this pause, staff will have conversations with contractors to encourage broader participation and more competitive pricing when the project is rebid. This approach will help ensure responsible use of public funds while maintaining the City's commitment to downtown revitalization.

The project will be brought back to Council at a later date with a new resolution to order construction, approve plans and specifications, and set a new public hearing date.

Attachments:

1. Resolution Rejecting Bid on Doghouse Project
2. Bid Tabulation 21 W Main Dog House Rebuild and Stabalization 092025
3. Tometich Bid Review - Doghouse Bid TE Response Letter
4. Project Manual_21 W Main Doghouse Rebuild and Stabilization
5. Plan Set_21 W Main Doghouse Rebuild and Stabilization
6. Cost Estimate_21 W Main Doghouse Rebuild and Stabilization
7. 2025-03-10_DISCUSSION2 - 21 W Main Rear Pictures
8. 2023-04-24_2023-086_SIGNED Resolution Approving LOST 21 and 23 W Main St DTR

**RESOLUTION REJECTING ALL BIDS FOR THE 21 WEST MAIN STREET
DOGHOUSE PROJECT, PRC21022, IN THE CITY OF MARSHALLTOWN, IOWA**

WHEREAS, notice to bidders was duly given as required by law with publication in the Marshalltown Times Republican for the 21 West Main Street Doghouse Project, in the City of Marshalltown, as described in the plans and specifications; and

WHEREAS, there was filed with the City Clerk in response to the published notice to the bidders referred to above, proposals for the construction of the above designated improvements; and

WHEREAS, after consideration of all bids filed, it was determined that all bids should be rejected.

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

Section 1. That all bids received and opened, for the 21 West Main Street Doghouse Project, PRC21022, shall be rejected as the lone bid was substantially greater than the engineer's estimate.

Passed this 22nd day of September 2025, and signed this _____ day of September 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

21 W. Main Doghouse Rebuild and Stabalization Project
CITY OF MARSHALLTOWN, IOWA
BIDS DUE: 10:00 AM - Tuesday, September 16, 2025

10% Bid Bond Required
 No Addendums

Base Alternate 1 Alternate 2

\$149,399 \$32,670 \$8,860

Engineer's Opinion of Probable Cost

Bidder	Unverified Bid Amount	Unverified Alt. 1 Bid	Unverified Alt. 2 Bid	Unverified Total	10% Bid Bond Recieved	Check or Bond	Initials of Recorder
1. <i>RH Grebow Construction</i>	\$ 198,000	84,000	21,000	303,000	570	Bond	Dm
2. _____	\$ _____	_____	_____	_____	_____	_____	_____
3. _____	\$ _____	_____	_____	_____	_____	_____	_____
4. _____	\$ _____	_____	_____	_____	_____	_____	_____
5. _____	\$ _____	_____	_____	_____	_____	_____	_____
6. _____	\$ _____	_____	_____	_____	_____	_____	_____
7. _____	\$ _____	_____	_____	_____	_____	_____	_____
8. _____	\$ _____	_____	_____	_____	_____	_____	_____
9. _____	\$ _____	_____	_____	_____	_____	_____	_____
10. _____	\$ _____	_____	_____	_____	_____	_____	_____



Tometch Engineering, Inc.

consulting structural engineers

10501 Buena Vista Ct.

Urbandale, IA 50322

Date: September 17, 2025

Job Number: U25-150

City of Marshalltown
24 N Center Street
Marshalltown, IA

Attn: Debbie Millizer

I have reviewed the bids for the 21 W Main Doghouse Demolition and Rebuild located in Marshalltown, Iowa. See below table for breakdown of bidders and bid information.

BIDDER	BASE BID VALUE	ALTERNATE 1	ALTERNATE 2	TOTAL
RH Grabua Construction	\$198,000	\$84,000	\$21,000	\$303,00
Engineering Estimate*	\$149,299	\$32,670	\$8,860	\$190,929

*Note, the engineering estimate did not include the added back paving removal and replacement that was added to the addendum

Please see below review and recommendations.

Responsiveness/Responsibility

The bid from RH Grabua was not broken down with each item, but after comparing base bid values it does appear to represent a number that would be complete and in conformance with the project.

Reasonableness & Variance Analysis

The bid from RH Grabua appears reasonable given current market/labor conditions. The difference in base bid values is likely attributed to the addition of the back paving improvements and the difficulty of the site and variability of asbestos remediation at the roof parapet.

A much greater difference between the estimates for the shotcrete stabilization is observed. This could be attributed to the difficulty of the site access, or construction staging for the shotcrete application.

Options

Marshalltown will have the options of awarding the project or rebidding. With the current preferred completion date of end of December, it is our opinion that searching for 'value-engineering' ideas, and re-completing the pre-bid phases will likely make that date unachievable. Extending the completion window could give opportunities for more bidders which may become better pricing, but it's difficult to say precisely if there would be much benefit.

Alternates

Tometch Engineering recommends rejecting Alternates 1 and 2. It is our opinion that if a future owner of the building wanted to explore further stabilization of the wall, they could work directly with a mason to determine similar or alternative stabilization methods that would price lower than the RH Grabua bids.

Conclusions

Tometich Engineering recommends accepting the base bid (no alternates) from RH Grabua Construction for \$198,000.

If Marshalltown preferred, they could discuss with RH Grabua the acceptability of moving forward with the base bid, while setting up an additional site meeting with Tometich, RH Grabua, and their mason to discuss potential value-engineering alternatives for the wall stabilization. The alternates could potentially be re-bid with RH Grabua to determine if Marshalltown would want to add them back into the project or reject completely.

Please call if I may be of further assistance.

Prepared By:

Signature: _____ Date: September 17, 2025
Luke Logan, PE

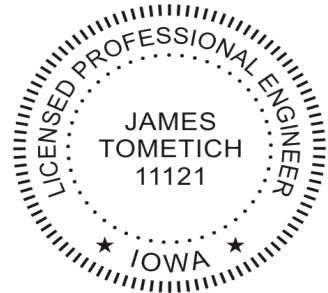
Certification:

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

Signature: _____ Date: September 17, 2025
Jim E. Tometich, PE

Registration #: 11121

My Registration Expires December 31, 2026



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.
---	--

	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

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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

Joel Greer, 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 course 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 darried. 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: As 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 gauge 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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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 + (12'-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 SPLICES THE GREATER OF 48 BAR DIAMETERS OR 2'-0" IN FOOTINGS & FOUNDATIONS AND SLABS-ON-GRADE UNLESS NOTED OTHERWISE. REINFORCING SPLICES AT ALL OTHER LOCATIONS SHALL HAVE CLASS B TENSION SPLICES.

SPLICES 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.

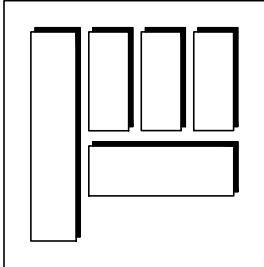
CONTINUOUS FOOTING SCHEDULE

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

TOMETICH ENGINEERING, INC.
10501 Buena Vista Court Urbandale, IA 50322
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http://www.tometichengineering.com

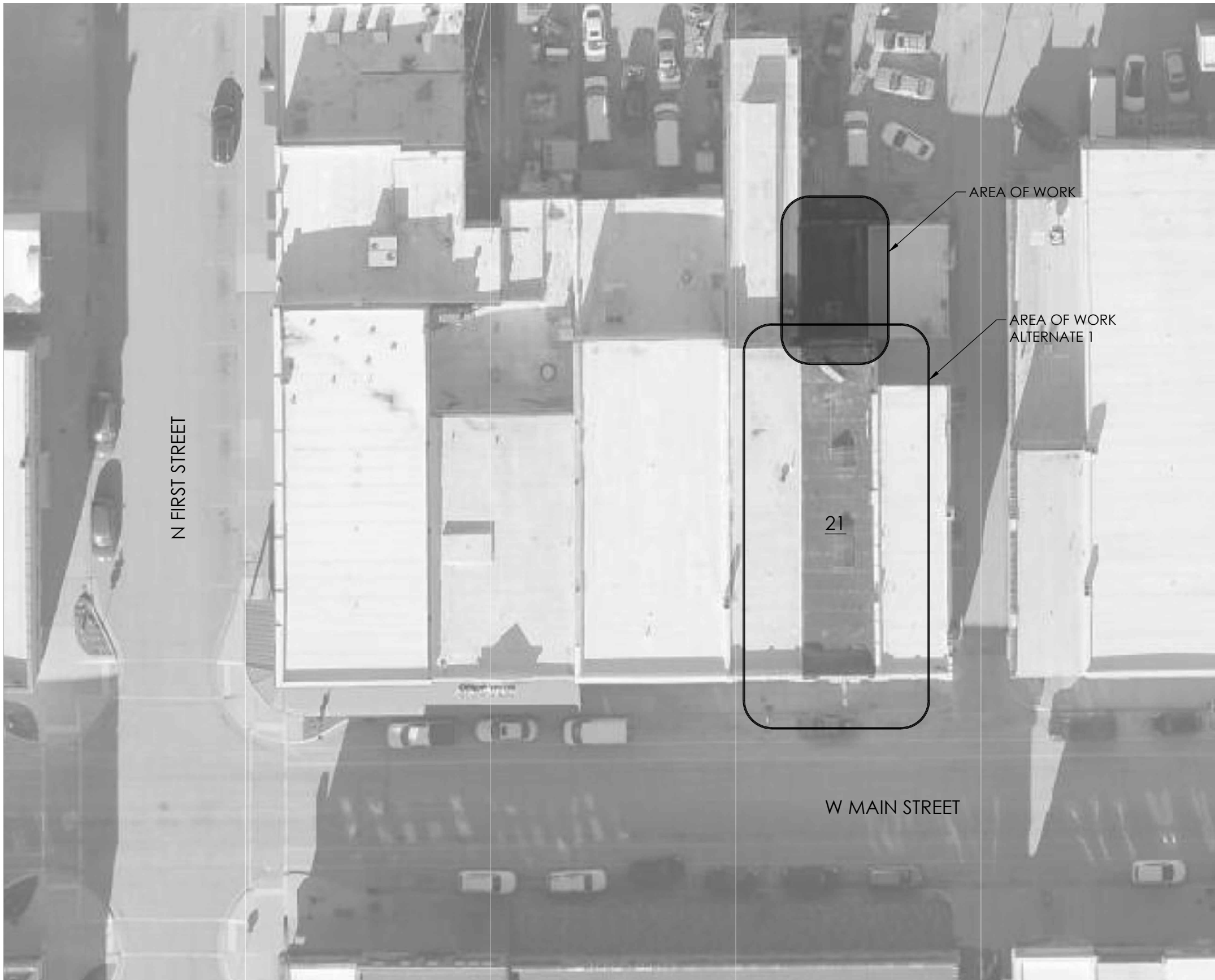


BACK OF BUILDING DOG HOUSE REBUILD
21 W MAIN STREET
MARSHALLTOWN, IOWA

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

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

S1



KEY PLAN

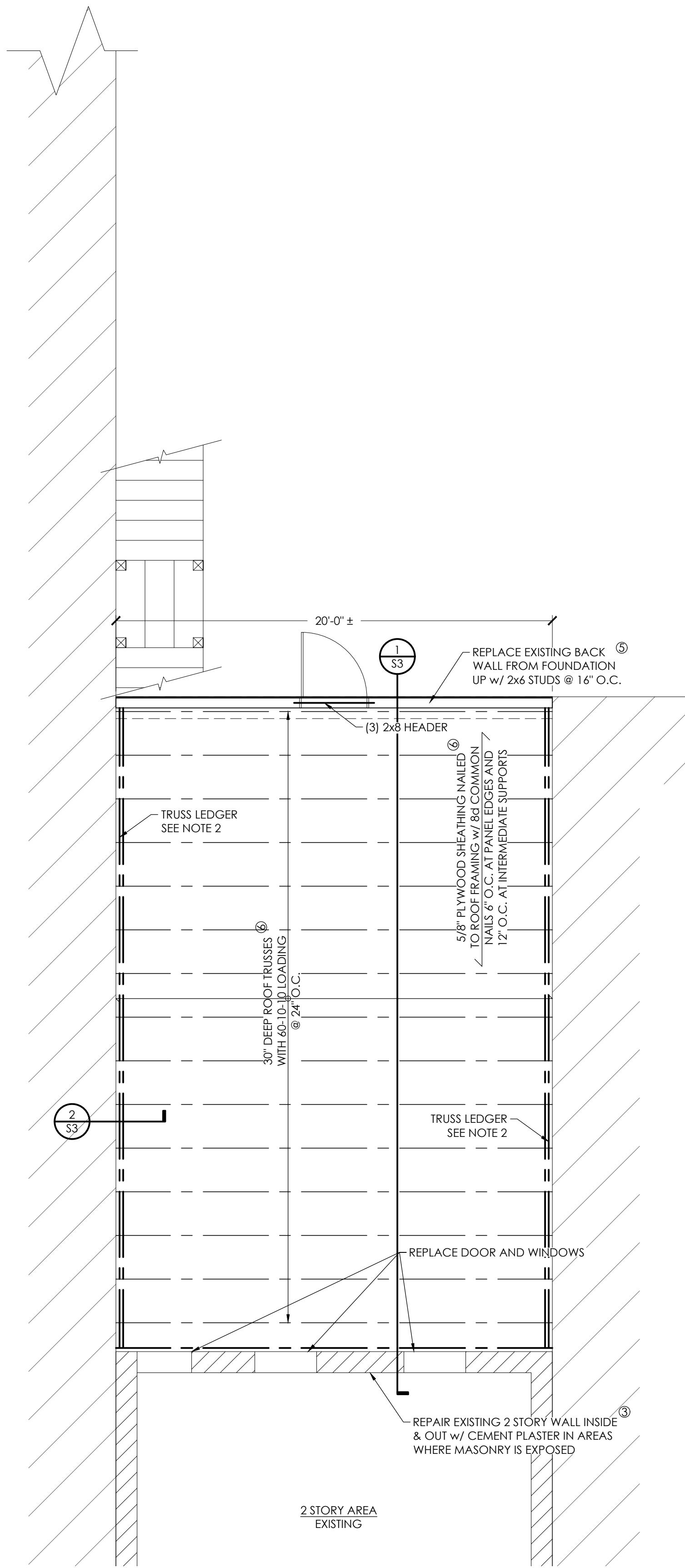
SCALE: N.T.S.



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

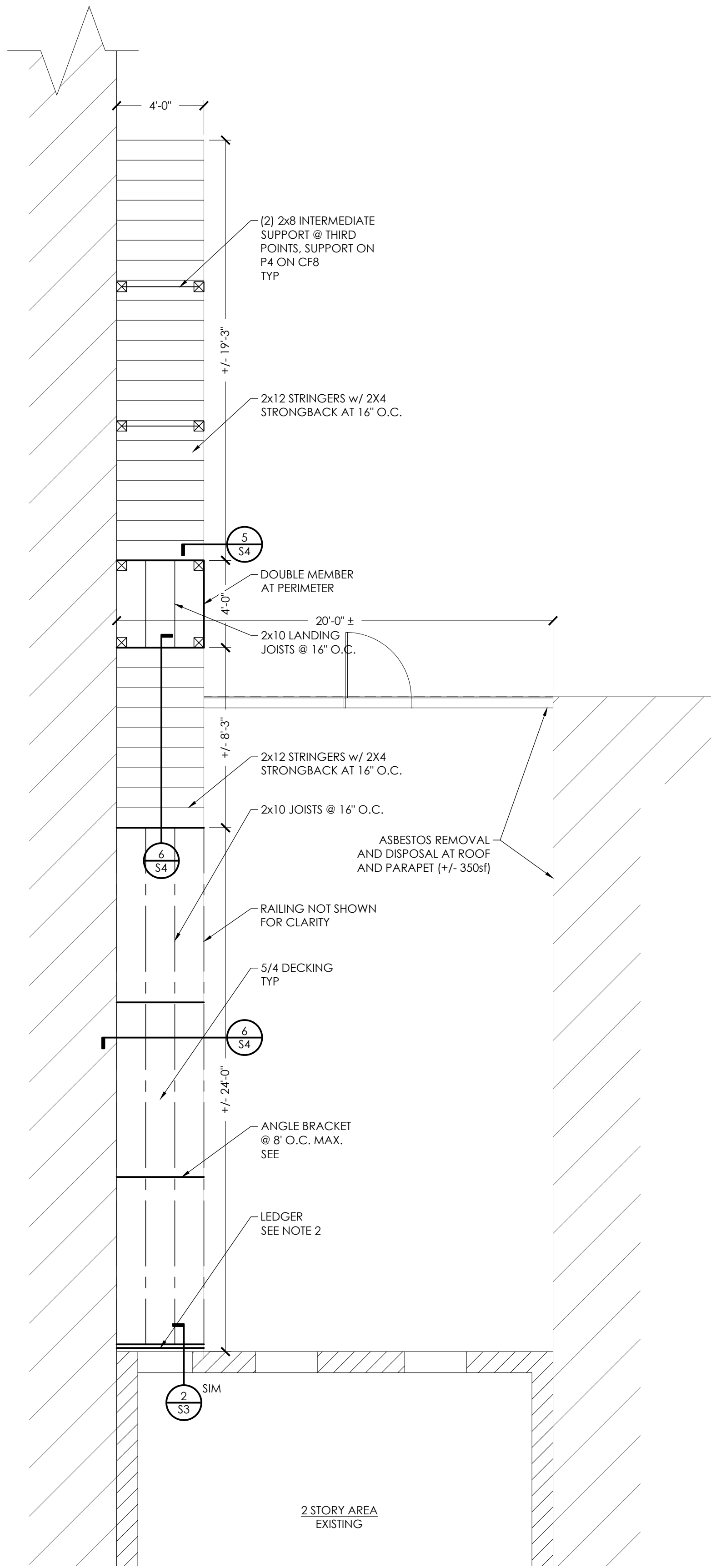
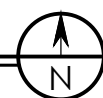


NOTES:

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

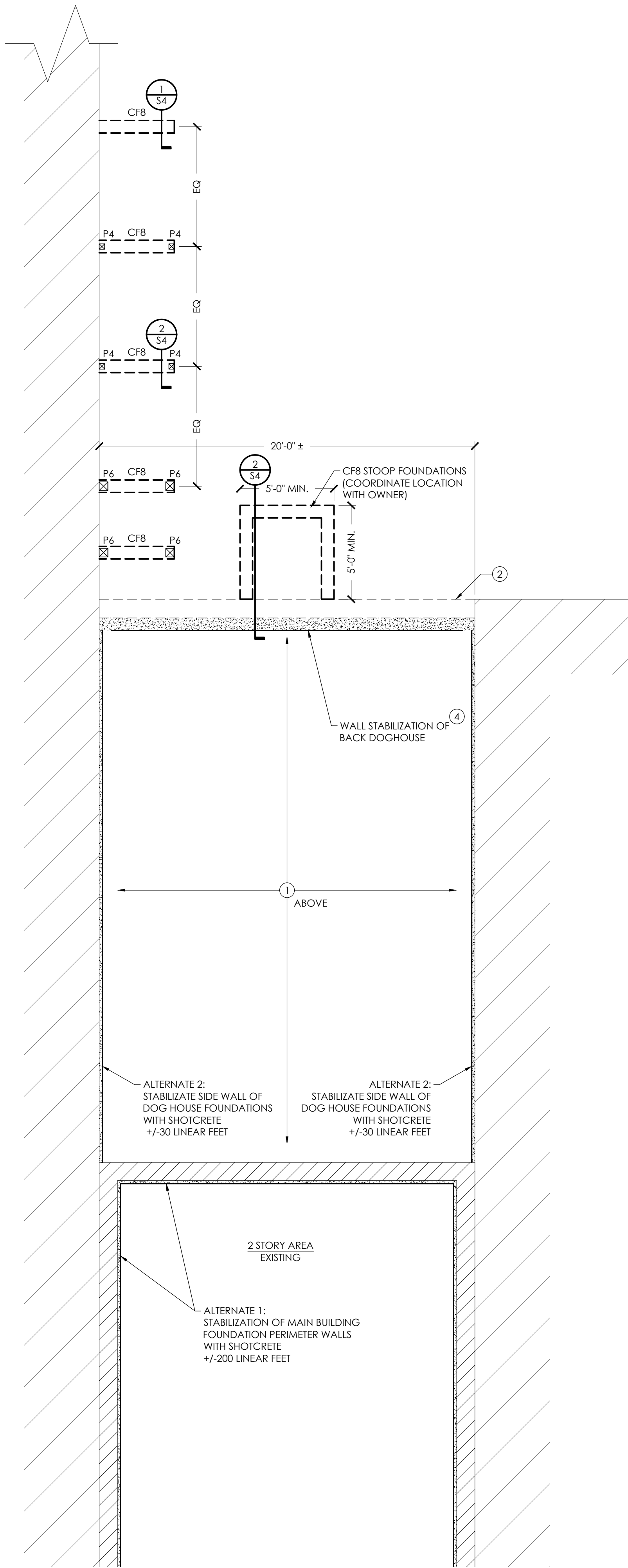
PARTIAL PLAN VIEW @ REAR OF BUILDING

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

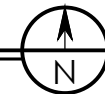


PARTIAL PLAN VIEW @ REAR OF BUILDING

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

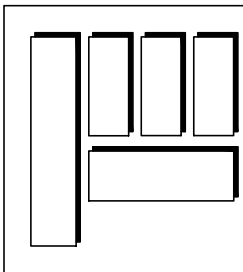


SCALE: 1/4" = 1'-0"



FOR APPROVAL

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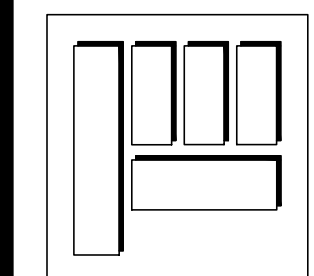
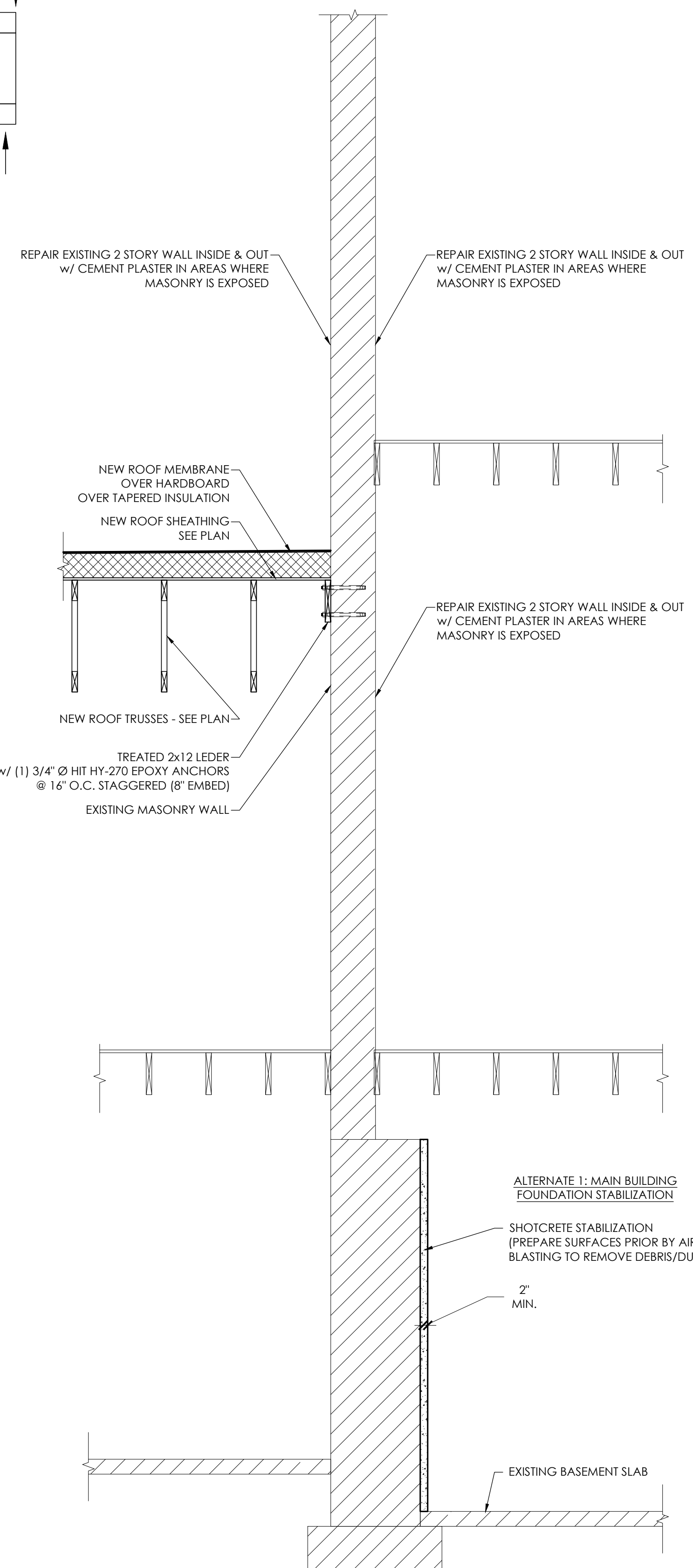
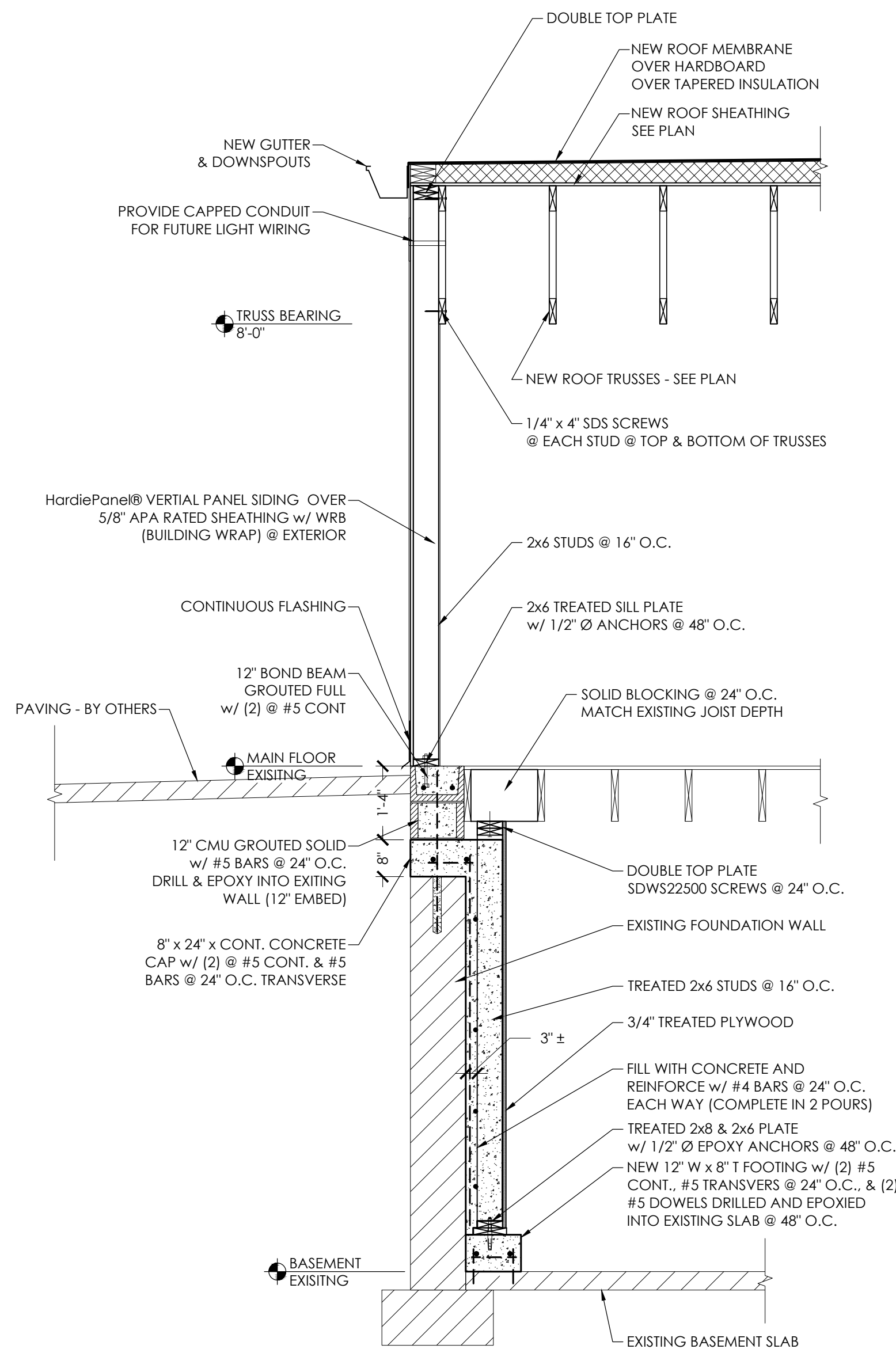
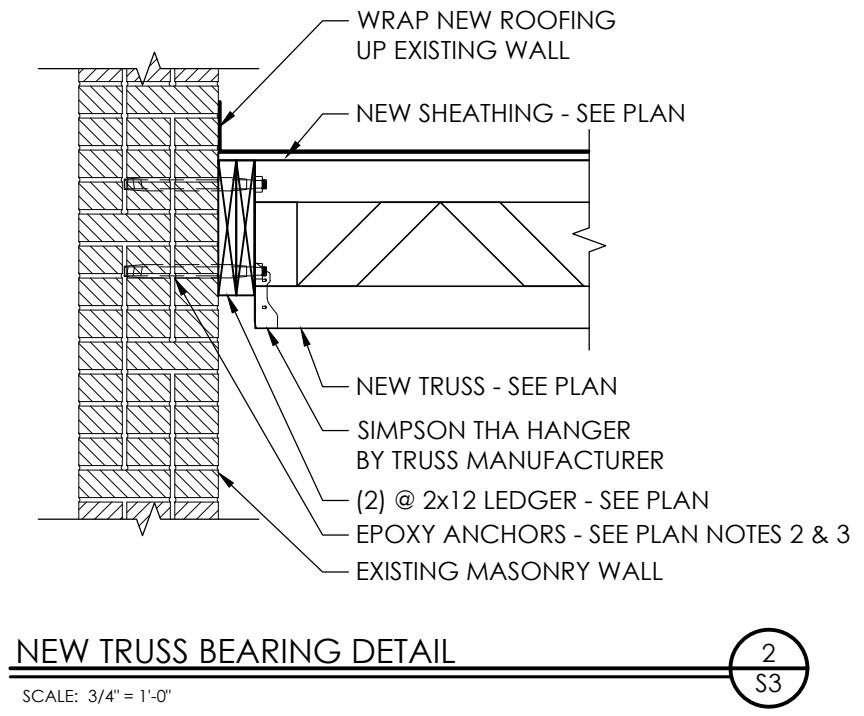
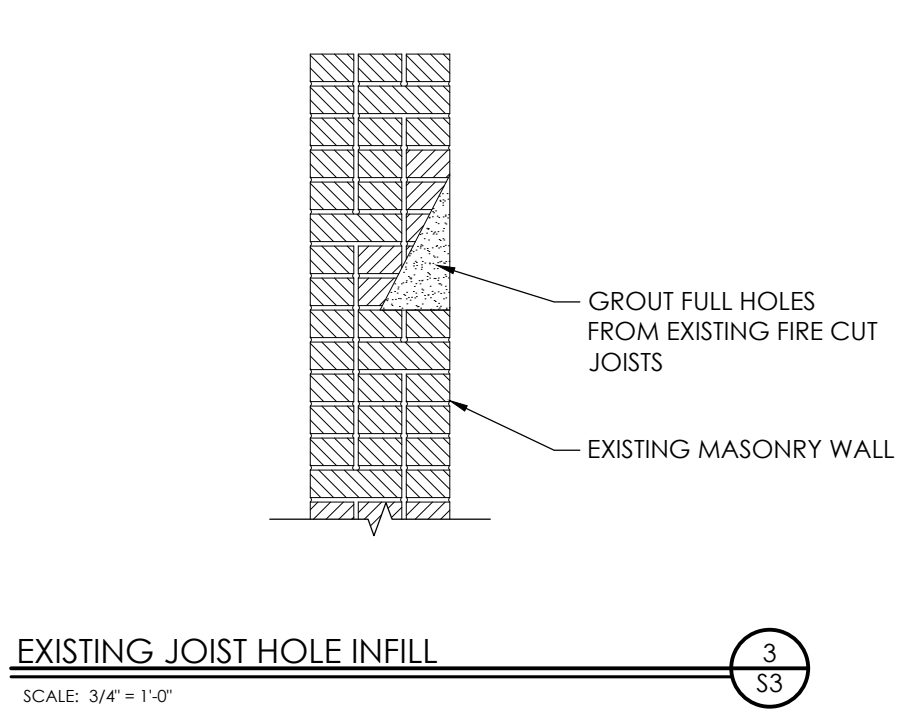
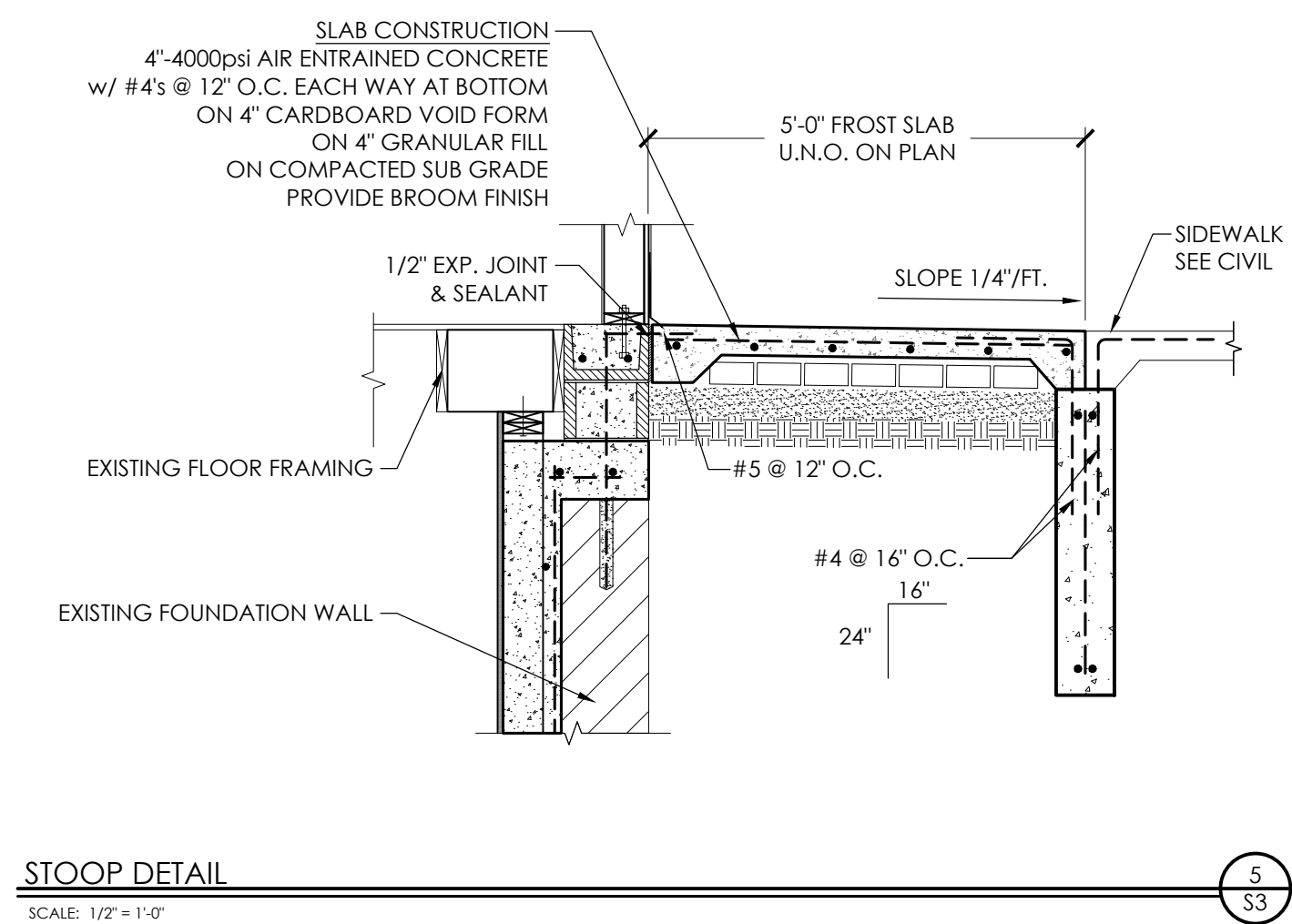
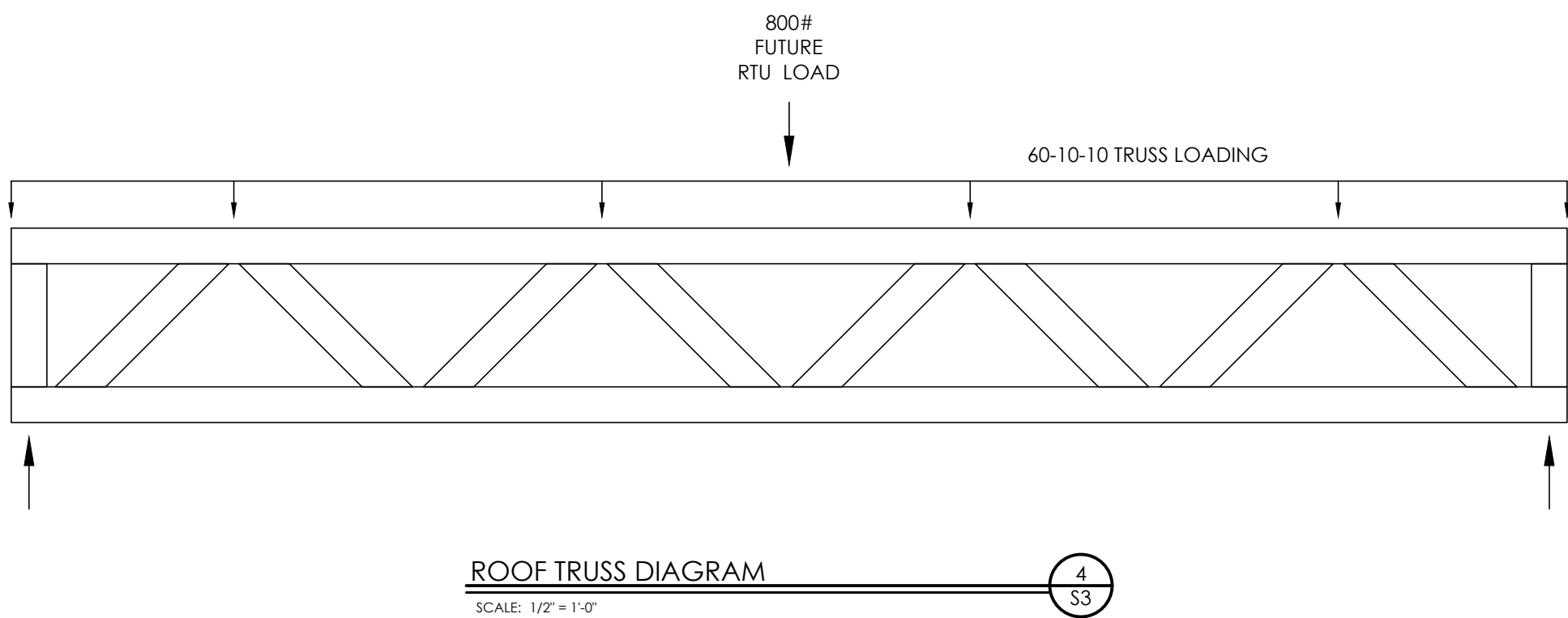


BACK OF BUILDING DOG HOUSE REBUILD
21 W MAIN STREET
MARSHALLTOWN, IOWA

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

DATE: 7/7/25
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S2



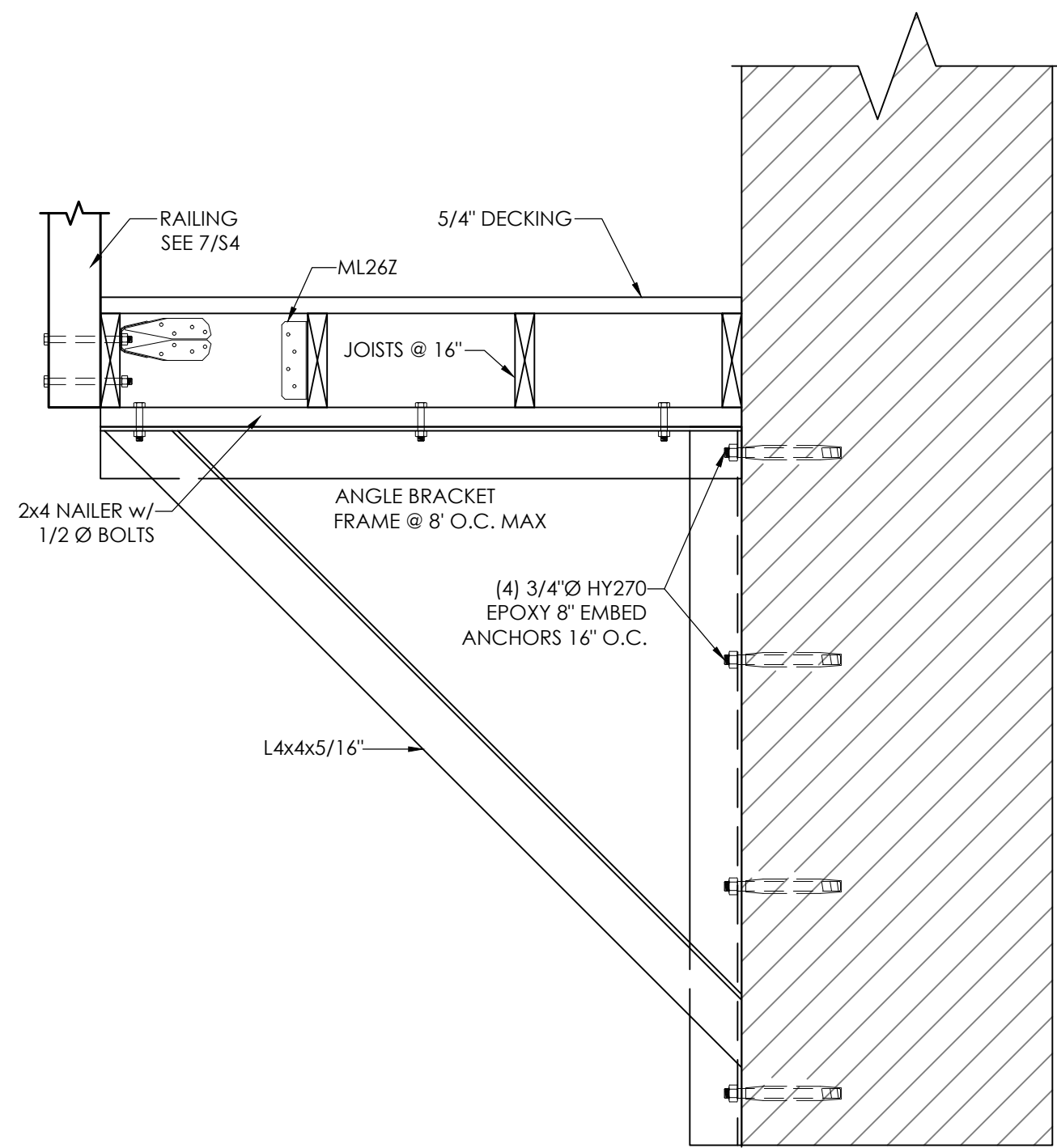
BACK OF BUILDING DOG HOUSE REBUILD
21 W MAIN STREET
MARSHALLTOWN, IOWA

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

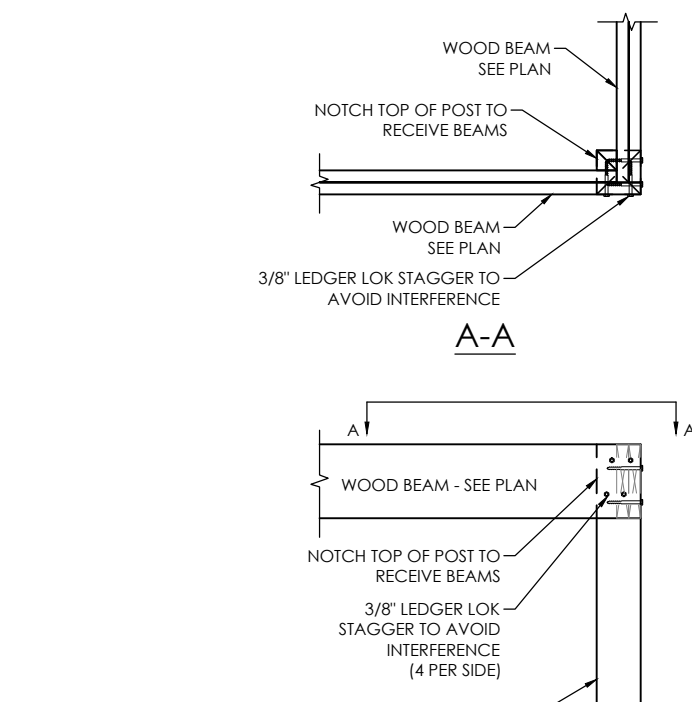
DATE: 7/7/25
FILE: U25-150
ENG: LJJ DSN: CJA

S3

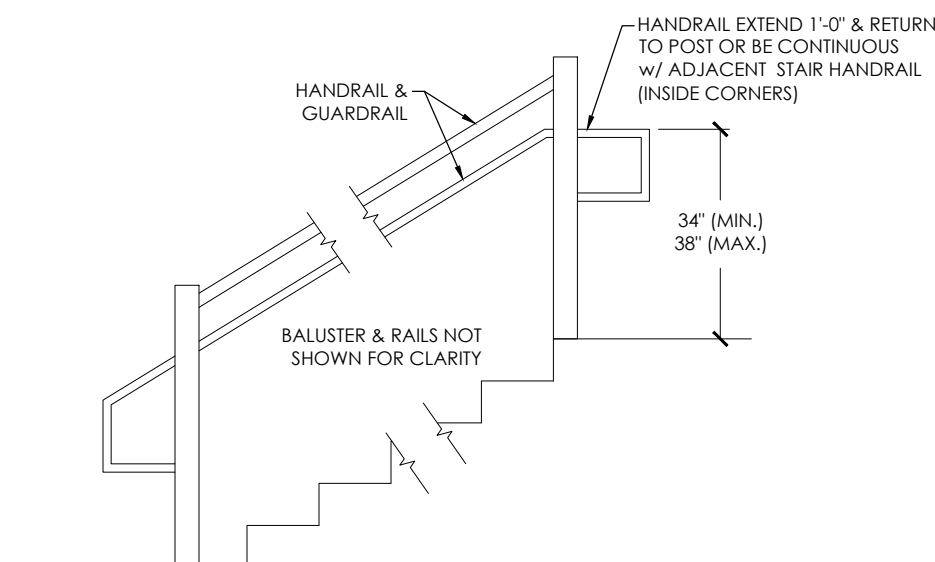
FOR APPROVAL



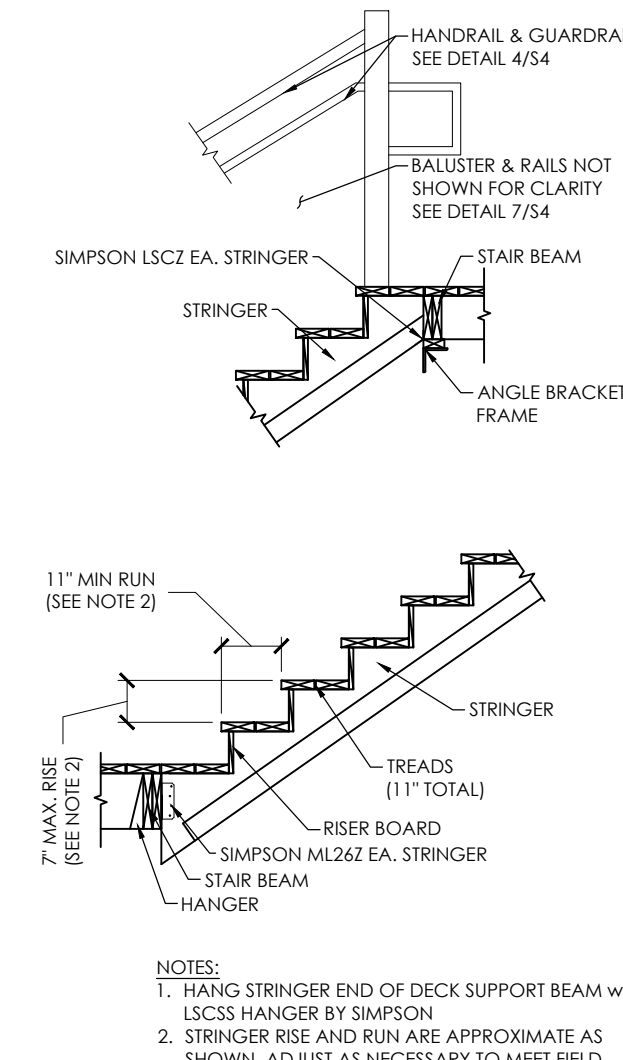
STAIR BRACKET
SCALE: 1" = 1'-0"



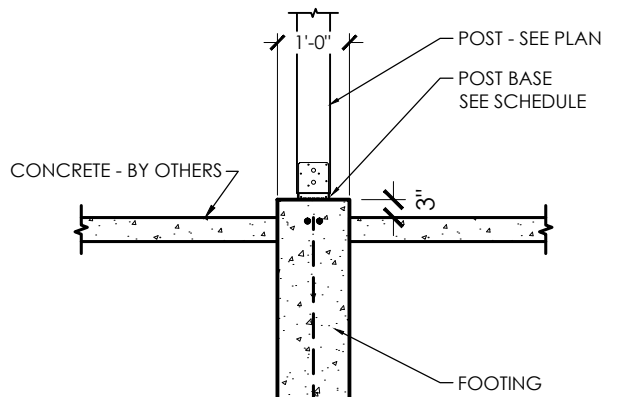
BEAM ATTACHMENT TO POST @ CORNER
SCALE: 1/2" = 1'-0"



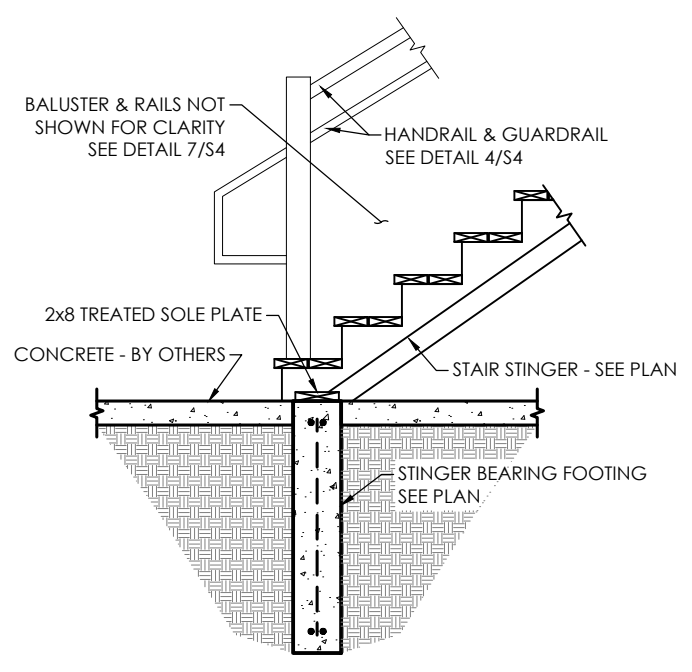
HANDRAIL EXTENSION DETAIL
SCALE: 3/8" = 1'-0"



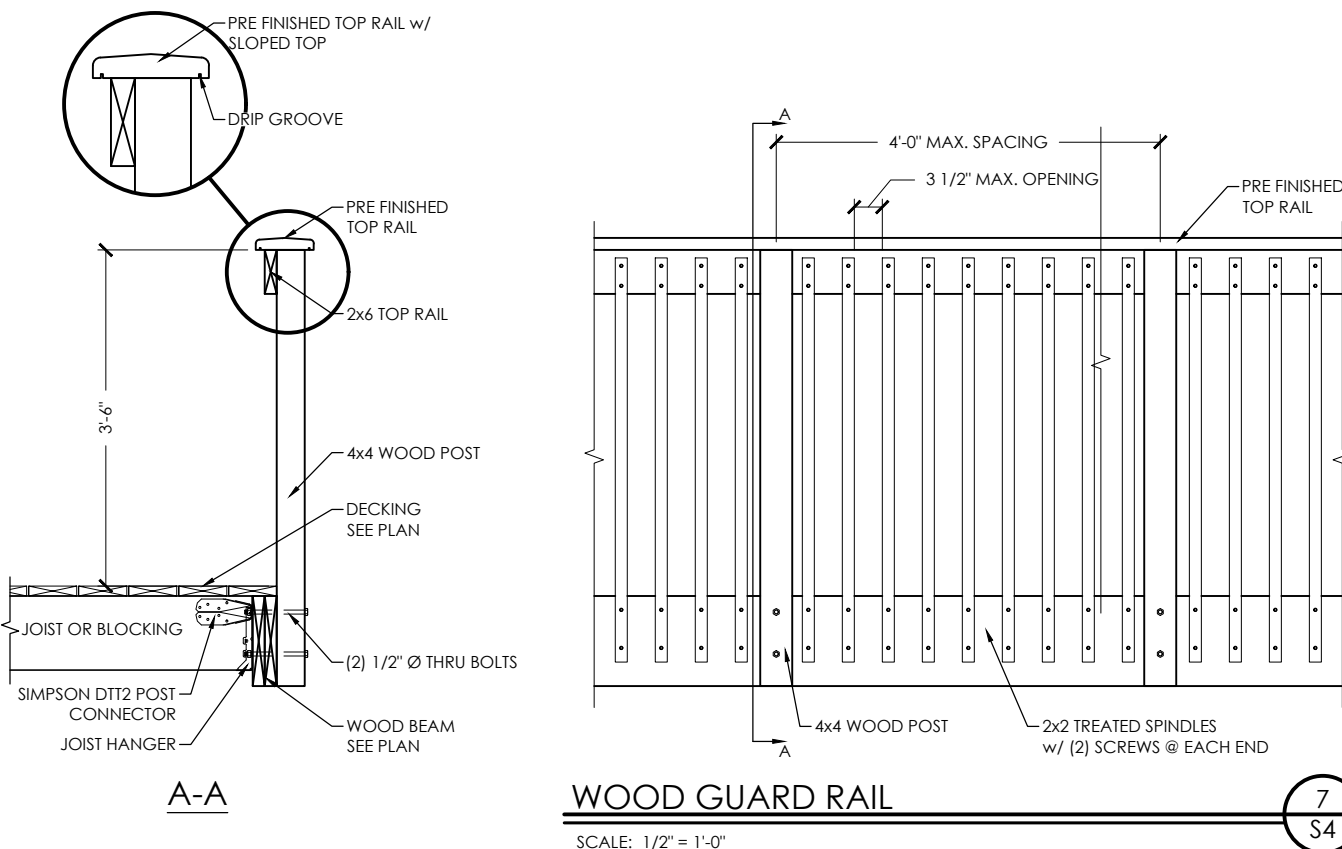
TYPICAL STRINGER CONSTRUCTION
SCALE: 3/8" = 1'-0"



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



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

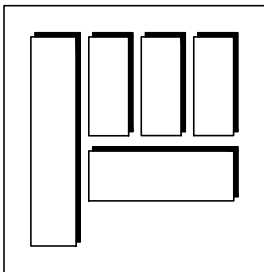


WOOD GUARD RAIL
SCALE: 1/2" = 1'-0"

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

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

DATE: 7/7/25
FILE: U25-150
ENG: L/JL DSN: C/JA



TOMETICH ENGINEERING, INC.
10501 Buena Vista Court Urbandale, IA 50322
(p) 515.280.8022 (f) 515.727.9124
http://www.tometichengineering.com

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.

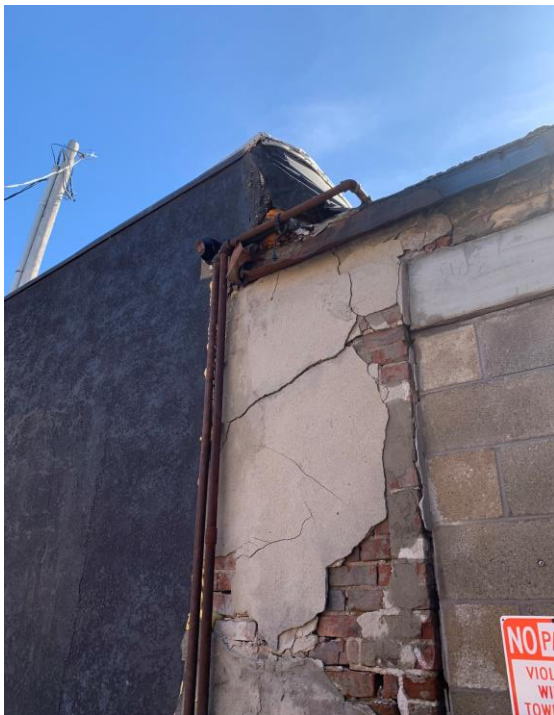
Demolition of 2nd Story Roof & Back Wall	\$7,106
Back Foundation Wall Framing - green treated	\$5,808
Concrete Reinforcement of Back Foundation Wall	\$8,250
Doghouse Wood Framing Material	\$11,967
Frame New Back wall and Siding	\$9,108
Install New Ledger and Roof Trusses	\$7,260
Install New Roofing	\$26,400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

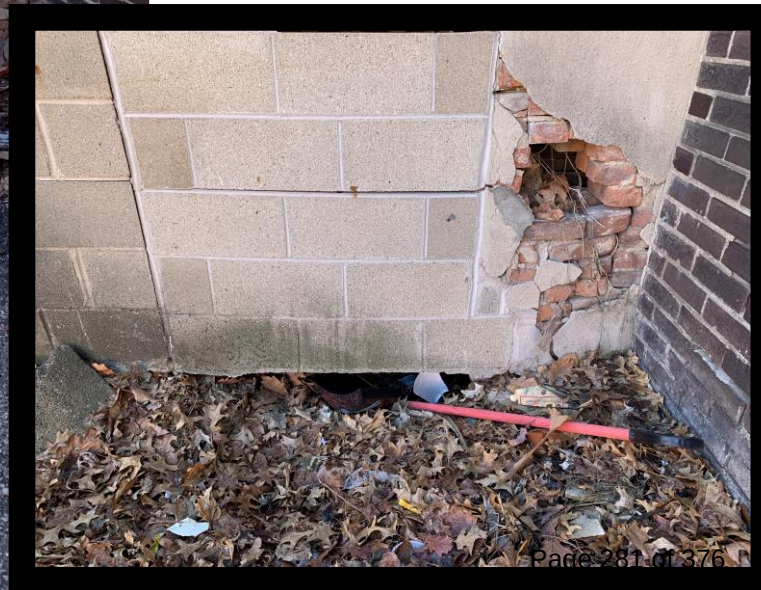
Estimate of repairs and rebuild are for the construction scope outlined above.
Asbestos testing has been completed (see Cleanup Plan for additional requirements)
Interior finishes are not included in estimate.
Please contact me if you have questions.

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

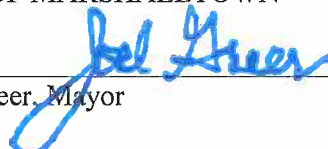
WHEREAS, the City has a 20 percent owner contribution for the base bids on both properties and a 100 percent contribution for the alternates, which would require a City obligation of \$73,150 for 21 West Main Street and \$82,247 for 23 West Main Street;

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: Carol Webb, City Administrator
Meeting Date: September 22, 2025
Re: Resolution Authorizing the City of Marshalltown to Participate in the
Secondary Manufacturers and Purdue/Sackler National Opioids Settlements

Strategic Plan Objective:

N/A

Recommended:

Approve the resolution authorizing the Mayor and City Administrator to execute all necessary participation and release forms for the Purdue/Sackler Settlement and the Secondary Manufacturers Settlements.

Budget Impact:

Unknown at this time. Settlement funds are restricted for opioid remediation uses.

Description/Background:

The City of Marshalltown is eligible to participate in two new national opioid settlements:

- Purdue/Sackler Settlement – Reached in connection with Purdue Pharma’s bankruptcy proceedings, this settlement includes both the Purdue Estate Settlement and the Purdue Direct Settlement with states and local governments
- Secondary Manufacturers Settlements – Reached with eight manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan (Viatris), Sun, and Zydus.

Participation requires execution of the respective Participation and Release Forms. Subdivisions that do not participate cannot directly share in settlement funds and may reduce the overall pool available to Iowa.

As with prior opioid settlements, funds must be used for opioid remediation and abatement strategies as defined in the settlement agreements. Allocation within Iowa is governed by agreements with the Attorney General’s Office.

The deadline to participate is:

- September 30, 2025 – Purdue/Sackler Settlement
- October 8, 2025 – Secondary Manufacturers Settlements

Attachments:

1. Resolution Approving Participation in New Opioid Settlements
2. State_Cover_Letter_-_Iowa
3. Settlement_Participation_Form_Purdue
4. State_Cover_Letter_-_Iowa
5. Settlement_Participation_Form

**RESOLUTION AUTHORIZING THE CITY OF MARSHALLTOWN TO
PARTICIPATE IN THE PURDUE/SACKLER SETTLEMENT AND SECONDARY
MANUFACTURERS OPIOID SETTLEMENTS**

WHEREAS, the City of Marshalltown has previously participated in national opioid settlements and established a Local Government (LG) Abatement Fund for receipt of settlement proceeds; and

WHEREAS, new national opioid settlements have been reached, including: (1) the Purdue/Sackler Settlement, and (2) the Secondary Manufacturers Settlements with Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan (Viatris), Sun, and Zydus; and

WHEREAS, the State of Iowa is participating in these settlements, and Iowa subdivisions are eligible to participate by executing participation and release forms; and

WHEREAS, the City Council finds it in the best interest of the City and its residents to participate in the settlements in order to secure funds for opioid remediation and abatement;

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

1. The City of Marshalltown hereby approves participation in the Purdue/Sackler Settlement and the Secondary Manufacturers Settlements.
2. The Mayor and City Administrator are authorized to execute all necessary participation and release forms and related documents to effectuate the City's participation in these settlements.
3. Settlement proceeds received by the City shall be deposited into the City's LG Abatement Fund and expended only for opioid-related expenditures consistent with settlement agreements and state allocation requirements.
4. All prior actions taken by City officials in connection with these matters are hereby ratified and confirmed.

Passed this 22nd day of September 2025 and signed this _____ day of _____.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

New National Opioids Settlement: Purdue
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Marshalltown city, IA
Reference Number: CL-1748023

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SETTLEMENT. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: September 30, 2025

A new proposed national opioids settlement has been reached with Purdue (and certain of its affiliates) and the Sackler family. This *Participation Package* is a follow-up communication to the *Notice of New National Opioids Settlement* recently received electronically by your subdivision.

The proposed settlement is being implemented in connection with Purdue's bankruptcy proceedings, and consists of, among other things, a settlement of Purdue's claims against the Sacklers and certain other parties (referred to as the "Purdue Estate Settlement"), and settlements of direct claims against the Sacklers held by States, local governments and other creditors (collectively, the "Purdue Direct Settlement", and together with the Estate Settlement, the "Purdue Settlement"). The Purdue Direct Settlement for States and local governments is documented in the Governmental Entity and Shareholder Direct Settlement Agreement.

You are receiving this *Participation Package* because all eligible States and territories, including Iowa, are participating in the Purdue Direct Settlement.

This electronic envelope contains:

- The *Participation Form* for the Purdue Direct Settlement, including a release of any claims

The *Participation Form* must be executed, without alteration, and submitted on or before September 30, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the Purdue Direct Settlement.

Based upon subdivision participation forms received on or before September 30, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for the Purdue Settlement to move forward and whether a state earns its maximum potential payment under the Purdue Direct Settlement. If the Purdue Settlement moves forward and goes effective, your release will become

effective. If the Purdue Settlement does not move forward, that release will not become effective.

Any subdivision that does not participate in the Purdue Direct Settlement cannot directly share in the Purdue Direct Settlement funds, even if other subdivisions in the state are participating and sharing in those Purdue Direct Settlement funds. Any subdivision that does not participate may also reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive Purdue Settlement funds by participating; decisions on how Purdue Settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the Purdue Settlement with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for the Purdue Settlement the same as they did for the prior opioids settlements but states may choose to treat the Purdue Settlement differently.

Information and documents regarding the Purdue Settlement, including a complete copy of the Governmental Entity and Shareholder Direct Settlement Agreement, and how it is being implemented in your state and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. This website will be supplemented as additional documents are created.

How to return signed forms:

There are three methods for returning the executed *Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Participation Form* using DocuSign, the signed *Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com.

Please include the name, state, and reference ID of your subdivision in the body of the email and use the subject line Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/purdue-sacklers-settlements/>. You may also contact opioidsparticipation@rubris.com.

YOU MUST PARTICIPATE IN THE PURDUE DIRECT SETTLEMENT BY RETURNING YOUR PARTICIPATION FORM IN ORDER TO RECEIVE THE BENEFITS OF THE PURDUE SETTLEMENT.

Please note that this is NOT a solicitation or a request for subdivisions to submit votes on the Purdue bankruptcy plan. This settlement package only pertains to a decision to participate in the Purdue Direct Settlement. If you receive a package to vote on the plan you should follow the applicable instructions for voting. PLEASE NOTE THAT VOTING ON THE PLAN IS SEPARATE FROM PARTICIPATION IN THE PURDUE DIRECT SETTLEMENT.

The sign-on period for subdivisions ends on September 30, 2025.

If you have any questions about executing the *Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Iowa Attorney General's Office at OpioidSettlement@ag.iowa.gov.

Thank you,

Implementation Administrator for the Purdue Direct Settlement

The Implementation Administrator is retained to provide the settlement notice required by the Purdue Direct Settlement to manage the collection of the participation forms for it.

EXHIBIT K
Subdivision Participation and Release Form

Governmental Entity: Marshalltown city	State: IA
Authorized Signatory:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to that certain Governmental Entity & Shareholder Direct Settlement Agreement accompanying this participation form (the “*Agreement*”)¹, and acting through the undersigned authorized official, hereby elects to participate in the Agreement, grant the releases set forth below, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Agreement, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Agreement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly after the Effective Date, and prior to the filing of the Consent Judgment, dismiss with prejudice any Shareholder Released Claims and Released Claims that it has filed. With respect to any Shareholder Released Claims and Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopiodsettlement.com>.
3. The Governmental Entity agrees to the terms of the Agreement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Agreement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning following the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Agreement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as and to the extent provided in, and for resolving disputes to the extent provided in, the

¹ Capitalized terms used in this Exhibit K but not otherwise defined in this Exhibit K have the meanings given to them in the Agreement or, if not defined in the Agreement, the Master Settlement Agreement.



Agreement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Agreement.

7. The Governmental Entity has the right to enforce the Agreement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Agreement, including without limitation all provisions of Article 10 (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Subdivision Releasor, to the maximum extent of its authority, for good and valuable consideration, the adequacy of which is hereby confirmed, the Shareholder Released Parties and Released Parties are, as of the Effective Date, hereby released and forever discharged by the Governmental Entity and its Subdivision Releasors from: any and all Causes of Action, including, without limitation, any Estate Cause of Action and any claims that the Governmental Entity or its Subdivision Releasors would have presently or in the future been legally entitled to assert in its own right (whether individually or collectively), notwithstanding section 1542 of the California Civil Code or any law of any jurisdiction that is similar, comparable or equivalent thereto (which shall conclusively be deemed waived), whether existing or hereinafter arising, in each case, (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor (each such release, as it pertains to the Shareholder Released Parties, the “Shareholder Released Claims”, and as it pertains to the Released Parties other than the Shareholder Released Parties, the “Released Claims”). For the avoidance of doubt and without limiting the foregoing: the Shareholder Released Claims and Released Claims include any Cause of Action that has been or may be asserted against any Shareholder Released Party or Released Party by the Governmental Entity or its Subdivision Releasors (whether or not such party has brought such action or proceeding) in any federal, state, or local action or proceeding (whether judicial, arbitral, or administrative) (A) directly or indirectly based on, arising out of, or in any way relating to or concerning, in whole or in part, (i) the Debtors, as such Entities existed prior to or after the Petition Date, and their Affiliates, (ii) the Estates, (iii) the Chapter 11 Cases, or (iv) Covered Conduct and (B) as to which any conduct, omission or liability of any Debtor or any Estate is the legal cause or is otherwise a legally relevant factor.
9. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Shareholder Released Claims or Released Claims against any Shareholder Released Party or Released Party in any forum whatsoever, subject in all respects to Section 9.02 of the Master Settlement Agreement. The releases provided for herein (including the term “Shareholder Released



Claims” and “Released Claims”) are intended by the Governmental Entity and its Subdivision Releasors to be broad and shall be interpreted so as to give the Shareholder Released Parties and Released Parties the broadest possible release of any liability relating in any way to Shareholder Released Claims and Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Agreement shall be a complete bar to any Shareholder Released Claim and Released Claims.

10. To the maximum extent of the Governmental Entity’s power, the Shareholder Released Parties and the Released Parties are, as of the Effective Date, hereby released and discharged from any and all Shareholder Released Claims and Released Claims of the Subdivision Releasors.
11. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Agreement.
12. In connection with the releases provided for in the Agreement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Shareholder Released Claims or such other Claims released pursuant to this release, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Shareholder Released Claims or such other Claims released pursuant to this release that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities’ decision to participate in the Agreement.

13. Nothing herein is intended to modify in any way the terms of the Agreement, to which Governmental Entity hereby agrees. To the extent any portion of this Participation and Release Form not relating to the release of, or bar against, liability is interpreted differently from the Agreement in any respect, the Agreement controls.
14. Notwithstanding anything to the contrary herein or in the Agreement, (x) nothing herein shall (A) release any Excluded Claims or (B) be construed to impair in any way the rights and obligations of any Person under the Agreement; and (y) the Releases set forth herein shall be subject to being deemed void to the extent set forth in Section 9.02 of the Master Settlement Agreement.



I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____



New National Opioids Settlement: Secondary Manufacturers
Opioids Implementation Administrator
opioidsparticipation@rubris.com

Marshalltown city, IA
Reference Number: CL-1769559

TO LOCAL POLITICAL SUBDIVISIONS:

THIS PACKAGE CONTAINS DOCUMENTATION TO PARTICIPATE IN THE NEW NATIONAL OPIOIDS SECONDARY MANUFACTURERS SETTLEMENTS. YOU MUST TAKE ACTION IN ORDER TO PARTICIPATE.

Deadline: October 8, 2025

A new proposed national opioids settlement ("*Secondary Manufacturers Settlements*") has been reached with eight opioids manufacturers: Alvogen, Amneal, Apotex, Hikma, Indivior, Mylan, Sun, and Zydus ("*Settling Defendants*"). This *Combined Participation Package* is a follow-up communication to the *Notice of National Opioids Settlement* recently received electronically by your subdivision.

You are receiving this *Combined Participation Package* because Iowa is participating in the Secondary Manufacturers Settlements.

If a state is not eligible to or does not participate in the settlement with a particular manufacturer, the subdivisions in that state are not eligible to participate in that manufacturer's settlement.

This electronic envelope contains:

- A *Combined Participation Form* for the *Secondary Manufacturers Settlements* that your subdivision is eligible to join, including a release of any claims.

The *Combined Participation Form* must be executed, without alteration, and submitted on or before October 8, 2025, in order for your subdivision to be considered for initial participation calculations and payment eligibility under the *Secondary Manufacturers Settlement*.

Based upon *Combined Participation Forms* received on or before October 8, 2025, the subdivision participation rate will be used to determine whether participation is sufficient for each settlement to move forward and whether a state earns its maximum potential payment under each settlement. If a settlement moves forward, your release will become effective. If a settlement does not move forward, that release will not become effective.

Any subdivision that does not participate cannot directly share in the settlement funds, even if the subdivision's state is settling and other participating subdivisions are sharing in settlement funds. Any subdivision that does not participate may also

reduce the amount of money for programs to remediate the opioid crisis in its state. Please note, a subdivision will not necessarily directly receive settlement funds by participating; decisions on how settlement funds will be allocated within a state are subject to intrastate agreements or state statutes.

You are encouraged to discuss the terms and benefits of the *Secondary Manufacturers Settlements* with your counsel, your Attorney General's Office, and other contacts within your state. Many states are implementing and allocating funds for this new settlement the same as they did for the prior opioids settlements but states may choose to treat this settlement differently.

Information and documents regarding the *Secondary Manufacturers Settlements*, implementation in your state, and how funds will be allocated within your state can be found on the national settlement website at <https://nationalopioidsettlement.com/>. This website will be supplemented as additional documents are created.

This *Participation Packet* is different than the participation packet you recently received from Rubris concerning a settlement with Purdue Pharma, L.P, and the Sackler Family. The *Secondary Manufacturers Settlements* discussed in this *Participation Packet* are different than the settlement with Purdue and the Sacklers, and you may participate in the *Secondary Manufacturers Settlements* regardless of whether you join the Purdue and Sackler settlement.

How to return signed forms:

There are three methods for returning the executed *Combined Participation Form* and any supporting documentation to the Implementation Administrator:

- (1) *Electronic Signature via DocuSign*: Executing the *Combined Participation Form* electronically through DocuSign will return the signed form to the Implementation Administrator and associate your form with your subdivision's records. Electronic signature is the most efficient method for returning the *Combined Participation Form*, allowing for more timely participation and the potential to meet higher settlement payment thresholds, and is therefore strongly encouraged.
- (2) *Manual Signature returned via DocuSign*: DocuSign allows forms to be downloaded, signed manually, then uploaded to DocuSign and returned automatically to the Implementation Administrator. Please be sure to complete all fields. As with electronic signature, returning a manually signed *Combined Participation Form* via DocuSign will associate your signed forms with your subdivision's records.
- (3) *Manual Signature returned via electronic mail*: If your subdivision is unable to return an executed *Combined Participation Form* using DocuSign, the signed *Combined Participation Form* may be returned via electronic mail to opioidsparticipation@rubris.com. Please include the name, state, and

reference ID of your subdivision in the body of the email and use the subject line Combined Settlement Participation Form – [Subdivision Name, Subdivision State] – [Reference ID].

Detailed instructions on how to sign and return the *Combined Participation Form*, including changing the authorized signer, can be found at <https://nationalopioidsettlement.com/additional-settlements/>. You may also contact opioidsparticipation@rubris.com.

The sign-on period for subdivisions ends on October 8, 2025.

If you have any questions about executing the *Combined Participation Form*, please contact your counsel, the Implementation Administrator at opioidsparticipation@rubris.com, or the Iowa Attorney General's Office at OpioidSettlement@ag.iowa.gov.

Thank you,

Secondary Manufacturers Settlements Implementation Administrator

The Implementation Administrator is retained to provide the settlement notice required by the Secondary Manufacturers Settlements and to manage the collection of the Combined Participation Form.

EXHIBIT K

Secondary Manufacturers' Combined Subdivision Participation and Release Form ("Combined Participation Form")

Governmental Entity: Marshalltown city	State: IA
Authorized Official:	
Address 1:	
Address 2:	
City, State, Zip:	
Phone:	
Email:	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to each of the settlements which are listed in paragraph 1 below (each a "Secondary Manufacturer's Settlement" and collectively, "the Secondary Manufacturers' Settlements"), and acting through the undersigned authorized official, hereby elects to participate in each of the Secondary Manufacturers' Settlements, release all Released Claims against all Released Entities in each of the Secondary Manufacturers' Settlements, and agrees as follows.

1. The Participating Entity hereby elects to participate in each of the following Secondary Manufacturers' Settlements as a Participating Entity:
 - a. Settlement Agreement for Alvogen, Inc. dated April 4, 2025.
 - b. Settlement Agreement for Apotex Corp. dated April 4, 2025.
 - c. Settlement Agreement for Amneal Pharmaceuticals LLC dated April 4, 2025.
 - d. Settlement Agreement for Hikma Pharmaceuticals USA Inc. dated April 4, 2025.
 - e. Settlement Agreement for Indivior Inc. dated April 4, 2025.
 - f. Settlement Agreement for Viatris Inc. ("Mylan") dated April 4, 2025.
 - g. Settlement Agreement for Sun Pharmaceutical Industries, Inc. dated April 4, 2025.
 - h. Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. dated April 4, 2025.
2. The Governmental Entity is aware of and has reviewed each of the Secondary Manufacturers' Settlements, understands that all capitalized terms not defined in this Combined Participation Form have the meanings defined in each of the Secondary Manufacturers' Settlements, and agrees that by executing this Combined Participation Form, the Governmental Entity elects to participate in each of the Secondary Manufacturers' Settlements and become a Participating Subdivision as provided in each of the Secondary Manufacturers' Settlements.
3. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed against any Released Entity in each of the Secondary Manufacturers' Settlements. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity



authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice for each of the manufacturers listed in paragraph 1 above substantially in the form found at <https://nationalopioidsettlement.com/additional-settlements/>.

4. The Governmental Entity agrees to the terms of each of the Secondary Manufacturers' Settlements pertaining to Participating Subdivisions as defined therein.
5. By agreeing to the terms of each of the Secondary Manufacturers' Settlements and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through each of the Secondary Manufacturers' Settlements solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court and agrees to follow the process for resolving any disputes related to each Secondary Manufacturer's Settlement as described in each of the Secondary Manufacturers' Settlements.¹
8. The Governmental Entity has the right to enforce each of the Secondary Manufacturers' Settlements as provided therein.
9. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in each of the Secondary Manufacturers' Settlements, including without limitation all provisions related to release of any claims,² and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in his or her official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in each of the Secondary Manufacturers' Settlements in any forum whatsoever. The releases provided for in each of the Secondary Manufacturers' Settlements are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities in each of the Secondary Manufacturers' Settlements the broadest possible bar against any liability relating in any way to Released

¹ See Settlement Agreement for Alvogen, Inc. Section VII.F.2; Settlement Agreement for Apotex Corp. Section VII.F.2; Settlement Agreement for Amneal Pharmaceuticals LLC Section VII.F.2; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section VII.F.2; Settlement Agreement for Indivior Section VI.F.2; Settlement Agreement for Mylan Section VI.F.2; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section VII.F.2; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section VII.F.2.

² See Settlement Agreement for Alvogen, Inc. Section XI; Settlement Agreement for Amneal Pharmaceuticals LLC Section X; Settlement Agreement for Apotex Corp. Section XI; Settlement Agreement for Hikma Pharmaceuticals USA Inc. Section XI; Settlement Agreement for Indivior Section X; Settlement Agreement for Mylan Section X; Settlement Agreement for Sun Pharmaceutical Industries, Inc. Section XI; Settlement Agreement for Zydus Pharmaceuticals (USA) Inc. Section XI.



Claims and extend to the full extent of the power of the Governmental Entity to release claims. Each of the Secondary Manufacturers' Settlements shall be a complete bar to any Released Claim against that manufacturer's Released Entities.

10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in each of the Secondary Manufacturers' Settlements.
11. In connection with the releases provided for in each of the Secondary Manufacturers' Settlements, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims in each of the Secondary Manufacturers' Settlements, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in each of the Secondary Manufacturers' Settlements.

12. The Governmental Entity understands and acknowledges that each of the Secondary Manufacturers' Settlements is an independent agreement with its own terms and conditions. Nothing herein is intended to modify in any way the terms of any of the Secondary Manufacturers' Settlements, to which Governmental Entity hereby agrees, aside from the exceptions in paragraph 13 below. To the extent this Combined Participation Form is interpreted differently from any of the Secondary Manufacturers' Settlements in any respect, the individual Secondary Manufacturer's Settlement controls.
13. For the avoidance of doubt, in the event that some but not all of the Secondary Manufacturers' Settlements proceed past their respective Reference Dates, all releases and other commitments or obligations shall become void **only as to** those Secondary Manufacturers' Settlements that fail to proceed past their Reference Dates. All releases and other commitments or obligations (including those contained in this Combined Participation Form) shall remain in full effect as to each Secondary Manufacturer's Settlement that proceeds past its Reference Date, and this Combined Participation Form need not be modified, returned, or destroyed as long as any Secondary Manufacturer's Settlement proceeds past its Reference Date.



I have all necessary power and authorization to execute this Combined Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: _____

Title: _____

Date: _____





**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: September 22, 2025
Re: Ordinance 15111 to Amend the Official Zoning Map for 212 E State Street
from Urban Core Zoning District to Mixed-Use Zoning District - First Reading

Strategic Plan Objective:

Strategy 1: Expand and improve development in the community.

Recommended:

The Planning and Zoning Commission recommends approval of Ordinance 15111

Budget Impact:

Cost of Publication

Description/Background:

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

Applicant / Memorial Foundation of Allen Hospital
Property Owner: DBA Allen Foundation
1825 Logan Ave
Waterloo IA 50703

Recommendation: The Planning and Zoning Commission recommends approval of the rezoning ordinance as drafted.

Current Comprehensive Plan Future Land Use Designation, Current Zoning District & Current	Current Future Land Use Designation: - <u>Downtown Mixed Use</u> "Mixed office, retail, medial, institutional, and residential uses in the more intense setting of downtown."
--	---

Usage:

Current: Zoning:

UC, Urban Core Zoning District

Current Usage:

Vacant parcel

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

Proposed Future Land Use Designation:

Downtown Mixed Use

“Mixed office, retail, medial, institutional, and residential uses in the more intense setting of downtown.”

Proposed Zoning:

MU, Mixed-Use Zoning District

Proposed Usage:

Restaurant with drive-thru (McDonald’s)

Review Criteria:

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

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

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

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

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

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

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

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

The request is consistent with the comprehensive plan.

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

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

§ 156.A.002(D)(1) “Encouraging the most appropriate, efficient, and compatible use of land, buildings, and other structures throughout the city”

§ 156.A.002(D)(5) “Protecting property against blight and depreciation by facilitating reinvestment, redevelopment, and infill development”

§ 156.A.002(E)(1) “Promote contextually compatible redevelopment and infill development of vacant or underutilized properties”

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

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

- 7. The request demonstrates compatibility with surrounding conforming**

and permitted land uses and structures and with the general character of the area.

The proposed development includes a single-story restaurant building with a drive-thru (McDonald's). The architecture will include an increased height parapet wall to screen roof mounted mechanical equipment and to provide an appearance of greater height to the building to blend in with taller downtown buildings. The site is on the fringe of downtown and other commercial business are 1-2 stories in height in the vicinity which is consistent with the proposed design of this development.

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

The subject property is of sufficient size and dimension to allow for construction of the proposed improvements.

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

Vacant land for new commercial development (non-industrial) is limited on the north side of Marshalltown.

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

The proposed development will support economic growth with the community.

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

The request is consistent with the comprehensive plan. A few specific goals this proposal works to advance include:

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

Land Use General Goal 3: Maximize Retain and create high quality infrastructure and visual attractiveness of properties showcasing the City's aesthetic character to its residents and visitors.

Land Use Commercial Goal 1: Expand and diversify the City's tax base by supporting existing businesses and the redevelopment of existing commercial properties and encouraging new commercial development to enable Marshalltown to fulfill its role as a regional trade and service center.

Land Use Commercial Goal 2: Encourage the redevelopment of commercial sites that display building deterioration, obsolete site design, land use compatibility issues and a high level of vacancies.

Land Use Commercial Goal 3: Improve and enhance Downtown Marshalltown in its role as the hub of the City.

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

Adjacent parcels to the north are zoned MU, Mixed Use Zoning District. As such, the proposed rezoning is consistent with adjacent zoning.

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

The applicant has provided a site development concept drawing and conceptual architecture elevations showing how the subject property is intended to be developed. Initial staff review indicates that the subject properties are suitable for the intended development.

Please note that the site plan and architecture are conceptual. Approval of a rezoning does not constitute approval of site development plans. Should rezoning be successful the applicant would still need to go through the normal site plan

approval and building permit process.

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

The subject property is located along state Highway 14 (N 3rd Avenue). Traffic volumes support commercial development. Furthermore, the subject property is on the fringe of downtown in an area transitioning to more commercial development.

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

Notice of the proposed rezoning, including meeting dates and times, has been mailed to all property owners within 250 feet of the rezoning boundary + width of any intersecting street. Signs have also been posted advertising the rezoning. As of publication of this staff memo no public comments have been received.

Attachments:

1. Ordinance 15111
2. Aerial Vicinity Map
3. McDonald's Conceptual Architecture Elevations
4. McDonald's Conceptual Site Plan
5. McDonald's Rezoning Application

ORDINANCE 15111

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP FOR PARCEL IDENTIFICATION NUMBER 8418-26-453-050, LOCALLY KNOWN AS 212 E STATE STREET, FROM URBAN CORE ZONING DISTRICT TO MIXED-USE ZONING DISTRICT

WHEREAS, the owner of record for the following legally described real estate has petitioned to have their property rezoned from UC, Urban Core Zoning District to MU, Mixed-Use Zoning District;

THE SOUTH 90 FEET OF LOT 7 AND THE SOUTH 90 FEET OF THE WEST 15 FEET OF LOT 8, ALL IN BLOCK 1 IN THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA;

AND

THE EAST 45 FEET OF THE SOUTH 90 FEET OF LOT 8 AND THE EAST 28.5 FEET OF THE SOUTH 45 FEET OF THE NORTH 90 FEET OF LOT 8 IN BLOCK 1 IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, EXCEPT PARCEL A IN LOT 8, BLOCK 1, IN THE ORIGINAL TOWN OF MARSHALL RECORDED APRIL 17, 2019 AS #2019-00001540 IN THE RECORDS OF THE MARSHALL COUNTY RECORDER ALSO A 10 FOOT DRIVEWAY EXTENDING FROM NORTH 2ND AVENUE EAST 90 FEET OVER THE NORTH END OF THE SOUTH 90 FEET AND OVER THE SOUTH END OF THE NORTH 90 FEET OF LOTS 7 AND 8 IN BLOCK 1 IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA;

AND

LOT 9, BLOCK 1, IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA.

AND

LOTS 10, 11 AND 12, EXCEPT THE EAST 3 FEET OF LOT 12, ALL IN BLOCK 1 IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA;

AND

ALL OF THE NORTH-SOUTH ALLEY IN BLOCK 1 OF THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA.

WHEREAS, the Planning and Zoning Commission has reviewed this petition at their regular meeting on September 11th, 2025 and following a public hearing has made a recommendation to approve the official zoning map amendment petition; and,

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

Section 1. Official Zoning Map Amendment. The following legally described property is hereby rezoned from UC, Urban Core Zoning District to MU, Mixed-Use Zoning District:

THE SOUTH 90 FEET OF LOT 7 AND THE SOUTH 90 FEET OF THE WEST 15 FEET OF LOT 8, ALL IN BLOCK 1 IN THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA;

AND

THE EAST 45 FEET OF THE SOUTH 90 FEET OF LOT 8 AND THE EAST 28.5 FEET OF THE SOUTH 45 FEET OF THE NORTH 90 FEET OF LOT 8 IN BLOCK 1 IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, EXCEPT PARCEL A IN LOT 8, BLOCK 1, IN THE ORIGINAL TOWN OF MARSHALL RECORDED APRIL 17, 2019 AS #2019-00001540 IN THE RECORDS OF THE MARSHALL COUNTY RECORDER ALSO A 10 FOOT DRIVEWAY EXTENDING FROM NORTH 2ND AVENUE EAST 90 FEET OVER THE NORTH END OF THE SOUTH 90 FEET AND OVER THE SOUTH END OF THE NORTH 90 FEET OF LOTS 7 AND 8 IN BLOCK 1 IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA;

AND

LOT 9, BLOCK 1, IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA.

AND

LOTS 10, 11 AND 12, EXCEPT THE EAST 3 FEET OF LOT 12, ALL IN BLOCK 1 IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA;

AND

ALL OF THE NORTH-SOUTH ALLEY IN BLOCK 1 OF THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA.

THE SAME BEING DESCRIBED AS FIELD MEASURED:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE N00°30'39"W ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 89.84 FEET; THENCE N89°52'08"E, A DISTANCE OF 120.58 FEET TO THE WEST LINE OF SAID LOT 9; THENCE N00°16'53"W ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 45.81 FEET; THENCE N00°44'51"W ALONG SAID WEST LINE, A DISTANCE OF 46.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE N89°27'25"E ALONG THE NORTH LINE OF SAID LOTS 9, 10, 11 AND 12 AND THE VACATED INTERVENING ALLEY, A DISTANCE OF 258.54 FEET TO THE WEST RIGHT OF WAY LINE OF NORTH 3RD AVENUE AS IT IS PRESENTLY ESTABLISHED; THENCE S00°08'40"W ALONG SAID WEST RIGHT OF WAY

LINE, A DISTANCE OF 181.76 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE S89°35'03"W ALONG THE SOUTH LINE OF SAID LOTS 12, 11 AND 10 AND VACATED INTERVENING ALLEY, A DISTANCE OF 196.04 FEET; THENCE S89°34'56"W ALONG THE SOUTH LINE OF SAID LOTS 9, 8 AND 7, A DISTANCE OF 180.98 FEET TO THE POINT OF BEGINNING.

AND

To the centerline of adjacent public right-of-way

Section 2. Severability Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 3. When Effective. This ordinance shall be in full force and effect after its final passage, approval and publication as provided by law.

Passed this _____ day of _____ 2025 and signed this _____ day of _____ 2025.

Signatures on following pages.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____ 2025, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____ 2025.

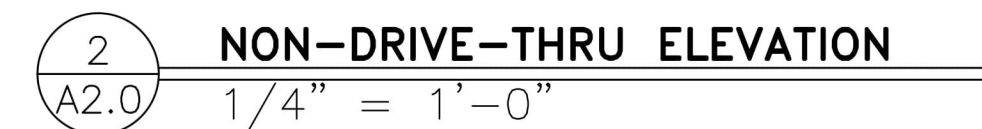
Alicia Hunter, City Clerk

Marshalltown Zoning



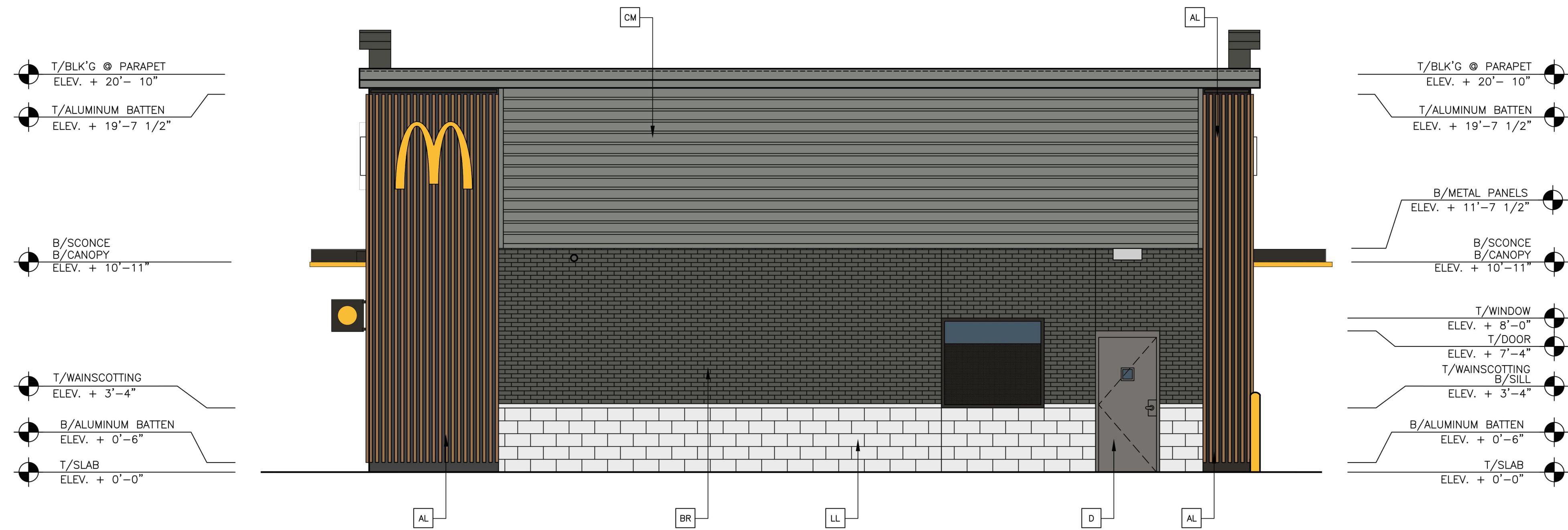
AERIAL VICINITY MAP







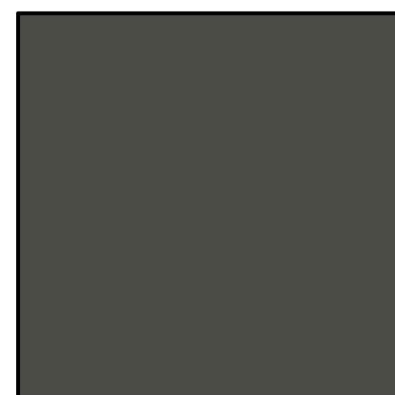
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1/4" = 1'-0"



2
A2.1 REAR ELEVATION
1/4" = 1'-0"



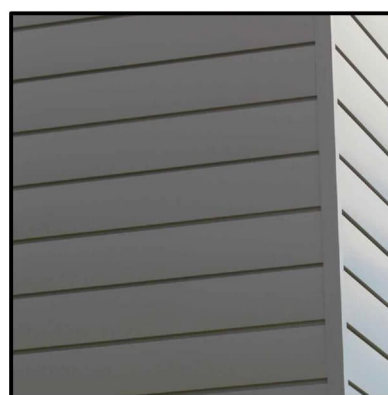
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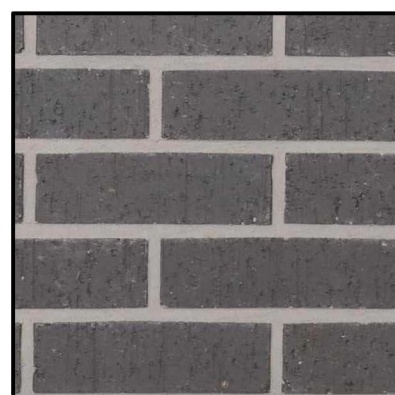
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(COLOR: UNBRA GRAY)



E 7/8" 3-COAT STUCCO
SYSTEM
"IRON ORE" SW 7069 BY
SHERWIN WILLIAMS



CM 7" REVEAL METAL PANEL
COLOR: WEATHERED ZINC
FROM METAL ERA



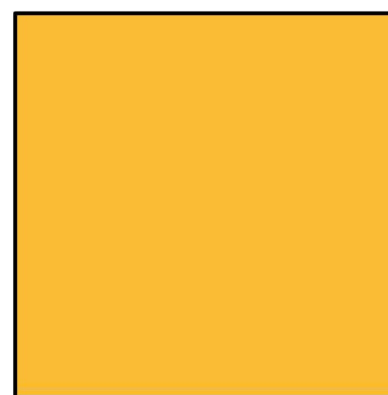
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COLOR: SLATE GRAY BY
HEBRON BRICK COMPANY



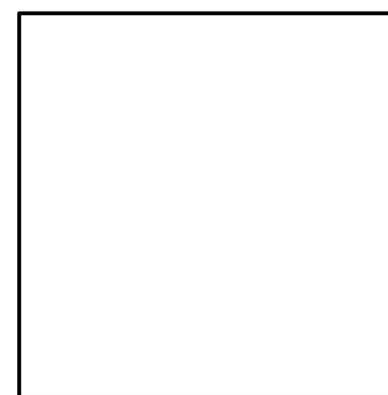
LL NATURAL LIMESTONE BY
SALADO LIMESTONE
COLOR: LINEN
FINISH: BRUSHED



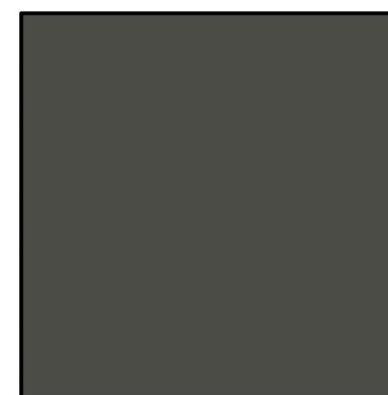
D HOLLOW METAL DOOR
"GAUNTLET GREY" SW7019
BY SHERWIN WILLIAMS



UN METAL UNDERSCORE
COLOR: GOLD



C1 ALUMINUM CANOPY SYSTEM
COLOR: WHITE



C2 ALUMINUM CANOPY SYSTEM
COLOR: RAL 7022

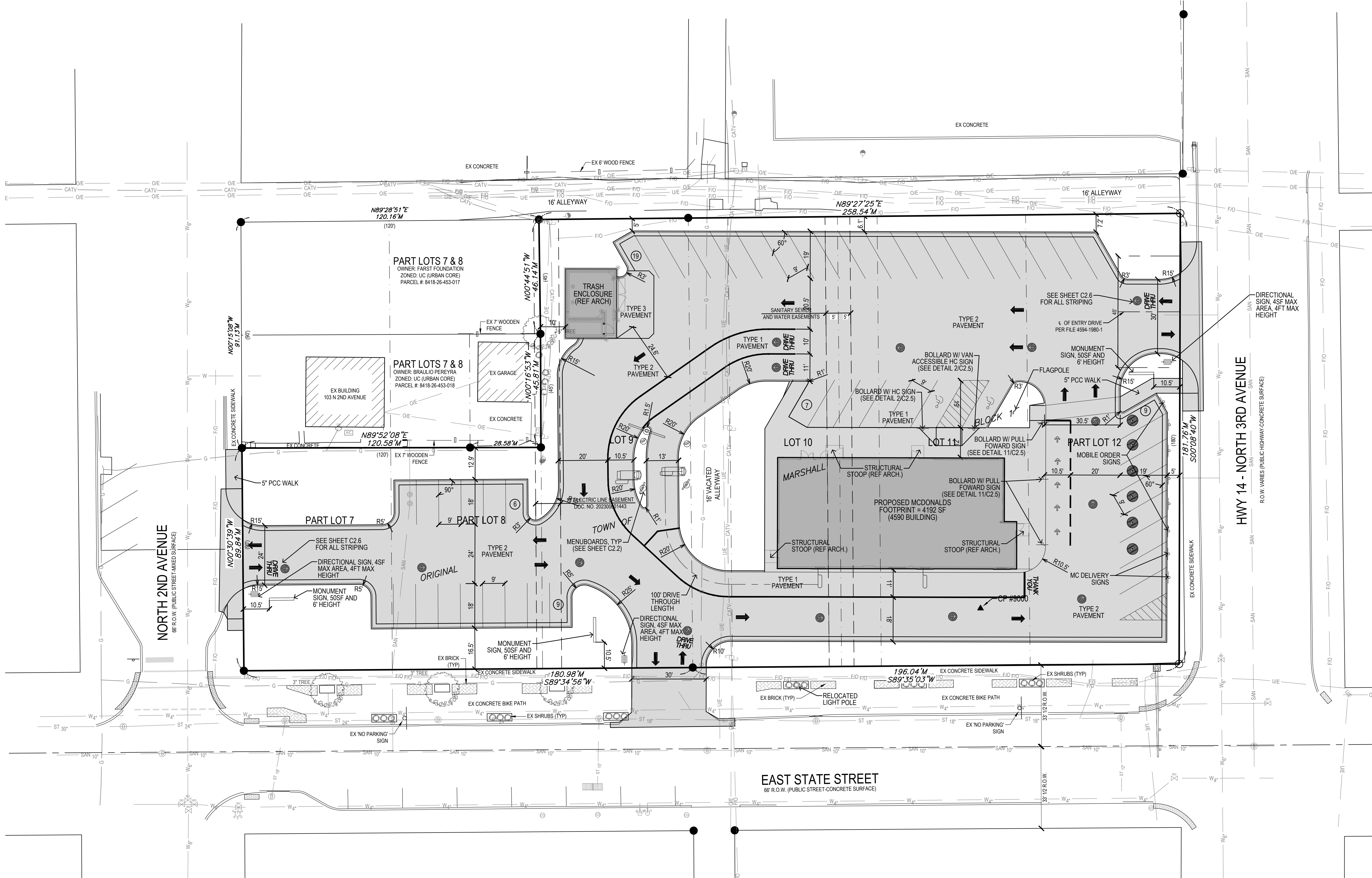
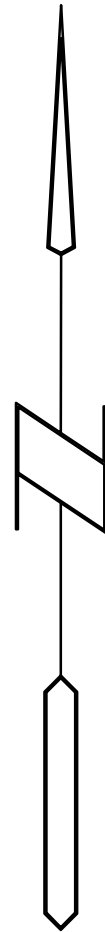
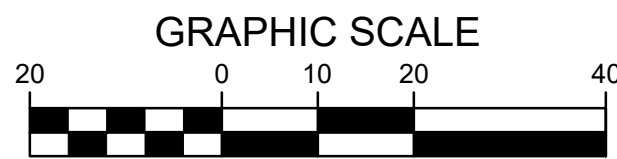
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| A2.1 | | 2025 STANDARD BUILDING — BB20
4590—WOOD/WOOD | | JAW | | © 2024 McDonald's USA, LLC

 | | JAW Architects, Inc.
Jerry Williams, Architect
Phone: 817-705-5387
Email: jerry@jerry-jaw-arch.com | | | | | | | |
| ELEVATIONS | | DESCRIPTION | | JAW | | McDonald's USA, LLC

 | | JAW Architects, Inc.
Jerry Williams, Architect
Phone: 817-705-5387
Email: jerry@jerry-jaw-arch.com | | | | | | | |
| | | WOOD BEARING WALLS | | JAW | | These drawings and specifications are the copyrighted and proprietary work of Jerry Williams, Architect. All rights reserved. No part of these drawings may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without written authorization. The contract documents were prepared by Jerry Williams, Architect. All drawings are the property of Jerry Williams, Architect. No part of these drawings may be reproduced or transmitted in any form or by any means, electronic, mechanical, photocopying, recording, or by any information storage and retrieval system, without written authorization. The contract documents were prepared by Jerry Williams, Architect. All drawings are the property of Jerry Williams, Architect. 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GENERAL NOTES:
1. ALL DIMENSION ARE TO BACK OF CURB UNLESS NOTED OTHERWISE.



SHEET NO.	TITLE:	DRAWN BY CLT	PREPARED FOR:	© 2025 McDonald's USA, LLC	DATE:	SEAL	BY	DESCRIPTION
	SITE PLAN							
	REVIEWED BY JEF	DATE ISSUED						
	LAYOUT PLAN		SITE ADDRESS					
	C2.1	3RD AVE/HWY 14, MARSHALLTOWN, IA						
	REF # 2500006	BISHOP ENGINEERING +						

MARSHALLTOWN

— I O W A —

HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

36 North Center Street, Marshalltown, IA 50158

Ph: 641-754-5756 Fax: 641-754-5742

www.marshalltown-ia.gov

Rezoning Request Application Packet

Application: Applications will not be accepted unless complete. All required items must be submitted with the application. Failure to complete and submit all the required materials as a part of this application will result in a delay in accepting your application until it is complete.

Notifications: The City will place a sign on the property to notify the public that a rezoning request has been submitted. The sign includes the city's phone number so that concerned individuals will have an opportunity to learn about the proposal and can present information on this matter to the Commission and/or Council at the public hearing. A notice of public hearing is also published in the newspaper.

1. The burden of providing sufficient evidence to make the applicant's case shall be on the applicant in all cases.
2. The rezoning request must be considered by the Plan Zoning Commission and the City Council. Contact the Housing & Community Development Director for a schedule of the upcoming meetings. Please note the deadline dates for each meeting. The commission will review the request at a regularly scheduled meeting at least once prior to the public hearing. A public hearing must be held by the commission prior to making a recommendation to the City Council. The Plan Zoning Commission meets in the City Council Chambers at City Hall at 5:00 PM on the Thursday following the first Council meeting of the month.
3. The Marshalltown City Council meets on the 2nd and 4th Mondays of the month at 5:30 p.m. in the City Hall Council Chambers. According to Iowa Code, the rezoning requires three readings and a public hearing.
4. Under optimum conditions it takes about 4-6 months to rezone property if the issue is not controversial. Larger projects may require additional time.
5. Applicants are encouraged to provide all applicable information as early as possible to facilitate the process.

Date Submitted & Fee Paid: _____

Rezoning Request Application Form

36 N. Center Street, Marshalltown, IA 50158 Ph: 641-754-5756 Fax: 641-754-5742

www.marshalltown-ia.gov

All items listed must be submitted with this application:

Failure to complete and submit all the required materials as a part of this application will result in a delay in accepting your application until it is complete.



Legal description of the property. The property owner must provide a copy of the full legal description. If you do not have a copy, you can obtain one from the Marshall County Recorder's Office for a fee. The tax description found on the County Assessor's website is not the full legal description.



Application fee. A \$500 fee is required payable to "City of Marshalltown." The fee must be paid when the application is submitted to the Zoning Office.

Please type or print legibly in ink.

Property Address:

212 E. State Street Marshalltown, IA 50158

Owner:

Memorial Foundation of Allen Hospital d/b/a Allen Foundations

Mailing Address:

1825 Logan Avenue Waterloo, IA 50703

Phone:

(319) 235-3995

E-mail:

N/A

Current Zoning Classification:

UC (urban core)

Current Use:

empty lot

Proposed Zoning Classification:

MU (mixed-use)

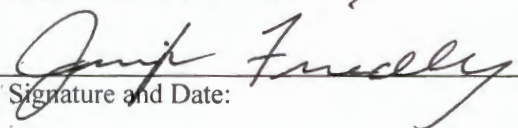
Proposed Use:

fast food restaurant with drive through and parking lot

Please list the uses of surrounding properties:

commercial/retail businesses

Signature and Date:



8/12/2025

PROPERTY DESCRIPTION:

PER TITLE COMMITMENT #CP75413, EXHIBIT "A"

THE SOUTH 90 FEET OF LOT 7 AND THE SOUTH 90 FEET OF THE WEST 15 FEET OF LOT 8, ALL IN BLOCK 1 IN THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA;

AND

THE EAST 45 FEET OF THE SOUTH 90 FEET OF LOT 8 AND THE EAST 28.5 FEET OF THE SOUTH 45 FEET OF THE NORTH 90 FEET OF LOT 8 IN BLOCK 1 IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, EXCEPT PARCEL A IN LOT 8, BLOCK 1, IN THE ORIGINAL TOWN OF MARSHALL RECORDED APRIL 17, 2019 AS #2019-00001540 IN THE RECORDS OF THE MARSHALL COUNTY RECORDER ALSO A 10 FOOT DRIVEWAY EXTENDING FROM NORTH 2ND AVENUE EAST 90 FEET OVER THE NORTH END OF THE SOUTH 90 FEET AND OVER THE SOUTH END OF THE NORTH 90 FEET OF LOTS 7 AND 8 IN BLOCK 1 IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA;

AND

LOT 9, BLOCK 1, IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA.

AND

LOTS 10, 11 AND 12, EXCEPT THE EAST 3 FEET OF LOT 12, ALL IN BLOCK 1 IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA;

AND

ALL OF THE NORTH-SOUTH ALLEY IN BLOCK 1 OF THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA.

SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

AREA:

57,511 SQUARE FEET - 1.32 ACRES

THE SAME BEING DESCRIBED AS FIELD MEASURED:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE N00°30'39"W ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 89.84 FEET; THENCE N89°52'08"E, A DISTANCE OF 120.58 FEET TO THE WEST LINE OF SAID LOT 9; THENCE N00°16'53"W ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 45.81 FEET; THENCE N00°44'51"W ALONG SAID WEST LINE, A DISTANCE OF 46.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE N89°27'25"E ALONG THE NORTH LINE OF SAID LOTS 9, 10, 11 AND 12 AND THE VACATED INTERVENING ALLEY, A DISTANCE OF 258.54 FEET TO THE WEST RIGHT OF WAY LINE OF NORTH 3RD AVENUE AS IT IS PRESENTLY ESTABLISHED; THENCE S00°08'40"W ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 181.76 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE S89°35'03"W ALONG THE SOUTH LINE OF SAID LOTS 12, 11 AND 10 AND VACATED INTERVENING ALLEY, A DISTANCE OF 196.04 FEET; THENCE S89°34'56"W ALONG THE SOUTH LINE OF SAID LOTS 9, 8 AND 7, A DISTANCE OF 180.98 FEET TO THE POINT OF BEGINNING.



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: September 22, 2025
Re: Ordinance 15112 to Amend the Code of Ordinances, City of Marshalltown, Iowa by Adding Attendance Requirements to Chapter 150: Planning, Plan and Zoning Commission; Chapter 31: Officers and Organizations; Chapter 156: Zoning, Board of Adjustment; Chapter 154: Electrical Appeal Board - First Reading

Strategic Plan Objective:

Review City policies, procedures, plans, ordinances, programs, and services for updates and efficiencies.

Recommended:

Adopt attendance requirements for Boards and Commission members.

Budget Impact:

N/A

Description/Background:

Staff recommend adding attendance requirements for boards and commission members to promote accountability and regular attendance among its members while aligning with the statutory provisions established for boards and commissions. If it were necessary to remove a member, these provisions would justify the City of Marshalltown's position regarding attendance if removal procedures were initiated.

Iowa Code 372.15 - Removal of appointees. Except as otherwise provided by state or city law, all persons appointed to city office may be removed by the officer or body making the appointment, but every such removal shall be by written order. The order shall give the reasons, be filed in the office of the city clerk, and a copy shall be sent by certified mail to the person removed who, upon request filed with the clerk within thirty days of the date of mailing the copy, shall be granted a public hearing before the council on all issues connected with the removal. The hearing shall be held within thirty days of the date the request is filed, unless the person removed requests a later date. [C77, 79, 81, §372.15]

The Water Works and Library have agreed to this revision. The Plan Zoning Commission recommended approval of the text amendment at their September 11th meeting.

Staff will also bring forward an amendment to the Boards and Commission Manual with the same language to the October 27th meeting where the 3rd reading of this ordinance will take place.

Attachments:

1. 2025-09-22_ORD 15112_Add Attendance Requirements for Boards and Commissions

ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY ADDING ATTENDANCE REQUIREMENTS TO CHAPTER 150: PLANNING, PLAN AND ZONING COMMISSION; CHAPTER 31: OFFICERS AND ORGANIZATIONS; CHAPTER 156: ZONING, BOARD OF ADJUSTMENT; CHAPTER 154: ELECTRICAL APPEAL BOARD

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. The Code of Ordinances, City of Marshalltown Chapter 150: Planning, subchapter titled “Plan and Zoning Commission” section 150.003 shall be amended by adding the following:

§ 150.003 APPOINTMENT; TERMS OF OFFICE; COMPENSATION; *ATTENDANCE*; REMOVAL

(C) To ensure the effective operation of the Plan and Zoning Commission by promoting accountability and regular attendance among its members while aligning with the statutory provisions established by the State of Iowa law, if any commission member has three (3) unexcused absences at six (6) consecutive meetings of the Commission, such absences shall be grounds for requesting the member’s resignation. An unexcused absence is an absence without prior approval or a valid, document reason. If the member does not voluntarily resign following such request, the Mayor may initiate proceedings for removal of the member in accordance with Iowa Code § 372.15.

Section 2. The Code of Ordinances, City of Marshalltown Chapter 31, section 31.045 Board of Library Trustees is hereby amended by adding the following:

(C) Terms of office; vacancies; compensation; *attendance*

(4) *Attendance.* To ensure the effective operation of the Board of Library Trustees by promoting accountability and regular attendance among its members while aligning with the statutory provisions established by the State of Iowa law, if any board member has three (3) unexcused absences at six (6) consecutive meetings of the board, such absences shall be grounds for requesting the member’s resignation. An unexcused absence is an absence without prior approval or a valid, document reason. If the member does not voluntarily resign following such request, the Mayor may initiate proceedings for removal of the member in accordance with Iowa Code § 372.15.

Section 3. The Code of Ordinances, City of Marshalltown Chapter 31, section 31.046 Water Works Board of Trustees is hereby amended by inserting the following as (C) and re-lettering the rest of the section:

(C) *Attendance.* To ensure the effective operation of the Water Works Board of Trustees by promoting accountability and regular attendance among its members while aligning with the statutory provisions established by the State of Iowa law, if any board member has three (3) unexcused absences at six (6) consecutive meetings of the board, such absences shall be grounds for requesting the member’s resignation. An unexcused absence is an absence without prior approval or a valid, document reason. If the member does not voluntarily resign following such

request, the Mayor may initiate proceedings for removal of the member in accordance with Iowa Code § 372.15.

Section 4. The Code of Ordinances, City of Marshalltown Chapter 31, section 31.048 Park and Recreation Advisory Committee is hereby amended by adding the following:

(E) (1) *Attendance.* To ensure the effective operation of the Park and Recreation Advisory Committee by promoting accountability and regular attendance among its members, if any member has three (3) unexcused absences at six (6) consecutive meetings of the board, such absences shall be grounds for requesting the member's resignation. An unexcused absence is an absence without prior approval or a valid, document reason. If the member does not voluntarily resign following such request, the Mayor may initiate proceedings for removal of the member in accordance with Iowa Code § 372.15.

Section 5. The Code of Ordinances, City of Marshalltown Chapter 156 Zoning, section 156.I.003 Board of Adjustment is hereby amended by inserting the following as (E) and re-lettering the rest of the section:

(E) *Attendance.* To ensure the effective operation of the Board of Adjustment by promoting accountability and regular attendance among its members while aligning with the statutory provisions established by the State of Iowa law, if any board member has three (3) unexcused absences at six (6) consecutive meetings of the board, such absences shall be grounds for requesting the member's resignation. An unexcused absence is an absence without prior approval or a valid, document reason. If the member does not voluntarily resign following such request, the Mayor may initiate proceedings for removal of the member in accordance with Iowa Code § 372.15.

Section 6. The Code of Ordinances, City of Marshalltown Chapter 154, section 154.019 (RESERVED) is hereby replaced with the following:
§ 154.019 ATTENDANCE.

To ensure the effective operation of the Electrical Appeal Board by promoting accountability and regular attendance among its members, if any member has three (3) unexcused absences at six (6) consecutive meetings of the board, such absences shall be grounds for requesting the member's resignation. An unexcused absence is an absence without prior approval or a valid, document reason. If the member does not voluntarily resign following such request, the Mayor may initiate proceedings for removal of the member in accordance with Iowa Code § 372.15.

Section 7. 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 8. 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 9. 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, Alicia Hunter, City Clerk
Meeting Date: September 22, 2025
Re: Oktoberfest Relocation

Strategic Plan Objective:

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

Recommended:

Council requested item.

Budget Impact:

Description/Background:

Oktoberfest events are scheduled for September 24–28 in downtown Marshalltown, with event setup beginning September 22nd. The event map is attached to the council packet. The parade route will run on Church Street this year. Council and staff have received some complaints from downtown owners about the challenges this event may bring to the area. City staff have been working to alleviate concerns where possible. Councilor Schneider requested the council discuss relocating the event.

If the council chooses to take action, staff request a motion is made for the relocation. If that is approved, further motions need to be made to relocate the alcohol license for Thirsty Pigs LLC and Lucky Wife Wine Slushies.

Attachments:

1. 2025 Oktoberfest Letter
2. 2025 Oktoberfest Downtown usage map

Oktemberfest 2025 will take place **Thurs Sept 25 through Sun Sept 28.**

Our event including the parade and weekend events' staging area will move to Church St, city Lots H & K, and S 1st St. As an owner/operator of a business within the staging area, the purpose of this letter is to enlist your help, cooperation, and support.

The streets in the downtown area including portions of Church St between 3rd St and Center St, the 1-½ block of S 1st St between Main and Linn St, and ½ block of S 2nd St between Main St to Church St adjacent to city Lot K. Portions of these streets and parking areas will remain closed through most of the weekend for the safety of everyone attending or operating the event. Some sections will close Tues evening around 8 pm, and some will open overnight Thurs, for business Fri, others will remain closed overnight Fri and Sat, and open Sun evening. Full access from Main St and Center St will remain open for the duration of the weekend. We will also maintain limited access via the alley ½ block south of Main St from the north end of S 2nd St.

Please be aware there will be restricted vehicle traffic and limited on street parking in these designated areas during the weekend's events. (Particularly for city Lot H, Lot K, and S 1st Ave between Main and Linn.) So that we can keep emergency routes open, and not risk damage to your vehicles, please plan to park your vehicles in one of the nearby area parking lots or on one of the side streets. We will maintain access to affected parking lots for businesses along the south side of Main St between Center and S 2nd St.

We currently plan to have some of the streets closed starting at various times, We are including a more detailed timeline below for when to expect certain streets and city parking lots to close, so you may plan as needed. All parking areas and streets should be back open to regular use by or before 9 pm Sun evening.

Carnival gates close probably just after 9 on Thurs, by about 10 on Fri and Sat, and by around 4pm on Sun. The carnival is expected to be shut down by or before 1030 each evening.

Thank You in advance for your cooperation.
Oktemberfest Board

S 2nd St - ½ block between Main and Church west of city Lot K.
City Lot K (south of Westown Apts) - Carnival
8:00 pm Tues – 8:00 pm Sun

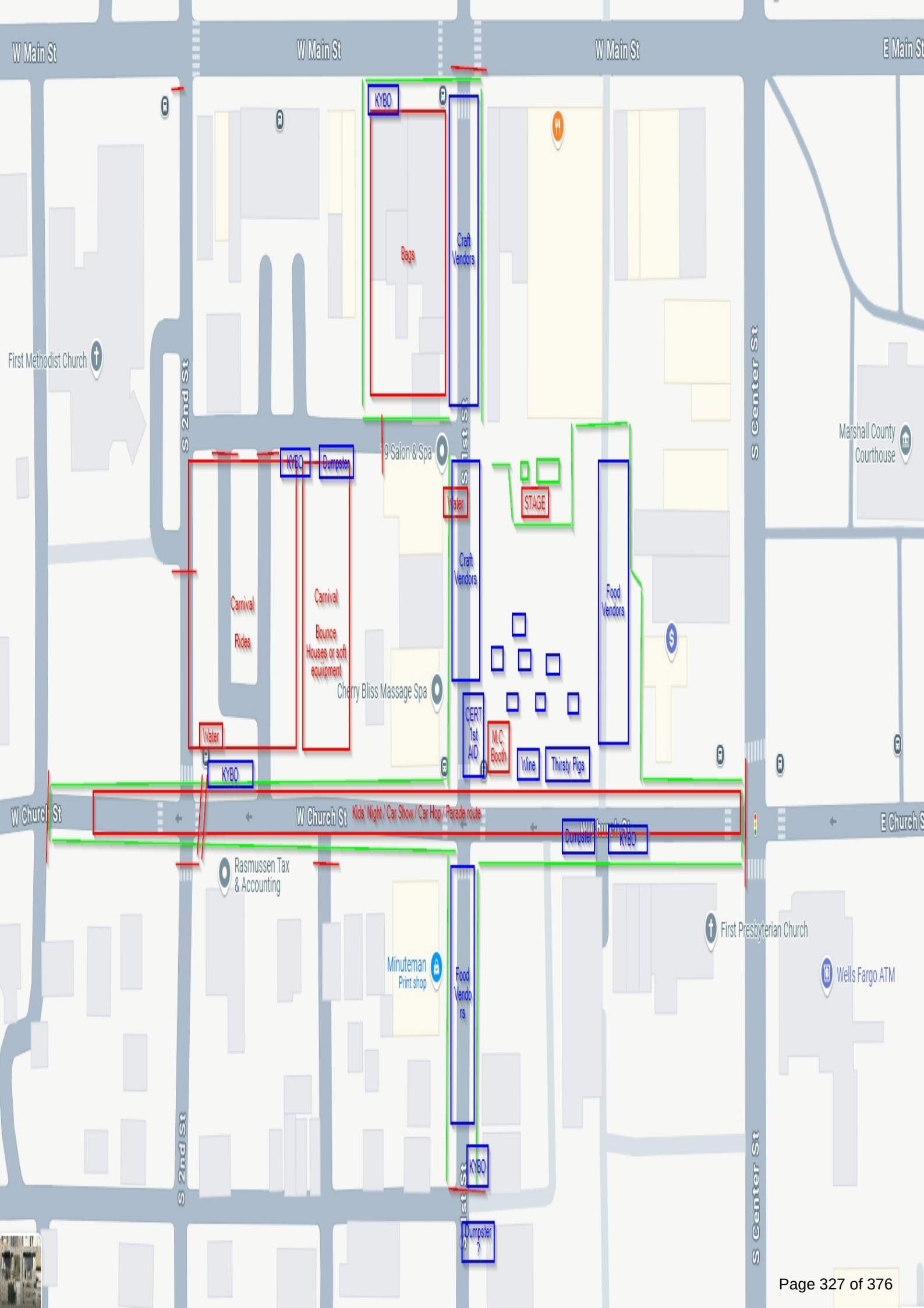
S 1st St – 1½ a block south of Main to the alley mid-block north of Linn
City Lot H (south of Tremont) – Main Stage
8:30/9:00 am Thurs – 8:00 pm Sun

Church St – 3rd St to Center – Kid's Night, Car Show, Parade, and Car Hop
3:00 pm Thurs – approx. 9:00 pm Thurs
3:00 pm Fri – approx. 12:00 am Sat
6:30 am Sat – approx. 1:00 am Sun
8:00 am Sun – approx. 9:00 pm Sun

Main St and Center St will remain open to regular traffic through the weekend of the event.

No activities are planned around the Courthouse square, S 1st Ave, or Annex parking lot for this year.

Parking will be available in other city lot's and along surrounding side streets.





**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: September 22, 2025
Re: Downtown Parking – Dedicated On-Street Parking for Business Use

Strategic Plan Objective:

None of the top nor high priority goals that were identified in 2025 Strategic Plan relate to this item. In the 2023 Strategic Plan, both “Invest in Downtown Redevelopment” and “Review City policies, procedures, plan, ordinances, programs, and services for updates & efficiencies” were listed.

Recommended:

Provide direction to City Staff from Council to aid in City Staff establishing a policy, procedure, and ordinance amendment (if required) in regards to business having dedicated on-street parking in the area of downtown.

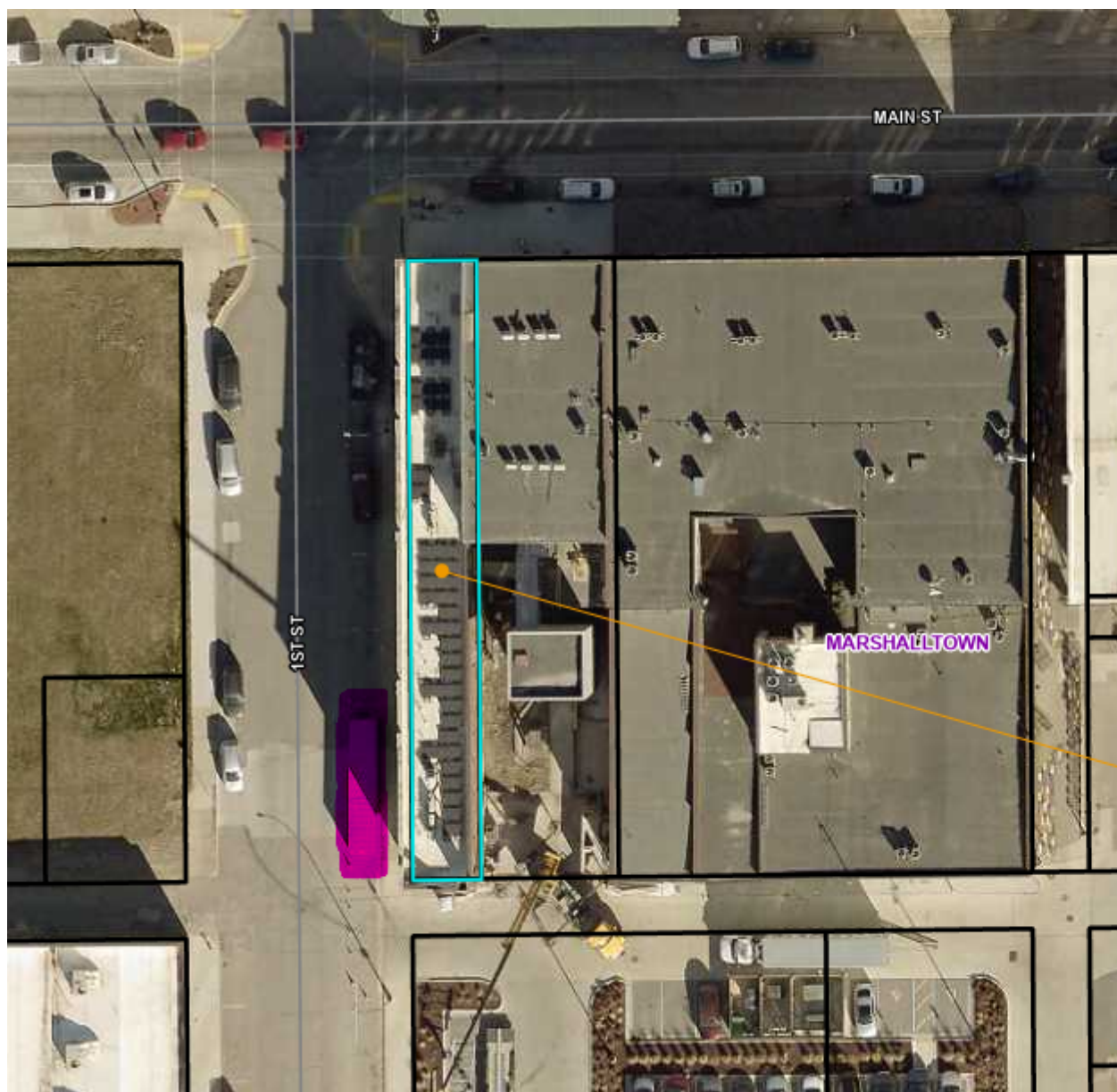
Budget Impact:

To be determined.

Description/Background:

City staff received a request from a Property Owner (Janelle Carter) and Upcoming Tenant (Olivia Ogston) at the Willards (36 W Main St) for dedicated two stalls along 1st Avenue for a new coffee shop opening this fall, potentially November time-frame:

Request: Dedicated parking to be 2 spots for 15-20 minutes for pick up/call in orders only. My plan would be to use the side door on 1st Street to deliver the items to their vehicle or they will come in and pick it up. Alicia Hunter met with Olivia and asked if the two stalls on the east side of 1st St, north of alley to Public Parking Lot would work; Olivia was fine with those (or others in that vicinity).



Justification/Reasoning: One of my concerns with having a coffee shop on main street is the parking. If customers can't find a close spot to park on their way to work, will they just opt for a chain coffee shop that have a drive thru where they don't even have to get out of the car. I want to make it as easy and convenient as possible for them to enjoy my shop.

Shop Hours: Monday – Saturday 7 AM to 3 PM with potential of some evening events.

As city staff began evaluating the request, we acknowledge that we have not had a request like this in the past; however, if we approved requests like this and other businesses wished to do the same, it could lead to potential challenges. Therefore, city staff are requesting input from

city council on several items so that we may establish a policy/procedure to respond to requests similar to this now and in the future.

A few of the questions or discussion points we'd like to go over include:

- Does Council want to allow dedicated business on-street parking downtown?
- If yes, what limitations?
 1. Single Business / Shared Business
 2. Location of Stalls
 3. Number of Stalls
 4. Hours
 5. Lease (for reference – information is included about lease discussions we had in December 2023 related to leasing stalls in public parking lots downtown)
 6. Signage Responsibilities
- If no, would there be an interest in select shorter duration time limit stalls?
 1. Consideration on enforcement
 2. Number, Location, Hours, Adjacent Building Request/Use
 3. Comment on location – sometimes comments come in on alley entrance/exit – could abut those
 4. Current Ordinance / Parking Schedules Attached

FOR REFERENCE – LEASE IN PARKING LOT DISCUSSION

City staff have discussed terms of a lease agreement for leasing stalls in downtown parking lots and generally agree on the following:

1. No stalls shall be leased in the Coliseum, Library, City Hall/Carnegie, and Farmer's Market parking lots.
2. All other lots shall have a maximum allowable lease rate of 50% of the available parking stalls. Exact stalls shall be located in the lot as directed by City Staff and included on the lease.
3. City would be responsible for signage for reserved stall(s), normal parking lot maintenance, and would work with the leaser on snow removal.
4. In general, the snow/maintenance alerts would not impact leased stalls. Snow and maintenance coordination would be direct between the Public Works Department and the leaser. Preliminary conversations with a potential leaser indicate vehicles would be allowed to remain in leased stalls and we would notify the leaser of a time frame of when the leased stalls should not be parked in so city staff can perform snow removal.
5. All leases are 24-hours/day, unless the leaser requests otherwise.
6. Leases will only be offered at a first come, first served basis at a rate of 1 stall per housing unit (apartment) or hotel room.
7. Building owners that lease a block of stalls shall be responsible for issuing tags to tenants.

8. Leasers shall be responsible for providing proof of current lease to the Police Department if a vehicle is parked in a leased stall that didn't lease that stall and the leaser would like it removed.
9. The city has the right to close all parking lots, including leased stalls, for city-sponsored events, events with a Public Use Permit, or parking lot maintenance or construction projects.
10. Minimum lease term of 6-months. 30-day notice is required to terminate a reserved parking lease.
11. Recommend consistent lease cost of \$25/month/stall, as is currently set by the City's Master Fee Schedule.

Attachments:

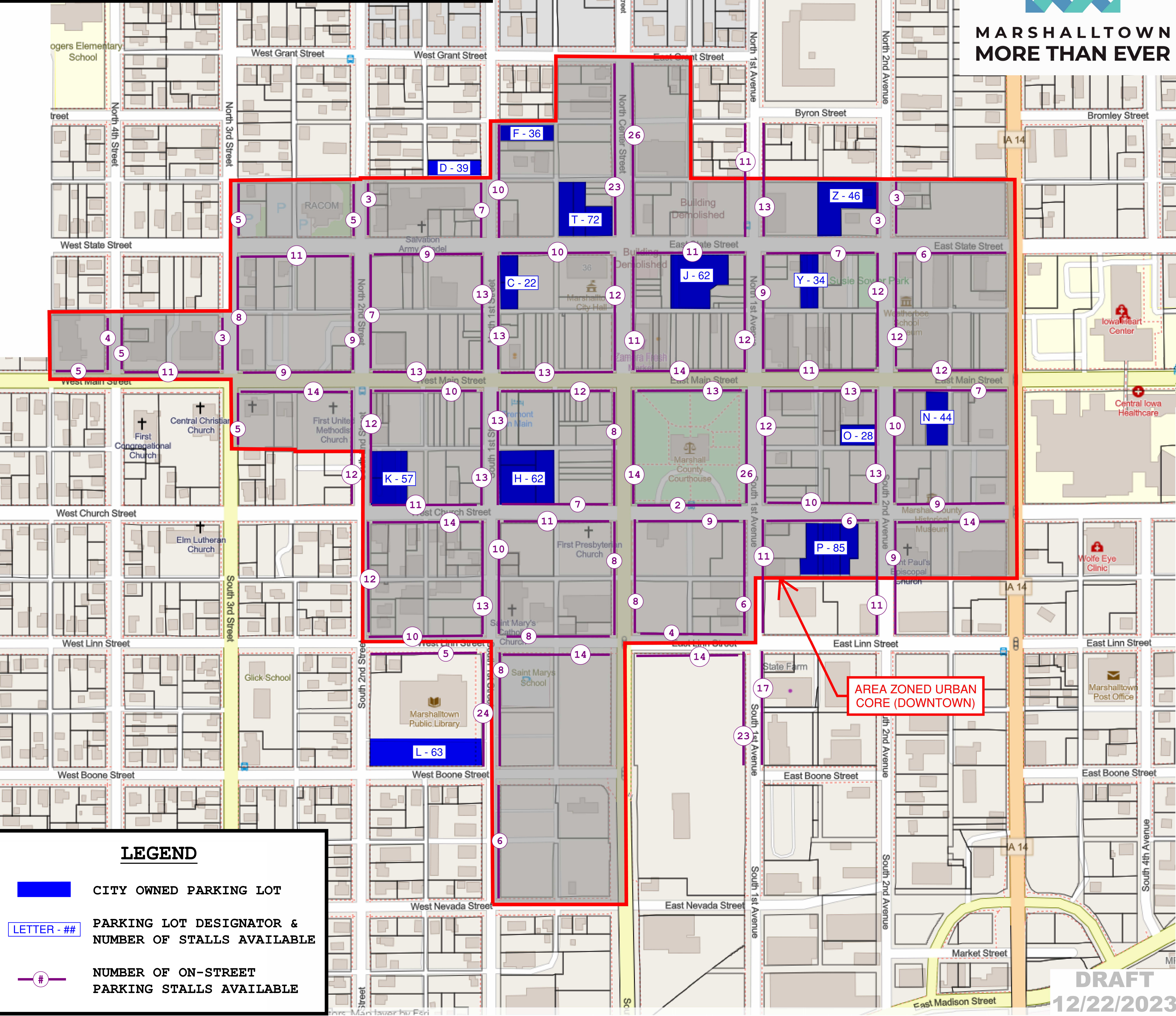
1. Downtown Parking Map
2. 241125-ORD 15096_Amend CH 77 Parking Schedules

DOWNTOWN MARSHALLTOWN

PUBLIC PARKING RESOURCES



MARSHALLTOWN
MORE THAN EVER



LEGEND

-  CITY OWNED PARKING LOT
-  PARKING LOT DESIGNATOR & NUMBER OF STALLS AVAILABLE
-  NUMBER OF ON-STREET PARKING STALLS AVAILABLE

DRAFT
12/22/2023

Preliminary Count = 650 Parking Lot Stalls & 902 On-street Stalls = 1,552 Parking Stalls

ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY AMENDING CHAPTER 77, PARKING SCHEDULES

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. The Code of Ordinances, City of Marshalltown, Iowa CHAPTER 77 PARKING SCHEDULES, SCHEDULE II – NO PARKING ANYTIME, schedule within Section (A), is hereby amended as follows:

Remove the following lines

<i>Side</i>	<i>On Street</i>	<i>From</i>	<i>To</i>
South	E. Church Street	East line of S. 3rd Avenue	A point 60 feet east of east line of S. 4th Avenue
North	E. Church Street	S. 3rd Avenue	S. 5th Avenue
North	E. Linn Street	S. Center Street	S. 3rd Avenue

Insert the following line

<i>Side</i>	<i>On Street</i>	<i>From</i>	<i>To</i>
North	Byron Street	N. 1 st Avenue	N. 2 nd Avenue
Both	E. Church Street	S. 3rd Avenue	S. 4th Avenue
North	E. Linn Street	S. Center Street	S. 1st Avenue
North	E. Linn Street	Alley between S. 2 nd Avenue & S. 3 rd Avenue	S. 3rd Avenue

Section 2. The Code of Ordinances, City of Marshalltown, Iowa CHAPTER 77 PARKING SCHEDULES, SCHEDULE IV – COMMUNITY SCHOOL DISTRICT STAFF AND EMPLOYEE PARKING, schedule within Section (A)(1), is hereby amended as follows:

<i>Side</i>	<i>On Street</i>	<i>From</i>	<i>To</i>
West	S. 2nd Avenue	E. Ingledue Street	Koeper Drive
Both	S. 3rd Avenue	E. Olive Street	Rainbow Drive
Both	S. 3 rd Avenue	Bobcat Blvd	Pine Street
Both	Koeper Drive	S. 3rd Avenue	S. 2nd Avenue
Both	Olson Way	E. Olive Street	S. 2nd Avenue
Both	Cherry Street	S. 2nd Avenue	S. Center Street
Both	E. Ingledue Street	S. 1st Avenue	S. 3rd Avenue

Section 3. The Code of Ordinances, City of Marshalltown, Iowa CHAPTER 77 PARKING SCHEDULES, SCHEDULE VI – RESTRICTED PARKING, Section (E), is hereby amended as follows:

(E) Exemption.

(1) An exemption parking permit may be requested for any individual residing in the Restricted Parking from 2:30 AM to 5:30 AM area without private parking or public parking access immediately adjoining or directly across an alley or street.

- (2) The exemption will allow for parking from 2:30 AM to 5:30 AM on 1st Street, 2nd Street, 1st Avenue, and 2nd Avenue.
- (3) Proof of residence is required to be issued a permit by the City Clerk.
- (4) The permit must be properly displayed on the bottom corner of the rear driver side windshield.
- (5) The exemption is not valid when the snow ordinance is in effect or the road is closed.

Section 4. The Code of Ordinances, City of Marshalltown, Iowa CHAPTER 77 PARKING SCHEDULES, SCHEDULE VII – SNOW REMOVAL; PARKING PROHIBITED, schedule within Section (A)(2), is hereby amended as follows:

<i>Side</i>	<i>On Street</i>	<i>From</i>	<i>To</i>
	All cul-de-sac circles		
Both	Denmead Boulevard	W. Main Street	W. State Street
Both	E. Boone Street	3rd Avenue	4th Avenue
Both	E. North Street	N. Center Street	N. 2nd Avenue
South	E. & W. State Street	N. 3 rd Street	N. 3 rd Avenue
Both	Highland Drive	5th Street	6th Street
Both	Laurel Drive	S. 15th Avenue	East to dead end
Both	Melody Lane		
Both	N. 12th Street	Fremont Street	Summit Street
Both	N. & S. 1 st Avenue	E. Church Street	W. State Street
Both	N. & S. 1 st Street	W. Church Street	W. State Street
Both	N. & S. 2nd Avenue	E. Church Street	W. State Street
Both	N. & S. 2 nd Street	W. Church Street	W. State Street
Both	N. 5th Avenue	Woodbury Street	Lee Street
Both	N. 6th Street	Highland Drive	Jerome Street
Both	N. 8th Street	Summit Street	State Street
Both	Noble Street	S. 7th Avenue	S. 8th Avenue
Both	Plaza Heights Road	S. 3rd Avenue	Iowa River Hospice
Both	S. 16th Street	W. Church Street	W. Linn Street
East	S. 4th Avenue	E. Church Street	Nevada Street
Both	S. 6th Street	Main Street	Madison Street
All	S. 11th Street - Parking lot	W. Church Street	Boone Street
Both	Walter's Circle	Edgebrook Drive	Cul-de-sac
Both	W. Linn Street	16th Street	A point 861 feet east
Both	Wood Street	S. 7th Avenue	S. 8th Avenue
Both	Young Street		

Section 5. The Code of Ordinances, City of Marshalltown, Iowa CHAPTER 77 PARKING SCHEDULES, SCHEDULE VIII – SNOW ROUTES, schedule within Section (E), is hereby amended as follows:

<i>Street</i>	<i>Location</i>
18th Avenue	From Marion Street to Highway 30
E/W Anson Street	From S 2nd Street to S 3rd Avenue
E/W Church Street	From S 9th Street to S 7th Avenue
E/W Linn Street	From S 3rd Street to S 3rd Avenue
E/W Main Street	From Highland Acres Road to N 18th Avenue
E/W Ramps	From S 3rd Avenue to E Madison Street
E/W Southridge Road	From S 6th Street to Governor Road
Edgebrook Drive	From E Southridge Road to E Olive Street
Edgewood Street	From N 3 rd Avenue to N 8 th Avenue
Governor Road and 12th Avenue	From Iowa Avenue East to Main Street
Iowa Avenue W/E	From the west corporate limits to S 18 th Avenue
Marion Street	From N 8th Avenue to N 18th Avenue
N 13th Street	From W Main Street to Summit Street
N 8 th Avenue	From Marion Street to Edgewood Street
N/S 3rd Avenue	From E Anson Street to the north corporate limits
N/S Center Street	From the south corporate limits to State Street
S 12th Street	From W Lincoln Way to W Olive Street
S 2 nd Street	From W High Street to W Anson Street
S 3 rd /6th Street	From W State Street to Iowa Avenue West
S 7th Avenue	From E Main Street to E Church Street
S 9th Street	From W Lincoln Way to W Main Street
Summit Street	From Valley View Road to N 13th Street
W Boone Street	From S 9th Street to S Center Street
W High Street	From S 6 th Street to S 2 nd Street
W Lincoln Way / Madison Street / Nevada Street	From Highland Acres Road to N 18 th Avenue
W Olive Street	From S 12th Street to 18th Avenue

Section 6. The Code of Ordinances, City of Marshalltown, Iowa CHAPTER 77 PARKING SCHEDULES, SCHEDULE IX – DISABLED PARKING, schedule within Section (A), is hereby amended as follows:

<i>Block</i>	<i>On Street</i>	<i>Side</i>	<i>Location</i>
10 W	State Street	South	1 st space west of N. Center Street
300 W	Main Street	North	1st and 2nd spaces east of 4th Street
200 W	Main Street	North	1st 2 spaces east of alley
200 W	Main Street	South	1st space east of alley
200 W	Main Street	South	2nd and 3rd spaces east of alley (Sunday only)
100 W	Main Street	North	1st space west of alley

10 W	Main Street	South	1st space east of 1st Street
10 W	Main Street	South	1st space east of alley
10 E	Main Street	North	1st space west of 1st Avenue
100 E	Main Street	North	1st space east of alley
100 E	Main Street	South	1st space west of alley
200 E	Main Street	North	1st space west of alley
300 E	Main Street	South	2nd and 3rd spaces east of 3rd Avenue
10 W	Church Street	South	3rd and 4th spaces west of Center Street (Sunday only)
10 W	Church Street	South	5th space east of Center Street
100 W	Church Street	North	2nd space west of 1st Street
100 E	Church Street	North	1st space west of alley
100 E	Church Street	South	1st space west of South 1st Avenue
200 E	Church Street	North	1st space east of alley
200 E	Church Street	South	1st space east of 2nd Avenue
10 S	1st Street	West	1st space north of Church Street
10 S	4th Street	East	2 spaces, 135 feet and 170 feet south of the south line of W. Main Street
10 N	Center Street	West	1st space south of W. State Street
100 N	Center Street	West	3rd space south of alley
100 N	Center Street	East	6th space north of alley
10 S	Center Street	West	1st space south of alley
10 N	1st Avenue	West	1st space north of Main Street
10 S	1st Avenue	East	1st space south of alley
10 S	1st Avenue	East	1st space north of E. Church Street
10 S	1st Avenue	East	1st space north of Church Street
10 S	2nd Avenue	West	1st and 2nd space south of alley (at 21 S 2nd Street)
100 S	2st Avenue	East	2nd space south of Church Street (at Presbyterian Church)
500 S	3rd Avenue	West	1st 1 space north of Madison Street
500 S	3rd Avenue	East	1st 1 space north of Madison Street
10 N	5th Avenue	East	1 space as signed (Sunday only)
10 S	5th Avenue	East	1st space south of the east/west alley
300S	6th Street	West	1 space as signed
300	Columbus Drive	North	From 145 feet west of Huisman Circle to 70 feet west
	Parking Lot A		2 spaces as signed
	Parking Lot D		1 space as signed
	Parking Lot E		1 space as signed
	Parking Lot F		1 space as signed
	Parking Lot H		3 spaces as signed
	Parking Lot J		3 spaces as signed

	Parking Lot K		1 space as signed
	Parking Lot L		1 space as signed
	Parking Lot N		1 space as signed
	Parking Lot O		1 space as signed
	Parking Lot P		2 spaces as signed
	Parking Lot T		3 spaces as signed
	Parking Lot W		1 space as signed
	Parking Lot Z		1 space as signed

Section 7. The Code of Ordinances, City of Marshalltown, Iowa CHAPTER 77 PARKING SCHEDULES, SCHEDULE X – PUBLIC ACCESS PARKING, schedules (1) and (2) within Section (C), is hereby amended as follows:

(1) Thirty-minute parking.

<i>Street</i>	<i>Location</i>
Center Street	West side, between Main Street and State Street, commencing 70 feet north of the north line of the east/west alley, to a point 43 feet north thereof
Main Street	North side, between 1st Avenue and 2nd Avenue, commencing 70 feet east of the east line of 1st Avenue to a point 24 feet east thereof
Main Street	North side, two spaces located 25 feet to 70 feet easterly of 3rd Avenue and three spaces located 115 feet to 185 feet easterly of 3rd Avenue
Main Street	South side, between 3rd Avenue and 5th Avenue the 1st, 4th, 5th and 6th parking spaces as assigned
Church Street	South side, between Center Street and S. 1st Avenue, from the point 31 feet west of S. 1st Avenue to a point 25 feet west thereof
S. 1st Avenue	West side, between Church Street and Linn Street, commencing 70 feet north of the east/west alley, to a point 27 feet north thereof
E. State Street	South side, the first three parking spaces west of the alley between 2 nd Avenue and 3 rd Avenue
W. State Street	South side, the second and third parking spaces west of N. Center Street

(2) Ninety-minute parking

<i>Street / Lot</i>	<i>Location</i>
Parking Lot J	West side, Row of Parallel Parking Stalls

(3) *Three-hour parking.* Except as shown in division (C)(1) and (C)(2) above and disabled parking as provided in Ch. 77, Schd. IX, division (A), of this traffic code:

<i>Street</i>	<i>Location</i>
1st Avenue	From State Street to 280 feet south of Church Street
1st Street	From 180 feet south of Grant Street to Church Street
1st Street	From Church Street to a point 180 feet south
2nd Avenue	From the alley south of State Street to the alley south of Church Street
2nd Street	From Church Street to Main Street
13th Street	Both sides, from Fremont Street to Summit Street
Center Street	From 120 feet south of Grant Street to Linn Street
Church Street	From 3rd Avenue to 2nd Street
Linn Street	South side, from S. Center Street to S. 3rd Avenue
Main Street	From 3rd Avenue to 3rd Street, and the south side of Main Street between 3rd Avenue and 5th Avenue
Main Street	South side between 3rd Avenue and 5th Avenue
State Street	From 3rd Avenue to 3rd Street

Section 8. That this ordinance shall be in full force and effect after its passage and publication as by law and field sign adjustments are made.

Passed this 25th day of November, 2024, and signed this 26th day of November, 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer
Joel Greer, Mayor

ATTEST:
Alicia Hunter
Alicia Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the 25th day of November, 2024, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the 27th day of November, 2024.

Alicia Hunter
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: Kiel Stevenson, Captain
Meeting Date: September 22, 2025
Re: Marshalltown Police Department Vehicle Purchase

Strategic Plan Objective:

Continually improve and sustain the City's services by upgrading safety equipment for staff handling critical incidents.

Recommended:

Staff recommends the purchase of a Lenco BearCat for \$316,663.

Budget Impact:

City Leadership recommends bonding for this purchase. The life expectancy for the recommended vehicle exceeds 10 years.

Description/Background:

The Marshalltown Police Department acquired a Caiman MRAP in 2014. The MRAP was a used military vehicle that was received through a federal government surplus program. The MRAP was utilized by the Marshalltown Police Department in critical incidents during its time in the fleet. The MRAP has operational limitations that have continued to increase as the vehicle has aged. For that reason, the Marshalltown Police Department is due to replace the MRAP with a new vehicle for critical incident response.

The operational limitations of the MRAP include maintenance concerns, reliability, vehicle size and maneuverability, delayed deployment times, and a limited number of vehicle operators.

Since the MRAP is a military vehicle, vehicle parts are difficult to acquire. City of Marshalltown vehicle mechanics are not trained or certified to handle many repairs on the MRAP. There have been multiple periods of time the MRAP is out of commission due to pending repairs. The MRAP is stored off-site of the Marshalltown Police Department because of the vehicle size. The MRAP also requires a long warm-up time. These factors delay the hasty deployment during an emergency. Finally, the MRAP requires specialized training for vehicle operators. This limits the number of personnel capable of operating the MRAP.

The Lenco BearCat is a purpose-built vehicle for civilian law enforcement. Lenco has the state

bid for tactical vehicles in Iowa. It is smaller, more maneuverable, and able to be stored on-site at the Marshalltown Police Department. The vehicle would be used on every critical incident when the tactical unit is deployed. This would improve public safety and officer safety during critical incidents. It would also improve the department's readiness to respond to active critical incidents.

It should be noted, the lead time for production of the BearCat is approximately 18 months.

Attachments:

1. 110793 MTLIA Marshalltown PD IA
2. Lenco - Sole Source Specifications 06.21.2024
3. Rick Legg Email
4. Chief Cross-Letter of Support



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive - Pittsfield, MA 01201

PH: 413-443-7359 - FAX: 413-445-7865

Quotation 110793

Customer Code: MTLIA

Quotation Date: 09/12/25

Lenco Tax ID#: 04-2719777

Page #: 1 of 1

Bill To

Marshalltown Police Department
909 S Second St.
Marshalltown, IA 50158 USA

Ship To

Marshalltown Police Department
909 S Second St.
Marshalltown, IA 50158 USA

Payment Terms	Shipping Terms	Ship Via
Net 30 Days	FOB: Destination	Common Carrier
Estimated Completion	Lenco Contact	Inspection & Acceptance
18 Months (+ or -) ARO	Jim Massery	At Lenco's Facility, Pittsfield, MA

Item:	Product #	Qty	Unit Price	Total
Vehicle configuration	4384			
Lenco BearCat	BC55003-BASE	1	\$264,310.00	\$264,310.00
Options:				
LED Red and Blue	LED_RED_BLUE	1		
Lusterless Urban Green	LUSTERLESS_URBAN_GREEN	1		
G2 Core Package	G2CORE	1	\$58,083.00	\$58,083.00
Package Discount	DISC	1	-\$15,000.00	-\$15,000.00
Diesel Engine, 6.7L Turbo	BCDLEN	1		
4-Door Configuration	BC4DR	1		
(1) 7" Vertical GunPort Upgrade	BCGP7	8		
Rear A/C - Heating System: High Capacity Upgrade	BCHACUP	1		
Hydraulic Front Mounted Receiver with Ram Post and Plate	BCHYDRAM	1		
Draco Prep Package	BCDRACOPREP	1		
Roof Mounted Remote Control Spot Light - LED	BCSLLED	2		
High Intensity Driving Lights in Front Bumper	BCHIDL	1		
Battery Trickle Charger	BCTC	1		
Intercom System Inside to Outside	BCINT	1		
Door Pivoting Ram Head	BCDPRH	1	\$1,880.00	\$1,880.00
Ford Ignition Key	BC104649	2	\$595.00	\$1,190.00
Configuration Subtotal:				\$310,463.00
Lenco BearCat	G2CORE	1	\$310,463.00	\$310,463.00
Freight Out - SWAT	FREIGHTOUT-VEHICLE	1	\$6,200.00	\$6,200.00
Net Total				\$316,663.00

Notes:

State of Iowa - Specialty Vehicles: Armored Rescue Vehicle
Contract Number: 005-RFB-0437-2023 / 23202A Current Option Period End Date: August 31, 2025

WARNING: Information Subject to Export Control Laws

The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 60 days.

ACCEPTANCE OF PROPOSAL

Authorized

Signature: _____

Please sign and return

Authorized

Signature: James Massery
Jim Massery

Thank you



SOLE SOURCE SPECIFICATIONS

Lenco Industries, Inc.
10 Betnr Industrial Drive
Pittsfield, MA, 01201
E-mail: Contracting@LencoArmor.com
Phone: 413-443-7359

DATE: June 21, 2024

RE: Sole Source Specifications for the Lenco BearCat

Lenco BearCat Key Features, Testing and Certifications

Armor Protection

- Armor Panels constructed of Certified Mil-Spec Steel
- Vertical Armor Panels are .50 inch thick, one-piece solid construction from the front of the vehicle to the rear of the vehicle
- Gunports and all surrounding armor protection, including backup armor, is .50 inch thick.
- Proprietary welding technique utilized in sidewall, floor and roof construction
- Armored hood, radiator protection, fuel tank, exterior lighting armor backup, inner fender armor, door and window pocket armor backup
- Department of the Army, U.S. Army Aberdeen Test Center – Ballistic Certification for armor plate used in every BearCat manufactured
- Independent Third-Party Testing to the following threats / ballistic standards: EN 1063 BR7, NIJ IV, STANAG 4569 Level 2, .50 CAL M2 Multi-Hit, .50 CAL M33 Multi-Hit, DM51x2 Hand Grenades, DM31 Anti-Personnel Mine, M67x2 Hand Grenades, 20mm FSP, V50 (BL) P Ballistic Test

Mobility & Automotive Safety

- 126" – 135" Wheelbase
- Custom-tuned suspension, including shocks, springs, bump stops, front and rear sway bars, track bar and radius arms
- Proprietary OEM Frame-to-Body construction
- Department of the Army, U.S. Army Aberdeen Test Center, Aberdeen Proving Grounds – Automotive Performance Testing to the following standards:
 - Test Operating Procedures (TOP)
 - North Atlantic Treating Organization (NATO) Reference Mobility Model (NRMM)

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865
www.LencoArmor.com · e-mail: Info@LencoArmor.com

- NATO Allied Vehicle Testing Publication (AVTP)
 - Society of Automotive Engineers (SAE)
- Human Factors Integration - Safety Assessment Review (SAR)
 - Fort Knox, KY
 - Fort Belvoir, VA
- National Highway Transportation Safety Administration (NHTSA), Office of Vehicle Safety Compliance (OVSC), Federal Motor Vehicle Safety Standards (FMVSS) Compliance Testing
 - Center of Gravity Test
 - FMVSS 105 – Hydraulic Brake Test
 - FMVSS 206 – Door Locks and Door Retention Test
 - FMVSS 207 – Seating Systems
 - FMVSS 210 – Seat Belt Anchorages
 - FMVSS 302 – Flammability of Interior Components
- National Tactical Officers Association (NTOA), Member Tested and Recommended Certification
 - 2003 Certification
 - 2020 Re-Certification
- U.S. Air Force Air Transportability Test Loading Activity (ATTLA) – Air Transportation Certification
 - Lockheed C-5 Galaxy
 - Boeing C-17 Globemaster III
 - Lockheed C-130 Hercules

Tactical Features

- Patented, zero gravity counter balanced & rotating roof hatch system
- Height-adjustable gunner stand with removable / serviceable design - *US Patent No. 11,561,060 B1*, granted to Lenco on 01/24/2023
- Automatic Door Lock-Out (side doors) with single tap release
- Welded Running Boards rated to hold 3,000 lbs. at each side & 2,500 lbs. on rear
- Occupant situational awareness
- 390 square feet of interior space
- 2-Piece Bumper-integrated hydraulic entry bars with attachments for Audio / Video, Chemical Deployment, and Water Deployment
- Roof Mounted Water Nozzle with internal joystick controls
- Bumper Mounted Water Nozzle with internal joystick controls
- Vehicle-Integrated On-Board SCBA System
- Tactical EMS interior layout, workstation, medical cabinet, oxygen storage and trauma lighting
- 68 Gallon Single Fuel Cell
- 40" Water Fording Package with Independent 3rd Party Testing

Service, Reliability & Interoperability

- Commercial Chassis common to government fleet
- Commercial Chassis Warranty and Service history at nearly 160+ Authorized Ford Service Centers across the United States

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- Ford OEM Warranty
- 3 Year Lenco Warranty
- Operational and Support Cost: Average cost of \$558 USD per 10,000 miles of operation
- Reliability, Availability and Maintainability (RAM): 24,906 mean miles between repair, 1.3 hours mean time to repair and 98% operational readiness
- Interoperability with hundreds of federal, state and local law enforcement agencies across the United States; reduces training cost and limits response time in joint operations
- Lenco Refurbishment Program – (4) individual ‘Schedules’ of refurbishment work that address Ford chassis components, Lenco components, paint and upgrades.
- Lenco Trade-In Program – End-of-Life vehicles can be traded-in to Lenco for value against the acquisition of a new or used model vehicle.

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www.LencoArmor.com · e-mail: Info@LencoArmor.com

Fwd: MRAP

From : Christopher Jones <cjones@marshalltown-ia.gov> Wed, Sep 10, 2025 12:50 PM
Subject : Fwd: MRAP
To : Kiel Stevenson <kstevenson@marshalltown-ia.gov>

Thank you,

Chris Jones

Begin forwarded message:

From: Rick Legg <rlegg@marshalltown-ia.gov>
Date: September 10, 2025 at 12:27:07 PM CDT
To: Christopher Jones <cjones@marshalltown-ia.gov>
Subject: MRAP

Greetings Chief.

Here are the main reasons the MRAP is a challenge to repair and maintain.

Suspension parts are difficult to locate.

Not able to obtain diagnostic software for the engine, transmission or electrical system.

Charging system is a complex 24 volt system.

A/C is a split system which would require the purchase of special equipment and our mechanics are neither trained nor certified to repair.

Air brake system can take up to 20 minutes before MRAP is able to move, thus hindering a quick response time for PD if necessary.

No specialized maintenance or repair training available for civilian mechanics.

If you need anything further, please let me know.

--

Rick Legg
City of Marshalltown
Street Superintendent



Marshalltown Fire Department

909 South 2nd Street
Marshalltown, IA 50158
Marshalltown-ia.gov
641.754.5751 (Office)
641.754-5722 (Fax)

MEMO

To: Honorable Mayor of Marshalltown and City Council
From: Christopher Cross, Fire Chief 
Cc: Christopher Jones, Chief of Police
Date: September 16, 2025
Re: Fire Department support for Police Department purchase of BearCat vehicle

I am writing to express my full support for the Marshalltown Police Department's proposal to acquire a BearCat armored vehicle. Recent history has made it abundantly clear that both law enforcement officers and firefighters face an increasing threat of targeted violence while performing their duties.

Across the nation, there have been tragic examples where first responders were deliberately ambushed and pinned down by gunfire. In **Memphis (2000)**, firefighters were shot while stepping off their apparatus during an intentionally set fire. In **Webster, New York (2012)**, volunteer firefighters were lured into a fatal ambush and trapped under sustained gunfire until tactical teams could intervene. More recently, in **Burnsville, Minnesota (2024)**, a firefighter-paramedic was killed alongside police officers during a violent standoff. And in **Idaho (2025)**, two battalion chiefs were murdered and another firefighter critically wounded when a suspect ignited a wildfire and then opened fire, pinning down crews behind their apparatus.

These events underscore that our personnel are no longer immune from intentional acts of violence. Firefighters and police officers alike can become direct targets. An armored vehicle such as the BearCat would provide a critical layer of protection, enabling safe rescue of pinned-down responders and civilians, rapid deployment of tactical resources, and secure access to hostile environments where standard apparatus cannot operate safely.

Our departments have a long tradition of standing side-by-side in times of crisis. The addition of this vehicle would not only enhance law enforcement's ability to respond to armed threats, but it would also directly safeguard the lives of firefighters and EMS personnel working in joint operations.

I strongly urge decision-makers to approve this acquisition. The BearCat is not a luxury—it is an essential tool to protect those who protect our community.

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

TO: Mayor and City Council
FROM: Debbie Millizer, Housing & Community Development Director
DATE: September 22, 2025
RE: Rental Inspection Budget Review

Executive Summary

The Rental Inspection Program budget is primarily driven by personnel costs, benefits, and contracted inspection services, with revenues generated from rental registration fees, inspections, and administrative charges. While the program generates significant revenues, expenditures have exceeded revenues in recent fiscal years, creating consistent operating deficits. A key policy decision for Council is whether to continue contracting for inspection services with Safe Building LLC or to hire an in-house inspector.

Historical Expenditure Trends

Fiscal Year	Actual Expenditures	Budgeted Expenditures	Surplus/(Deficit)
FY23	\$159,272	\$214,838	+52,543
FY24	\$177,234	\$207,128	-\$36,624
FY25	Year-end Close Pending	\$207,128	-\$38,116
FY26 YTD	\$55,839 (YTD)	\$207,128	-\$39,928 (proj.)

Note: FY25 “actual expenditures” currently reflect placeholder amounts that duplicate FY24 due to reporting timing in Tyler.

Main Cost Drivers

Expense Breakdown

Fiscal Year	Total Expenses	Contract (Safe Building)	Other Expenses
FY23	\$159,272	\$71,840	\$87,432
FY24	\$177,234	\$73,056	\$104,177
FY25	\$207,128	\$100,000	\$107,128
FY26 YTD	\$55,839	\$15,774	\$40,066

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Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



The Safe Building contract makes up ~40–45% of total expenses. The majority (55–60%) are personnel, benefits, insurance, memberships, publications, and supplies. This overhead is the primary driver of annual program deficits.

- **Contract with Safe Building LLC:**

- **Fee schedule:** \$90 per dwelling, \$50 for duplex/townhome, \$20 per apartment, capped at \$400 for complexes of 16+ units.
- **Re-inspections:** Same fee as initial inspection.
- **Administrative costs:** Included at no charge (scheduling, reporting, tenant/owner questions).

- **Personnel & Benefits (City staff):** City staff provide administrative support for program oversight.

- **Administrative Costs:** Legal publications, memberships, office supplies, and communications remain steady but minor.

Efficiency or Elimination Opportunities

Contractor vs. In-House Inspector:

Category	Safe Building with Current Contract	In-House
Base Service	~\$170-\$185k annually	Salary \$55-\$65k + Benefits \$25-\$30k
Training	Included	\$2-\$3k annually
Equipment	Included	~\$2k one-time
Vehicle	Included	~\$30k upfront + ~\$3k-\$4k annually
Annual Ongoing Cost	~\$170-\$185k annually	~\$80k-\$95k annually (excluding vehicle)
Year 1 Total (w/vehicle)	~\$170k-\$185k annually	~\$115-\$125k
Year 2+ Total (ongoing)	~\$170k-\$185k annually	~\$85k-\$100k

Safe Building (current model):

- **Pros:**
 - Flexible, scalable, predictable unit-based fees.
 - No long-term personnel obligations.
 - Administrative tasks (scheduling, reporting, calls) included.
 - Contractor ensures ICC-certified inspectors and manages their own training.
- **Cons:**
 - High recurring costs; program runs consistent deficits despite revenues.
 - Less direct control over staff performance and service priorities.

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- Limited relationship building with landlords/tenants due to rotating inspectors.
- Focus is on compliance, not broader housing strategy or neighborhood goals.

In-House Inspector (staff model):

- **Pros:**
 - Potential annual savings of \$70k–\$90k after Year 1.
 - Greater accountability and consistency in inspections.
 - Stronger integration with building, nuisance, and zoning staff.
 - Institutional knowledge stays with the City.
 - Builds long-term relationships with landlords/tenants, fostering trust and compliance.
- **Cons:**
 - Startup costs for vehicle, equipment, and training.
 - Ongoing obligation for salary, benefits, and IPERS.
 - Requires HR management, evaluations, and ongoing supervision.
 - Less flexibility if inspection volume declines.
 - Vulnerable to service gaps if staff turnover occurs.

Fee-for-Service Opportunities

The Rental Inspection Program is already primarily fee-based. Revenues have declined from FY23 peaks, and a review of registration, inspection, and reinspection fees could improve cost recovery and reduce reliance on the General Fund. The City could choose to maintain current fees during the first year of an in-house transition for stability, then review cost recovery data to determine if adjustments are necessary in future years.

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Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson





City of Marshalltown, IA

Budget Worksheet

Account Summary

For Fiscal: 2025-2026 Period Ending: 09/30/2025

Defined Budgets

Fund: 001 - GENERAL FUND

Revenue

		2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 Total Activity	2025-2026 Total Budget	2025-2026 YTD Activity
001.1071.4232.000	HSNG - Complaint - Housing Ad...	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.4420.000	RENTAL HOUSING INSPECTION	150,000.00	71,840.00	100,000.00	73,056.35	100,000.00	15,773.75
001.1071.4421.000	REGISTRATION FEES/RENTALS	50,865.00	51,065.08	52,000.00	51,766.93	52,000.00	47,222.70
001.1071.4422.000	RENTAL APPLICATION FEE	5,150.00	9,480.00	10,000.00	7,870.00	10,000.00	950.00
001.1071.4423.000	RENTAL HOUSING ADMINISTR...	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.4492.000	RENTAL INSP MISC CHRGS	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.4515.000	COURT RESTITUTION-RNTL HS...	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.4616.000	INT CHRGE - ACCS REC	5,600.00	8,208.90	6,000.00	6,383.10	5,000.00	1,957.33
001.1071.4875.000	RFNDS/REIMB:	200.00	15.61	200.00	41.63	200.00	0.00
001.1071.4960.000	SALE OF F.A.	0.00	0.00	0.00	0.00	0.00	0.00
	Revenue Total:	211,815.00	140,609.59	168,200.00	139,118.01	167,200.00	65,903.78

Expense

001.1071.5010.000	REGULAR SALARIES	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5010.010	REGULAR-NON UNION	40,761.00	53,464.75	73,645.00	68,233.09	68,113.00	21,419.23
001.1071.5020.010	OVERTIME-NON UNION	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5030.070	PART-TIME TEMPORARY	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5050.000	PART-TIME REGULAR	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5050.060	PART-TIME REGULAR	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5056.040	OTHR DEPT-PPME UNION	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5060.060	TERM PAYOUTS-PT REG	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5061.010	RHSA PAYOUTS - NON UNION	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5101.000	SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5101.001	SOCIAL SECURITY	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5101.010	SOCIAL SECURITY-NON UNION	2,527.00	3,042.45	4,566.00	3,865.61	4,223.00	1,229.66
001.1071.5101.040	SOCIAL SECURITY-PPME UNION	0.00	0.00	0.00	0.00	0.00	0.00

Budget Worksheet

For Fiscal: 2025-2026 Period Ending: 09/30/2025
Defined Budgets

		2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 Total Activity	2025-2026 Total Budget	2025-2026 YTD Activity
001.1071.5101.060	SOCIAL SECURITY-PT REGULAR	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5101.070	SOCIAL SECURITY-PT TEMP	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5102.010	MEDICARE-NON UNION	591.00	711.61	1,068.00	904.04	988.00	287.56
001.1071.5102.040	MEDICARE-PPME UNION	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5102.060	MEDICARE-PT REGULAR	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5102.070	MEDICARE-TEMPORARY	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5111.000	IPERS-NON UNION	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5111.010	IPERS-NON UNION	3,848.00	5,047.05	6,952.00	6,441.11	6,430.00	2,021.90
001.1071.5111.040	IPERS-PPME UNION	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5111.060	IPERS-PT REGULAR	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5112.010	ICMA-NON UNION	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5113.010	RETIREMENT-NON UNION	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5121.000	GRP INSUR-NON UNION	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5121.010	GRP INSUR-NON UNION	9,909.00	12,937.06	18,932.00	14,693.61	18,188.00	3,793.27
001.1071.5121.020	GRP INSUR-POLICE UNION	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5121.040	GRP INSUR-PPME UNION	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5123.000	WORKMAN COMP EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5123.010	WORKCOMP-NON UNION	799.00	1,101.47	813.00	970.38	1,178.00	236.42
001.1071.5123.040	WORKCOMP-PPME UNION	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5123.060	WORKCOMP-PT REGULAR	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5123.070	WORKCOMP-TEMPORARY	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5151.000	PHYSICALS/IMMUNIZATIONS	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5210.000	ADVERTISING & LEGAL PUB	0.00	14.75	1,014.00	1,013.45	0.00	0.00
001.1071.5234.000	LEGAL EXPENSES	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5250.000	COURT, RECORD & FILING FEES	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5251.000	LICENSE & PERMITS	0.00	180.00	0.00	0.00	0.00	0.00
001.1071.5280.000	DUES, MEMBER, SUBSCRIPTN	50.00	0.00	50.00	0.00	50.00	0.00
001.1071.5290.000	INSURANCE - GENERAL	1,012.00	654.70	720.00	918.44	792.00	0.00
001.1071.5300.000	INSURANCE - TORT LIAB	857.00	798.04	878.00	732.00	966.00	0.00
001.1071.5339.000	MEDICAL CLAIMS PAID BY CITY	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5342.000	CONTRACT-OUTSIDE HELP	150,000.00	77,590.00	100,000.00	74,130.00	100,000.00	25,610.00

Budget Worksheet

For Fiscal: 2025-2026 Period Ending: 09/30/2025
Defined Budgets

		2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 Total Activity	2025-2026 Total Budget	2025-2026 YTD Activity
001.1071.5344.000	CONTRACT-MAINTENANCE	0.00	136.91	250.00	258.36	250.00	121.99
001.1071.5360.000	POSTAGE & SHIPPING	1,500.00	1,672.34	3,000.00	3,411.50	3,000.00	738.02
001.1071.5410.000	REPAIRS & MAINTENANCE	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5450.000	TELEPHONE/OTHR COMMNCTN	700.00	1,175.56	1,000.00	765.90	1,000.00	245.77
001.1071.5460.000	CONFERENCE EXPENSE	400.00	0.00	400.00	49.99	400.00	90.00
001.1071.5472.000	MILEAGE REIMBURSE	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5565.000	VEHICLE OPER/MAINT SPPLY	500.00	0.00	500.00	36.05	500.00	0.00
001.1071.5570.000	VEHICLE GAS	600.00	506.08	600.00	483.73	600.00	35.54
001.1071.5600.000	OPERATING SUPPLIES	250.00	74.96	250.00	196.21	250.00	0.00
001.1071.5605.000	OFFICE SUPPLIES	200.00	58.92	200.00	130.37	200.00	0.00
001.1071.5703.000	MINOR COMPUTER	75.00	74.99	0.00	0.00	0.00	0.00
001.1071.5718.000	MINOR EQUIP. UNCLASSIFIED	0.00	0.00	0.00	0.00	0.00	0.00
001.1071.5980.000	REFUNDS/REIMB	30.00	30.00	0.00	0.00	0.00	10.00
	Expense Total:	214,609.00	159,271.64	214,838.00	177,233.84	207,128.00	55,839.36
	Total Revenues	211,815.00	140,609.59	168,200.00	139,118.01	167,200.00	65,903.78
Fund: 001 - GENERAL FUND	Surplus (Deficit):	-2,794.00	-18,662.05	-46,638.00	-38,115.83	-39,928.00	10,064.42
	Report Surplus (Deficit):	-2,794.00	-18,662.05	-46,638.00	-38,115.83	-39,928.00	10,064.42

Group Summary

		Defined Budgets				
Account Typ...		2023-2024	2023-2024	2024-2025	2024-2025	2025-2026
		Total Budget	Total Activity	Total Budget	Total Activity	YTD Activity
Fund: 001 - GENERAL FUND						
Revenue		211,815.00	140,609.59	168,200.00	139,118.01	167,200.00
Expense		214,609.00	159,271.64	214,838.00	177,233.84	207,128.00
	Total Revenues	211,815.00	140,609.59	168,200.00	139,118.01	167,200.00
	Fund: 001 - GENERAL FUND Surplus (Deficit):	-2,794.00	-18,662.05	-46,638.00	-38,115.83	-39,928.00
	Report Surplus (Deficit):	-2,794.00	-18,662.05	-46,638.00	-38,115.83	-39,928.00

Fund Summary

Fund	Defined Budgets					
	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 Total Activity	2025-2026 Total Budget	2025-2026 YTD Activity
001 - GENERAL FUND	-2,794.00	-18,662.05	-46,638.00	-38,115.83	-39,928.00	10,064.42
Report Surplus (Deficit):	-2,794.00	-18,662.05	-46,638.00	-38,115.83	-39,928.00	10,064.42

TO: Mayor and City Council
FROM: Debbie Millizer, Housing & Community Development Director
DATE: September 22, 2025
RE: Code Enforcement Budget Review

Executive Summary

The Code Enforcement Division is responsible for nuisance abatement and management of dangerous and dilapidated structures. Revenues are generated primarily through nuisance charges and reimbursements, but these consistently fall far short of covering expenses. Expenditures are driven by personnel, benefits, nuisance abatements (cleanup, snow removal, weed control), and demolitions. As a result, Code Enforcement operates at a significant annual deficit, requiring substantial General Fund support.

Marshalltown's budget for Code Enforcement is comparable to peer communities such as Grinnell and Newton, which also balance personnel costs, nuisance abatements, and demolition expenses in similar ranges. Like most cities, Code Enforcement here is partially funded through the General Fund and expected to run a deficit. It is widely recognized as a public good, similar to police, fire, or public works, necessary for maintaining safe, clean, and stable neighborhoods, even if not revenue-generating.

Historical Expenditure Trends

Fiscal Year	Actual Revenues	Actual Expenditures	Surplus/(Deficit)
FY23	\$20,305	\$166,790	-\$146,485
FY24	\$45,769	\$177,234	-\$131,438
FY25	Year-end Close Pending	~\$191,000	-\$145,000
FY26 YTD	\$10,508	\$87,203	-\$76,695 (proj.)

Note: FY25 "actual expenditures" currently reflect placeholder amounts that duplicate FY24 due to reporting timing in Tyler.

Main Cost Drivers

Personnel & Benefits

- Wages and benefits are consistently the largest expense, exceeding \$120k annually.

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- Payroll costs increased in FY25 due to the hiring of a part-time Code Enforcement Officer, which strengthened coverage but added salary and benefit obligations.

Residential Services (General Fund 001)

Category	FY25 Actual	FY26 Budget
Residential Cleanup	\$49,325	\$35,000
Residential Weed Control	\$36,271	\$20,000
Residential Snow Removal	\$1,190	\$5,000

Legal Expenses & Property Maintenance Project

- Legal costs increased in FY25 to \$5,694, compared to virtually no budget allocation.
- This spike is tied to the 2025 Property Maintenance Project, a focused campaign elevating chronic nuisance and housing code cases through formal legal channels.
- While costs are higher, the initiative is producing greater compliance rates and setting stronger expectations for property maintenance across neighborhoods.

Postage & Shipping

- Postage costs rose sharply in FY25 to \$6,716, compared to a budget of \$2,500.
- The increase reflects the large number of certified mailings required for nuisance notices and Property Maintenance Project enforcement.
- At ~\$6–\$8 per certified mailing, this equates to 800–1,000+ notices in FY25.
- Budgeting for postage at historical levels may understate needs if the City continues elevated enforcement activities.

Efficiency or Elimination Opportunities

Recommended Fee Structure Update

To strengthen cost recovery and reduce reliance on the General Fund, staff proposes revising nuisance abatement fees as follows:

Fee Type	Current	Proposed	Notes
Administrative	\$100 flat	\$150 for 1st offense in a rolling 12-month period + \$50 for each subsequent offense in the same 12 months	Aligns with Newton (\$150 flat) and adds escalation for chronic offenders, similar to Grinnell’s model
Postage/Notice Fee	\$6 per case	\$8 per notice mailed	Reflects true USPS certified mailing cost and better captures staff handling time.

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Contractor Cost Recovery	Actual Cost + Admin Fee	No Change	Continue pass-through for mowing, cleanup, snow removal, etc.
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Revenue Projection – Administrative Fee Adjustment

Based on FY25 actual revenues of \$44,386 from nuisance charges, staff estimates that approximately 444 nuisance abatements were billed (each including the \$100 administrative fee).

Scenario	Fee Structure	Estimated Annual Revenue	Change vs. Current
Current	\$100 flat	\$44,400	-
Proposed Base	\$150 flat	\$66,600	+22,200
Proposed with escalation	\$150 first offense, +\$50 for each additional offense within 12 months	\$70,000–\$72,000 (est.)	+25,000-\$28,000

A flat increase to \$150 per case would generate roughly \$22,000 more annually. With escalation for repeat offenses, annual revenue could rise by \$25,000–\$28,000, while also encouraging quicker compliance from chronic offenders.

Pros & Cons of Increasing Fees

Pros:

- Improves cost recovery, reducing reliance on the General Fund.
- Aligns Marshalltown with peer cities.
- Encourages quicker compliance from chronic offenders.
- Shifts costs from taxpayers to non-compliant property owners.
- Helps offset payroll and legal expenses tied to the Property Maintenance Project.

Cons:

- May create hardship for low-income homeowners.
- Collections challenges may persist even if fees are higher.
- Risk of public perception that fees are punitive.
- Adds administrative complexity if escalating or tiered structures are introduced.
- Potential pushback from landlords and property owners.

Fee-for-Service Opportunities

The City currently charges an administrative fee of \$100 and \$6 postage for each nuisance abatement, in addition to passing through contractor costs. These charges have not kept pace

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with the actual staff time, legal expenses, and mailing costs associated with each case. A review of peer communities shows Newton charges a flat \$150 administrative fee, while Grinnell utilizes an escalating fine structure for repeat violations.

Opportunities to strengthen cost recovery include:

- **Administrative Fee Adjustment:** Increase the base administrative fee to **\$150 for the first offense in a rolling 12-month period**, with **\$50 escalation for each additional offense** in the same period. This aligns Marshalltown more closely with peer cities and reflects actual staff labor costs.
- **Postage Fee Alignment:** Increase the postage fee from **\$6 to \$8 per notice mailed** to fully capture the certified mailing cost and staff handling time.
- **Escalation for Chronic Offenders:** Implement tiered fees that increase with repeat violations, ensuring the heaviest burden is placed on property owners who generate the greatest enforcement costs.
- **Lien Collection Strengthening:** Continue to pursue cost recovery through tax assessments, but explore more frequent lien certifications, interest on unpaid amounts, and cross-department enforcement (e.g., requiring nuisance fees to be cleared before permits or rental registrations are issued).

By modestly adjusting fees and strengthening recovery processes, the City could generate \$22,000–\$28,000 in additional annual revenue while more equitably shifting costs to chronic violators, reducing the Code Enforcement Division’s reliance on the General Fund

This item is presented for discussion only. Staff seeks Council direction on whether to proceed with adjustments to nuisance abatement fees and postage charges as outlined above

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City of Marshalltown, IA

Budget Worksheet

Account Summary

For Fiscal: 2025-2026 Period Ending: 09/30/2025

Defined Budgets

		2023-2024	2023-2024	2024-2025	2024-2025	2025-2026	2025-2026
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity
Fund: 001 - GENERAL FUND							
Revenue							
001.1075.4419.000	CODE ENFORCEMENT FEES	200.00	1,000.00	800.00	1,300.00	0.00	200.00
001.1075.4492.000	NUISANCE MISC CHRGS	25,000.00	19,274.99	50,000.00	44,385.50	50,000.00	10,308.00
001.1075.4875.000	RFNDS/REIMB: NUISANCE	15.00	30.24	30.00	110.18	0.00	0.00
Revenue Total:		25,215.00	20,305.23	50,830.00	45,795.68	50,000.00	10,508.00
Expense							
001.1075.5010.010	REGULAR-NON UNION	61,540.00	61,417.60	122,440.00	107,298.69	120,841.00	31,649.40
001.1075.5020.010	OVERTIME-NON UNION	0.00	0.00	0.00	0.00	0.00	55.46
001.1075.5101.010	SOCIAL SECURITY-NON UNION	3,815.00	3,583.53	7,591.00	6,153.39	7,492.00	1,835.34
001.1075.5102.010	MEDICARE-NON UNION	892.00	838.04	1,775.00	1,438.99	1,752.00	429.19
001.1075.5111.010	IPERS-NON UNION	5,809.00	5,797.84	11,558.00	10,128.88	11,407.00	2,992.90
001.1075.5121.010	GRP INSUR-NON UNION	19,626.00	19,625.84	45,849.00	38,884.83	47,452.00	9,336.29
001.1075.5123.010	WORKCOMP-NON UNION	1,207.00	1,266.82	2,198.00	1,269.25	2,124.00	294.84
001.1075.5151.000	PHYSICALS/IMMUNIZATIONS	0.00	0.00	0.00	69.76	0.00	0.00
001.1075.5210.000	ADVERTISING & LEGAL PUB	100.00	0.00	100.00	0.00	100.00	0.00
001.1075.5230.000	CONSULTING & PROF FEES	0.00	0.00	0.00	137.50	0.00	0.00
001.1075.5234.000	LEGAL EXPENSES	0.00	811.20	0.00	5,693.55	0.00	10,084.75
001.1075.5250.000	COURT, RECORD & FILING FEES	0.00	131.20	0.00	0.00	0.00	0.00
001.1075.5261.000	RESIDENTIAL CLEANUP	30,000.00	37,755.98	35,000.00	49,324.62	35,000.00	6,365.00
001.1075.5262.000	RESIDENTIAL SNOW REMOVAL	5,000.00	5,755.00	5,000.00	1,190.00	5,000.00	0.00
001.1075.5263.000	RESIDENTIAL WEED CONTROL	15,000.00	19,932.50	20,000.00	36,271.00	20,000.00	20,220.00
001.1075.5280.000	DUES, MEMBER, SUBSCRIPTN	0.00	0.00	0.00	70.00	0.00	0.00
001.1075.5290.000	INSURANCE - GENERAL	510.00	330.35	363.00	536.44	400.00	0.00
001.1075.5300.000	INSURANCE - TORT LIAB	700.00	672.04	739.00	764.00	813.00	0.00
001.1075.5344.000	CONTRACT-MAINTENANCE	0.00	69.59	0.00	111.75	0.00	6.14
001.1075.5347.000	CONTRACT-SOFTWARE MAINT	12,150.00	0.00	12,150.00	34,334.12	12,150.00	0.00

Budget Worksheet

For Fiscal: 2025-2026 Period Ending: 09/30/2025
Defined Budgets

		2023-2024	2023-2024	2024-2025	2024-2025	2025-2026	2025-2026
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity
001.1075.5359.000	TOWING SERVICES	1,000.00	745.00	8,000.00	18,400.00	1,000.00	1,320.00
001.1075.5360.000	POSTAGE & SHIPPING	2,000.00	2,515.62	2,500.00	6,716.09	2,500.00	1,770.31
001.1075.5410.000	REPAIRS & MAINTENANCE	200.00	0.00	200.00	0.00	200.00	75.21
001.1075.5440.000	TAXES PAID	2,000.00	1,212.00	2,000.00	1,920.00	2,000.00	0.00
001.1075.5450.000	TELEPHONE/OTHR COMMNCTN	1,200.00	1,327.90	1,800.00	1,763.10	2,300.00	391.57
001.1075.5460.000	CONFERENCE EXPENSE	150.00	0.00	150.00	300.00	150.00	0.00
001.1075.5464.000	TRAVEL-PER DIEM	0.00	0.00	0.00	63.46	0.00	0.00
001.1075.5483.000	WATER	500.00	10.40	500.00	7.00	500.00	0.00
001.1075.5485.000	STORM WATER FEES	690.00	731.99	732.00	427.99	0.00	75.60
001.1075.5565.000	VEHICLE OPER/MAINT SPPLY	500.00	65.00	2,500.00	2,402.52	500.00	0.00
001.1075.5570.000	VEHICLE GAS	1,500.00	1,585.16	1,500.00	1,376.25	1,500.00	261.45
001.1075.5600.000	OPERATING SUPPLIES	200.00	0.00	265.00	302.92	200.00	0.00
001.1075.5605.000	OFFICE SUPPLIES	200.00	6.98	200.00	46.64	200.00	39.48
001.1075.5612.000	COMPUTER COMPONENTS	0.00	602.89	0.00	0.00	0.00	0.00
001.1075.5702.000	OFFICE FURNITURE	0.00	0.00	0.00	296.39	0.00	0.00
001.1075.5703.000	MINOR COMPUTER	0.00	0.00	373.00	373.00	0.00	0.00
Expense Total:		166,489.00	166,790.47	285,483.00	328,072.13	275,581.00	87,202.93
Total Revenues		25,215.00	20,305.23	50,830.00	45,795.68	50,000.00	10,508.00
Fund: 001 - GENERAL FUND Surplus (Deficit):		-141,274.00	-146,485.24	-234,653.00	-282,276.45	-225,581.00	-76,694.93
Fund: 355 - Dangerous & Dilapidated (included GO bonds)							
Revenue							
355.1075.4330.000	STATE OPER GRANT	33,993.00	33,992.96	0.00	0.00	0.00	0.00
355.1075.4875.000	RFNDS/REIMB	10,000.00	10,000.00	0.00	0.47	0.00	0.00
355.1075.4960.000	SALE OF F.A.-CODE ENFORCEM...	30,000.00	40,136.00	10,000.00	9,093.57	10,000.00	12,000.00
Revenue Total:		73,993.00	84,128.96	10,000.00	9,094.04	10,000.00	12,000.00
Expense							
355.1075.5210.000	ADVERTISING & LEGAL PUB	500.00	0.00	500.00	0.00	500.00	0.00
355.1075.5230.000	CONSULTING & PROF FEES	10,000.00	5,092.60	10,000.00	7,200.00	10,000.00	0.00
355.1075.5233.000	ENGINEERING FEES	0.00	0.00	1,100.00	0.00	0.00	0.00
355.1075.5234.000	LEGAL EXPENSES	20,000.00	4,707.60	20,000.00	1,768.50	20,000.00	877.50
355.1075.5250.000	COURT, RECORD & FILING FEES	1,000.00	443.10	1,000.00	90.00	1,000.00	0.00

Budget Worksheet

For Fiscal: 2025-2026 Period Ending: 09/30/2025
Defined Budgets

		2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 Total Activity	2025-2026 Total Budget	2025-2026 YTD Activity
355.1075.5264.000	RESIDENTIAL DEMO	342,638.00	193,450.00	100,000.00	0.00	33,300.00	149,188.12
355.1075.5290.000	INSURANCE - GENERAL	160.00	0.00	0.00	0.00	0.00	0.00
355.1075.5331.000	PAYMENTS-OTHER ENTITIES	100.00	0.00	100.00	0.00	100.00	0.00
355.1075.5342.000	CONTRACT-OUTSIDE HELP	50,000.00	53,467.14	50,000.00	15,932.45	50,000.00	64,969.10
355.1075.5440.000	TAXES PAID	1,000.00	732.00	1,000.00	278.00	1,000.00	0.00
355.1075.5485.000	STORM WATER	1,000.00	132.14	100.00	50.40	100.00	8.40
355.1075.5600.000	SUPPLIES	0.00	708.46	0.00	1,958.28	0.00	0.00
355.1075.5781.000	LAND ACQUISITION	4,000.00	0.00	4,000.00	0.00	4,000.00	0.00
	Expense Total:	430,398.00	258,733.04	187,800.00	27,277.63	120,000.00	215,043.12
	Total Revenues	73,993.00	84,128.96	10,000.00	9,094.04	10,000.00	12,000.00
Fund: 355 - Dangerous & Dilapidated (included GO bonds) Surplus (D...		-356,405.00	-174,604.08	-177,800.00	-18,183.59	-110,000.00	-203,043.12
	Report Surplus (Deficit):	-497,679.00	-321,089.32	-412,453.00	-300,460.04	-335,581.00	-279,738.05

Group Summary

							Defined Budgets
Account Typ...	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 Total Activity	2025-2026 Total Budget	2025-2026 YTD Activity	
Fund: 001 - GENERAL FUND							
Revenue	25,215.00	20,305.23	50,830.00	45,795.68	50,000.00	10,508.00	
Expense	166,489.00	166,790.47	285,483.00	328,072.13	275,581.00	87,202.93	
Total Revenues	25,215.00	20,305.23	50,830.00	45,795.68	50,000.00	10,508.00	
Fund: 001 - GENERAL FUND Surplus (Deficit):	-141,274.00	-146,485.24	-234,653.00	-282,276.45	-225,581.00	-76,694.93	
Fund: 355 - Dangerous & Dilapidated (included GO bonds)							
Revenue	73,993.00	84,128.96	10,000.00	9,094.04	10,000.00	12,000.00	
Expense	430,398.00	258,733.04	187,800.00	27,277.63	120,000.00	215,043.12	
Total Revenues	73,993.00	84,128.96	10,000.00	9,094.04	10,000.00	12,000.00	
Fund: 355 - Dangerous & Dilapidated (included GO bonds) Surplus (D...	-356,405.00	-174,604.08	-177,800.00	-18,183.59	-110,000.00	-203,043.12	
Report Surplus (Deficit):	-497,679.00	-321,089.32	-412,453.00	-300,460.04	-335,581.00	-279,738.05	

Fund Summary

Fund	Defined Budgets					
	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 Total Activity	2025-2026 Total Budget	2025-2026 YTD Activity
001 - GENERAL FUND	-141,274.00	-146,485.24	-234,653.00	-282,276.45	-225,581.00	-76,694.93
355 - Dangerous & Dilapidated (included GO bonds)	-356,405.00	-174,604.08	-177,800.00	-18,183.59	-110,000.00	-203,043.12
Report Surplus (Deficit):	-497,679.00	-321,089.32	-412,453.00	-300,460.04	-335,581.00	-279,738.05

TO: Mayor and City Council
FROM: Debbie Millizer, Housing & Community Development Director
DATE: September 22, 2025
RE: Parking Enforcement Budget Review

Executive Summary

The Parking Enforcement Division is responsible for administering parking violations, leases, and meter-related revenues, as well as managing enforcement activities downtown. A Parking Enforcement Officer was hired in June 2024 as a full-time employee with the Police Department, then transitioned to Housing & Community Development in August 2024, where the role is split evenly between Parking Enforcement (50%) and Code Enforcement (50%). This change led to significant revenue growth, with FY25 actuals exceeding budget projections by over \$34,000.

Historical Expenditure Trends

Fiscal Year	Actual Revenues	Actual Expenditures	Surplus/(Deficit)
FY24	\$79,466	\$74,929	\$4,537
FY25	\$110,575	\$86,900	\$23,775
FY26 YTD	\$14,291	\$23,132	-\$8,841

Main Cost Drivers

Personnel & Benefits

- **Personnel costs** (wages, benefits, insurance, IPERS) are the largest driver of expenditures, reflecting the addition of the Parking Enforcement Officer.
- **Operational costs** include vehicle fuel/maintenance, parking software, signage, storm water fees, and utilities for the charging station.
- Revenues are driven primarily by parking violations, supported by small amounts from parking leases and electric vehicle charging fees.

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Program Performance

- Between **July 2024 – July 2025**, the officer issued **3,723 parking tickets**.
- From **July 1, 2025 – September 17, 2025**, another **525 tickets** were issued.
- Revenues rose from **\$79,466 in FY24** to **\$110,575 in FY25**, directly tied to the officer's enforcement activity.

The position's transition to HCD allows for efficient use of staff resources while maintaining a strong enforcement presence. The added ticket revenues in FY25 (approx. \$31,000 above FY24 levels) cover roughly 70–75% of the officer's parking-related costs. While not fully self-supporting, enforcement has substantially offset expenses while achieving the program's true purpose: ensuring compliance, turnover of spaces, and fairness for businesses and residents.

Efficiency or Elimination Opportunities

- **Shared staffing** (Parking + Code Enforcement) maximizes efficiency and helps offset personnel costs.
- Like peer cities, Parking is structured primarily to ensure compliance and turnover of spaces, rather than to function as a profit center.

Fee-for-Service Opportunities

Limited opportunities exist beyond the existing fine and lease structures. Revenues are in alignment with peer communities and designed to promote compliance, not generate profit.

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City of Marshalltown, IA

Budget Worksheet

Account Summary

For Fiscal: 2025-2026 Period Ending: 09/30/2025

Defined Budgets

		2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 Total Activity	2025-2026 Total Budget	2025-2026 YTD Activity
Fund: 001 - GENERAL FUND							
Revenue							
001.2020.4492.000	MISC CHARGES	750.00	1,794.46	1,680.00	2,881.89	1,680.00	550.65
001.2020.4520.000	ADM - Parking Violations	75,000.00	77,115.37	100,000.00	107,029.46	100,000.00	13,740.00
001.2020.4620.000	ADM - Parking Lease	600.00	600.00	600.00	600.00	0.00	0.00
001.2020.4875.000	RFNDS/REIMB:PARKING	0.00	-44.17	45.00	63.47	0.00	0.00
	Revenue Total:	76,350.00	79,465.66	102,325.00	110,574.82	101,680.00	14,290.65
Expense							
001.2020.5010.010	REGULAR-NON UNION	0.00	3,137.39	54,835.00	35,024.27	49,210.00	13,592.48
001.2020.5010.020	REGULAR-POLICE UNION	11,232.00	280.80	0.00	0.00	0.00	0.00
001.2020.5030.070	PART-TIME TEMPORARY	0.00	0.00	0.00	4,186.58	0.00	0.00
001.2020.5101.010	SOCIAL SECURITY-NON UNION	0.00	178.61	3,400.00	1,980.88	3,051.00	783.37
001.2020.5101.020	SOCIAL SECURITY-POLICE UNI...	696.00	18.50	0.00	0.00	0.00	0.00
001.2020.5101.070	SOCIAL SECURITY-PT TEMP	0.00	0.00	0.00	259.58	0.00	0.00
001.2020.5102.010	MEDICARE-NON UNION	0.00	41.76	795.00	463.24	714.00	183.17
001.2020.5102.020	MEDICARE-POLICE UNION	163.00	4.33	0.00	0.00	0.00	0.00
001.2020.5102.070	MEDICARE-PT TEMP	0.00	0.00	0.00	60.71	0.00	0.00
001.2020.5111.010	IPERS-NON UNION	0.00	278.51	5,176.00	3,306.25	4,645.00	1,283.07
001.2020.5111.020	IPERS-POLICE UNION	1,060.00	17.66	0.00	0.00	0.00	0.00
001.2020.5121.010	GRP INSUR-NON UNION	0.00	1,356.71	21,515.00	11,758.25	18,817.00	3,092.09
001.2020.5121.020	GRP INSUR-POLICE UNION	13,084.00	0.00	0.00	0.00	0.00	0.00
001.2020.5123.010	WORKCOMP-NON UNION	0.00	5.38	85.00	55.80	883.00	19.41
001.2020.5123.020	WORKCOMP-POLICE UNION	312.00	8.17	0.00	0.00	0.00	0.00
001.2020.5123.070	WORKCOMP-PT TEMP	0.00	0.00	0.00	100.03	0.00	0.00
001.2020.5132.000	CLOTHING EXPENSE	500.00	189.99	500.00	0.00	500.00	0.00
001.2020.5151.000	PHYSICALS/IMMUNIZATIONS	0.00	0.00	70.00	69.76	0.00	0.00
001.2020.5230.000	CONSULTING & PROF FEES	0.00	0.00	140.00	137.50	140.00	0.00

Budget Worksheet

For Fiscal: 2025-2026 Period Ending: 09/30/2025
Defined Budgets

		2023-2024	2023-2024	2024-2025	2024-2025	2025-2026	2025-2026
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity
001.2020.5290.000	INSURANCE - GENERAL	1,205.00	461.07	507.00	442.47	558.00	0.00
001.2020.5300.000	INSURANCE - TORT LIAB	279.00	210.00	231.00	88.00	254.00	0.00
001.2020.5342.000	CONTRACT-OUTSIDE HELP	0.00	0.00	0.00	0.00	0.00	900.00
001.2020.5344.000	CONTRACT-MAINTENANCE	750.00	690.00	750.00	0.00	750.00	0.00
001.2020.5347.000	PARKING SOFTWARE MAINTEN...	0.00	0.00	530.00	527.37	550.00	0.00
001.2020.5360.000	POSTAGE & SHIPPING	10.00	0.00	10.00	0.00	10.00	0.00
001.2020.5386.000	CONTRACT - LAWN CARE PARK...	0.00	0.00	0.00	450.00	0.00	600.00
001.2020.5444.000	Electric Fuel User Tax	0.00	47.42	192.00	206.54	192.00	122.23
001.2020.5450.000	TELEPHONE/OTHR COMMNCTN	100.00	0.00	455.00	186.09	780.00	145.08
001.2020.5481.000	ELECTRICITY	2,200.00	1,406.05	2,400.00	2,632.68	2,616.00	473.24
001.2020.5485.000	STORM WATER FEES	4,647.00	0.00	9,589.00	9,588.79	0.00	0.00
001.2020.5565.000	VEHICLE OPER/MAINT SPPLY	0.00	0.00	20.00	3.03	20.00	0.00
001.2020.5570.000	VEHICLE GAS	4,200.00	0.00	1,000.00	532.90	1,000.00	83.97
001.2020.5600.000	OPERATING SUPPLIES	5,400.00	2,153.70	2,100.00	2,088.63	2,100.00	1,853.87
001.2020.5703.000	MINOR COMPUTER	0.00	0.00	175.00	175.00	0.00	0.00
001.2020.5980.000	REFUNDS/REIMBURSEMENTS	0.00	0.00	610.00	605.00	10.00	0.00
	Expense Total:	45,838.00	10,486.05	105,085.00	74,929.35	86,800.00	23,131.98
	Total Revenues	76,350.00	79,465.66	102,325.00	110,574.82	101,680.00	14,290.65
	Fund: 001 - GENERAL FUND Surplus (Deficit):	30,512.00	68,979.61	-2,760.00	35,645.47	14,880.00	-8,841.33
	Report Surplus (Deficit):	30,512.00	68,979.61	-2,760.00	35,645.47	14,880.00	-8,841.33

Group Summary

		Defined Budgets					
Account Typ...		2023-2024	2023-2024	2024-2025	2024-2025	2025-2026	2025-2026
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity
Fund: 001 - GENERAL FUND							
Revenue		76,350.00	79,465.66	102,325.00	110,574.82	101,680.00	14,290.65
Expense		45,838.00	10,486.05	105,085.00	74,929.35	86,800.00	23,131.98
	Total Revenues	76,350.00	79,465.66	102,325.00	110,574.82	101,680.00	14,290.65
	Fund: 001 - GENERAL FUND Surplus (Deficit):	30,512.00	68,979.61	-2,760.00	35,645.47	14,880.00	-8,841.33
	Report Surplus (Deficit):	30,512.00	68,979.61	-2,760.00	35,645.47	14,880.00	-8,841.33

Fund Summary

Fund	Defined Budgets					
	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 Total Activity	2025-2026 Total Budget	2025-2026 YTD Activity
001 - GENERAL FUND	30,512.00	68,979.61	-2,760.00	35,645.47	14,880.00	-8,841.33
Report Surplus (Deficit):	30,512.00	68,979.61	-2,760.00	35,645.47	14,880.00	-8,841.33

TO: Mayor and City Council
FROM: Carol Webb, City Administrator
DATE: September 22, 2025
RE: City Administrator Budget Review

Executive Summary

The Community & Economic Development (CED) functions encompass planning, zoning, housing & urban renewal, direct economic development support, and contracted partnerships with the Marshalltown Central Business District (MCBD) and the Chamber of Commerce. Revenues are minimal and primarily tied to zoning permits. Expenditures are driven by personnel, benefits, consulting/professional services, incentive grants, and two major external contracts (MCBD and Chamber/CVB). Like other service functions, CED consistently operates at a deficit, requiring General Fund support.

Historical Trends

Revenues for Community & Economic Development are minimal, with no revenues coded to Economic Development or Housing & Urban Renewal, no direct revenues under the Chamber contract, and only modest revenues from Planning & Zoning permits (\$7,959 in FY24, \$9,527 in FY25, and \$6,000 budgeted and year-to-date for FY26).

Expenditures are driven by personnel and benefits in Planning & Zoning, incentive grant reimbursements in Economic Development, consulting/legal services, and annual contracts with MCBD and the Chamber.

5900.5331 – Payments to Other Entities is not a single contract. It includes:

- **Economic Development Services (Chamber)** – approximately \$100,000 annually.
- **Tourism & Promotional Services (Chamber/ Tourism)** – approximately \$250,000 annually, funded through Hotel/Motel Tax collections and paid monthly under Resolution 2025-16.

Together, these total about \$350,000 annually.

CITY COUNCIL

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Function	FY24 Actual	FY25 Actual	FY26 Budget	FY26 YTD (Sept)	Notes
5020 – Economic Development					
- MCBD (5020.5331)	\$ 50,000.00	\$ 50,000.00	\$ 60,000.00	\$ -	
- Incentive Grants (5020.5410)	\$ 61,219.00	\$ 142,781.00	\$ 75,000.00	\$ -	City Code, Façade, Safety & Security Grants
Other 5020 (consulting, legal, insurance, etc.)	\$ 31,562.00	\$ 57,219.00	\$ 85,000.00	\$ -	Consulting, legal, insurance, misc.
5030 – Housing & Urban Renewal	\$ 76.00	\$ 8,640.00	\$ 6,900.00	\$ -	Consulting services (Cindy Kendall)
5040 – Planning & Zoning	\$ 58,354.00	\$ 94,667.00	\$ 164,067.00	\$ 48,627.00	Personnel, benefits, dues, consulting
5900 – Other CED (Chamber)					
- Economic Development Services (Chamber)	~100,000	~100,000	~100,000	Incl. in YTD	City contract for business retention/attraction, workforce, etc.
- Tourism & Promotional Services (CVB)	~225,511	~241,353	~250,000	\$ 364,000.00	Hotel/Motel Tax funded; monthly payments under Res 2025-16
Total Expenditures	\$ 526,722.00	\$ 694,660.00	\$ 741,967.00	\$ 423,137.00	

¹ The FY26 YTD amount for Tourism & Promotional Services reflects timing of monthly payments from Hotel/Motel Tax collections. The year-end total is expected to align with the \$250,000 budget.

Main Cost Drivers

- **Planning & Zoning Personnel and Benefits** – wages, insurance, IPERS, dues, and related operating expenses.
- **Consultant Costs (FY24–FY25 Spike)** – In FY24–FY25, expenditures spiked due to the City contracting with an outside consultant to serve as City Planner until mid-December 2024, when the Assistant Housing & Community Development Director was hired. These invoices totaled about **\$57,000** under Consulting & Professional Fees. During the same period, advertising and legal publication costs also rose significantly (~**\$12,800**) due to a high volume of rezoning and development cases. These were temporary costs and are not expected to recur now that the position is filled in-house.
- **Housing & Urban Renewal Consulting** – Cindy Kendall’s professional services (\$8,640 in FY25, \$6,900 budgeted in FY26).
- **Incentive Grants (5020.5410)** – City Code, Façade, and Safety & Security Grants, which fluctuate year to year depending on project timing but incentivize property improvements, stimulate business activity, and expand the tax base.

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- **External Contracts** – annual support to MCBBD (\$60K) and the Chamber/CVB (~\$350K, split between ~\$100K for economic development services and ~\$250K for tourism/promotional services funded with hotel/motel tax).

Efficiency or Elimination Opportunities

- **Contract Reviews:** The MCBBD contract (\$60K) and Chamber/CVB contracts (~\$350K) are long-standing partnerships that provide marketing, downtown support, tourism promotion, and business development services. Renewal terms can be periodically reviewed for performance and alignment with Council priorities.
- **Limited Efficiencies** – Consulting fees were tied to a period of staff turnover and are not ongoing, while incentive grants are an intentional investment that incentivize property improvements, business activity, and growth in the tax base.

Fee-for-Service Opportunities

Fee-for-service opportunities in CED are minimal. Planning & Zoning fees provide a modest revenue stream, but most other expenditures — incentive grants and external contracts — are designed as investments in community vitality rather than billable services. Expanding fees beyond zoning permits would risk creating barriers to development.

CITY COUNCIL

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City of Marshalltown, IA

Budget Worksheet

Account Summary

For Fiscal: 2025-2026 Period Ending: 09/30/2025

Defined Budgets

		2023-2024	2023-2024	2024-2025	2024-2025	2025-2026	2025-2026
		Total Budget	Total Activity	Total Budget	Total Activity	Total Budget	YTD Activity
Fund: 001 - GENERAL FUND							
Revenue							
001.5040.4230.000	MISC BUSINESS LIC/PRMTS	500.00	1,000.00	200.00	400.00	0.00	250.00
001.5040.4231.000	ZONING LIC/PERMITS	6,000.00	7,959.12	6,000.00	9,527.37	6,000.00	1,968.00
001.5040.4616.000	INT CHRGD - ACCTS REC	0.00	3.00	0.00	9.75	0.00	1.50
001.5040.4875.000	RFNDS/REIMB	0.00	0.06	10.00	27.93	0.00	0.00
001.5900.4620.000	RENTS	2,000.00	1,875.00	2,300.00	2,000.00	2,300.00	450.00
	Revenue Total:	8,500.00	10,837.18	8,510.00	11,965.05	8,300.00	2,669.50
Expense							
001.5020.5010.010	REGULAR-NON UNION	0.00	4,302.18	0.00	1,370.04	0.00	0.00
001.5020.5101.010	SOCIAL SECURITY-NON UNION	0.00	258.51	0.00	82.06	0.00	0.00
001.5020.5102.010	MEDICARE-NON UNION	0.00	60.47	0.00	19.18	0.00	0.00
001.5020.5111.010	IPERS-NON UNION	0.00	406.14	0.00	129.34	0.00	0.00
001.5020.5121.010	GRP INSUR-NON UNION	0.00	652.65	0.00	235.23	0.00	0.00
001.5020.5123.010	WORKCOMP-NON UNION	0.00	7.26	0.00	2.17	0.00	0.00
001.5020.5230.000	CONSULTING & PROF FEES	0.00	0.00	32,030.00	30,290.00	0.00	0.00
001.5020.5234.000	LEGAL EXPENSES	50,000.00	33,837.00	20,000.00	15,879.50	20,000.00	0.00
001.5020.5300.000	INSURANCE - TORT LIAB	2,240.00	1,977.00	2,175.00	2,581.00	2,392.00	0.00
001.5020.5331.000	PAYMENTS-OTHER ENTITIES	50,000.00	50,000.00	150,000.00	150,000.00	160,000.00	60,000.00
001.5020.5410.000	REPAIRS & MAINTENANCE	249,359.00	142,780.56	75,000.00	61,219.03	75,000.00	0.00
001.5020.5440.000	TAXES PAID	0.00	0.00	2,700.00	2,700.00	2,700.00	0.00
001.5030.5230.000	CONSULTING & PROF FEES	0.00	0.00	6,900.00	8,640.00	0.00	0.00
001.5030.5600.000	OPERATING SUPPLIES	0.00	75.90	0.00	0.00	0.00	0.00
001.5040.5010.010	REGULAR-NON UNION	50,355.00	40,174.76	33,735.00	22,357.52	108,535.00	9,163.00
001.5040.5020.010	OVERTIME	0.00	0.00	608.00	607.86	0.00	3.87
001.5040.5060.010	TERM PAYOUTS-NON UNION	0.00	0.00	2,898.00	2,898.41	0.00	0.00
001.5040.5101.010	SOCIAL SECURITY-NON UNION	3,122.00	2,489.34	2,092.00	1,511.65	6,729.00	531.85

Budget Worksheet

For Fiscal: 2025-2026 Period Ending: 09/30/2025
Defined Budgets

		2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 Total Activity	2025-2026 Total Budget	2025-2026 YTD Activity
001.5040.5102.010	MEDICARE-NON UNION	730.00	582.18	489.00	353.58	1,574.00	124.51
001.5040.5111.010	IPERS-NON UNION	4,754.00	3,771.21	3,185.00	2,167.98	10,246.00	865.46
001.5040.5121.010	GRP INSUR-NON UNION	11,147.00	0.00	9,430.00	3,254.29	27,460.00	1,120.45
001.5040.5123.010	WORKCOMP-NON UNION	940.00	776.08	52.00	148.77	1,857.00	13.11
001.5040.5210.000	ADVERTISING & LEGAL PUB	300.00	218.00	12,752.00	12,815.69	300.00	0.00
001.5040.5230.000	CONSULTING & PROF FEES	2,000.00	1,771.00	42,000.00	56,902.50	2,000.00	0.00
001.5040.5250.000	COURT, RECORD & FILING FEES	100.00	0.00	100.00	0.00	100.00	0.00
001.5040.5280.000	DUES, MEMBER, SUBSCRIPTN	14,800.00	13,896.50	14,000.00	13,795.50	14,000.00	0.00
001.5040.5290.000	INSURANCE - GENERAL	0.00	0.00	0.00	48.62	0.00	0.00
001.5040.5300.000	INSURANCE - TORT LIAB	1,065.00	888.04	977.00	298.00	1,075.00	0.00
001.5040.5342.000	CONTRACT-OUTSIDE HELP	0.00	0.00	0.00	1,300.00	0.00	100.00
001.5040.5344.000	CONTRACT-MAINTENANCE	0.00	106.75	0.00	23.71	0.00	0.30
001.5040.5347.000	CONTRACT-SOFTWARE MAINT	400.00	1,635.00	825.00	2,075.00	900.00	0.00
001.5040.5360.000	POSTAGE & SHIPPING	200.00	170.00	200.00	705.58	200.00	197.50
001.5040.5370.000	PRINTING & BINDING	0.00	0.00	0.00	25.50	0.00	0.00
001.5040.5450.000	TELEPHONE/OTHR COMMNCTN	0.00	20.18	0.00	389.86	0.00	81.86
001.5040.5460.000	CONFERENCE EXPENSE	800.00	351.32	800.00	0.00	800.00	900.00
001.5040.5570.000	VEHICLE GAS - PLANNING & Z...	0.00	0.00	0.00	233.28	0.00	0.00
001.5040.5600.000	OPERATING SUPPLIES	200.00	64.50	200.00	74.50	200.00	0.00
001.5040.5605.000	OFFICE SUPPLIES	100.00	58.66	100.00	29.39	100.00	35.05
001.5040.5703.000	MINOR COMPUTER	0.00	0.00	0.00	234.37	0.00	0.00
001.5040.5980.000	REFUNDS/REIMB	0.00	0.00	0.00	150.00	0.00	0.00
001.5900.5230.000	CONSULTIN & PROFESSIONAL	62,500.00	62,500.00	0.00	0.00	0.00	0.00
001.5900.5331.000	PAYMENTS-OTHER ENTITIES	336,000.00	325,510.96	364,000.00	341,352.92	350,000.00	350,000.00
Expense Total:		841,112.00	689,342.15	777,248.00	736,902.03	786,168.00	423,136.96
Total Revenues		8,500.00	10,837.18	8,510.00	11,965.05	8,300.00	2,669.50
Fund: 001 - GENERAL FUND Surplus (Deficit):		-832,612.00	-678,504.97	-768,738.00	-724,936.98	-777,868.00	-420,467.46
Report Surplus (Deficit):		-832,612.00	-678,504.97	-768,738.00	-724,936.98	-777,868.00	-420,467.46

Group Summary

		Defined Budgets				
Account Typ...		2023-2024	2023-2024	2024-2025	2024-2025	2025-2026
		Total Budget	Total Activity	Total Budget	Total Activity	YTD Activity
Fund: 001 - GENERAL FUND						
Revenue		8,500.00	10,837.18	8,510.00	11,965.05	8,300.00
Expense		841,112.00	689,342.15	777,248.00	736,902.03	786,168.00
	Total Revenues	8,500.00	10,837.18	8,510.00	11,965.05	8,300.00
	Fund: 001 - GENERAL FUND Surplus (Deficit):	-832,612.00	-678,504.97	-768,738.00	-724,936.98	-777,868.00
	Report Surplus (Deficit):	-832,612.00	-678,504.97	-768,738.00	-724,936.98	-777,868.00

Fund Summary

Fund	Defined Budgets					
	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 Total Activity	2025-2026 Total Budget	2025-2026 YTD Activity
001 - GENERAL FUND	-832,612.00	-678,504.97	-768,738.00	-724,936.98	-777,868.00	-420,467.46
Report Surplus (Deficit):	-832,612.00	-678,504.97	-768,738.00	-724,936.98	-777,868.00	-420,467.46