ORDINANCE AD DING TITLE VII CHAPTER 7 REGULATING THE 2025 RAGBRAI EVENT TO THE SWEA CITY CODE OF ORDINANCES NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SWEA CITY, IOWA: SECTION 1

enacted to help city officials and citizens deal with the public health and safety issues presented by the infusion of a large number of people into the City of Swea City when the Des Moines Register's Annual Great Bicycle Ride Across Iowa (RAGBRAI) passes through Swea City on July 22,

SECTION 2 - That the following Chapter 7 - RAGBRAI - Food/ Merchandise Permits is hereby added to the Code of Ordinances of the City of Swea City, Iowa:

7.1 Food/Merchandise Booth

Chapter 7 Sections:

7.2 Food/Merchandise Booth Fees 7.3 Food/Merchandise

Location 7.4 Electricity Connection Fee

7.5 Health Regulations

Permit Required

7.7 Nuisance 7.8 Violations - Penalties 7.9 Street Closings 7.10 Effective Period

Permit 7.1 Food/Merchandise Requirement. No person, club, group, corporation, organization or entity of any kind shall provide, or sell food, beverages, services or merchandise to the public within the City of Swea City on July 22, 2025, unless said person or entity shall first obtain a Food/Merchandise Permit from the Swea City RAGBRAI 2025 Committee. Those businesses with regular locations within the City of Swea City which operate only from those regular locations are exempt from the

7.2 Food/Merchandise - Booth Fees The Fees collected will be used to help cover the extra expenses incurred for hosting the RAGBRAI riders in the city The fee for a Swea City Food/

requirements of this section

Merchandise Booth Permit shall be as Vendor Permit Fee Cleaning Deposit

Out of Town \$300.00 \$100.00 Local non-Profit \$50.00 \$50.00 The Cleaning Deposit is refundable

Thomas Johnson called the meeting

to order at 5:30 PM with the following

Johnson, Paul Ingalls and Jeremy

Housing Director Allison Delperdang

No one to speak for Public Comment

Motion by Theisen, seconded by

Stover to approve the agenda. All

approve. Motion carried. Motion

by Theisen, seconded by Ingalls to

approve the minutes. All approve.

Housing Board would like to see Unit

was excused. Director Crysti Neuman,

Office Coordinator Hannah Lampe

Stover. Jaimes Looft was absent .

Rowlet were also in attendance.

Low Rent Housing Agency

Low Rent Housing Agency of 24 cleaned up on the outside. No one is

Bancroft

Minutes

April 14, 2025

purposes of this ordinance "local" is defined as a person or entity based within the land area of North Kossuth/ North Union School District The Swea City RAGBRAI Committee

shall have the authority to negotiate a fee with individual vendors that is lower than the applicable fee provided herein when deemed by the Committee

Food/Merchandise locations shall be determined by the Swea City RAGBRAI committee in conjunction with the City of Swea City.

Food/Merchandise granted a Swea City Food/Merchandise Booth permit shall locate its temporary facility at a location to be determined by the Committee. The Committee shall notify each permit holder of their designated location no later than July

7.4 Electricity Connection Fee. The City of Swea City will make every effort to provide as many electrical connections as possible for the purpose of powering booths. Applicant must request an electrical connection at the time of application. The City cannot guarantee all electricity connection requests can be satisfied and such connections will be provided on a first come, first served basis. The fee for an electricity connection shall be \$ 100 in addition to other fees provided by this Chapter.

7.5 Health Regulations. A person or entity issued a Swea City Food/ Merchandise Booth Permit pursuant to this Chapter shall comply with the Iowa Department of Health rules and regulations pertaining to the sale and dispensing of food for consumption or non-food sales on its premises or within

the City of Swea City. 7.6 Glass Containers. To promote

safety during RAGBRAI, all beverages sold in Swea City, Iowa, by Food/ Merchandise Booth permit holders, on July 22 2025 shall be sold in non-glass containers only. This requirement shall also apply to any existing business selling beverages on its premises in an outdoor setting open to the public. 7.7 Nuisance. The sale of food or

the erection of a temporary facility for the sale of food or other merchandise without a Swea City Food/Merchandise Booth Permit on July 22, 2025, in violation of the provisions of this Chapter shall be considered a nuisance for the purposes of Title III, Chapter 2 of the Swea City Code of Ordinances. If this type of nuisance is determined to exist, a municipal infraction pursuant following satisfactory clean-up and to Title III, Chapter 2 of the City Code is teardown following the event. For hereby authorized and any peace officer Your Right To Know. Proceedings of the

living there but there are strollers and

the amount paid for maintenance

separated from fee paid to management

Motion by Stover, second by Johnson

There was no new or old business

Meeting adjourned at 5:42 PM on a

ATTEST: City Director, Crysti

and Test for \$8,376 until after Phase 1.

Motion Johnson, second Theisen

Motion Theisen, second Johnson to

Updates regarding inspections and

SEWER, STORMWATER, WATER

Motion Johnson, second Ingalls to

approve City of Burt buyout of Potholer

Agreement for \$2,500 contingent on

the delivery of the City of Bancroft's

replacement. All approve, motion

approve the first reading of Ordinance

2025.04.01 - An Ordinance Amending

the Code of Ordinances of the City of

Bancroft, Iowa by adding a temporary

entitled

"RAGBRAI

Motion Johnson, second Theisen to

All approve, motion

to approve \$500 donation to critically injured lineman from Webster City.

All approve, motion carried.

All approve, motion carried.

UTILITY

Neuman (Published April 23, 2025)

Theisen/Johnson motion. All approved.

to approve Management Report. All

Housing Board would like to see

other items against the building.

approve. Motion carried.

Mayor Thomas Johnson

Motion carried.

or any City Official, may dismantle and remove the nuisance, after the violator has received a verbal Notice of Cease and Desist all activities and after the violator fails to remove within 30 minutes of said notice. However, if the only nuisance or violation of this Chapter is the offender's failure to obtain the necessary permit, the Committee, in lieu of immediate abatement, may allow the person or entity to immediately purchase (cash only) a necessary permit as provided by this Chapter.

7.8 Violations - Penalties. Selling or supplying food or merchandise to any person without a Swea City Food/ Merchandise Booth Permit as required by this Chapter on July 22, 2025, or any violation of this Chapter shall be a simple misdemeanor punishable by a fine, a minimum of \$100.00 up to a

approval regarding the blocking of any city streets, any peace officer, the Mayor, or designee at their direction, may place barricades or road blocks in any City street, alley, or roadway to redirect vehicular traffic in order to enhance the proper and safe flow of bicycle and vehicular traffic within the City limits of the City of Swea City.

maximum of \$500.00. This offense shall

not be punishable by any jail time. In

addition, any violation of this Chapter

as set forth in Title III Chapter 2 of the

RAGBRAI event and without prior

7.9 Street Closings. During the

Swea City Code of Ordinances

7.10 Effective Period. The provisions of this Ordinance shall be in effect from 4:00 a.m. on July 22, 2025 and shall terminate on July 23, 2025 at 8:00

PUBLIC NOTICE

Permits Required: All commercial food and non-food vendors, except existing Bancroft businesses operating solely on their premises, must obtain a permit from the Bancroft RAGBRAI Committee to sell on July 22, 2025 Bancroft businesses wishing to extend beyond their premises also require a permit and written permission from adjacent property owners.

applications must be submitted by May

· Fees: Permit fees vary based on vendor type (non-profit/for-profit) and location (local within the North Kossuth Community District or out-of town), with higher fees for applications submitted after May 15th. All vendors must also pay a \$100 refundable cleaning deposit.

Bancroft RAGBRAI Committee will determine the location for all permitted commercial food and non-food booths. Health Regulations: Food vendors of Health and Kossuth County Public Health regulations.

· Glass Ban: For safety, all beverages sold by permitted vendors and in outdoor settings by existing establishments on July 22, 2025, must be in non-glass containers.

without a permit on July 22nd will be considered a nuisance and may be subject to immediate removal However, the RAGBRAI Committee may allow immediate permit purchase in lieu of abatement.

ordinance, including selling without a permit, are punishable by a fine of up to \$500 and/or 30 days in jail, and may also be treated as a municipal infraction with civil penalties. Street Closures: During the

street closures to manage bicycle and Repeal Date: This ordinance will be automatically repealed on August 1,

Passed and approved by this Council

First Reading- 04-14-25 Second Reading - waived on 04-14-

Third Reading- waived on 04-14-25 Complete Ordinance is available at

Looft Tank Wagon Service

BMU CLAIMS--APRIL 2025 VENDOR, FOR Advantage Administrators Health Insurance Alliant Energy, Gas \$230.15 \$1.521.09 Allied ENS. IT Services Bancroft Cargo, Gas/supplies \$305.73 BMU. Utilities \$197.30 Bancroft Register, Publishing \$63.27 \$525.00 Bancroft Tire, Truck repairs Bomgaar's, Supplies \$165.59 City of Bancroft, Payroll \$21,360.53 Compressed Air Equipment Service work-Electric plant \$3,020.37

Electric Engineering \$7,796.00 Dump It Sanitation \$12,001.14 March collections Gordon Flesch Co,

Copier lease Hager Foods, Supplies Hotsy Equipment

IAMU, Dues, training IA Dept of Revenue, Sales tax Irby, Stuart C

\$2,357.34 Pressure washer \$5,671.76 \$5,448.24

\$7,230.91 Health Insurance WCTA, Communications \$254.25 \$154,129.98 BMU ELECTRIC BANK FUNDS BALANCE 03/01/2025 \$916,009.10 RECEIPTS \$255,422,88 \$(185,888.41) DISBURSEMENTS

BALANCE 03/31/2025 \$985,543.57 \$371.635.10 \$1,409.65

\$548.65 BALANCE 03/31/2025 \$373,593.40 (Published April 23, 2025)

Your Right To Know... Proceedings of the Bancroft City Council

City of Bancroft 105 E Ramsey St Council Meeting April 14th, 2025

MINUTES-Mayor Tom Johnson opened the meeting with the Pledge of Allegiance

send the discussion of the purchase of Roll call: Jay Johnson, Paul Ingalls, Jaimes Looft, Jeff Theisen, a gravity tilt trailer to the Equipment and Jeremy Stover. Staff present Committee. were Crysti Neuman - City Director/ Clerk, Tim Rowlet - Utilities Director/ Clerk, Tony Laubenthal Department, Trevor Kluender staffing were discussed. No action

Electric Superintendent, Art Ingalls Police/Water & Sewer Department and Hannah Lampe - Deputy Clerk. Public present was Kim Meyer.

Motion by Stover, second Looft to approve agenda. All approve. Motion

Motion Stover, second Theisen to

open the Public Hearing to Approve the

Fiscal Year 2025/2026 Annual Budget at 6:00 PM.

Motion by Theisen, second Stover to approve the Consent Agenda. All approve. Motion carried. Motion by Johnson, second Theisen

to approve the bills. All approve.

Resolution 2025.04.02 -

Budget for Fiscal Year 2025/2026 -

of Tony Laubenthal for obtaining

Roll Call: Looft-aye, Theisen-aye,

PUBLIC FORUM: No discussion

deny Bancroft Cargo, LLC's request

for \$1,386.68 reimbursement for costs

incurred from an electric power outage.

to approve a 3-year Customer

Support Agreement (CSA) for the

following Engine Models 351B Serial

7RN01265/7RN01266 with Ziegler

Motion Theisen, second Looft to table

CAT. All approve. Motion Carried

Motion Theisen, second Johnson

CITY DIRECTOR'S REPORT

July 1, 2025, to June 30, 2026.

nays. Motion Carried.

ELECTRIC UTILITY

All approve. Motion carried.

and projects.

Resolution 2025.04.03 -

Certified Pool Operator Licensing.

Plan.

MISCELLANEOUS PERMITS". Roll Motion carried. Motion Stover, second Looft to close call: Looft-aye, Theisen-aye, Johnsonthe Public Hearing at 6:07. Roll call: aye, Ingalls-aye, Stover-aye. 5 ayes.

Stover-aye, Ingalls-aye, Johnson-aye, Motion carried. Theisen-aye, Looft-aye. 5 ayes. Motion Motion Johnson, second Theisen to waive the second and third reading Carried. Motion by Johnson, second Theisen of Ordinance 2025.04.01. Roll call: Johnson-aye, Stover-aye, Theisen-aye, to approve the following Resolutions:

Resolution 2025.04.01 - A Ingalls-aye, Looft-aye. Motion carried. Resolution Adopting the Bancroft Motion Johnson, second Theisen to approve Ordinance 2025.04.01. Roll Municipal Electric Utility Reliability call: Johnson-aye, Stover-aye, Theisenaye, Ingalls-aye, Looft-aye. Motion

Resolution Approving the annual Motion Johnson, second Stover to approve Jaimes Looft status from Ambulance Driver to EMT. All Resolution Amending the compensation approve, motion carried.

Motion Ingalls, second Stover to send discussion regarding 544P John Deere Payloader to Equipment Committee. Johnson-aye, Ingalls-aye, Stover-aye. 5

All approve, motion carried. Repairs to Center Street, between Summit Ave and Clay St was tabled and sent to Street Committee.

Motion Theisen, second Johnson to discuss the lease of a BobCat Excavator to the Equipment Committee. All approve, motion carried.

deny mural on west wall of City Hall. Motion Ingalls, second Stover to adjourn the meeting at 7:10 PM. All approve. Meeting adjourned.

ATTEST: Crysti Neuman/City Director

CITY CLAIMS--APRIL 2025

Preventative Maintenance Agreement on Emergency Power System with Ziegler CAT for Med. Voltage Switchgear Inspect, Maintenance and VENDOR, FOR Baker & Taylor Test for \$6,895 and Switchgear Single

Summary of Ordinance #2025.04.01 RAGBRAI-MISCELLANEOUS PERMITS. The City of Bancroft has adopted

temporary ordinance to manage the influx of visitors and vendors during the Des Moines Register's Annual Great Bicycle Ride Across Iowa (RAGBRAI) on July 22, 2025 Ordinance #2025.04.01, effective from July 21 to August 1, 2025, establishes a permit system for commercial food and non-food vendors operating outside of established Bancroft businesses. Key points of the ordinance include:

Application Deadline: Permit

30, 2025.

Designated Locations: The

Nuisance Control:

Penalties: Violations of the

effective period, the Bancroft Police Officer may implement temporary vehicle traffic flow within city limits.

this 14th day of April 2025.

Bancroft City Hall -105 E Ramsey St. 515-885-2382 (Published April 23, 2025)

NIMECA, Power cost, dues \$71,653.33

\$543.18

\$302.74

\$2,500.00

Your Right To Know. BMU Bills

Deisel gas

Van Wert Co

Wellmark BC/BS

Overhead Door Co

Service repairs

Petty Cash, Postage

Meter reader setup

VISA, Training conference

Trionfo Solutions, Insurance

\$176.68

MONEY MARKET FUND BALANCE 03/01/2025 INTEREST NET CHANGE

\$600.00 Iowa Workforce Development Unemployment IPERS, Retirement \$6,549.28 IREAD

\$158.36Library programming Lowe Construction Water mains, pool repairs \$29,239.31 Metering & Technologies \$488.88 Water meters

Municipal Maintenance Services Contract WA/SW operator \$702.00 Nate's Auto \$357.23 Truck service work PCC Ambulance Billing Claims services

Reutzel Excavating \$2,537.50 Water main repairs Rolling Excavating

Snow removal, water main work \$2,000.00 State Hygienic Lab Water testing Town Web Design

Email hosting-Library \$9,764.69 Treasurer, State of IA \$1,208.45 Payroll taxes Uline

Janitorial supplies-Library Vestis, Rug rental \$139.14 VISA Training, licensing, janitorial \$798.34 Windows & More, Janitorial \$80.00

WCTA, Communications \$495.80\$86,815.99 DISBURSEMENTS 2/28/25 \$31,684.18

RECEIPTS \$13,136.86 \$6,938.64 \$4,654.57 \$322.83 \$2,944.08 \$9,332.14 \$10.00 \$885.60

\$15,437,71 \$19,165.10 SEWER \$15,991.76 \$17,001.61 \$21,360.53 \$21,360.53 ELECTRIC STORM WATER \$1,389.00 \$1,200.00 \$98,020.07 \$84,795.07 SAVINGS

RECREATION/CELEBRATION STREET EQUIPMENT FUND ECONOMIC DEVELOPMENT SAVINGS TOTAL COMMUNITY PROJECTS

(name change Dec 2023) SINKING FUNDS

SEWER CAPITAL STREET STORM SEWER SINKING FUNDS TOTAL LIBRARY mistake on bal sheet

TOTAL

\$7,030.67 \$11,644.46 \$57.02 \$1,212.31 \$19,944.46 \$5.93

Notice to residents of Swea City 3-2-3 6a., 6b. & 6c are as follows: A. Mowing of Properties. Any

SECTION 3 - REPEALER: All Ordinances or parts of thereof in conflict with the provisions of this Ordinance are hereby repealed. SECTION 4 - SEVERABILITY

APPROVED

ATTEST: Alycia Wolterman, City

PUBLIC NOTICES

IOWA NEWSPAPER ASSOCIATION

(Published April 23, 2025)

IOWA

a.m. All vendors must shut down on or

before 5:30 p.m. on July 22, 2025.

unconstitutional

April 1, 2025.

Wendy Zielske, Mayor

CLAUSE: If any section, provision whether vacated or non-vacated, is or part of this Ordinance shall be required to be mowed any time the adjudged invalid or unconstitutional, vegetation reaches a height of more such adjudication shall not affect than eight (8) inches on the days the validity of the Ordinance as a between May 1st and October 31st of whole or any section, provision or each year. The property owner and part thereof not adjudged invalid or occupant are also jointly and severally responsible for mowing the abutting SECTION 5- WHEN EFFECTIVE: pace between the lot line and the curb This Ordinance shall be in effect after line or the edge of the traveled portion its passage, approval and publication of the street right-of-way and one-half as provided by law and remain in effect of any alley abutting the property.

until 8:00 a.m. on July 23, 2025. B. Penalty. The City or their agents ADOPTED BY THE City Council of may mow any property, which is not mowed by the above dates (May 1st-Swea City, Iowa on the 16th day of October 31st) and a charge of \$50 per hour per person for such mowing will be charged. There will be a minimum charge for 1 hour (\$50.00). Any

property owner or resident who fails to mow their properties, thus allowing the same to be moved by the City or their agents and who do not provide payment for the mowing as required will be assessed by the City for such costs. This will be assessed to the utility bill or collected in the same manner as C. Method of Service and Billing.

Annual publication of the ordinance codified by this chapter will serve as notice to property owners and residents. Notice of violation will be posted at the residence and the resident will be allowed 72 hours to mow/trim the property. Any billings for mowing done by the City or their agents are to be sent by regular mail and are payable (Code of Iowa, Sec. 364.12(3)(g)

Roll Ends of Newsprint available at the BANCROFT REGISTER OFFICE

PUBLIC NOTICE

NOTICE TO BIDDERS

THEOF WASTEWATER SYSTEM IMPROVEMENTS FOR THE CITY OF SWEA CITY, IOWA

Sealed bids will be received by the City Clerk of Swea City, Iowa at City Hall, 308 4th Ave W., Swea City, IA pefore 2:00 p.m., on the 15th day of May, 2025, for the construction of the Wastewater System Improvements Project in and for the City of Swea City. Iowa. At the above time and place all bids received by the City will be opened and publicly read with the results being reported to the Swea City City Council at their meeting on May 21st 2025, at 6:30 P.M., at City Hall, 308 4th Ave W, Swea City, Iowa, at which time and place the Council may take action on the proposals submitted or at such time as may then be fixed.

Wastewater System Improvements project will be held at 2:00 P.M., CST on April 2nd, 2025 at Swea City City Hall (308 4th Ave W., Swea City, IA 50590). Prospective contractors may attend in person or virtually, please reach out to lenny.larson@ISGInc.com for a call-in number for those who cannot attend in person. Representatives of the Owner and Engineer will be present to discuss the Project. Engineer will transmit to all prospective Bidders of record such Addenda as Engineer considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective

The general description of types of construction and their limits for which bids will be received shall be as follows: Wastewater System Improvements Includes sludge removal

demolition of dikes and structures currently part of the lagoon system; installation of influent structure MBBR structure, and miscellaneous manhole structures on-site: construction of a blower building with process equipment, mechanical equipment, and electrical and controls equipment housed inside; installation lagoon aeration equipment. Work also includes erosion control, grading, utilities, seeding, and all other miscellaneous work required to complete the project in accordance with the plans and specifications.

The general project location is as follows: 803 420th Street, Swea City, \$129.77 Iowa. Parcel SE of City limits in Section 20, Township 99N, Range 29W. A more detailed description of the kinds and approximate quantities of materials and types of construction for which bids will be received are set forth in the Bid Form included in the specifications prepared by I+S Group, Inc. (ISG) of Des Moines, Iowa, which together with the proposed form of contract are now on file for public examination in the office of the City Clerk, and are by this reference made part hereof as though fully set out and

incorporated herein.

All proposals shall be made on official proposal forms furnished by the Engineer and must be enclosed in separate sealed envelope and plainly identified and addressed to the City of Swea City, Iowa. Each proposal shall be accompanied

by a cashier's check or certified check drawn on a state-chartered or federally chartered bank, or a certified share draft drawn on a state-chartered or federally chartered credit union, or a bidder's bond with corporate surety satisfactory to the City in an amount equal to Ten percent (10%) of the total amount of the proposal. If bid bond is submitted, it must be in the form provided in these specifications. Said check or share draft may be cashed, or the bid bond forfeited as liquidated damages in the event the successful bidder fails or refuses to enter into a contract within ten (10) days of issuance of a Notice of Award and post bond satisfactory to the City insuring the faithful fulfillment of the contract and maintenance of said improvements as required by law. The bid bond should be executed by a corporation authorized to contract as a surety in the State of Iowa, and must not contain any conditions either in the body or as an endorsement thereon. The successful bidder will be required to furnish a corporate surety

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, the payment for materials used in the project and the maintenance of said improvements in good repair for not less than one (1) year from the time of acceptance of said improvements by The City reserves the right to defer acceptance of any proposal for a period

not to exceed sixty (60) calendar days from the date of receipt of bids. The City reserves the right to reject any or all bids and to waive informalities. Payment of the cost of said project will be made from such cash funds of the City as may be legally used for sale of warrants, as authorized by made payable from any or all of the above-mentioned sources The Contractor will be paid ninetyfive per cent (95%) of the Engineer's

estimate of the value of acceptable

work completed at the end of the preceding month. Final payment will be made not less than thirty-one (31) days after completion of the work and acceptance by the City, subject to the conditions and in accordance with the provisions of Chapter 573 of the Code No such final payment will be due until the Contractor certifies to the City that the materials, labor, and services involved in the final estimate have been paid for in accordance with the requirements stated in the A pre-bid conference for the specifications. The City of Swea City is exempt from paying Sales and Use

> the Contractor to buy equipment and material for the project tax free. The work on this project shall commence within ten (10) days after receipt by the contractor of a written notice to proceed. The work shall be substantially completed by December 31, 2026, and completed and ready for final payment by February 28, 2027, subject to any changes in the contract period as provided for in these specifications. Liquidated damages in the amount of

Tax and will supply Contractor with an

'Iowa Sales Tax Exemption Certificate'

and an authorization letter to allow

for each day that the work shall remain uncompleted after the above referenced completion date with due allowance for extensions of the contract period due to conditions beyond control of the Contractor. By virtue of statutory authority, a

preference will be given to products and

provisions grown and coal produced

In accordance with Iowa statutes

within the State of Iowa.

\$750 per calendar day will be assessed

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

the nonresident bidder is a resident. Failure to submit a fully completed Bidder Status Form with the bid may result in the bid being deemed nonresponsive and rejected.

by the state or foreign country in which

Plans and specifications governing the construction of the proposed improvements have been prepared by the Engineer. These plans and specifications, and the proceedings of the City referring to and defining said improvements, are hereby made a part of this Notice and the proposed contract by reference, and the proposed contract shall be executed to comply therewith. Copies of said plans and

are now on file in the office of the City Clerk, for examination by bidders Copies may be obtained from ISG, 217 East 2nd Street Suite 110. Des Moines. IA 50309, (515) 243-9143 upon deposit \$200.00 (plus shipping cost) for 11"x17" Plans and Specifications and \$250 (plus shipping cost) for 22"x34" Plans and Specifications which shall be refunded upon return of the plans and specifications within fourteen days after award of the project. If the plans and specifications are not returned within fourteen days after award of the project and in a reusable condition, the deposit shall be forfeited. Plans and specifications may also be obtained by download from the ISG website at www.isginc.com at no cost. Any bidder or equipment supplier

whose firm or affiliate is listed in the GSA publication "List of Parties Excluded from Federal Procurement and Non-procurement Programs" will be prohibited from the bidding process Anyone submitting a bid who is listed in this publication will be determined to be a non-responsive bidder in accordance with 40 CFR Part 31. This agreement is for services

related to a project that is subject to the Build America, Buy America_Act (BABA) requirements under Title IX of the Infrastructure Investment and Jobs Act ("IIJA"), Pub. L. 177-58. Absent an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget's Memorandum 02, Implementation Guidance on Application of Buy America Preference Federal Financial Assistance

covered items to be incorporated infrastructure Contractor shall comply with BABA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABA documentation.

shall provide BABA documentation for any new products or materials required by the change. Contractor shall designate the

PROCUREMENT DOCUMENTS AND CONTRACTS

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.

to comply with HUD's regulations in 24 CFR part 75, which implement Section 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.

positions; and the anticipated date the work shall begin. D. The contractor agrees to provide

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

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

or activities. G. The contractor agrees to post contract and job opportunities to the Opportunity Portal and will check the Business Registry for businesses

J. The contractor will certify that they

have followed prioritization of effort in persons for economic opportunities.

regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted

CITY OF SWEA CITY, IOWA

Wendy Zielske, Mayor

include shall

property within the City of Swea City general property taxes.

within 30 days of the billing date.

(Published April 23, 2025)

Certification

For any change orders, Contractor

responsible parties for determining the final classifications for all project CLAUSE FOR

B. The parties to this contract agree

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

written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3

unable to meet minimum numerical Section 3 Worker hours goals, despite

that were retained by the contractor for

located in the project area. H. The contractor agrees to

24 CFR part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract specifications and form of contract 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

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.

Neuman reported on events from the previous month, upcoming training, Motion Stover, second Johnson to Motion Johnson, second Stover to

> Prepared by Hannah Lampe/Deputy Tom Johnson/Mayor

AMOUNT \$49.16 Library materials

Function Protective Relay Maintenance Bancroft Area Econ Dev Allocation Bancroft Cargo, Gas/supplies \$958.20 Bancroft Fire Dept \$8,750.00 Allocation Bancroft Historical Society Allocation BMU, Utilities

\$1,000.00 \$3,178.99 Bancroft Register Renewal/Publishing \$828.51 Bomgaar's, Supplies \$424.12Bound Tree, EMS supplies \$312.33 Cardinal Lawn

Turf applications \$3,094.00 Carrico Aquatic Services Contract pool operator \$2,800.00 Cengage Learning Library materials \$268.74Cook's New Steel Steel/cutting \$85.89

Dakota Supply Group Pool/water dept supplies \$2,380.16 Deitering Bros, Fluids, nuts \$42.34 Deitering, Kelly, \$150.00 EMS training EFTPS Fed W/H Payroll taxes

Greenwood Cemetery Allocation \$2,000.00 Hager Foods \$56.60 Library supplies Hawkins, Inc, Chlorine \$20.00

Hellman, Dianne \$28.83 Reimbursement Hotsy Equipment \$4,714.66 Pressure washer Huber Supply Co, EMS supplies

CHECKING

CAPITAL PROJECT

GENERAL

LIBRARY FUND ROAD USE TAX EMPLOYEE BENEFITS EMERGENCY FUND LOCAL OPTION SALES TAX TAX INCREMENT FINANCING URBAN RENEWAL ECONOMIC DEVELOPMENT DEBT SERVICE

\$8.77 \$4,044.70 \$997.81

\$5,099.72 \$8.87

\$109,854.05

\$98,020.07 (Published April 23, 2025)

\$139.62 Quill, Inc, Office supplies \$19.99

> \$14.50 \$81.00

said purpose at the discretion of the City, including but not limited to, the net revenues of the Wastewater Department, the proceeds from the Programs for Infrastructure. sale of Revenue or General Obligation Contractor

City of Swea City

BABA requirements for all BABA-

A. The work to be performed under this contract is subject to the requirements of Section 3 of the

the qualifications for each; and the name and location of the person(s) taking applications for each of the

subsequent Section 3 covered projects

include compliance with Section 3 requirements in every subcontract for Section 3 projects as defined in

any vacant employment positions

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 nursue low- and very low-income K. Noncompliance with HUD's

Published upon order of the City of Swea City, Iowa.

ATTEST: BY /s/ Alycia Wolterman,

City Clerk (Published April 23, 2025)