

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
JULY 8, 2019 5:30 PM

A. NOTICE TO PUBLIC

The Mayor and City Council welcome comment from the public during discussion of any of the agenda items. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks 3 minutes or less in order that others may be given the opportunity to speak. All speakers shall speak clearly and direct their comments to the Mayor and City Council and not to any Councilor specifically. It is at the discretion of the Mayor and Council to respond to specific questions and comments or to have staff respond during the meeting.

B. CALL TO ORDER

Mayor Joel T.S. Greer

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Cahill, Gowdy, Hoop, Isom, Lamer, Martin, Wirin.

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

F. CONSENT AGENDA

1. Approve City Council Minutes, June 24, 2019, June 27, 2019, And Bill List Of \$1,657,840.63

Documents:

[2019-06-24_Council-minutes.pdf](#)
[2019-06-27_Council Special.pdf](#)
[2019-07-08_BillList.pdf](#)

2. RESOLUTION 2019-150 ACCEPTING AND AWARDING THE BID FOR PROVIDING SALT FOR ICE AND SNOW CONTROL FOR THE 2019-2020 FISCAL YEAR IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$81.45 PER TON

Documents:

[Independent Salt.pdf](#)
[Cargill.pdf](#)
[Salt bid FY 19-20.pdf](#)
[Central Salt.pdf](#)

3. RESOLUTION 2019-151 ORDERING CONSTRUCTION OF THE

ANSON PARK PROJECT IN THE CITY OF MARSHALLTOWN,
IOWA, SETTING PUBLIC HEARING ON PROPOSED PLANS,
SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED
COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS,
BEING PROJECT NUMBER PRK19001

Documents:

[07-08-2019_2019-151_2019-07-03 PLAN SET.PDF](#)
[07-08-2019_2019-151_2019-07-03 SPECS.PDF](#)
[07-08-2019_2019-151_Order OPC.PDF](#)
[07-08-2019_2019-151_Res Order Construction Anson
Park.pdf](#)

4. RESOLUTION 2019-152 APPROVING CITY FEES

Documents:

[Fee changes.pdf](#)
[RES APPROVING CITY FEES.pdf](#)

5. RESOLUTION 2019-153 DECLARING CERTAIN PROPERTY
SURPLUS PROPERTY AND AUTHORIZING SALE AND
DISPOSAL THEREOF, 1978 CASE BACKHOE 580 AND THE
HYDRAULIC PAVING BREAKER.

Documents:

[Res Surplus.pdf](#)

6. RESOLUTION 2019-154 AUTHORIZING THE PURCHASE OF A
2019 CASE 721G ENDLOADER FOR THE STREET
DEPARTMENT, FROM FOR THE PRICE OF \$146,500.00

Documents:

[Street truck purchase.pdf](#)
[truck purchase resolution.pdf](#)
[Titan.pdf](#)

7. RESOLUTION 2019-155 ORDERING CONSTRUCTION OF THE
WPCP CONCRETE REPAIR PHASE 3 IN THE CITY OF
MARSHALLTOWN, IOWA, SETTING PUBLIC HEARING ON
PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT
AND ESTIMATED COST AND DIRECTING PUBLICATION OF
NOTICE TO BIDDERS

Documents:

[Res Order Construction WPCP concrete rep.pdf](#)

8. RESOLUTION 2019-157 AUTHORIZING THE CITY OF
MARSHALLTOWN TO REQUEST ASSIGNMENT OF CERTAIN
TAX CERTIFICATES HELD BY MARSHALL COUNTY FOLLOWING
THE PUBLIC NUISANCE TAX SALE

Documents:

[Res for Public Nuisance County Held Tax Certs.pdf](#)

9. Approve Renewal Tree Trimmers License:

Top Notch Tree Service

Documents:

[07-08-2019_TREE TRIMMER TOP NOTCH LIC 6117 EXP 5-13-2020.pdf](#)

G. **MOTIONS**

1. Approve Vaughns' Liquor License, @ 3700 S Center Street For July 19, 2019, Event

Documents:

[2019-0719_Vaughns Pub rptLicenseApplication.pdf](#)

H. **REPORTS**

I. **RESOLUTIONS**

1. RESOLUTION 2019-156 APPROVING CONTRACT CHANGE ORDER #2 FOR THE 2018 MICROSURFACING PROJECT #STR148001 FOR GENERAL SUPPLIES FOR FAHRNER ASPHALT SEALERS, LLC AN INCREASE OF \$18,781.05

Documents:

[Fahrner change.pdf](#)
[Fahrner.pdf](#)
[Memo_Change Order 2_Final Quantities.pdf](#)

2. RESOLUTION 2019-158 TO ADOPT UPDATED STANDARD SPECIFICATIONS FOR SANITARY SEWER WORK, STORM SEWER CONSTRUCTION, STREET EXCAVATION AND PAVEMENT RESTORATION AND SIDEWALKS AND DRIVEWAYS

Documents:

[RESOLUTION TO ADOPT Sanitary and Storm Sewers .pdf](#)

3. RESOLUTION 2019-159 ACCEPTING BID AND AUTHORIZING THE AWARD AND EXECUTION OF CONTRACT FOR THE SOUTH 4TH AVENUE IMPROVEMENT PROJECT IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$135,692.00

Documents:

[S 4th Ave.pdf](#)
[07-08-2019_2019-159_Res Accept Bid Award Approve Contract Bond S 4th Ave.pdf](#)

4. RESOLUTION 2019-161 AUTHORIZING THE PURCHASE OF
PROPERTY AT 310 BROMLEY STREET

Documents:

[Res to Purchase 310 Bromley.pdf](#)
[310 Bromley Purchase Agreement.pdf](#)

J. ORDINANCES

1. Ordinance 14984 Adopting 2015 Building Code, Second Reading
AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF MARSHALLTOWN, IOWA, BY REPEALING CHAPTER 151, SECTIONS 151.001 THROUGH 151.003 THEREOF ENTITLED "BUILDING CODE," CONSISTING OF THE INTERNATIONAL BUILDING CODE (IBC), 2006 EDITION AS AMENDED; AND ENACTING AND ADOPTING A NEW CHAPTER 151, SECTIONS 151.001 THROUGH 151.003 IN LIEU THEREOF ENTITLED "BUILDING CODE," BEING THIS ORDINANCE HEREAFTER SET OUT, WHICH ADOPTS BY REFERENCE, WITH CERTAIN AMENDMENTS, THE INTERNATIONAL BUILDING CODE 2015 EDITION, INTERNATIONAL RESIDENTIAL CODE 2015 EDITION, AND THE INTERNATIONAL EXISTING BUILDING CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., REGULATING BUILDING CONDITIONS AND REQUIREMENTS IN THE CITY OF MARSHALLTOWN, IOWA; AND CONTINUE A BUILDING DEPARTMENT AND PROVIDING FOR A BUILDING OFFICIAL THEREOF, AND DEFINING THEIR POWERS AND DUTIES IN THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREOF; AND BY REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THERE WITH.
Public hearing set for 5:30 PM July 22, 2019, regarding adoption of the codes by reference.

Documents:

[ORD IBC BUILDING.pdf](#)
[14984_NPH ADOPTION OF CODES BY REFERENCE IBC](#)
[IRH IEBC.pdf](#)

2. Ordinance 14985 Adopting 2015 Fire Code, Second Reading
AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF MARSHALLTOWN, IOWA, BY REPEALING CHAPTER 91 THERE OF ENTITLED "FIRE PREVENTION CODE," CONSISTING OF THE INTERNATIONAL FIRE CODE (IFC), 2006 EDITION AS AMENDED; AND ENACTING AND ADOPTING A NEW CHAPTER 91 IN LIEU THEREOF ENTITLED "FIRE PREVENTION CODE," BEING THIS ORDINANCE HEREAFTER SET OUT, WHICH ADOPTS BY REFERENCE, WITH CERTAIN AMENDMENTS, THE INTERNATIONAL FIRE CODE 2015 EDITION, INCLUDING APPENDICES A, B, C, D, E, F, G, H, I, J,

K, L, AND M AND PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., REGULATING CONDITIONS HAZARDOUS TO LIFE AND/OR PROPERTY FROM FIRE OR EXPLOSION IN THE CITY OF MARSHALLTOWN, IOWA; AND CONTINUE A BUREAU OF FIRE PREVENTION AND PROVIDING OFFICERS THEREOF, AND DEFINING THEIR POWERS AND DUTIES IN THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREOF; AND REGULATION THE PROHIBITION, STORAGE, HANDING AND USE OF FLAMMABLE OR COMBUSTIBLE OR HAZARDOUS MATERIAL, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF; AND BY REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THERE WITH

Documents:

[Ordinance 2015 IFC.pdf](#)

3. ORDINANCE 14986 PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN AMENDMENT NO. 7 TO THE URBAN RENEWAL PLAN FOR MARSHALLTOWN URBAN RENEWAL AREA NO. 3, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA, SECOND READING

Documents:

[2019OrdinanceAmdmtNo.7URNo. 3Marshalltown422742-33-v1.pdf](#)

K. DISCUSSION

1. Request To Dispose Of 108 N 7th Avenue

Documents:

[Memo on Sale of 108 N 7th Ave.pdf](#)
[108 N 7th Ave Assessor Info.pdf](#)
[Request for Bid 108 N 7th Ave.pdf](#)

2. Sidewalk Gap Project - Year 2

Documents:

[7.5.19 Sidewalk Year 2 Memo.pdf](#)
[Sidewalk Gap Prioritization Docs.pdf](#)

3. South 7th Avenue Project Update

Documents:

[7thAve_Southridge Subdivision Concept to City 041219.pdf](#)

L. PUBLIC COMMENT

Members of the public may make comments on any item which was not on the agenda during this time. The speaker shall approach the microphone,

and state his or her name and address. Comments shall be limited to three minutes, unless a longer comment is authorized by the Mayor. The speaker shall direct comments to the Mayor and to the Council as a whole. The Mayor and Councilors shall not engage in discussion or debate on items raised by members of the public, and no action may be taken on items raised in public comments in order to comply with open meetings laws.

M. **ADJOURN**

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

Council Proceedings
June 24, 2019

Mayor Greer called the meeting to order at 5:30 PM, June 24, 2019, in the Council Chambers at 10 W State Street and led the pledge of allegiance. Roll call- Present: Cahill, Gowdy, Hoop, Isom, Lamer, Martin. Absent: Isom. Aaron Polley was recognized for volunteering 16 years as a police reserve officer. Justin Nickel was recognized for five year of service as Public Works Director.

CONSENT AGENDA: Gowdy moved to adopt the consent agenda: Approve Council Minutes, June 10, 2019, June 13, 2019, And Bill List Of \$2,537,025.59; Appoint Jonell Wittkop To Plan Zoning, Replacing Angela Lins-Eich; Receipt Of Building Permit Report, April 2019; Receipt Of Building Permit Report, May 2019; Approve New Tree Trimmer Licenses: Arbor Way All About Trees LLC; Avery's Tree Service, Eldora; RESOLUTION 2019-126 ACCEPTING QUOTE AND AUTHORIZING THE PURCHASE OF A TWO 2020 FORD INTERCEPTOR SUV POLICE PACKAGE VEHICLES FROM JENSEN FORD, MARSHALLTOWN, IOWA, PURCHASE COST WITH TRADE IN, \$54,012; RESOLUTION 2019-128 TRANSFERRING FUNDS FOR FISCAL YEAR 2019-2020; RESOLUTION 2019-141 AUTHORIZING THE PURCHASE OF A 2019 ELGIN PELICAN NP STREET SWEEPER FOR THE STREET DEPARTMENT, FROM MACQUEEN EQUIPMENT FOR THE PRICE OF \$204,280.00; Approve Renewal Alcohol Licenses: LC0029427 Applebee's Neighborhood Grill & Bar, 3101 S. Center Street; BC0029771 Zamora Fresh Market, 4 E Main Street; LC0037054 Legends American Grill, 2902 South Center Street; LE0001100 Wal-Mart Supercenter #581, 2802 S Center St; LE0002768 Casey's General Store #3508, 108 Iowa Ave W; LC0043793 Calvin Rockett, 2013 South Center St; BB0038045 La Raza Taco Shop, 822 North 3rd Avenue; LC0042931 Totem Bowl, 1101 S 6th Street; second by Wirin. Motion carried 6-0.

RESOLUTIONS

Lamer moved to adopt RESOLUTION 2019-129 ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR THE "13TH STREET DISTRICT" EVENTS, JULY 13, 2019, AND SEPTEMBER 13, 2019, second by Martin. Resolution adopted 5-1, with Hoop dissenting.

Gowdy moved to adopt RESOLUTION 2019-130 ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR IOWA RIVER BREWING AND APPROVAL OF EXPANSION OF OUTDOOR SERVICE AREA ON JULY 6, 2019, second by Cahill. Council discussed conflicting fundraising activities on the same date for the Veterans Memorial Coliseum. Resolution failed 3-3, Hoop, Lamer and Gowdy dissenting.

Cahill moved to adopt RESOLUTION 2019-131A ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT WITH LANSING BROS. CONSTRUCTION CO, LUXEMBURG, IOWA, FOR THE 20 E STATE STREET SENIOR CENTER DEMOLITION PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. TOR18006 IN THE AMOUNT OF \$191,850.00, second by Martin. Resolution adopted 6-0.

Cahill moved to adopt RESOLUTION 2019-132 ACCEPTING THE MARSHALLTOWN DOWNTOWN MASTER PLAN PREPARED BY SHORT ELLIOTT HENDERICKSON INC. (SEH), second by Wirin. Lynn Olberding, endorsed the plan on behalf of the Chamber. Anna Wolvers suggested a splash pad. Council discussed funding opportunities for new construction, the difference between Development Agreements and the Façade / Building Code upgrade grants, for rehabilitation of existing properties. Resolution adopted 6-0.

Wirin moved to adopt RESOLUTION 2019-133 AUTHORIZING APPROVAL OF LEAD HAZARD ABATEMENT ACTIVITIES TO BE CONDUCTED IN THE INCORPORATED CITY LIMITS OF MARSHALLTOWN, IOWA Contract #IALHB0665-18, second by Gowdy. Resolution adopted 6-0.

Gowdy moved to adopt RESOLUTION 2019-134 APPROVING CITY FEES, second by Wirin. Resolution adopted 6-0.

Martin moved to adopt RESOLUTION 2019-135 AUTHORIZING AND APPROVING A LOAN AND DISBURSEMENT AGREEMENT AND PROVIDING FOR THE ISSUANCE AND SECURING THE PAYMENT OF \$3,500,000 SEWER REVENUE BONDS, SERIES 2019, second by Wirin. Resolution adopted 6-0.

Wirin moved to adopt RESOLUTION 2019-136 APPROVING RENEWAL TOBACCO PERMITS THROUGH JUNE 30, 2020, second by Martin. Resolution adopted 5-1, Lamer dissenting.

Cahill moved to adopt RESOLUTION 2019-137 CLOSING CITY OFFICES TO THE PUBLIC AT 12PM ON FRIDAY, JULY 19, 2019, FOR COMMUNITY SERVICE, second by Wirin. Resolution adopted 6-0.

Wirin moved to adopt RESOLUTION 2019-142 APPROVING PURCHASING POLICY AND PROCEDURE MANUAL FOR THE CITY OF MARSHALLTOWN, second by Gowdy. Resolution passed 6-0.

Lamer moved to adopt RESOLUTION 2019-138 APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CLAPSADDLE-GARBER ASSOCIATES, INC IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF \$54,100.00, RELATING TO TERMINAL BUILDING AND APPROACH PAVING, second by Martin. Resolution adopted 5-1, Hoop dissenting.

Wirin moved to adopt RESOLUTION 2019-139 APPROVING AN AGREEMENT FOR PROFESSIONAL SERVICES WITH CLAPSADDLE-GARBER ASSOCIATES, INC IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF \$59,458.00, RELATING TO HANGAR IMPROVEMENTS, second by Gowdy. Resolution adopted 6-0.

Gowdy moved to adopt RESOLUTION 2019-140 TO AUTHORIZE FEDERAL GRANT ASSISTANCE APPLICATION FOR AIRPORT HANGAR IMPROVEMENTS FOR THE MARSHALLTOWN MUNICIPAL AIRPORT IN THE AMOUNT OF \$62,000.00, second by Wirin. Resolution adopted 6-0.

Lamer moved to adopt the following resolutions relating to the Police and Fire Building Project: RESOLUTION 2019-143 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#26-1 ELECTRICAL COMMUNICATIONS & SECURITY FOR DEVRIES ELECTRIC AN INCREASE OF \$8,264.97; RESOLUTION 2019-144 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#8-1 ALUMINUM STOREFRONTS, CURTAINWALLS & GLAZING FOR FORMAN FORD AN INCREASE OF \$6,806.00; RESOLUTION 2019-145 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-1 GYMPSUM WALL ASSEMBLIES FOR HILSABEK SCHACHT, INC. AN INCREASE OF \$360.00; RESOLUTION 2019-146 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP# 22-1 PLUMBING & MECHANICAL FOR TONY'S PLUMBING & HEATING LLC. AN INCREASE OF \$1,312.00; RESOLUTION 2019-149 AUTHORIZING THE MARSHALLTOWN POLICE DEPARTMENT TO PURCHASE FOUR OFFICE COPY MACHINES FOR THE NEW POLICE DEPARTMENT FACILITY UTILIZING FFE BUDGET DOLLARS FROM THE FIRE AND POLICE BUILDING PROJECT AND SURPLUS FUNDS IDENTIFIED IN THE FIRE AND POLICE BUILDING PROJECT BUDGET; second by Gowdy. Motion carried and Resolutions adopted 6-0.

PUBLIC HEARING

Mayor Greer declared the public hearing open at 6:33 PM regarding the plans and specifications for the South 4th Avenue Improvement project STR9001. There were no public or written comments. The improvement is for the portion of South 4th Avenue south of Anson, toward the school. The project will be paid for with road use tax, estimated at \$150,000. Mayor Greer closed the public hearing at 6:37 PM. Wirin moved to adopt RESOLUTION 2019-147 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE SOUTH 4TH AVENUE PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. STR90011, second by Cahill. Resolution adopted 6-0.

PUBLIC HEARING

Mayor Greer declared the public hearing open at 6:37 PM for Amendment #7 to the Urban Renewal Plan for Area #3. The council briefly discussed statutory correspondence between the city and county, noting there were no attendees at the consultation meeting. There were no written comments. Tom Deimerly, representing the Chamber, spoke in favor of the amendment as it could potentially benefit economic development. Changes to the plan include adding land for development projects and identification of potential public improvement projects. City Administrator Kinser emphasized future projects need individual approval by the council prior to qualifying for plan benefit. Mayor Greer declared the public hearing closed at 6:51 PM. Wirin moved to adopt RESOLUTION 2019-148 TO APPROVE AMENDMENT NO. 7 TO THE URBAN RENEWAL PLAN FOR MARSHALLTOWN URBAN RENEWAL AREA NO. 3, second by Gowdy. Resolution adopted 5-1, with Lamer dissenting.

PUBLIC HEARING

Mayor Greer declared the public hearing open at 6:52 PM regarding the \$500,000 Iowa Economic Development Community Block Grant Project Application. There were no written comments. Region Six Executive Director Marty Wymore spoke in favor of the project application, which focuses on tornado housing reconstruction or loan buydown. Mayor Greer declared the public hearing closed at 6:55 PM. No action followed the public hearing, as the council had approved the application in May.

ORDINANCES:

Wirin moved to adopt the first reading of Ordinance 14984 Adopting 2015 Building Code, second by Martin. AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF MARSHALLTOWN, IOWA, BY REPEALING CHAPTER 151, SECTIONS 151.001 THROUGH 151.003 THEREOF ENTITLED “BUILDING CODE,” CONSISTING OF THE INTERNATIONAL BUILDING CODE (IBC), 2006 EDITION AS AMENDED; AND ENACTING AND ADOPTING A NEW CHAPTER 151, SECTIONS 151.001 THROUGH 151.003 IN LIEU THEREOF ENTITLED “BUILDING CODE,” BEING THIS ORDINANCE HEREAFTER SET OUT, WHICH ADOPTS BY REFERENCE, WITH CERTAIN AMENDMENTS, THE INTERNATIONAL BUILDING CODE 2015 EDITION, INTERNATIONAL RESIDENTIAL CODE 2015 EDITION, AND THE INTERNATIONAL EXISTING BUILDING CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., REGULATING BUILDING CONDITIONS AND REQUIREMENTS IN THE CITY OF MARSHALLTOWN, IOWA; AND CONTINUE A BUILDING DEPARTMENT AND PROVIDING FOR A BUILDING OFFICIAL THEREOF, AND DEFINING THEIR POWERS AND DUTIES IN THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREOF; AND BY REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THERE WITH. First reading adopted 6-0.

Cahill moved to adopt the first reading of Ordinance 14985 Adopting 2015 Fire Code, second by Wirin. AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF MARSHALLTOWN, IOWA, BY REPEALING CHAPTER 91 THERE OF ENTITLED “FIRE PREVENTION CODE,” CONSISTING OF THE INTERNATIONAL FIRE CODE (IFC), 2006 EDITION AS AMENDED; AND ENACTING AND ADOPTING A NEW CHAPTER 91 IN LIEU THEREOF ENTITLED “FIRE PREVENTION CODE,” BEING THIS ORDINANCE HEREAFTER SET OUT, WHICH ADOPTS BY REFERENCE, WITH CERTAIN AMENDMENTS, THE INTERNATIONAL FIRE CODE 2015 EDITION, INCLUDING APPENDICES A, B, C, D, E, F, G, H, I, J, K, L, AND M AND PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., REGULATING CONDITIONS HAZARDOUS TO LIFE AND/OR PROPERTY FROM FIRE OR EXPLOSION IN THE CITY OF MARSHALLTOWN, IOWA; AND CONTINUE A BUREAU OF FIRE PREVENTION AND PROVIDING OFFICERS THEREOF, AND DEFINING THEIR POWERS AND DUTIES IN THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREOF; AND REGULATION THE PROHIBITION, STORAGE, HANDING AND USE OF FLAMMABLE OR COMBUSTIBLE OR HAZARDOUS MATERIAL, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF; AND BY REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THERE WITH. First reading adopted 6-0.

Gowdy moved to adopt the first reading of ORDINANCE 14986 PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN AMENDMENT NO. 7 TO THE URBAN RENEWAL PLAN FOR MARSHALLTOWN URBAN RENEWAL AREA NO. 3, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA, second by Martin. First reading adopted 6-0.

PUBLIC COMMENT:

Several individuals addressed the council, topics ranging from fireworks, potholes and the Stave Storjohann from the All Veterans Committee thanked everyone for participating in the fundraiser activities for the Veterans Memorial Coliseum and thanked the Fisher Community Center for offering their building as a rain location for Memorial Day Services.

ADJOURNED:

The meeting adjourned at 7:15 PM

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

Joel T.S. Greer, Mayor

Shari L. Coughenour, CMC, City Clerk

COUNCIL PROCEEDINGS

June 27, 2019

The Marshalltown City Council met in special session on June 27, 2019, at 12:05 PM, in Council Chambers at City Hall. Al Hoop, as the most senior councilor present, called the meeting to order at 12:05 PM. Present: Cahill, Gowdy, Hoop, Martin. Absent: Isom, Lamer and Wirin.

Martin moved approve a rain location For EPPO Productions Liquor License, July 6, 2019, Jason Brown Coliseum Fundraiser, at the Marshalltown Community College, second by Cahill. Motion carried 4-0.

Council member Cahill moved to adopt RESOLUTION 2019-131B APPROVING CONTRACT AND BOND OF LANSING BROS. CONSTRUCTION CO, LUXEMBURG, IOWA, FOR CONSTRUCTION OF THE 20 E STATE STREET SENIOR CENTER DEMOLITION PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. TOR18006 IN THE AMOUNT OF \$191,850.000, second by Gowdy. Resolution adopted 4-0.

With no other business, the meeting adjourned at 12:09 PM.

/s/ Shari L. Coughenour, CMC, City Clerk

Advertising			Texas.Child.Sup/2	252.57
McClure.Engrg/1	43,955.39		TotalAdmin.Serv/4	8,860.43
Buildings/Improvements			UAW.Local 893/1	148.48
BLACK.HAWK.ROOF/1	7,161.95		United.Way/4	814.78
DeVries.Electri/1	175,049.50		Payroll.Net	
Forman.Ford/1	23,800.35		Payroll/1	299,153.86
Schumacher.Elev/1	3,562.75		Refund/Reimbursed	
TONYS.PLUMBG/1	21,427.21		Duncan,K/1	49.28
Consulting & Professional Fees			Garcia,M/1	100.00
Bernie.Lowe/2	72.38		GOODING.B/1	828.29
Bernie.Lowe.Asc/1	324.70		Great.Wstrn.Bnk/15	516.61
CGA.Assoc/4	35,112.65		Green,J/1	75.00
Clapper,M/1	1,000.00		Hildebrand,K/1	170.00
Construct/1	7,794.99		Hilsabeck,D/1	47.31
Fox.Engrg.Assc/1	1,453.50		Johnson,N/2	84.00
Great.Wstrn.Bnk/1	50.00		Koch.Jr.,Mel/1	38.68
GTG.Architects/1	22,953.75		Kriegel,K/1	21.76
Independent.Ins/1	1,711.00		Pierron,P/1	330.00
McClure.Engrg/1	450.00		Roe,A/1	21.56
Satow,H/1	1,000.00		Villeda,C/1	24.76
Simmering-Cory/1	1,475.00		Rents/Leases	
Speer.Financial/1	400.00		Ackley.Housing/8	1,485.00
Swanson,F/1	1,000.00		ALCALA,R/1	194.00
TotalAdmin.Serv/1	1,787.16		AMES,STEVEN/20	3,951.00
Contracts			Barnes,L/1	275.00
Aramark.Unfrm/4	73.52		BJ&J.LLC/2	373.00
ARL/1	4,333.33		BLOOD,A/1	529.00
BDH/8	5,925.50		Borota,K/1	347.00
Concrete/3	2,037.75		BOULDER.COOP.HS/3	466.00
Fisher.Comm.Ctr/1	8,333.33		Brodin,C/1	182.00
Great.Wstrn.Bnk/6	1,081.00		BROWN,B/2	206.00
Ia.Div.Labor/1	40.00		Brown,WS/1	548.00
IA.ENV.SERV./1	2,600.00		Buckaroo.LLC/1	357.00
Kapaun.Brown/1	6,583.00		Burr,Robert/1	268.00
Koch.Office/1	12.84		Carbajal,S/1	316.00
Marco.Holdings/1	150.00		CedarRapidsHsg/1	637.00
Marsh.Co.Landfi/10	1,131.90		Chadderdon,A/1	322.00
Marsh.Co.Treas/1	30,199.00		Charlier,Q/1	148.00
MMIT.INC/1	139.05		CIRSI/6	725.00
Racom.Corp/1	13,877.62		CLAWSON,J/1	310.00
Region.6.Planng/1	1,242.00		CMHC.INVEST/1	294.00
RICOH.USA.INC/4	110.66		CROSSER,R/1	132.00
StateIa.Elevatr/2	350.00		Eakin,R/1	176.00
Stone.Sanit/6	853.26		ECKLOR,S/3	776.00
Verizon.Connect/1	181.70		Elwayne.Inc./1	466.00
Xerox.Corp/1	42.17		Etter, W/1	482.00
Library Books			Eubanks,C/3	829.00
Great.Wstrn.Bnk/29	1,793.68		Farrell.Propert/7	1,811.00
Medical			Fischel.Holding/2	386.00
Bernie.Lowe/2	2,123.15		Frese.Propts/3	653.00
Wellmark.Inc./1	32,462.86		FRIEND,T/1	244.00
Payroll.Deductions			Friendly.Valley/3	370.00
American.Educa./1	64.41		Gonzales,G/1	323.00
AXA/1	325.00		Grant.Park.LLC/20	4,217.00
Collection.Svs./5	1,325.16		Gray,D/1	459.00
Colonial.Life/1	522.21		Hala,J/5	2,267.00
Fidelity.Securi/2	412.69		HARRIS,T/1	324.00
Fire.Union.Dues/2	1,200.00		Hartema.Enterp/1	174.00
Great.Wstrn.Bnk/1	3.39		Hatch,J/1	475.00
I.P.E.R.S./6	74,845.37		Hatch,R/2	777.00
I.R.S./6	83,072.28		HAVELKA,B/1	500.00
IA.Treasurer/3	17,526.00		HESSENIUS,R/3	925.00
ICMA.457/11	11,311.37		Hilltop.Village/6	772.00
M.F.P.R.S.I./4	115,696.72		HOBSON,W/1	168.00
Meskwaki Nation/1	321.23		Hopper,R/1	115.00
Park.Recreation/1	1,000.00		HOULIHAN,D/1	11.00
			HOVERSTEN,R/1	900.00

Hsg.Auth.CookCo/1	632.00	ICMA/1	1,263.81
Hsg.Auth.Joliet/2	2,583.00	ISWEP/1	4,345.00
Hsg.St.Cloud/1	940.00	Jensen.Inc/1	402.50
HUBBARD.MAPLE/3	569.00	Kiwanis.PM/1	660.00
Iowa.PheasantAp/1	266.00	KROENER,L/1	50.00
Jared,S/2	413.00	Legg,R/1	30.00
JB.I.COOP.Assn/3	656.00	Lexipol,LLC/1	13,923.00
Judge,M/8	1,957.00	M.C.S.D./1	368.78
Landherr,J/1	415.00	McAtee.Tire/1	74.50
LAWSON,R/2	350.00	Minuteman/1	23.45
Lawthers.Prop.M/2	1,035.00	Moran-Million,J/1	25.00
LUENSE,B/4	1,097.00	Racom.Corp/1	1,500.00
MATNEY,L/1	264.00	Scroggins,J/1	100.00
Mtwn/Westown/16	3,272.00	Vajgrt.R/1	50.00
MURPHY,P/1	184.00	Whyllie,E/1	9,327.63
Natl.Mngmt.Corp/2	340.00	Supplies/Parts	
NAUGHTON,R/1	825.00	Acco.Unlimited/1	1,179.00
North.Tama.Hsg/2	377.00	Adland.Engrvg/12	6,991.35
Oetker,D/3	519.00	Arnold.Motor.Su/25	1,901.65
Palisade.Holdng/1	208.00	BDH/1	351.13
Park.Elms,LLC/4	1,025.00	BG.HVAC.INC/1	4,690.00
Polley,M/1	234.00	Browns.Shoe.Fit/2	225.00
Premier.RE.Mgmt/1	292.00	Chamber.Commerc/1	70.00
PYLE,D/2	552.00	Cntrl.Office/1	4.63
RA.Rental.Prop/1	364.00	Concrete/1	142.50
RD.Toledo,LLP/1	536.00	Cummins.Service/3	561.36
Ream,AJ/1	464.00	Diamond.Vogel/1	106.63
Reed,T/11	3,688.00	Digital.Ally/1	50.00
River.Birch/1	253.00	Fastenal.Co/2	74.52
River.Oaks/5	532.00	Gillig,LLC/2	285.77
S.E.Invst/3	674.00	Great.Wstrn.Bnk/180	22,288.03
Schmidt,M/1	241.00	Hogan.Mfg/5	1,371.32
SCOTT,L/1	384.00	Hotsy.Cleaning/1	58.36
SESKER,R/1	192.00	HyVee.Accts/2	66.50
Specht,D/1	390.00	IA.Prison.Ind/1	662.00
Specht,G/1	302.00	Jensen.Inc/1	371.70
Squire,B/1	234.00	Keystone.Lab/1	64.00
Steelsmith,G/4	750.00	Koch.Office/1	2,716.00
Sunrise.Apt/2	150.00	Logan.Contract/1	1,743.00
Switzer,T/1	187.00	McAtee.Tire/3	3,010.96
Tallcorn.Tower/15	3,715.00	Menards/1	131.71
TAYLOR,M/1	203.00	Midland.Scienti/4	892.27
Titus,T/1	314.00	Minuteman/5	276.55
TOWN.APARTMENT/4	551.00	Mtwn.Alarm.Inc./2	1,005.00
TREVRON,LLC/1	326.00	Municipal.Emerg/1	1,363.23
Troutner,T/1	172.00	Napa.Auto/9	545.13
TTLC.Hsg/1	228.00	Northern.Lights/3	1,073.65
VanVoorst,M/1	222.00	Nutrien.Ag.Sol/2	577.40
VEST,L/1	329.00	Racom.Corp/2	662.25
WARREN,C/1	216.00	Storey.Kenwrthy/1	161.31
Weatherly.Erin/2	640.00	Vajgrt.R/2	56.75
ZA.Properties/1	495.00	Verizon.Wireles/1	756.70
ZMOLEK,M/1	257.00	Travel/Training	
Service/Repairs		Great.Wstrn.Bnk/24	3,090.69
AAA.Septic/1	85.00	Hillers,C/1	8.00
Bens.Tire/1	80.00	Hunter,A/1	8.00
CedarRapidsHsg/1	39.39	Utilities	
Century.Link/4	227.64	AlliantEnergy/60	44,772.66
Concrete.Profes/1	12,540.00	Total/914	1,657,840.63
Devig,T/21	2,591.79		
Fahrner.Asphalt/1	337,320.74		
Gonzalez,V/1	10.00		
Great.Wstrn.Bnk/37	5,501.43		
Hartwig.Plmbg/1	296.98		
Hsg.Auth.CookCo/1	39.39		
Hsg.Auth.Joliet/1	75.70		
Hsg.St.Cloud/1	39.39		
IA.League.Citie/1	9,421.00		



Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

Received
Independent Salt

JUN 10 2019

6-5-19

FORMAL BULK SALT BID 2019

The City of Marshalltown, Street Division, is requesting formal bids for bulk salt delivered to our storage facility at 905 E Main Street in Marshalltown, Iowa. This is for deicing salt, per ton. Consideration will be given for past performance in product delivery and availability.

Bids should be sent to City Hall, c/o Salt Bid, Public Works Department, Attn: Justin Nickel, 24 N Center Street, Marshalltown Iowa 50158. Bids must be received by Tuesday, June 25, 2019 at 10:00 A.M. Plainly mark envelope "Salt Bid". For more information contact Public Works Department at 641-754-5748.

Thank you

Rick Legg
Street Superintendent

FORMAL BID

Date 06/17/2019

Company Name Independent Salt Company

Address P. O. Box 36 Kanopolis, KS 67454

Per ton: 81.5 by truck Per ton: NO BID by rail

Signed Christopher P. Tully
Christopher P. Tully, Sales Manager

City Council
Leon Lamer, Mike Gowdy, Gabriel Isom, Al Hoop
Bill Martin, Sue Cahill, Bethany Wirin





Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
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DEPARTMENT OF PUBLIC WORKS

6-5-19

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Thank you

Rick Legg
Street Superintendent

FORMAL BID

Date June 21, 2019

Company Name Cargill, Inc. - Salt, Road Safety

Address 24950 Country Club Blvd., Suite 450, North Olmsted, OH 44070

Per ton: \$81.45 by truck Per ton: No Bid by rail

Signed 
Lori Davidson CCR1

City Council
Leon Lamer, Mike Gowdy, Gabriel Isom, Al Hoop
Bill Martin, Sue Cahill, Bethany Wirin

Marshalltown





Technical Information

Bulk Ice Control Salt

DESCRIPTION:

Bulk Ice Control Salt is a coarse screened, translucent to white crystalline solid obtained from a domal salt deposit in Louisiana by physical mining. The salt is exploited by drilling and blasting with explosives in a manner similar to that used in other types of mineral mining. The mined salt is then crushed, screened and hoisted to the surface where it is loaded directly into barges.

COMPLIANCE:

Bulk Ice Control Salt is not approved for human or animal consumption. It is intended for use only as a chemical deicer on roadways and thoroughfares. This salt complies fully with ASTM Specification D 632-99 Type 1, Grade 1.

ADDITIVES:

Bulk Ice Control Salt contains Yellow Prussiate of Soda, which is added to improve caking resistance.

APPLICATIONS:

Bulk Ice Control Salt is intended for use as an ice and snow removal agent on highways and other roadways.

PACKAGING AND SHIPPING:

Bulk Ice Control Salt is available only in bulk form. Bulk quantities are shipped by barge.

METHODS OF ANALYSIS:

Methods of analysis and product performance evaluation are taken from the ASTM designations D 632 and E 534.

CHEMICAL ANALYSIS:

Component	Units	Typical	Specification
Sodium Chloride (dry basis) ¹	%	98.9	95.0 min.
Calcium & Magnesium (as Ca) ¹	%	0.30	-
Sulfate (as SO ₄) ¹	%	0.74	-
Water Insolubles ¹	%	0.07	2.0 max.
Surface Moisture ²	%	0.02	0.1 max.
Yellow Prussiate of Soda ³	ppm	50	100 max.

¹By difference of impurities before conditioning.

²110°C for 2 hours before conditioning.

³Optional anticaking agent (sodium ferrocyanide decahydrate).

SIEVE ANALYSIS:

U.S.S. Mesh	Opening Inches	Opening Microns	Typical	Specification
1/2"	0.500	12500	100	100 min.
3/8"	0.375	9500	98	95 - 100
4	0.187	4750	79	20 - 90
8	0.0937	2360	42	10 - 60
30	0.0232	600	11	15 max.

Note: Sieve analysis is reported as percent passing.

BULK DENSITY:

Parameter	Typical	Specification
Pounds per Cubic Foot	74	70 - 78
Grams per Liter	1185	1120 - 1250

Note: Bulk density is reported as loose (uncompacted).

PRODUCING LOCATION: AVERY ISLAND, LA

Material Number 100011135

No. 5701 Revised December 2013

CARGILL SALT

P.O. Box 5621
Minneapolis, MN
55440
1-888 385-7258

NOTICE: All of the above statements, recommendations, suggestions and data are based on our laboratory results, and we believe same to be reliable. Nevertheless, with the exception of data showing an express guaranty (such as in the case of products specifically designed for use as nutrient supplements), all such statements, recommendations, suggestions and data hereinabove presented are made without guaranty, warranty or responsibility of any kind on our part.



SAFETY DATA SHEET

1. Identification

Product identifier Bulk Ice Control Salt with YPS

Other means of identification

SDS number NB2

Synonyms Sodium Chloride (Salt). * Ice Control Salt.

Recommended use Salt may be intended for food or animal feed (agricultural) as well as several industrial applications including deicing and water conditioning.

Recommended restrictions None known.

Manufacturer/Importer/Supplier/Distributor information

Manufacturer

Company name Cargill Incorporated

Address Minneapolis, MN 55440

Telephone 1-888-385-7258

Website www.cargillsalt.com

Emergency telephone number CHEMTREC (800) 424-9300

2. Hazard(s) identification

Physical hazards Not classified.

Health hazards Not classified.

OSHA defined hazards Not classified.

Label elements

Hazard symbol None.

Signal word None.

Hazard statement The mixture does not meet the criteria for classification.

Precautionary statement

Prevention Observe good industrial hygiene practices.

Response Wash hands after handling.

Storage Store away from incompatible materials.

Disposal Dispose of waste and residues in accordance with local authority requirements.

Hazard(s) not otherwise classified (HNOC) None known.

3. Composition/information on ingredients

Mixtures

Chemical name	CAS number	%
Sodium Chloride	7647-14-5	95.8-99.8
Sodium Ferrocyanide Decahydrate	13601-19-9	0.0050-0.0100

GRAS Substance (Generally Recognized As Safe).

4. First-aid measures

Inhalation If dust from the material is inhaled, remove the affected person immediately to fresh air. Call a physician if symptoms develop or persist.

Skin contact Wash off with soap and water. Get medical attention if irritation develops and persists.

Eye contact Rinse with water. Get medical attention if irritation develops and persists.

Ingestion	Give one or two glasses of water if patient is alert and able to swallow. Get medical attention if symptoms occur.
Most important symptoms/effects, acute and delayed	Direct contact with eyes may cause temporary irritation.
Indication of immediate medical attention and special treatment needed	Treat symptomatically.
General information	Ensure that medical personnel are aware of the material(s) involved, and take precautions to protect themselves.

5. Fire-fighting measures

Suitable extinguishing media	Water fog. Foam. Dry chemical powder. Carbon dioxide (CO ₂).
Unsuitable extinguishing media	Do not use water jet as an extinguisher, as this will spread the fire.
Specific hazards arising from the chemical	During fire, gases hazardous to health may be formed.
Special protective equipment and precautions for firefighters	Self-contained breathing apparatus and full protective clothing must be worn in case of fire.
Fire-fighting equipment/instructions	Use water spray to cool unopened containers.
Specific methods	Use standard firefighting procedures and consider the hazards of other involved materials.
General fire hazards	This product is not flammable or combustible.

6. Accidental release measures

Personal precautions, protective equipment and emergency procedures	Keep unnecessary personnel away. Avoid inhalation of dust from the spilled material. Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits. Do not touch damaged containers or spilled material unless wearing appropriate protective clothing. For personal protection, see section 8 of the SDS.
Methods and materials for containment and cleaning up	If sweeping of a contaminated area is necessary use a dust suppressant agent which does not react with the product. Collect dust using a vacuum cleaner equipped with HEPA filter. Minimize dust generation and accumulation. Avoid release to the environment. Following product recovery, flush area with water. For waste disposal, see section 13 of the SDS.
Environmental precautions	Avoid discharge into drains, water courses or onto the ground.

7. Handling and storage

Precautions for safe handling	Provide appropriate exhaust ventilation at places where dust is formed. Minimize dust generation and accumulation. Avoid breathing dust. Avoid contact with eyes. Avoid contact with water and moisture. Keep away from strong acids. Practice good housekeeping.
Conditions for safe storage, including any incompatibilities	Store in original tightly closed container. Store in a well-ventilated place. Store away from incompatible materials (see Section 10 of the SDS). Becomes hygroscopic at 70-75% relative humidity. Avoid humid or wet conditions as product will cake and become hard.

8. Exposure controls/personal protection

Occupational exposure limits	No exposure limits noted for ingredient(s).
Biological limit values	No biological exposure limits noted for the ingredient(s).
Appropriate engineering controls	Ventilation should be sufficient to effectively remove and prevent buildup of any dusts or fumes that may be generated during handling or thermal processing.
Individual protection measures, such as personal protective equipment	
Eye/face protection	Unvented, tight fitting goggles should be worn in dusty areas.
Skin protection	
Hand protection	Wear appropriate chemical resistant gloves.
Other	Wear suitable protective clothing.
Respiratory protection	Use a NIOSH/MSHA approved respirator if there is a risk of exposure to dust/fume at levels exceeding the exposure limits. If engineering controls do not maintain airborne concentrations below recommended exposure limits (where applicable) or to an acceptable level (in countries where exposure limits have not been established), an approved respirator must be worn.
Thermal hazards	Wear appropriate thermal protective clothing, when necessary.

General hygiene considerations

Always observe good personal hygiene measures, such as washing after handling the material and before eating, drinking, and/or smoking. Routinely wash work clothing and protective equipment to remove contaminants.

9. Physical and chemical properties

Appearance	White crystalline solid
Physical state	Solid.
Form	Crystalline solid.
Color	White to opaque
Odor	Halogen odor when heated
Odor threshold	Not available.
pH	Not available.
Melting point/freezing point	1473.8 °F (801 °C)
Initial boiling point and boiling range	2669 °F (1465 °C) (760 mmHg)
Flash point	Not available.
Evaporation rate	Not available.
Flammability (solid, gas)	Not available.
Upper/lower flammability or explosive limits	
Flammability limit - lower (%)	Not available.
Flammability limit - upper (%)	Not available.
Explosive limit - lower (%)	Not available.
Explosive limit - upper (%)	Not available.
Vapor pressure	2.4 mm Hg (1376.6 °F (747 °C))
Vapor density	Not available.
Relative density	2.16 (H ₂ O = 1)
Solubility(ies)	
Solubility (water)	26.4 %
Partition coefficient (n-octanol/water)	Not available.
Auto-ignition temperature	Not available.
Decomposition temperature	Not available.
Viscosity	Not available.
Other information	
Bulk density	35 - 83 lb/ft ³
Molecular formula	NaCl
Molecular weight	58.44
pH in aqueous solution	6 - 9

10. Stability and reactivity

Reactivity	The product is stable and non-reactive under normal conditions of use, storage and transport.
Chemical stability	Material is stable under normal conditions.
Possibility of hazardous reactions	No dangerous reaction known under conditions of normal use.
Conditions to avoid	Contact with incompatible materials. Avoid dispersal of dust in the air (i.e., clearing dust surfaces with compressed air).
Incompatible materials	Avoid contact with strong acids. Becomes corrosive to metals when wet.
Hazardous decomposition products	May evolve chlorine gas when in contact with strong acids.

11. Toxicological information

Information on likely routes of exposure

Ingestion	Expected to be a low ingestion hazard.
Inhalation	Inhalation of dusts may cause respiratory irritation.
Skin contact	Prolonged or repeated skin contact may cause irritation.
Eye contact	Dust in the eyes will cause irritation.

Symptoms related to the physical, chemical and toxicological characteristics

Eye and skin contact: Exposure may cause temporary irritation, redness, or discomfort. For ingestion, consuming less than a few grams would not be harmful. The following effects were observed after ingesting an excessive quantity: nausea and vomiting, diarrhea, cramps, restlessness, irritability, dehydration, water retention, nose bleed, gastrointestinal tract damage, fever, sweating, sunken eyes, high blood pressure, muscle weakness, dry mouth and nose, shock, cerebral edema (fluid on brain), pulmonary edema (fluid in lungs), blood cell shrinkage, and brain damage (due to dehydration of brain cells). Death is generally due to cardiovascular collapse or CNS damage.

Information on toxicological effects

Acute toxicity In some cases of confirmed hypertension, ingestion may result in elevated blood pressure.

Components	Species	Test Results
Sodium Chloride (CAS 7647-14-5)		
Acute		
<i>Oral</i>		
LD50	Mouse	4000 mg/kg
	Rat	3000 mg/kg
<i>Other</i>		
LD50	Mouse	2602 mg/kg

Skin corrosion/irritation Prolonged skin contact may cause temporary irritation.

Serious eye damage/eye irritation Dust in the eyes will cause irritation.

Respiratory or skin sensitization

Respiratory sensitization Not available.

Skin sensitization This product is not expected to cause skin sensitization.

Germ cell mutagenicity No data available to indicate product or any components present at greater than 0.1% are mutagenic or genotoxic.

Carcinogenicity This product is not considered to be a carcinogen by IARC, ACGIH, NTP, or OSHA.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

Reproductive toxicity This product is not expected to cause reproductive or developmental effects.

Specific target organ toxicity - single exposure Not classified.

Specific target organ toxicity - repeated exposure Not classified.

Aspiration hazard Due to the physical form of the product it is not an aspiration hazard.

12. Ecological information

Ecotoxicity The product is not classified as environmentally hazardous. However, this does not exclude the possibility that large or frequent spills can have a harmful or damaging effect on the environment.

Components	Species	Test Results
Sodium Chloride (CAS 7647-14-5)		
Aquatic		
Crustacea	EC50	Water flea (<i>Daphnia magna</i>)
Fish	LC50	Rainbow trout, donaldson trout (<i>Oncorhynchus mykiss</i>)

Persistence and degradability No data is available on the degradability of this product.

Bioaccumulative potential No data available.

Mobility in soil	No data available.
Other adverse effects	None known.

13. Disposal considerations

Disposal instructions	Collect and reclaim or dispose in sealed containers at licensed waste disposal site.
Local disposal regulations	Dispose in accordance with all applicable regulations.
Hazardous waste code	The waste code should be assigned in discussion between the user, the producer and the waste disposal company.
Waste from residues / unused products	Dispose of in accordance with local regulations. Empty containers or liners may retain some product residues. This material and its container must be disposed of in a safe manner (see: Disposal instructions).
Contaminated packaging	Empty containers should be taken to an approved waste handling site for recycling or disposal. Since emptied containers may retain product residue, follow label warnings even after container is emptied.

14. Transport information

DOT

Not regulated as dangerous goods.

IATA

Not regulated as dangerous goods.

IMDG

Not regulated as dangerous goods.

Transport in bulk according to Annex II of MARPOL 73/78 and the IBC Code Not applicable.

15. Regulatory information

US federal regulations All components are on the U.S. EPA TSCA Inventory List.
This product is not known to be a "Hazardous Chemical" as defined by the OSHA Hazard Communication Standard, 29 CFR 1910.1200.

TSCA Section 12(b) Export Notification (40 CFR 707, Subpt. D)

Not regulated.

OSHA Specifically Regulated Substances (29 CFR 1910.1001-1050)

Not listed.

CERCLA Hazardous Substance List (40 CFR 302.4)

Not listed.

Superfund Amendments and Reauthorization Act of 1986 (SARA)

Hazard categories Immediate Hazard - No
Delayed Hazard - No
Fire Hazard - No
Pressure Hazard - No
Reactivity Hazard - No

SARA 302 Extremely hazardous substance

Not listed.

SARA 311/312 Hazardous chemical No

SARA 313 (TRI reporting)
Not regulated.

Other federal regulations

Clean Air Act (CAA) Section 112 Hazardous Air Pollutants (HAPs) List

Not regulated.

Clean Air Act (CAA) Section 112(r) Accidental Release Prevention (40 CFR 68.130)

Not regulated.

Safe Drinking Water Act (SDWA) Not regulated.

US state regulations

US. Massachusetts RTK - Substance List

Not regulated.

US. New Jersey Worker and Community Right-to-Know Act

Not listed.

US. Pennsylvania Worker and Community Right-to-Know Law

Not listed.

US. Rhode Island RTK

Not regulated.

US. California Proposition 65

California Safe Drinking Water and Toxic Enforcement Act of 1986 (Proposition 65): This material is not known to contain any chemicals currently listed as carcinogens or reproductive toxins.

US - California Proposition 65 - Carcinogens & Reproductive Toxicity (CRT): Listed substance

Not listed.

International Inventories

Country(s) or region	Inventory name	On inventory (yes/no)*
Australia	Australian Inventory of Chemical Substances (AICS)	Yes
Canada	Domestic Substances List (DSL)	Yes
Canada	Non-Domestic Substances List (NDSL)	No
China	Inventory of Existing Chemical Substances in China (IECSC)	Yes
Europe	European Inventory of Existing Commercial Chemical Substances (EINECS)	Yes
Europe	European List of Notified Chemical Substances (ELINCS)	No
Japan	Inventory of Existing and New Chemical Substances (ENCS)	Yes
Korea	Existing Chemicals List (ECL)	Yes
New Zealand	New Zealand Inventory	Yes
Philippines	Philippine Inventory of Chemicals and Chemical Substances (PICCS)	Yes
United States & Puerto Rico	Toxic Substances Control Act (TSCA) Inventory	Yes

*A "Yes" indicates this product complies with the inventory requirements administered by the governing country(s).

A "No" indicates that one or more components of the product are not listed or exempt from listing on the inventory administered by the governing country(s).

16. Other information, including date of preparation or last revision

Issue date 12-August-2014

Revision date -

Version # 01

HMIS® ratings
Health: 1
Flammability: 0
Physical hazard: 0
Personal protection: A

Disclaimer All statements, technical information and recommendations contained herein are, the best of our knowledge, reliable and accurate; however no warranty, either expressed or implied is made with respect thereto, nor will any liability be assumed for damages resultant from the use of the material described.

It is the responsibility of the user to comply with all applicable federal, state and local laws and regulations. It is also the responsibility of the user to maintain a safe workplace. The user should consider the health hazards and safety information provided herein as a guide and should take the necessary steps to instruct employees and to develop work practice procedures to ensure a safe work environment.

This information is not intended as a license to operate under, or a recommendation to practice or infringe upon any patent of this Company or others covering any process, composition of matter or use.

RESOLUTION ACCEPTING AND AWARDING THE BID FOR PROVIDING SALT FOR ICE
AND SNOW CONTROL FOR THE 2019-2020 FISCAL YEAR IN THE CITY OF
MARSHALLTOWN, IOWA IN THE AMOUNT OF \$81.45 PER TON

WHEREAS the City of Marshalltown, Iowa, requested bids from various commercial salt suppliers, for salt for ice and snow control for the 2018-2019 fiscal year, therefore,

WHEREAS Cargill, Inc. submitted a low bid of \$81.45 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>
Independent Salt Company Kanopolis, Kansas	\$81.75 per ton
Cargill, Inc. North Olmsted, Ohio	\$81.45
Central Salt, LLC Lyons, KS	\$89.07

After consideration of all bids filed, it was determined by the Council that the bid of Cargill, 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 Cargill, Inc. for providing salt for ice and snow control in the City of Marshalltown, Iowa, in the amount of \$81.45 per ton is hereby accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to approve and execute the contracts on behalf of the City of Marshalltown, Iowa.

Passed this 8th day of July 2019, and signed this _____ day of July 2019.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

6-4-19

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Bids should be sent to City Hall, c/o Salt Bid, Public Works Department, Attn: Justin Nickel, 24 N Center Street, Marshalltown Iowa 50158. Bids must be received by Tuesday, July 21, 2015 at 10:00 A.M. Plainly mark envelope "Salt Bid". For more information contact Public Works Department at 641-754-5748.

Thank you

Rick Legg
Street Superintendent

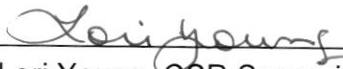
FORMAL BID

Date 6/28/19

Company Name Central Salt, LLC

Address 1420 State Hwy 14, Lyons, KS 67554

Per ton: \$89.07 by truck Per ton: No Bid by rail

Signed 
Lori Young, CSR Supervisor

City Council
Leon Lamer, Mike Gowdy, Gabriel Isom, Al Hoop
Bill Martin, Sue Cahill, Bethany Wirin



CITY OF MARSHALLTOWN
CONSTRUCTION PLANS FOR
ANSON PARK

JULY, 2019

GOVERNING SPECIFICATIONS

THE 2019 EDITION OF THE "IOWA STATEWIDE URBAN SPECIFICATIONS FOR PUBLIC IMPROVEMENTS" (SUDAS) AND "THE CITY OF AMES SUPPLEMENTAL SPECIFICATIONS" SHALL GOVERN.

IOWA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR HIGHWAY AND BRIDGE CONSTRUCTION", SERIES 2015 AND ALL CURRENT GENERAL SUPPLEMENTAL SPECIFICATIONS AND MATERIALS INSTRUCTIONAL MEMORANDUM SHALL GOVERN AS REFERENCED.

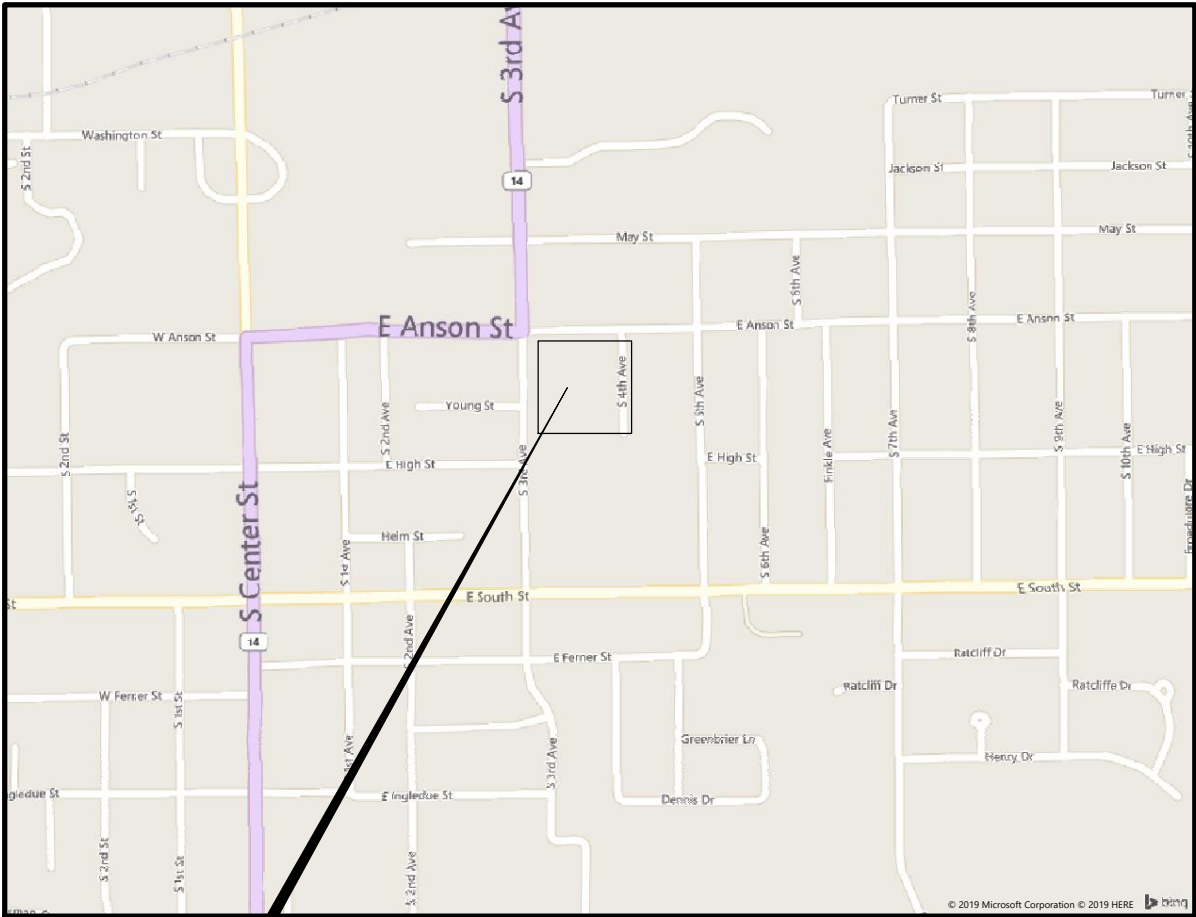
MUTCD 2009 AS ADOPTED BY IOWA DEPARTMENT OF TRANSPORTATION.



NOTE: EXISTING UTILITY INFORMATION SHOWN ON THIS PLAN HAS BEEN PROVIDED BY THE UTILITY OWNER. THE CONTRACTOR SHALL FIELD VERIFY EXACT LOCATIONS PRIOR TO COMMENCING CONSTRUCTION AS REQUIRED BY STATE LAW. NOTIFY IOWA ONE-CALL 1-800-292-8989.

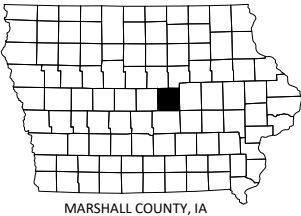
THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

MAP OF THE
CITY OF MARSHALLTOWN
MARSHALL COUNTY, IA

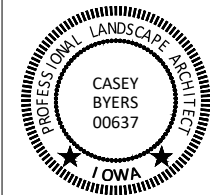


PROJECT LOCATION

MAP OF A PORTION OF THE
CITY OF MARSHALLTOWN, IA



PLAN REVISIONS		
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I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.

CASEY BYERS
REG. NO. 00637 DATE: 7/3/2019

MY LICENSE RENEWAL DATE IS JUNE 30, 2021
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I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA.

GREGORY A. BROUSSARD, P.E.
REG. NO. 21974 DATE: 7/3/2019

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2019
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A.01-R.01

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R.01	REMOVALS SHEET
T.01	PLAYGROUND LAYOUT
T.02	CONSTRUCTION DETAILS
T.03	PLAYGROUND DETAILS

OWNER

CITY OF MARSHALLTOWN
24 N CENTER STREET
MARSHALLTOWN, IA 50158

PREPARED BY

BOLTON AND MENK
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AMES, IA 50010



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CITY OF MARSHALLTOWN, IOWA
ANSON PARK
TITLE SHEET

SHEET
A.01

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EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		REGULATION STATION GAS
	AIR CONDITION UNIT		SATELLITE DISH
	ANTENNA		SIGN TRAFFIC
	AUTO SPRINKLER CONNECTION		SIGNAL CONTROL CABINET
	BARRICADE PERMANENT		SOIL BORING
	BASKETBALL POST		SIREN
	BENCH		TELEPHONE BOOTH
	BIRD FEEDER		TILE INLET
	BOLLARD		TILE OUTLET
	BUSH		TILE RISER
	CATCH BASIN RECTANGULAR CASTING		TRANSFORMER-ELECTRIC
	CATCH BASIN CIRCULAR CASTING		TREE-CONIFEROUS
	CURB STOP		TREE-DEAD
	CLEAN OUT		TREE-DECIDUOUS
	CULVERT END		TREE STUMP
	DRINKING FOUNTAIN		TRAFFIC ARM BARRIER
	DOWN SPOUT		TRAFFIC SIGNAL
	FILL PIPE		TRASH CAN
	FIRE HYDRANT		UTILITY MARKER
	FLAG POLE		VALVE
	FLARED END / APRON		VALVE POST INDICATOR
	FUEL PUMP		VALVE VAULT
	GRILL		VENT PIPE
	GUY WIRE ANCHOR		WATER SPIGOT
	HANDHOLE		WELL
	HANDICAP SPACE		WETLAND DELINEATED MARKER
	IRRIGATION SPRINKLER HEAD		WETLAND
	IRRIGATION VALVE BOX		WET WELL
	LIFT STATION CONTROL PANEL		YARD HYDRANT
	LIFT STATION		
	LIGHT ON POLE		
	LIGHT-GROUND		
	MAILBOX		
	MANHOLE-COMMUNICATION		
	MANHOLE-ELECTRIC		
	MANHOLE-GAS		
	MANHOLE-HEAT		
	MANHOLE-SANITARY SEWER		
	MANHOLE-STORM SEWER		
	MANHOLE-UTILITY		
	MANHOLE-WATER		
	METER		
	ORDER MICROPHONE		
	PARKING METER		
	PAVEMENT MARKING		
	PEDESTAL-COMMUNICATION		
	PEDESTAL-ELECTRIC		
	PEDESTRIAN PUSH BUTTON		
	PICNIC TABLE		
	POLE-UTILITY		
	POST		
	RAILROAD SIGNAL POLE		

PROPOSED TOPOGRAPHIC SYMBOLS

	CLEANOUT
	MANHOLE
	LIFT STATION
	STORM SEWER CIRCULAR CASTING
	STORM SEWER RECTANGULAR CASTING
	STORM SEWER FLARED END / APRON
	STORM SEWER OUTLET STRUCTURE
	STORM SEWER OVERFLOW STRUCTURE
	CURB BOX
	FIRE HYDRANT
	WATER VALVE
	WATER REDUCER
	WATER BEND
	WATER TEE
	WATER CROSS
	WATER SLEEVE
	WATER CAP / PLUG
	RIP RAP
	DRAINAGE FLOW
	TRAFFIC SIGNS

SURVEY SYMBOLS

	BENCH MARK LOCATION
	CONTROL POINT
	MONUMENT IRON FOUND
	CAST IRON MONUMENT

EXISTING TOPOGRAPHIC LINES

	RETAINING WALL
	FENCE
	FENCE-DECORATIVE
	GUARD RAIL
	TREE LINE
	BUSH LINE

SURVEY LINES

	CONTROLLED ACCESS BOUNDARY
	CENTERLINE
	EXISTING EASEMENT LINE
	PROPOSED EASEMENT LINE
	EXISTING LOT LINE
	PROPOSED LOT LINE
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	SETBACK LINE
	SECTION LINE
	QUARTER LINE
	SIXTEENTH LINE
	TEMPORARY EASEMENT

EXISTING UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE

PROPOSED UTILITY LINES

	FORCEMAIN
	SANITARY SEWER
	SANITARY SERVICE
	STORM SEWER
	STORM SEWER DRAIN TILE
	WATERMAIN
	WATER SERVICE
	PIPE CASING

GRADING INFORMATION

	EXISTING CONTOUR MINOR
	EXISTING CONTOUR MAJOR
	PROPOSED CONTOUR MINOR
	PROPOSED CONTOUR MAJOR
	PROPOSED GRADING LIMITS / SLOPE LIMITS
	PROPOSED SPOT ELEVATION
	RUN:RISE (SLOPE)

HATCH PATTERNS

	HMA PAVEMENT		DRIVEWAY		GRAVEL
	PCC PAVEMENT		SIDEWALK		

EXISTING PRIVATE UTILITY LINES

NOTE:
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THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D UNLESS OTHERWISE NOTED. THIS UTILITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA"

	UNDERGROUND FIBER OPTIC
	UNDERGROUND ELECTRIC
	UNDERGROUND GAS
	UNDERGROUND COMMUNICATION
	OVERHEAD ELECTRIC
	OVERHEAD COMMUNICATION
	OVERHEAD UTILITY

UTILITIES IDENTIFIED WITH A QUALITY LEVEL :

LINE TYPES FOLLOW THE FORMAT: UTILITY TYPE - QUALITY LEVEL
EXAMPLE: G-A G-A UNDERGROUND GAS, QUALITY LEVEL A
UTILITY QUALITY LEVEL (A,B,C,D) DEFINITIONS CAN BE FOUND IN CI/ASCE 38-02.

UTILITY QUALITY LEVELS:

QUALITY LEVEL D: PROVIDES THE MOST BASIC LEVEL OF INFORMATION. IT INVOLVES COLLECTING DATA FROM EXISTING UTILITY RECORDS. RECORDS MAY INCLUDE AS-BUILT DRAWINGS, DISTRIBUTION AND SERVICES MAPS, EXISTING GEOGRAPHIC INFORMATION SYSTEM DATABASES, CONSTRUCTION PLANS, ETC.

QUALITY LEVEL C: INVOLVES SURVEYING VISIBLE SUBSURFACE UTILITY STRUCTURES SUCH AS MANHOLES, HAND-HOLES, UTILITY VALVES AND METERS, FIRE HYDRANTS, PEDESTALS AND UTILITY MARKERS, AND THEN CORRELATING THE INFORMATION WITH EXISTING UTILITY RECORDS TO CREATE COMPOSITE DRAWINGS. INCLUDES QUALITY LEVEL D ACTIVITIES.

QUALITY LEVEL B: INVOLVES DESIGNATING THE HORIZONTAL POSITION OF SUBSURFACE UTILITIES THROUGH SURFACE DETECTION METHODS AND COLLECTING THE INFORMATION THROUGH A SURVEY METHOD. INCLUDES QUALITY LEVEL C AND D TASKS.

QUALITY LEVEL A: PROVIDES THE HIGHEST LEVEL OF ACCURACY. IT INVOLVES LOCATING OR POTHOLING UTILITIES AS WELL AS ACTIVITIES IN QUALITY LEVELS B, C, AND D. THE LOCATED FACILITY INFORMATION IS SURVEYED AND MAPPED AND THE DATA PROVIDES PRECISE PLAN AND PROFILE INFORMATION.

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE	GRAV	GRAVEL	RT	RIGHT
ADJ	ADJUST	GU	GUTTER	SAN	SANITARY SEWER
ALT	ALTERNATE	GV	GATE VALVE	SCH	SCHEDULE
B-B	BACK TO BACK	HDPE	HIGH DENSITY POLYETHYLENE	SERV	SERVICE
BLDG	BUILDING	HH	HANDHOLE	SHLD	SHOULDER
BMP	BEST MANAGEMENT PRACTICE	HP	HIGH POINT	STA	STATION
BR	BEGIN RADIUS	HWL	HIGH WATER LEVEL	STD	STANDARD
BV	BUTTERFLY VALVE	HYD	HYDRANT	STM	STORM SEWER
CB	CATCH BASIN	I	INVERT	TC	TOP OF CURB
C&G	CURB AND GUTTER	K	CURVE COEFFICIENT	TE	TEMPORARY EASEMENT
CIP	CAST IRON PIPE	L	LENGTH	TEMP	TEMPORARY
CIPP	CURED-IN-PLACE PIPE	LO	LOWEST OPENING	TNH	TOP NUT HYDRANT
CL	CENTER LINE	LP	LOW POINT	TP	TOP OF PIPE
CL	CLASS	LT	LEFT	TYP	TYPICAL
CLVT	CULVERT	MH	MANHOLE	VCP	VITRIFIED CLAY PIPE
CMP	CORRUGATED METAL PIPE	MIN	MINIMUM	VERT	VERTICAL
C.O.	CHANGE ORDER	MR	MID RADIUS	VPC	VERTICAL POINT OF CURVE
COMM	COMMUNICATION	NIC	NOT IN CONTRACT	VPI	VERTICAL POINT OF INTERSECTION
CON	CONCRETE	NMC	NON-METALLIC CONDUIT	VPT	VERTICAL POINT OF TANGENT
CSP	CORRUGATED STEEL PIPE	NTS	NOT TO SCALE	WM	WATERMAIN
DIA	DIAMETER	NWL	NORMAL WATER LEVEL		
DIP	DUCTILE IRON PIPE	OHW	ORDINARY HIGH WATER LEVEL		
DWY	DRIVEWAY	PC	POINT OF CURVE	AC	ACRES
E	EXTERNAL CURVE DISTANCE	PCC	POINT OF COMPOUND CURVE	CF	CUBIC FEET
ELEC	ELECTRIC	PE	PERMANENT EASEMENT	CV	COMPACTED VOLUME
ELEV	ELEVATION	PED	PEDESTRIAN, PEDESTAL	CY	CUBIC YARD
EOF	EMERGENCY OVERFLOW	PERF	PERFORATED PIPE	EA	EACH
ER	END RADIUS	PERM	PERMANENT	EV	EXCAVATED VOLUME
ESMT	EASEMENT	PI	POINT OF INTERSECTION	LB	POUND
EX	EXISTING	PL	PROPERTY LINE	LF	LINEAR FEET
FES	FLARED END SECTION	PRC	POINT OF REVERSE CURVE	LS	LUMP SUM
F-F	FACE TO FACE	PT	POINT OF TANGENT	LV	LOOSE VOLUME
FF	FINISHED FLOOR	PVC	POLYVINYL CHLORIDE PIPE	SF	SQUARE FEET
F&I	FURNISH AND INSTALL	PVMT	PAVEMENT	SV	STOCKPILE VOLUME
FG	FORM GRADE	R	RADIUS	SY	SQUARE YARD
FM	FORCEMAIN	R/W	RIGHT-OF-WAY		
FO	FIBER OPTIC	RCP	REINFORCED CONCRETE PIPE		
F.O.	FIELD ORDER	RET	RETAINING		
GRAN	GRANULAR	RSC	RIGID STEEL CONDUIT		



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CITY OF MARSHALLTOWN, IOWA

ANSON PARK

LEGEND

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STANDARD CONSTRUCTION NOTES:

1. ALL IMPROVEMENTS SHALL BE IN ACCORDANCE WITH THE MOST CURRENT EDITION OF THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS) AND SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES. THE CONTRACTOR SHALL HAVE A COMPLETE SET OF THE CURRENT SUDAS STANDARD SPECIFICATIONS ON SITE DURING ALL CONSTRUCTION ACTIVITIES.
2. ANY DEFECTIVE WORK CONDEMNED BY THE ENGINEER SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE IN ACCORDANCE WITH SECTION 1050, 1.08 'REMOVAL OF DEFECTIVE WORK' OF THE STANDARDS SPECIFICATIONS. FAILURE TO REMOVE DEFECTIVE WORK MAY RESULT IN SUSPENSION OF OPERATIONS AND/OR WITHHOLDING OF PAYMENTS UNTIL DEFECTIVE WORK HAS BEEN REMOVED AND REPLACED.
3. THE CONTRACTOR SHALL PRESERVE ALL SURVEY CONTROL, LINE AND GRADE STAKES IN ACCORDANCE WITH SECTION 1050, 1.10 'LINE AND GRADE STAKES' OF THE STANDARD SPECIFICATIONS.
4. PRIOR TO MOBILIZING OFF OF THE JOB SITE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER TO REQUEST A FINAL INSPECTION IN ACCORDANCE WITH SECTION 1050, 1.14 'FINAL INSPECTION AND ACCEPTANCE' OF THE STANDARD SPECIFICATIONS.
5. THE CONTRACTOR SHALL PROCURE ALL NECESSARY PERMITS AND LICENSES IN ACCORDANCE WITH SECTION 1070, 1.03 'PERMITS AND LICENSES' OF THE STANDARD SPECIFICATIONS.
6. THE CONTRACTOR IS RESPONSIBLE FOR SITE SAFETY AND COMPLYING WITH ALL CURRENT AND FUTURE FEDERAL AND STATE OSHA REQUIREMENTS IN ACCORDANCE WITH SECTION 1070, 2.02 'CONVENIENCE AND SAFETY' OF THE STANDARD SPECIFICATIONS.
7. LIMITS OF CONSTRUCTION ARE WITHIN THE CITY RIGHT OF WAY, UNLESS SHOWN OTHERWISE IN THE CONSTRUCTION DRAWINGS. WORK SHALL BE COMPLETED IN THE LIMITS OF CONSTRUCTION IN ACCORDANCE WITH SECTION 1070, 2.04 'PROJECT AREA FOR THE WORK' OF THE STANDARD SPECIFICATIONS.
8. IN ACCORDANCE WITH SECTION 1070, 2.08 'PROTECTION OF PROPERTY' OF THE STANDARD SPECIFICATIONS, THE CONTRACTOR SHALL CONTINUOUSLY MAINTAIN ADEQUATE PROTECTION OF ALL ITS WORK FROM DAMAGE AND SHALL PROTECT THE JURISDICTION'S PROPERTY AND ADJACENT PRIVATE PROPERTY FROM INJURY OR LOSS ARISING IN CONNECTION WITH THE WORK. THE CONTRACTOR SHALL REPAIR OR RESTORE ANY SUCH DAMAGE, INJURY, OR LOSS TO JURISDICTION PROPERTY OR ADJACENT PROPERTY. THE CONTRACTOR SHALL PROTECT TREES AND OTHER PROPERTY NOT MARKED FOR REMOVAL. THE CONTRACTOR SHALL SALVAGE ANY LANDSCAPING WITHIN THE RIGHT OF WAY UPON REQUEST BY THE ADJACENT PROPERTY OWNERS.
9. THE CONTRACTOR SHALL PRESERVE OR REPLACE ALL PROPERTY MONUMENTS ON THE PROJECT SITE IN ACCORDANCE WITH SECTION 1070, 2.09 'LAND MONUMENTS' OF THE STANDARD SPECIFICATIONS.
10. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING SITE CLEANLINESS. UPON REQUEST BY THE ENGINEER, THE CONTRACTOR SHALL, AT ITS EXPENSE, CLEANUP AND REMOVE ALL REFUSE AND UNUSED MATERIALS OF ANY KIND RESULTING FROM THE WORK INCLUDING CLEANING AND SWEEPING OF ADJACENT STREETS. UPON FAILURE DO SO WITHIN THREE WORKING DAYS AFTER SUCH REQUEST BY THE ENGINEER, THE WORK MAY BE DONE BY THE JURISDICTION AND THE COST THEREOF CHARGED TO THE CONTRACTOR AND DEDUCTED FROM ITS FINAL PAYMENT IN ACCORDANCE WITH SECTION 1070, 2.15 'FINISHING AND CLEANUP REQUIREMENTS' OF THE STANDARD SPECIFICATIONS.
11. THE CONTRACTOR SHALL SUBMIT TO THE ENGINEER FOR APPROVAL A PROGRESS SCHEDULE THAT WILL ENSURE THE COMPLETION OF THE PROJECT WITHIN THE TIME SPECIFIED. IF IT APPEARS THE RATE OF PROGRESS IS SUCH THAT THE CONTRACT WILL NOT BE COMPLETED WITHIN THE TIME ALLOWED, OF IF THE WORK IS NOT BEING EXECUTED IN A SATISFACTORY AND WORKMANLIKE MANNER, THE ENGINEER MAY ORDER THE CONTRACTOR TO TAKE SUCH STEPS AS NECESSARY TO COMPLETE THE WORK AS SPECIFIED IN THE CONTRACT IN ACCORDANCE WITH SECTION 1080, 1.03 'WORK PROGRESS AND SCHEDULE' OF THE STANDARD SPECIFICATIONS.
12. IF PROJECT IS SUBSTANTIALLY COMPLETED AND ONLY CLEANUP AND MINOR WORK ITEMS REMAIN FOR MORE THAN 30 CALENDAR DAYS, THE ENGINEER MAY RESTART CHARGING OF WORKING DAYS OR CHARGE PENALTIES EQUAL TO THE CONTRACT LIQUIDATED DAMAGES UNTIL ALL CORRECTIVE ACTION HAS BEEN COMPLETED IN ACCORDANCE WITH SECTION 1080, 1.06 'WEEKLY RECORD OF WORKING DAYS' OF THE STANDARD SPECIFICATIONS.

UTILITY COORDINATION NOTES:

1. THE CONTRACTOR IS REQUIRED TO UTILIZE THE UTILITY ONE-CALL SERVICE AT (800) 292-8989 TO LOCATE EXISTING UNDERGROUND UTILITIES AT LEAST 48 HOURS PRIOR TO EXCAVATING ANYWHERE ON THE PROJECT.
2. ANTICIPATED UTILITY CONFLICTS HAVE BEEN IDENTIFIED AND EACH RESPECTIVE UTILITY OWNER HAS BEEN INFORMED OF THE POTENTIAL CONFLICTS. THE CONTRACTOR SHALL PROTECT THE EXISTING UTILITIES TO REMAIN WITHIN THE PROJECT SITE.
3. THE LOCATION OF ALL AERIAL AND UNDERGROUND UTILITIES MAY NOT BE INDICATED ON THESE PLANS. WORK SHALL BE COMPLETED IN ACCORDANCE WITH SECTION 1070, 2.07 'PROTECTION OF ABOVEGROUND AND UNDERGROUND FACILITIES' OF THE STANDARD SPECIFICATIONS. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DAMAGE TO EXISTING UTILITIES.
4. IF A CONFLICT IS DISCOVERED BY THE CONTRACTOR, NOTIFY THE ENGINEER IMMEDIATELY AND COORDINATE WITH OWNER OF UTILITY TO RESOLVE CONFLICT.

PROJECT NOTES:

1. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING CONSTRUCTION STAKING IN ACCORDANCE WITH SECTION 11,010 OF THE STANDARD SPECIFICATIONS AND SHALL COMPLY WITH IOWA CODE 355 AND IOWA ADMINISTRATIVE CODE SECTION 193C FOR THE REPLACEMENT OF ALL DISTURBED MONUMENTS WITHIN THE PROJECT AREA.
2. CONTRACTOR SHALL PROPERLY SECURE PROJECT SITE AT THE END OF EACH DAY.
3. CONTRACTOR OPERATIONS CREATING OBJECTIONABLE LEVELS OF NOISE SHALL NOT BEGIN PRIOR TO 7:00 AM AND SHALL END PRIOR TO 7:00 PM.
4. ALL DISTURBED AREAS SHALL BE SEEDED AND/OR MULCHED (DEPENDING ON DATE) UPON COMPLETION OF GRADING.
5. THE CONTRACTOR SHALL LIMIT THEIR ACCESS TO THE PROJECT SITE TO THE STABILIZED ENTRANCE LOCATIONS SHOWN IN THE SWPPP.
6. ANY TREES AND CROPS SHALL BE REMOVED ONLY BY APPROVAL OF THE ENGINEER.

STORM WATER POLLUTION PREVENTION PLAN NOTES:

1. CONTACTOR SHALL FOLLOW ALL REQUIREMENTS OF IDNR NPDES GENERAL PERMITS #2.
2. CONTACTOR SHALL MINIMIZE THE AMOUNT OF SOIL EXPOSED DURING CONSTRUCTION ACTIVITY
3. STABILIZATION OF DISTURBED AREAS MUST, AT A MINIMUM, BE INITIATED IMMEDIATELY WHENEVER ANY CLEARING, GRADING, EXCAVATING OR OTHER EARTH DISTURBING ACTIVITIES HAVE PERMANENTLY CEASED ON ANY PORTION OF THE SITE OR TEMPORARILY CEASED ON ANY PORTION OF THE SITE AND WILL NOT RESUME FOR A PERIOD EXCEEDING 14 CALENDAR DAYS. IN DROUGHT-STRICKEN AREAS AND AREAS THAT HAVE RECENTLY RECEIVED SUCH HIGH AMOUNTS OF RAIN THAT SEEDING WITH FIELD EQUIPMENT IS IMPOSSIBLE AND INITIATING VEGETATIVE STABILIZATION IMMEDIATELY IS INFEASIBLE, ALTERNATIVE STABILIZATION MEASURES MUST BE EMPLOYED AS SPECIFIED BY THE DEPARTMENT. IN LIMITED CIRCUMSTANCES, STABILIZATION MAY NOT BE REQUIRED IF THE INTENDED FUNCTION OF A SPECIFIC AREA OF THE SITE NECESSITATES THAT IT REMAIN DISTURBED.
4. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM EQUIPMENT AND VEHICLE WASHING, WHEEL WASH WATER AND OTHER WASH WATERS. WASH WATERS MUST BE TREATED IN A SEDIMENT BASIN OR ALTERNATIVE CONTROL THAT PROVIDES EQUIVALENT OR BETTER TREATMENT PRIOR TO DISCHARGE;
5. MINIMIZE THE EXPOSURE OF BUILDING MATERIALS, BUILDING PRODUCTS, CONSTRUCTION WASTES, TRASH, LANDSCAPE MATERIALS, FERTILIZERS, PESTICIDES, HERBICIDES, DETERGENTS, SANITARY WASTE AND OTHER MATERIALS PRESENT ON THE SITE TO PRECIPITATION AND STORM WATER. MINIMIZATION OF EXPOSURE IS NOT REQUIRED IN CASES WHERE THE EXPOSURE TO PRECIPITATION AND TO STORM WATER WILL NOT RESULT IN A DISCHARGE OF POLLUTANTS, OR WHERE EXPOSURE OF A SPECIFIC MATERIAL OR PRODUCT POSES LITTLE RISK OF STORM WATER CONTAMINATION (SUCH AS FINAL PRODUCTS AND MATERIALS INTENDED FOR OUTDOOR USE)
6. MINIMIZE THE DISCHARGE OF POLLUTANTS FROM SPILLS AND LEAKS AND IMPLEMENT CHEMICAL SPILL AND LEAK PREVENTION AND RESPONSE PROCEDURES.
7. CONCRETE WASHOUTS SHALL BE PROVIDED ON SITE.
8. QUALIFIED PERSONNEL SHALL INSPECT DISTURBED AREAS OF THE CONSTRUCTION SITE THAT HAVE NOT BEEN STABILIZED WITH A PERENNIAL, VEGETATIVE COVER OF SUFFICIENT DENSITY TO PRECLUDE EROSION AT LEAST ONCE EVERY SEVEN CALENDAR DAYS. UNLESS EROSION IS EVIDENT OR OTHER CONDITIONS WARRANT THEM, REGULAR INSPECTIONS ARE NOT REQUIRED ON AREAS THAT HAVE BEEN STABILIZED WITH A PERENNIAL, VEGETATIVE COVER OF SUFFICIENT DENSITY TO PRECLUDE EROSION.
9. DISTURBED AREAS AND AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION SHALL BE INSPECTED FOR EVIDENCE OF, OR THE POTENTIAL FOR, POLLUTANTS ENTERING THE DRAINAGE SYSTEM.
10. EROSION AND SEDIMENT CONTROL MEASURES IDENTIFIED IN THE PLAN SHALL BE OBSERVED TO ENSURE THAT THEY ARE OPERATING CORRECTLY. WHERE DISCHARGE LOCATIONS OR POINTS ARE ACCESSIBLE, THEY SHALL BE INSPECTED TO ASCERTAIN WHETHER EROSION CONTROL MEASURES ARE EFFECTIVE IN PREVENTING SIGNIFICANT IMPACTS TO RECEIVING WATERS. LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE SHALL BE INSPECTED FOR EVIDENCE OF OFFSITE SEDIMENT TRACKING.
11. BASED ON THE RESULTS OF THE INSPECTION, POLLUTION PREVENTION MEASURES IDENTIFIED IN THE PLANS SHALL BE REVISED AT THE CONSTRUCTION SITE AS APPROPRIATE AS SOON AS PRACTICABLE AFTER THE INSPECTION AND TO THE PLAN AS SOON AS PRACTICABLE AFTER THE INSPECTION BUT IN NO CASE MORE THAN 7 CALENDAR DAYS FOLLOWING THE INSPECTION. IF THE PERMITTEE DETERMINES THAT MAKING THESE CHANGES AT THE CONSTRUCTION SITE OR TO THE PLAN LESS THAN 72 HOURS AFTER THE INSPECTION IS IMPRACTICABLE, THE PERMITTEE SHALL DOCUMENT IN THE PLAN WHY IT IS IMPRACTICABLE AND INDICATE AN ESTIMATED DATE BY WHICH THE CHANGES WILL BE MADE.
12. A REPORT SUMMARIZING THE SCOPE OF THE INSPECTION, NAME(S) AND QUALIFICATIONS OF PERSONNEL MAKING THE INSPECTION, THE DATE(S) OF THE INSPECTION, MAJOR OBSERVATIONS RELATING TO THE IMPLEMENTATION OF THE STORM WATER POLLUTION PREVENTION PLAN, AND ACTIONS TAKEN SHALL BE MADE AND RETAINED AS PART OF THE STORM WATER POLLUTION PREVENTION PLAN FOR AT LEAST THREE YEARS AFTER FINAL STABILIZATION HAS BEEN ACHIEVED AND A NOTICE OF DISCONTINUATION HAS BEEN SUBMITTED TO THE DEPARTMENT.

PAVING NOTES:

1. PAVING SHALL BE COMPLETED IN ACCORDANCE WITH DIVISION 7 OF THE SPECIFICATIONS.
2. THE CONTRACTOR SHALL SUBMIT INFORMATION TO THE ENGINEER FOR APPROVAL IN ACCORDANCE WITH SECTIONS 1050, 1.05 AND 7010, 1.03 OF THE STANDARD SPECIFICATIONS:
 - a. PCC PAVING MIX DESIGN
 - b. MATURITY CURVES FOR PAVING MIXES AND MATURITY READING RESULTS
3. PAVEMENT DESIGN SHALL INCLUDE A MINIMUM STRENGTH OF 4,400 PSI.
4. DROP CURBS SHALL BE CONSTRUCTED AT INTERSECTION FOR PEDESTRIAN RAMPS AND SHALL BE CONSIDERED INCIDENTAL TO PAVING.
5. PEDESTRIAN RAMPS SHALL INCLUDE "DETECTABLE WARNING" TEXTURE.
6. ALL UTILITY FIXTURES (WATER VALVE BOXES, MANHOLES, AND STORM SEWER INTAKES) SHALL BE SET TO THEIR CORRESPONDING PAVEMENT ELEVATIONS.

GRADING NOTES

1. ALL GRADING OPERATIONS SHALL BE COMPLETED IN ACCORDANCE WITH DIVISION 2 OF THE SPECIFICATIONS
2. THE PROPOSED CONTOURS ARE SHOWN ARE TO FINISH GROUND/TOP OF PAVEMENT
3. THE CONTRACTOR SHALL SHAPE GRADED AREAS TO MAINTAIN SURFACE DRAINAGE AT ALL TIMES.
4. THE CONTRACTOR SHALL BACKFILL CURBS AS SOON AS POSSIBLE UPON COMPLETION OF PAVING
5. DEWATERING (IF NECESSARY) IS CONTRACTOR'S RESPONSIBILITY AND SHALL BE CONSIDERED INCIDENTAL. CONTRACTOR SHALL MINIMIZE COMPACTION OF TOPSOIL TO THE EXTENT PRACTICABLE.



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CITY OF MARSHALLTOWN, IOWA

ANSON PARK

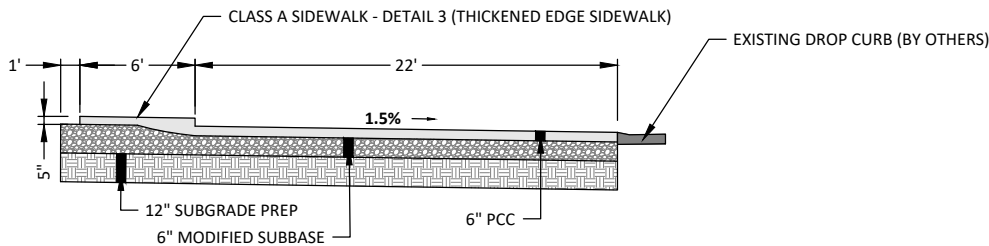
GENERAL NOTES

SHEET

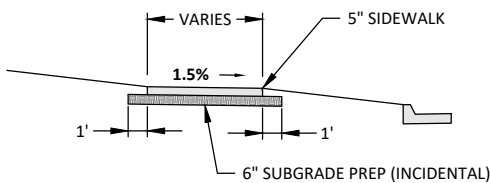
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ESTIMATED PROJECT QUANTITIES					
ITEM NO.	ITEM CODE	ITEM	UNIT	QUANT	AS BUILT QUANT.
1	2010-108-E-0	EXCAVATION, CLASS 10	CY	337	
2	2010-108-G-0	SUBGRADE PREPARATION	SY	1808	
3	2010-108-I-0	SUBBASE, 6 INCH MODIFIED SUBBASE	SY	340	
4	4040-108-A-0	SUBDRAIN, HDPE, 4 INCH, PERFORATED	LF	100	
5	4040-108-A-0	SUBDRAIN, HDPE, 4 INCH, NON PERFORATED	LF	41	
6	4040-108-C-0	SUBDRAIN CLEANOUT, TYPE A-2, 4 INCH	EA	4	
7	4040-108-D-0	SUBDRAIN OUTLET	EA	1	
8	7010-108-A-0	PAVEMENT, PCC, 6 INCH	SY	289	
9	7030-108-A-0	REMOVAL OF SIDEWALK	SY	233	
10	7030-108-E-0	SIDEWALK, PCC, 5 INCH	SY	827	
11	9040-108-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	LF	550	
12	11010-108-A-1	CONSTRUCTION SURVEY	LS	1	
13	11020-108-A-1	MOBILIZATION	LS	1	
14	11050-108-A-0	CONCRETE WASHOUT	LS	1	
15	12020-108-X-3	PLAY EQUIPMENT, FURNISH AND DELIVERY	LS	1	
16	12020-108-X-4	PLAY EQUIPMENT INSTALLATION	LS	1	
17	12020-108-X-5	PLAY SURFACING	SF	1430	
18					
19					



1
8.01
PARKING TYPICAL SECTION
NOT TO SCALE



2
8.01
SIDEWALK TYPICAL SECTION
NOT TO SCALE

ESTIMATE REFERENCE INFORMATION

ITEM NO.	ITEM CODE	DESCRIPTION
1	2010-108-E-0	<u>EXCAVATION, CLASS 10</u> THIS ITEM SHALL INCLUDE THE REMOVAL OF EXISTING SOIL, HAULING AND PLACEMENT OF THE MATERIAL WITHIN THE GRADING LIMITS, HAULING AND PLACEMENT OF EXCESS SOIL (WASTE), AND HAULING AND PLACEMENT OF BORROW MATERIAL IN ACCORDANCE WITH THE SPECIFICATIONS AND THESE PLANS. ITEM SHALL INCLUDE STRIPPING, STOCKPILING, FURNISHING AND SPREADING OF TOPSOIL. THE CONTRACTOR SHALL DISPOSE OF EXCESS MATERIAL AND MATERIAL THAT IS NOT SUITABLE FOR EMBANKMENT CONSTRUCTION TO LOCATIONS AS SECURED BY THE CONTRACTOR AND APPROVED BY THE ENGINEER. CONTRACTOR SHALL NOTIFY CITY OF ANY DISPUTE WITH EXCAVATION PLAN QUANTITY PRIOR TO CONSTRUCTION, OTHERWISE PLAN QUANTITY WILL BE USED FOR PAYMENT. TOPSOIL STRIPPING, STOCKPILING AND RE-SPREADING WILL NOT BE MEASURED OR PAID FOR SEPARATELY, AND WILL BE CONSIDERED INCIDENTAL TO THIS ITEM. PAYMENT SHALL BE PLAN QUANTITY. CUT = 337 CY ; FILL + 30% = 153 CY; NET = 184 (CUT). ALL SEEDING AND SITE RESORATION WILL BE PERFORMED BY THE CITY. CONTRACTOR SHALL LEAVE SITE WITHIN 1" OF FINAL GRADE FREE OF WEEDS, DEBRIS AND ROCKS LARGER THAN 1"
2	2010-108-G-0	<u>SUBGRADE PREPARATION</u> INCLUDES SUBGRADE PREPARATION FOR ALL PARKING STALL PAVEMENT TO A DEPTH OF 12 INCHES. QUANTITY IS BASED ON THE AREA AND EXTENDING 1 FOOT BEYOND THE PAVEMENT EDGE. IN INSTANCES OF CONFLICT WITH EXISTING UTILITIES, THE DEPTH MAY BE REDUCED AS DIRECTED BY THE ENGINEER.
3	2010-108-I-0	<u>SUBBASE, 6 INCH MODIFIED SUBBASE</u> MODIFIED SUBBASE TO BE INSTALLED UNDER PCC PARKING PAVEMENT AND EXTEND 1' BEYOND THE BACK OF CURB.
4	4040-108-A-0	<u>SUBDRAIN, HDPE, 4 INCH, PERFORATED</u> CONSTRUCT SUBDRAINS AT LOCATIONS, DEPTHS, AND GRADE SHOWN IN PLANS, OR AS DIRECTED BY THE ENGINEER. FILL THE TRENCH WITH COMPACTED POROUS BACKFILL MATERIAL. PAYMENT IS FULL COMPENSATION FOR TRENCHING, REMOVAL OF EXCESS EXCAVATED MATERIAL FROM THE PROJECT, FURNISHING AND PLACING OF ENGINEERING FABRIC, FURNISHING AND PLACING POROUS BACKFILL MATERIAL, FURNISHING AND PLACING SUBDRAIN."
5	4040-108-A-0	<u>SUBDRAIN, HDPE, 4 INCH, NON PERFORATED</u> CONSTRUCT SUBDRAINS AT LOCATIONS, DEPTHS, AND GRADE SHOWN IN PLANS, OR AS DIRECTED BY THE ENGINEER. FILL THE TRENCH WITH COMPACTED POROUS BACKFILL MATERIAL. PAYMENT IS FULL COMPENSATION FOR TRENCHING, REMOVAL OF EXCESS EXCAVATED MATERIAL FROM THE PROJECT AND FURNISHING AND PLACING SUBDRAIN."
6	4040-108-C-0	<u>SUBDRAIN CLEANOUT, TYPE A-2, 4 INCH</u> SUBDRAIN CLEANOUT SHALL BE TYPE A-2. SUBDRAIN CLEANOUT SHALL BE SET FLUSH WITH MODIFIED SUBBASE AND PLAY SURFACE WILL BE INSTALLED OVER THE CLEANOUT.
7	4040-108-D-0	<u>SUBDRAIN OUTLET</u> SUBDRAIN OUTLET INSTALLED PER DETAIL ON PAGE M.01. ITEM INCLUDES ALL LABOR AND MATERIALS REQUIRED FOR INSTALLATION.
8	7010-108-A-0	<u>PAVEMENT, PCC, 6 INCH</u> REFER TO C SHEETS FOR LAYOUT. ALL CONCRETE SHALL BE CLASS C AND MEET MINIMUM COMPRESSIVE STRENGTH REQUIREMENT OF 4000 PSI AT 28 DAYS. AREAS NOT MEETING THIS REQUIREMENT SHALL BE SUBJECT TO REPAIRS, REPLACEMENT OR REDUCED PAYMENT AS DETERMINED BY THE ENGINEER AND TEST RESULTS. CRACKED PANELS SHALL BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE UNLESS. CONCRETE TESTING IS REQUIRED AND SHALL BE PROVIDED BY THE CONTRACTOR
9	7030-108-A-0	<u>REMOVAL OF SIDEWALK</u> A. ALL REMOVALS TO BE MARKED AND MEASURED BY THE ENGINEER. FULL DEPTH SAW CUTS ALONG THE REMOVAL LIMITS ARE INCIDENTAL TO THIS ITEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL REMOVAL, EARTHWORK, SUBGRADE PREPARATION, MODIFIED SUBBASE AND PAVING EXPENSES DUE TO DAMAGED EDGES. ADDITIONAL REMOVAL TO BE DETERMINED BY ENGINEER. PAYMENT SHALL BE MADE FOR THE AREA OF PAVEMENT REMOVED, REGARDLESS OF THICKNESS. CONTRACTOR SHALL LEGALLY DISPOSE OF ALL MATERIALS AT AN OFF-SITE WASTE AREA.
10	7030-108-E-0	<u>SIDEWALK, PCC, 5 INCH</u> CONCRETE SHALL BE A C-4 MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI. CONCRETE TESTING IS REQUIRED AND SHALL BE PROVIDED BY THE CONTRACTOR. ITEM INCLUDES THE BENCH PADS AND CONCRETE SLAB UNDER THE MUSICAL PLAY PANELS. THICKENED EDGE SIDEWALK AT PLAYGROUND EDGE AS SHOWN IN THE T SHEETS IS INCIDENTAL TO THIS ITEM. CLASS A SIDEWALK WITH THICKENED EDGE ADJACENT TO PARKING LOT IS INCIDENTAL TO THIS ITEM.
11	9040-108-N-1	<u>SILT FENCE OR SILT FENCE DITCH CHECK</u> ITEM INCLUDES INSTALLATION, MAINTENANCE AND REMOVAL OF SILT FENCE. PAYMENT QUANTITY SHALL BE LIMITED TO THE QUANTITIES SHOWN IN THE PLANS. IF CONTRACTOR DETERMINES THAT ADDITIONAL QUANTITY IS REQUIRED TO PROPERLY PROTECT THE SITE THEY MUST NOTIFY THE ENGINEER AND HAVE APPROVAL PRIOR TO THE INSTALLATION. ANY QUANTITY ABOVE PLAN QUANTITY INSTALLED PRIOR TO ENGINEER APPROVAL MAY NOT BE PAID.
12	11010-108-A-1	<u>CONSTRUCTION SURVEY</u> THIS ITEM IS FOR ALL SURVEY WORK NECESSARY FOR CONSTRUCTION OF THIS PROJECT AS DETAILED ON THE CONSTRUCTION DOCUMENTS AND APPROVED REVISIONS. ELECTRONIC DRAWING ARE AVAILABLE FOR THE CONTRACTORS USE.
13	11020-108-A-1	<u>MOBILIZATION</u> THIS ITEM IS FOR ALL PREPATORY WORK AND COSTS INCURRED BEFORE BEGINNING THE WORK ON THE PROJECT AND DURING THE PROJECT. THIS ITEM SHALL ALSO INCLUDE THE COSTS FOR ANY STAGED CONSTRUCTION AND EQUIPMENT SET UP TO COMPLETE THE WORK. NO CHANGE IN CONTRACT PRICE WILL BE MADE FOR ANY COMBINATION OF ADD/ALTERNATES ADDED TO THE CONTRACT. THIS ITEM TO BE PAID PER SUDAS 11,020, 1.08A.
14	11050-108-A-0	<u>CONCRETE WASHOUT</u> THIS PAY ITEM INCLUDES FURNISHING AND THE PERIODIC CLEAN OUT AND MAINTENANCE OF THE WASHOUT AREA AS DIRECTED BY THE ENGINEER.
15	12020-108-X-3	<u>PLAY EQUIPMENT, FURNISH AND DELIVERY</u> ITEM SHALL INCLUDE FURNISH AND DELIVERY OF PLAYGROUND EQUIPMENT PER INFORMATION PROVIDED ON T SHEETS.
16	12020-108-X-4	<u>PLAY EQUIPMENT INSTALLATION</u> ITEM SHALL INCLUDE ALL LABOR, MATERIALS AND EQUIPMENT TO INSTALL PLAY EQUIPMENT AS IDENTIFIED ON T SHEETS. FOOTINGS, HARDWARE AND OTHER MISC MATERIALS AND HARDWARE REQUIRED FOR COMPLETE INSTALLATION PER MANUFACTURER'S STANDARD DETAILS AND SPECIFICATIONS IS CONSIDERED INCIDENTAL TO THIS ITEM.
17	12020-108-X-5	<u>PLAY SURFACING</u> ITEM SHALL INCLUDE ALL LABR, MATERIALS, AND EQUIPMENT TO INSTALL POURED-IN-PLACE RUBBER PLAY SURFACING AS IDENTIFIED ON T SHEETS. MODIFIED SUB BASE, ENGINEERING FABRIC AND ANY NECESSARY SUBGRADE PREPARATION REQUIRED FOR COMPLETE INSTALLATION PER MANUFACTURER'S STANDARD DETAILS AND SPECIFICATIONS HALL BE CONSIDERED INCIDENTAL TO THIS ITEM. ANY DEVIATION OR INCREASED THICKNESS REQUIRED DURING INSTALLATION WILL BE CONSIDERED INCIDENTAL TO THIS ITEM.



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CITY OF MARSHALLTOWN, IOWA

ANSON PARK

QUANTITIES

SHEET

B.01

EROSION CONTROL LEGEND

SILT FENCE



CONCRETE WASHOUT

E ANSON ST

INSTALL 550 LF OF SILT FENCE

SOUTH 4TH AVE
RECONSTRUCTED BY OTHERS

S 4TH AVE

CONCRETE WASHOUT

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CITY OF MARSHALLTOWN, IOWA
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EROSION CONTROL

SHEET
C.01

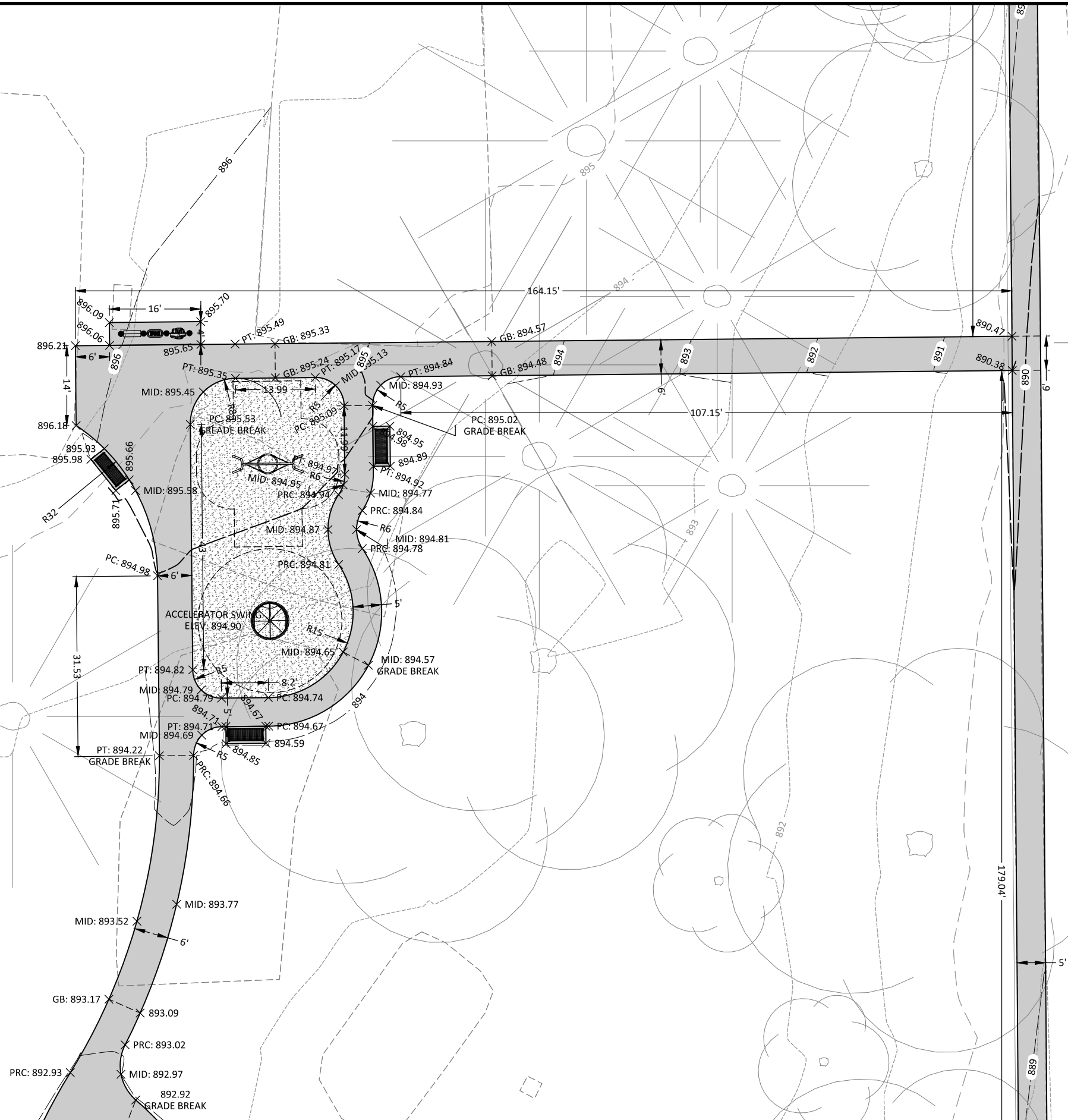
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HEET
.02

- NOTES:
1) ALL SPOT ELEVATIONS ARE AT
FORM GRADE UNLESS
OTHERWISE NOTED.
2) * DENOTES MATCH EXISTING
ELEVATIONS



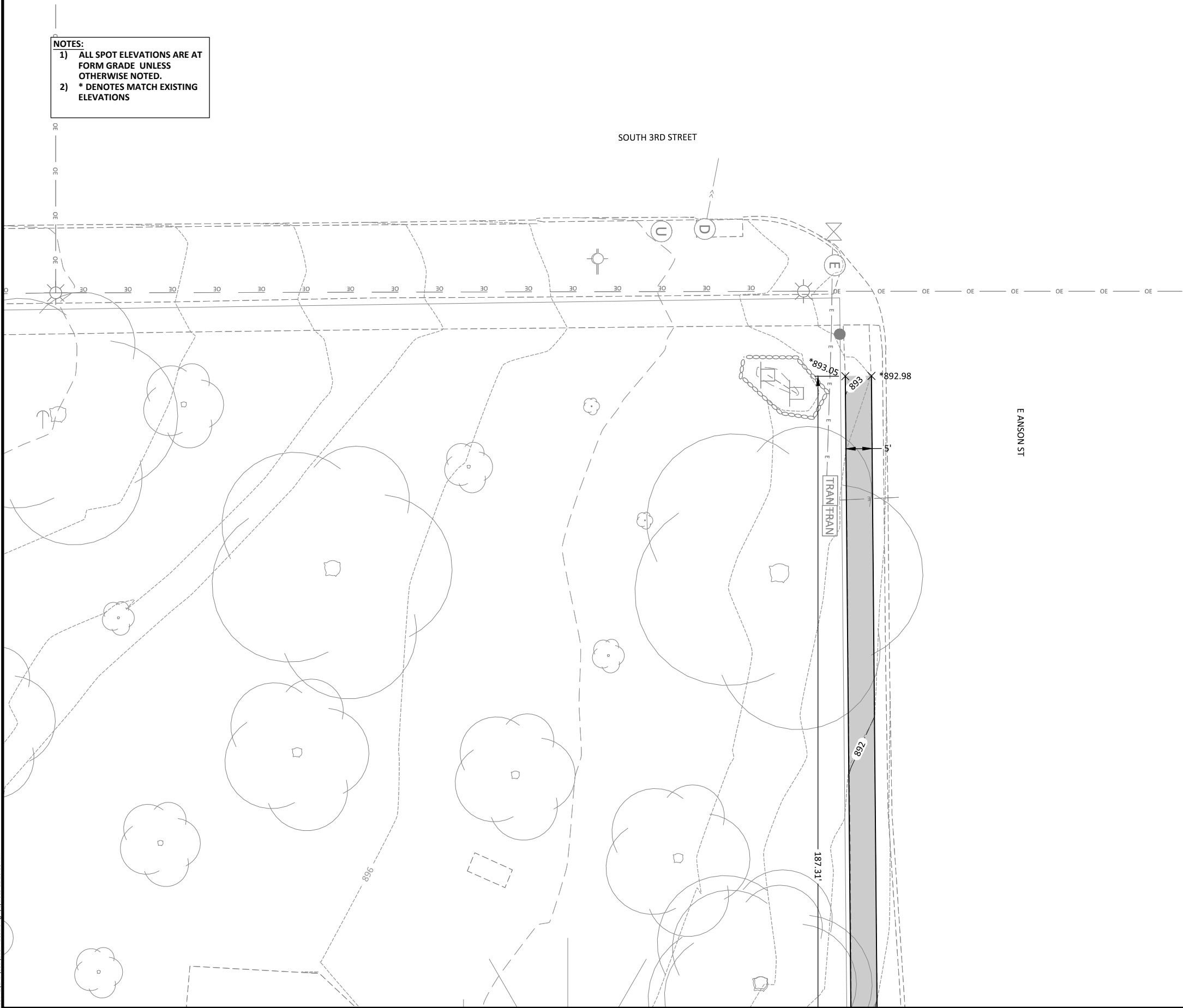
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CITY OF MARSHALLTOWN, IOWA
ANSON PARK
GEOMETRICS AND GRADING SHEET

SHEET
C.03

NOTES:
1) ALL SPOT ELEVATIONS ARE AT
FORM GRADE UNLESS
OTHERWISE NOTED.
2) * DENOTES MATCH EXISTING
ELEVATIONS



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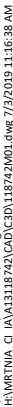
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GEOMETRICS AND GRADING SHEET

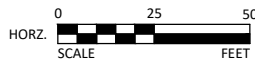
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REMOVALS SHEET

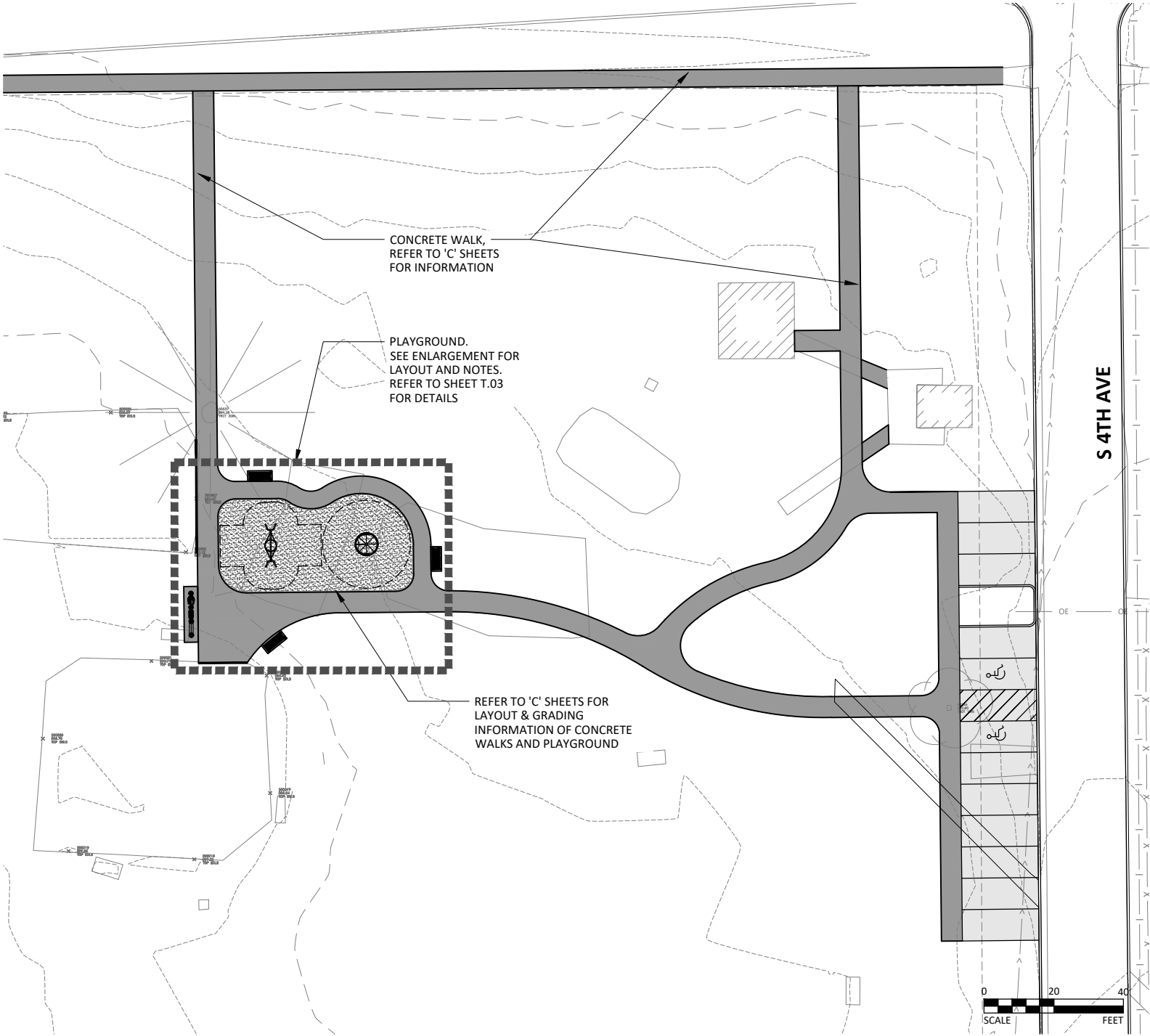
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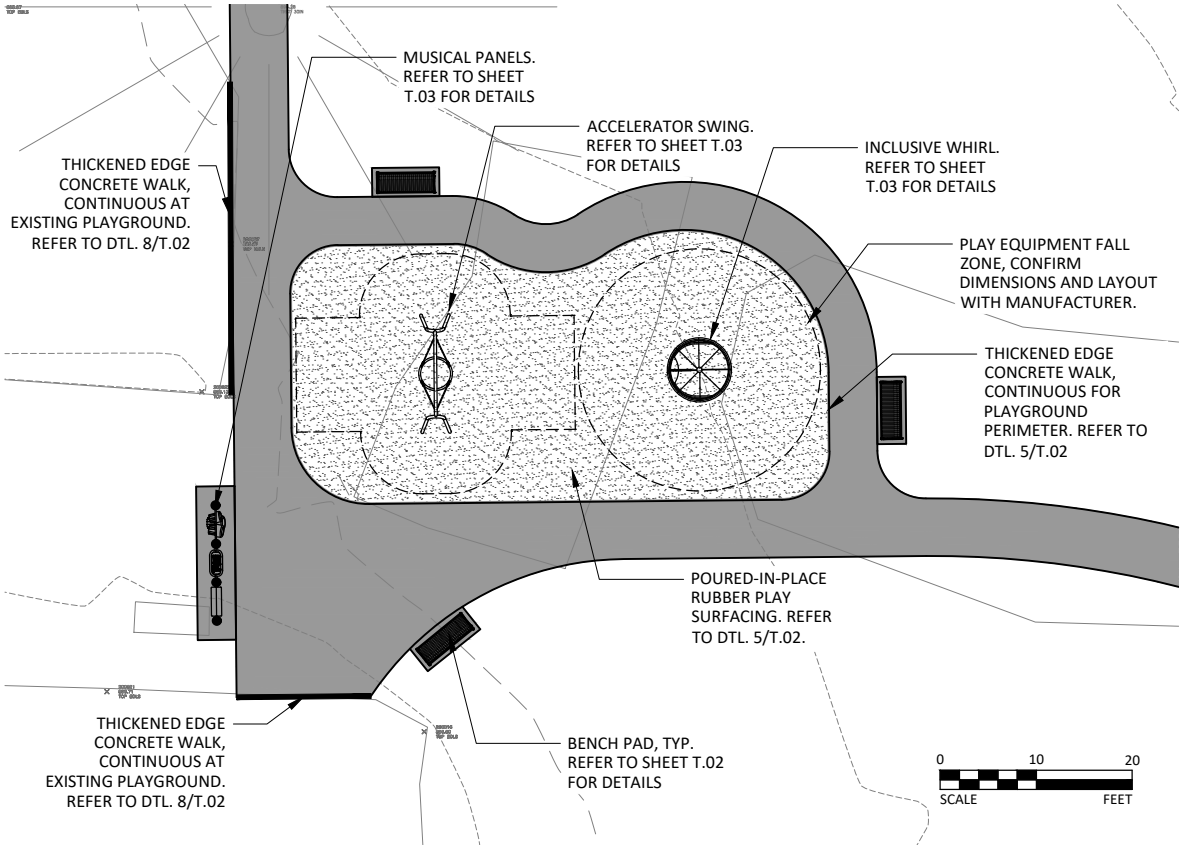
GENERAL SITE IMPROVEMENT NOTES:

1. REFER TO MANUFACTURER STANDARD DETAILS AND SPECIFICATIONS FOR ALL PLAYGROUND EQUIPMENT AND SURFACING.
2. SEEDING: TO BE PERFORMED BY OTHERS.

OVERALL SITE PLAN:



PLAYGROUND ENLARGEMENT:



PLAYGROUND EQUIPMENT NOTES:

MANUFACTURER: MIRACLE
CONTACT: MARK BOLAND - BOLAND RECREATION
641-752-7589
IOWAPARKPLACE@MCHSI.COM

- ACCELERATOR SWING
- INCLUSIVE WHIRL 305
- CALYPSO (3) DRUM 714-715-13B
- XYLOPHONE 714-975-4B
- CHIME PANEL 714-975-3B

ALL COLORS AND AVAILABLE OPTIONS TO BE SUBMITTED FOR REVIEW & APPROVAL.

PROVIDE SHOP DRAWINGS FOR REVIEW.

ALL PLAY EQUIPMENT TO BE INSTALLED PER MANUFACTURER DETAILS AND SPECIFICATIONS BY CERTIFIED INSTALLER.

PLAYGROUND SURFACING NOTES:

MANUFACTURER: NO-FAULT
CONTACT: MARK BOLAND - BOLAND RECREATION
641-752-7589
IOWAPARKPLACE@MCHSI.COM

- PLAYGROUND SURFACING:
- NO-FAULT SAFETY SURFACE - POURED-IN-PLACE RUBBER
 - STANDARD COLOR - TBD

ALL COLORS AND AVAILABLE OPTIONS TO BE SUBMITTED TO OWNER FOR APPROVAL.

PROVIDE SHOP DRAWINGS FOR APPROVAL. MANUFACTURER TO CONFIRM SURFACING DEPTH BASED ON SPECIFIED PLAYGROUND EQUIPMENT AND LAYOUT.

SURFACING, AGGREGATE BASE AND SUBGRADE PREP TO BE INSTALLED PER MANUFACTURER SPECIFICATIONS BY CERTIFIED INSTALLER.

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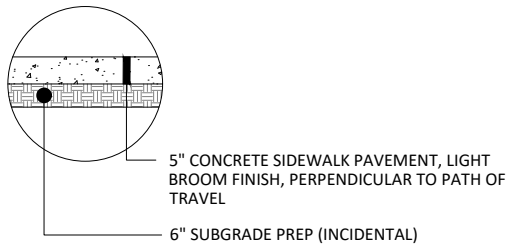
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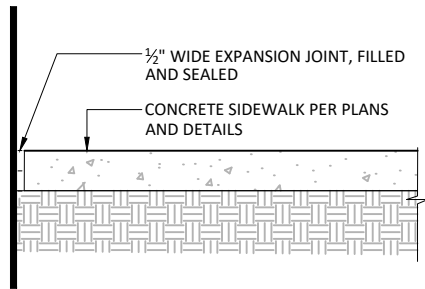
PLAYGROUND LAYOUT

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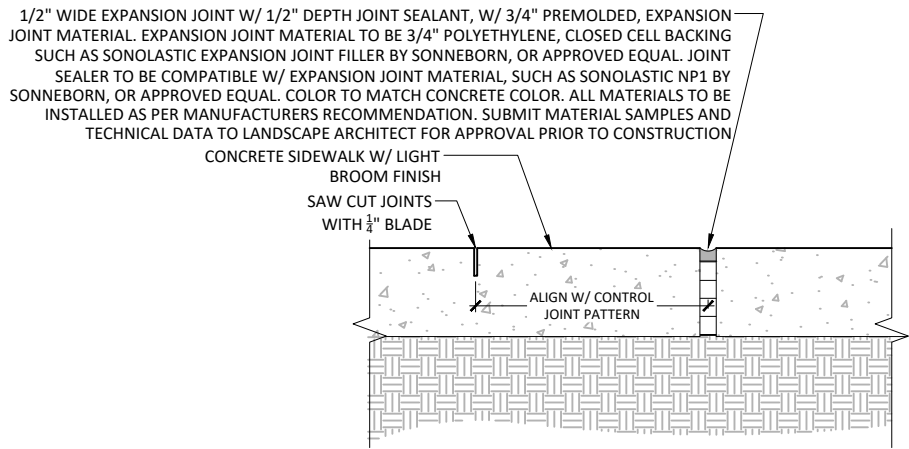
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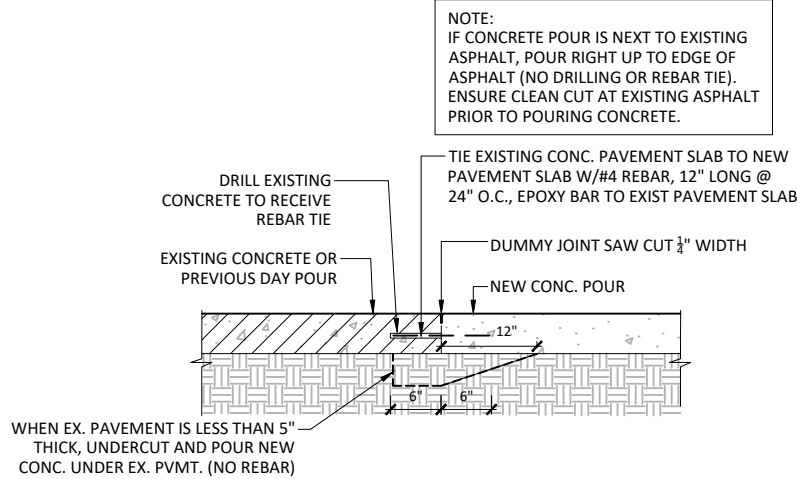
1 CONCRETE WALK - 5"
SCALE: N.T.S.



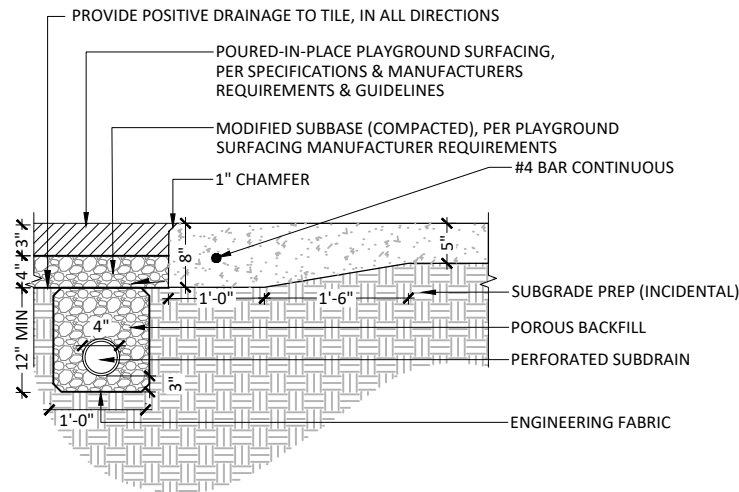
2 CONCRETE ISOLATION JOINT
SCALE: N.T.S.



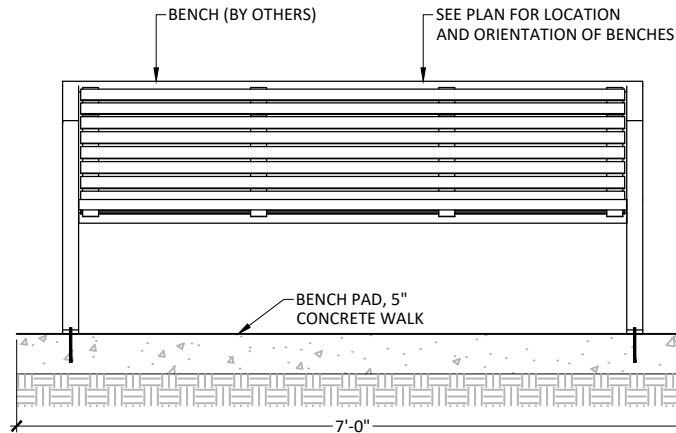
3 TYPICAL CONCRETE SIDEWALK JOINT
SCALE: N.T.S.



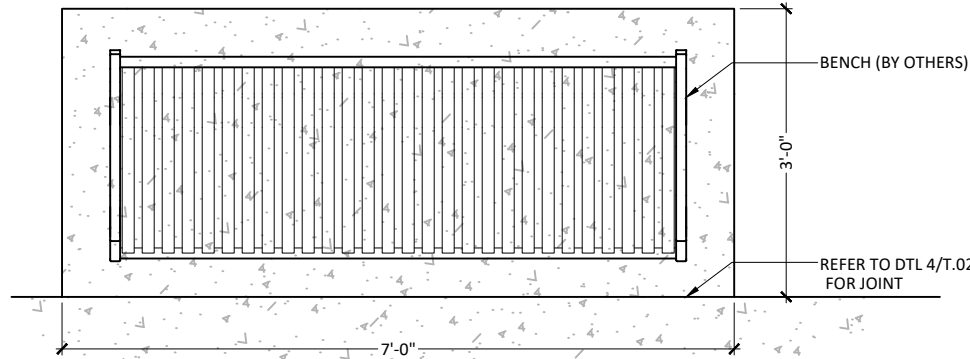
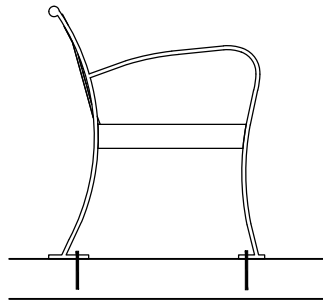
4 PAVEMENT JOINT AT EXISTING CONCRETE PAVEMENT
SCALE: N.T.S.



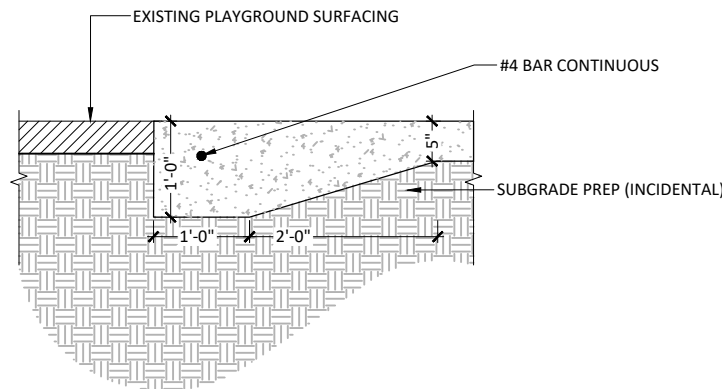
5 POURED-IN-PLACE PLAYGROUND SURFACING/THICKENED EDGE SIDEWALK
SCALE: N.T.S.



6 CONCRETE BENCH PAD - TYPICAL SECTION
SCALE: N.T.S.

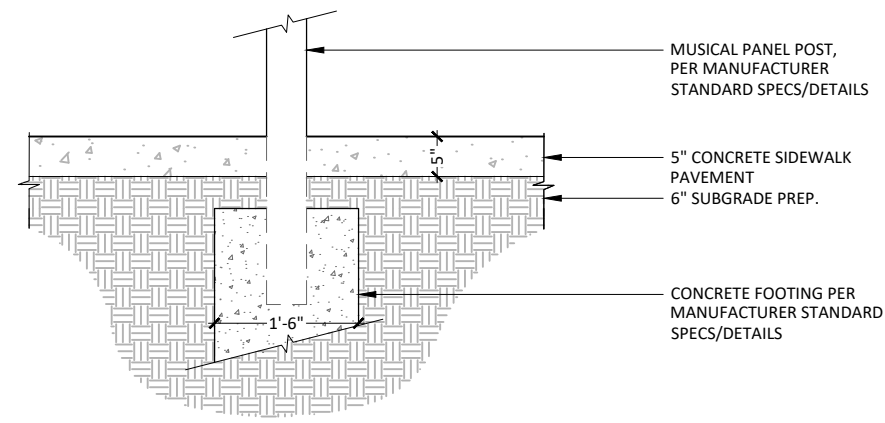
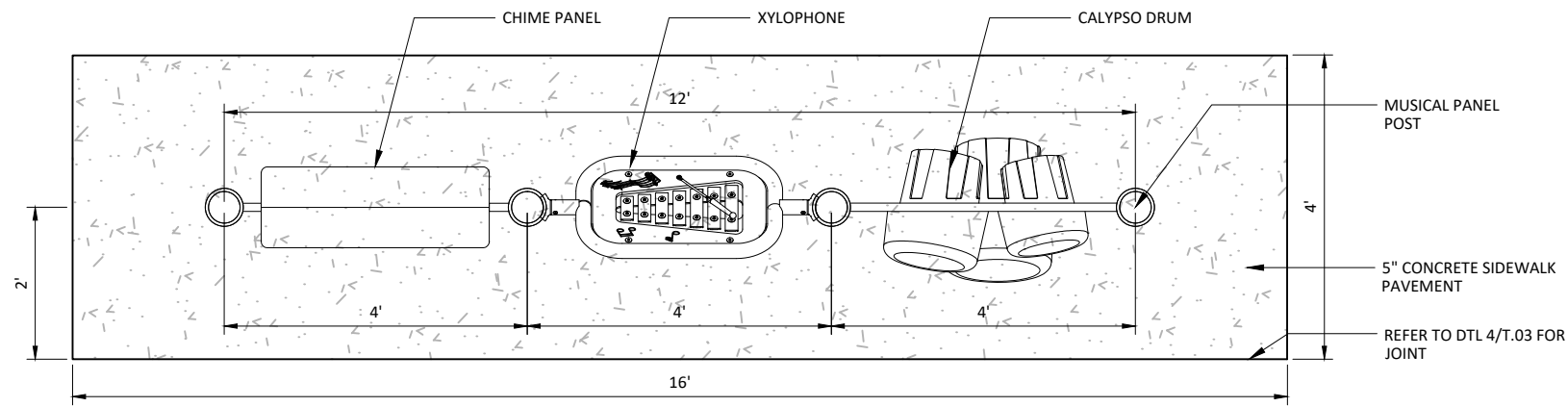


7 CONCRETE BENCH PAD - PLAN VIEW
SCALE: N.T.S.



8 THICKENED EDGE SIDEWALK AT EXISTING PLAYGROUND
SCALE: N.T.S.

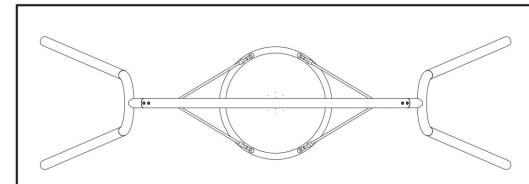




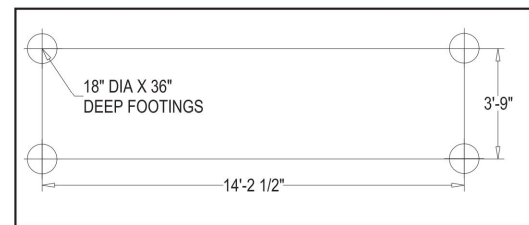
1 MUSICAL PANELS - PLAN VIEW (PER MANUFACTURER)
SCALE: N.T.S.

2 SECTION: MUSICAL PANEL POST/FOOTING (PER MANUFACTURER)
SCALE: N.T.S.

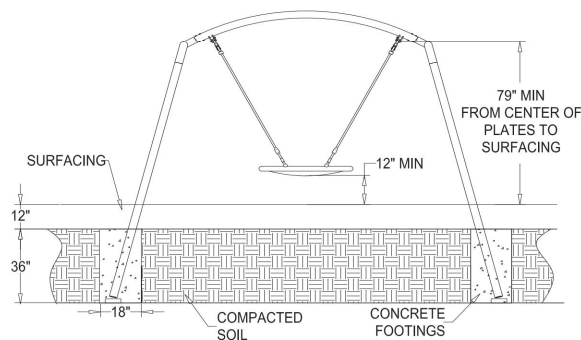
Top View



Accelerator Swing



Footing Details

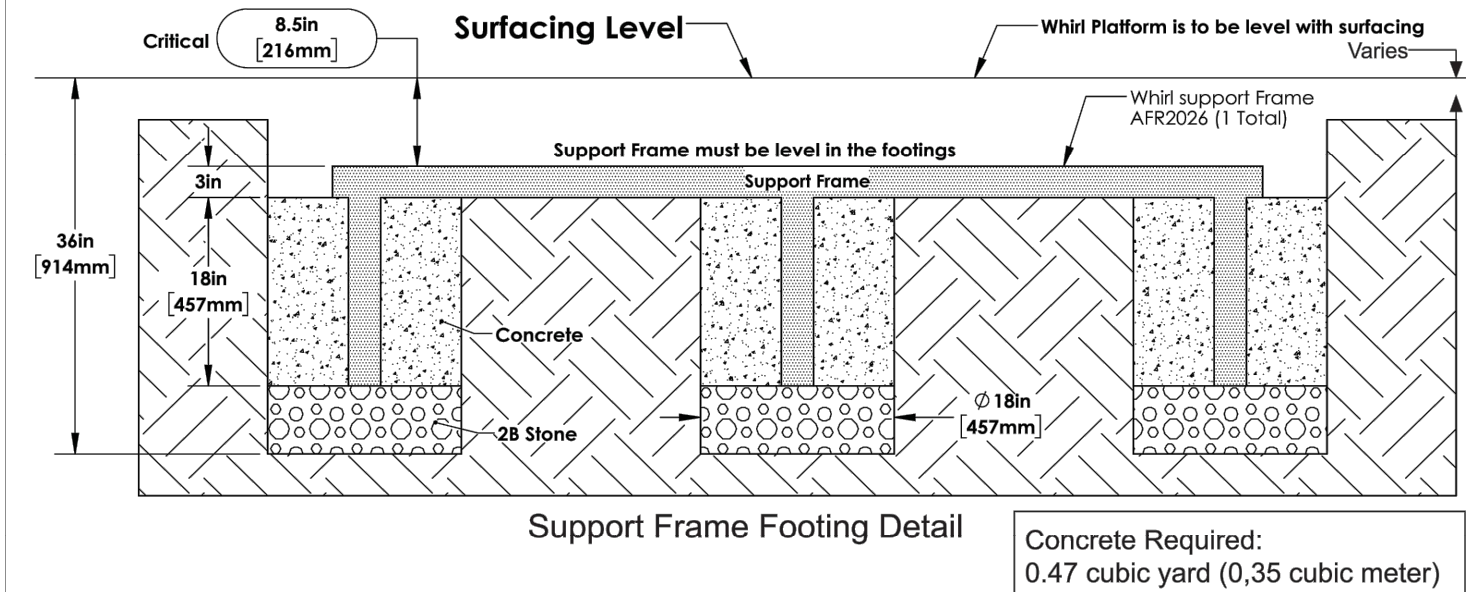
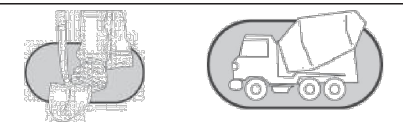


3 ACCELERATOR SWING (PER MANUFACTURER)
SCALE: N.T.S.

NOTE:
ALL COLORS AND AVAILABLE OPTIONS TO BE SUBMITTED TO OWNER FOR APPROVAL.
PROVIDE SHOP DRAWINGS FOR APPROVAL.
ALL PLAY EQUIPMENT TO BE INSTALLED PER MANUFACTURER SPECIFICATIONS.

IN GROUND FOOTING DIAGRAM

1. Excavate footings.
2. Concrete footer frame in footings (in-ground model).
3. Allow 72 hours for concrete to cure.



4 INCLUSIVE WHIRL (PER MANUFACTURER)
SCALE: N.T.S.

PROJECT MANUAL

Anson Park

City of Marshalltown

Marshalltown, IA 50158

SECTION 00005 – CERTIFICATION

PROJECT MANUAL

for

Anson Park

City of Marshalltown

Marshalltown, IA 50158

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. <u>Gregory Broussard</u> Date: <u>7/3/2019</u> Greg Broussard License No. 21974 My renewal date is December 31, 2019 Pages or sheets covered by this seal: ALL SHEETS
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Anson Park
City of Marshalltown

CONTRACT DOCUMENTS:

PROJECT MANUAL:

Introductory Information, Bidding Requirements, Contract Forms and Conditions of Contract

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DRAWINGS (UNDER SEPARATE COVER):

13 sheets numbered A.01 through T.03, inclusive, dated 7/3/19, and with each sheet bearing the following general title:

Anson Park
City of Marshalltown

**This project is based on
SUDAS STANDARD SPECIFICATIONS, 2019 EDITION
unless modified herein.**

******END OF SECTION******

NOTICE TO BIDDERS

Anson Park
City of Marshalltown
Marshalltown, IA 50158

Time and Place for Filing Sealed Proposals. Sealed bids for the work comprising the repair or improvement as stated below must be filed before 2:00 P.M. on August 6, 2019, in the office of the City Clerk, 24 N. Center St, Marshalltown, IA 50158.

Time and Place Sealed Proposals Will be Opened and Considered. Sealed proposals will be opened and bids tabulated at 2:00 P.M. on August 6, 2019, in the office of the City Clerk, City of Marshalltown, 24 N. Center St, Marshalltown, IA 50158 with the results being reported to the City of Marshalltown at its meeting at 5:30 P.M. on August 12, 2019 at which time the City Council may take action on the proposals submitted or at such time as may then be fixed. The City of Marshalltown City Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid, and to enter into such contract, or contracts, as it shall deem to be to the best interest of the City of Marshalltown.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the Contract must be substantially complete on or before November 15, 2019. Liquidated damages as set forth in Section 00500 – Contract.

Bid Security. Each bidder shall accompany its bid with bid security, as defined in Iowa Code Section 26.8, as security that the successful bidder will enter into a contract for the work bid upon. The bidder's security shall be in an amount equal to 10 percent of the total amount of the bid. The bid shall contain no condition except as provided in the specifications.

If the bidder fails to execute the contract and to furnish an acceptable performance, payment, and maintenance bond or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

Contract Documents. Copies of the project documents are available for a price of \$25 per set. This fee is refundable, provided the plans and specifications are returned complete and in reusable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your check payable to Bolton & Menk, Inc. and send it to 1519 Baltimore Drive, Ames, IA 50010-0688, (515) 233-6100, fax (515)233-4430. Complete digital project bidding documents are available at www.bolton-menk.com or www.questcdn.com. You may view the digital plan documents for free by entering Quest project # 6432310 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

Preference of Products and Labor. By virtue of statutory authority, a preference will be given to products and provisions grown and coal produced within the State of Iowa, to the extent lawfully required under Iowa statutes.

Sales Tax Exemption Certificates. The bidder shall not include sales tax in the bid. The City of Marshalltown will distribute tax exemption certificates and authorization letters to the Contractor and all subcontractors who are identified. The Contractor and subcontractor may make copies of the tax exemption certificates and provide a copy to each supplier providing construction materials. These tax exemption certificates and authorization letters are applicable only for this specific project under the Contract.

PROJECT DESCRIPTION: Miscellaneous park improvements including playground and play equipment, poured-in-place rubber surfacing, PCC sidewalk and parking improvements for Anson Park.

The Notice is given by order of the City Council of the City of Marshalltown

Shari L. Coughenour
City Clerk

CITY OF MARSHALLTOWN, IOWA
OFFICIAL NOTICE OF HEARING AND LETTING

Anson Park

PROJECT NO. PRK19001

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE ***Anson Park Project*** IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the **22nd day of July, 2019** in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, on the proposed plans, specifications, proposed form of contract, and the estimated cost of improvements proposed to be constructed under PROJECT NO. PRK19001, the ANSON PARK project now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received until 2:00 p.m. local time, on the **6th day of August, 2019** for the construction of the ANSON PARK as described in the plans and specifications for PROJECT NO. PRK19001, and which will be opened, read, and tabulated by the City Engineer or his designate at that time, and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the **12th day of August, 2019** or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing ANSON PARK in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. PRK19001, ANSON PARK.

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

ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY
1	EXCAVATION, CLASS 10	CY	337
2	SUBGRADE PREPARATION	SY	1808
3	SUBBASE, 6 INCH MODIFIED SUBBASE	SY	340
4	SUBDRAIN, HDPE, 4 INCH, PERFORATED	LF	100
5	SUBDRAIN, HDPE, 4 INCH, NON PERFORATED	LF	41
6	SUBDRAIN CLEANOUT, TYPE A-2, 4 INCH	EA	4
7	SUBDRAIN OUTLET	EA	1
8	PAVEMENT, PCC, 6 INCH	SY	289
9	REMOVAL OF SIDEWALK	SY	233
10	SIDEWALK, PCC, 5 INCH	SY	827
11	SILT FENCE OR SILT FENCE DITCH CHECK	LF	550
12	CONSTRUCTION SURVEY	LS	1
13	MOBILIZATION	LS	1
14	CONCRETE WASHOUT	LS	1
15	PLAY EQUIPMENT, FURNISH AND DELIVERY	LS	1
16	PLAY EQUIPMENT INSTALLATION	LS	1
17	PLAY SURFACING	SF	1430

All work shall be done in strict compliance with the Plans and Specifications for said PROJECT NO. PRK19001 as proposed by the City Engineer.

The owner has established a contract completion date of November 15, 2019. All project work shall be substantially completed within the stated timeframe. The City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed within the times specified in paragraph above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time.

Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City according to the following schedule:

Liquidated Damages per Day after November 15, 2019
\$500.00

For each day that expires after the time specified for Substantial Completion until the work is certified by the engineer as substantially complete and after certification of substantial completion if Contractor neglects, refuses or fails to complete the remaining Work within the contract time for Final Completion. Both liquidated damages can be applied if either/both contract times are exceeded. The City shall deduct the accrued liquidated damages from the final payment due to the Contractor.

All proposals shall be made upon the official bidding blanks furnished by the City and any alteration in the Official Form of Proposal will entitle the Council, at its option, to reject the proposal involved from consideration. Each said proposal shall be sealed and plainly identified.

Each proposal shall be accompanied by a certified check in an amount equal to ten percent (10%) of the total amount of the bid, in a separate sealed envelope, drawn on and certified payable by a solvent bank to the City Treasurer of the City as security that, if awarded the contract by resolution of the City Council, the bidder will enter into contract at the prices bid and will furnish the required corporate surety bond. Any bidder may, in lieu of the certified check provided for herein, file with such bid a bid bond executed by a corporation authorized to contract as surety in Iowa and satisfactory to the City on the form included in the specifications. The certified check may be cashed and the proceeds retained by the City, or the bid bond forfeited to the City, as agreed liquidated damages if the bidder fails to execute a contract or file an acceptable bond for faithful performance thereof within ten (10) days after acceptance of his proposal by resolution of the City Council. Said security shall be returned to the bidder upon execution of the formal contract to complete said work and approval of performance bond by the Council.

The successful bidder shall furnish the City a surety bond, acceptable to said City, for one hundred percent of the bid guaranteeing his faithful performance of the contract. All bonds called for in this notice shall contain no other conditions except as provided in Chapter 384.97(5) of the Iowa Code.

The Contractor will be paid in cash from the General Fund of said City or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of the above methods as may be used for such payments. Said payment to the Contractor will be made by the City in monthly estimates and one final payment. Monthly estimates will be equivalent to ninety-five percent (95%) of the contract value of the work completed during the preceding calendar month, and will be based upon an estimate prepared by the Contractor and submitted at least 15 days before a regularly scheduled City Council meeting, subject to the approval of the City Engineer, who will certify to the City for payment of each approved estimate. Final payment will be made on or before thirty (30) days after completion and acceptance by resolution of the City Council of the completed contract. No such partial or final payment will be due until the Contractor has certified to the City Clerk that materials, labor and services involved in each estimate have been paid for

in accordance with the requirements stated in the specifications. Such partial payment shall in no way be construed as an act of acceptance for any part of the work partially or totally completed.

Preference will be given to products and provisions grown and coal produced within the State of Iowa, by virtue of statutory authority, and to Iowa domestic labor in constructing said improvements.

The Contractor shall file with the contract a corporate surety bond acceptable to the City and providing for maintenance of the improvements for not less than four years from and after acceptance of the project.

Copies of the project documents are available for a price of \$25 per set. This fee is refundable, provided the plans and specifications are returned complete and in good usable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your check payable to Bolton & Menk, Inc. and send it to 1519 Baltimore Drive, Ames, IA 50010, (515)233-6100. You may view the digital plan documents for free by entering **Quest project # 6432310** on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

Title VI Assurances_ The City of Marshalltown in accordance with Title VI of the Civil Rights Act of 1964, Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for award.

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

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

CITY OF MARSHALLTOWN, IOWA

By _____
Shari L. Coughenour, CMC, City Clerk

INSTRUCTIONS TO BIDDERS

Anson Park
City of Marshalltown
Marshalltown, IA 50158

The work comprising the above referenced project shall be constructed in accordance with the SUDAS Standard Specifications, 2019 Edition and as further modified by the supplemental specifications and special provisions included in the contract documents. The terms used in the contract version of the documents are defined in said Standard Specifications. Before submitting a bid, please review the requirements of Division One, General Provisions and Covenants. Please be certain that all documents have been completed properly as failure to complete and sign all documents and to comply with the requirements listed below can cause a submitted bid not to be read.

ARTICLE 1 - BID SECURITY

- 1.01 The bid security must be in the minimum amount of 10% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates).
- 1.02 Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.
- 1.03 Bid security shall be in the form of 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 of Marshalltown, hereinafter called the "Jurisdiction".
- 1.04 The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable. All signatures on the bid bond must be original signatures in ink; electronic, copies, or facsimile (fax) of any signature on the bid bond is not acceptable.

ARTICLE 2 - SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDER

- 2.01 The proposal shall be sealed in an envelope, properly identified as the Proposal with the project title and the name and address of the bidder. The bid security shall be sealed in a separate envelope identified as the "Bid Security" and attached to the outside of the bid proposal envelope. The Proposal and Bid security shall be deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids along with the appropriate bid security. Any proposal received after the scheduled time for the receiving of proposals will be returned to the bidder unopened and will not be considered.
- 2.02 The following documents shall be completed, signed and returned in the Proposal envelope. The bid cannot be read if any of these documents are omitted from the Proposal envelope.
 - A. PROPOSAL – Complete each of the following parts:
 - Acknowledgment of Addenda, if any have been issued;
 - Bid Items, Quantities and Prices
- 2.03 Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the Company Owner or an authorized Officer of the Company; copies or facsimile of any signature will not be accepted.

- 2.04 Documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.
- 2.05 Division 1 - General Provisions and Covenants of the 2019 SUDAS Standard Specifications is modified as follows:
- A. Section 1020.1.09B, Unit Price Attachment.
- A computer generated unit price attachment may be submitted by the Bidder as specified by this Section.

ARTICLE 3 - PROSECUTION AND PROGRESS OF THE WORK

- 3.01 The work is located in the City of Marshalltown.

Work on the improvement shall commence upon approval of the contract by the City Council and as stated in the Notice to Proceed. All work under the Contract must be substantially complete as stated in Section 00500 Contract. Liquidated Damages will be assessed as detailed in the stated in Section 00500 - Contract.

- 3.02 Community Events.

Successful bidder will be required to coordinate with the owner and accommodate the owner's requirements for the following list of events:

- 3.03 Each successful bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Marshalltown and shall guarantee the faithful performance of the contract, the terms and conditions therein contained, the prompt payment of all material and labor, protect and save harmless City of Marshalltown from claims and damages of any kind caused by the operations of the contract, and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 4-year from and after acceptance of the work.
- 3.04 The City of Marshalltown, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that with any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 4 - PREFERENCE OF PRODUCTS AND LABOR

- 4.01 In accordance with Iowa statutes, a resident bidder shall be allowed preference against a nonresident bidder from a state or foreign country provided that state or foreign country gives or requires any preference to bidders from that state or foreign country. This includes, but is 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 of 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. If it is determined that this may cause denial of federal funds which would otherwise be available, or would otherwise be inconsistent with requirements of any federal law or regulation, this resident bidder preference shall be suspended, but only to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

ARTICLE 5 - TAXES

- 5.01 The City will issue a sales tax exemption certificate and authorization letters to the Contractor and all subcontractors for all materials purchased on the project. Tax exemption certificates are applicable only for the specific project for which the tax exemption certificate is issued.
- 5.02 The Contractor shall provide a listing to the City identifying all appropriate subcontractors qualified for use of the tax exemption certificate. The Contractor and subcontractors may make copies of the certificate and provide to each supplier providing construction material.
- 5.03 Income Tax:
 - A. Successful Bidder is subject to payment of Iowa income tax on income from this work in amounts prescribed by law.
 - B. If successful bidder is a non-Iowa partnership, individual or association, Bidder shall furnish evidence prior to execution of contract that bond or securities have been posted with the Iowa Department of Revenue in the amount required by law.

******END OF SECTION******

CITY OF MARSHALLTOWN, IOWA

ANSON PARK
PROJECT NO: PRK19001

PROPOSAL FORM

DEPARTMENT OF ENGINEERING

Bids due **6th day of August, 2019 at 2:00 P.M.** In the City Clerk's office, Municipal Building, Marshalltown, Iowa 50158

Type of Work: Park Improvements

Project No: PRK19001

Location and description: Miscellaneous park improvements including playground and play equipment, poured-in-place rubber surfacing, PCC sidewalk and parking improvements for Anson Park.

Proposal of: _____
(Name of bidder)

(Street Address) (Town) (State) (Zip)

The bidder hereby certifies that he or they are the only person or persons interested in this proposal as principals; that an examination has been made of the plans, specifications, and contract form, including the special provisions contained herein, and of the site of the work, and the bidder understands that the quantities of work shown herein are approximate only and are subject to increase or decrease; and further understand that all quantities of work, whether increased or decreased, are to be performed at the unit prices stipulated herein; the bidder proposes to furnish all necessary machinery, equipment, tools, labor and other means of construction, and to furnish all materials specified in the manner and the time prescribed and to do the work at the prices herein after set out, and that is not in violation of the provisions of Section 314.2 Code of Iowa, 1971 as amended (interest in contract prohibited), and 324.17(8) of the 1971 Code of Iowa as amended (Refund to non licensee-fuel used other than in motor vehicles)

We further propose,

To do all "Extra Work" which may be required to complete the work contemplated, at unit prices or lump sums to be agreed upon in writing prior to starting such work, or if such prices or sums agreed upon to perform such work on a force account basis, as provided in the Specifications.

To execute formal contract within ten days after the acceptance of this proposal or forfeit the proposal guaranty furnished herewith.

To begin work by the date specified and to complete the same within the contract period, or to pay the liquidated damages stipulated below accruing for each calendar day elapsing after the expiration of the contract period, before completion of the work.

Division Number	Proposal Guarantee	Completion Date	Calendar Days	Liquidated Damages Per Day
	10% of Bid	November 15, 2019	N/A	See Notice of Hearing

To furnish a contract bond in an amount not less than 100 percent of contract award, as security for the construction and completion of the work awarded the bidder in accordance with the plans, specifications and contract.

The Bidder hereby acknowledges that all addenda become a part of the contract documents when issued and that each such addendum has been received and utilized in the preparation of this bid. The Bidder hereby acknowledges receipt of the following addenda by inserting the number of each addendum in the blanks below:

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

Enclosed herewith find certified check or a bid bond in the penal sum as shown in the contract document as a proposal guaranty, which it is understood will be retained in the event the formal contract or bond is not executed, if award is made to the undersigned.

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

If alternate items are indicated the bidder shall bid either alternate or may bid all alternates.

The City of Marshalltown, Iowa, reserves the right to make an award on any part or all of the project, and in determining the low bidder, only the work on which an award is made will be taken into consideration.

The City of Marshalltown, Iowa, reserves the right to increase or reduce the quantities at its discretion, in accordance with the specifications, without affecting the validity of this proposal.

The award of the contract will be made to the lowest qualified bidder on the aggregate total stated, and provided that such aggregate total does not exceed the Engineer's total estimate by more than ten (10) percent. The City of Marshalltown, Iowa, reserves the right to reject any or all bids.

It is understood, and the undersigned agrees, that the proposal herein made is not affected by, contingent to, or dependent upon, any other proposal submitted for any improvement on this or any other street in the City of Marshalltown, Iowa.

Signatures are to be by authorized agent; if joint venture, each should sign.

Firm: _____

By: _____

Title: _____

Business Address: _____

Date: _____

SCHEDULE OF PRICES

BID ITEMS AND QUANTITIES					
ITEM NO.	DESCRIPTION	UNIT	APPROX. QUANTITY	UNIT PRICE	AMOUNT
1	EXCAVATION, CLASS 10	CY	337		
2	SUBGRADE PREPARATION	SY	1808		
3	SUBBASE, 6 INCH MODIFIED SUBBASE	SY	340		
4	SUBDRAIN, HDPE, 4 INCH, PERFORATED	LF	100		
5	SUBDRAIN, HDPE, 4 INCH, NON PERFORATED	LF	41		
6	SUBDRAIN CLEANOUT, TYPE A-2, 4 INCH	EA	4		
7	SUBDRAIN OUTLET	EA	1		
8	PAVEMENT, PCC, 6 INCH	SY	289		
9	REMOVAL OF SIDEWALK	SY	233		
10	SIDEWALK, PCC, 5 INCH	SY	827		
11	SILT FENCE OR SILT FENCE DITCH CHECK	LF	550		
12	CONSTRUCTION SURVEY	LS	1		
13	MOBILIZATION	LS	1		
14	CONCRETE WASHOUT	LS	1		
15	PLAY EQUIPMENT, FURNISH AND DELIVERY	LS	1		
16	PLAY EQUIPMENT INSTALLATION	LS	1		
17	PLAY SURFACING	SF	1430		
			TOTAL AMOUNT BID:	\$	

BID BOND

DEPARTMENT OF ENGINEERING
CITY OF MARSHALLTOWN, IOWA

KNOW ALL MEN BY THESE PRESENTS: That we, _____

of _____ as Principal, and _____

As Surety, are held and firmly bound unto the City of Marshalltown, a municipal corporation in the County of Marshall, State of Iowa, hereinafter defined as Obligee, in the penal sum

Of _____ (\$ _____)

For which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to obligee

_____ Certain bid, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for:

NOW, THEREFORE, if the said bid by said Principal be accepted, and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid, and give such bond as may be specified in the contract documents with good and sufficient surety for the faithful performance of such contract, for the prompt payment of labor and material furnished in the prosecution thereof, and for the maintenance of said improvements as may be required therein, then this obligation shall become null and void; otherwise, the Principal shall pay the Obligee the full amount of the bid bond, together with court costs, attorney's fees, and any other expense of recovery.

Signed and sealed this _____ day of _____, _____

Countersigned by:

Principal

Commission Agent as Prescribed
by Chapter 515.53, Iowa Code of 1971

BY _____ Resident
(Contractor's Signature)

(Required only if Attorney-in-fact is not also
an Iowa Resident Commission Agent.)

Surety

BY _____
(Attorney-in-Fact)
Attach Power of Attorney

CITY OF MARSHALLTOWN, IOWA
C O N T R A C T

Anson Park

PROJECT NO. PRK19001

THIS AGREEMENT, made and entered into by and between the City of Marshalltown, Marshall County, Iowa, hereinafter referred to as the "Owner", and _____ hereinafter referred to as the "Contractor":

WITNESSETH: That the Contractor for and in consideration of the sum of _____
(\$ 000,000.00) Dollars.

Payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specifications therefore, and in the locations designated in the Notice to Bidders, the various items of work as follows:

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICE	COST
1	EXCAVATION, CLASS 10	CY	337		
2	SUBGRADE PREPARATION	SY	1808		
3	SUBBASE, 6 INCH MODIFIED SUBBASE	SY	340		
4	SUBDRAIN, HDPE, 4 INCH, PERFORATED	LF	100		
5	SUBDRAIN, HDPE, 4 INCH, NON PERFORATED	LF	41		
6	SUBDRAIN CLEANOUT, TYPE A-2, 4 INCH	EA	4		
7	SUBDRAIN OUTLET	EA	1		
8	PAVEMENT, PCC, 6 INCH	SY	289		
9	REMOVAL OF SIDEWALK	SY	233		
10	SIDEWALK, PCC, 5 INCH	SY	827		
11	SILT FENCE OR SILT FENCE DITCH CHECK	LF	550		
12	CONSTRUCTION SURVEY	LS	1		
13	MOBILIZATION	LS	1		
14	CONCRETE WASHOUT	LS	1		
15	PLAY EQUIPMENT, FURNISH AND DELIVERY	LS	1		
16	PLAY EQUIPMENT INSTALLATION	LS	1		
17	PLAY SURFACING	SF	1430		
Totals					

Said agreement and a true copy of said plans and specifications are now on file in the office of the City Clerk of Marshalltown, Iowa.

That in consideration of the foregoing, the Owner hereby agrees to pay the Contractor promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications and subject to State Law.

That it is mutually understood and agreed by the parties hereto that the Notice to Bidders, Proposal, the Special Provisions, the within Contract, the Contractors Bond and the General and Detailed Plans and the Standard Specifications, City of Marshalltown, are and constitute the basis of Contract between the parties hereto and are by this reference made a part hereof.

Prior to final acceptance of the work the Contractor shall file with the City Clerk a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of four (4) years for street improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project.

The owner has established a contract completion date of November 15, 2019. All project work shall be substantially completed within the stated timeframe. The City and Contractor recognize that time is of the essence of this Agreement and that City will suffer financial loss if the Work is not completed within the times specified in paragraph above, plus any extensions thereof allowed. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by City if the Work is not completed on time.

Accordingly, instead of requiring any such proof, City and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay the City according to the following schedule:

Liquidated Damages per Day after November 15, 2019
\$500.00

For each day that expires after the time specified for Substantial Completion until the work is certified by the engineer as substantially complete and after certification of substantial completion if Contractor neglects, refuses or fails to complete the remaining Work within the contract time for Final Completion. Both liquidated damages can be applied if either/both contract times are exceeded. The City shall deduct the accrued liquidated damages from the final payment due to the Contractor.

The Contractor shall perform all work in a workmanlike manner.

That in the event any surety upon any bond furnished in connection with this contract becomes unacceptable to the Owner, if any such surety shall fail to furnish reports as to his financial condition from time to time as requested by the Owner, the Contractor agrees to furnish promptly such additional security as may be required from time to time to protect the interests of the Owner or of persons supplying labor or materials in the prosecution of the work contemplated by the Contract.

That the Contractor shall not commence any work to be performed under this contract until he has obtained from responsible insurance companies all insurance required, as set forth in the General Clauses and that the Contractor shall maintain this insurance in full force and effect until the work to be performed under this contract has been accepted by the Owner.

It is further understood that any action in court against the Contractor or sureties on his bond, because of damages to property or individuals by said Contractor or his workmen, or because of the violation of any provisions of the specifications, or on account of the failure of said Contractor to fully comply with these provisions, shall be brought in the District Court of the State of Iowa, in and for Marshall County.

The party executing this agreement on behalf of the Contractor warrants that he has the legal authority to execute the same for and on behalf of the Contractor and to bind the Contractor hereto.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the ____day of _____, _____.

CITY OF MARSHALLTOWN, IOWA

By _____

ATTEST: _____

CONTRACTOR

By _____

Business Address

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PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Anson Park
 City of Marshalltown
 Marshalltown, IA 50158

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal (hereinafter the "Contractor" or "Principal" and _____, as Surety are held and firmly bound unto _____, as Oblige (hereinafter referred to as "the Jurisdiction"), and to all persons who may be injured by any breach of any of the conditions of this Bond in the penal sum of _____ DOLLARS (\$ _____), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, legal representatives and assigns, jointly or severally, firmly by these presents.

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, _____, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the Anson Park project in Marshalltown, IA 50158.

and to faithfully perform all the terms and requirements of said Contract within the time therein specified, in a good and workmanlike manner, and in accordance with the Contract Documents. Provided, however, that one year after the date of acceptance as complete of the work under the above referenced Contract, the maintenance portion of this Bond shall continue in force for the stated maintenance period.

It is expressly understood and agreed by the Contractor and Surety in this bond that the following provisions are a part of this Bond and are binding upon said Contractor and Surety, to-wit:

PERFORMANCE: The Contractor shall well and faithfully observe, perform, fulfill, and abide by each and every covenant, condition, and part of said Contract and Contract Documents, by reference made a part hereof, for the above referenced improvements and shall indemnify and save harmless the Jurisdiction from all outlay and expense incurred by the Jurisdiction by reason of the Contractor's default of failure to perform as required. The Contractor shall also be responsible for the default or failure to perform as required under the Contract and Contract Documents by all its subcontractors, suppliers, agents, or employees furnishing materials or providing labor in the performance of the Contract.

PAYMENT: The Contractor and the Surety on this Bond are hereby agreed to pay all just claims submitted by persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the performance of the Contract on account of which this Bond is given, including but not limited to claims for all amounts due for labor, materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used by the Contractor or any subcontractor, wherein the same are not satisfied out of the portion of the contract price which the Jurisdiction is required to retain until completion of the improvement, but the Contractor and Surety shall not be liable to said persons, firms, or corporations unless the claims of said claimants against said portion of the contract price shall have been established as provided by law. The Contractor and Surety hereby bind themselves to the obligations and conditions set forth in Chapter 573, Code of Iowa, which by this reference is made a part hereof as though fully set out herein.

MAINTENANCE: The Contractor and the Surety on this Bond hereby agree, at their own expense:

To remedy any and all defects that may develop in or result from work to be performed under the Contract as detailed in Section 00500 - Contract, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work;

To keep all work in continuous good repair; and

To pay the Jurisdiction's reasonable costs of monitoring and inspection to assure that any defects are remedied and to repay the Jurisdiction all outlay and expense incurred as a result of Contractor's and Surety's failure to remedy any defect as required by this section.

Contractor's and Surety's agreement herein made extends to defects in workmanship or materials not discovered or known to the Jurisdiction at the time such work was accepted.

GENERAL: Every Surety on this Bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

To consent without notice to any extension of time to the Contractor in which to perform the Contract;

To consent without notice to any change in the Contract or Contract Documents, which thereby increases the total contract price and the penal sum of this bond, provided that all such changes do not, in the aggregate, involve an increase of more than twenty percent of the total contract price, and that this bond shall then be released as to such excess increase; and

To consent without notice that this Bond shall remain in full force and effect until the Contract is completed, whether completed within the specified contract period, within an extension thereof, or within a period of time after the contract period has elapsed and the liquidated damage penalty is being charged against the Contractor.

The Contractor and every Surety on the bond shall be deemed and held bound, any contract to the contrary notwithstanding, to the following provisions:

That no provision of this Bond or of any other contract shall be valid which limits to less than five years after the acceptance of the work under the Contract the right to sue on this Bond.

That as used herein, the phrase "all outlay and expense" is not to be limited in any way, but shall include the actual and reasonable costs and expenses incurred by the Jurisdiction including interest, benefits and overhead where applicable. Accordingly, "all outlay and expense" would include but not be limited to all contract or employee expense, all equipment usage or rental, materials, testing, outside experts, attorney's fees (including overhead expenses of the Jurisdiction's staff attorneys), and all costs and expenses of litigation as they are incurred by the Jurisdiction. It is intended the Contractor and Surety will defend and indemnify the Jurisdiction on all claims made against the Jurisdiction on account of Contractor's failure to perform as required in the Contract and Contract Documents, that all agreements and promises set forth in the Contract and Contract Documents, in approved change orders, and in this Bond will be fulfilled, and that the Jurisdiction will be fully indemnified so that it will be put into the position it would have been in had the Contract been performed in the first instance as required.

In the event the Jurisdiction incurs any "outlay and expense" in defending itself with respect to any claim as to which the Contractor or Surety should have provided the defense, or in the enforcement of the promises given by the Contractor in the Contract, Contract Documents, or approved change orders, or in the enforcement of the promises given by the Contractor and Surety in this Bond, the Contractor and Surety agree that they will make the Jurisdiction whole for all such outlay and expense, provided that the Surety's obligation under this bond shall not exceed 125% of the penal sum of this bond.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Marshall County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s).

NOW THEREFORE, the condition of this obligation is such that if said Principal shall faithfully perform all the promises of the Principal, as set forth and provided in the Contract, in the Contract Documents, and in this Bond, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

When a work, term, or phrase is used in this Bond, it shall be interpreted or construed first as defined in this Bond, the Contract, or the Contract Documents; second, if not defined in the Bond, Contract, or Contract Documents, it shall be interpreted or construed as defined in applicable provisions of the Iowa Code; third, if not defined in the Iowa Code, it shall be interpreted or construed according to its generally accepted meaning in the construction industry; and fourth, if it has no generally accepted meaning in the construction industry, it shall be interpreted or construed according to its common or customary usage.

Failure to specify or particularize shall not exclude terms or provisions not mentioned and shall not limit liability hereunder. The Contract and Contract Documents are hereby made a part of this Bond.

Project No. _____

(CON'T – PERFORMANCE, PAYMENT AND MAINTENANCE BOND)

Witness our hands, in triplicate, this _____ day of _____, _____.

Surety Countersigned By:

PRINCIPAL:

Signature of Iowa Resident Commission Agent as
Prescribed by Chapter 515.52-57, Iowa Code.
(Require only if Attorney-in-Fact is not also an
Iowa Resident Commission Agent).

Contractor

By:

Signature

Name of Resident Commission Agent

Title

Company Name

SURETY:

Company Address

Surety Company

City, State, Zip Code

By:

Signature Attorney-in-Fact Officer

Company Telephone Number

Name of Attorney-in-Fact Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

NOTE: All signatures on this Performance, Maintenance & Payment Bond must be original signatures in ink; electronic, copies, or facsimile of any signature will not be accepted. This bond must be sealed with the Surety's raised, embossing seal or official adhesive seal. The Certificate or Power of Attorney accompanying this bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.

SPECIAL PROVISIONS

FOR

Anson Park
City of Marshalltown
Marshalltown, IA 50158

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1) CONTRACT PROVISIONS

a) Completion Date

- i) All work under the Contract must be substantially complete as detailed in Section 00500 – Contract

b) Liquidated Damage

- i) Damages in the amount as detailed in Section 00500 –Contract per day will be assessed for each day the work remains incomplete.

c) Maintenance Bond & Warranty

- i) To remedy any and all defects as detailed in Section 00500 – Contract.

d) Bid Quantity Revisions

- i) All quantities are estimates and subject to revision by the Jurisdiction.
- ii) Quantity changes that do not materially change the character of the work to performed and amount to less than Twenty (20) percent of a given bid item or less than Five (5) percent of the total contract amount shall not affect the unit price bid.

2) DEFINITION AND INTENT

a) The Specifications that apply to the materials and construction practices for this project are defined as follows:

- i) The 2019 Edition of the SUDAS Standard Specifications, except as modified by these Special Provisions to the Technical Specifications.
- ii) Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the” and “all” are unintentional; supply omitted words or phrases by inference.
- iii) “Owner”, “Jurisdiction” and “City” shall mean the City of Marshalltown, acting through the Anson Park Project.
- iv) “Person” shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
- v) “Engineer” shall mean the Engineer on Record.
- vi) The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
- vii) “Standard Drawings” shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the plans.
- viii) “Work” shall mean the work to be done and the equipment, supplies, and materials to be furnished under the contract unless some other meaning is indicated by the context.
- ix) “Or equal” shall follow manufacturers names used to establish standards and, if not stated, is implied.

b) Engineer: Bolton & Menk, Inc., 1519 Baltimore Drive, Ames, IA 50010-0688, (515) 233-6100, fax (515)233-4430.

3) GENERAL PROVISIONS AND COVENANTS

a) Division 1 of the General Provisions and Covenants of the 2019 Edition SUDAS Standard Specifications is modified as follows:

- i) Section 1020.1.09B, Unit Price Attachment.
 - (a) A computer generated unit price attachment may be submitted by the Bidder as specified by this Section.
- ii) Section 1050, 1.05 Shop Drawings, Certificates, and Equipment Lists.

- (a) Electronic submittal of shop drawings will be allowed.
- (b) If hardcopy submittals are used, the Contractor shall submit a minimum of three (3) copies plus any additional required by the Contractor.

4) WORK REQUIRED

- a) Work under this contract includes all materials, equipment, transportation, traffic control, and associated work for the construction of the Anson Park as described in the Official Publication.

5) PLANS AND SPECIFICATIONS

- a) The Owner will furnish five (5) sets of plans and specifications to the Contractor after award of the contract. The Contractor shall compensate the Owner for printing costs for additional copies required.
- b) Contractor shall provide one set of plans and specifications for each foreman and superintendent in charge of each crew on the job.

6) SUBMITTALS

- a) Contractor shall provide a construction schedule showing dates of starting and completing various portions of work. Schedule shall be updated as needed or as requested by Engineer due to changes in progress of construction from original schedule. Updates shall be completed within one week of request.
- b) Contractor shall submit the following information for Engineer's review. Three (3) copies plus any additional copies required by Contractor shall be submitted to the Engineer at the preconstruction conference or at least 14 days prior to utilization of the particular item on this project.
 - i) Testing reports.
 - ii) Manufacturer's data for materials that are to be permanently incorporated into the project.
 - iii) Details of proposed methods of any special construction required.
 - iv) Purchase orders and subcontracts without prices.
 - v) Traffic control and staging plan.
 - vi) Such other information as the Engineer may request to insure compliance with contract documents.
 - vii) List of Subcontractors and Suppliers.

7) STANDARDS AND CODES

- a) Construct improvements with best present day construction practices and equipment.
- b) Conform with and test in accordance with applicable sections of the following standards and codes.
 - i) American Association of State Highway and Transportation Officials (AASHTO).
 - ii) American Society for Testing and Materials (ASTM).
 - iii) Iowa Department of Transportation Standard Specifications (Iowa DOT).
 - iv) American National Standards Institute (ANSI).

- v) American Water Works Association (AWWA).
- vi) American Welding Society (AWS).
- vii) Federal Specifications (FS).
- viii) Iowa Occupational Safety and Health Act of 1972 (IOSHA).
- ix) Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
- x) Standards and Codes of the State of Iowa and the ordinances of the Owner.
- xi) Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the contract.

8) CONSTRUCTION GENERAL

- a) Procedures outlined herein are not intended to fully cover all special construction procedures but are offered as an aid to the Contractor in planning work.
- b) Contractor shall cooperate with the City of Marshalltown, IA and the Engineer to minimize inconvenience to property owners, other jurisdictions and motorists and to prevent delays in construction and interruption to continuous operation of utility services and site access.
- c) The Contractor is expected to provide adequate personnel and equipment to perform work within the specified time of construction.
- d) Contractor shall install and maintain orange safety fence around all open trenches or open structures when left unattended.
- e) Contractor shall complete surface restoration and clean up activities as construction progresses.

9) EMPLOYMENT PRACTICES

- a) Neither the Contractor nor the Contractor's subcontractors shall employ any person whose physical or mental condition is such that their employment will endanger the health and safety of anyone employed on the Project.
- b) The Contractor shall not commit any of the following employment practices and agrees to include the following clauses in any subcontracts:
 - i) To discharge from employment or refuse to hire any individual because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.
 - ii) To discriminate against any individual in terms, conditions, or privileges or employment because of sex, race, color, religion, national origin, sexual orientation, marital status, age, or disability unless such disability is related to job performance of such person or employee.

10) RESPONSIBILITY OF CONTRACTOR

- a) Contractor shall provide supervision of the work.
- b) Contractor shall provide protection of all property from injury or loss resulting from construction operations.

- c) Contractor shall replace or repair objects sustaining any such damage, injury, or loss, to the satisfaction of Owner and Engineer.
- d) Contractor shall cooperate with Owner, Engineer, and representatives of utilities in locating underground utility lines and structures. Incorrect, inaccurate, or inadequate information concerning location of utilities or structures shall not relieve the Contractor of responsibility for damage thereto caused by construction operations.
- e) Contractor shall keep cleanup current with construction operations.
- f) Contractor shall comply with all Federal, State of Iowa, and local laws and ordinances.

11) WORK HOURS/COMMUNITY EVENTS

- a) The Contractor will be required to limit work hours on the Project from 7:00 a.m. to 7:00 p.m., Monday through Saturday, unless otherwise directed by the Engineer.
- b) The following Community Events are scheduled. Contractor is required to coordinate with the Owner as needed to allow use of public property as necessary for the event. If contract continues for multiple years, event is still in force even though dates and locations may change.

12) CONSTRUCTION FACILITIES

- a) Contractor shall provide telephone numbers where Contractor's representative can be reached during work days and on nights and weekends in event of emergency.
- b) Contractor shall provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- c) Contractor shall not store construction equipment, employee vehicles, or materials on streets open to traffic.
- d) Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment. Location for storage of equipment by Contractor is subject to approval of Engineer.
- e) Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Owner.

13) PROJECT SUPERVISION

- a) The Contractor shall be represented in person at the construction site at all times that construction operations are proceeding. Representation constitutes a qualified superintendent or other designated, qualified representative capable of providing adequate supervision. The representative must be duly authorized to receive and execute instructions, notices, and written orders from the Engineer.
- b) Resolution of issues that arise during construction relating to traffic control, construction staging, etc. is the responsibility of the Contractor.
- c) Weekly progress meetings, if specified at the preconstruction conference may be held at the project site to review project schedule, coordinate activities, resolve conflicts, and coordinate the construction work. The day and time for this meeting will be set at the preconstruction conference. The Contractor shall provide qualified representation at each meeting.
- d) Refer to Division 1 – General Provisions and Covenants, Section 1080 – Contractual Provisions, Part 1 – Prosecution and Progress of the Work, Section 1.10 Contractors Employees, Methods and Equipment for additional requirements.

- e) Contractor shall provide supervision of all sub-contractors and their personnel while on the site.

14) COORDINATION WITH OTHERS

- a) Contractor shall cooperate and coordinate construction with the Owner, utility companies, affected property owners, and other contractors working in vicinity of this project.
- b) It is the Contractor's responsibility to schedule and coordinate work to minimize construction delays and conflicts.
- c) Contractor shall cooperate and coordinate with property owners prior to beginning work that will affect their parcel.

15) CONSTRUCTION LIMITS

- a) Contractor shall confine the construction operations within the construction limits shown on the plans.
- b) Contractor shall not store equipment, vehicles, or materials within the right-of-way of any streets open to traffic or on temporary access roads at any time.
- c) Areas disturbed outside of construction limits shall be restored at the contractor's expense to the satisfaction of the Jurisdiction.
- d) Contractor shall protect trees, fences, and landscaping within the construction limits not marked for removal.
- e) All work on this project will be within City Right-of-Way, Easements or Public Property.

16) CONSTRUCTION SCHEDULE

- a) The Contractor will prepare and submit to the Engineer a project schedule that will assure the completion of the project within the time specified within the Contract.
- b) Adequate equipment and forces shall be made available by the Contractor to start work immediately upon receipt of the Notice to Proceed.
- c) Contractor shall submit a construction schedule at the preconstruction conference.
- d) Contractor shall periodically update it as needed due to changes in progress of construction from original schedule or as requested by the Engineer. Updates shall be completed within one week of request.
- e) The Contractor shall be required to meet the final completion date as specified in the written Notice to Proceed.
- f) Contractor shall notify the City and property owners at least 48 hours prior to any street closures.
- i) Notification shall be provided by written notice placed on the front door. The following items shall be included within the notice:
 - (a) The street name, location and proposed date of street closure
 - (b) The estimated schedule for completion of work
 - (c) The estimated date for reopening of the street
 - (d) Procedure for garbage collection recycling and postal service

17) CONSTRUCTION PHASING

- a) Contractor shall refer to construction staging and traffic control plans when included in construction plans.
- b) Contractor shall include construction phasing on the required construction schedule submittal.

18) CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- a) Construction staking shall be the responsibility of the Contractor
- b) Survey work documentation shall be a combination of digital and hard copy format and is the property of the Engineer.
- c) Tie-ins with existing pavements and utilities shall be verified for correctness of alignment and elevation prior to construction staking. Any discrepancies discovered during this verification process will be brought to the attention of the Engineer for review and assistance with resolution prior to staking.
- d) When survey work is done under traffic conditions, the traffic control shall be in place prior to commencement of survey work.
- e) The Contractor will have a representative at the preconstruction conference to discuss construction staking.

19) MATERIALS TESTS

- a) Material testing as specified for construction will be completed by an independent testing laboratory retained by the Contractor and approved by the Engineer. Testing shall meet the requirements of the SUDAS Standard Specifications.
- b) The Contractor shall coordinate all material testing with the Engineer.
- c) The Contractor shall provide transportation of all samples to the laboratory.
- d) The Contractor shall not deliver materials to the project site until laboratory tests have been furnished which verify compliance of materials with specifications.
- e) Contractor shall provide gradation and materials certifications for all granular materials. Certify that sources of Portland Cement and aggregate sources are Iowa DOT approved.
- f) Contractor shall certify that materials and equipment are manufactured in accordance with applicable specifications.

20) EXISTING UTILITIES

- a) Location of utility lines, mains, cables, and appurtenances shown on plans are from information provided by utility companies and records of the Owner.
- b) Prior to construction, Contractor shall contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities in order to confirm their locations ahead of the work.
- c) The Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- d) The Contractor shall notify utility company immediately if utility infrastructure is damaged during construction.

- e) The Contractor shall support and protect all utilities that are not moved.
- f) Utility services are not generally shown on plans; protect and maintain services during construction. Notify Jurisdiction and affected property Jurisdictions 48 hours prior to any planned utility service interruptions.
- g) If private utility work occurs within/adjacent to the site during the construction period, Contractor shall coordinate work schedules with the Engineer.
- h) Existing utilities shall remain in substantially continuous operation during construction. Contractor shall select the order and methods of construction that will not interfere with the operation of the utility systems. Interrupt utility services only with approval of Jurisdiction and Engineer.
- i) No claims for additional compensation or time extensions will be allowed to the Contractor for interference or delay caused by utility companies.

21) SALVAGE OF MATERIALS / DISPOSAL

- a) The Contractor shall remove from the project site and dispose of trees, shrubs, vegetation, excess soil excavation, rubbish, concrete, granular materials, and other materials encountered as shown on plans and as specified. Excess soil excavation not designated for waste locations shall be disposed as directed by the Engineer.
- b) The Contractor shall dispose of materials in accordance with applicable laws and ordinances. Disposal sites are subject to the review and approval of the Engineer.
- c) Burning of brush and other debris is not permitted. Contractor is responsible for selecting disposal location off site.
- d) The Contractor shall dispose of broken concrete, asphalt, granular material, rubble, and excess or unsuitable excavated material. Contractor is responsible for selecting disposal location off site.
- e) The Contractor shall cooperate with all applicable City, State and Federal agencies concerning disposal of materials.
- f) The City of Marshalltown, IA retains first right of refusal for retaining any existing materials removed by the construction.
- g) The Contractor shall carefully remove, in a manner to prevent damage, all materials and equipment specified or indicated as salvage. The Contractor shall protect and store items specified.
- h) Any items damaged in removal, storage, or handling through carelessness or improper procedures shall be replaced by the Contractor in kind with new items.

22) TRAFFIC CONTROL

- a) Contractor shall furnish, erect, and maintain traffic control devices as specified in the construction drawings and directed by the Engineer including signs, barrels, cones, and barricades to direct traffic and separate traffic from work areas. Traffic control shall be in place prior to the closing of any streets.
- b) Contractor shall provide traffic control devices in accordance with the Iowa DOT Standard Specification, Section 2528, Traffic Control, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- c) Adjustments to the traffic control or the addition of flaggers will be required if, in the opinion of the Engineer, undue traffic congestion occurs.

- d) Contractor shall provide continuous access for police, fire, and other emergency vehicles.
- e) Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate land closure or internal traffic control signing.

23) TEMPORARY FENCES

- a) Contractor shall install temporary fencing around open excavations or material storage areas and as directed by Engineer to prevent access of unauthorized persons to construction areas.
- b) Contractor shall provide orange plastic mesh safety fence with a nominal height of 48". Support fence securely on driven posts in vertical position without sagging.
 - i) Refer to Iowa DOT Section 4188.03 for fence materials.
- c) Temporary fencing installed around open excavations or material storage areas is incidental to construction and will not be measured for payment.
- d) Contractor shall remove temporary fencing upon completion of construction.

24) DEWATERING

- a) Contractor shall perform all construction work in dry conditions.
- b) Unless specified in the Bid Items, all costs associated with Dewatering activities shall be incidental to the project.
- c) Contractor shall submit dewatering methods to the Engineer for review. Obtain the Engineer's approval on methods prior to construction.
- d) Groundwater levels are subject to variation. No additional compensation will be permitted due to high groundwater conditions.
- e) Should cohesive soils with no wet sand seams or layers be encountered, it may be possible to control water seepage by draining groundwater to temporary construction sumps and pumping it outside the perimeter of the excavation.
- f) The Contractor shall not pump water from open excavation in sand and gravel below the natural ground water level.
- g) Contractor shall maintain water levels 2 feet or more below the bottom of excavations in saturated cohesionless (sand and/or gravel) soils to prevent upward seepage, which could reduce subgrade support.
 - i) A dewatering system (well points or shallow wells) shall be installed when working in cohesionless soils.
 - ii) Costs of installing and operating dewatering system are incidental, unless specified otherwise.
- h) Contractor shall provide means for conveying surface water encountered during construction.
 - i) Surface water shall be prevented from flowing into excavation and accumulated water shall be removed.
 - ii) Surface water and storm sewer flows shall be diverted around areas of construction.
 - iii) Sanitary sewers shall not be used for the disposal of dewatering or trench water.

- i) Contractor shall backfill pipe and structures prior to stopping dewatering operations. Contractor shall not lay pipe or construct concrete structures on excessively wet soils.
- j) Costs of conveying both surface water and groundwater are incidental.

25) INCIDENTAL CONTRACT ITEMS

- a) The furnishing and installing of specific items and/or the performance of work under certain circumstances shall not be individually paid in the absence of a specific bid item for the work. These costs shall be included in the Unit Price bid for the individual items associated with the stated specific item or work effort. Such items of work include, but are not limited to:

- Concrete header removal
- Connections to existing storm sewer structures and pipes unless specified for separate payment
- Construction and removal of temporary access roads
- Construction fencing
- Construction staging & phasing
- Coordination and cooperation with affected property owners
- Coordination and cooperation with the City of Marshalltown
- Coordination and cooperation with other Contractors
- Coordination and cooperation with other projects in the area
- Coordination and cooperation with utility companies
- Dewatering and handling storm water flow during construction
- Dust control measures
- Engineering Fabric
- Excavation, verification and protection of existing utilities
- Field and wood fence removal
- Field testing
- Finish grading
- Full depth sawcutting of existing pavement
- Grading for storm sewer outlets
- Granular backfill and bedding for storm and sanitary sewer installation
- Granular surfacing removal
- Maintenance and watering for seeding and sodding
- Maintenance of erosion control measures, including silt removal
- Material testing
- Monitoring weather conditions
- Mowing
- Overhaul
- Pipe and structure bedding material
- Porous backfill for subdrain
- Proof rolling
- Protection of existing hydrant(s) and valve(s)
- Protection of existing trees and plantings not shown as removals
- Protection of existing utilities and light poles
- Removing and reinstalling existing signs
- Reseeding
- Site cleanup/restoration
- Temporary safety closures
- Temporary sheeting and shoring
- Water valve removal
- Working backfill to reduce moisture content
- Working subgrade to achieve acceptable moisture content
- Wrapping of storm sewer pipe joints

*****END OF SECTION*****

July 3, 2019

Item No.	Item	Unit	Estimated Quantity	Unit Price	Total Amount
1	EXCAVATION, CLASS 10	CY	337	\$20.00	\$6,740.00
2	SUBGRADE PREPARATION	SY	1808	\$4.00	\$7,232.00
3	SUBBASE, 6 INCH MODIFIED SUBBASE	SY	340	\$12.00	\$4,080.00
4	SUBDRAIN, HDPE, 4 INCH, PERFORATED	LF	100	\$17.00	\$1,700.00
5	SUBDRAIN, HDPE, 4 INCH, NON PERFORATED	LF	41	\$18.00	\$738.00
6	SUBDRAIN CLEANOUT, TYPE A-2, 4 INCH	EA	4	\$500.00	\$2,000.00
7	SUBDRAIN OUTLET	EA	1	\$500.00	\$500.00
8	PAVEMENT, PCC, 6 INCH	SY	289	\$55.00	\$15,895.00
9	REMOVAL OF SIDEWALK	SY	233	\$10.00	\$2,330.00
10	SIDEWALK, PCC, 5 INCH	SY	827	\$48.00	\$39,696.00
11	SILT FENCE OR SILT FENCE DITCH CHECK	LF	550	\$3.00	\$1,650.00
12	CONSTRUCTION SURVEY	LS	1	\$2,500.00	\$2,500.00
13	MOBILIZATION	LS	1	\$8,000.00	\$8,000.00
14	CONCRETE WASHOUT	LS	1	\$1,500.00	\$1,500.00
15	PLAY EQUIPMENT, FURNISH AND DELIVERY	LS	1	\$29,000.00	\$29,000.00
16	PLAY EQUIPMENT INSTALLATION	LS	1	\$7,000.00	\$7,000.00
17	PLAY SURFACING	SF	1430	\$22.00	\$31,460.00
18					
19					

OPINION OF PROBABLE CONSTRUCTION COST: **\$162,021.00**

RESOLUTION ORDERING CONSTRUCTION OF THE ANSON PARK PROJECT IN THE CITY OF
MARSHALLTOWN, IOWA, SETTING PUBLIC HEARING ON PROPOSED PLANS,
SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING
PUBLICATION OF NOTICE TO BIDDERS, BEING PROJECT NUMBER PRK19001

WHEREAS there is now on file in the office of the City Clerk proposed plans, specifications, form of contract, and estimated costs for the construction of the ANSON PARK PROJECT, Project No. PRK19001, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. PRK19001; and

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

WHEREAS it is intended that the cost of said improvement shall be paid from such funds as the City may legally use for such purposes or from the proceeds from the issuance of such bonds as may be legally issued for said purposes or any combination of the above methods of financing.

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

Section 1. This Council does hereby order the construction of the ANSON PARK PROJECT in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. PRK19001, now on file in the office of the City Clerk of Marshalltown, Iowa.

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

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

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books an ANSON PARK PROJECT fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 P.M., local time on the 22nd day of July, 2019, for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 2:00 PM, local time, on August 6, 2019. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 PM, local time, on August 12, 2019, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 8th day of July, 2019 and signed this ____ day of July, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

019-06-24 Res Fees Exhibit							
Dept	Div	License or Permit Type	Section New Code	Current Fee	Suggested fee	Fee Set Last Date	Fee Set Approved
Engineering	Engineering	Sidewalk Inspection Fee (Full Sidewalk Construction)	57.042	\$34.00	\$37.00	3/13/2017	2017-041
Engineering	Engineering	Sidewalk Inspection Fee (Partial Construction)	57.042	\$25.00	\$28.00	3/13/2017	2017-041
Engineering	Engineering	Street Patch Inspection	57.021	\$25.00	\$28.00	3/13/2017	2017-041
Engineering	Engineering	New Sewer Connection		\$22.00	\$24.00	3/13/2017	2017-041
Engineering	Engineering	Sewer Cutoff		\$22.00	\$24.00	3/13/2017	2017-041
Engineering	Engineering	Sewer Repair		\$22.00	\$24.00	3/13/2017	2017-041

RESOLUTION APPROVING CITY FEES

WHEREAS the City of Marshalltown has established various fees to cover the costs of issuing permits, inspections and other direct services; and

WHEREAS the City Clerk has prepared an Exhibit of the current fees which is attached to this Resolution; and

WHEREAS these fees are authorized by law and have been previously established by the City of Marshalltown; and

WHEREAS it is appropriate to review and confirm the fees.

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

Section 1. The fees currently in effect and established as shown on the attached fee Exhibit are approved.

Section 2. Any proposed changes in fees as shown by the Exhibit are further approved.

Passed this 8th day of July, 2019 and signed this 8th day of July, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

#2019-

**RESOLUTION DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND
AUTHORIZING SALE AND DISPOSAL THEREOF, 2013 FORD F-150 TRUCK AND
1975 DAVIS SCATBACK 430.**

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

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

WHEREAS this surplus property should be disposed of or sold; and

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

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

Section 1. The property listed below is hereby declared as surplus property:

- A. 2013 Ford F-150 truck
- B. 1975 Davis Scatback 430

Section 2. The surplus property the subject of this resolution shall be sold or disposed of.

Passed this 13th day of May, 2019, and signed this ____ day of May, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

**RESOLUTION AUTHORIZING THE PURCHASE OF A 2019 ELGIN PELICAN NP
STREET SWEEPER FOR THE STREET DEPARTMENT, FROM MACQUEEN
EQUIPMENT FOR THE PRICE OF \$204,280.00**

WHEREAS MacQueen Equipment submitted a price of \$204,280.00, and

WHEREAS acceptance of this amount is in the best interest of the City of Marshalltown.

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

Section 1. That the City of Marshalltown accepts the amount from MacQueen Equipment for said street sweeper in the amount of \$204,280.00

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

Passed this 24th day of June, 2019, and signed this 24th day of June, 2019

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**RESOLUTION AUTHORIZING THE PURCHASE OF A 2019 CASE 721G
ENDLOADER FOR THE STREET DEPARTMENT, FROM FOR THE PRICE OF
\$146,500.00**

WHEREAS Titan Machinery submitted a price of \$146,500.00, and

WHEREAS acceptance of this amount is in the best interest of the City of Marshalltown.

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

Section 1. That the City of Marshalltown accepts the amount from Titan Machinery for said
dump truck in the amount of \$146,500.00

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

Passed this 8th day of July, 2019, and signed this 8th day of July, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



2290 NE 54th Avenue
Phon: 515-669-3603

DATE April 15, 2019
Quotation #
SALES ID: Jake Zuercher

Quoted to: City of Marshalltown

Quotation valid until: May 11, 2019

QTY.	Description	Product ID	PRICE
1	2019 Case 721G See attached build sheet JRB Coupler 3 YRD Bucket Heavy Duty Axles (Differential locks) Can Deliver with in 7-14 days of sales agreement 3 Years warrenty 3 Years of Procure is Attached info		\$156,500.00
TOTAL PRICE			\$156,500

QTY.	Description of Trade - In	PRODUCT ID	PRICE
1	Dresser 515B	2686518	\$ 10,000.00
Trade in Allowance			\$ 10,000.00
Balance			\$ 146,500.00
Tax			
TOTAL DUE			\$146,500.00

THANK YOU FOR YOUR BUSINESS!



CNH Industrial America LLC
CASE CONSTRUCTION
 Fed ID = 76-0433811

700 State Street
 Racine WI 53406
 USA

All goods subject to our general conditions of sale. No claim for shortages allowed unless made immediately upon receipt of goods or within 7 days of invoice. Goods returned without prior consent will be refused when tendered and no responsibility accepted.				Invoice Number: 4533246 Vehicle Number: 0014023947 Date: Sep 19, 2018 Dealer Code: 110935			
Invoice To: TITAN MACHINERY INC. 644 EAST BEATON DRIVE WEST FARGO ND 58078 USA		DLR 110935 ESS 061927 701-356-0130		Ship To: TITAN MACHINERY INC. 14961 SHEPARD STREET OMAHA NE 68138 USA			
Customer Purchase Order 553-2494928		Order Reason YIN		Sales Order 82574178		Sales Order Date Dec 12, 2017	
				Req. Delivery Date Sep 15, 2018		Ship Date Sep 19, 2018	
Shipping Point Fargo Manufacturing Plant		Shipping Type Truck Load		Registration Number		Registration Number2	
PL14 CAB WL FARGO Model - 721G ZBAR T4F		Serial Number NJF246052		Engine Number 001615859		Transmission Number 4575136	
Retail Customer		PIN JEEN0721VJF246052		Contract Number CONT000514 Case Heavy STD Terms for US G183			Pricing Date Sep 19, 2018
Item	Qty	Description	Origin	List Price	Net Price		
		PRICELIST C072					
		CONTRACT CONT000514	Case Heavy STD Terms for US G183				
		COMMERCIAL MODEL 721G ZBAR T4F	-721G ZBAR T4F				
		BOOM ZB	-ZBAR ZB				
		CO EH	-EH				
		REGION NAT4B-F	-NAT4B-F				
		VERSION STD14	-STD14				
		Base machine price					
		Professional Pkge v2 YES	-YES				
		TRANSMISSION 424224	-4-speed Transmission				
		AXLES 424235	-Heavy-duty Axles - <i>DIFFERENTIAL LOCKS</i>				
		RADIATOR OPTIONS 482585	-Cooling System w/Reversing Fan				
		SOUND SUPPRESSION 782559	-Sound Suppression Package				
		CAB 782440	-Cab with heater and a/c				
		OPERATOR'S SEAT 734119	-Heated Air Seat w/ Headrest				
		SEAT BELT 734056	-2 Inch Seat Belt				
		RADIO OPTION 782114	-AM/FM Bluetooth Stereo Radio				
		CONVENIENCE PACKAGE 782777	-Operator Convenience Package				
		HYDRAULIC STEERING 782441	-Standard Hydraulic Steering				
		CONTROL VALVES 734054	-Joystick with 1 Aux Function				
		STEPS/REAR FENDERS 782510	-Standard Fenders w/LH/RH Steps				
		TIRE BRAND PREFERENCE 482595	-No Tire Brand Preference				
		4WS WHEELS 9420440	-20.5R25 L3 Radial (3 pc rim)				



CNH Industrial America LLC
CASE CONSTRUCTION
Fed ID = 76-0433811

700 State Street
Racine WI 53406
USA

All goods subject to our general conditions of sale. No claim for shortages allowed unless made immediately upon receipt of goods or within 7 days of invoice. Goods returned without prior consent will be refused when tendered and no responsibility accepted.

Invoice	
Number:	4533246
Vehicle Number:	0014023947
Date:	Sep 19, 2018
Dealer Code:	110935

Item	Qty	Description	Origin	List Price	Net Price
		BUCKETS, PINS & COUPLERS 482047 -CNH Coupler - JRB Compatible			
		COUNTERWEIGHT 482059 -Heavy Counterweight			
		DECALS & LITERATURE 482105 -English Literature			
		AIR PRECLEANER 424223 -Ejector Type Precleaner			
		BEACON 782108 -Rotating LED amber beacon			
		COLD WEATHER STARTING 482322 -Cold Weather package			
		EXTERIOR REAR VIEW MIRRORS 734005 -Right/Left Heated Mirrors			
		HEADLIGHT/WORK LIGHT 734122 -LED Light Package			
		REAR VIEW ACCESSORIES 424234 -Rear View Camera			
		RIDE CONTROL 782503 -Ride Control			
		TELEMATIC SUB 734038 -3 Year Advanced Subscription			
		TELEMATICS 424233 -CASE SITEWATCH TELEMATICS			
		Net Weight: 32,492.000 LB			

RESOLUTION ORDERING CONSTRUCTION OF THE WPCP CONCRETE REPAIR PHASE 3 IN
THE CITY OF MARSHALLTOWN, IOWA, SETTING PUBLIC HEARING ON PROPOSED PLANS,
SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING
PUBLICATION OF NOTICE TO BIDDERS, PROJECT NO. WPC19001

WHEREAS there is now on file in the office of the City Clerk proposed plans, specifications, form of contract, and estimated costs for the construction of the WPCP Phase 3, Project No.WPC19001, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No. WPC19001, and

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

WHEREAS it is intended that the cost of said improvement shall be paid from such funds as the City may legally use for such purposes or from the proceeds from the issuance of such bonds as may be legally issued for said purposes or any combination of the above methods of financing.

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

Section 1. This Council does hereby order the construction of the WPCP Phase 3 in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. WPC19001, now on file in the office of the City Clerk of Marshalltown, Iowa.

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

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

Section 4. That the said improvements shall be paid for from such funds of the City as may be legally used for such purposes, or from the proceeds of the issuance of such bonds as may be legally issued for such purposes or from any combination of such methods of financing and will be paid in accordance with the Notice to Bidders duly published in connection therewith. The Finance Director shall establish on the books a WPCP Phase 3 fund and the bond proceeds or such funds of the City as may be legally used for such purposes are hereby appropriated to pay all costs of the improvements including legal publication, bond, design, engineering, survey and inspection, contract and contingency cost as estimated by the Engineer. The Finance Director is directed to advance all sums necessary from the project fund, and to set up on the books the obligations and receivables of the fund.

Section 5. The City Clerk is hereby directed to publish notice of hearing on plans, specifications, and form of contract and estimated cost in the manner provided by law for the public improvement outlined herein and that any person interested therein may appear and make objections thereto, if any he has. This Council will meet in the Council Chamber, Second Floor, 10 West State Street at Marshalltown, Iowa, at 5:30 o'clock P.M., local time on the 12th day of August, 2019, for the purpose of hearing all of said objections so made and for taking final action upon the plans, specifications, and form of contract now on file.

Section 6. The City Clerk is further directed to advertise for bids in the manner provided by law for the construction of said improvements, setting forth in said notice such necessary pertinent information as will advise prospective bidders thereof together with the proposed manner of payment of the work to be constructed and that such bids be filed and received in the office of the City Clerk of Marshalltown, Iowa, up to 10:00 o'clock A.M., local time, on the 25th day of July 2019. The bids will be opened, read, and tabulated by the City Engineer or his designate at that time and will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers, Second Floor, 10 West State Street, Marshalltown, Iowa, at 5:30 o'clock P.M., local time, on the 12th day of August 2019, or at such later time and place as may then be fixed for considering such bids as shall be filed in connection with the improvement herein ordered and in compliance with the notice of taking bids therein, hereby ordered to be published.

Passed this 8th day of July, 2019 and signed this _____ day of July 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**RESOLUTION AUTHORIZING THE CITY OF MARSHALLTOWN TO REQUEST
ASSIGNMENT OF CERTAIN TAX CERTIFICATES HELD BY MARSHALL COUNTY
FOLLOWING THE PUBLIC NUISANCE TAX SALE**

WHEREAS, there are numerous parcels of real property within the City of Marshalltown (the “City”) with respect to which Marshall County holds tax certificates, and

WHEREAS, many of these parcels consist of raw land, have been abandoned, constitute nuisances, and are presently being maintained at a significant cost by the City; and

WHEREAS, the City identified these parcels as ones which are abandoned but which there was a desire to rehabilitate or demolish the structures on the property as part of the public nuisance tax sale; and

WHEREAS, the City has an interest in acquiring said parcels in order to facilitate the return of parcels back to the tax rolls and for the purposes of neighborhood stabilization and beautification;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, City staff is hereby authorized to work with the County Treasurer of Marshall County to request assignment of tax certificates held by Marshall County for the following parcels:

Parcel Number	Address
8318-02-205-016	101 E FERNER ST
8418-25-355-017	710 E STATE ST
8418-25-381-010	101 N 9TH AVE
8418-26-306-011	412 N 3RD ST
8418-26-329-012	406 N 1ST ST
8418-26-404-003	5 E NORTH ST
8418-27-481-003	9 N 9TH ST
8418-35-477-003	405 E ANSON ST

BE IT FURTHER RESOLVED, the City acknowledges that if assignment of a tax certificate is requested any and all special assessments placed on the property by the City will be abated and not collectible by the City.

Passed this 8th day of July, 2019, and signed this _____ day of July, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

APPLICATION FOR A TREE TRIMMER LICENSE

TREE TRIMMER LICENSES MUST BE APPROVED BY THE CITY COUNCIL OF MARSHALLTOWN

Name of Business: Top Notch Tree Service Inc.
 Address of Business: 2101 E Nevada St Marshalltown, IA 50158
 Business Telephone: 641-485-0552
 Owner(s) of Business: Jeremy Adkins
 Home Address/
 Telephone of Owners: _____
 If incorporated, is business authorized to transact business in the State of Iowa? yes
 Sales Tax Number: 82-2674809
 If title is a trade name, has such name been registered? yes
 Date of commencement of business: _____
 Has Owner(s) ever been convicted for violation of the law other than minor traffic offenses?
 Yes ____ No ____ (A conviction record will not necessarily be a bar to approval. Factors such as nature and seriousness of the violation, age at time of the offense, and rehabilitation will be taken into account.) If you answered yes or if you are unsure, please explain:

EQUIPMENT TO BE USED IN TREE TRIMMING BUSINESS:

VEHICLES/MAJOR EQUIPMENT	LICENSE PLATE NUMBERS	OWNER(S)

Attached

An Up-To-Date Certificate of Insurance showing liability insurance and worker's compensation coverage must be filed with the City Clerk prior to Issuance of a Tree Trimmer License
 Date Insurance Certificate Received _____

Jeremy Adkins
 Applicant

 Applicant

Date: _____
 \$25.00 Fee paid _____

renewal
 Approved by City Council on _____

 City Administrator

7/98

7-8-19
lic# 6117

Please remember that all brush and tree trimmings must be disposed of in a proper and legal fashion



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Shomo-Madsen Insurance 22 E Main St Marshalltown IA 50158		CONTACT NAME: Brandalyn Zednichek PHONE (A/C, No, Ext): (641)753-6691 FAX (A/C, No): (641)752-5360 E-MAIL ADDRESS: bzednichek@shomo-madsen.com	
INSURED TOP NOTCH TREE SERVICES INC 2101 E NEVADA ST MARSHALLTOWN IA 50158-4744		INSURER(S) AFFORDING COVERAGE INSURER A: Pekin Insurance INSURER B: Liberty Mutual Ins Group INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: MasterCrt19/20

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			CL0172962	05/13/2019	05/13/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			00P684361	05/13/2019	05/13/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000
	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			CU31184	05/13/2019	05/13/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☒ Y	N/A	WC5-34S-527500-039	01/17/2019	01/17/2020	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

City of Marshalltown
Attn: Scott Riemenschneider
24 N. Center Street
Marshalltown IA 50158

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brandalyn Zednichek

Pickup Trucks

1GCHK24U83Z167812	2003 CHEVY	K2500HD SILVERADO
1FTMF1EM3BKD22799	2011 FORD	F150
3C63D3FL3CG133458	2012 DODGE	RAM 3500
1GC0KVC6BZ387300	2011 CHEVY	K2500HD SILVERADO
1FTMF1EW4AKC32965	2010 FORD	F150
1FTSX21528ED25743	2008 FORD	F250
1FTRF14W28KD35450	2008 FORD	F150
1GCHK24KX7E565745	2007 CHEVY	K2500 SILVERADO
1FTNF21517EA47061	2007 FORD	F250
1D7HU18D43S282551	2003 DODGE	RAM 1500
1GCHK24U42E245640	2002 CHEVY	K2500HD SILVERADO
1GCHK24U01EZ61123	2001 CHEVY	K2500HD SILVERADO
1GTHK34J9XR517546	1999 GMC	K3500 SIERRA
1GCGK24R3WZ137869	1998 CHEVY	K2500
1GCHK34J3WF007628	1998 CHEVY	K3500
1GCGK24R6VE266632	1997 CHEVY	K2500

TRACTOR/TRUCK TRACTOR

1HSDJSJT2CJ546257	2012 INTERNATIONAL	PROSTAR Lf627 PREMUIM
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SEMI TRAILER

1JJV532W4WL514622	1998 FRUEHAUF
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VIN#	Name	Description
------	------	-------------

BUCKET TRUCK

3FDXF75HXYMA59131	2000 FORD	F750 SUPER DUTY
1HTWEAAN28J665003	2008 INTERNATIONAL	BOOM TRUCK

DUMP TRUCKS

1NP5XUTXOYD508645	2000 PETERBILT	CONVENTIONAL 379
1HTSDAAPXRH575559	1994 INTERNATIONAL	4000 SERIES 4900
4V2JCBBE9SR835185	1995 GMC	CONVENTIONAL WG
1WUBDCME8HN115411	1987 WHITE	CONVENTIONAL MEDIUM
1HTSCAAN8SH213074	1995 INTERNATIONAL	4000 SERIES 4700
1FDYW80U4FVA23341	1985 FORD	N-SERIES Lnt8000

TRAILERS

1EP2U5138R1000914	1994 EP TRAILER	
NO VIN	1990 HOMEMADE SMALL UTILITY TRAILER	
NO VIN	HOMEMADE SMALL UTILITY TRAILER	
5FTDE273X41022706	2004 FELLING	FT-45
4J6TC14298B107019	2008 H&H	TC 14 2
SS0502GUT92407519	2002 S&S	

MISC

SERIAL # 50591	2017 MOBARK	2400 CHIPPER
Y3558672562773	CLARK	C500 FORKLIFT
FF200CX503692	2005 JOHN DEERE	200C LC EXCAVATOR
1HTSDAANXTH274540	1996 INTERNATIONAL	4900 SALT TRUCK
1HTSAZPM2LH241098	1990 INTERNATIONAL	4600 SALT TRUCK
	2002 HYUNDAI	HL740-3

	1997 HYUNDAI	HL25
SERIAL# 0BL700242	2016 CAT	297D2W MULTI TRAIN LOADER
CAT397CGCP01839	2012 CAT	297C
SERIAL# 18005	2013 KUBOTA	F3680
	KUBOTA	F2560

VIN#	Name	Description
SERIAL # 4XARTE993H8556255	2017 POLARIS	RANGER 1000XP PS

STUMP GRINDER
 STUMP GRINDER
 2 GRAPPLE BUCKETS
 SWEEPER
 SKIDLOADER FORKS
 SKIDLOADER BUCKET
 SNOW BOX PUSHER
 SNOW BOX PUSHER
 SNOW BOX PUSHER
 SNOW BOX PUSHER
 SALTER
 714 SNOW PLOWS
 POWER WASHER
 TORO SNOW BLOWER
 TORO SNOW BLOWER
 TORO SNOW BLOWER
 FERTILIZER TENDER

1JJV532W4WL514622

[illegible]

Applicant License Application ()

Name of Applicant: <u>Vaughn Inc</u>		
Name of Business (DBA): <u>Vaughn's Pub</u>		
Address of Premises: <u>3700 S. Center St.</u>		
City <u>Marshalltown</u>	County: <u>Marshall</u>	Zip: <u>50158</u>
Business <u>(641) 752-0038</u>		
Mailing <u>22 N. 1St Ave.</u>		
City <u>Marshalltown</u>	State <u>IA</u>	Zip: <u>50158</u>

Contact Person

Name <u>Kevin Vaughn</u>	
Phone: <u>(641) 751-0903</u>	Email <u>vaughnkevin@mchsi.com</u>

Classification Special Class C Liquor License (BW) (Beer/Wine)

Term:5 days

Effective Date: 07/19/2019

Expiration Date: 01/01/1900

Privileges:

Special Class C Liquor License (BW) (Beer/Wine)

Status of Business

BusinessType: <u>Privately Held Corporation</u>	
Corporate ID Number: <u>XXXXXXXXXX</u>	Federal Employer ID <u>XXXXXXXXXX</u>

Ownership

Kevin Vaughn

First Name: <u>Kevin</u>	Last Name: <u>Vaughn</u>	
City: <u>Marshalltown</u>	State: <u>Iowa</u>	Zip: <u>50158</u>
Position: <u>President</u>		
% of Ownership: <u>100.00%</u>	U.S. Citizen: <u>Yes</u>	

Insurance Company Information

Insurance Company: <u>Founders Insurance Company</u>	
Policy Effective Date: <u>07/19/2019</u>	Policy Expiration <u>07/24/2019</u>
Bond Effective	Dram Cancel Date:
Outdoor Service Effective	Outdoor Service Expiration
Temp Transfer Effective	Temp Transfer Expiration Date:

RESOLUTION APPROVING CONTRACT CHANGE ORDER #2 FOR THE 2018
MICROSURFACING PROJECT #STR148001 FOR GENERAL SUPPLIES FOR FAHRNER
ASPHALT SEALERS, LLC
AN INCREASE OF \$18,781.05

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with
Fahrner Asphalt Sealers, LLC for the labor and material for the 2018 Microsurfacing Project
#STR18001; and

WHEREAS an increase is requested to complete the project.

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

Section1. That the contract total for the 2018 Microsurfacing Project, in the increased amount
of \$375,113.17 is hereby accepted and approved.

Passed this 8th day of July 2019, and signed this _____ day of _____, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CHANGE ORDER

OWNER: CITY OF MARSHALLTOWN, IOWA
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR: FAHRNER ASPHALT SEALERS, LLC
7680 COMMERCE PARK SECTION C
DUBUQUE, IOWA 52002

PROJECT: S 6TH ST/N 3RD ST MICROSURFACING

SUBJECT: CHANGE ORDER #2

PROJECT NUMBER: STR 18001

DATE: JUNE 21ST, 2019

You are hereby ordered to make the following changes from the plans or do the following work on your contract for the above referenced project.

A) DESCRIPTION OF CHANGES TO BE MADE OR EXTRA WORK TO BE DONE:

CONTRACT ITEMS:

- 1001) Decrease the amount of **Filler Material (HMA Surfaces)** by 306.0 gallons
- 1002) Increase the amount of **Transverse Joint Leveling** by 1,718.0 pounds
- 1003) Increase the amount of **Aggregate for Microsurfacing** by 91.58 tons
- 1004) Increase the amount of **Emulsified Asphalt for Microsurfacing** by 2,972.47 gallons

NON-CONTRACT ITEMS (EXTRA WORK ORDER):

B) REASON FOR ORDERING CHANGES OR EXTRA WORK:

CONTRACT ITEMS:

- 1001) The decrease in the amount of **Filler Material (HMA Surfaces)** was due to overestimated plan quantity
- 1002) The increase in the amount of **Transverse Joint Leveling** was due to additional material needed to level joints
- 1003) The increase in the amount of **Aggregate for Microsurfacing** was due to under estimated plan quantity
- 1004) The increase in the amount of **Emulsified Asphalt for Microsurfacing** was due to under estimated plan quantity

NON-CONTRACT ITEMS (EXTRA WORK ORDER):

Original Contract: \$ 356,332.12
Change Order #2: \$ 18,781.05
New Contract Total: \$ 375,113.17

Receipt is acknowledged of this change order and terms of settlement are hereby agreed to.

CONTRACTOR: FAHRNER ASPHALT
SEALERS, LLC

CITY ENGR: _____

BY: AS: 4 (Brian Cox)

DATE: _____

DATE: 6/26/2019

CITY OF MARSHALLTOWN
PROJECT NO. STR 18001
2018 MICROSURFACING PROJECT

CONTRACTOR: FAHRNER ASPHALT SEALERS, LLC

CHANGE ORDER: 2

DATE OF THIS ESTIMATE: 6/21/2019

CONTRACT AMOUNT: \$356,332.12

ITEM NO.	ITEM	QUANTITY	UNIT	CONTRACT PRICE	COMPLETE TO DATE	DOLLAR AMOUNT
1	CLEANING AND FILLING CRACKS FOR HMA	3.4	MILE	\$8,061.00	3.4	\$27,407.40
2	FILLER MATERIAL (HMA SURFACES)	2,250.0	GAL	\$4.11	1,944.0	\$7,989.84
3	TRANSVERSE JOINT CLEANING AND SEALING	3.4	MILE	\$6,374.00	3.4	\$21,671.60
4	TRANSVERSE JOINT LEVELING	23,238.0	LBS	\$0.94	24,956.0	\$23,458.64
5	PREPARATION OF SURFACE FOR MICROSURFACING	3.4	MILE	\$17,466.00	3.4	\$59,384.40
6	AGGREGATE FOR MICROSURFACING	750.0	TON	\$80.11	841.58	\$67,418.97
7	EMULSIFIED ASPHALT FOR MICROSURFACING	21,500.0	GAL	\$3.73	24,472.47	\$91,282.37
8	PAINTED PAVEMENT MARKINGS	418.0	STA	\$50.00	418.00	\$20,900.00
9	PAINTED PAVEMENT SYMBOLS	88.0	EA	\$125.00	88.00	\$11,000.00
10	TRAFFIC CONTROL	1.0	LS	\$26,800.00	1.00	\$26,800.00
11	MOBILIZATION	1.0	LS	\$17,800.00	1.00	\$17,800.00

Total Cost: \$375,113.17

Original Contract Amount: \$356,332.12

Final Adjusted Quantities: \$18,781.05

NEW CONTRACT AMOUNT: \$375,113.17

 (Brian Cox)
Contractor: Fahrner Asphalt Sealers, LLC

Justin Nickel, P.E.
Public Works Director/City Engineer



Joel Greer, Mayor
Jessica Kinser, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA. 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

DEPARTMENT OF PUBLIC WORKS

June 26th, 2019

To: Mayor Joel Greer
Members of the City Council

From: Justin Nickel
Public Works Director

Re: Project STR – 18001 Change Order #2 – Fahrner Asphalt Sealers, LLC, for the 2018 Microsurfacing project in the City of Marshalltown.

Policy Issue: City policy requires all Change Orders to be approved and reported in the same manner as the original contract.

Recommendation: Staff recommends approving Change Order #2 which increases the contract total by \$18,781.05.

Background: Change Order #2 includes the increase in materials to complete the Microsurfacing project.

Budget Impact: This project has sufficient Road Use Tax revenues.

Attachment: Change Order #2

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Leon Lamer, Mike Gowdy,
Al Hoop, Gabriel Isom, Bill Martin, Bethany Wirin



RESOLUTION TO ADOPT
UPDATED STANDARD SPECIFICATIONS
FOR SANITARY SEWER WORK, STORM SEWER CONSTRUCTION,
STREET EXCAVATION AND PAVEMENT RESTORATION
AND SIDEWALKS AND DRIVEWAYS

WHEREAS, the City Code at Section 52.003(B) provides for the Director of Public Works/City Engineer, to prepare plans and specifications for making sanitary sewer connections, and

WHEREAS, the City Code at Section 53.008 provides for the City to administer the design, construction, maintenance and operation of the storm water utility system, and

WHEREAS, the City Code at Section 57.019 provides for Standard Specification for Street Excavation and Pavement Restoration, and

WHEREAS, the City Code at Section 57.043 provides that sidewalks are to be constructed in accordance with city standard specifications, and

WHEREAS, it is believed that updated standard specifications are in the best interest of the City and its residents, and

WHEREAS, the Public Works Department has developed standard specifications which are recommended for adoption by the Council.

NOW THEREFORE BE IT RESOLVED AS FOLLOWS:

1. That the Standard Specifications for Sanitary Sewer developed by the Department of Public Works dated June 21, 2019, is adopted as the standard specifications for sanitary sewer work.
2. That the Standard Specifications for Storm Sewer Construction developed by the Department of Public Works dated, June 21, 2019, is adopted as the standard specifications for storm sewer construction.
3. That the Standard Specification for Street Excavation and Pavement Restoration developed by the Department of Public Works dated June 21, 2019, is adopted as the standard specifications for street excavation and pavement restoration.
4. That the Standard Specification for Portland Cement Concrete Sidewalks and Driveways developed by the Department of Public Works, dated June 21, 2019, is adopted as the standard specifications for sidewalks and driveways.

BE IT FURTHER RESOLVED that copies of the standard specifications shall be placed on the City website and shall be available for distribution at the office of the Department of Public Works in the City of Marshalltown.

Passed this ____ day of _____, 2019, and signed the ____ day of _____, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T. S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC City Clerk

City of Marshalltown
South 4th Avenue
Marshalltown, IA
TABULATION OF BIDS
July 2, 2019 @ 2:00 P.M.



1519 Baltimore Drive
Ames, IA 50010-0668
Ph: (515) 233-4100
Fax: (515) 233-4430
Bolton-Menk.com

Line No.	Description	Unit	Quantity	Engineer's Estimate		Byron Marshalltown, IA		Con-Struct Marshalltown, IA		TK Concrete Pella, IA		Absolute Slater, IA		Sheker Engineering Des Moines, IA	
				Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	EXCAVATION, CLASS 10, CLASS 12, OR CLASS 13	CY	200.00	\$20.00	\$4,000.00	\$12.50	\$2,500.00	\$35.00	\$7,000.00	\$30.00	\$6,000.00	\$55.25	\$11,050.00	\$15.00	\$3,000.00
2	SUBGRADE PREPARATION	SY	1700.00	\$4.00	\$6,800.00	\$1.00	\$1,700.00	\$4.00	\$6,800.00	\$4.00	\$6,800.00	\$3.50	\$5,950.00	\$11.00	\$18,700.00
3	SUBBASE, MODIFIED	SY	1700.00	\$12.00	\$20,400.00	\$8.30	\$14,110.00	\$10.00	\$17,000.00	\$10.00	\$17,000.00	\$10.00	\$17,000.00	\$12.25	\$20,825.00
4	STORM SEWER, TRENCHED, 15 INCH, RCP	LF	30.00	\$45.00	\$1,350.00	\$120.00	\$3,600.00	\$100.00	\$3,000.00	\$125.00	\$3,750.00	\$70.00	\$2,100.00	\$125.00	\$3,750.00
5	REMOVAL OF STORM SEWER	LF	30.00	\$9.00	\$270.00	\$20.00	\$600.00	\$20.00	\$600.00	\$30.00	\$900.00	\$61.00	\$1,830.00	\$45.00	\$1,350.00
6	INTAKE, SW-507	EA	2.00	\$4,500.00	\$9,000.00	\$3,750.00	\$7,500.00	\$5,000.00	\$10,000.00	\$7,500.00	\$15,000.00	\$4,500.00	\$9,000.00	\$4,350.00	\$8,700.00
7	REMOVE INTAKE	EA	2.00	\$500.00	\$1,000.00	\$400.00	\$800.00	\$1,000.00	\$2,000.00	\$1,000.00	\$2,000.00	\$560.00	\$1,120.00	\$2,500.00	\$5,000.00
8	PAVEMENT, PCC, 6 INCH	SY	1410.00	\$50.00	\$70,500.00	\$46.00	\$64,860.00	\$45.00	\$63,450.00	\$45.00	\$63,450.00	\$68.00	\$95,880.00	\$37.31	\$52,607.10
9	PAVEMENT, PCC, 5 INCH	SY	24.00	\$45.00	\$1,080.00	\$60.00	\$1,440.00	\$65.00	\$1,560.00	\$75.00	\$1,800.00	\$95.00	\$2,280.00	\$45.00	\$1,080.00
10	DETECTABLE WARNING	SF	30.00	\$50.00	\$1,500.00	\$30.00	\$900.00	\$45.00	\$1,350.00	\$45.00	\$1,350.00	\$50.00	\$1,500.00	\$50.00	\$1,500.00
11	DRIVEWAY GRANULAR	TON	20.00	\$35.00	\$700.00	\$14.50	\$290.00	\$30.00	\$600.00	\$40.00	\$800.00	\$25.50	\$510.00	\$75.00	\$1,500.00
12	PAVEMENT REMOVAL	LF	1313.00	\$10.00	\$13,130.00	\$9.00	\$11,817.00	\$10.00	\$13,130.00	\$15.00	\$19,695.00	\$9.00	\$11,817.00	\$13.50	\$17,725.50
13	CURB AND GUTTER REMOVAL	LF	520.00	\$5.00	\$2,600.00	\$2.50	\$1,300.00	\$20.00	\$10,400.00	\$15.00	\$7,800.00	\$7.00	\$3,640.00	\$35.00	\$18,200.00
14	CONVENTIONAL SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	0.15	\$10,000.00	\$1,500.00	\$12,000.00	\$1,800.00	\$22,000.00	\$3,300.00	\$3,300.00	\$4,500.00	\$6,750.00	\$10,000.00	\$15,000.00	\$15,000.00
15	WATTLE, 9 INCH	LF	830.00	\$4.00	\$3,320.00	\$1.50	\$1,245.00	\$2.75	\$2,282.50	\$3.50	\$2,907.50	\$5.00	\$4,150.00	\$4.00	\$3,320.00
16	INLET PROTECTION DEVICE	EA	2.00	\$200.00	\$400.00	\$90.00	\$180.00	\$220.00	\$440.00	\$500.00	\$1,000.00	\$400.00	\$800.00	\$300.00	\$600.00
17	CONSTRUCTION SURVEY	LS	1.00	\$4,000.00	\$4,000.00	\$4,250.00	\$4,250.00	\$2,100.00	\$2,100.00	\$5,000.00	\$5,000.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
18	MOBILIZATION	LS	1.00	\$9,000.00	\$9,000.00	\$17,000.00	\$17,000.00	\$10,000.00	\$10,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$65,000.00	\$65,000.00
TOTAL BASE BID					\$149,550.00		\$135,692.00		\$155,012.50		\$184,750.00		\$197,127.00		\$229,357.60

2-Jul-19 H:\MNTNIA_C1\AA131189796_Plane Spec\18_Bid Tabulation\118979 Bid Tab.xls:Bid Tabulation

Denotes math error

RESOLUTION ACCEPTING BID, AUTHORIZING THE AWARD AND APPROVAL OF
CONTRACT AND BOND FOR THE SOUTH 4TH AVENUE IMPROVEMENT PROJECT IN THE
CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$135,692.00

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the South 4th Avenue Project in the City of Marshalltown, as described in the plans and specifications therefore, and

WHEREAS, there has been filed with the City Clerk in response to the published notice to the bidders referred to above, certain proposals for the construction of the above designated improvement with the required certified checks or bid bond accompanying each proposal from the following bidders, to-wit:

<u>Name and Address of Bidders</u>	<u>Amount of Bid</u>
Brycon , Marshalltown, IA	\$135,692.00
Con-Struct, Marshalltown, IA	\$155,012.50
TK Concrete, Pella Ia	\$184,750.00
Absolute, Slater, IA	\$197,127.00
Shekar Engineering, Des Moines, IA	\$229,357.60

After consideration of all bids filed, there was determined by the Council that the bid of Brycon, of Marshalltown, Iowa, is the best and lowest responsible bid for the public improvement as is herein outlined.

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

Section 1. That the bid of Brycon, of Marshalltown, Iowa, and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount One Hundred Thirty-Five Thousand Six Hundred Ninety-Two and .00/100 (\$135,692.00) Dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law.

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor and for the actual quantities for each item of materials furnished or work performed in the construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Section 4. Pursuant to Iowa Code section 26.10, the City Council authorizes the Public Works Director to retain the bid security furnished by the successful bidder until the approved contract form has been executed, a bond has been filed by the bidder guaranteeing the performance of the contract, and to approve the properly executed contract and bond. Checks or bidder's bonds of unsuccessful bidders shall be returned to the bidders as soon as the successful bidder is determined or within thirty days, whichever is sooner.

Section 5. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa.

Passed this 8th day of July, 2019, and signed this _____ day of July, 2019.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk

**RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY AT
310 BROMLEY STREET**

WHEREAS, the City of Marshalltown, Iowa, desires to acquire the property at 310 Bromley Street for the purposes of tornado-related demolition; and

WHEREAS, a written offer to buy said property in the amount of \$2,000 has been negotiated between the City and the owner, Elenora Gregory;

NOW THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the attached purchase agreement is hereby approved and the Mayor is hereby authorized to sign the purchase agreement.

Passed this 8th day of July, 2019, and signed this ____ day of July, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

REAL ESTATE PURCHASE AGREEMENT

This Real Estate Purchase Agreement ("Agreement") is entered by and between **ELENORA R. GREGORY** ("SELLER"), and the **CITY OF MARSHALLTOWN, IOWA**, an Iowa municipal corporation ("BUYER"), as of the date of last signature set forth below ("Effective Date").

SELLER is the owner of the real property ("Property") situated in the City of Marshalltown, Marshall County, Iowa, locally known as 310 Bromley Street, Marshalltown, Iowa, and legally described as follows (to be confirmed by abstract):

THE WEST FORTY-NINE FEET AND SEVEN AND ONE-HALF INCHES OF LOT
THIRTEEN IN BLOCK THREE IN THE TOWN OF MARSHALLTOWN,
MARSHALL COUNTY, IOWA

SELLER agrees to sell and BUYER agrees to purchase the Property, together with any easements and appurtenant servient estates, and subject to any easements of record for public utilities or roads; any zoning restrictions; restrictive covenants, and/or mineral reservations of record, if any, upon the following terms and conditions:

1. **PURCHASE PRICE.** The purchase price for the Property shall be Two Thousand and 00/100 Dollars (\$2,000.00) to be paid in cash in full at closing upon performance of SELLER'S obligations and BUYER'S contingencies, with BUYER to pay all closing costs.

2. **REAL ESTATE TAXES.** BUYER shall accept title to and possession of the Property subject to any unpaid real estate taxes owed by SELLER and payable in prior years. BUYER shall pay all subsequent real estate taxes to the extent required by law.

3. **SPECIAL ASSESSMENTS.** BUYER shall accept title to and possession of the Property subject to any all installments of special assessments that are a lien on the Property and, if not paid, would become delinquent during the calendar year this offer is accepted, and all prior installments thereof.

4. **POSSESSION AND CLOSING.** This transaction shall be considered closed, and possession of the property shall be delivered to BUYER, upon the filing of title transfer documents and SELLER'S receipt of all funds due at closing from BUYER under this Agreement. Closing to be held the 30th day of July, 2019, or such other date as the parties may agree. SELLER acknowledges time is of the essence and agrees to take reasonable steps to close as soon as reasonably possible following the Effective Date.

5. **CONDITION OF PROPERTY.** SELLER shall preserve the Property in its present condition until BUYER takes possession. Unless otherwise provided in this Agreement, SELLER makes no warranties, expressed or implied, as to the condition of the Property.

6. **SURVEY.** BUYER, at its expense, may have the Property surveyed and certified by a registered land surveyor prior to closing.

7. **ENVIRONMENTAL MATTERS.** SELLER warrants to the best of SELLER'S knowledge and belief that there are no abandoned wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks located on the Property, and SELLER has done nothing to contaminate the Property with hazardous wastes or substances. SELLER warrants that the property is not subject to any local, state, or federal judicial or administrative action, investigation or order, as the case may be, regarding wells, solid waste disposal sites, hazardous wastes or substances, or underground storage tanks. SELLER shall also provide BUYER with a properly executed GROUNDWATER HAZARD STATEMENT showing no wells, private burial sites, solid waste disposal sites, private sewage disposal system, hazardous waste and underground storage tanks on the Property unless disclosed in an addendum prepared by SELLER and attached hereto and incorporated herein by this reference.

8. **INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM.** SELLER represents and warrants to BUYER the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

9. **DEED.** Upon payment of the Purchase Price, SELLER shall convey the Property to BUYER by Quit Claim Deed prepared by BUYER at BUYER'S expense.

10. **STATEMENT AS TO LIENS.** SELLER shall be and is responsible for satisfying any and all liens upon the Property, including any mortgage(s) at or prior to closing. BUYER shall not be required to complete the purchase of the Property, as otherwise contemplated by this Agreement, absent the satisfaction of such liens.

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

12. **GENERAL PROVISIONS.** In the performance of each part of this Agreement, time shall be of the essence. Failure to promptly assert rights herein shall not, however, be a waiver of such rights or a waiver of any existing or subsequent default. This Agreement shall apply to and bind the successors in interest of the parties. This Agreement shall survive the closing. This Agreement contains the entire agreement of the parties and shall not be amended except by a written instrument duly signed by SELLER and BUYER. Paragraph headings are for convenience of reference and shall not limit or affect the meaning of this Agreement. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender according to the context.

13. **REAL ESTATE AGENT OR BROKER.** Neither party has used the service of a real estate agent or broker in connection with this transaction.

14. **CERTIFICATION.** BUYER and SELLER each certify that it is not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated

National and Blocked Person” or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorneys’ fees and costs) arising from or related to any breach of the foregoing certification.

15. **APPROVAL BY CITY COUNCIL.** In the performance of this Agreement, BUYER, as an Iowa municipal corporation, shall take all action legally required of a municipal corporation relative to the purchase of real property including but not limited to considering required resolutions. This Agreement shall be contingent upon approval by the City Council for Marshalltown, Iowa.

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

17. **ADDITIONAL PROVISIONS.** None if not listed in an addendum hereto.

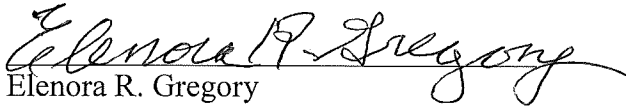
18. **EXECUTION.** When and if executed by both SELLER and BUYER, this Agreement shall become a binding contract. If not executed by SELLER and delivered to BUYER on or before the 1st day of July, 2019, this Agreement shall be null and void.

(Remainder of Page Intentionally Left Blank)

SELLER

ELENORA R. GREGORY

Dated this 1 day of July, 2019.


Elenora R. Gregory

Address: 410 1/2 W. Linn Street #1
Marshalltown, IA 50158

Telephone: (641) 753 - 4764

BUYER

CITY OF MARSHALLTOWN, IOWA,
an Iowa municipal corporation

Dated this _____ day of _____, 2019.

By: _____
Joel Greer, Mayor

Attest:

Shari Coughenour, City Clerk

Address: 24 N. Center Street
Marshalltown, IA 50158

Telephone: (641) 754-5712

#2019-

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF MARSHALLTOWN, IOWA, BY REPEALING CHAPTER 151, SECTIONS 151.001 THROUGH 151.003 THEREOF ENTITLED "BUILDING CODE," CONSISTING OF THE INTERNATIONAL BUILDING CODE (IBC), 2006 EDITION AS AMENDED; AND ENACTING AND ADOPTING A NEW CHAPTER 151, SECTIONS 151.001 THROUGH 151.003 IN LIEU THEREOF ENTITLED "BUILDING CODE," BEING THIS ORDINANCE HEREAFTER SET OUT, WHICH ADOPTS BY REFERENCE, WITH CERTAIN AMENDMENTS, THE INTERNATIONAL BUILDING CODE 2015 EDITION, INTERNATIONAL RESIDENTIAL CODE 2015 EDITION, AND THE INTERNATIONAL EXISTING BUILDING CODE PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., REGULATING BUILDING CONDITIONS AND REQUIREMENTS IN THE CITY OF MARSHALLTOWN, IOWA; AND CONTINUE A BUILDING DEPARTMENT AND PROVIDING FOR A BUILDING OFFICIAL THEREOF, AND DEFINING THEIR POWERS AND DUTIES IN THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREOF; AND BY REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THERE WITH.

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

Article I. Chapter 151 of the Code of Ordinances, City of Marshalltown, Iowa, is amended by striking Sections 151.001 through 151.003 and inserting in lieu thereof the following:

"CHAPTER 151"
BUILDING REGULATIONS; CONSTRUCTION

Sec. 151.001. Adoption of building code.

- a.) Procedure Approved. An ordinance, proposing the adoption of a building code and following notice and hearing as required by law, was duly adopted, and pursuant to published notice a public hearing was duly held.
- b.) Adoption of International Building Code. That after following the procedure required by law and after due consideration the International Building Code (IBC), the International Residential Code (IRC), and the International Existing Building Code (IEBC) as published by the International Code Council, 2015 Editions are adopted in full as the Building Code and Building Ordinance of the City of Marshalltown, Iowa except portions that are deleted, modified, or amended by this ordinance. From the effective date of this ordinance, all building and construction shall be performed in accordance with the provisions of said code, as modified or amended by this ordinance.
- c.) Enforcement and Penalty. It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, move, remove, convert or demolish, occupy, or maintain any building or structure in the city, or cause such to be done contrary to or in violation of any provisions of the building code. Any buildings or additions to any buildings erected or in the process of erection contrary to

the provisions of the Building Code as amended shall, after notice and failure to comply, be deemed a nuisance and may be abated as such.

Sec. 151.002. Amendments, modifications, additions and deletions to building code.

The following amendments, modifications, additions and deletions to the 2015 IBC and the 2015 IRC and the 2015 IEBC are made:

Section 101.1 Title is amended to read as follows:

These regulations shall be known as the Building Code of the City of Marshalltown, hereinafter referred to as “this code”. Any reference to a Section number shall mean to this code unless stated otherwise.

Section 103.2 Appointment (IBC & IRC) are deleted.

Section 104.2 Applications and permits (IBC & IRC) is amended to read as follows”

The Building Official shall receive applications, review construction documents and issue permits for the erection and alteration of buildings and structures, inspect the premises for which such permits have been issued and enforce compliance with the provisions of this code.

1. To obtain a permit the applicant shall first file:
 - a) For the contractors required to be registered with the State of Iowa as a construction contractor, proof of registration must be presented to the Building Official or specified intergovernmental agency, if so designated by the Building Official.
 - b) All contractors requesting a building permit shall execute and file with the Marshalltown Building Official or specified intergovernmental agency, if so designated by the Building Official, a certificate of insurance written by a company authorized to transact business in the State of Iowa. Limits shall not be less than \$500,000.00 in personal injury or death and \$100,000.00 in property damage.
 - c) Certificate shall be written on a standard form and carrying an endorsement naming the City of Marshalltown, Iowa and its employees, or specified intergovernmental agency, if so designated by the Building Official, as additional insured, as its interest may appear and conditioned upon the faithful performance of all duties required of such contractor by any ordinances, rules, and regulations of the City. It shall be further a condition of said certificate of insurance, that the obligator will hold the City, or specified intergovernmental agency if so designated by the Building Official, harmless from any and all damages sustained by reason of neglect or incompetence on the part of such contractor, his/her agents or employees in the performance of the work done under a license or permit issued upon the filing of said certificate.

- d) The certificate of insurance shall be issued by December 31st of each year, and shall be refilled on or before said date for each subsequent year and shall be continuous full force and effect. It is the intent and purpose of said certificate of insurance to also bind the individual, company, firm, association or partnership, whether it is trade name, corporation, or other business association or arrangement with which the principal is associated.
 - e) Homeowners working in their own principal residence shall be exempt from filing said certificate.
2. Where a person desires to remodel or repair any residential building or structure of which they are the owner or owner of record:
- a) Such work may be done by a member of the household, without requiring the certificate of insurance otherwise required by this section.
 - b) Required permits shall be necessary for all remodel or repair work.
 - c) No owner or owner of record shall replace, remodel or repair any electrical or heating on any property that they are not the owner/occupant.
 - d) Plumbing in any building is required to be performed by a licensed plumbing contractor, licensed with the City of Marshalltown.

Section 105.2 Work exempt from permit (IBC & IRC) is amended to read as follows:

Delete references to electrical, plumbing, gas, and mechanical in this section.

Permits shall not be required for the following exemption from the permit requirements of this code, which shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any laws or ordinances of this jurisdiction.

Building

- a) One-story detached accessory buildings used as tool or storage sheds, playhouses and similar uses, provided the floor area is less than 120 square feet.
- b) Fences not over 6 feet (1829 mm) sidewalks and driveways high.
- c) Retaining walls that are not over 4 feet (1219 mm) in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II, or IIIA liquids.
- d) Water tanks supported directly on grade if the capacity does not exceed 5,000 gallons (18,925 L) and the ratio of height to diameter or width does not exceed 2:1.
- e) Sidewalks and driveways not more than 30 inches (762 mm) above adjacent grade, and not over any basement or story below and not part of an accessory route.

- f) Painting, papering, tiling, and carpeting.
- g) Prefabricated swimming pools that are less than 24 inches (610 mm) deep, are not greater than 5,000 gallons (18,925 L) and are installed entirely above ground.
- h) Swings and other playground equipment accessory to a detached one and two family dwellings.
- i) Window awnings supported by an exterior wall that do not project more than 54 inches (1372 mm) from an exterior wall and do not require additional support.
- j) Nonfixed and movable fixtures, cases, racks, counters and partitions not over 5 feet 9 inches (1753 mm) in height.

Section 105.8 (IBC) and R105.10 (IRC) Demolition permit required is added to read as follows:

A demolition permit shall be required for the removal of any building or structure, or the removal of any portion of a building.

Section 109.2 (IBC) and Section R108.2 (IRC) Schedule of fees is amended to read as follows:

Permits shall not be issued until the fees, as set forth and established by resolution of the City Council, have been paid. An amended or supplemental permit for additional construction shall not be issued until the fee(s) for the additional work have been paid.

Section 109.3 (IBC) and Section R108.3 (IRC) Building permit valuations is amended to read as follows:

The determination of value or valuations under any provision of this code shall be made by the Building Official. The value to be used in computing the building permit and building plan review fees shall be the total value of all construction work for which the permit is issued, as well as all finish work, painting, roofing, electrical, plumbing, heating, air-conditioning, elevators, fire extinguishing systems and any other permanent equipment. Valuations shall be established using square foot values with regional modifiers for the use and construction type most closely resembling those published by the International Code Council (ICC). Where no category resembles the proposed construction, a reasonable value will be assigned by the Building Official. The latest published valuations established by the ICC are hereby adopted and shall be reviewed and revised annually to incorporate newly published values. The Building Official shall correct the determination of value of work for which a permit is issued if such valuation appears to be in error or misstated. If the permit or plan review fees are reduced as a result of such correction, a refund may be issued to the applicant. If such fees are increased, the applicant shall pay all additional fees. Failure to pay such additional fees may result in revocation of any permit issued, or work stoppage as otherwise provided in this code.

Section 109.6 (IBC) and Section R108.5 (IRC) Refunds is amended to read as follows:

The Building Official may authorize the refunding of any fee paid hereunder, which was erroneously paid or collected. The Building Code Official shall not authorize the refunding of any fee paid, except upon written application filed by the original permittee, within one hundred eighty (180) days from the date of the fee payment.

Section 109.4 (IBC) and Section R108.6 Work commencing before permit issuance is amended to read as follows:

Any person who commences work on a building, structure, electrical, gas, mechanical, or plumbing system before obtaining the necessary permits shall be subject to an investigation fee equal to the amount of the permit fee if the permit were issued. This fee shall be collected whether or not a permit is issued. The payment of such fee shall not exempt any person from compliance with all other provisions of this code or from any penalty prescribed by law. Only the Building Official may reduce this fee, when demonstrated that an emergency existed, which required the work to be done without a permit.

Section 113 (IBC) and Section R112 (IRC) Board of Appeals is amended to read as follows:

In order to determine the suitability of alternative materials and types of construction, and to provide for reasonable interpretation of all the provisions of this code, there shall be and hereby enacted a Board of Appeals consisting of five members who are qualified by experience and training to pass upon matters pertaining to building construction. The Building Official shall be an ex-officio member and shall act as Secretary of the Board. The Board of appeals shall be appointed by the Mayor, subject to the approval of the City Council, and said Board shall render a decision within thirty days from the time any matter is submitted to it. The Board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing to the Building Official with a duplicate copy to the appellant, and may recommend to the City Council such new legislation as is consistent therewith. The terms of each member shall be five years provided, however that the original appointments to the Board shall be as follows:

- a) One (1) member appointed for an initial one (1) year term.
- b) One (1) member appointed for an initial two (2) year term.
- c) One (1) member appointed for an initial three (3) year term.
- d) One (1) member appointed for an initial four (4) year term.
- e) One (1) member appointed for an initial five (5) year term.

The present existing Board shall continue under current appointments. The Board of Appeals shall have no authority relative to interpretation of the administrative portions of this code, nor shall the Board be empowered to waive requirements of this code.

Section 116 (IBC) Unsafe structures and equipment is deleted in its entirety. Refer to Chapter 151, Building Regulations; Dangerous Buildings of the City of Marshalltown Code of Ordinances.

Table R301.2 (1) (IRC) Climatic and geographic design criteria is amended to read as follows:

Ground Snow Load	30 PSF
Wind Speed	90 MPH
Seismic Design Category	A
Subject to Damage Weathering	Severe
Frost Line Depth	42" minimum
Termite	Moderate – Heavy
Decay	Slight – Moderate
Winter	- 5 degrees F
Ice Shield Underlay Req.	Yes
Flood Hazards	
NFIP	12/27/84
Firm Maps	04/17/84
Air Freeze Index	2500
Mean Annual Temp	48

Section 308.6.4 (IBC) Five or fewer persons receiving care in a dwelling unit is amended to read as follows:

A facility such as the above within a dwelling unit and having eight or fewer persons receiving custodial care shall be classified as a Group R-3 occupancy or shall comply with the International Residential Code.

Section 310.5 (IBC) Residential Group R-3 is amended to read as follows:

Residential Group R-3 occupancies where the occupants are primarily permanent in nature and not classified as Group R-1, R-2, R-4 or I, including:

- a) Buildings that do not contain more than two dwelling units.
- b) Boarding houses (nontransient) with 16 or fewer occupants.
- c) Boarding houses (transient) with 10 or fewer occupants.
- d) Care facilities as identified in Sections 308.3.4 or 308.4.2 that provide accommodations for five or fewer persons receiving care.
- e) Day care facilities as identified in section 308.6.4 located within single family dwellings with 8 or fewer persons receiving custodial care.
- f) Congregate living facilities (nontransient) with 16 or fewer occupants.
- g) Congregate living facilities (transient) with 10 or fewer occupants.

- h) Lodging houses with five or fewer guest rooms.

Section 310.5.1 (IBC) Care facilities within a dwelling is amended to read as follows:

Care facilities that are located within a single-family dwelling are permitted to comply with the International Residential Code in accordance with this section

Section 310.5.1.1 (IBC) 24-hour care facilities within a dwelling is added as follows:

Care facilities as identified in sections 308.3.4 or 308.4.2 that provide accommodations for 5 or fewer persons receiving custodial care in a single-family dwelling for 24-hours per day are permitted to comply with the International Residential Code provided an automatic sprinkler system is installed in accordance with Section 903.3.1.3 or Section P2904 of the International Residential Code.

Section 310.5.1.2 (IBC) Day care facilities within a dwelling is added as follows:

Day care facilities as identified in section 308.6.4 that provide custodial care for 8 or fewer persons for less than 24-hours per day in a single-family dwelling are permitted to comply with the International Residential Code.

Exception:

Day care facilities as identified in section 308.6.4 that provide custodial care for 16 or fewer persons for less than 24-hours per day in a single-family dwelling, and are registered with the State of Iowa Department of Human Services as child development homes on or before January 1, 2017, are permitted to comply with the International Residential Code.

Section R403.1.4.1 (IRC) Frost protection is amended by deleting listed exceptions and inserting in lieu of the following:

Exceptions:

- a) One story wood or metal frame building not used for human occupancy and not more than four hundred (400) square feet in floor area may be constructed with walls supported on a treated wood foundation plate when approved by the Building Official.
- b) A one story detached wood frame building which is not used for human occupancy and does not exceed one thousand (1,000) square feet in area including additions, may be constructed upon four (4) inch wire reinforced concrete slab without frost footings. Reinforcement of the slab shall be a minimum 6 x 6 x 10 welded mesh wire, or #4 deformed reinforcing bars at twenty-four (24) inches on center either way.

Section R404.1.1 (IRC) Design required is amended to read as follows:

1. The minimum height of the foundation wall shall be seven feet eight inches measured between the foundation plate and a concrete floor slab having a minimum thickness of three and one-half inches. If such floor slab is not provided, a specially designed means of providing lateral support at the bottom to the wall shall be required.
2. Hollow concrete masonry units shall be set in Type “M” or Type “S” mortar.
3. All footings shall be continuous cast in place concrete having a minimum compressive strength of 3,000 pounds per square inch at 28 days, and shall be reinforced longitudinally with not less than two one half inch diameter steel bar for one story of construction, and two one half inch diameter steel bars for two story construction.
4. Footing reinforcement shall be symmetrically placed and so located as to ensure no less than three inches of concrete cover on all sides.
 - a. Foundation walls having a nominal thickness of not less than twelve inches may be unreinforced. Other foundation walls shall comply with the following requirements:
 - i. The nominal thickness of concrete masonry units shall not be less than eight inches.
 - ii. When a foundation wall has a horizontal clear span or more than twelve feet between supporting cross wall or corners, fully grouted vertical reinforcing shall be provided in the center of said wall in the amount of 0.075 square inches of ASTM A615 grade 40 steel per lineal foot of wall. All reinforcing steel shall be deformed bars spaced no more than eight feet on center. All grout shall comply with this code.
 - iii. Cast in place plain concrete foundation wall constructed under the provisions of this subsection shall be of concrete having a minimum compressive strength at 28 days of not less than 3,000 pounds per square inch. All materials, proportioning, and placing shall conform to the requirements of this code.
 1. The minimum wall thickness shall be 7 ½ inches.
 2. Walls shall be reinforced with no less three one-half inch diameter deformed ASTM A615 grade 40 steel bars placed horizontally at the corner wall, with one bar located at the top, one located near mid-height, and one located near the bottom. Vertical bars need to be placed no more than four foot on center.
 3. Prior to backfilling operations the top and bottom of foundation walls shall be laterally supported.
 4. Bottom lateral support may consist of one of the following:
 - a. A nominal two inch by four inch keyway may be formed into the footing.
 - b. 36 inch #4 rebar may be embedded into the footing at not more than four foot on center.
 - c. Minimum 3 ½ inch thick interior cast in place concrete floor slab.

Section R405.1 (IRC) Foundation drainage is amended to read as follows:

1. Every building hereafter erected with a basement shall have a subsoil drainage system placed under the basement floor and surrounding the outer walls of the building, with the tile invert set a minimum of eight (8) inches below the elevation of the basement floor. Such subsoil drainage system shall discharge water therefrom into a receptacle inside the foundation wall. Such receptacle shall terminate at least twenty-four (24) inches below the bottom of the basement floor and shall be at least twenty-four (24) inches in diameter or twenty (20) inches square. Materials of the drainage system shall be made of open jointed, horizontally split, or perforated bituminized fiber, pipe, or perforated plastic pipe not less than four (4) inches in diameter. The receptacle of sump water shall be made of concrete pipe, plastic manufactured, or a material approved by the Building Official, and a sump pump of suitable capacity shall be provided.
2. Construction of the drainage system. Subsoil drainage tile shall be installed on stable soil with coarse gravel backfill, size $\frac{1}{2}$ inch to 2 $\frac{1}{2}$ inch, over tile or other material approved by the Building Official, and at least twelve (12) inches in depth. The joints of open tile shall be covered with an approved asphalt saturated felt paper. Backfill should be placed to the original soil wall, whichever is less, in no case less than twelve (12) inches.
3. Discharge of subsoil water collected by the subsoil drainage system shall be lifted by the use of a sump pump and shall be discharged outside of the foundation wall. The discharge pipe shall be a minimum of 1 $\frac{1}{4}$ inch rigid pipe. When subsoil drainage system is so installed as to provide natural drainage by gravity, the sump pump will not be required.
4. Required inspections. The Building Official, upon notification from the permit holder or his agent, shall make the following inspections and shall either approve the subsoil drainage system or shall notify the permit holder or his or her agent wherein the same fails to comply with this code. Subsoil drainage inspection shall be made before the excavated areas are covered. If subsoil drainage system is to be drained by natural gravity, the Building Official may require water to flow through the system as proof that said system is working properly. Subsoil water shall not drain into the sanitary sewer system.
5. Existing buildings. If subsoil water is present in existing buildings draining into the sanitary sewer, the City Engineer or the Superintendent of the Water Pollution Control Plant shall require such drainage system as may be deemed adequate to eliminate said water from draining into the sanitary sewer.

Section 423.4 (IBC) Group E Occupancies adds the following exception:

4. Existing schools undergoing alterations, additions, or construction of new accessory buildings.

Section 901.8 (IBC) Fire Sprinkler Riser Room is amended as follows:

A fire sprinkler riser room shall be separated from the electrical room. The riser room shall have no electrical panels, devices, or apparatus inside the room other than the outlets or support equipment (lighting, air compressor, and heater) required for the use of the fire sprinkler system and/or the fire alarm panel. The sprinkler riser room shall not be accessed from the electrical room, but the electrical room may be accessed from the fire riser room.

Section 903.2.8.5 (IBC) & Section 313.2 (IRC) Group R One - and Two-Family Dwellings is added as follows:

An automatic residential fire sprinkler system shall be installed in one and two-family dwellings.

Exceptions:

1. An automatic fire sprinkler system shall not be required where additions or alterations are made to existing buildings that are not already provided with an automatic residential fire sprinkler system.
2. One and two-family dwellings containing less than eight thousand (8,000) square feet of floor space, excluding attached garages and other unenclosed areas.

Section 903.4.2 (IBC) Alarms is amended as follows:

An approved weather proof audible device suitable for outdoor use with 110 candela visual signal shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice size installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Section 907.2.2 (IBC) Group B is amended as follows:

A manual fire alarm system shall be installed in Group B occupancies where one of the following conditions exists:

1. The combined Group B occupant load of all floors is 500 or more.
2. The Group B occupant load is more than 100 persons above or below the lowest level of exit discharge.
3. The Group B fire area contains an educational occupancy for students above the twelfth (12th) grade with an occupant load greater than 50 persons.
4. The fire area contains an ambulatory care facility.

Section 907.2.3 (IBC) Group E is amended as follows:

In the absence of a complete automatic sprinkler system, a complete automatic detection system utilizing an emergency voice/alarm communication system shall be installed throughout the entire Group E occupancy. A Group E occupancy with a complete automatic sprinkler system shall be provided with a fire alarm system with a minimum of corridor smoke detection, at a maximum spacing of 30 feet on center, and heat or smoke detection in any hazardous or non-occupied area utilizing an emergency voice/alarm communication system in compliance with Section 907.5.2.2 and installed in accordance with Section 907.6. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system.

Exception:

1. Group E occupancies with an occupant load of less than 50.
2. Manual fire alarm boxes are not required in Group E occupancies where all of the following apply:
 - a. Interior corridors are protected by smoke detectors with alarm verification.
 - b. Auditoriums, cafeterias, gymnasiums and the like are protected by heat detectors or other approved detection devices.
 - c. Shops and laboratories involving dusts or vapors are protected by heat detectors or other approved detection devices.
 - d. Off-premises monitoring is provided.
 - e. The capability to activate the evacuation signal from a central point is provided.
 - f. In buildings where normally occupied spaces are provided with a two-way communication system between such spaces and a constantly attended receiving station from which a general evacuation alarm can be sounded, except in locations specifically designated by the fire code official.
 - g. Manual fire alarm boxes shall not be required in Group E occupancies where the building is equipped throughout with an approved automatic sprinkler system, the notification devices will activate on sprinkler water flow, and manual activation is provided from a normally occupied location.
 - h. Emergency voice/alarm communication systems meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall not be required in Group E occupancies with occupant loads of 100 or less, provided that activation of the fire alarm system initiates an approved occupant notification signal in accordance with Section 907.5.

Section 910.2.1 (IBC) Group F-1 or S-1 is amended as follows:

Smoke and heat vents installed in accordance with Section 910.3 or a mechanical smoke removal system installed in accordance with Section 910.4 shall be installed in buildings and portions thereof used as a Group F-1 or S-1 occupancy having more than 30,000 square feet (2787 m²) of undivided area. In occupied portions of a building equipped throughout with an automatic sprinkler system in accordance with 903.3.1.1, where the upper surface of the story is not a roof assembly, a mechanical smoke removal system in accordance with Section 910.4 shall be installed.

Exception:

Group S-1 aircraft repair hangars.

Section 915.1 (IBC) Carbon monoxide general is amended as follows:

Carbon monoxide detection shall be installed in new and existing buildings in accordance with Sections 915.1.1 through 915.6 and Iowa Administrative Code 661-211.

Section 1008.3.1 (IBC) Emergency power general is amended as follows:

In the event of the power supply failure in rooms and spaces that require two or more means of egress or are more than 400 square feet or greater, an emergency electrical system shall automatically illuminate all of the following areas:

1. Aisles.
2. Corridors.
3. Exit access stairways and ramps.

Section 1008.3.2 (IBC) Buildings is amended as follows:

In the event of the power supply failure in rooms and spaces that require two or more means of egress or are more than 400 square feet or greater, an emergency electrical system shall automatically illuminate all of the following areas:

1. Interior exit access stairways and ramps.
2. Interior and exterior exit stairways and ramps.
3. Exit passageways.
4. Vestibules and areas on the level of exit discharge used for exit discharge in accordance with Section 1028.1

5. Exterior landings as required by Section 1010.1.6 for exit doorways that lead directly to the exit discharge.

Section 1009.2 (IBC) Continuity and components is amended as follows:

Each required accessible means of egress shall be continuous to a public way and shall consist of one or more of the following:

1. Accessible route complying with Section 1104.
2. Interior exit stairways complying with Sections 1009.3 and 1023.
3. Exit access stairways complying with Section 1009.3 and 1019.3 or 1019.4.
4. Exterior exit stairways complying with Sections 1009.3 and 1027 and serving levels other than the level of exit discharge.
5. Elevators complying with Section 1009.4.
6. Platform lifts complying with Section 1009.5.
7. Horizontal exits complying with Section 1026.
8. Ramps complying with Section 1012.
9. Areas of refuge complying with Section 1009.6.
10. Exterior areas for assisted rescue complying with Section 1009.7 serving exits at the level of exit discharge.
11. Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Section 1010.1.6 (IBC) Landings at doors is amended as follows:

Landings shall have a width not less than the width of the stairway or door, whichever is greater. Doors in the fully open position shall not reduce a required dimension by more than 7 inches (178 mm). Where a landing serves an occupant load of 50 or more, doors in any position shall not reduce the landing to less than one-half its required width. Landings shall have a length measured in the direction of travel of not less than 44 inches (1118 mm). For landings required by Section 1010.1.5 to be the same elevation on each side of the door, exterior landings shall be provided with frost protection. **Exception:**

1. Landing length in the direction of travel in Groups R-3 and U and within individual units of Group R-2 need not exceed 36 inches (914 mm).

Section 1010.1.6.1 (IBC) Frost protection at exterior landings is added as follows:

Exterior landings at doors shall be provided with frost protection.

Section 1010.1.9.1 (IBC) Hardware is amended as follows:

Door handles, pulls, latches, locks, and operating devices on doors required to be accessible by Chapter 11 shall not require tight grasping, tight pinching or twisting of the wrist to operate. Thumb turn locks shall not be allowed.

Section 1013.1.1 (IBC) Additional exit signs is added as follows:

Exit signs may be required at the discretion of the Code Official to clarify an exit or exit access.

Section 1028.6 (IBC) Exit discharge pathway is added as follows:

Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Section 1029.1.1 (IBC) Bleachers is amended as follows:

Bleachers, grandstands, and folding and telescopic seating that are not building elements shall comply with International Code Council (ICC) 300, Standard for Bleachers, Folding and Telescopic Seating, and Grandstands, 2012 Edition, with the following amendments to ICC-300

ICC-300 105.2 Yearly inspection required. The owner shall cause all bleachers and folding and telescopic seating installed on or after December 1, 2011, to be inspected at least once a year in order to verify that the structure is maintained in compliance with the provisions of this standard. All folding and telescopic seating shall also be inspected to evaluate compliance with the manufacturer's installation and operational instructions during the opening and closing of such seating. Any inspection conducted in compliance with this section may be conducted by any knowledgeable person including, but not limited to, a person who has been instructed by the manufacturer or installer as to procedures and standards for inspections of the structure being inspected and including, but not limited to, the owner of the structure or an employee of the owner of the structure. There are no further restrictions on the identity or employment of the person conducting the inspection unless otherwise provided by law. The owner shall maintain documentation of the required annual inspections, which shall show the date and name of the person conducting the inspection and shall be initialed by the person conducting the inspection.

ICC-300 501.2 Inspections. All tiered seating that was installed prior to December 1, 2011, shall be inspected at least once a year. The required inspection may be conducted by any knowledgeable person including, but not limited to, a person who has been instructed by the manufacturer or installer as to procedures and standards for inspections of the structure being inspected and including, but not limited to, the owner of the structure or an employee of the owner of the structure. There are no further restrictions on the identity or employment of the person conducting the inspection unless otherwise provided by law. All folding and telescopic seating shall be inspected to evaluate compliance with the manufacturer's installation and operational instructions and shall be

inspected during the opening and closing of such seating. The owner shall maintain documentation of the required annual inspections, which shall show the date and name of the person conducting the inspection and shall be initialed by the person conducting the inspection.

Section 1030.5.3 (IBC) Window well drainage is added as follows:

All window wells shall be provided with approved drainage.

Section 1608.2 (IBC) Ground snow load is amended to read as follows:

The ground snow load to be used in determining the design snow load for roofs is hereby established at thirty (30) pounds per square foot. Subsequent increases or decreases shall be allowed as otherwise provided in this code, except that the minimum allowable flat roof load may not be reduced to not less than eighty (80) percent of the ground snow load.

Section 1809.5 (IBC) Frost protection is amended to read as follows:

Except where otherwise protected from frost, foundations and other permanent supports of buildings and structures shall be protected from frost by one or more of the following methods:

- a.) Extending below the frost line of the locality.
- b.) Constructing in accordance with ASCE 32.
- c.) Erecting on solid rock.

Exception: Free standing buildings meeting all of the following conditions shall not be required to be protected:

- a.) Detached garages, accessory to Group R-3 and R-3 occupancies and not meant for human occupancy.
- b.) 1,000 square feet or less in size and more than ten feet from a dwelling or attached garage may be provided with a floating slab which shall include a thickened slab edge of a minimum eight inches thick and tapered or squared from a width of six to 12 inches and have floors of Portland cement concrete not less than four inches thick.
- c.) Garage areas shall have all sod and debris removed before pouring.

Sec. 151.003. Deletions and miscellaneous provisions.

- a.) Delete in their entirety Chapters 27, 28, and 29 and all appendix chapters of the IBC.
- b.) Delete all appendix chapters of the International Existing Building Code (IEBC).

- c.) Delete any references of the International Plumbing Code and the International Electrical Code and substitute the Uniform Plumbing Code and National Electrical Code.
- d.) Copies of the IBC, IRC, and IEBC shall be kept available at the office of the Building Official or library for public inspection.
- e.) Structures existing prior to October 7, 1937, in which there is work involving additions, alterations or changes of occupancy, shall be made to conform to the requirements of the IBC (2015) and the IEBC (2015) as adopted by resolution of the city council. This shall apply to existing occupancies that will continue to be, or are proposed to be, in Groups A, B, E, F, M, R, S, and U. These provisions shall not apply to buildings with occupancies in the Group H or I.
- f.) It shall be unlawful for any person, firm, or corporation to erect, construct, enlarge, alter, move, remove, convert or demolish, equip, use, or maintain any building or structure in the city, or cause the same to be done, contrary to or in violation of any of the provisions of this code.
- g.) Any building or additions to any building erected or in the process of erection, contrary to the provisions of the Building Code as herein amended, shall after notice and failure to comply, be deemed a nuisance and may be abated as such.

Article II. Any previous amendments thereto, which are inconsistent with the attachment are hereby specifically repealed and the attachment is enacted as a substitute therefore.

Article III. The public hearing required on this amendment shall be held in the Council Chambers of City Hall, 24 N. Center Street, Marshalltown, Iowa at 5:30 p.m. local time, on the 22nd day of July, 2019, and the City Clerk is directed to cause a publication of the notice of public hearing in one issue of the Marshalltown Times Republican, a newspaper in Marshalltown, Marshall County, Iowa, not less than 4 days nor more than 10 days prior to the date of public hearing fixed herein.

Article IV. This ordinance shall be in full force and effect from and after public notice of hearing on this amendment has been duly given as required by the statutes of the State of Iowa and said public hearing has been duly held and after passage by the Council and publication as is provided by law.

Passed this ____ day of July, 2019, and signed this ____ day of July, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

ORDINANCE 14984

Public Hearing Notice

The Marshalltown City Council will hold a public hearing on a proposal for adoption by reference, with certain amendments, the following codes published by the International Code Council: International Building Code, 2015 edition (IBC); International residential Code, 2015 edition (IRC); and the International Existing Building Code, 2015 edition (IEBC).

The hearing will occur in conjunction with the final reading of Ordinance 14984 amending the code of ordinances, City of Marshalltown, Iowa, by adopted the 2015 editions of the International Building Code, International Residential Code, and International Existing Building Code, by reference as amended at 5:30 PM on Monday, July 22, 2019, at the Marshalltown City Council Chambers at 10 West State Street, Marshalltown, Iowa. Any individual may file written comments and/or be heard at said hearing. More information on the proposed ordinance and the codes as referenced are available for public inspection at the City Clerk's office during normal business hours. This notice is published by order of the City Council pursuant to sections 362.3 and 380.10 of the Code of Iowa.

/s/ Shari Coughenour, City Clerk, City of Marshalltown, Iowa.

#2019-

AN ORDINANCE AMENDING THE MUNICIPAL CODE OF THE CITY OF MARSHALLTOWN, IOWA, BY REPEALING CHAPTER 91 THERE OF ENTITLED "FIRE PREVENTION CODE," CONSISTING OF THE INTERNATIONAL FIRE CODE (IFC), 2006 EDITION AS AMENDED; AND ENACTING AND ADOPTING A NEW CHAPTER 91 IN LIEU THEREOF ENTITLED "FIRE PREVENTION CODE," BEING THIS ORDINANCE HEREAFTER SET OUT, WHICH ADOPTS BY REFERENCE, WITH CERTAIN AMENDMENTS, THE INTERNATIONAL FIRE CODE 2015 EDITION, INCLUDING APPENDICES A, B, C, D, E, F, G, H, I, J, K, L, AND M AND PUBLISHED BY THE INTERNATIONAL CODE COUNCIL, INC., REGULATING CONDITIONS HAZARDOUS TO LIFE AND/OR PROPERTY FROM FIRE OR EXPLOSION IN THE CITY OF MARSHALLTOWN, IOWA; AND CONTINUE A BUREAU OF FIRE PREVENTION AND PROVIDING OFFICERS THEREOF, AND DEFINING THEIR POWERS AND DUTIES IN THE ISSUANCE OF PERMITS AND COLLECTION OF FEES THEREOF; AND REGULATION THE PROHIBITION, STORAGE, HANDING AND USE OF FLAMMABLE OR COMBUSTIBLE OR HAZARDOUS MATERIAL, AND PROVIDING PENALTIES FOR THE VIOLATION THEREOF; AND BY REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THERE WITH.

WHEREAS the City of Marshalltown Fire Department reviews fire regulations as necessary and recommends approval of the International Fire Code, 2015 Edition (hereinafter to be known as the **IFC**), including Appendices A, B, C, D, E, F, G, H, I, J, K, L, and M as published by the International Code Council, Inc. in cooperation with the International Conference of Building Officials of Whittier, California. The provisions of said fire code shall be controlling for the safeguarding of life and property from the hazards of fire and explosion arising from the storage, handling and using of hazardous substances, materials, and devices, and from conditions hazardous to life or property in the use of occupancy of buildings or premises and in all matters covered by said Fire Code within the corporate limits of the City of Marshalltown, Iowa, and shall be known as the Marshalltown Fire Code.

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

Article I. Chapter 91 of the Code of Ordinances, City of Marshalltown, Iowa, is amended by striking Sections 91.001 through 91.002 and Sections 91.020 through 91.026 inserting in lieu thereof the following:

"CHAPTER 91"
FIRE CODE

Sec. 91.001. Adoption of fire prevention code.

Unless specifically provided for in other codes or city ordinances, the International Fire Code, 2015 Edition (hereinafter to be known as the **IFC**), including Appendices A,B, C, D, E, F, G, H, I, J,K, L, and M as published by the International Code Council, Inc. in cooperation with the International Conference of Building Officials of Whittier, California, and except as modified as to portions thereof as are deleted, substituted, redefined or inserted in this article, is adopted by reference, is on file with the city clerk and is fully incorporated as the Fire Prevention Code of the city. The provisions of said Fire Code shall be controlling for the safeguarding of life and property from the hazards

substances, materials, and devices, and from conditions hazardous to life or property in the use of occupancy of buildings or premises and in all matters covered by said Fire Code within the corporate limits of the City of Marshalltown, Iowa, and shall be known as the Marshalltown Fire Code.

Sec. 91.002. Amendments, definitions, substitutions or deletions.

The Fire Prevention Code adopted in section 91.001 is amended in the following respects:

Section 101.1 Title is amended to read as follows:

These regulations shall be known as the Fire Code of Marshalltown, hereinafter referred to as “this code”. Any reference to a Section number shall mean to this code unless stated otherwise.

Section 105.1.1 Permits required is amended to read as follows:

A property owner or owner’s authorized agent who intends to conduct an operation or business, or install or modify systems and equipment that are regulated by this code, or cause any such work to be performed, shall first make application to the fire code official and obtain the required permits. The minimum permit fee shall be established by Resolution of the City Council without amending this ordinance.

Section 109.4 Violation penalty is amended to read as follows:

Persons who shall violate a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a municipal infraction, punishable as outlined in Section 10.999(c), Code Of Ordinances for the City of Marshalltown. Each day that a violation continues after due notice has been served shall be deemed a separate offense.

Section 307.1 Open burning – General is amended to read as follows:

A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved in accordance with Sections 307.1.1 through 307.5 and Section 91.020 of the Marshalltown City Code.

Section 308.1.4 Open-flame cooking device is amended to read as follows:

Charcoal burners, other open-flame cooking devices, and other devices that produce ashes or embers shall not be operated on balconies or within 20 feet (3048 mm) of combustible construction. Location of LP containers shall comply with Section 6104.

Exceptions:

1. One and two-family dwellings, constructed in accordance with the International Building Code.
2. LP-gas cooking devices having LP-gas container with a water capacity not greater than 20 pounds.

Section 315.3.3 Equipment room is amended as follows:

Combustible material shall not be stored in boiler rooms, mechanical rooms, and electrical rooms or in fire command centers as specified in Section 508.1.5.

Exception:

1. In sprinklered equipment rooms that have sufficient space to allow a minimum of 10 feet between all combustible storage and the heating, mechanical, or electrical equipment in the room.

Table 405.2 Fire and Evacuation Drill Frequency and Participation is amended as follows:

<u>GROUP OR OCCUPANCY</u>	<u>FREQUENCY</u>	<u>PARTICIPATION</u>
Group A	Quarterly	Employees
Group B(c)	Annually	Employees
Group E	See (a) below	All occupants
Group I	Quarterly on each shift	Employees
Group I-1(b) and Group R-4	Quarterly	All occupants
Group R-1	Quarterly on each shift	Employees
Group R-2(d)	Four annually	All occupants
High-rise	Annually	Employees

- a. Quarterly (4 fire and four tornado) in accordance with Iowa Code Chapter 100. In severe climates, the fire code official shall have the authority to modify the emergency evacuation drill frequency.
- b. Fire and evacuation drills in assisted living facilities shall include complete evacuation of the premises in accordance with Section 403.10.3.6. Drills shall be conducted not less than six times per year on a bi-monthly basis, with not less than two drills conducted during the night when residents could reasonably be expected to be sleeping. The drills shall be permitted to be announced in advance to the residents. Where occupants receive habilitation or rehabilitation training, fire prevention and fire safety practices shall be included as part of the training.
- c. Group B buildings that have an occupant load of 500 or more persons or more than 100 persons above or below the lowest level of discharge.
- d. Applicable to Group R-2 college and university buildings in accordance with Section 403.10.2.

Section 503.2.1 Dimensions is amended as follows:

Fire apparatus roads shall have an unobstructed width of not less than 20 feet (6096 mm) exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4268 mm).

Section 505.1 Address identification is amended as follows:

New and existing buildings shall have approved address numbers, building numbers or approved building identification placed in a position that is plainly legible and visible the street or road fronting the property. These numbers shall be black or white and shall contrast with their background. Where required by the fire code official, address numbers shall be provided in greater dimension or additional approved locations to facilitate emergency response. Address numbers shall be Arabic numbers or alphabetical letters. Numbers and letters shall be a minimum height and stroke width as delineated by Table 505.1. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole, or other sign shall be used to identify the structure. Address number shall be maintained.

Table 505.1 Minimum height and stroke width is added as follows:

Table 505.1

Minimum Height and Stroke Width (a, b)

Distance from the centerline of the public way (ft)		Minimum Height (in)	Minimum Stroke Width (in)
Less than 100		4	1/2"
100	199	6	3/4"
200	299	8	1
Each additional 100		Add 2"	Add 1/2"

- a. Exterior suite identification, minimum height shall be 4 inches and stroke width shall be 1/2 inch
- b. Interior suite identification, minimum height shall be 2 inches and stroke width shall be 1/2 inch.

Section 507.5.1 Hydrant for fire department connections is amended as follows:

Buildings equipped with a fire department connection installed in accordance with Section 912 shall have a fire hydrant located on a fire access road within 100 feet (30 m) of the fire department connection as measured by an approved route around the exterior of the building.

Exception:

The distance shall be permitted to exceed 100 feet (30 m) where approved by the fire code official.

Section 511 Fire and emergency vehicle lane is added.

Section 511.1 General is added as follows:

Fire and emergency vehicle lanes shall be provided and maintained in accordance with Section 511.1 through 511.6 and referred to as fire lanes in this ordinance.

Section 511.2 Purpose is added as follows:

The requirement that Fire Lanes be established in certain areas and the enforcement of restrictions on parking in such Fire Lanes established in this Chapter are designed to ensure adequate access to commercial, office, multi-family, and other high density facilities by fire-fighting and other emergency vehicles.

Section 511.3 Designation is added as follows:

The Fire Code Official may designate fire lanes on public and private property as deemed necessary for the protection of life and property.

Section 511.4 Obstruction is added as follows:

No person shall park or place a vehicle or other obstruction in a designated fire lane that would prevent such fire lane from being immediately accessible to emergency vehicles, or deter or hinder emergency vehicles from gaining immediate access to the fire lane. A written request for a temporary obstruction of a fire lane shall be submitted to the fire code official for approval.

Section 511.5 Signs and markings is added as follows:

Whenever a fire lane has been designated, the fire code official shall cause appropriate signs and markings to be placed identifying such fire lanes. Signs and markings shall be maintained in a clean and legible condition at all times and shall be replaced or repaired to provide adequate visibility. Fire lanes may be established or relocated at the time of plan review, site inspection, and/or during post construction site inspection, as well as any time during the life of the occupancy. All designated fire lanes shall be clearly marked in the following manner:

1. Vertical curbs shall be painted red on the top and side, extending the length of the designated fire lane. Rolled curbs or surfaces without curbs shall have a red (6) inch wide stripe painted the length of the designated fire lane. One of the following lettering methods shall be utilized:
 - a. The words “NO PARKING – FIRE LANE” shall be stenciled with three (3) inch white letters and a minimum three-quarter (3/4) inch stroke on the face of the curbing, or in the absence of vertical curbing, on the painted red stripe. Spacing shall be at fifty (50) foot intervals or portions thereof
2. Signage identifying fire lanes shall conform with the following:
 - a. Eighteen (18) inches tall and twelve (12) inches wide with red letters on a white reflective background.
 - b. Verbiage to read “Fire Lane – No Parking”.
 - c. Signs shall be placed two (2) to four (4) feet from the edge of the fire lane with the bottom of the sign no less than five (5) feet from the ground and spaced every one-hundred (100) feet.

- d. Sign may be placed on a building when approved by the fire code official.

Section 604.8 Shutdown of emergency and standby power is added as follows:

In addition to the requirements of NFPA 110 for a remote manual stop, a switch of an approved type shall be provided to shut down the generator. The switch shall be provided at a location approved by the fire code official.

Section 604.9 Emergency generator sign is added as follows:

Main electrical disconnects and main breaker panels supplied by the generator shall be provided with approved signs. Additionally, doors accessing emergency and standby power systems shall be provided with approved signs. Approved signs shall contain the word "CAUTION" in black letters at least two (2) inches high on a yellow background. Signs shall be placed so as to be readily discernible.

Section 609.1 General is amended as follows:

Commercial kitchen exhaust hoods shall comply with the requirements of National Fire Protection Association (NFPA) 96, Standard for Ventilation Control and Fire Protection of Commercial Cooking Operations, 2017 edition.

Section 703.2.3 Door operation is amended as follows:

Swinging fire doors shall close from the full open position and latch automatically. The door closer shall:

1. Exert enough force to close and latch the door from any partially open position.
2. Be Underwriters Laboratory (UL) listed and of hydraulic type, spring type shall not be allowed.

Section 807.5.2.1 Storage in corridors and lobbies is amended as follows:

Clothing and personal effects shall not be stored in corridors and lobbies.

Exceptions:

1. Corridors protected by an approved automatic sprinkler system installed in accordance with Section 907.3.3.1.
2. Storage in metal lockers provided the minimum required egress width is maintained.

Section 901.4.6.1 Fire sprinkler riser room is added as follows:

A fire sprinkler riser room shall be separate from the electrical room. The riser room shall have no electrical panels, devices, or apparatus inside the room other than the outlets or support equipment (lighting, air compressor, and heater) required for the use of the fire

sprinkler system and/or the fire alarm panel. The sprinkler riser room shall not be exclusively accessed from the electrical room, but the electrical room may be accessed from the riser room.

Section 903.2.8.5 Residential Sprinkler is added as follows:

An automatic residential fire sprinkler system shall be installed in one and two-family dwellings.

Exceptions:

1. An automatic fire sprinkler system shall not be required where additions or alterations are made to existing buildings that are not already provided with an automatic residential fire sprinkler system.
2. One and two-family dwellings containing less than eight thousand (8,000) square feet of floor space, excluding attached garages and other unenclosed areas.

Section 903.4.2 Alarms is amended as follows:

An approved weather-proof audible device suitable for outdoor use with 110 candela visual signal shall be connected to every automatic sprinkler system. Such sprinkler water-flow alarm devices shall be activated by water flow equivalent to the flow of a single sprinkler of the smallest orifice installed in the system. Alarm devices shall be provided on the exterior of the building in an approved location. Where a fire alarm system is installed, actuation of the automatic sprinkler system shall actuate the building fire alarm system.

Section 907.2.2 Group B is amended as follows:

A manual fire alarm system shall be installed in Group B occupancies where one of the following conditions exists:

1. The combined Group B occupant load of all floors is 500 or more.
2. The Group B occupant load is more than 100 persons above or below the lowest level of exit discharge.
3. The Group B fire area contains an educational occupancy for students above the twelfth (12th) grade with an occupant load greater than 50 persons.
4. The fire area contains an ambulatory care facility.

Section 907.2.3 Group E is amended as follows:

In the absence of a complete automatic sprinkler system, a complete automatic detection system utilizing an emergency voice/alarm communication system shall be installed throughout the entire Group E occupancy. A Group E occupancy with a complete

automatic sprinkler system shall be provided with a fire alarm system with a minimum of corridor smoke detection, at a maximum spacing of 30 feet on center, and heat or smoke detection in any hazardous or non-occupied area utilizing an emergency voice/alarm communication system in compliance with Section 907.5.2.2 and installed in accordance with Section 907.6. When automatic sprinkler systems or smoke detectors are installed, such systems or detectors shall be connected to the building fire alarm system.

Exception:

1. Group E occupancies with an occupant load of less than 50.
2. Manual fire alarm boxes are not required in Group E occupancies where all of the following apply :
 - a. Interior corridors are protected by smoke detectors with alarm verification.
 - b. Auditoriums, cafeterias, gymnasiums and the like are protected by heat detectors or other approved detection devices.
 - c. Shops and laboratories involving dusts or vapors are protected by heat detectors or other approved detection devices.
 - d. Off-premises monitoring is provided.
 - e. The capability to activate the evacuation signal from a central point is provided.
 - f. In buildings where normally occupied spaces are provided with a two-way communication system between such spaces and a constantly attended receiving station from which a general evacuation alarm can be sounded, except in locations specifically designated by the fire code official.
 - g. Manual fire alarm boxes shall not be required in Group E occupancies where the building is equipped throughout with an approved automatic sprinkler system, the notification devices will activate on sprinkler water flow, and manual activation is provided from a normally occupied location.
 - h. Emergency voice/alarm communication systems meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall not be required in Group E occupancies with occupant loads of 100 or less, provided that activation of the fire alarm system initiates an approved occupant notification signal in accordance with Section 907.5.

Section 915.1 Carbon monoxide general is amended as follows:

Carbon monoxide detection shall be installed in new and existing buildings in accordance with Sections 915.1.1 through 915.6, Section 1103.9, and Iowa Administrative Code 661-211.

Section 1003.8 Frost protection is added as follows:

Exterior landings at doors shall be provided with frost protection.

Section 1008.3.1 General is amended as follows:

In the event of the power supply failure in rooms and spaces that require two or more means of egress or are more than 400 square feet or greater, an emergency electrical system shall automatically illuminate all of the following areas:

1. Aisles.
2. Corridors.
3. Exit access stairways and ramps.

Section 1008.3.2 Buildings is amended as follows:

In the event of the power supply failure in rooms and spaces that require two or more means of egress or are more than 400 square feet or greater, an emergency electrical system shall automatically illuminate all of the following areas:

1. Interior exit access stairways and ramps.
2. Interior and exterior exit stairways and ramps.
3. Exit passageways.
4. Vestibules and areas on the level of exit discharge used for exit discharge in accordance with Section 1028.1
5. Exterior landings as required by Section 1010.1.6 for exit doorways that lead directly to the exit discharge.

Section 1009.2 Continuity and components is amended as follows:

Each required accessible means of egress shall be continuous to a public way and shall consist of one or more of the following:

1. Accessible route complying with Section 1104.
2. Interior exit stairways complying with Sections 1009.3 and 1023.
3. Exit access stairways complying with Section 1009.3 and 1019.3 or 1019.4.
4. Exterior exit stairways complying with Sections 1009.3 and 1027 and serving levels other than the level of exit discharge.

5. Elevators complying with Section 1009.4.
6. Platform lifts complying with Section 1009.5.
7. Horizontal exits complying with Section 1026.
8. Ramps complying with Section 1012.
9. Areas of refuge complying with Section 1009.6.
10. Exterior areas for assisted rescue complying with Section 1009.7 serving exits at the level of exit discharge.
11. Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Section 1010.1.6. Landings at doors is amended as follows:

Landings shall have a width not less than the width of the stairway or door, whichever is greater. Doors in the fully open position shall not reduce a required dimension by more than 7 inches (178 mm). Where a landing serves an occupant load of 50 or more, doors in any position shall not reduce the landing to less than one-half its required width. Landings shall have a length measured in the direction of travel of not less than 44 inches (1118 mm). For landings required by Section 1010.1.5 to be the same elevation on each side of the door, exterior landings shall be provided with frost protection.

Exception:

1. Landing length in the direction of travel in Groups R-3 and U and within individual units of Group R-2 need not exceed 36 inches (914 mm).

Section 1010.1.6.1 Frost protection at exterior landings is added as follows:

Exterior landings at doors shall be provided with frost protection.

Section 1010.1.9.1 Hardware is amended as follows:

Door handles, pulls, latches, locks, and operating devices on doors required to be accessible by Chapter 11 shall not require tight grasping, tight pinching or twisting of the wrist to operate. Thumb turn locks shall not be allowed.

Section 1028.6 Exit discharge pathway is added as follows:

Components of exterior walking surfaces shall be concrete, asphalt, or other approved hard surface.

Section 1029.1.1 Bleachers is amended as follows:

Bleachers, grandstands, and folding and telescopic seating that are not building elements shall comply with International Code Council (ICC) 300, Standard for Bleachers, Folding and Telescopic Seating, and Grandstands, 2012 Edition, with the following amendments

to ICC-300

ICC-300 105.2 Yearly inspection required. The owner shall cause all bleachers and folding and telescopic seating installed on or after December 1, 2011, to be inspected at least once a year in order to verify that the structure is maintained in compliance with the provisions of this standard. All folding and telescopic seating shall also be inspected to evaluate compliance with the manufacturer's installation and operational instructions during the opening and closing of such seating. Any inspection conducted in compliance with this section may be conducted by any knowledgeable person including, but not limited to, a person who has been instructed by the manufacturer or installer as to procedures and standards for inspections of the structure being inspected and including, but not limited to, the owner of the structure or an employee of the owner of the structure. There are no further restrictions on the identity or employment of the person conducting the inspection unless otherwise provided by law. The owner shall maintain documentation of the required annual inspections, which shall show the date and name of the person conducting the inspection and shall be initialed by the person conducting the inspection.

ICC-300 501.2 Inspections. All tiered seating that was installed prior to December 1, 2011, shall be inspected at least once a year. The required inspection may be conducted by any knowledgeable person including, but not limited to, a person who has been instructed by the manufacturer or installer as to procedures and standards for inspections of the structure being inspected and including, but not limited to, the owner of the structure or an employee of the owner of the structure. There are no further restrictions on the identity or employment of the person conducting the inspection unless otherwise provided by law. All folding and telescopic seating shall be inspected to evaluate compliance with the manufacturer's installation and operational instructions and shall be inspected during the opening and closing of such seating. The owner shall maintain documentation of the required annual inspections, which shall show the date and name of the person conducting the inspection and shall be initialed by the person conducting the inspection.

Section 1030.5.3 Window well drainage is added as follows:

All window wells shall be provided with approved drainage.

Section 1103.7.1 Existing Group E shall be amended as follows:

Existing Group E occupancies shall be provided with a fire alarm system utilizing an emergency voice/alarm communication system in conjunction with Section 907.5.2.2 and installed in accordance with Section 907.6. As a minimum, smoke detection shall be provided in corridors at a maximum spacing of 30 feet on center, and heat or smoke detection shall be provided in any hazardous or non-occupied areas.

Exceptions:

1. A building with a maximum area of 1,000 square feet that contains a single classroom and is located no closer than 50 feet of another building.
2. Group E occupancy with an occupant load of less than 50.

3. Emergency voice/alarm communication systems meeting the requirements of Section 907.5.2.2 and installed in accordance with Section 907.6 shall not be required in Group E occupancies with occupant loads of 100 or less, provided the activation of the fire alarm system initiates an approved notification signal in accordance with Section 907.5.

Section 1103.8 Single and multiple-station smoke alarms is amended as follows:

Single and multiple-station smoke alarms shall be installed in existing Group I-1 and R occupancies in accordance with Sections 1103.8.1 through 1103.8.4.

Section 1103.8.4 Smoke alarm service life is added as follows:

Single-station battery operated smoke alarms shall be replaced in accordance with the manufacturer's instructions.

Section 1103.9 Carbon monoxide alarms is amended as follows:

Existing I-1, I-2, I-4, and R occupancies shall be equipped with carbon monoxide alarms in accordance with Section 915 and Iowa Administrative Code 661-211.

Section 1107 Requirements for fuel fired appliances is added.

Section 1107.1 Protection of fuel fired appliances is added as follows:

Where required or upon notification from the fire code official an existing building or tenant space containing a fuel fired appliance(s) shall be protected as required in Table 509, Incidental Uses, in the International Building Code 2015 edition.

Chapter 38 Special Events is added.

Section 3801 General is added.

Section 3801.1 Scope is added as follows:

Special events including trade shows and exhibitions, outdoor assembly events, and special amusement buildings shall comply with this chapter and Section 1028. Temporary indoor vehicle displays and vehicle competition or demonstrations shall comply with this chapter and Section 314.

Section 3801.2 Site plan is added as follows:

A detailed site plan shall be submitted to the fire code official with each permit application for approval. Permit application and site plan shall be submitted a minimum of 30 business days prior to the event. Site plans shall include, but not be limited to:

1. Location of fencing or means to confine attendees.

2. The means of egress.
3. Location and width of exits and aisles.
4. Location of exit signs.
5. Total square footage of the enclosed space.
6. Location and arrangement of all tents, booths, and cooking equipment.
7. Location of all fire protection equipment.
8. Type and location of heating and electrical equipment where applicable.
9. Location of fire and emergency service access roads where applicable.

Section 3802 General Requirements is added.

Section 3802.1 Access for firefighting and medical services is added as follows:

Approved vehicle access for firefighting and medical services shall be provided in accordance with Sections 503 and 512.

Section 3802.2 Combustible storage is added as follows:

Combustible materials stored at special events shall be stored in approved locations and containers.

Section 3802.3 Fire protection equipment clearance is added as follows:

Clearance around all fire protection equipment shall be in accordance with Section 507.5.4 and 507.5.5.

Section 3802.4 Fire extinguishers is added as follows:

Fire extinguishers shall be in accordance with Section 906 and NFPA 10.

Section 3802.5 Fire watch is added as follows:

Fire watch, if required, shall be in accordance with Section 403.12.1.

Section 3802.6 Housekeeping is added as follows:

The special event area and related areas shall be kept free from combustible debris.

Section 3802.7 LP-gas heater is added as follows:

Fuel supplies for liquefied-petroleum gas-fires heaters shall comply with Chapter 61 of the International Fire Code.

Section 3802.8 Open flame device is added as follows:

Open flame devices shall comply with Section 308.

Section 3802.8 Waste disposal is added as follows:

Combustible debris shall not be allowed to accumulate at special events. Combustible debris, rubbish, and waste material shall be removed from special events at the end of each shift worked. Combustible debris, rubbish, and waste material shall not be disposed of by burning on the site.

Section 3803 Trade shows and exhibitions is added.

Section 3803.1 General is added as follows:

Trade shows and exhibitions conducted within any occupancy shall comply with Chapter 38.

Section 3803.2 Vehicles is added as follows:

Liquid and gas fueled and electric vehicles, boats, or other motor-craft and equipment used for display or demonstration within a building shall be in accordance with Section 314.

Section 3803.3 Means of egress is added as follows:

Means of egress shall comply with this section and the requirements of Chapter 10.

Section 3803.4 Travel distance is added as follows:

The maximum travel distance from any point in an exhibit to an exit access aisle shall not exceed 50 feet.

Section 3803.5 Aisle width is added as follows:

Minimum aisle width inside a trade show or exhibition shall comply with the following:

<u>Square Footage of Exhibition</u>	<u>Minimum Aisle Width</u>
Less than 5,000 square feet	6 feet
5,000 to 15,000 square feet	8 feet
Greater than 15,000 square feet	10 feet

Section 3803.5.1 Obstructions is added as follows:

Aisles shall be kept clear of all obstructions, including but not limited to, fixtures and displays of goods for sale, chairs, tables, products, and displays.

Section 3803.5.2 Exit signs is added as follows:

Exit signs shall be visible from all locations in the occupancy.

Section 3803.6 Demonstration cooking and warming equipment or devices is added as follows:

Equipment and devices shall be isolated from the public by not less than 4 feet or by a non-combustible 3-sided barrier between the equipment and the public.

Section 3803.6.1 Protection is added as follows:

Single-well cooking equipment using combustible oils shall meet the following:

1. A noncombustible lid of sufficient size to cover the cooking well completely shall be immediately available.
2. The cooking surface shall not exceed 288 square inches.
3. The equipment shall be placed on a noncombustible surface.
4. Cooking equipment shall be separated from combustible materials by a horizontal distance of at least 2 feet.

Section 3803.6.2 Butane is added as follows:

Butane for cooking equipment shall be limited to one 10 ounce cylinder and one spare of the same size in storage, per appliance.

Section 3804 Outdoor assembly events is added.

Section 3804.1 General is added as follows:

Outdoor assembly events shall be in accordance with Section 3804 and Chapter 10.

Section 3804.2 Occupant load is added as follows:

The fire code official shall establish an occupant load for the event site.

Section 3804.3 Exits is added as follows:

Exits shall comply with Chapter 10 and be as remote from each other as practical and shall be provided as follows:

<u>Occupant Load</u>	<u>Minimum Number of Exits</u>
1 to 500	2
501 to 1,000	3
1,001 to 1,500	4
Each additional 500	Add 36 additional inches of exit width

Section 3804.4 Exit Width is added as follows:

The aggregate clear width of exits shall be a minimum of 36 inches wide for each 500 persons accommodated.

Section 3804.5 Exit sign is added as follows:

Exits shall be identified with signs. The signs shall be weather-resistant with lettering on a contrasting background. The lettering shall be of sufficient height to be visible from 75 feet. Placement of exit signs shall be approved by the fire code official.

Section 3804.6 Concession stands, food booths, and retail booths is added.

Section 3804.6.1 General is added as follows:

Concession stands, food booths, and retail booths shall be in accordance with Section 3804.6.

Section 3804.6.2 Distances is added as follows:

A minimum of 20 feet shall be provided between every 150 linear feet of booth space. A minimum of 30 feet shall be provided between booths used for cooking and vehicles, generators, or any other internal combustion engines. A minimum of 30 feet shall be provided between booths used for cooking and amusement rides.

Section 3804.6.3 Cooking appliances and devices is added as follows:

Cooking equipment and devices shall be isolated from the public by not less than 4 feet or by a non-combustible 3-sided barrier between the equipment and the public. Single-well cooking equipment using combustible oils shall meet the following:

1. A noncombustible lid of sufficient size to cover the cooking well completely shall be immediately available.
2. The cooking surface shall not exceed 288 square inches.
3. The equipment shall be placed on a noncombustible surface.

4. Cooking equipment shall be separated from combustible materials by a horizontal distance of at least 2 feet.

Section 3804.6.4 Liquefied petroleum gas (LP-gas) is added as follows:

LP-gas shall be in accordance with Chapter 61 and NFPA 58.

Section 3804.6.5 Maximum number and quantity is added as follows:

A maximum of a total aggregate water capacity of 50 gallons of LP-gas is permitted at one concession stand or booth used for cooking.

Section 3804.6.6 Storage of containers is added as follows:

LP-gas containers shall be stored in accordance with Chapter 61.

Section 3804.6.7 Generators /electrical is added as follows:

Generators shall be installed at least 10 feet from combustible materials and shall be isolated from the public by physical guard, fence, or enclosure installed at least 3 feet away from the power source, and be provided with a fire extinguisher per Section 906 and NFPA 10.

Section 3805 Mobile food vehicles is added.

Section 3805.1 General is added as follows:

Mobile food vehicles which are temporarily or permanently stored on a property where food items are processed or prepared and sold to the public shall comply with this section.

Exception:

Food peddlers operating a retail food establishment from a vehicle designated to be readily movable in which food is sold or given away, but not composed, compounded, thawed, reheated, cut, cooked, processed or prepared.

Section 3805.2 Type I hood is added as follows:

A type I hood shall be installed at or above all commercial cooking equipment and domestic cooking appliances used for commercial purposes that produce grease vapors.

Section 3805.2.1 Maintenance is added as follows:

Hoods shall be inspected, tested, and maintained in accordance with this code.

Section 3805.2.2 Inspection and tests is added as follows:

Kitchen hood extinguishment systems shall be inspected and tested annually by a State if Iowa licensed fire protection contractor. Mobile food vehicles shall be inspected annually by the fire code official for compliance with this section. Inspection shall occur in conjunction with annual Peddler/Solicitor/Transient Merchant application process.

Section 3805.3 Fire extinguisher is added as follows:

An approved 2A:20 B:C rated dry chemical extinguisher shall be provided within 30 feet of any commercial cooking equipment. Additionally, cooking equipment involving solid fuels or vegetable or animal fats and oils shall be protected by a Class K rated portable fire extinguisher in accordance with Section 904.12.5.1 or 904.12.5.2 as applicable.

Section 3805.4 Liquefied petroleum gas (LP-gas) is added as follows:

LP-gas shall be in accordance with Chapter 61 and NFPA 58.

Section 3805.4.1 Maximum quantity is added as follows:

A maximum of two LP-gas containers with a total aggregate water capacity of 50 gallons (190 L) is permitted at one mobile food vehicle.

Section 3805.4.2 LP-gas cylinder hose is added as follows:

Hoses shall be designed for a working pressure of 350 psig with a safety factor of 5 to 1 and shall be continuously marked with LP-Gas, Propane, and 350 PSI working pressure and the manufacturer's name or trademark. Hose assemblies, after the application of couplings, shall have a design capacity of 700 psig. Hose assemblies shall be leak tested at the time of installation at not less than the operating pressure of the system in which they are installed.

Section 3805.5 Location is added as follows:

Mobile food vehicles shall not be located within 20 feet of buildings, tents, canopies, or membrane structures.

Section 3806 Special amusement buildings is added

Section 3806.1 General is added as follows:

Special amusement buildings shall be in accordance with this section and Section 411 of the International Building Code.

Exception:

Amusement buildings or portions thereof, which are without walls or a roof and are constructed to prevent the accumulation of smoke.

Section 3806.2 Use of combustible decorative material is added as follows:

Use of decorative combustible materials shall be in accordance with Chapter 8.

Section 3806.3 Assistance is added as follows:

Adult monitors with flashlights shall be available to provide assistance in the event someone becomes disoriented or lost. One adult monitor shall be provided for every 60 persons.

Section 3806.4 Automatic sprinkler system is added as follows:

Special amusement buildings shall be equipped throughout with an automatic sprinkler system in accordance with Chapter 9.

Section 3806.5 Temporary special amusement building is added as follows:

Where the special amusement building is temporary, the sprinkler water supply shall be of an approved temporary means. The sprinkler piping shall be connected to a temporary water supply having sufficient capacity (flow and pressure) to supply residential or standard quick spray response heads at a minimum design density of 0.15 gpm per square foot of protected floor space. The temporary water supply may be connected to a domestic water line, a fire line, or temporary on-site storage tank as long as the minimum design densities are met.

Section 5704.2.9.6.1 Locations where above-ground tanks are prohibited is amended as follows:

Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited within the limits established by law as the limits of districts in which such storage is prohibited.

Exception:

Areas zoned as M1 and M2.

**“CHAPTER 91”
OPEN BURNING**

Sec. 91.020 Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Backyard. Backyard means any area as defined under Ch. 158 of the code of ordinances.

Backyard burning. The burning of natural vegetation originating on the premises and burnt by individuals domiciled on or owning the premises. Natural vegetation includes, but is not limited to leaves, grass, small branches, flower remains and trimmings.

Bonfire. An outdoor fire utilized for ceremonial purposes that exceeds the size requirements of a recreational fire.

Garbage. All solid and semi-solid putrescible and nonputrescible animal and vegetable wastes resulting from the handling, preparing, cooking, storing and serving of food or of material intended for use as food.

Hazardous conditions. Environmental factors, such as wind, temperature, and relative humidity that contribute to hazardous burning conditions.

Open burning. Any burning of materials wherein products of combustion are emitted directly into the ambient air without passing through a stack or chimney from an enclosed chamber as defined by the International Fire Code as adopted by the City of Marshalltown. Open burning does not include recreational fires or the use of outdoor portable fireplaces.

Portable outdoor fireplace. Portable outdoor fireplace means a portable, outdoor, solid-fuel burning fireplace that may be constructed of steel, concrete, clay, or other non-combustible material.

Recreational fire. An outdoor fire burning material other than rubbish or yard waste where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable

outdoor fireplace, and barbeque grill and has a total fuel area of three (3) feet or less in diameter and two (2) feet or less in height for pleasure, religious, ceremonial, cooking, warmth or similar purposes.

Rubbish. Rubbish means all waste materials of nonputrescible nature.

Sec. 91.021. Burning Garbage Prohibited.

No person, firm, or corporation shall dispose of garbage at any time by burning same.

Sec. 91.022. Burning of Rubbish Prohibited.

It shall be unlawful for any person, firm, or corporation to do open burning of rubbish.

Sec. 91.023. Burning Diseased Trees.

Diseased trees may be burned in areas designated by the Fire Chief or his designee and upon terms and conditions he or she may prescribe.

Sec. 91.024 Permissible Open Burning.

It shall be lawful to engage in open burning of plant material grown on the premises or deposited thereon by the elements by the owner or occupant of the premises involved, subject to the following:

- a.) Open burning is allowed between the dates of April 1st through June 30th and October 1st through November 31st.
- b.) Open burning shall occur in the backyard Monday through Sunday between the hours of 10 a.m. and 7 p.m. and is limited to single family dwellings only. Burning on public streets, alleys, or the property of another is prohibited. All open burning piles shall be extinguished by 7 p.m.
- c.) Open burning of any material is not allowed by an owner or occupant of premises upon which more than one family dwelling unit is found.
- d.) Open burning is not allowed on holidays as defined: Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving, Christmas, and New Year's Day.
- e.) Open burning shall be prohibited when atmospheric conditions make such fires hazardous and includes:
 - a. Wind speed greater than 15 mph.
 - b. Extended dry weather conditions.
- f.) Open burning shall not be less than 50 feet from any structure. Fire in enclosed containers with a cover to control flying embers shall not be less than 15 feet from any structure.
- g.) Any opening burning must be constantly supervised by a competent person equipped with a satisfactory means of fire control.
- h.) Burning by commercial business is prohibited unless a burn permit is obtained from the Fire Department. If a permit is issued, all requirements for open burning shall be followed.
- i.) All open burning must be in compliance with the International Fire Code as adopted by the City of Marshalltown.

Sec. 91.025. Recreational Burning Allowed; Rear and side yard restrictions, and spruce trees.

1. Recreational burning shall be allowed for food preparation and camping purposes – or as defined in the definition section. The material to be burned is limited to seasoned wood, and the fire shall comply with all other applicable codes related to open burning.
 - a.) Recreational fires are allowed both on the ground and in a container designed for this purpose at one-and two-family dwellings.
 - b.) Recreational fires on the ground shall not be conducted within 25 feet of a structure or combustible material.
 - c.) Recreational fires contained in appliances specifically designed for this purpose shall not be operated within 15 feet of a structure or combustible material.
 - d.) Bonfires shall follow the listed requirements for recreational burning with the following exceptions:
 - a. A permit is required from the fire code official.
 - b. Bonfires are required to be 50 feet from any structure and 15 feet from property lines.
 - e.) The responsible party must provide a means to control flying embers.
 - f.) All recreational fires must be extinguished by 2:00 A.M.
 - g.) Recreational fires shall be attended at all times until the fire is extinguished.
 - h.) Responsible party shall have available at all times a sufficient means of extinguishment to include any of the following:
 - a. Garden hose connected to a continuous water supply.
 - b. Fire extinguisher complying with Section 906 of the International Fire Code.
 - c. Dirt or sand
 - i.) Municipal camping areas are exempt from the requirements of this section except for the restrictions on size.
 - j.) Recreational fires are allowed year round.
2. Subject to contrary provisions of the International Fire Code, as adopted by the city, open burning of permitted plant material, on permitted premises, shall be at least 15 feet from side and rear yard boundary lines.
3. It shall be unlawful to engage in open burning within 20 feet of any part of a pine or spruce tree.

Sec. 91.026. Fire department response fee.

Any violation of the rules concerning prohibited and open burning, which require a response by the city's fire department to control or extinguish, will be subject to a response fee as established by resolution. Commercial property found in violation of this subchapter shall be charged the permit fee for open burning as established by resolution.

Article II. Any previous amendments thereto, which are inconsistent with this attachment are hereby specifically repealed and the attachment is enacted as a substitute therefore.

Article III. The public hearing required on this amendment shall be held in the Council Chambers of City Hall, 24 N. Center Street, Marshalltown, Iowa at 5:30 p.m. local time, on the 22nd day of July, 2019, and the City Clerk is directed to cause a publication of the notice of public hearing in one issue of the Marshalltown Times Republican, a newspaper in Marshalltown, Marshall County, Iowa, not less than 4 days nor more than 10 days prior to the date of public hearing fixed herein.

Article IV. This ordinance shall be in full force and effect from and after public notice of hearing on this amendment has been duly given as required by the statutes of the State of Iowa and said public hearing has been duly held and after passage by the Council and publication as is provided by law.

Passed this ____ day of July, 2019, and signed this ____ day of July, 2019.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MINUTES PROVIDING FOR PASSAGE OF
AN ORDINANCE RELATED TO TAXABLE
PROPERTY INCLUDED IN AMENDMENT
NO. 7 TO THE URBAN RENEWAL PLAN
FOR MARSHALLTOWN URBAN
RENEWAL AREA NO. 3

(Ord.–Initial Consideration)

422742-33

Marshalltown, Iowa

June 24, 2019

The City Council of the City of Marshalltown, Iowa, met on June 24, 2019, at 5:30 o'clock p.m., at the Council Chamber.

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

Present: _____

Absent: _____.

It was reported that it was necessary for the Council to adopt an ordinance in order to add the property that had been added to Urban Renewal Area No. 3 by Amendment No. 7 to the ordinance that designates property in Urban Renewal Area No. 3 that is subject to the tax increment provisions of Chapter 403 of the Code of Iowa.

Council Member _____ introduced an ordinance entitled “Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3, Pursuant to Section 403.19 of the Code of Iowa.”

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its first consideration and that it be adopted.

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 motion duly carried and declared that said ordinance had been given its initial consideration.

• • • • •

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

ORDINANCE NO. _____

AN ORDINANCE PROVIDING FOR THE DIVISION OF TAXES LEVIED ON TAXABLE PROPERTY IN AMENDMENT NO. 7 TO THE URBAN RENEWAL PLAN FOR MARSHALLTOWN URBAN RENEWAL AREA NO. 3, PURSUANT TO SECTION 403.19 OF THE CODE OF IOWA

BE IT ENACTED by the Council of the City of Marshalltown, Iowa:

Section 1. Purpose. The purpose of this ordinance is to provide for the division of taxes levied on the taxable property included in Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3 each year by and for the benefit of the state, city, county, school districts or other taxing districts after the effective date of this ordinance in order to create a special fund to pay the principal of and interest on loans, moneys advanced to or indebtedness, including bonds proposed to be issued by the City of Marshalltown to finance projects in Urban Renewal Area No. 3.

Section 2. Definitions. For use within this ordinance the following terms shall have the following meanings:

“City” shall mean the City of Marshalltown, Iowa.

“County” shall mean Marshall County, Iowa.

“Urban Renewal Area” shall mean Marshalltown Urban Renewal Area No. 3, as from time to time amended.

“Urban Renewal Area Amendment” shall mean the taxable property included in Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3 of the City of Marshalltown, the description of which taxable property is set out below, approved by the City Council by resolution adopted on June 24, 2019:

Beginning at the Northeast corner of the NW $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M.;
thence Southerly along the East line of the NW $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M., to the Southeast corner of Lot 1 of the Subdivision of the N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 15, Township 83 North, Range 18 West of the 5th P.M.;
thence westerly 673.0' along the South line of Lot 1 and Lot 2 of the Subdivision of the N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 15, Township 83 North, Range 18 West of the 5th P.M., to a point 66.0' East of the Southwest corner of said Lot 2;
thence northerly 353.4' parallel to and 66.0' east of the West line of said Lot 2 to the North line of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 15, Township 15 North, Range 18 West of the 5th P.M.;
thence westerly 66.0' along said North line to the Northwest Corner of Lot 2 of the Subdivision of the N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 15, Township 83 North, Range 18 West of the 5th P.M.;
thence southerly 353.4' along the Westerly line of said Lot 2 to the Southwest Corner thereof;

thence westerly along the south line of Lot 3 and Lot 4 of the Subdivision of the N $\frac{1}{2}$ NW $\frac{1}{4}$ Section 15, Township 83 North, Range 18 West of the 5th P.M., to the Southwest corner of said Lot 4;

thence northerly along the West line of said Lot 4 to the NW corner of Section 15, Township 83 North, Range 18 West of the 5th P.M.;

thence North along the West line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M. to the Northwest corner thereof;

thence East along the North line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 10 a distance of 289.96' to the Northeast corner of Parcel "D" in Lot 4 of the Subdivision of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of said Section 10;

thence South along the East line of said Parcel "D" to the Northwest corner of Lot 5, Block 3, Pioneer Village First Addition to Marshall;

thence Easterly along the North lines of Lots 5, 6, 7, 8, 9, 10, 11, 12, and 13, Block 3, Pioneer Village First Addition to the Northeast corner of said Lot 13;

thence Southeast to the Northwest corner of Lot 14, Block 3, Pioneer Village First Addition to Marshall;

thence Southeast to the Northeast corner of Lot 16, Block 3, Pioneer Village First Addition to Marshall;

thence Easterly parallel to and 60.0' North of the South line of said Lot 14 extended to a point on the East right of way line of S. 14th St.;

thence North along said East right of way line to the Southwest corner of Lot 1, Block 3, Rolling Meadows 2nd Addition to Marshall;

thence East along the South line of Rolling Meadows 2nd Addition to Marshall to the Southeast corner of Lot 9, Block 3, Rolling Meadows 2nd Addition to Marshall;

thence South to the Northwest corner of Parcel "A" in Lot 1 of the Subdivision of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M.;

thence East along the North line of said Parcel "A" extended to a point 224.0' North of the Southeast corner of Lot 1 of the Subdivision of the S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M.;

thence South along the West line of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 10, Township 83 North, Range 18 West of the 5th P.M. to the Northwest corner of the NE $\frac{1}{4}$ of Section 15, Township 83 North, Range 18 West of the 5th P.M., and the Point of Beginning.

AND

The North One-Half of the Southwest Quarter of Section 12, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa.

Section 3. Provisions for Division of Taxes Levied on Taxable Property in the Urban Renewal Area Amendment. After the effective date of this ordinance, the taxes levied on the taxable property in the Urban Renewal Area Amendment each year by and for the benefit of the State of Iowa, the City, the County and any school district or other taxing district in which the Urban Renewal Area Amendment is located, shall be divided as follows:

(a) that portion of the taxes which would be produced by the rate at which the tax is levied each year by or for each of the taxing districts upon the total sum of the assessed value of the taxable property in the Urban Renewal Area Amendment, as shown on the assessment roll as of January 1 of the calendar year preceding the first calendar year in which the City certifies to

the County Auditor the amount of loans, advances, indebtedness, or bonds payable from the special fund referred to in paragraph (b) below, shall be allocated to and when collected be paid into the fund for the respective taxing district as taxes by or for said taxing district into which all other property taxes are paid. For the purpose of allocating taxes levied by or for any taxing district which did not include the territory in the Urban Renewal Area Amendment on the effective date of this ordinance, but to which the territory has been annexed or otherwise included after the effective date, the assessment roll applicable to property in the annexed territory as of January 1 of the calendar year preceding the effective date of the ordinance which amends the plan for the Urban Renewal Area Amendment to include the annexed area, shall be used in determining the assessed valuation of the taxable property in the annexed area.

(b) that portion of the taxes each year in excess of such amounts shall be allocated to and when collected be paid into a special fund of the City to pay the principal of and interest on loans, moneys advanced to or indebtedness, whether funded, refunded, assumed or otherwise, including bonds issued under the authority of Section 403.9(1), of the Code of Iowa, incurred by the City to finance or refinance, in whole or in part, projects in the Urban Renewal Area, and to provide assistance for low and moderate-income family housing as provided in Section 403.22, except that taxes for the regular and voter-approved physical plant and equipment levy of a school district imposed pursuant to Section 298.2 of the Code of Iowa, to the extent authorized in Section 403.19(2) of the Code of Iowa, taxes for the instructional support program levy of a school district imposed pursuant to Section 257.19 of the Code of Iowa, to the extent authorized in Section 403.19(2) of the Code of Iowa, and taxes for the payment of bonds and interest of each taxing district shall be collected against all taxable property within the taxing district without limitation by the provisions of this ordinance. Unless and until the total assessed valuation of the taxable property in the Urban Renewal Area Amendment exceeds the total assessed value of the taxable property in such area as shown by the assessment roll referred to in subsection (a) of this section, all of the taxes levied and collected upon the taxable property in the Urban Renewal Area Amendment shall be paid into the funds for the respective taxing districts as taxes by or for said taxing districts in the same manner as all other property taxes. When such loans, advances, indebtedness, and bonds, if any, and interest thereon, have been paid, all money thereafter received from taxes upon the taxable property in the Urban Renewal Area Amendment shall be paid into the funds for the respective taxing districts in the same manner as taxes on all other property.

(c) the portion of taxes mentioned in subsection (b) of this section and the special fund into which that portion shall be paid may be irrevocably pledged by the City for the payment of the principal and interest on loans, advances, bonds issued under the authority of Section 403.9(1) of the Code of Iowa, or indebtedness incurred by the City to finance or refinance in whole or in part projects in the Urban Renewal Area.

(d) as used in this section, the word “taxes” includes, but is not limited to, all levies on an ad valorem basis upon land or real property.

Section 4. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 5. Saving 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 6. Effective Date. This ordinance shall be effective after its final passage, approval and publication as provided by law.

Passed by the Council of the City of Marshalltown, Iowa, the ____ day of _____, 2019.

Mayor

Attest:

City Clerk

Approved this ____ day of _____, 2019.

Mayor

Attest:

City Clerk

MINUTES PROVIDING FOR PASSAGE OF
AN ORDINANCE RELATED TO TAXABLE
PROPERTY INCLUDED IN AMENDMENT
NO. 7 TO THE URBAN RENEWAL PLAN
FOR MARSHALLTOWN URBAN
RENEWAL AREA NO. 3

422742-33

(Ord.–Second Consideration)

Marshalltown, Iowa

_____, 2019

The City Council of the City of Marshalltown, Iowa, met on the ____ day of _____, 2019, at _____ o'clock ____m., at the Council Chambers.

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

Present: _____

Absent: _____.

It was reported that, on June 24, 2019, the Council had given its initial consideration to an ordinance entitled “Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3, Pursuant to Section 403.19 of the Code of Iowa.”

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its second consideration and that it be adopted. 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 motion duly carried and declared that said ordinance had been given its second consideration.

* * * *

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

MINUTES PROVIDING FOR PASSAGE OF
AN ORDINANCE RELATED TO TAXABLE
PROPERTY INCLUDED IN AMENDMENT
NO. 7 TO THE URBAN RENEWAL PLAN
FOR MARSHALLTOWN URBAN
RENEWAL AREA NO. 3

422742-33

(Final Consideration And Adoption)

Marshalltown, Iowa

_____, 2019

The City Council of the City of Marshalltown, Iowa, met on the ____ day of _____, 2019, at _____ o'clock ____m., at the Council Chambers.

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

Present: _____

Absent: _____.

It was reported that on June 24, 2019, and on _____, 2019, the Council had given initial and second consideration to an ordinance entitled "Ordinance No. _____. An Ordinance Providing for the Division of Taxes Levied on Taxable Property in Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3, Pursuant to Section 403.19 of the Code of Iowa".

It was moved by Council Member _____ and seconded by Council Member _____ that the ordinance be given its final consideration and that it be adopted. 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 motion duly carried and declared that said ordinance had been given its final consideration and had been adopted.

* * * *

There being no further business to come before the meeting, it was upon motion adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA

SS:

MARSHALL COUNTY

CITY OF MARSHALLTOWN

I, the undersigned, City Clerk of the City of Marshalltown, Iowa, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Marshalltown, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with those records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving "Ordinance No._____. An Ordinance providing for the division of taxes levied on taxable property in Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3, pursuant to Section 403.19 of the Code of Iowa".

I also certify that I caused to be published a summary of "Ordinance No._____. An Ordinance providing for the division of taxes levied on taxable property in Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3, pursuant to Section 403.19 of the Code of Iowa", of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, and that such newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2019.

City Clerk

(Attach hereto publisher's affidavit of publication with clipping of summary of ordinance as published.)

STATE OF IOWA

SS:

MARSHALL COUNTY

I, the undersigned, County Auditor of Marshall County, Iowa, do hereby certify that on the ____ day of _____, 2019, the City Clerk of the City of Marshalltown, Iowa, filed in my office a copy of an ordinance of the City, shown to have been adopted by the City Council and approved by the Mayor thereof on _____ 2019, entitled: "Ordinance No. _____. An Ordinance providing for the division of taxes levied on taxable property in Amendment No. 7 to the urban renewal plan for Marshalltown Urban Renewal Area No. 3, pursuant to Section 403.19 of the Code of Iowa", and that I have duly placed a copy of the ordinance on file in my records.

WITNESS MY HAND this ____ day of _____, 2019.

County Auditor

June 21, 2019

Shari Coughenour
City Clerk/City Hall
24 North Center Street
Marshalltown, Iowa 50158

Re: Ordinance for Amendment No. 7 to urban renewal plan for Marshalltown Urban
Renewal Area No. 3
Our File No. 422742-33

Dear Shari:

Enclosed are proceedings that may be used by your City Council to consider an Ordinance related to taxable property included in Amendment No. 7 to the urban renewal plan for Urban Renewal Area No. 3 at three separate meetings, beginning with the first consideration on June 24.

After final consideration and adoption of the Ordinance, it must be filed in the office of the County Auditor, and the Ordinance, or a summary of the Ordinance, must be published. I can prepare an appropriate summary for you.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact me if you have any questions.

Sincerely,

Robert E. Josten

Cc by email: Jessica Kinser
Justin Yarosevich

MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: July 1, 2019
RE: Sale of 108 N. 7th Ave

The City of Marshalltown owns the lot at 108 North 7th Avenue. The City demolished this property in 2016, with all expenses totaling \$10,165. Because it was abandoned, we continued to have to maintain the property and continued to place liens on the property. In order to avoid the perpetual nuisance cycle, the City then claimed a tax certificate from Marshall County in 2017 and now own the property, which eliminated any special assessments. We have had some on-going maintenance costs, which include mowing and stormwater fees, and some minor clean-up following the tornado.

Last week we were approached by a neighbor who is interested in purchasing the property. After looking at the size of the lot and potential housing redevelopment in this area, we determined that this is not a lot the City needs to keep, and it would be best to return it to the property tax rolls.

Therefore, I am recommending the Council direct me to follow the procedure for soliciting bids for the disposal of 108 N. 7th Avenue. The draft of the Request for Bids is attached.

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin



Summary

Parcel ID 8418-25-354-009
Alternate ID
Property Address 108 N 7TH AVE
 MARSHALLTOWN IA 50158
Sec/Twp/Rng N/A
Township/City N/A
Brief Tax Description WESTLAKE'S ADD S 44' LOTS 1 & 2 BLK 3
 (Note: Not to be used on legal documents)
Class EXEMPT
 (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District MTOWN CITY MC (450800)
School District MARSHALLTOWN SCH DIS
TIF District MARSHALLTOWN CITY/MARSHALLTOWN SCH/UPTOWN UR TIF (450830)

Owner

Deed [MARSHALLTOWN CITY OF](#) **Contract** **Mailing Address**
 MARSHALLTOWN CITY OF
 24 N CENTER ST
 MARSHALLTOWN, IA 50158

Land

Lot Area 0.12 Acres ; 5,280 SF

Valuation

	2019	2018	2017	2016	2015
Classification	EXEMPT	EXEMPT	RESIDENTIAL	RESIDENTIAL	RESIDENTIAL
+ Assessed Land Value	\$0	\$0	\$3,700	\$3,700	\$3,700
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$0	\$0	\$0	\$20,980	\$20,980
= Gross Assessed Value	\$0	\$0	\$3,700	\$24,680	\$24,680
- Exempt Value	(\$3,700)	(\$3,700)	\$0	\$0	\$0
= Net Assessed Value	\$0	\$0	\$3,700	\$24,680	\$24,680

Notes

Note

LOT SIZE: 44 X 120

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
7/26/2017	MARSHALL COUNTY TREASURER	MARSHALLTOWN, CITY OF	201700004087	Foreclosures,forfeitures,Sheriff and Tax Sales or transfers arising from default	Deed		\$0.00
8/15/2014	IOWA PROPERTY RECEIVER LLC	KESTERSON REALTY INC	201400004500	Assignment or assumption of a contract or deed	Contract		\$0.00
8/15/2014	IOWA PROPERTY RECEIVER LLC	KESTERSON REALTY INC	201400004499	Quit Claim Deed	Deed		\$0.00
12/5/2013	TF 32 CCSB LLC	AGUILAR, DANIEL	201300007569	Normal	Contract		\$6,000.00
10/28/2013	TF 32 CCSB LLC	IOWA PROPERTY RECEIVER LLC	201300007132	Quit Claim Deed	Deed		\$0.00
9/19/2013	TF 32 CCSB LLC	AGUILAR, DANIEL	201300007567	Normal	Contract		\$6,000.00
10/9/2012	MARSHALL COUNTY TREASURER	TF 32 CCSB LLC	201200006059	Foreclosures,forfeitures,Sheriff and Tax Sales or transfers arising from default	Deed		\$0.00
7/2/2012	GOOSKA LLC	MILLER, DANIEL K	201200003883	Quit Claim Deed	Deed		\$1,380.00
4/15/2011	BC HARRIS PROPERTIES LLC	GOOSKA LLC	201100003054	Quit Claim Deed	Deed		\$9,575.00
7/8/2010	STONECREST INCOME & OPPORTUNITY FUND I LLC	BC HARRIS PROPERTIES LLC	201000004116	Quit Claim Deed	Deed		\$0.00
1/15/2010	RESIDENTIAL FUNDING REAL ESTATE HOLDINGS LLC	STONECREST INCOME AND OPPORTUNITY FUND 1	201000001456	Foreclosures,forfeitures,Sheriff and Tax Sales or transfers arising from default	Deed		\$20,250.00
10/22/2009	MARSHALL COUNTY SHERIFF	RESIDENTIAL FUNDING REAL ESTATE HOLDINGS LLC	200900006381	Foreclosures,forfeitures,Sheriff and Tax Sales or transfers arising from default	Deed		\$20,250.00

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
1/10/2003	CUNNINGHAM, DENNIS A & JEANNETTE A	ALDAY, JOSEPH W	200300000699	Normal	Deed		\$25,000.00
6/29/2001	RIVERVIEW GARDEN PROPERTIES INC	CUNNINGHAM, DENNIS A & JEANNETTE A	199900020402	Normal	Deed		\$21,000.00
3/29/2001	ZABOKERTSKY, MILBREY D	RIVERVIEW GARDEN PROPERTIES INC	199900017838	No consideration	Deed		\$0.00
3/18/1998	RIVERVIEW GARDEN PROPERTIES INC	ZABOKERTSKY, MILBREY D	199800001948	Normal	Contract		\$22,750.00
2/26/1996	JONES, ELIZABETH ANN	RIVERVIEW GARDEN PROPERTIES INC	199600004714	Normal	Deed		\$9,000.00
12/30/1991	RILEY, JACK J	RILEY, JACK J & JONES, ELIZABETH ANN	199200003660	Sale with consideration paid for real property of \$10000 of less	Deed		\$2,500.00
10/28/1991	YEE, CHIU (AKA BILL) & YEE, DON LAI NGOR	RILEY, JACK J	199200002822	Fulfillment of prior year contract	Deed		\$5,000.00

Taxation

	2017 Pay 2018-2019	2016 Pay 2017-2018	2015 Pay 2016-2017	2014 Pay 2015-2016
+ Taxable Land Value	\$2,058	\$2,107	\$2,058	\$2,062
+ Taxable Building Value	\$0	\$0	\$0	\$0
+ Taxable Dwelling Value	\$0	\$11,946	\$11,670	\$11,693
= Gross Taxable Value	\$2,058	\$14,053	\$13,728	\$13,755
- Exempt Value	\$0	\$0	\$0	\$0
- Military Credit	\$0	\$0	\$0	\$0
= Net Taxable Value	\$2,058	\$14,053	\$13,728	\$13,755
x Levy Rate (per \$1000 of value)	40.95522	41.70344	42.35918	42.77151
= Gross Taxes Due	\$84.29	\$586.06	\$581.51	\$588.32
- Ag Land Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$84.00	\$586.00	\$582.00	\$588.00

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2017	March 2019	\$42	Yes	3/29/2019	14326
	September 2018	\$42	Yes	9/27/2018	
2016	March 2018	\$293	No		14349
	September 2017	\$293	No		
2015	March 2017	\$291	No		03735
	September 2016	\$291	No		
2014	March 2016	\$294	No		14323
	September 2015	\$294	No		

Tax Statement

Tax Statement

Pay Property Taxes

[Click here to pay property taxes for this parcel.](#)

Iowa Land Records

201700004087 (7/26/2017)
201400004499 (8/15/2014)
201400004500 (8/15/2014)
201300007569 (12/5/2013)
201300007132 (10/28/2013)
201300007567 (9/19/2013)
201200006059 (10/9/2012)
201200003883 (7/2/2012)
201100003054 (4/15/2011)
201000004116 (7/8/2010)
201000001456 (1/15/2010)
200900006381 (10/22/2009)
200300000699 (1/10/2003)
199900020402 (6/29/2001)
199900017838 (3/29/2001)
199800001948 (3/18/1998)
199600004714 (2/26/1996)
199200003660 (12/30/1991)
199200002822 (10/28/1991)

Map



Recent Sales In Area

From:

7/1/2017

To:

7/1/2019

Sales by Neighborhood

Sales by Distance

1500

Feet



No data available for the following modules: DBA, Residential Dwellings, Commercial Buildings, Agricultural Buildings, Yard Extras, Permits, BPTCs, Photos, Sketches.

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Developed by
 **Schneider**
GEOSPATIAL

MARSHALLTOWN

I O W A

REQUEST FOR SEALED BIDS FOR THE SALE OF 108 NORTH 7TH AVENUE

The City of Marshalltown is accepting sealed bids for the sale of the property located at 108 North 7th Avenue, which is legally described as follows:

The South 44 feet of Lots 1 and 2 in Block 3 in Westlakes Addition to Marshall, Marshall County, Iowa

The City of Marshalltown is intending to convey this as a Quit Claim Deed without an abstract of title. The property was acquired by the City on a tax sale deed 2017 following a demolition of the residential structure on the property in 2016. No special assessments have been placed on the property by the City of Marshalltown.

Those interested in acquiring the property need to submit a written offer which includes the proposed purchase price of the property and the name, address, and phone number of the person submitting the offer. This should be in a sealed envelope which is identified as a sealed bid for 108 North 7th Avenue on the outside of the envelope. All bids must be submitted to the following:

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

All bids must be received by **10:00 AM on Thursday, July 18**, at the address above. Bids not received by that time will not be considered. In addition to the proposed purchase price, the buyer will also be responsible for costs associated with the sale of a property including the recording of a deed.

Following the receipt of bids, the successful bidder will be contacted by the City Clerk's Office. The City Council must hold a public hearing before a property can be sold, and we anticipate the public hearing to occur on Monday, August 12, at 5:30pm in City Council Chambers.

Please contact Jessica Kinser, City Administrator, at 641-754-5799 or jkinser@marshalltown-ia.gov with any questions. All questions must be received prior to July 18, 2019.

MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Jessica Kinser, City Administrator
Date: July 5, 2019
RE: Sidewalk Gap Capital Project

With the start of a new fiscal year, we also begin to look at what projects we will need to borrow for later this calendar year for work to be done in 2020. A year ago, we were talking about the various gaps in sidewalks around the community and the Council's desire to construct sidewalks to fill the gaps. Year 1, which is along 12th Avenue from Anson to Olive Street, and Olive Street between 12th and 17th, is still in the process of obtaining easements.

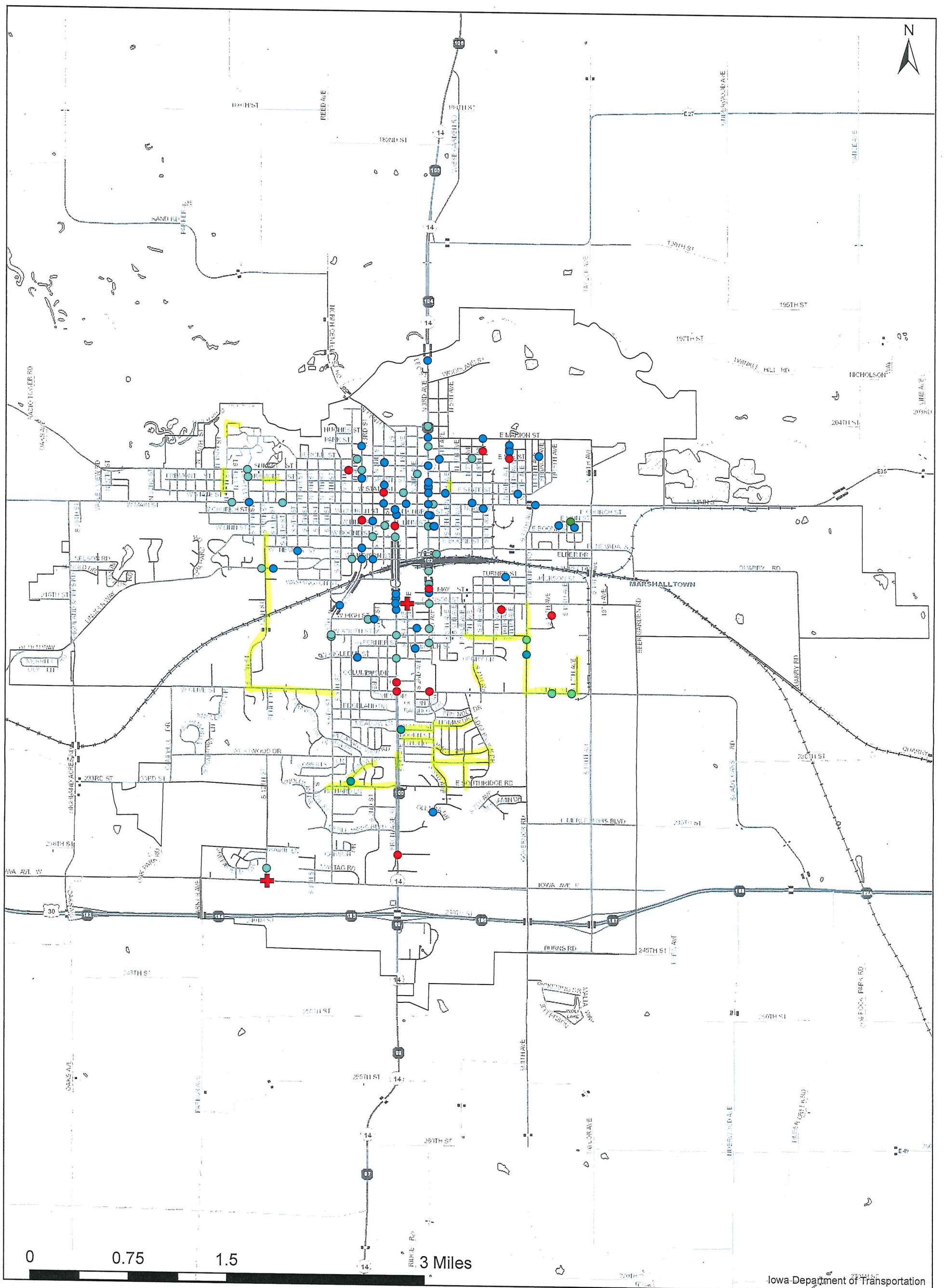
Attached with this agenda item is the prioritization which the Council agreed to last year. The second year of the project focuses on 3 different areas, 2 of which are near elementary schools. At this time, we would like to know if the Council is ready to move forward with committing to Year 2 of the Sidewalk Gap projects in order to plan for the design and the funding.

City Council
Susan Cahill, Michael Gowdy, Al Hoop,
Gabriel Isom, Leon Lamer, Bill Martin, Bethany Wirin



Priority/ Year	Project #	Street Where Sidewalk Does not Exist	Cross Streets/Block #s		Est. Cost	Notes	Possible Funding Source
	1	17th Ave- West Side Fisher- Olive Street- North Side Governor 12th Ave- East Side Rd/ 12th Ave- East Side Fairground 12th Ave- East Side	Olive St 12th Ave 1700 Govern Olive St South St. South St.	1501 S. 17th Ave 17th Ave Olive St. South St Anosn St.		Highest # of non-motorist crashes 2008-17	GO Bond- repayment by TIF or debt service tax levy
	2	Fisher Elem 4th Street- East Side 4th Street- East Side 4th Street- West Side Pleasantview- North Side	Meadow Ln Bryngelson Pleasantview 4th St	Bryngelson Pleasantview Sunset Bryngelson		Sidewalk does exist on opposite side of the street in most areas; school safety project	GO Bond- repayment by debt service tax levy; Total borrowing: \$544,239
	2	Southridge Southridge- North Side Southridge- South Side Southridge- North Side Wauconda- West Side	6th St 6th St Center St 2401 Wauconda Rd.	403 W. Southridge Wauconda 105 W. Southridge		2nd highest # of non-motorist crashes 2008-2017; gap in front of one property; would	
	2	Anson Elementary South Street- North Side	7th Ave	12th Ave		No sidewalk currently on either side of street	
	3	Hoglan Elementary Newcastle Rd- South Side Newcastle Rd- South Side 5th Ave- West Side 5th Ave- East Side Thunderbird- South Side	3rd Ave 5th Ave 414 Newcastle 502 Newcastle 3rd Ave	5th Ave Edgebrook 5th Ave		School area; no existing sidewalks on Newcastle or Thunderbird segment; missing connections on 5th Ave to existing sidewalks	GO Bond- repayment by debt service tax levy
	4	1501 S. 7th Ave- West Side	(Undeveloped lot)			Missing connection between existing sidewalks	Road Use Tax Fund; total cost: \$182,189
	4	Fremont St- South Side	1204 Fremor N.	12th St		Missing connection between existing sidewalks	
	4	South Center St- East Side	Bohen St	Pinnacle Bank		Major corridor heavily used by pedestrians; sidewalk does exist on west side of the street	

Priority/ Year	Project #	Street Where Sidewalk Does not Exist	Cross Streets/Block #s		Est. Cost	Notes	Possible Funding Source
5		Bohen St- TBD	Center St	3rd Ave	\$ 254,885	No existing sidewalk	GO Bond- repayment by debt service tax levy; Total borrowing: \$527,996
5		Palmer St- TBD	Center St	3rd Ave	\$ 273,111	No existing sidewalk	
6		12th St- TBD	Boone	Olive St.		No existing sidewalk;	GO Bond- repayment by debt service tax levy
		Olive St- TBD	12th St	6th St	\$ 896,012	connections to Linn	
7		Taft St.- TBD	Summit	State	\$ 173,739	No existing sidewalk; could be used for Franklin Elem/Miller Middle School	Road Use Tax Fund
8		Thomas Dr- N. Side	1901 S. 4th A	Edgebrook	\$ 61,152	Sidewalk does exist on the north side of the street; significant residential area	Road Use Tax Fund
9		E. Olive St- South Side	Edgebrook	7th Ave S	\$ 64,480	Sidewalk does exist on the north side of the street; significant residential area	Road Use Tax Fund
10		Highland Dr.- TBD	N 5th St.	N. 6th St.		No existing sidewalk;	Road Use Tax Fund
		N. 6th St.- TBD	Highland	Jerome	\$ 176,008	remote neighborhood	



Nonmotorists Crashes City of Marshalltown, Iowa 2008– Preliminary 2017

Legend

Crash Severity

- City Roads
- ✚ Fatal (2)
- Major Injury (13)
- Minor Injury (62)
- Possible/Unknown Injury (39)
- Property Damage Only (1)

10 years

