

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
APRIL 11, 2022, 5:30 PM

A. **CALL TO ORDER**

NOTICE TO THE PUBLIC: The Mayor and City Council welcome comments 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 limit the time used to present your remarks to 3 minutes or less in order for others to 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. **PLEDGE OF ALLEGIANCE**

C. **ROLL CALL**

Hoop, Isom, Kell, Ladehoff, Schneider, Thompson, Walker

D. **MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS**

E. **CONSENT AGENDA**

1. **APPROVE MINUTES 03/28/22 MEETING AND BILL LIST**
\$1,474,348.90

Documents:

[2022-03-28 SIGNED Council Minutes.pdf](#)
[2022-04-11_BILL LIST Summary.pdf](#)
[2022-04-11_BILL LIST Detail.pdf](#)

2. **APPROVE LIQUOR LICENSE RENEWALS**

- Dollar General Store #21858, 104 W State Street
- Tannin Inc., 1110 W Main Street
- Smokin' G's BBQ Restaurant and Catering, 25 W Main Street

- La Carreta Mexican Grill, 308 Iowa Avenue E

3. Receipt Of Building Permit Report, March 2022

Documents:

[0322.pdf](#)

4. RESOLUTION 2022-094 APPROVING CERTIFICATION OF COMPLIANCE CDBG PROCUREMENT STANDARDS

Documents:

[2022-04-11_2022-Certification of Compliance CDBG Procurement Standards.pdf](#)

[2022-04-11_2022-Marshalltown Procurement Policy.pdf](#)

5. RESOLUTION 2022-095 WAIVING THE POLICY FOR THE NAMING, DEDICATION, AND SPONSORSHIP OF CITY FACILITIES TO NAME THE 3RD STREET/6TH STREET VIADUCT THE "MAYOR HOWARD STEGMANN MEMORIAL BRIDGE"

Documents:

[2022-04-11_2022-095_Resolution Naming 3rd St Viaduct.pdf](#)

6. RESOLUTION 2022-096 APPROVING CONTRACT AMENDMENT #1 WITH YOUTH AND SHELTER SERVICES OF MARSHALL COUNTY TO ALLOW FOR USE OF FUNDS TO ATTEND A NATIONAL CONFERENCE

Documents:

[2022-04-11_2022-096_Resolution Contract Amendment YSS MPACT.pdf](#)

[2022-03-28_DISCUSSION1_MPACT 2022 Training Request.pdf](#)

[Signed Contract Amendment.pdf](#)

7. RESOLUTION 2022-097 ORDERING CONSTRUCTION OF THE EDGEWOOD STREET EXTENSION PROJECT STR19003. SETTING PUBLIC HEARING ON PROPOSED PLANS. SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS

Documents:

[2022-04-11_2022-097_Resolution Order Construction Edgewood STR19003.pdf](#)

[2022-04-11_2022-097_Memo Order Construction Edgewood.pdf](#)

[STR 19-003 Edgewood Official Notice_22 04 06.pdf](#)

[STR 19-003 Edgewood OPC 22 04 06.pdf](#)

F. **REPORTS**

1. Fire Department Annual Report

Documents:

[Annual Report 2021.pdf](#)

G. **MOTIONS**

1. MOTION TO APPROVE 5-DAY LIQUOR LICENSE FOR IMPALA BALLROOM AT THE CENTRAL IOWA FAIRGROUNDS ARENA FOR A CONCERT ON 04/30/22

H. **RESOLUTIONS**

1. RESOLUTION 2022-098 AUTHORIZING THE CITY TO SUBMIT TO THE US DEPARTMENT OF TRANSPORTATION A REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT APPLICATION

Documents:

[2022-04-11_2022-098_Resolution Approving RAISE Grant Application.pdf](#)
[2022-04-11_2022-098_Memo RAISE Grant Application.pdf](#)
[RAISE Grant OPC - 2022 Update_Sort Item-Funding Split.pdf](#)

2. RESOLUTION 2022-099 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE 18TH AVENUE APPROACH SLAB REPAIRS PROJECT #STR20004 IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$273,455.15

Documents:

[2022-04-11_2022-099_Resolution Accepting Bid STR20004.pdf](#)
[STR20-00418th Ave Bridge Appr Award Memo 20220405 jck.pdf](#)
[STR20-004 18th Ave Appr Slab Bid Tab.pdf](#)
[STR20-004 Notice of Award.pdf](#)

3. RESOLUTION 2022-100 COMMITTING AN AMOUNT NOT-TO-EXCEED \$320,000 TO THE TIMBER RIDGE SENIOR LOW-INCOME HOUSING TAX CREDIT PROJECT

Documents:

[2022-04-11_2022-100_Resolution Commitment to Timber Ridge LIHTC.pdf](#)
[2022-04-11 2022-100 Memo Timber Ridge Funding](#)

4. RESOLUTION 2022-101 APPROVING CITY ELECTRICAL FEE SCHEDULE

Documents:

2022-04-11_2022-101_Resolution Approving Electrical Fee Schedule.pdf
Memo - Electrical Fees 2022 Revisions 22 04 11.pdf
Existing Electrical Application Permit Form(s).pdf
Proposed 2022 Revision to Electrical Application Permit Forms.pdf

5. RESOLUTION 2022-102 ENDORSING COMMUNITY CATALYST UPPER STORY HOUSING BUILDING REMEDIATION GRANT APPLICATION FOR SIMMS COMPANY LLC FOR 26 EAST MAIN STREET AND COMMITTING \$100,000 IN COUNCIL-DESIGNATED LOCAL OPTION SALES TAX TO THE PROJECT

Documents:

Res Endorsing Catalyst Grant Gildners Building.pdf
Memo - 26 E Main Catalyst.pdf
26 E Main Catalyst Full App.pdf
SECOND FLOOR PLAN - GRAPHICAL.pdf
LOST 2.28.22.pdf

6. RESOLUTION 2022-103 APPROVING THE DEMOLITION OF 10 AND 12 WEST MAIN STREET TO BE COMPLETED BY LANSING BROTHERS CONSTRUCTION FOR \$161,000

Documents:

2022-04-11_2022-103_Resolution Approving Demo of 10 and 12 W Main St.pdf
2022-04-11_2022-103_Memo Demo Quote of 10 and 12 W Main St.pdf
City of Marshalltown - 10 12 West Main Street Demolition.pdf

7. PUBLIC HEARING AND RESOLUTION 2022-104 APPROVING FY 2023 CONSOLIDATED TRANSIT FUNDING APPLICATION FOR THE MARSHALLTOWN MUNICIPAL TRANSIT PROGRAM

Documents:

2022-04-11_Transit_Resolution.pdf
2022-04-11_Transit_Memo Transit Funding FY2023.pdf
2022-04-11_Transit_Certifications and Assurances 22-23.pdf

I. ORDINANCES

1. ORDINANCE 15039 AMENDING THE CODE OF ORDINANCES BY

REPEALING CHAPTER 156, ENTITLED ZONING, AND ENACTING
AND ADOPTING A NEW CHAPTER 156, ENTITLED ZONING,
INCLUDING THE ZONING MAP, AND REPEALING ALL
ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT
THERE WITH

PUBLIC HEARING and 3rd Reading

Documents:

[2022-04-11_ORD 15039_MEMO Zoning Ordinance.pdf](#)
[2022-04-11_ORD 15039_Zoning
Ordinance_Council_041122.pdf](#)
[2022-04-11_ORD 15039_Zoning Map_Council_031422.pdf](#)
[2022-04-11_ORD 15039_Links re Lighted Signs.pdf](#)

2. ORDINANCE 15040 TO AMEND THE CODE OF ORDINANCES,
CITY OF MARSHALLTOWN, IOWA, REPEALING CODE SECTION
130.003 ASSEMBLIES, PARADES AND DEMONSTRATIONS
AND ADOPTING A NEW CODE SECTION 130.003 PUBLIC USE
AND SPECIAL EVENT PERMITS

1ST READING

Documents:

[2022-04-11_ORD 15040_Public Use and Special Events
Permits.pdf](#)
[2022-04-11_ORD 15040_Memo Chapter 130 Public Use
Permits.pdf](#)

J. **DISCUSSION**

1. DISCUSSION - CHAPTER 118 PEDDLERS, SOLICITORS, AND
TRANSIENT MERCHANTS

Documents:

[2022-04-11_DISCUSSION1_Memo Chapter 118 Peddler,
Solicitor, Transient Permits.pdf](#)
[2022-04-11_DISCUSSION1_Chapter 118 Revision.docx](#)

2. DISCUSSION - USE OF LOST FUNDS FOR CITY WEBSITE
UPGRADES

Documents:

[2022-04-11_Memo CivicPlus Website Upgrades.pdf](#)
[Civic Plus Quote - Department Header Pages.pdf](#)

3. DISCUSSION - REQUEST FOR LOST FUNDS TO PRODUCE A
RECRUITMENT VIDEO

Documents:

[Police Recruitment Video Project.pdf](#)

4. Request To Purchase 308 South 7th Avenue

Documents:

[Memo - Sale of 308 S 7th Ave.pdf](#)

[Yilek Offer.pdf](#)

[Beacon Report_ 308 S 7th Ave.pdf](#)

5. 1st Quarter Strategic Plan Update

Documents:

[Memo - Q1 Strategic Plan Memo.pdf](#)

[Q1 Strategic Plan Update.pdf](#)

K. **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.

L. **ADJOURNMENT**

MISSION STATEMENT

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

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

COUNCIL PROCEEDINGS
MARCH 28, 2022

Mayor Greer called the meeting to order at 5:30 PM, March 28, 2022, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call–Present: Hoop, Kell, Ladehoff, Schneider, Thompson, Walker; absent: Isom. Mayor Greer honored the legacy of the late Mayor Howard Stegmann, in the presence of many family members in council chambers. Councilor Ladehoff invited the community to Team Up To Clean Up, April 9th, 9-11 am in the first ward.

CONSENT AGENDA

Motion by Schneider, second by Ladehoff to adopt the consent agenda less item 8: APPROVE MINUTES 03/14/22 MEETING AND BILL LIST \$1,764,464.94; APPROVE CIVIL SERVICE PROMOTIONAL LIST-POLICE SERGEANT AND CIVIL SERVICE HIRE LIST-SEWER MAINTENANCE WORKER & STREET MAINTENANCE WORKER; FEBRUARY 2022 MONTHLY FINANCIAL STATEMENTS; APPROVE LIQUOR LICENSE RENEWALS-DOLLAR GENERAL #2019, 408 S 9TH ST; DOLLAR GENERAL #4206, 2413 S CENTER ST; MI RANCHITO, 1010 W LINCOLN WAY (NEW OWNERSHIP); VAUGHN'S PUB, 22 N 1ST AVE; FOOD & GAS MART, 613 N 3RD AVE, KWIK STAR #706, 810 S 3RD AVE; HY-VEE FOOD & DRUGSTORE, 802 S CENTER ST (WITH OWNERSHIP UPDATES); HY-VEE PARTY ROOM, 802 S CENTER ST (WITH OWNERSHIP UPDATES); HY-VEE GAS, 808 S CENTER ST (WITH OWNERSHIP UPDATES); THE 918, 918 S N 4TH AVE; MARSHALLTOWN SPEEDWAY, 1308 E OLIVE ST; YESWAY #1148, 1701 IOWA AVE E; REAPPOINT TAMMIE ENGLE AND KELLISSA THURSTON TO THE BOARD OF ADJUSTMENT, TERM 4/1/22-3/31/27; RESOLUTION 2022-076 APPROVING \$5,000 TO THE MARSHALLTOWN 4TH OF JULY FIREWORKS CELEBRATION FOR THE PURCHASE OF FIREWORKS; RESOLUTION 2022-077 SUPPORTING AN AARP COMMUNITY CHALLENGE GRANT FOR DISPLAY CASES FOR THE VETERANS GALLERY AND COMMITTING LOCAL OPTION SALES TAX AS THE LOCAL MATCH; RESOLUTION 2022-079 APPROVING ARTICLE 20 OF THE AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN AND THE MARSHALLTOWN ENGINEERING DIVISION, SEWER DIVISION, STREET DIVISION, AND UTILITY DIVISION OF THE PUBLIC WORKS DEPARTMENT; PUBLIC, PROFESSIONAL AND MAINTENANCE EMPLOYEES LOCAL NO. 2003, IUPAT; RESOLUTION 2022-080 APPROVING THE PURCHASE OF 309 WEST BOONE STREET, MARSHALLTOWN, IOWA; RESOLUTION 2022-081 AUTHORIZING THE CITY OF MARSHALLTOWN TO SUBMIT A GRANT APPLICATION TO THE STATE OF IOWA, GOVERNOR'S TRAFFIC SAFETY BUREAU, STATE AND COMMUNITY HIGHWAY SAFETY GRANT APPLICATION, CONTRACT PERIOD OCTOBER 1, 2022 – SEPTEMBER 30, 2023; RESOLUTION 2022-082 ACCEPTING BID AND AUTHORIZING THE PURCHASE OF A 2022 CASE 580SN BACKHOE FOR THE PRICE OF \$94,736.15 FROM TITAN MACHINERY FOR USE IN THE SEWER DEPARTMENT; RESOLUTION 2022-083 ACCEPTING BID AND AUTHORIZING THE PURCHASE OF A VACTOR 2100I COMBINATION SEWER CLEANING MACHINE FOR THE PRICE OF \$459,378.69 FROM MACQUEEN EQUIPMENT FOR USE IN THE SEWER DEPARTMENT; RESOLUTION 2022-084 APPROVING A DEVELOPMENT AGREEMENT WITH JOSEPH AND JANELLE CARTER FOR A \$250,000 CATALYST BUILDING REMEDIATION GRANT

FOR THE CREATION OF UPPER STORY HOUSING; RESOLUTION 2022-085 APPROVING A DEVELOPMENT AGREEMENT WITH JOSEPH AND JANELLE CARTER FOR A \$250,000 CATALYST BUILDING REMEDIATION GRANT FOR THE RENOVATION OF A FIRST FLOOR COMMERCIAL SPACE; RESOLUTION 2022-086 APPROVING EXTRA DUTY JOB FEE FOR POLICE DEPARTMENT; RESOLUTION 2022-087 APPROVING CITY FEE SCHEDULE; RESOLUTION 2022-088 ACCEPTING BID AND AUTHORIZING THE PURCHASE OF ONE 2022 FORD INTERCEPTOR POLICE PACKAGE VEHICLE FROM JENSEN FORD FOR THE PRICE OF \$34,804 AND ONE 2022 FORD F150 POLICE PACKAGE VEHICLE FROM STIVERS FORD FOR THE PRICE OF \$48,460 FOR USE IN THE POLICE DEPARTMENT AS EMERGENCY RESPONSE VEHICLES AND DECLARING CERTAIN PROPERTY SURPLUS PROPERTY AND AUTHORIZING SALE AND DISPOSAL THEREOF TO JENSEN FORD TWO 2017 FORD INTERCEPTOR POLICE PACKAGE VEHICLES FOR \$17,000. Luisa Ortega, 2023 Catalina Place, thanked the council for their fireworks funding and advised fundraising efforts are underway for the \$18,200 show. Motion carried 6-0.

Motion by Schneider, second by Ladehoff to adopt RESOLUTION 2022-078 APPROVING CONTRACT CHANGE ORDER #1 FOR THE CREEKSIDE ESTATES PROJECT #ECO21006, A DECREASE OF \$27,140.75. Motion carried 5-1, Thompson dissenting.

REPORTS

Ryan Keller, Senior Therapist for YSS, provided the MPACT Quarterly Update Report. In January 2022 there were 34 initial calls, resulting in 165 contacts and in February 2022 there were 18 initial calls, resulting in 95 contacts. Issues addressed included mental health, homelessness, juvenile issues, domestic violence, and family issues.

RESOLUTIONS

Motion by Ladehoff, second by Schneider to adopt RESOLUTION 2022-089 APPROVING AN AGREEMENT WITH THE MARSHALLTOWN AREA CHAMBER OF COMMERCE FOR TOURISM AND PROMOTIONAL SERVICES FOR A TWO-YEAR PERIOD BEGINNING JULY 1, 2022. Thompson made a motion to amend the agreement to one year, the motion failed due to a lack of a second. Original motion carried 5-1, Thompson dissenting.

Motion by Ladehoff, second by Kell to adopt RESOLUTION 2022-090 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE 2020 BOX CULVERT REPAIR PROJECT #SMW20003 IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$269,169.70. Heather Thomas, Public Works Director, advised the low bidder was Boulder Contracting, LLC with a substantial completion date of 9/15/22. Motion carried 6-0.

Motion by Schneider, second by Kell to adopt RESOLUTION 2022-091 ADDING A SEWER MAINTENANCE WORKER POSITION AND PROVIDING FUNDING FOR SAID POSITION IN THE CURRENT FISCAL YEAR. Heather Thomas, Public Works Director, advised normally we contract to clean 1/5 of our sewer lines each year however with cost increases there are significant savings and benefits to adding a new position. Motion carried 6-0.

Motion by Schneider, second by Walker to adopt RESOLUTION 2022-092 EXPRESSING INTENT TO ENTER INTO A DEVELOPMENT AGREEMENT AND TO PROVIDE TAX INCREMENT FINANCING SUPPORT TO MARSHALLTOWN COMPANY. Motion carried 6-0.

Mayor Greer opened a public hearing at 6:27 pm for APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE 18TH AVENUE BRIDGE SLAB PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. STR20004. Heather Thomas, Public Works Director, advised the engineer's estimate is approximately \$305,000 to remove and replace approach slabs. Bids are due 4/5, with a construction substantial completion date of 10/15/22. Mayor Greer closed the public hearing at 6:29 pm. Motion by Ladehoff, second by Schneider to adopt RESOLUTION 2022-093 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE 18TH AVENUE BRIDGE SLAB PROJECT, IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. STR20004. Motion carried 6-0.

ORDINANCES

Michelle Spohnheimer, Housing and Community Development Director, presented the second reading of the Zoning ordinance. Motion by Thompson, second by Walker to amend the ordinance to allow for signs in the right-of-way. Motion carried 5-1, Kell dissenting. Motion by Ladehoff, second by Thompson to amend the ordinance to remove the animation, and 8-second static image restrictions for electronic signs. Motion carried 6-0. Motion by Schneider, second by Kell to adopt the second reading as amended of ORDINANCE 15039 AMENDING THE CODE OF ORDINANCES BY REPEALING CHAPTER 156, ENTITLED ZONING, AND ENACTING AND ADOPTING A NEW CHAPTER 156, ENTITLED ZONING, INCLUDING THE ZONING MAP, AND REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THERE WITH. Motion carried 6-0.

DISCUSSION

Michael Tupper, Chief of Police, requested the council amend the MPACT Agreement to allow for contract designated funds to be expended for training. Motion by Thompson, second by Schneider to bring forward a contract amendment to allow for training expenses not to exceed \$12,000. Motion carried 6-0.

Alicia Hunter, City Clerk presented discussion on revisions to Chapter 118 Peddler, Solicitors, and Transient Merchants. Proposed changes include removing the 7-day calendar sales restriction for transient merchants, changing the structure to an annual license only expiring 5/1 for transient merchants, and a day license only for peddlers/solicitors. There would also be the creation of a 24-hr public property license. The council would like to discuss the restrictions of the public property license further.

Alicia Hunter, City Clerk presented discussion on revisions to Chapter 130 Public Use and Special Events Permits. Proposed changes include updating the application process and adding the use of the special events trailer and barricade delivery. Motion by Schneider, second by Thompson to proceed with proposed changes. Motion carried 6-0.

Jessica Kinser, City Administrator presented discussion on implementing an Urban Tree Fee and a Compost Fee. The Urban Tree Fee would be used for staff time and contractor costs related to the removal, regeneration, and maintenance of a public tree canopy. Motion by Walker, second by Schneider to proceed with a \$1.50 Urban Tree Fee on residential, commercial, and industrial water accounts. Motion carried 4-2, Hoop and Thompson dissenting. The compost fee would be used for the equipment and operation of the compost facility, along with chipping and hauling of the compost. The compost would then be open to Marshalltown residential for free drop-off. Motion by Schneider, second by Walker to proceed with a \$1.50 compost fee on residential water accounts. Motion carried 5-1, Thompson dissenting.

PUBLIC COMMENT

Janelle Carter, 610 Elmwood Drive, thanked the city council, Jessica, and Michelle for the help and support of their multiple projects and advised equipment is mobilizing to begin work on the Hopkins Building.

The meeting adjourned at 7:44 pm.

Respectfully Submitted,



Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 04/11/22**Advertising**

Great.Wstrn.Bnk/8	341.67
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Buildings/Improvements

BDH/1	112.20
Great.Wstrn.Bnk/8	603.31
Hay.Constr./1	24,950.00
Tri.State.Lock/2	5,521.00

Consulting & Professional Fees

Bernie.Lowe/1	1,770.93
Bolton&Menk.Inc/8	144,480.41
Calhoun-Burns/1	5,078.34
Discover/1	22.00
Eide.Bailly.LLP/1	15,500.00
Great.Wstrn.Bnk/1	84.80
Iowa.One.Call/2	114.40
Mediacom Broad/5	1,774.00
Mtown.Partnersh/1	3,350.00
YSS Grants Bill/7	13,178.95

Contracts

ARL/1	4,333.33
BDH/13	7,146.85
Blabaum, John/1	27,831.30
Fisher.Comm.Ctr/1	8,333.33
Gentry,S/1	30,200.00
Great.Wstrn.Bnk/1	7.50
GRIMES.BUCK.SCH/1	2,805.00
IA.Dpt.Safety/1	325.50
Karl.Chevrolet/2	31,088.24
Koch.Office/1	257.84
Marco.Holdings/1	2,317.20
Marsh.Co.Landfi/1	52.00
Marshall.Co.Aud/1	2,500.00
Mtwn.Aviation/2	4,416.00
Perkin.Elmer./1	50,798.74
Pillar Inc/1	39,449.63
Premier.Equip/1	53.24
Push.Pedal.Pull/15	5,619.00
Racom.Corp/1	125.00
RDG.Planning/1	4,899.89
RICOH.USA.INC/6	178.69
Schendel.Pest.C/1	49.05
Siemens.Indust/1	849.41
Stone.Sanit/7	1,708.36
Terracon.Conslt/1	1,243.00
Tri.State.Lock/1	90.00
Union Pac RR Co/1	589.50

Library Books

Great.Wstrn.Bnk/7	204.44
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Medical

Bernie.Lowe/1	167.51
HARTFORD.ACCTS/1	6,700.18
Hunter Lane LLC/2	1,147.35
Lifeworks.Us/1	1,163.79

Payroll.Net

Payroll/1	317,001.95
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Refund/Reimbursed

Bilek, Devin/1	276.00
Cerna, Jacobo/1	2,587.52
Coluzzi Const/1	475.83
Great.Wstrn.Bnk/23	723.31

Rents/Leases

Ackley.Housing/2	278.00
ALCALA,R/1	343.00
Alejo, Jerry/1	183.00
AMES,STEVEN/24	7,392.00
Barnes,L/1	239.00
BJ&J.LLC/1	254.00
BLOOD,A/3	1,193.00
Borota,K/2	626.00
BOULDER.COOP.HS/3	953.00
Brodin,C/1	114.00
Buckaroo.LLC/2	897.00
Bunch, John/1	275.00
Burr,Robert/2	538.00
Charlier,Q/1	129.00
Chedester,James/1	400.00
Chilton,M/1	450.00
CIRSI/9	768.00
CMHC.INVEST/1	244.00
Colson, Mary/1	209.00
D.D.Rentals/1	294.00
DC Brown Rental/2	702.00
ECKLOR,S/3	720.00
Elwayne.Inc./3	859.00
Engel, Drew/1	184.00
EPM IA LLC/1	286.00
Etter, W/1	482.00
Eubanks,C/2	597.00
Ferneau, Gary/2	985.00
Frese.Propts/1	240.00
Friendly.Valley/2	280.00
Gonzales,G/1	551.00
Gonzalez, Pat/1	144.00
Gorrell, Joseph/1	312.00
Gossard.Mobile/1	270.00
Grant.Park.LLC/21	5,198.00
Gray,D/3	1,566.00
Hala,J/5	2,300.00
HARRIS,T/1	324.00
Hatch,R/4	1,946.00
Hilltop.Village/6	970.00
HOBSON,W/1	154.00
Hodges,K/1	507.00
HUBBARD.MAPLE/1	171.00
JB.I.COOP.Assn/3	1,090.00
Judge,M/5	1,651.00
Klinefelter,R/1	450.00
Kramer,M/1	218.00
LAWSON,R/1	35.00
Lawthers.Prop.M/1	222.00

BILL LIST 04/11/22

LBO Investments/1	442.00	Language.Line.S/1	1,742.04
Lopez, Jaime/1	370.00	M.Co.Recorder/11	569.00
LUENSE,B/7	2,867.00	Macqueen.Equip/1	1,720.45
Mansager, C/1	301.00	Mtwn.Aviation/1	30.05
Marion.Manor2/1	559.00	Occ.Med.Plus/1	179.00
Marshalltown.Sr/10	2,985.00	ONE.SOURCE/3	70.00
Moore, Michelle/1	426.00	Perez, Eliva/1	31.00
Mtwn/Westown/23	5,866.00	Perry, Sarah/1	150.00
MURPHY,P/1	283.00	Pilkington, Pam/1	10.00
Nelson,L/1	288.00	Racom.Corp/2	662.25
North.Tama.Hsg/2	285.00	Richey,Jennifer/1	32.00
Oetker,D/2	414.00	Saenz,Mary/1	31.00
Optimal Life/1	39.00	Scharnweber.Wtr/1	27.00
Palisade.Holdng/1	206.00	Schmudlach,Cody/1	10.00
Pilot.Creek/1	120.00	Squires,Chris/1	40.00
Pizano, Serio/1	151.00	Tacoma Housing/1	43.18
Premier.RE.Mgmt/8	3,660.00	Teledyn.Instr/1	3,040.00
PremierIowaCity/8	2,887.00	Triple E Insul/1	1,008.00
RA.Rental.Prop/1	478.00	Verizon.Wireles/3	93.43
RD.Toledo,LLP/2	728.00	Werner,Jessica/1	13.00
Reed,T/6	2,451.00	WICKHAM,M/1	720.00
River.Birch/7	2,748.00	Wilson, Ranae/1	13.00
River.Oaks/8	2,803.00	Supplies/Parts	
S.E.Invst/1	650.00	Adland.Engrvg/3	1,167.23
Schmidt,M/2	515.00	Airgas.U.S.A./2	92.26
SCOTT,L/1	434.00	Arnold.Motor.Su/15	849.99
SESKER,R/1	189.00	Atlantic.Bottli/1	945.79
Squire,B/1	191.00	Barco.MuniProd/1	1,483.92
Steelsmith,G/3	1,008.00	BDH/1	26.39
Sunrise.Apt/1	138.00	Becker, Chris/1	45.00
Swift, Scott/1	370.00	Bound.Tree.Medi/1	759.99
Switzer,T/2	1,113.00	BSN.Sports/1	104.99
Tacoma Housing/1	901.00	Cessford.Constr/5	4,599.15
Tallcorn.Tower/25	7,074.00	City.Laundering/6	313.07
TOWN.APARTMENT/2	210.00	Cntrl.IA.Distr/4	7,374.70
VC.Investment/6	1,324.00	Cntrl.IA.Machin/1	35.00
Walker, Angela/1	282.00	Concrete/1	424.41
Weatherly.Erin/1	663.00	Cummins.Service/1	1,585.87
Worent.Inc/2	616.00	Diamond Vogel/1	25.46
Worsfold Farm/1	364.00	Electric.Pump/1	10,161.28
Service/Repairs		Fastenal.Co/1	10.50
Airgas.U.S.A./1	70.28	Galls.LLC/6	481.06
Aponte,M/1	27.00	Gervich.Sons/1	400.00
Burgess, Jessie/1	104.00	Great.Wstrn.Bnk/125	19,596.42
Century.Link/76	1,314.40	Hawkeye.College/1	200.00
FIRSTNET.ATT/5	613.56	IA.Prison.Ind/1	329.50
Gale-Hazen,K/1	420.00	Jensen.Inc/1	5.75
Great.Wstrn.Bnk/27	5,384.70	Keystone.Lab/1	74.00
Hawkeye.Truck/1	39.40	Macqueen.Equip/1	61.09
Heart.of.Iowa/3	839.80	McAtee.Tire/1	30.00
I.C.A.P./1	341.00	Menards/10	769.17
INST.TRANSPORTA/1	3,000.00	Midland.Scienti/6	2,180.20
Jensen.Inc/2	4,448.25	Midwest.Wheel/2	1,309.76
Johnson,Alesha/1	31.00	Mobotrex.Inc./1	10,712.00
Kriss.Premium/1	17.29	Mtwn.Aviation/3	84.24

BILL LIST 04/11/22

MW Motor Supply/1	903.92
Napa.Auto/3	96.25
Northern.Lights/1	500.73
Office.Express/1	42.95
Racom.Corp/2	704.90
Safariland, LLC/2	939.50
Schendel.Pest.C/1	22.48
SE.Jones.Indust/3	1,797.00
Shetler,D/1	8.00
ShoBiz,Minutema/2	59.59
Southern Source/1	589.83
Streichers.Inc/2	760.00
Thiesens.Supply/11	538.30
Thompsons True/2	11.49
Transign,LLC/1	3,946.58
Witmer.Public.S/1	90.56
WW.Grainger/1	1,710.20
Ziegler/1	113.86
Travel/Training	
Great.Wstrn.Bnk/3	238.43
Utilities	
Alliant.Energy/40	62,431.49
Great.Wstrn.Bnk/1	57.94
I.R.U.A./1	158.00
Mtwn.Aviation/1	62.50
New.CenturyFS/1	847.84
WoodRiver.Enrgy/3	4,299.22
Wage Assignment	
American.Educa./1	64.41
Collection.Svs./5	1,441.11
Family Sup Pay/1	152.31
Galls.LLC/1	55.25
Great.Wstrn.Bnk/4	320.70
I.P.E.R.S./12	117,426.22
I.R.S./9	86,238.29
IA.Treasurer/3	18,223.02
ICMA457Mission/11	14,969.55
M.F.P.R.S.I./6	197,800.11
United.Way/6	2,351.64
Witmer.Public.S/1	61.97
Total/950	1,474,348.90

BILL LIST 04/11/22

Account Number	Vendor Name	Description (Item)	Amount
001.1010.5132.000	GALLS LLC	PD gun mount	\$ 130.90
001.1010.5132.000	GALLS LLC	PD employee clothing	\$ 110.50
001.1010.5132.000	GALLS LLC	PD duty holster	\$ 239.00
001.1010.5132.000	GALLS LLC	PD employee boots and nameplate	\$ 129.16
001.1010.5132.000	GALLS LLC	PD employee clothing	\$ 110.50
001.1010.5132.000	GALLS LLC	return holster	\$ (239.00)
001.1010.5132.000	Shetler, Dennis	PD chevron patches sewn on	\$ 8.00
001.1010.5132.000	Witmer Public Safety Group Inc	PD employee boots	\$ 90.56
001.1010.5230.000	Discover	criminal subpoena	\$ 22.00
001.1010.5230.000	YSS Grants Billing	YSS MPACT agreement City funded - Feb 2022	\$ 4,378.01
001.1010.5230.000	GREAT WESTERN BANK	Intel requests	\$ 84.80
001.1010.5342.000	RACOM CORPORATION	service labor on camera	\$ 125.00
001.1010.5342.000	SCHENDEL PEST CONTROL INC	PD monthly services	\$ 49.05
001.1010.5342.000	TRI STATE LOCK SERVICE	repair service call	\$ 90.00
001.1010.5342.000	GREAT WESTERN BANK	Records request for Det Tejada	\$ 7.50
001.1010.5344.000	IOWA DEPT OF PUBLIC SAFETY	January-March terminal billing	\$ 325.50
001.1010.5344.000	KOCH Office Group	PD contract copies	\$ 257.84
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Block time of hours - PD 20 hrs/mo	\$ 1,266.25
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup 4500 Veeam backup/ recovery -PD	\$ 38.80
001.1010.5347.000	BDH INFORMATION TECHNOLOGY LLC	PD Covert internet service	\$ 79.34
001.1010.5360.000	GREAT WESTERN BANK	Postage/Shipping	\$ 10.02
001.1010.5360.000	GREAT WESTERN BANK	Postage/Shipping	\$ 17.99
001.1010.5360.000	GREAT WESTERN BANK	Postage/Shipping	\$ 22.07
001.1010.5370.000	GREAT WESTERN BANK	Minuteman	\$ 21.60
001.1010.5410.000	Burgess, Jessie	PD vehicle wheel alignment	\$ 104.00
001.1010.5410.000	JENSEN INC	PD #505 repairs	\$ 115.00
001.1010.5431.000	LANGUAGE LINE SERV INC	over the phone interpretation services	\$ 1,742.04
001.1010.5431.000	GREAT WESTERN BANK	Interpreting	\$ 2,085.07
001.1010.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 106.42
001.1010.5450.000	CENTURYLINK	TRUNK LINES	\$ 94.46
001.1010.5450.000	CENTURYLINK	TRUNK LINES	\$ 94.46
001.1010.5460.000	GREAT WESTERN BANK	Training registration for Det Lampe	\$ 375.00
001.1010.5460.000	GREAT WESTERN BANK	Training registration for Officer Garcia	\$ 249.00
001.1010.5460.000	GREAT WESTERN BANK	Training registration for Officer Wolken	\$ 249.00
001.1010.5460.000	GREAT WESTERN BANK	Registration for training for Sgt Cole	\$ 359.00
001.1010.5464.000	GREAT WESTERN BANK	Lunch during training for Officer Shelangoski	\$ 10.00
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD engine oil filters	\$ 9.06
001.1010.5565.000	ARNOLD MOTOR SUPPLY LLP	PD 522 strut assy	\$ 228.36
001.1010.5565.000	JENSEN INC	PD #505 repairs	\$ 5.75
001.1010.5565.000	GREAT WESTERN BANK	LED post mount spotlight	\$ 292.25
001.1010.5565.000	GREAT WESTERN BANK	headlight wire harness for K9 truck	\$ 70.42
001.1010.5600.000	Safariland, LLC	holster parts	\$ 60.50
001.1010.5600.000	Safariland, LLC	expandable tactical single launcher	\$ 879.00
001.1010.5600.000	GREAT WESTERN BANK	exam gloves	\$ 421.25
001.1010.5600.000	GREAT WESTERN BANK	Rechargeable batteries and charger	\$ 25.57
001.1010.5600.000	GREAT WESTERN BANK	Exam gloves-med	\$ 224.95
001.1010.5600.000	GREAT WESTERN BANK	Dry erase board for Det area	\$ 320.00
001.1010.5600.000	GREAT WESTERN BANK	Canned air duster	\$ 39.90
001.1010.5600.000	GREAT WESTERN BANK	Dry erase markers and name badge holders	\$ 31.36
001.1010.5600.000	GREAT WESTERN BANK	Charging cables	\$ 83.70
001.1010.5600.000	GREAT WESTERN BANK	Sprayer and mop	\$ 39.81
001.1010.5600.000	GREAT WESTERN BANK	Notary stamp for Cpt Jones	\$ 22.26
001.1010.5600.000	GREAT WESTERN BANK	Thermal paper for cars	\$ 45.50
001.1010.5600.000	GREAT WESTERN BANK	Paper towels	\$ 157.93
001.1010.5600.000	GREAT WESTERN BANK	Ink for printer	\$ 120.28
001.1010.5600.000	GREAT WESTERN BANK	Janitorial supplies	\$ 103.83
001.1010.5600.000	GREAT WESTERN BANK	Battery Charger	\$ 123.10
001.1050.5132.000	GREAT WESTERN BANK	BOOTS	\$ 288.90
001.1050.5410.000	RACOM CORPORATION	labor and power supply samlex	\$ 347.25
001.1050.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 38.70
001.1050.5450.000	CENTURYLINK	TRUNK LINES	\$ 34.35
001.1050.5450.000	CENTURYLINK	TRUNK LINES	\$ 34.35
001.1050.5450.000	GREAT WESTERN BANK	AT&T	\$ 489.81
001.1050.5460.000	GREAT WESTERN BANK	TRAINING	\$ 150.00
001.1050.5460.000	GREAT WESTERN BANK	TRAINING	\$ 125.00
001.1050.5460.000	GREAT WESTERN BANK	TRAINING	\$ 125.00

001.1050.5600.000	GREAT WESTERN BANK	FLASH DRIVES	\$ 59.45
001.1050.5605.000	GREAT WESTERN BANK	PRINTER INK	\$ 119.28
001.1050.5980.000	Bilek, Devin	Reimbursement 2020 tax offset collection	\$ 276.00
001.1070.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 9.67
001.1070.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
001.1070.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
001.1070.5450.000	GREAT WESTERN BANK	TELEPHONE	\$ 42.68
001.1070.5565.000	MCATEE TIRE SALES & SERVICE INC	Housing vechicle tire repair	\$ 30.00
001.1071.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 9.67
001.1071.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
001.1071.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
001.1071.5450.000	GREAT WESTERN BANK	TELEPHONE	\$ 55.99
001.1075.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 9.67
001.1075.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
001.1075.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
001.1075.5450.000	GREAT WESTERN BANK	telepohne	\$ 48.77
001.1090.5331.000	ANIMAL RESCUE LEAGUE	April 2022	\$ 4,333.33
001.1099.5342.000	STONE SANITATION	Police & Fire Bldg	\$ 118.78
001.1099.5344.000	SIEMENS INDUSTRY, INC.	Fire Alarm system repairs PD/FD bldg	\$ 849.41
001.1099.5450.000	GREAT WESTERN BANK	Internet Services	\$ 395.97
001.1099.5481.000	ALLIANT ENERGY	909 S 2nd St Fire & Police Bldg	\$ 4,482.77
001.1099.5482.000	ALLIANT ENERGY	909 S 2nd St Fire & Police Bldg	\$ 444.16
001.1099.5482.000	WoodRiver Energy LLC	Police & Fire Bldg 11672	\$ 3,092.95
001.2010.5290.000	ICAP	2016 Caterpillar Motor Grader 1/26-4/1/22	\$ 341.00
001.2060.5344.000	RICOH USA INC	Engineering color copies	\$ 26.72
001.2060.5344.000	RICOH USA INC	Engineering BW copies	\$ 7.69
001.2080.5342.000	MARSHALLTOWN AVIATION INC	Airport manager fee, electric services, maintenanc	\$ 2,333.00
001.2080.5344.000	MARSHALLTOWN AVIATION INC	Airport monthly services thru M'town Aviation	\$ 2,083.00
001.2080.5450.000	MARSHALLTOWN AVIATION INC	Airport monthly services thru M'town Aviation	\$ 30.05
001.2080.5481.000	ALLIANT ENERGY	2651 170th St Runway lights	\$ 154.41
001.2080.5481.000	MARSHALLTOWN AVIATION INC	Airport monthly services thru M'town Aviation	\$ 62.50
001.2080.5483.000	Iowa Regional Utilities Association	Airport water usage- March	\$ 158.00
001.2080.5484.000	NEW CENTURY FS INC	Airport - LP Gas	\$ 847.84
001.2080.5565.000	MARSHALLTOWN AVIATION INC	Airport reimbursements	\$ 34.58
001.2080.5565.000	MARSHALLTOWN AVIATION INC	Airport reimbursements	\$ 25.66
001.2080.5600.000	MARSHALLTOWN AVIATION INC	Airport reimbursements	\$ 24.00
001.2080.5718.000	WW GRAINGER	Airport air compressor	\$ 1,710.20
001.4010.5280.000	GREAT WESTERN BANK	Iowa Library Association Memebership - K. Fink	\$ 130.00
001.4010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Block time of hours - Library 10 hrs/mo	\$ 633.13
001.4010.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 19.35
001.4010.5450.000	CENTURYLINK	TRUNK LINES	\$ 17.17
001.4010.5450.000	CENTURYLINK	TRUNK LINES	\$ 17.17
001.4010.5450.000	GREAT WESTERN BANK	Sarah's cell phone	\$ 33.52
001.4010.5450.000	GREAT WESTERN BANK	internet	\$ 310.09
001.4010.5460.000	GREAT WESTERN BANK	online conference	\$ 225.00
001.4010.5482.000	WoodRiver Energy LLC	Library gas #7078	\$ 1,126.39
001.4010.5600.000	GREAT WESTERN BANK	operating supplies - bandages	\$ 11.22
001.4010.5600.000	GREAT WESTERN BANK	tax credit	\$ (0.73)
001.4010.5601.000	GREAT WESTERN BANK	program supply - scissors	\$ 25.30
001.4010.5601.000	GREAT WESTERN BANK	program supply - vintage magazines	\$ 52.97
001.4010.5601.000	GREAT WESTERN BANK	youth program - prize books	\$ 14.00
001.4010.5601.000	GREAT WESTERN BANK	youth program supply - pizza	\$ 42.67
001.4010.5605.000	GREAT WESTERN BANK	office supplies - bottled water	\$ 7.85
001.4010.5611.000	GREAT WESTERN BANK	calci-buster	\$ 53.29
001.4010.5730.000	GREAT WESTERN BANK	reference book	\$ 24.59
001.4010.5732.000	GREAT WESTERN BANK	DVDs	\$ 5.98
001.4010.5732.000	GREAT WESTERN BANK	DVDs	\$ 47.82
001.4010.5732.000	GREAT WESTERN BANK	DVDs	\$ 24.95
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	\$ 26.95
001.4010.5732.000	GREAT WESTERN BANK	juvenile books	\$ 41.77
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced DVDs	\$ 7.22
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced DVDs	\$ 7.98
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced DVDs	\$ 6.76
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced DVDs	\$ 18.98
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced DVDs	\$ 18.92
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced DVDs	\$ 144.54
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced DVDs	\$ 67.85
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$ 114.42

001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	13.99
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	11.00
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	22.62
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	5.68
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	12.99
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	16.26
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	17.03
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	20.81
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	40.97
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	33.11
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	28.95
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	31.80
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	29.13
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	27.20
001.4010.5734.000	GREAT WESTERN BANK	lost and replaced books	\$	25.10
001.4030.5132.000	GREAT WESTERN BANK	Jeans & shirts	\$	99.97
001.4030.5251.000	GREAT WESTERN BANK	Shade Tree Conference	\$	200.00
001.4030.5251.000	GREAT WESTERN BANK	Shade Tree Conference	\$	200.00
001.4030.5342.000	STONE SANITATION	roll off	\$	456.64
001.4030.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.67
001.4030.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4030.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4030.5450.000	FIRSTNET-AT&T Mobility	PW cell phones	\$	41.27
001.4030.5481.000	ALLIANT ENERGY	JUDGE PARK	\$	20.38
001.4030.5481.000	ALLIANT ENERGY	311 E ANSON ST PARK	\$	22.47
001.4030.5481.000	ALLIANT ENERGY	BROADMORE Assistance League	\$	14.88
001.4030.5481.000	ALLIANT ENERGY	HIGHLAND ACRES RD	\$	23.52
001.4030.5481.000	ALLIANT ENERGY	500 Plaza Hts Rd	\$	30.56
001.4030.5481.000	ALLIANT ENERGY	KIWANIS PARK	\$	21.70
001.4030.5481.000	ALLIANT ENERGY	Arnolds Park	\$	13.47
001.4030.5481.000	ALLIANT ENERGY	220 N 13th St Rest room	\$	53.77
001.4030.5481.000	ALLIANT ENERGY	N 13th St	\$	109.60
001.4030.5562.000	CESSFORD CONSTRUCTION COMPANY	Parks- lime	\$	167.61
001.4030.5562.000	GREAT WESTERN BANK	Oil, grease, light, grommet	\$	80.03
001.4030.5565.000	GREAT WESTERN BANK	weld on square tube jack	\$	169.60
001.4030.5600.000	DIAMOND VOGEL INC	Parks paint, brushes	\$	25.46
001.4030.5611.000	CENTRAL IOWA DISTRIBUTING INC	Parks bldg supplies	\$	2,900.50
001.4030.5611.000	MENARDS	16' extension handle	\$	85.92
001.4030.5611.000	Thompsons True Value	Anson Shelter bldg materials	\$	1.70
001.4030.5611.000	GREAT WESTERN BANK	Paint	\$	81.76
001.4030.5611.000	GREAT WESTERN BANK	Knob unit	\$	90.00
001.4030.5611.000	GREAT WESTERN BANK	Keys	\$	6.42
001.4030.5611.000	GREAT WESTERN BANK	Tax Refunded	\$	(0.42)
001.4030.5611.000	GREAT WESTERN BANK	P&R Comm bldg fan&motor	\$	19.97
001.4040.5358.000	GALE-HAZEN, Karen A	classes 3/7-4/3	\$	420.00
001.4040.5358.000	Perry, Sarah	classes 2/21-4/3	\$	150.00
001.4040.5358.000	WICKHAM, MICHAEL L	Classes 3/24-4/28/22	\$	720.00
001.4040.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.67
001.4040.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4040.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4040.5600.000	GREAT WESTERN BANK	Shirt covers	\$	71.98
001.4040.5601.000	ADLAND ENGRAVING CO INC	volleyball champion award plaques	\$	33.80
001.4041.5132.000	ADLAND ENGRAVING CO INC	Parks staff shirts	\$	566.71
001.4041.5216.000	GREAT WESTERN BANK	Background Checks	\$	200.00
001.4041.5357.000	GREAT WESTERN BANK	Summer Blast Activity	\$	347.50
001.4041.5601.000	GREAT WESTERN BANK	Special Olympics Trike	\$	1,548.50
001.4045.5450.000	CENTURYLINK	ALL PHONE LINES	\$	19.35
001.4045.5450.000	CENTURYLINK	TRUNK LINES	\$	17.17
001.4045.5450.000	CENTURYLINK	TRUNK LINES	\$	17.17
001.4045.5481.000	ALLIANT ENERGY	Aquatic Center	\$	235.55
001.4045.5482.000	WoodRiver Energy LLC	SWIMMING POOL 7077	\$	79.88
001.4045.5600.000	ADLAND ENGRAVING CO INC	Parks staff shirts	\$	566.72
001.4045.5600.000	CENTRAL IOWA DISTRIBUTING INC	Parks cleaning/ bldg supplies	\$	1,957.10
001.4060.5331.000	FISHER COMMUNITY CENTER	April 2022	\$	8,333.33
001.4065.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.67
001.4065.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4065.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.4065.5600.000	CENTRAL IOWA DISTRIBUTING INC	Parks cleaning/ bldg supplies	\$	1,957.10

001.4065.5600.000	GREAT WESTERN BANK	Basketballs	\$	114.00
001.4066.5613.000	ATLANTIC BOTTLING CO	Coliseum resale products	\$	945.79
001.4066.5613.000	NORTHERN LIGHTS DISTRIBUTING	Parks resale products	\$	500.73
001.4066.5613.000	GREAT WESTERN BANK	Concession for resale	\$	25.89
001.4066.5613.000	GREAT WESTERN BANK	Concession for resale	\$	94.45
001.4066.5613.000	GREAT WESTERN BANK	Concession for resale	\$	104.44
001.5010.5342.000	STONE SANITATION	Central Business District	\$	200.00
001.5020.5230.000	Bolton & Menk Inc	general engineering	\$	495.00
001.5040.5230.000	Bolton & Menk Inc	general engineering	\$	2,880.00
001.6010.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.67
001.6010.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.6010.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.6012.5230.000	Bolton & Menk Inc	general engineering	\$	225.00
001.6012.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.67
001.6012.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.6012.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.6020.5210.000	GREAT WESTERN BANK	advertising	\$	13.06
001.6020.5210.000	GREAT WESTERN BANK	advertising	\$	11.13
001.6020.5210.000	GREAT WESTERN BANK	advertising	\$	46.45
001.6020.5210.000	GREAT WESTERN BANK	advertising	\$	6.14
001.6020.5210.000	GREAT WESTERN BANK	advertising	\$	17.28
001.6020.5210.000	GREAT WESTERN BANK	advertising	\$	22.65
001.6020.5210.000	GREAT WESTERN BANK	advertising	\$	44.91
001.6020.5210.000	GREAT WESTERN BANK	advertising	\$	180.05
001.6020.5250.000	MARSHALL COUNTY RECORDER	March recordings	\$	399.00
001.6020.5344.000	RICOH USA INC	City Clerk color copies	\$	72.87
001.6020.5344.000	RICOH USA INC	City Clerk BW copies	\$	36.99
001.6020.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.67
001.6020.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.6020.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.6020.5605.000	GREAT WESTERN BANK	staples	\$	8.21
001.6021.5232.000	EIDEBAILLY LLP	Audit of FY21 Financial Statements	\$	15,500.00
001.6021.5450.000	CENTURYLINK	ALL PHONE LINES	\$	38.78
001.6021.5450.000	CENTURYLINK	TRUNK LINES	\$	34.31
001.6021.5450.000	CENTURYLINK	TRUNK LINES	\$	34.31
001.6021.5702.000	OFFICE EXPRESS	chair mat for acctg manager	\$	42.95
001.6025.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.67
001.6025.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.6025.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
001.6025.5605.000	GREAT WESTERN BANK	certificate frames	\$	73.97
001.6040.5331.000	MARSHALL COUNTY AUDITOR	Qtr 1/17/22-4/16/22	\$	2,500.00
001.6040.5342.000	GRIMES BUCK SCHOELL BEACH & HITCHIN	SERVICES 2/21-3/21	\$	2,805.00
001.6050.5342.000	STONE SANITATION	City Hall	\$	118.78
001.6050.5410.000	KRISS PREMIUM PRODUCTS INC	acid starch indicator powder	\$	17.29
001.6050.5600.000	GREAT WESTERN BANK	City hall bathroom supplies	\$	29.33
001.6050.5611.000	GREAT WESTERN BANK	YSS elevator rooms	\$	19.44
001.6050.5611.000	GREAT WESTERN BANK	cleaner, pvc pipe, steel elbows-YSS 1/2	\$	41.57
001.6051.5600.000	SCHENDEL PEST CONTROL INC	glue boards break room Carnegie Bldg	\$	22.48
001.6051.5600.000	GREAT WESTERN BANK	letters/numbers for elevator	\$	31.49
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Firewall FortiGate 1 year City Hall	\$	1,025.61
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Block time of hours 50/month	\$	3,165.62
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Mailfilter Spam/Virus email filtering	\$	75.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	OpenDNS Ent Monthly subscription-Website security	\$	313.50
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Remote monitoring, desktop service, patches	\$	375.00
001.6070.5347.000	BDH INFORMATION TECHNOLOGY LLC	Veeam monthly subscription for Tyler servers	\$	116.40
001.6070.5347.000	Marco Holdings LLC	Mitel phone software assurance 5/26/22-5/25/23	\$	2,317.20
030.1010.5718.000	STREICHER'S INC	New employee bullet proof vest	\$	380.00
030.1050.5750.000	PUSH PEDAL PULL	Customer Discount	\$	(2,727.00)
030.1050.5750.000	PUSH PEDAL PULL	Exercise Equipment	\$	48.00
030.1050.5750.000	PUSH PEDAL PULL	Exercise Equipment	\$	48.00
030.1050.5750.000	PUSH PEDAL PULL	Exercise Equipment	\$	52.00
030.1050.5750.000	PUSH PEDAL PULL	Exercise Equipment	\$	150.00
030.1050.5750.000	PUSH PEDAL PULL	Exercise Equipment Installation	\$	685.00
030.1050.5750.000	PUSH PEDAL PULL	Exercise Equipment	\$	199.00
030.1050.5750.000	PUSH PEDAL PULL	Exercise Equipment	\$	1,399.00
030.1050.5750.000	PUSH PEDAL PULL	Exercise Equipment	\$	2,280.00
030.1050.5750.000	PUSH PEDAL PULL	Exercise Equipment	\$	200.00
030.1050.5750.000	PUSH PEDAL PULL	Exercise Equipment	\$	249.00

030.1050.5750.000	PUSH PEDAL PULL	Exercise Equipment	\$ 399.00
030.1050.5750.000	PUSH PEDAL PULL	Excercise Equipment Shipping	\$ 589.00
030.1050.5750.000	PUSH PEDAL PULL	Exercise Equipment	\$ 1,299.00
030.1050.5750.000	PUSH PEDAL PULL	Exercise Equipment	\$ 749.00
031.6050.5776.000	BDH INFORMATION TECHNOLOGY LLC	IT set up for finance remodel	\$ 112.20
031.6050.5776.000	HAY CONSTRUCTION SVCS INC	City Hall Finance Remodel-outside help: Hay	\$ 24,950.00
031.6050.5776.000	TRI STATE LOCK SERVICE	Finance remodel dorrs and keys	\$ 75.00
031.6050.5776.000	TRI STATE LOCK SERVICE	Finance remodel dorrs and keys	\$ 5,446.00
031.6050.5776.000	GREAT WESTERN BANK	Finance Remodel1500W 208V heater	\$ 360.58
031.6050.5776.000	GREAT WESTERN BANK	finance remodel electric supplies	\$ 25.24
031.6050.5776.000	GREAT WESTERN BANK	finance remodel electric supplies	\$ 56.32
031.6050.5776.000	GREAT WESTERN BANK	finance remodel electric supplies	\$ 61.70
031.6050.5776.000	GREAT WESTERN BANK	finance remodel electric supplies	\$ 41.89
031.6050.5776.000	GREAT WESTERN BANK	finance remodel electric supplies	\$ 44.04
031.6050.5776.000	GREAT WESTERN BANK	finance remodel electric supplies	\$ 19.87
031.6050.5776.000	GREAT WESTERN BANK	finance remodel electric supplies	\$ (6.33)
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$ 66.12
110.2010.5132.000	CITY LAUNDERING COMPANY	Street dept uniform cleaning	\$ 149.89
110.2010.5132.000	THEISENS SUPPLY INC	leather gloves and jacket	\$ 60.98
110.2010.5132.000	THEISENS SUPPLY INC	Street employee clothing	\$ 124.99
110.2010.5342.000	MARSHALL COUNTY LANDFILL	charged by the tire	\$ 52.00
110.2010.5342.000	STONE SANITATION	Street Dept	\$ 118.78
110.2010.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup Veaam & Recovery PW	\$ 19.40
110.2010.5360.000	HAWKEYE TRUCK EQUIPMENT INC	freight	\$ 39.40
110.2010.5360.000	GREAT WESTERN BANK	Street dept - stamps	\$ 23.20
110.2010.5380.000	AIRGAS USA, LLC	Streets cylinder rentals	\$ 70.28
110.2010.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 9.67
110.2010.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
110.2010.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
110.2010.5450.000	VERIZON WIRELESS	Street/ Sewer phone 3/11-4/10	\$ 51.80
110.2010.5481.000	ALLIANT ENERGY	1600 S Center St irrigation system	\$ 21.17
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	engine oil filters	\$ 9.06
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	fuel filters	\$ 51.78
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	engine oil filter	\$ 30.28
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	engine oil filter	\$ 30.28
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	engine oil filter	\$ 30.28
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	engine oil filters	\$ 60.56
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	engine oil filters	\$ 60.56
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	engine oil filters	\$ 60.56
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	engine oil filters	\$ 30.28
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	engine oil filter	\$ 30.28
110.2010.5565.000	ARNOLD MOTOR SUPPLY LLP	engine oil filter	\$ 30.28
110.2010.5571.000	GREAT WESTERN BANK	small engin gas	\$ 31.80
110.2010.5600.000	AIRGAS USA, LLC	hazmat charge	\$ 7.00
110.2010.5600.000	AIRGAS USA, LLC	10'x1' blade	\$ 85.26
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	bradied wire, oils	\$ 155.68
110.2010.5600.000	ARNOLD MOTOR SUPPLY LLP	dry graphite lube	\$ 32.69
110.2010.5600.000	CENTRAL IOWA MACHINE SHOP INC	manure spreader deflector	\$ 35.00
110.2010.5600.000	GERVICH & SONS INC	jib boom attachment parts	\$ 400.00
110.2010.5600.000	MENARDS	deck brush and paint rollers	\$ 40.46
110.2010.5600.000	MENARDS	2x6-8' wood	\$ 54.88
110.2010.5600.000	MENARDS	fasteners and washers	\$ 22.43
110.2010.5600.000	Midwest Motor Supply Co	Street dept materials	\$ 903.92
110.2010.5600.000	THEISENS SUPPLY INC	ball mount, tube receiver, hitch pin	\$ 66.87
110.2010.5600.000	ZIEGLER INC	Cat Hydo ADV 10W	\$ 113.86
110.2010.5600.000	GREAT WESTERN BANK	12 pk 1/2 heavy duty D-rings	\$ 54.89
110.2010.5600.000	GREAT WESTERN BANK	small engine starter rope	\$ 37.72
110.2010.5611.000	GREAT WESTERN BANK	Key drop box for PWB	\$ 304.99
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	road stone	\$ 1,955.95
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	road stone	\$ 782.22
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	road stone	\$ 718.00
110.2010.5620.000	CESSFORD CONSTRUCTION COMPANY	road stone	\$ 975.37
110.2010.5626.000	IOWA PRISON INDUSTRIES	white sheeting	\$ 329.50
110.2010.5627.000	BARCO MUNICIPAL PRODUCTS INC	type II steelkade HI DF and hazard lights	\$ 1,483.92
110.2010.5628.000	GREAT WESTERN BANK	1-800-Stencil	\$ 482.00
110.2010.5628.000	GREAT WESTERN BANK	Pavement stencils	\$ 1,168.00
110.2010.5718.000	MENARDS	one gallon tank sprayer	\$ 9.97
110.2010.5718.000	RACOM CORPORATION	portable radio, battery and programming	\$ 540.80

110.2010.5718.000	SE Jones Industries Inc	prybar set, underhood light, chisel set, etc	\$	1,667.20
110.2010.5718.000	SE Jones Industries Inc	drain plug pro and spring tools	\$	79.15
110.2010.5718.000	SE Jones Industries Inc	spring tools	\$	50.65
110.2010.5718.000	THEISENS SUPPLY INC	prosnip and pliers	\$	42.98
110.2010.5718.000	THEISENS SUPPLY INC	patch wagon level pump and sprayer	\$	56.98
110.2010.5718.000	GREAT WESTERN BANK	slugger tools	\$	1,025.95
110.2010.5718.000	GREAT WESTERN BANK	credit to change amount for tax	\$	(1,097.77)
110.2010.5718.000	GREAT WESTERN BANK	two wrenches	\$	29.97
110.2011.5342.000	Pillar Inc	SDW20001 2020 ADA Sidewalk Repair	\$	39,449.63
110.2030.5481.000	ALLIANT ENERGY	MARSHALLTOWN	\$	18,383.09
110.2030.5481.000	ALLIANT ENERGY	MARSHALLTOWN	\$	18,239.20
110.2030.5481.000	ALLIANT ENERGY	3098 LINCOLN WAY SIGN	\$	34.81
110.2030.5481.000	ALLIANT ENERGY	6 S 2nd St Alley	\$	47.00
110.2030.5481.000	ALLIANT ENERGY	36 W MAIN ST ALLEY	\$	45.57
110.2030.5481.000	ALLIANT ENERGY	106 S CENTER ST METERED	\$	42.87
110.2030.5481.000	ALLIANT ENERGY	N CENTER ST & CHURCH ST	\$	36.87
110.2030.5481.000	ALLIANT ENERGY	NE corner S 1st Ave / Church St parking lot	\$	212.83
110.2030.5481.000	ALLIANT ENERGY	S 6TH ST	\$	47.24
110.2030.5481.000	ALLIANT ENERGY	1707 Laurel Dr Viaduct Light	\$	31.29
110.2030.5481.000	ALLIANT ENERGY	MARSHALLTOWN	\$	18,487.09
110.2030.5481.000	ALLIANT ENERGY	N 13th Street lights	\$	134.23
110.2030.5481.000	ALLIANT ENERGY	25 N 13th St	\$	63.23
110.2030.5481.000	ALLIANT ENERGY	207 W Main St	\$	27.13
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	16.92
110.2040.5132.000	CITY LAUNDERING COMPANY	uniform cleaning Utility Dept.	\$	16.92
110.2040.5132.000	GREAT WESTERN BANK	2 hats, dave- cold weather gear	\$	49.98
110.2040.5132.000	GREAT WESTERN BANK	paypal fee	\$	1.95
110.2040.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.67
110.2040.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
110.2040.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
110.2040.5450.000	FIRSTNET-AT&T Mobility	PW cell phones	\$	130.59
110.2040.5481.000	ALLIANT ENERGY	S 3RD AVE CNR LINN	\$	104.26
110.2040.5481.000	ALLIANT ENERGY	E ANSON ST CNR 3RD AVE	\$	62.82
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR ANSON	\$	58.03
110.2040.5481.000	ALLIANT ENERGY	S 1ST AVE & E ANSON	\$	63.25
110.2040.5481.000	ALLIANT ENERGY	S 6TH ST CNR OLIVE	\$	32.22
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST & SOUTH ST	\$	41.97
110.2040.5481.000	ALLIANT ENERGY	S CENTER ST CNR OLIVE	\$	49.24
110.2040.5481.000	ALLIANT ENERGY	W Meadowlane cnr Center	\$	42.28
110.2040.5481.000	ALLIANT ENERGY	Westwood Dr cnr Center	\$	35.63
110.2040.5565.000	GREAT WESTERN BANK	Utility truck bracket repairs	\$	75.00
110.2040.5565.000	GREAT WESTERN BANK	Utility truck bracket repairs	\$	75.00
110.2040.5605.000	Sho Biz Inc dba Minuteman	Engineering daily planner	\$	14.19
110.2040.5605.000	GREAT WESTERN BANK	highlighters	\$	10.70
110.2040.5718.000	MOBOTREX INC	Traffic signal detection pucks & epoxy	\$	10,712.00
110.2040.5718.000	THEISENS SUPPLY INC	Utility dept sawzall	\$	249.99
110.2040.5718.000	THEISENS SUPPLY INC	return sawzall	\$	(249.99)
110.2040.5718.000	GREAT WESTERN BANK	drill bit set	\$	32.09
110.2040.5718.000	GREAT WESTERN BANK	sawzall	\$	249.99
110.2040.5718.000	GREAT WESTERN BANK	Utility headlamps	\$	108.13
110.2050.5565.000	GREAT WESTERN BANK	cab mounted control arm	\$	46.49
110.2060.5230.000	Bolton & Menk Inc	general engineering	\$	225.00
110.2060.5280.000	Institute for Transportation	dTIMS annual 2022/2023 services	\$	3,000.00
110.2060.5344.000	RICOH USA INC	Engineering BW copies	\$	7.69
110.2060.5344.000	RICOH USA INC	Engineering color copies	\$	26.73
110.2060.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup Veaam & Recovery PW	\$	19.40
110.2060.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.67
110.2060.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
110.2060.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
110.2060.5450.000	FIRSTNET-AT&T Mobility	PW cell phones	\$	359.16
110.2060.5600.000	GREAT WESTERN BANK	battery for traffic counter	\$	27.80
110.2060.5605.000	Sho Biz Inc dba Minuteman	wirebound notebooks, hanging file folders	\$	45.40
110.2060.5685.000	GREAT WESTERN BANK	paint for marking sidewalks	\$	104.26
110.2060.5685.000	GREAT WESTERN BANK	pavement marking paint	\$	35.22
110.2060.5703.000	BDH INFORMATION TECHNOLOGY LLC	Engineering monitor cord to use old monitor	\$	26.39
110.2060.5704.000	GREAT WESTERN BANK	Engineering design renewal	\$	198.00
110.2060.5718.000	Thompsons True Value	Eng equipment for concrete testing	\$	9.79
110.2070.5565.000	MACQUEEN EQUIPMENT	curb spacers	\$	61.09

121.5900.5230.000	MARSHALLTOWN MAIN ST PARTNERSHIP IN	Vision Marshalltown community marketing services	\$	3,350.00
121.5900.5230.000	Mediacom Broadband LLC	TV	\$	200.00
121.5900.5230.000	Mediacom Broadband LLC	TV	\$	408.00
121.5900.5230.000	Mediacom Broadband LLC	OTT	\$	766.00
121.5900.5230.000	Mediacom Broadband LLC	OTT	\$	200.00
121.5900.5230.000	Mediacom Broadband LLC	OTT	\$	200.00
130.1010.5260.000	JENSEN INC	PD #514 insurance repairs	\$	4,333.25
130.1010.5260.000	TELEDYNE INSTRUMENTS INC	R60 Aircraft plastics and circuit boards	\$	3,040.00
130.1010.5410.000	Triple E Insulators LLC	PD closed cell foam applied to sliding door	\$	1,008.00
130.2040.5410.000	RACOM CORPORATION	Crime Stopper camera repair	\$	315.00
132.5020.5331.000	Blabbaum, John	Development agreement 19-CTBF-003 18 W Main St	\$	27,831.30
132.5020.5342.000	Gentry, Susan	410 E. Linn St	\$	30,200.00
132.5020.5342.000	RDG Planning & Design	Downtown Facade Improvements	\$	4,899.89
140.4030.5450.000	GREAT WESTERN BANK	Internet	\$	129.95
140.4030.5611.000	MENARDS	AnsonPark wood and lights	\$	476.95
140.4030.5611.000	MENARDS	handy box covers	\$	27.18
140.4030.5611.000	MENARDS	return handy box covers	\$	(27.18)
140.4030.5611.000	MENARDS	Anson park- outlet plates	\$	8.62
142.4030.5481.000	ALLIANT ENERGY	800 S 6TH ST	\$	69.71
142.4030.5611.000	BSN SPORTS	adult step down pitchers rubber	\$	104.99
148.1050.5630.000	Bound Tree Medical LLC	N95 respirattors	\$	759.99
148.8015.5600.000	GREAT WESTERN BANK	COVID MASKS STAFF/GUESTS	\$	25.68
151.1010.5230.000	YSS Grants Billing	Cell Phone Reimbursement	\$	77.52
151.1010.5230.000	YSS Grants Billing	Benefits	\$	1,077.47
151.1010.5230.000	YSS Grants Billing	Community Advocates	\$	4,309.89
151.1010.5718.000	STREICHER'S INC	New employee bullet proof vest	\$	380.00
152.1010.5230.000	YSS Grants Billing	Two full time employees	\$	2,057.09
152.1010.5230.000	YSS Grants Billing	Benefits	\$	667.21
152.1010.5230.000	YSS Grants Billing	Supervisor	\$	611.76
152.1010.5280.000	GREAT WESTERN BANK	GoToMeeting	\$	16.00
153.1010.5460.000	GREAT WESTERN BANK	Registration for training for Officer Svoboda	\$	100.00
153.1010.5464.000	GREAT WESTERN BANK	Lunch for Officer Svoboda during conference	\$	15.55
153.1010.5465.000	GREAT WESTERN BANK	Lodging during training for Officer Svoboda	\$	212.88
153.1010.5570.000	GREAT WESTERN BANK	Fuel for Officer Svoboda during training	\$	58.40
153.1010.5570.000	GREAT WESTERN BANK	Fuel for Officer Svoboda during training	\$	29.36
170.4010.5732.000	GREAT WESTERN BANK	Large-type book	\$	9.01
170.4010.5732.000	GREAT WESTERN BANK	gift accouont - program books	\$	47.96
184.5030.5238.000	Tacoma Housing Authority	Housing Assistance Payment	\$	43.18
184.5030.5242.000	ACKLEY HOUSING INC	Housing Assistance Payment	\$	225.00
184.5030.5242.000	ACKLEY HOUSING INC	Housing Assistance Payment	\$	53.00
184.5030.5242.000	Alcala, Rigoberto	Housing Assistance Payment	\$	343.00
184.5030.5242.000	Alejo, Jerry	Housing Assistance Payment	\$	183.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	243.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	241.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	189.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	174.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	89.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	281.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	342.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	347.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	326.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	323.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	322.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	318.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	308.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	297.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	341.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	341.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	341.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	341.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	330.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	515.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	348.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	347.00
184.5030.5242.000	AMES, STEVEN	Housing Assistance Payment	\$	347.00
184.5030.5242.000	Barnes, Lonnie	Housing Assistance Payment	\$	239.00
184.5030.5242.000	BJ&J LLC	Housing Assistance Payment	\$	254.00

184.5030.5242.000	BLOOD, ALEX	Housing Assistance Payment	\$	420.00
184.5030.5242.000	BLOOD, ALEX	Housing Assistance Payment	\$	413.00
184.5030.5242.000	BLOOD, ALEX	Housing Assistance Payment	\$	360.00
184.5030.5242.000	Borota, Kent	Housing Assistance Payment	\$	318.00
184.5030.5242.000	Borota, Kent	Housing Assistance Payment	\$	308.00
184.5030.5242.000	BOULDER COOPERATIVE HOUSING ASSN	Housing Assistance Payment	\$	134.00
184.5030.5242.000	BOULDER COOPERATIVE HOUSING ASSN	Housing Assistance Payment	\$	194.00
184.5030.5242.000	BOULDER COOPERATIVE HOUSING ASSN	Housing Assistance Payment	\$	625.00
184.5030.5242.000	BRODIN, CHRIS	Housing Assistance Payment	\$	114.00
184.5030.5242.000	Buckaroo LLC	Housing Assistance Payment	\$	402.00
184.5030.5242.000	Buckaroo LLC	Housing Assistance Payment	\$	495.00
184.5030.5242.000	Bunch, John	Housing Assistance Payment	\$	275.00
184.5030.5242.000	Burr, Robert	Housing Assistance Payment	\$	164.00
184.5030.5242.000	Burr, Robert	Housing Assistance Payment	\$	374.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payment	\$	118.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payment	\$	46.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payment	\$	66.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payment	\$	73.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payment	\$	76.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payment	\$	93.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payment	\$	98.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payment	\$	99.00
184.5030.5242.000	CENTRAL IOWA RESIDENTIAL SERV INC	Housing Assistance Payment	\$	99.00
184.5030.5242.000	Charlier, Quinten	Housing Assistance Payment	\$	129.00
184.5030.5242.000	Chedester, James	Housing Assistance Payment	\$	400.00
184.5030.5242.000	CHILTON, Michael	Housing Assistance Payment	\$	450.00
184.5030.5242.000	CMHC Investments LLC	Housing Assistance Payment	\$	244.00
184.5030.5242.000	Colson, Mary	Housing Assistance Payment	\$	209.00
184.5030.5242.000	D & D RENTALS INC	Housing Assistance Payment	\$	294.00
184.5030.5242.000	DC Brown Rentals	Housing Assistance Payment	\$	500.00
184.5030.5242.000	DC Brown Rentals	Housing Assistance Payment	\$	202.00
184.5030.5242.000	Ecklor, Shane	Housing Assistance Payment	\$	397.00
184.5030.5242.000	Ecklor, Shane	Housing Assistance Payment	\$	281.00
184.5030.5242.000	Ecklor, Shane	Housing Assistance Payment	\$	42.00
184.5030.5242.000	ELWAYNE INC	Housing Assistance Payment	\$	151.00
184.5030.5242.000	ELWAYNE INC	Housing Assistance Payment	\$	245.00
184.5030.5242.000	ELWAYNE INC	Housing Assistance Payment	\$	463.00
184.5030.5242.000	Engel, Drew	Housing Assistance Payment	\$	184.00
184.5030.5242.000	EPM Iowa LLC	Housing Assistance Payment	\$	286.00
184.5030.5242.000	ETTER, WILLIAM	Housing Assistance Payment	\$	482.00
184.5030.5242.000	EUBANKS, CHAD	Housing Assistance Payment	\$	298.00
184.5030.5242.000	EUBANKS, CHAD	Housing Assistance Payment	\$	299.00
184.5030.5242.000	Ferneau, Gary	Housing Assistance Payment	\$	568.00
184.5030.5242.000	Ferneau, Gary	Housing Assistance Payment	\$	417.00
184.5030.5242.000	FRESE PROPERTIES LLC	Housing Assistance Payment	\$	240.00
184.5030.5242.000	FRIENDLY VALLEY APARTMENTS INC	Housing Assistance Payment	\$	143.00
184.5030.5242.000	FRIENDLY VALLEY APARTMENTS INC	Housing Assistance Payment	\$	137.00
184.5030.5242.000	Gonzales, Gilbert	Housing Assistance Payment	\$	551.00
184.5030.5242.000	Gonzalez, Patricia	Housing Assistance Payment	\$	144.00
184.5030.5242.000	Gorrell, Joseph	Housing Assistance Payment	\$	312.00
184.5030.5242.000	GOSSARD MOBILE HOMES INC	Housing Assistance Payment	\$	270.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payment	\$	327.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payment	\$	313.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payment	\$	312.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payment	\$	289.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payment	\$	516.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payment	\$	471.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payment	\$	368.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payment	\$	161.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payment	\$	146.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payment	\$	142.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payment	\$	136.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payment	\$	20.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payment	\$	335.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payment	\$	343.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payment	\$	166.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payment	\$	175.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payment	\$	276.00

184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payment	\$	215.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payment	\$	191.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payment	\$	185.00
184.5030.5242.000	GRANT PARK LLC	Housing Assistance Payment	\$	111.00
184.5030.5242.000	GRAY, DENNIS	Housing Assistance Payment	\$	413.00
184.5030.5242.000	GRAY, DENNIS	Housing Assistance Payment	\$	550.00
184.5030.5242.000	GRAY, DENNIS	Housing Assistance Payment	\$	603.00
184.5030.5242.000	HALA, JANET	Housing Assistance Payment	\$	357.00
184.5030.5242.000	HALA, JANET	Housing Assistance Payment	\$	647.00
184.5030.5242.000	HALA, JANET	Housing Assistance Payment	\$	210.00
184.5030.5242.000	HALA, JANET	Housing Assistance Payment	\$	364.00
184.5030.5242.000	HALA, JANET	Housing Assistance Payment	\$	722.00
184.5030.5242.000	HARRIS, TOM	Housing Assistance Payment	\$	324.00
184.5030.5242.000	HATCH, Roger	Housing Assistance Payment	\$	167.00
184.5030.5242.000	HATCH, Roger	Housing Assistance Payment	\$	313.00
184.5030.5242.000	HATCH, Roger	Housing Assistance Payment	\$	591.00
184.5030.5242.000	HATCH, Roger	Housing Assistance Payment	\$	875.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Assistance Payment	\$	231.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Assistance Payment	\$	202.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Assistance Payment	\$	190.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Assistance Payment	\$	126.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Assistance Payment	\$	116.00
184.5030.5242.000	HILLTOP VILLAGE INC	Housing Assistance Payment	\$	105.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	388.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	382.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	364.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	322.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	439.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	439.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	257.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	250.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	248.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	248.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	241.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	228.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	219.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	321.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	277.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	271.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	261.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	316.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	136.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	133.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	82.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	44.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	173.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	486.00
184.5030.5242.000	HISTORIC TALLCORN TOWERS LLP	Housing Assistance Payment	\$	549.00
184.5030.5242.000	HOBSON, WILLIAM L	Housing Assistance Payment	\$	154.00
184.5030.5242.000	Hodges, Kristin	Housing Assistance Payment	\$	507.00
184.5030.5242.000	HUBBARD MAPLE ST APTS, LLC	Housing Assistance Payment	\$	171.00
184.5030.5242.000	JB I COOP ASSOCIATION	Housing Assistance Payment	\$	540.00
184.5030.5242.000	JB I COOP ASSOCIATION	Housing Assistance Payment	\$	370.00
184.5030.5242.000	JB I COOP ASSOCIATION	Housing Assistance Payment	\$	180.00
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payment	\$	581.00
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payment	\$	427.00
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payment	\$	359.00
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payment	\$	167.00
184.5030.5242.000	JUDGE, MIKE	Housing Assistance Payment	\$	117.00
184.5030.5242.000	Klinefelter, Richard J	Housing Assistance Payment	\$	450.00
184.5030.5242.000	KRAMER, Marsha	Housing Assistance Payment	\$	218.00
184.5030.5242.000	LAWSON, RODNEY W	Housing Assistance Payment	\$	35.00
184.5030.5242.000	LAWTHERS PROPERTY MANAGEMENT	Housing Assistance Payment	\$	222.00
184.5030.5242.000	LBO INVESTMENTS	Housing Assistance Payment	\$	442.00
184.5030.5242.000	Lopez, Jaime	Housing Assistance Payment	\$	370.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payment	\$	525.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payment	\$	498.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payment	\$	498.00

184.5030.5242.000	Luense, Brant	Housing Assistance Payment	\$	489.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payment	\$	321.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payment	\$	272.00
184.5030.5242.000	Luense, Brant	Housing Assistance Payment	\$	264.00
184.5030.5242.000	Mansager, Cynthia	Housing Assistance Payment	\$	301.00
184.5030.5242.000	Marion Manor 2	Housing Assistance Payment	\$	559.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Assistance Payment	\$	566.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Assistance Payment	\$	421.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Assistance Payment	\$	396.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Assistance Payment	\$	341.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Assistance Payment	\$	268.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Assistance Payment	\$	260.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Assistance Payment	\$	253.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Assistance Payment	\$	228.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Assistance Payment	\$	187.00
184.5030.5242.000	MARSHALLTOWN SENIOR RESIDENCES LLC	Housing Assistance Payment	\$	65.00
184.5030.5242.000	Moore, Michelle	Housing Assistance Payment	\$	426.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	106.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	157.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	183.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	120.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	196.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	315.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	189.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	322.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	327.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	399.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	446.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	232.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	233.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	273.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	274.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	276.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	289.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	304.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	307.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	204.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	211.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	230.00
184.5030.5242.000	MTOWN/WESTOWN LLLP	Housing Assistance Payment	\$	273.00
184.5030.5242.000	MURPHY, Peter	Housing Assistance Payment	\$	283.00
184.5030.5242.000	Nelson, LaNeal	Housing Assistance Payment	\$	288.00
184.5030.5242.000	NORTH TAMA HOUSING, INC	Housing Assistance Payment	\$	140.00
184.5030.5242.000	NORTH TAMA HOUSING, INC	Housing Assistance Payment	\$	145.00
184.5030.5242.000	OETKER, DEBRA	Housing Assistance Payment	\$	162.00
184.5030.5242.000	OETKER, DEBRA	Housing Assistance Payment	\$	252.00
184.5030.5242.000	Optimal Life Services	Housing Assistance Payment	\$	39.00
184.5030.5242.000	PALISADE HOLDING CO	Housing Assistance Payment	\$	206.00
184.5030.5242.000	Pilot Creek Properties	Housing Assistance Payment	\$	120.00
184.5030.5242.000	Pizano, Sergio	Housing Assistance Payment	\$	151.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Assistance Payment	\$	478.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Assistance Payment	\$	477.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Assistance Payment	\$	268.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Assistance Payment	\$	228.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Assistance Payment	\$	342.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Assistance Payment	\$	348.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Assistance Payment	\$	45.00
184.5030.5242.000	Premier Iowa City IA LLC	Housing Assistance Payment	\$	701.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payment	\$	243.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payment	\$	491.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payment	\$	536.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payment	\$	556.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payment	\$	18.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payment	\$	567.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payment	\$	691.00
184.5030.5242.000	Premier Real Estate Mgmnt	Housing Assistance Payment	\$	558.00
184.5030.5242.000	R & A RENTAL PROPERTIES LLC	Housing Assistance Payment	\$	478.00
184.5030.5242.000	RD TOLEDO LLP	Housing Assistance Payment	\$	4.00

184.5030.5242.000	RD TOLEDO LLP	Housing Assistance Payment	\$	724.00
184.5030.5242.000	REED, TONY	Housing Assistance Payment	\$	253.00
184.5030.5242.000	REED, TONY	Housing Assistance Payment	\$	291.00
184.5030.5242.000	REED, TONY	Housing Assistance Payment	\$	408.00
184.5030.5242.000	REED, TONY	Housing Assistance Payment	\$	409.00
184.5030.5242.000	REED, TONY	Housing Assistance Payment	\$	530.00
184.5030.5242.000	REED, TONY	Housing Assistance Payment	\$	560.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Assistance Payment	\$	700.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Assistance Payment	\$	675.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Assistance Payment	\$	29.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Assistance Payment	\$	207.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Assistance Payment	\$	288.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Assistance Payment	\$	386.00
184.5030.5242.000	RIVER BIRCH APTS	Housing Assistance Payment	\$	463.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payment	\$	278.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payment	\$	145.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payment	\$	88.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payment	\$	530.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payment	\$	485.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payment	\$	473.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payment	\$	427.00
184.5030.5242.000	RIVER OAKS APARTMENTS	Housing Assistance Payment	\$	377.00
184.5030.5242.000	S & E INVESTMENT LLC	Housing Assistance Payment	\$	650.00
184.5030.5242.000	SCHMIDT, Michael T	Housing Assistance Payment	\$	400.00
184.5030.5242.000	SCHMIDT, Michael T	Housing Assistance Payment	\$	115.00
184.5030.5242.000	SCOTT, LESLIE	Housing Assistance Payment	\$	434.00
184.5030.5242.000	SESKER, RICK	Housing Assistance Payment	\$	189.00
184.5030.5242.000	Squire, Bert	Housing Assistance Payment	\$	191.00
184.5030.5242.000	STEELSMITH, GREG	Housing Assistance Payment	\$	326.00
184.5030.5242.000	STEELSMITH, GREG	Housing Assistance Payment	\$	328.00
184.5030.5242.000	STEELSMITH, GREG	Housing Assistance Payment	\$	354.00
184.5030.5242.000	SUNRISE APARTMENTS, INC	Housing Assistance Payment	\$	138.00
184.5030.5242.000	Swift, Scott	Housing Assistance Payment	\$	370.00
184.5030.5242.000	SWITZER, TOM	Housing Assistance Payment	\$	558.00
184.5030.5242.000	SWITZER, TOM	Housing Assistance Payment	\$	555.00
184.5030.5242.000	Tacoma Housing Authority	Housing Assistance Payment	\$	901.00
184.5030.5242.000	Town Apartments Corporation	Housing Assistance Payment	\$	128.00
184.5030.5242.000	Town Apartments Corporation	Housing Assistance Payment	\$	82.00
184.5030.5242.000	V&C INVESTMENTS LC	Housing Assistance Payment	\$	295.00
184.5030.5242.000	V&C INVESTMENTS LC	Housing Assistance Payment	\$	291.00
184.5030.5242.000	V&C INVESTMENTS LC	Housing Assistance Payment	\$	282.00
184.5030.5242.000	V&C INVESTMENTS LC	Housing Assistance Payment	\$	281.00
184.5030.5242.000	V&C INVESTMENTS LC	Housing Assistance Payment	\$	142.00
184.5030.5242.000	V&C INVESTMENTS LC	Housing Assistance Payment	\$	33.00
184.5030.5242.000	Walker, Angela	Housing Assistance Payment	\$	282.00
184.5030.5242.000	WEATHERLY, ERIN & BOB	Housing Assistance Payment	\$	663.00
184.5030.5242.000	Worent Inc	Housing Assistance Payment	\$	271.00
184.5030.5242.000	Worent Inc	Housing Assistance Payment	\$	345.00
184.5030.5242.000	Worsfold Farm LLC	Housing Assistance Payment	\$	364.00
184.5030.5246.000	Aponte, Miguel	Housing Assistance Payment	\$	27.00
184.5030.5246.000	Johnson, Alesha	Housing Assistance Payment	\$	31.00
184.5030.5246.000	Perez, Eliva Mejia	Housing Assistance Payment	\$	31.00
184.5030.5246.000	Pilkington, Pamela	Housing Assistance Payment	\$	10.00
184.5030.5246.000	Richey, Jennifer	Housing Assistance Payment	\$	32.00
184.5030.5246.000	Saenz, Mary	Housing Assistance Payment	\$	31.00
184.5030.5246.000	Schmudlach, Cody	Housing Assistance Payment	\$	10.00
184.5030.5246.000	Squires, Christina	Housing Assistance Payment	\$	40.00
184.5030.5246.000	Werner, Jessica	Housing Assistance Payment	\$	13.00
184.5030.5246.000	Wilson, Ranae	Housing Assistance Payment	\$	13.00
184.5030.5344.000	PREMIER OFFICE EQUIPMENT	Housing contract copies	\$	53.24
184.5030.5360.000	GREAT WESTERN BANK	POSTAGE	\$	9.95
184.5030.5360.000	GREAT WESTERN BANK	POSTAGE	\$	200.00
184.5030.5360.000	GREAT WESTERN BANK	POSTAGE	\$	52.47
184.5030.5450.000	CENTURYLINK	ALL PHONE LINES	\$	19.35
184.5030.5450.000	CENTURYLINK	TRUNK LINES	\$	17.17
184.5030.5450.000	CENTURYLINK	TRUNK LINES	\$	17.17
184.5030.5450.000	GREAT WESTERN BANK	TELEPHONE	\$	69.00
184.5030.5460.000	HAWKEYE COMMUNITY COLLEGE	Annual class 4/28-4/29/22	\$	200.00

189.3040.5250.000	MARSHALL COUNTY RECORDER	March recordings	\$ 17.00
189.3040.5250.000	MARSHALL COUNTY RECORDER	March recordings	\$ 17.00
189.3040.5250.000	MARSHALL COUNTY RECORDER	March recordings	\$ 17.00
189.3040.5250.000	MARSHALL COUNTY RECORDER	March recordings	\$ 17.00
189.3040.5250.000	MARSHALL COUNTY RECORDER	March recordings	\$ 17.00
189.3040.5250.000	MARSHALL COUNTY RECORDER	March recordings	\$ 17.00
189.3040.5250.000	MARSHALL COUNTY RECORDER	March recordings	\$ 17.00
189.3040.5250.000	MARSHALL COUNTY RECORDER	March recordings	\$ 17.00
189.3040.5250.000	MARSHALL COUNTY RECORDER	March recordings	\$ 17.00
189.3040.5250.000	MARSHALL COUNTY RECORDER	March recordings	\$ 17.00
189.3040.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 9.67
189.3040.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
189.3040.5450.000	CENTURYLINK	TRUNK LINES	\$ 8.59
311.2012.5233.000	Bolton & Menk Inc	increase	\$ 4,679.50
311.2012.5233.000	Bolton & Menk Inc	Project Coordination	\$ 17.91
311.2012.5233.000	Bolton & Menk Inc	Storm Water Planning, Analysis & Design	\$ 179.50
340.4030.5233.000	CALHOUN-BURNS AND ASSOCIATES, INC	TRL17002 Iowa River's Edge Trail	\$ 5,078.34
362.2012.5331.000	UNION PACIFIC RAILROAD COMPANY	Reimbursement Agreement-Quiet Zone Services	\$ 589.50
363.2012.5233.000	Bolton & Menk Inc	Professional Services - State Street Reconstructio	\$ 135,778.50
610.8015.5132.000	GREAT WESTERN BANK	EMPLOYEE CLOTHING ALLOW.	\$ 94.38
610.8015.5132.000	GREAT WESTERN BANK	EMPLOYEE CLOTHING ALLOW.	\$ 139.50
610.8015.5132.000	GREAT WESTERN BANK	EMPLOYEE CLOTHING ALLOW.	\$ 169.96
610.8015.5342.000	STONE SANITATION	March 2022 grit/screening removal	\$ 576.60
610.8015.5342.000	STONE SANITATION	Waste Plant	\$ 118.78
610.8015.5347.000	BDH INFORMATION TECHNOLOGY LLC	Backup Veeam & recovery WPCP	\$ 19.40
610.8015.5360.000	GREAT WESTERN BANK	SHIP SAMPLE TO KEYSTONE	\$ 11.65
610.8015.5380.000	SCHARNWEBER WATER CONDITIONING INC	March 2022 water softener lease	\$ 27.00
610.8015.5410.000	GREAT WESTERN BANK	RANGER TIRE REPAIR	\$ 10.00
610.8015.5450.000	CENTURYLINK	WPCP Backup Analog 752-9779	\$ 79.36
610.8015.5450.000	CENTURYLINK	ALL PHONE LINES	\$ 29.02
610.8015.5450.000	CENTURYLINK	TRUNK LINES	\$ 25.76
610.8015.5450.000	CENTURYLINK	TRUNK LINES	\$ 25.76
610.8015.5450.000	FIRSTNET-AT&T Mobility	PW cell phones	\$ 49.52
610.8015.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Direct connection Internet PW/WPCP bill dt 4-01-22	\$ 419.90
610.8015.5450.000	VERIZON WIRELESS	Street/ Sewer phone	\$ 24.98
610.8015.5450.000	GREAT WESTERN BANK	MARCH 2022 MEDIACOM ONLINE	\$ 75.00
610.8015.5460.000	Becker, Chris	Reimburesement IAWEA Spring mtg 2022 registration	\$ 45.00
610.8015.5484.000	GREAT WESTERN BANK	PROPANE	\$ 57.94
610.8015.5565.000	GREAT WESTERN BANK	WPCP VEHICLE MAINT SUPP.	\$ 140.49
610.8015.5565.000	GREAT WESTERN BANK	TRAVERSE AIR FILTER, FLUID	\$ 29.80
610.8015.5600.000	CENTRAL IOWA DISTRIBUTING INC	WPCP operating and cleaning supplies	\$ 560.00
610.8015.5600.000	GREAT WESTERN BANK	shop welder gas	\$ 55.90
610.8015.5600.000	GREAT WESTERN BANK	ELECTRICAL WIRE, CONDUIT	\$ 736.36
610.8015.5600.000	GREAT WESTERN BANK	CPVC Y STRAINERS	\$ 418.10
610.8015.5600.000	GREAT WESTERN BANK	FILTER CARTRIDGE	\$ 46.15
610.8015.5600.000	GREAT WESTERN BANK	FILTER CART,SILICONE,VALVE	\$ 372.28
610.8015.5600.000	GREAT WESTERN BANK	HEAVY DUTY DOOR CLOSERS	\$ 983.50
610.8015.5600.000	GREAT WESTERN BANK	PRESSURE REGULATORS	\$ 499.14
610.8015.5600.000	GREAT WESTERN BANK	PLUMBING SUPPLIES	\$ 39.54
610.8015.5600.000	GREAT WESTERN BANK	STACK BINS,PLUG,CONNCTRS	\$ 133.83
610.8015.5600.000	GREAT WESTERN BANK	CANNED AIR,TUBING,ADAPTERS	\$ 34.09
610.8015.5600.000	GREAT WESTERN BANK	WD40, PENETRANT BLASTER	\$ 34.91
610.8015.5600.000	GREAT WESTERN BANK	ALUMINUM,WASHERS,HEX NUTS	\$ 88.72
610.8015.5600.000	GREAT WESTERN BANK	PLUMBING SUPP., PRO GAS	\$ 47.39
610.8015.5600.000	GREAT WESTERN BANK	PLBG SUPP,HANGR,OPENR,PAN	\$ 37.48
610.8015.5600.000	GREAT WESTERN BANK	MINERAL OIL	\$ 43.98
610.8015.5600.000	GREAT WESTERN BANK	JD SNOWBLOWER HINGE	\$ 11.61
610.8015.5603.000	KEYSTONE LAB INC	lab analysis - dig #3	\$ 74.00
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies- kimwipes	\$ 211.80
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies - silver sulfate	\$ 709.46
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies - latex gloves	\$ 133.08
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies - Hyvac pump oil	\$ 235.11
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies - polyseed capsules	\$ 323.30
610.8015.5603.000	MIDLAND SCIENTIFIC INC	lab supplies - A-1 tubes, buffer solution	\$ 567.45
610.8015.5603.000	GREAT WESTERN BANK	IDNR LAB CERTIFICATION FEE	\$ 2,000.00
610.8015.5603.000	GREAT WESTERN BANK	WPCP LAB SUPPLIES	\$ 793.94
610.8015.5605.000	GREAT WESTERN BANK	WPCP OFFICE SUPPLIES	\$ 366.04
610.8015.5718.000	ELECTRIC PUMP INC	UV Trojan Ballast Kits	\$ 10,161.28

610.8015.5750.000	PERKIN ELMER HEALTH SCIENCES INC	Atomic Absorption Analyzer PinAAcle 900T	\$	50,798.74
610.8015.5980.000	Cerna, Jacobo	Sewer refund 2022 water pipe break	\$	2,587.52
610.8015.5980.000	Coluzzi Construction LLC	Sewer refund 2022 Water pipe break	\$	475.83
610.8016.5132.000	GREAT WESTERN BANK	Sewer dept safety clothing	\$	59.35
610.8016.5216.000	ONE SOURCE-THE BACKGROUND CHECK CC	applicant checks	\$	15.00
610.8016.5230.000	IOWA ONE CALL	underground location services	\$	68.64
610.8016.5410.000	MACQUEEN EQUIPMENT	trouble shout televising equipment	\$	1,720.45
610.8016.5450.000	CENTURYLINK	ALL PHONE LINES	\$	11.61
610.8016.5450.000	CENTURYLINK	TRUNK LINES	\$	10.30
610.8016.5450.000	CENTURYLINK	TRUNK LINES	\$	10.30
610.8016.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Direct connection Internet PW/WPCP bill dt 4-01-22	\$	251.94
610.8016.5460.000	GREAT WESTERN BANK	Collection systems/PACP conf	\$	420.00
610.8016.5481.000	ALLIANT ENERGY	S 2nd St cnr Player	\$	316.78
610.8016.5481.000	ALLIANT ENERGY	N 22nd St	\$	74.44
610.8016.5565.000	NAPA AUTO PARTS	oil filter and oil	\$	43.35
610.8016.5600.000	Southern Source Industries Inc	degreasing source for sanitary sewer lines	\$	589.83
610.8016.5600.000	THEISENS SUPPLY INC	degreaser, wrench set, stackable bins	\$	101.71
610.8016.5600.000	THEISENS SUPPLY INC	stackable bin	\$	9.59
610.8016.5600.000	GREAT WESTERN BANK	Rotary tool accessories kit	\$	26.96
610.8016.5600.000	GREAT WESTERN BANK	aluminum groove fittings	\$	40.58
610.8016.5600.000	GREAT WESTERN BANK	Sewer dept backwash hose	\$	43.79
610.8016.5605.000	GREAT WESTERN BANK	hand held label maker	\$	17.94
610.8016.5605.000	GREAT WESTERN BANK	permanent markers	\$	5.56
610.8016.5605.000	GREAT WESTERN BANK	office supplies	\$	53.42
610.8016.5750.000	KARL CHEVROLET	2022 Chev Silverado 3500 HD CC 4WD work truck	\$	18,652.94
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$	31.61
690.8050.5132.000	CITY LAUNDERING COMPANY	uniform cleaning-Transit dept	\$	31.61
690.8050.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.67
690.8050.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
690.8050.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
690.8050.5565.000	CUMMINS Sales & Service	turbocharger acuator kit	\$	1,585.87
690.8050.5565.000	FASTENAL COMPANY	Transit screws and parts	\$	10.50
690.8050.5565.000	MIDWEST WHEEL COMPANIES	Bus brakes	\$	1,511.76
690.8050.5565.000	MIDWEST WHEEL COMPANIES	core deposits	\$	(202.00)
690.8050.5565.000	NAPA AUTO PARTS	Transit lubriguard	\$	24.00
690.8050.5565.000	RACOM CORPORATION	standard mobile mic	\$	164.10
690.8050.5565.000	TRANSIGN LLC	Bus #013 destination signs. control assy	\$	3,946.58
690.8050.5565.000	GREAT WESTERN BANK	Acutator for Cummins VGT	\$	809.00
690.8050.5565.000	GREAT WESTERN BANK	core credit	\$	(150.00)
690.8050.5718.000	MENARDS	Transit folding sawhorse	\$	69.94
740.8065.5132.000	GREAT WESTERN BANK	Sewer dept safety clothing	\$	39.56
740.8065.5216.000	ONE SOURCE-THE BACKGROUND CHECK CC	applicant checks	\$	10.00
740.8065.5230.000	IOWA ONE CALL	underground location services	\$	45.76
740.8065.5450.000	CENTURYLINK	ALL PHONE LINES	\$	7.74
740.8065.5450.000	CENTURYLINK	TRUNK LINES	\$	6.87
740.8065.5450.000	CENTURYLINK	TRUNK LINES	\$	6.87
740.8065.5450.000	FIRSTNET-AT&T Mobility	PW cell phones	\$	33.02
740.8065.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	Direct connection Internet PW/WPCP bill dt 4-01-22	\$	167.96
740.8065.5450.000	VERIZON WIRELESS	Street/ Sewer phone	\$	16.65
740.8065.5460.000	GREAT WESTERN BANK	Collection systems/PACP conf	\$	280.00
740.8065.5565.000	NAPA AUTO PARTS	oil filter and oil	\$	28.90
740.8065.5600.000	CONCRETE Inc	Sewer - Anson and Finkle	\$	424.41
740.8065.5600.000	THEISENS SUPPLY INC	degreaser, wrench set, stackable bins	\$	67.80
740.8065.5600.000	THEISENS SUPPLY INC	stackable bin	\$	6.40
740.8065.5600.000	GREAT WESTERN BANK	Rotary tool accessories kit	\$	17.98
740.8065.5600.000	GREAT WESTERN BANK	aluminum groove fittings	\$	27.06
740.8065.5600.000	GREAT WESTERN BANK	Sewer dept backwash hose	\$	29.20
740.8065.5605.000	GREAT WESTERN BANK	hand held label maker	\$	11.96
740.8065.5605.000	GREAT WESTERN BANK	permanent markers	\$	3.71
740.8065.5605.000	GREAT WESTERN BANK	office supplies	\$	35.61
740.8065.5750.000	KARL CHEVROLET	2022 Chev Silverado 3500 HD CC 4WD work truck	\$	12,435.30
740.8067.5342.000	Terracon Consultants Inc	SMW20001 Riverview Park Station	\$	1,243.00
750.8070.5216.000	ONE SOURCE-THE BACKGROUND CHECK CC	applicant checks	\$	45.00
750.8070.5450.000	CENTURYLINK	ALL PHONE LINES	\$	9.67
750.8070.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
750.8070.5450.000	CENTURYLINK	TRUNK LINES	\$	8.59
760.8080.5600.000	GREAT WESTERN BANK	AMAZON	\$	29.95
881.1010.5339.000	Hunter Lane LLC	paid medical claims	\$	16.87

881.1050.5230.000	BERNIE LOWE & ASSOC Inc	paid medical claims	\$ 1,770.93
881.1050.5339.000	BERNIE LOWE & ASSOC Inc	paid medical claims	\$ 167.51
881.1050.5339.000	Hunter Lane LLC	paid medical claims	\$ 1,130.48
884.7010.5337.000	HARTFORD- PRIORITY ACCTS	insurance premium 4/01-4/30/22	\$ 6,700.18
884.7010.5337.000	LIFEWORKS US INC	Employee Assistance program fees	\$ 1,163.79
886.2010.5151.000	Occupational Medicine Plus PC	pre employment physical	\$ 179.00
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 27,877.18
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 14,040.21
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 20.28
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 12,433.48
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 5,772.22
999.1102.000	TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 17.32
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 27,085.04
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 4,107.66
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 93.00
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 29,546.65
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 36,408.94
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 29,504.24
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 36,431.18
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 29,557.61
999.1105.000	MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$ 36,351.49
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SY	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 33,974.20
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SY	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 199.45
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SY	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 5,553.88
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SY	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 33,450.75
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SY	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 199.45
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SY	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 5,202.10
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SY	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 33,230.17
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SY	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 199.45
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SY	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 5,210.77
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SY	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 117.98
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SY	REFUND ADJ.	\$ 88.03
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SY	ROUNDING	\$ (0.01)
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 8,821.32
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 4,171.84
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 21.76
999.1112.000	UNITED WAY	UNITED WAY	\$ 700.88
999.1112.000	UNITED WAY	UNITED WAY	\$ 83.00
999.1112.000	UNITED WAY	UNITED WAY	\$ 700.88
999.1112.000	UNITED WAY	UNITED WAY	\$ 83.00
999.1112.000	UNITED WAY	UNITED WAY	\$ 700.88
999.1112.000	UNITED WAY	UNITED WAY	\$ 83.00
999.1121.000	American Education Services	PR WITHHOLDING	\$ 64.41
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 139.77
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 423.86
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 313.84
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 102.11
999.1121.000	COLLECTION SERVICES CENTER	CHILD SUPPORT	\$ 461.53
999.1121.000	Family Support Payment Center	CHILD SUPPORT	\$ 152.31
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 710.31
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 4,928.23
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEFERRED COMP	\$ 935.10
999.1131.000	ICMA 457-Mission Square Retirement	ICMA LOAN REPAYMENT	\$ 352.68
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 230.76
999.1131.000	ICMA 457-Mission Square Retirement	ROTH < 50	\$ 1,589.23
999.1131.000	ICMA 457-Mission Square Retirement	ROTH > 50	\$ 2,661.73
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 1,075.00
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 269.23
999.1131.000	ICMA 457-Mission Square Retirement	ROTH < 50	\$ 1,342.28
999.1131.000	ICMA 457-Mission Square Retirement	ROTH > 50	\$ 875.00
999.1163.000	GALLS LLC	PD Employee shirt	\$ 55.25
999.1164.000	Witmer Public Safety Group Inc	PD employee boots	\$ 61.97
999.1164.000	GREAT WESTERN BANK	personal charge on credit card	\$ 46.00
999.1164.000	GREAT WESTERN BANK	personal charge on credit card	\$ 46.00
999.1164.000	GREAT WESTERN BANK	personal charge on credit card	\$ 226.00
999.1164.000	GREAT WESTERN BANK	Lunch during training for Officer Shelangoski	\$ 2.70
Payroll	Payroll	Payroll #7	\$ 317,001.95
TOTAL			\$ 1,474,348.90

BUILDING REPORT FOR THE MONTH OF MARCH 2022

MARSHALLTOWN

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PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING		ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
BLDR-007354-2022	Victor Cisneros Bravo	10 E Ingledue St	Accessory Structure				\$29,400		\$433.00
BLDC-007398-2022	Arby's	3405 S Center St	Commercial Alteration					\$434,948	\$2,993.00
BLDR-007400-2022	Nick Calzada	408 N 15th Ave	Residential Addition			\$3,480			\$89.00
BLDR-007348-2022	Enrique Gomez	705 E Linn St	Residential Addition			\$6,034			\$131.00
BLDR-007427-2022	Luke Fogle	20 Edgeland Dr	Foundation			\$20,977			\$326.68
BLDC-007439-2022	Hopkins Property LLC	32-34 W Main St	Façade Improvement				\$0		\$75.00
DEMO-007440-2022	Hopkins Property LLC	32-34 & 36 W Main St	Interior Com. Demo						\$25.00
			TOTALS:	\$0		\$30,491	\$29,400	\$434,948	\$4,072.68
			TOTAL IMPROVEMENT AMOUNT:		\$494,839				
				Units	Permits	Permits	Permits	Permits	Demo Permits
			# OF PERMITS:	0	0	3	2	1	1

Building Division Improvement Value & Fee Summary - March 2022

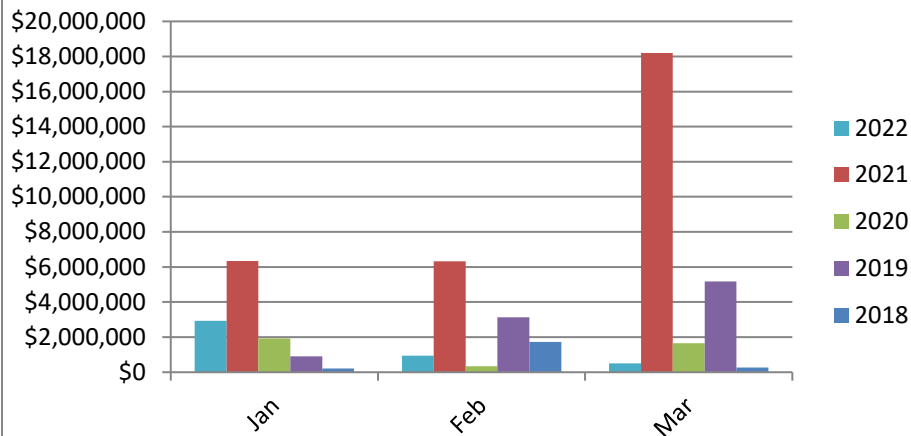
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2022	\$2,925,584	\$944,665	\$498,912										\$4,369,161
2021	\$6,335,000	\$6,324,000	\$18,194,000										\$30,853,000
2020	\$1,921,000	\$339,000	\$1,660,000										\$3,920,000
2019	\$903,000	\$3,132,000	\$5,177,000										\$9,212,000
2018	\$205,000	\$1,722,000	\$271,000										\$2,198,000

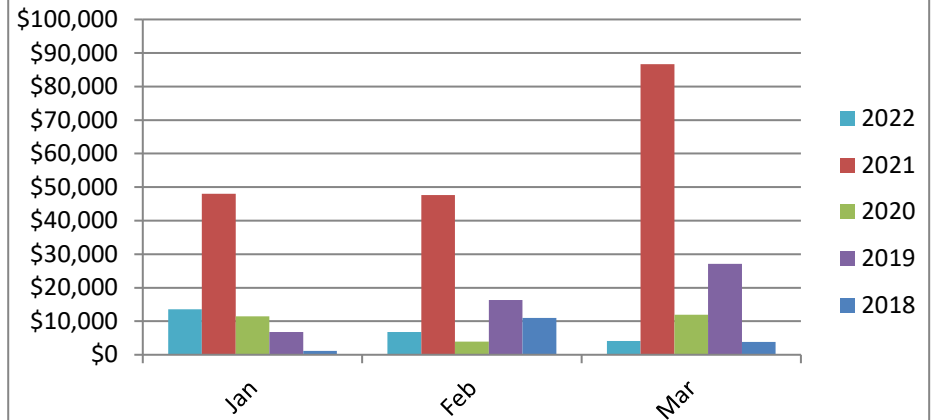
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2022	\$13,584	\$6,803	\$4,073										\$24,460
2021	\$48,028	\$47,605	\$86,696										\$182,329
2020	\$11,506	\$3,879	\$11,942										\$27,327
2019	\$6,828	\$16,366	\$27,102										\$50,296
2018	\$1,114	\$10,996	\$3,815										\$15,925

Total Improvement Value Comparison



Total Fees Received Comparison



Certification of Compliance CDBG Procurement Standards

CDBG Applicant/Recipient: City of Marshalltown

Application year: 2021

2 CFR 200.319 Competition.

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals **must** be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

I certify that I am the chief elected official and that the community listed above did not violate the above competition statute when competitively procuring engineering or administrative services as part of the potential CDBG award.

Signature: _____

Printed Name: Joel Greer

Date: _____

PROCUREMENT POLICY

PURPOSE

The Purpose of this Procurement Policy is to ensure that sound business judgment is utilized in all procurement transactions and that supplies, equipment, construction, and services are obtained efficiently and economically and in compliance with applicable federal law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition

APPLICATION

This policy applies to the procurement of all supplies, equipment, construction, and services of and for the City of Marshalltown, Iowa related to the implementation and administration of the CDBG award. All procurement will be done in accordance with 2 CFR Part 200 and Appendix II to part 200.

POLICY

GENERAL PROCURMENT PRACTICES

The City of Marshalltown, Iowa will adhere to the following general procurement practices: document procurement standards; maintain oversight of contractors to ensure performance in accord with standards; avoid acquisition of unnecessary or duplicative items; encourage procurement or use of shared goods and services ; use Federal excess and surplus property when feasible; encourage value-engineering clauses in construction contracts; award contracts only to responsible contractors; limit use of time and materials contracting; and use good administrative judgment to settle all contractual and administrative issues.

COMPETITION

The City of Marshalltown, Iowa will provide full and open competition; prohibit use of state or local geographical preferences; develop written procedures for procurement transactions to ensure competition is not restricted; and ensure that pre-qualified lists are current.

FIVE METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods, as described herein: (a) micro-purchase; (b) small purchase procedures; (c) sealed bids (formal advertising); (d) competitive proposals; (e) noncompetitive proposals.

A. Micro-purchase includes the acquisition of supplies or services that do not exceed \$3,000 (or \$2,000 for acquisitions for construction subject to Davis Bacon Act)

B. Small purchases procedures are relatively simple and informal procurement methods that are sound and appropriate for procurement of services, supplies, or other property, costing in aggregate not more than \$150,000. If small purchase procedures are used for procurement under a grant, price or rat quotations (minimum of 2 shall be obtained from an adequate number of qualified sources.

C. In sealed bids (formal advertising), sealed bids are publically solicited and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all of the material terms and conditions of the invitation for bids, is the lowest price. The sealed bids method is the required method for procuring construction.

1. In order for formal advertising to be feasible, appropriate conditions must be present, including, at a minimum, the following :
 - a) A complete, adequate and realistic specification or purchase description is available.
 - b) Two or more responsible bidders are willing and able to compete effectively for the City of Marshalltown, Iowa's business; and
 - c) The procurement lends itself to a firm-fixed-price contract, and selection of the successful bidder can be made principally on the basis of price.
2. When sealed bids are used for procurement under a grant, the following requirements apply:
 - a) A sufficient time prior to the date set for opening bids, bids shall be solicited (publically advertised) from an adequate number of known suppliers.
 - b) The invitation for bids, includes specifications and pertinent attachments, shall clearly define the items or services needed in order for the bidders to properly respond to the invitation for bids.
 - c) All bids shall be opened publicly at the time and place stated in the invitations for bids.
 - d) A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation cost, and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of the City of Marshalltown, Iowa indicates that such discounts are usually taken.
 - e) Any or all bids may be rejected if there are sound documented business reasons in the best interest of the program.

D. Procurement by competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-reimbursable type contract is awarded, as appropriate. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If the competitive proposals method is used for a procurement under a grant the following requirements apply:

1. Requests for Proposals shall be publicized (publically advertised), and identify all evaluations factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical.
2. Requests for Proposals shall be solicited from an adequate number of qualified sources.
3. The City of Marshalltown, Iowa shall have a method for conducting evaluations of the proposals received and for selecting awardees.
4. Awards will be made to the responsible offeror whose proposal will be most advantageous to the procuring party, with price (other than architectural/engineering) and other factors considered. Unsuccessful offerors will be promptly notified in writing.
5. The City of Marshalltown, Iowa should use competitive proposal procedures for qualification-based procurement of architectural/engineering (A/E) professional services whereby competitor's qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to procure other types of services (e.g., administration professional services) even though A/E firms are a potential source to perform the proposed effort.

E. Noncompetitive proposals is procurement through solicitation of a proposal from only one source, or after solicitation from a number of sources, competition is determined inadequate. Noncompetitive proposals may be used only when the award of a contract is feasible under small purchase procedures, sealed bids (formal advertising), or competitive proposals. Circumstances under which a contract may be awarded by noncompetitive proposals are limited to the following:

1. The item is available from only a single source;
2. After solicitation of a number of sources, competition is determined inadequate;
3. A public exigency or emergency exists when the urgency for the requirement will not permit a delay incident to competitive solicitation; and
4. The awarding agency (IEDA) authorizes noncompetitive proposals. (Sole source procurement for supplies, equipment, construction, and services valued at \$25,000 or more must have prior approval of the Iowa Economic Development Authority).

F. The City of Marshalltown, Iowa will provide, to the greatest extent possible, that contracts be awarded to qualified small and minority firms, women business enterprises, and labor surplus area firms whenever they are potential sources.

G. Any other method of procurement must have prior approval of the Iowa Economic Development Authority.

RECYCLED MATERIALS

The City of Marshalltown, Iowa will procure items with the highest percentage of recycled materials practical. Recipients shall include in all request for proposals and bid documents over \$10,000 the following language:

“The contractor agrees to comply with all requirements of Section 6000 of the Resource Conservation and Recovery Act (RCRA), as amended (42 U.S.C. 6962), including but not limited to the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247”

CONTRACT PRICING

- A. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.
- B. The City of Marshalltown, Iowa shall perform some form of cost/price analysis for every procurement action, including modifications, amendments or change orders.

PROCUREMENT RECORDS

The City of Marshalltown Iowa shall maintain records sufficient to detail the significant history of procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. The City of Marshalltown Iowa shall make technical specifications and procurement documents available for review upon request.

BONDING REQUIREMENT

Bonding requirements for construction or facility improvement contracts must meet the federal minimum requirements or receive a determination that the federal interest is adequately protected.

Passed and adopted this _____ day of _____, _____

(signature)

Joel Greer, Mayor, Marshalltown, Iowa

ATTEST

(signature)

Alicia Hunter, City Clerk, Marshalltown, Iowa

RESOLUTION WAIVING THE POLICY FOR THE NAMING, DEDICATION, AND SPONSORSHIP OF CITY FACILITIES TO NAME THE 3RD STREET/6TH STREET VIADUCT THE “MAYOR HOWARD STEGMANN MEMORIAL BRIDGE”

WHEREAS, the City Council has expressed a desire to recognize an individual that has served the City of Marshalltown and the community as outstanding public servants; and

WHEREAS, Howard Stegmann made significant contributions to the City’s transportation system and quality of life during his time as Mayor of Marshalltown starting in 1976 and concluding in 1983, including the following:

- Installation of a 5,000 foot runway at the Marshalltown Municipal Airport;
- Initiating the transfer of jurisdiction with the Iowa Department of Transportation to move Highway 14 from Center Street to 3rd Avenue, creating a four-lane state highway through Marshalltown and construction of a new 3rd Avenue viaduct;
- Constructing a bridge over 18th Avenue, including the installation of sewer infrastructure in the area to allow for industrial development and growth;
- Constructing the 3rd Street/6th Street viaduct through one-on-one meetings with the landowners needed to make the project happen; and

WHEREAS, the City of Marshalltown has a Policy for the Naming, Dedication, and Sponsorship of City Facilities, which states that general criteria for naming a facility after a person requires significant community service, involvement, or contributions beyond the ordinary interest level whose efforts have done the following:

- Enhanced the quality of life and well-being of City residents;
- Contributed to the preservation of the City’s history or culture;
- Made exemplary or meritorious contributions to the City or its residents
- Contributed to the acquisition, development, or conveyance of land, buildings, structures, or other amenities to the City or community; and

WHEREAS, said policy also requires a three-year waiting period for the naming of a City facility after someone who is now deceased, which staff is requesting be waived in the case of Mayor Howard Stegmann;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the requirement for an individual to be deceased three years is hereby waived, and the Policy for the Naming, Dedication, and Sponsorship of City Facilities is hereby allowed for the naming of the 3rd Street/6th Street viaduct as the “Mayor Howard Stegmann Memorial Bridge”, with signs to be installed in his honor.

Passed this 11th day of April, 2022 and signed this _____ day of April, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**RESOLUTION APPROVING CONTRACT AMENDMENT #1 WITH YOUTH AND
SHELTER SERVICES OF MARSHALL COUNTY TO ALLOW FOR USE OF FUNDS
TO ATTEND A NATIONAL CONFERENCE**

WHEREAS, the City Council approved an agreement with Youth and Shelter Services of Marshall County (“YSS”) on December 27, 2021, with Resolution 2021-366; and

WHEREAS, YSS and the Marshalltown Police Department are requesting Section C-Eligible Expenses be amended to allow for staff from both agencies to attend a national conference in Jun 2022 at a cost not-to-exceed \$12,000;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF MARSHALLTOWN, IOWA, that Contract Amendment #1 to allow for the attendance of YSS and Police Department staff at a national conference is hereby approved.

Passed this 11th day of April, 2022, and signed this _____ day of April, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



Joel Greer, Mayor
Jessica Kinser, City Administrator
Michael W. Tupper, Chief of Police
909 South Second Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

TO: Mayor Joel Greer
Members of the City Council
Jessica Kinser, City Administrator

FROM: Michael W. Tupper
Chief of Police

DATE: 22 March 2022

RE: Marshalltown Police and Community Team (MPACT) Training Request & YSS Contract Amendment

Policy Issue: City policy requires governing body approval of contracts, agreements, contract amendments, and budgetary expenses.

Recommendation: Police department staff recommends council approve and authorize a contract change with YSS of Marshall County to allow the use of MPACT designated funds through the CARES Act to be expended on training. If approved, YSS and the police department will be sending MPACT personnel to the National Co-Responder Conference being held in Chapel Hill, NC on June 6-8, 2022.

Background: The council previously approved a contract with YSS of Marshall County to provide staff and services to assist the police department with crisis and social service response. This agreement led to the formation of the Marshalltown Police and Community Team (MPACT). The initial agreement provided \$150,000.00 in funding from the CARES Act to support implementation of MPACT. The agreement did not address staff training.

As the police department and YSS of Marshall County continue to build the MPACT program, MPACT team members have identified the need to expand team training and knowledge in the area of co-response programs. Co-response programs pair law enforcement and social service professionals. Such partnerships are unique and have unique challenges. The International Co-Responder Alliance hosts a national training conference. This conference provides training that will promote and strengthen MPACT efforts to utilize a multi-disciplinary response to address social and crisis issues in Marshalltown. The networking and training provided at this conference is critically important to our efforts to build the MPACT program and to ensure we are providing services based on developed best practices. MPACT team members will learn innovative approaches which will prepare the MPACT team for the many challenges and demands our team faces each day. This training will enhance our team abilities and improve the services we are providing.

Budget Impact: We are requesting council approval to amend the contract with YSS of Marshall County to allow original CARES Act dollars, allocated to MPACT, to be used for staff training. If authorized, MPACT will spend an amount not to exceed \$12,000.00 to send three YSS of Marshall County MPACT team members and three police department MPACT team members to this national conference.

Attachment: None. The money is already allocated for MPACT and is available.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker

**CONTRACT AMENDMENT #1 TO THE 2022 CONTRACT BETWEEN YOUTH AND
SHELTER SERVICES, INC. AND THE CITY OF MARSHALLTOWN, IOWA, FOR
THE MPACT PROGRAM**

WHEREAS, the City of Marshalltown and Youth and Shelter Services Inc. has entered into an agreement for the MPACT Program; and

WHEREAS, a request to use funding provided by the City of Marshalltown to attend a national conference has been brought forward for consideration.

THEREFORE, THE PARTIES AGREE TO THE FOLLOWING AMENDMENT:

Section C Eligible Expenses is hereby amended to include the following:

- Attendance of YSS and Police Department personnel at the National Co-Responder Conference in Chapel Hill, North Carolina, June 6-8, 2022, not-to-exceed \$12,000

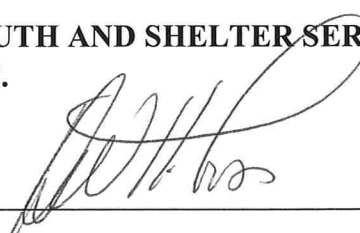
DATED and signed at Marshalltown, Iowa this _____ day of _____.

IN WITNESS WHEREOF, the parties have here unto signed their names the year and day first above written.

CITY OF MARSHALLTOWN

BY: _____
Joel Greer, Mayor

**YOUTH AND SHELTER SERVICES
INC.**

BY:  _____

Attest: Alicia Hunter, City Clerk

**RESOLUTION ORDERING CONSTRUCTION OF THE EDGEWOOD STREET
EXTENSION PROJECT STR19003, SETTING PUBLIC HEARING ON PROPOSED
PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND
DIRECTING PUBLICATION OF NOTICE TO BIDDERS**

WHEREAS, there is now on file in the office of the City Clerk proposed plans, specifications, form of contract, and estimated costs for the Edgewood Street Extension Project No. STR19003, in the City of Marshalltown, Iowa, as is fully set forth in the plans and specifications for Project No STR19003, 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 Edgewood Street Extension Project in the City of Marshalltown, Iowa, which public improvement is fully and particularly described in the plans and specifications for Project No. STR19003, 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 Edgewood Street Extension 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 April 25, 2022, 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 May 3, 2022. 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 May 9, 2022, 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 11th day of April 2022, and signed this _____ day of April, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

IOWA

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: April 11, 2022
RE: Edgewood Street Extension (STR 19-003)

Policy Issue: City purchasing policy requires the City to utilize competitive bidding procedures for horizontal infrastructure projects estimated to cost more than \$139,000.

☒ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Objective 2: Support and Promote Commercial and Industrial Development - Construct the Edgewood / North 8th Avenue Extension

Recommendation: Staff recommends ordering construction and setting the public hearing.

Budget Impact: This project is planned to be funded through a combination of LOST, ARPA, RISE, US EDA, and Marshalltown Water Works Funding.

Description/Background: The Edgewood Extension project was identified through the Highway 14 Corridor Study. Applications for partial funding through Iowa DOT (RISE) and US EDA were submitted and awarded. The project is to extend Edgewood Street into City-owned agricultural land in order to make a new north-south N 8th Avenue connection with Marion Street. The project will open up more than 45 acres for industrial development while diverting heavy truck traffic prior to Marion Street, helping to reduce traffic-related issues at Marion Street and Highway 14. The project will also address stormwater requirements for each new lot as well as a large stormwater detention basin on the north side of the industrial park. Box Culvert improvements at Woodland Street will also reduce the frequency of storm water over topping Woodland Street.

Design Engineering for this project was performed by Bolton & Menk. Construction is estimated to cost \$ 6,509,556.50. The substantial completion date is September 15th, 2023.

We recommend the following bid timeline:

- Ordering construction at the April 11th, 2022 council meeting
- Public Hearing at the April 25th, 2022 council meeting
- Receiving/Opening Bids at 10:00 AM, May 3rd, 2022
- Awarding Bid (contingent on US EDA and Iowa DOT concurrence) at the May 9th, 2022 council meeting.

Attachments: Official Notice of Hearing & Letting, Plans, Project Manual, Cost Estimate

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



OFFICIAL NOTICE OF HEARING AND LETTING

**CITY OF MARSHALLTOWN
MARSHALLTOWN, IOWA
EDGEWOOD STREET EXTENSION
PROJECT NO. STR-19003**

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE EDGEWOOD STREET EXTENSION IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 25th day of April, 2022 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. STR-19003, the EDGEWOOD STREET EXTENSION is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until 10:00 a.m. local time, on the 3rd day of May, 2022 for the construction of the EDGEWOOD STREET EXTENSION as described in the plans and specifications for Project No. STR-19003, and which will be opened, read, and tabulated by the City Engineer or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 9th day of May, 2022 or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the EDGEWOOD STREET EXTENSION in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. STR-19003 the EDGEWOOD STREET EXTENSION.

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:

ESTIMATED PROJECT QUANTITIES				
ITEM NO.	ITEM CODE	ITEM	UNIT	TOTAL EST. QUANT.
1	2010-108-A-0	CLEARING AND GRUBBING	UNIT	56.7
2	2010-108-B-0	CLEARING AND GRUBBING	AC	7.6
3	2010-108-D-1	TOPSOIL, ON-SITE	CY	122,782
4	2010-108-E-0	EXCAVATION, CLASS 13	CY	329,515
5	2010-108-G-0	SUBGRADE PREPARATION, 12 INCH	SY	16,140
6	2010-108-H-0	SUBGRADE TREATMENT, FLYASH, 18 INCHES	TON	150
7	2010-108-H-0	SUBGRADE TREATMENT, TRIAX GEO-GRID	SY	16,140

8	2010-108-J-0	SUBBASE, MODIFIED, 4 INCH	SY	5,884
9	2010-108-J-0	SUBBASE, MODIFIED, 8 INCH	SY	16,140
10	2010-108-M-1	COMPACTION TESTING	LS	1
11	2010-108-X-X	EXPLORATORY EXCAVATION	EA	10
12	3010-108-C-0	TRENCH FOUNDATION	TON	50
13	3010-108-D-0	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	200
14	3010-108-F-0	TRENCH COMPACTION TESTING	LS	1
15	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 12 INCH	LF	1,888
16	4010-108-E-0	SANITARY SEWER SERVICE STUB, PVC, 8 INCH	LF	453
17	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 12 INCH	LF	737
18	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 15 INCH	LF	1,622
19	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 18 INCH	LF	663
20	4020-108-A-1	STORM SEWER, TRENCHED, ARCP, 22 INCH BY 13 INCH ARCH	LF	66
21	4020-108-A-1	STORM SEWER, TRENCHED, ARCP, 28 INCH BY 18 INCH ARCH	LF	359
22	4020-108-A-1	STORM SEWER, TRENCHED, ARCP, 36 INCH BY 22 INCH ARCH	LF	129
23	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 12 INCH	LF	122
24	4030-108-X-1	6'X3' BOX CULVERT	LF	90
25	4030-108-X-1	10'X4' BOX CULVERT	LF	276
26	4030-108-X-1	6'X3' BOX CULVERT END SECTION	EA	2
27	4030-108-X-1	10'X4' BOX CULVERT END SECTION	EA	4
28	4030-108-B-0	PIPE APRON, ARCP, 28 INCH BY 18 INCH ARCH	EA	1
29	4030-108-B-0	PIPE APRON, ARCP, 36 INCH BY 22 INCH ARCH	EA	1
30	4040-108-A-0	SUBDRAIN, PVC, 4 INCH	LF	3,416
31	4040-108-C-0	SUBDRAIN CLEANOUT, PVC, 4 INCH	EA	3
32	4040-108-D-0	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 4 INCH	EA	32
33	5010-108-A-1	WATERMAIN, TRENCHED, PVC DR14, 8 INCH	LF	3,204
34	5010-108-A-1	WATERMAIN, TRENCHED, DUCTILE IRON, 8 INCH	LF	136
35	5010-108-A-1	WATERMAIN, TRENCHED, DUCTILE IRON, 24 INCH	LF	100
36	5010-108-A-2	WATERMAIN, TRENCHLESS, 8 INCH	LF	60
37	5010-108-C-2	FITTINGS BY WEIGHT, DUCTILE IRON	LB	636
38	5020-108-A-0	VALVE, GATE, 8 INCH	EA	6
39	5020-108-A-0	VALVE, BUTTERFLY, 24 INCH, FURNISH ONLY	EA	2
40	5020-108-A-0	VALVE, BUTTERFLY, 24 INCH, INSTALLATION	EA	2
41	5020-108-A-0	VALVE, INSERTION VALVE, 24 INCH	EA	2
42	5020-108-B-0	TAPPING VALVE ASSEMBLY, 8 INCH	EA	2
43	5020-108-C-0	FIRE HYDRANT ASSEMBLY	EA	7
44	5020-108-X-1	WATERMAIN OFFSET, 8 INCH	EA	1
45	5020-108-X-2	WATERMAIN OFFSET, 24 INCH	EA	1
46	5020-108-D-0	FLUSHING DEVICE (BLOWOFF)	EA	1
47	6010-108-A-0	SANITARY MANHOLE, SW-303, 48 INCH	EA	1
48	6010-108-A-0	SANITARY MANHOLE, SW-301, 48 INCH	EA	7
49	6010-108-A-0	STORM MANHOLE, SW-401, 60 INCH	EA	1

50	6010-108-B-0	INTAKE, SW-507	EA	28
51	6010-108-B-0	INTAKE, SW-508	EA	1
52	6010-108-B-0	INTAKE, SW-509	EA	4
53	6010-108-B-0	INTAKE, SW-510	EA	3
54	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR	EA	3
55	6010-108-F-0	MANHOLE ADJUSTMENT, MAJOR	EA	3
56	6010-108-G-0	CONNECTION TO EXISTING MANHOLE	EA	1
57	6010-108-H-0	REMOVE INTAKE	EA	5
58	7010-108-A-0	PAVEMENT, PCC, 8 INCH	SY	14,606
59	7010-108-I-0	PCC PAVEMENT SAMPLES AND TESTING	LS	1
60	7020-108-X-1	TEMPORARY PAVEMENT, 5" PCC OR 4" HMA	SY	1,136
61	7030-108-A-0	REMOVAL OF GRAVEL DRIVEWAY	SY	266
62	7030-108-B-0	REMOVAL OF CURB	LF	168
63	7030-108-C-0	SHARED USE PATH, PCC, 5 INCH	SY	3,178
64	7030-108-E-0	SIDEWALK, PCC, 5 INCH	SY	1,834
65	7030-108-E-0	SIDEWALK, PCC, 6 INCH	SY	184
66	7030-108-G-0	DETECTABLE WARNING	SF	189
67	7030-108-H-1	DRIVEWAY, PAVED, PCC, 6 INCH	SY	52
68	7040-108-H-0	PAVEMENT REMOVAL	SY	864
69	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	142
70	8020-108-G-0	PAINTED SYMBOLS AND LEGENDS	EA	8
71	8020-108-X-1	TYPE A SIGN, SHEET ALUMINUM	SF	46.5
72	8020-108-X-2	SIGN REMOVAL	EA	2
73	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1
74	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	55
75	9040-108-A-1	SWPPP PREPARATION	LS	1
76	9040-108-A-2	SWPPP MANAGEMENT	LS	1
77	9040-108-E-0	TEMPORARY RECP, TYPE 2.C	SY	27797
78	9040-108-J-0	RIP RAP, TYPE E	TON	60
79	9040-108-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	LF	13,290
80	9040-108-O-1	STABILIZED CONSTRUCTION ENTRANCE	SY	244
81	9040-108-Q-1	EROSION CONTROL MULCHING, CONVENTIONAL	AC	55
82	9040-108-T-1	INLET PROTECTION DEVICE, DROP-IN	EA	36
83	9040-108-T-1	INLET PROTECTION DEVICE, SURFACE APPLIED	EA	36
84	9060-108-E-0	REMOVAL OF FENCE	LF	1,550
85	9080-108-C-0	SAFETY RAIL	LF	48
86	11010-108-A-1	CONSTRUCTION SURVEY	LS	1
87	11010-108-B-1	MONUMENT PRESERVATION AND REPLACEMENT	LS	1
88	11020-108-A-1	MOBILIZATION	LS	1
89	11050-108-A-0	CONCRETE WASHOUT	LS	1
90	12040-108-X-1	DRAINAGE WELL	EA	8
91	12040-108-X-2	WOODCHIP/COMPOST DEBRIS REMOVAL	CY	600

92	12040-108-X-3	EDA SITE SIGN	LS	1
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All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. STR-19003 as proposed by the City Engineer.

Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, Marshalltown, Iowa, and at the office of the City Clerk, Marshalltown, Iowa. Bidding Documents may be downloaded from the City of Marshalltown's web site upon registration at no cost. The documents may be downloaded at <https://www.marshalltown-ia.gov/Bids.aspx>.

A deposit of \$150 per paper set of plans, specifications and proposed contract documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

Pre-bid Conference

No pre-bid conference will be held as a part of this project

Instructions to Bidders.

A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions or a certified check in an amount equal to ten percent (10%) of the total amount of the bid, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

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

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 11th day of April, 2022.

Owner: City of Marshalltown

By: Alicia Hunter

Title: City Clerk

City of Marshalltown

Edgewood Extension

Opinion of Probable Cost



Real People. Real Solutions.

April 6, 2022

Item No.	Item	Unit	EDA Eligible	EDA Non-Eligible	Water Works	ARPA Storm	Total Est. Quantity	Unit Price	Total Amount
1	CLEARING AND GRUBBING	UNIT	56.7	0	0	0	56.7	\$100.00	\$5,670.00
2	CLEARING AND GRUBBING	AC	3.7	0	0	3.9	7.6	\$10,000.00	\$76,000.00
3	TOPSOIL, ON-SITE	CY	122782	0	0	0	122782	\$5.00	\$613,910.00
4	EXCAVATION, CLASS 13	CY	200072	0	0	129443	329515	\$5.00	\$1,647,575.00
5	SUBGRADE PREPARATION, 12 INCH	SY	16140	0	0	0	16140	\$3.00	\$48,420.00
6	SUBGRADE TREATMENT, FLYASH, 18 INCHES	TON	0	0	0	150	150	\$160.00	\$24,000.00
7	SUBGRADE TREATMENT, TRIAX GEO-GRID	SY	16140	0	0	0	16140	\$4.00	\$64,560.00
8	SUBBASE, MODIFIED, 4 INCH	SY	5884	0	0	0	5884	\$9.00	\$52,956.00
9	SUBBASE, MODIFIED, 8 INCH	SY	16140	0	0	0	16140	\$12.00	\$193,680.00
10	COMPACTION TESTING	LS	1	0	0	0	1	\$5,000.00	\$5,000.00
11	EXPLORATORY EXCAVATION	EA	10	0	0	0	10	\$250.00	\$2,500.00
12	TRENCH FOUNDATION	TON	50	0	0	0	50	\$50.00	\$2,500.00
13	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	200	0	0	0	200	\$30.00	\$6,000.00
14	TRENCH COMPACTION TESTING	LS	1	0	0	0	1	\$15,000.00	\$15,000.00
15	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 12 INCH	LF	1888	0	0	0	1888	\$50.00	\$94,400.00
16	SANITARY SEWER SERVICE STUB, PVC, 8 INCH	LF	0	453	0	0	453	\$42.00	\$19,026.00
17	STORM SEWER, TRENCHED, RCP, 12 INCH	LF	737	0	0	0	737	\$50.00	\$36,850.00
18	STORM SEWER, TRENCHED, RCP, 15 INCH	LF	1622	0	0	0	1622	\$75.00	\$121,650.00
19	STORM SEWER, TRENCHED, RCP, 18 INCH	LF	663	0	0	0	663	\$80.00	\$53,040.00
20	STORM SEWER, TRENCHED, ARCP, 22 INCH BY 13 INCH ARCH	LF	66	0	0	0	66	\$90.00	\$5,940.00
21	STORM SEWER, TRENCHED, ARCP, 28 INCH BY 18 INCH ARCH	LF	359	0	0	0	359	\$122.00	\$43,798.00
22	STORM SEWER, TRENCHED, ARCP, 36 INCH BY 22 INCH ARCH	LF	129	0	0	0	129	\$450.00	\$58,050.00
23	REMOVAL OF STORM SEWER, RCP, 12 INCH	LF	122	0	0	0	122	\$10.00	\$1,220.00
24	6'X3' BOX CULVERT	LF	90	0	0	0	90	\$800.00	\$72,000.00
25	10'X4' BOX CULVERT	LF	276	0	0	0	276	\$900.00	\$248,400.00
26	6'X3' BOX CULVERT END SECTION	EA	2	0	0	0	2	\$10,000.00	\$20,000.00
27	10'X4' BOX CULVERT END SECTION	EA	4	0	0	0	4	\$15,000.00	\$60,000.00
28	PIPE APRON, ARCP, 28 INCH BY 18 INCH ARCH	EA	1	0	0	0	1	\$1,500.00	\$1,500.00
29	PIPE APRON, ARCP, 36 INCH BY 22 INCH ARCH	EA	1	0	0	0	1	\$2,500.00	\$2,500.00
30	SUBDRAIN, PVC, 4 INCH	LF	3416	0	0	0	3416	\$15.00	\$51,240.00
31	SUBDRAIN CLEANOUT, PVC, 4 INCH	EA	3	0	0	0	3	\$700.00	\$2,100.00
32	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 4 INCH	EA	32	0	0	0	32	\$500.00	\$16,000.00
33	WATERMAIN, TRENCHED, PVC DR14, 8 INCH	LF	3204	0	0	0	3204	\$40.00	\$128,160.00
34	WATERMAIN, TRENCHED, DUCTILE IRON, 8 INCH	LF	0	0	136	0	136	\$55.00	\$7,480.00
35	WATERMAIN, TRENCHED, DUCTILE IRON, 24 INCH	LF	0	0	100	0	100	\$200.00	\$20,000.00
36	WATERMAIN, TRENCHLESS, 8 INCH	LF	0	0	60	0	60	\$250.00	\$15,000.00

37	FITTINGS BY WEIGHT, DUCTILE IRON	LB	636	0	0	0	636	\$15.00	\$9,540.00
38	VALVE, GATE, 8 INCH	EA	4	0	2	0	6	\$2,500.00	\$15,000.00
39	VALVE, BUTTERFLY, 24 INCH, FURNISH ONLY	EA	0	0	2	0	2	\$25,000.00	\$50,000.00
40	VALVE, BUTTERFLY, 24 INCH, INSTALLATION	EA	0	0	2	0	2	\$20,000.00	\$40,000.00
41	VALVE, INSERTION VALVE, 24 INCH	EA	0	0	2	0	2	\$60,000.00	\$120,000.00
42	TAPPING VALVE ASSEMBLY, 8 INCH	EA	2	0	0	0	2	\$7,000.00	\$14,000.00
43	FIRE HYDRANT ASSEMBLY	EA	7	0	0	0	7	\$5,500.00	\$38,500.00
44	WATERMAIN OFFSET, 8 INCH	EA	0	0	1	0	1	\$5,000.00	\$5,000.00
45	WATERMAIN OFFSET, 24 INCH	EA	0	0	1	0	1	\$9,000.00	\$9,000.00
46	FLUSHING DEVICE (BLOWOFF)	EA	0	0	1	0	1	\$6,000.00	\$6,000.00
47	SANITARY MANHOLE, SW-303, 48 INCH	EA	1	0	0	0	1	\$5,500.00	\$5,500.00
48	SANITARY MANHOLE, SW-301, 48 INCH	EA	7	0	0	0	7	\$5,500.00	\$38,500.00
49	STORM MANHOLE, SW-401, 60 INCH	EA	1	0	0	0	1	\$5,500.00	\$5,500.00
50	INTAKE, SW-507	EA	28	0	0	0	28	\$3,800.00	\$106,400.00
51	INTAKE, SW-508	EA	1	0	0	0	1	\$6,500.00	\$6,500.00
52	INTAKE, SW-509	EA	4	0	0	0	4	\$6,000.00	\$24,000.00
53	INTAKE, SW-510	EA	3	0	0	0	3	\$7,500.00	\$22,500.00
54	MANHOLE ADJUSTMENT, MINOR	EA	3	0	0	0	3	\$1,000.00	\$3,000.00
55	MANHOLE ADJUSTMENT, MAJOR	EA	3	0	0	0	3	\$3,000.00	\$9,000.00
56	CONNECTION TO EXISTING MANHOLE	EA	1	0	0	0	1	\$1,500.00	\$1,500.00
57	REMOVE INTAKE	EA	5	0	0	0	5	\$1,000.00	\$5,000.00
58	PAVEMENT, PCC, 8 INCH	SY	14606	0	0	0	14606	\$60.00	\$876,360.00
59	PCC PAVEMENT SAMPLES AND TESTING	LS	1	0	0	0	1	\$5,000.00	\$5,000.00
60	TEMPORARY PAVEMENT, 5" PCC OR 4" HMA	SY	1136	0	0	0	1136	\$35.00	\$39,760.00
61	REMOVAL OF GRAVEL DRIVEWAY	SY	266	0	0	0	266	\$6.00	\$1,596.00
62	REMOVAL OF CURB	LF	168	0	0	0	168	\$10.00	\$1,680.00
63	SHARED USE PATH, PCC, 5 INCH	SY	3178	0	0	0	3178	\$40.00	\$127,120.00
64	SIDEWALK, PCC, 5 INCH	SY	1834	0	0	0	1834	\$40.00	\$73,360.00
65	SIDEWALK, PCC, 6 INCH	SY	184	0	0	0	184	\$45.00	\$8,280.00
66	DETECTABLE WARNING	SF	189	0	0	0	189	\$35.00	\$6,615.00
67	DRIVEWAY, PAVED, PCC, 6 INCH	SY	0	52	0	0	52	\$50.00	\$2,600.00
68	PAVEMENT REMOVAL	SY	864	0	0	0	864	\$10.00	\$8,640.00
69	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	142.33	0	0	0	142.33	\$50.00	\$7,116.50
70	PAINTED SYMBOLS AND LEGENDS	EA	8	0	0	0	8	\$150.00	\$1,200.00
71	TYPE A SIGN, SHEET ALUMINUM	SF	46.5	0	0	0	46.5	\$50.00	\$2,325.00
72	SIGN REMOVAL	EA	2	0	0	0	2	\$100.00	\$200.00
73	TEMPORARY TRAFFIC CONTROL	LS	1	0	0	0	1	\$20,000.00	\$20,000.00
74	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	54	0	0	1	55	\$2,500.00	\$137,500.00
75	SWPPP PREPARATION	LS	1	0	0	0	1	\$1,500.00	\$1,500.00
76	SWPPP MANAGEMENT	LS	1	0	0	0	1	\$5,000.00	\$5,000.00
77	TEMPORARY RECP, TYPE 2.C	SY	22235	0	0	5562	27797	\$7.00	\$194,579.00
78	RIP RAP, TYPE E	TON	60	0	0	0	60	\$60.00	\$3,600.00

79	SILT FENCE OR SILT FENCE DITCH CHECK	LF	11569	0	0	1721	13290	\$3.00	\$39,870.00
80	STABILIZED CONSTRUCTION ENTRANCE	SY	244	0	0	0	244	\$10.00	\$2,440.00
81	EROSION CONTROL MULCHING, CONVENTIONAL	AC	54	0	0	1	55	\$1,500.00	\$82,500.00
82	INLET PROTECTION DEVICE, DROP-IN	EA	36	0	0	0	36	\$200.00	\$7,200.00
83	INLET PROTECTION DEVICE, SURFACE APPLIED	EA	36	0	0	0	36	\$150.00	\$5,400.00
84	REMOVAL OF FENCE	LF	490	0	0	1060	1550	\$3.00	\$4,650.00
85	SAFETY RAIL	LF	48	0	0	0	48	\$250.00	\$12,000.00
86	CONSTRUCTION SURVEY	LS	1	0	0	0	1	\$70,000.00	\$70,000.00
87	MONUMENT PRESERVATION AND REPLACEMENT	LS	1	0	0	0	1	\$1,500.00	\$1,500.00
88	MOBILIZATION	LS	0.8	0.03	0.04	0.13	1	\$365,400.00	\$365,400.00
89	CONCRETE WASHOUT	LS	1	0	0	0	1	\$1,000.00	\$1,000.00
90	DRAINAGE WELL	EA	8	0	0	0	8	\$500.00	\$4,000.00
91	WOODCHIP/COMPOST DEBRIS REMOVAL	CY	0	0	0	600	600	\$30.00	\$18,000.00
92	EDA SITE SIGN	LS	1	0	0	0	1	\$1,000.00	\$1,000.00

93

OPINION OF PROBABLE CONSTRUCTION COST: \$6,509,556.50

GOVERNING SPECIFICATIONS

THE 2022 EDITION OF THE "IOWA STATEWIDE URBAN SPECIFICATIONS FOR PUBLIC IMPROVEMENTS" AND CITY OF MARSHALLTOWN SPECIFICATIONS.

MUTCD 2009 AS ADOPTED BY IOWA DEPARTMENT OF TRANSPORTATION.

ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITHIN THE CONSTRUCTION OF THIS PROJECT.



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 OR 811

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."

RESOURCE LIST

CITY OF MARSHALLTOWN

City Hall
24 N Center Street
Marshalltown, IA 50158
(641) 754-5701

City Administrator:
Jessica Kinser

Mayor: Joel Greer

City Council Members:
Gary Thompson
Barry Kell
Jeff Schneider
Mike Ladehoff
Gabriel Isom
Dex Walker
Al Hoop

City Engineer:
Heather Thomas, P.E.

Water Pollution Control
Superintendent:
Bob Ranson
(641) 754-5709

UTILITIES

GAS
Alliant Energy
Alliant Energy Field Engineer
(800) 255-4268

TELEPHONE
Centurylink
Sadie Hull
(918) 547-0147

LOCAL:
Marshalltown Water Works
Zach Maxfield
(641) 753-7913

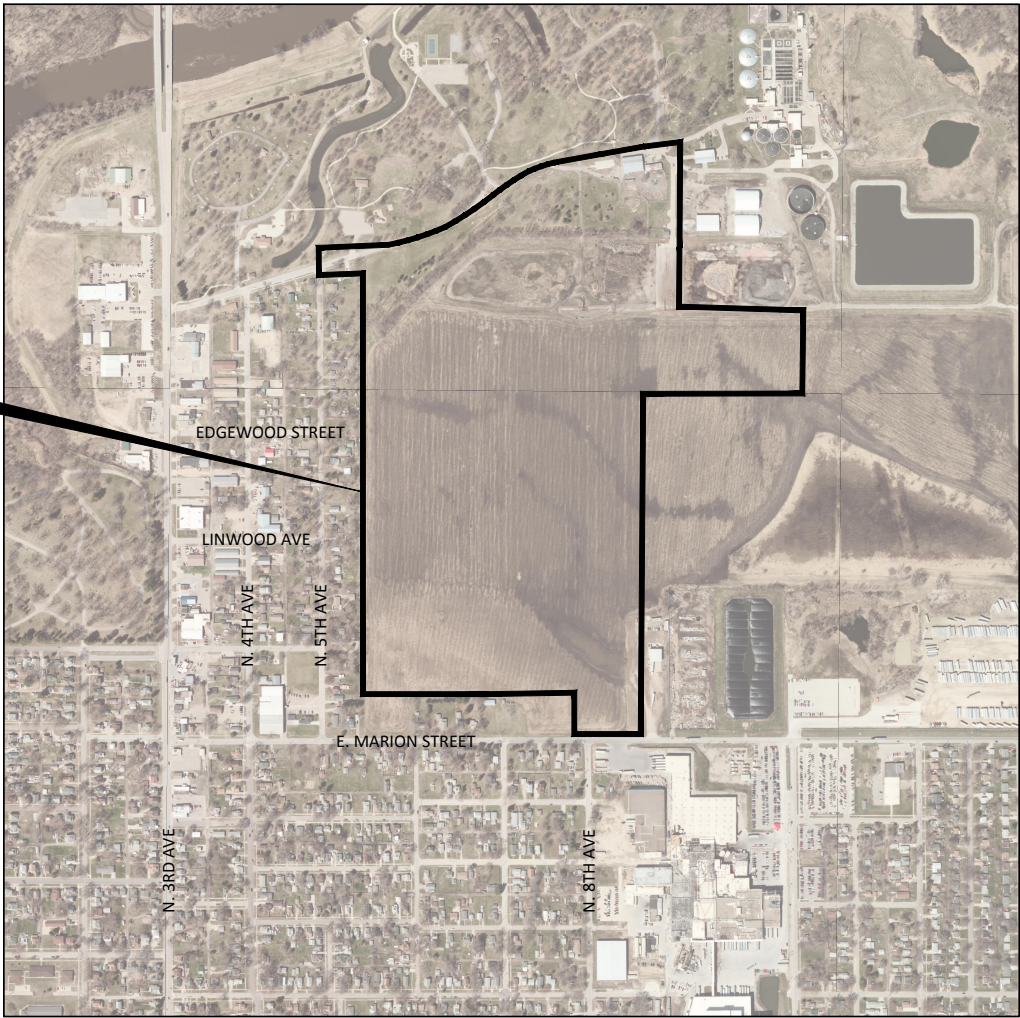
City of Marshalltown Sewer
Troy McGahuey
(641) 751-9608

CABLE / INTERNET
Mediacom
Curt Hodges
(515) 669-3647

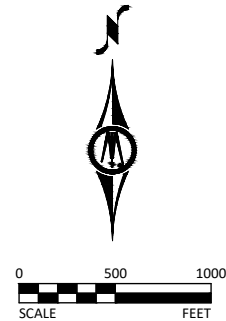
Heart of Iowa Ventures
Jay Duncan
(641) 486-2211

ELECTRIC
City of Marshalltown
Heather Thomas, P.E.

PROJECT LOCATION



MAP OF THE
CITY OF MARSHALLTOWN
MARSHALL COUNTY, IA



SHEET NUMBER	SHEET TITLE
GENERAL	
A.01 - A.02	TITLE SHEET & LEGEND
B.01 - B.10	TYPICAL SECTIONS AND DETAILS
C.01 - C.09	QUANTITIES, ESTIMATE REFERENCE NOTES, & TABULATIONS
CIVIL	
CE.01 - CE.08	EROSION CONTROL PLAN
CE.09 - CE.13	GRADING CROSS SECTIONS
D.01 - D.06	MAINLINE PLAN AND PROFILE
E.01 - E.07	SIDE STREET & DITCH PLAN AND PROFILE
G.01	ALIGNMENT AND CONTROL DATA
J.01-J.05	STAGING AND TRAFFIC CONTROL
K.01 - K.04	PAVEMENT MARKING AND SIGNAGE
L1.01 - L1.03	INTERSECTION DETAILS
L2.01 - L2.04	JOINTING PLAN
M1.01-M1.16	STORM SEWER PLAN
M2.01-M2.06	SANITARY SEWER PLAN
M3.01-M3.08	WATER MAIN PLAN
R.01-R.05	REMOVAL PLAN
S.01-S.06	SIDEWALK DETAILS
THIS PLAN SET CONTAINS <u>105</u> SHEETS.	

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DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



1519 BALTIMORE DRIVE
AMES, IOWA 50010
Phone: (515) 233-6100
Email: Ames@bolton-menk.com
www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE
TLB			
DRAWN			
TLB			
CHECKED			
GAB			
CLIENT PROJ. NO.			
A13.119531			

CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION

TITLE SHEET

SHEET

A.01



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 Broussard
GREGORY A. BROUSSARD, P.E.

LIC. NO. 21974 DATE: 4/12/2022

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2023

PAGES OR SHEETS COVERED BY THIS SEAL:

ALL SHEET

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EXISTING TOPOGRAPHIC SYMBOLS

	ACCESS GRATE		SATELLITE DISH
	AIR CONDITION UNIT		SIGN TRAFFIC
	ANTENNA		SIGNAL CONTROL CABINET
	AUTO SPRINKLER CONNECTION		SOIL BORING
	BARRICADE PERMANENT		SIREN
	BASKETBALL POST		TELEPHONE BOOTH
	BENCH		TILE INLET
	BIRD FEEDER		TILE OUTLET
	BOLLARD		TILE RISER
	BUSH		TRANSFORMER-ELECTRIC
	CATCH BASIN RECTANGULAR CASTING		TREE-CONIFEROUS
	CATCH BASIN CIRCULAR CASTING		TREE-DEAD
	CURB STOP		TREE-DECIDUOUS
	CLEAN OUT		TREE STUMP
	CULVERT END		TRAFFIC ARM BARRIER
	DRINKING FOUNTAIN		TRAFFIC SIGNAL
	DOWN SPOUT		TRASH CAN
	FILL PIPE		UTILITY MARKER
	FIRE HYDRANT		VALVE
	FLAG POLE		VALVE POST INDICATOR
	FLARED END / APRON		VALVE VAULT
	FUEL PUMP		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 POLE		
	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		
	REGULATION STATION GAS		

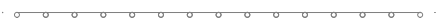
PROPOSED TOPOGRAPHIC SYMBOLS

	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
	LIGHT POLE

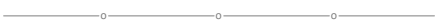
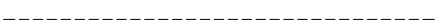
SURVEY SYMBOLS

	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

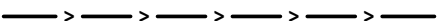
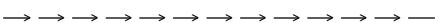
SURVEY LINES

	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

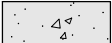
PROPOSED UTILITY LINES

	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
	RISE:RUN (SLOPE)

HATCH PATTERNS

	SIDEWALK		PCC PAVEMENT
	DRIVEWAY		

EXISTING PRIVATE UTILITY LINES

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"

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

UTILITIES IDENTIFIED WITH A QUALITY LEVEL OTHER THAN D:

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:

LEVEL D - INFORMATION COMES SOLELY FROM EXISTING UTILITY RECORDS.

LEVEL C - SURVEYING ABOVE GROUND UTILITY FACILITIES, SUCH AS MANHOLES, VALVE BOXES, ETC; AND CORRELATING THIS INFORMATION WITH EXISTING UTILITY RECORDS.

LEVEL B - THE USE OF SURFACE GEOPHYSICAL TECHNIQUES TO DETERMINE THE EXISTENCE AND HORIZONTAL POSITION OF UNDERGROUND UTILITIES.

LEVEL A - THE USE OF NONDESTRUCTIVE DIGGING EQUIPMENT AT HORIZONTAL AND VERTICAL POSITION OF UNDERGROUND UTILITIES, AS WELL AS THE TYPE, SIZE, CONDITION, MATERIAL, AND OTHER CHARACTERISTICS.

ABBREVIATIONS

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

DIV. 1 - RISE
PROJECT NO.: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO.: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



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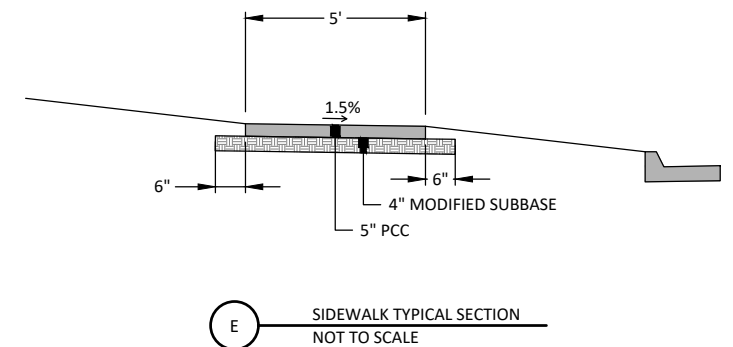
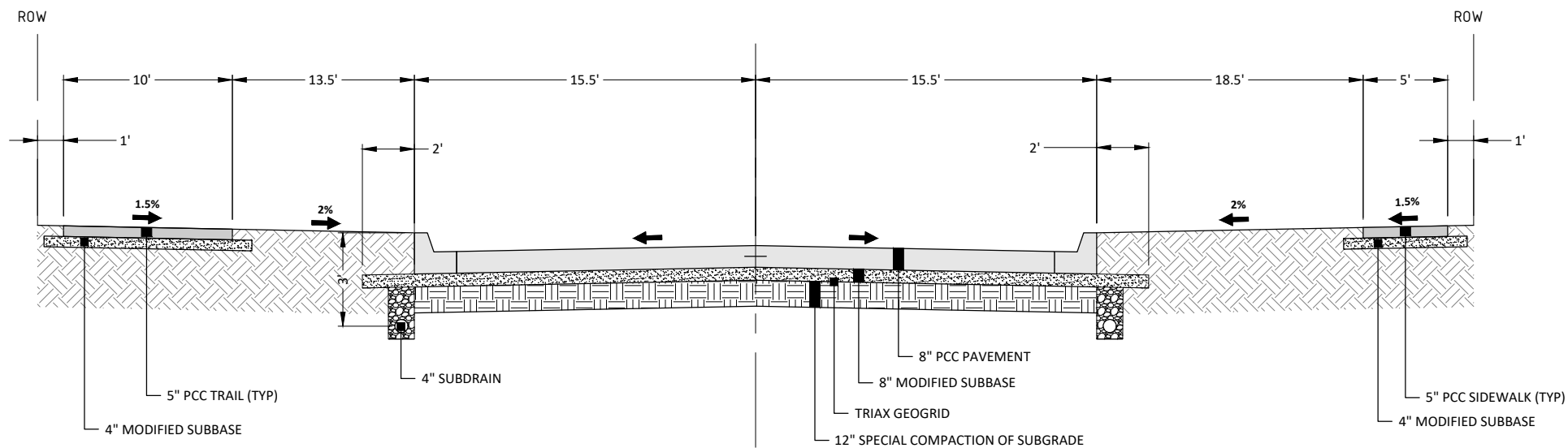
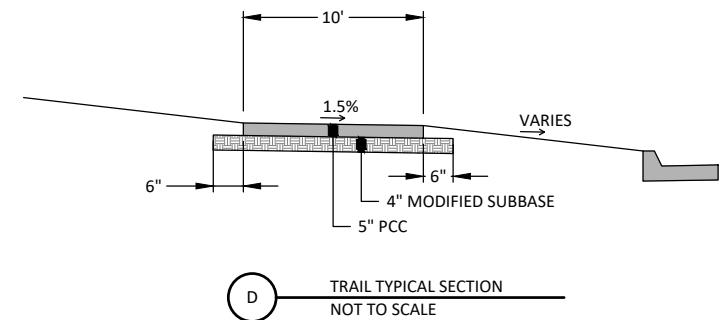
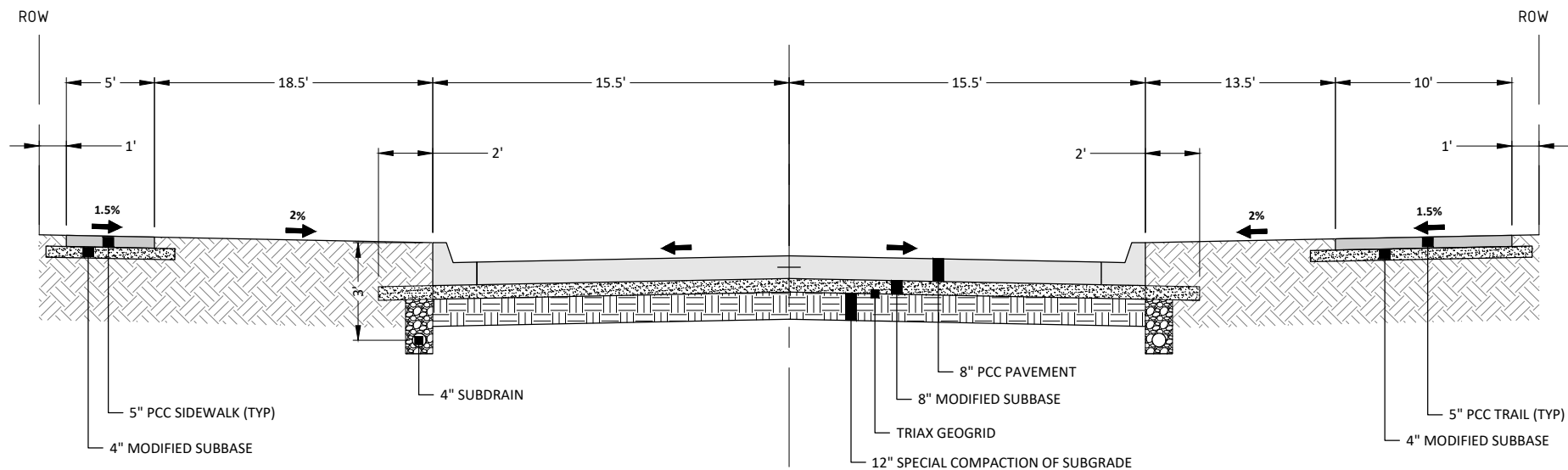
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION

LEGEND SHEET

SHEET

A.02



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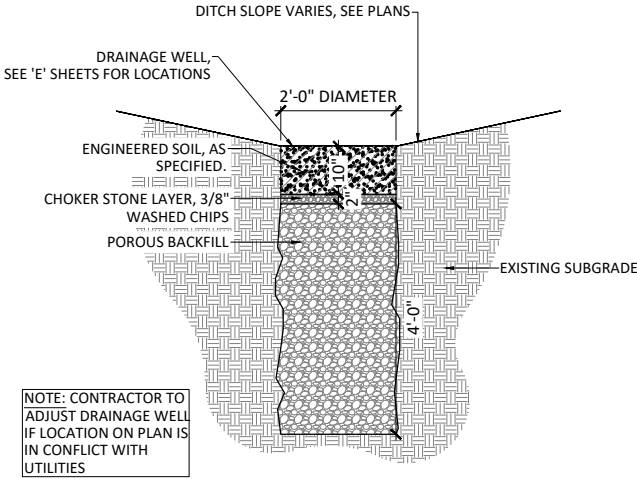


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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
TYPICAL SECTIONS

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A DRAINAGE WELL
NOT TO SCALE

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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION

DETAILS

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Single Precast Reinforced Concrete Box Culvert Standards

General Notes:

1. The precast RCB culvert sections are designed for HL-93 live load and earth fills of varying heights.
2. Vertical earth pressure, EV=0.120 kcf.
Horizontal earth pressure, EHmax = 0.060 kcf max, EHmin = 0.030 kcf.
3. The precast RCB culvert sections are designed for class 2 exposure conditions.
4. The clear distance from face of concrete to near edge or end of reinforcing bar to be 1½" min. and 2" max. unless otherwise noted.
5. The reinforcement supplied for this structure shall be plain and/or deformed welded wire reinforcement (WWR) Fy = 65 ksi, and/or Grade 60 reinforcing steel in accordance with the standard specifications. The reinforcement areas are based on welded wire reinforcement. If reinforcing bars are substituted for welded wire reinforcement, the reinforcement areas shall be increased by 8%. The barrel sections in these standards were designed with plain WWR, Fy = 65 ksi.
6. All dimensions are in feet and inches unless otherwise noted or shown.
7. Any of the following combinations of reinforcement may be used:

a. 1 or 2 layers of welded wire reinforcement or

b. 1 layer of welded wire reinforcement and 1 layer of reinforcement bars or

c. 1 layer of reinforcement bars.

The reinforcement shall be developed in accordance with AASHTO LRFD specifications.
8. The maximum size of reinforcement bars shall be #6, except for parapet reinforcement as detailed.
9. The maximum welded wire reinforcement size shall be a W23/D23 per layer (maximum of 2 layers).
10. The spacing center to center of the transverse wires or bars shall not be less than 2" nor more than 4". The spacing center to center of the longitudinal wires or bars shall not be more than 8".
11. Welding will not be allowed on reinforcement bars or welded wire reinforcement, except that the original welding required to manufacture the wire reinforcement is acceptable.
12. When reinforcement is cut, additional reinforcement shall be added on both sides of the cut member to replace or exceed the cut reinforcement.
13. Eriksson Culvert software version 4.3.1.0 was used for the design of the barrel sections for these standards.
14. These culvert standards label all reinforcing steel with English notation (#3 is ⅜ inch diameter bar). English reinforcing steel received at the precast plant may display the following "bar designation". The "bar designation" is the stamped impression on the reinforcing bars, and is equivalent to the bar diameter in millimeters.

English Size	3	4	5	6	7	8	9	10	11
Bar Designation	10	13	16	19	22	25	29	32	36

15. The first precast barrel section adjacent to the outlet precast end section may be a double groove barrel to facilitate placement of outlet end sections and allow inlet and outlet end sections to be similar.

Index for Precast Culvert Standards:

PRCB G1-20	Index & General Notes
PRCB G2-20	Typical Culvert Barrel Details
PRCB 6-20	Culvert Barrel Details, 6' Spans
PRCB 8-20	Culvert Barrel Details, 8' Spans
PRCB 10-20	Culvert Barrel Details, 10' Spans
PRCB 12-20	Culvert Barrel Details, 12' Spans
PRCB 14-20	Culvert Barrel Details, 14' Spans
PRCB 16-20	Culvert Barrel Details, 16' Spans
PES 1-20-T1	Type 1 End Section Details, Up to 7.5° Skews, 6' to 12' Spans, Sheet 1 of 2
PES 2-20-T1	Type 1 End Section Details, Up to 7.5° Skews, 6' to 12' Spans, Sheet 2 of 2
PES 3-20-T1	Type 1 End Section Details, Up to 7.5° Skews, 14' to 16' Spans, Sheet 1 of 2
PES 4-20-T1	Type 1 End Section Details, Up to 7.5° Skews, 14' to 16' Spans, Sheet 2 of 2
PES 1-20-T3	Type 3 End Section Details, Up to 7.5° Skews, 6' to 12' Spans, Sheet 1 of 2
PES 2-20-T3	Type 3 End Section Details, Up to 7.5° Skews, 6' to 12' Spans, Sheet 2 of 2
PES 3-20-T3	Type 3 End Section Details, Up to 7.5° Skews, 14' to 16' Spans, Sheet 1 of 2
PES 4-20-T3	Type 3 End Section Details, Up to 7.5° Skews, 14' to 16' Spans, Sheet 2 of 2
PES 5-20-T3	Type 3 End Section Details, 7.5° to 45° Skews, 6' to 12' Spans, Sheet 1 of 2
PES 6-20-T3	Type 3 End Section Details, 7.5° to 45° Skews, 6' to 12' Spans, Sheet 2 of 2
PES 7-20-T3	Type 3 End Section Details, 7.5° to 45° Skews, 14' to 16' Spans, Sheet 1 of 2
PES 8-20-T3	Type 3 End Section Details, 7.5° to 45° Skews, 14' to 16' Spans, Sheet 2 of 2
PES 9-20-T3	Type 3 Lintel Beam Details, 0° to 45° Skews, 6' to 12' Spans
PES 10-20-T3	Type 3 Lintel Beam Details, 0° to 45° Skews, 14' to 16' Spans
PES 11-20	Alternate Curtain Wall Details
PEP 12-20	Embankment Protection Details, 0° to 45° Skews

Specifications:

- Design:

AASHTO LRFD Bridge Design Specifications, 8th Ed., Series of 2017.
- Construction:

Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, current series, plus applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications and Special Provisions

Design Stresses:

- Design stresses for the following materials are in accordance with the AASHTO LRFD Bridge Design Specifications, 8th Ed., Series of 2017:

Bar reinforcement in accordance with AASHTO LRFD Section 5, Grade 60.

Welded wire reinforcement in accordance with AASHTO LRFD Section 5.

Concrete in accordance with AASHTO LRFD Section 5, f'c for barrel sections as noted on culvert barrel detail standards, for end section design f'c = 5 ksi.

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LATEST REVISION DATE


APPROVED BY BRIDGE ENGINEER



Standard Design
Single Precast Reinforced Concrete Box Culverts
December, 2020

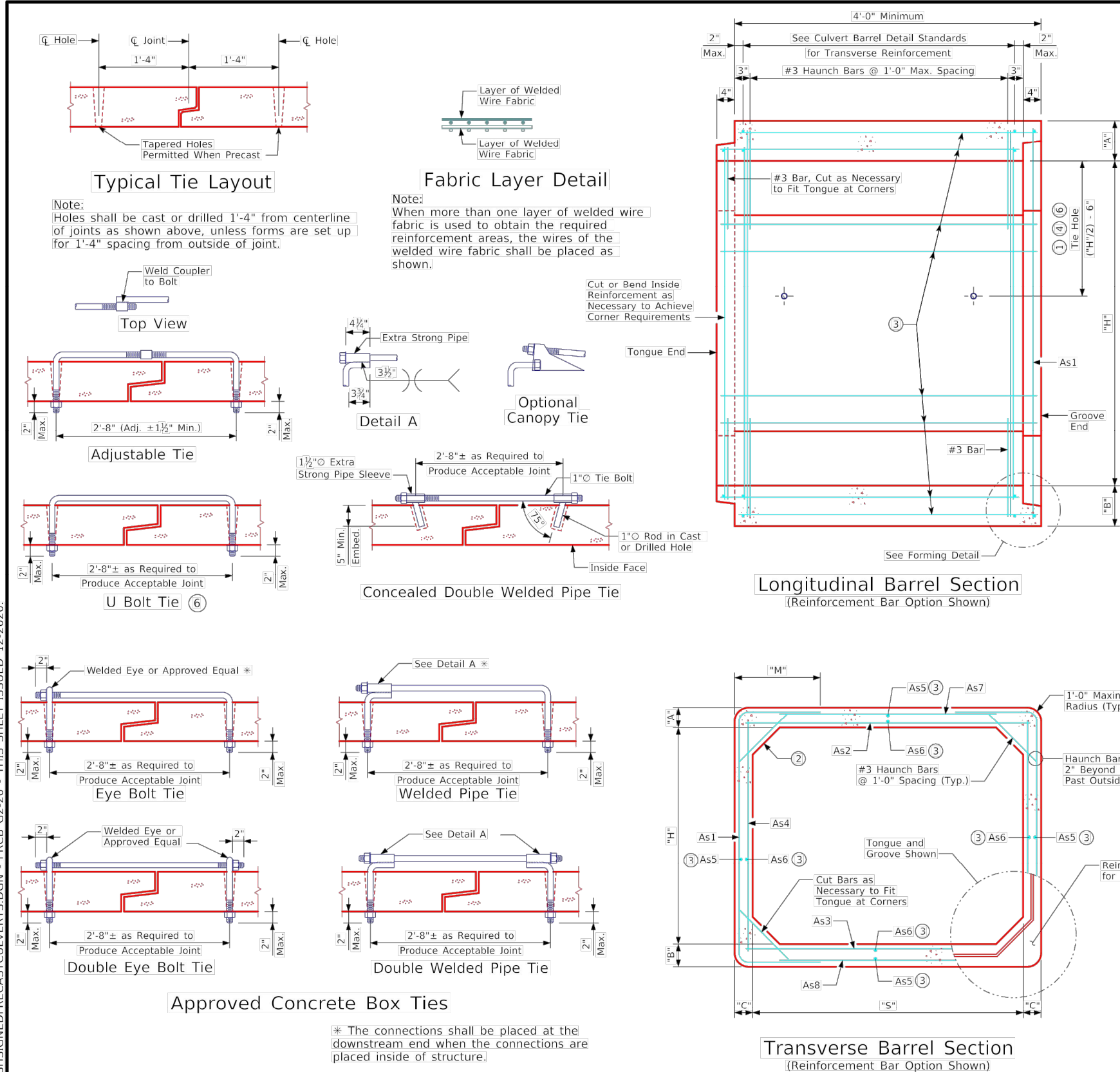
Index and General Notes

PRCB G1-20

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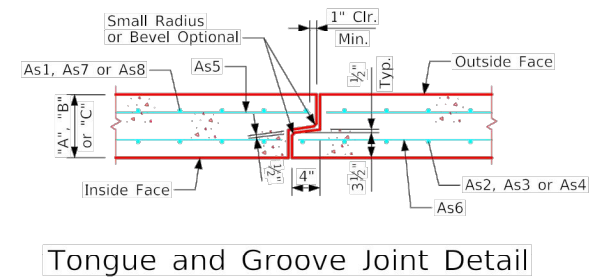
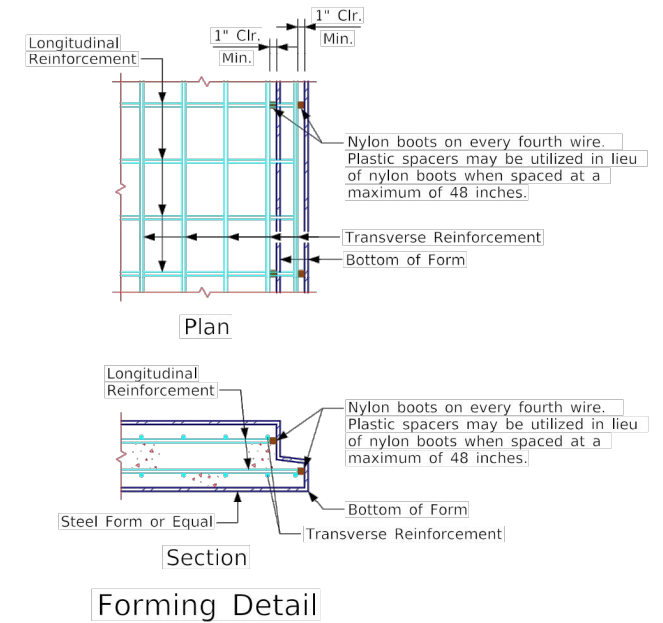
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REVISED 10-2021: Updated Note 3.
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Notes:

- ① Culvert ties are to be 1" rods. See this sheet for connection details.
- ② Haunch sizes are to be 12" vertical, 12" horizontal on all box sizes.
- ③ Longitudinal reinforcement denoted as As5 & As6 must be placed in slab, floor, and walls and must be 0.06 IN.²/FT. MIN.
- ④ Refer to applicable end section detail sheet for barrel to end section connection tie hole locations.
- ⑤ Optional squared corners with 3/4" to 2" chamfer.
- ⑥ U bolt ties are required for cattle paths with nuts on fill side.



10-2021 LATEST REVISION DATE	 APPROVED BY BRIDGE ENGINEER		
		Standard Design	
		Single Precast Reinforced Concrete Box Culverts	
		December, 2020	
		Typical Culvert Barrel Details	PRCB G2-20

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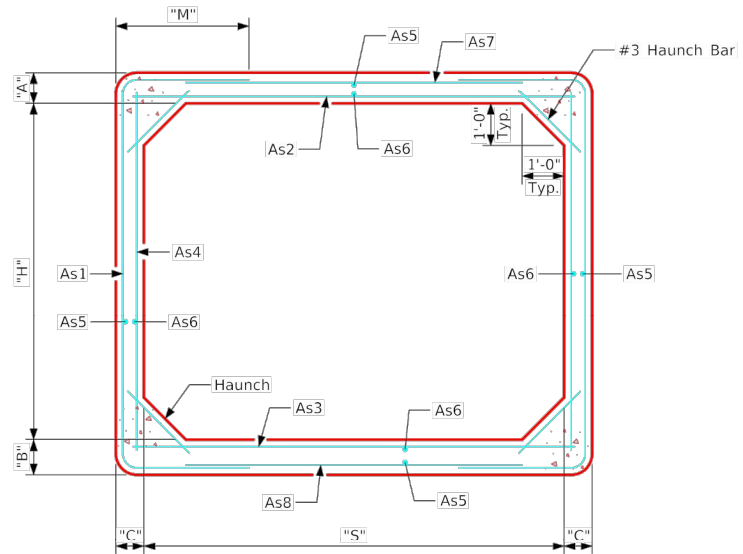
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EDGEWOOD EXTENSION
BOX CULVERT DETAILS

SHEET
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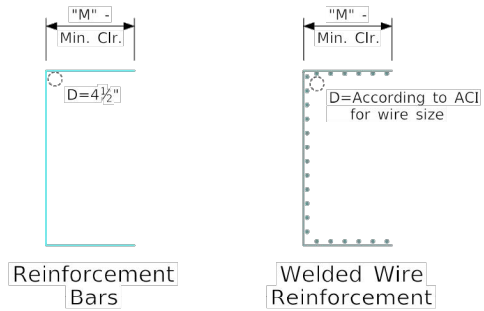
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Variable Dimensions and Quantities for 10' Span Barrel Sections																				
Dimensions									Reinforcement Requirements											Weight (LB/FT)
									As1			As2		As3		As4		As7/As8		
Size	Class	F _c (KSI)	Fill (FT)	S (FT)	H (FT)	A (IN)	B (IN)	C (IN)	Area (IN ² /FT)	Length	M	Area (IN ² /FT)	Length	Area (IN ² /FT)	Length	Area (IN ² /FT)	Length	Area (IN ² /FT)	Length	
10'x4'	1	5.0	2-11	10	4	9	10	8	0.72	9'-11"	2'-6"	0.56	10'-6"	0.57	10'-6"	0.20	4'-6"	0.24	9'-4"	3795
	2	5.0	12-21	10	4	9	10	8	1.29	10'-7"	2'-10"	0.98	10'-6"	0.99	10'-6"	0.20	4'-6"	0.24	9'-4"	3795
	3	5.0	22-25	10	4	10	10	9	1.26	10'-8"	2'-10"	0.98	10'-6"	1.01	10'-6"	0.23	4'-6"	0.24	9'-6"	4075
10'x5'	1	5.0	2-11	10	5	9	10	8	0.63	10'-7"	2'-4"	0.66	10'-6"	0.68	10'-6"	0.20	5'-6"	0.24	9'-4"	3995
	2	5.0	12-22	10	5	9	10	8	1.16	11'-3"	2'-8"	1.20	10'-6"	1.22	10'-6"	0.20	5'-6"	0.24	9'-4"	3995
	3	5.0	23-25	10	5	10	10	9	1.11	11'-6"	2'-9"	1.13	10'-6"	1.19	10'-6"	0.23	5'-6"	0.24	9'-6"	4300
10'x6'	1	5.0	2-11	10	6	9	10	8	0.59	11'-7"	2'-4"	0.74	10'-6"	0.77	10'-6"	0.20	6'-6"	0.24	9'-4"	4195
	2	5.0	12-22	10	6	9	10	8	1.01	12'-3"	2'-8"	1.28	10'-6"	1.34	10'-6"	0.20	6'-6"	0.24	9'-4"	4195
	3	5.0	23-25	10	6	10	10	9	1.01	12'-4"	2'-8"	1.25	10'-6"	1.28	10'-6"	0.23	6'-6"	0.24	9'-6"	4525
10'x7'	1	5.0	2-11	10	7	9	10	8	0.54	12'-7"	2'-4"	0.81	10'-6"	0.84	10'-6"	0.20	7'-6"	0.24	9'-4"	4395
	2	5.0	12-22	10	7	9	10	8	0.92	13'-1"	2'-7"	1.40	10'-6"	1.46	10'-6"	0.20	7'-6"	0.24	9'-4"	4395
	3	5.0	23-25	10	7	10	10	9	0.93	13'-4"	2'-8"	1.35	10'-6"	1.41	10'-6"	0.23	7'-6"	0.24	9'-6"	4750
10'x8'	1	5.0	2-10	10	8	9	10	8	0.53	13'-7"	2'-4"	0.89	10'-6"	0.95	10'-6"	0.20	8'-6"	0.24	9'-4"	4595
	2	5.0	11-21	10	8	9	10	8	0.83	14'-3"	2'-8"	1.44	10'-6"	1.47	10'-6"	0.20	8'-6"	0.24	9'-4"	4595
	3	5.0	22-25	10	8	10	11	8	0.86	14'-1"	2'-6"	1.50	10'-6"	1.56	10'-6"	0.20	8'-6"	0.27	9'-4"	4875
10'x9'	1	5.0	2-11	10	9	9	11	8	0.53	14'-10"	2'-5"	0.96	10'-6"	1.02	10'-6"	0.20	9'-6"	0.24	9'-4"	4935
	2	5.0	12-21	10	9	9	10	8	0.78	15'-5"	2'-9"	1.53	10'-6"	1.58	10'-6"	0.20	9'-6"	0.24	9'-4"	4795
	3	5.0	22-25	10	9	10	11	8	0.83	15'-3"	2'-7"	1.58	10'-6"	1.64	10'-6"	0.20	9'-6"	0.27	9'-4"	5075
10'x10'	1	5.0	2-11	10	10	9	10	8	0.54	16'-7"	2'-10"	1.04	10'-6"	1.13	10'-6"	0.20	10'-6"	0.24	9'-4"	4995
	2	5.0	12-21	10	10	9	10	8	0.80	16'-11"	3'-0"	1.61	10'-6"	1.67	10'-6"	0.24	10'-6"	0.24	9'-4"	4995
	3	5.0	22-25	10	10	10	11	9	0.78	16'-11"	2'-11"	1.53	10'-6"	1.61	10'-6"	0.23	10'-6"	0.27	9'-6"	5570
10'x11'	1	5.0	2-9	10	11	9	10	8	0.59	18'-5"	3'-3"	1.10	10'-6"	1.16	10'-6"	0.29	11'-6"	0.24	9'-4"	5195
	2	5.0	10-16	10	11	9	10	8	0.60	18'-7"	3'-4"	1.37	10'-6"	1.44	10'-6"	0.35	11'-6"	0.24	9'-4"	5195
	3	5.0	17-20	10	11	9	10	9	0.68	18'-7"	3'-4"	1.49	10'-6"	1.56	10'-6"	0.32	11'-6"	0.24	9'-6"	5510
	4	5.0	21-25	10	11	10	11	11	0.69	18'-7"	3'-3"	1.34	10'-6"	1.43	10'-6"	0.27	11'-6"	0.27	9'-10"	6435
10'x12'	1	5.0	2-12	10	12	9	11	8	0.59	21'-4"	4'-2"	1.16	10'-6"	1.22	10'-6"	0.41	12'-6"	0.27	9'-4"	5535
	2	5.0	13-19	10	12	9	10	10	0.62	20'-1"	3'-7"	1.37	10'-6"	1.46	10'-6"	0.39	12'-6"	0.24	9'-8"	6075
	3	5.0	20-25	10	12	10	11	11	0.69	20'-3"	3'-7"	1.40	10'-6"	1.52	10'-6"	0.36	12'-6"	0.27	9'-10"	6710



Typical Barrel Section



Bent Bar Details

All dimensions are out to out.
D = pin diameter (min.).
Pin diameter may be increased if needed to maintain clear cover.

Notes:

1. Longitudinal reinforcement denoted as As5 and As6 must be placed in slab, floor, and walls and must be 0.06 in²/ft minimum.
2. All reinforcement lengths and areas are minimum requirements.
3. If reinforcing bars are substituted for welded wire reinforcing, dimension "M" and/or length of the As7/As8 reinforcement shall be adjusted to ensure adequate lap length is provided.
4. Weight of sections assumes a density of 150 PCF and squared corners.
5. See PRCB G1-20 and G2-20 for additional information and notes.

LATEST REVISION DATE		APPROVED BY BRIDGE ENGINEER		
			Standard Design	
			Single Precast Reinforced Concrete Box Culverts	
			December, 2020	
			Culvert Barrel Details	
			10'-0" Span Barrel Sections	
			PRCB 10-20	

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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
BOX CULVERT DETAILS

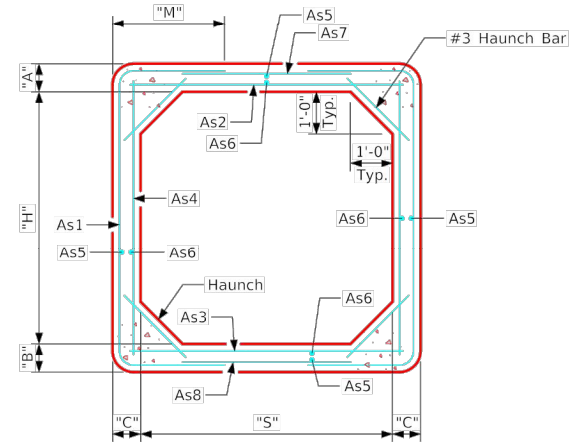
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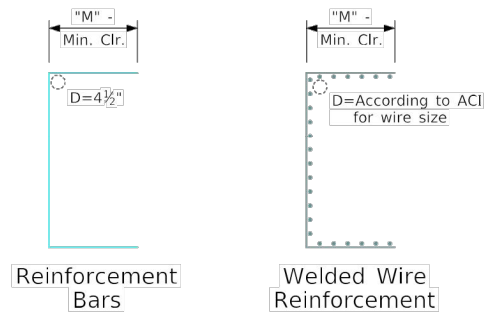
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ENGLISHIGNEDPRECASTCULVERTS.DGN - PRCB 6-20 - THIS SHEET ISSUED 12-2020.

Variable Dimensions and Quantities for 6' Span Barrel Sections																					
Dimensions									Reinforcement Requirements											Weight (LB/FT)	
									As1			As2		As3		As4		As7/As8			
Size	Class	f'c (KSI)	Fill (FT)	S (FT)	H (FT)	A (IN)	B (IN)	C (IN)	Area (IN²/FT)	Length	M	Area (IN²/FT)	Length	Area (IN²/FT)	Length	Area (IN²/FT)	Length	Area (IN²/FT)	Length		
6'x3'	1	5.0	2-10	6	3	8	8	8	0.38	7'-10"	2'-1"	0.27	6'-6"	0.24	6'-6"	0.20	3'-6"	0.20	5'-4"	2370	
	2	5.0	11-19	6	3	8	8	8	0.47	8'-0"	2'-2"	0.33	6'-6"	0.35	6'-6"	0.21	3'-6"	0.20	5'-4"	2370	
	3	5.0	20-25	6	3	8	8	8	0.60	8'-4"	2'-4"	0.44	6'-6"	0.44	6'-6"	0.28	3'-6"	0.20	5'-4"	2370	
6'x4'	1	5.0	2-11	6	4	8	8	8	0.34	8'-6"	1'-11"	0.33	6'-6"	0.32	6'-6"	0.20	4'-6"	0.20	5'-4"	2570	
	2	5.0	12-19	6	4	8	8	8	0.39	8'-10"	2'-1"	0.44	6'-6"	0.44	6'-6"	0.20	4'-6"	0.20	5'-4"	2570	
	3	5.0	20-25	6	4	8	8	8	0.51	9'-2"	2'-3"	0.56	6'-6"	0.56	6'-6"	0.20	4'-6"	0.20	5'-4"	2570	
6'x5'	1	5.0	2-12	6	5	8	8	8	0.31	9'-4"	1'-10"	0.41	6'-6"	0.39	6'-6"	0.20	5'-6"	0.20	5'-4"	2770	
	2	5.0	13-19	6	5	8	8	8	0.38	9'-10"	2'-1"	0.51	6'-6"	0.53	6'-6"	0.20	5'-6"	0.20	5'-4"	2770	
	3	5.0	20-25	6	5	8	8	8	0.47	10'-0"	2'-2"	0.65	6'-6"	0.66	6'-6"	0.20	5'-6"	0.20	5'-4"	2770	
6'x6'	1	5.0	2-12	6	6	8	8	8	0.38	10'-6"	1'-11"	0.48	6'-6"	0.47	6'-6"	0.20	6'-6"	0.20	5'-4"	2970	
	2	5.0	13-19	6	6	8	8	8	0.32	10'-10"	2'-1"	0.57	6'-6"	0.60	6'-6"	0.20	6'-6"	0.20	5'-4"	2970	
	3	5.0	20-25	6	6	8	8	8	0.40	11'-2"	2'-3"	0.72	6'-6"	0.74	6'-6"	0.20	6'-6"	0.20	5'-4"	2970	
6'x7'	1	5.0	2-13	6	7	8	8	8	0.29	11'-10"	2'-1"	0.56	6'-6"	0.56	6'-6"	0.20	7'-6"	0.20	5'-4"	3170	
	2	5.0	14-19	6	7	8	8	8	0.31	12'-4"	2'-4"	0.63	6'-6"	0.68	6'-6"	0.20	7'-6"	0.20	5'-4"	3170	
	3	5.0	20-25	6	7	8	8	8	0.40	12'-8"	2'-6"	0.78	6'-6"	0.81	6'-6"	0.20	7'-6"	0.20	5'-4"	3170	
6'x8'	1	5.0	2-13	6	8	8	8	8	0.32	13'-4"	2'-4"	0.66	6'-6"	0.66	6'-6"	0.20	8'-6"	0.20	5'-4"	3370	
	2	5.0	14-19	6	8	8	8	8	0.31	13'-10"	2'-7"	0.71	6'-6"	0.74	6'-6"	0.20	8'-6"	0.20	5'-4"	3370	
	3	5.0	20-25	6	8	8	8	8	0.39	14'-4"	2'-10"	0.84	6'-6"	0.89	6'-6"	0.23	8'-6"	0.20	5'-4"	3370	



Typical Barrel Section



Bent Bar Details

All dimensions are out to out.
D = pin diameter (min.).
Pin diameter may be increased if needed to maintain clear cover.

Notes:

1. Longitudinal reinforcement denoted as As5 and As6 must be placed in slab, floor, and walls and must be 0.06 in²/ft minimum.
2. All reinforcement lengths and areas are minimum requirements.
3. If reinforcing bars are substituted for welded wire reinforcing, dimension "M" and/or length of the As7/As8 reinforcement shall be adjusted to ensure adequate lap length is provided.
4. Weight of sections assumes a density of 150 PCF and squared corners.
5. See PRCB G1-20 and G2-20 for additional information and notes.

LATEST REVISION DATE		
	Standard Design	
	Single Precast Reinforced Concrete Box Culverts	
	December, 2020	
APPROVED BY BRIDGE ENGINEER	Culvert Barrel Details	
	6'-0" Span Barrel Sections	
	PRCB 6-20	

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DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



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EDGEWOOD EXTENSION
BOX CULVERT DETAILS

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ENGLISHIGNEDPRECASTCULVERTS.DGN - PES 2-20-T3 S2 - THIS SHEET ISSUED 12-2020

Apron Dimens.	
Box Rise R (FT)	Apron Length L (FT)
3	6'-0"
4	9'-0"
5	12'-0"
6	15'-0"
7	18'-0"
8	21'-0"
9	24'-0"
10	27'-0"
11	30'-0"
12	33'-0"

Dimens.		Ah & As3 Reinf.		
Span S (FT)	Section Ht. H (FT)	Req'd. Ah (IN²/FT)	Bottom Slab Thick. (IN)	
			Required As3 (IN²/FT)	
6			8	10
	3	0.20	0.20	---
	4	0.20	0.20	---
	5	0.20	0.20	---
	6	0.20	0.20	---
	7	0.23	0.23	---
8			8	10
	4	0.24	---	0.24
	5	0.24	---	0.24
	6	0.24	---	0.24
	7	0.24	---	0.24
	8	0.26	---	0.24
10			8	10
	4	0.24	---	0.24
	5	0.24	---	0.24
	6	0.24	---	0.24
	7	0.24	---	0.24
	8	0.24	---	0.24
12			8	10
	4	0.24	---	0.24
	5	0.24	---	0.24
	6	0.24	---	0.24
	7	0.24	---	0.24
	8	0.24	---	0.26

Note: "H" is the largest vertical dimension of the section.

Construction Notes:

Precast box culvert end sections shall be constructed in accordance with details and notes, as shown below:

Reinforcing for precast end sections & curtain walls shall be welded wire reinforcing (WWR) meeting the requirements of AASHTO LRFD Section 5. The concrete cover over the reinforcing steel shall not be less than 1.5 inches or greater than 2.0 inches.

Refer to sheets PRCB G1-20 & PRCB G2-20 for additional notes and details.

Refer to "Fabric Layer Detail" on sheet PRCB G2-20 for multiple WWR layers.

- 1
- Use tongue on inlet end section and groove on outlet end section.
- 2
- Fill holes with grout. Grout shall consist of 1 part cement and 2 parts sand. Use air entrained portland cement. Grout mix shall have a maximum slump of 4 inches.
- 3
- Floor thickness (Tb) shall be, Tb = 8 in. for 6 foot span, Tb = 10 in. for all other spans.
- 4
- Joint "Option A": Provide joint in walls and floor. Terminate joint at haunch. See "Detail A" on Sheet PES 1-20-T3.
- 5
- Joint "Option B": Provide continuous joint in walls, floor and haunch.
- 6
- Haunch dimension to match barrel haunch size.
- 7
- Minimum longitudinal reinforcement shall be 0.06 sq. inches per peripheral foot on all faces of the end section, except in the tongue and groove area.
- 8
- Lap splices shall be Class B and shall be designed according to the AASHTO LRFD Bridge Design Specifications, Section 5.
- 9
- Optional eyebolts shall conform to ASTM A307. Eyebolts and nuts shall be galvanized in accordance with ASTM A153. The eye of the eyebolt shall be cast flush with the concrete surface.

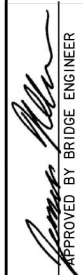
Dowel Setting Note (Fence Anchor):

The 5fa bars or eyebolt may be set as dowels in drilled holes. Holes shall be drilled to the depth required to achieve bar embedment as shown in the "Side Elevation" or "Detail C". The dowels shall be installed in accordance with the Manufacturer's recommendations. Either of the following systems may be used as a bonding agent:

- A. Polymer grout system shall be in accordance with Article 2301.03, E, of the Standard Specifications.
- B. Hydraulic cement grout systems. Drilled holes are to be 2½ times the dowel diameter and are to be blown clean with compressed air immediately prior to placing grout. The hydraulic cement grout shall be one of those approved in Materials I.M. 491.13.

Note: See sheet PES 1-20-T3 for details used in conjunction with this sheet.

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Standard Design
Single Precast Reinforced Concrete Box Culverts
December, 2020

Type 3 End Section Details
For Skews up to 7.5°; 6' - 12' Spans

PES 2-20-T3
Sheet 2 of 2

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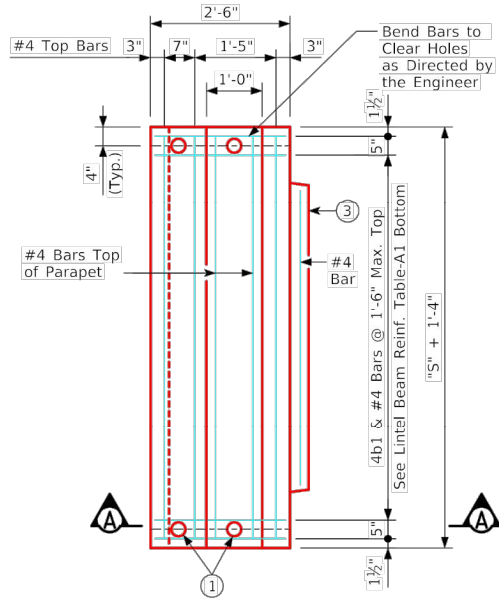
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BOX CULVERT DETAILS

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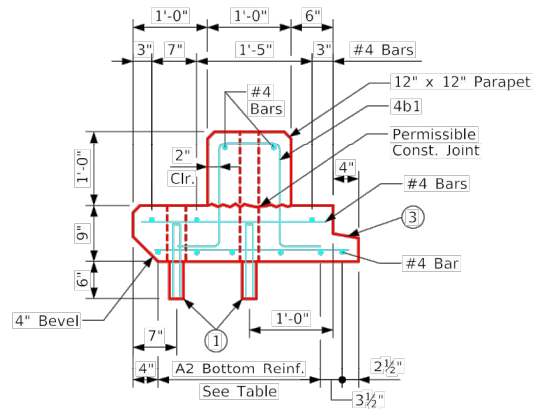
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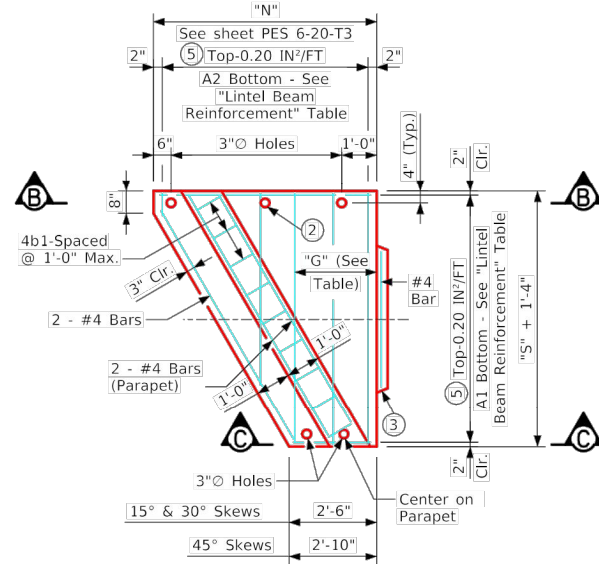
Plan of Square Lintel Beam
(Tongue Option Shown)



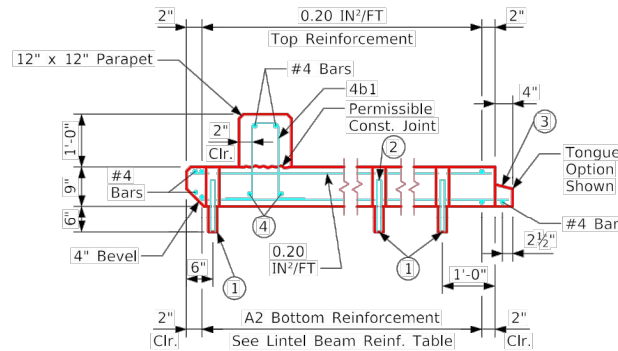
Section A-A
(Tongue Option Shown)

0° Skew Lintel Beam
(For Skews up to 7°30')

Span S (FT)	Bottom Reinforcement			
	WWR Option		Rebar Option	
	A1 (IN ² /FT)	A2 (IN ² /FT)	A1	A2
6	0.13	0.26	#4 @ 12"	3 - #4 @ 12"
8	0.16	0.32	#4 @ 12"	4 - #4 @ 8"
10	0.20	0.40	#4 @ 12"	3 - #5 @ 12"
12	0.25	0.49	#5 @ 12"	4 - #5 @ 8"



Plan View



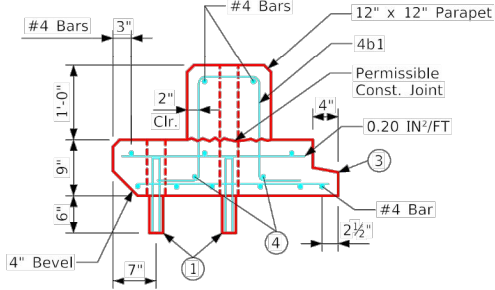
Section B-B

Skewed Lintel Beam
(For Skews of 7°30' to 45°)

Span S (FT)	Length G Along Barrel C of Skewed Lintel Beam		
	15° Skew	30° Skew	45° Skew
6	1'-4 ¹ / ₁₆ "	2'-3 ¹ / ₁₆ "	3'-8 ¹ / ₁₆ "
8	1'-8 ³ / ₁₆ "	2'-10 ³ / ₁₆ "	4'-8 ¹ / ₁₆ "
10	1'-11 ³ / ₁₆ "	3'-5 ⁵ / ₁₆ "	5'-8 ¹ / ₁₆ "
12	2'-2 ¹ / ₁₆ "	4'-0 ¹ / ₂ "	6'-8 ¹ / ₁₆ "

Span S (FT)	Lintel Beam Reinforcement			
	Bottom Reinforcement		Rebar Option	
	A1 (IN ² /FT)	A2 (IN ² /FT)	A1	A2
6	0.28	0.55	#5 @ 12"	#5 @ 6"
8	0.38	0.76	#6 @ 12"	#6 @ 6"
10	0.50	1.00	#7 @ 12"	#7 @ 6"
12	0.65	1.30	#8 @ 12"	#8 @ 6"

Span S (FT)	Skewed Parapet Reinforcement			
	15° Skew	30° Skew	45° Skew	
6	2 - #5	2 - #6	2 - #6	
8	2 - #6	2 - #6	2 - #7	
10	2 - #7	2 - #7	2 - #8	
12	2 - #7	2 - #8	3 - #8	

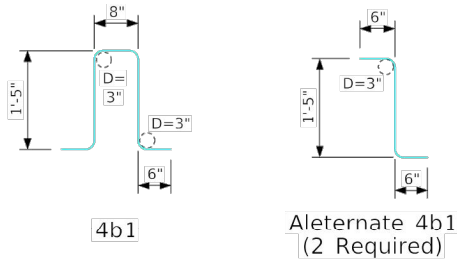


Section C-C
(Tongue Option Shown)

Notes:

- Precast lintel beams shall be constructed in accordance with precast barrel and end section details and notes, except as modified below:
- Reinforcing for precast lintels and parapets shall be either welded wire reinforcing (WWR) meeting the requirements of AASHTO LRFD Section 5 or reinforcing bars meeting the requirements of ASTM A615 (60 KSI). Wire spacing for WWR shall not exceed 4 inches for primary steel and 8 inches for distribution steel.
- Place #8 dowel, 1'-0" long into 2 inch dia. hole in the top of the wall section and 3 inch dia. hole in the lintel beam. Fill holes with grout.
- Cast additional 3 inch holes to maintain a 4 foot maximum hole spacing.
- Check the location to determine whether a tongue or a groove is used. Tongue and groove to terminate at culvert radius.
- See "Skewed Parapet Reinforcement" table.
- Areas shown are for welded wire fabric. If rebar is used, #4 at a max. of 11 inch spacing should be used.

Bent Bar Details



Note: All dimensions are out to out. D = pin diameter.

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Standard Design

Single Precast Reinforced
Concrete Box Culverts

December, 2020

Type 3 Lintel
Beam Details

PES 9-20-T3

For Skews 0° to 45°; 6' - 12' Spans

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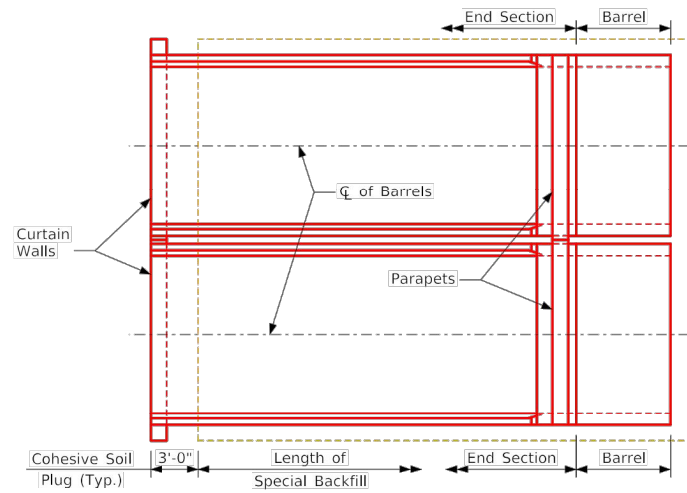
BOX CULVERT DETAILS

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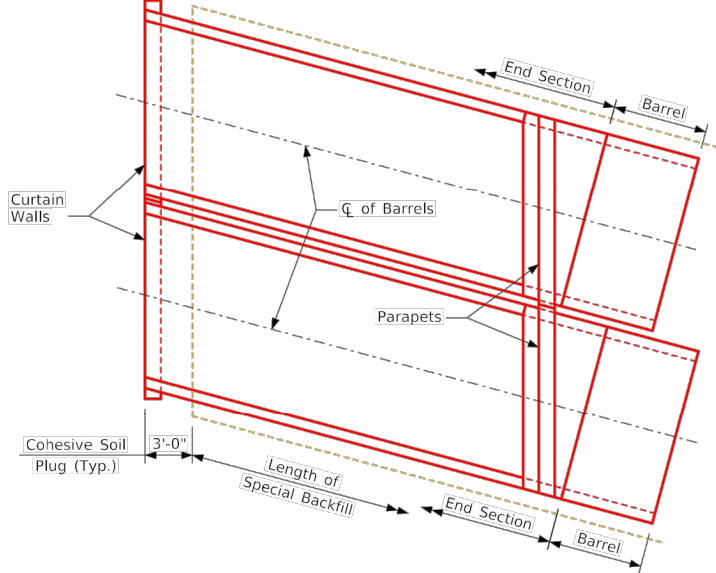
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Revised 01-2021: Added foam concrete and lean concrete to flowable mortar option. Changed porous backfill and flowable mortar option distance from end of apron to 3'-0" (was 8").
Revised 07-2021: Corrected typos.
ENGLISHPRECASTCULVERTS.DGN - 1082P - THIS SHEET ISSUED 02-13.



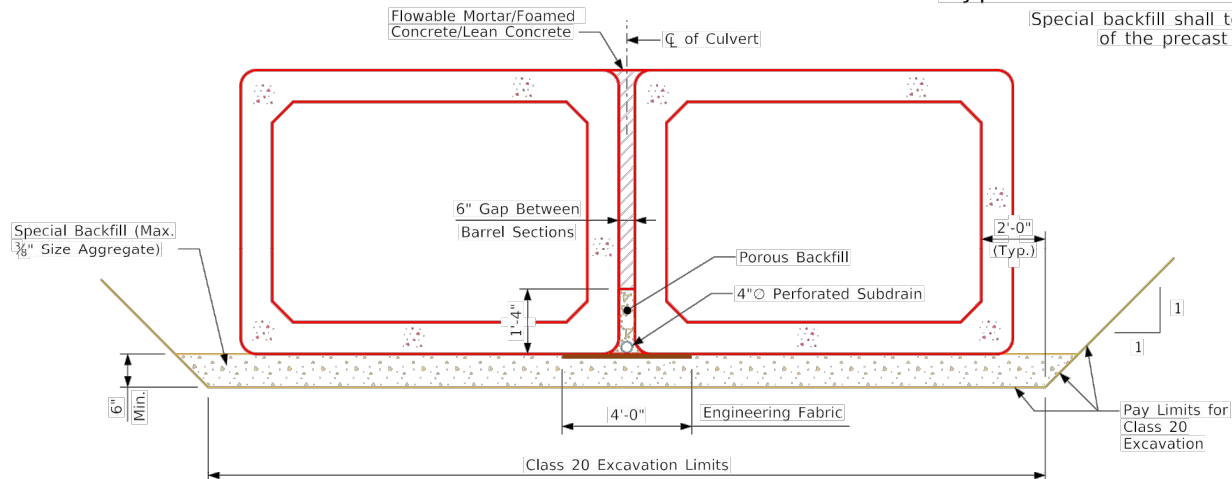
Typical Plan View - 0° Skew Example

Special backfill shall terminate 3'-0" short of the precast curtain wall.



Typical Plan View - Skewed Example

Special backfill shall terminate 3'-0" short of the precast curtain wall.

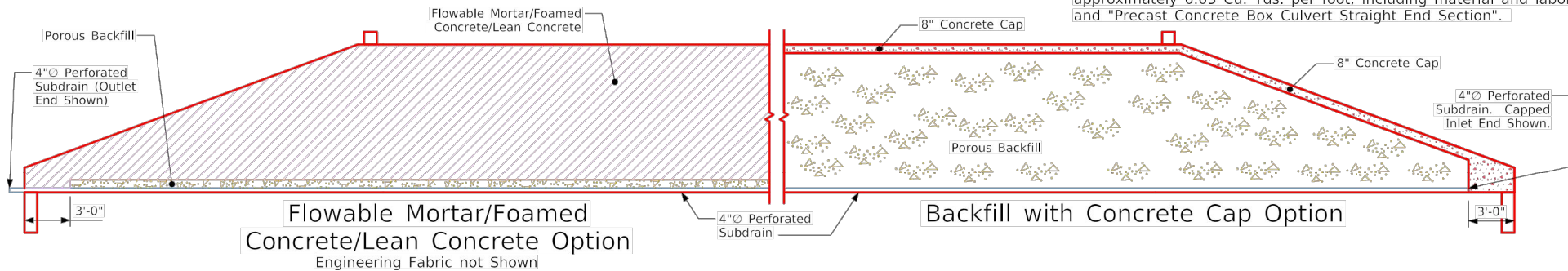


Special Backfill Bedding Details / Flowable Mortar Option

Barrel section displayed. End section details not shown.

The porous backfill shall be placed between the precast barrel walls as shown on the special backfill bedding detail. Porous backfill shall also be placed between the end sections up to 1'-4" from the bottom of the end sections and 3'-0" short of the end of the apron of the end section. The porous backfill shall be in accordance with Section 4131, of the Standard Specifications.

Flowable mortar shall be placed on top of the porous backfill between the precast culverts to the top of the barrel slabs, the top of the end section walls, and to a 3'-0" depth at the ends of the apron end sections.



Flowable Mortar/Foamed Concrete/Lean Concrete Option

Engineering Fabric not Shown

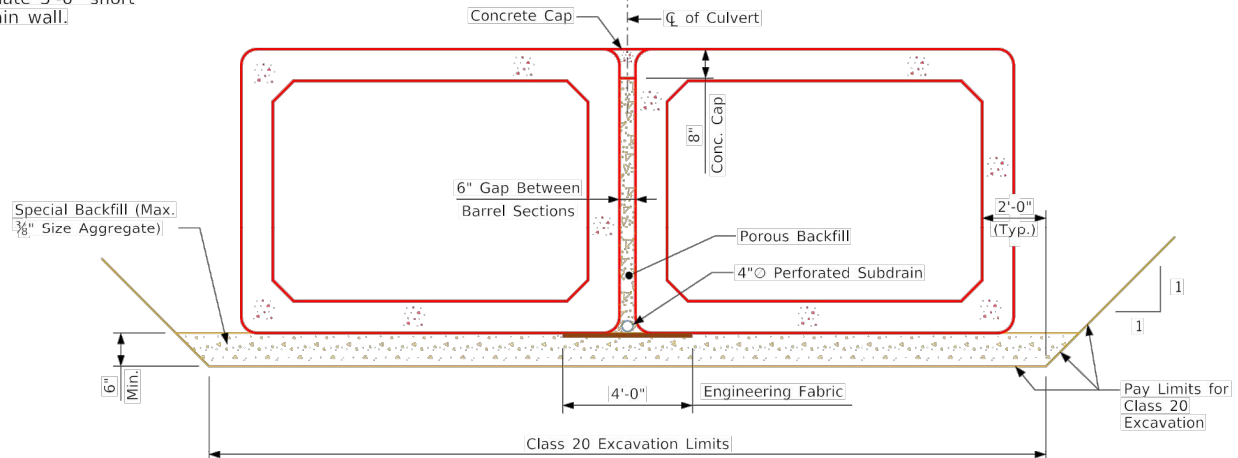
Backfill with Concrete Cap Option

Side-by-Side Precast Culvert Notes:

1. Double welded pipe or double eye bolt type ties are required for the barrel wall adjacent to the first precast culvert structure placed at the site to allow the ties to be tightened from the inside of the barrel wall.
2. The Type 1 parapets length shall be increased so the adjoining ends will abut against each other at the centerline of culvert for side-by-side precast culvert structures.
3. The Type 3 lintel beams and parapets length shall be increased so the adjoining ends will abut against each other at the centerline of culvert for side-by-side precast culvert structures.
4. The curtain walls length shall be shortened so the adjoining ends will abut against each other at the centerline of culvert for side-by-side precast culvert structures.
5. Engineering fabric shall be in accordance with Article 4196.01, B, 3 of the Standard Specifications. A 4'-0" wide strip of engineering fabric shall be placed on top of the special backfill bedding material and the cohesive soil. Engineering fabric shall be placed the full length of the precast culvert. The engineering fabric shall be centered over the centerline of culvert and pinned or otherwise secured in place before the precast culverts are placed. All costs including material and labor associated with providing the engineering fabric and installing it as required shall be included in the bid items "Precast Concrete Box Culvert" and "Precast Concrete Box Culvert Straight End Section".
6. The 4 inch diameter perforated subdrain shall terminate and be capped at the upstream end 3'-0" short of the end of the apron of the end section. The subdrain shall outlet downstream at the end of the apron of the end section. The subdrain shall be surrounded by porous backfill in accordance with Section 4131 of the Standard Specifications. No compaction of the porous backfill is required. All costs including material and labor associated with providing the 4 inch diameter perforated subdrain and installing it as required shall be included in the bid items "Precast Concrete Box Culvert" and "Precast Concrete Box Culvert Straight End Section".

Flowable Mortar/Foamed Concrete/Lean Concrete Option Notes:

- At the Contractor's option, the porous backfill and concrete cap may be replaced with flowable mortar backfill as shown in the flowable mortar option details.
- The flowable mortar including material and labor is included in the bid items "Precast Concrete Box Culvert" and "Precast Concrete Box Culvert Straight End Section".



Special Backfill Bedding Details / Concrete Cap Option

Barrel section displayed. End section details not shown.

Porous backfill shall be placed between the precast barrel walls up to 8 inches from the top of the barrel slabs. Porous backfill shall also be placed between the end sections up to 8 inches from the top of the walls and 3'-0" short of the end of the apron of the end section. The porous backfill shall be in accordance with Section 4131, of the Standard Specifications.

A concrete cap shall be placed on top of the porous backfill between the precast culverts for a depth of 8 inches from the top of the barrel slabs, the top of the end section walls, and to a 3'-0" depth at the ends of the apron of the end sections. The concrete shall be Class C concrete in accordance with Section 2403, of the Standard Specifications. The concrete cap, approximately 0.03 Cu. Yds. per foot, including material and labor is included in the bid items "Precast Concrete Box Culvert" and "Precast Concrete Box Culvert Straight End Section".

Bedding and Gap Backfill Details

DESIGN TEAM			Side-by-Side Precast Culvert Details		Standard Sheet 1082P		COUNTY	PROJECT NUMBER	SHEET NUMBER
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ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
1	2010-108-A-0	<u>CLEARING AND GRUBBING</u> A. THIS ITEM INCLUDES THE REMOVAL OF ALL TREES, STUMPS, AND ROOTS AS SHOWN ON THE PLANS FOR INDIVIDUAL TREES FOR PROPER INSTALLATION OF PROPOSED ITEMS. ADDITIONAL TREES OR STUMPS THAT NEED TO BE REMOVED WILL REQUIRE PERMISSION FROM THE ENGINEER PRIOR TO COMPLETION OF THE WORK. PROTECT ALL TREES NOT SHOWN FOR REMOVAL. ALL TREE REMOVALS SHALL BE COMPLETED BETWEEN OCTOBER 1ST THROUGH MARCH 31ST.
2	2010-108-B-0	<u>CLEARING AND GRUBBING</u> A. THIS ITEM INCLUDES THE REMOVAL OF ALL TREES, STUMPS, AND ROOTS WITHIN THE AREA SHOWN ON THE PLANS AND CONSTRUCTION LIMITS FOR PROPER INSTALLATION OF PROPOSED ITEMS. ADDITIONAL TREES OR STUMPS THAT NEED TO BE REMOVED WILL REQUIRE PERMISSION FROM THE ENGINEER PRIOR TO COMPLETION OF THE WORK. PROTECT ALL TREES NOT SHOWN FOR REMOVAL. ALL TREE REMOVALS SHALL BE COMPLETED BETWEEN OCTOBER 1ST THROUGH MARCH 31ST.
3	2010-108-D-1	<u>TOPSOIL, ON-SITE</u> A. CONTRACTOR SHALL BE RESPONSIBLE FOR STRIPPING, SALVAGING, STORING AND RESPREADING EXISTING TOPSOIL ON SITE. RESPREAD TOPSOIL SHALL BE TO A MINIMUM DEPTH OF 6 INCHES OVER ALL DISTURBED AREAS.
4	2010-108-E-0	<u>EXCAVATION, CLASS 13</u> A. 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 IF ANY), AND HAULING AND PLACEMENT OF BORROW MATERIAL IN ACCORDANCE WITH THE SPECIFICATIONS AND THESE PLANS. ITEM SHALL NOT 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. THE FINISHED GRADE SHALL BE OF UNIFORM CROSS-SECTION AND APPROVED BY THE ENGINEER PRIOR TO PLACEMENT OF THE MODIFIED SUBBASE. CONTRACTOR SHALL NOTIFY CITY OF ANY DISPUTE WITH EXCAVATION PLAN QUANTITY PRIOR TO CONSTRUCTION, OTHERWISE PLAN QUANTITY WILL BE USED FOR PAYMENT. PAYMENT SHALL BE PLAN QUANTITY. B. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TESTING REQUIREMENTS INCLUDING DENSITY. CUT = 325,095 CY, FILL + 30% = 329,515 CY, NET = 4,420 FILL C. COMPACTION TESTING FREQUENCY SHALL BE 1 TEST PER EVERY 3,000 CY PER LIFT FOR ALL AREAS OUTSIDE OF THE ROW. ALL AREAS INSIDE THE ROW SHALL FOLLOW SUDAS SECTION 2010.309.C.2.B.1.
5	2010-108-G-0	<u>SUBGRADE PREPARATION, 12 INCH</u> A. CONTRACTOR SHALL CUT SUBGRADE TO TOP OF SUBGRADE AND BOTTOM OF ROCK AND PROOF ROLL SUBGRADE. IF PROOF ROLL PASSES THEN SUBGRADE PREPARATION ITEM SHALL NOT BE UTILIZED. IF PROOF ROLL FAILS THEN SUBGRADE PREPARATION OF FAILED SUBGRADE AREA SHALL BE UTILIZED. BID QUANTITY IS BASED ON THE AREA OF 12 INCH SUBGRADE PREPARATION, COMPLETED IN 2 - 6" LIFTS, EXTENDING 2 FOOT BEYOND THE PAVEMENT EDGE. BOTH LIFTS SHALL BE COMPACTED AND PROOF ROLLED TO SATISFACTION OF ENGINEER. THE TOP LIFT SHALL BE LEVELED AND SMOOTHED WITH A STEEL DRUM ROLLER AND PROOF ROLLED PRIOR TO STARTING SUBBASE PLACEMENT. NO PAYMENT FOR INITIAL PROOF ROLL SHALL BE INCLUDED IN THIS PROJECT. INITIAL PROOF ROLL SHALL BE INCIDENTAL TO EXCAVATION
6	2010-108-H-0	<u>SUBGRADE TREATMENT, FLYASH, 18 INCHES</u> A. THIS ITEM SHALL BE UTILIZED FOR THE FLYASH SUBGRADE TREATMENT FOR THE COMPOST STOCKPILE AREA. IT SHALL INCLUDE FURNISHING, PLACING AND INCORPORATING THE SUBGRADE TREATMENT MATERIAL FLY ASH, AND SUBGRADE COMPACTION. FOR BIDDING PURPOSES FLY ASH SHALL BE ASSUMED TO BE APPLIED AT A RATE OF 8% OF DRY WEIGHT FOR DEPTH OF FLYASH TREATMENT
7	2010-108-H-0	<u>SUBGRADE TREATMENT, TRIAX GEO-GRID</u> A. THIS PAY ITEM SHALL BE FOR THE FURNISHING AND INSTALLATION OF THE GEOGRID USED IN THE ROADWAY CONSTRUCTION. THIS ITEM SHALL COVER ALL MATERIAL, LABOR AND COSTS ASSOCIATED WITH INSTALLATION OF THE GEOGRID. GEOGRID SHALL BE TRIAX TX160 GEOGRID OR APPROVED EQUAL.
8	2010-108-J-0	<u>SUBBASE, MODIFIED, 4 INCH</u> A. MODIFIED SUBBASE TO BE INSTALLED WHERE NOTED IN THE TYPICAL SECTIONS, INCLUDING THE AREAS UNDER PCC PAVEMENT, HMA PAVEMENT AND EXTEND 1' BEYOND THE SIDEWALK EDGE. B. CONTACTOR SHALL BE RESPONSIBLE FOR ALL TESTING PER SUDAS 2010.309 INCLUDING DENSITY AND MOISTURE TESTING.
9	2010-108-J-0	<u>SUBBASE, MODIFIED, 8 INCH</u> A. MODIFIED SUBBASE TO BE INSTALLED WHERE NOTED IN THE TYPICAL SECTIONS, INCLUDING THE AREAS UNDER PCC PAVEMENT, HMA PAVEMENT AND EXTEND 2' BEYOND THE BACK OF CURB. B. CONTACTOR SHALL BE RESPONSIBLE FOR ALL TESTING PER SUDAS 2010.309 INCLUDING DENSITY AND MOISTURE TESTING.
10	2010-108-M-1	<u>COMPACTION TESTING</u> A. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COMPACTION TESTING FOR THE PROJECT INCLUDING EXCAVATION, SUBGRADE PREP AND SUBBASE MATERIAL PERFORMED BY AN INDEPENDENT TESTING LABORATORY. B. CONTRACTOR SHALL COMPLETE COMPACTION TESTING PER SUDAS. C. THE CONTRACTOR WILL BE RESPONSIBLE FOR PAYMENTS ASSOCIATED WITH ALL RETESTING RESULTING FROM FAILURE OF INITIAL TESTS.
11	2010-108-X-X	<u>EXPLORATORY EXCAVATION</u> A. THIS ITEM IS FOR THE INVESTIGATION OF LOCATIONS AND ELEVATIONS OF AN EXISTING UTILITY TO VERIFY THE POTENTIAL FOR CONFLICTS AND/OR CONNECTIONS. CONTRACTOR HAS THE OPTION TO USE OPEN EXCAVATION OR VACUUM TYPE EQUIPMENT TO PERFORM THE EXCAVATION DEPENDING UPON SITE CONDITIONS. PAYMENT INCLUDES THE PROPER BACKFILLING OF THE EXCAVATION AND THE ENGINEER OR THEIR REPRESENTATIVE MUST VERIFY THE CONDITIONS FOUND. QUANTITY IS ESTIMATED TO ESTABLISH A UNIT PRICE, ONLY QUANTITY APPROVED BY ENGINEER PRIOR TO WORK WILL BE PAID.

12	3010-108-C-0	<u>TRENCH FOUNDATION</u> A. AT THE DISCRETION OF THE ENGINEER THIS ITEM IS TO INCORPORATE TRENCH FOUNDATION WHERE UNSUITABLE MATERIALS ARE FOUND BELOW THE PIPE BEDDING DURING CONSTRUCTION. QUANTITY IS ESTIMATED TO ESTABLISH A UNIT PRICE. THE ACTUAL TRENCH FOUNDATION QUANTITY USED WILL BE PAID. ENGINEER SHALL APPROVE ALL TRENCH FOUNDATION LOCATIONS PRIOR TO CONTRACTOR PERFORMING THIS WORK. B. THIS ITEM INCLUDES REMOVAL AND DISPOSAL OF OVER-EXCAVATED MATERIAL REQUIRED TO STABILIZE TRENCH FOUNDATION; AND FURNISHING, HAULING, AND PLACING STABILIZATION MATERIAL.
13	3010-108-D-0	<u>REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL</u> A. THIS ITEM WILL BE CUBIC YARD AND USED TO REMOVE AND REPLACE UNSUITABLE MATERIAL DURING STANDARD TRENCH EXCAVATION. PRIOR APPROVAL OF THE ENGINEER OR REPRESENTATIVE WILL BE REQUIRED. QUANTITY IS ESTIMATED TO ESTABLISH A UNIT PRICE, ONLY QUANTITY APPROVED WILL BE PAID.
14	3010-108-F-0	<u>TRENCH COMPACTION TESTING</u> A. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL TESTING REQUIREMENTS INCLUDING DENSITY AND MOISTURE PER SUDAS
15	4010-108-A-1	<u>SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 12 INCH</u> A. PIPE BEDDING SHALL BE TYPE F-3, MODIFIED TO REQUIRE ONLY 6" ABOVE THE TOP OF THE PIPE. THIS ITEM INCLUDES TRENCH EXCAVATION, DEWATERING, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, WYES AND OTHER FITTINGS, PIPE JOINTS, PIPE CONNECTIONS, TESTING, AND INSPECTION. CONTRACTOR SHALL FOLLOW TESTING AND REPORTING REQUIREMENTS IN SUPPLEMENTAL SPECIFICATIONS. CONTRACTOR SHALL PLUG SEWER AT THE END OF EACH WORKING DAY. DAMAGES RESULTING FROM THE CONTRACTOR'S INABILITY TO KEEP GROUND AND STORM WATER OUT OF THE SANITARY SYSTEM SHALL BE CHARGED TO THE CONTRACTOR.
16	4010-108-E-0	<u>SANITARY SEWER SERVICE STUB, PVC, 8 INCH</u> A. PIPE BEDDING SHALL BE TYPE F-3, MODIFIED TO REQUIRE ONLY 6" ABOVE THE TOP OF THE PIPE. THIS ITEM INCLUDES TRENCH EXCAVATION, DEWATERING, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, WYES AND OTHER FITTINGS, PIPE JOINTS, PIPE CONNECTIONS, TESTING, AND INSPECTION. CONTRACTOR SHALL FOLLOW TESTING AND REPORTING REQUIREMENTS IN SUPPLEMENTAL SPECIFICATIONS. CONTRACTOR SHALL PLUG SEWER AT THE END OF EACH WORKING DAY. DAMAGES RESULTING FROM THE CONTRACTOR'S INABILITY TO KEEP GROUND AND STORM WATER OUT OF THE SANITARY SYSTEM SHALL BE CHARGED TO THE CONTRACTOR. B. END OF SERVICE SHALL BE MARKED WITH A 8' - 4X4 PAINTED GREEN EXTENDING 3' ABOVE PROPOSED GRADE.
17	4020-108-A-1	<u>STORM SEWER, TRENCHED, RCP, 12 INCH</u> A. BEDDING CLASS SHALL BE R-2 FOR ALL RCP PIPES. TYPE OF PIPE ALLOWED SHALL BE RCP. THIS ITEM SHALL INCLUDE TRENCH EXCAVATION, DEWATERING, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, WYES AND OTHER FITTINGS, PIPE JOINTS, PIPE CONNECTIONS, TESTING, AND INSPECTION. THE LENGTH OF ELBOWS AND TEES OF THE PIPES INSTALLED WILL BE INCLUDED IN THE LENGTH OF PIPE MEASURED. THE JOINTS WILL BE WRAPPED WITH ENGINEERING FABRIC AND IN ADDITION WHEN CROSSING WATERMAINS ONE FULL LENGTH OF RCP WITH FLEXIBLE O-RING GASKETED JOINTS WILL BE REQUIRED SO BOTH JOINTS ARE AS FAR AS POSSIBLE FROM THE WATERMAIN.
18	4020-108-A-1	<u>STORM SEWER, TRENCHED, RCP, 15 INCH</u> A. BEDDING CLASS SHALL BE R-2 FOR ALL RCP PIPES. TYPE OF PIPE ALLOWED SHALL BE RCP, CLASS III. THIS ITEM SHALL INCLUDE TRENCH EXCAVATION, DEWATERING, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, JOINT WRAPPING, WYES AND OTHER FITTINGS, PIPE JOINTS, PIPE CONNECTIONS, TESTING, AND INSPECTION. THE LENGTH OF ELBOWS AND TEES OF THE PIPES INSTALLED WILL BE INCLUDED IN THE LENGTH OF PIPE MEASURED. B. THE JOINTS WILL BE WRAPPED WITH ENGINEERING FABRIC AND IN ADDITION WHEN CROSSING WATERMAINS ONE FULL LENGTH OF RCP WITH FLEXIBLE O-RING GASKETED JOINTS WILL BE REQUIRED SO BOTH JOINTS ARE AS FAR AS POSSIBLE FROM THE WATERMAIN.
19	4020-108-A-1	<u>STORM SEWER, TRENCHED, RCP, 18 INCH</u> A. BEDDING CLASS SHALL BE R-2 FOR ALL RCP PIPES. TYPE OF PIPE ALLOWED SHALL BE RCP, CLASS III. THIS ITEM SHALL INCLUDE TRENCH EXCAVATION, DEWATERING, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, JOINT WRAPPING, WYES AND OTHER FITTINGS, PIPE JOINTS, PIPE CONNECTIONS, TESTING, AND INSPECTION. THE LENGTH OF ELBOWS AND TEES OF THE PIPES INSTALLED WILL BE INCLUDED IN THE LENGTH OF PIPE MEASURED. B. THE JOINTS WILL BE WRAPPED WITH ENGINEERING FABRIC AND IN ADDITION WHEN CROSSING WATERMAINS ONE FULL LENGTH OF RCP WITH FLEXIBLE O-RING GASKETED JOINTS WILL BE REQUIRED SO BOTH JOINTS ARE AS FAR AS POSSIBLE FROM THE WATERMAIN.
20	4020-108-A-1	<u>STORM SEWER, TRENCHED, ARCP, 22 INCH BY 13 INCH ARCH</u> A. BEDDING CLASS SHALL BE R-5 FOR ALL ARCH RCP PIPES. THIS ITEM SHALL INCLUDE TRENCH EXCAVATION, DEWATERING, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, JOINT WRAPPING, WYES AND OTHER FITTINGS, PIPE JOINTS, PIPE CONNECTIONS, TESTING, AND INSPECTION. THE LENGTH OF ELBOWS AND TEES OF THE PIPES INSTALLED WILL BE INCLUDED IN THE LENGTH OF PIPE MEASURED. B. THE JOINTS WILL BE WRAPPED WITH ENGINEERING FABRIC AND IN ADDITION WHEN CROSSING WATERMAINS ONE FULL LENGTH OF RCP WITH FLEXIBLE O-RING GASKETED JOINTS WILL BE REQUIRED SO BOTH JOINTS ARE AS FAR AS POSSIBLE FROM THE WATERMAIN.
21	4020-108-A-1	<u>STORM SEWER, TRENCHED, ARCP, 28 INCH BY 18 INCH ARCH</u> A. BEDDING CLASS SHALL BE R-5 FOR ALL ARCH RCP PIPES. THIS ITEM SHALL INCLUDE TRENCH EXCAVATION, DEWATERING, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, JOINT WRAPPING, WYES AND OTHER FITTINGS, PIPE JOINTS, PIPE CONNECTIONS, TESTING, AND INSPECTION. THE LENGTH OF ELBOWS AND TEES OF THE PIPES INSTALLED WILL BE INCLUDED IN THE LENGTH OF PIPE MEASURED. B. THE JOINTS WILL BE WRAPPED WITH ENGINEERING FABRIC AND IN ADDITION WHEN CROSSING WATERMAINS ONE FULL LENGTH OF RCP WITH FLEXIBLE O-RING GASKETED JOINTS WILL BE REQUIRED SO BOTH JOINTS ARE AS FAR AS POSSIBLE FROM THE WATERMAIN.
22	4020-108-A-1	<u>STORM SEWER, TRENCHED, ARCP, 36 INCH BY 22 INCH ARCH</u> A. BEDDING CLASS SHALL BE R-5 FOR ALL ARCH RCP PIPES. THIS ITEM SHALL INCLUDE TRENCH EXCAVATION, DEWATERING, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, JOINT WRAPPING, WYES AND OTHER FITTINGS, PIPE JOINTS, PIPE CONNECTIONS, TESTING, AND INSPECTION. THE LENGTH OF ELBOWS AND TEES OF THE PIPES INSTALLED WILL BE INCLUDED IN THE LENGTH OF PIPE MEASURED. B. THE JOINTS WILL BE WRAPPED WITH ENGINEERING FABRIC AND IN ADDITION WHEN CROSSING WATERMAINS ONE FULL LENGTH OF RCP WITH FLEXIBLE O-RING GASKETED JOINTS WILL BE REQUIRED SO BOTH JOINTS ARE AS FAR AS POSSIBLE FROM THE WATERMAIN.

DIV. 1 - RISE PROJECT NO: RM-4797(626)--90-64 DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA) PROJECT NO: 05-79-05973 DIV. 3 - MARSHALLTOWN WATER WORKS			1519 BALTIMORE DRIVE AMES, IOWA 50010 Phone: (515) 233-6100 Email: Ames@bolton-menk.com www.bolton-menk.com	<table><tr><td>DESIGNED</td><td>REV</td><td>DESCRIPTION</td><td>DATE</td></tr><tr><td>TLB</td><td></td><td></td><td></td></tr><tr><td>TLB</td><td></td><td></td><td></td></tr><tr><td>CHECKED</td><td></td><td></td><td></td></tr><tr><td>GAB</td><td></td><td></td><td></td></tr><tr><td>CLIENT PROJ. NO.</td><td></td><td></td><td></td></tr><tr><td>A13.119531</td><td></td><td></td><td></td></tr></table>	DESIGNED	REV	DESCRIPTION	DATE	TLB				TLB				CHECKED				GAB				CLIENT PROJ. NO.				A13.119531				CITY OF MARSHALLTOWN, IOWA EDGEWOOD EXTENSION ESTIMATE REFERENCE NOTES	SHEET C.02
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23	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 12 INCH A. REFER TO R SHEETS FOR LOCATIONS. EXISTING PIPE TRENCH SHALL BE FILLED WITH SUITABLE BACKFILL MATERIAL AND SHALL BE INCIDENTAL TO PIPE REMOVAL.	26	4030-108-X-1	6'X3' BOX CULVERT END SECTION A. ITEM INCLUDES ALL EXCAVATION, BEDDING, BACKFILL, COMPACTION, CONCRETE, REINFORCING STEEL AND ALL APPURTENANCES NECESSARY FOR PROPER INSTALLATION. FOR EACH PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION INSTALLED THE CONTRACTOR WILL BE PAID THE CONTRACT PRICE PER EACH. THE PAYMENT SHALL BE FULL COMPENSATION FOR FURNISHING ALL MATERIAL (INCLUDING LINTEL BEAMS AND CURTAIN WALLS), LABOR AND EQUIPMENT NECESSARY TO COMPLETE THE WORK EXCEPT FOR BID ITEMS "PRECAST CONCRETE BOX CULVERT", B. REFER TO B SHEETS FOR DETAILS AND M SHEETS FOR SITUATION PLAN C. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND CALCULATIONS (SEALED BY A PROFESSIONAL ENGINEER LICENSED IN IOWA) FOR ENGINEER'S REVIEW. ALLOW AT LEAST 30 DAYS IN CONSTRUCTION SCHEDULE FOR ENGINEER'S REVIEW. D. A MINIMUM OF 6 INCHES OF SPECIAL BACKFILL WITH A MAXIMUM AGGREGATE SIZE OF 3/8 INCH SHALL BE USED AS BEDDING FOR THE PRECAST BOX CULVERT. THE BEDDING SHALL BE SHAPED TO A FLAT BASE USING A TEMPLATE. THE PRECAST BOX CULVERT AND EXTENSION SHALL BE BUILT TO THE DIMENSIONS AND SPECIFICATIONS SHOWN IN THESE PLANS .THE CONTRACTOR SHALL SUBMIT DETAILS (I.E. SHOP DRAWINGS) OF THE PROPOSED PRECAST CONCRETE BOX SECTIONS FOR THIS PROJECT. THE DETAILS SHALL INCLUDE THE FOLLOWING INFORMATION AS FOUND ON STANDARD SHEET 1089P: A. A SITUATION PLAN DRAWING SHOWING THE BACK TO BACK PARAPET DIMENSION FOR THE LINE OF THE CULVERT SECTIONS. B. DIMENSION THE NUMBER OF PRECAST SECTIONS AND SECTION LENGTHS. C. A DETAIL OF THE PRECAST BARREL SECTIONS SHOWING A CROSS SECTION VIEW OF THE SECTION, STEEL LOCATIONS, DIMENSIONS, ETC. D. A DETAIL OF THE PRECAST CONCRETE CULVERT END SECTION SHOWING A CROSS SECTION VIEW OF THE SECTIONS, STEEL LOCATIONS, DIMENSIONS, ETC. SIMILAR TO THE END SECTION DETAILS SHOWN IN THE IOWA D.O.T. STANDARDS. THE CONTRACTOR SHALL PROVIDE ALL INFORMATION SHOWN ON STANDARD SHEET 1089 P E. PRECAST CONCRETE BOX CULVERT SECTIONS SHALL BE LAID WITH THE GROOVE END OF EACH SECTION UP-GRADE, AND THE SECTIONS SHALL BE TIGHTLY JOINED. CONCRETE TIES TO BE USED ONLY TO HOLD BOX SECTIONS TOGETHER, NOT FOR PULLING SECTIONS TIGHT. JOINT OPENINGS BETWEEN SECTIONS SHOULD BE AS TIGHT AS PRACTICABLE AND LIMITED TO A MAXIMUM OF 3/4 INCH OPENINGS. THE JOINT ON THE BOTTOM OF THE CULVERT SHALL BE SEALED WITH A FLEXIBLE WATER TIGHT 1 INCH BUTYL ROPE GASKET AS PER IOWA DOT MATERIALS I.M. 491.09. BUTYL ROPE GASKET SHALL BE INSTALLED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE MANUFACTURER AND SHALL EXTEND VERTICALLY 6 INCHES ABOVE THE BOTTOM FILLET. ALL JOINTS SHALL BE TRIMMED CLEAN ON THE INSIDE AFTER SEALING. F. THE CONTRACTOR SHALL PLACE A 2'-0" WIDE PIECE OF ENGINEERING FABRIC AROUND THE TOP AND SIDES OF EACH PRECAST JOINT. THE FABRIC SHALL BE CENTERED WITH 1 '-0" ON EACH SIDE OF THE JOINT, THE FABRIC SHALL BE ATTACHED TO THE WALLS AND TOP OF EACH SECTION TO PREVENT THE FABRIC FROM SLIPPING OFF THE JOINT DURING BACKFILLING OPERATIONS. ATTACHMENT METHODS SHALL BE APPROVED BY THE ENGINEER. ALL COSTS INCLUDING MATERIAL AND LABOR ASSOCIATED WITH PROVIDING THE ENGINEERING FABRIC AND INSTALLING IT AS REQUIRED SHALL BE INCLUDED IN THE BID ITEMS "PRECAST CONCRETE BOX CULVERT" AND "PRECAST BOX CULVERT END SECTION". THE ENGINEERING FABRIC SHALL BE IN ACCORDANCE WITH IOWA DOT ARTICLE 4196.01, B, 3, OF THE STANDARD SPECIFICATIONS. G. DURING BACKFILLING THE COMPACTION ADJACENT TO THE BOTTOM CORNER RADII OR CHAMFER SHALL BE ACCOMPLISHED WITH A MECHANICAL HAND COMPACTOR. THE CONTRACTOR SHALL FURNISH AND INSTALL LIFTING HOLE PLUGS FOR EACH SECTION. LIFTING HOLES SHALL BE PLUGGED WITH A PRECAST CONCRETE PLUG OR PLASTIC PLUG APPROVED BY THE ENGINEER, SEALED AND COVERED WITH A 2'-0" X 2'-0" PIECE OF ENGINEERING FABRIC CENTERED OVER THE HOLE AND ATTACHED TO THE SECTION TO PREVENT THE FABRIC FROM SLIPPING.
24	4030-108-X-1	6'X3' BOX CULVERT A. ITEM INCLUDES ALL EXCAVATION, BEDDING, BACKFILL, COMPACTION, CONCRETE, REINFORCING STEEL AND ALL APPURTENANCES NECESSARY FOR PROPER INSTALLATION. B. REFER TO B SHEETS FOR DETAILS AND M SHEETS FOR SITUATION PLAN C. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND CALCULATIONS (SEALED BY A PROFESSIONAL ENGINEER LICENSED IN IOWA) FOR ENGINEER'S REVIEW. ALLOW AT LEAST 30 DAYS IN CONSTRUCTION SCHEDULE FOR ENGINEER'S REVIEW. D. A MINIMUM OF 6 INCHES OF SPECIAL BACKFILL WITH A MAXIMUM AGGREGATE SIZE OF 3/8 INCH SHALL BE USED AS BEDDING FOR THE PRECAST BOX CULVERT. THE BEDDING SHALL BE SHAPED TO A FLAT BASE USING A TEMPLATE. THE PRECAST BOX CULVERT AND EXTENSION SHALL BE BUILT TO THE DIMENSIONS AND SPECIFICATIONS SHOWN IN THESE PLANS .THE CONTRACTOR SHALL SUBMIT DETAILS (I.E. SHOP DRAWINGS) OF THE PROPOSED PRECAST CONCRETE BOX SECTIONS FOR THIS PROJECT. THE DETAILS SHALL INCLUDE THE FOLLOWING INFORMATION AS FOUND ON STANDARD SHEET 1089P: A. 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THE ENGINEERING FABRIC SHALL BE IN ACCORDANCE WITH IOWA DOT ARTICLE 4196.01, B, 3, OF THE STANDARD SPECIFICATIONS. G. DURING BACKFILLING THE COMPACTION ADJACENT TO THE BOTTOM CORNER RADII OR CHAMFER SHALL BE ACCOMPLISHED WITH A MECHANICAL HAND COMPACTOR. THE CONTRACTOR SHALL FURNISH AND INSTALL LIFTING HOLE PLUGS FOR EACH SECTION. LIFTING HOLES SHALL BE PLUGGED WITH A PRECAST CONCRETE PLUG OR PLASTIC PLUG APPROVED BY THE ENGINEER, SEALED AND COVERED WITH A 2'-0" X 2'-0" PIECE OF ENGINEERING FABRIC CENTERED OVER THE HOLE AND ATTACHED TO THE SECTION TO PREVENT THE FABRIC FROM SLIPPING.	27	4030-108-X-1	10'X4' BOX CULVERT END SECTION A. ITEM INCLUDES ALL EXCAVATION, BEDDING, BACKFILL, COMPACTION, CONCRETE, REINFORCING STEEL AND ALL APPURTENANCES NECESSARY FOR PROPER INSTALLATION. FOR EACH PRECAST CONCRETE BOX CULVERT STRAIGHT END SECTION INSTALLED THE CONTRACTOR WILL BE PAID THE CONTRACT PRICE PER EACH. THE PAYMENT SHALL BE FULL COMPENSATION FOR FURNISHING ALL MATERIAL (INCLUDING LINTEL BEAMS AND CURTAIN WALLS), LABOR AND EQUIPMENT NECESSARY TO COMPLETE THE WORK EXCEPT FOR BID ITEMS "PRECAST CONCRETE BOX CULVERT", B. REFER TO B SHEETS FOR DETAILS AND M SHEETS FOR SITUATION PLAN C. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND CALCULATIONS (SEALED BY A PROFESSIONAL ENGINEER LICENSED IN IOWA) FOR ENGINEER'S REVIEW. ALLOW AT LEAST 30 DAYS IN CONSTRUCTION SCHEDULE FOR ENGINEER'S REVIEW. D. A MINIMUM OF 6 INCHES OF SPECIAL BACKFILL WITH A MAXIMUM AGGREGATE SIZE OF 3/8 INCH SHALL BE USED AS BEDDING FOR THE PRECAST BOX CULVERT. THE BEDDING SHALL BE SHAPED TO A FLAT BASE USING A TEMPLATE. THE PRECAST BOX CULVERT AND EXTENSION SHALL BE BUILT TO THE DIMENSIONS AND SPECIFICATIONS SHOWN IN THESE PLANS .THE CONTRACTOR SHALL SUBMIT DETAILS (I.E. SHOP DRAWINGS) OF THE PROPOSED PRECAST CONCRETE BOX SECTIONS FOR THIS PROJECT. THE DETAILS SHALL INCLUDE THE FOLLOWING INFORMATION AS FOUND ON STANDARD SHEET 1089P: A. A SITUATION PLAN DRAWING SHOWING THE BACK TO BACK PARAPET DIMENSION FOR THE LINE OF THE CULVERT SECTIONS. B. DIMENSION THE NUMBER OF PRECAST SECTIONS AND SECTION LENGTHS. C. A DETAIL OF THE PRECAST BARREL SECTIONS SHOWING A CROSS SECTION VIEW OF THE SECTION, STEEL LOCATIONS, DIMENSIONS, ETC. D. A DETAIL OF THE PRECAST CONCRETE CULVERT END SECTION SHOWING A CROSS SECTION VIEW OF THE SECTIONS, STEEL LOCATIONS, DIMENSIONS, ETC. SIMILAR TO THE END SECTION DETAILS SHOWN IN THE IOWA D.O.T. STANDARDS. THE CONTRACTOR SHALL PROVIDE ALL INFORMATION SHOWN ON STANDARD SHEET 1089 P E. PRECAST CONCRETE BOX CULVERT SECTIONS SHALL BE LAID WITH THE GROOVE END OF EACH SECTION UP-GRADE, AND THE SECTIONS SHALL BE TIGHTLY JOINED. CONCRETE TIES TO BE USED ONLY TO HOLD BOX SECTIONS TOGETHER, NOT FOR PULLING SECTIONS TIGHT. JOINT OPENINGS BETWEEN SECTIONS SHOULD BE AS TIGHT AS PRACTICABLE AND LIMITED TO A MAXIMUM OF 3/4 INCH OPENINGS. THE JOINT ON THE BOTTOM OF THE CULVERT SHALL BE SEALED WITH A FLEXIBLE WATER TIGHT 1 INCH BUTYL ROPE GASKET AS PER IOWA DOT MATERIALS I.M. 491.09. BUTYL ROPE GASKET SHALL BE INSTALLED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE MANUFACTURER AND SHALL EXTEND VERTICALLY 6 INCHES ABOVE THE BOTTOM FILLET. ALL JOINTS SHALL BE TRIMMED CLEAN ON THE INSIDE AFTER SEALING. F. THE CONTRACTOR SHALL PLACE A 2'-0" WIDE PIECE OF ENGINEERING FABRIC AROUND THE TOP AND SIDES OF EACH PRECAST JOINT. THE FABRIC SHALL BE CENTERED WITH 1 '-0" ON EACH SIDE OF THE JOINT, THE FABRIC SHALL BE ATTACHED TO THE WALLS AND TOP OF EACH SECTION TO PREVENT THE FABRIC FROM SLIPPING OFF THE JOINT DURING BACKFILLING OPERATIONS. ATTACHMENT METHODS SHALL BE APPROVED BY THE ENGINEER. ALL COSTS INCLUDING MATERIAL AND LABOR ASSOCIATED WITH PROVIDING THE ENGINEERING FABRIC AND INSTALLING IT AS REQUIRED SHALL BE INCLUDED IN THE BID ITEMS "PRECAST CONCRETE BOX CULVERT" AND "PRECAST BOX CULVERT END SECTION". THE ENGINEERING FABRIC SHALL BE IN ACCORDANCE WITH IOWA DOT ARTICLE 4196.01, B, 3, OF THE STANDARD SPECIFICATIONS. G. DURING BACKFILLING THE COMPACTION ADJACENT TO THE BOTTOM CORNER RADII OR CHAMFER SHALL BE ACCOMPLISHED WITH A MECHANICAL HAND COMPACTOR. THE CONTRACTOR SHALL FURNISH AND INSTALL LIFTING HOLE PLUGS FOR EACH SECTION. LIFTING HOLES SHALL BE PLUGGED WITH A PRECAST CONCRETE PLUG OR PLASTIC PLUG APPROVED BY THE ENGINEER, SEALED AND COVERED WITH A 2'-0" X 2'-0" PIECE OF ENGINEERING FABRIC CENTERED OVER THE HOLE AND ATTACHED TO THE SECTION TO PREVENT THE FABRIC FROM SLIPPING.
25	4030-108-X-1	10'X4' BOX CULVERT A. ITEM INCLUDES ALL EXCAVATION, BEDDING, BACKFILL, COMPACTION, CONCRETE, REINFORCING STEEL AND ALL APPURTENANCES NECESSARY FOR PROPER INSTALLATION. B. REFER TO B SHEETS FOR DETAILS AND M SHEETS FOR SITUATION PLAN C. CULVERT DESIGN NOTE: THE 6X3 BOX CULVERT REQUIRES SPECIAL DESIGN (BY CONTRACTOR/FABRICATOR) FOR THE FOLLOWING REASONS: - MIN. FILL HEIGHT LESS THAN 2 FT. - 2 - 15" STORM SEWER PROTRUSIONS INTO BOX. D. CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND CALCULATIONS (SEALED BY A PROFESSIONAL ENGINEER LICENSED IN IOWA) FOR ENGINEER'S REVIEW. ALLOW AT LEAST 30 DAYS IN CONSTRUCTION SCHEDULE FOR ENGINEER'S REVIEW. E. A MINIMUM OF 6 INCHES OF SPECIAL BACKFILL WITH A MAXIMUM AGGREGATE SIZE OF 3/8 INCH SHALL BE USED AS BEDDING FOR THE PRECAST BOX CULVERT. THE BEDDING SHALL BE SHAPED TO A FLAT BASE USING A TEMPLATE. THE PRECAST BOX CULVERT AND EXTENSION SHALL BE BUILT TO THE DIMENSIONS AND SPECIFICATIONS SHOWN IN THESE PLANS .THE CONTRACTOR SHALL SUBMIT DETAILS (I.E. SHOP DRAWINGS) OF THE PROPOSED PRECAST CONCRETE BOX SECTIONS FOR THIS PROJECT. THE DETAILS SHALL INCLUDE THE FOLLOWING INFORMATION AS FOUND ON STANDARD SHEET 1089P: A. A SITUATION PLAN DRAWING SHOWING THE BACK TO BACK PARAPET DIMENSION FOR THE LINE OF THE CULVERT SECTIONS. B. DIMENSION THE NUMBER OF PRECAST SECTIONS AND SECTION LENGTHS. C. A DETAIL OF THE PRECAST BARREL SECTIONS SHOWING A CROSS SECTION VIEW OF THE SECTION, STEEL LOCATIONS, DIMENSIONS, ETC. D. A DETAIL OF THE PRECAST CONCRETE CULVERT END SECTION SHOWING A CROSS SECTION VIEW OF THE SECTIONS, STEEL LOCATIONS, DIMENSIONS, ETC. SIMILAR TO THE END SECTION DETAILS SHOWN IN THE IOWA D.O.T. STANDARDS. THE CONTRACTOR SHALL PROVIDE ALL INFORMATION SHOWN ON STANDARD SHEET 1089 P F. PRECAST CONCRETE BOX CULVERT SECTIONS SHALL BE LAID WITH THE GROOVE END OF EACH SECTION UP-GRADE, AND THE SECTIONS SHALL BE TIGHTLY JOINED. CONCRETE TIES TO BE USED ONLY TO HOLD BOX SECTIONS TOGETHER, NOT FOR PULLING SECTIONS TIGHT. JOINT OPENINGS BETWEEN SECTIONS SHOULD BE AS TIGHT AS PRACTICABLE AND LIMITED TO A MAXIMUM OF 3/4 INCH OPENINGS. THE JOINT ON THE BOTTOM OF THE CULVERT SHALL BE SEALED WITH A FLEXIBLE WATER TIGHT 1 INCH BUTYL ROPE GASKET AS PER IOWA DOT MATERIALS I.M. 491.09. BUTYL ROPE GASKET SHALL BE INSTALLED IN ACCORDANCE WITH THE RECOMMENDATIONS OF THE MANUFACTURER AND SHALL EXTEND VERTICALLY 6 INCHES ABOVE THE BOTTOM FILLET. ALL JOINTS SHALL BE TRIMMED CLEAN ON THE INSIDE AFTER SEALING. G. THE CONTRACTOR SHALL PLACE A 2'-0" WIDE PIECE OF ENGINEERING FABRIC AROUND THE TOP AND SIDES OF EACH PRECAST JOINT. THE FABRIC SHALL BE CENTERED WITH 1 '-0" ON EACH SIDE OF THE JOINT, THE FABRIC SHALL BE ATTACHED TO THE WALLS AND TOP OF EACH SECTION TO PREVENT THE FABRIC FROM SLIPPING OFF THE JOINT DURING BACKFILLING OPERATIONS. ATTACHMENT METHODS SHALL BE APPROVED BY THE ENGINEER. ALL COSTS INCLUDING MATERIAL AND LABOR ASSOCIATED WITH PROVIDING THE ENGINEERING FABRIC AND INSTALLING IT AS REQUIRED SHALL BE INCLUDED IN THE BID ITEMS "PRECAST CONCRETE BOX CULVERT" AND "PRECAST BOX CULVERT END SECTION". THE ENGINEERING FABRIC SHALL BE IN ACCORDANCE WITH IOWA DOT ARTICLE 4196.01, B, 3, OF THE STANDARD SPECIFICATIONS. H. DURING BACKFILLING THE COMPACTION ADJACENT TO THE BOTTOM CORNER RADII OR CHAMFER SHALL BE ACCOMPLISHED WITH A MECHANICAL HAND COMPACTOR. THE CONTRACTOR SHALL FURNISH AND INSTALL LIFTING HOLE PLUGS FOR EACH SECTION. LIFTING HOLES SHALL BE PLUGGED WITH A PRECAST CONCRETE PLUG OR PLASTIC PLUG APPROVED BY THE ENGINEER, SEALED AND COVERED WITH A 2'-0" X 2'-0" PIECE OF ENGINEERING FABRIC CENTERED OVER THE HOLE AND ATTACHED TO THE SECTION TO PREVENT THE FABRIC FROM SLIPPING.	28	4030-108-B-0	PIPE APRON, ARCP, 28 INCH BY 18 INCH ARCH A. ITEM SHALL INCLUDE FOOTING AS DETAILED ON FIGURE 4030.221 AND GUARD AS DETAILED ON FIGURE 4030.224
			29	4030-108-B-0	PIPE APRON, ARCP, 36 INCH BY 22 INCH ARCH A. ITEM SHALL INCLUDE FOOTING AS DETAILED ON FIGURE 4030.221 AND GUARD AS DETAILED ON FIGURE 4030.224
			30	4040-108-A-0	SUBDRAIN, PVC, 4 INCH A. REFER TO M SHEETS FOR SUBDRAIN LOCATIONS. ALL SUBDRAINS SHALL BE CASE B TYPE 1 ACCORDING TO SUDAS FIGURE 4040.231.

DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



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CITY OF MARSHALLTOWN, IOWA

EDGEWOOD EXTENSION

ESTIMATE REFERENCE NOTES

SHEET

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31	4040-108-C-0	<u>SUBDRAIN CLEANOUT, PVC, 4 INCH</u> A. REFER TO M SHEETS FOR LOCATIONS. THIS ITEM INCLUDES, BUT IS NOT LIMITED TO, PIPE, NON-SHRINK GROUT, AND COUPLING BANDS. B. SUBDRAIN CLEANOUT SHALL BE TYPE A-1
32	4040-108-D-0	<u>SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 4 INCH</u> A. REFER TO M SHEETS FOR SUBDRAIN LOCATIONS. ALL SUBDRAINS SHALL BE CASE B TYPE 1 ACCORDING TO SUDAS FIGURE 4040.231. B. THIS ITEM SHALL INCLUDE ALL THE LABOR AND MATERIAL NECESSARY TO CONNECT PROPOSED SUBDRAIN PIPE TO PROPOSED STRUCTURE, INCLUDING BUT NOT LIMITED TO CORING OR CUTTING INTO THE EXISTING STRUCTURE, PIPE CONNECTIONS, GROUT AND WATERSTOP (WHEN REQUIRED). PIPE OUTLET MATERIAL SHALL BE PVC.
33	5010-108-A-1	<u>WATERMAIN, TRENCHED, PVC DR14, 8 INCH</u> A. REFER TO M SHEETS FOR WATERMAIN LOCATION. THIS ITEM INCLUDES TRENCH EXCAVATION, DEWATERING, FURNISHING BEDDING MATERIAL, PLACING BEDDING AND BACKFILL MATERIAL, TRACER SYSTEM, TESTING, DISINFECTION, AND POLYETHYLENE WRAP FOR DUCTILE IRON PIPE AND FOR FITTINGS. B. ALL WATERMAIN WORK SHALL CONFORM TO MARSHALLTOWN WATER WORKS SPECIFICATIONS. D. WATER SHUTDOWNS SHALL REQUIRE THE FOLLOWING. MARSHALLTOWN WATER WORKS SHALL BE NOTIFIED 48 HOURS PRIOR TO ANY SHUTDOWN. MARSHALLTOWN WATER WORKS SHALL OPERATE ALL EXISTING VALVES. THE CONTRACTOR SHALL NOT OPERATE EXISTING VALVES. A MINIMUM OF 24 HOURS NOTICE SHALL BE GIVEN TO THE AFFECTED PROPERTIES INCLUDING DOOR TO DOOR COMMUNICATION AND DOOR KNOCKERS LEFT BEHIND. A MAXIMUM OF AN 8 CONTINUOUS HOUR SHUTDOWN IS ALLOWED FOR ANY SINGLE PROPERTY WHEN MAKING SIDE STREET CONNECTION. A MAXIMUM OF 2 HOURS OF SHUTDOWN FOR ANY SINGLE BUILDING WILL BE ALLOWED WHEN SWITCHING A SERVICE TO THE NEW WATER MAIN.
34	5010-108-A-1	<u>WATERMAIN, TRENCHED, DUCTILE IRON, 8 INCH</u> A. REFER TO M SHEETS FOR WATERMAIN LOCATION. THIS ITEM IS FOR THE LOWERING OF EXISTING WATERMAIN THAT IS IN CONFLICT WITH PROPOSED IMPROVEMENTS. THIS ITEM INCLUDES EXCAVATION, HAULING OFF EXCAVATED SOIL AND MATERIALS TO AN APPROVED LOCATION, CUTTING INTO PIPE, DISPOSAL OF TRENCH WATER, INSTALLATION OF PIPE, THRUST BLOCKS, POLYETHYLENE WRAP, APPURTENANCES, BACKFILL, AND COMPACTION OF BACKFILL. B. ALL WATERMAIN WORK SHALL CONFORM TO MARSHALLTOWN WATER WORKS SPECIFICATIONS. C. WATERMAIN LOWERING SHALL BE DONE AFTER 3PM AND FINISHED BEFORE 6AM OR ON A WEEKEND TO MINIMIZE DISTURBANCE TO WASTE WATER TREATMENT FACILITY. D. A MINIMUM OF 5 WORKS DAYS NOTICE SHALL BE PROVIDED TO MARSHALLTOWN WASTE WATER TREATMENT FACILITY PRIOR TO SHUTDOWN. E. ALL WATER DRAINED FROM EXISTING MAIN SHALL BE PUMPED TO THE SANITARY SEWER. CONTRACTOR SHALL COORDINATE WITH MARSHALLTOWN WASTER WATER TREATEMENT FACILITY PRIOR TO PUMPING ANY WATER.
35	5010-108-A-1	<u>WATERMAIN, TRENCHED, DUCTILE IRON, 24 INCH</u> A. REFER TO M SHEETS FOR WATERMAIN LOCATION. THIS ITEM IS FOR THE LOWERING OF EXISTING WATERMAIN THAT IS IN CONFLICT WITH PROPOSED IMPROVEMENTS. THIS ITEM INCLUDES EXCAVATION, HAULING OFF EXCAVATED SOIL AND MATERIALS TO AN APPROVED LOCATION, CUTTING INTO PIPE, DISPOSAL OF TRENCH WATER, INSTALLATION OF PIPE, THRUST BLOCKS, POLYETHYLENE WRAP, APPURTENANCES, BACKFILL, AND COMPACTION OF BACKFILL. B. ALL WATERMAIN WORK SHALL CONFORM TO MARSHALLTOWN WATER WORKS SPECIFICATIONS. C. 24 INCH WATERMAIN SHALL ONLY BE SHUTDOWN FOR A MAXIMUM OF 7 CALENDAR DAYS. D. ALL WATER DRAINED FROM EXISTING MAIN SHALL BE PUMPED TO THE SANITARY SEWER. CONTRACTOR SHALL COORDINATE WITH MARSHALLTOWN WASTER WATER TREATEMENT FACILITY PRIOR TO PUMPING ANY WATER. WATER SHALL BE PUMPED TO EXISTING SANITARY SEWER MANHOLE AT STATION 12+70.
36	5010-108-A-2	<u>WATERMAIN, TRENCHLESS, 8 INCH</u> A. THIS ITEM SHALL INCLUDE FURNISHING AND INSTALLING PIPE; TRENCHLESS INSTALLATION MATERIALS AND EQUIPMENT; PIT EXCAVATION, DEWATERING, AND PLACING BACKFILL MATERIAL; TRACER SYSTEM; TESTING; AND DISINFECTION.
37	5010-108-C-2	<u>FITTINGS BY WEIGHT, DUCTILE IRON</u> A. THIS ITEM INCLUDES ALL LABOR AND MATERIAL TO INSTALL EACH FITTING WITH PROPER RESTRAINING DEVICE. ALL FITTINGS SHALL BE DUCTILE IRON, MECHANICAL JOINT, RESTRAINED JOINT WITH MEGALUG OR APPROVED EQUAL. WEIGHTS ARE PER AWWA C-153. POLYETHYLENE WRAP INCLUDED IN THIS ITEM. THIS ITEM SHALL BE INSTALLED IN ACCORDANCE TO MARSHALLTOWN WATER WORKS SPECIFICATIONS.
38	5020-108-A-0	<u>VALVE, GATE, 8 INCH</u> A. THIS ITEM SHALL INCLUDE ALL COMPONENTS ATTACHED TO THE VALVE OR REQUIRED FOR ITS COMPLETE INSTALLATION, INCLUDING UNDERGROUND OR ABOVE GROUND OPERATOR, SQUARE VALVE OPERATION NUT, VALVE BOX AND COVER, VALVE BOX EXTENSION, AND VALVE STEM EXTENSION. B. THIS ITEM SHALL BE INSTALLED IN ACCORDANCE TO MARSHALLTOWN WATER WORKS SPECIFICATIONS
39	5020-108-A-0	<u>VALVE, BUTTERFLY, 24 INCH, FURNISH ONLY</u> A. THIS ITEM SHALL INCLUDE COST TO PURCHASE 24 INCH GATE VALVE INCLUDING ALL COMPONENTS ATTACHED TO THE VALVE OR REQUIRED FOR ITS INSTALLATION INCLUDING OPERATORS, OPERATING NUTS, VALVE BOX AND COVER, VALVE BOX EXTENSION AND VALVE STEM EXTENSION. GATE VALVE SHALL BE UTILIZED FOR LOWERING 24 INCH WATERMAIN. VALVE SHALL ONLY BE UTILIZED IF EXISTING 24 INCH VALVES ARE ABLE TO SHUT FLOW OFF TO LOWERING SECTION. IF FLOW IS ABLE TO BE SHUT OFF, THIS ITEM SHALL BE INSTALLED USING ITEM BELOW. B. THIS ITEM SHALL INCLUDE PURCHASING VALVE INCLUDING DELIVERY TO THE JOB SITE. AN INVOICE FOR THE COST SHALL BE PROVIDED BY THE CONTRACTOR FOR PROOF OF PRICE PRIOR TO PAYMENT. C. CONTRACTOR SHALL NOT PURCHASE VALVE UNTIL GIVEN APPROVAL FROM THE ENGINEER. IF VALVE IS NOT UTILIZED MARSHALLTOWN WATER WORKS MAY PURCHASE VALVE FROM THE CONTACTOR BUT IS NOT REQUIRED TO. IF THE VALVE(S) ARE NOT USED AND RETURNED, MARSHALLTOWN WATER WORKS SHALL PAY A RESTOCKING FEE.
40	5020-108-A-0	<u>VALVE, BUTTERFLY, 24 INCH, INSTALLATION</u> A. THIS ITEM SHALL INCLUDE ALL LABOR, MATERIAL AND COMPONENT OTHER THAN THE VALVE ITSELF TO INSTALL NEW 24 INCH VALVE. IF 24 INCH GATE VALVE IS NOT UTILIZED THIS ITEM SHALL BE REMOVED FROM THE CONTRACT.
41	5020-108-A-0	<u>VALVE, INSERTION VALVE, 24 INCH</u> A. THIS ITEM SHALL INCLUDE COST TO PURCHASE AND INSTALL 24 INCH INSERTA VALVE INCLUDING ALL COMPONENTS ATTACHED TO THE VALVE OR REQUIRED FOR ITS INSTALLATION INCLUDING OPERATORS, OPERATING NUTS, VALVE BOX AND COVER, VALVE BOX EXTENSION AND VALVE STEM EXTENSION. INSERTION VALVE SHALL BE HYDRA STOP INSTA VALVE 24 OR APPROVED EQUAL. B. INSERTA VALVE SHALL BE UTILIZED FOR LOWERING 24 INCH WATERMAIN. VALVE SHALL ONLY BE UTILIZED IF EXISTING 24 INCH VALVES ARE NOT ABLE TO SHUT FLOW OFF TO LOWERING SECTION. IF FLOW IS NOT ABLE TO BE SHUT OFF, THIS ITEM SHALL BE INSTALLED. C. CONTRACTOR SHALL NOT PURCHASE VALVE UNTIL GIVEN APPROVAL FROM THE ENGINEER. IF VALVE IS NOT UTILIZED MARSHALLTOWN WATER WORKS MAY PAY A RESTOCKING FEE IF REQUIRED. .

42	5020-108-B-0	<u>TAPPING VALVE ASSEMBLY, 8 INCH</u> A. THIS ITEM INCLUDES ALL LABOR AND MATERIAL REQUIRED TO INSTALL AND PRESSURE TEST THE TAPPING SLEEVE. THIS ITEM SHALL BE INSTALLED IN ACCORDANCE TO MARSHALLTOWN WATER WORKS SPECIFICATIONS. B. MARSHALLTOWN WATER WORKS REQUIRES A THREE DAY NOTICE FOR ANY WATERMAIN TAPPING.
43	5020-108-C-0	<u>FIRE HYDRANT ASSEMBLY</u> A. THIS ITEM INCLUDES ALL LABOR AND MATERIAL FOR EXCAVATION, HAULING OFF EXCAVATED SOIL AND MATERIALS TO AN APPROVED LOCATION, BACKFILL, COMPACTION OF BACKFILL, AND INSTALLATION OF FIRE HYDRANT ASSEMBLY INCLUDING THE HYDRANT, VALVE, PIPING, PIPE RESTRAINTS, CONNECTION TO EXISTING HYDRANT TEE OR EXISTING PIPE. THIS ITEM EXCLUDES THE HYDRANT TEE. B. THIS ITEM SHALL BE INSTALLED IN ACCORDANCE TO MARSHALLTOWN WATER WORKS SPECIFICATIONS..
44	5020-108-X-1	<u>WATERMAIN OFFSET, 8 INCH</u> A. THIS ITEM IS FOR THE LOWERING OF THE WATERMAIN TO MAINTAIN MINIMUM REQUIRED SEPARATION DISTANCES FROM PROPOSED IMPROVEMENTS. PAYMENT OF THIS ITEM WILL INCLUDE ALL NECESSARY EXCAVATION TO PREPARE FOR THE LOWERING, REMOVAL OF THE EXISTING PIPE, THE ADDITIONAL TIME FOR CUTTING AND FITTING THE PIPE AND FITTINGS, PLACEMENT OF THE LOWERING PIECES, BACKFILLING OPERATIONS AND ANY OTHER ASSOCIATED COSTS OR MATERIALS FOR THE LOWERING'S. THE LENGTHS OF PIPE USED FOR THE 8" MAIN SHALL BE PAID UNDER THAT ITEM. THIS ITEM INCLUDES ANY NECESSARY TAPPING VALVES OR PARTS NECESSARY TO RECONNECT EXISTING WATER SERVICE IN THE WATERMAIN LOWERING AND ALL REQUIRED FITTINGS.
45	5020-108-X-2	<u>WATERMAIN OFFSET, 24 INCH</u> A. THIS ITEM IS FOR THE LOWERING OF THE WATERMAIN TO MAINTAIN MINIMUM REQUIRED SEPARATION DISTANCES FROM PROPOSED IMPROVEMENTS. PAYMENT OF THIS ITEM WILL INCLUDE ALL NECESSARY EXCAVATION TO PREPARE FOR THE LOWERING, REMOVAL OF THE EXISTING PIPE, THE ADDITIONAL TIME FOR CUTTING AND FITTING THE PIPE AND FITTINGS, PLACEMENT OF THE LOWERING PIECES, BACKFILLING OPERATIONS AND ANY OTHER ASSOCIATED COSTS OR MATERIALS FOR THE LOWERING. THE LENGTHS OF PIPE USED FOR THE 24" MAIN SHALL BE PAID UNDER THAT ITEM. THIS ITEM INCLUDES ANY NECESSARY TAPPING VALVES OR PARTS NECESSARY TO RECONNECT EXISTING WATER SERVICE IN THE WATERMAIN LOWERING AND ALL REQUIRED FITTINGS.
46	5020-108-D-0	<u>FLUSHING DEVICE (BLOWOFF)</u> A. THIS ITEM SHALL BE INSTALLED ON NEW 24" WATERMAIN LOWERING TO PROVIDE A FLUSHING POINT. AFTER 24 INCH LOWERED
47	6010-108-A-0	<u>SANITARY MANHOLE, SW-303, 48 INCH</u> A. REFER TO M2 SHEETS FOR SANITARY LOCATIONS AND PROFILES B. ANY VISIBLE LEAKS SHALL BE REPAIRED. MANHOLE CASTINGS SHALL READ "SANITARY SEWER" AND BE SW-601 TYPE B. INSTALLATION CAN BE PRECAST OR CAST IN PLACE. BOXOUTS SHALL BE CIRCULAR BOXOUTS. C. SANITARY MANHOLE SHALL HAVE INTERNAL CHIMNEY SEAL
48	6010-108-A-0	<u>SANITARY MANHOLE, SW-301, 48 INCH</u> A. REFER TO M2 SHEETS FOR SANITARY LOCATIONS AND PROFILES B. ANY VISIBLE LEAKS SHALL BE REPAIRED. MANHOLE CASTINGS SHALL READ "SANITARY SEWER" AND BE SW-601 TYPE B. INSTALLATION CAN BE PRECAST OR CAST IN PLACE. BOXOUTS SHALL BE CIRCULAR BOXOUTS. C. SANITARY MANHOLE SHALL HAVE INTERNAL CHIMNEY SEAL
49	6010-108-A-0	<u>STORM MANHOLE, SW-401, 60 INCH</u> A. REFER TO M1 SHEETS FOR STORM SEWER LOCATION AND PROFILES B. MANHOLE CASTINGS SHALL READ "STORM SEWER": AND BE SW-602 TYPE E. C. BOXOUTS SHALL BE CIRCULAR BOXOUTS
50	6010-108-B-0	<u>INTAKE, SW-507</u> A. REFER TO M1 SHEETS FOR STORM SEWER LOCATION AND PROFILES B. MANHOLE CASTINGS SHALL READ "NO DUMP, DRAINS TO WATERWAY". C. INTAKE SHALL BE EITHER CAST-IN-PLACE OR PRE-CAST. IF THE STRUCTURE IS NOT ABLE TO BE PRE-CAST THEN IT SHALL BE CAST-IN-PLACE WITH NO ADDITIONAL PAYMENT. D. ALL STRUCTURES SHALL HAVE A SUMP DEPTH OF AT LEAST 4'. STRUCTURES WHOSE FLOWLINES ARE LESS THAN 4' SHALL HAVE A SUMP DOWN TO A MINIMUM ELEVATION OF 4' BELOW FINISHED GRADE. ANY EXCESS SPACE BETWEEN THE SUMP OF THE STRUCTURE AND THE FLOW LINE SHALL BE FILLED WITH CONCRETE.
51	6010-108-B-0	<u>INTAKE, SW-508</u> A. REFER TO M1 SHEETS FOR STORM SEWER LOCATION AND PROFILES B. MANHOLE CASTINGS SHALL READ "NO DUMP, DRAINS TO WATERWAY". C. INTAKE SHALL BE EITHER CAST-IN-PLACE OR PRE-CAST. IF THE STRUCTURE IS NOT ABLE TO BE PRE-CAST THEN IT SHALL BE CAST-IN-PLACE WITH NO ADDITIONAL PAYMENT. D. ALL STRUCTURES SHALL HAVE A SUMP DEPTH OF AT LEAST 4'. STRUCTURES WHOSE FLOWLINES ARE LESS THAN 4' SHALL HAVE A SUMP DOWN TO A MINIMUM ELEVATION OF 4' BELOW FINISHED GRADE. ANY EXCESS SPACE BETWEEN THE SUMP OF THE STRUCTURE AND THE FLOW LINE SHALL BE FILLED WITH CONCRETE.
52	6010-108-B-0	<u>INTAKE, SW-509</u> A. REFER TO M1 SHEETS FOR STORM SEWER LOCATION AND PROFILES B. MANHOLE CASTINGS SHALL READ "NO DUMP, DRAINS TO WATERWAY". C. INTAKE SHALL BE EITHER CAST-IN-PLACE OR PRE-CAST. IF THE STRUCTURE IS NOT ABLE TO BE PRE-CAST THEN IT SHALL BE CAST-IN-PLACE WITH NO ADDITIONAL PAYMENT. D. ALL STRUCTURES SHALL HAVE A SUMP DEPTH OF AT LEAST 4'. STRUCTURES WHOSE FLOWLINES ARE LESS THAN 4' SHALL HAVE A SUMP DOWN TO A MINIMUM ELEVATION OF 4' BELOW FINISHED GRADE. ANY EXCESS SPACE BETWEEN THE SUMP OF THE STRUCTURE AND THE FLOW LINE SHALL BE FILLED WITH CONCRETE.
53	6010-108-B-0	<u>INTAKE, SW-510</u> A. REFER TO M1 SHEETS FOR STORM SEWER LOCATION AND PROFILES B. MANHOLE CASTINGS SHALL READ "NO DUMP, DRAINS TO WATERWAY". C. INTAKE SHALL BE EITHER CAST-IN-PLACE OR PRE-CAST. IF THE STRUCTURE IS NOT ABLE TO BE PRE-CAST THEN IT SHALL BE CAST-IN-PLACE WITH NO ADDITIONAL PAYMENT. D. ALL STRUCTURES SHALL HAVE A SUMP DEPTH OF AT LEAST 4'. STRUCTURES WHOSE FLOWLINES ARE LESS THAN 4' SHALL HAVE A SUMP DOWN TO A MINIMUM ELEVATION OF 4' BELOW FINISHED GRADE. ANY EXCESS SPACE BETWEEN THE SUMP OF THE STRUCTURE AND THE FLOW LINE SHALL BE FILLED WITH CONCRETE.

DIV. 1 - RISE PROJECT NO: RM-4797(626)--90-64 DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA) PROJECT NO: 05-79-05973 DIV. 3 - MARSHALLTOWN WATER WORKS		1519 BALTIMORE DRIVE AMES, IOWA 50010 Phone: (515) 233-6100 Email: Ames@bolton-menk.com www.bolton-menk.com	DESIGNED	REV	DESCRIPTION	DATE	CITY OF MARSHALLTOWN, IOWA	SHEET			
			DRAWN	TLB					EDGEWOOD EXTENSION		
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						CLIENT PROJ. NO.	A13.119531			ESTIMATE REFERENCE NOTES	C.04

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54	6010-108-E-0	<u>MANHOLE ADJUSTMENT, MINOR</u> A. REFER TO D AND M SHEETS FOR LOCATIONS AND C SHEETS FOR TABULATIONS. THIS BID ITEM SHALL INCLUDE ALL MATERIALS, LABOR AND EQUIPMENT NECESSARY TO ADJUST CASTINGS TO FINISHED GRADE. THIS ITEM INCLUDES THE REMOVAL AND REPLACEMENT OF ADJUSTMENT RINGS AND THE INSTALLATION OF NEW CASTINGS. OLD CASTING SHALL BE SALVAGED TO THE CITY. C. ENGINEER SHALL MAKE FINAL DETERMINATION WITH THE CONTRACTOR THE DAY OF MODIFICATIONS BEING MADE WHETHER IT MEETS THE STANDARD OF MAJOR OR MINOR ADJUSTMENT. PLAN DETERMINATION WAS MADE FROM CHANGE IN ELEVATION AS IDENTIFIED IN M SHEETS.
55	6010-108-F-0	<u>MANHOLE ADJUSTMENT, MAJOR</u> A. REFER TO D AND M SHEETS FOR LOCATIONS AND C SHEETS FOR TABULATIONS. REMOVAL OF EXISTING CASTING, ADJUSTMENT RINGS, TOP SECTIONS, AND RISERS; EXCAVATION; CONCRETE AND REINFORCING STEEL OR PRECAST SECTIONS; FURNISHING AND INSTALLING NEW ADJUSTMENT RINGS AND CASTING; INSTALLING NEW INFILTRATION BARRIER (SANITARY SEWER MANHOLES ONLY); PLACING BACKFILL MATERIAL; AND COMPACTION. OLD CASTING SHALL BE SALVAGED TO THE CITY. SANITARY SEWER C. ENGINEER SHALL MAKE FINAL DETERMINATION WITH THE CONTRACTOR THE DAY OF MODIFICATIONS BEING MADE WHETHER IT MEETS THE STANDARD OF MAJOR OR MINOR ADJUSTMENT. PLAN DETERMINATION WAS MADE FROM CHANGE IN ELEVATION AS IDENTIFIED IN M SHEETS.
56	6010-108-G-0	<u>CONNECTION TO EXISTING MANHOLE</u> THIS BID ITEM SHALL INCLUDE ALL MATERIALS, LABOR AND EQUIPMENT NECESSARY TO CONNECT PROPOSED SANITARY SEWER TO AN EXISTING STRUCTURE, INCLUDING BUT NOT LIMITED TO CORING OR CUTTING INTO THE EXISTING STRUCTURE, PIPE CONNECTIONS AND GROUT. CONNECTIONS OF EXISTING AND PROPOSED SANITARY SEWER INTO NEW STRUCTURES SHALL BE CONSIDERED INCIDENTAL TO THOSE NEW STRUCTURES AND/OR PIPES AND ARE NOT PART OF THIS BID ITEM.
57	6010-108-H-0	<u>REMOVE INTAKE</u> A. REFER TO R SHEETS FOR LOCATIONS B. THIS BID IEM SHALL INCLUDE ALL MATERIALS, LABOR AND EQUIPMENT NECESSARY TO REMOVE ALL COMPONENTS OF THE EXISTING STRUCTURE AND LEGALLY DISPOSING AT AN OFF SITE LOCATION.
58	7010-108-A-0	<u>PAVEMENT, PCC, 8 INCH</u> A. REFER TO B SHEETS FOR TYPICAL SECTIONS AND D SHEETS FOR STREET PLAN AND PROFILES. ALL CONCRETE SHALL BE CLASS C AND MEET MINIMUM COMPRESSIVE STRENGTH REQUIREMENT OF 4,000 PSI AT 28 DAYS. AREAS NOT MEETING THIS REQUIREMENT WILL BE SUBJECT TO REPAIRS, REPLACEMENT OR REDUCED PAYMENT AS DETERMINED BY THE ENGINEER AND TEST RESULTS WILL REPRESENT ALL CONCRETE PLACED IN THE SAME LOT. GROUND GRANULATED BLAST FURNACE SLAG IS NOT PERMITTED FOR ANY WORK ON THE PROJECT. B. ALL JOINTS SHALL BE SAW CUT TO A DEPTH OF T/3 AND SEALED. LOW AIR TOLERANCE LIMIT PER 7010-3.08-B. NO ADDITIONAL PAYMENT WILL BE MADE FOR COLD WEATHER CONCRETE OR COVERING IF REQUIRED. C. CRACKED PANELS SHALL BE REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE UNLESS, IN THE JUDGMENT OF THE ENGINEER, THE CRACK CAN BE ROUTED AND SEALED. THICKENED EDGES SHALL BE INCIDENTAL TO THIS BID ITEM, NO ADDITIONAL PAYMENT SHALL BE MADE.
59	7010-108-I-0	<u>PCC PAVEMENT SAMPLES AND TESTING</u> THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL PCC PAVEMENT SAMPLING AND TESTING.
60	7020-108-X-1	<u>TEMPORARY PAVEMENT, 5" PCC OR 4" HMA</u> A. THIS ITEM SHALL BE FOR THE TEMPORARY PAVEMENT NEEDED FOR THE DETOUR ROUTE ON WOODLAND. CONTRACTOR CAN CHOOSE EITHER PCC OR HMA. PCC SHALL BE 5 INCH MEETING IOWA DOT C4 MIX STANDARDS. HMA SHALL BE LT MIX. B. ITEM INCLUDES PLACING TEMPORARY PAVEMENT, MAINTAINING TEMPORARY PAVEMENT FOR TRAFFIC, REMOVAL OF TEMPORARY PAVEMENT AND RESTORATION OF DISTURBED AREAS INCLUDING GRASS AND ANY REPAIRING ANY DISTURBED PAVEMENT FOR THE PARK ENTRANCE DRIVEWAY.
61	7030-108-A-0	<u>REMOVAL OF GRAVEL DRIVEWAY</u> A. REFER TO R.03 FOR LOCATION.
62	7030-108-B-0	<u>REMOVAL OF CURB</u> A. REFER TO R.05 FOR LOCATION. FULL DEPTH SAW CUTTING SHALL BE INCIDENTAL TO THIS ITEM.
63	7030-108-C-0	<u>SHARED USE PATH, PCC, 5 INCH</u> A. CONCRETE SHALL BE A C-4 MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI. B. AREAS NOT MEETING THIS REQUIREMENT SHALL BE SUBJECT TO REPAIRS, REPLACEMENT OR REDUCED PAYMENT AS DETERMINED BY THE ENGINEER AND TEST RESULTS WILL REPRESENT ALL CONCRETE PLACED IN THE SAME LOT. COLD WEATHER CONCRETE WILL BE CONSIDERED INCIDENTAL IF REQUIRED. CRACKED PANELS SHALL BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE UNLESS, IN THE JUDGEMENT OF THE ENGINEER, THE CRACK CAN BE ROUTED AND SEALED. C. ALL TESTING SHALL BE PROVIDED BY THE CONTRACTOR
64	7030-108-E-0	<u>SIDEWALK, PCC, 5 INCH</u> A. CONCRETE SHALL BE A C-4 MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI. B. AREAS NOT MEETING THIS REQUIREMENT SHALL BE SUBJECT TO REPAIRS, REPLACEMENT OR REDUCED PAYMENT AS DETERMINED BY THE ENGINEER AND TEST RESULTS WILL REPRESENT ALL CONCRETE PLACED IN THE SAME LOT. COLD WEATHER CONCRETE WILL BE CONSIDERED INCIDENTAL IF REQUIRED. CRACKED PANELS SHALL BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE UNLESS, IN THE JUDGEMENT OF THE ENGINEER, THE CRACK CAN BE ROUTED AND SEALED. C. ALL TESTING SHALL BE PROVIDED BY THE CONTRACTOR
65	7030-108-E-0	<u>SIDEWALK, PCC, 6 INCH</u> A. CONCRETE SHALL BE A C-4 MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI. B. AREAS NOT MEETING THIS REQUIREMENT SHALL BE SUBJECT TO REPAIRS, REPLACEMENT OR REDUCED PAYMENT AS DETERMINED BY THE ENGINEER AND TEST RESULTS WILL REPRESENT ALL CONCRETE PLACED IN THE SAME LOT. COLD WEATHER CONCRETE WILL BE CONSIDERED INCIDENTAL IF REQUIRED. CRACKED PANELS SHALL BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE UNLESS, IN THE JUDGEMENT OF THE ENGINEER, THE CRACK CAN BE ROUTED AND SEALED. C. ALL TESTING SHALL BE PROVIDED BY THE CONTRACTOR

66	7030-108-G-0	<u>DETECTABLE WARNING</u> A. REFER TO S SHEETS FOR LOCATIONS. DETECTABLE WARNINGS SHALL BE CAST IRON. REFER TO MARSHALLTOWN SUPPLEMENTAL SPECIFICATIONS FOR ADDITIONAL DETAILS.
67	7030-108-H-1	<u>DRIVEWAY, PAVED, PCC, 6 INCH</u> A. CONCRETE SHALL BE A C-4 MIX WITH A MINIMUM COMPRESSIVE STRENGTH OF 4,000 PSI. B. AREAS NOT MEETING THIS REQUIREMENT SHALL BE SUBJECT TO REPAIRS, REPLACEMENT OR REDUCED PAYMENT AS DETERMINED BY THE ENGINEER AND TEST RESULTS WILL REPRESENT ALL CONCRETE PLACED IN THE SAME LOT. COLD WEATHER CONCRETE WILL BE CONSIDERED INCIDENTAL IF REQUIRED. CRACKED PANELS SHALL BE REMOVED AND REPLACED AT THE CONTRACTORS EXPENSE UNLESS, IN THE JUDGEMENT OF THE ENGINEER, THE CRACK CAN BE ROUTED AND SEALED. C. CONCRETE TESTING IS REQUIRED AND WILL BE PROVIDED BY THE OWNER
68	7040-108-H-0	<u>PAVEMENT REMOVAL</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.
69	8020-108-B-0	<u>PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE</u> A. REFER TO C SHEETS FOR TABULATIONS AND K SHEETS FOR LOCATIONS. B. ALL PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, AS ADOPTED BY THE DEPARTMENT PER 761 OF THE IOWA ADMINISTRATIVE CODE (IAC), CHAPTER 130.
70	8020-108-G-0	<u>PAINTED SYMBOLS AND LEGENDS</u> A. REFER TO C SHEETS FOR TABULATIONS AND K SHEETS FOR LOCATIONS. B. ALL PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS, AS ADOPTED BY THE DEPARTMENT PER 761 OF THE IOWA ADMINISTRATIVE CODE (IAC), CHAPTER 130.
71	8020-108-X-1	<u>TYPE A SIGN, SHEET ALUMINUM</u> A. THIS ITEM INCLUDES FURNISHING AND INSTALLING SIGNS AND ALL MOUNTING HARDWARE. B. THIS ITEM TO BE MEASURED PER SQUARE FOOT OF SIGN BASED ON NOMINAL DIMENSIONS C. THIS ITEM INCLUDES INSTALLATION OF SIGNS ON NEW WOOD POLES INCLUDING THE NEW POLES
72	8020-108-X-2	<u>SIGN REMOVAL</u> A. THIS ITEM INCLUDES THE REMOVAL OF EXISTING CITY OWNED STREET SIGNS. THIS BID ITEM INCLUDES REMOVAL OF THE EXISTING SIGNS, POLES AND SALVAGING TO THE CITY. B. PAYMENT FOR THIS ITEM SHALL BE AT THE CONTRACT UNIT PRICE PER EACH SIGN REMOVED. THIS PAYMENT SHALL BE CONSIDERED FULL COMPENSATION FOR ALL LABOR, EQUIPMENT AND MATERIALS REQUIRED TO REMOVE EACH SIGN.
73	8030-108-A-0	<u>TEMPORARY TRAFFIC CONTROL</u> A. REFER TO J SHEETS FOR STAGING AND TRAFFIC CONTROL. B. ALL ROAD AND PEDESTRIAN CLOSURES SHALL BE INCLUDED WITH THIS ITEM.
74	9010-108-B-0	<u>HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING</u> A. INCLUDES SEEDING OF ALL DISTURBED AREAS OF THE PROJECT. THE AREAS SHALL BE SEEDED WITH TYPE (1) LAWN MIXTURE. B. WATERING SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. ROCK PICKING, FINISH GRADING, RESEEDING AS DIRECTED BY THE ENGINEER ARE CONSIDERED INCIDENTAL TO THIS ITEM. NO ADDITIONAL PAYMENT WILL BE MADE FOR RESEEDD AREAS. C. THE CONTRACTOR IS RESPONSIBLE FOR MOWING AND MAINTAINING SEEDED AREAS UNTIL THE PROJECT IS ACCEPTED BY THE OWNER. SEEDING OF AREAS DISTURBED OUTSIDE OF THE CONSTRUCTION LIMITS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AT NO ADDITIONAL COST TO THE OWNER. D. THE SEEDING RATE SHALL BE AT LEAST 300 LBS/ACRE.
75	9040-108-A-1	<u>SWPPP PREPARATION</u> DEVELOPMENT OF A SWPPP BY THE CONTRACTOR MEETING LOCAL AND STATE AGENCY REQUIREMENTS, FILING THE REQUIRED PUBLIC NOTICES, FILING A NOTICE OF INTENT FOR COVERAGE OF THE PROJECT UNDER THE IOWA DNR NPDES GENERAL PERMIT NO. 2, AND PAYMENT OF ASSOCIATED NPDES PERMIT FEES.

DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



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CLIENT PROJ. NO.			
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
ESTIMATE REFERENCE NOTES

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76	9040-108-A-2	<u>SWPPP MANAGEMENT</u> ALL WORK REQUIRED TO COMPLY WITH THE ADMINISTRATIVE PROVISIONS OF THE IOWA DNR NPDES GENERAL PERMIT NO. 2; INCLUDING RECORD KEEPING, DOCUMENTATION, UPDATING THE SWPPP, FILING THE NOTICE OF DISCONTINUATION, ETC. ITEM ALSO INCLUDES WEEKLY INSPECTIONS REQUIRED TO SATISFY THE PROVISIONS OF GENERAL PERMIT NO. 2, UNLESS OTHERWISE SPECIFIED IN THE CONTRACT DOCUMENTS.
77	9040-108-E-0	<u>TEMPORARY RECP, TYPE 2.C</u> A. RECP TYPE 2C MATERIAL SHALL BE INSTALLED ON ALL AREAS IN THE DETENTION BASIN WHICH HAVE A SLOPE AT 4:1 OR STEEPER INCLUDING THE SWALE AND STORM OUTLETS.
78	9040-108-J-0	<u>RIP RAP, TYPE E</u> A. REFER TO CE AND M SHEETS FOR LOCATIONS.
79	9040-108-N-1	<u>SILT FENCE OR SILT FENCE DITCH CHECK</u> A. ITEM INCLUDES INSTALLATION, MAINTENANCE AND REMOVAL OF SILT FENCE. B. PAYMENT QUANTITY SHALL BE LIMITED TO THE QUANTITIES LISTED IN THE ESTIMATED QUANTITIES TABLE ON SHEET C.01. IF CONTRACTOR DETERMINES THAT ADDITIONAL QUANTITY IS REQUIRED TO PROPERLY PROTECT THE SITE AS REQUIRED BY THE NPDES GENERAL PERMIT NO. 2, 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.
80	9040-108-O-1	<u>STABILIZED CONSTRUCTION ENTRANCE</u> A. ITEM INCLUDES THE INSTALLATION AND REMOVAL OF THE ROCK AND SUBGRADE STABILIZATION FABRIC FOR STABILIZED CONSTRUCTION ENTRANCES.
81	9040-108-Q-1	<u>EROSION CONTROL MULCHING, CONVENTIONAL</u> A. THIS ITEM SHALL BE FOR TEMPORARY EROSION CONTROL AND SHALL BE UTILIZED IF PERMANENT SEEDING CANNOT BE ESTABLISHED DUE TO SEASONAL CONSTRAINTS OR AFTER NORMAL SEASON SEEDING HAS BEEN PLACED.
82	9040-108-T-1	<u>INLET PROTECTION DEVICE, DROP-IN</u> A. THIS ITEM INCLUDES, BUT IS NOT LIMITED TO, ALL LABOR AND MATERIALS NECESSARY FOR INSTALLATION, REMOVAL AND OFF-SITE DISPOSAL OF ACCUMULATED SEDIMENT, AND REMOVAL OF DEVICE UPON COMPLETION OF THE PROJECT. B. PROTECTION DEVICES SHALL BE DROP-IN BASKETS FOR ALL NEW STRUCTURES UNLESS STRUCTURE IS AN OPEN THROAT INTAKE C. DOUBLE INTAKES WILL BE COMPENSATED FOR INSTALLATION OF TWO (2) INLET PROTECTION DEVICES AS INSTALLED, MAINTAINED AND REMOVED.
83	9040-108-T-1	<u>INLET PROTECTION DEVICE, SURFACE APPLIED</u> A. THIS ITEM INCLUDES, BUT IS NOT LIMITED TO, ALL LABOR AND MATERIALS NECESSARY FOR INSTALLATION, REMOVAL AND OFF-SITE DISPOSAL OF ACCUMULATED SEDIMENT, AND REMOVAL OF DEVICE UPON COMPLETION OF THE PROJECT. B. PROTECTION DEVICES SHALL BE UTILIZED ON OPEN THROAT INTAKE C. DOUBLE INTAKES WILL BE COMPENSATED FOR INSTALLATION OF TWO (2) INLET PROTECTION DEVICES AS INSTALLED, MAINTAINED AND REMOVED.
84	9060-108-E-0	<u>REMOVAL OF FENCE</u> A. REFER TO R SHEETS FOR LOCATION. B. THIS ITEM TO BE PAID PER LINEAR FOOT. ACTUAL QUANTITY TO BE MEASURED IN THE FIELD. FENCE SHALL BE DISPOSED OF BY CONTRACTOR.
85	9080-108-C-0	<u>SAFETY RAIL</u> THIS ITEM INCLUDES, BUT IS NOT LIMITED TO, ALL LABOR AND MATERIALS NECESSARY FOR THE INSTALLATION. SAFETY RAIL SHALL BE MOUNTED AT THE ENDS OF BOX CULVERTS A AND B. CONTRACTOR SHALL USE SPECIFICATIONS PROVIDED IN SUDAS FROM DETAIL 9080.103 AND SHALL BE GALVANIZED.
86	11010-108-A-1	<u>CONSTRUCTION SURVEY</u> A. 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.
87	11010-108-B-1	<u>MONUMENT PRESERVATION AND REPLACEMENT</u> A. THE CONTRACTOR SHALL PROVIDE MONUMENT PRESERVATION FOR ANY DISTURBED AREA ON THE PROJECT.

88	11020-108-A-1	<u>MOBILIZATION</u> A. THIS ITEM IS FOR ALL PRELIMINARY 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 ADDITIONAL WORK ADDED TO THE CONTRACT. PROJECT CONSTRUCTION IS ANTICIPATED TO BE MULTIPLE CONSTRUCTION SEASONS AND NO ADDITIONAL PAYMENT WILL BE MADE FOR MOBILIZATION BEYOND THE CONTRACT UNIT PRICE.
89	11050-108-A-0	<u>CONCRETE WASHOUT</u> A. CONTRACTOR TO PROVIDE AND MAINTAIN A TEMPORARY CONCRETE WASHOUT CONTAINMENT AREA LOCATED WITHIN PROJECT LIMITS.
90	12040-108-X-1	<u>DRAINAGE WELL</u> A. THIS ITEM INCLUDES FURNISH AND INSTALLATION OF DRAINAGE WELLS, REFER TO E SHEETS FOR LOCATION AND SHEET B.02 FOR INSTALLATION DETAIL. B. POROUS BACKFILL SHALL COMPLY WITH IOWA DOT SECTION 4131. CHOKER STONE SHALL CONSIST OF GRADATION NO. 29, SIZE 8. C. ENGINEERED SOIL MIX SHALL MEET THE FOLLOWING REQUIREMENTS: 1) TOPSOIL: ASTM D 5268 TOPSOIL, WITH PH RANGE OF 5.5 TO 7, MINIMUM OF 6% ORGANIC MATERIAL CONTENT, FREE OF STONE 1 INCH OR LARGER. 2) ORGANIC MATTER: A PRODUCT OF PEAT MOSS, COMPOST OR LOCALLY AVAILABLE ORGANIC WASTE. ORGANIC MATTER SHOULD BE FREE FROM DEBRIS, WEED SEEDS, AND INSECTS OR DISEASES WHICH MAY BE HARMFUL TO INTENDED PLANTINGS. 3) SAND: CONCRETE SAND, SECTION 4110, GRADATION NO. 1. D. CONTRACTOR TO BLEND TOPSOIL, ORGANIC MATTER AND SAND IN THE FOLLOWING RATIOS TO FORM AMENDED SOIL MIXTURE: 10% ORGANIC MATTER, 75% SAND AND 15% TOPSOIL. E. SOIL REPORT TO BE SUBMITTED WITH 1 GALLON SAMPLE FOR APPROVAL OF MIX. F. EXCAVATION AND DISPOSAL OF EXCAVATED SOIL SHALL BE CONSIDERED INCIDENTAL. G. METHOD OF MEASUREMENT: EACH DRAINAGE WELL WILL BE COUNTED. H. BASIS OF PAYMENT: PAYMENT WILL BE MADE AT THE CONTRACT UNIT PRICE PER EACH. THIS ITEM INCLUDES ALL MATERIALS AND LABOR FOR COMPLETE INSTALLATION OF DRAINAGE WELL.
91	12040-108-X-2	<u>WOODCHIP/COMPOST DEBRIS REMOVAL</u> A. THIS ITEM INCLUDES REMOVAL OF EXISTING WOODCHIPS/ASH/DEBRIS LOCATED IN THE AREA FOR POND 1. A SEPARATE CONTRACTOR HAS BEEN HIRED BY THE CITY TO REMOVE THE EXISTING WOODCHIPS AND TREE DEBRIS. THIS ITEMS IS FOR ANY ADDITIONAL DEBRIS REMAINING THAT IS REQUIRED TO BE REMOVED. THE ITEM IS TO ESTABLISH A UNIT PRICE AND SHALL ONLY BE UTILIZED UPON APPROVAL FROM THE ENGINEER. THE CONTRACTOR SHALL PROPERLY DISPOSE OF ALL DEBRIS. THIS ITEMS INCLUDES SEPARATION OF ANY FOREIGN MATERIAL INCLUDING METAL IN THE EXISTING STOCKPILE LOCATION. ALL DEBRIS SHALL BE DISPOSED OF PROPERTY BY THE CONTRACTOR.
92	12040-108-X-3	<u>EDA SITE SIGN</u> A. THIS ITEM SHALL INCLUDE DESIGN, CONSTRUCTION, MAINTENANCE AND REMOVAL OF REQUIRED EDA SIGN INCLUDING POSTS AND FOOTINGS. REFER TO SUPPLEMENTAL SPECIFICATIONS FOR SIGN AND DESIGN REQUIREMENTS. REFER TO SHEET J.01 FOR LOCATION.

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104-10 08-01-08			
ADJUSTMENT OF FIXTURES			
No.	Location Station	Type of Fixture	Adjustment
1	10+50.83	SANITARY MANHOLE	MINOR 2.21'LT
2	10+51.67	SANITARY MANHOLE	MINOR 15.98'LT
3	10+63.71	WATER VALVE	ADJUST TO SURFACE 17.93'LT
4	10+64.07	WATER VALVE	ADJUST TO SURFACE 24.54'RT
5	12+70.06	SANITARY MANHOLE	MAJOR 4.47'RT
6	18+02.87	SANITARY MANHOLE	MAJOR 182.16'LT
7	23+35.53	SANITARY MANHOLE	MAJOR 366.16'LT
8	WOODLAND ST.	SANITARY MANHOLE	MINOR, NE OF BOX CULVERT B

SANITARY SEWER PIPES						
FROM STRUCTURE	TO STRUCTURE	PIPE DIA	Length	PIPE GRADE	START INV	END INV
MH - B	MH - A	12" PVC	73 LF	0.21%	854.33	854.18
MH - C	MH - B	12" PVC	350 LF	0.22%	855.08	854.33
MH - D	MH - C	12" PVC	305 LF	0.22%	855.75	855.08
MH - E	MH - D	12" PVC	305 LF	0.22%	856.42	855.75
MH - F	MH - E	12" PVC	304 LF	0.22%	857.09	856.42
MH - G	MH - F	12" PVC	400 LF	0.22%	857.97	857.09
MH - H	MH - G	12" PVC	151 LF	0.22%	858.30	857.97

Structure Table			
Structure Name	Structure Details	HEIGHT	SUMP/INV
MH - D	RIM = 870.087 SUMP = 855.750 Pipe - (4) INV IN = 855.750 Pipe - (5) INV OUT = 855.751	14.34	855.75
MH - E	RIM = 869.802 SUMP = 856.420 Pipe - (3) INV IN = 856.420 Pipe - (4) INV OUT = 856.421	13.38	856.42
MH - G	RIM = 869.442 SUMP = 857.970 Pipe - (1) (1) INV IN = 857.970 Pipe - (2) INV OUT = 857.970	11.47	857.97
MH - H	RIM = 868.938 SUMP = 858.303 Pipe - (1) (1) INV OUT = 858.303	10.64	858.30
MH - C	RIM = 868.542 SUMP = 855.080 Pipe - (5) INV IN = 855.080 Pipe - (6) INV OUT = 855.085	13.46	855.08
MH - F	RIM = 868.251 SUMP = 857.089 Pipe - (2) INV IN = 857.090 Pipe - (3) INV OUT = 857.089	11.16	857.09
MH - B	RIM = 866.895 SUMP = 854.330 Pipe - (6) INV IN = 854.330 Pipe - (6) (1) INV OUT = 854.330	12.56	854.33
MH - A	RIM = 866.809 SUMP = 854.180 Pipe - (6) (1) INV IN = 854.180	12.63	854.18

STORM SEWER PIPES						
FROM STRUCTURE	TO STRUCTURE	PIPE DIA	Length	PIPE GRADE	START INV	END INV
BOX CULVERT A			138 LF	0.00%	860.00	860.00
BOX CULVERT B			138 LF	0.00%	860.00	860.00
6' X 3' BOX CULVERT			90 LF	0.00%	862.00	862.00
IN - 1	IN - 3	12" RCP	34 LF	0.20%	863.72	863.65
IN - 2	IN - 1	12" RCP	31 LF	0.19%	863.78	863.72
IN - 3	IN - 5	12" RCP	35 LF	0.20%	863.65	863.58
IN - 4	IN - 3	12" RCP	58 LF	0.20%	863.77	863.65
IN - 5	IN - 7	12" RCP	260 LF	0.20%	863.58	863.06
IN - 5	IN - 7	12" RCP	260 LF	0.20%	863.58	863.06
IN - 6	IN - 5	12" RCP	59 LF	0.21%	863.71	863.59
IN - 7	FES - 1	28"X14"	33 LF	0.18%	863.06	863.00
IN - 8	IN - 7	15" RCP	31 LF	0.50%	863.22	863.06
IN - 9	IN - 7	28"X14"	171 LF	0.20%	863.40	863.06
IN - 10	IN - 9	15" RCP	31 LF	0.50%	863.66	863.50
IN - 11	IN - 9	18" RCP	200 LF	0.20%	863.90	863.50
IN - 12	IN - 11	15" RCP	31 LF	0.50%	864.15	864.00
IN - 13	IN - 11	18" RCP	200 LF	0.20%	864.40	864.00
IN - 14	IN - 13	15" RCP	31 LF	0.50%	864.66	864.50
IN - 15	IN - 17	15" RCP	201 LF	0.20%	864.64	864.24
IN - 16	IN - 15	15" RCP	43 LF	0.50%	864.96	864.74
IN - 17	MH - 1	18" RCP	109 LF	0.29%	864.14	863.82
IN - 18	IN - 17	15" RCP	65 LF	0.50%	864.57	864.24
IN - 19	FES - 2	36"X22"	129 LF	0.20%	863.61	863.35
IN - 20	IN - 19	15" RCP	45 LF	0.50%	863.94	863.71
IN - 21	IN - 23	15" RCP	175 LF	0.50%	865.60	864.73
IN - 22	IN - 21	15" RCP	55 LF	0.50%	865.98	865.70
IN - 23	IN - 25	15" RCP	225 LF	0.50%	864.63	863.50
IN - 24	IN - 23	15" RCP	31 LF	0.50%	864.89	864.73
IN - 25	BOX CULVERT	15" RCP	190 LF	0.47%	863.40	862.50
IN - 26	IN - 25	15" RCP	31 LF	0.50%	863.66	863.50
IN - 27	BOX CULVERT	15" RCP	22 LF	0.60%	862.63	862.50
IN - 28	IN - 27	15" RCP	31 LF	0.50%	862.88	862.73
IN - 29	IN - 27	15" RCP	132 LF	0.60%	863.52	862.73
IN - 30	IN - 29	15" RCP	31 LF	0.50%	863.77	863.62
IN - 31	IN - 29	15" RCP	150 LF	0.60%	864.52	863.62
IN - 32	IN - 31	15" RCP	31 LF	0.50%	864.78	864.62
IN - 33	IN - 35	18" RCP	154 LF	0.20%	864.23	863.92
IN - 34	IN - 33	15" RCP	40 LF	0.20%	864.31	864.23
IN - 35	MH - 1	28"X14"	48 LF	0.20%	863.92	863.82
IN - 36	IN - 35	22"X13"	66 LF	0.20%	864.05	863.92
MH - 1	IN - 19	28"X14"	107 LF	0.20%	863.82	863.61

STORM SEWER STRUCTURES						
Struc NO.	STATION	OFFSET	TYPE	RIM/FG ELEV	OUTLET ELEV	SUMP ELEV
FES - 1	13+24.27	48.21' R	Storm, Flared End Section, 29"X18"		864.88	
FES - 2	28+44.16	19.02' R	Storm, Flared End Section, 37"X23"		865.64	
IN - 1	10+04.20	15.51' R	SW-507 N	866.05	863.72	862.05
IN - 2	10+04.16	-15.49' L	SW-507 N	865.84	863.78	861.84
IN - 3	10+34.79	30.92' R	SW-507 N	865.88	863.65	861.88
IN - 4	10+32.45	-26.61' L	SW-507 N	865.88	863.77	861.88
IN - 5	10+69.56	30.88' R	SW-507 N	865.96	863.58 863.58	861.96
IN - 6	10+71.15	-27.64' L	SW-507 N	866.04	863.71	862.04
IN - 7	13+29.00	15.50' R	SW-510 N	866.59	863.06	862.59
IN - 8	13+29.00	-15.50' L	SW-509 N	866.59	863.22	862.59
IN - 9	15+00.00	15.50' R	SW-508 N	867.38	863.40	863.38
IN - 10	15+00.00	-15.50' L	SW-507 N	867.38	863.66	863.38
IN - 11	17+00.00	15.50' R	SW-507 N	868.40	863.90	863.90
IN - 12	17+00.00	-15.50' L	SW-507 N	868.40	864.15	864.15
IN - 13	19+00.00	15.50' R	SW-507 N	869.41	864.40	864.40
IN - 14	19+00.00	-15.50' L	SW-507 N	869.41	864.66	864.66
IN - 15	23+00.00	21.64' R	SW-507 N	869.34	864.64	864.64
IN - 16	23+00.00	-21.64' L	SW-507 N	869.28	864.96	864.96
IN - 17	25+00.00	38.00' R	SW-507 N	867.98	864.14	863.98
IN - 18	25+00.00	-27.00' L	SW-507 N	868.15	864.57	864.15
IN - 19	27+15.47	18.44' R	SW-510 N	867.23	863.61	863.23
IN - 20	27+15.47	-27.00' L	SW-507 N	867.07	863.94	863.07
IN - 21	102+00.00	15.50' R	SW-507 N	871.25	865.60	865.60
IN - 22	102+00.00	-40.00' L	SW-507 N	870.76	865.98	865.98
IN - 23	103+75.00	15.50' R	SW-507 N	869.11	864.63	864.63
IN - 24	103+75.00	-15.50' L	SW-507 N	869.11	864.89	864.89
IN - 25	106+00.00	15.50' R	SW-507 N	867.89	863.40	863.40
IN - 26	105+99.99	-15.50' L	SW-507 N	867.89	863.66	863.66
IN - 27	108+18.00	15.50' R	SW-509 N	866.78	862.63	862.63
IN - 28	108+18.00	-15.50' L	SW-509 N	866.78	862.88	862.88
IN - 29	109+50.00	15.50' R	SW-507 N	867.41	863.52	863.41
IN - 30	109+50.00	-15.50' L	SW-507 N	867.41	863.77	863.41
IN - 31	111+00.00	15.50' R	SW-507 N	868.22	864.52	864.22
IN - 32	111+00.00	-15.50' L	SW-507 N	868.22	864.78	864.22
IN - 33	114+99.09	19.81' R	SW-507 N	868.23	864.23	864.23
IN - 34	114+99.09	-19.81' L	SW-507 N	868.13	864.31	864.31
IN - 35	116+52.72	32.66' R	SW-510 N	867.00	863.92	863.00
IN - 36	116+41.41	-32.72' L	SW-509 N	867.06	864.05	863.06
MH - 1	26+08.62	28.14' R	SW-401 N	867.57	863.82	863.57

DIV. 1 - RISE
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DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



1519 BALTIMORE DRIVE
AMES, IOWA 50010
Phone: (515) 233-6100
Email: Ames@bolton-menk.com
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DESIGNED	TLB	REV	DESCRIPTION	DATE
DRAWN	TLB			
CHECKED	GAB			
CLIENT PROJ. NO.	A13.119531			

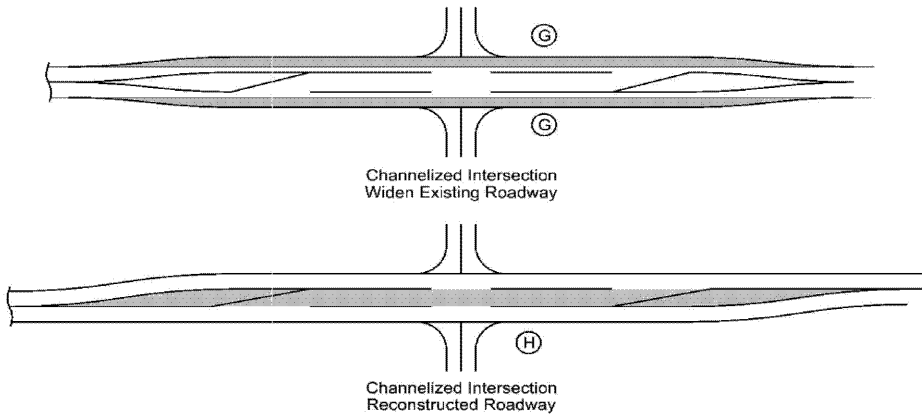
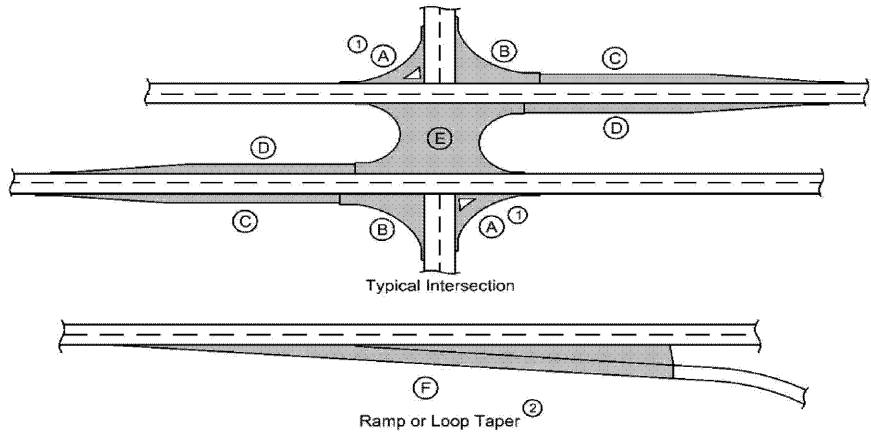
CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION

TABULATIONS

SHEET

C.07

PCC PAVEMENT



- ① Does not include raised island area or curb. Refer to tabulation 112-4 for quantities.
② Refer to PV-410, PV-411, PV-412, and PV-414.
③ Quantity includes Pavement Header.

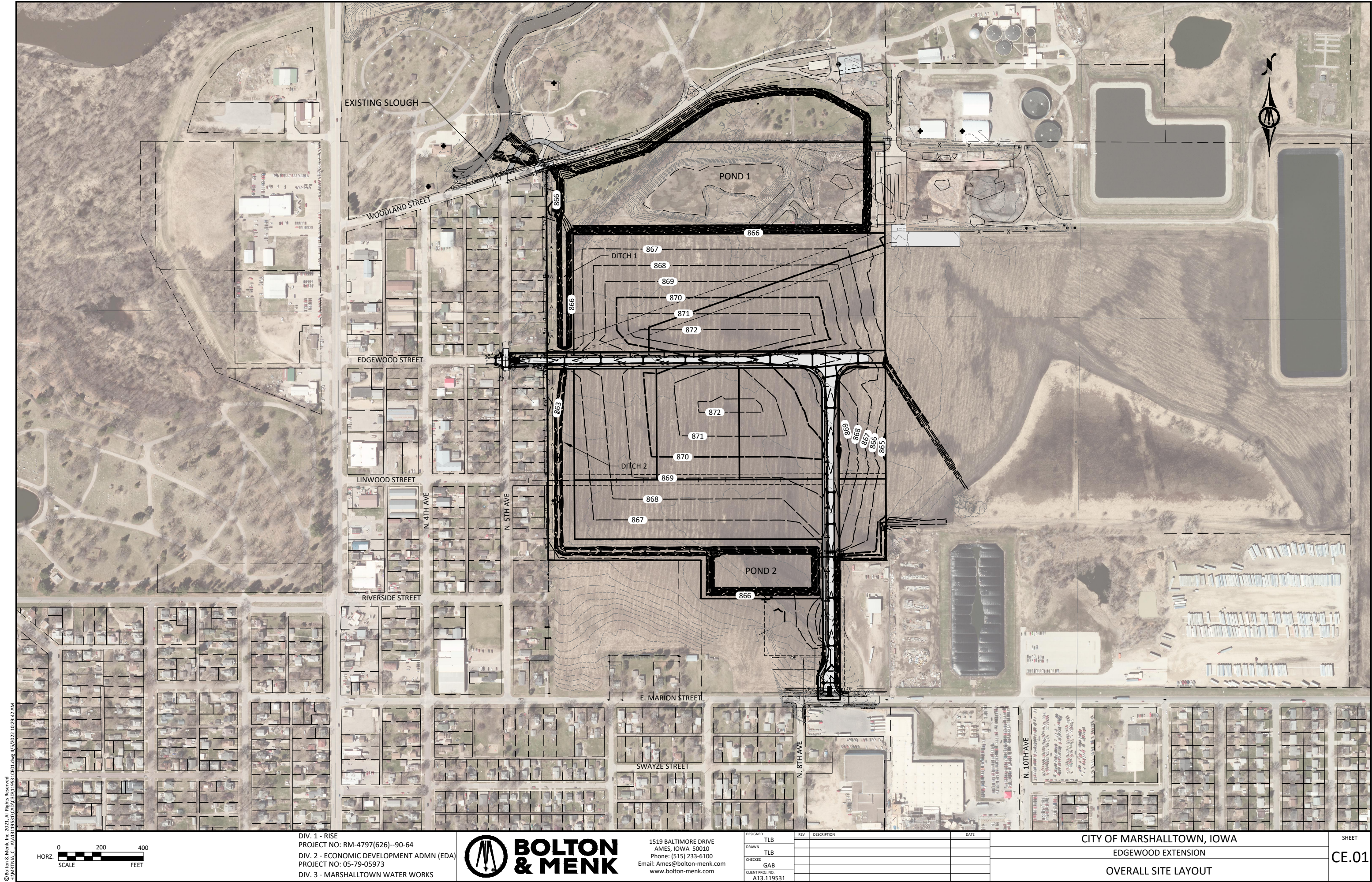
Road Identification	Location			Mainline			Area (3)								Total Area By Pavement Thickness		Special Backfill	Modified Subbase	Granular Subbase	Remarks
	Direction of Travel	Station to Station		Width	Length	Area	(1) A B C D E (2) F G H													
							SY		8 IN	10% IN										
							FT	FT			SY	SY	SY	SY	SY	SY	SY	SY		
EDGEWOOD STREET	EB/WB	9+96.18	22+35.96	31.0	1239.8	4270.4	4270.4													
EDGEWOOD STREET	EB/WB	22+35.96	27+66.27	31.0	530.3	1826.7	1826.7													
EDGEWOOD STREET	WB	22+35.96	27+66.27	VAR	530.3	600.7			600.7											
EDGEWOOD STREET	EB	22+35.96	27+66.22	VAR	530.3	515.6			515.6											
NORTH 8TH AVENUE	NB/SB	101+32.73	103+61.67	31.0	228.9	788.6	788.6													
NORTH 8TH AVENUE	SB	101+32.82	103+61.67	VAR	228.9	399.4			399.4											
NORTH 8TH AVENUE	SB	101+32.91	101+65.51	VAR	32.6	30.1			30.1											
NORTH 8TH AVENUE	NB	101+32.64	101+95.82	VAR	63.2	119.4			119.4											
NORTH 8TH AVENUE	NB/SB	103+61.67	114+05.06	31.0	1043.4	3593.9	3593.9													
NORTH 8TH AVENUE	NB/SB	114+05.06	117+01.56	31.0	296.5	1021.3	1021.3													
NORTH 8TH AVENUE	NB	114+05.06	117+01.57	VAR	296.5	331.6			331.6											
NORTH 8TH AVENUE	SB	114+05.06	117+01.57	VAR	296.5	453.2			453.2											
NORTH 5TH AVENUE	NB/SB	301+20.15	301+52.58	VAR	32.4	111.5	111.5													
NORTH 5TH AVENUE	NB	301+27.67	301+52.58	VAR	24.9	14.9			14.9											
NORTH 5TH AVENUE	SB	301+27.63	301+52.59	VAR	25.0	14.9			14.9											
NORTH 5TH AVENUE	NB/SB	301+83.58	302+25.46	VAR	41.9	143.9	143.9													
NORTH 5TH AVENUE	NB	301+83.58	302+08.62	VAR	25.0	14.9			14.9											
NORTH 5TH AVENUE	SB	301+83.61	302+08.61	VAR	25.0	15.0			15.0											
WOODLAND STREET	EB/WB	N/A	N/A	VAR	92.0	338.9	338.9													

LONGITUDINAL SUBDRAIN SHOULDER AND BACKSLOPE

Refer to Soils Sheets

* Not a bid item. Bridge berm quantities assume a trench depth of 24 inches.

Location					Longitudinal Subdrain (DR-303)								Subdrain Outlet		Porous* Backfill	Class "A"* Crushed Stone	Remarks
Line No.	Road or Lane Identification	Station to Station		Side	Depth	Shoulder		Backslope		Bridge Berm (EW-203 or EW-204)			DR-303, DR-305 or DR-306				
					D	Size	Length	Size	Length	Standard Road Plan and Type	Size	Length	Station	Standard Road Plan and Type			
1	EDGEWOOD STREET	10+74.79	13+22.51	LT	24.0	4.0	249.0						13+22.51	DR-306	11.5		
2	EDGEWOOD STREET	13+27.51	14+97.49	LT	24.0	4.0	170.0						13+27.51	DR-306	7.9		
3	EDGEWOOD STREET	15+02.50	16+97.49	LT	24.0	4.0	195.0						15+02.50	DR-306	9.0		
4	EDGEWOOD STREET	17+02.56	18+97.51	LT	24.0	4.0	195.0						17+02.56	DR-306	9.0		
5	EDGEWOOD STREET	19+02.00	21+00.29	RT	24.0	4.0	198.0						19+02.00	DR-306	9.2		
6	EDGEWOOD STREET	19+02.50	21+00.29	LT	24.0	4.0	198.0						19+02.50	DR-306	9.2		
7	EDGEWOOD STREET	21+00.29	22+98.51	RT	24.0	4.0	198.0						22+98.51	DR-306	9.2		
8	EDGEWOOD STREET	21+00.29	27+12.97	LT	24.0	4.0	210.5						27+12.97	DR-306	9.7		
9	NORTH 8TH AVENUE	102+02.55	103+72.50	LT	24.0	4.0	173.0						103+72.50	DR-306	8.0		
10	NORTH 8TH AVENUE	103+77.49	105+97.49	LT	24.0	4.0	220.0						105+97.49	DR-306	10.2		
11	NORTH 8TH AVENUE	106+02.49	107+90.33	LT	24.0	4.0	188.0						107+90.33	DR-306	8.7		
12	NORTH 8TH AVENUE	107+96.33	109+47.50	LT	24.0	4.0	151.0						107+96.33	DR-306	7.0		
13	NORTH 8TH AVENUE	109+52.50	113+00.75	LT	24.0	4.0	198.0						109+52.50	DR-306	9.2		
14	NORTH 8TH AVENUE	113+00.75	116+39.29	LT	24.0	4.0	138.5						116+39.29	DR-306	6.4		



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DIV. 1 - RISE
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DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



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AMES, IOWA 50010
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Email: Ames@bolton-menk.com
www.bolton-menk.com

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CHECKED			
GAB			
CLIENT PROJ. NO.			
A13.119531			

CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
OVERALL SITE LAYOUT

SHEET
CE.01

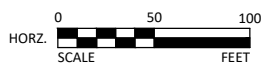
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	STABILIZED CONSTRUCTION ENTRANCE
	DROP IN INLET PROTECTION
	CONCRETE WASHOUT
	DRAINAGE ARROWS
	SEEDING
	TEMPORARY RECP

INSTALL SILT FENCE

N. 5TH AVE

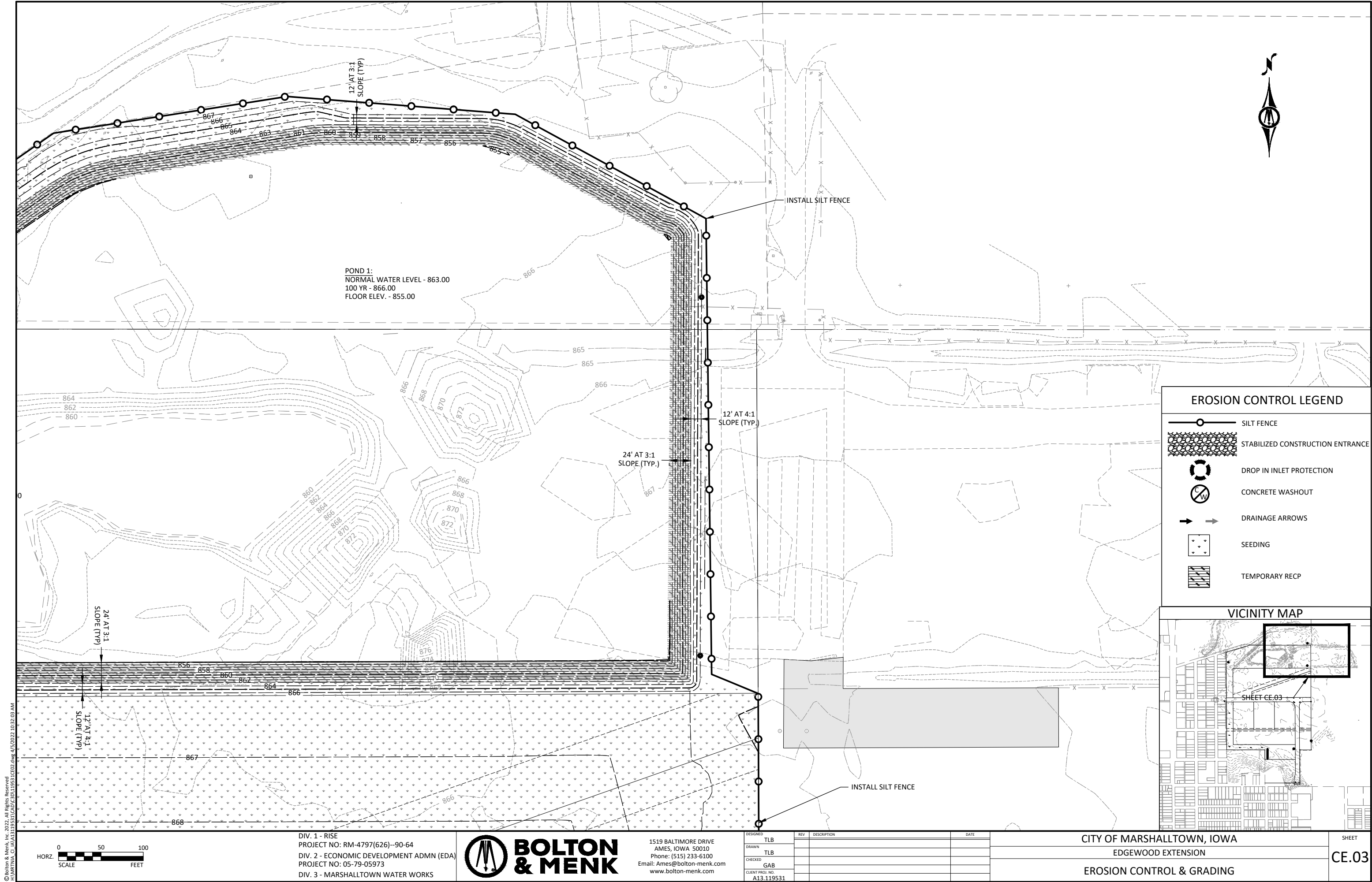
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SLOPE (TYP)

SHEET CE.02


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SHEET
CE.02



EROSION CONTROL LEGEND

SILT FENCE

STABILIZED CONSTRUCTION ENTRANCE

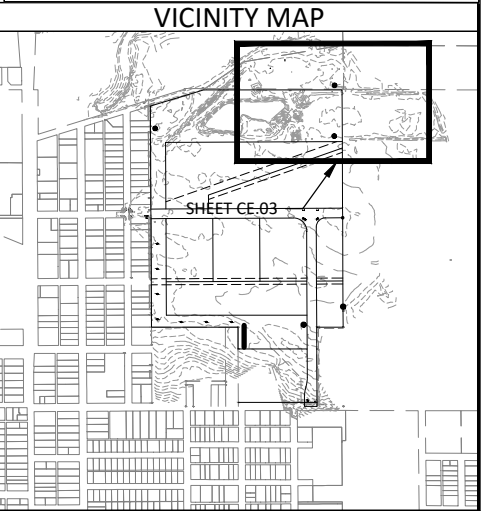
DROP IN INLET PROTECTION

CONCRETE WASHOUT

DRAINAGE ARROWS

SEEDING

TEMPORARY RECP



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DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
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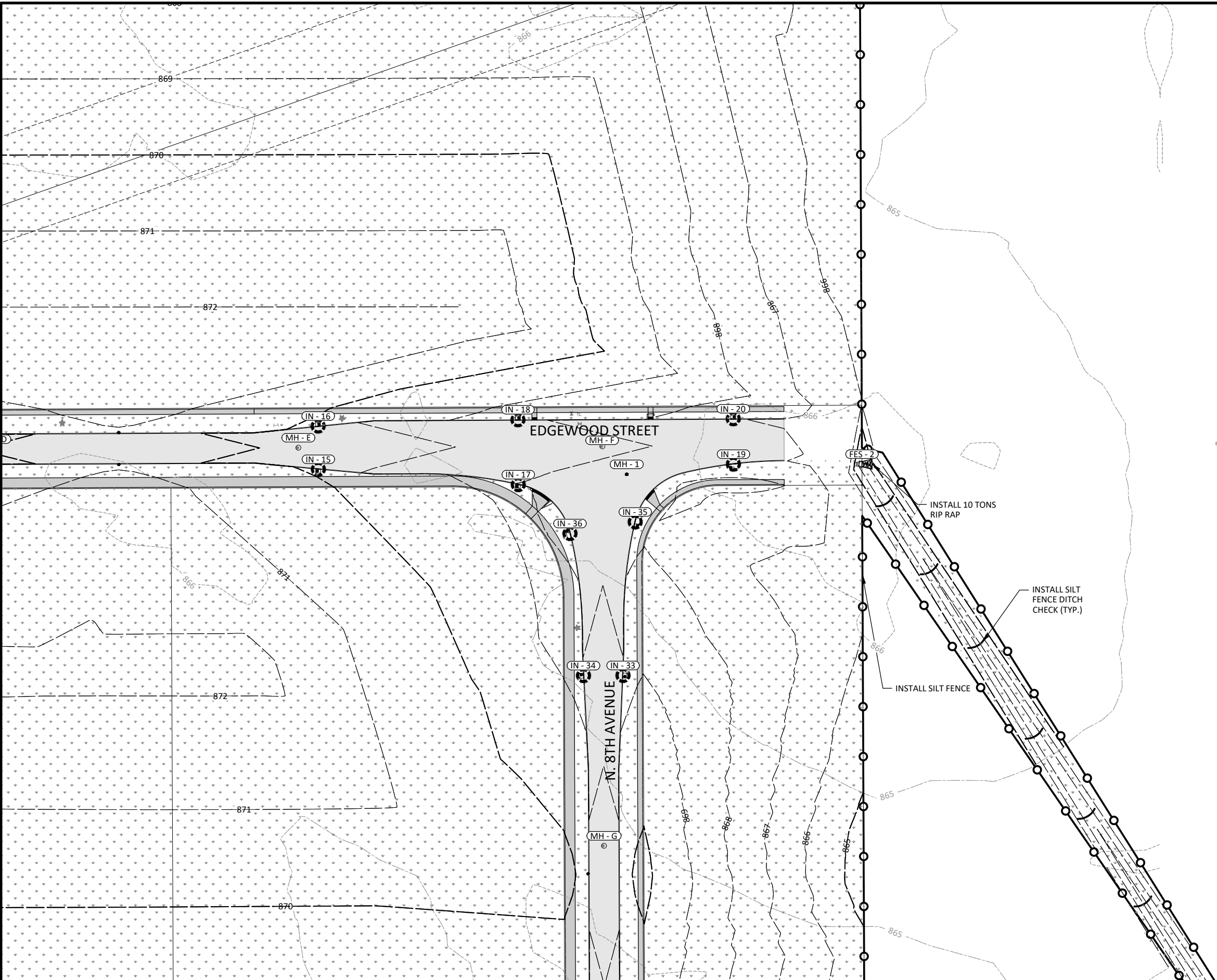
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
EROSION CONTROL & GRADING

SHEET
CE.03

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EROSION CONTROL LEGEND

- SILT FENCE
- STABILIZED CONSTRUCTION ENTRANCE
- DROP IN INLET PROTECTION
- CONCRETE WASHOUT
- DRAINAGE ARROWS
- SEEDING
- TEMPORARY RECP

VICINITY MAP



DIV. 1 - RISE
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PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
EROSION CONTROL & GRADING

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CE.05

EROSION CONTROL LEGEND



SILT FENCE



STABILIZED CONSTRUCTION ENTRANCE



DROP IN INLET PROTECTION



CONCRETE WASHOUT



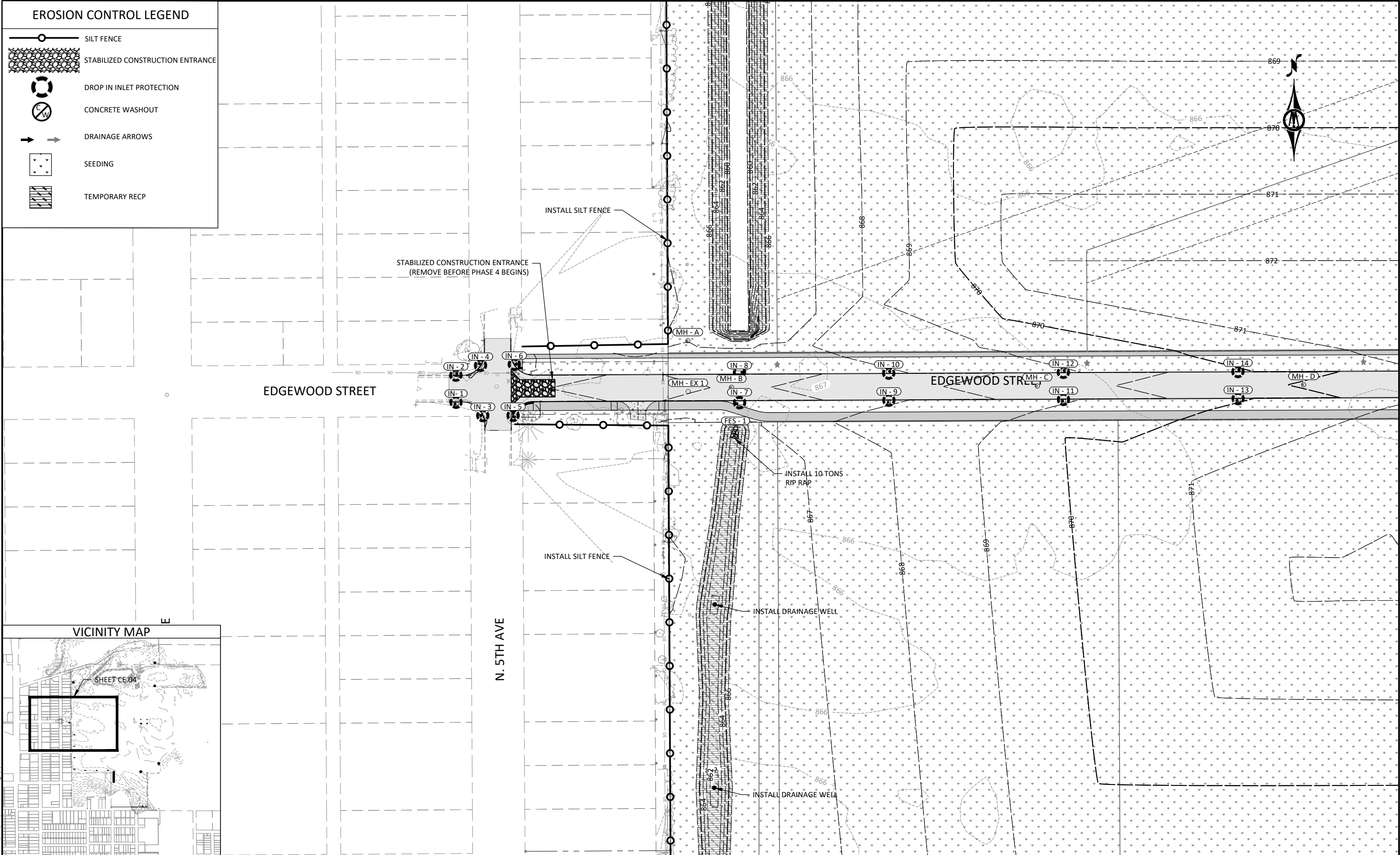
DRAINAGE ARROWS



SEEDING



TEMPORARY RECP



EROSION CONTROL LEGEND



SILT FENCE



STABILIZED CONSTRUCTION ENTRANCE



DROP IN INLET PROTECTION



CONCRETE WASHOUT



DRAINAGE ARROWS



SEEDING



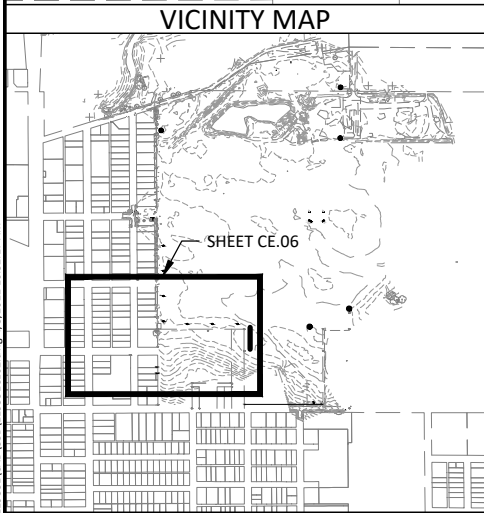
TEMPORARY RECP

LINWOOD STREET

N. 4TH AVE

N. 5TH AVE

RIVERSIDE STREET



DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
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PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS

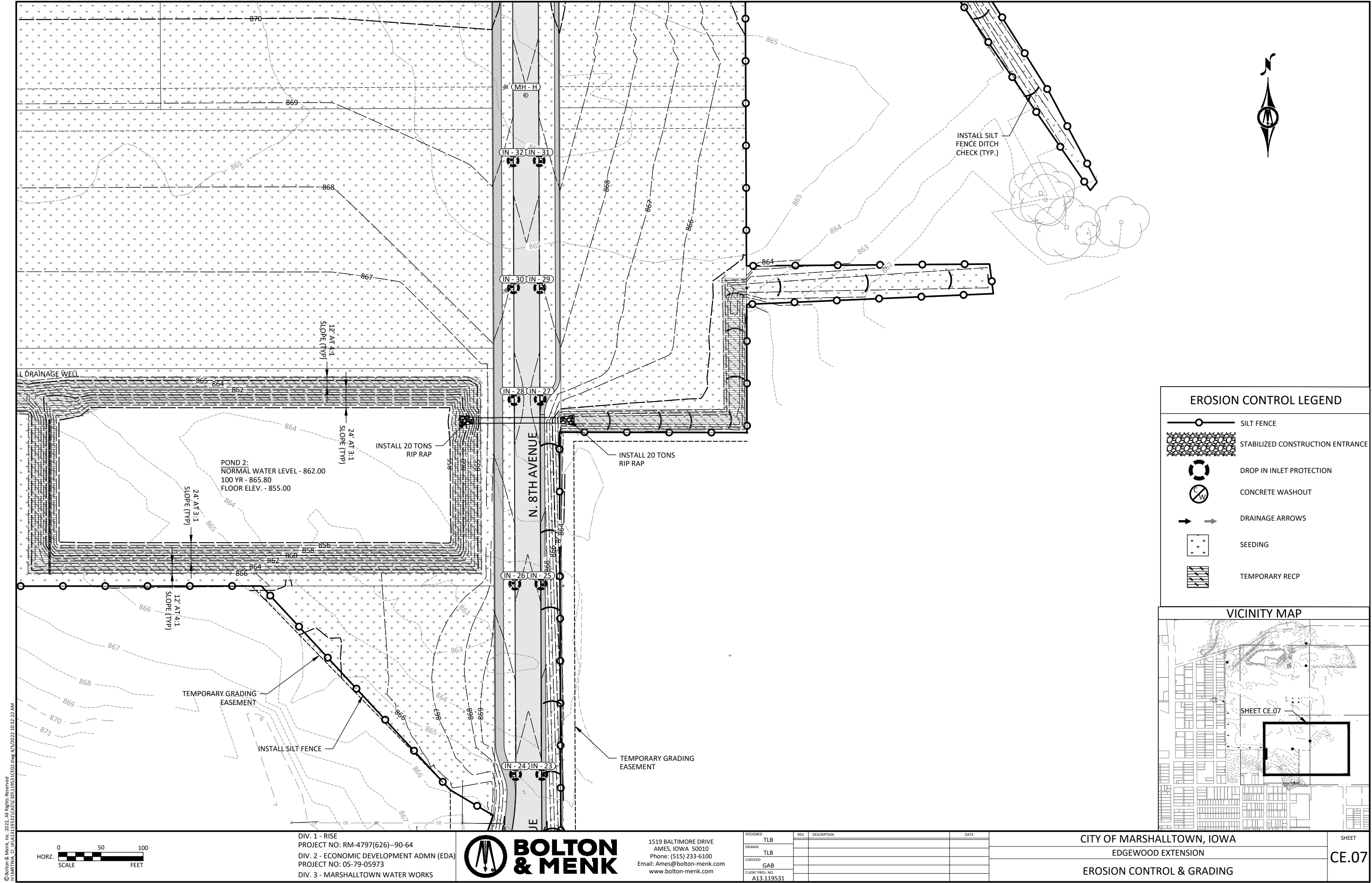


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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
EROSION CONTROL & GRADING

SHEET
CE.06



EROSION CONTROL LEGEND

SILT FENCE

STABILIZED CONSTRUCTION ENTRANCE

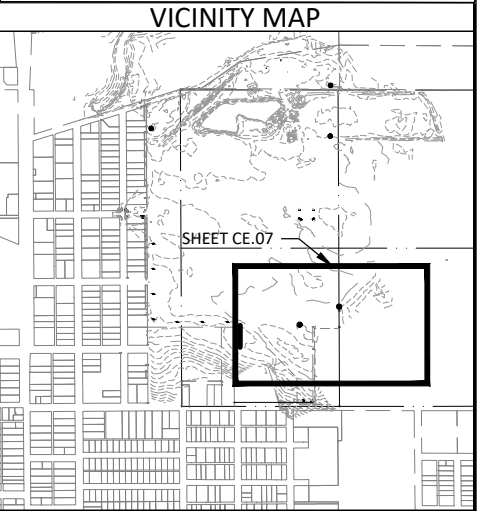
DROP IN INLET PROTECTION

CONCRETE WASHOUT

DRAINAGE ARROWS

SEEDING

TEMPORARY RECP



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DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS

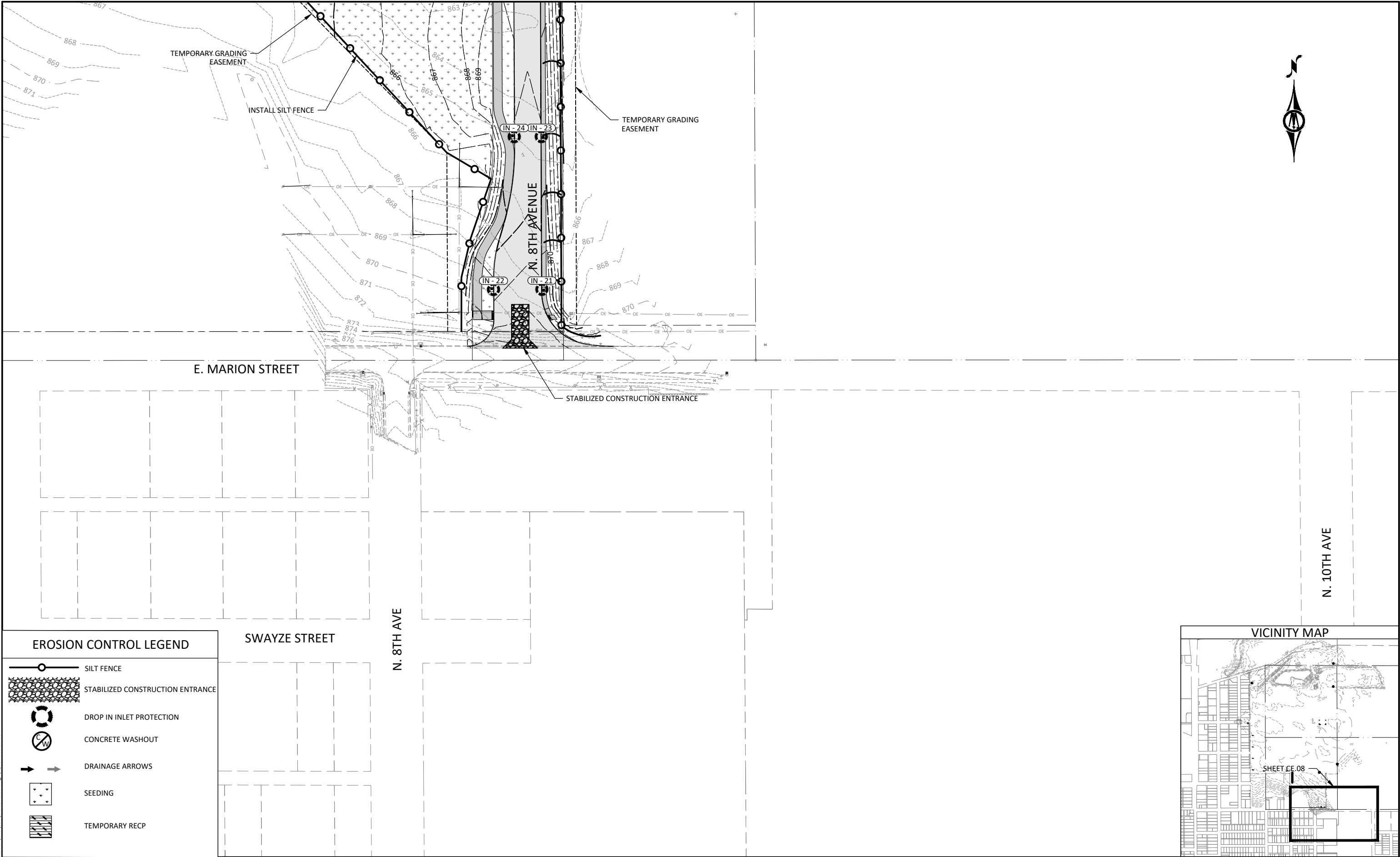


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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
EROSION CONTROL & GRADING

SHEET
CE.07



EROSION CONTROL LEGEND

SILT FENCE

STABILIZED CONSTRUCTION ENTRANCE

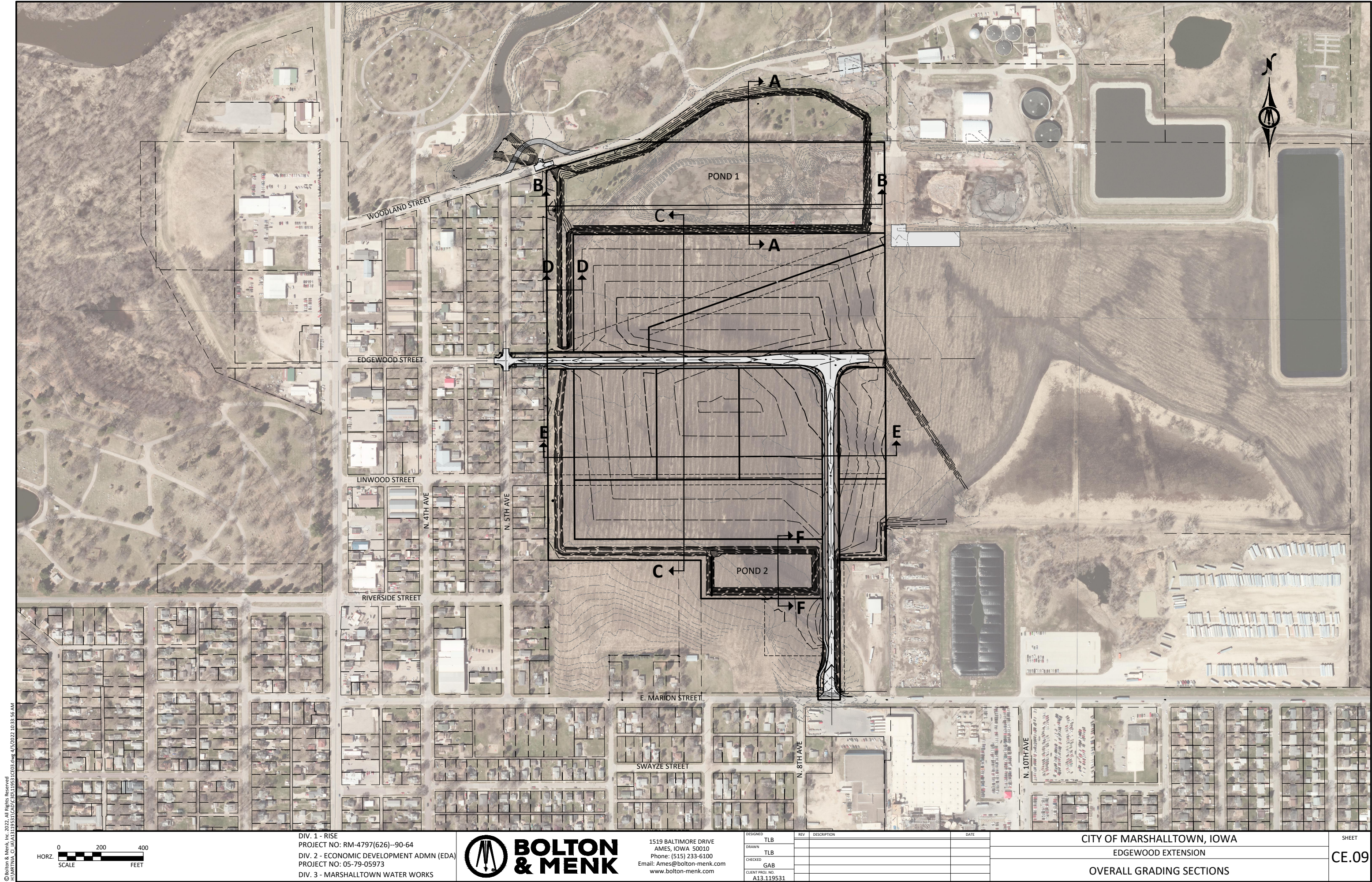
DROP IN INLET PROTECTION

CONCRETE WASHOUT

DRAINAGE ARROWS

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HORZ. SCALE
0 200 400
FEET

DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



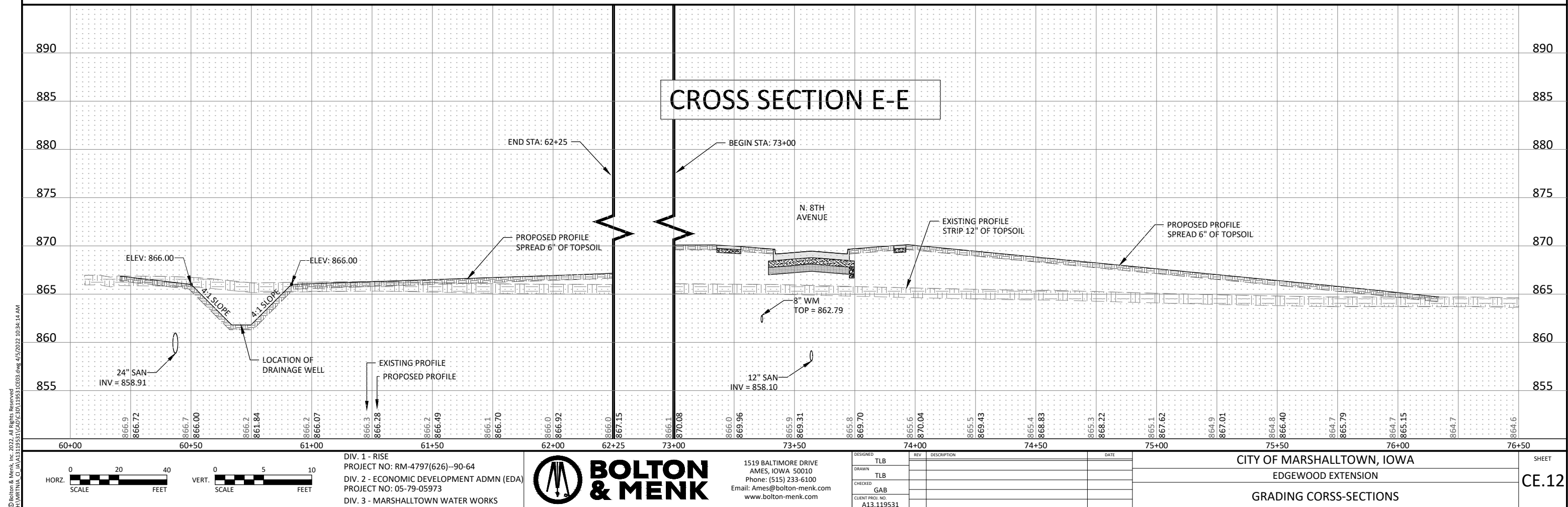
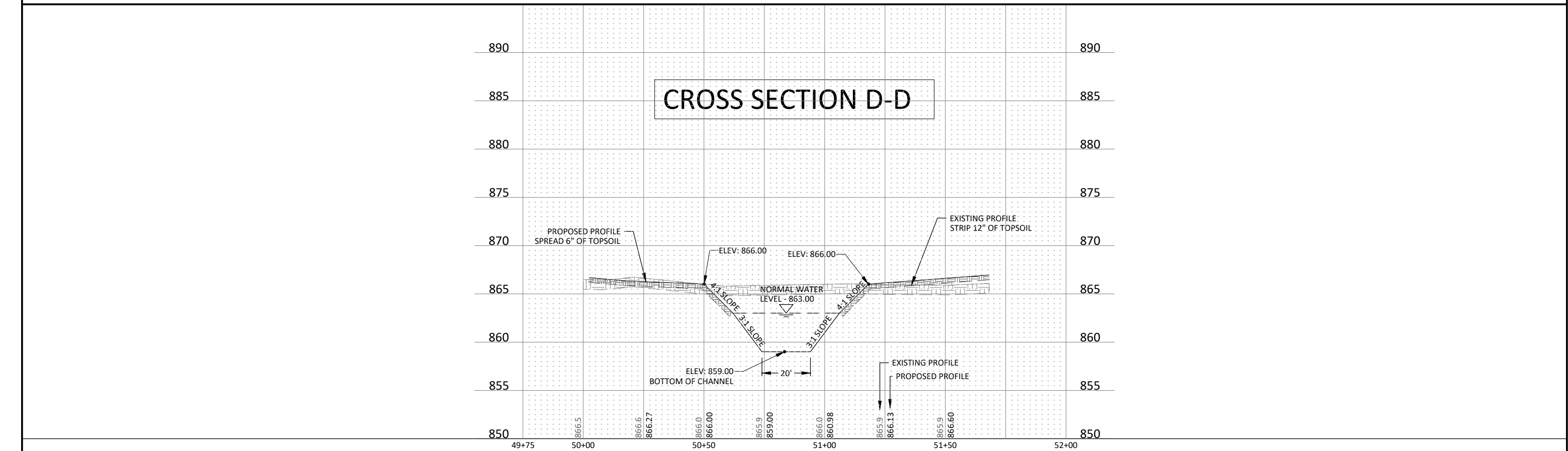
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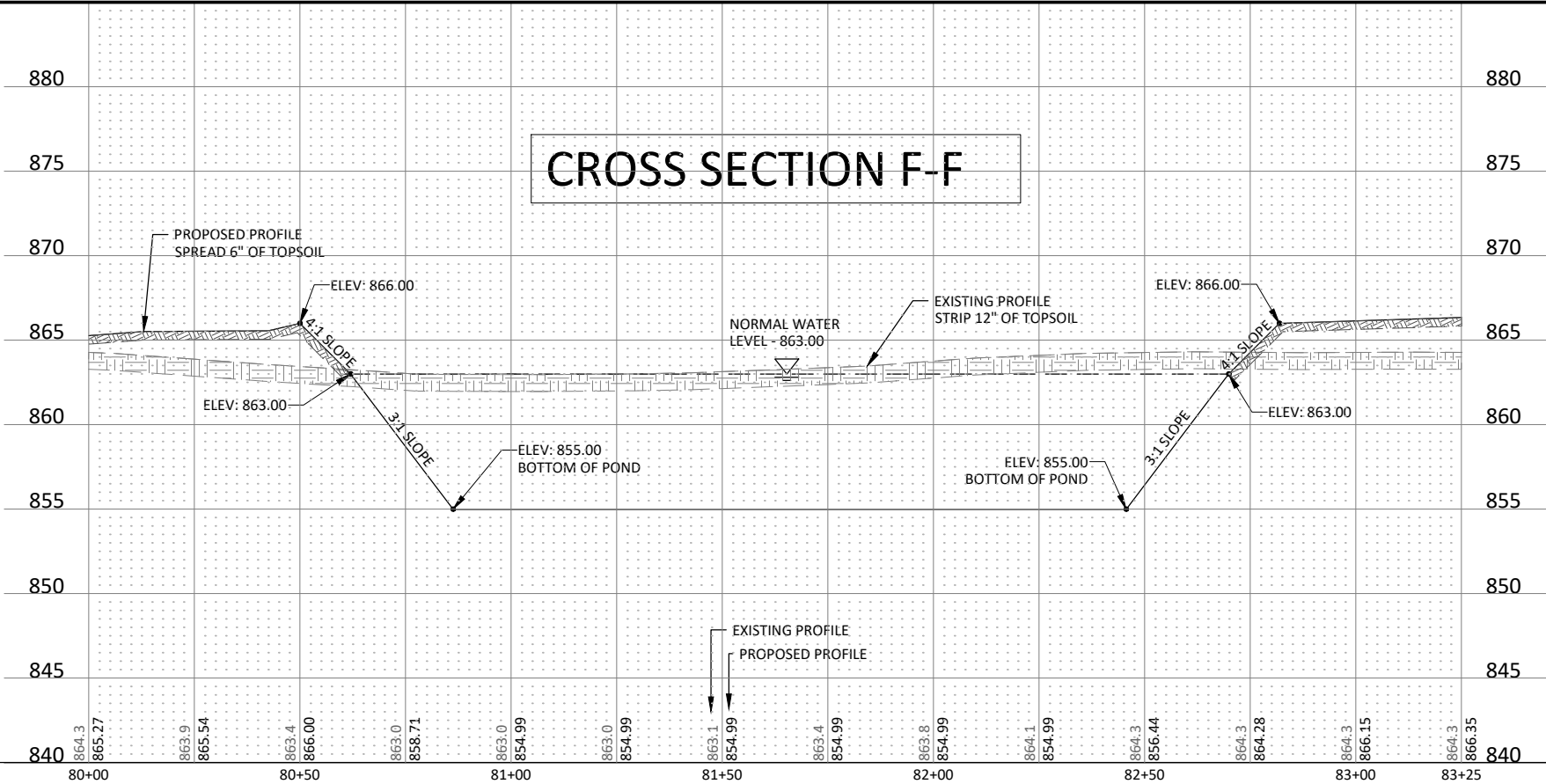
DESIGNED	REV	DESCRIPTION	DATE
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DRAWN			
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CLIENT PROJ. NO.			
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
OVERALL GRADING SECTIONS

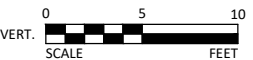
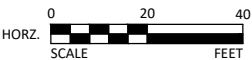
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DIV. 1 - RISE
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PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS

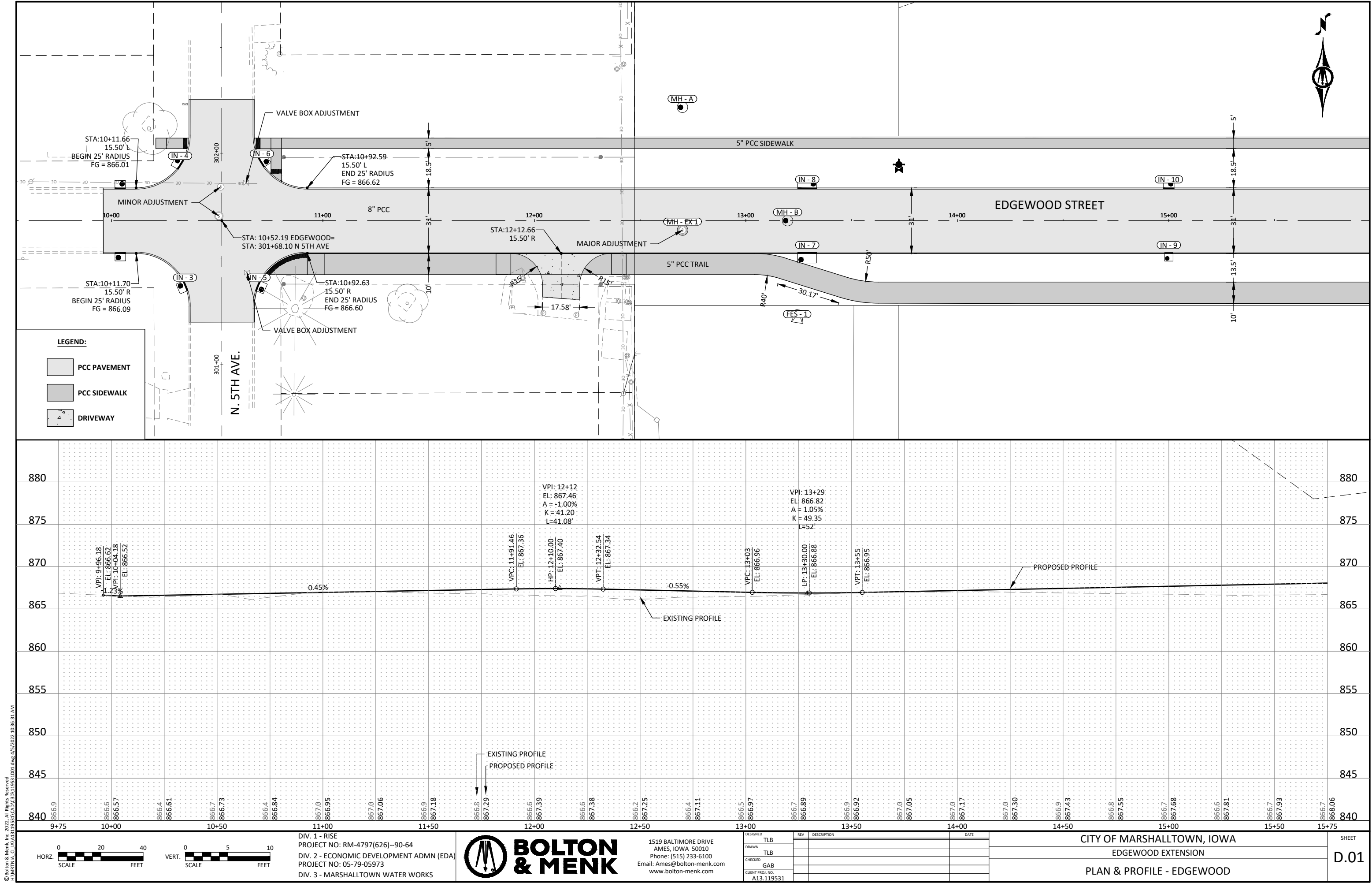


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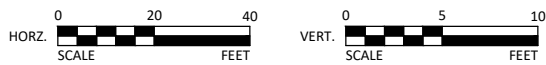
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
GRADING CORSS-SECTIONS

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DIV. 1 - RISE
PROJECT NO: RM-4797(626)-90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS

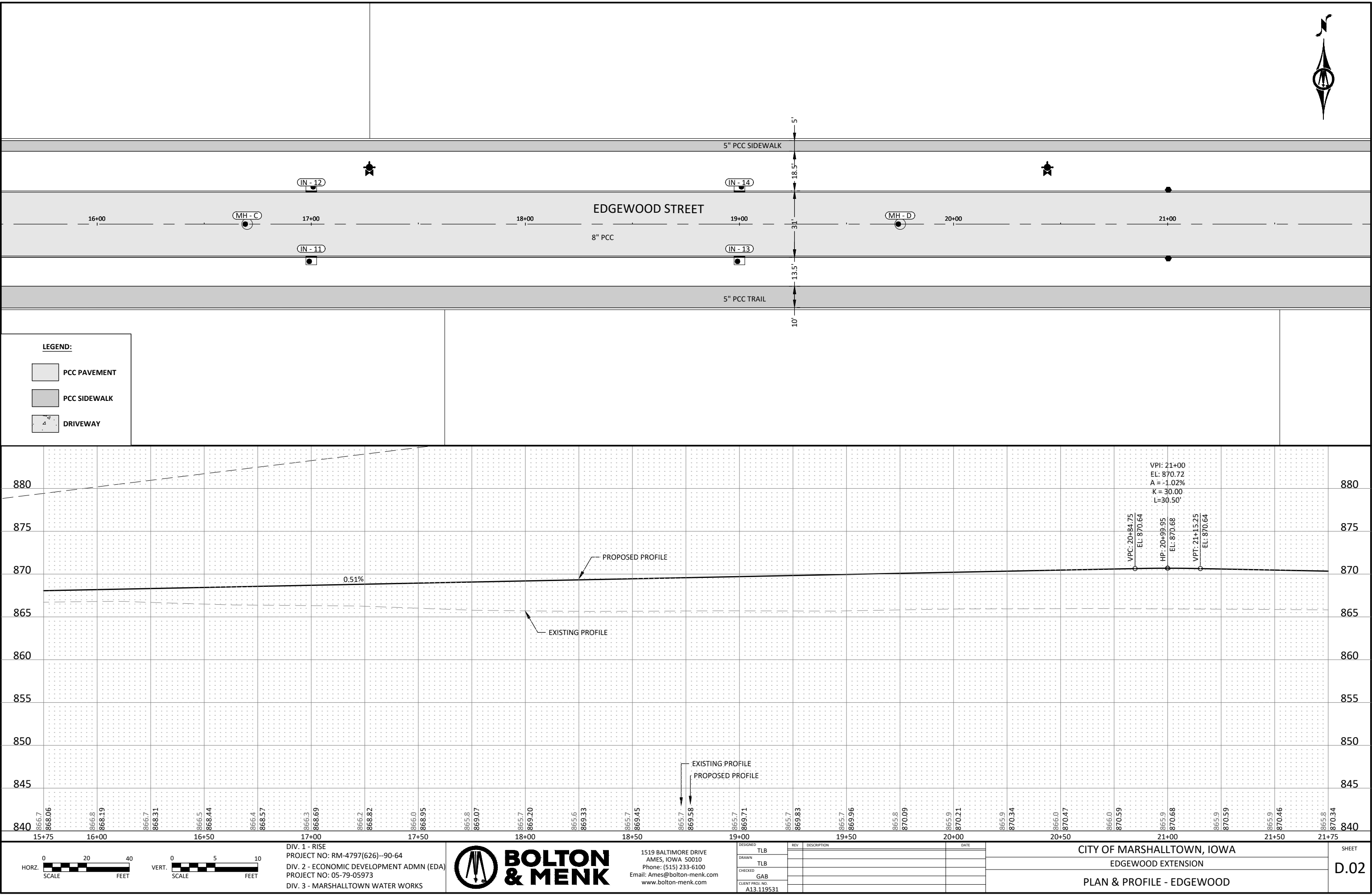


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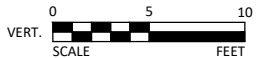
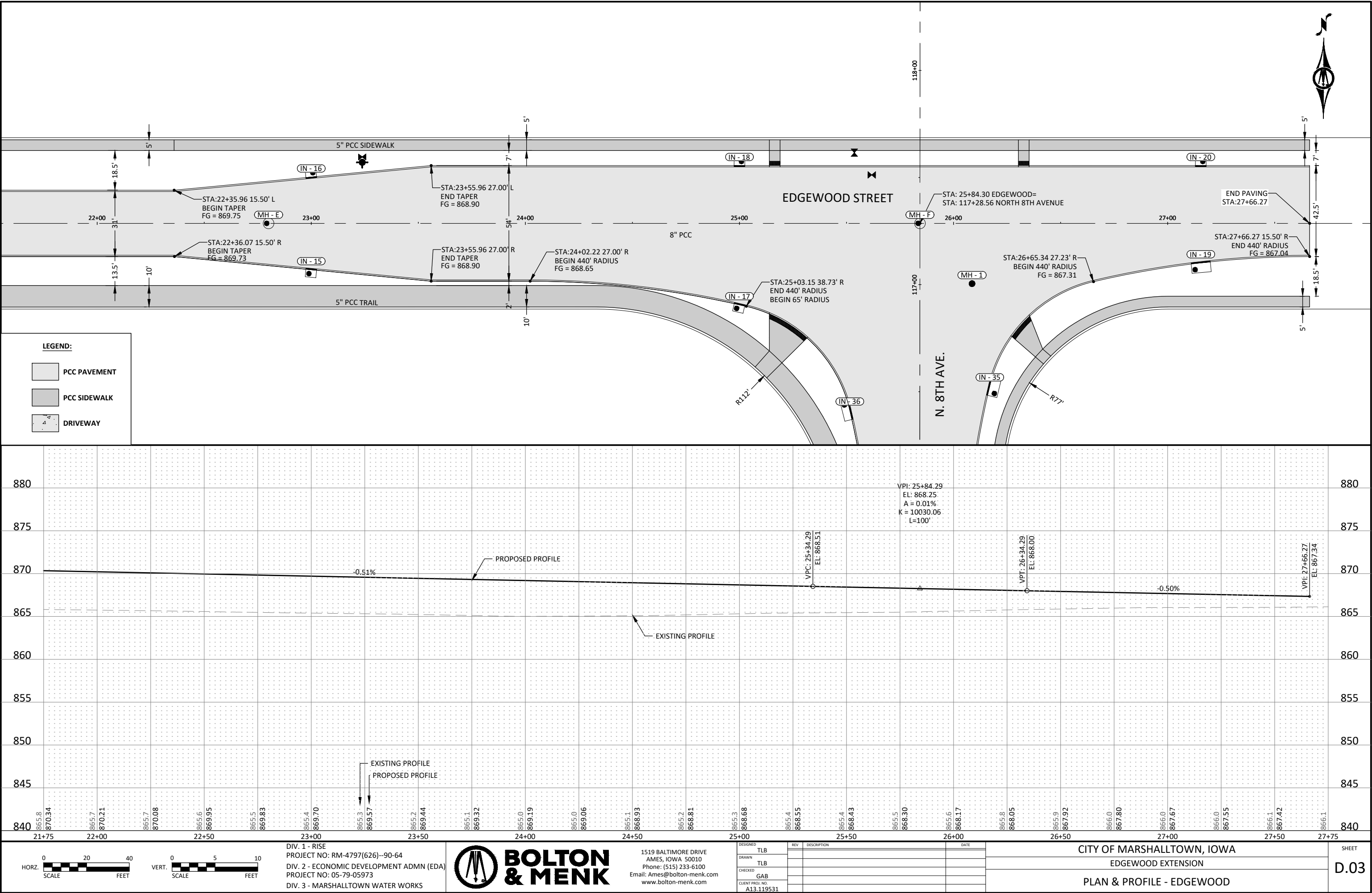
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
PLAN & PROFILE - EDGEWOOD

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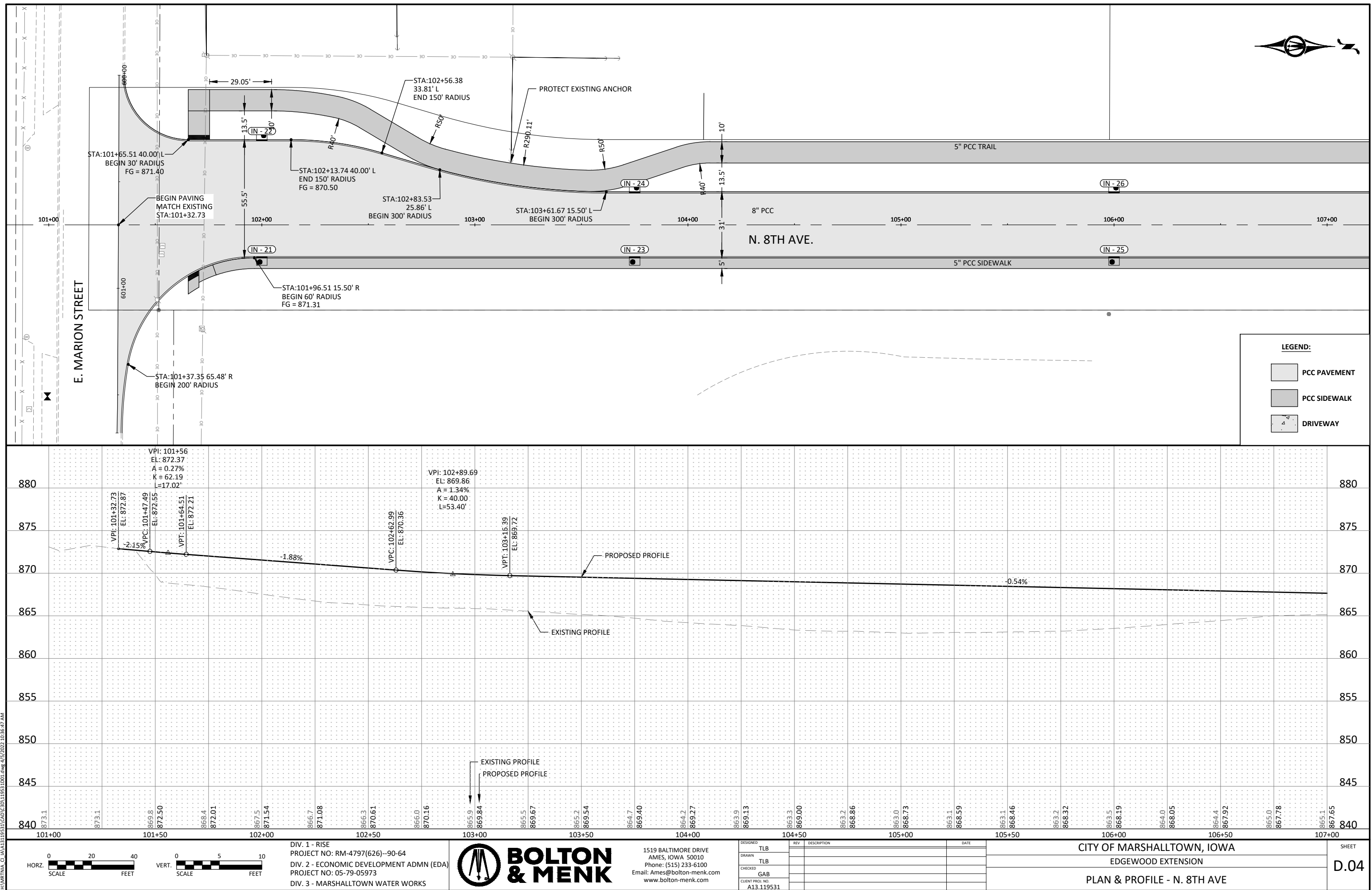


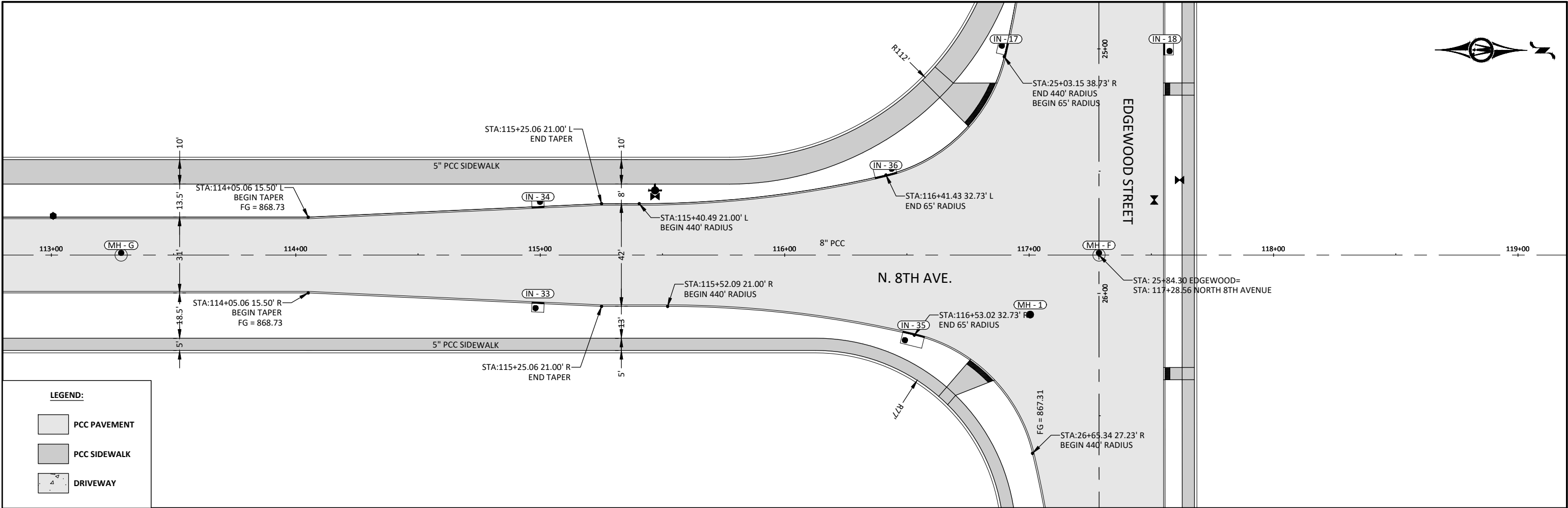
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
PLAN & PROFILE - EDGEWOOD

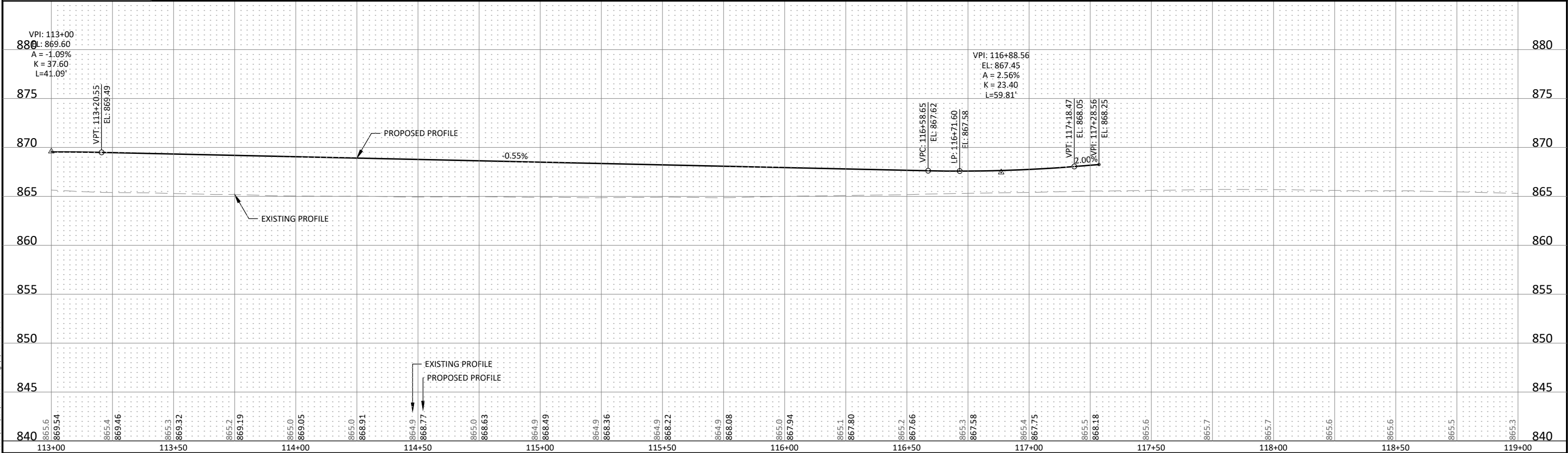
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LEGEND:

- PCC PAVEMENT
- PCC SIDEWALK
- DRIVEWAY



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HORIZ. SCALE 0 20 40 FEET

VERT. SCALE 0 5 10 FEET

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PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS

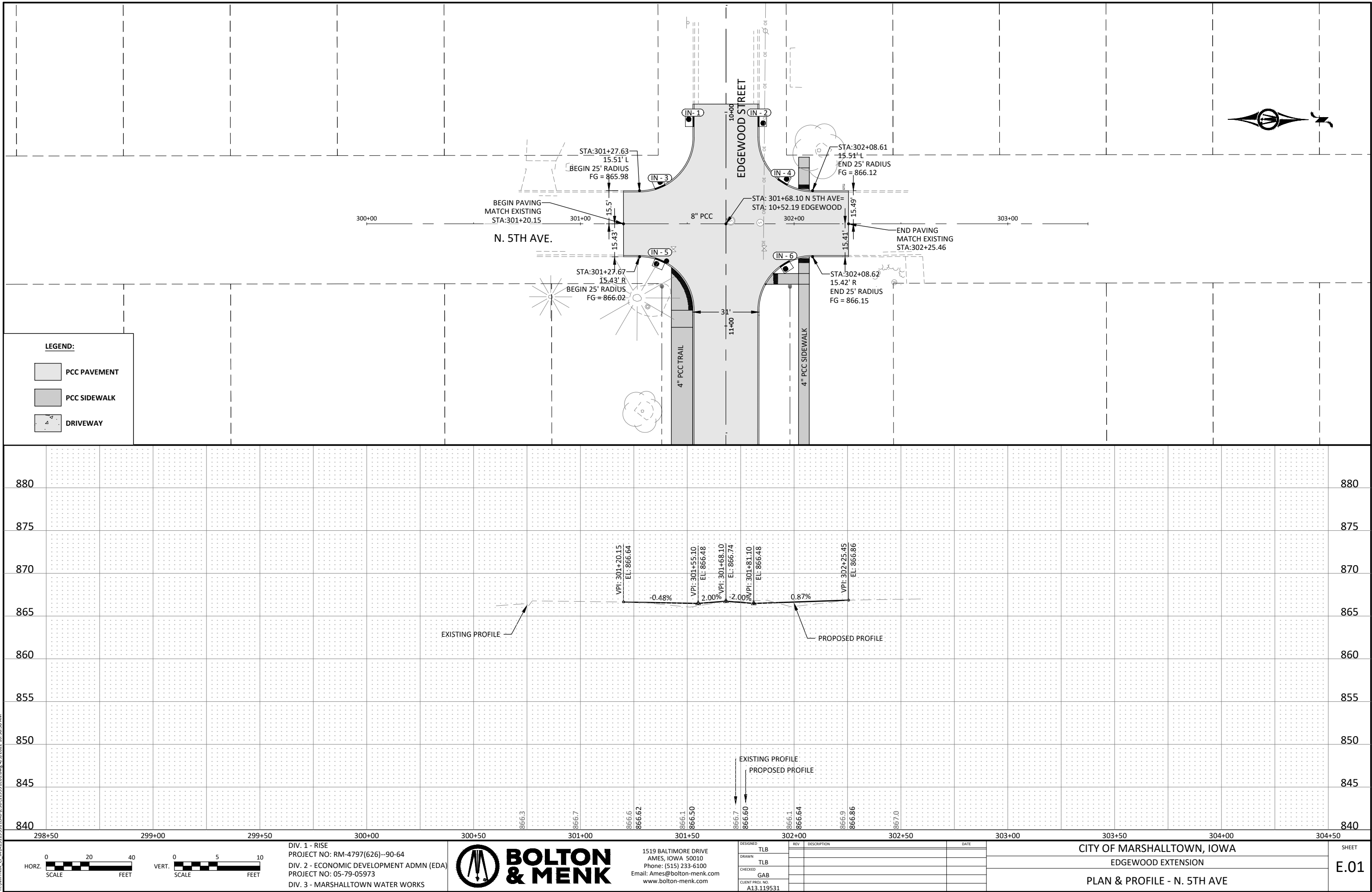
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
PLAN & PROFILE - N. 8TH AVE

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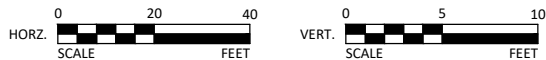
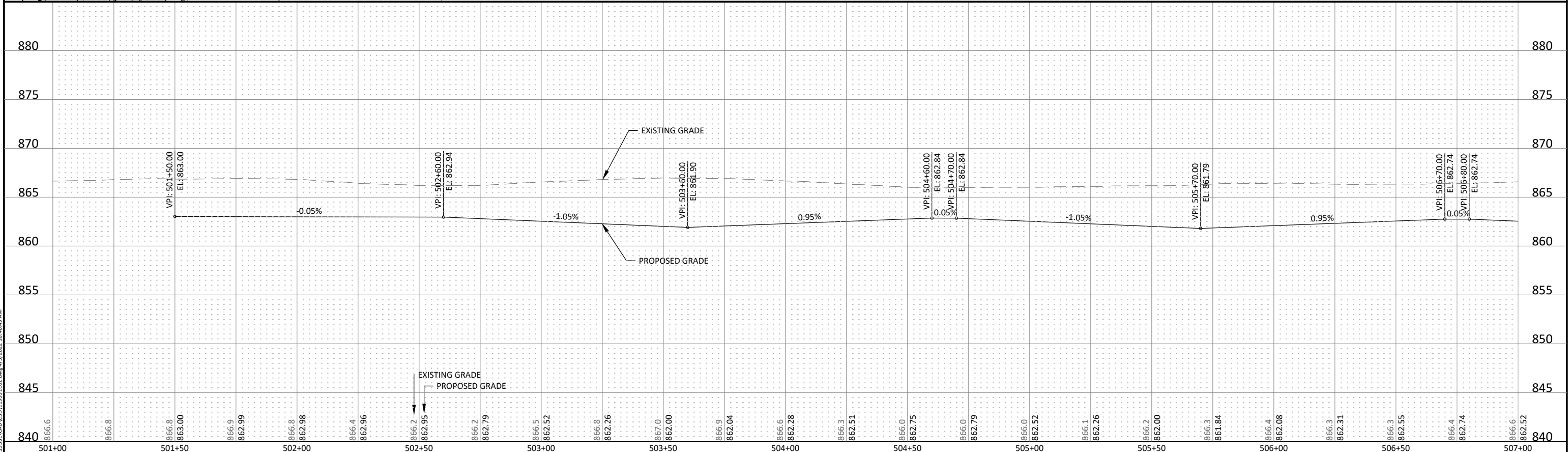
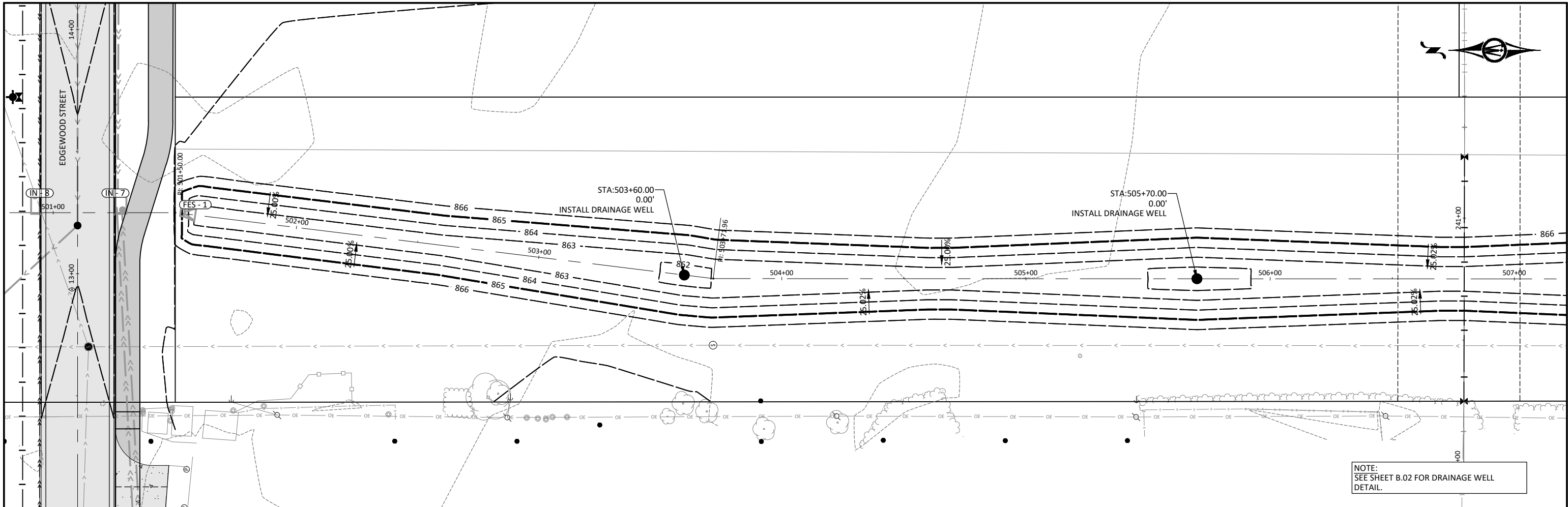
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EDGEWOOD EXTENSION
PLAN & PROFILE - N. 5TH AVE

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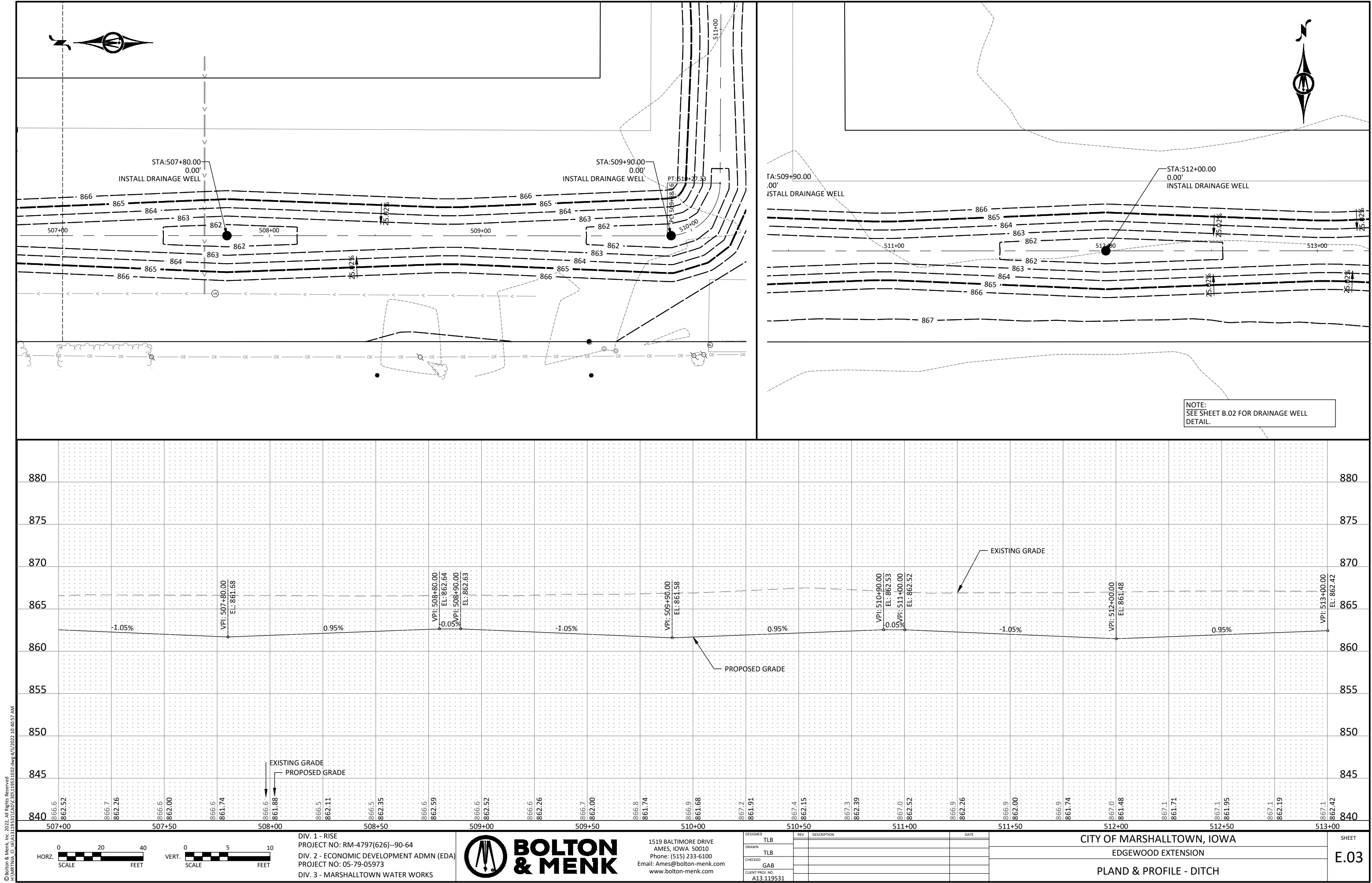


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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
PLAND & PROFILE - DITCH

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HORIZ. SCALE
0 20 40
FEET

VERT. SCALE
0 5 10
FEET

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PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS

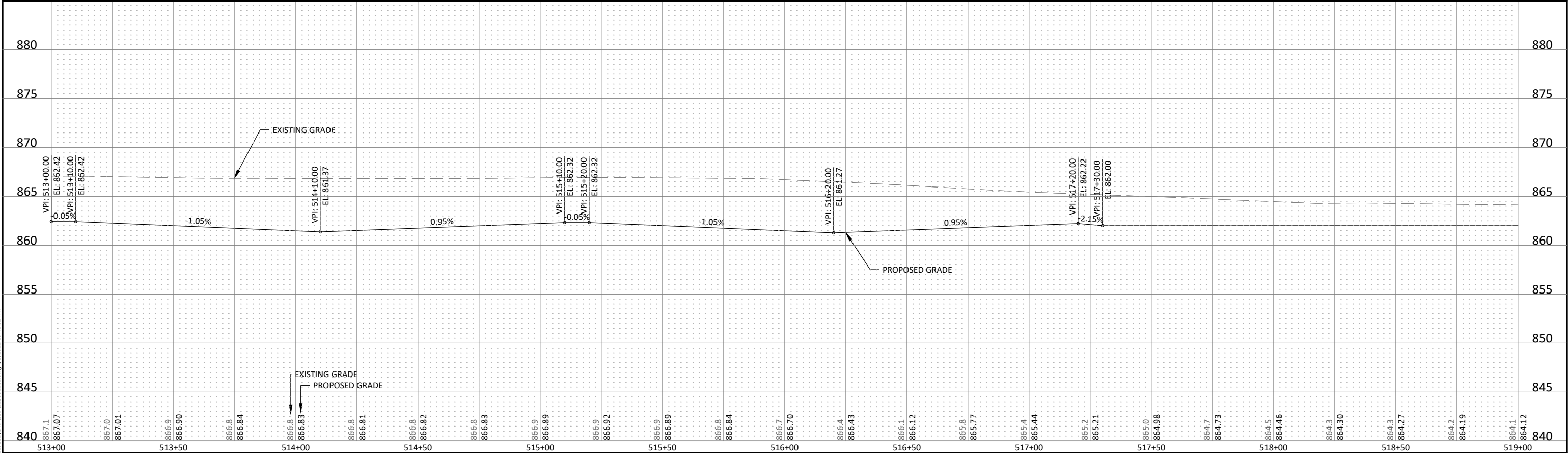
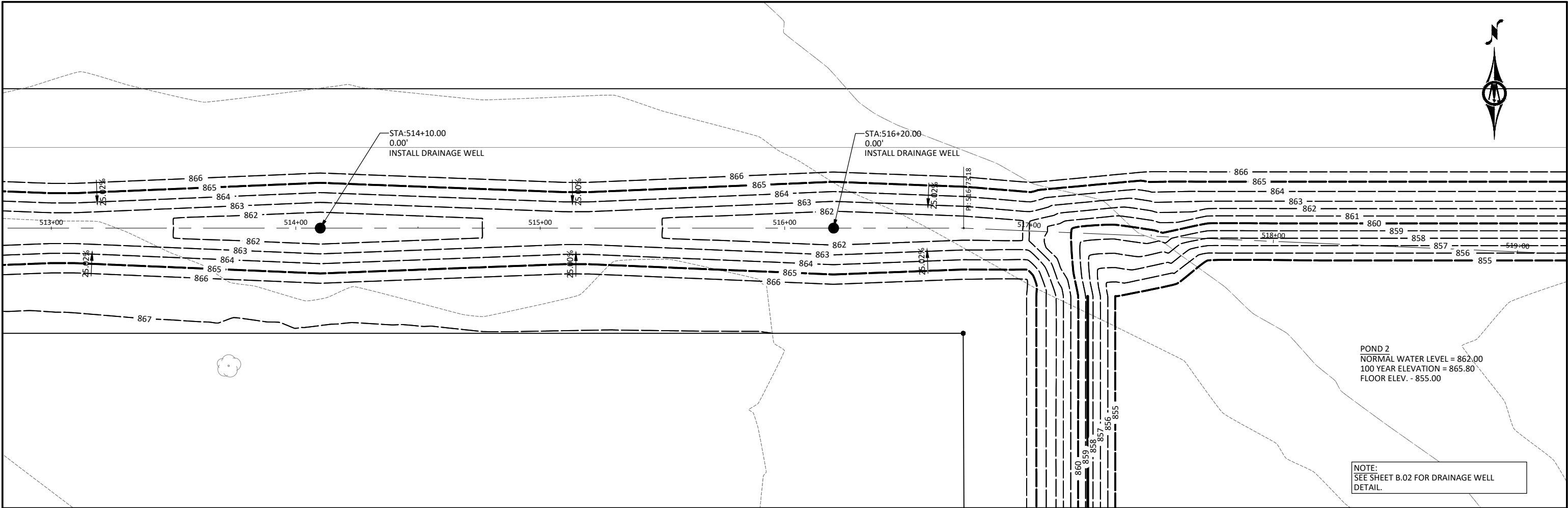


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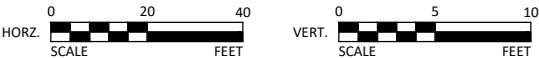
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PLAND & PROFILE - DITCH

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PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



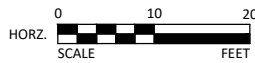
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EDGEWOOD EXTENSION
PLAND & PROFILE - DITCH

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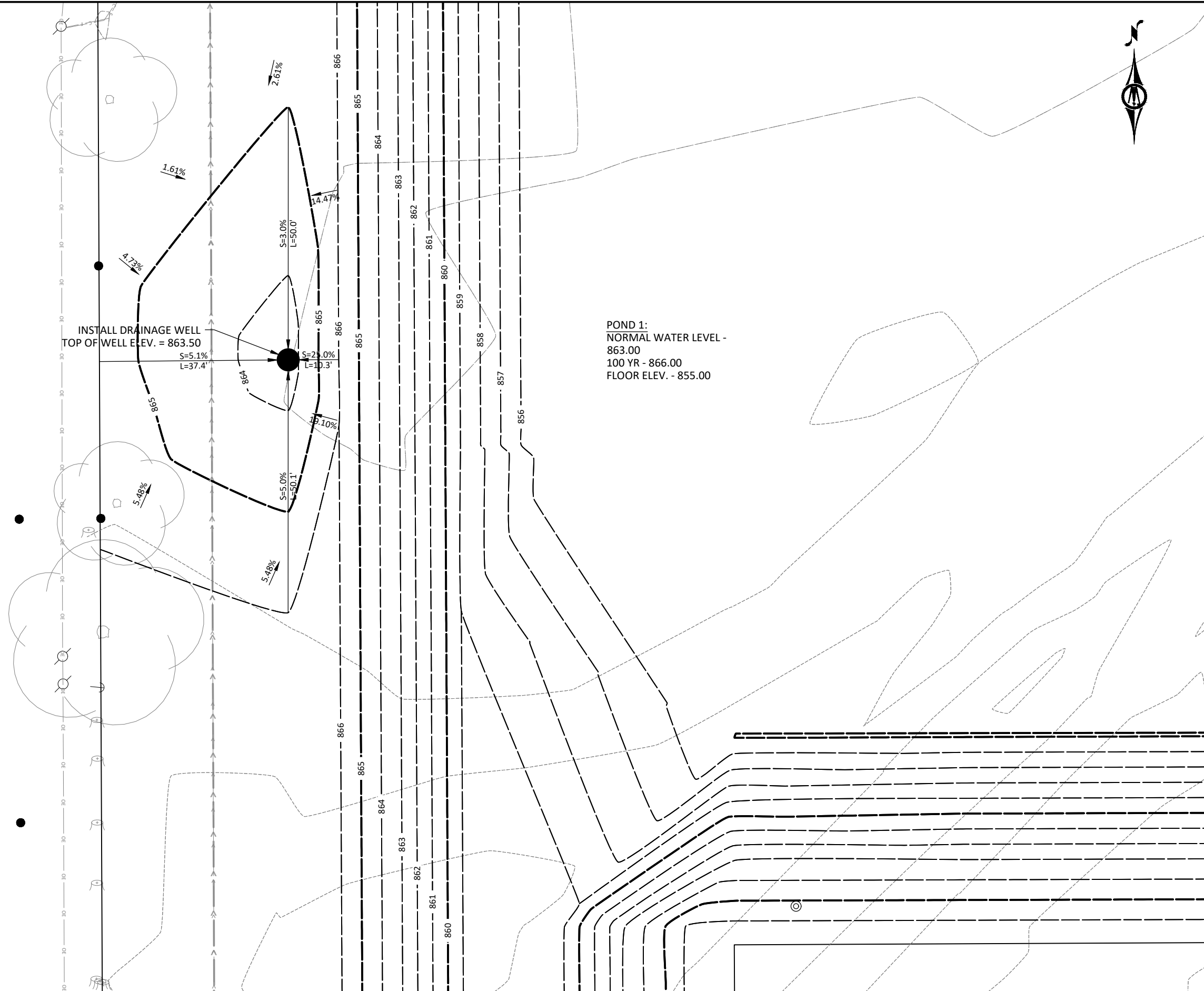


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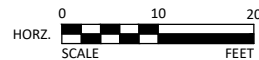
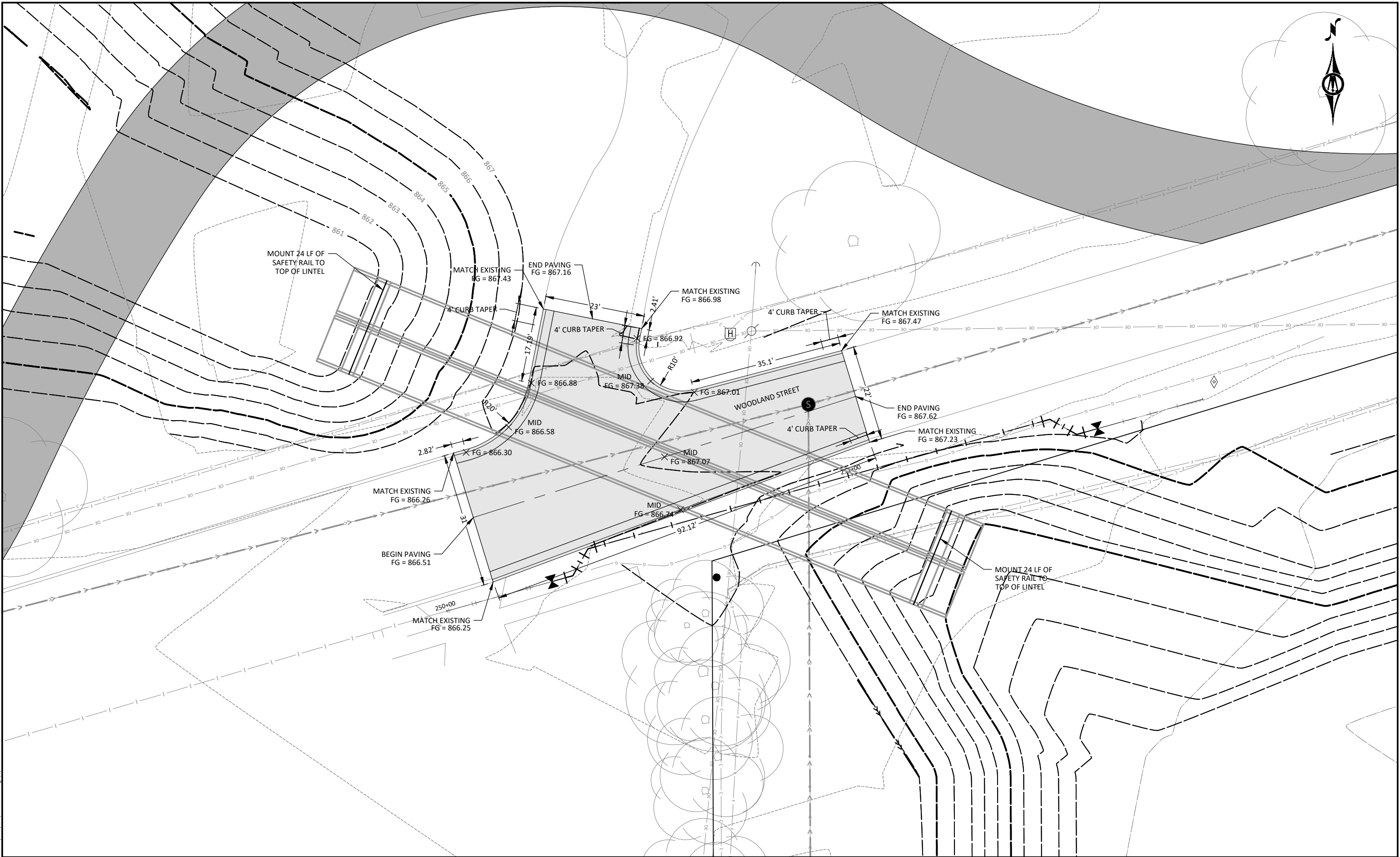
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
PLAND & PROFILE - DITCH

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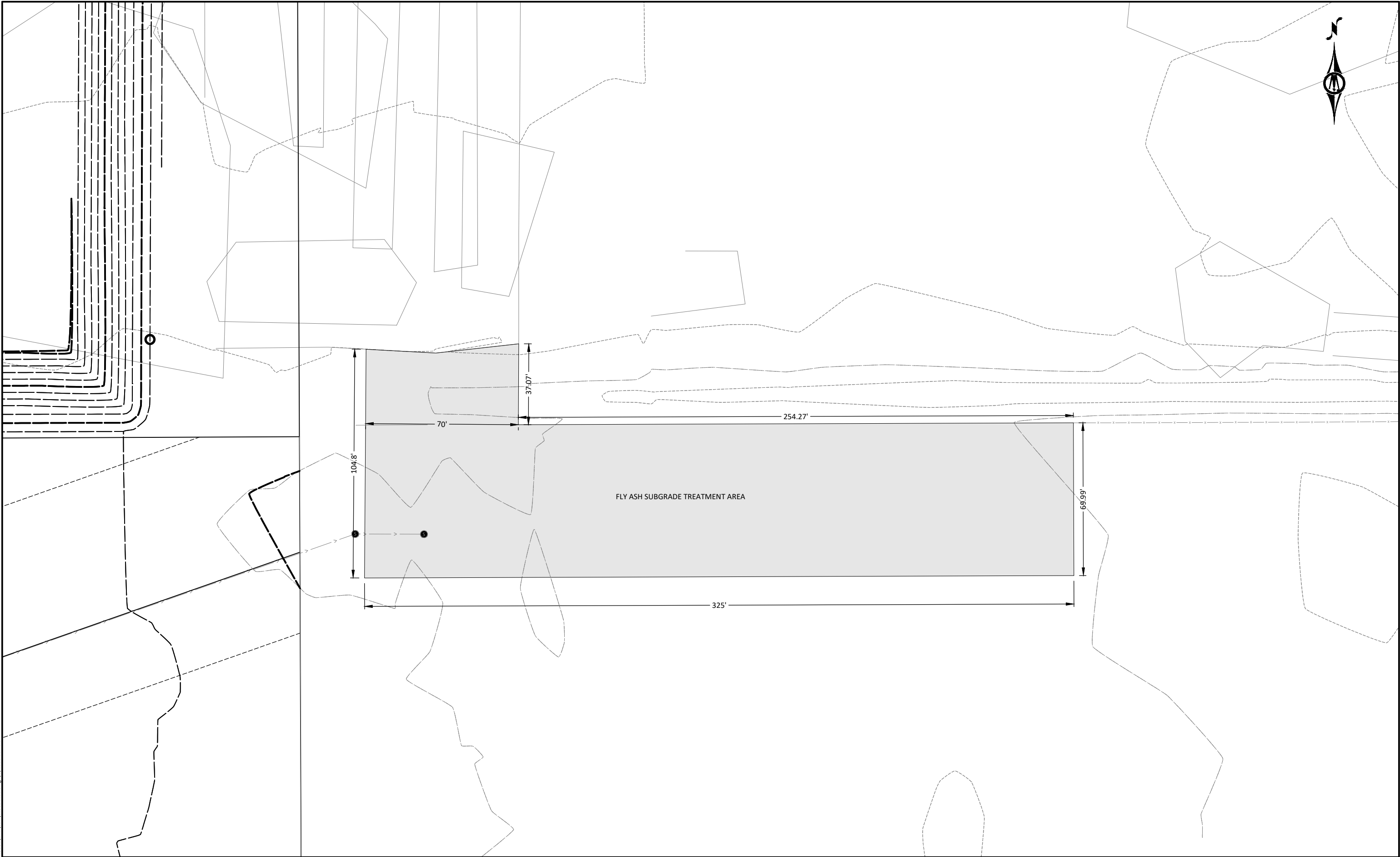


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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
WOODLAND STREET DETAILS

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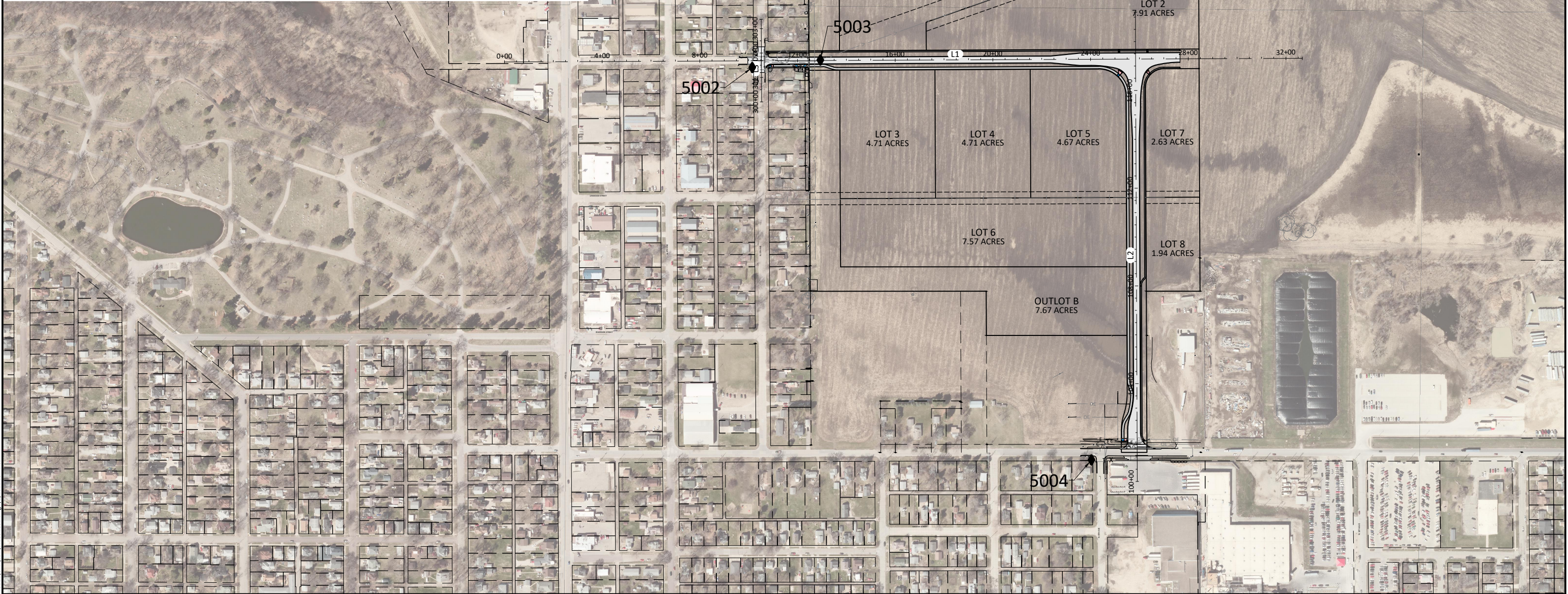
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
COMPOST SURFACE DETAILS

SHEET
E.07

EDGEWOOD STREET											
NUMBER	START STATION	END STATION	LENGTH	DELTA	RADIUS	CHORD	START N	START E	END N	END E	LINE / CHORD DIRECTION
L1	0+00	32+67.13	3267.13				7859812.96	19474922.33	7859828.11	19478189.43	N89° 44' 04"E
N 8TH AVE											
NUMBER	START STATION	END STATION	LENGTH	DELTA	RADIUS	CHORD	START N	START E	END N	END E	LINE / CHORD DIRECTION
L2	100+00	119+20.31	1920.31				7858096.39	19477513.74	7860016.68	19477505.81	N0° 14' 12"W
N 5TH AVE											
NUMBER	START STATION	END STATION	LENGTH	DELTA	RADIUS	CHORD	START N	START E	END N	END E	LINE / CHORD DIRECTION
L3	300+00	303+37.53	337.53				7859649.74	19475975.36	7859987.26	19475973.66	N0° 17' 23"W

CONTROL POINT DATA				
POINT NUMBER	RAW DESCRIPTION	ELEVATION	NORTH	EAST
5000	1/2" PIPE W/PINK CAP BMI CONTROL	865.816	7860757.69	19476280.48
5001	1/2" PIPE W/PINK CAP BMI CONTROL	866.425	7860645.46	19475724.11
5002	1/2" PIPE W/PINK CAP BMI CONTROL	867.470	7859790.62	19475936.99
5003	1/2" PIPE W/PINK CAP BMI CONTROL	866.470	7859821.23	19476215.89
5004	1/2" PIPE W/PINK CAP BMI CONTROL	881.307	7858184.65	19477325.89



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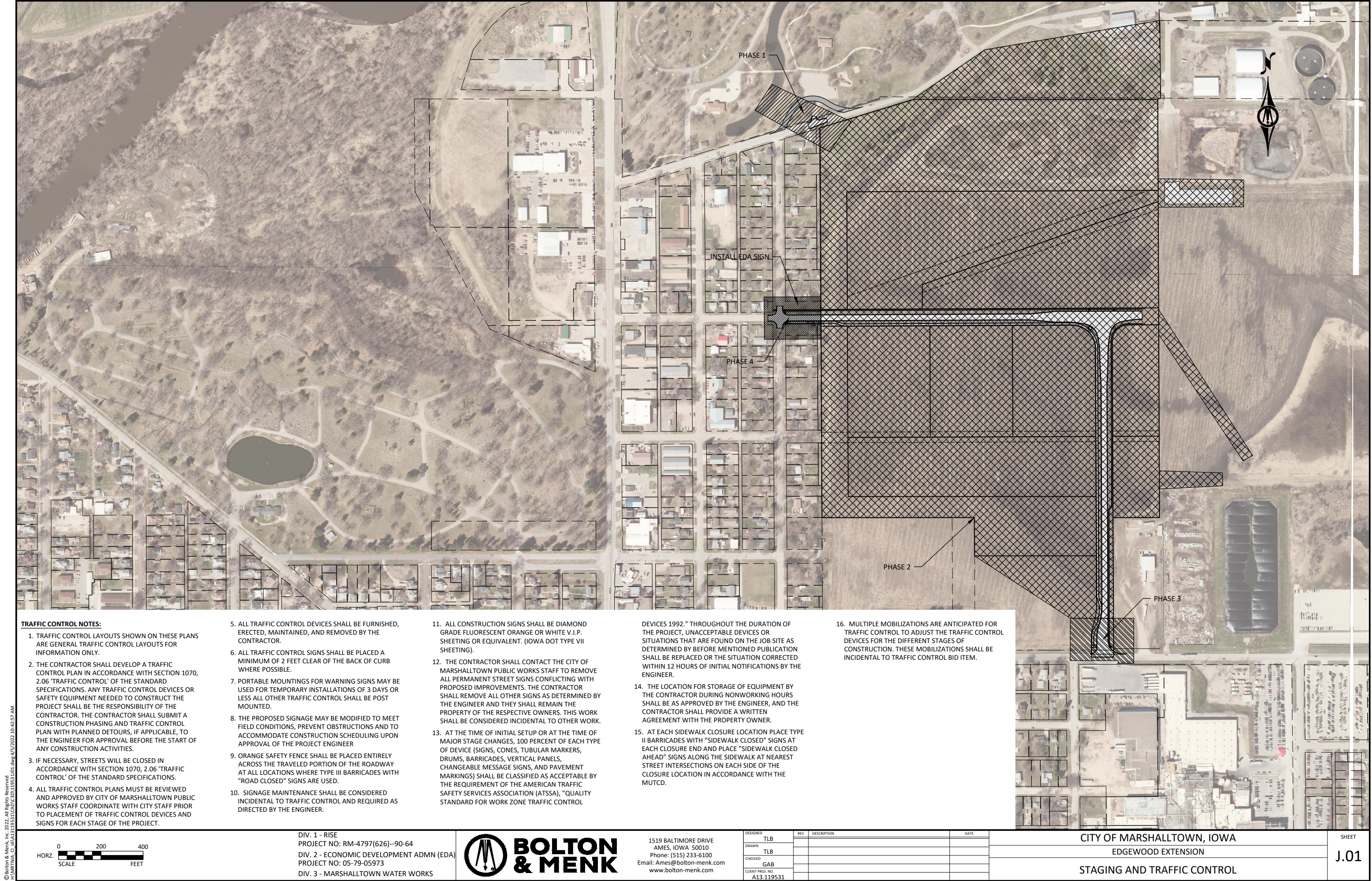


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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
ALIGNMENT AND CONTROL POINT DATA - OVERALL LAYOUT

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TRAFFIC CONTROL NOTES:

1. TRAFFIC CONTROL LAYOUTS SHOWN ON THESE PLANS ARE GENERAL TRAFFIC CONTROL LAYOUTS FOR INFORMATION ONLY.
2. THE CONTRACTOR SHALL DEVELOP A TRAFFIC CONTROL PLAN IN ACCORDANCE WITH SECTION 1070, 2.06 "TRAFFIC CONTROL" OF THE STANDARD SPECIFICATIONS. ANY TRAFFIC CONTROL DEVICES OR SAFETY EQUIPMENT NEEDED TO CONSTRUCT THE PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL SUBMIT A CONSTRUCTION PHASING AND TRAFFIC CONTROL PLAN WITH PLANNED DETOURS, IF APPLICABLE, TO THE ENGINEER FOR APPROVAL BEFORE THE START OF ANY CONSTRUCTION ACTIVITIES.
3. IF NECESSARY, STREETS WILL BE CLOSED IN ACCORDANCE WITH SECTION 1070, 2.06 "TRAFFIC CONTROL" OF THE STANDARD SPECIFICATIONS.
4. ALL TRAFFIC CONTROL PLANS MUST BE REVIEWED AND APPROVED BY CITY OF MARSHALLTOWN PUBLIC WORKS STAFF COORDINATE WITH CITY STAFF PRIOR TO PLACEMENT OF TRAFFIC CONTROL DEVICES AND SIGNS FOR EACH STAGE OF THE PROJECT.
5. ALL TRAFFIC CONTROL DEVICES SHALL BE FURNISHED, ERECTED, MAINTAINED, AND REMOVED BY THE CONTRACTOR.
6. ALL TRAFFIC CONTROL SIGNS SHALL BE PLACED A MINIMUM OF 2 FEET CLEAR OF THE BACK OF CURB WHERE POSSIBLE.
7. PORTABLE MOUNTINGS FOR WARNING SIGNS MAY BE USED FOR TEMPORARY INSTALLATIONS OF 3 DAYS OR LESS ALL OTHER TRAFFIC CONTROL SHALL BE POST MOUNTED.
8. THE PROPOSED SIGNAGE MAY BE MODIFIED TO MEET FIELD CONDITIONS, PREVENT OBSTRUCTIONS AND TO ACCOMMODATE CONSTRUCTION SCHEDULING UPON APPROVAL OF THE PROJECT ENGINEER
9. ORANGE SAFETY FENCE SHALL BE PLACED ENTIRELY ACROSS THE TRAVELED PORTION OF THE ROADWAY AT ALL LOCATIONS WHERE TYPE III BARRICADES WITH "ROAD CLOSED" SIGNS ARE USED.
10. SIGNAGE MAINTENANCE SHALL BE CONSIDERED INCIDENTAL TO TRAFFIC CONTROL AND REQUIRED AS DIRECTED BY THE ENGINEER.

11. ALL CONSTRUCTION SIGNS SHALL BE DIAMOND GRADE FLUORESCENT ORANGE OR WHITE V.I.P. SHEETING OR EQUIVALENT. (IOWA DOT TYPE VII SHEETING).
12. THE CONTRACTOR SHALL CONTACT THE CITY OF MARSHALLTOWN PUBLIC WORKS STAFF TO REMOVE ALL PERMANENT STREET SIGNS CONFLICTING WITH PROPOSED IMPROVEMENTS. THE CONTRACTOR SHALL REMOVE ALL OTHER SIGNS AS DETERMINED BY THE ENGINEER AND THEY SHALL REMAIN THE PROPERTY OF THE RESPECTIVE OWNERS. THIS WORK SHALL BE CONSIDERED INCIDENTAL TO OTHER WORK.
13. AT THE TIME OF INITIAL SETUP OR AT THE TIME OF MAJOR STAGE CHANGES, 100 PERCENT OF EACH TYPE OF DEVICE (SIGNS, CONES, TUBULAR MARKERS, DRUMS, BARRICADES, VERTICAL PANELS, CHANGEABLE MESSAGE SIGNS, AND PAVEMENT MARKINGS) SHALL BE CLASSIFIED AS ACCEPTABLE BY THE REQUIREMENT OF THE AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION (ATSSA), "QUALITY STANDARD FOR WORK ZONE TRAFFIC CONTROL

DEVICES 1992." THROUGHOUT THE DURATION OF THE PROJECT, UNACCEPTABLE DEVICES OR SITUATIONS THAT ARE FOUND ON THE JOB SITE AS DETERMINED BY BEFORE MENTIONED PUBLICATION SHALL BE REPLACED OR THE SITUATION CORRECTED WITHIN 12 HOURS OF INITIAL NOTIFICATIONS BY THE ENGINEER.

14. THE LOCATION FOR STORAGE OF EQUIPMENT BY THE CONTRACTOR DURING NONWORKING HOURS SHALL BE AS APPROVED BY THE ENGINEER, AND THE CONTRACTOR SHALL PROVIDE A WRITTEN AGREEMENT WITH THE PROPERTY OWNER.
15. AT EACH SIDEWALK CLOSURE LOCATION PLACE TYPE II BARRICADES WITH "SIDEWALK CLOSED" SIGNS AT EACH CLOSURE END AND PLACE "SIDEWALK CLOSED AHEAD" SIGNS ALONG THE SIDEWALK AT NEAREST STREET INTERSECTIONS ON EACH SIDE OF THE CLOSURE LOCATION IN ACCORDANCE WITH THE MUTCD.

16. MULTIPLE MOBILIZATIONS ARE ANTICIPATED FOR TRAFFIC CONTROL TO ADJUST THE TRAFFIC CONTROL DEVICES FOR THE DIFFERENT STAGES OF CONSTRUCTION. THESE MOBILIZATIONS SHALL BE INCIDENTAL TO TRAFFIC CONTROL BID ITEM.



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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
STAGING AND TRAFFIC CONTROL

SHEET

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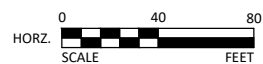
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WORK AREA

TYPE III BARRICADE

SIGN

42" CHANNELIZER



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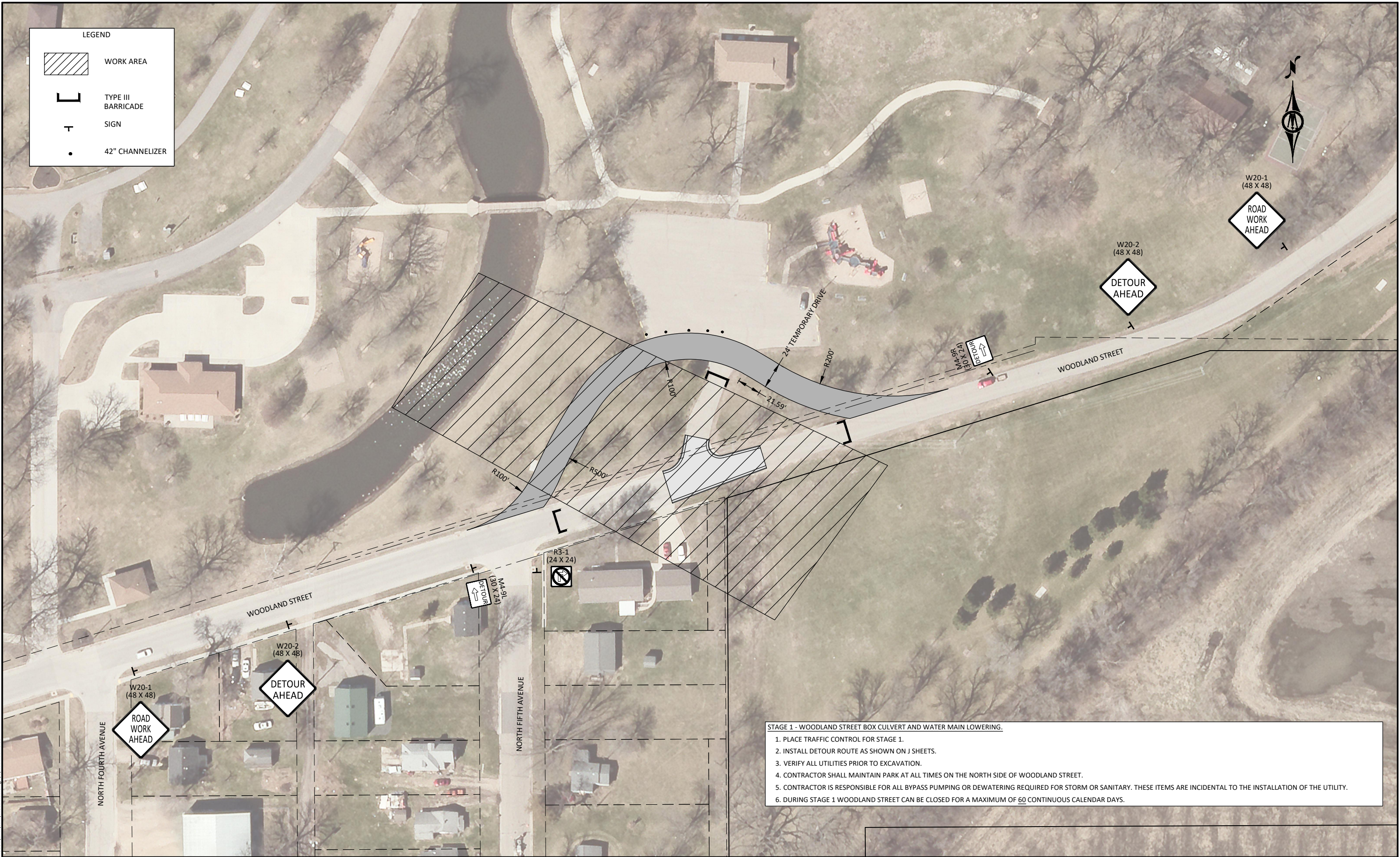


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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
STAGING AND TRAFFIC CONTROL

SHEET
J.02



- STAGE 1 - WOODLAND STREET BOX CULVERT AND WATER MAIN LOWERING.
1. PLACE TRAFFIC CONTROL FOR STAGE 1.
 2. INSTALL DETOUR ROUTE AS SHOWN ON J SHEETS.
 3. VERIFY ALL UTILITIES PRIOR TO EXCAVATION.
 4. CONTRACTOR SHALL MAINTAIN PARK AT ALL TIMES ON THE NORTH SIDE OF WOODLAND STREET.
 5. CONTRACTOR IS RESPONSIBLE FOR ALL BYPASS PUMPING OR DEWATERING REQUIRED FOR STORM OR SANITARY. THESE ITEMS ARE INCIDENTAL TO THE INSTALLATION OF THE UTILITY.
 6. DURING STAGE 1 WOODLAND STREET CAN BE CLOSED FOR A MAXIMUM OF 60 CONTINUOUS CALENDAR DAYS.

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LEGEND



WORK AREA



TYPE III BARRICADE



SIGN



42" CHANNELIZER



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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
STAGING AND TRAFFIC CONTROL

SHEET
J.03

- STAGE 2 - EDGEWOOD STREET & NORTH EIGHTH AVENUE.
1. PLACE TRAFFIC CONTROL FOR STAGE 2.
 2. ONCE TRAFFIC CONTROL HAS BEEN PLACED GRADING CAN BEGIN.
 3. INSTALL NEW SANITARY, STORM, AND WATER MAIN.
 4. VERIFY ALL UTILITIES PRIOR TO REMOVALS AND EXCAVATION.

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LEGEND

 WORK AREA

 TYPE III BARRICADE

 SIGN

 42" CHANNELIZER

NOTE:
REFER TO IDOT TC-202 FOR TRAFFIC CONTROL
WITHIN 15 FT OF TRAVELED WAY



G20-2A
(48 X 24)
END
ROAD WORK

E MARION STREET

W20-1
(48 X 48)
ROAD
WORK
AHEAD

E MARION STREET

W20-1
(48 X 48)
ROAD
WORK
AHEAD

W8-9a
(36X36)

SHOULDER
DROFF

W20-1
(48 X 48)

ROAD
WORK
AHEAD

G20-2A
(48 X 24)

END
ROAD WORK

STAGE 3 - EAST MARION STREET & NORTH EIGHTH AVENUE INTERSECTION

1. PLACE TRAFFIC CONTROL FOR STAGE 3.
2. REMOVE CURB WITHIN REMOVAL LIMITS NECESSARY TO INSTALL NEW PCC PAVEMENT.
3. VERIFY ALL UTILITIES PRIOR TO REMOVALS AND EXCAVATION
4. ONCE STAGE 3 STORM SEWER IS COMPLETED, FULL DEPTH PAVEMENT CONSTRUCTION CAN TAKE PLACE.
5. WORK IN MARION STREET RIGHT OF WAY SHALL BE LIMITED TO 24 CONTINUOUS CALENDAR DAYS.



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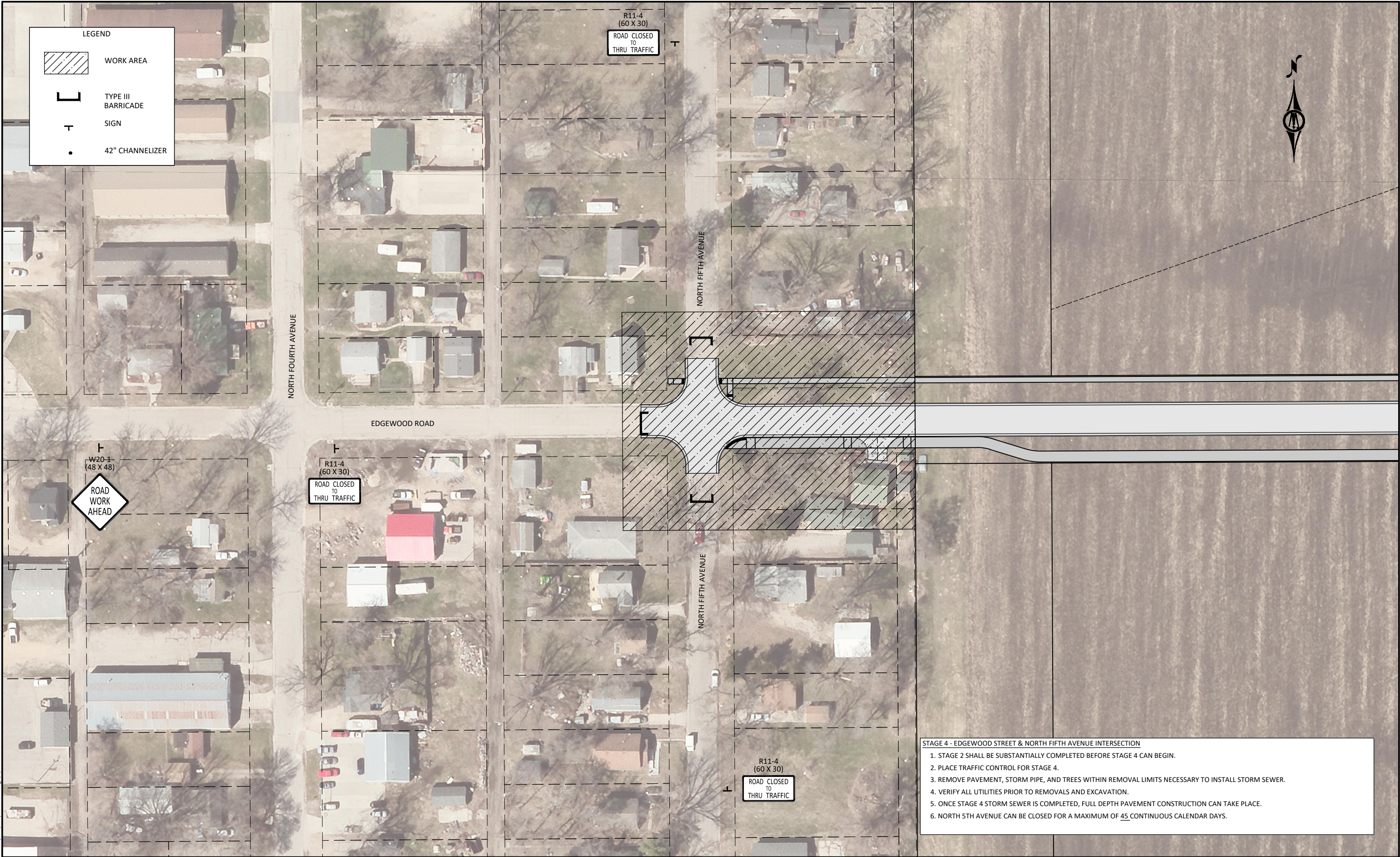
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EDGEWOOD EXTENSION
STAGING AND TRAFFIC CONTROL

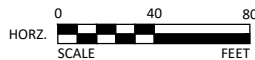
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- STAGE 4 - EDGEWOOD STREET & NORTH FIFTH AVENUE INTERSECTION**
1. STAGE 2 SHALL BE SUBSTANTIALLY COMPLETED BEFORE STAGE 4 CAN BEGIN.
 2. PLACE TRAFFIC CONTROL FOR STAGE 4.
 3. REMOVE PAVEMENT, STORM PIPE, AND TREES WITHIN REMOVAL LIMITS NECESSARY TO INSTALL STORM SEWER.
 4. VERIFY ALL UTILITIES PRIOR TO REMOVALS AND EXCAVATION.
 5. ONCE STAGE 4 STORM SEWER IS COMPLETED, FULL DEPTH PAVEMENT CONSTRUCTION CAN TAKE PLACE.
 6. NORTH 5TH AVENUE CAN BE CLOSED FOR A MAXIMUM OF 45 CONTINUOUS CALENDAR DAYS.



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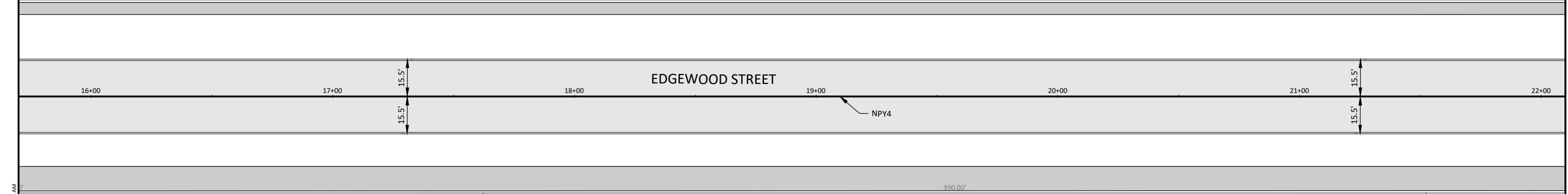
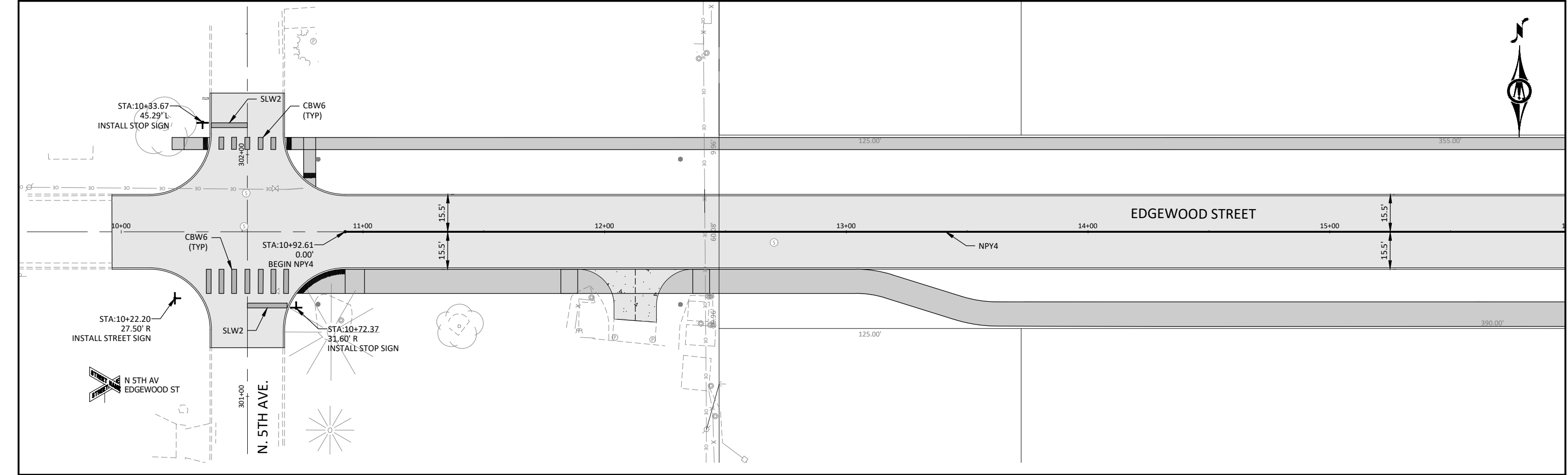
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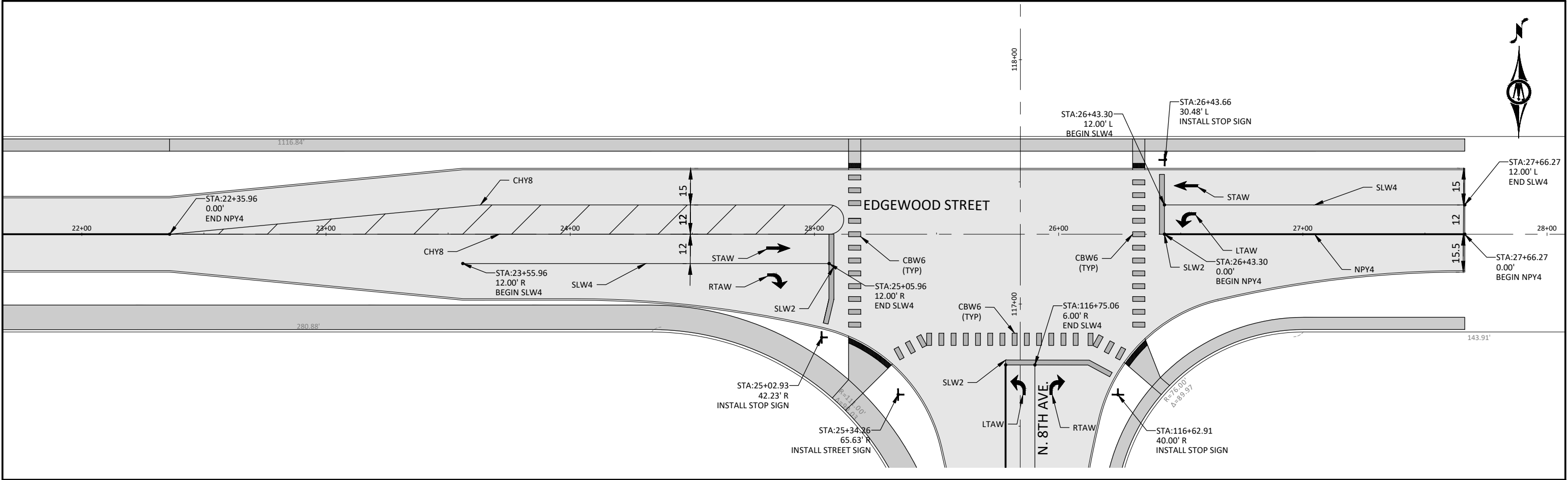
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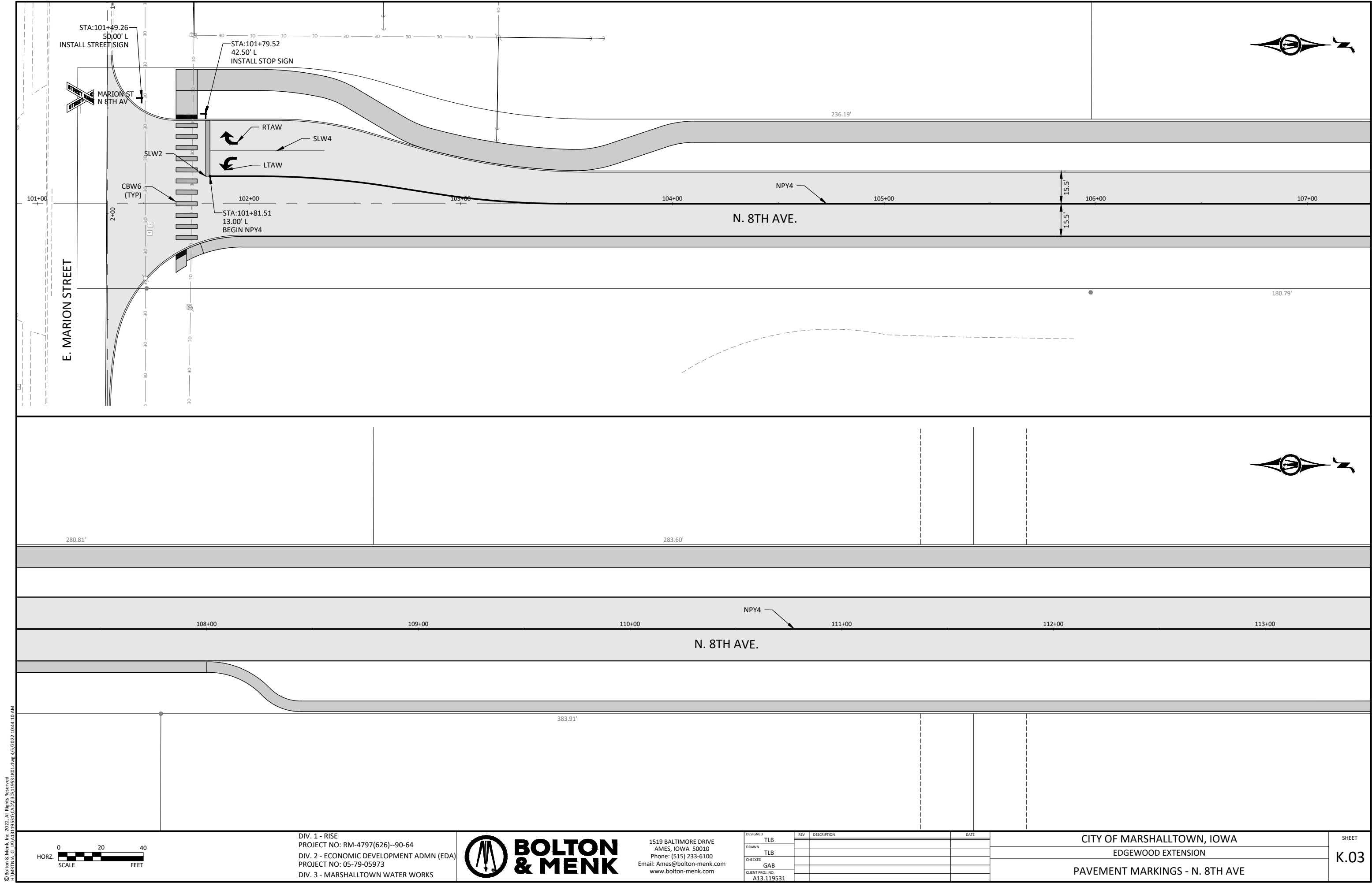


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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
PAVEMENT MARKINGS - EDGEWOOD

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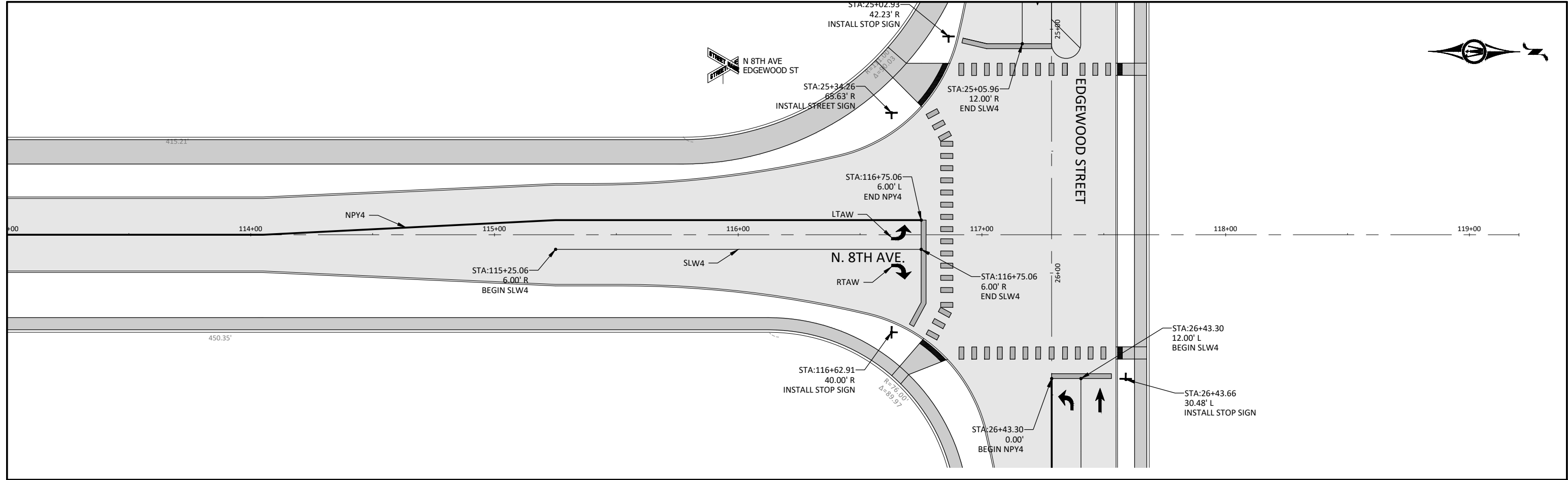


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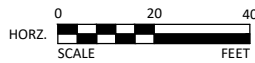
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PAVEMENT MARKINGS - N. 8TH AVE

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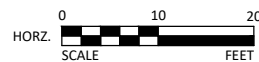
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PAVEMENT MARKINGS - N. 8TH AVE

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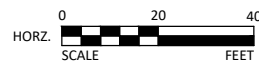
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EDGEWOOD EXTENSION
EDGEWOOD & N. 5TH INTERSECTION

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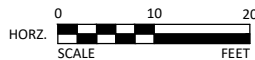
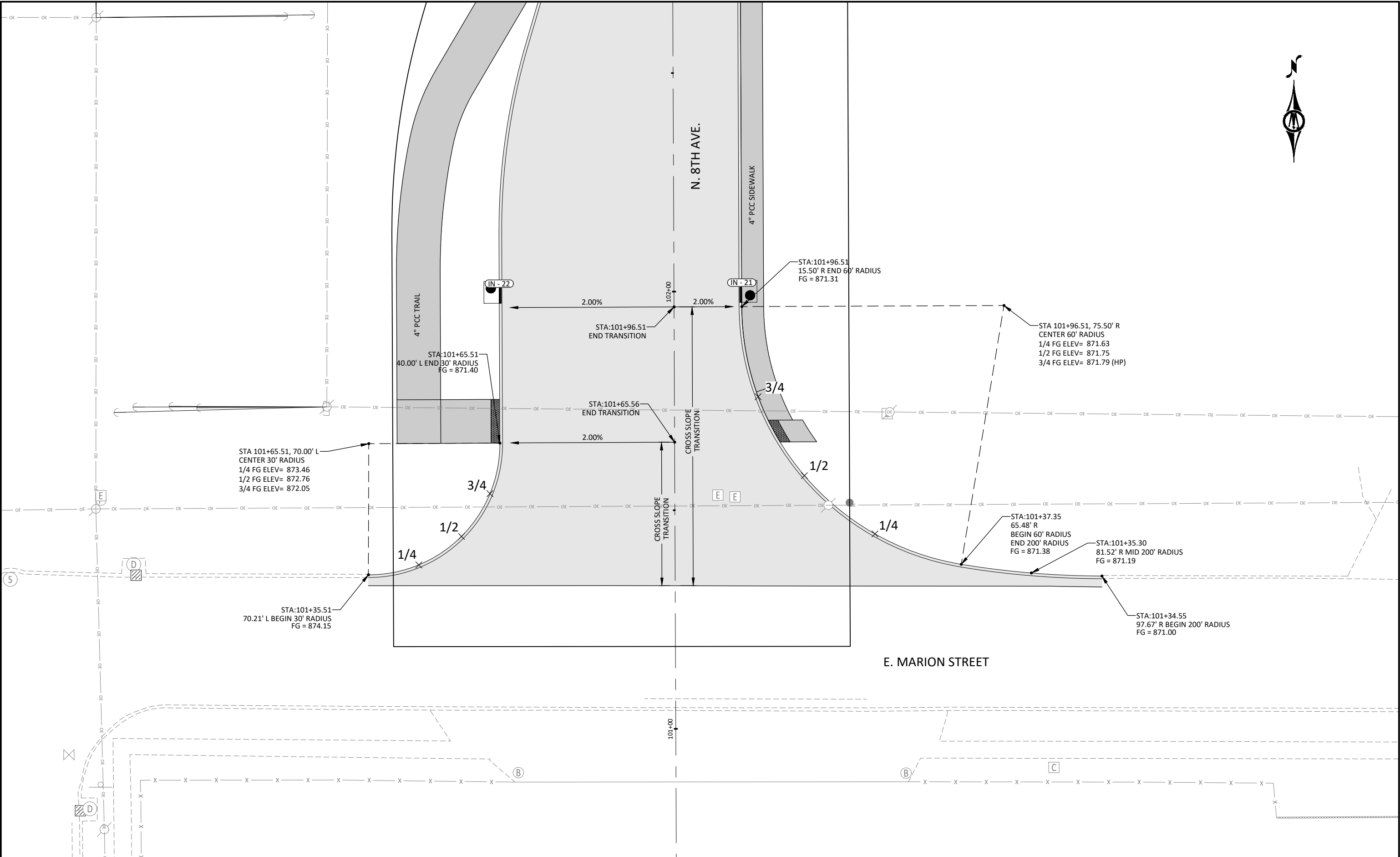
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N. 8TH & E. MARION INTERSECTION

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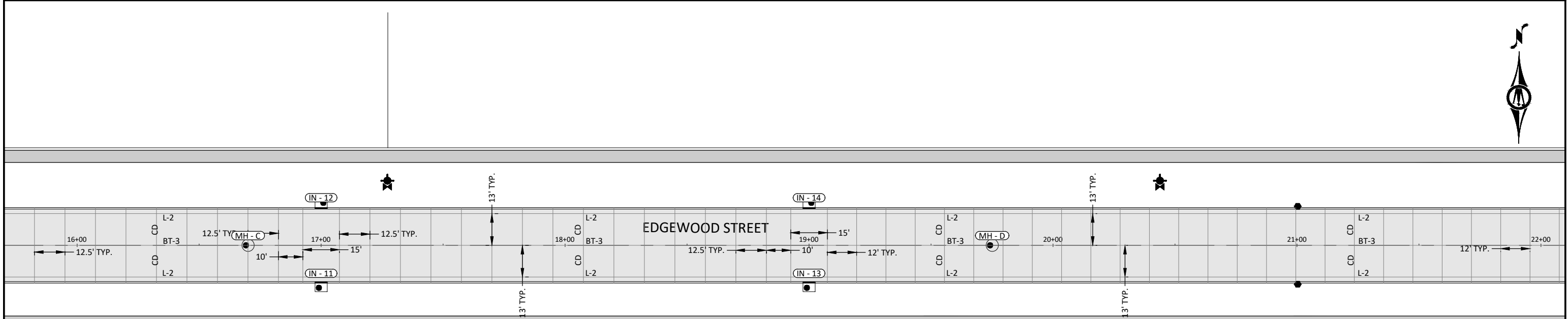
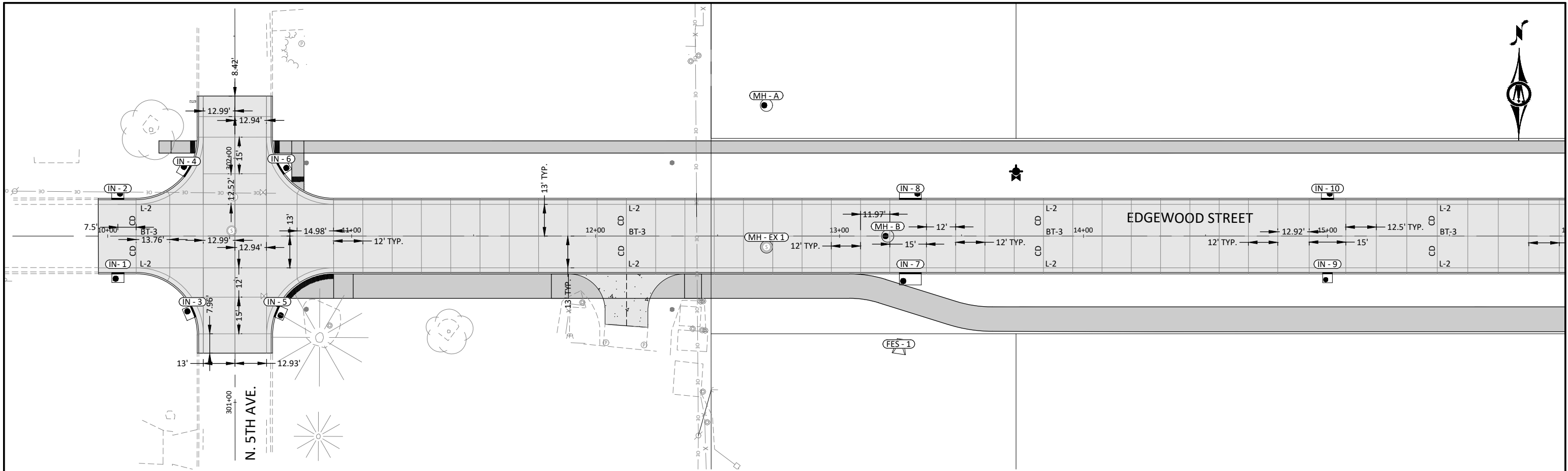


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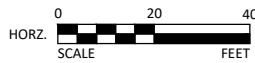
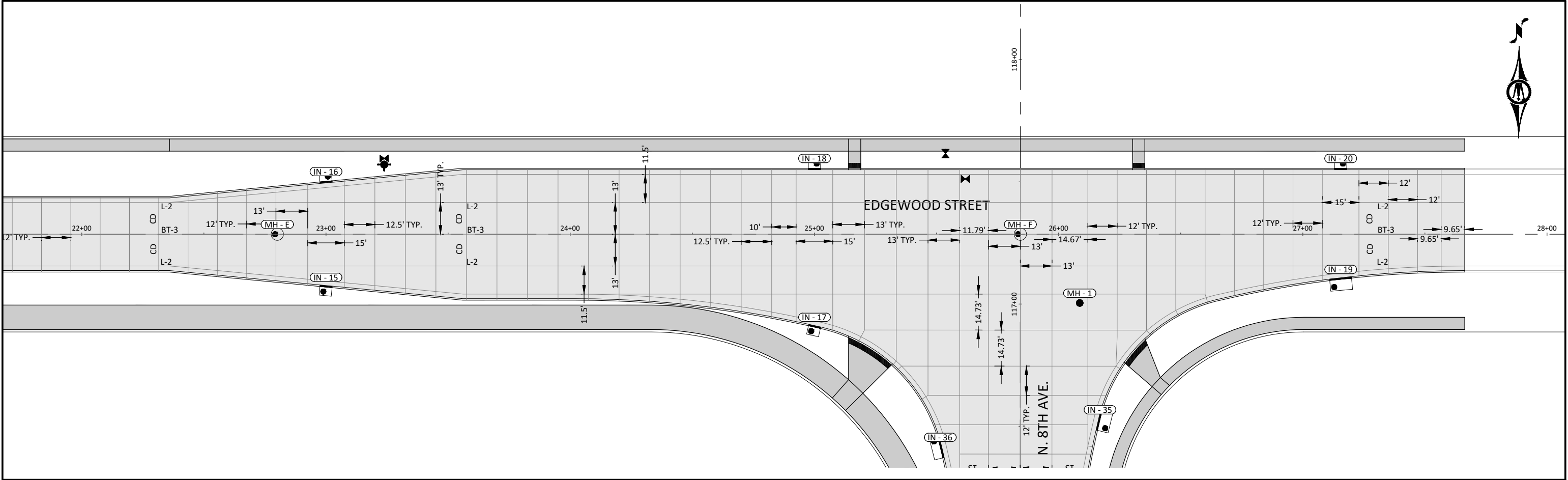
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EDGEWOOD EXTENSION
JOINTING PLAN - EDGEWOOD

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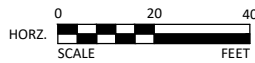
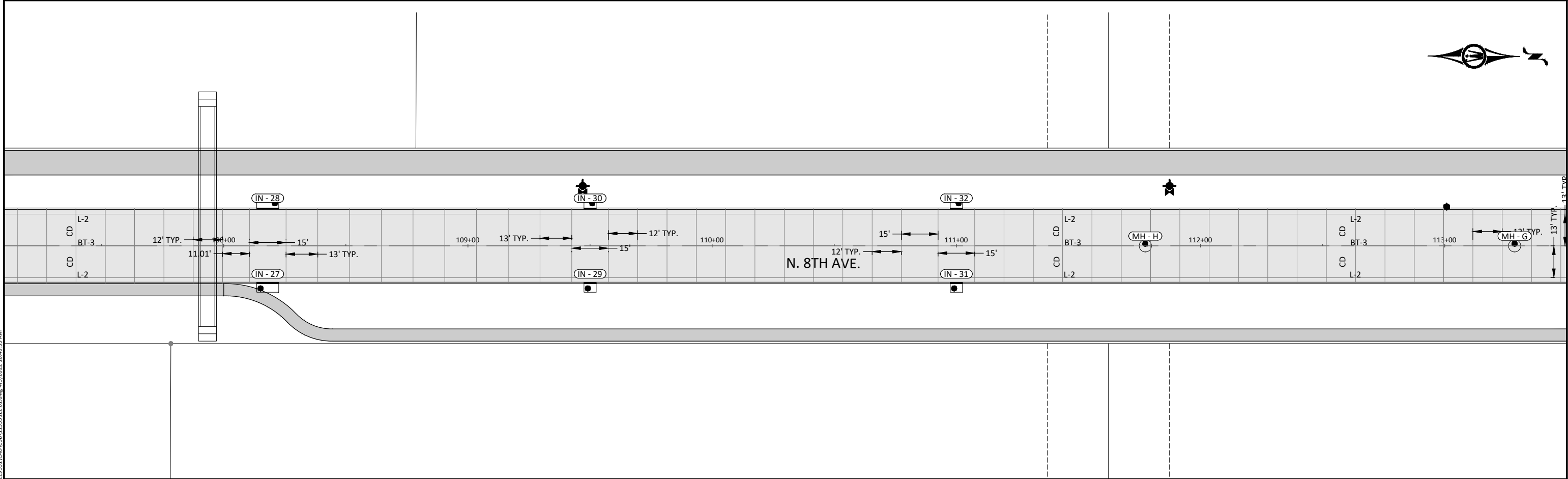
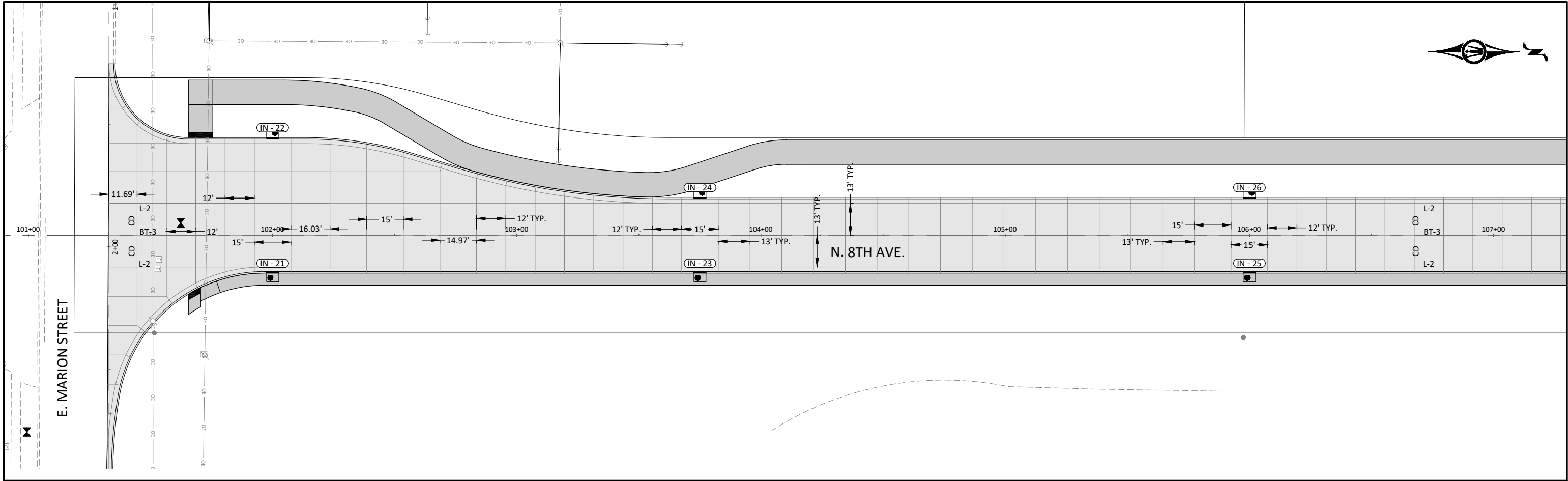
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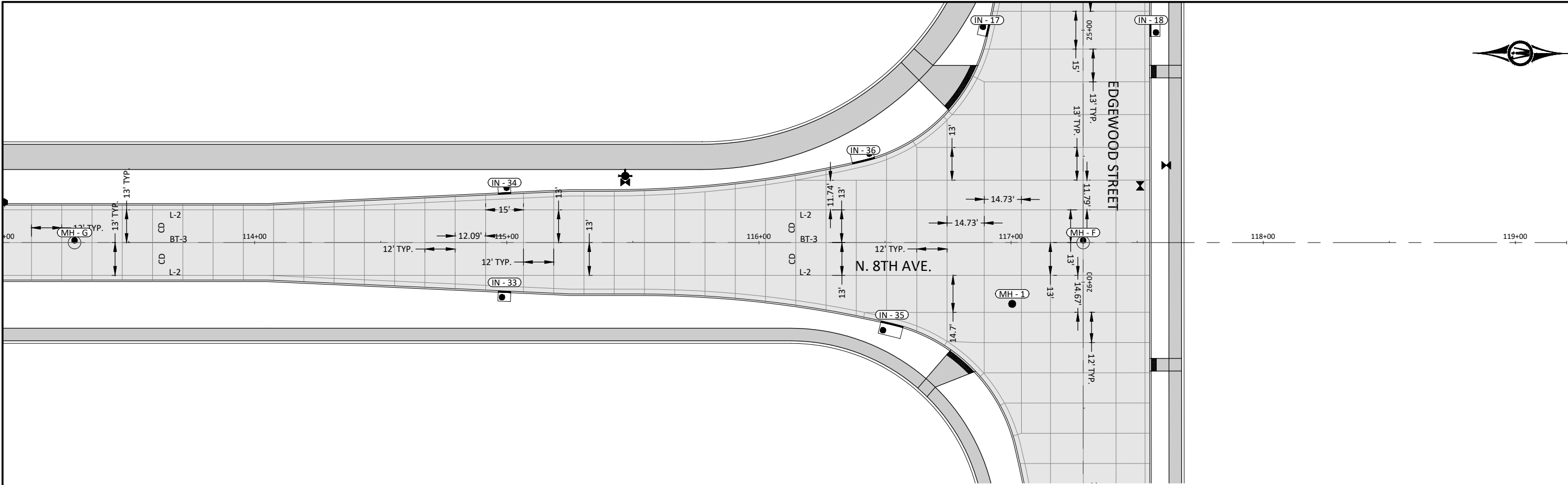


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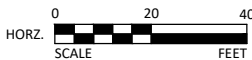
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JOINTING PLAN - N. 8TH AVE

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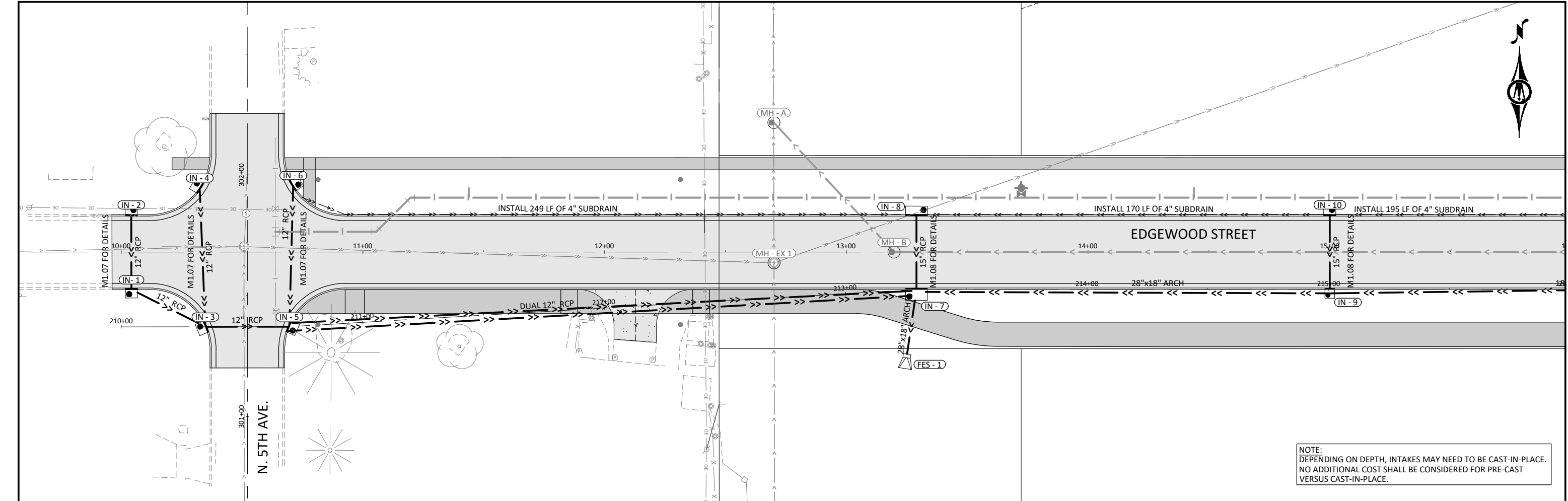


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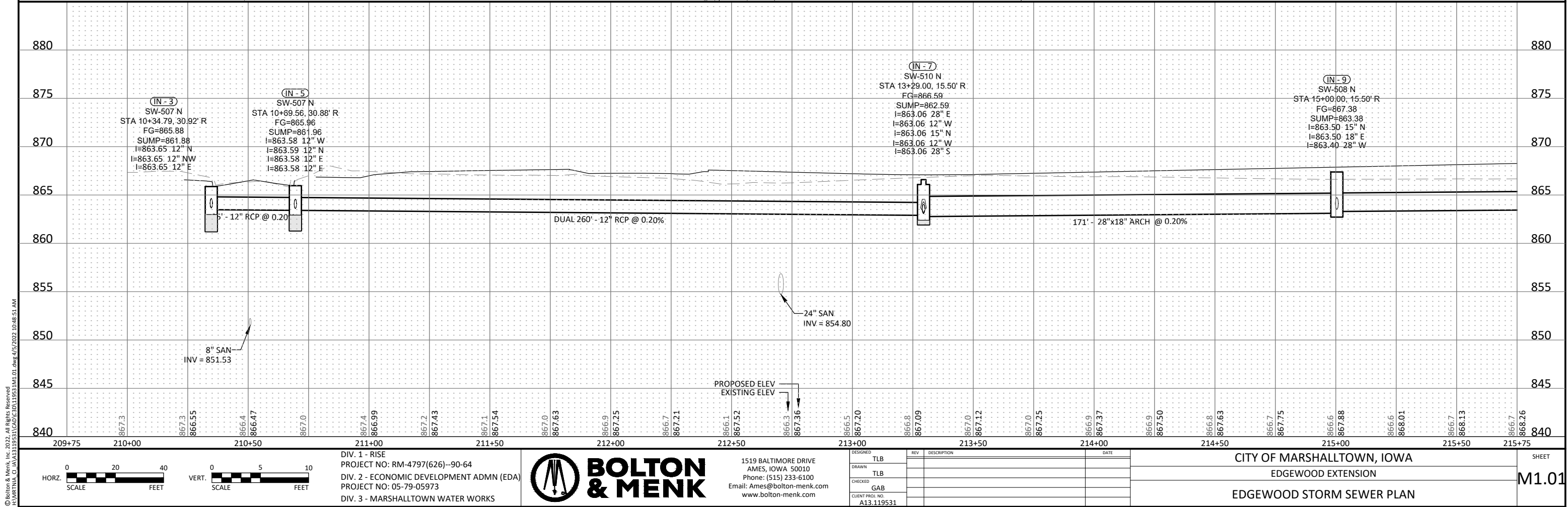
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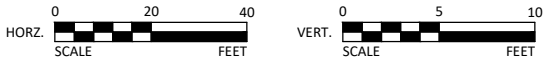
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NOTE:
DEPENDING ON DEPTH, INTAKES MAY NEED TO BE CAST-IN-PLACE.
NO ADDITIONAL COST SHALL BE CONSIDERED FOR PRE-CAST
VERSUS CAST-IN-PLACE.



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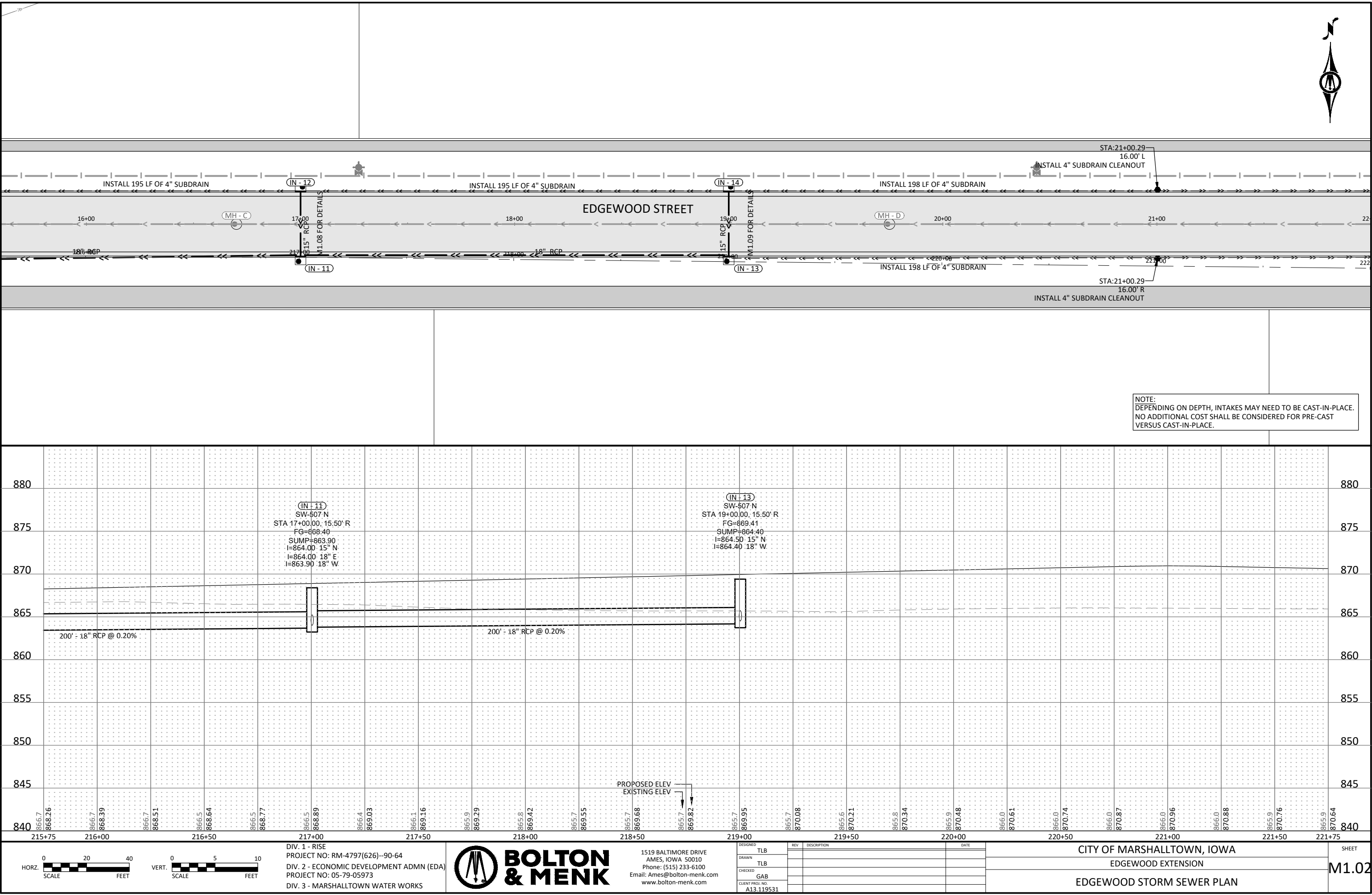


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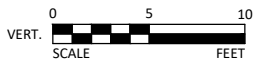
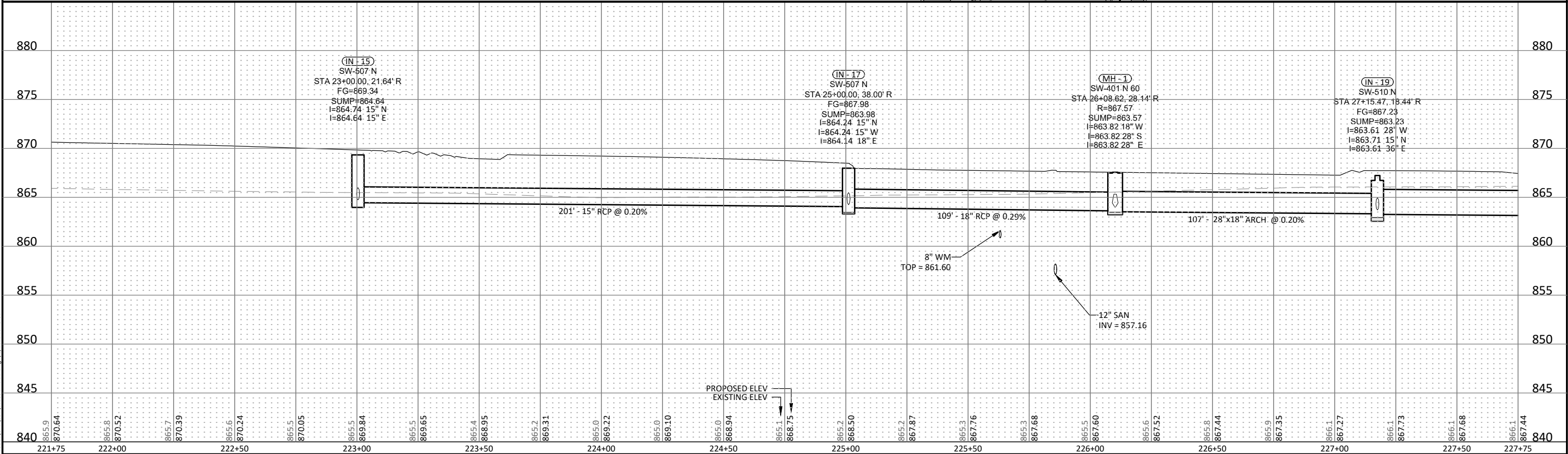
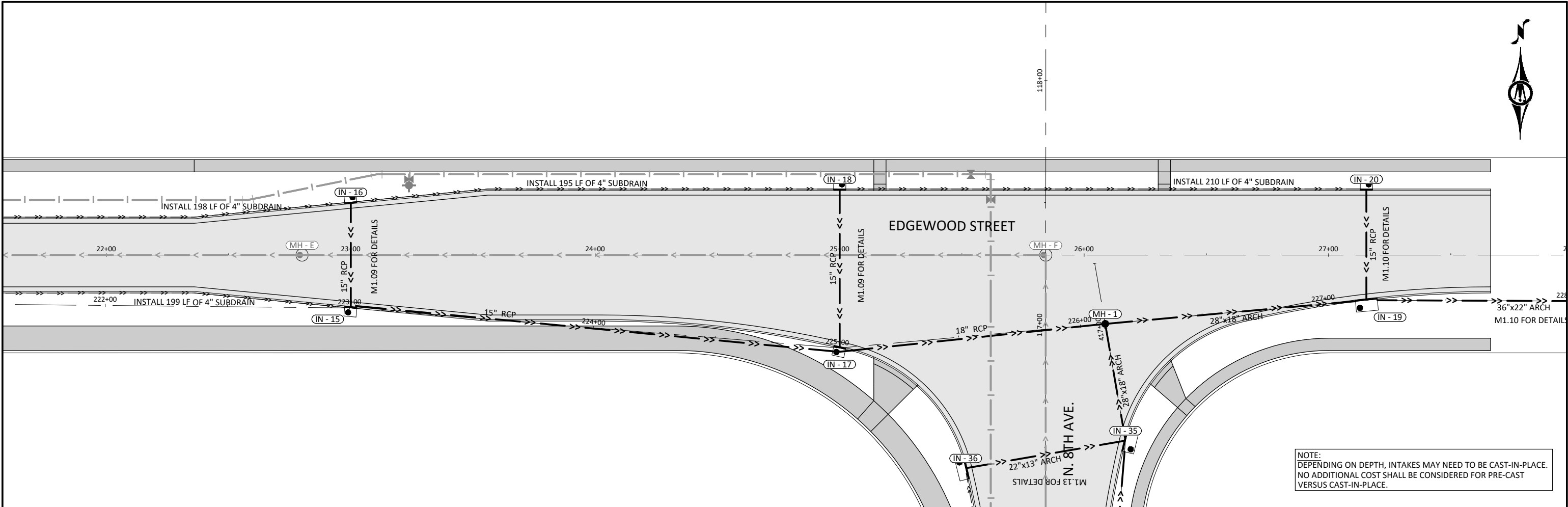
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EDGEWOOD STORM SEWER PLAN

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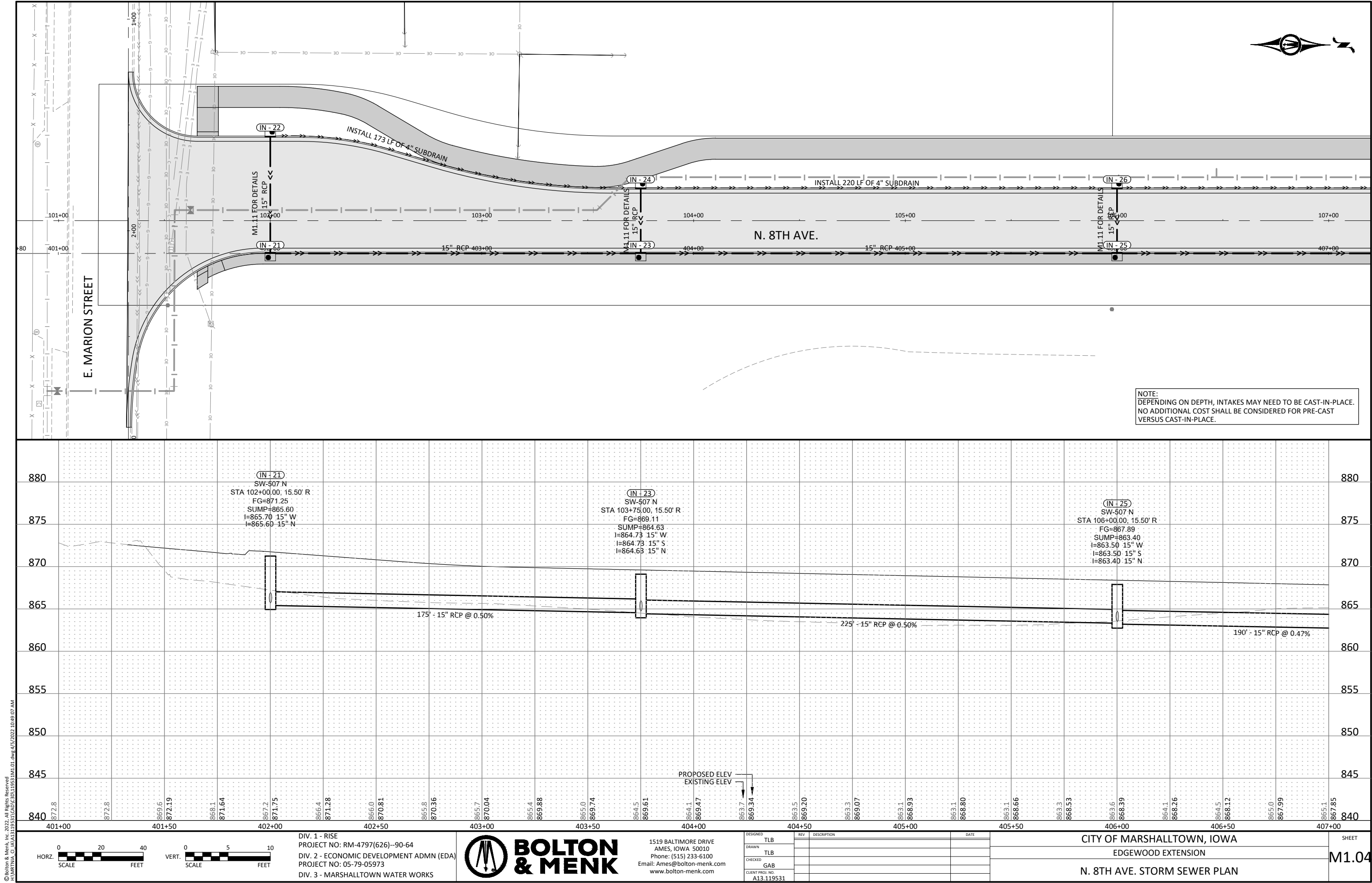


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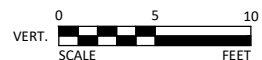
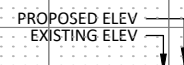
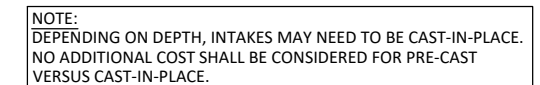
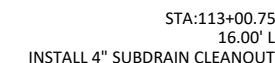


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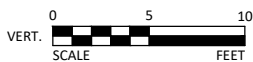
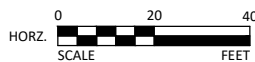
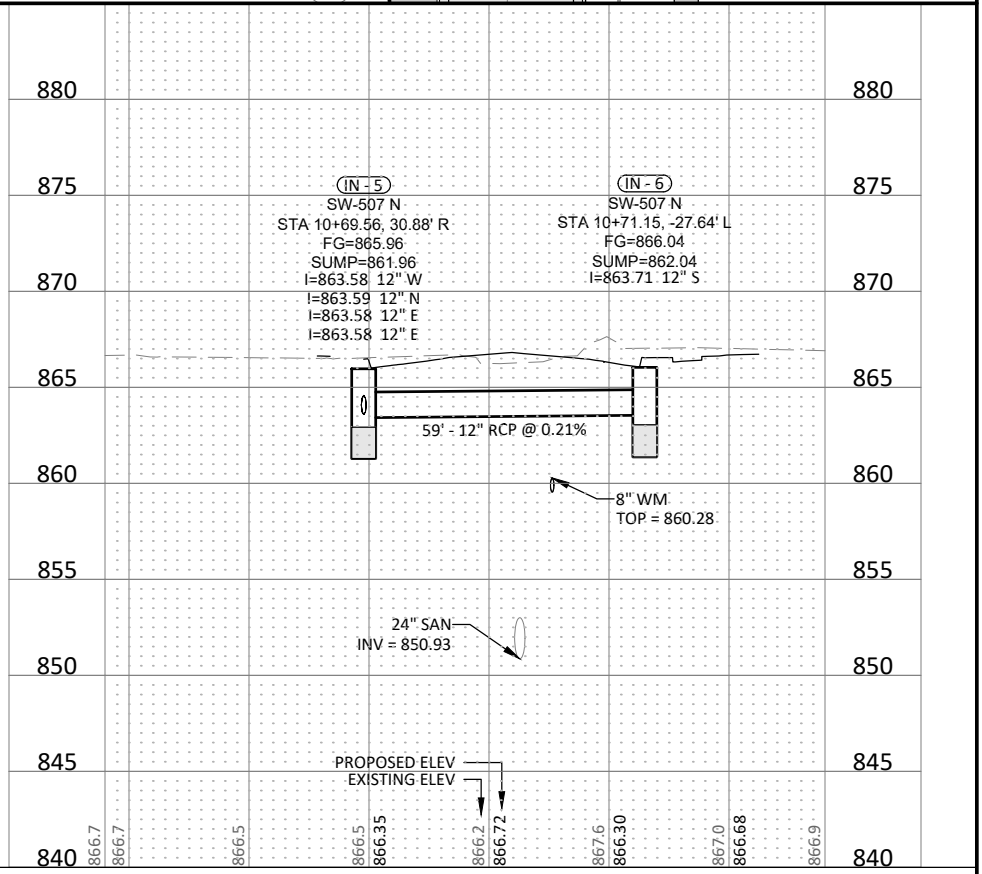
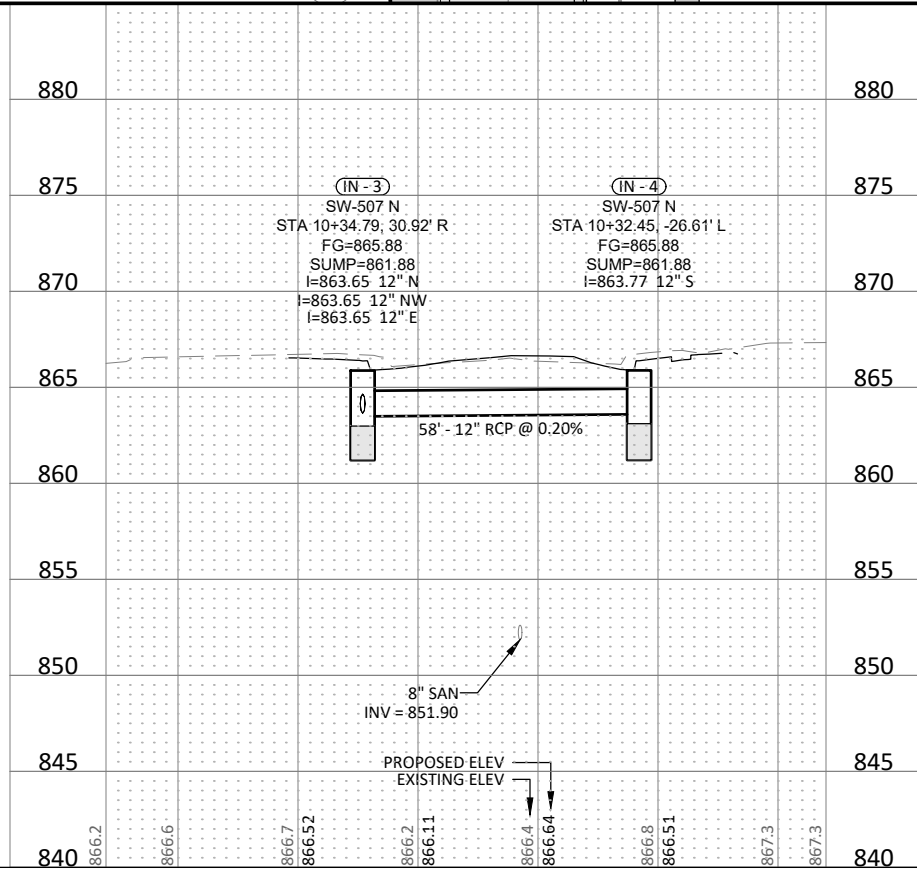
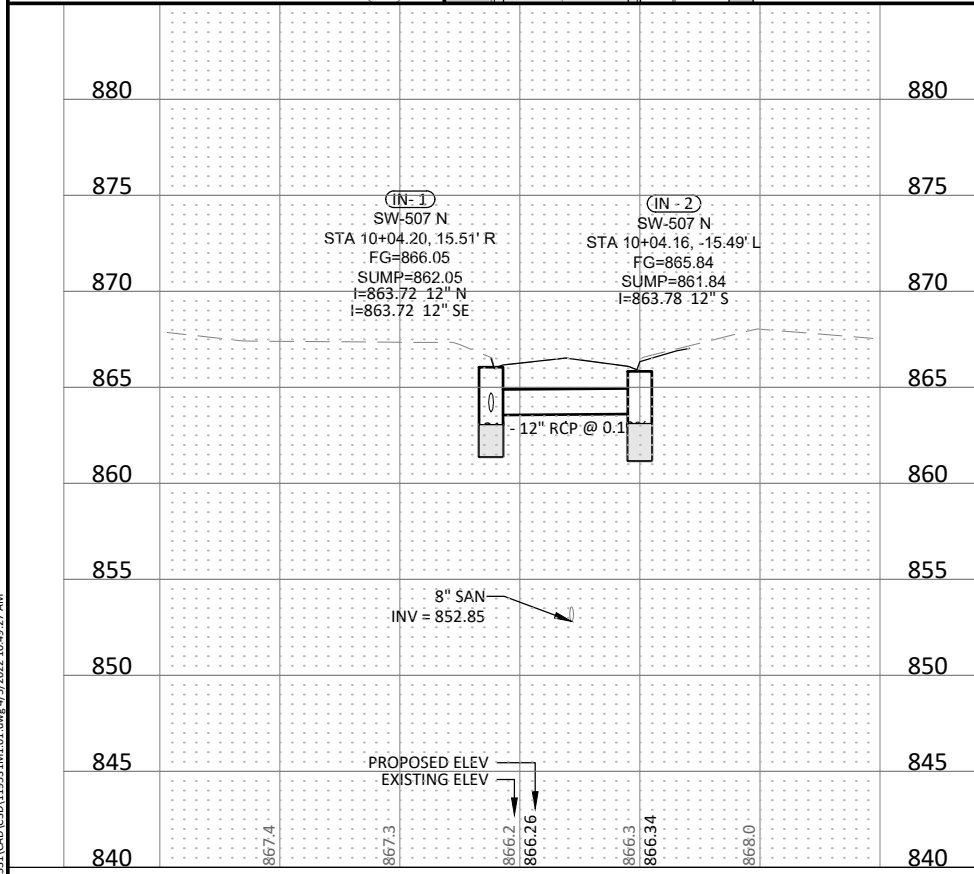
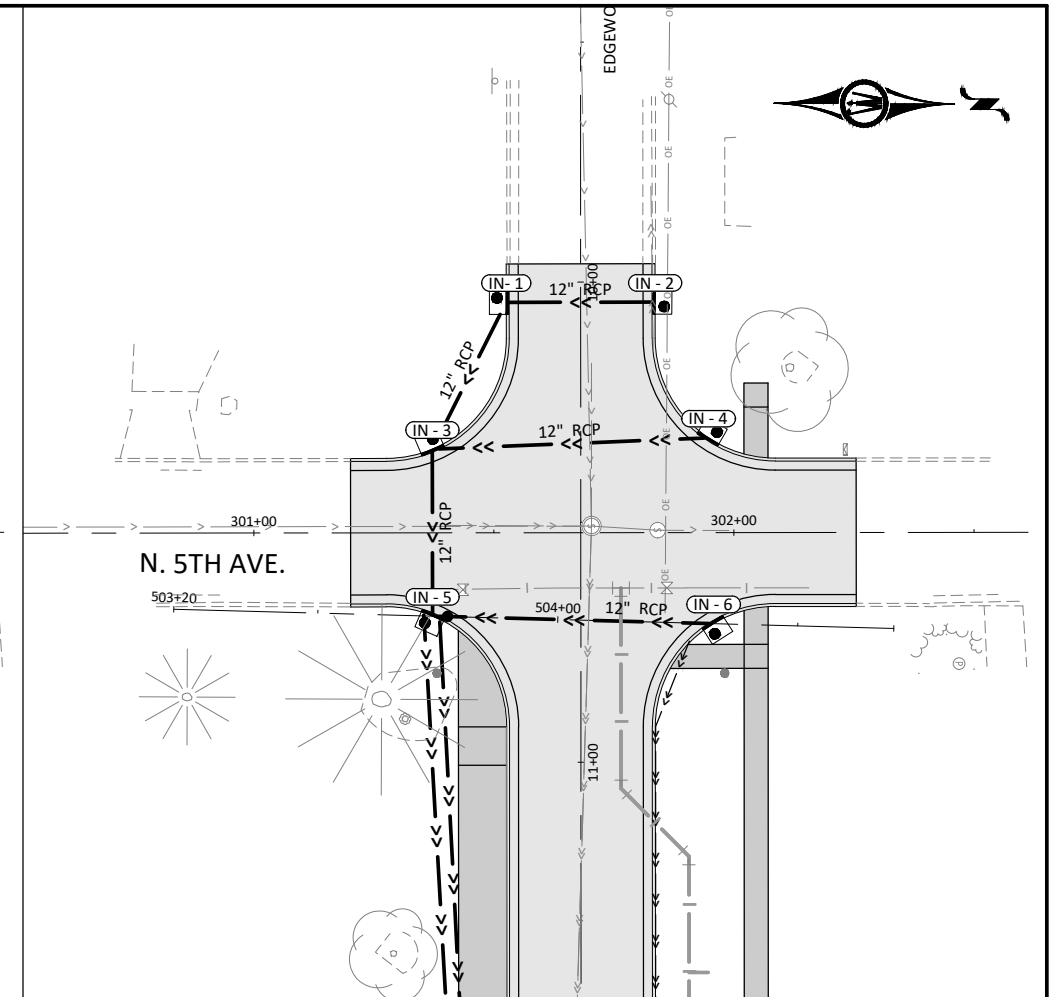
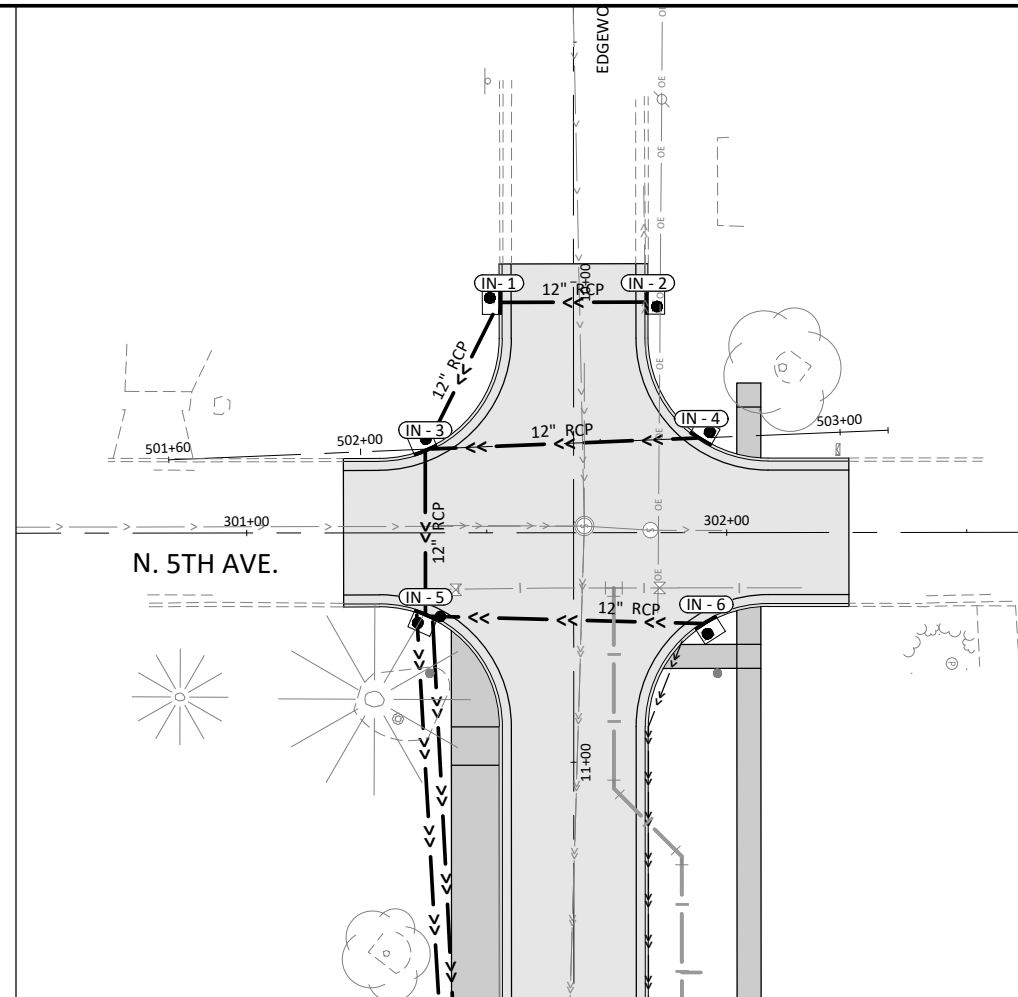
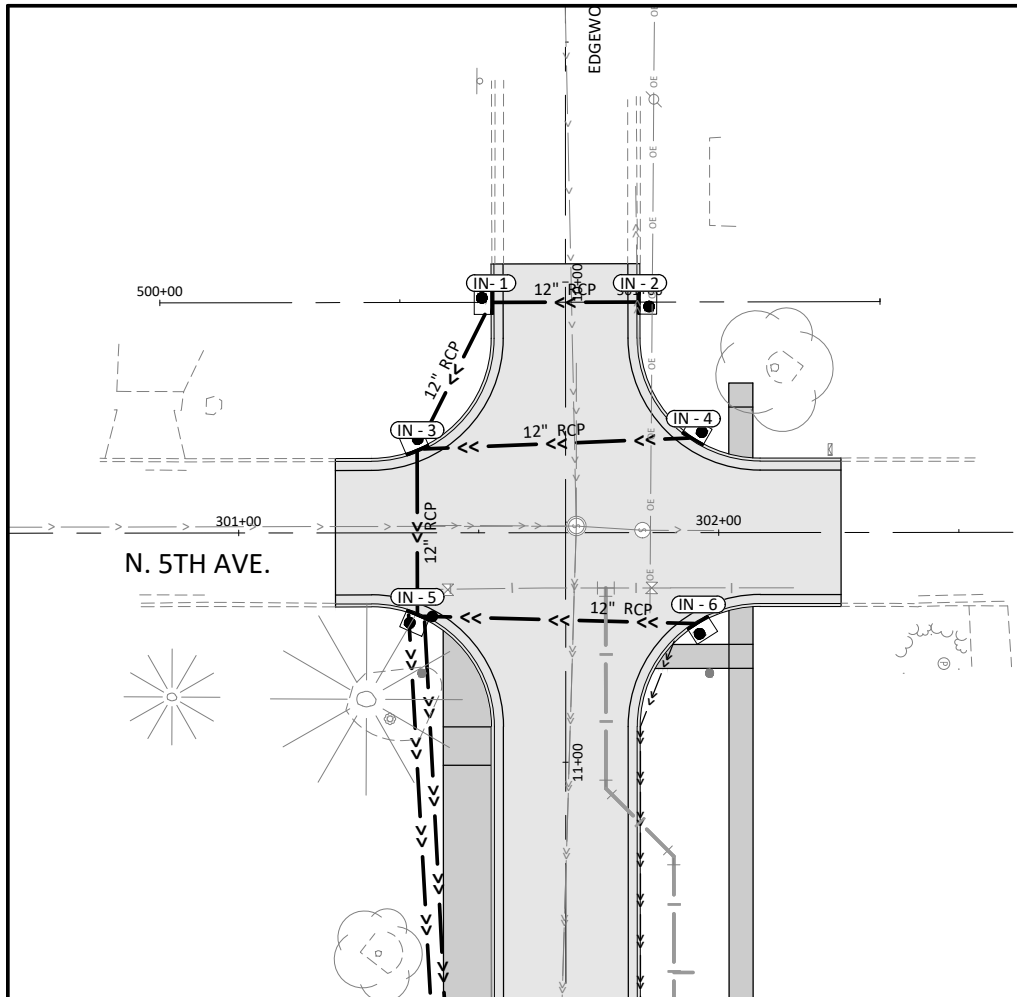

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DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS

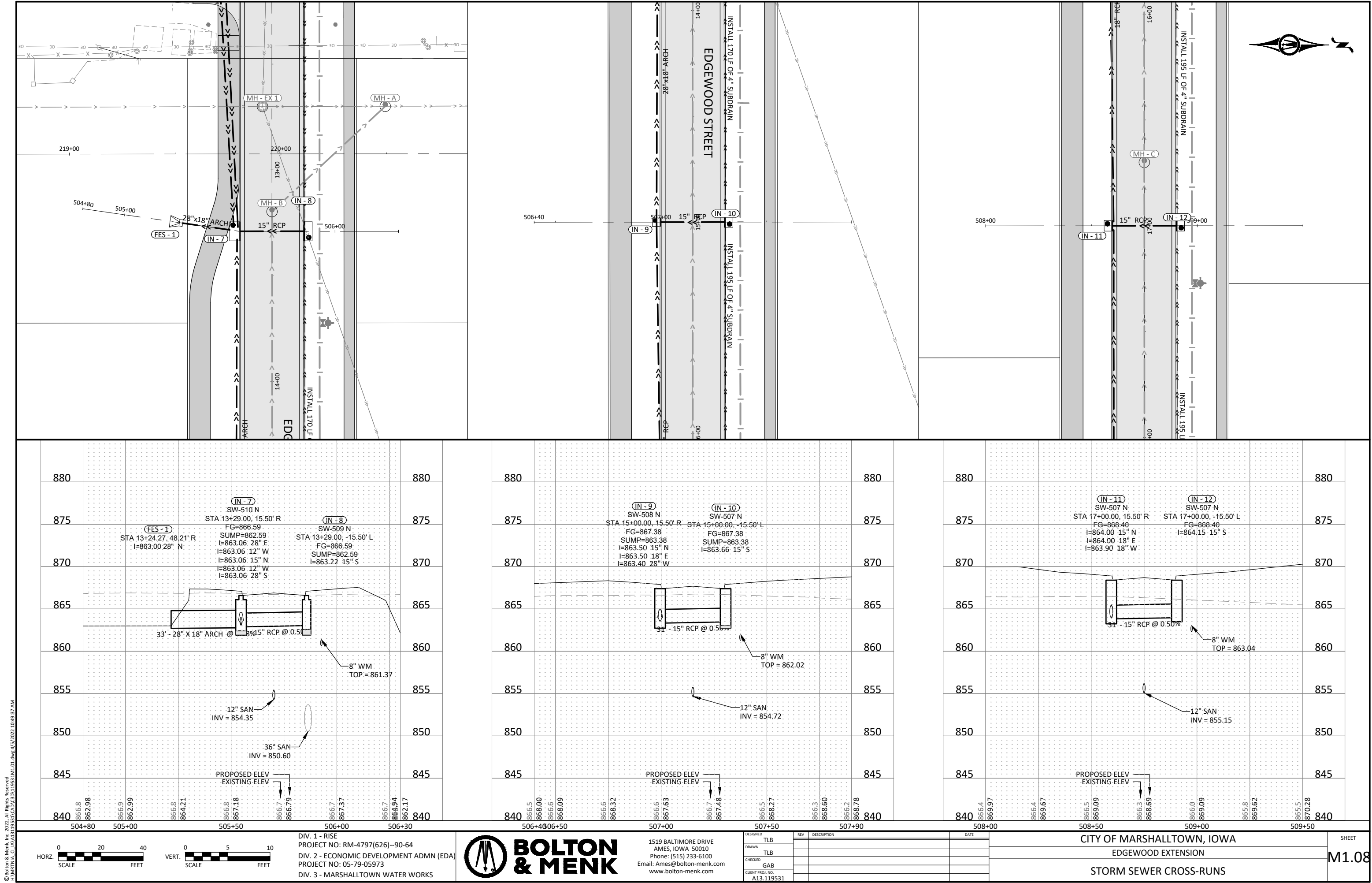


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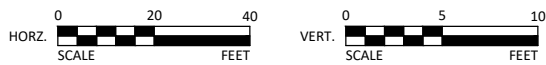
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
STORM SEWER CROSS-RUNS

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DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



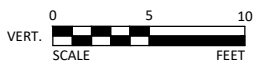
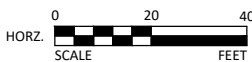
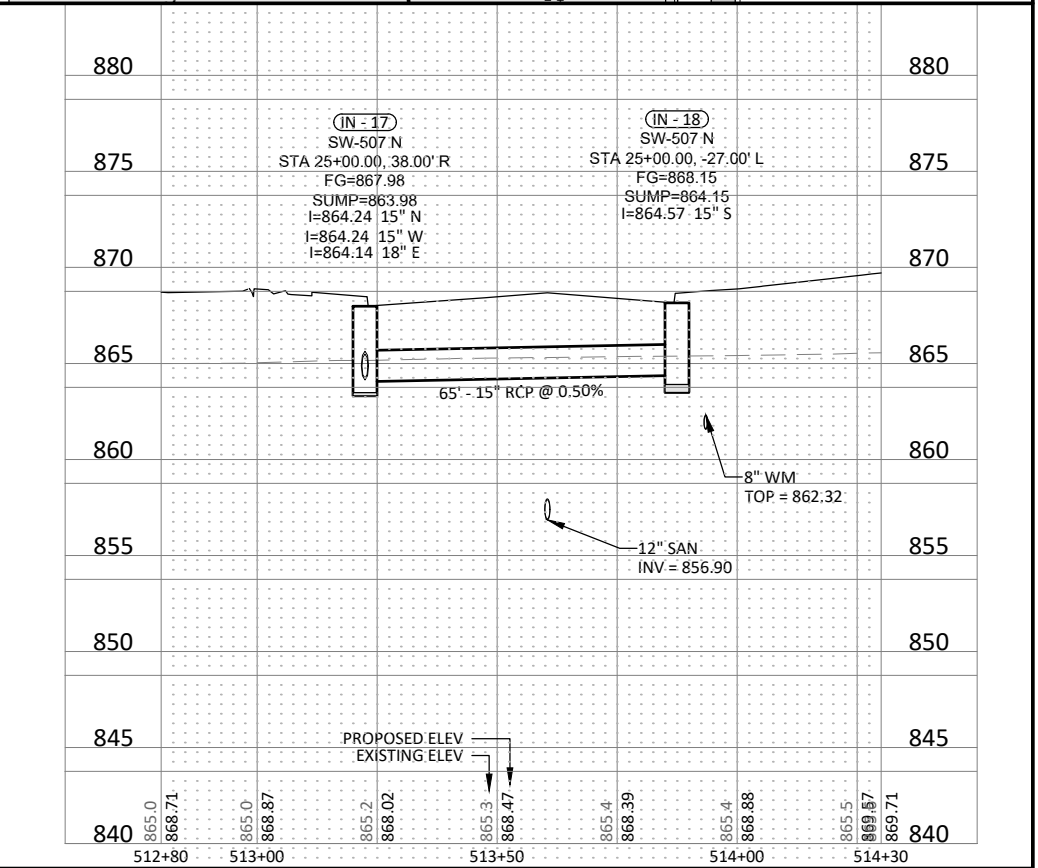
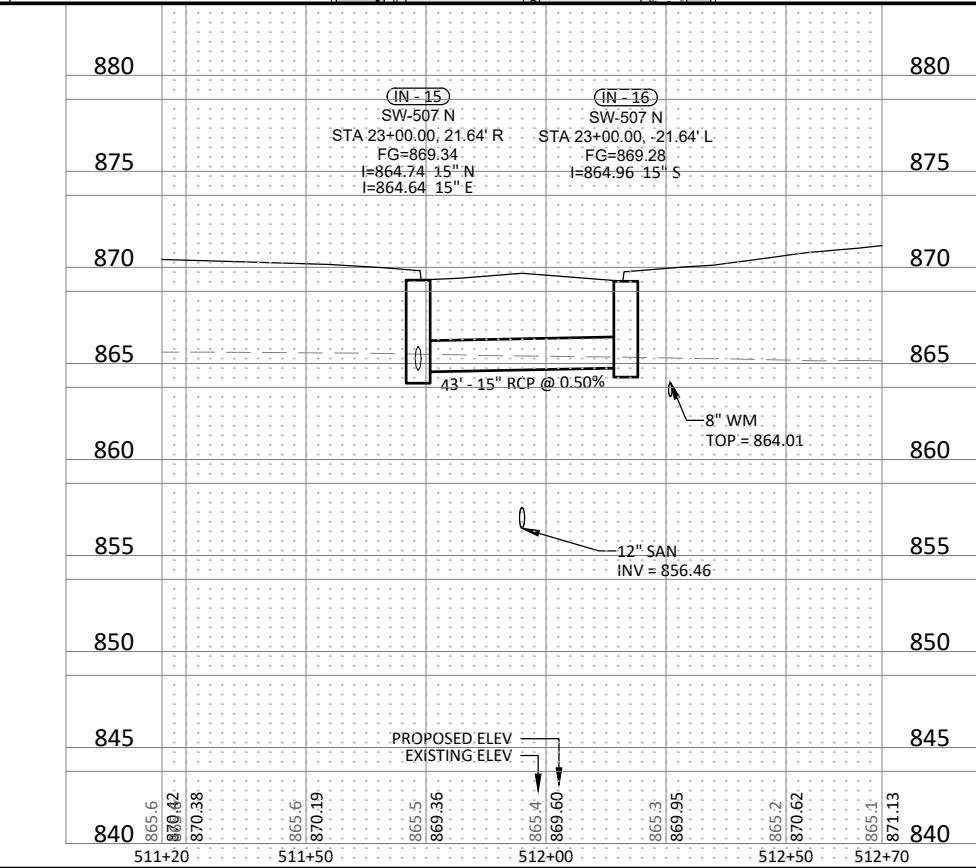
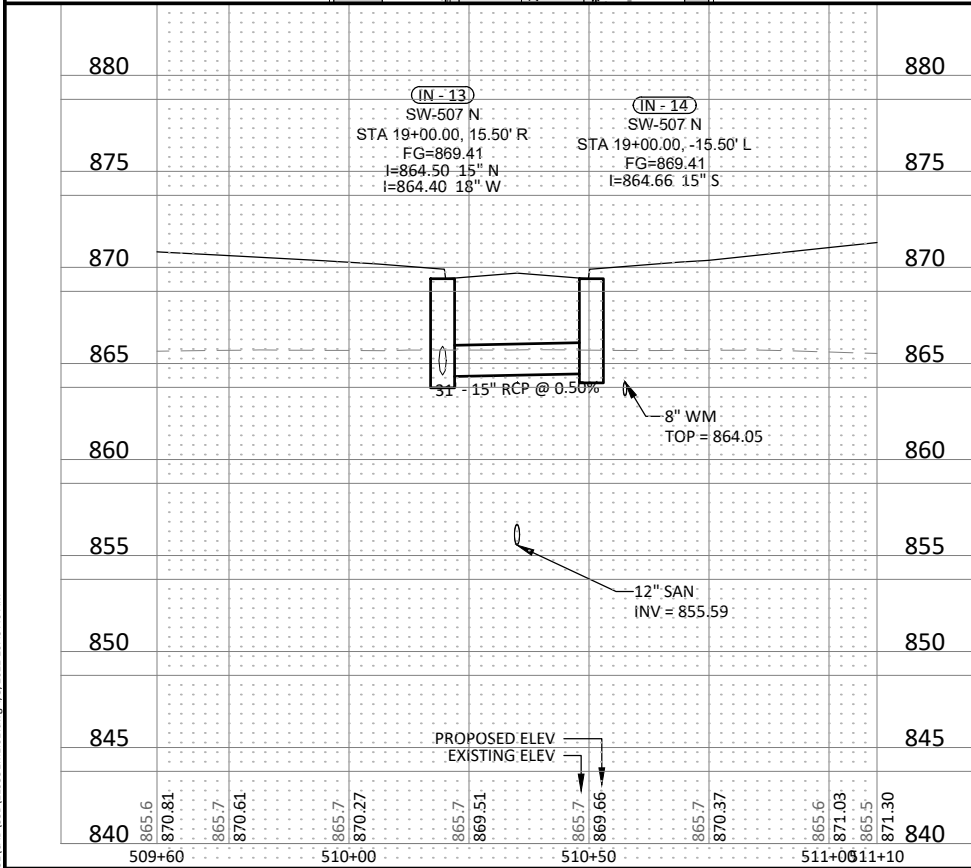
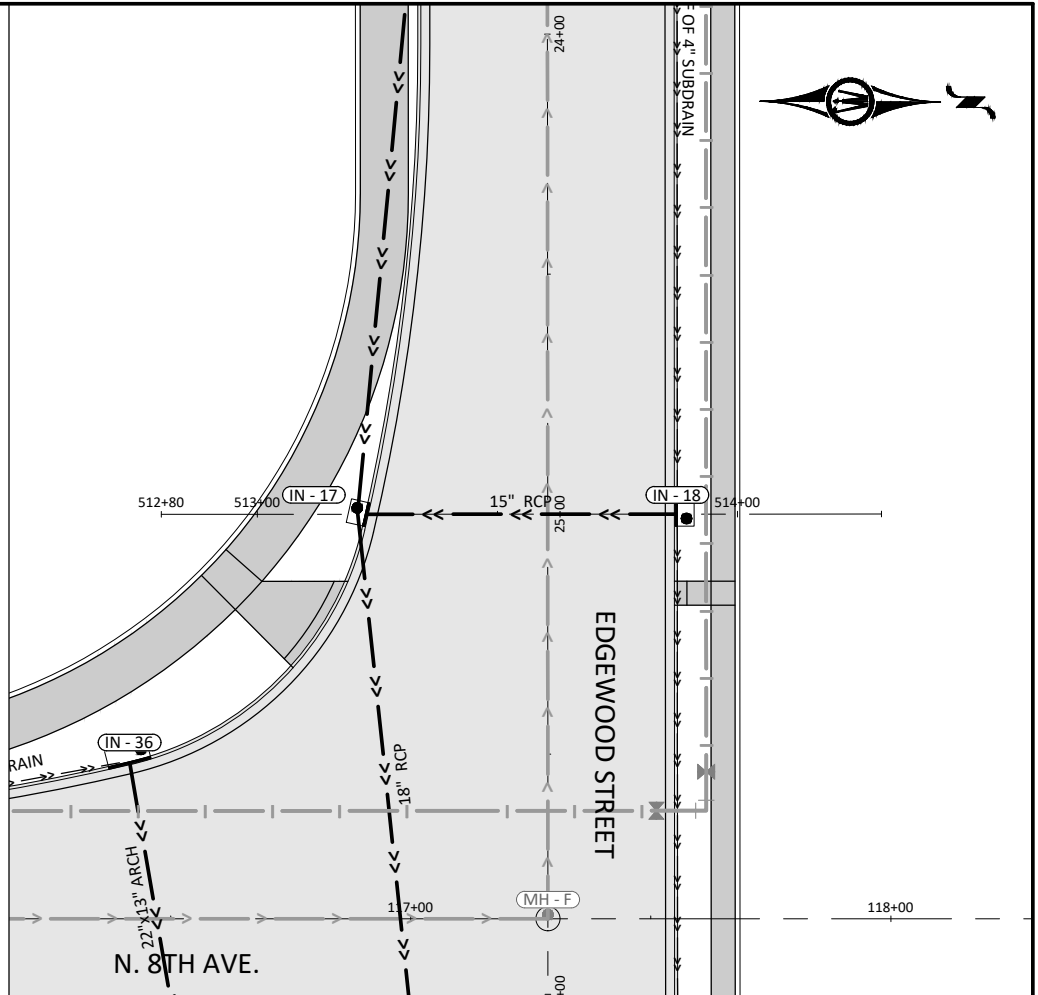
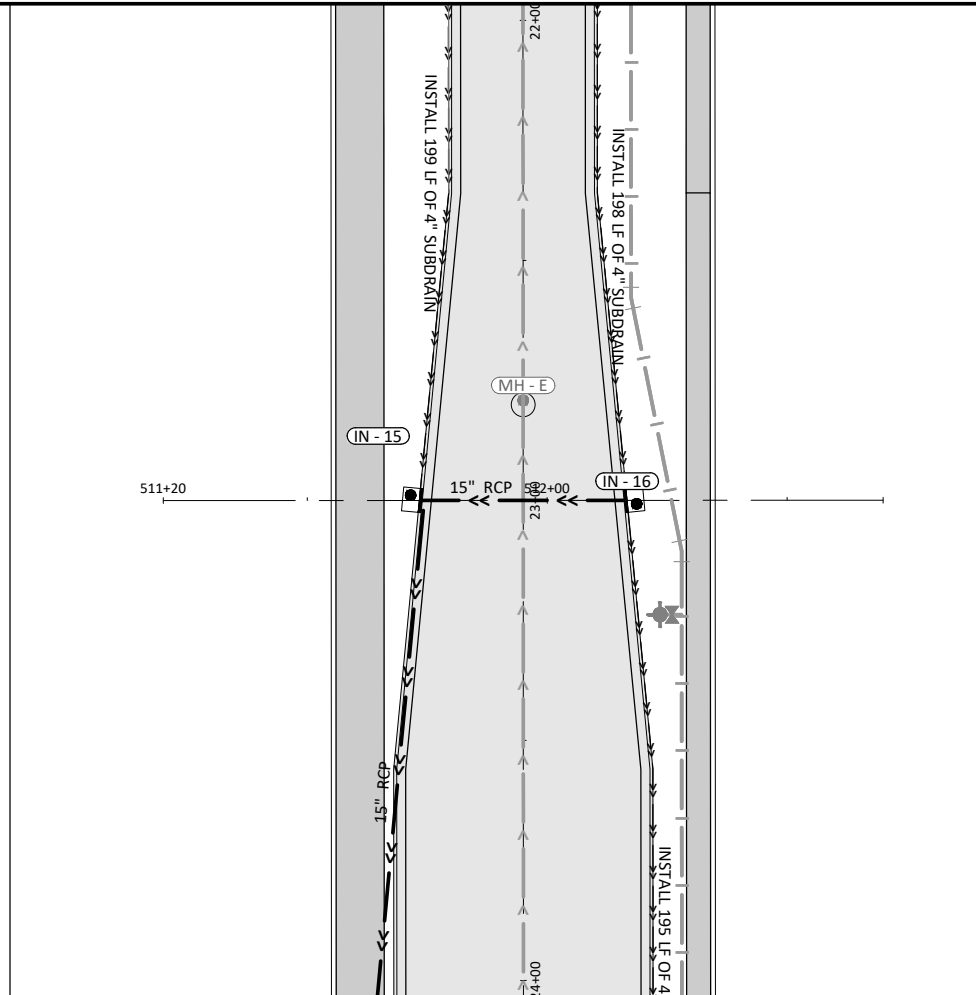
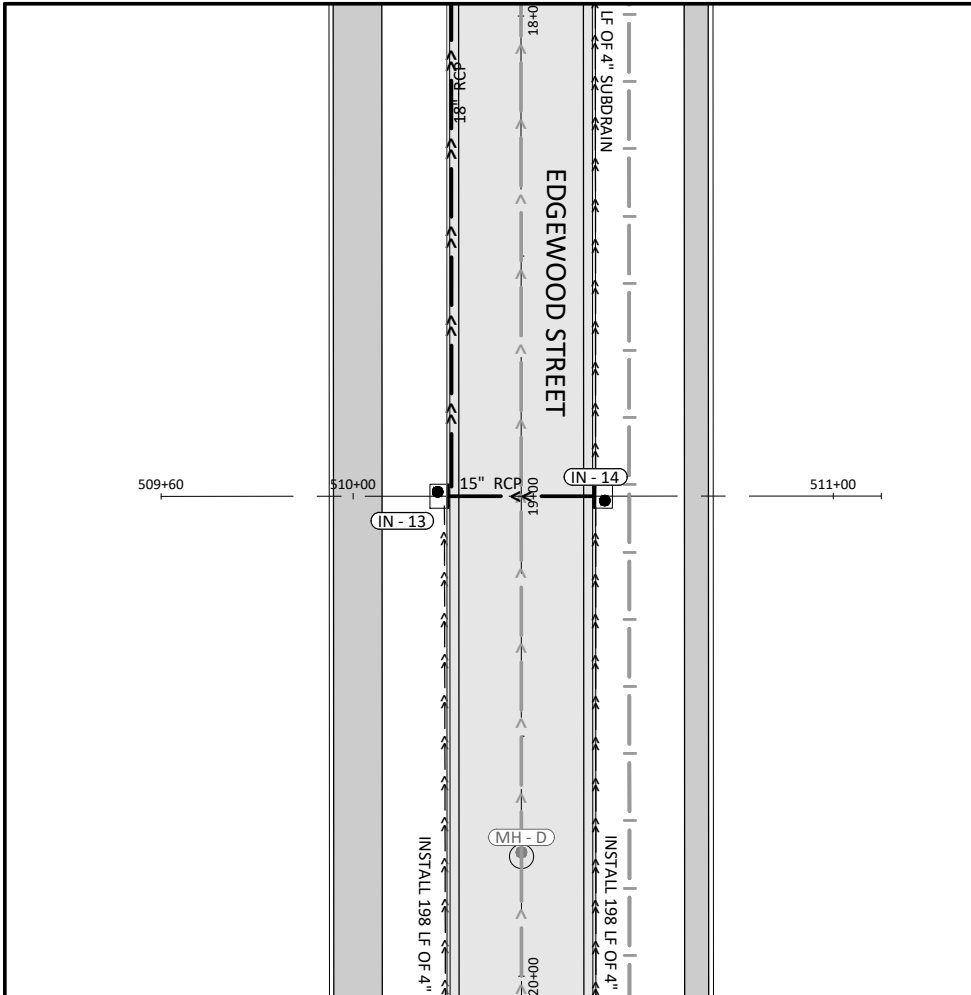
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
STORM SEWER CROSS-RUNS

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DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



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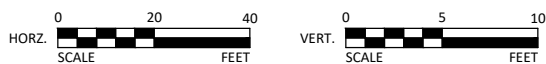
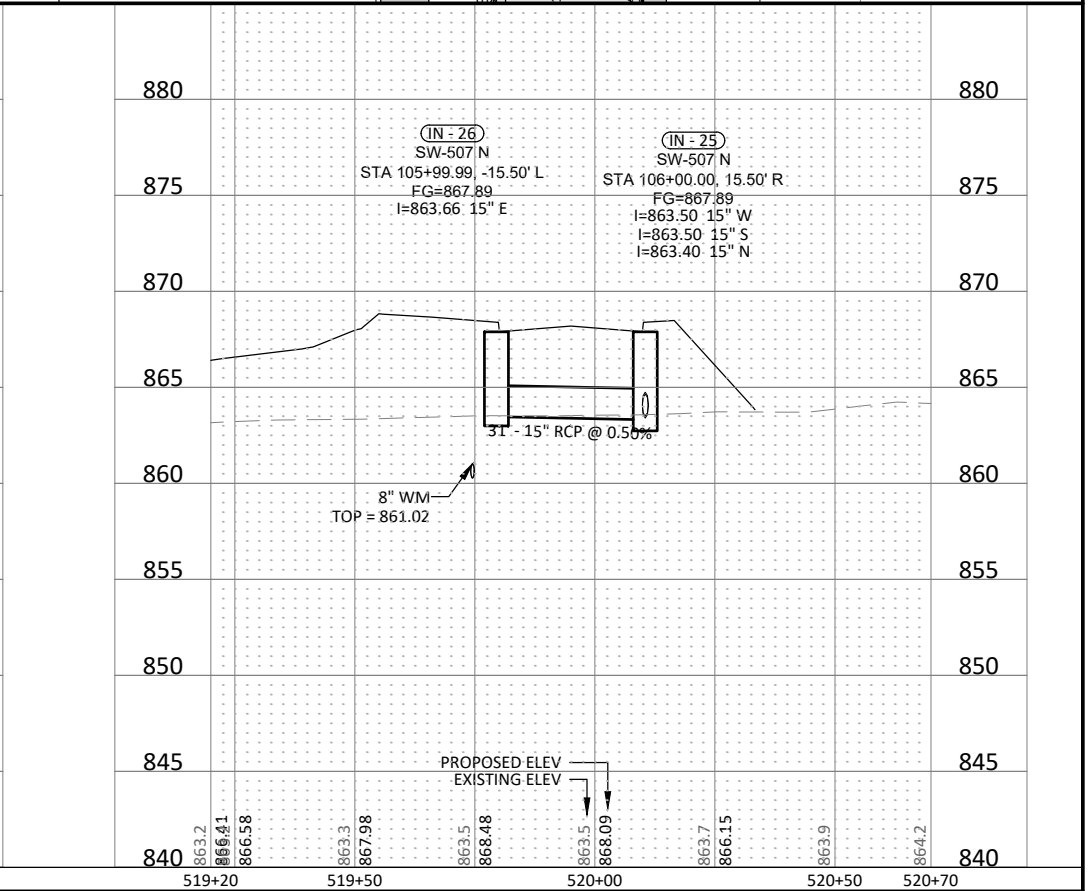
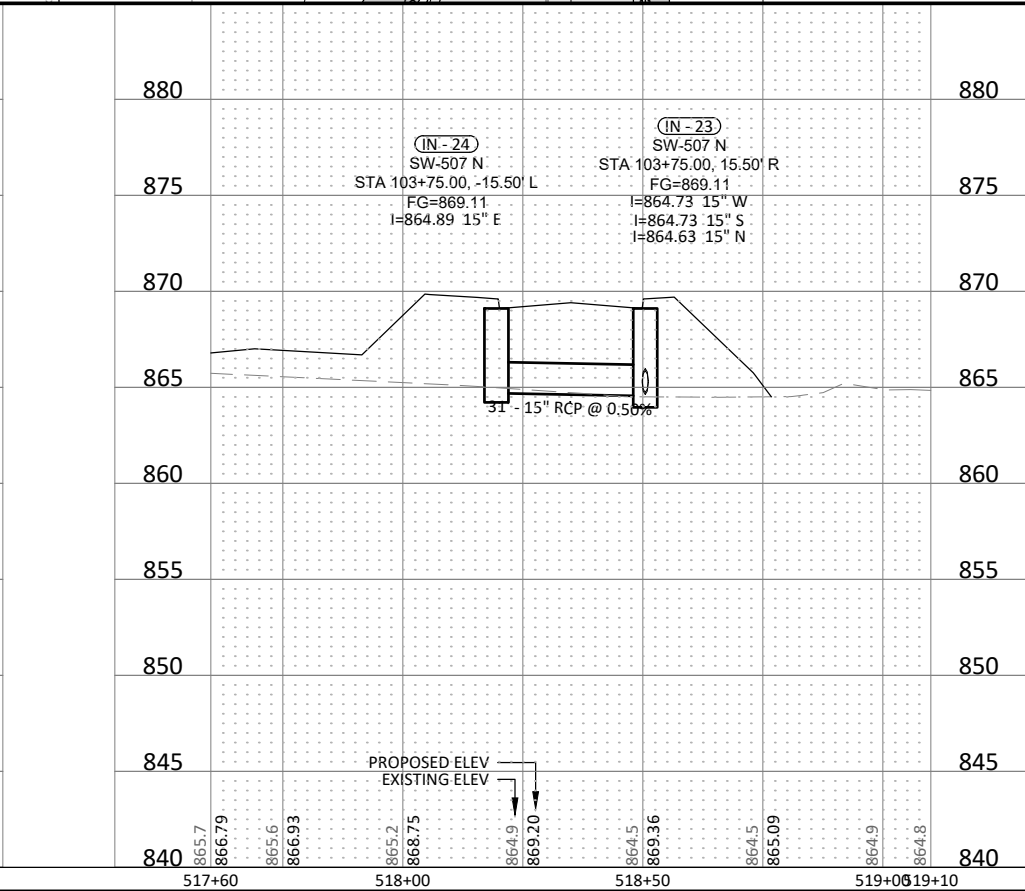
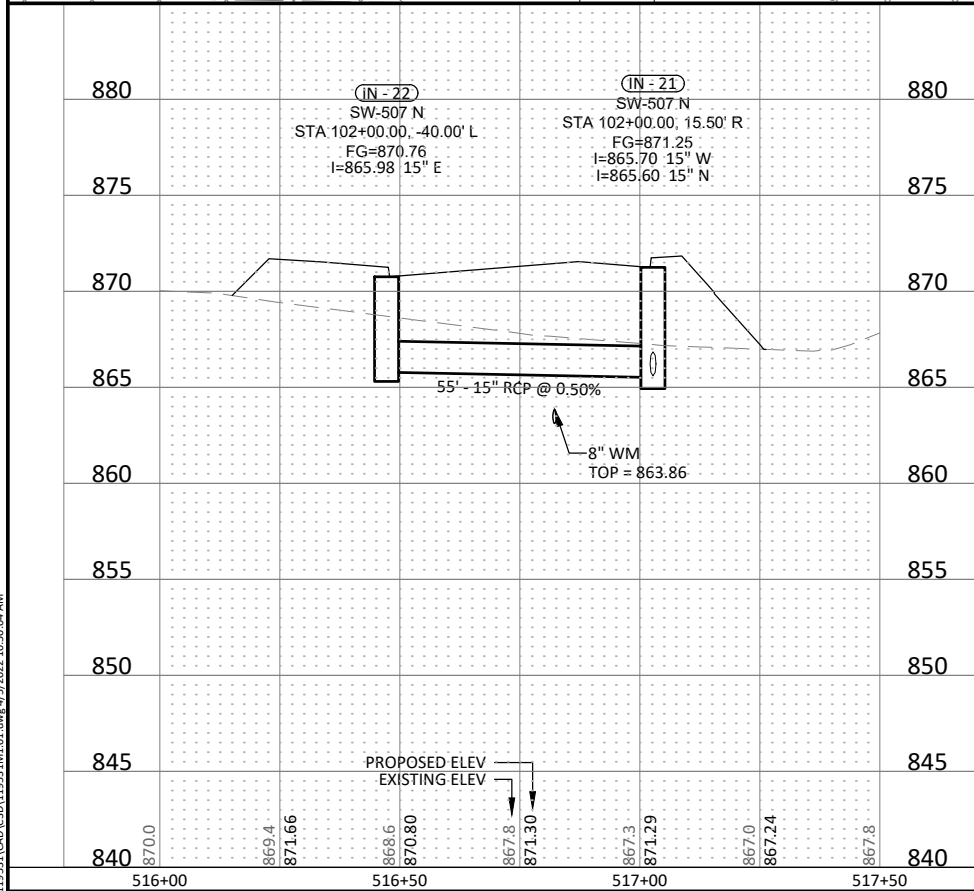
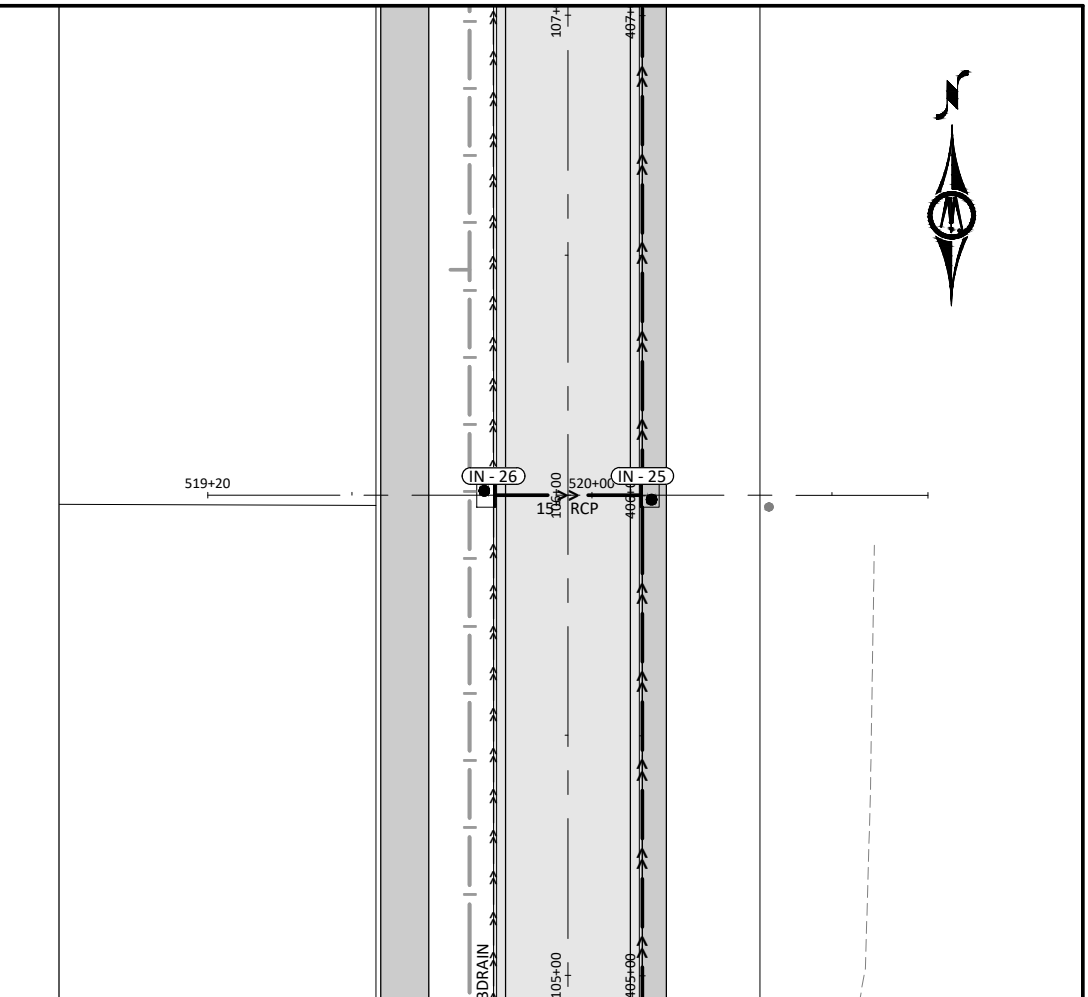
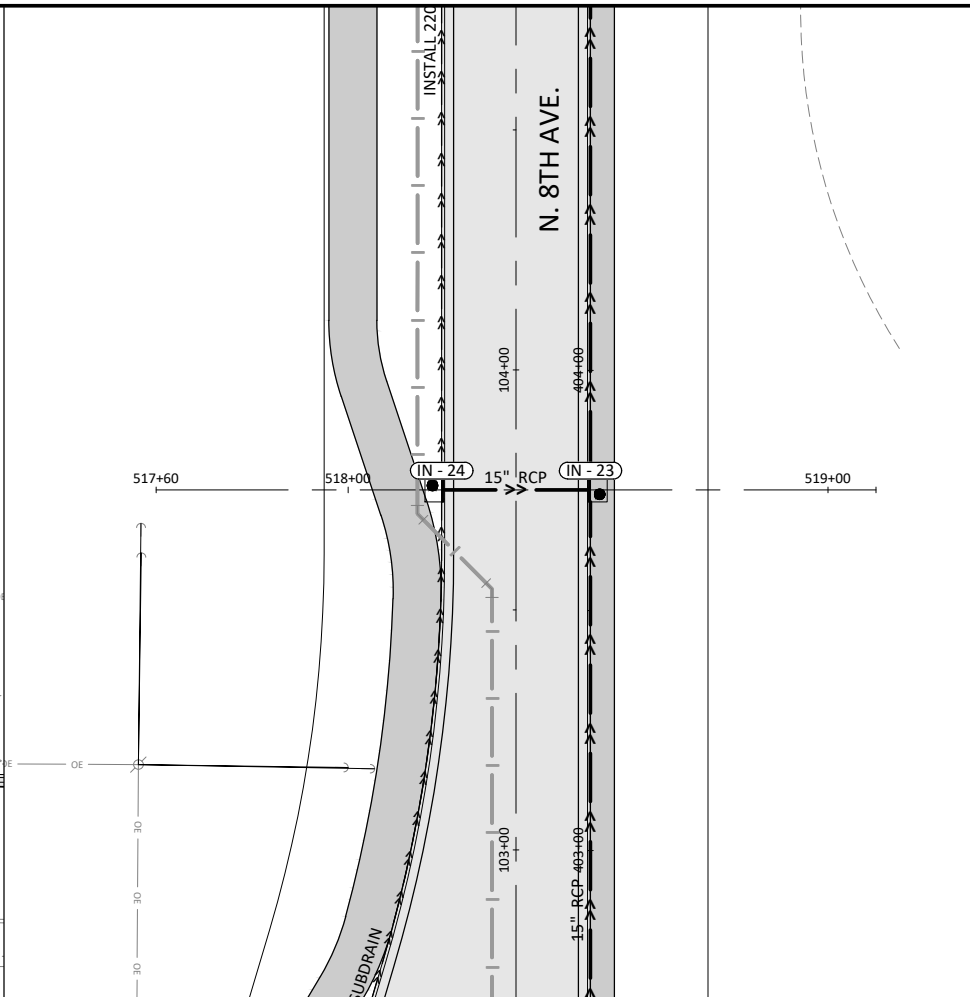
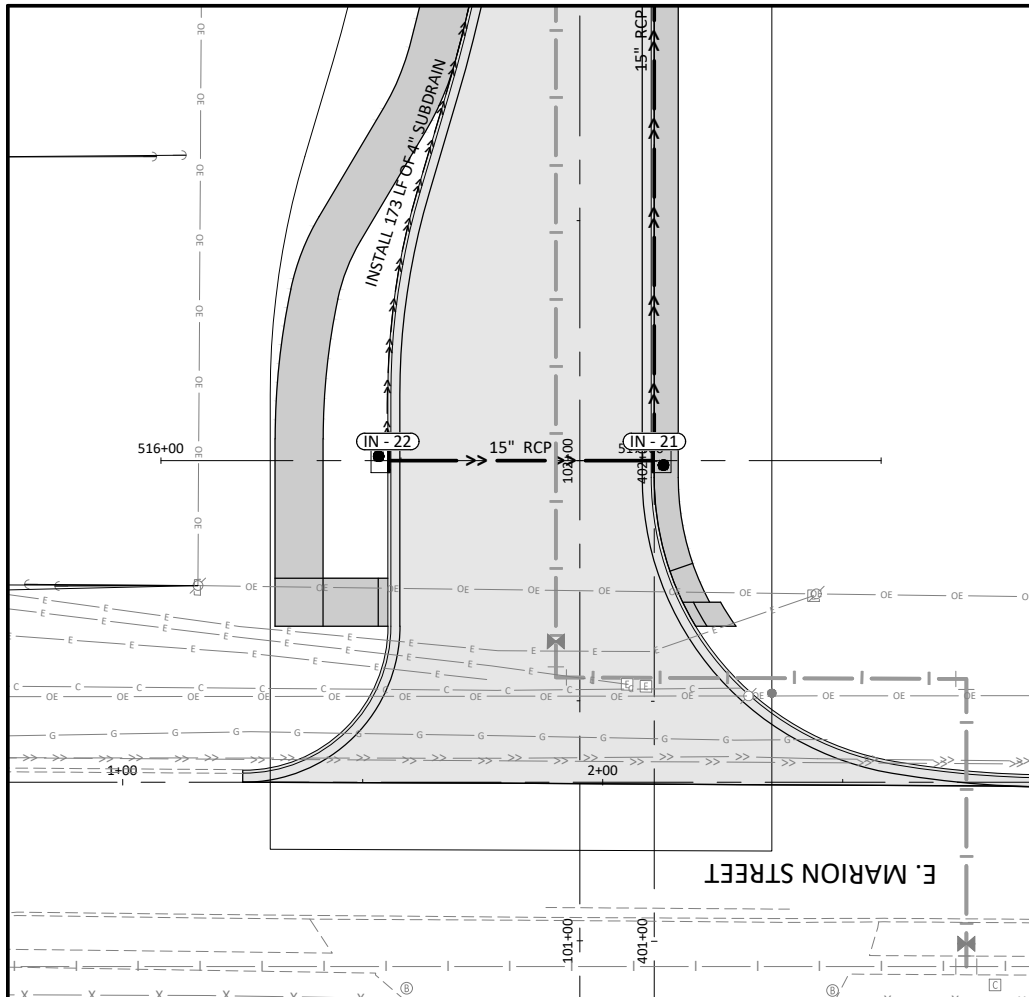
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EDGEWOOD EXTENSION
STORM SEWER CROSS-RUNS

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DIV. 1 - RISE
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DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



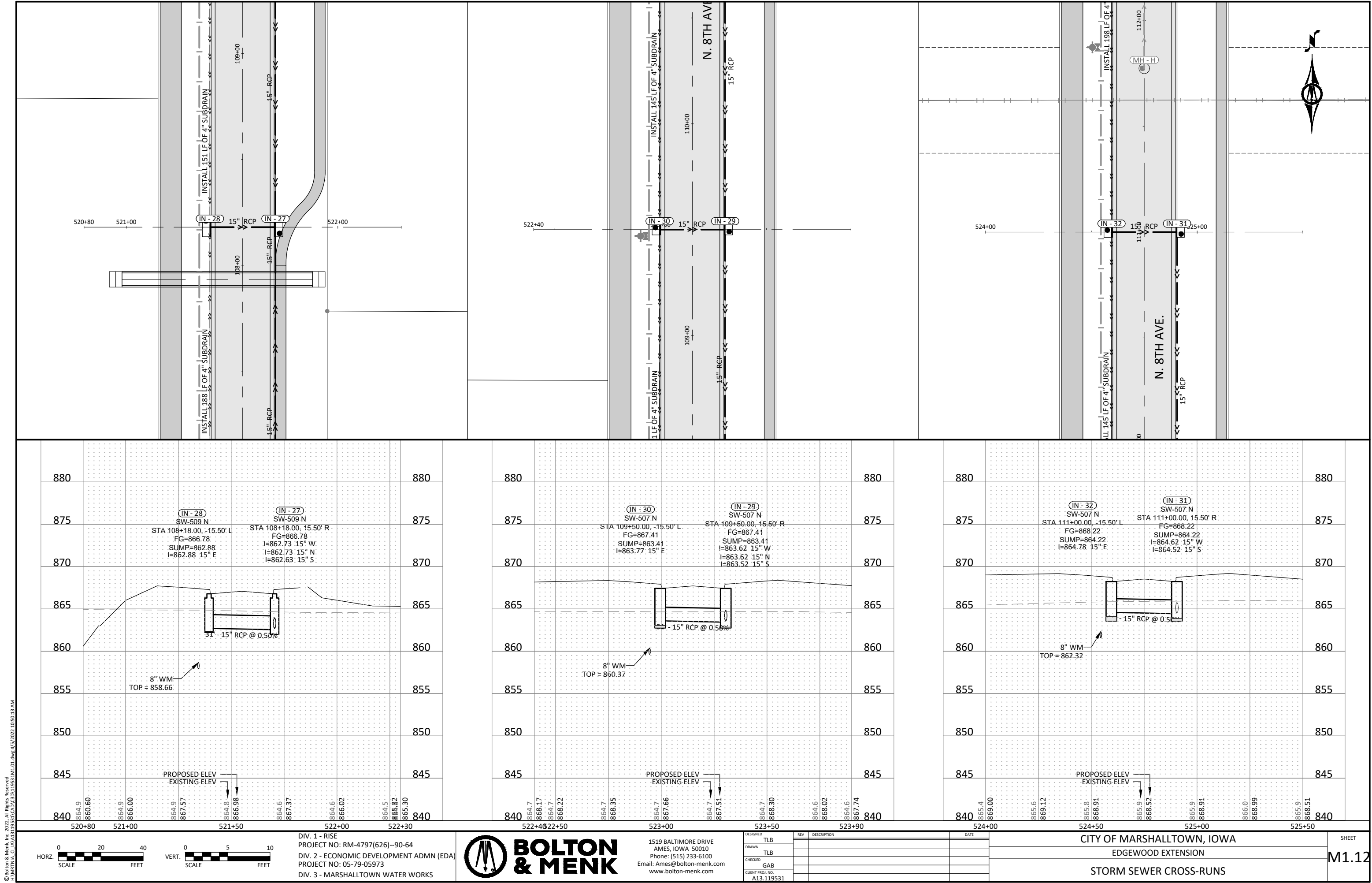
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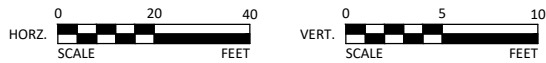
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DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



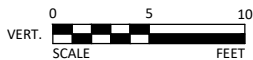
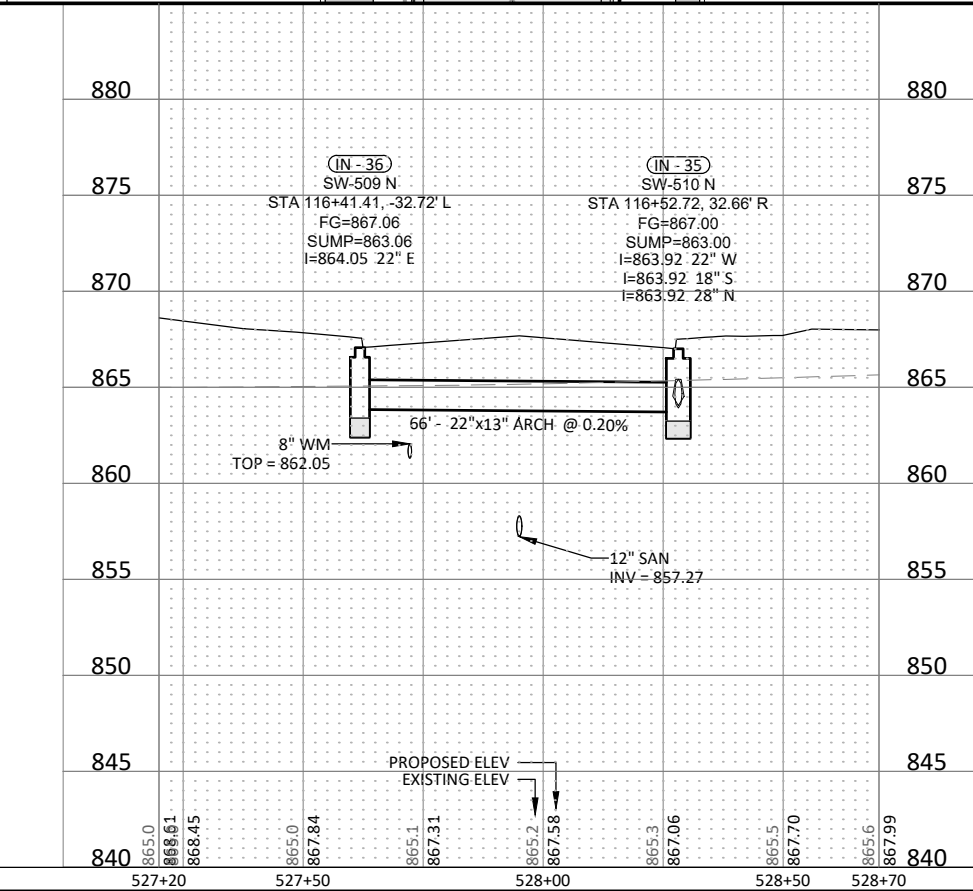
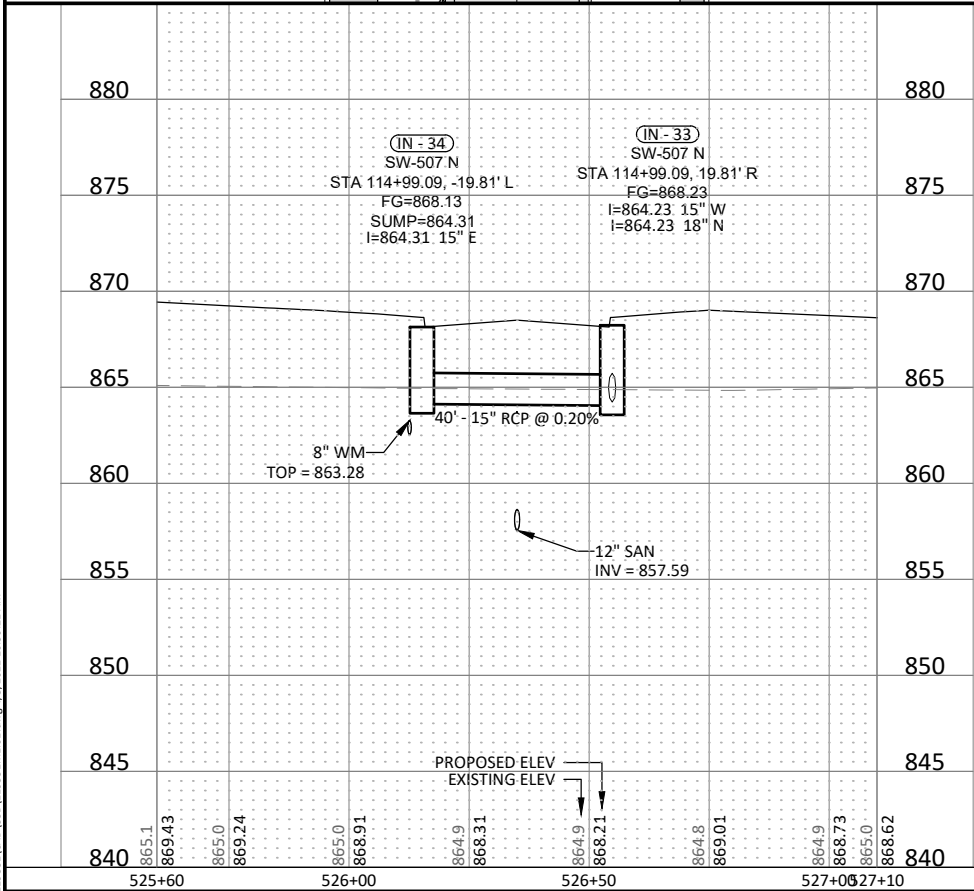
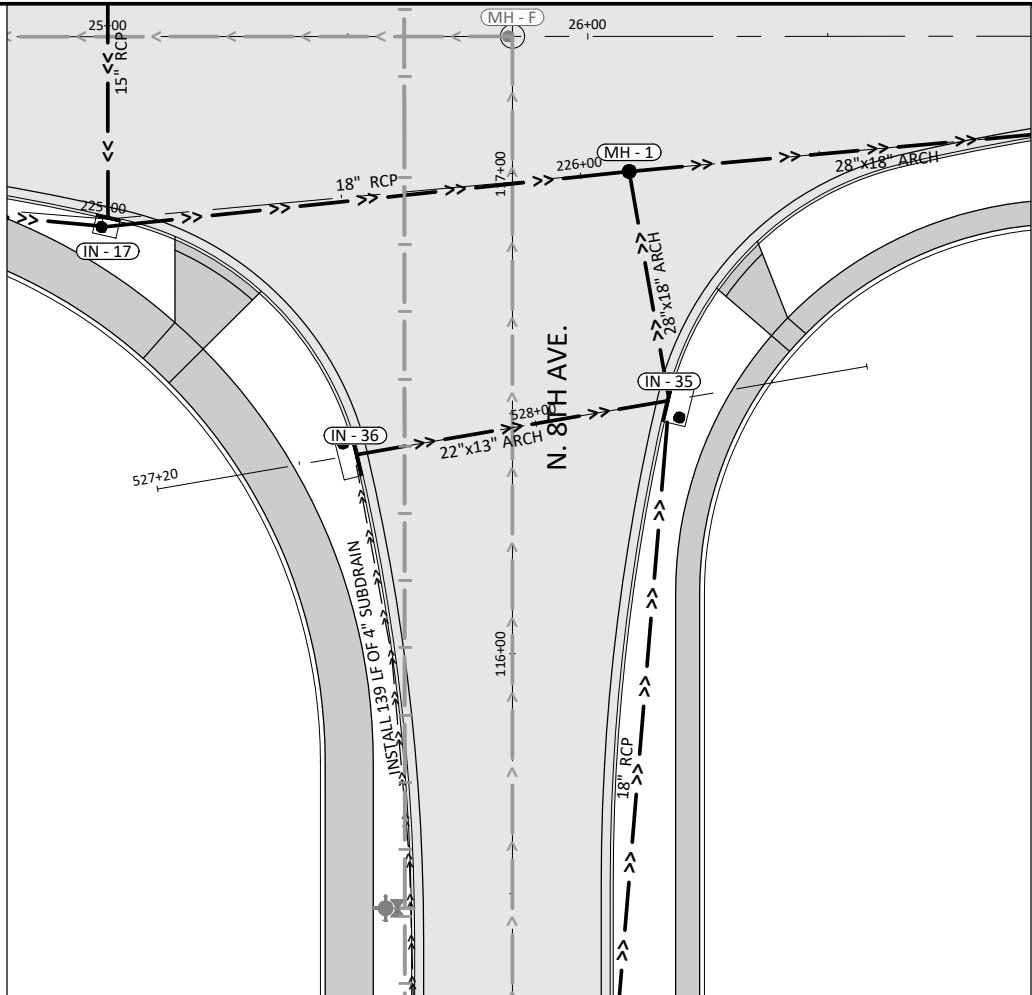
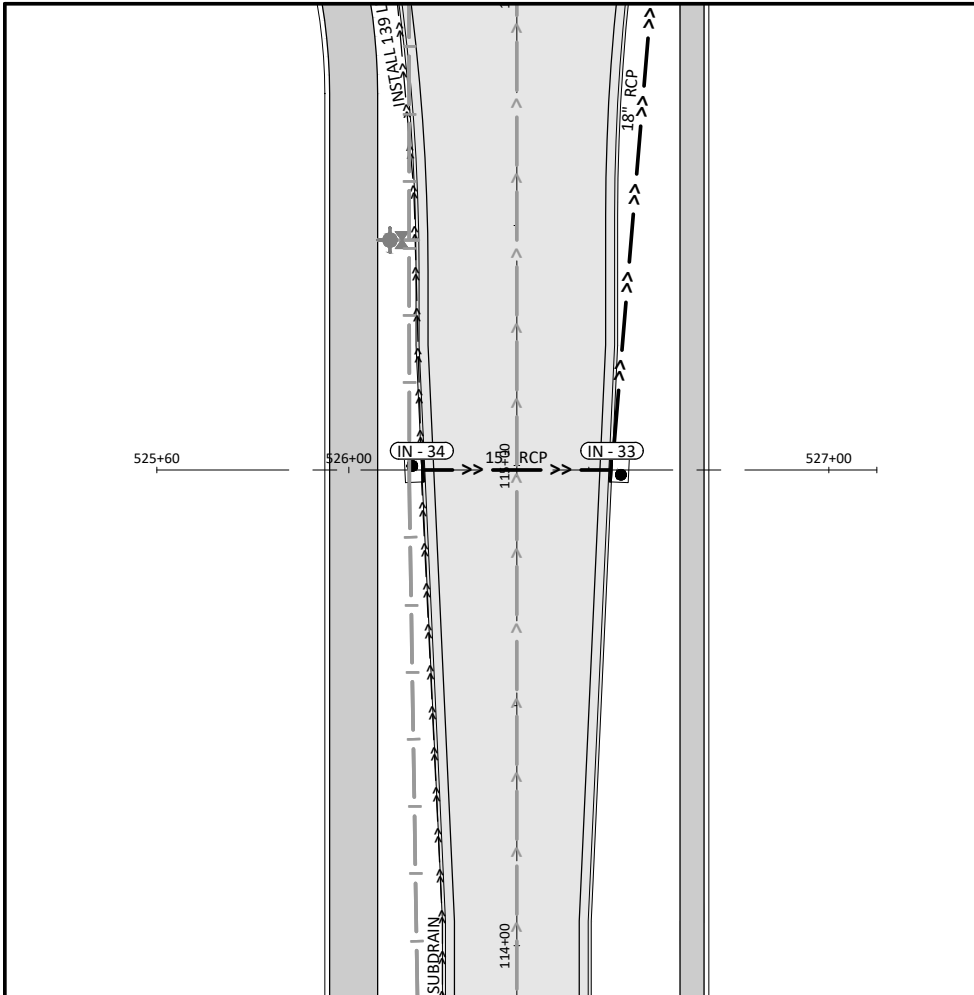
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
STORM SEWER CROSS-RUNS

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DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



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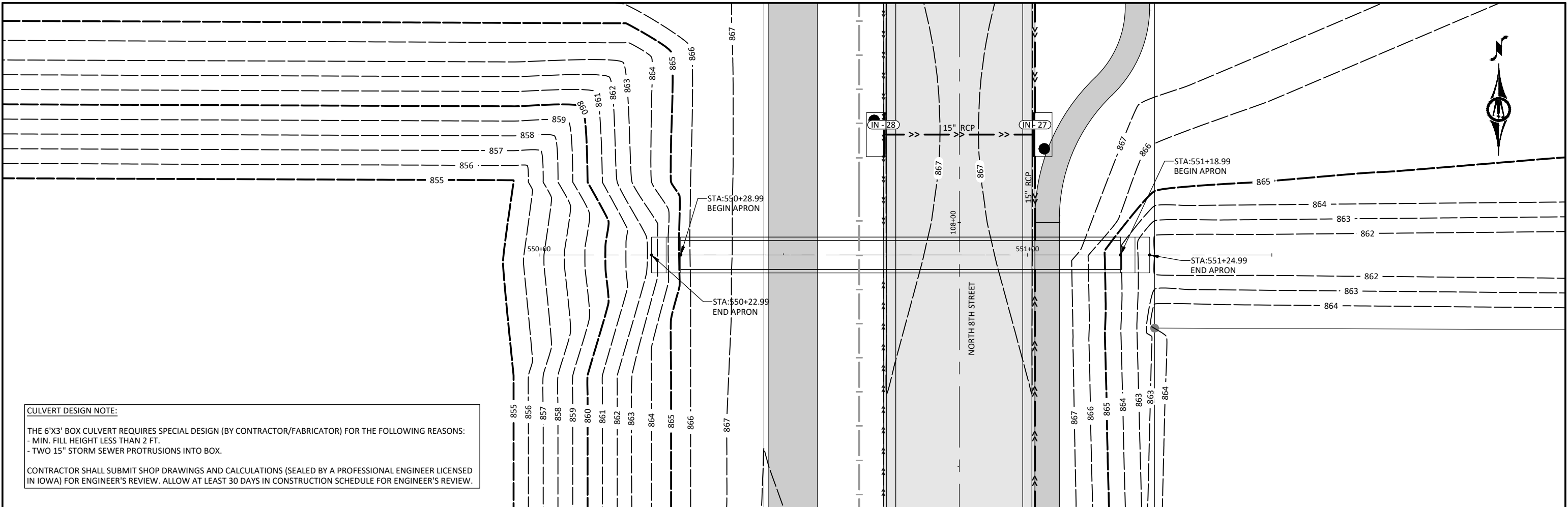
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
STORM SEWER CROSS-RUNS

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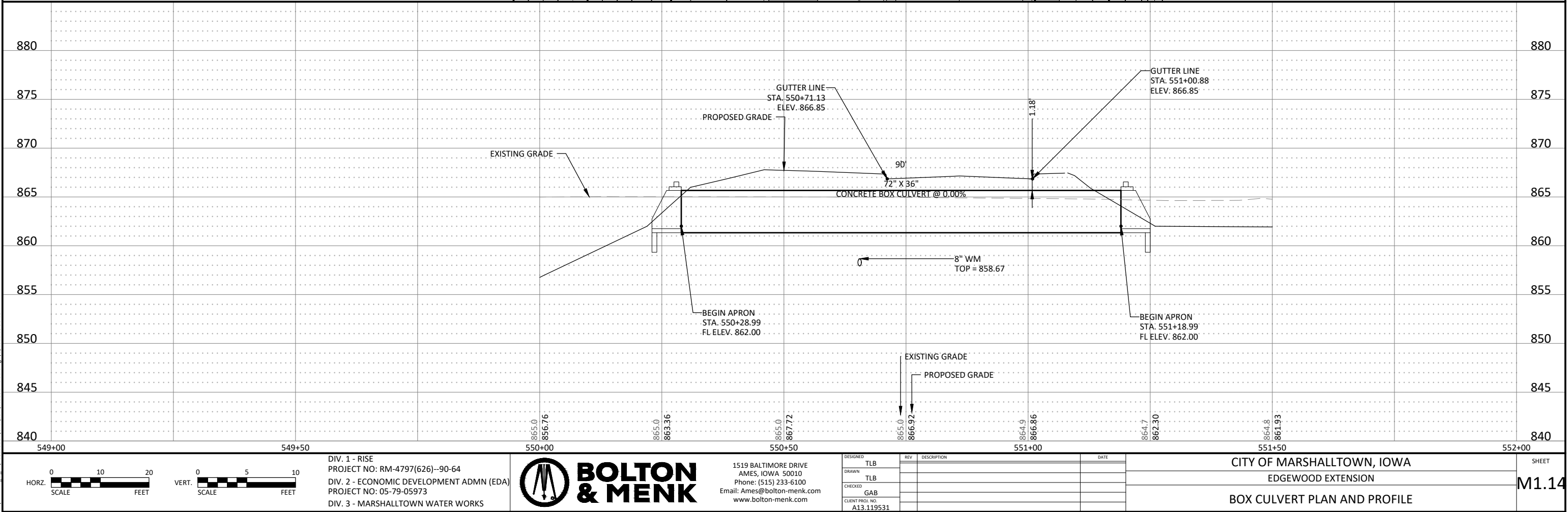
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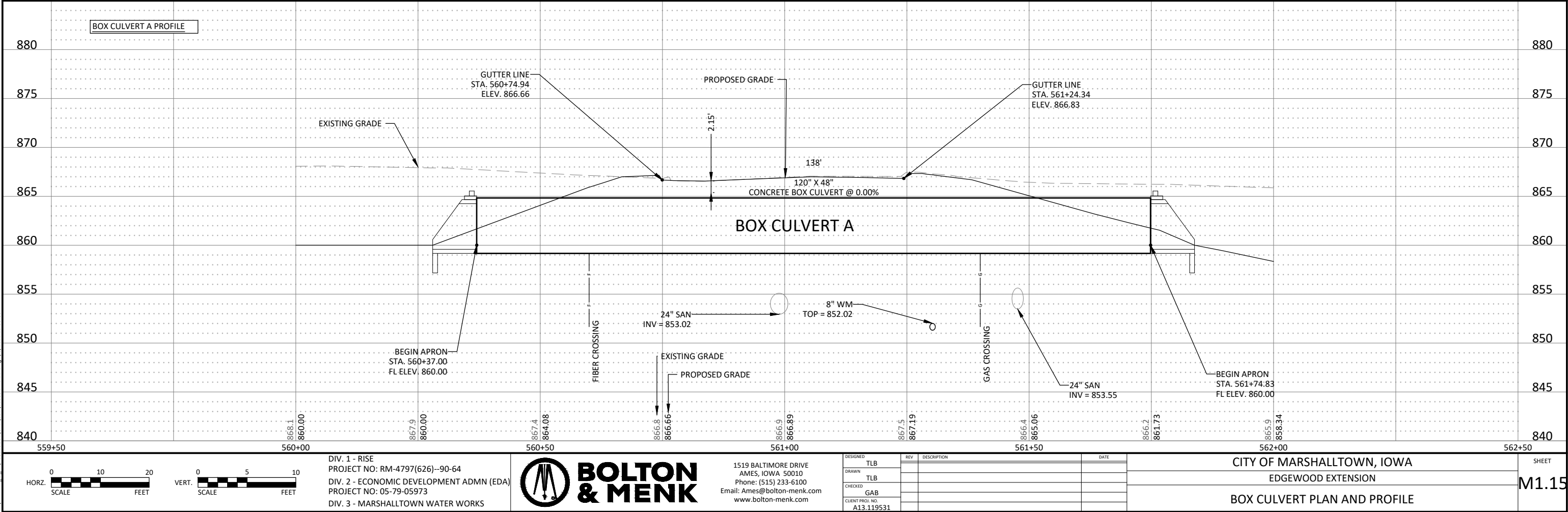
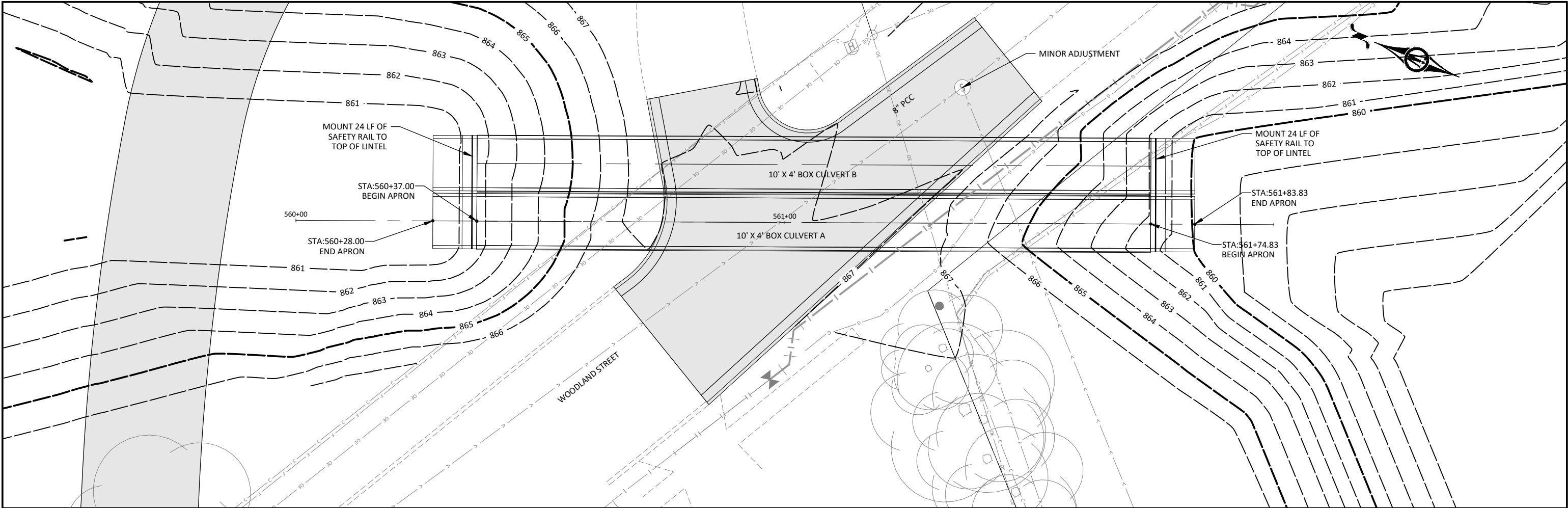


CULVERT DESIGN NOTE:

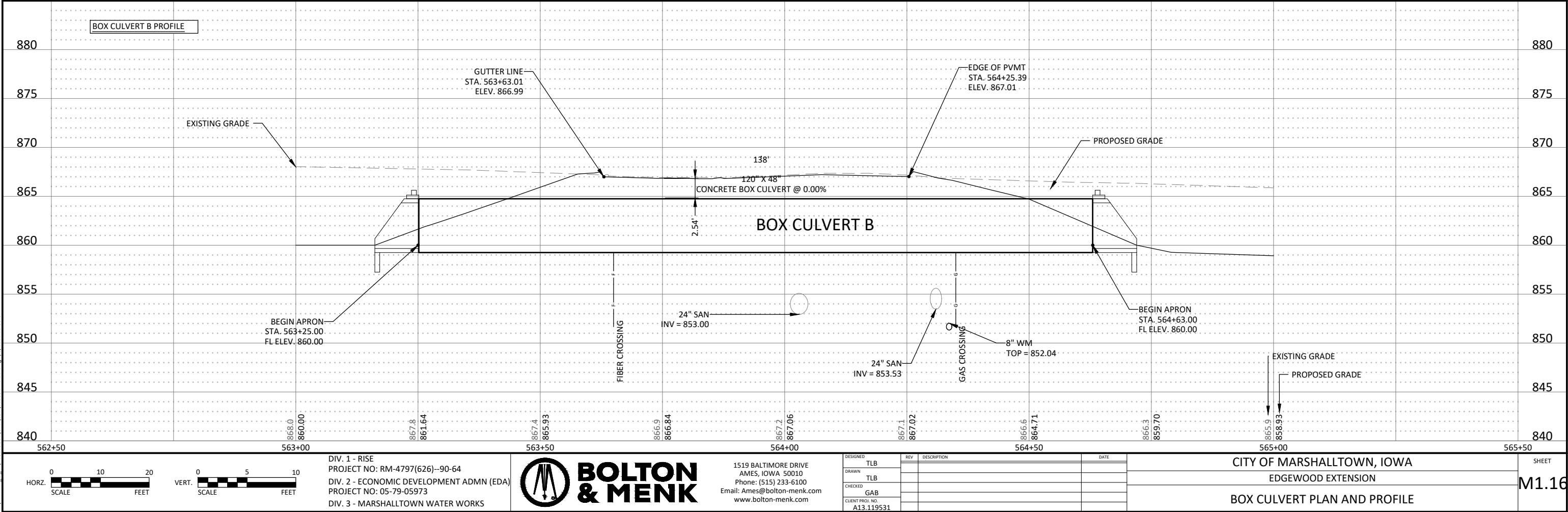
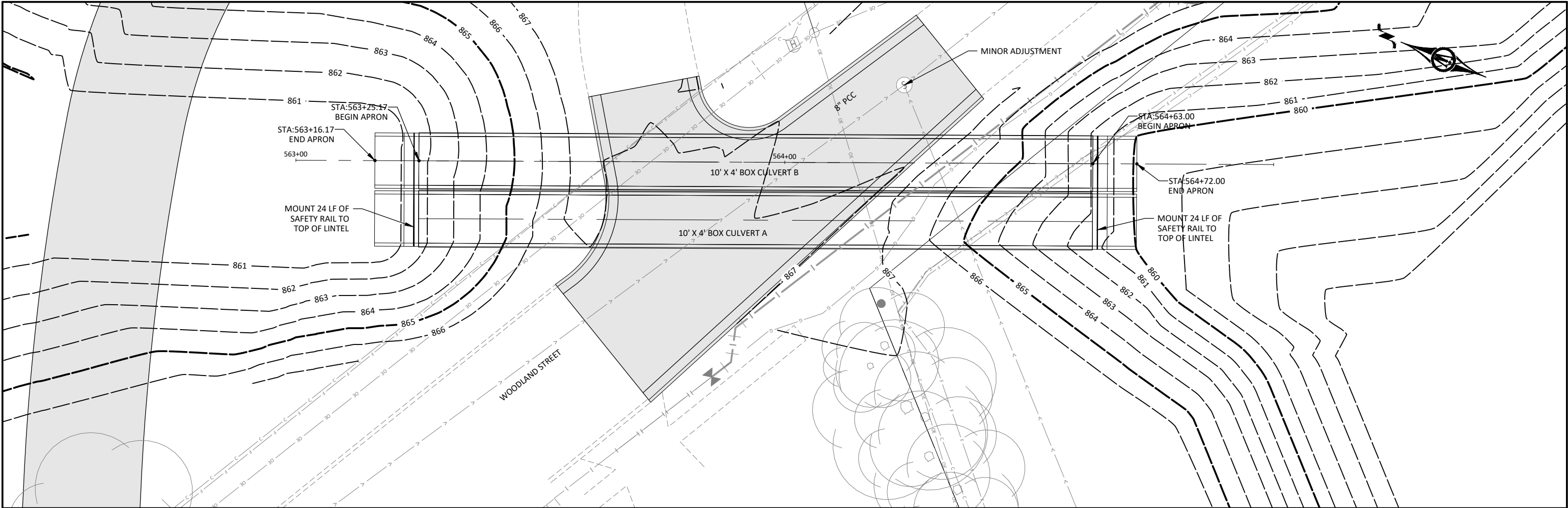
THE 6'X3' BOX CULVERT REQUIRES SPECIAL DESIGN (BY CONTRACTOR/FABRICATOR) FOR THE FOLLOWING REASONS:
- MIN. FILL HEIGHT LESS THAN 2 FT.
- TWO 15" STORM SEWER PROTRUSIONS INTO BOX.

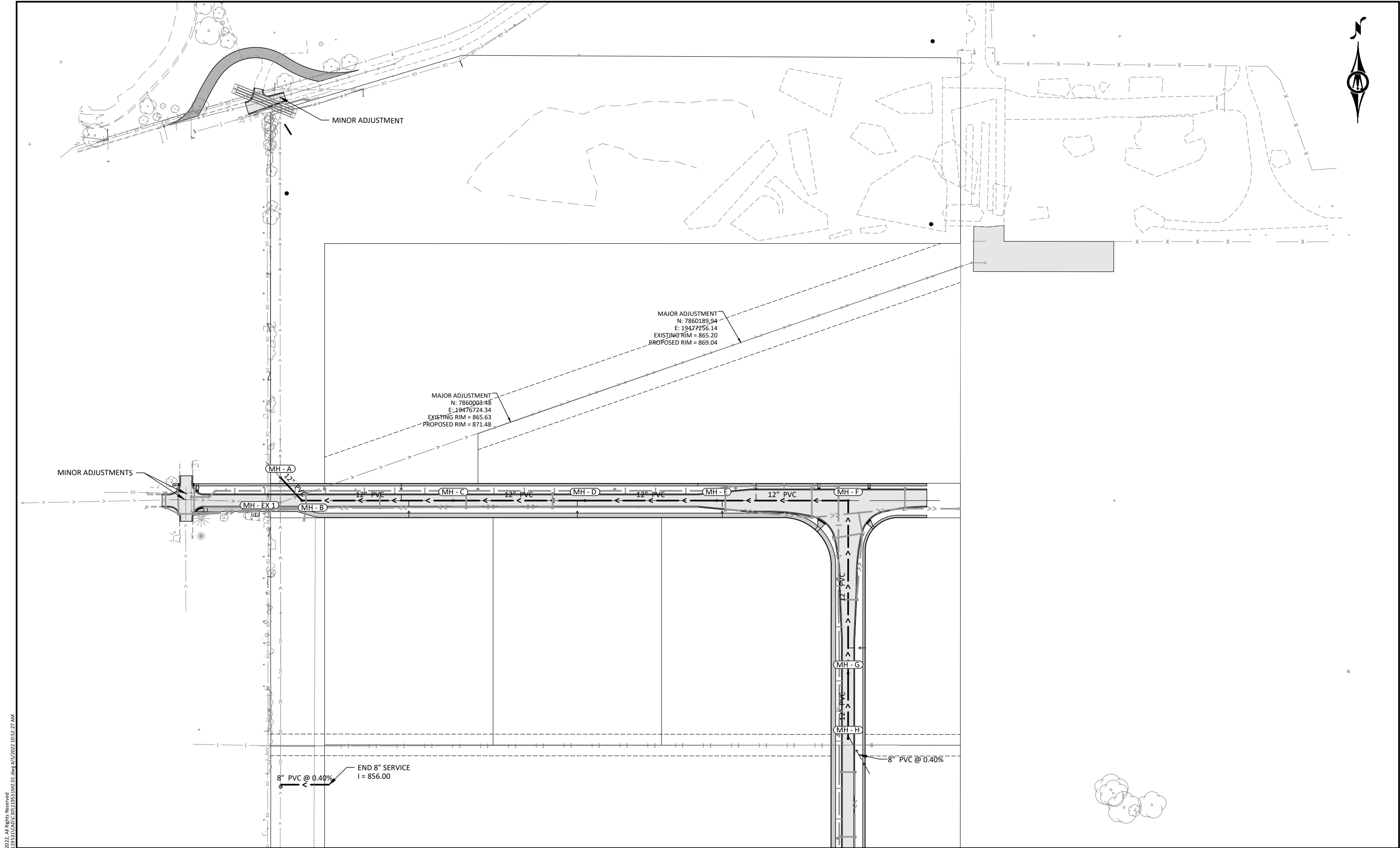
CONTRACTOR SHALL SUBMIT SHOP DRAWINGS AND CALCULATIONS (SEALED BY A PROFESSIONAL ENGINEER LICENSED IN IOWA) FOR ENGINEER'S REVIEW. ALLOW AT LEAST 30 DAYS IN CONSTRUCTION SCHEDULE FOR ENGINEER'S REVIEW.



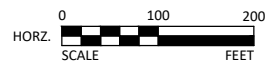


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DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS

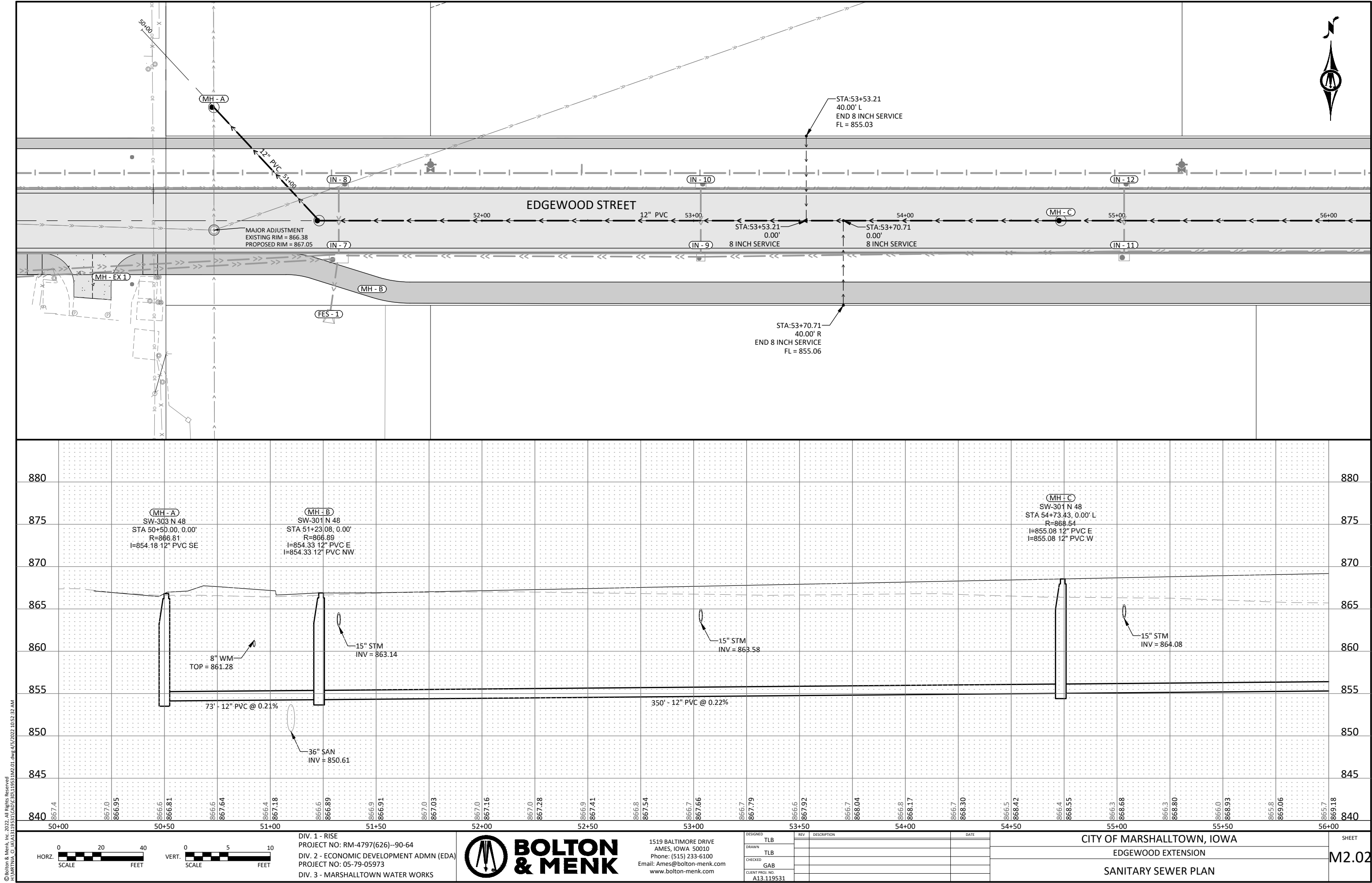


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CHECKED	GAB			
CLIENT PROJ. NO.	A13.119531			

CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
SANITARY SEWER PLAN

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PROJECT NO: RM-4797(626)-90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS

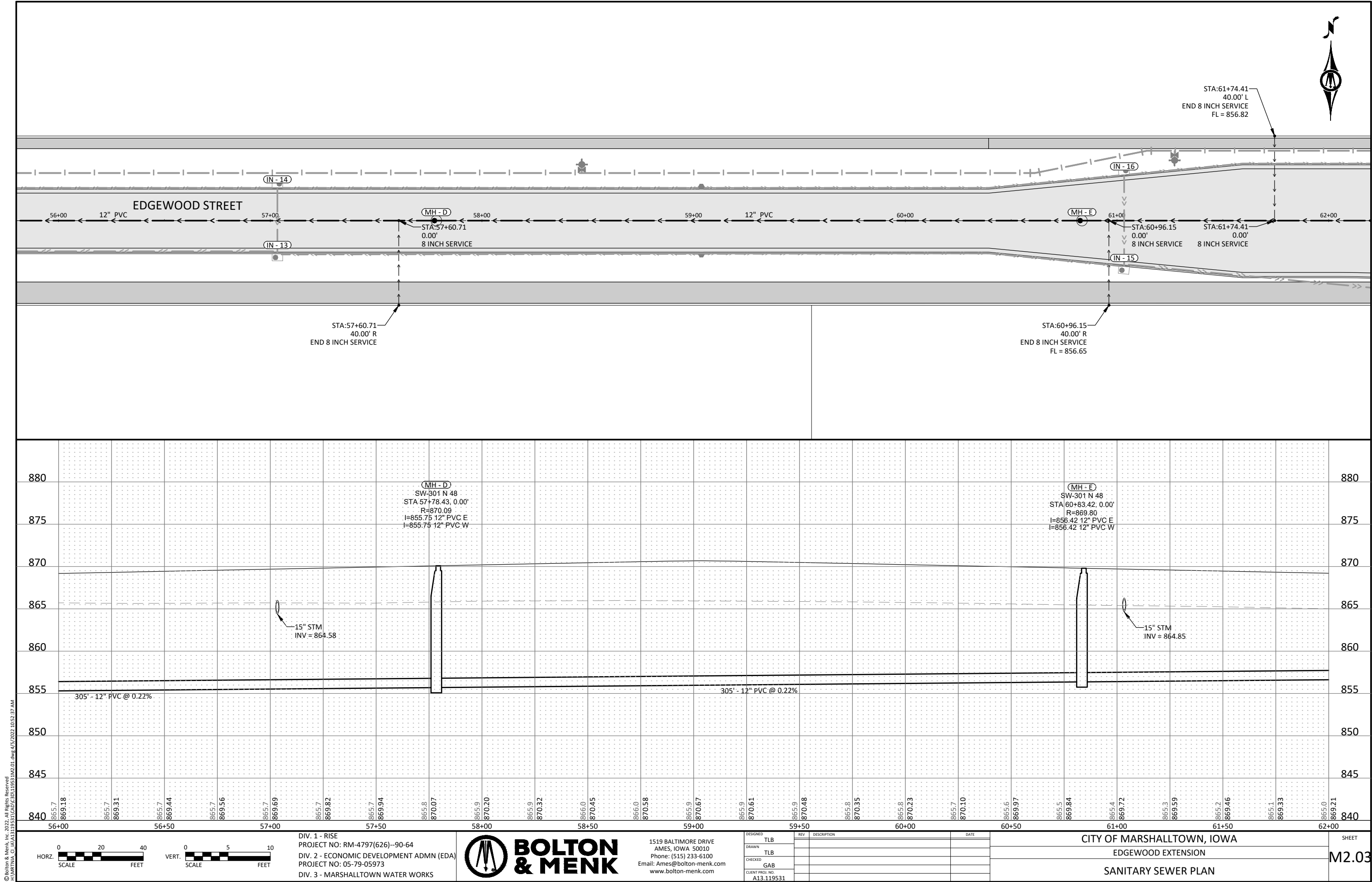


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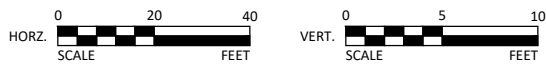
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
SANITARY SEWER PLAN

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DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS

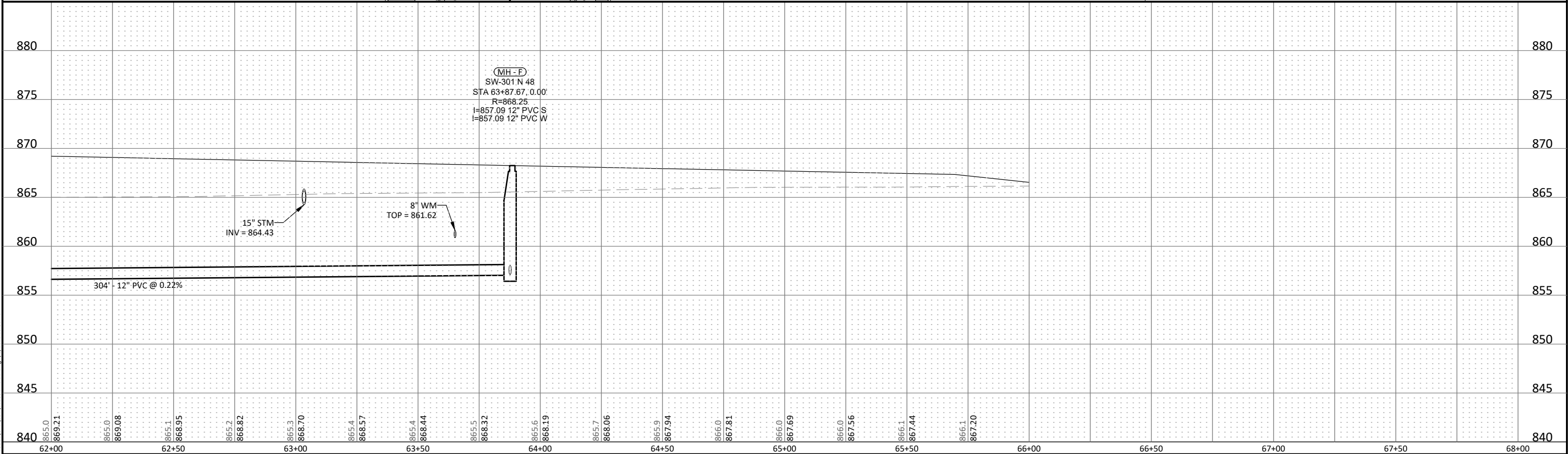
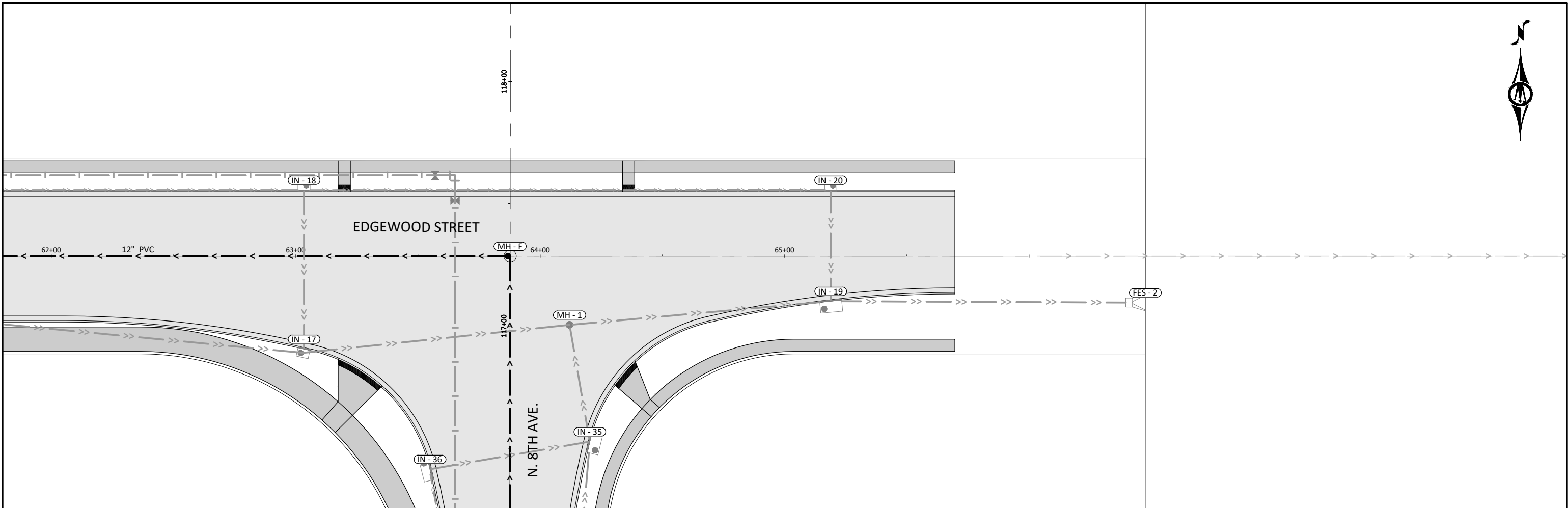


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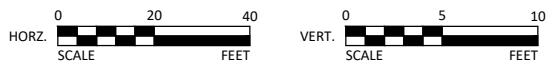
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CITY OF MARSHALLTOWN, IOWA
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DIV. 1 - RISE
PROJECT NO: RM-4797(626)-90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
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DIV. 3 - MARSHALLTOWN WATER WORKS

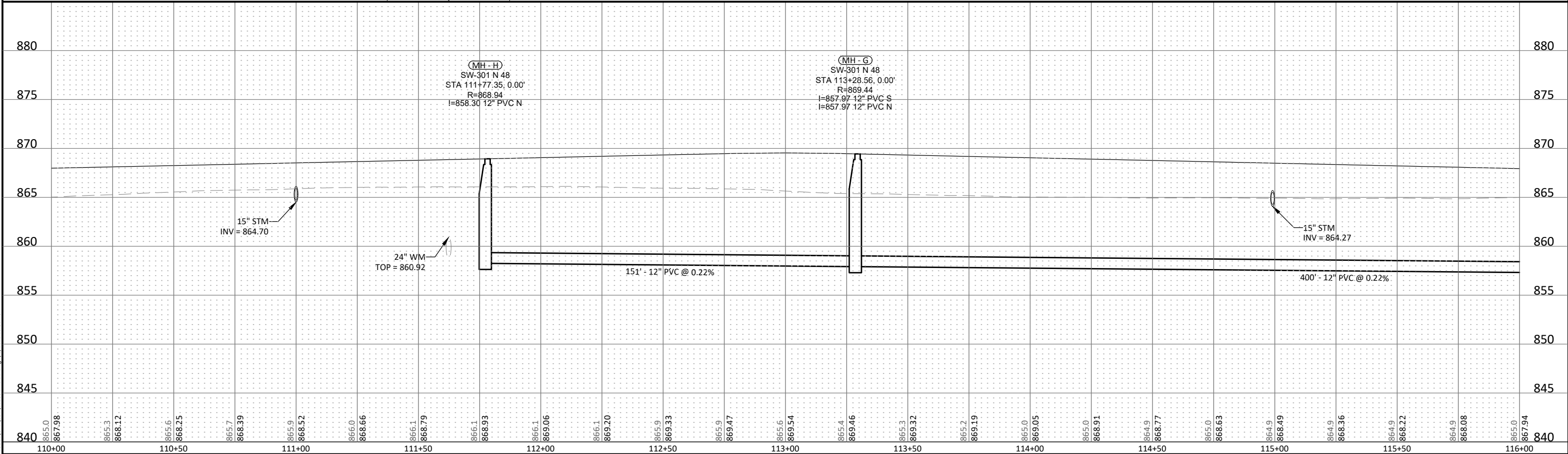
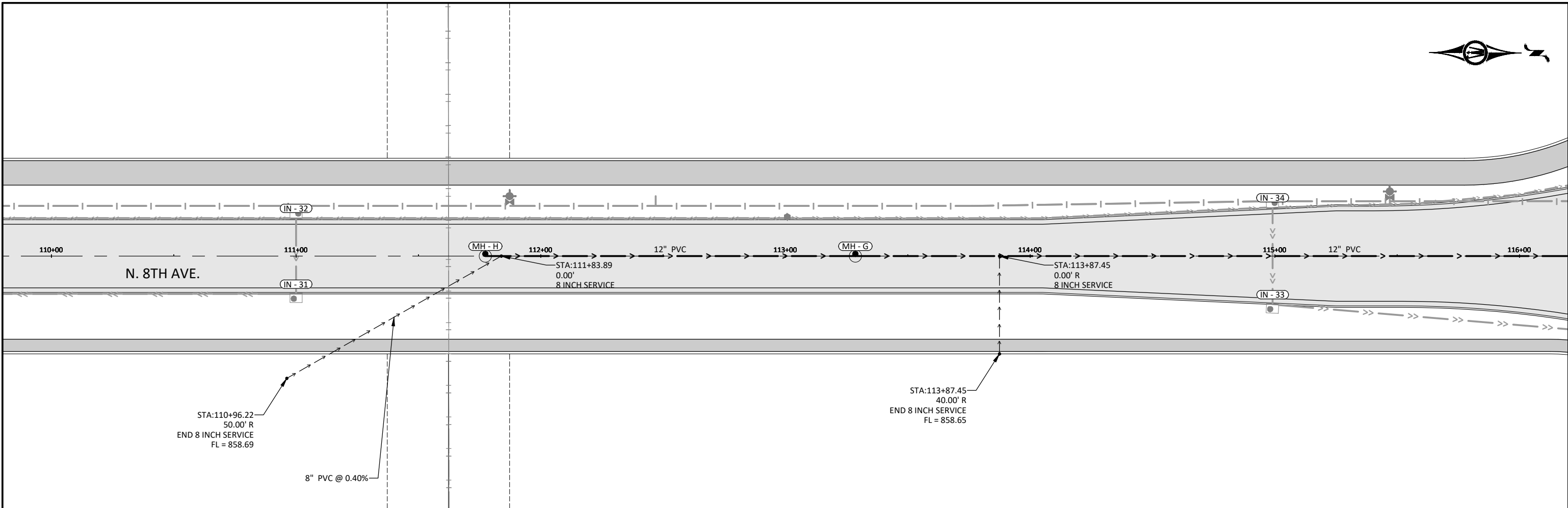


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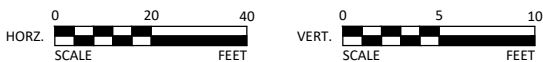
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
SANITARY SEWER PLAN

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DIV. 1 - RISE
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DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS

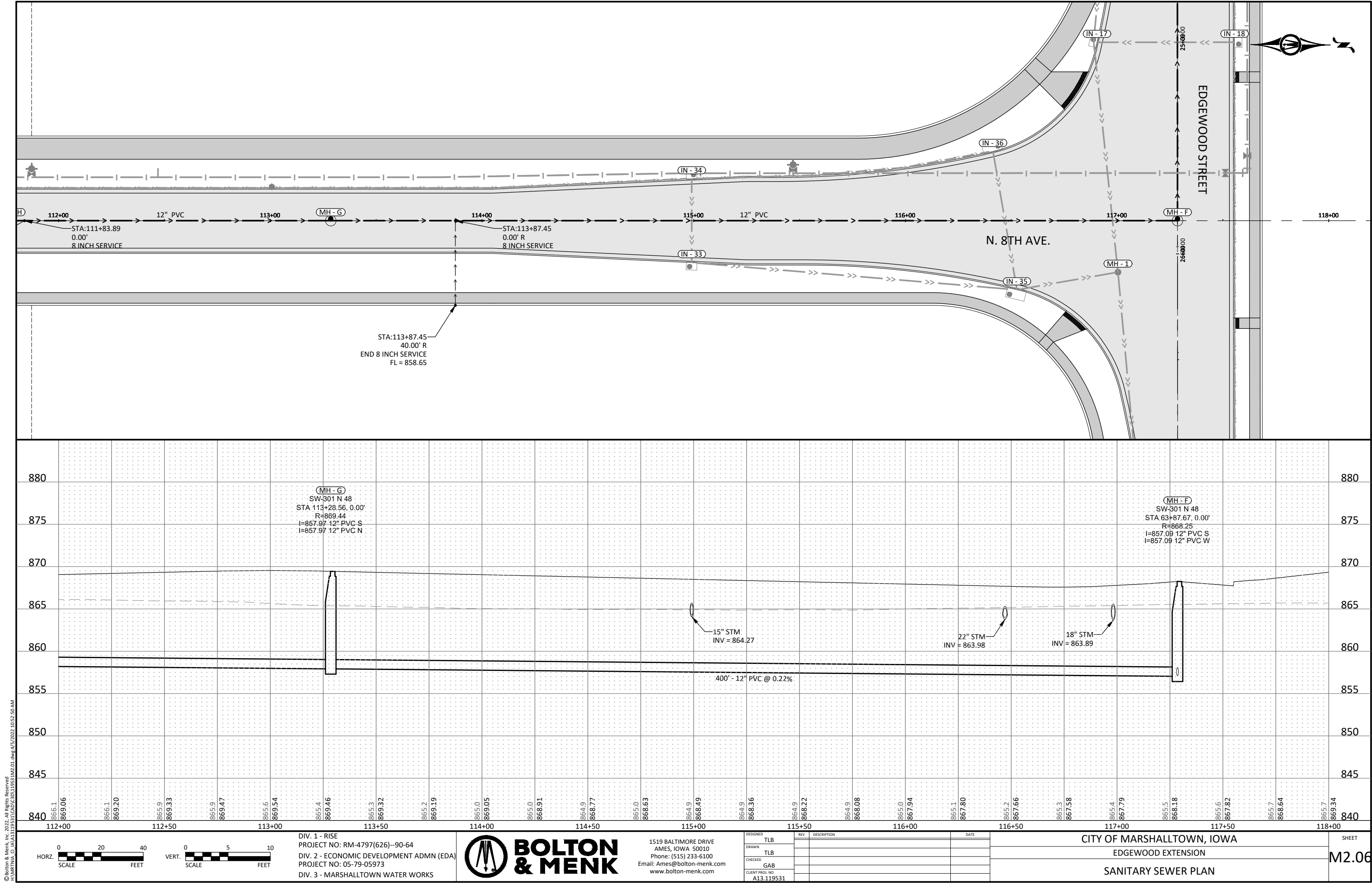


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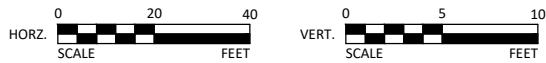
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CITY OF MARSHALLTOWN, IOWA
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SANITARY SEWER PLAN

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DIV. 1 - RISE
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PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS

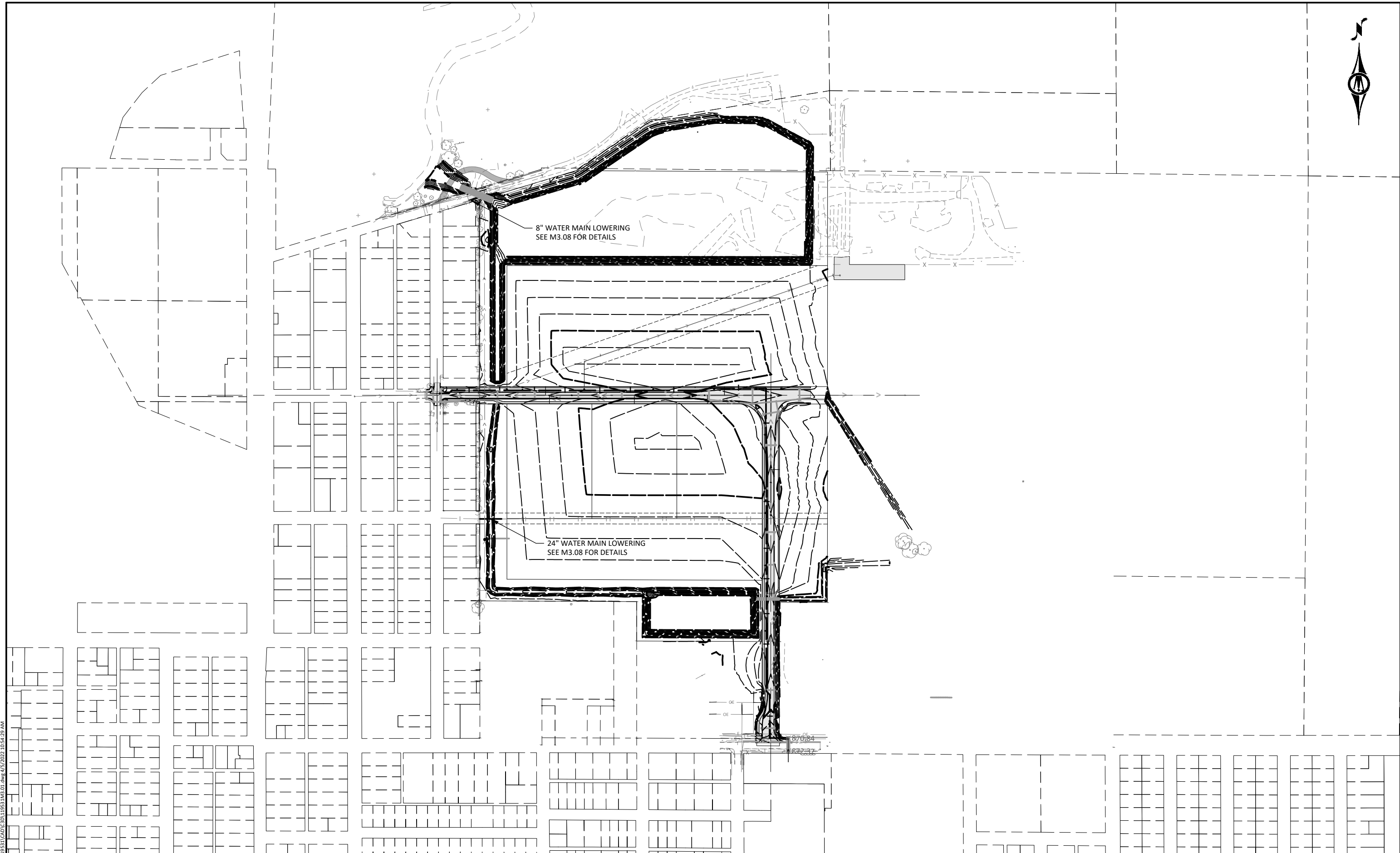


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DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS

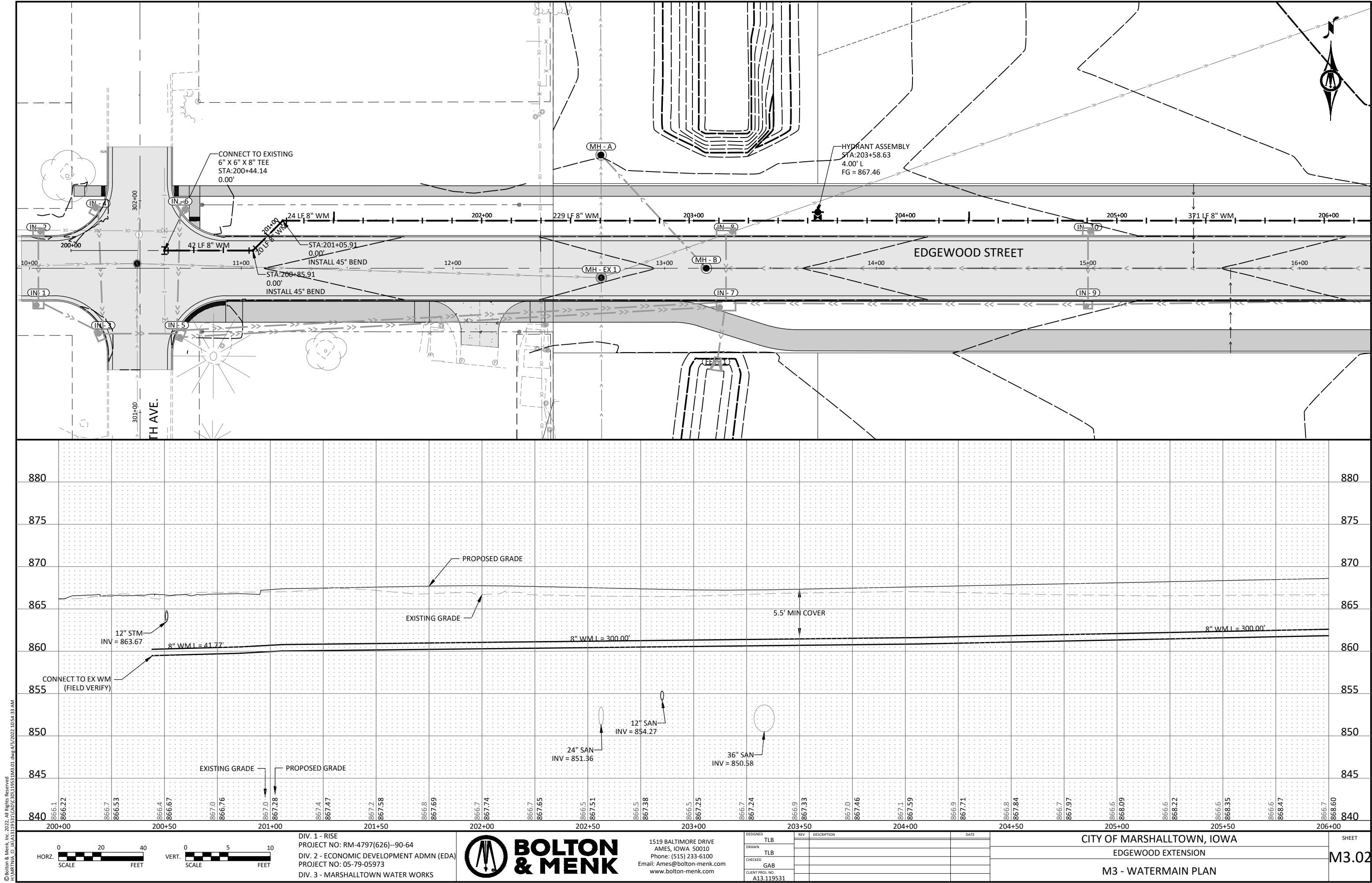


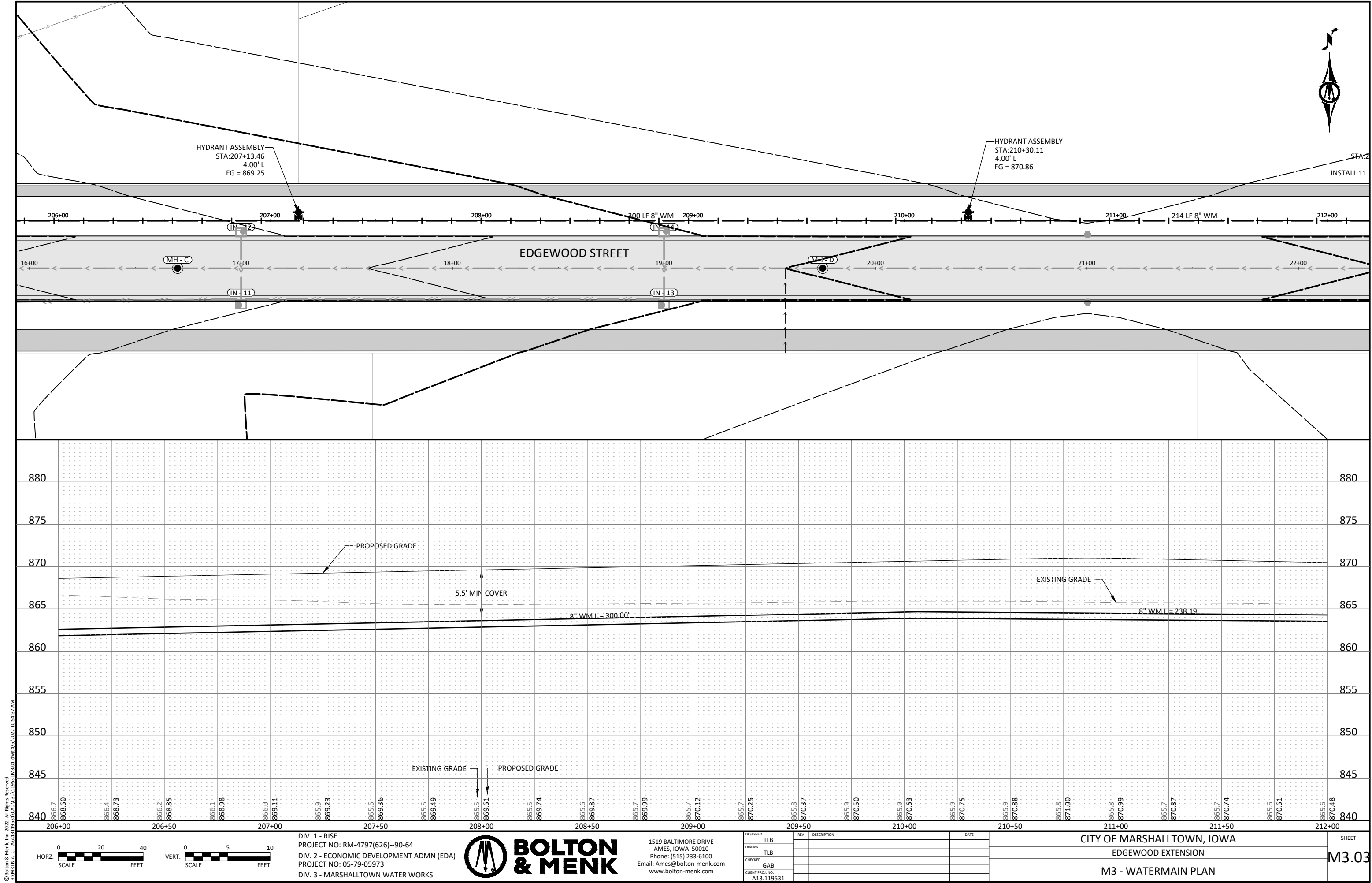
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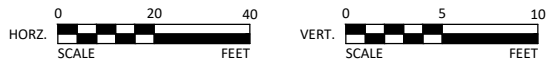
CITY OF MARSHALLTOWN, IOWA
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PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS

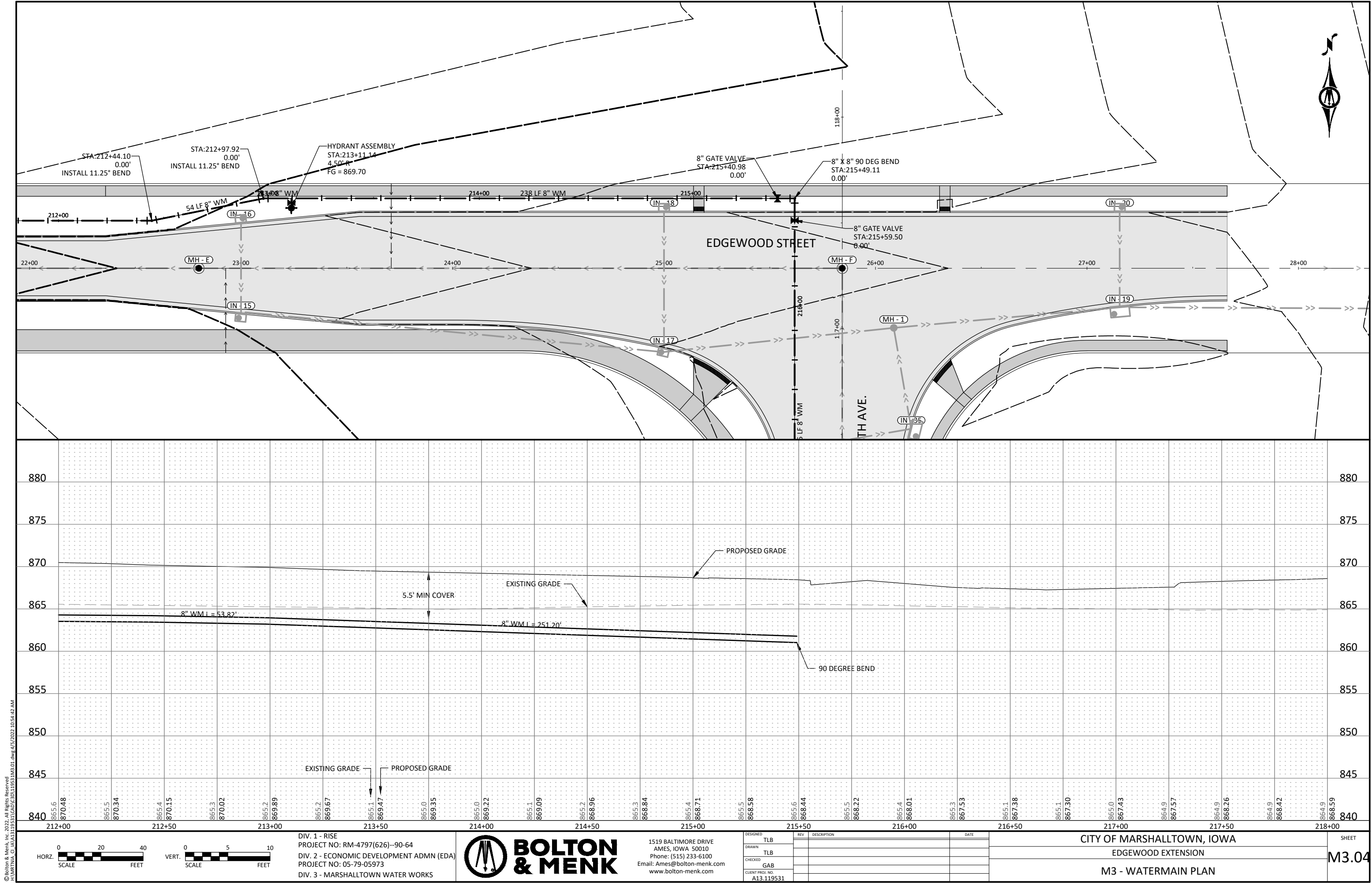


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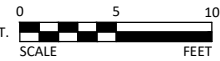
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CHECKED	GAB			
CLIENT PROJ. NO.	A13.119531			

CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
M3 - WATERMAIN PLAN

SHEET
M3.03



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DIV. 1 - RISE
PROJECT NO: RM-4797(626)-90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS

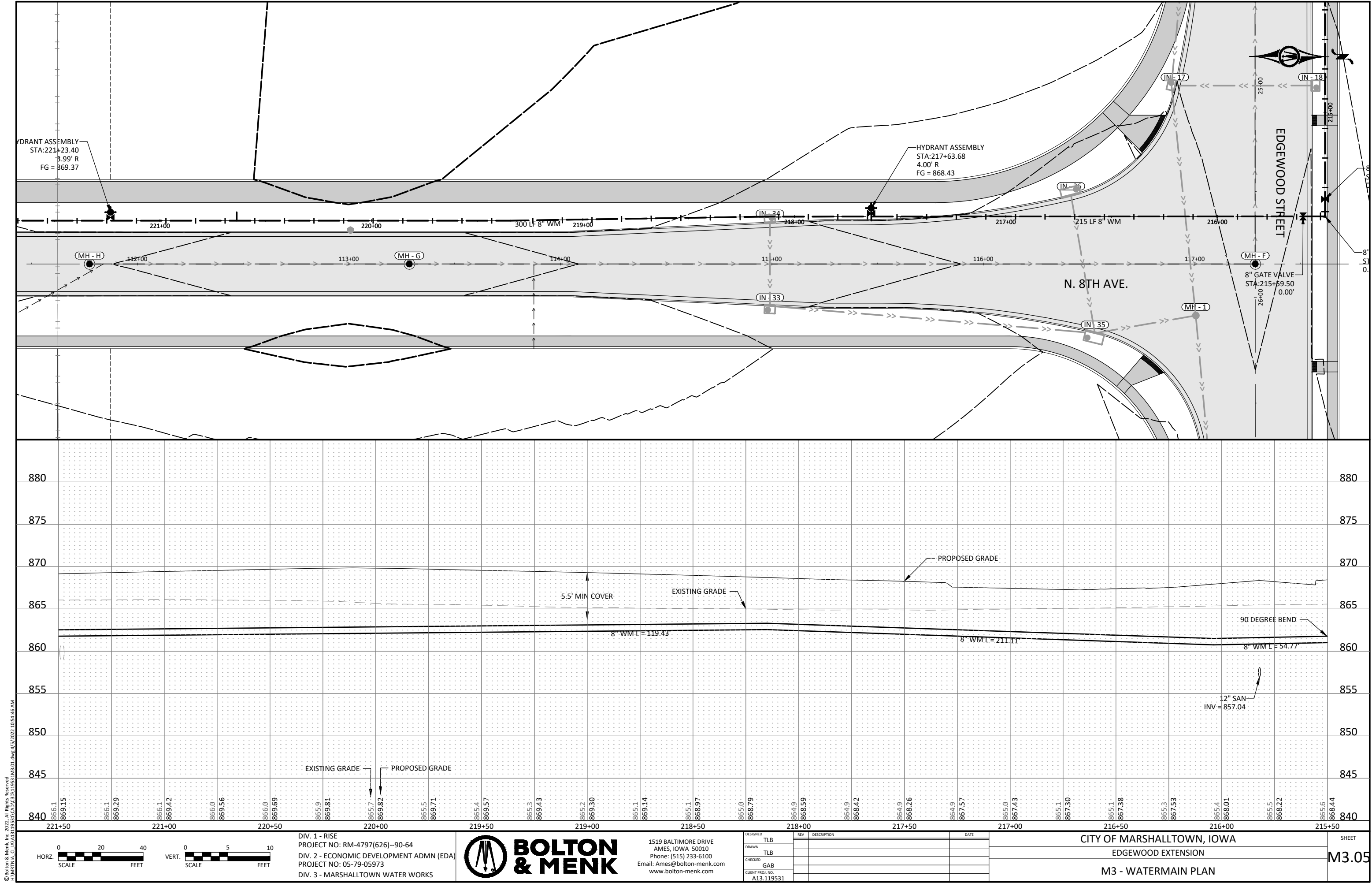


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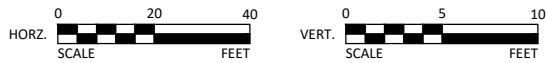
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
M3 - WATERMAIN PLAN

SHEET
M3.04



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DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



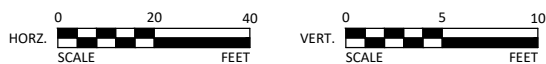
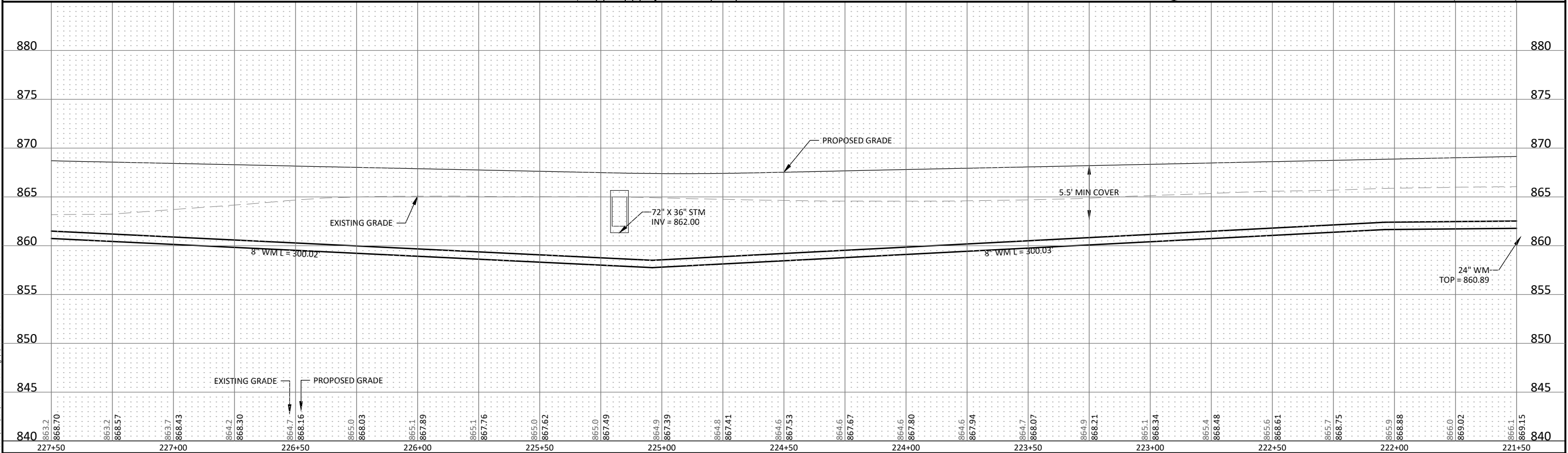
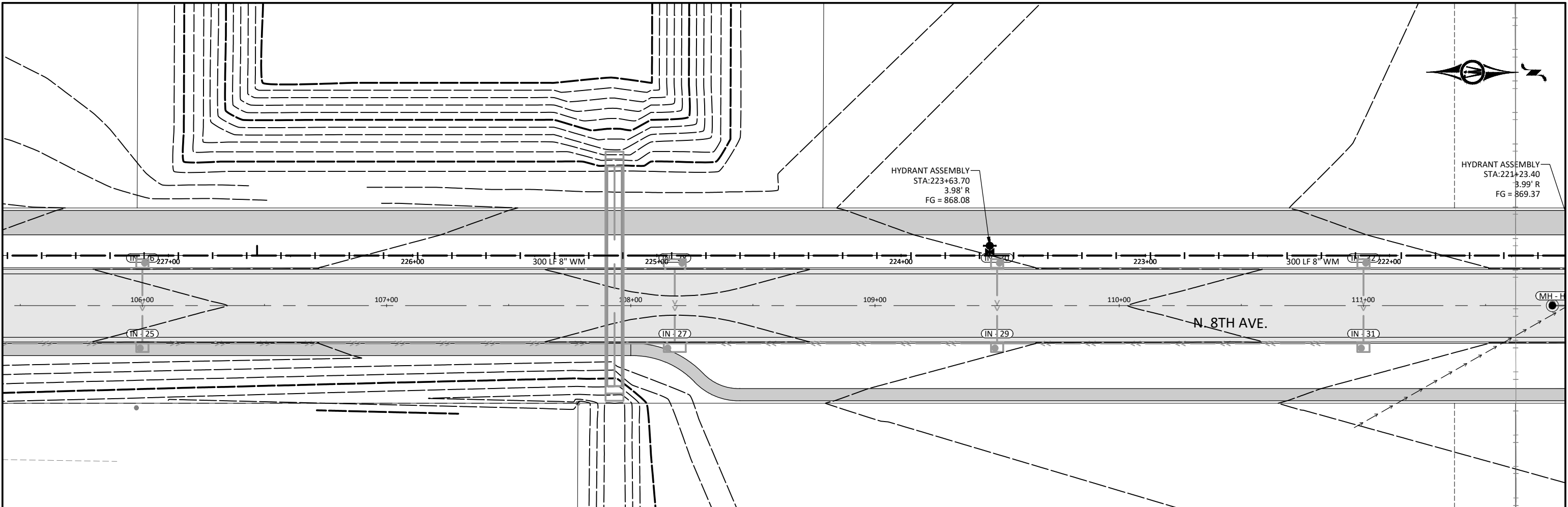
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
M3 - WATERMAIN PLAN

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M3.05

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DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS

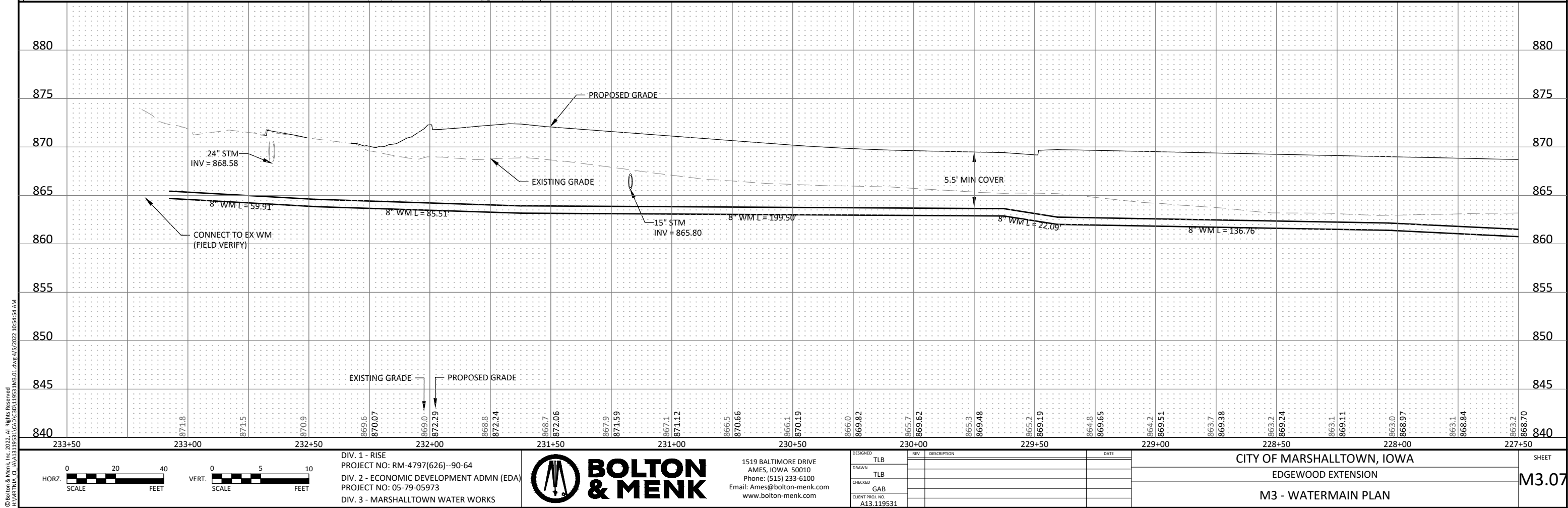
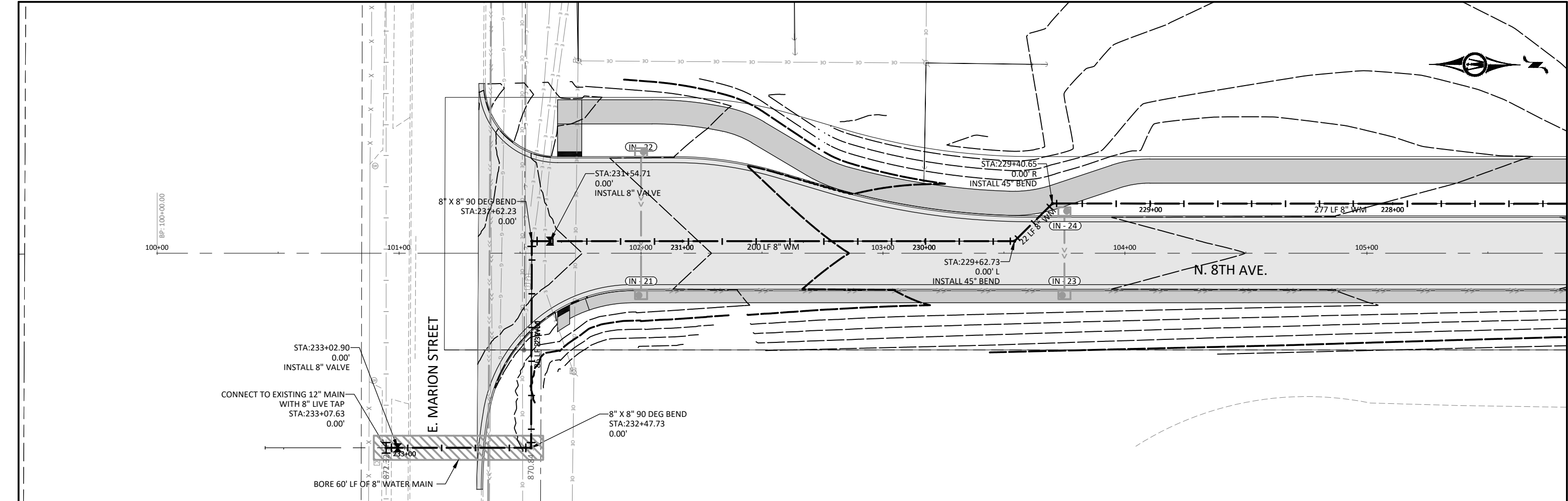


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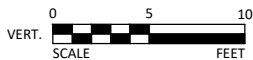
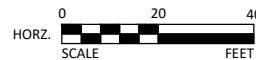
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
M3 - WATERMAIN PLAN

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M3.06



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DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



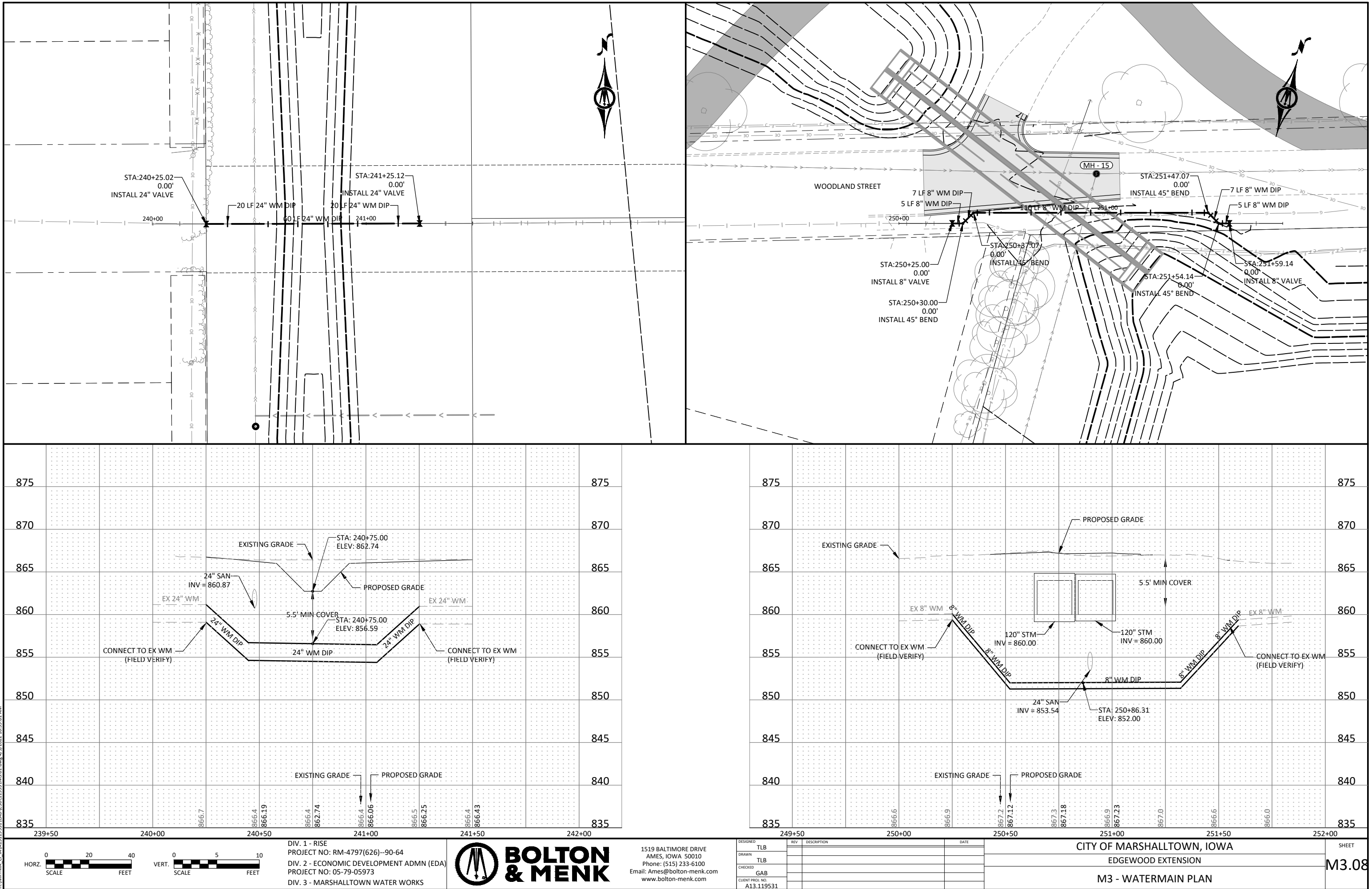
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DESIGNED	REV	DESCRIPTION	DATE
TLB			
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
M3 - WATERMAIN PLAN

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M3.07

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DIV. 1 - RISE
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DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



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CLIENT PROJ. NO.			
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
M3 - WATERMAIN PLAN

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LEGEND:

- GRAVEL REMOVAL
- PAVEMENT REMOVAL
- DRIVEWAY REMOVAL
- TREE REMOVAL
- ASPHALT/CONCRETE SAW CUT
- PIPE REMOVAL
- SIGN REMOVAL
- UTILITY STRUCTURE REMOVAL

NOTE:
DISC GOLF PAD REMOVAL SHALL BE
INCIDENTAL TO PAVEMENT REMOVAL.

WOODLAND STREET

N. 4TH AVE

N. 5TH AVE

0 50 100
HORIZ. SCALE FEET

DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS

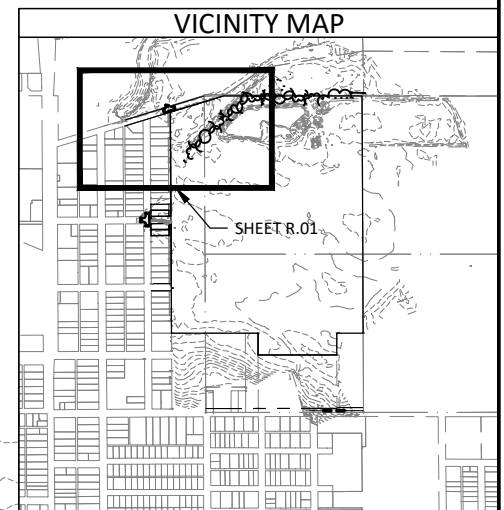


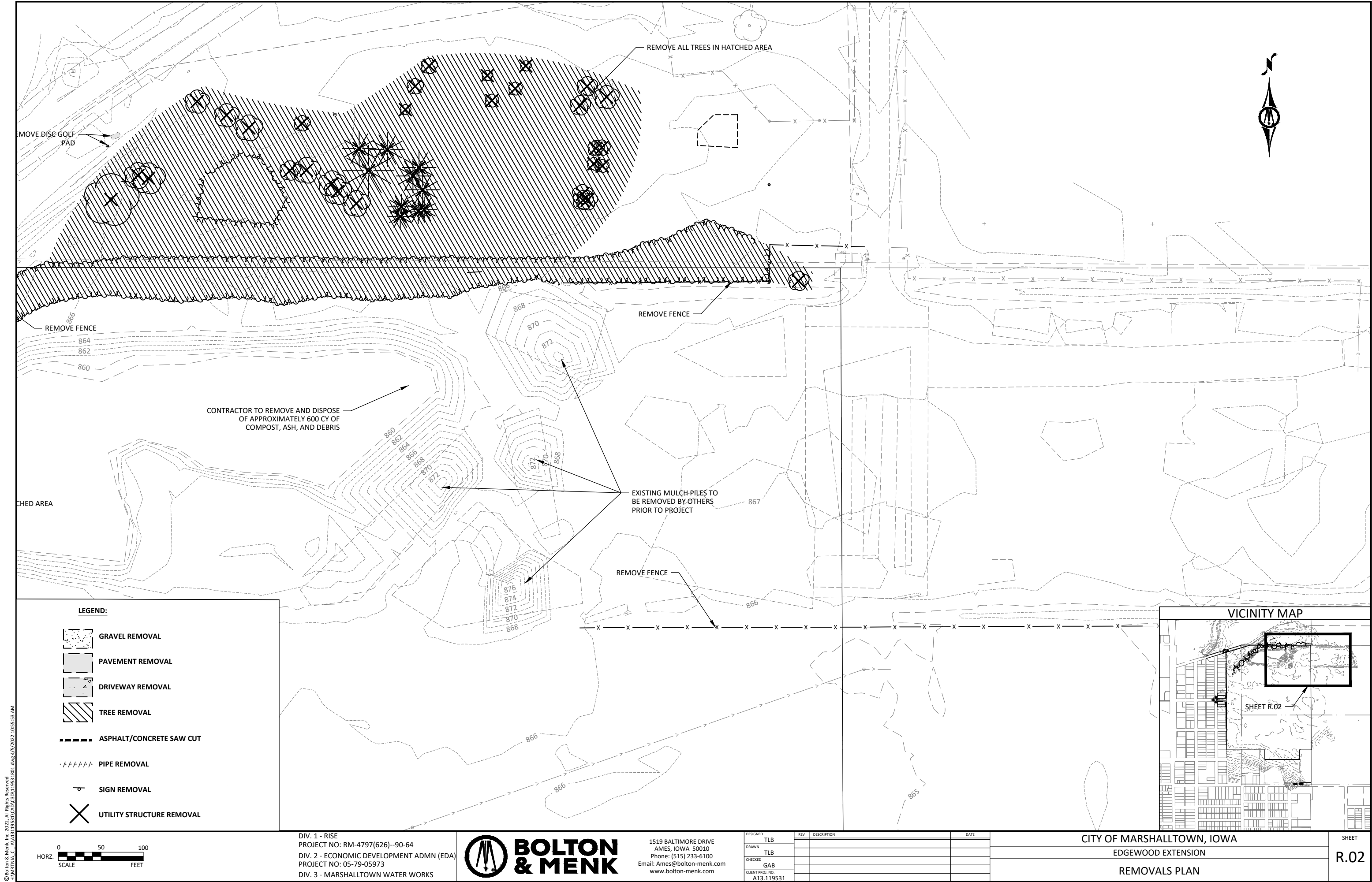
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DESIGNED	REV	DESCRIPTION	DATE
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TLB			
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GAB			
CLIENT PROJ. NO.			
A13.119531			

CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
REMOVALS PLAN

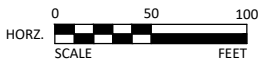
SHEET
R.01





LEGEND:

- GRAVEL REMOVAL
- PAVEMENT REMOVAL
- DRIVEWAY REMOVAL
- TREE REMOVAL
- ASPHALT/CONCRETE SAW CUT
- PIPE REMOVAL
- SIGN REMOVAL
- UTILITY STRUCTURE REMOVAL



DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



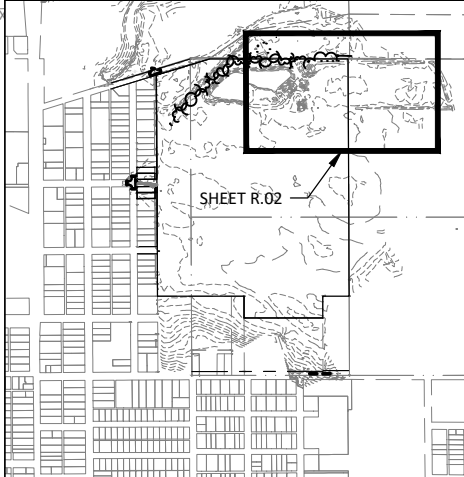
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CHECKED	GAB			
CLIENT PROJ. NO.	A13.119531			

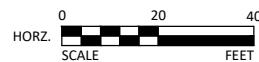
CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
REMOVALS PLAN

SHEET
R.02

VICINITY MAP



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LEGEND:

- GRAVEL REMOVAL
- PAVEMENT REMOVAL
- DRIVEWAY REMOVAL
- TREE REMOVAL
- ASPHALT/CONCRETE SAW CUT
- PIPE REMOVAL
- SIGN REMOVAL
- UTILITY STRUCTURE REMOVAL

DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS

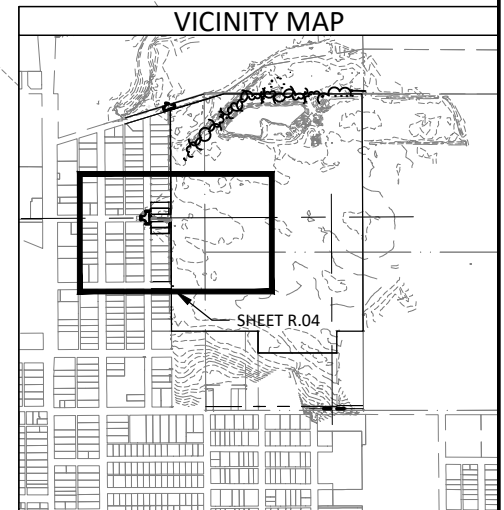
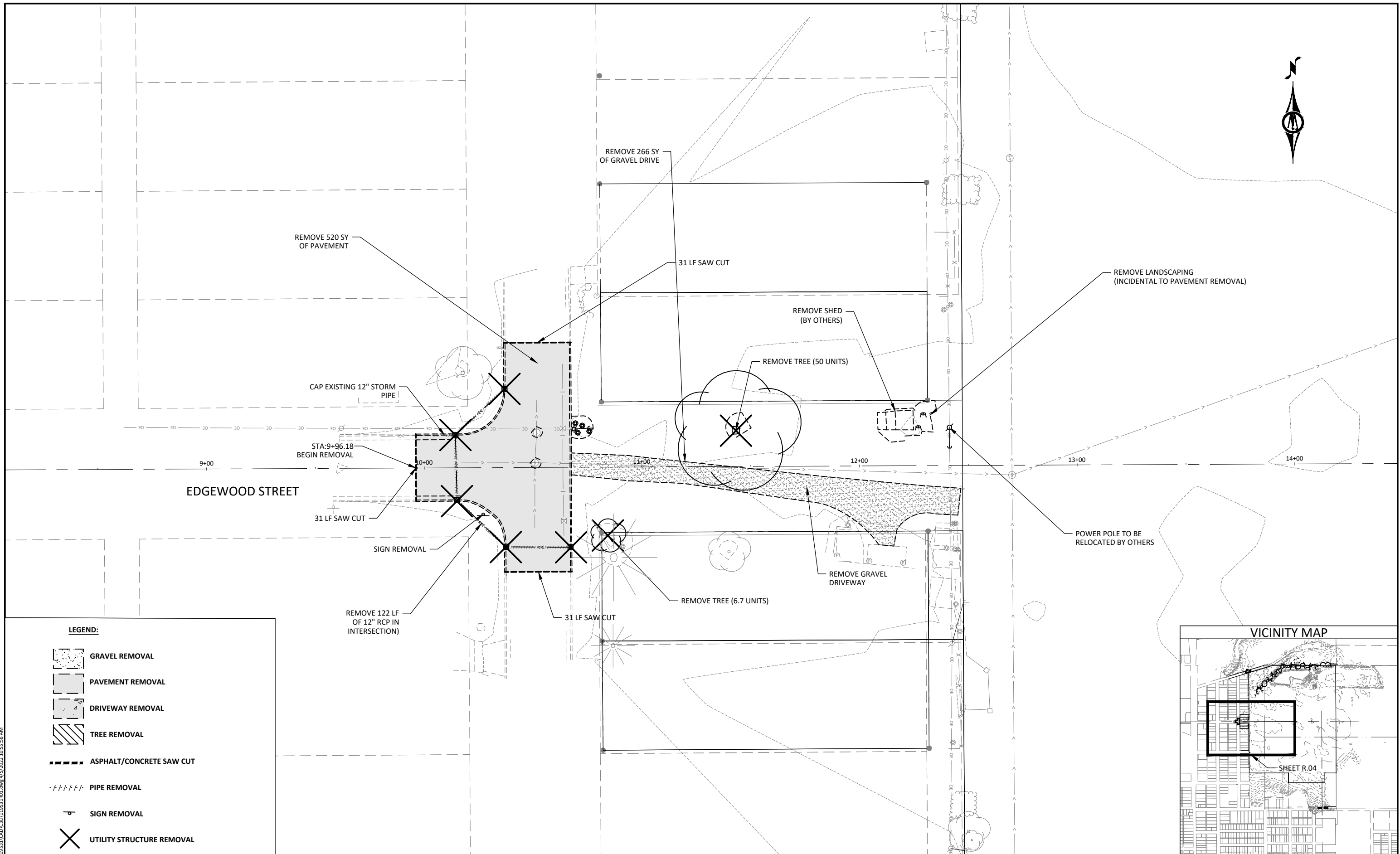


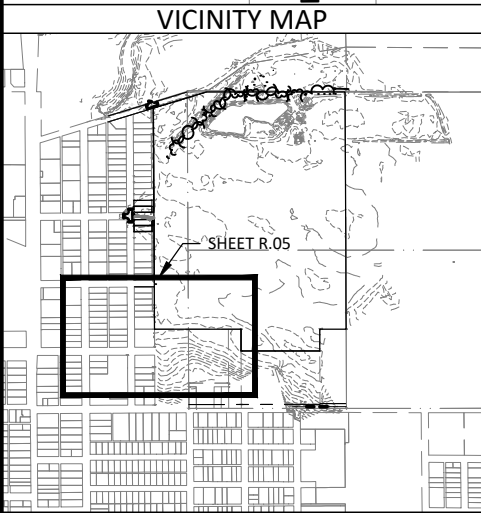
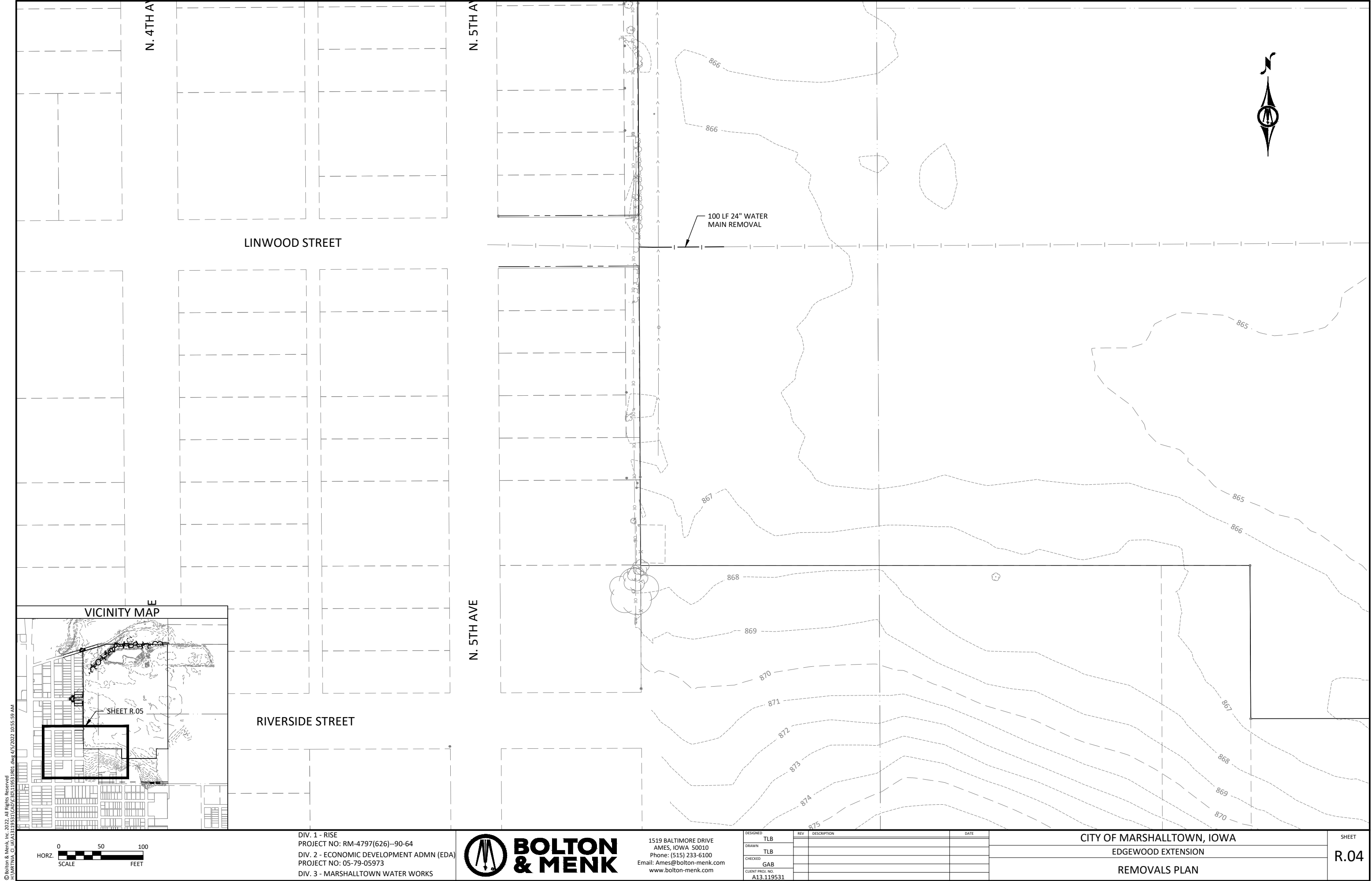
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DRAWN			
TLB			
CHECKED			
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
REMOVALS PLAN

SHEET
R.03





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DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



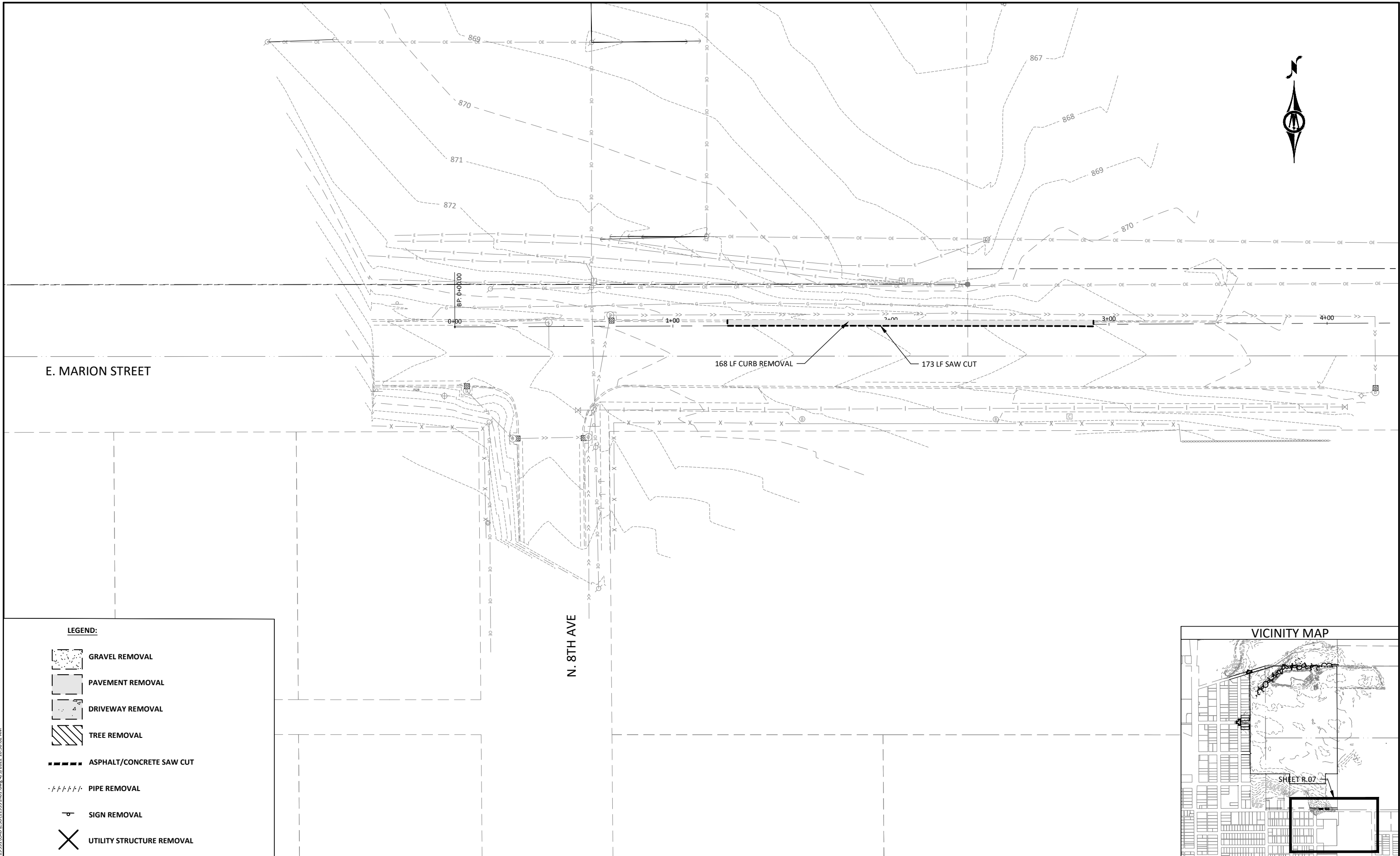
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
REMOVALS PLAN

SHEET
R.04

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HORZ. SCALE 0 50 100 FEET

DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS

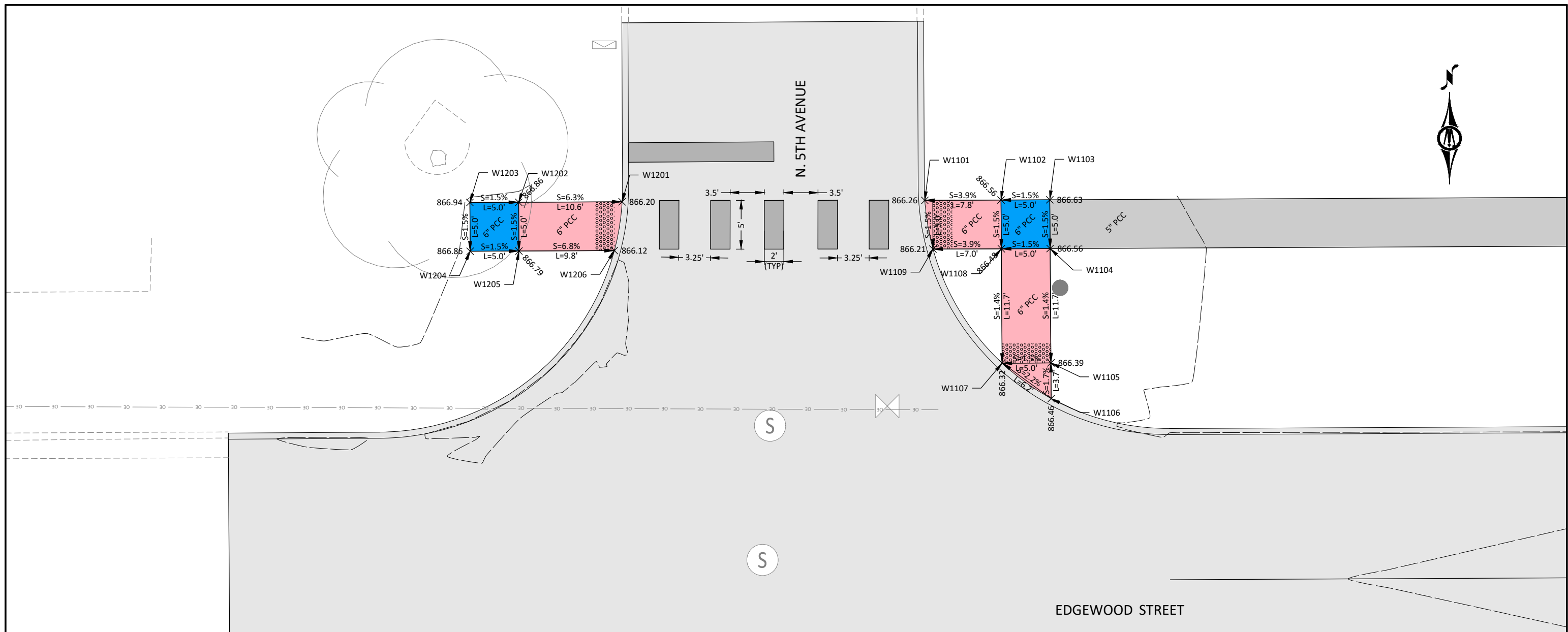


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CLIENT PROJ. NO.	A13.119531			

CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
REMOVALS PLAN

SHEET
R.05

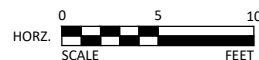


SIDEWALK COMPLIANCE

See S Sheets

* Does not include curb
Staking required by Contracting Authority per Article 2511.03 of the Standard Specifications.
Refer to tabulation 113-01 for bid quantities.

Point to Point		Sidewalk Designation	" PCC Sidewalk	Distance*	Δ Elevation	Slope	Acceptable Constructed Range	Staking Required on this Quadrant?	Measured Slope	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES			
				FT	FT	%	Pos. or Neg.		%			Point	Station	Offset	Elevation
W1101	W1102	Ramp Running Slope	6	7.80	0.30	3.8%	0.5% to 8.3%					W1101		0.00	866.26
W1101	W1109	Ramp Cross Slope	6	5.00	-0.05	-1.0%	0.1% to 2.0%					W1102		0.00	866.56
W1102	W1103	Landing/Turning Space	5	5.00	0.07	1.4%	0.1% to 2.0%					W1103		0.00	866.63
W1102	W1108	Landing/Turning Space	5	5.00	-0.08	-1.6%	0.1% to 2.0%	Yes				W1104		0.00	866.56
W1103	W1104	Landing/Turning Space	5	5.00	-0.07	-1.4%	0.1% to 2.0%					W1105		0.00	866.39
W1104	W1105	Ramp Running Slope	6	11.70	-0.17	-1.5%	0.5% to 8.3%					W1106		0.00	866.46
W1104	W1108	Landing/Turning Space	5	5.00	-0.08	-1.6%	0.1% to 2.0%	Yes				W1107		0.00	866.32
W1105	W1106	Ramp Running Slope	6	3.70	0.07	1.9%	0.5% to 8.3%					W1108		0.00	866.48
W1105	W1107	Ramp Cross Slope	6	5.00	-0.07	-1.4%	0.1% to 2.0%					w1109		0.00	866.21
W1107	W1108	Ramp Running Slope	6	11.70	0.16	1.4%	0.5% to 8.3%								
W1108	W1109	Ramp Running Slope	6	7.00	-0.27	-3.9%	0.5% to 8.3%								
W1201	W1202	Ramp Running Slope	6	10.60	0.66	6.2%	0.5% to 8.3%					W1201		0.00	866.20
W1201	W1206	Ramp Cross Slope	6	5.00	-0.08	-1.6%	0.1% to 2.0%	Yes				W1202		0.00	866.86
W1202	W1203	Landing/Turning Space	5	5.00	0.08	1.6%	0.1% to 2.0%	Yes				W1203		0.00	866.94
W1202	W1205	Landing/Turning Space	5	5.00	-0.07	-1.4%	0.1% to 2.0%					W1204		0.00	866.86
W1203	W1204	Landing/Turning Space	5	5.00	-0.08	-1.6%	0.1% to 2.0%	Yes				W1205		0.00	866.79
W1204	W1205	Landing/Turning Space	5	5.00	-0.07	-1.4%	0.1% to 2.0%					W1206		0.00	866.12
W1205	W1206	Ramp Running Slope	6	9.80	-0.67	-6.8%	0.5% to 8.3%								



DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



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DRAWN			
TLB			
CHECKED			
GAB			
CLIENT PROJ. NO.			
A13.119531			

CITY OF MARSHALLTOWN, IOWA

EDGEWOOD EXTENSION

SIDEWALK DETAILS

EET

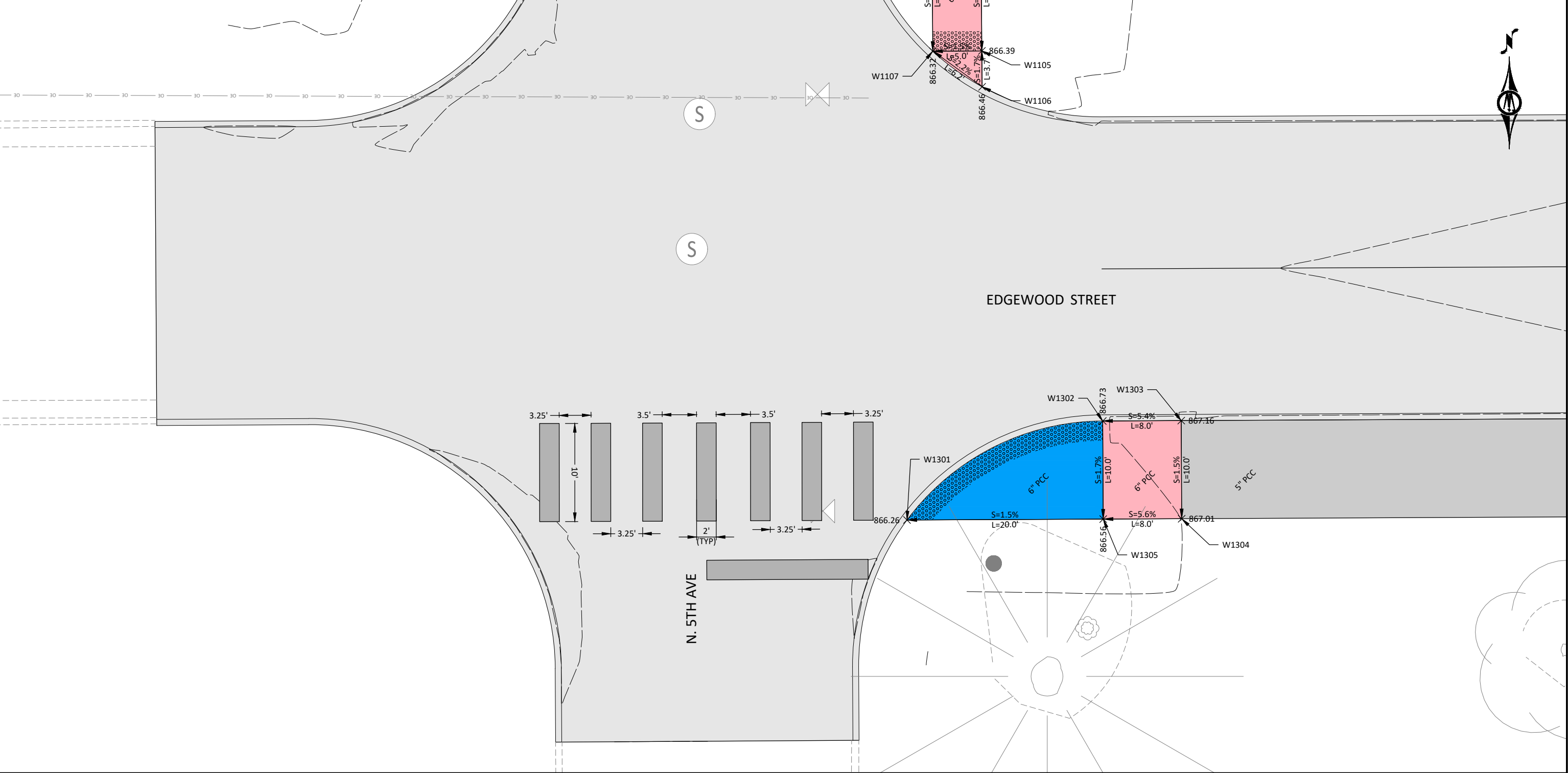
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SIDEWALK COMPLIANCE
See S Sheets

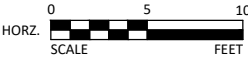
113-10
04-18-17

* Does not include curb
Staking required by Contracting Authority per Article 2511.03 of the Standard Specifications.
Refer to tabulation 113-01 for bid quantities.

Point to Point		Sidewalk Designation	_" PCC Sidewalk	Distance*	Δ Elevation	Slope	Acceptable Constructed Range	Staking Required on this Quadrant?	Measured Slope	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES			
				FT	FT	%	Pos. or Neg.		%			Point	Station	Offset	Elevation
W1301	W1305	Landing/Turning Space	5	20.00	0.30	1.5%	0.1% to 2.0%					W1301		0.00	866.26
W1302	W1303	Ramp Running Slope	6	8.00	0.43	5.4%	0.5% to 8.3%					W1302		0.00	866.73
W1302	W1305	Landing/Turning Space	5	10.00	-0.17	-1.7%	0.1% to 2.0%	Yes				W1303		0.00	867.16
W1303	W1304	Ramp Cross Slope	6	10.00	-0.15	-1.5%	0.1% to 2.0%					W1304		0.00	867.01
W1304	W1305	Ramp Running Slope	6	8.00	-0.45	-5.6%	0.5% to 8.3%					W1305		0.00	866.56



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DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



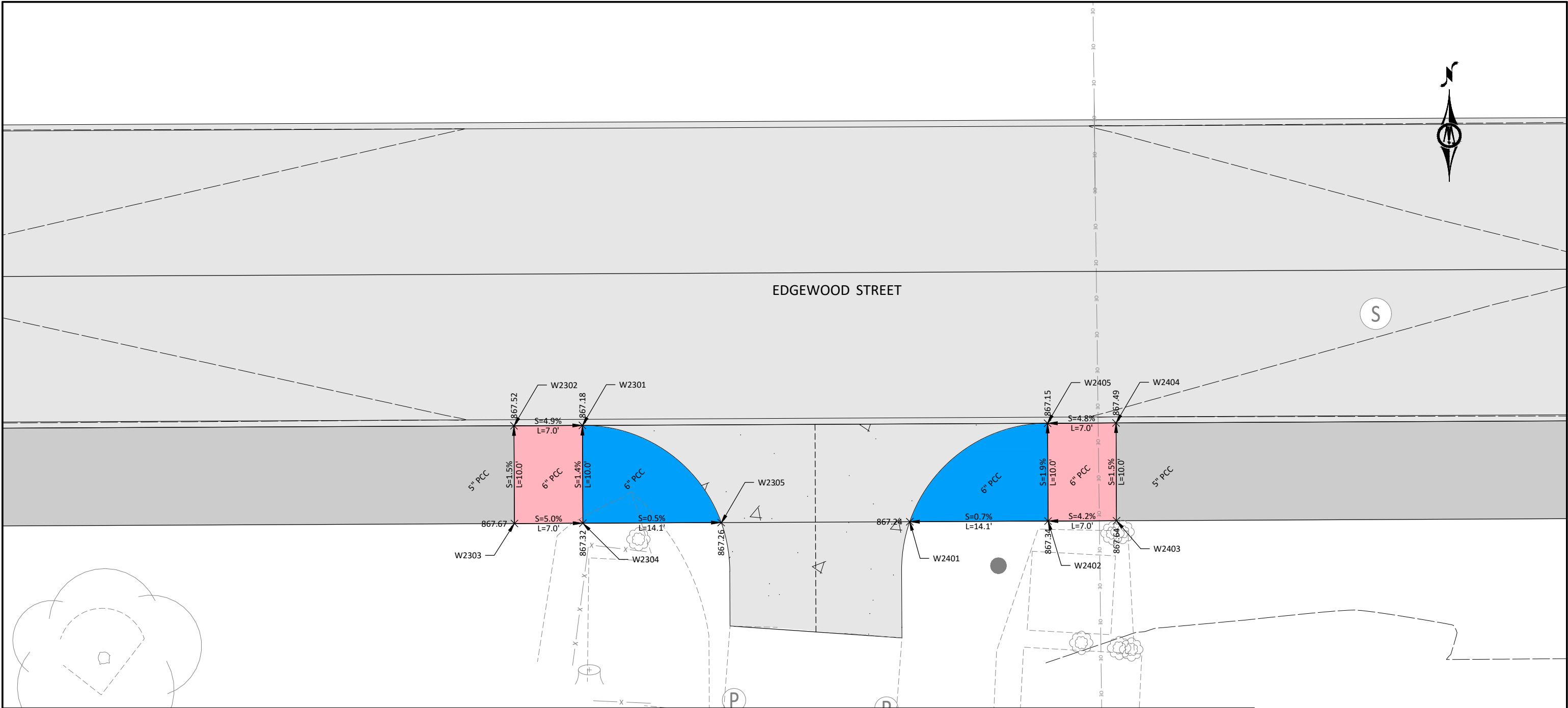
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DESIGNED	REV	DESCRIPTION	DATE
TLB			
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CLIENT PROJ. NO.	A13.119531		

CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
SIDEWALK DETAILS

SHEET

S.02



SIDEWALK COMPLIANCE
See S Sheets

113-10
04-18-17

* Does not include curb
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Refer to tabulation 113-01 for bid quantities.

Point to Point		Sidewalk Designation	_" PCC Sidewalk	Distance*	Δ Elevation	Slope	Acceptable Constructed Range	Staking Required on this Quadrant?	Measured Slope	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES			
				FT	FT	%	Pos. or Neg.		%			Point	Station	Offset	Elevation
W2301	W2302	Ramp Running Slope	6	7.00	0.34	4.9%	0.5% to 8.3%					W2301		0.00	867.18
W2301	W2304	Ramp Cross Slope	6	10.00	0.14	1.4%	0.1% to 2.0%					W2302		0.00	867.52
W2302	W2303	Ramp Cross Slope	6	10.00	0.15	1.5%	0.1% to 2.0%					W2303		0.00	867.67
W2303	W2304	Ramp Running Slope	6	7.00	-0.35	-5.0%	0.5% to 8.3%					W2304		0.00	867.32
W2304	W2305	Landing/Turning Space	5	14.10	-0.06	-0.4%	0.1% to 2.0%					W2305		0.00	867.26
W2401	W2402	Landing/Turning Space	5	14.10	0.10	0.7%	0.1% to 2.0%					W2401		0.00	867.24
W2402	W2403	Ramp Running Slope	6	7.00	0.30	4.3%	0.5% to 8.3%					W2402		0.00	867.34
W2402	W2405	Ramp Cross Slope	6	10.00	-0.19	-1.9%	0.1% to 2.0%	Yes				W2403		0.00	867.64
W2403	W2404	Sidewalk Cross Slope	5	10.00	-0.15	-1.5%	0.5% to 2.0%					W2404		0.00	867.49
W2404	W2405	Ramp Running Slope	6	7.00	-0.34	-4.9%	0.5% to 8.3%					W2405		0.00	867.15

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DIV. 1 - RISE
PROJECT NO: RM-4797(626)--90-64
DIV. 2 - ECONOMIC DEVELOPMENT ADMN (EDA)
PROJECT NO: 05-79-05973
DIV. 3 - MARSHALLTOWN WATER WORKS



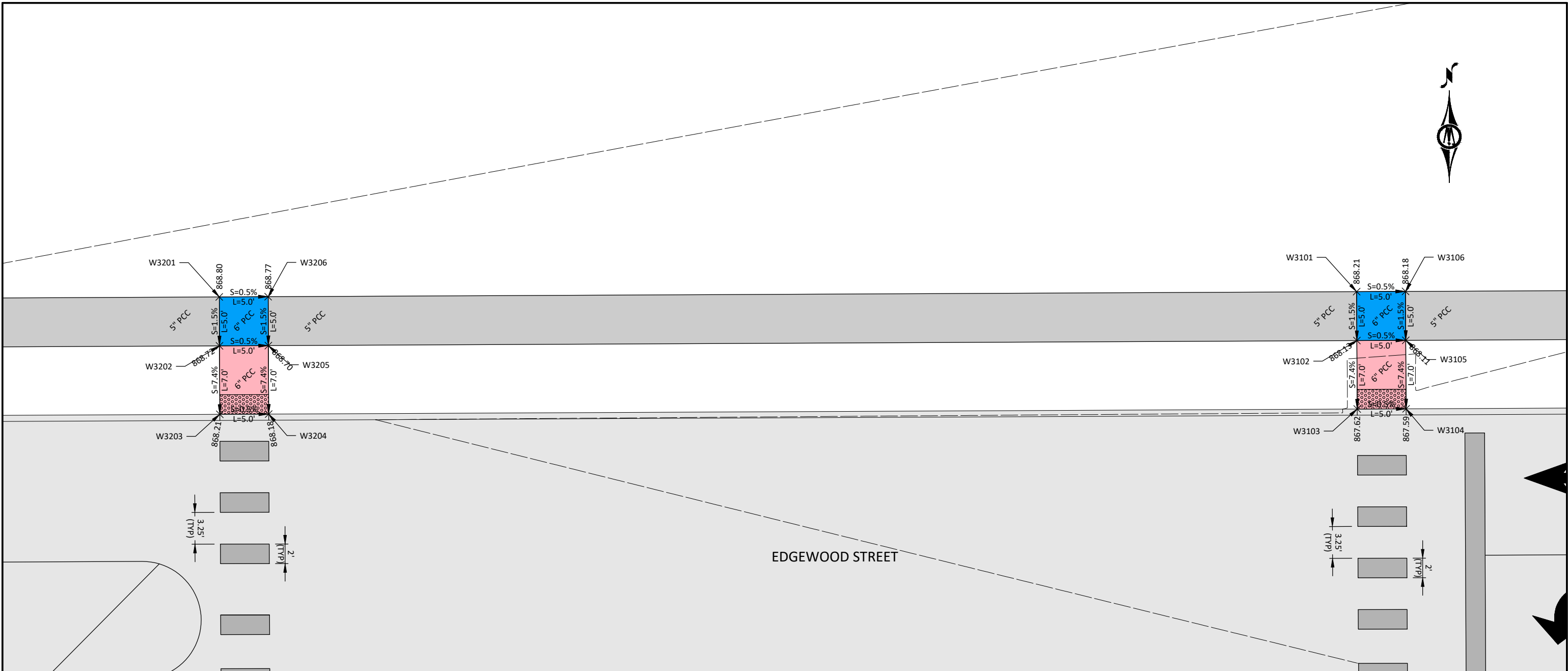
1519 BALTIMORE DRIVE
AMES, IOWA 50010
Phone: (515) 233-6100
Email: Ames@bolton-menk.com
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A13.119531			

CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
SIDEWALK DETAILS

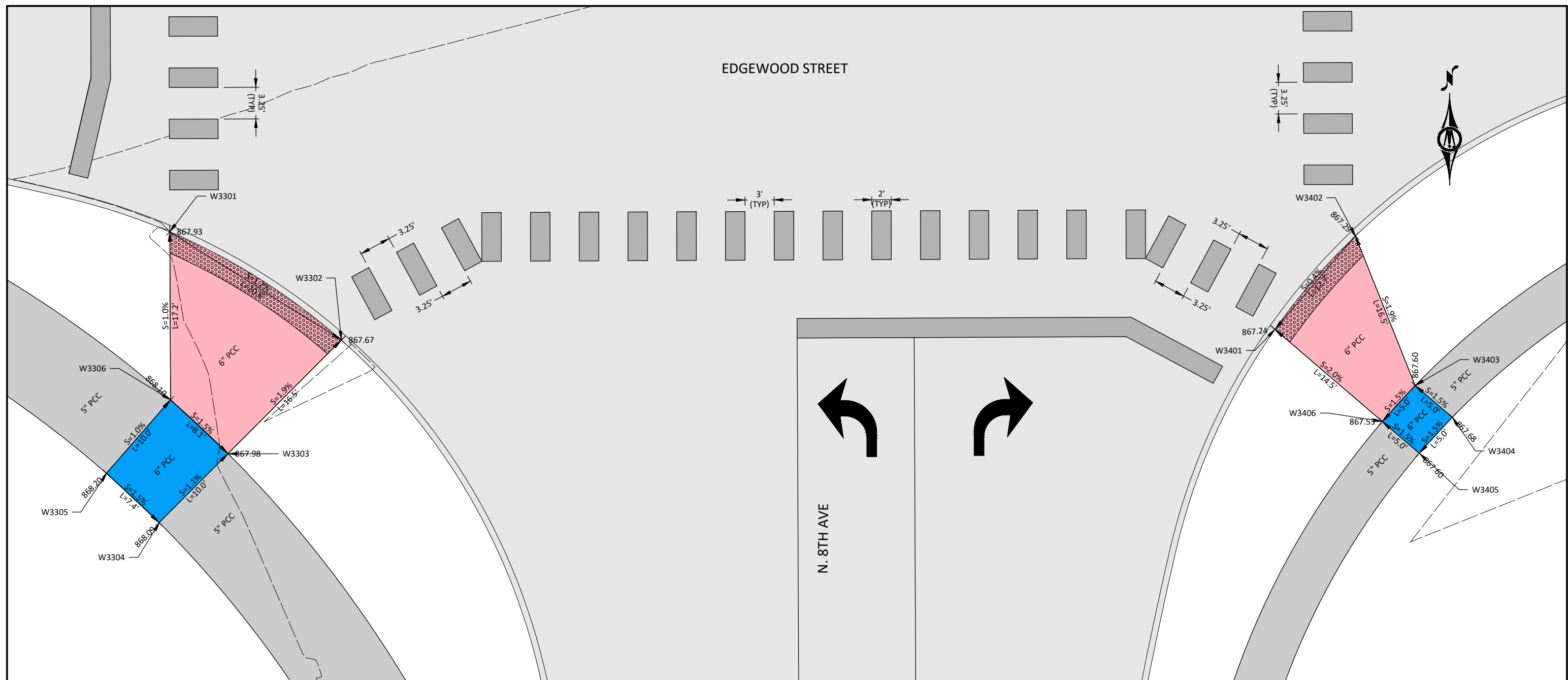
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113-10 04-18-17																			
SIDEWALK COMPLIANCE																			
See S Sheets																			
* Does not include curb Staking required by Contracting Authority per Article 2511.03 of the Standard Specifications. Refer to tabulation 113-01 for bid quantities.																			
Point to Point		Sidewalk Designation	" PCC Sidewalk	Distance*	Δ Elevation	Slope	Acceptable Constructed Range	Staking Required on this Quadrant?	Measured Slope	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES							
				FT	FT	%	Pos. or Neg.		%			Point	Station	Offset	Elevation				
W3201	W3202	Landing/Turning Space	5	5.00	-0.08	-1.6%	0.1% to 2.0%	Yes				W3201		0.00	868.80				
W3201	W3206	Landing/Turning Space	5	5.00	-0.03	-0.6%	0.1% to 2.0%					W3202		0.00	868.72				
W3202	W3203	Ramp Running Slope	6	7.00	-0.51	-7.3%	0.5% to 8.3%					W3203		0.00	868.21				
W3202	W3205	Landing/Turning Space	5	5.00	-0.02	-0.4%	0.1% to 2.0%					W3204		0.00	868.18				
W3203	W3204	Ramp Cross Slope	6	5.00	-0.03	-0.6%	0.1% to 2.0%					W3205		0.00	868.70				
W3204	W3205	Ramp Running Slope	6	7.00	0.52	7.4%	0.5% to 8.3%	Yes				W3206		0.00	868.77				
W3205	W3206	Landing/Turning Space	5	5.00	0.07	1.4%	0.1% to 2.0%												
W3101	W3102	Landing/Turning Space	5	5.00	-0.08	-1.6%	0.1% to 2.0%	Yes				W3101		0.00	868.21				
W3101	W3106	Landing/Turning Space	5	5.00	-0.03	-0.6%	0.1% to 2.0%					W3102		0.00	868.13				
W3102	W3103	Ramp Running Slope	6	7.00	-0.51	-7.3%	0.5% to 8.3%					W3103		0.00	867.62				
W3102	W3105	Landing/Turning Space	5	5.00	-0.02	-0.4%	0.1% to 2.0%					W3104		0.00	867.59				
W3103	W3104	Ramp Cross Slope	6	5.00	-0.03	-0.6%	0.1% to 2.0%					W3105		0.00	868.11				
W3104	W3105	Ramp Running Slope	6	7.00	0.52	7.4%	0.5% to 8.3%	Yes				W3106		0.00	868.18				
W3105	W3106	Landing/Turning Space	5	5.00	0.07	1.4%	0.1% to 2.0%												
0510 HORZ. SCALE FEET			DIV. 1 - RISE PROJECT NO: RM-4797(626)--90-64				BOLTON & MENK		1519 BALTIMORE DRIVE AMES, IOWA 50010 Phone: (515) 233-6100 Email: Ames@bolton-menk.com www.bolton-menk.com			DESIGNED TLB		REV	DESCRIPTION	DATE	CITY OF MARSHALLTOWN, IOWA EDGEWOOD EXTENSION SIDEWALK DETAILS		SHEET S.04
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			CHECKED GAB																
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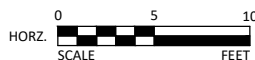
SIDEWALK COMPLIANCE

See S Sheets

* Does not include curb
Staking required by Contracting Authority per Article 2511.03 of the Standard Specifications.
Refer to tabulation 113-01 for bid quantities.

Refer to tabulation 115-01 for bid quantities.

Point to Point		Sidewalk Designation	" PCC Sidewalk	Distance*	Δ Elevation	Slope	Acceptable Constructed Range	Staking Required on this Quadrant?	Measured Slope	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES			
									%			Point	Station	Offset	Elevation
				FT	FT	%	Pos. or Neg.								
W3301	W3302	Sidewalk Cross Slope	5	20.80	-0.26	-1.2%	0.5% to 2.0%					W3301		0.00	867.93
W3301	W3306	Ramp Running Slope	6	17.20	0.17	1.0%	0.5% to 8.3%					W3302		0.00	867.67
W3302	W3303	Ramp Running Slope	6	16.50	0.31	1.9%	0.5% to 8.3%					W3303		0.00	867.98
W3303	W3304	Landing/Turning Space	5	10.00	0.11	1.1%	0.1% to 2.0%					W3304		0.00	868.09
W3303	W3306	Landing/Turning Space	5	8.10	0.12	1.5%	0.1% to 2.0%					W3305		0.00	868.20
W3304	W3305	Landing/Turning Space	5	7.40	0.11	1.5%	0.1% to 2.0%					W3306		0.00	868.10
W3305	W3306	Landing/Turning Space	5	10.00	-0.10	-1.0%	0.1% to 2.0%								
W3401	W3402	Ramp Cross Slope	6	12.70	0.05	0.4%	0.1% to 2.0%					W3401		0.00	867.24
W3401	W3406	Ramp Running Slope	6	14.50	0.29	2.0%	0.5% to 8.3%					W3402		0.00	867.29
W3402	W3403	Ramp Running Slope	6	16.50	0.31	1.9%	0.5% to 8.3%					W3403		0.00	867.60
W3403	W3404	Landing/Turning Space	5	5.00	0.08	1.6%	0.1% to 2.0%	Yes				W3404		0.00	867.68
W3403	W3406	Landing/Turning Space	5	5.00	-0.07	-1.4%	0.1% to 2.0%					W3405		0.00	867.60
W3404	W3405	Landing/Turning Space	5	5.00	-0.08	-1.6%	0.1% to 2.0%	Yes				W3406		0.00	867.53
W3405	W3406	Landing/Turning Space	5	5.00	-0.07	-1.4%	0.1% to 2.0%								



DIV. 1 - RISE
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DIV. 3 - MARSHALLTOWN WATER WORKS



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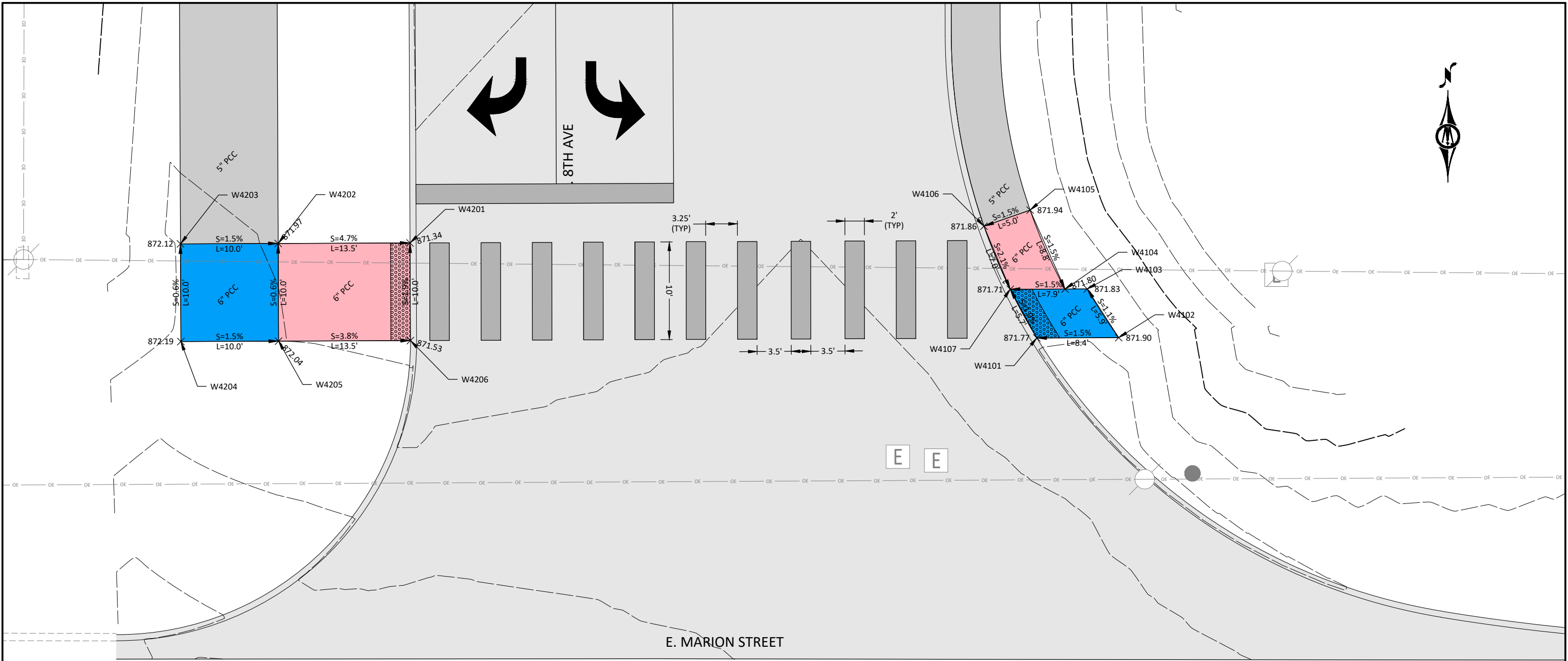
EDGEWOOD EXTENSION

SIDEWALK DETAILS

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113-10 04-18-17																		
SIDEWALK COMPLIANCE																		
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* Does not include curb Staking required by Contracting Authority per Article 2511.03 of the Standard Specifications. Refer to tabulation 113-01 for bid quantities.																		
Point to Point		Sidewalk Designation	_" PCC Sidewalk	Distance*	Δ Elevation	Slope	Acceptable Constructed Range	Staking Required on this Quadrant?	Measured Slope	Initials	Remarks	FOR INFORMATION ONLY: VALUES USED TO DETERMINE DESIGNED SLOPES						
				FT	FT	%	Pos. or Neg.		%			Point	Station	Offset	Elevation			
W4201	W4202	Ramp Running Slope	6	13.50	0.63	4.7%	0.5% to 8.3%					W4201		0.00	871.34			
W4201	W4206	Ramp Cross Slope	6	10.00	0.19	1.9%	0.1% to 2.0%	Yes				W4202		0.00	871.97			
W4202	W4203	Landing/Turning Space	5	10.00	0.15	1.5%	0.1% to 2.0%					W4203		0.00	872.12			
W4202	W4205	Landing/Turning Space	5	10.00	0.07	0.7%	0.1% to 2.0%					W4204		0.00	872.19			
W4203	W4204	Landing/Turning Space	5	10.00	0.07	0.7%	0.1% to 2.0%					W4205		0.00	872.04			
W4204	W4205	Landing/Turning Space	5	10.00	-0.15	-1.5%	0.1% to 2.0%					W4206		0.00	871.53			
W4205	W4206	Ramp Running Slope	6	13.50	-0.51	-3.8%	0.5% to 8.3%											
W4101	W4102	Landing/Turning Space	5	8.40	0.13	1.5%	0.1% to 2.0%					W4101		0.00	871.77			
W4101	W4107	Landing/Turning Space	5	5.70	-0.06	-1.1%	0.1% to 2.0%					W4102		0.00	871.90			
W4102	W4103	Landing/Turning Space	5	5.90	-0.07	-1.2%	0.1% to 2.0%					W4103		0.00	871.83			
W4104	W4105	Ramp Running Slope	6	8.80	0.14	1.6%	0.5% to 8.3%					W4104		0.00	871.80			
W4103	W4107	Landing/Turning Space	5	7.90	-0.12	-1.5%	0.1% to 2.0%					W4105		0.00	871.94			
W4105	W4106	Ramp Cross Slope	6	5.00	-0.08	-1.6%	0.1% to 2.0%	Yes				W4106		0.00	871.86			
W4106	W4107	Ramp Running Slope	6	7.00	-0.15	-2.1%	0.5% to 8.3%					W4107		0.00	871.71			
0510 HORZ. SCALE FEET			DIV. 1 - RISE PROJECT NO: RM-4797(626)--90-64				BOLTON & MENK		1519 BALTIMORE DRIVE AMES, IOWA 50010 Phone: (515) 233-6100 Email: Ames@bolton-menk.com www.bolton-menk.com				DESIGNED TLB		REV	DESCRIPTION	DATE	CITY
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CITY OF MARSHALLTOWN, IOWA
EDGEWOOD EXTENSION
SIDEWALK DETAILS

SHEET

S.06



Joel Greer, Mayor
Jessica Kinser, Administrator
Heather Thomas, Public Works
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

EDGEWOOD STREET EXTENSION

CITY PROJECT NO. STR-19003

EDA PROJECT NO: 05-79-05973

RISE PROJECT NO. RM-4797(626)-90-64

**PREPARED BY:
BOLTON & MENK
1519 BALTIMORE DR.
AMES, IA 50010**



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

Signature: Gregory Broussard Date: 4/12/2022

Name: Greg Broussard, P. E.

Iowa Reg. No. P21974

My license renewal date is December 31, 2023

Pages or sheets covered by this seal: ALL

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PART I – BIDDING AND CONTRACT DOCUMENTS

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OFFICIAL NOTICE OF HEARING AND LETTING

**CITY OF MARSHALLTOWN
MARSHALLTOWN, IOWA
EDGEWOOD STREET EXTENSION
PROJECT NO. STR-19003**

NOTICE OF PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, PROPOSED FORM OF CONTRACT AND ESTIMATED COST FOR THE EDGEWOOD STREET EXTENSION IN THE CITY OF MARSHALLTOWN, IOWA, AND THE TAKING OF BIDS FOR SUCH IMPROVEMENTS.

A public hearing will be held at 5:30 p.m. local time on the 25th day of April, 2022 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. STR-19003, the EDGEWOOD STREET EXTENSION is now on file in the office of the City Clerk and at said hearing any interested person may appear and file objection thereto or to the bidding process.

Sealed proposals based upon the proposed plans, specifications, proposed form of contract, estimated costs of improvement, will be received at the City Clerk's Office located at 24 N. Center Street, Marshalltown, IA until 10:00 a.m. local time, on the 3rd day of May, 2022 for the construction of the EDGEWOOD STREET EXTENSION as described in the plans and specifications for Project No. STR-19003, and which will be opened, read, and tabulated by the City Engineer or his designate at that time, will be acted upon by the City Council of said City at a meeting to be held in the Council Chambers on the 9th day of May, 2022 or at such later time and place as may then be fixed.

The proposed work will involve furnishing the labor, equipment, and materials necessary for constructing the EDGEWOOD STREET EXTENSION in Marshalltown, Iowa as shown in the plans and specifications for PROJECT NO. STR-19003 the EDGEWOOD STREET EXTENSION.

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:

ESTIMATED PROJECT QUANTITIES				
ITEM NO.	ITEM CODE	ITEM	UNIT	TOTAL EST. QUANT.
1	2010-108-A-0	CLEARING AND GRUBBING	UNIT	56.7
2	2010-108-B-0	CLEARING AND GRUBBING	AC	7.6
3	2010-108-D-1	TOPSOIL, ON-SITE	CY	122,782
4	2010-108-E-0	EXCAVATION, CLASS 13	CY	329,515
5	2010-108-G-0	SUBGRADE PREPARATION, 12 INCH	SY	16,140
6	2010-108-H-0	SUBGRADE TREATMENT, FLYASH, 18 INCHES	TON	150
7	2010-108-H-0	SUBGRADE TREATMENT, TRIAX GEO-GRID	SY	16,140

8	2010-108-J-0	SUBBASE, MODIFIED, 4 INCH	SY	5,884
9	2010-108-J-0	SUBBASE, MODIFIED, 8 INCH	SY	16,140
10	2010-108-M-1	COMPACTION TESTING	LS	1
11	2010-108-X-X	EXPLORATORY EXCAVATION	EA	10
12	3010-108-C-0	TRENCH FOUNDATION	TON	50
13	3010-108-D-0	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	200
14	3010-108-F-0	TRENCH COMPACTION TESTING	LS	1
15	4010-108-A-1	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 12 INCH	LF	1,888
16	4010-108-E-0	SANITARY SEWER SERVICE STUB, PVC, 8 INCH	LF	453
17	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 12 INCH	LF	737
18	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 15 INCH	LF	1,622
19	4020-108-A-1	STORM SEWER, TRENCHED, RCP, 18 INCH	LF	663
20	4020-108-A-1	STORM SEWER, TRENCHED, ARCP, 22 INCH BY 13 INCH ARCH	LF	66
21	4020-108-A-1	STORM SEWER, TRENCHED, ARCP, 28 INCH BY 18 INCH ARCH	LF	359
22	4020-108-A-1	STORM SEWER, TRENCHED, ARCP, 36 INCH BY 22 INCH ARCH	LF	129
23	4020-108-D-0	REMOVAL OF STORM SEWER, RCP, 12 INCH	LF	122
24	4030-108-X-1	6'X3' BOX CULVERT	LF	90
25	4030-108-X-1	10'X4' BOX CULVERT	LF	276
26	4030-108-X-1	6'X3' BOX CULVERT END SECTION	EA	2
27	4030-108-X-1	10'X4' BOX CULVERT END SECTION	EA	4
28	4030-108-B-0	PIPE APRON, ARCP, 28 INCH BY 18 INCH ARCH	EA	1
29	4030-108-B-0	PIPE APRON, ARCP, 36 INCH BY 22 INCH ARCH	EA	1
30	4040-108-A-0	SUBDRAIN, PVC, 4 INCH	LF	3,416
31	4040-108-C-0	SUBDRAIN CLEANOUT, PVC, 4 INCH	EA	3
32	4040-108-D-0	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 4 INCH	EA	32
33	5010-108-A-1	WATERMAIN, TRENCHED, PVC DR14, 8 INCH	LF	3,204
34	5010-108-A-1	WATERMAIN, TRENCHED, DUCTILE IRON, 8 INCH	LF	136
35	5010-108-A-1	WATERMAIN, TRENCHED, DUCTILE IRON, 24 INCH	LF	100
36	5010-108-A-2	WATERMAIN, TRENCHLESS, 8 INCH	LF	60
37	5010-108-C-2	FITTINGS BY WEIGHT, DUCTILE IRON	LB	636
38	5020-108-A-0	VALVE, GATE, 8 INCH	EA	6
39	5020-108-A-0	VALVE, BUTTERFLY, 24 INCH, FURNISH ONLY	EA	2
40	5020-108-A-0	VALVE, BUTTERFLY, 24 INCH, INSTALLATION	EA	2
41	5020-108-A-0	VALVE, INSERTION VALVE, 24 INCH	EA	2
42	5020-108-B-0	TAPPING VALVE ASSEMBLY, 8 INCH	EA	2
43	5020-108-C-0	FIRE HYDRANT ASSEMBLY	EA	7
44	5020-108-X-1	WATERMAIN OFFSET, 8 INCH	EA	1
45	5020-108-X-2	WATERMAIN OFFSET, 24 INCH	EA	1
46	5020-108-D-0	FLUSHING DEVICE (BLOWOFF)	EA	1
47	6010-108-A-0	SANITARY MANHOLE, SW-303, 48 INCH	EA	1
48	6010-108-A-0	SANITARY MANHOLE, SW-301, 48 INCH	EA	7
49	6010-108-A-0	STORM MANHOLE, SW-401, 60 INCH	EA	1

50	6010-108-B-0	INTAKE, SW-507	EA	28
51	6010-108-B-0	INTAKE, SW-508	EA	1
52	6010-108-B-0	INTAKE, SW-509	EA	4
53	6010-108-B-0	INTAKE, SW-510	EA	3
54	6010-108-E-0	MANHOLE ADJUSTMENT, MINOR	EA	3
55	6010-108-F-0	MANHOLE ADJUSTMENT, MAJOR	EA	3
56	6010-108-G-0	CONNECTION TO EXISTING MANHOLE	EA	1
57	6010-108-H-0	REMOVE INTAKE	EA	5
58	7010-108-A-0	PAVEMENT, PCC, 8 INCH	SY	14,606
59	7010-108-I-0	PCC PAVEMENT SAMPLES AND TESTING	LS	1
60	7020-108-X-1	TEMPORARY PAVEMENT, 5" PCC OR 4" HMA	SY	1,136
61	7030-108-A-0	REMOVAL OF GRAVEL DRIVEWAY	SY	266
62	7030-108-B-0	REMOVAL OF CURB	LF	168
63	7030-108-C-0	SHARED USE PATH, PCC, 5 INCH	SY	3,178
64	7030-108-E-0	SIDEWALK, PCC, 5 INCH	SY	1,834
65	7030-108-E-0	SIDEWALK, PCC, 6 INCH	SY	184
66	7030-108-G-0	DETECTABLE WARNING	SF	189
67	7030-108-H-1	DRIVEWAY, PAVED, PCC, 6 INCH	SY	52
68	7040-108-H-0	PAVEMENT REMOVAL	SY	864
69	8020-108-B-0	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	142
70	8020-108-G-0	PAINTED SYMBOLS AND LEGENDS	EA	8
71	8020-108-X-1	TYPE A SIGN, SHEET ALUMINUM	SF	46.5
72	8020-108-X-2	SIGN REMOVAL	EA	2
73	8030-108-A-0	TEMPORARY TRAFFIC CONTROL	LS	1
74	9010-108-B-0	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	55
75	9040-108-A-1	SWPPP PREPARATION	LS	1
76	9040-108-A-2	SWPPP MANAGEMENT	LS	1
77	9040-108-E-0	TEMPORARY RECP, TYPE 2.C	SY	27797
78	9040-108-J-0	RIP RAP, TYPE E	TON	60
79	9040-108-N-1	SILT FENCE OR SILT FENCE DITCH CHECK	LF	13,290
80	9040-108-O-1	STABILIZED CONSTRUCTION ENTRANCE	SY	244
81	9040-108-Q-1	EROSION CONTROL MULCHING, CONVENTIONAL	AC	55
82	9040-108-T-1	INLET PROTECTION DEVICE, DROP-IN	EA	36
83	9040-108-T-1	INLET PROTECTION DEVICE, SURFACE APPLIED	EA	36
84	9060-108-E-0	REMOVAL OF FENCE	LF	1,550
85	9080-108-C-0	SAFETY RAIL	LF	48
86	11010-108-A-1	CONSTRUCTION SURVEY	LS	1
87	11010-108-B-1	MONUMENT PRESERVATION AND REPLACEMENT	LS	1
88	11020-108-A-1	MOBILIZATION	LS	1
89	11050-108-A-0	CONCRETE WASHOUT	LS	1
90	12040-108-X-1	DRAINAGE WELL	EA	8
91	12040-108-X-2	WOODCHIP/COMPOST DEBRIS REMOVAL	CY	600

92	12040-108-X-3	EDA SITE SIGN	LS	1
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All work is to be done in strict compliance with the Plans and Specifications for said PROJECT NO. STR-19003 as proposed by the City Engineer.

Obtaining the Bidding Documents

Plans, specifications and proposed contract documents may be examined at the office of the City Engineer, Marshalltown, Iowa, and at the office of the City Clerk, Marshalltown, Iowa. Bidding Documents may be downloaded from the City of Marshalltown's web site upon registration at no cost. The documents may be downloaded at <https://www.marshalltown-ia.gov/Bids.aspx>.

A deposit of \$150 per paper set of plans, specifications and proposed contract documents will be charged, all of which will be refunded if the paper documents are returned in reusable condition within 14 days of the Award of Contract. If all paper documents are not returned in reusable condition and within 14 days, the deposit will be forfeited.

Pre-bid Conference

No pre-bid conference will be held as a part of this project

Instructions to Bidders.

A Bid must be accompanied by Bid security made payable to Owner in an amount of ten (10) percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions or a certified check in an amount equal to ten percent (10%) of the total amount of the bid, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.

For all further requirements regarding bid submittal, qualifications, procedures, and contract award, refer to the Instructions to Bidders that are included in the Bidding Documents.

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

This Notice to Bidders is hereby published by authority of resolution duly adopted by the Council of the City of Marshalltown on the 11th day of April, 2022.

Owner: City of Marshalltown

By: Alicia Hunter

Title: City Clerk

INSTRUCTIONS TO BIDDERS FOR CONSTRUCTION CONTRACT

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This project will be partially funded with Federal funds from the United States Department of Commerce, Economic Development Administration and therefore is subject to the Federal laws and regulations associated with that program

ARTICLE 1—*DEFINED TERMS*

1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions. Additional terms used in these Instructions to Bidders have the meanings indicated below:

- A. *Issuing Office*—The office from which the Bidding Documents are to be issued, and which registers plan holders.

ARTICLE 2—*BIDDING DOCUMENTS*

2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.

2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the

plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.

2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement or invitation to bid. Owner requires that Bidder register as a plan holder with the Issuing Office at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

2.04 Bidder may register as a plan holder and obtain complete sets of Bidding Documents, in the number and format stated in the Advertisement or invitation to bid, from the Issuing Office. Bidders may rely that sets of Bidding Documents obtained from the Issuing Office are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.

2.05 Plan rooms (including construction information subscription services, and electronic and virtual plan rooms) may distribute the Bidding Documents, or make them available for examination. Those prospective bidders that obtain an electronic (digital) copy of the Bidding Documents from a plan room are encouraged to register as plan holders from the Bidding Documents Website or Issuing Office. Owner is not responsible for omissions in Bidding Documents or other documents obtained from plan rooms, or for a Bidder's failure to obtain Addenda from a plan room.

2.06 Electronic Documents

- A. When the Bidding Requirements indicate that electronic (digital) copies of the Bidding Documents are available, such documents will be made available to the Bidders as Electronic Documents in the manner specified.
 - 1. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat Reader. It is the intent of the Engineer and Owner that such Electronic Documents are to be exactly representative of the paper copies of the documents. However, because the Owner and Engineer cannot totally control the transmission and receipt of Electronic Documents nor the Contractor's means of reproduction of such documents, the Owner and Engineer cannot and do not guarantee that Electronic Documents and reproductions prepared from those versions are identical in every manner to the paper copies.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.06.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- C. After the Contract is awarded, the Owner will provide or direct the Engineer to provide for the use of the Contractor documents that were developed by Engineer as part of the Project design process, as Electronic Documents in native file formats.
- D. Electronic Documents that are available in native file format include:
 - 1. Plans in Civil 3D formats.

- E. Release of such documents will be solely for the convenience of the Contractor. No such document is a Contract Document.
- F. Unless the Contract Documents explicitly identify that such information will be available to the Successful Bidder (Contractor), nothing herein will create an obligation on the part of the Owner or Engineer to provide or create such information, and the Contractor is not entitled to rely on the availability of such information in the preparation of its Bid or pricing of the Work. In all cases, the Contractor shall take appropriate measures to verify that any electronic/digital information provided in Electronic Documents is appropriate and adequate for the Contractor's specific purposes.
- G. In no case will the Contractor be entitled to additional compensation or time for completion due to any differences between the actual Contract

ARTICLE 3—PRE-BID CONFERENCE

3.01 No pre-bid conference will be held

ARTICLE 4—BID SECURITY

4.01 A Bid must be accompanied by Bid security made payable to Owner in an amount of **ten (10)** percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid bond issued by a surety meeting the requirements of Paragraph 6.01 of the General Conditions or a certified check in an amount equal to ten percent (10%) of the total amount of the bid, drawn on and certified payable by a solvent bank to the City Treasurer of the City. Such Bid bond will be issued in the form included in the Bidding Documents.

ARTICLE 5—SUBSTITUTE AND "OR EQUAL" ITEMS

5.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents, and those "or-equal" or substitute or materials and equipment subsequently approved by Engineer prior to the submittal of Bids and identified by Addendum. No item of material or equipment will be considered by Engineer as an "or-equal" or substitute unless written request for approval has been submitted by Bidder and has been received by Engineer within 10 days of the issuance of the Advertisement for Bids or invitation to Bidders. Each such request must comply with the requirements of Paragraphs 7.05 and 7.06 of the General Conditions, and the review of the request will be governed by the principles in those paragraphs. The burden of proof of the merit of the proposed item is upon Bidder. Engineer's decision of approval or disapproval of a proposed item will be final. If Engineer approves any such proposed item, such approval will be set forth in an Addendum issued to all registered Bidders. Bidders cannot rely upon approvals made in any other manner.

5.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 6—PREPARATION OF BID

6.01 If Bidder has obtained the Bidding Documents as Electronic Documents, then Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept

Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.

ARTICLE 7—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

7.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

7.02 Should there be any reason why the contract cannot be awarded within the period of time stated in the Bid Form, the time may be extended by mutual agreement between the Owner and the apparent successful Bidder.

ARTICLE 8—ENGINEER INFORMATION

8.01 The Engineering firm is: Bolton & Menk, Inc

A. The Engineering firm's contact person is: Greg Broussard

B. The firm's address is:

1. 1519 Baltimore Drive Ames, IA 50010
2. Phone (515) 233-6100
3. Email: ames@bolton-menk.com

ARTICLE 9—EVALUATION OF BIDS AND AWARD OF CONTRACT

9.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive all minor Bid informalities not involving price, time, or changes in the Work.

9.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.

9.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.

9.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.

9.05 Evaluation of Bids

- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
- B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- C. Owner will award contract based on the lowest apparent bid utilizing the overall project quantities including all schedules.

9.06 In evaluating whether a Bidder is responsible, Owner will consider the qualifications of the Bidder and may consider the qualifications and experience of Subcontractors and Suppliers proposed for those portions of the Work for which the identity of Subcontractors and Suppliers must be submitted as provided in the Bidding Documents.

9.07 Owner may conduct such investigations, as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

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**CERTIFICATION REGARDING LOBBYING
LOWER TIER COVERED TRANSACTIONS**

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

In any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

05-79-05973

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE

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NOTE: To find the Goals for minority participation (%), click "What to use?" and search for the project's County.



**NOTICE OF REQUIREMENTS FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246 AND 41 CFR PART 60-4)**

The following Notice shall be included in, and shall be a part of all solicitations for offers and bids on all Federal and federally assisted construction contracts or subcontracts in excess of \$10,000.

The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.

The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Timetables	Goals for minority participation for each trade	Goals for female participation for each trade
<u>What % to use?</u>	2.4 %	6.9%

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and non federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" is:

State of	<u>Iowa</u>
County of	<u>Marshall</u>
City of	<u>Marshalltown</u>

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DAVIS BACON WAGE RATES

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"General Decision Number: IA20220081 02/25/2022

Superseded General Decision Number: IA20210081

State: Iowa

Construction Types: Heavy and Highway

Counties: Adair, Adams, Allamakee, Appanoose, Audubon, Benton, Black Hawk, Boone, Bremer, Buchanan, Buena Vista, Butler, Calhoun, Carroll, Cass, Cedar, Cerro Gordo, Cherokee, Chickasaw, Clarke, Clay, Clayton, Clinton, Crawford, Dallas, Davis, Decatur, Delaware, Des Moines, Dickinson, Dubuque, Emmet, Fayette, Floyd, Franklin, Fremont, Greene, Grundy, Guthrie, Hamilton, Hancock, Hardin, Harrison, Henry, Howard, Humboldt, Ida, Iowa, Jackson, Jasper, Jefferson, Johnson, Jones, Keokuk, Kossuth, Lee, Linn, Louisa, Lucas, Lyon, Madison, Mahaska, Marion, Marshall, Mills, Mitchell, Monona, Monroe, Montgomery, Muscatine, O'Brien, Osceola, Page, Palo Alto, Plymouth, Pocahontas, Polk, Pottawattamie, Poweshiek, Ringgold, Sac, Shelby, Sioux, Story, Tama, Taylor, Union, Van Buren, Wapello, Warren, Washington, Wayne, Webster, Winnebago, Winneshiek, Woodbury, Worth and Wright Counties in Iowa.

HIGHWAY CONSTRUCTION PROJECTS and HEAVY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Modification Number Publication Date

0 01/07/2022

1 02/25/2022

* SUIA2021-001 10/18/2017

	Rates	Fringes
Carpenter & Piledrivermen		
ZONE 1.....	\$ 29.27	14.58
ZONE 2.....	\$ 27.48	14.73
ZONE 3.....	\$ 27.48	14.73
ZONE 4.....	\$ 26.85	12.30
ZONE 5**.....	\$ 25.75	10.70
CONCRETE FINISHER		
ZONE 1.....	\$ 29.05	7.60
ZONE 2.....	\$ 29.05	7.60
ZONE 3.....	\$ 29.05	7.60
ZONE 4.....	\$ 25.95	6.95
ZONE 5.....	\$ 24.90	6.95
ELECTRICIAN (STREET AND HIGHWAY LIGHTING AND TRAFFIC SIGNALS)		
ZONE 1, 2, AND 3.....	\$ 30.40	9.80
ZONE 4.....	\$ 29.10	8.80
ZONE 5.....	\$ 26.95	7.80
IRONWORKER (SETTING OF STRUCTURAL STEEL)		
ZONE 1.....	\$ 32.25	11.60
ZONE 2.....	\$ 30.16	12.05
ZONE 3.....	\$ 30.16	12.05
ZONE 4.....	\$ 28.00	11.15
ZONE 5**.....	\$ 26.15	10.30
LABORER		
ZONE 1, 2 AND 3		
GROUP A.....	\$ 24.08	10.65
GROUP AA.....	\$ 26.46	10.65
GROUP B.....	\$ 22.23	10.65
GROUP C.....	\$ 19.15	10.65
ZONE 4		
GROUP A.....	\$ 21.37	9.83
GROUP B.....	\$ 20.05	9.83
GROUP C.....	\$ 17.17	9.83
ZONE 5		

GROUP A.....	\$ 21.77	8.38
GROUP B.....	\$ 19.27	8.38
GROUP C.....	\$ 18.42	8.38

POWER EQUIPMENT OPERATOR

ZONE 1

GROUP A.....	\$ 33.25	15.50
GROUP B.....	\$ 31.70	15.50
GROUP C.....	\$ 29.20	15.50
GROUP D.....	\$ 29.20	15.50

ZONE 2

GROUP A.....	\$ 32.55	15.50
GROUP B.....	\$ 30.95	15.50
GROUP C.....	\$ 28.40	15.50
GROUP D.....	\$ 28.40	15.50

ZONE 3

GROUP A.....	\$ 30.45	25.90
GROUP B.....	\$ 28.65	25.90
GROUP C.....	\$ 27.65	25.90
GROUP D.....	\$ 27.65	25.90

ZONE 4

GROUP A.....	\$ 31.35	13.85
GROUP B.....	\$ 30.21	13.85
GROUP C.....	\$ 28.13	13.85
GROUP D.....	\$ 28.13	13.85

ZONE 5

GROUP A.....	\$ 28.52	11.50
GROUP B.....	\$ 27.48	11.50
GROUP C.....	\$ 25.75	11.50
GROUP D.....	\$ 24.75	11.50

TRUCK DRIVER (AND PAVEMENT

MARKING DRIVER/SWITCHPERSON)

ZONE 1.....	\$ 25.25	11.45
ZONE 2		
.....	\$ 25.25	11.45
ZONE 3.....	\$ 25.25	11.45
ZONE 4.....	\$ 25.00	7.50
ZONE 5		
.....	\$ 23.05	7.50

ZONE DEFINITIONS

ZONE 1 The Counties of Polk, Warren, and Dallas for all Crafts, and Linn County Carpenters only.

ZONE 2 The Counties of Dubuque for all Crafts and Linn County for all Crafts except Carpenters.

ZONE 3 The Cities of Burlington (including West Burlington), Clinton, Fort Madison, Keokuk, and Middleton (including the Iowa Army Ammunition Plant) and Muscatine (and abutting municipalities of any such cities).

ZONE 4 Story, Black Hawk, Cedar, Jasper, Jones, Jackson, Louisa, Madison, and Marion Counties; Clinton County (except the City of Clinton), Johnson County, Muscatine County (except the City of Muscatine), the City of Council Bluffs, Lee County and Des Moines County.

ZONE 5 All areas of the state not listed above.

LABORER CLASSIFICATIONS - ALL ZONES

GROUP AA - {Skilled pipelayer (sewer, water and conduits) and tunnel laborers; asbestos abatement worker} (Zones 1, 2 and 3).

GROUP A - Carpenter tender on bridges and box culverts; curb machine (without a seat); deck hand; diamond & core drills; drill operator on air tracs, wagon drills and similar drills; form setter/stringman on paving work; gunnite nozzleman; joint sealer kettleman; laser operator; powderman tender; powderman/blaster; saw operator; {pipelayer (sewer, water, and conduits); sign erector*; tunnel laborer; asbestos abatement worker (Zones 4 and 5)}, sign erector.

GROUP B - Air, gas, electric tool operator; barco hammer; carpenter tender; caulker; chain sawman; compressor (under 400 cfm); concrete finisher tender; concrete processing materials and monitors; cutting torch on demolition; drill tender; dumpmen; electric drills; fence erectors; form line expansion joint assembler; form tamper; general laborer; grade checker; handling and placing metal mesh, dowel bars, reinforcing bars and chairs; hot asphalt laborer; installing temporary traffic control devices; jackhammerman; mechanical grouter; painter (all except stripers); paving breaker; planting trees, shrubs and flowers; power broom (not self-propelled); power buggyman; rakers; rodman (tying reinforcing steel); sandblaster; seeding and mulching; sewer utility topman/bottom man; spaders; stressor or stretcherman on pre or post tensioned concrete; stringman on re/surfacing/no grade control; swinging stage, tagline, or block and tackle; tampers; timberman; tool room men and checkers; tree climber; tree groundman; underpinning and shoring caissons over twelve feet deep; vibrators; walk behind trencher; walk behind paint stripers; walk behind vibrating compactor; water pumps (under three inch); work from bosun chair.

GROUP C - Scale weigh person; traffic control/flagger, surveillance or monitor; water carrier.

POWER EQUIPMENT OPERATOR CLASSIFICATIONS - ALL ZONES

GROUP A - All terrain (off road) forklift; asphalt breakdown roller (vibratory); asphalt laydown machine; asphalt plant; asphalt screed; bulldozer (finish); central mix plant; concrete pump; crane; crawler tractor pulling scraper; directional drill (60,000 (lbs) pullback and above); dragline and power shovel; dredge engineer; excavator (over ½ cu. yd.); front end loader (4 cy and over); horizontal boring machine; master mechanic; milling machine (over 350 hp); motor grader (finish); push cat; rubber tired backhoe (over ½ cu. yd.); scraper (12 cu. yd. and over or finish); Self-propelled rotary mixer/road reclaimer; sidebroom tractor; slipform portland concrete paver; tow or push boat; trenching machine (Cleveland 80 or similar)

GROUP B - Articulated off road hauler, asphalt heater/planer;

asphalt material transfer vehicle; asphalt roller; belt loader or similar loader; bulldozer (rough); churn or rotary drill; concrete curb machine; crawler tractor pulling ripper, disk or roller; deck hand/oiler; directional drill (less than 60,000 (lbs) pullback); distributor; excavator (1/2 cu. yd. and under); form riding concrete paver; front end loader (2 to less than 4 cu. yd.); group equipment greaser; mechanic; milling machine (350 hp. and less); paving breaker; portland concrete dry batch plant; rubber tired backhoe (1/2 cu. yd. and under); scraper (under 12 cu. yd.); screening, washing and crushing plant (mobile, portable or stationary); shoulder machine; skid loader (1 cu. yd. and over); subgrader or trimmer; trenching machine; water wagon on compaction.

GROUP C - Boom & winch truck; concrete spreader/belt placer; deep wells for dewatering; farm type tractor (over 75 hp.) pulling disc or roller; forklift; front end loader (under 2 cu. yd.); motor grader (rough); pile hammer power unit; pump (greater than three inch diameter); pumps on well points; safety boat; self-propelled roller (other than asphalt); self-propelled sand blaster or shot blaster, water blaster or striping grinder/remover; skid loader (under 1 cu. yd.); truck mounted post driver.

GROUP D - Boiler; compressor; cure and texture machine; dow box; farm type or utility tractor (under 75 hp.) pulling disk, roller or other attachments; group greaser tender; light plants; mechanic tender; mechanical broom; mechanical heaters; oiler; pumps (under three inch diameter); tree chipping machine; truck crane driver/oiler.

**** CARPENTERS AND PILEDRIVERMEN, or IRONWORKERS (ZONE 5)**

Setting of structural steel; any welding incidental to bridge or culvert construction; setting concrete beams.

*** ADDED CRAFT - SIGN ERECTOR**

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.
Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier. Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union

average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier. A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

 WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
 Wage and Hour Division
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
 U.S. Department of Labor
 200 Constitution Avenue, N.W.
 Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

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EDA CONTRACT PROVISIONS

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U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION



EDA CONTRACTING PROVISIONS FOR CONSTRUCTION PROJECTS

These EDA Contracting Provisions for Construction Projects (EDA Contracting Provisions) are intended for use by recipients receiving federal assistance from the U. S. Department of Commerce - Economic Development Administration (EDA). They contain provisions specific to EDA and other federal provisions not normally found in non-federal contract documents. The requirements contained herein must be incorporated into all construction contracts and subcontracts funded wholly or in part with federal assistance from EDA.

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1. **DEFINITIONS**

Agreement – The written instrument that is evidence of the agreement between the Owner and the Contractor overseeing the Work.

Architect/Engineer - The person or other entity engaged by the Recipient to perform architectural, engineering, design, and other services related to the work as provided for in the contract.

Contract – The entire and integrated written agreement between the Owner and the Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.

Contract Documents – Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents.

Contractor – The individual or entity with whom the Owner has entered into the Agreement.

Drawings or Plans – That part of the Contract Documents prepared or approved by the Architect/Engineer that graphically shows the scope, extent, and character of the Work to be performed by the Contractor.

EDA - The United States of America acting through the Economic Development Administration of the U.S. Department of Commerce or any other person designated to act on its behalf. EDA has agreed to provide financial assistance to the Owner, which includes assistance in financing the Work to be performed under this Contract. Notwithstanding EDA's role, nothing in this Contract shall be construed to create any contractual relationship between the Contractor and EDA.

Owner – The individual or entity with whom the Contractor has entered into the Agreement and for whom the Work is to be performed.

Project – The total construction of which the Work to be performed under the Contract Documents may be the whole, or a part.

Recipient – A non-Federal entity receiving a Federal financial assistance award directly from EDA to carry out an activity under an EDA program, including any EDA-approved successor to the entity.

Specifications – That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

Subcontractor – An individual or entity having direct contract with the Contractor or with any other Subcontractor for the performance of a part of the Work at the Site.

Work – The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

2. **APPLICABILITY**

The Project to which the construction work covered by this Contract pertains is being assisted by the United States of America through federal assistance provided by the U.S. Department of Commerce - Economic Development Administration (EDA). Neither EDA, nor any of its departments, entities, or employees is a party to this Contract. The following EDA Contracting Provisions are included in this Contract and all subcontracts or related instruments pursuant to the provisions applicable to such federal assistance from EDA.

3. **FEDERALLY REQUIRED CONTRACT PROVISIONS**

(a) All contracts in excess of the simplified acquisition threshold - currently fixed at \$150,000 (see 41 U.S.C. §§ 134 and 1908) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.

(b) All contracts in excess of \$10,000 must address termination for cause and for convenience by the Recipient including the manner by which it will be effected and the basis for settlement.

(c) All construction contracts awarded in excess of \$10,000 by recipients of federal assistance and their contractors or subcontractors shall contain a provision requiring compliance with Executive Order 11246 of September 24, 1965, *Equal Employment Opportunity*, as amended by Executive Order 11375 of October 13, 1967, and Department of Labor implementing regulations at 41 C.F.R. part 60.

(d) All prime construction contracts in excess of \$2,000 awarded by Recipients must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) as supplemented by Department of Labor regulations at 29 C.F.R. part 5. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations at 29 C.F.R. part 3.

(e) All contracts awarded by the Recipient in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704 (the Contract Work Hours and Safety Standards Act) as supplemented by Department of Labor regulations at 29 C.F.R. part 5.

(f) All contracts must include EDA requirements and regulations that involve a requirement on the contractor or sub-contractor to report information to EDA, the Recipient or any other federal agency.

- (g) All contracts must include EDA requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- (h) All contracts must include EDA requirements and regulations pertaining to copyrights and rights in data.
- (i) All contracts and subgrants in excess of \$150,000 must contain a provision that requires compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7401 *et seq.*) and the Federal Water Pollution Control Act (Clean Water Act) (33 U.S.C. § 1251 *et seq.*), and Executive Order 11738, *Providing for Administration of the Clean Air Act and the Federal Water Pollution Control Act With Respect to Federal Contracts, Grants, or Loans*.
- (j) Contracts must contain mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).
- (k) Contracts must contain a provision ensuring that contracts are not to be made to parties on the government wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. part 180.
- (l) Contracts must contain a provision ensure compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352) under which contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- (m) If the Recipient is a state agency or agency of a political subdivision of a state, any contract awarded must contain a provision ensuring compliance with section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act related to the procurement of recovered materials.

4. **REQUIRED PROVISIONS DEEMED INSERTED**

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion of correction.

5. **INSPECTION BY EDA REPRESENTATIVES**

The authorized representatives and agents of EDA shall be permitted to inspect all work, materials, payrolls, personnel records, invoices of materials, and other relevant data and records.

6. **EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

(a) The Owner, EDA, or the Comptroller General of the United States, or any of their duly authorized representatives shall, generally until three years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders that do not exceed \$10,000.

(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to (1) appeals under the disputes clause of this contract, (2) litigation or settlement of claims arising from the performance of this contract, or (3) costs and expenses of this contract to which the Owner, EDA, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

7. **CONSTRUCTION SCHEDULE AND PERIODIC ESTIMATES**

Immediately after execution and delivery of the contract, and before the first partial payment is made, the Contractor shall deliver to the Owner an estimated construction progress schedule in a form satisfactory to the Owner, showing the proposed dates of commencement and completion of each of the various subdivisions of work required under the Contract Documents and the anticipated amount of each monthly payment that will become due to the Contractor in accordance with the progress schedule. The Contractor also shall furnish the Owner (a) a detailed estimate giving a complete breakdown of the contract price and (b) periodic itemized estimates of work done for the purpose of making partial payments thereon. The costs employed in making up any of these schedules will be used only to determine the basis of partial payments and will not be considered as fixing a basis for additions to or deductions from the contract price.

8. **CONTRACTOR'S TITLE TO MATERIAL**

No materials, supplies, or equipment for the work shall be purchased by the Contractor or by any subcontractor that is subject to any chattel mortgage or under a conditional sale contract or other agreement by which an interest is retained by the seller. The Contractor warrants and guarantees that he/she has good title to all work, materials, and equipment used by him/her in the Work, free and clear of all liens, claims, or encumbrances.

9. **INSPECTION AND TESTING OF MATERIALS**

All materials and equipment used in the completion of the Work shall be subject to adequate inspection and testing in accordance with accepted standards. The laboratory or inspection agency shall be selected by the Owner. Materials of construction, particularly those upon which the strength and durability of any structure may depend, shall be subject to inspection and testing to establish conformance with specifications and suitability for intended uses.

10. **"OR EQUAL" CLAUSE**

Whenever a material, article, or piece of equipment is identified in the Contract Documents by reference to manufacturers' or vendors' names, trade names, catalogue numbers, etc., it is intended merely to establish a standard. Any material, article, or equipment of other manufacturers and vendors that will perform adequately the duties imposed by the general design will be considered equally acceptable provided the material, article, or equipment so proposed is, in the opinion of the Architect/Engineer, of equal substance and function. However, such substitution material, article, or equipment shall not be purchased or installed by the Contractor without the Architect/Engineer's written approval.

11. **PATENT FEES AND ROYALTIES**

(a) Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device that is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Architect/Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents.

(b) To the fullest extent permitted by Laws and Regulations, the Contractor shall indemnify and hold harmless the Owner and the Architect/Engineer, and the officers, directors, partners, employees, agents, consultants, and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

12. **CLAIMS FOR EXTRA COSTS**

No claims for extra work or cost shall be allowed unless the same was done in pursuance of a written order from the Architect/Engineer approved by the Owner.

13. **CONTRACTORS AND SUBCONTRACTORS INSURANCE**

(a) The Contractor shall not commence work under this Contract until the Contractor has obtained all insurance reasonably required by the Owner, nor shall the Contractor allow any subcontractor to commence work on his/her subcontract until the insurance required of the subcontractor has been so obtained and approved.

(b) Types of insurance normally required are:

- (1) Workers' Compensation
- (2) Contractor's Public Liability and Property Damage
- (3) Contractor's Vehicle Liability
- (4) Subcontractors' Public Liability, Property Damage and Vehicle Liability
- (5) Builder's Risk (Fire and Extended Coverage)

(c) **Scope of Insurance and Special Hazards:** The insurance obtained, which is described above, shall provide adequate protection for the Contractor and his/her subcontractors, respectively, against damage claims that may arise from operations under this contract, whether such operations be by the insured or by anyone directly or indirectly employed by him/her and also against any of the special hazards that may be encountered in the performance of this Contract.

(d) **Proof of Carriage of Insurance:** The Contractor shall furnish the Owner with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of applicable insurance policies.

14. **CONTRACT SECURITY BONDS**

(a) If the amount of this Contract exceeds \$150,000, the Contractor shall furnish a performance bond in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of this Contract and also a payment bond in an amount equal to one hundred percent (100%) of the Contract price or in a penal sum not less than that prescribed by State, Territorial, or local law, as security for the payment of all persons performing labor on the Work under this Contract and furnishing materials in connection with this Contract. The performance bond and the payment bond may be in one or in separate instruments in accordance with local law. Before final acceptance, each bond must be approved by EDA. If the amount of this Contract does not exceed \$150,000, the Owner shall specify the amount of the payment and performance bonds.

(b) All bonds shall be in the form prescribed by the Contract Documents except as otherwise provided in applicable laws or regulations, and shall be executed by such sureties as are named in the current list of *Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies* as published in Treasury Circular 570 (amended) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury. All bonds signed by an agent must be accompanied by a certified copy of the agent's

authority to act. Surety companies executing the bonds must also be authorized to transact business in the state where the Work is located.

15. **LABOR STANDARDS - DAVIS-BACON AND RELATED ACTS**
(as required by section 602 of PWEDA)

(a) **Minimum Wages**

(1) All laborers and mechanics employed or working upon the site of the Work in the construction or development of the Project will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act at 29 C.F.R. part 3, the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at the time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor, which is attached hereto and made a part hereof, regardless of any contractual relationship that may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 C.F.R. § 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 C.F.R. § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates determined under 29 C.F.R. § 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(2) (i) Any class of laborers or mechanics to be employed under the Contract, but not listed in the wage determination, shall be classified in conformance with the wage determination. EDA shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(A) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(B) The classification is utilized in the area by the construction industry; and

(C) The proposed wage rate, including any bona fide fringe benefits, bears a

reasonable relationship to the wage rates contained in the wage determination.

(ii) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and EDA or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by EDA or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210.

(iii) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and EDA or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), EDA or its designee shall refer the questions, including the views of all interested parties and the recommendation of EDA or its designee, to the Administrator for determination.

(iv) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs (a)(2)(ii) or (iii) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(3) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(4) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

(b) **Withholding**

EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the Contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper employed or working on the site of the Work in the construction or development of the Project, all or part of the wages required by the Contract, EDA or its designee may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations

have ceased. EDA or its designee may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

(c) **Payrolls and basic records**

(1) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work in the construction or development of the Project. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 C.F.R. § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, the plan or program is financially responsible, and the plan or program has been communicated in writing to the laborers or mechanics affected, and provide records that show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(2) (i) For each week in which Contract work is performed, the Contractor shall submit a copy of all payrolls to the Owner for transmission to EDA or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 C.F.R. part 5.5(a)(3)(i). This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose. It may be purchased from the Superintendent of Documents (Federal Stock Number 029-005-00014-1), U.S. Government Printing Office, Washington, D.C. 20402; or downloaded from the U.S. Department of Labor's website at <https://www.dol.gov/whd/forms/wh347.pdf>. The prime Contractor is responsible for the submission of copies of payrolls by all subcontractors

(ii) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(A) That the payroll for the payroll period contains the information required to be maintained under 29 C.F.R. § 5.5(a)(3)(i) and that such information is correct and complete;

(B) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 C.F.R. part 3; and

(C) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(iii) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 15(c)(2)(ii) of this section.

(iv) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under section 1001 of Title 18 and section 3729 of Title 31 of the U.S. Code.

(3) The Contractor or subcontractor shall make the records required under paragraph 15(c)(1) of this section available for inspection, copying, or transcription by authorized representatives of EDA or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, EDA or its designee may, after written notice to the Contractor or Owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 C.F.R. § 5.12.

(d) **Apprentices and Trainees.**

(1) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau of Apprenticeship and Training (Bureau), or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any

apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a Project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) **Trainees.** Except as provided in 29 C.F.R. § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program that has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(3) **Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity

requirements of Executive Order 11246, *Equal Employment Opportunity*, as amended, and 29 C.F.R. part 30.

(e) **Compliance with Copeland Anti-Kickback Act Requirements.** The Contractor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. § 874 and 40 U.S.C. § 3145) as supplemented by Department of Labor regulations (29 C.F.R. part 3, “Contractors and Subcontractors on Public Buildings or Public Works Financed in Whole or in Part by Loans or Grants of the United States”). The Act provides that the Contractor and any subcontractors shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which they are otherwise entitled. The Owner shall report all suspected or reported violations to EDA.

(f) **Subcontracts.** The Contractor and any subcontractors will insert in any subcontracts the clauses contained in 29 C.F.R. §§ 5.5(a)(1) through (10) and such other clauses as EDA or its designee may require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 C.F.R. § 5.5.

(g) **Contract termination; debarment.** The breach of the contract clauses in 29 C.F.R. § 5.5 may be grounds for termination of the contract, and for debarment as a Contractor and a subcontractor as provided in 29 C.F.R. § 5.12.

(h) **Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 C.F.R. parts 1, 3, and 5 are herein incorporated by reference in this contract.

(i) **Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 C.F.R. parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and EDA or its designee, the U.S. Department of Labor, or the employees or their representatives.

(j) **Certification of Eligibility.**

(1) By entering into this Contract, the Contractor certifies that neither it nor any person or firm that has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(2) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 C.F.R. § 5.12(a)(1).

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

16. **LABOR STANDARDS - CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

As used in this paragraph, the terms “laborers” and “mechanics” include watchmen and guards.

(a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work, which may require or involve the employment of laborers or mechanics, shall require or permit any such laborer or mechanic in any workweek in which that person is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(b) **Violation; liability for unpaid wages, liquidated damages.** In the event of any violation of the clause set forth in paragraph (a) of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.

(c) **Withholding for unpaid wages and liquidated damages.** EDA or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or subcontractor under any such Contract or any other federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

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

17. **EQUAL EMPLOYMENT OPPORTUNITY**

(a) The Recipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. chapter 60, which is paid for in whole or in part with funds obtained from EDA, the following equal opportunity clause:

During the performance of this contract, the Contractor agrees as follows:

Economic Development Administration
Contracting Provisions for Construction Projects

(1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers representatives of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by EDA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of

this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally-assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

(8) The Contractor will include the portion of the sentence immediately preceding paragraph 17(a)(1) and the provisions of paragraphs 17(a)(1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as EDA or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event the Contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by EDA or the Secretary of Labor, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

(9) The Recipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-assisted construction work. Provided, however, that if the Recipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government that does not participate in work on or under the Contract.

(10) The Recipient agrees that it will assist and cooperate actively with EDA and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish EDA and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist EDA in the discharge of the EDA's primary responsibility for securing compliance.

(11) The Recipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by EDA or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Recipient agrees that if it fails or refuses to comply with these undertakings, EDA may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this EDA financial assistance; refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case

to the Department of Justice for appropriate legal proceedings.

(b) Exemptions to Above Equal Opportunity Clause (41 C.F.R. chapter 60):

(1) Contracts and subcontracts not exceeding \$10,000 (other than Government bills of lading, and other than contracts and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes) are exempt. The amount of the Contract, rather than the amount of the federal financial assistance, shall govern in determining the applicability of this exemption.

(2) Except in the case of subcontractors for the performance of construction work at the site of construction, the clause shall not be required to be inserted in subcontracts below the second tier.

(3) Contracts and subcontracts not exceeding \$10,000 for standard commercial supplies or raw materials are exempt.

18. **CONTRACTING WITH SMALL, MINORITY AND WOMEN'S BUSINESSES**

(a) If the Contractor intends to let any subcontracts for a portion of the work, the Contractor shall take affirmative steps to assure that small, minority and women's businesses are used when possible as sources of supplies, equipment, construction, and services.

(b) Affirmative steps shall consist of:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

(4) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women's business enterprises;

(5) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies;

(6) Requiring each party to a subcontract to take the affirmative steps of this section; and

(7) The Contractor is encouraged to procure goods and services from labor surplus area firms.

19. **HEALTH, SAFETY, AND ACCIDENT PREVENTION**

(a) In performing this contract, the Contractor shall:

(1) Ensure that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to their health and/or safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation;

(2) Protect the lives, health, and safety of other persons;

(3) Prevent damage to property, materials, supplies, and equipment; and

(4) Avoid work interruptions.

(b) For these purposes, the Contractor shall:

(1) Comply with regulations and standards issued by the Secretary of Labor at 29 C.F.R. part 1926. Failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701 – 3708); and

(2) Include the terms of this clause in every subcontract so that such terms will be binding on each subcontractor.

(c) The Contractor shall maintain an accurate record of exposure data on all accidents incident to work performed under this Contract resulting in death, traumatic injury, occupational disease, or damage to property, materials, supplies, or equipment, and shall report this data in the manner prescribed by 29 C.F.R. part 1904.

(d) The Owner shall notify the Contractor of any noncompliance with these requirements and of the corrective action required. This notice, when delivered to the Contractor or the Contractor's representative at the site of the Work, shall be deemed sufficient notice of the noncompliance and corrective action required. After receiving the notice, the Contractor shall immediately take corrective action. If the Contractor fails or refuses to take corrective action promptly, the Owner may issue an order stopping all or part of the Work until satisfactory corrective action has been taken. The Contractor shall not base any claim or request for equitable adjustment for additional time or money on any stop order issued under these circumstances.

(e) The Contractor shall be responsible for its subcontractors' compliance with the provisions of this clause. The Contractor shall take such action with respect to any subcontract as EDA, or the Secretary of Labor shall direct as a means of enforcing such provisions.

20. **CONFLICT OF INTEREST AND OTHER PROHIBITED INTERESTS**

(a) No official of the Owner who is authorized in such capacity and on behalf of the Owner to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part hereof.

(b) No officer, employee, architect, attorney, engineer, or inspector of or for the Owner who is authorized in such capacity and on behalf of the Owner to exercise any legislative, executive, supervisory or other similar functions in connection with the construction of the Project, shall become directly or indirectly interested personally in this Contract or in any part thereof, any material supply contract, subcontract, insurance contract, or any other contract pertaining to the Project.

(c) The Contractor may not knowingly contract with a supplier or manufacturer if the individual or entity who prepared the Contract Documents has a corporate or financial affiliation with the supplier or manufacturer.

(d) The Owner's officers, employees, or agents shall not engage in the award or administration of this Contract if a conflict of interest, real or apparent, may be involved. Such a conflict may arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ, any of the above, has a financial interest in the Contractor. The Owner's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from the Contractor or subcontractors.

(e) If the Owner finds after a notice and hearing that the Contractor, or any of the Contractor's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the Owner or EDA in an attempt to secure this Contract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Contract, the Owner may, by written notice to the Contractor, terminate this Contract. The Owner may also pursue other rights and remedies that the law or this Contract provides. However, the existence of the facts on which the Owner bases such findings shall be an issue and may be reviewed in proceedings under the dispute resolution provisions of this Contract.

(f) In the event this Contract is terminated as provided in paragraph (e) of this section, the Owner may pursue the same remedies against the Contractor as it could pursue in the event of a breach of this Contract by the Contractor. As a penalty, in addition to any other damages to which it may be entitled by law, the Owner may pursue exemplary damages in an amount (as determined by the Owner) which shall not be less than three nor more than ten times the costs the Contractor incurs in providing any such gratuities to any such officer or employee.

21. **RESTRICTIONS ON LOBBYING**

(a) This Contract, or subcontract is subject to 31 U.S.C. § 1352, regarding lobbying restrictions. The section is explained in the common rule, 15 C.F.R. part 28 (55 FR 6736-6748, February 26, 1990). Each bidder under this Contract or subcontract is generally prohibited from using federal funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with this EDA Award.

(b) **Contract Clause Threshold:** This Contract Clause regarding lobbying must be included in each bid for a contract or subcontract exceeding \$100,000 of federal funds at any tier under the EDA Award.

(c) **Certification and Disclosure:** Each bidder of a contract or subcontract exceeding \$100,000 of federal funds at any tier under the federal Award must file Form CD-512, *Certification Regarding Lobbying – Lower Tier Covered Transactions*, and, if applicable, Standard Form-LLL, *Disclosure of Lobbying Activities*, regarding the use of any nonfederal funds for lobbying. Certifications shall be retained by the Contractor or subcontractor at the next higher tier. All disclosure forms, however, shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(d) **Continuing Disclosure Requirement:** Each Contractor or subcontractor that is subject to the Certification and Disclosure provision of this Contract Clause is required to file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by such person. Disclosure forms shall be forwarded from tier to tier until received by the Recipient of the EDA Award, who shall forward all disclosure forms to EDA.

(e) **Indian Tribes, Tribal Organizations, or Other Indian Organizations:** Indian tribes, tribal organizations, or any other Indian organizations, including Alaskan Native organizations, are excluded from the above lobbying restrictions and reporting requirements, but only with respect to expenditures that are by such tribes or organizations for lobbying activities permitted by other federal law. An Indian tribe or organization that is seeking an exclusion from Certification and Disclosure requirements must provide EDA with the citation of the provision or provisions of federal law upon which it relies to conduct lobbying activities that would otherwise be subject to the prohibitions in and to the Certification and Disclosure requirements of 31 U.S.C. § 1352, preferably through an attorney's opinion. Note, also, that a non-Indian subrecipient, contractor, or subcontractor under an award to an Indian tribe, for example, is subject to the restrictions and reporting requirements.

22. **HISTORICAL AND ARCHAEOLOGICAL DATA PRESERVATION**

The Contractor agrees to facilitate the preservation and enhancement of structures and objects of historical, architectural or archaeological significance and when such items are found and/or unearthed during the course of project construction. Any excavation by the Contractor that uncovers an historical or archaeological artifact shall be immediately reported to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the State Historic

Preservation Officer (SHPO) for recovery of the items. See the National Historic Preservation Act of 1966 (54 U.S.C. § 300101 *et seq.*, formerly at 16 U.S.C. § 470 *et seq.*) and Executive Order No. 11593 of May 31, 1971.

23. **CLEAN AIR AND WATER**

Applicable to Contracts in Excess of \$150,000

(a) **Definition.** “Facility” means any building, plant, installation, structure, mine, vessel, or other floating craft, location, or site of operations, owned, leased, or supervised by the Contractor or any subcontractor, used in the performance of the Contract or any subcontract. When a location or site of operations includes more than one building, plant, installation, or structure, the entire location or site shall be deemed a facility except when the Administrator, or a designee, of the United States Environmental Protection Agency (EPA) determines that independent facilities are collocated in one geographical area.

(b) In compliance with regulations issued by the EPA, 2 C.F.R. part 1532, pursuant to the Clean Air Act, as amended (42 U.S.C. § 7401 *et seq.*); the Federal Water Pollution Control Act, as amended (33 U.S.C. § 1251 *et seq.*); and Executive Order 11738, the Contractor agrees to:

(1) Not utilize any facility in the performance of this contract or any subcontract which is listed on the Excluded Parties List System, part of the System for Award Management (SAM), pursuant to 2 C.F.R. part 1532 for the duration of time that the facility remains on the list;

(2) Promptly notify the Owner if a facility the Contractor intends to use in the performance of this contract is on the Excluded Parties List System or the Contractor knows that it has been recommended to be placed on the List;

(3) Comply with all requirements of the Clean Air Act and the Federal Water Pollution Control Act, including the requirements of section 114 of the Clean Air Act and section 308 of the Federal Water Pollution Control Act, and all applicable clean air and clean water standards; and

(4) Include or cause to be included the provisions of this clause in every subcontract and take such action as EDA may direct as a means of enforcing such provisions.

24. **USE OF LEAD-BASED PAINTS ON RESIDENTIAL STRUCTURES**

(a) If the work under this Contract involves construction or rehabilitation of residential structures over \$5,000, the Contractor shall comply with the Lead-based Paint Poisoning Prevention Act (42 U.S.C. § 4831). The Contractor shall assure that paint or other surface coatings used in a residential property does not contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight or 5,000 parts per million (ppm) by weight. For purposes of this section, “residential property” means a dwelling unit, common areas, building exterior surfaces, and any surrounding land, including outbuildings, fences and play equipment affixed to the land, belonging to an owner and available for use by residents, but not

including land used for agricultural, commercial, industrial or other non-residential purposes, and not including paint on the pavement of parking lots, garages, or roadways.

- (b) As a condition to receiving assistance under PWEDA, recipients shall assure that the restriction against the use of lead-based paint is included in all contracts and subcontracts involving the use of federal funds.

25. **ENERGY EFFICIENCY**

The Contractor shall comply with all standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201) for the State in which the Work under the Contract is performed.

26. **ENVIRONMENTAL REQUIREMENTS**

When constructing a Project involving trenching and/or other related earth excavations, the Contractor shall comply with the following environmental constraints:

- (1) **Wetlands.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert wetlands.
- (2) **Floodplains.** When disposing of excess, spoil, or other construction materials on public or private property, the Contractor shall not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency (FEMA) Floodplain Maps, or other appropriate maps, i.e., alluvial soils on Natural Resource Conservation Service (NRCS) Soil Survey Maps.
- (3) **Endangered Species.** The Contractor shall comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of the Contractor, the Contractor will immediately report this evidence to the Owner and a representative of EDA. Construction shall be temporarily halted pending the notification process and further directions issued by EDA after consultation with the U.S. Fish and Wildlife Service.

27. **DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSIONS**

As required by Executive Orders 12549 and 12689, *Debarment and Suspension*, 2 C.F.R. Part 180 and implemented by the Department of Commerce at 2 C.F.R. part 1326, for prospective participants in lower tier covered transactions (except subcontracts for goods or services under the \$25,000 small purchase threshold unless the subrecipient will have a critical influence on or substantive control over the award), the Contractor agrees that:

- (1) By entering into this Contract, the Contractor and subcontractors certify, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared
- Economic Development Administration
Contracting Provisions for Construction Projects

ineligible, or voluntarily excluded from participation in this Contract by any federal department or agency.

(2) Where the Contractor or subcontractors are unable to certify to any of the statements in this certification, the Contractor or subcontractors shall attach an explanation to this bid.

See also 2 C.F.R. part 180 and 2 C.F.R. § 200.342.

28. **EDA PROJECT SIGN**

The Contractor shall supply, erect, and maintain in good condition a Project sign according to the specifications provided by EDA. To the extent practical, the sign should be a free standing sign. Project signs shall not be located on public highway rights-of-way. Location and height of signs will be coordinated with the local agency responsible for highway or street safety in the Project area, if any possibility exists for obstructing vehicular traffic line of sight. Whenever the EDA site sign specifications conflict with State law or local ordinances, the EDA Regional Director will permit such conflicting specifications to be modified so as to comply with State law or local ordinance.

29. **BUY AMERICA**

To the greatest extent practicable, contractors are encouraged to purchase American-made equipment and products with funding provided under EDA financial assistance awards.

BIDDING DOCUMENTS

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BID FORM FOR CONSTRUCTION CONTRACT

EDGEWOOD STREET EXTENSION

PROJECT NO. STR-19003

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: The City of Marshalltown, 24 N. Center Street, Marshalltown, IA 50158.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

- A. Required Bid security;
- B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;
- C. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids; and
- D. Bidders Status Form.

ARTICLE 3—BASIS OF BID—UNIT PRICES

3.01 Unit Price Bids

- A. Bidder will perform the following Work at the indicated unit prices:

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ITEM NO.	DESCRIPTION	UNIT	SCHEDULES				APPROX. QUANTITY	UNIT PRICE	AMOUNT
			A	B	C	D			
1	CLEARING AND GRUBBING	UNIT	56.7	0.0	0.0	0.0	56.7	\$	\$
2	CLEARING AND GRUBBING	AC	3.7	0.0	0.0	3.9	7.6	\$	\$
3	TOPSOIL, ON-SITE	CY	122,782.0	0.0	0.0	0.0	122,782.0	\$	\$
4	EXCAVATION, CLASS 13	CY	200,072.0	0.0	0.0	129,443.0	329,515.0	\$	\$
5	SUBGRADE PREPARATION, 12 INCH	SY	16,140.0	0.0	0.0	0.0	16,140.0	\$	\$
6	SUBGRADE TREATMENT, FLYASH, 18 INCHES	TON	0.0	0.0	0.0	150.0	150.0	\$	\$
7	SUBGRADE TREATMENT, TRIAX GEO-GRID	SY	16,140.0	0.0	0.0	0.0	16,140.0	\$	\$
8	SUBBASE, MODIFIED, 4 INCH	SY	5,884.0	0.0	0.0	0.0	5,884.0	\$	\$
9	SUBBASE, MODIFIED, 8 INCH	SY	16,140.0	0.0	0.0	0.0	16,140.0	\$	\$
10	COMPACTION TESTING	LS	1.0	0.0	0.0	0.0	1.0	\$	\$
11	EXPLORATORY EXCAVATION	EA	10.0	0.0	0.0	0.0	10.0	\$	\$
12	TRENCH FOUNDATION	TON	50.0	0.0	0.0	0.0	50.0	\$	\$
13	REPLACEMENT OF UNSUITABLE BACKFILL MATERIAL	CY	200.0	0.0	0.0	0.0	200.0	\$	\$
14	TRENCH COMPACTION TESTING	LS	1.0	0.0	0.0	0.0	1.0	\$	\$
15	SANITARY SEWER GRAVITY MAIN, TRENCHED, PVC, 12 INCH	LF	1,888.0	0.0	0.0	0.0	1,888.0	\$	\$
16	SANITARY SEWER SERVICE STUB, PVC, 8 INCH	LF	0.0	453.0	0.0	0.0	453.0	\$	\$
17	STORM SEWER, TRENCHED, RCP, 12 INCH	LF	737.0	0.0	0.0	0.0	737.0	\$	\$
18	STORM SEWER, TRENCHED, RCP, 15 INCH	LF	1,622.0	0.0	0.0	0.0	1,622.0	\$	\$
19	STORM SEWER, TRENCHED, RCP, 18 INCH	LF	663.0	0.0	0.0	0.0	663.0	\$	\$
20	STORM SEWER, TRENCHED, ARCP, 22 INCH BY 13 INCH ARCH	LF	66.0	0.0	0.0	0.0	66.0	\$	\$
21	STORM SEWER, TRENCHED, ARCP, 28 INCH BY 18 INCH ARCH	LF	359.0	0.0	0.0	0.0	359.0	\$	\$
22	STORM SEWER, TRENCHED, ARCP, 36 INCH BY 22 INCH ARCH	LF	129.0	0.0	0.0	0.0	129.0	\$	\$
23	REMOVAL OF STORM SEWER, RCP, 12 INCH	LF	122.0	0.0	0.0	0.0	122.0	\$	\$

24	6'X3' BOX CULVERT	LF	90.0	0.0	0.0	0.0	90.0	\$	\$
25	10'X4' BOX CULVERT	LF	276.0	0.0	0.0	0.0	276.0	\$	\$
26	6'X3' BOX CULVERT END SECTION	EA	2.0	0.0	0.0	0.0	2.0	\$	\$
27	10'X4' BOX CULVERT END SECTION	EA	4.0	0.0	0.0	0.0	4.0	\$	\$
28	PIPE APRON, ARCP, 28 INCH BY 18 INCH ARCH	EA	1.0	0.0	0.0	0.0	1.0	\$	\$
29	PIPE APRON, ARCP, 36 INCH BY 22 INCH ARCH	EA	1.0	0.0	0.0	0.0	1.0	\$	\$
30	SUBDRAIN, PVC, 4 INCH	LF	3,416.0	0.0	0.0	0.0	3,416.0	\$	\$
31	SUBDRAIN CLEANOUT, PVC, 4 INCH	EA	3.0	0.0	0.0	0.0	3.0	\$	\$
32	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 4 INCH	EA	32.0	0.0	0.0	0.0	32.0	\$	\$
33	WATERMAIN, TRENCHED, PVC DR14, 8 INCH	LF	3,204.0	0.0	0.0	0.0	3,204.0	\$	\$
34	WATERMAIN, TRENCHED, DUCTILE IRON, 8 INCH	LF	0.0	0.0	136.0	0.0	136.0	\$	\$
35	WATERMAIN, TRENCHED, DUCTILE IRON, 24 INCH	LF	0.0	0.0	100.0	0.0	100.0	\$	\$
36	WATERMAIN, TRENCHLESS, 8 INCH	LF	0.0	0.0	60.0	0.0	60.0	\$	\$
37	FITTINGS BY WEIGHT, DUCTILE IRON	LB	636.0	0.0	0.0	0.0	636.0	\$	\$
38	VALVE, GATE, 8 INCH	EA	4.0	0.0	2.0	0.0	6.0	\$	\$
39	VALVE, BUTTERFLY, 24 INCH, FURNISH ONLY	EA	0.0	0.0	2.0	0.0	2.0	\$	\$
40	VALVE, BUTTERFLY, 24 INCH, INSTALLATION	EA	0.0	0.0	2.0	0.0	2.0	\$	\$
41	VALVE, INSERTION VALVE, 24 INCH	EA	0.0	0.0	2.0	0.0	2.0	\$	\$
42	TAPPING VALVE ASSEMBLY, 8 INCH	EA	2.0	0.0	0.0	0.0	2.0	\$	\$
43	FIRE HYDRANT ASSEMBLY	EA	7.0	0.0	0.0	0.0	7.0	\$	\$
44	WATERMAIN OFFSET, 8 INCH	EA	0.0	0.0	1.0	0.0	1.0	\$	\$
45	WATERMAIN OFFSET, 24 INCH	EA	0.0	0.0	1.0	0.0	1.0	\$	\$
46	FLUSHING DEVICE (BLOWOFF)	EA	0.0	0.0	1.0	0.0	1.0	\$	\$
47	SANITARY MANHOLE, SW-303, 48 INCH	EA	1.0	0.0	0.0	0.0	1.0	\$	\$
48	SANITARY MANHOLE, SW-301, 48 INCH	EA	7.0	0.0	0.0	0.0	7.0	\$	\$

49	STORM MANHOLE, SW-401, 60 INCH	EA	1.0	0.0	0.0	0.0	1.0	\$	\$
50	INTAKE, SW-507	EA	28.0	0.0	0.0	0.0	28.0	\$	\$
51	INTAKE, SW-508	EA	1.0	0.0	0.0	0.0	1.0	\$	\$
52	INTAKE, SW-509	EA	4.0	0.0	0.0	0.0	4.0	\$	\$
53	INTAKE, SW-510	EA	3.0	0.0	0.0	0.0	3.0	\$	\$
54	MANHOLE ADJUSTMENT, MINOR	EA	3.0	0.0	0.0	0.0	3.0	\$	\$
55	MANHOLE ADJUSTMENT, MAJOR	EA	3.0	0.0	0.0	0.0	3.0	\$	\$
56	CONNECTION TO EXISTING MANHOLE	EA	1.0	0.0	0.0	0.0	1.0	\$	\$
57	REMOVE INTAKE	EA	5.0	0.0	0.0	0.0	5.0	\$	\$
58	PAVEMENT, PCC, 8 INCH	SY	14,606.0	0.0	0.0	0.0	14,606.0	\$	\$
59	PCC PAVEMENT SAMPLES AND TESTING	LS	1.0	0.0	0.0	0.0	1.0	\$	\$
60	TEMPORARY PAVEMENT, 5" PCC OR 4" HMA	SY	1,136.0	0.0	0.0	0.0	1,136.0	\$	\$
61	REMOVAL OF GRAVEL DRIVEWAY	SY	266.0	0.0	0.0	0.0	266.0	\$	\$
62	REMOVAL OF CURB	LF	168.0	0.0	0.0	0.0	168.0	\$	\$
63	SHARED USE PATH, PCC, 5 INCH	SY	3,178.0	0.0	0.0	0.0	3,178.0	\$	\$
64	SIDEWALK, PCC, 5 INCH	SY	1,834.0	0.0	0.0	0.0	1,834.0	\$	\$
65	SIDEWALK, PCC, 6 INCH	SY	184.0	0.0	0.0	0.0	184.0	\$	\$
66	DETECTABLE WARNING	SF	189.0	0.0	0.0	0.0	189.0	\$	\$
67	DRIVEWAY, PAVED, PCC, 6 INCH	SY	0.0	52.0	0.0	0.0	52.0	\$	\$
68	PAVEMENT REMOVAL	SY	864.0	0.0	0.0	0.0	864.0	\$	\$
69	PAINTED PAVEMENT MARKINGS, SOLVENT/WATERBORNE	STA	142.3	0.0	0.0	0.0	142.3	\$	\$
70	PAINTED SYMBOLS AND LEGENDS	EA	8.0	0.0	0.0	0.0	8.0	\$	\$
71	TYPE A SIGN, SHEET ALUMINUM	SF	46.5	0.0	0.0	0.0	46.5	\$	\$
72	SIGN REMOVAL	EA	2.0	0.0	0.0	0.0	2.0	\$	\$
73	TEMPORARY TRAFFIC CONTROL	LS	1.0	0.0	0.0	0.0	1.0	\$	\$
74	HYDRAULIC SEEDING, SEEDING, FERTILIZING, AND MULCHING	AC	54.0	0.0	0.0	1.0	55.0	\$	\$
75	SWPPP PREPARATION	LS	1.0	0.0	0.0	0.0	1.0	\$	\$

76	SWPPP MANAGEMENT	LS	1.0	0.0	0.0	0.0	1.0	\$	\$
77	TEMPORARY RECP, TYPE 2.C	SY	22,235.0	0.0	0.0	5,562.0	27,797.0	\$	\$
78	RIP RAP, TYPE E	TON	60.0	0.0	0.0	0.0	60.0	\$	\$
79	SILT FENCE OR SILT FENCE DITCH CHECK	LF	11,569.0	0.0	0.0	1,721.0	13,290.0	\$	\$
80	STABILIZED CONSTRUCTION ENTRANCE	SY	244.0	0.0	0.0	0.0	244.0	\$	\$
81	EROSION CONTROL MULCHING, CONVENTIONAL	AC	54.0	0.0	0.0	1.0	55.0	\$	\$
82	INLET PROTECTION DEVICE, DROP-IN	EA	36.0	0.0	0.0	0.0	36.0	\$	\$
83	INLET PROTECTION DEVICE, SURFACE APPLIED	EA	36.0	0.0	0.0	0.0	36.0	\$	\$
84	REMOVAL OF FENCE	LF	490.0	0.0	0.0	1,060.0	1,550.0	\$	\$
85	SAFETY RAIL	LF	48.0	0.0	0.0	0.0	48.0	\$	\$
86	CONSTRUCTION SURVEY	LS	1.0	0.0	0.0	0.0	1.0	\$	\$
87	MONUMENT PRESERVATION AND REPLACEMENT	LS	1.0	0.0	0.0	0.0	1.0	\$	\$
88	MOBILIZATION	LS	0.80	0.03	0.04	0.13	1.0	\$	\$
89	CONCRETE WASHOUT	LS	1.0	0.0	0.0	0.0	1.0	\$	\$
90	DRAINAGE WELL	EA	8.0	0.0	0.0	0.0	8.0	\$	\$
91	WOODCHIP/COMPOST DEBRIS REMOVAL	CY	0.0	0.0	0.0	600.0	600.0	\$	\$
92	EDA SITE SIGN	LS	1.0	0.0	0.0	0.0	1.0	\$	\$
41	VALVE, INSERTION VALVE, 24 INCH	EA	0.0	0.0	2.0	0.0	2.0	\$	\$
TOTAL AMOUNT BID:								\$	

3.02 Bidder acknowledges that:

- A. each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- B. estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents

ARTICLE 4—TIME OF COMPLETION

4.01 Bidder agrees that the Work will be substantially complete on or before September 15, 2023, and will be completed and ready for final payment(s) on or before October 27, 2023.

ARTICLE 5—LIQUIDATED DAMAGES

5.01 Substantial Completion: Contractor shall pay Owner \$2,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.

5.02 Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$2,000 for each day that expires after such time until the Work is completed and ready for final payment.

5.03 Milestones: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.

5.04 Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.

5.05 If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 6—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

6.01 Bid Acceptance Period

- A. This Bid will remain subject to acceptance for 30 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

6.02 Instructions to Bidders

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

6.03 Receipt of Addenda

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 7—BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

*(typed or printed)**If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.*

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if

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BID BOND (PENAL SUM FORM)

Bidder Name: [Full formal name of Bidder] Address (<i>principal place of business</i>): [Address of Bidder's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Address (<i>principal place of business</i>): 24 N. Center Street Marshalltown, IA 50158	Bid Project (<i>name and location</i>): City of Marshalltown Edgewood Extension Project Bid Due Date: 5/3/2022
Bond Penal Sum: [Amount] Date of Bond: [Date]	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
By: _____ (<i>Full formal name of Bidder</i>)	By: _____ (<i>Full formal name of Surety</i>) (<i>corporate seal</i>)
Name _____ (<i>Signature</i>)	Name _____ (<i>Signature</i>) (<i>Attach Power of</i>
Title: _____ (<i>Printed or typed</i>)	Title: _____ (<i>Printed or typed</i>)
Attest _____ .	Attest _____ .
Name _____ (<i>Signature</i>)	Name _____ (<i>Signature</i>)
Title: _____ (<i>Printed or typed</i>)	Title: _____ (<i>Printed or typed</i>)
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

BIDDER STATUS FORM

To be completed by all bidders

Part A

Please answer "Yes" or "No" for each of the following:

☐ Yes ☐ No My company is authorized to transact business in Iowa.

(To help you determine if your company is authorized, please review the worksheet on the next page).

☐ Yes ☐ No My company has an office to transact business in Iowa.

☐ Yes ☐ No My company's office in Iowa is suitable for more than receiving mail, telephone calls, and e-mail.

☐ Yes ☐ No My company has been conducting business in Iowa for at least 3 years prior to the first request for bids on this project.

☐ Yes ☐ No My company is not a subsidiary of another business entity or my company is a subsidiary of another business entity that would qualify as a resident bidder in Iowa.

If you answered "Yes" for each question above, your company qualifies as a resident bidder. Please complete Parts B and D of this form.

If you answered "No" to one or more questions above, your company is a nonresident bidder. Please complete Parts C and D of this form.

To be completed by resident bidders

Part B

My company has maintained offices in Iowa during the past 3 years at the following addresses:

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

City, State, Zip: _____

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

City, State, Zip: _____

Dates: _____/_____/_____ to _____/_____/_____ Address: _____

You may attach additional sheet(s) if needed. City, State, Zip: _____

To be completed by non-resident bidders

Part C

1. Name of home state or foreign country reported to the Iowa Secretary of State:

2. Does your company's home state or foreign country offer preferences to resident bidders, resident labor force preferences or any other type of preference to bidders or laborers? ☐ Yes ☐ No

3. If you answered "Yes" to question 2, identify each preference offered by your company's home state or foreign country and the appropriate legal citation.

_____ *You may attach additional sheet(s) if needed.*

To be completed by all bidders

Part D

I certify that the statements made on this document are true and complete to the best of my knowledge and I know that my failure to provide accurate and truthful information may be a reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

You must submit the completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156. This form has been approved by the Iowa Labor Commissioner.

Worksheet: Authorization to Transact Business

This worksheet may be used to help complete Part A of the Resident Bidder Status form. If at least one of the following describes your business, you are authorized to transact business in Iowa.

- ☐ Yes ☐ No My business is currently registered as a contractor with the Iowa Division of Labor.
- ☐ Yes ☐ No My business is a sole proprietorship and I am an Iowa resident for Iowa income tax purposes.
- ☐ Yes ☐ No My business is a general partnership or joint venture. More than 50 percent of the general partners or joint venture parties are residents of Iowa for Iowa income tax purposes.
- ☐ Yes ☐ No My business is an active corporation with the Iowa Secretary of State and has paid all fees required by the Secretary of State, has filed its most recent biennial report, and has not filed articles of dissolution.
- ☐ Yes ☐ No My business is a corporation whose articles of incorporation are filed in a state other than Iowa, the corporation has received a certificate of authority from the Iowa secretary of state, has filed its most recent biennial report with the secretary of state, and has neither received a certificate of withdrawal from the secretary of state nor had its authority revoked.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in this state and the statement has not been canceled.
- ☐ Yes ☐ No My business is a limited liability partnership which has filed a statement of qualification in a state other than Iowa, has filed a statement of foreign qualification in Iowa and a statement of cancellation has not been filed.
- ☐ Yes ☐ No My business is a limited partnership or limited liability limited partnership which has filed a certificate of limited partnership in this state, and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited partnership or a limited liability limited partnership whose certificate of limited partnership is filed in a state other than Iowa, the limited partnership or limited liability limited partnership has received notification from the Iowa secretary of state that the application for certificate of authority has been approved and no notice of cancellation has been filed by the limited partnership or the limited liability limited partnership.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in Iowa and has not filed a statement of termination.
- ☐ Yes ☐ No My business is a limited liability company whose certificate of organization is filed in a state other than Iowa, has received a certificate of authority to transact business in Iowa and the certificate has not been revoked or canceled.

CONTRACT PROVISION

Targeted Small Business (TSB) Affirmative Action Responsibilities on Non-Federal-aid Projects (Third-party State-Assisted Projects)

1. TSB DEFINITION

A TSB is a small business, as defined by Iowa Code Section 15.102(10), which is 51% or more owned, operated and actively managed by one or more women, minority persons, service-disabled veterans or persons with a disability provided the business meets all of the following requirements: is located in this state, is operated for profit and has an annual gross income of less than 4 million dollars computed as an average of the three preceding fiscal years.

2. TSB REQUIREMENTS

In all State-assisted projects made available through the Iowa Department of Transportation, local governments have certain affirmative action requirements to encourage and increase participation of disadvantaged individuals in business enterprises. These requirements are based on Iowa Code Section 19B.7. These requirements supersede all existing TSB regulations, orders, circulars and administrative requirements.

3. TSB DIRECTORY INFORMATION

Available from: Iowa Economic Development Authority
Targeted Small Business Certification Program
1963 Bell Avenue, Suite 200
Des Moines, IA 50315
Phone: (515-348-6159)
Website: <https://iowaeconomicdevelopment.com/tsb>

4. THE CONTRACTOR'S TSB POLICY

The contractor is expected to promote participation of disadvantaged business enterprises as suppliers, manufacturers and subcontractors through a continuous, positive, result-oriented program. Therefore, the contractor's TSB policy shall be:

It is the policy of this firm that Targeted Small Business (TSB) concerns shall have the maximum practical opportunity to participate in contracts funded with State-assisted funds which are administered by this firm (e.g. suppliers, manufacturers and subcontractors). The purpose of our policy is to encourage and increase the TSB participation in contracting opportunities made available by State-assisted programs.

5. CONTRACTORS SHALL APPOINT AN EQUAL EMPLOYMENT OPPORTUNITY (EEO) OFFICER

The contractor shall designate a responsible person to serve as TSB officer to fulfill the contractors affirmative action responsibilities. This person shall have the necessary statistics, funding, authority and responsibility to carry out and enforce the firm's EEO policy. The EEO officer shall be responsible for developing, managing and implementing the program on a day-to-day basis. The officer shall also:

- A. For current TSB information, contact the Iowa Economic Development Authority (515-348-6159) to identify potential material suppliers, manufacturers and contractors.

TSB Affirmative Action Responsibilities

- B. Make every reasonable effort to involve TSBs by soliciting quotations from them and incorporating them into the firm's bid.
- C. Make every reasonable effort to establish systematic written and verbal contact with those TSBs having the materials or expertise to perform the work to be subcontracted, at least two weeks prior to the time quotations are submitted. Maintain complete records of negotiations efforts.
- D. Provide or arrange for assistance to TSBs in seeking bonding, analyzing plans/specifications or other actions that can be viewed as technical assistance.
- E. Ensure the scheduled progress payments are made to TSBs as agreed in subcontract agreements.
- F. Require all subcontractors and material suppliers to comply with all contract equal opportunity and affirmative action provisions.

6. COUNTING TSBs PARTICIPATION ON A PROJECT

TSBs are to assume actual and contractual responsibilities for provision of materials/supplies, subcontracted work or other commercially useful function.

A. The bidder may count:

- 1) Planned expenditures for materials/supplies to be obtained from TSB suppliers and manufacturers; or
- 2) Work to be subcontracted to a TSB; or
- 3) Any other commercially useful function.

B. The contractor may count:

- 1) 100% of an expenditure to a TSB manufacturer that produces/supplies goods manufactured from raw materials.
- 2) 60% of an expenditure to TSB suppliers that are not manufacturers; provided the suppliers perform a commercially useful function in the supply process.
- 3) Only those expenditures to TSBs that perform a commercially useful function in the work of a contract, including those as a subcontractor.
- 4) Work the Contracting Authority has determined that it involves a commercially useful function. The TSB must have a necessary and useful role in the transaction of a kind for which there is a market outside the context of the TSB program. For example, leasing equipment or purchasing materials from prime contractor would not count.

7. REQUIRED DATA, DOCUMENTS AND CONTRACT AWARD PROCEDURES FROM BIDDERS/CONTRACTORS FOR PROJECTS WITH ASSIGNED GOALS

A. Bidders

Bidders who fail to demonstrate reasonable positive efforts may be declared ineligible to be awarded the contract. Bidders shall complete the bidding documents plus a separate form called "TSB Pre-Bid Contact Information". This form includes:

TSB Affirmative Action Responsibilities

- 1) Name(s) of the TSB(s) contacted regarding subcontractable items.
- 2) Date of the contract.
- 3) Whether or not a TSB bid/quotation was received.
- 4) Whether or not the TSB's bid/quotation was used.
- 5) The dollar amount proposed to be subcontracted.

B. Contractors Using Quotes From TSBs

Use those TSBs whose quotes are listed in the "Quotation Used in Bid" column along with a "yes" indicated on the Pre- BID Contract Information Form.

C. Contractors NOT Using Quotes From TSBs

If there are no TSBs listed on the Pre-bid Contact Information Form, then the contractor shall document all efforts made to include TSB participation in this project by documenting the following:

- 1) What pre-solicitation or pre-bid meetings scheduled by the contracting authority were attended?
- 2) Which general news circulation, trade associations and/or minority-focused media were advertised concerning the subcontracting opportunities?
- 3) Were written notices sent to TSBs that TSBs were being solicited and was sufficient time allowed for the TSBs to participate effectively?
- 4) Were initial solicitations of interested TSBs followed up?
- 5) Were TSBs provided with adequate information about the plans, specifications and requirements of the contract?
- 6) Were interested TSBs negotiated with in good faith? If a TSB was rejected as unqualified, was the decision based on an investigation of their capabilities?
- 7) Were interested TSBs assisted in obtaining bonding, lines of credit or insurance required by the contractor?
- 8) Were services used of minority community organization, minority contractors' groups; local State and Federal minority business assistance offices or any other organization providing such assistance.

The above documentation shall remain in the contractor's files for a period of three (3) years after the completion of the project and be available for examination by the Iowa Economic Development Authority.

8. POSITIVE EFFORT DOCUMENTATION WHEN NO GOALS ARE ASSIGNED

Contractors are also required to make positive efforts in utilizing TSBs on all State-assisted projects which are not assigned goals. Form 730007, "TSB Pre-bid Contact Information" is required to be submitted with bids on all projects. If there is no TSB participation, then the contractor shall comply with section 7C of this document prior to the contract award. Form 730007 can be found here:

<https://forms.iowadot.gov/FormsMgt/External/730007.doc>

Contractor _____

Page# _____

Project# _____

County _____

City _____

TARGETED SMALL BUSINESS (TSB)

PRE-BID CONTACT INFORMATION

(To Be Completed By All Bidders Per The Current Contract Provision)

In order for your bid to be considered responsive, you are required to provide information on this form showing your Targeted Small Business contacts made with your bid submission. This information is subject to verification and confirmation.

In the event it is determined that the Targeted Small Business goals are not met, then before awarding the contract, the Contracting Authority will make a determination as to whether or not the apparent successful low bidder made good faith efforts to meet the goals.

NOTE: Every effort shall be made to solicit quotes or bids on as many subcontractable items as necessary to achieve the established goals. If a TSB's quote is used in the bid, it is assumed that the firm listed will be used as a subcontractor.

TABLE OF INFORMATION SHOWING BIDDERS PRE-BID
TARGETED SMALL BUSINESS (TSB) CONTACTS

SUBCONTRACTOR	TSB	DATES CONTACTED	QUOTES RECEIVED		QUOTATION USED IN BID	
			YES/ NO	DATES CONTACTED	YES/ NO	DOLLAR AMT. PROPOSED TO BE SUBCONTRACTED

Total dollar amount proposed to be subcontracted to TSB on this project \$ _____

List items by name to be subcontracted:

CONTRACT DOCUMENTS

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NOTICE OF AWARD

Date of Issuance:

Owner: City of Marshalltown

Engineer: Bolton & Menk

Project: Edgewood Street Extension

Bidder:

Bidder's Address:

Date of Issuance:

You are notified that Owner has accepted your Bid dated **5/3/2022** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Edgewood Street Extension

The Contract Price of the awarded Contract is \$[**Contract Price**]. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

5 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☐ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **5** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents.

Owner: **City of Marshalltown, Iowa**

By (*signature*):

Name (*printed*):

Joel Greer

Title:

Mayor

Copy: Engineer

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AGREEMENT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

This Agreement is by and between the City of Marshalltown ("Owner") and [name of contracting entity] ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Edgewood Roadway Extension

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Edgewood Street Extension**

ARTICLE 3 – ENGINEER

- 3.01 The Owner has retained **Bolton & Menk** ("Engineer") to act as Owner's representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.
- 3.02 The part of the Project that pertains to the Work has been designed by **Bolton & Menk**

ARTICLE 4 – CONTRACT TIMES

- 4.01 Contract Times: Dates
- A. The Work will be substantially complete on or before **September 15, 2023**, and completed and ready for final payment on or before **October 27, 2023**.
- 4.02 Milestones
- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Stage 1 completion - Maximum closure of Woodland for 60 days
 2. Stage 3 completion – Maximum work in the Marion ROW for 24 days
 3. Stage 4 completion – Maximum closure of 5th Ave for 45 days
- 4.03 Liquidated Damages
- A. Substantial Completion: Contractor shall pay Owner \$2,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
- B. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times (as duly adjusted pursuant to the Contract) for completion and readiness for final

payment, Contractor shall pay Owner \$2,000 for each day that expires after such time until the Work is completed and ready for final payment.

- C. Milestones: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.

4.04 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.01 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.
- C. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – CONTRACT DOCUMENTS

6.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Specifications as listed in the table of contents of the project manual (copy of list attached).

6. Drawings (not attached but incorporated by reference) consisting of **105** sheets with each sheet bearing the following general title: **Edgewood Extension.**
7. Addenda (numbers [number] to [number], inclusive).
8. Exhibits to this Agreement (enumerated as follows):
9. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond.
- B. The Contract Documents listed in Paragraph 6.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 6.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

6.02 General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are the SUDAS Standard Specifications, General Provisions and Covenants, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on **[indicate date on which Contract becomes effective]**
(which is the Effective Date of the Contract).

Owner:

City of Marshalltown

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

Joel Greer

(typed or printed)

Title:

Mayor

(typed or printed)

Attest:

(individual's signature)

Title:

Alicia Hunter

(typed or printed)

Address for giving notices:

24 N. Center Street

Marshalltown, Iowa

50158

Designated Representative:

Name: Heather Thomas, P.E.

(typed or printed)

Title:

Public Works Director

(typed or printed)

Address:

24 N. Center Street

Marshalltown, Iowa

50158

Phone: (641) 754-5734

Email: hthomas@marshalltown-ia.gov

(If **[Type of Entity]** is a corporation, attach evidence of authority to sign. If **[Type of Entity]** is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By:

(individual's signature)

Date:

(date signed)

Name:

(typed or printed)

Title:

(typed or printed)

(If **[Type of Entity]** is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest:

(individual's signature)

Title:

(typed or printed)

Address for giving notices:

Designated Representative:

Name:

(typed or printed)

Title:

(typed or printed)

Address:

Phone:

Email:

License No.:

(where applicable)

State:

PERFORMANCE BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Mailing address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Contract Description (<i>name and location</i>): Edgewood Street Extension City of Marshalltown Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] (<i>Date of Bond cannot be earlier than Effective Date of Contract</i>) Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ (<i>Full formal name of Contractor</i>)	_____ (<i>Full formal name of Surety</i>) (<i>corporate seal</i>)
By: _____ (<i>Signature</i>)	By: _____ (<i>Signature</i>)(<i>Attach Power of Attorney</i>)
Name: _____ (<i>Printed or typed</i>)	Name: _____ (<i>Printed or typed</i>)
Title: _____	Title: _____
Attest: _____ (<i>Signature</i>)	Attest: _____ (<i>Signature</i>)
Name: _____ (<i>Printed or typed</i>)	Name: _____ (<i>Printed or typed</i>)
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.

12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
14. Definitions
- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
- 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
- 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
- 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **“None”**

PAYMENT BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Address of Surety's principal place of business]
Owner Name: City of Marshalltown Mailing address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Contract Description (<i>name and location</i>): Edgewood Street Extension City of Marshalltown Contract Price: [Amount, from Contract] Effective Date of Contract: [Date, from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
_____ <i>(Full formal name of Contractor)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its

obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

- 16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;
- 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
- 16.1.4. A brief description of the labor, materials, or equipment furnished;
- 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
- 16.1.7. The total amount of previous payments received by the Claimant; and
- 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.

16.2.*Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.

16.3.*Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

16.4.*Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

16.5.*Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.

17.If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.

18.Modifications to this Bond are as follows: **"None"**

WARRANTY BOND

Contractor Name: [Full formal name of Contractor] Address (<i>principal place of business</i>): [Address of Contractor's principal place of business]	Surety Name: [Full formal name of Surety] Address (<i>principal place of business</i>): [Insert address of Surety's principal place of business]
Owner Name: City of Marshalltown Address (<i>principal place of business</i>): 24 North Center Street Marshalltown, IA 50158	Construction Contract Description (<i>name and location</i>): Edgewood Street Extension City of Marshalltown Contract Price: [Amount from Contract] Effective Date of Contract: [Date from Contract] Contract's Date of Substantial Completion: [Date from Contract]
Bond Bond Amount: [Amount] Date of Bond: [Date] Modifications to this Bond form: ☐ None ☒ See Paragraph 9	
Bond Period: Commencing after Substantial completion of the work under the construction contract, and continuing for four (4) years after substantial completion.	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth herein, do each cause this Warranty Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract's Correction Period Obligations. The Construction Contract is incorporated herein by reference.
2. If the Contractor performs the Correction Period Obligations, the Surety and the Contractor shall have no obligation under this Warranty Bond.
3. If Owner gives written notice to Contractor and Surety during the Bond Period of Contractor's obligation under the Correction Period Obligations, and Contractor does not fulfill such obligation, then Surety shall be responsible for fulfillment of such Correction Period Obligations. Surety shall either fulfill the Correction Period Obligations itself, through its agents or contractors, or, in the alternative, Surety may waive the right to fulfill the Correction Period Obligations itself, and reimburse the Owner for all resulting costs incurred by Owner in performing Contractor's Correction Period Obligations, including but not limited to correction, removal, replacement, and repair costs.
4. The Surety's liability is limited to the amount of this Warranty Bond. Renewal or continuation of the Warranty Bond will not modify such amount, unless expressly agreed to by Surety in writing.
5. The Surety shall have no liability under this Warranty Bond for obligations of the Contractor that are unrelated to the Construction Contract. No right of action will accrue on this Warranty Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
6. Any proceeding, legal or equitable, under this Warranty Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and must be instituted within two years after the Surety refuses or fails to perform its obligations under this Warranty Bond.
7. Written notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown in this Warranty Bond.
8. Definitions
 - 8.1. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page of this Warranty Bond, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 8.2. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
 - 8.3. *Correction Period Obligations*—The duties, responsibilities, commitments, and obligations of the Contractor with respect to correction or replacement of defective Work, as set forth in the SUDAS General Conditions, as duly modified.
 - 8.4. *Substantial Completion*—As defined in the Construction Contract.
 - 8.5. *Work*—As defined in the Construction Contract.
9. Modifications to this Bond are as follows: **100 percent** of the final contract price for the first two (2) years and **25 percent** of the final Contract Price for the last two (2) years. The warranty bond period will extend to a date **four (4) years** after Substantial Completion of the Work.

NOTICE TO PROCEED

Owner:	City of Marshalltown	Owner's Project No.:	STR-19003
Engineer:	Greg Broussard	Engineer's Project No.:	A13.119531
Contractor:		Contractor's Project No.:	
Project:	Edgewood Extension		
Effective Date of Contract:			

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on **[date Contract Times are to start]** pursuant to Section 1080,1.02 of the General Conditions.

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work will be done at the Site prior to such date.

In accordance with the Agreement:

The date by which Substantial Completion must be achieved is **September 15, 2023**, and the date by which readiness for final payment must be achieved is **October 27, 2023**

Before starting any Work at the Site, Contractor must comply with the following:

Provide copies of all shipping invoices for all materials for stage 1 prior to closing Woodland St.

Owner:	City of Marshalltown
By (<i>signature</i>):	
Name (<i>printed</i>):	
Title:	
Date Issued:	
Copy: Engineer	

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CONTRACT CONDITIONS

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MARSHALLTOWN SUPPLEMENTARY SPECIFICATIONS TO AMEND THE IOWA STATEWIDE URBAN DESIGN AND SPECIFICATIONS (SUDAS)

These Supplementary Specifications amend or supplement the Statewide Urban Design and Standards (SUDAS) and other provisions of the Contract Documents. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Specifications will have the meanings indicated in SUDAS. The Supplementary Specifications are provided in the same order and format as the SUDAS documents.

The following documents replace the City of Marshalltown's:

Standard Specifications for Sanitary Sewer Construction

Standard Specifications for Sidewalk and Driveway Construction

Standard Specifications for Storm Sewer Construction

Standard Specifications for Street and Roadway Construction

**Standard Specifications for Street Excavation and Pavement
Restoration Construction**

Standard Specifications for Subdivision Development

	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa. Signature: <u>Jay C. Koch</u> Date: <u>03/03/2021</u> License number <u>P25428</u> Printed or typed name: <u>Jay C. Koch, P.E.</u> My license renewal date is <u>12/31/2022</u> Pages or sheets covered by this seal: <u>All</u>
---	--

**PREPARED BY:
PUBLIC WORKS/ENGINEERING DEPARTMENT
CITY OF MARSHALLTOWN
24 N. CENTER STREET
MARSHALLTOWN, IOWA 50158**

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SUPPLEMENTAL SPECIFICATIONS.

These Supplementary Conditions amend or supplement the General Supplemental Specifications approved by the Board of Directors for the Iowa SUDAS Corporation subsequent to publication of the latest edition of the SUDAS Standard Specifications. They involve changes in the SUDAS Standard Specifications and apply only when specified in the contract documents. The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

Specifications adopted by a Jurisdiction that involve changes to the SUDAS Standard Specifications are as follow:

Section 1040 – Scope of Work

1.06 INCREASE OR DECREASE OF WORK

Add the following new paragraphs immediately after Paragraph C:

D. Adjustments in Unit Price

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to five (5) percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than 25 percent from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

Section 1070 – Legal Relations and Responsibility to the Public

3.01 PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

Add the following subparagraphs to Paragraph C:

1. After Substantial Completion, Contractor shall furnish a warranty bond issued in the form of EJCDC® C-612, Warranty Bond (2018). The warranty bond must be in a bond amount of **100 percent** of the final contract price for the first two (2) years and **25 percent** of the final Contract Price for the last two

(2) years. The warranty bond period will extend to a date **four (4) years** after Substantial Completion of the Work.

3. The warranty bond must be issued by the same surety that issues the performance bond required under Paragraph 3.01 of the General Conditions.

Section 1080 – Prosecution and Progress

1.07 WORK ON SUNDAYS OR LEGAL HOLIDAYS

Add the following new subparagraphs immediately after Paragraph A:

1. No Work shall be done between 6:00pm and 7:00am without permission of Owner. However, emergency work may be done without prior permission.
2. Night Work may be undertaken as a regular procedure with the permission of Owner; such permission, however, may be revoked at any time by Owner if Contractor fails to maintain adequate equipment and supervision for the proper prosecution and control of the Work at night.
3. Owner's legal holidays are: New Year's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

1.09 EXTENSION OF TIME

Amend Paragraph 1.09.B.1 by adding the following subparagraphs:

- a. If "abnormal weather conditions" as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
- b. The existence of abnormal weather conditions will be determined on a month-by-month basis in accordance with the following:
 - 1) Every workday on which one or more of the following conditions exist will be considered a "bad weather day":
 - i) Total precipitation (as rain equivalent) occurring between 7:00 p.m. on the preceding day (regardless of whether such preceding day is a workday) through 7:00 p.m. on the workday in question equals or exceeds 1.67 inches of precipitation (as rain equivalent, based on the snow/rain conversion indicated in the table entitled Foreseeable Bad Weather Days; such table is hereby incorporated in this SC-4.05.C by reference.
 - ii) Ambient outdoor air temperature at 11:00 a.m. is equal to or less than the following low temperature threshold: 35 degrees Fahrenheit; or, at 3:00 p.m. the ambient outdoor temperature is

equal to or greater than the following high temperature threshold:
85 degrees Fahrenheit.

- 2) Determination of actual bad weather days during performance of the Work will be based on the weather records measured and recorded by National Weather Service weather monitoring station at Marshalltown, Marshalltown Municipal Airport (KMIW).
- 3) Contractor shall anticipate the number of foreseeable bad weather days per month indicated in the table in Exhibit B—Foreseeable Bad Weather Days.
- 4) In each month, every bad weather day exceeding the number of foreseeable bad weather days established in the table in Exhibit A—Foreseeable Bad Weather Days will be considered as “abnormal weather conditions.” The existence of abnormal weather conditions will not relieve Contractor of the obligation to demonstrate and document that delays caused by abnormal weather are specific to the planned work activities or that such activities thus delayed were on Contractor’s then-current Progress Schedule’s critical path for the Project.

EXHIBIT A— FORESEEABLE BAD WEATHER DAYS

Month	Number of Foreseeable Bad Weather Days in Month Based on Precipitation as Rain Equivalent (inches) $\geq 1.67''$	Ambient Outdoor Air Temperature (degrees F)	
		Number of Foreseeable Bad Weather Days in Month Based on Low Temperature (at 11:00 a.m.) $\leq 35^{\circ}\text{F}$	Number of Foreseeable Bad Weather Days in Month Based on High Temperature (at 3:00 p.m.) $\geq 85^{\circ}\text{F}$
January	0	31	0
February	0	29	0
March	7	31	0
April	12	12	0
May	20	0	0
June	22	0	0
July	22	0	0
August	20	0	0
September	17	0	0
October	13	6	0
November	8	30	0
December	0	31	0
Notes:			
1. Two inches of sleet equal one inch of rain. Five inches of wet, heavy snow equal one inch of rain. Fifteen inches of “dry” powder snow equals one inch of rain.			

Section 1090 - Measurement and Payment

1.05 PROGRESS PAYMENTS

Add the following new Paragraph D:

- D. Contractor's Application for Progress Payment shall be prepared on the EJCDC C-620 form provided in the Contract Documents.

SUPPLEMENTAL DIVISION 2 - EARTHWORK

DIVISION 2010 – EARTHWORK, SUBGRADE, AND SUBBASE SPECIAL PROVISIONS

PART 1 - GENERAL

1.08 MEASUREMENT AND PAYMENT

I. Subbase:

1. Measurement: The area of the proposed pavement under which subbase is provided, ~~plus 2 feet on each side~~, will be measured in square yards or in tons.
2. Payment: Payment will be at the unit price per square yard or per 0.1 tons.
3. Includes: Work includes, but is not limited to, furnishing, placing, compacting, and trimming to the proper grade.

PART 2 - MATERIALS

2.04 FOUNDATION MATERIALS

5. Geogrid:

- a. ~~(DELETE) Rectangular or Square:~~ Use an integrally formed grid structure manufactured of a stress-resistant polypropylene material. Use Type 1 geogrid, unless Type 2 is specified. Meet the following minimum physical properties:

Table 2010.02: Geogrid (Rectangular or Square)

Property	Test Method	Units	Type 1 ¹	Type 2
Aperture stability modulus at 20 kg-cm	Kinney²-01	kg-cm/deg	3.2	6.5
Minimum true initial modulus in use				
Machine direction (MD)	ASTM D 6637	lb/ft	15,080	32,890
Cross Machine direction (CMD)			20,560	44,725
Tensile strength, 2% strain				
MD	ASTM D 6637	lb/ft	270	410
CMD			380	590
Junction efficiency	GRI-GG2-87	%	93	93
Flexural rigidity	ASTM D 1388	mg-cm	250,000	750,000
Aperture size				
Minimum	N/A	in.	0.5	0.5
Maximum			2.0	2.0

¹ Geogrids meeting the requirements of Iowa DOT Article 4196.01, B and Materials I.M. 496.01 will be acceptable.

² ~~Dr. Thomas C. Kinney, P.E. and US Army Corps of Engineers.~~

- c. (ADD) Triangular geogrid shall be required on all streets and roadways.
Geogrid shall be TriAx® TX160 Geogrid or approved equal.

PART 3 – EXECUTION

NO REVISIONS

SUPPLEMENTAL DIVISION 3 - TRENCH AND TRENCHLESS CONSTRUCTION

SECTION 3010 - TRENCH EXCAVATION AND BACKFILL

PART 1 - GENERAL

NO REVISIONS

PART 2 – PRODUCTS

NO REVISIONS

PART 3 – EXECUTION

3.06 (REVISE) PIPE BEDDING AND BACKFILL SEE DIVISION 4

SECTION 3020 - TRENCHLESS CONSTRUCTION (BORING, JACKING, AND TUNNELING)

PART 1 - GENERAL

NO REVISIONS

PART 2 – PRODUCTS

2.01 CARRIER PIPE

A. Carrier Pipe Installed within Casing Pipe:

- 1. Sanitary Sewer Gravity Main: (DELETE) Comply with Section 4010, 2.01.**
 - a. (ADD) All gravity piping installed in an encasement pipe or installed by boring shall be restrained joint pipe.
 - b. (ADD) Pipe and couplings shall be made from unplasticized PVC compounds meeting ASTM D2241 and have a minimum cell classification of 12454, as defined in ASTM D1784. Pipe joints shall meet the standards of ASTM D3212 and have elastomeric gaskets conforming to ASTM F477.
 - c. (ADD) Nominal outside diameters and wall thicknesses of thrust-restrained pipe shall conform to the requirements of ASTM D2241, SDR 21 pipe. Pipe shall be furnished in standard lengths of 10 or 20 feet. All pipe shall be marked with the following: Nominal pipe size, material code designation, DR, pressure rating, manufacturer's name or trademark, NSF seal and ASTM numbers.
 - d. (ADD) Pipe shall be joined:
 - 1) (ADD) Using non-metallic couplings to form an integral system for maximum reliability and interchangeability. High-strength, flexible

thermoplastic splines shall be inserted into mating, precision machined grooves in the pipe and coupling to provide full 360° restraint with evenly distributed loading.

- 2) (ADD) Push-Together restraint system with internal steel locking ring providing uniform circumferential contact.
- e. (ADD) Pre-Approved piping includes Certa-Flo® PVC Gravity Sewer Pipe with Certa-Lok® Restrained Joints, and Integral Bell; or Engineer approved equal.

2. Sanitary Sewer Force Main:

- b. Restrained Joint PVC Pipe: (DELETE) ~~Comply with Section 4010, 2.02.~~
 - 1) (ADD) All pressure piping installed in encasement pipe or installed by boring shall be restrained joint pipe.
 - 2) (ADD) Pipe and couplings shall be made from unplasticized PVC compounds having a minimum cell classification of 12454-B, as defined in ASTM D1784. The compound shall qualify for a Hydrostatic Design Basis (HDB) of 4000 psi for water at 73.4°F, in accordance with the requirements of ASTM D2837.
 - 3) (ADD) Nominal outside diameters and wall thicknesses of thrust-restrained pipe shall conform to the requirements of AWWA C900, DR18 pipe. Pipe shall be furnished in standard lengths of 20 feet. All pipe shall be marked with the following: Nominal pipe size, material code designation, DR, pressure rating, manufacturer's name or trademark, NSF seal and ASTM numbers.
 - 4) (ADD) Pipe shall be joined:
 - a) (ADD) Using non-metallic couplings to form an integral system for maximum reliability and interchangeability. High-strength, flexible thermoplastic splines shall be inserted into mating, precision machined grooves in the pipe and coupling to provide full 360° restraint with evenly distributed loading.
 - b) (ADD) Push-Together restraint system with internal steel locking ring providing uniform circumferential contact.
 - 7) (ADD) Couplings shall be designed for use at or above the rated pressures of the pipe with which they are utilized and shall incorporate twin elastomeric sealing gaskets meeting the requirements of ASTM F477. Joints shall be designed to meet the leakage test requirements of ASTM D3139.
 - 8) (ADD) Pre-Approved restrained joint piping is: Certa-Lok C900/RJ, C905/RJ piping; Diamond Lok-21; Eagle Loc900; or Engineer approved equal.

5. (DELETE) Water Main:

- a. ~~(DELETE) Restrained Joint Ductile Iron Pipe: Comply with Section 5010, 2.01.~~
- b. ~~(DELETE) Restrained Joint PVC Pipe: Comply with Section 5010, 2.01.~~

B. Carrier Pipe Installed without a Casing Pipe:

- 1. Sanitary Sewer Gravity Main:
 - b. ~~(DELETE) Vitrified Clay Pipe: Comply with Section 4010, 2.01.~~
 - d. Restrained Joint PVC Pipe: Comply with ~~(DELETE) Section 4010, 2.02~~ (ADD) 2.01.
- 2. Sanitary Sewer Force Main:
 - b. Restrained Joint PVC Pipe: Comply with ~~(DELETE) Section 4010, 2.02~~ (ADD) 2.01.
- 4. ~~(DELETE) Water Main:~~
 - a. ~~(DELETE) Restrained Joint Ductile Iron Pipe: Comply with Section 5010, 2.01.~~
 - b. ~~(DELETE) Restrained Joint PVC Pipe: Comply with Section 5010, 2.01.~~

2.02 CASING PIPE

D. (ADD) PVC Encasement Pipe:

- 1. (ADD) Meet the requirements of 2.02 for force main C900, DR 18 rated pipe.
- 2. (ADD) PVC encasement pipe shall be furnished with gasket joints conforming to ASTM D3139. Rubber gaskets shall conform to the requirement of ASTM F477.
- 3. (ADD) Minimum inside diameter as specified in the contract documents. If diameter is not specified, use a minimum inside casing diameter of at least 4 inches greater than the largest outside diameter of the carrier pipe, including pipe bells.

2.03 CASING SPACERS

- C. (ADD) Casing spacers will be required on all gravity sewer piping and on force main piping where encasement piping exceeds 20 feet in length.

2.06 CASING END SEAL

- C. (ADD) Casing end seals are required on all encasement pipes.

PART 3 – EXECUTION

NO REVISIONS

SUPPLEMENTAL DIVISION 4 - SEWERS AND DRAINS

SECTION 4010 - SANITARY SEWERS

PART 1 - GENERAL

1.08 MEASUREMENT AND PAYMENT

M. (ADD) Ductile Iron Fittings and Restraining Devices:

- 1. Measurement:** Each fitting and/or restraining device installed, including gaskets and fasteners, will be counted.
- 2. Payment:** Payment will be made at the unit price for each fitting and/or restraining device installed.

1.09 (ADD) ACCEPTANCE CHECKLIST & MAINTENANCE BOND

Prior to final acceptance of the work, the contractor shall file with the City Clerk of the City of Marshalltown a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of 4 years for all improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project. The contractor shall also file with the City Engineer all other required acceptance checklist items including testing/inspection forms, lateral construction forms, as-built drawings, construction costs and engineering certificate of completion forms. The acceptance checklist and warranty bond form are provided at end of section.

PART 2 - PRODUCTS

2.01 SANITARY SEWER (Gravity Mains)

A. Solid Wall Polyvinyl Chloride Pipe (PVC) 8 inch to 15 inch:

1. Comply with ASTM D 3034, SDR 26, (DELETE) ~~unless SDR 35 is specified.~~
2. Pipe stiffness per ASTM D 2412.
 - b. (DELETE) ~~SDR 35: Minimum pipe stiffness of 46 psi.~~

C. Corrugated Polyvinyl Chloride Pipe (PVC) 8 inch to 36 inch:

5. (ADD) This pipe shall not be used without prior approval by Engineer.

D. Closed Profile Polyvinyl Chloride Pipe (PVC) 21 inch to 36 inch:

5. (ADD) This pipe shall not be used without prior approval by Engineer.

E. Polyvinyl Chloride Composite Pipe (truss type PVC) 8 inch to 15 inch:

5. (ADD) This pipe shall not be used without prior approval by Engineer.

F. Reinforced Concrete Pipe (RCP) 18 inch to 144 inch:

3. (ADD) This pipe shall not be used without prior approval by Engineer.

H. Vitrified Clay Pipe (VCP) 8 inch to 42 inch:

4. (ADD) This pipe shall not be used without prior approval by Engineer.

I. Double Walled Polypropylene Pipe 12 inch to 30 inch:

4. (ADD) This pipe shall not be used without prior approval by Engineer.

J. Triple Walled Polypropylene Pipe 30 inch to 36 inch:

4. (ADD) This pipe shall not be used without prior approval by Engineer.

2.02 SANITARY SEWER FORCE MAINS

A. Ductile Iron Pipe (DIP) 4 inch to 54 inch: Comply with the DIP requirements in Section 4010, 2.01. (DELETE) ~~If joint restraints are specified, comply with Section 5010, 2.03.~~

B. Polyvinyl Chloride Pipe (PVC): (DELETE) ~~Comply with the requirements in Section 5010, 2.01 for PVC pipe.~~ Provide restrained joints when specified.

1. (ADD) Polyvinyl chloride pipe 4-inches to 24-inches shall be C 900, DR 18 rated pipe.
2. (ADD) Polyvinyl chloride pipe 2-inches to 3-inches shall be pressure Class 200, SDR 21 rated pipe.
3. (ADD) The pipe shall be made from Type 1, Grade 1, Class 12454-B compounds conforming to ASTM D 1784 with a hydrostatic design basis (HDB) of 4,000 psi as per ASTM D 2837.
4. (ADD) All pipe shall be marked with the following: Nominal pipe size, material code designation, DR, pressure rating, manufacturer's name or trademark, NSF seal and ASTM numbers. All sanitary sewer force main pipes shall be installed with a locating tape to distinguish force main sewer from potable water.
5. (ADD) The PVC pipe shall be furnished in 20-foot laying lengths. Longer lengths will be allowed only if the Contractor certifies that he will provide equipment on the project to fully support the pipe while being transported and distributed over the project.
6. (ADD) All PVC pipe shall be furnished with gasket joints conforming to ASTM D 3139. Rubber gaskets shall conform to the requirement of ASTM F 477.
7. (ADD) The ends of the pipe to be inserted into couplings or joints shall be factory marked to allow field checking of the depth of setting of the pipe in the joint socket.

C. Sewage Air Release Valve: (ADD) See Part 2.07.

1. **(DELETE) General:** ~~Consists of an elongated tapered or conical body and a float to operate (open and close) under pressure without spillage. Provide valves suitable for pressures up to 150 psi. Use a float with a linkage connection to the seal plug assembly to prevent irregular air release and protect the connecting rod. Ensure the bottom of the valve body is sloped or funnel-shaped to encourage the accumulated sewage and solids to drain from the valve. Preserve a volume of air at all times between the liquid sewage and~~

~~the seal plug assembly. Provide a flushing port with attachments for backwashing.~~

2. **(DELETE) Materials:**

a. **(DELETE) Body and Cover:**

- 1) (DELETE) Stainless Steel: ASTM A 351.
- 2) (DELETE) Cast Iron: ASTM A 126, Grade B.
- 3) (DELETE) Ductile Iron: ASTM A 536, Grade 65-45-12. 4) Other corrosion resistant materials.

b. **(DELETE) Internal Metal Components:** Stainless steel.

c. **(DELETE) Float:** Stainless steel, ASTM A 240, Type 304 or Type 316, or foamed polypropylene.

d. **(DELETE) Seal Plug Assembly:** Stainless steel, foamed polypropylene, EPDM rubber, Nitrile (Buna-N) rubber, and reinforced nylon.

3. **(DELETE) Tapping Saddle:** Stainless steel or nylon.

4. **(DELETE) Pit:** Construct according to Figure 4010.202.

D. Tracer Wire: (DELETE) Comply with Section 5010, 2.05. (RETAIN) Tracer wire will be required on all force mains (ADD) and sewer services extending from the main to the property line.

1. (ADD) Tracer wire shall be 12-gauge solid copper or high strength stainless steel wire with a 45-mil polyethylene coating. Provide sufficient length to be continuous over each separate run of nonmetallic pipe.
2. (ADD) The splice kit shall be an inline resin splice kit with split bolt (1 kV and 5 kV) for use with single conductor and unshielded cable splices in direct bury and submersible applications.
3. (ADD) The ground rods shall be a 3/8 inch diameter, 60 inch steel rod uniformly coated with metallically bonded electrolytic copper.
4. (ADD) Wire shall be connected with a high-strength, corrosion-resistant copper alloy ground rod clamp.

E. Tracer Wire Station:

1. (DELETE) ~~Two internal terminals with shunt.~~
2. (DELETE) ~~Five to six foot plastic post (color as specified by the Jurisdiction).~~
3. (DELETE) ~~Removable top cap with lock.~~
4. (DELETE) ~~Decals indicating "Sewer Force Main" or similar language.~~
- 1 (ADD) All tracer wires are to be connected to a cast iron or ABS/PVC tamper proof tracer wire access box. The cover is to be manufactured of cast iron and ABS/PVC components produced in the USA. Cast iron collar & cover is to be manufactured in accordance with ASTM A48 Class 25. The ABS is to

be manufactured in accordance with ASTM D1788. The cover shall be lettered "Sewer" and shall have a standard AWWA size cast-in pentagonal bolt. Box will be a minimum of 3 inches in diameter.

2. (ADD) Tracer Wire Access Box shall be Valvco Pipe Tracer Wire Terminal Box or Engineer approved equal.

2.04 SANITARY SEWER SERVICE

E. Service Pipe: Use products as required by local plumbing code or regulations, if applicable. Otherwise, use the following:

1. PVC:
 - b. PVC plastic meeting ASTM D 1784, Cell Classification 12454. (ADD) (Rigid PVC or CPVC).

2.06 SANITARY SEWER CLEANOUT

A. Comply with (DELETE) ~~Figure 4010.203~~ (ADD) MP-4.

2.07 (ADD) AIR RELEASE AND COMBINATION VALVES

A. Sewage Air Release Valves:

1. Sewage Air Release Valves shall release accumulated air (gases) from the system while it is under pressure and operating. The valve's design will enable the separation of the liquid from the sealing mechanism and assures optimum working conditions.
2. The valve shall incorporate an air-gap separation between the sewage and sealing mechanism. This will be obtained by a single float. The valve will operate with working pressures of 0.2 – 10 bar. The valve shall withstand 230-psi test.
3. All internals shall be easily removed without removing the main valve from the lines.
4. The valve inlet shall be 2 inch N.P.T. All fittings to connect to force main shall be brass or stainless steel. A two (2) inch ball valve will be installed below the valve to allow for removal of valve without shutting down the system. Ball valve will be brass or stainless steel.
5. The body shall be Reinforced Nylon Composite, Cast Iron, Steel or Stainless Steel. Cast iron and steel valves shall be coated with a fusion bonded epoxy.
6. Internal metal materials shall be stainless steel. Float shall be a foamed polypropylene material.
7. The sewage air release valve shall be as manufactured by A.R.I. Flow Control Accessories Models S-025 or S-020 or Engineer approved equal.

B. Combination Valves

1. Combination Valves shall have three components:

- a. Air & vacuum component discharges large volumes of air during filling of the system.
- b. Air & vacuum component admits large volumes of air during drainage and at water column separation.
- c. The air release component releases entrapped air in pressurized systems.
2. The valve's design will enable the separation of the liquid from the sealing mechanism and assures optimum working conditions.
3. The valve shall incorporate an air-gap separation between the sewage and sealing mechanism. This will be obtained by a single float. The valve will operate with working pressures of 0.5 – 10 bar. Valves with working pressures lower than 0.5 bar and higher than 10 bar will be allowed. The valve shall withstand a minimum 215-psi test.
4. All internals shall be easily removed without removing the main valve from the lines.
5. The valve inlet shall be 2 inch N.P.T. All fittings to connect to force main shall be brass or stainless steel. A two (2) inch ball valve will be installed below the valve to allow for removal of valve without shutting down the system. Ball valve will be brass or stainless steel.
6. The body shall be Reinforced Nylon Composite, Cast Iron, Steel or Stainless Steel. Cast iron and steel valves shall be coated with a fusion bonded epoxy.
7. Internal metal materials shall be stainless steel. Float shall be a foamed polypropylene material.
8. The combination valve shall be as manufactured by A.R.I. Flow Control Models D-025, D-025L, D-26 or Engineer approved equal.
- C. Tapping Saddle:
 1. The body shall be made of high strength ductile iron per ASTM A536.
 2. The clamping band shall be a double wide band with 5/8" UNC threaded bolts of 18-8 type 304 stainless steel with stainless steel spring tension washers under the nuts.
 3. The gasket shall be EPDM rubber per ASTM-D2000.
 4. The finish on saddle body shall be fusion bonded epoxy coating approximately 12 mils thick.
 5. Pre-Approved saddles are as manufactured by: Ford Meter Box Co., style FC202; JCM Industries, Inc., Model No. 406; Mueller Company, DR 2; Style 202NS as manufactured by Romac Industries; or Engineer approved equal.
- D. Construct Air Release/Combination Valve manhole in accordance with MP-3 details.

2.08 (ADD) GRAVITY PVC PIPE FITTINGS

- A. Repair couplers, tees, wyes, and bends for Polyvinyl Chloride (PVC) gravity pipe fittings shall be manufactured from the same material as piping.
- B. Gaskets for elastomeric joints shall conform to the requirements of ASTM F477.
- C. Solvent Cement for solvent weld joints shall conform to the requirements of ASTM Specification D2564 and shall be applied in conformance with ASTM D2855. Solvent weld joints will be allowed on PVC cleanout risers only.
- D. Sewer "Wyes" for service connections on new sewer piping shall be in-line sewer wyes. Saddle wyes will not be permitted for use without permission from Engineer.
- E. Sewer "Wyes" for existing piping connections shall be: Romac "CB" Sewer Saddle by Romac Industries Inc.; Inserta-Tee by Fowler Manufacturing Co.; or Engineer approved equal.

2.09 (ADD) TRANSITION COUPLINGS (GRAVITY PIPING)

A. Gasket:

- 1. Manufactured to meet the material requirements of:
 - a. CSA B602 - mechanical couplings for drain, waste, vent pipe and sewer pipe
 - b. ASTM D5926 - Standard Specification for Poly Vinyl Chloride (PVC) Gaskets for Drain, Waste, and Vent (DWV), Sewer, Sanitary, and Storm Plumbing Systems
 - c. ASTM C1173 - Standard Specification for Flexible Transition Couplings for Underground Piping Systems

B. Clamps

- 1. Manufactured to the requirements of CSA B602
- 2. Clamp Housing 301 Stainless Steel
- 3. Clamp Band 301 Stainless Steel
- 4. Clamp Screw 305 Stainless Steel
- 5. Installation Torque 60 in-lbs

C. Shear Ring

- 1. 0.012" Thick, 300 Series Stainless Steel
- 2. Width manufactured according to coupling width (1.50", 2.13", or 4")
- 3. Length manufactured according to coupling diameter
- 4. Clamps spot welded in place

D. Coupling

- 1. Manufactured to conform to the performance requirements of:

- a. ASTM C1173 - standard specification for flexible transition couplings for underground piping systems
 - b. CSA B602 - mechanical couplings for drain, waste, vent pipe and sewer pipe
 - c. Maximum test pressure: 4.3 PSI (29.6KPA)
 - d. Maximum operating temperature: 140° F non-consistent
- E. (ADD) Pre-Approved transition couplers are Strong Back RC Series Repair Couplings manufactured by Fernco Inc. or Engineer approved equal.

2.10 (ADD) FITTINGS FOR PVC FORCE MAIN PIPE

- A. All fitting shall be same materials as pipe supplied.
- B. Repair couplers and gaskets shall be pressure rated same as piping and meet the following specifications, standards and approvals:
- 1. NSF Standards 14 & 61
 - 2. ASTM D1784 materials
 - 3. ASTM D3139 joints
 - 4. DR 18 dimensions and pressure ratings per ASTM D2241 for C900 Pipe
 - 5. SDR 21 dimensions and pressure ratings per ASTM D2241 for pressure class 200 pipe
 - 6. ASTM F477 gaskets
- C. All other fittings for use on four (4) inches and larger PVC pipe will be ductile iron fittings conforming to the requirements of paragraph 2.01 above, with the exception of transition couplers as specified in paragraph 2.11.
- D. Fittings for use on 3" or smaller PVC pipe shall be gasket PVC push-on style fittings conforming to ASTM D2241, ASTM F477, and ASTM D3139. Fittings shall be made to the same quality as the piping furnished.

2.11 (ADD) TRANSITION COUPLINGS FOR FORCE MAIN PIPING

- A. The couplings used for transitions between piping of different materials shall be a wide-range flexible coupler with a sleeve type design meeting the requirements of AWWA C219.
- 1. The coupling body shall be a center sleeve fabricated of high strength carbon steel tubing equivalent to ANSI/AWWA C200. The transition couplers will be readily available in nominal diameter ranges from 1.5 to 24 inches on all pipe classes.
 - 2. Compression End Rings: One gasket compression end ring per coupling end. End rings to be of either one or two bolt designs, fabricated of carbon steel equivalent to ASTM A576. (One bolt per end in Nominal Size ranges of 2 to 12 inches and two bolts per end on the 16 to 24-inch nominal diameter coupling.)

3. Hydraulic Wide Range Gasket: Chloramine Resistant NSF-61 approved EPDM gasket designed with a multi-layered wide range removable outer layer. Gasket hydraulically actuated with a pressure-equalizing dam, pressure cavity and sealing lip for working pressure of 260 psi (1.5 to 16 inches) and 232 psi (18 to 24-inch nominal diameter coupling).
 4. Fasteners shall be grade 304 (A2) or 316 (A4) stainless steel with yield strengths that conform to all nationally recognized standards. Bolts to be coated with an anti-seize type coating to prevent galling.
 5. The interior and exterior coatings shall NSF-61 approved fusion bonded epoxy coating conforming to AWWA C213.
 6. When properly installed the coupling will provide a minimum deflection of 8 degrees, up to 260 psi working pressure and 3/8-inch longitudinal pipe movement without leakage. (Flanged adapters will provide half the longitudinal movement and deflection.)
 7. All products will be proof tested to a minimum of 1.5 times working pressure.
- B. Flanged couplers shall consist of one compression end and gasket, coupling center sleeve, and AWWA Class "D" Flange (per AWWA C207).
- C. Pre-Approved transition couplers are: Hymax-2000 Series wide range coupling; Hymax-2100 Series wide range flanged coupling adapter; "Macro" extended range coupling by Romac Industries, Inc.; or Engineer approved equal.

2.12 (ADD) FASTENERS

All fasteners in buried locations shall be Grade 304 (A2) or Grade 316 (A4) stainless steel. Anti-Seize shall be applied to all threads prior to installation.

2.13 (ADD) LUBRICANT FOR GASKETED PIPE

Lubricant shall be an emulsified polymer-based product, specifically formulated to be water-soluble without causing turbidity. Lubricant shall not transfer taste and/or odor to new water main installations. Lubricant must not promote bacterial growth and be safe for use on all metal and plastic pipes. Lubricant shall be easily flushed from the line and be non-reactive to chlorinated water. Lubricant should work easily on both wet and dry surfaces.

2.14 (ADD) POLYETHYLENE WRAP

All ductile fittings shall be wrapped with polyethylene plastic film having a minimum thickness of 0.008 inches or with a cross woven polyethylene plastic film having a minimum thickness of 0.004 inches.

2.15 (ADD) RESTRAINING DEVICES

- A. Restraint devices for use on ductile iron and C-900 PVC "push-on" joints shall be constructed of high strength ductile iron, ASTM A536, Grade 65-45-12 and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be 304 (A2) or 316 (A4) Stainless Steel. All

devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Pre-Approved restraining devices are: Uni-Flange Block Buster Series 1390-C; Star Pipe Products Allgrip series 3600 and Pipe Restrainers Series 1200S; EBAA Iron, Inc. Mega-Lug Series 1700; or Engineer approved equal.

B. Restraint devices for use on mechanical joint to C-900 PVC, shall be constructed of high strength ductile iron, conforming to the requirements of ASTM A536, Grade 65-45-12, and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be 304 (A2) or 316 (A4) Stainless Steel. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Pre-Approved restraining devices are: Uni-Flange Series 1500; Star Pipe Products, Allgrip Series 3600; Romac Industries, Inc GripRing; Romac Industries, Inc RomaGrip; EBAA Iron, Inc. Mega-Lug Series 2000; or Engineer approved equal.

C. Restraint devices for use on mechanical joint ductile iron, shall be constructed of high strength ductile iron, conforming to the requirements of ASTM A536, Grade 65-45-12, and shall incorporate machined serrations on the inside diameter to provide positive restraint, exact fit, and support of the pipe in an even and uniform manner. Bolts and connecting hardware shall be 304 (A2) or 316 (A4) Stainless Steel. All devices shall have a safety factor of no less than 2:1 at the full rated pressure of the pipe on which it is installed. They shall be UL listed and Factory Mutual approved. Pre-Approved restraining devices are: Uni-Flange Series 1300-C; Star Pipe Products, Allgrip Series 3600; Romac Industries, Inc. GripRing; EBAA Iron, Inc. Mega-Lug Series 1100; or Engineer approved equal.

2.16 (ADD) GATE VALVES

A. Gate valves shall be resilient wedge type manufactured to meet all applicable requirements of AWWA Standard for Resilient Seated Gate Valve C509 or C515.

B. All valves shall have non rising stems, opening by turning left and provided with standard 2-inch square nut operator (hand-wheel operator in manholes) with arrow cast in metal to indicate direction of opening.

C. Cast iron wedge shall have sealing surfaces of the wedge permanently bonded with resilient material to meet ASTM tests for rubber to metal bond ASTM D429. Each valve shall have a smooth unobstructed waterway free from any sediment pockets. Stuffing boxes shall be O Ring seal type with 2 rings located in stem above thrust collar. Low friction torque reduction thrust bearings shall be located both above and below the stem collar.

D. Body and cover bolts and nuts shall be Grade 304 (A2) or 316 (A4) stainless steel. Anti-Seize shall be applied to all threads prior to installation.

E. Exterior and interior coatings in accordance with ANSI/AWWA C550 for potable water.

- F. Non rising stems shall be in full compliance with AWWA specification with cast integral stem collar and furnished of bronze conforming to ASTM B584 Alloy A. Stem nuts shall be independent of wedge and shall be made of solid bronze conforming to ASTM B62.
- G. Valves shall have hydrostatic shell test of 400 psi and shut-off test of 200 psi. At the 200-psi shut-off test, valve must be bubble tight with a zero (0) leakage allowance.
- H. Resilient wedge gate valves shall be the product of a manufacturer having a minimum of five (5) years' experience in the manufacture of water works and distribution valves.
- I. Pre-Approved resilient wedge gate valves are as manufactured by: American Darling Valve Co.; Mueller Company; Clow Valve Division; American AVK Company; or Engineer approved equal.

2.17 (ADD) VALVE BOXES

- A. Valve boxes shall be cast iron, 5 1/4" inside diameter, adjustable valve boxes of the screw type with sufficient length for the pipe bury as shown. Where the valve box is shown or required on control manholes, the length shall be sufficient to penetrate the valve marker and the Type II reinforced manhole cover. The cast iron cover of the valve box shall have an arrow indicating the direction of opening.
- B. Covers for sewer piping shall have the word "SEWER" cast on the top.
- C. Pre-Approved valve boxes and covers are as manufactured by: Tyler Pipe Utilities Division; Mueller Co.; or Engineer approved equal.
- D. Each valve box shall be furnished with valve box centering adaptor compatible with the valve boxes furnished.

PART 3 – EXECUTION

3.05 FORCE MAIN INSTALLATION

- A. General: ~~(DELETE) Install according to Section 5010.~~
 - 1. (ADD) The Contractor shall install restraining devices in accordance with the manufacturer's recommendations.
 - 2. (ADD) Restraining devices shall be installed on all mechanical joint fittings.
 - 3. (ADD) Joint restraining devices shall be installed on all joints within 30 feet of all fittings.
- B. Tracer Wire: (ADD) See 3.14 Below.
 - 1. Required for all force main installations and sanitary sewer services that extend from the main to the property line. ~~(DELETE) Comply with Section 5010.~~
 - 2. ~~(DELETE) Install tracer wire station at each end of the force main and at additional locations specified in the contract documents.~~

3. (DELETE) ~~Bury end of tracer wire station 2 feet and compact.~~

3.10 SANITARY SEWER CLEANOUT

- A. Provide cleanouts where specified in the contract documents. Comply with
(DELETE) ~~Figure 4010.203~~ (ADD) Standard Detail MP-4.

3.12 CONFLICTS

- A. Horizontal Separation of Gravity Sewers from Water Mains: Separate gravity sewer mains from water mains by a horizontal distance of at least 10 feet unless:
3. When it is impossible to obtain the required horizontal clearance of 3 feet and a vertical clearance of 18 inches between sewers and water mains, the sewers must be constructed of water main materials meeting the requirements of **(DELETE)** ~~Section 5010, 2.01~~ **(ADD)** 2.02. However, provide a linear separation of at least 2 feet.
- B. Separation of Sewer Force Mains from Water Mains: Separate sewer force mains and water mains by a horizontal distance of at least 10 feet unless:
1. The force main is constructed of water main materials meeting a minimum pressure rating of 150 psi and the requirements of (DELETE) ~~Section 5010, 2.01~~ (ADD) 2.02 and

3.14 (ADD) TRACER WIRE INSTALLATION

- A. Tracer wire shall be installed on all force main piping and sanitary sewer services in the trench at the same time as the pipe or immediately prior to starting the backfill of the trench.
- B. Install a continuous length of tracer wire for the full length of each run of nonmetallic pipe. Attach wire to top of pipe in such manner that it will not be displaced during construction operations.
- C. Splices will be allowed at pipeline intersections, manholes, bored crossings, locator boxes and at other locations as agreed upon by the Engineer. Splices in tracer wire will be made with split bolt or compression-type connectors. Wire nuts may not be used. A waterproof connection is necessary to prevent corrosion. Splices shall be completed in accordance with the manufacturer's recommendations.
- D. Install tracer wire on all sanitary sewer services from the main to the end of the service. Install ground rod at sewer wye and at service end. Connect wire to ground rods and extend wire to the ground surface and loop the wire in a tracer wire terminal box. These boxes shall be located at the connection to sewer service with at least two feet of extra wire inside the box. The tracer wire terminal box must be installed flush with the finished grade.
- E. Install tracer wire on all force main piping. A ground rod shall be installed at each end of the piping and at all tracer wire terminal boxes. Tracer wire terminal boxes shall be installed at each end of the force main piping and as directed by the Engineer.

F. Prior to final acceptance, all tracer wire shall be electrically tested for continuity from one exposed end to another.

G. See MP-1 and MP-2 for additional details.

3.15 (ADD) VALVE INSTALLATION

A. All valves shall be installed in locations as shown on the plans or as directed by the Engineer.

B. The valve and joints shall be installed in accordance with the manufacturer's recommendations.

C. All pipe bevels shall be removed prior to installation of any valve or ductile iron fitting.

3.16 (ADD) VALVE BOX INSTALLATION

A. All foreign material and debris shall be removed from the top of the valve operator prior to setting the valve box.

B. Valve box centering device shall be installed to center valve box on valve.

C. Valve boxes shall be centered and plumb over the operating nut of the valve and shall be set so that no shock or stress will be transmitted to the valve.

D. Tops of the valve boxes shall be set flush with the valve identification collar or manhole cover unless otherwise directed.

3.17 (ADD) MARSHALLTOWN STANDARD DETAILS

A. Added the following details:

1. MP-1 Typical Sanitary Sewer Service Detail
2. MP-2 Typical Sanitary Sewer Service with Riser Detail
3. MP-3 Typical Air Release/Combination Valve Manhole Detail
4. MP-4 Typical Service Line Cleanout Detail
5. MP-8 Typical Sanitary Sewer Utility Crossing Detail
6. MR-5 Typical Street Utility Section Detail

B. Deleted SUDAS Figures

1. 4010.201 Sanitary Sewer Service Stub
2. 4010.201 Sanitary Sewer Service Stub
3. 4010.202 Sewage Air Release Valve Pit
4. 4010.203 Sanitary Sewer Cleanout

MARSHALLTOWN SPECIAL PROVISIONS
FINAL ACCEPTANCE CHECKLIST

- A. Deflection/Mandrel Testing – all Flexible Sanitary Sewer Pipe
- B. Low Pressure Air Testing of Pipe – For Sanitary Sewer
- C. Lateral Construction Forms – All Sanitary Sewer Laterals
- D. Warranty Bond – Sanitary and Storm Sewers (See Specifications Part I)
- E. TV Inspection – For Sanitary and Storm Sewer Pipe.
- F. As-Built Drawings – For Sanitary and Storm Sewers
- G. Engineering Certificate of Completion in accordance with the Plans and Specifications – Sanitary and Storm Sewers
- H. Contractors Cost of Construction Report - This is to meet the financial reporting requirements of the city (GASB 34)

DEFLECTION TESTING OF FLEXIBLE PIPE

Deflection tests shall be performed on all flexible sanitary sewer pipes. The deflection test shall be conducted after the final backfill has been in place at least 30 days. No pipe shall exceed a deflection of 5%. If the deflection test is to be run using a rigid ball or mandrel, it shall have a diameter equal to 95% of the inside diameter of the pipe and the tests shall be performed without mechanical pulling devices.

PROJECT NAME: _____
 LOCATION: _____
 CONTRACTOR: _____

SECTION TESTED

Start Station: _____ MH Upstream _____ Pipe Diameter: _____
 End Station: _____ MH Downstream _____ Length: _____

Date Of Test: _____ Pass ☐
 Date Of Construction _____ Fail ☐

MANUFACTURER OF TEST DEVICE AND DIAMETER _____

Comments _____

Inspector _____

SECTION TESTED

Start Station: _____ MH Upstream _____ Pipe Diameter: _____
 End Station: _____ MH Downstream _____ Length: _____

Date Of Test: _____ Pass ☐
 Date Of Construction _____ Fail ☐

MANUFACTURER OF TEST DEVICE AND DIAMETER _____

Comments _____

Inspector _____

SECTION TESTED

Start Station: _____ MH Upstream _____ Pipe Diameter: _____
 End Station: _____ MH Downstream _____ Length: _____

Date Of Test: _____ Pass ☐
 Date Of Construction _____ Fail ☐

MANUFACTURER OF TEST DEVICE AND DIAMETER _____

Comments _____

Inspector _____

LOW PRESSURE TESTING OF SANITARY SEWER LINE (ASTM: F 1417)

PROJECT NAME: _____

LOCATION: _____

CONTRACTOR: _____

LIST SECTION TESTED: DATE: _____

Start Station.: _____ MH Upstream _____

End Station: _____ MH Downstream _____

Pipe Dia. _____ Length _____

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Min(s)

Comments: _____

TEST INFORMATION:

Constant Pressure Method:

Rotameter reading: _____ cf/min

Computed Air Loss: _____ cf/min

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.1 for acceptance: Yes ___ No ___*Time-Pressure Drop Method*

Time for 1.0 psi drop: _____ Min(s) --OR--

Variance in Test Pressure: _____ psi

Variance allowed by local jurisdiction: _____ psi

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.2 for acceptance: Yes ___ No ___

LIST SECTION TESTED: DATE: _____

Start Station.: _____ MH Upstream _____

End Station: _____ MH Downstream _____

Pipe Dia. _____ Length _____

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Min(s)

Comments: _____

TEST INFORMATION:

Constant Pressure Method:

Rotameter reading: _____ cf/min

Computed Air Loss: _____ cf/min

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.1 for acceptance: Yes ___ No ___*Time-Pressure Drop Method*

Time for 1.0 psi drop: _____ Min(s) --OR--

Variance in Test Pressure: _____ psi

Variance allowed by local jurisdiction: _____ psi

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.2 for acceptance: Yes ___ No ___

LIST SECTION TESTED: DATE: _____

Start Station.: _____ MH Upstream _____

End Station: _____ MH Downstream _____

Pipe Dia. _____ Length _____

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Min(s)

Comments: _____

TEST INFORMATION:

Constant Pressure Method:

Rotameter reading: _____ cf/min

Computed Air Loss: _____ cf/min

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.1 for acceptance: Yes ___ No ___*Time-Pressure Drop Method*

Time for 1.0 psi drop: _____ Min(s) --OR--

Variance in Test Pressure: _____ psi

Variance allowed by local jurisdiction: _____ psi

CONCLUSION: The section of pipe tested complies with
ASTM: F 1417, 8.2.2 for acceptance: Yes ___ No ___Testing procedures observed and
Information recorded by:

Results reviewed and affirmed by:

Project Representative

Project Engineer

City of Marshalltown, Iowa

SANITARY SEWER LATERAL CONSTRUCTION FORM

Project Number _____

Date Wye Installed: 20____
 Date Service Installed: 20____ (NA) if no service

Street Address: (or) _____
 General Location: _____

Upstream Manhole # _____ Downstream Manhole # _____

Service Status: _____ 1 - Active 2 - Inactive 3 - Abandoned

Connection Type: _____ 2 - Wye 3 - MH stub 4 - Tap

Diameter (inches): _____

Pipe Material: _____ 1 - VCP 2 - PVC 3 - Concrete 4 - RCP
 5 - DIP 6 - CIP 7 - CMP

Slope/Fall (%): _____ Length (feet): _____

Source of Data: _____ 1 - Construction Inspection 2 - Superintendent

Direction from Main: _____ Distance from Upstream MH (feet): _____

Depth at Main (feet): _____ Depth at Property Line (feet): _____

Depth at service end (feet): _____ (NA) if no service

Indicate North:

○

Upstream

MH# _____

Station: _____

-----○

Downstream

MH# _____

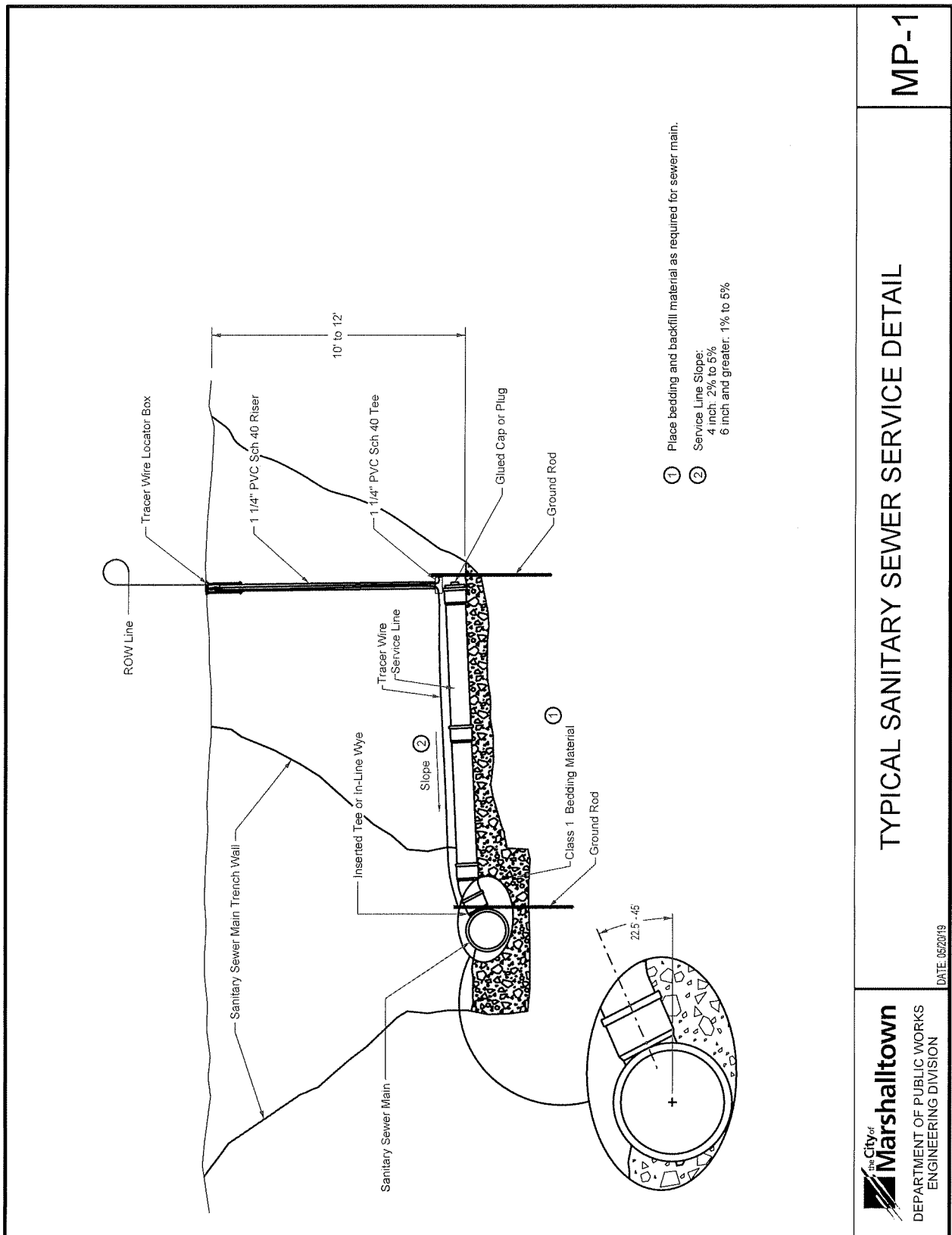
Station: _____

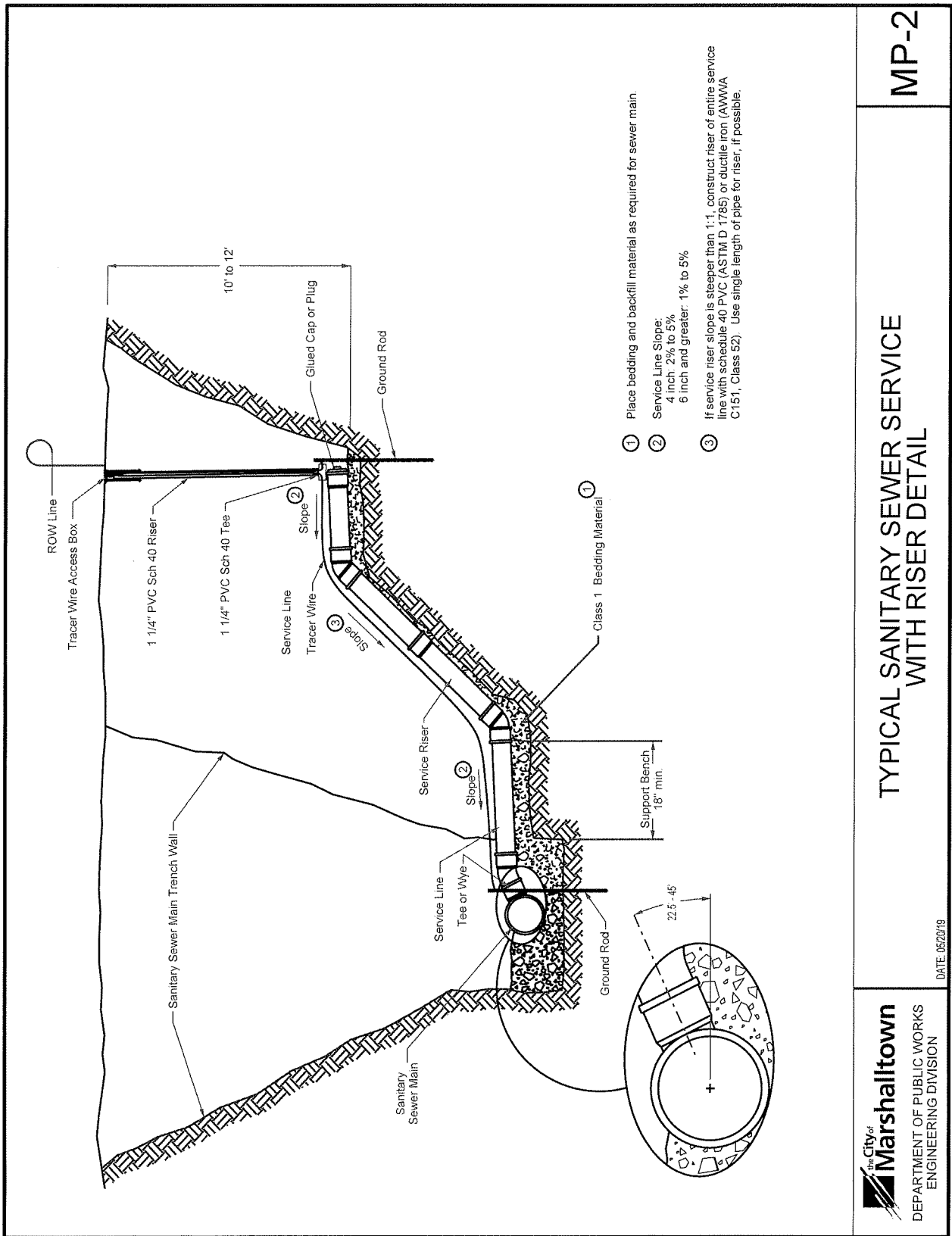
Wye Station: _____

Service end Station: _____

Service Offset Direction/Distance (feet): _____

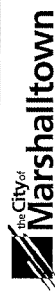
Inspector: _____
 Department of Public Works
 Engineering Division





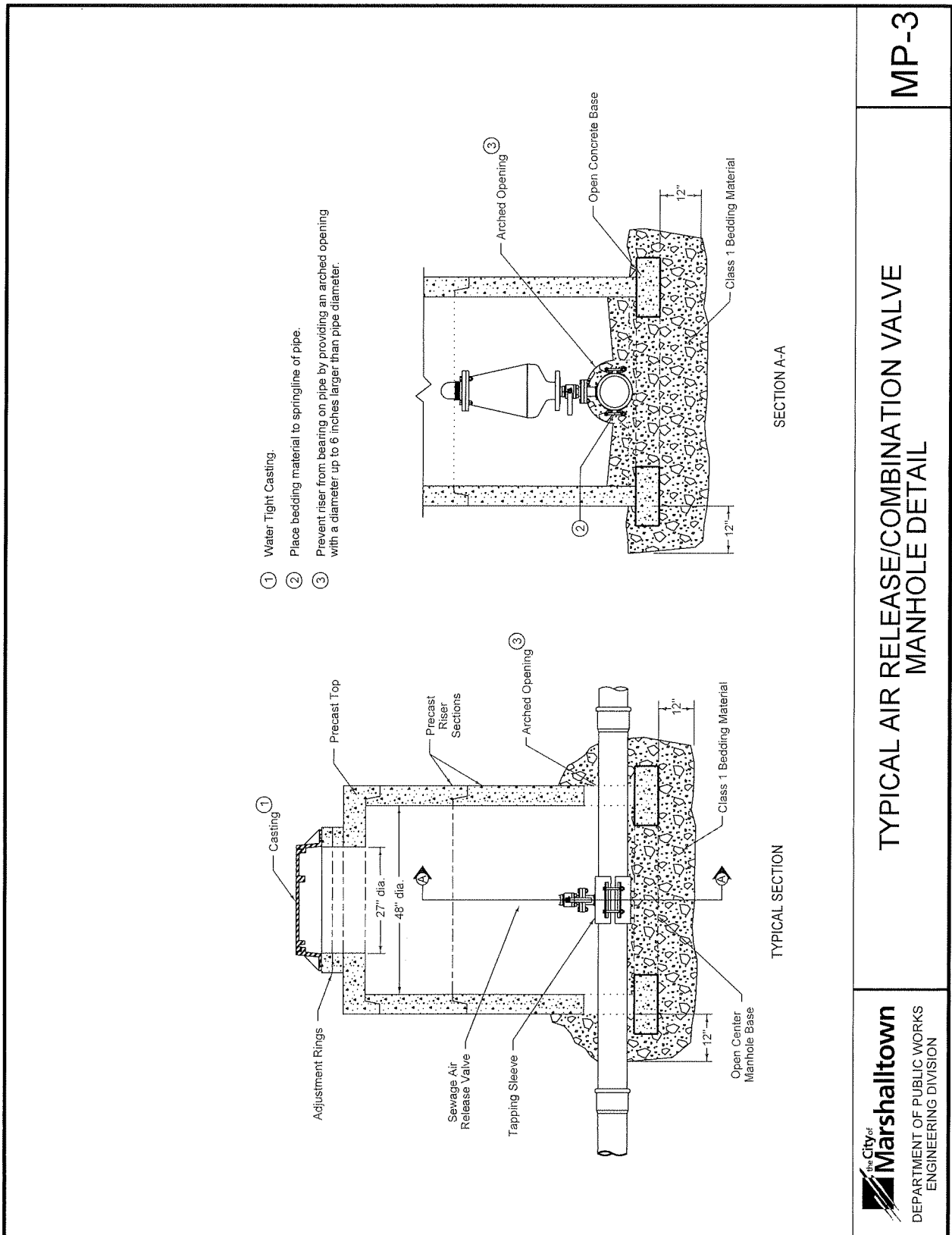
TYPICAL SANITARY SEWER SERVICE WITH RISER DETAIL

MP-2



DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

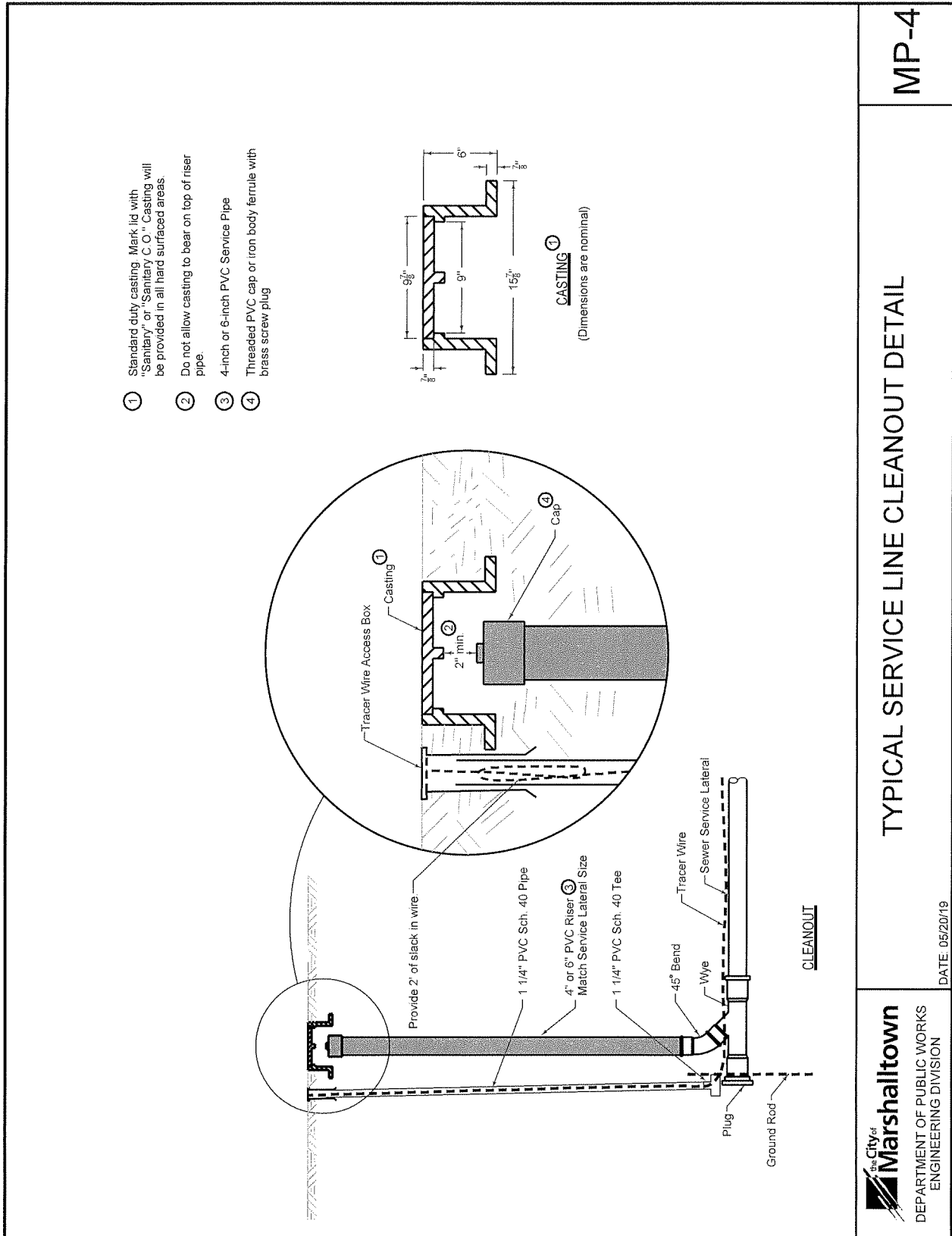
DATE: 05/20/19

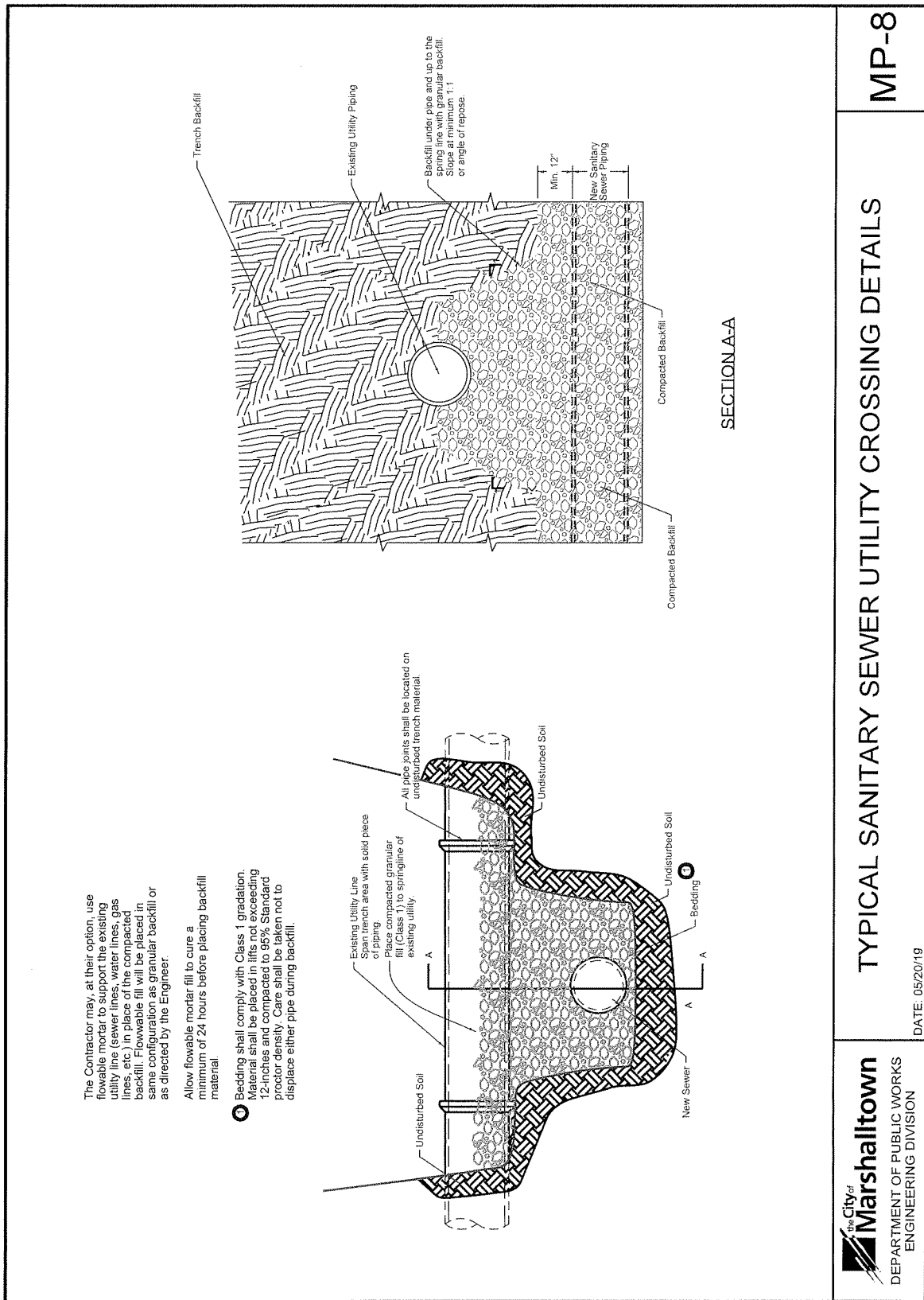


City of Marshalltown
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

**TYPICAL AIR RELEASE/COMBINATION VALVE
MANHOLE DETAIL**

MP-3



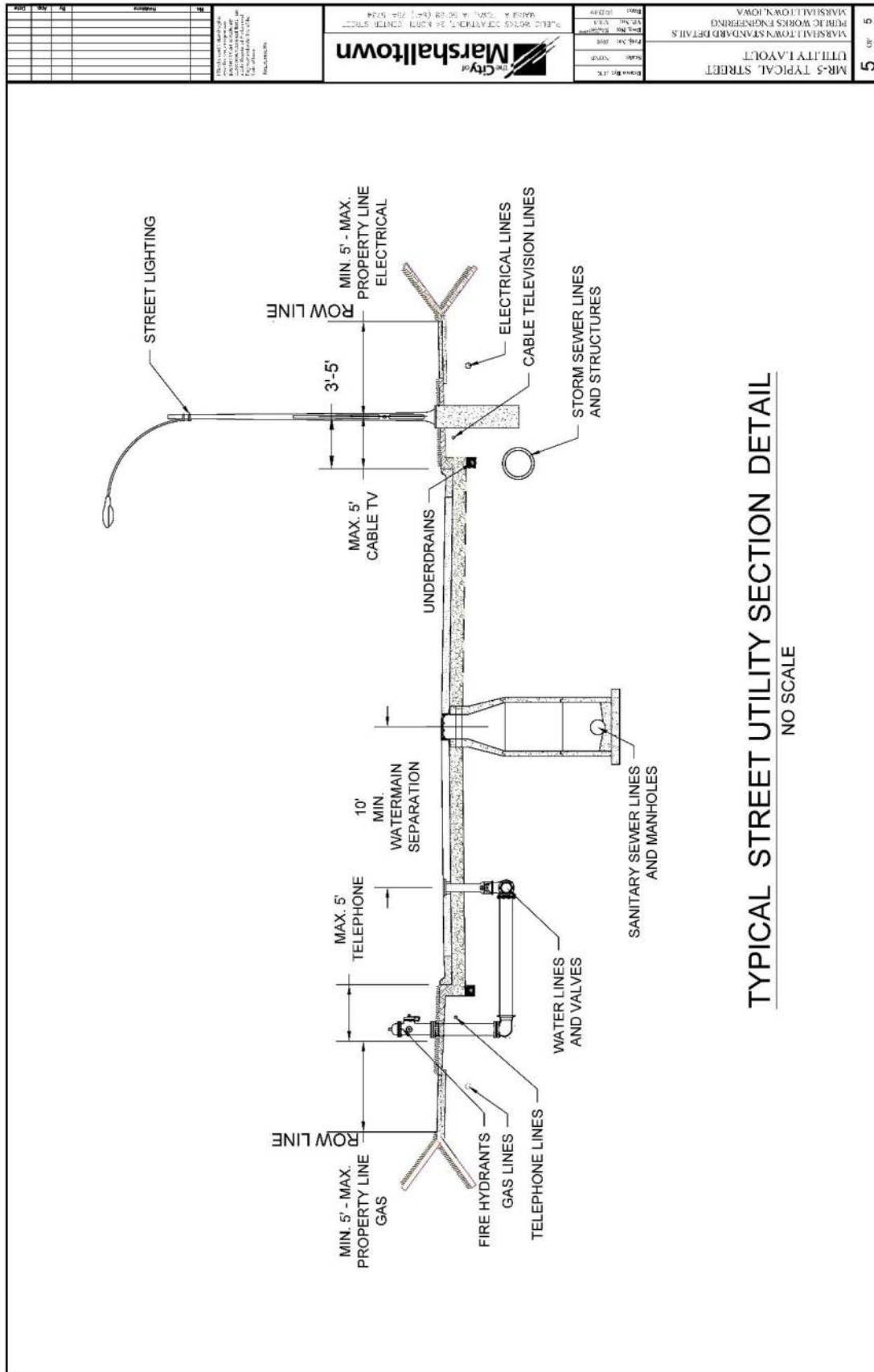


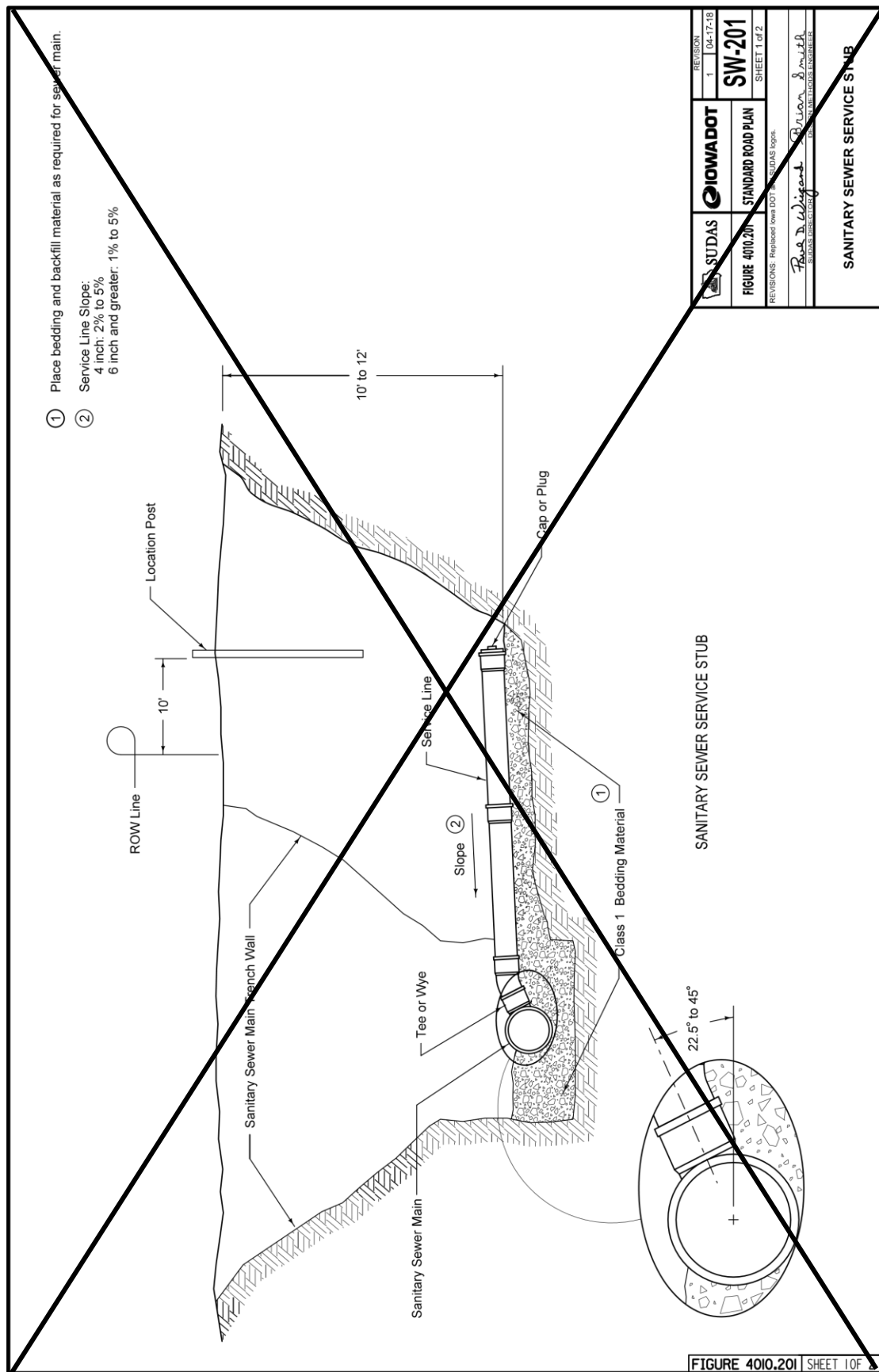
MP-8

TYPICAL SANITARY SEWER UTILITY CROSSING DETAILS

City of Marshalltown
DEPARTMENT OF PUBLIC WORKS
ENGINEERING DIVISION

DATE: 05/20/19





	SUDAS	IOWA DOT	REVISION	1	04-17-18
			FIGURE 4010.201	STANDARD ROAD PLAN	SW-201
REVISIONS: Replaced Iowa DOT SUDAS logo.			SHEET 1 of 2		
Rae D. Wiegand			R. Allen Smith		
DESIGNER			CHECKER		
SANTARY SEWER SERVICE STUB			SANTARY SEWER SERVICE STUB		

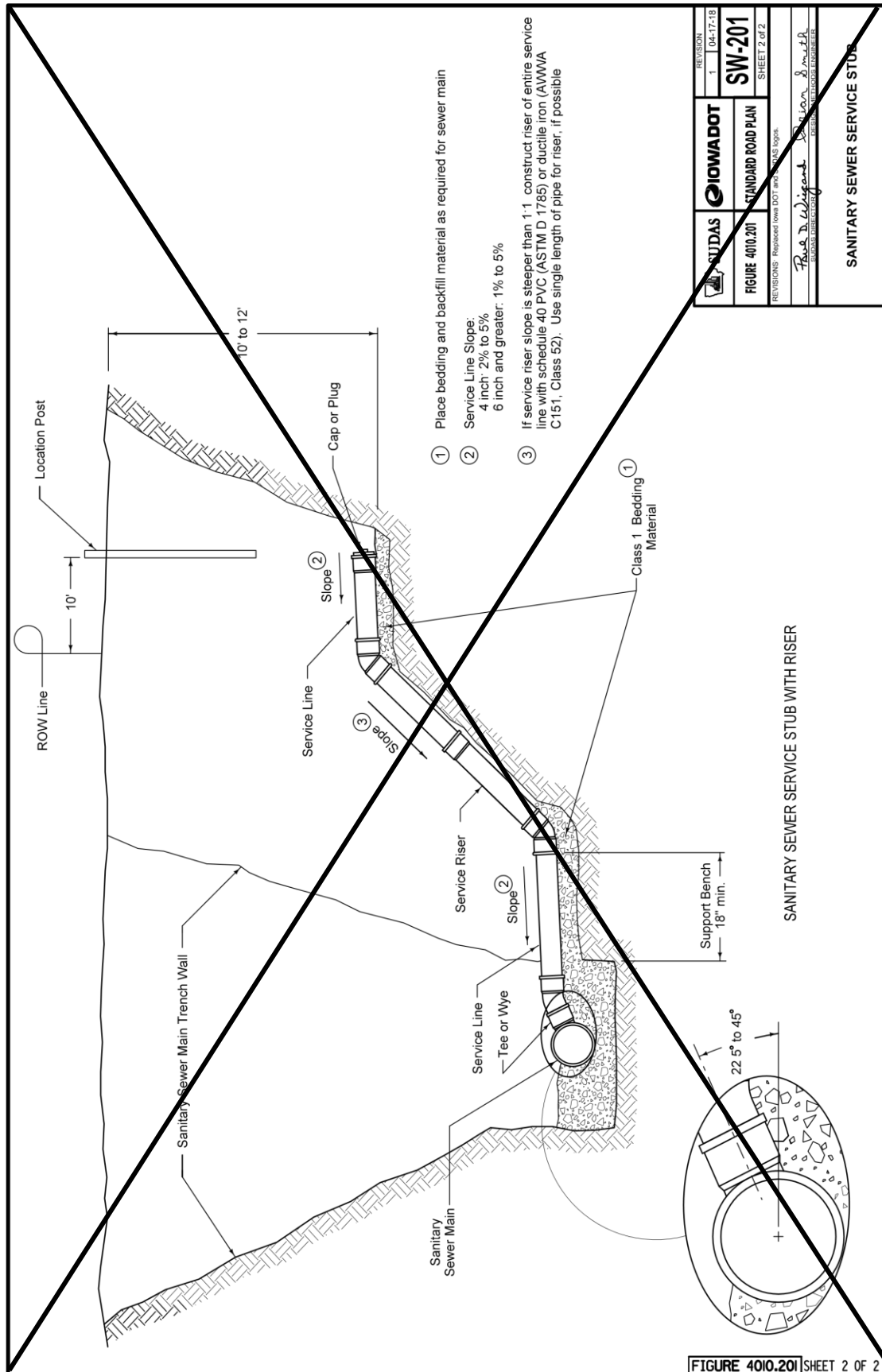
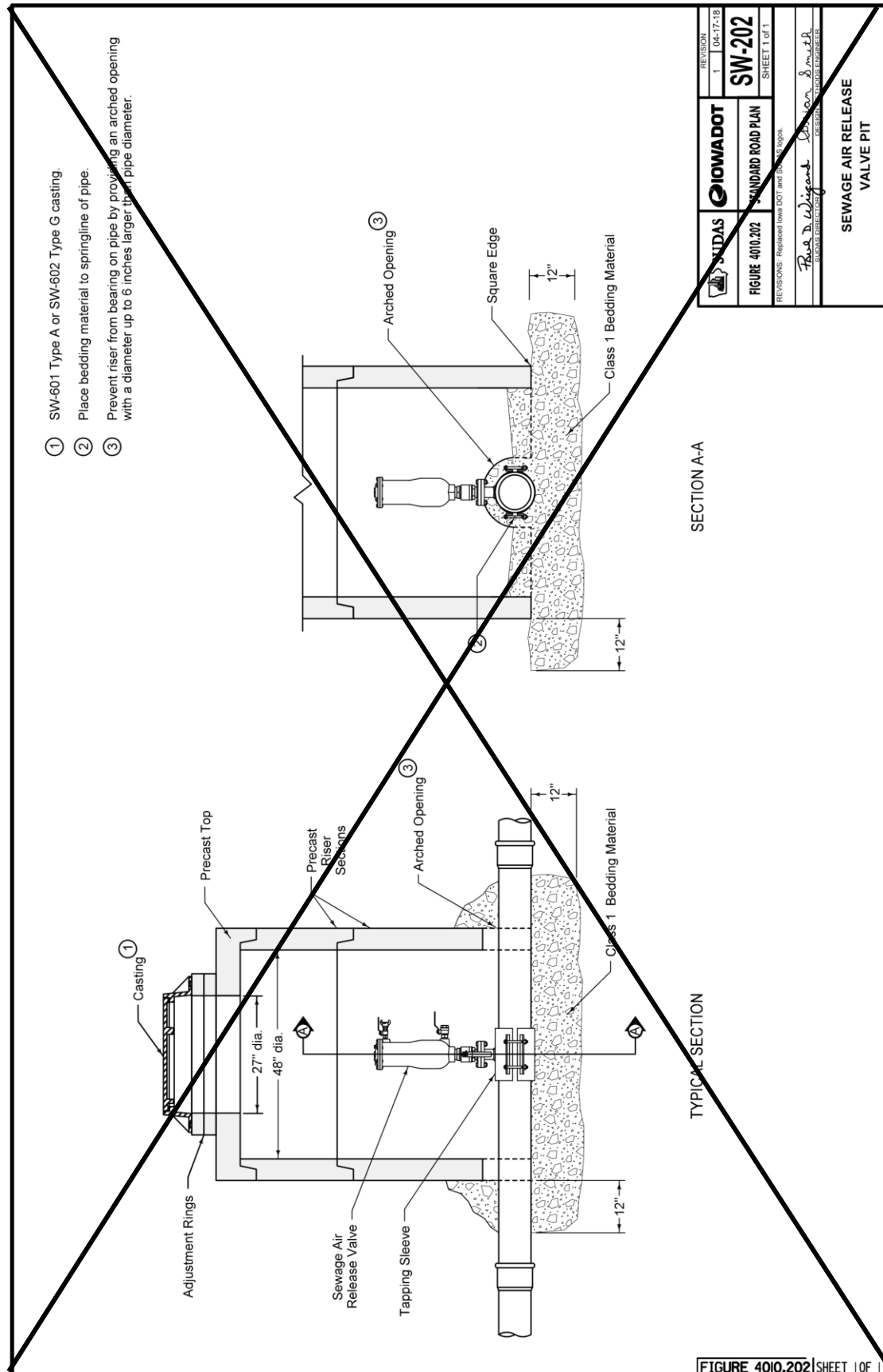
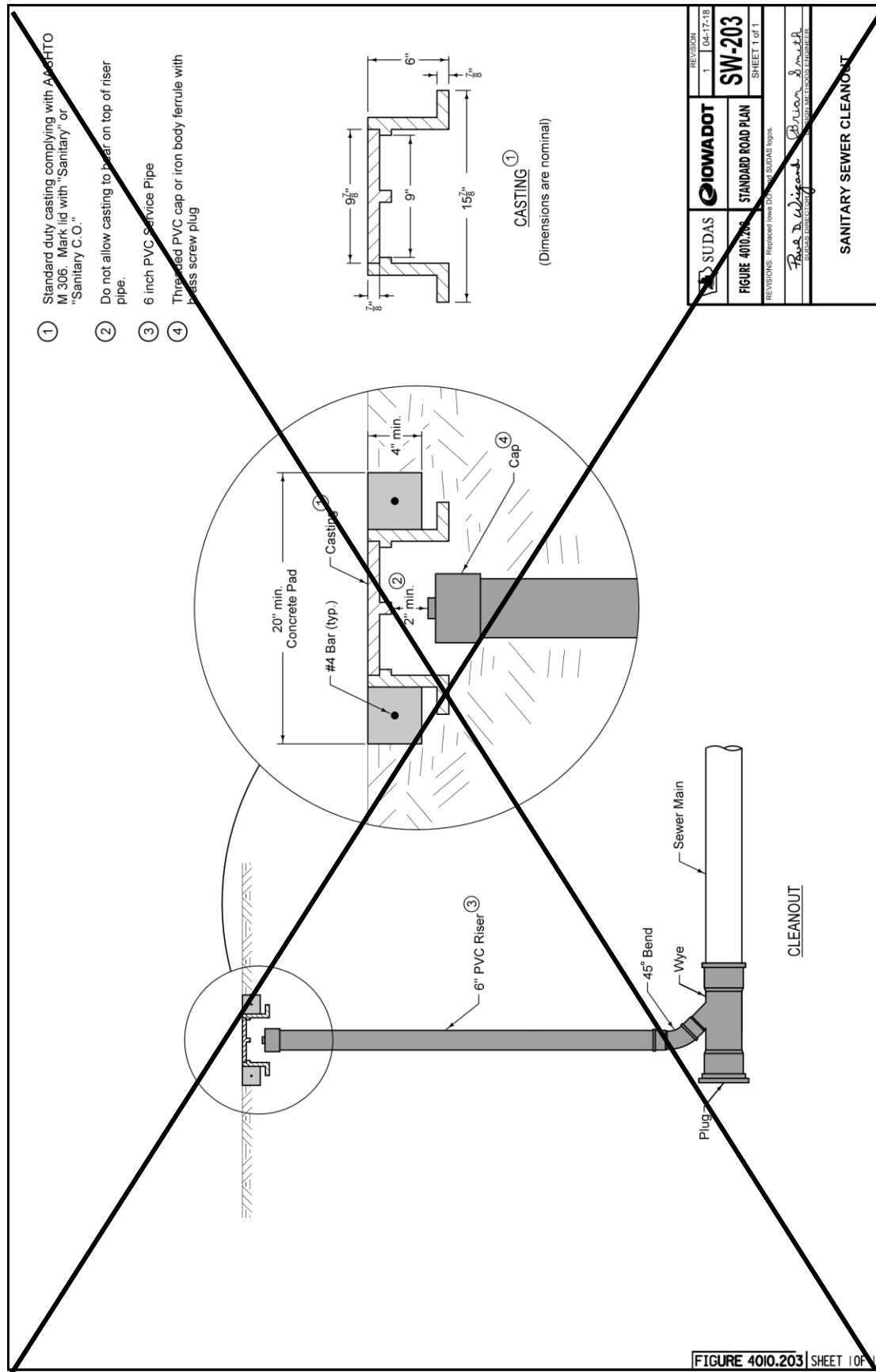


FIGURE 4010.201 SHEET 2 OF 2

REVISION	1	04-17-18
FIGURE 4010.201	STANDARD ROAD PLAN	SW-201
REVISIONS: Registered Iowa DOT and SUDAS logos		SHEET 2 of 2
Paul D. Wiegand	DESIGNER	
John D. Wiegand	CHECKED	
	APPROVED	
SANITARY SEWER SERVICE STUB		



REVISION	1	04-17-18
IOWA DOT	SW-202	SHEET 1 OF 1
FIGURE 4010.202	STANDARD ROAD PLAN	
REVISIONS: Registered Iowa DOT and SUDAS logos.		
<i>Rose D. Wiegand</i> DESIGN ENGINEER		
SEWAGE AIR RELEASE VALVE PIT		



REVISION	1	04-17-18
SUDAS	IOWA DOT	SW-203
FIGURE 4010.203	STANDARD ROAD PLAN	SHEET 1 of 1
REVISIONS: Replaced Iowa DOT SUDAS logo.		
Prepared by: Brian Smith		
Checked by: [Signature]		
SANTARY SEWER CLEANOUT		

SECTION 04020 - STORM SEWERS

PART 1 - GENERAL

1.09 (ADD) ACCEPTANCE CHECKLIST & MAINTENANCE BOND

Prior to final acceptance of the work, the contractor shall file with the City Clerk of the City of Marshalltown a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of 4 years for all improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project. The contractor shall also file with the City Engineer all other required acceptance checklist items including testing/inspection forms, lateral construction forms, as-built drawings, construction costs and engineering certificate of completion forms. The acceptance checklist and warranty bond form are provided at end of section.

PART 2 – PRODUCTS

NO REVISIONS

PART 3 – EXECUTION

3.02 PIPE INSTALLATION

A. General:

8. (ADD) All lift holes in the pipe shall be filled with concrete.
9. (ADD) Protect utilities crossing the sewer main trench.

B. Trenched:

7. (ADD) No more than 300-feet of trench shall be left open at any time. Open trenches shall be properly marked and/or attended. Trenches shall be closed at the end of each day.

3.07 CONFLICTS

A. Horizontal Separation of Gravity Sewers from Water Mains:

2. When it is impossible to obtain the required horizontal clearance of 3 feet and a vertical clearance of 18 inches between sewers and water mains, the sewers must be constructed of water main materials meeting the requirements of Section (DELETE) ~~5010, 2.01~~ (ADD) 4010, 2.02. However, provide a linear separation of at least 2 feet.

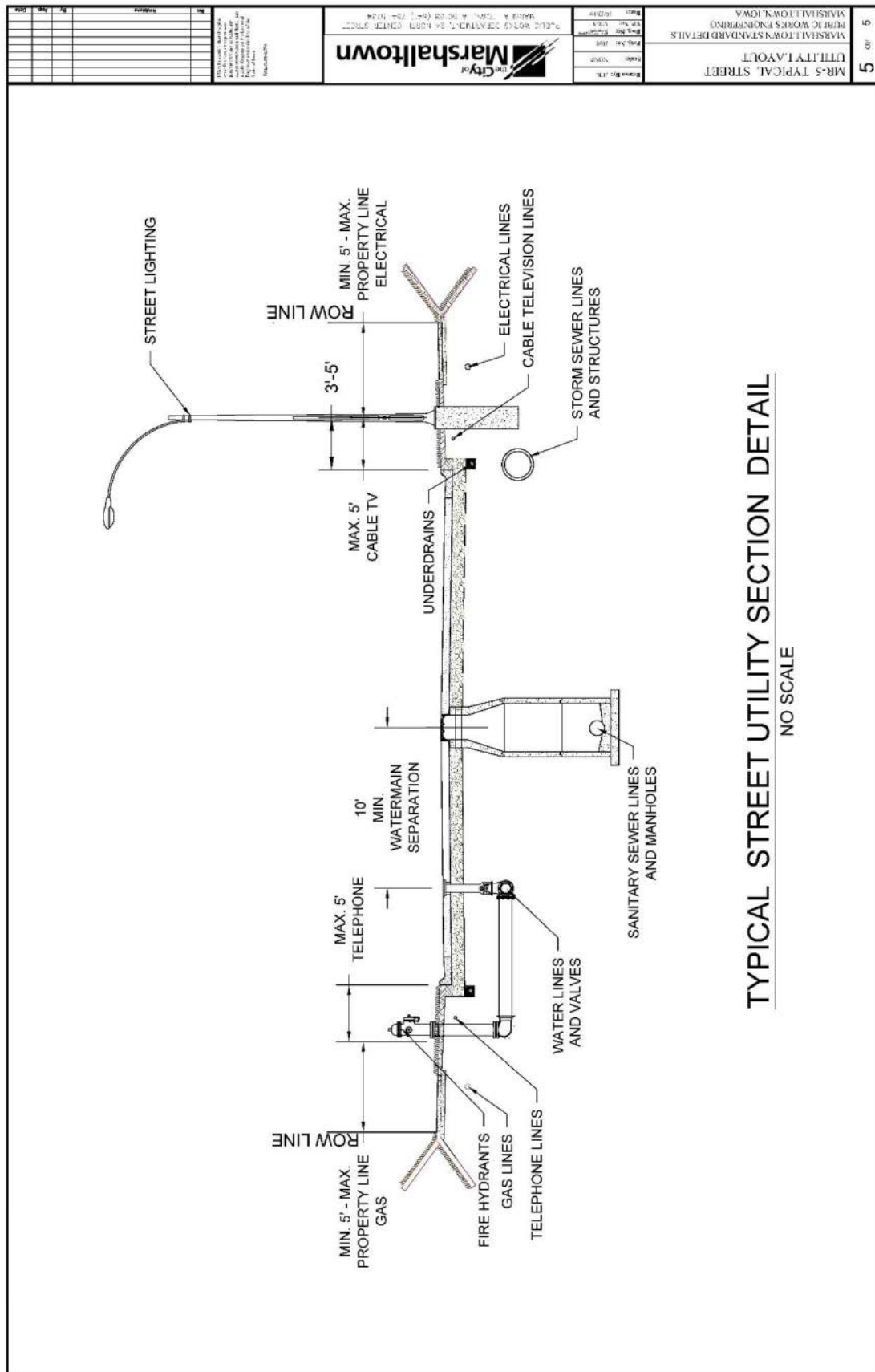
B. Separation of Sewer Force Mains from Water Mains: Separate storm sewer force mains and water mains by a horizontal distance of at least 10 feet unless:

1. The force main is constructed of water main materials meeting a minimum pressure rating of 150 psi and the requirements of (DELETE) ~~5010, 2.01~~ (ADD) 4010, 2.02. and

3.11 (ADD) MARSHALLTOWN STANDARD DETAILS

A. Added the following detail.

1. MR-5 Typical Street Utility Section Detail



SECTION 4030 - PIPE CULVERTS

PART 1 – GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 2 - PRODUCTS

2.01 PIPE CULVERTS

B. Entrance Pipe Culverts: The following pipe culvert types described in Section 4020 may be used within right-of-way as entrance pipe culverts:

5. Corrugated Metal Pipe (CMP). (ADD) Use of this pipe material requires specific approval by the Engineer.
6. Spiral Rib Pipe. (ADD) Use of this pipe material requires specific approval by the Engineer.
7. Coated Corrugated Metal Pipe. (ADD) Use of this pipe material requires specific approval by the Engineer.
8. Corrugated Metal Arch Pipe. (ADD) Use of this pipe material requires specific approval by the Engineer.

C. Structural Plate Culverts: Structural plate culverts may be used in the right-of-way as roadway or entrance pipe culverts.

6. (ADD) Use of this pipe material requires specific approval by the Engineer.

D. Aluminum Structural Plate Culverts: Aluminum structural plate culverts may be used in the right-of-way as roadway or entrance pipe culverts.

9. (ADD) Use of this pipe material requires specific approval by the Engineer.

PART 3 - EXECUTION

3.04 (ADD) IOWA DOT STANDARD ROAD PLANS

Add the following details:

- A. DR-121 Connected Pipe Joints
- B. DR-203 Metal Pipe Aprons and Beveled Ends
- C. DR-211 Metal Safety Slope Apron 6:1 Slope
- D. DR-212 Beveled Pipe and Guard

Wrap all joints on concrete roadway pipe culverts.

Use Type 3 Connectors on all culvert pipes, unless specified otherwise. Refer to Materials I.M. 445.01 for Connector requirements.

Minimum 2 threads showing at all threaded ends.

Connections not required on pipe sections installed by trenchless methods.

For belled concrete pipe joints, connectors may be installed on the inside of the pipe.

TYPE 1

One connector at the top of the pipe section.

TYPE 2 (Sealed Joint)

Two connectors near the top of the pipe section. For details of reinforced concrete pipe joints, refer to AASHTO M 170 for the class of pipe required. Refer to Materials I.M. 431.03 for seal requirements.

TYPE 3 (Non-Sealed Joint)

Two connectors near the top of the pipe section. For details of reinforcement, refer to AASHTO M 170 for the class of pipe required.

① If holes are field drilled, place a ribbon of bulky sealant around bolts before placing 3 in. x 3 in. x 1/4 in. plate on bolts through corrugated metal pipe and tightening nuts.

② 1 1/2 inch round x 3/8 inch thick washer or 3 in. x 3 in. x 1/4 in. square plate (flush to pipe radius).

③ Connectors with One Bend End and Bell End spacers allowed per Materials I.M. 451. Refer to Optional Bolts detail.

④ Engineering fabric for embankment erosion control.

Possible Tabulations:
104-3
104-5B

SECTION OF PIPE CONNECTOR
(Concrete Pipe to Concrete Pipe)

SECTION OF PIPE CONNECTOR
(Concrete Pipe to Corrugated Pipe)

PIPE JOINT WRAPPING

PIPE SIZE (in.)	CONNECTOR AND BOLT SIZE (in.)	HOLE FOR CONNECTOR (in.)
12 to 27	3/8	7/8
30 to 60	1/2	1.0
66 to 132	1.0	1 1/4

THREADED AT BOTH ENDS

ONE BEND END

OPTIONAL BOLTS/CONNECTORS

TYPICAL SECTION (Non-Sealed Joint)

TYPICAL INSTALLATION

TYPE 1 CONNECTION

CONNECTED PIPE JOINTS

DR-121

STANDARD ROAD PLAN

REVISIONS: Add 104-5B to Planbook Tabulations. Add Type 3 connector to same as per detail.

APPROVED BY DESIGN METHOD ENGINEER

10-17-17

3

REVISION

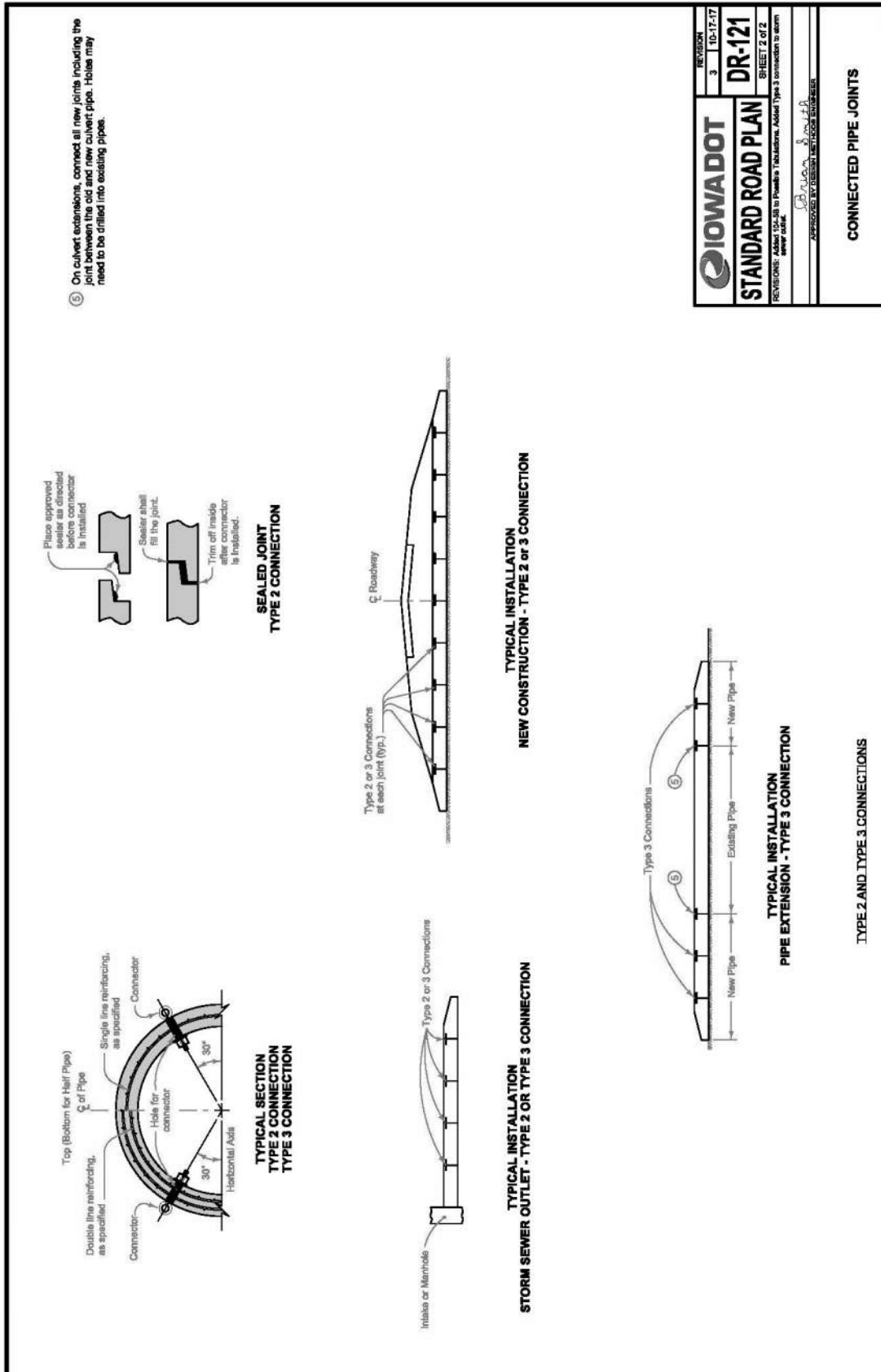
DR-121

SHEET 1 of 2

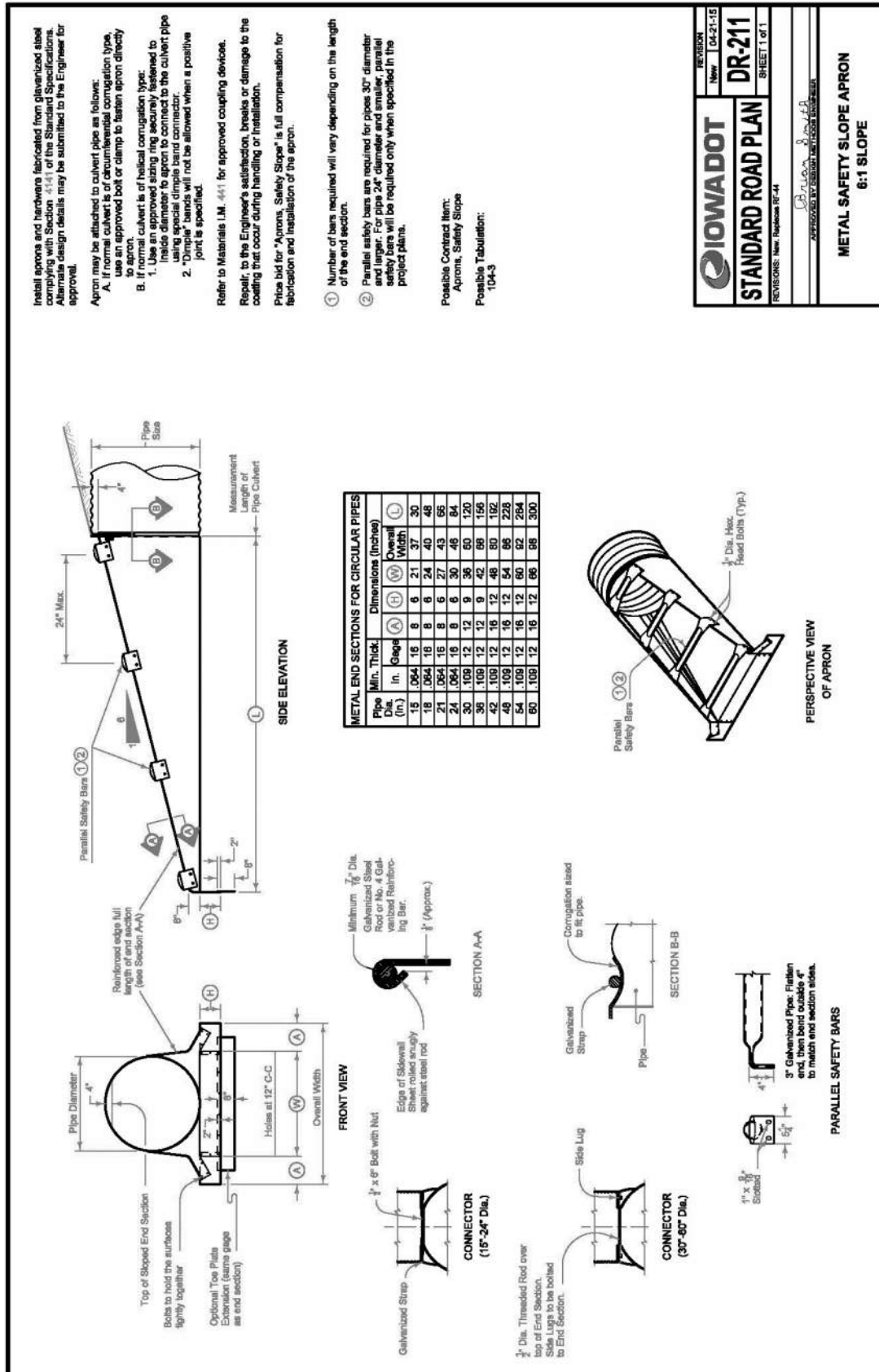
Updated 07/14/2020

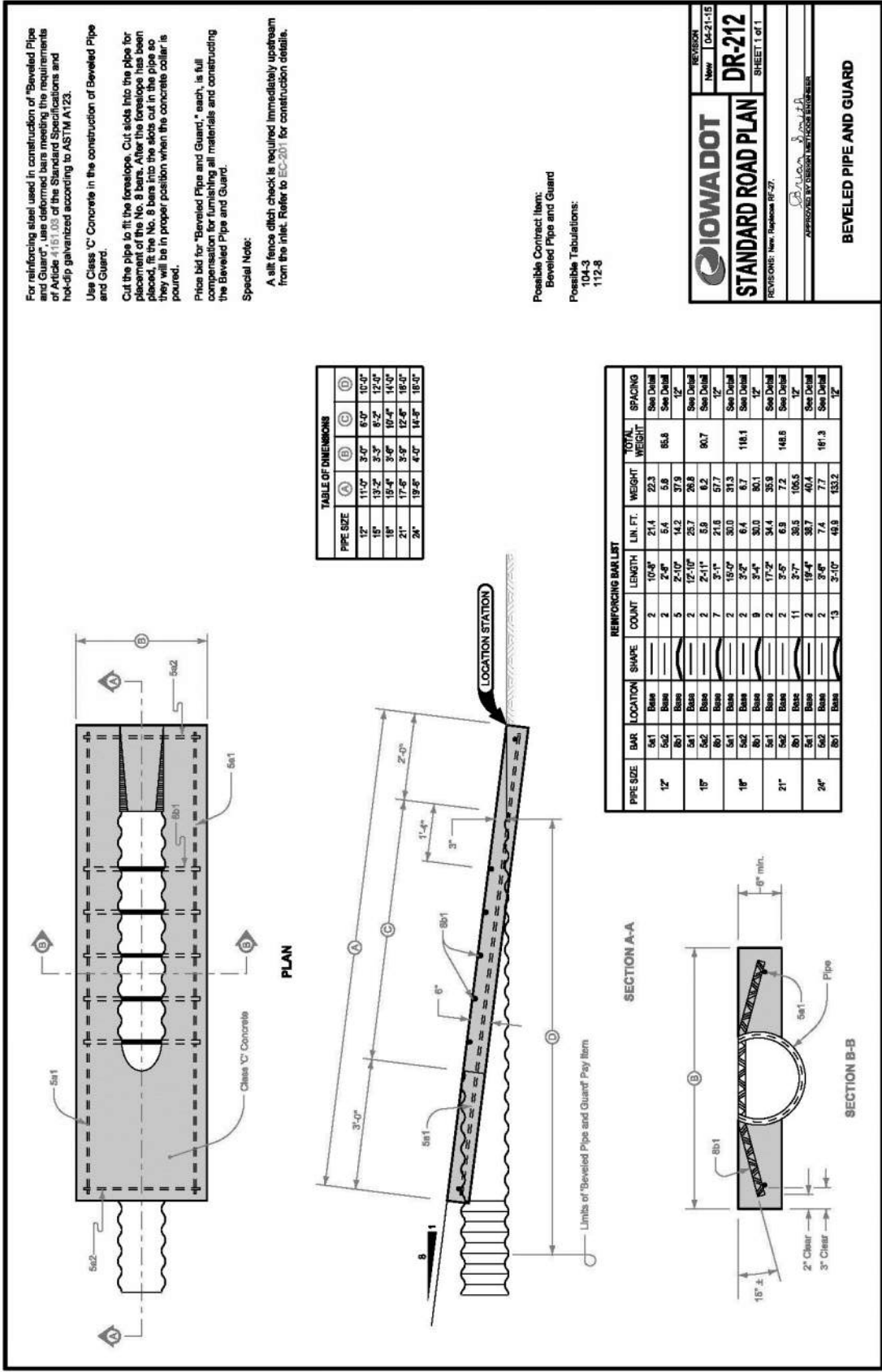
Division 4 – Sewers and Drains

Page 142 of 281



	REVISION	DATE
	None	04-21-15
DR-203		
SHEET 1 of 1		
REVISIONS: None, Replace RF-5.		
APPROVED BY DESIGN ENGINEER <i>Barbara Smith</i>		
METAL PIPE APRONS AND BEVELED ENDS		





SECTION 4040 - SUBDRAINS AND FOOTING DRAIN COLLECTORS

PART 1 - GENERAL

1.03 through 1.06: (DELETE): ~~Comply with Division 1 – General Provisions and Covenants~~ (ADD) “Comply with Part I - Bidding and Contract Documents and Part II - Technical Specifications”

PART 2 – PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

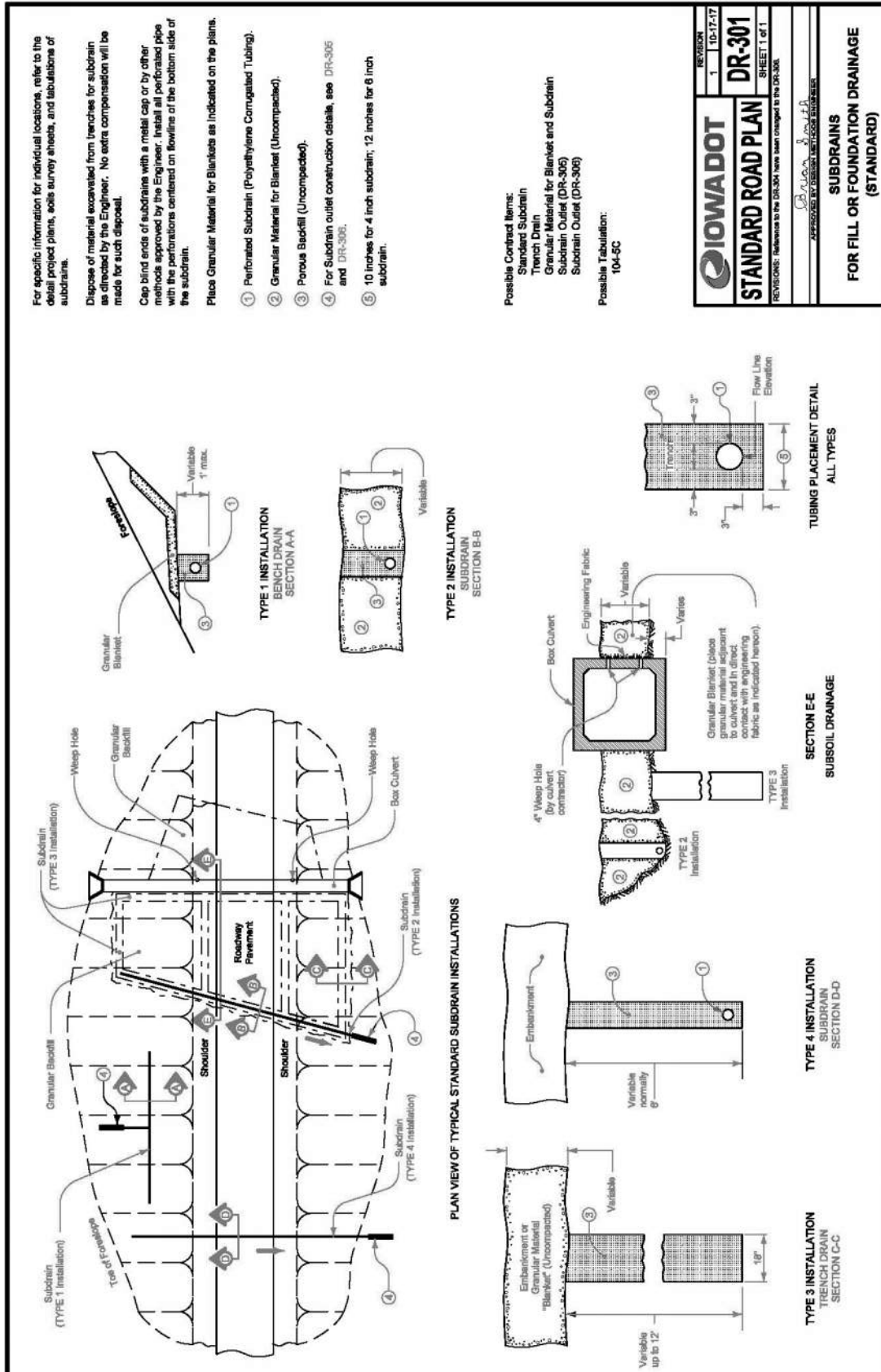
3.01 SUBDRAINS

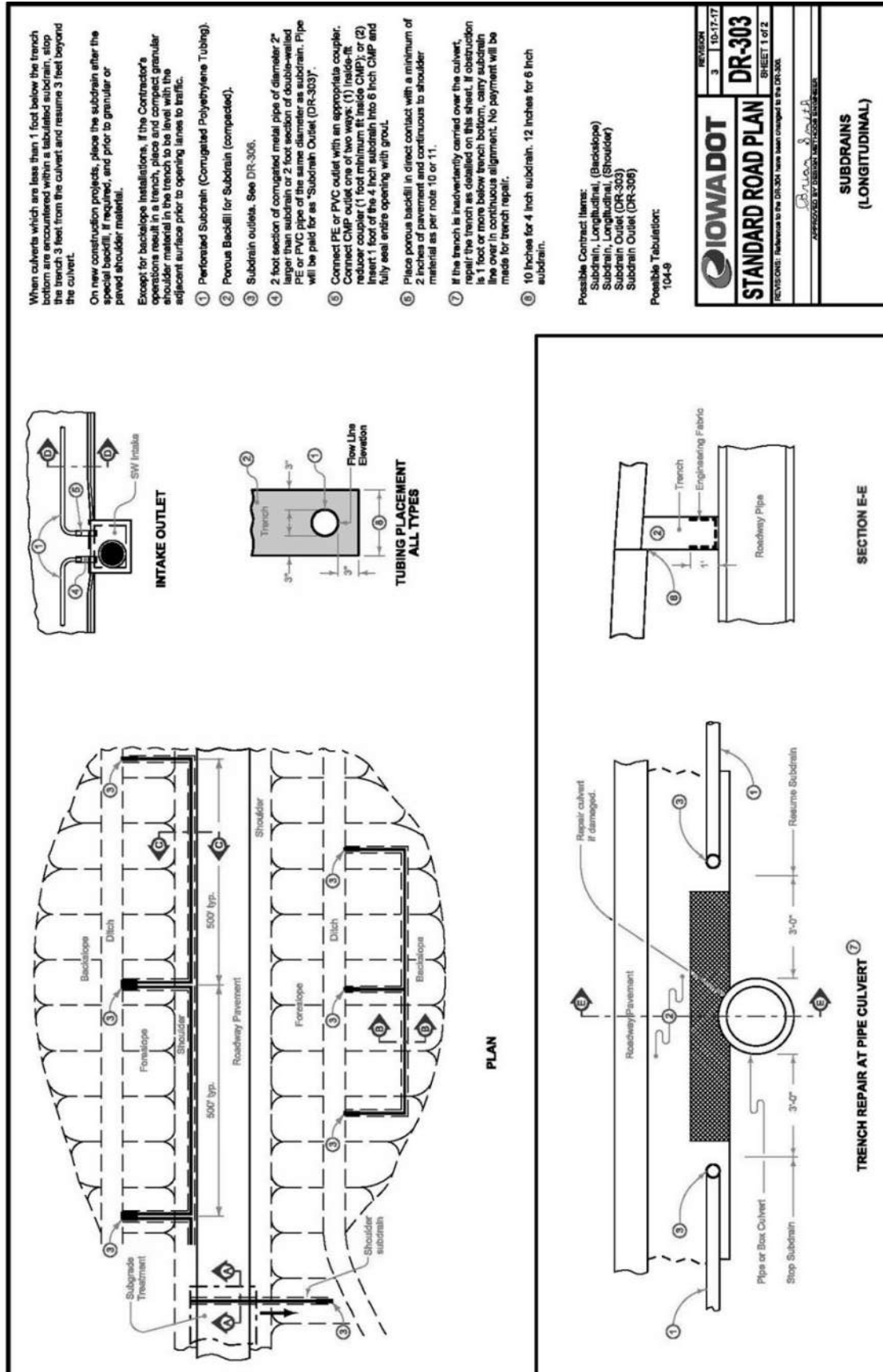
- A. Install Type 1 or Type 2 subdrain where specified in the contract documents. Comply with Figure 4040.231 (ADD), DR-301, and DR-303.
- C. Provide outlets where specified in the contract documents.
 - 3. (ADD) Comply with 4040.233 and DR-306 for outlets to grade.

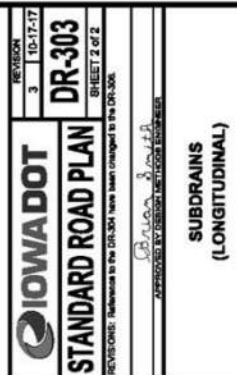
3.04 (ADD) IOWA DOT STANDARD ROAD PLANS

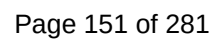
A. Add the following details:

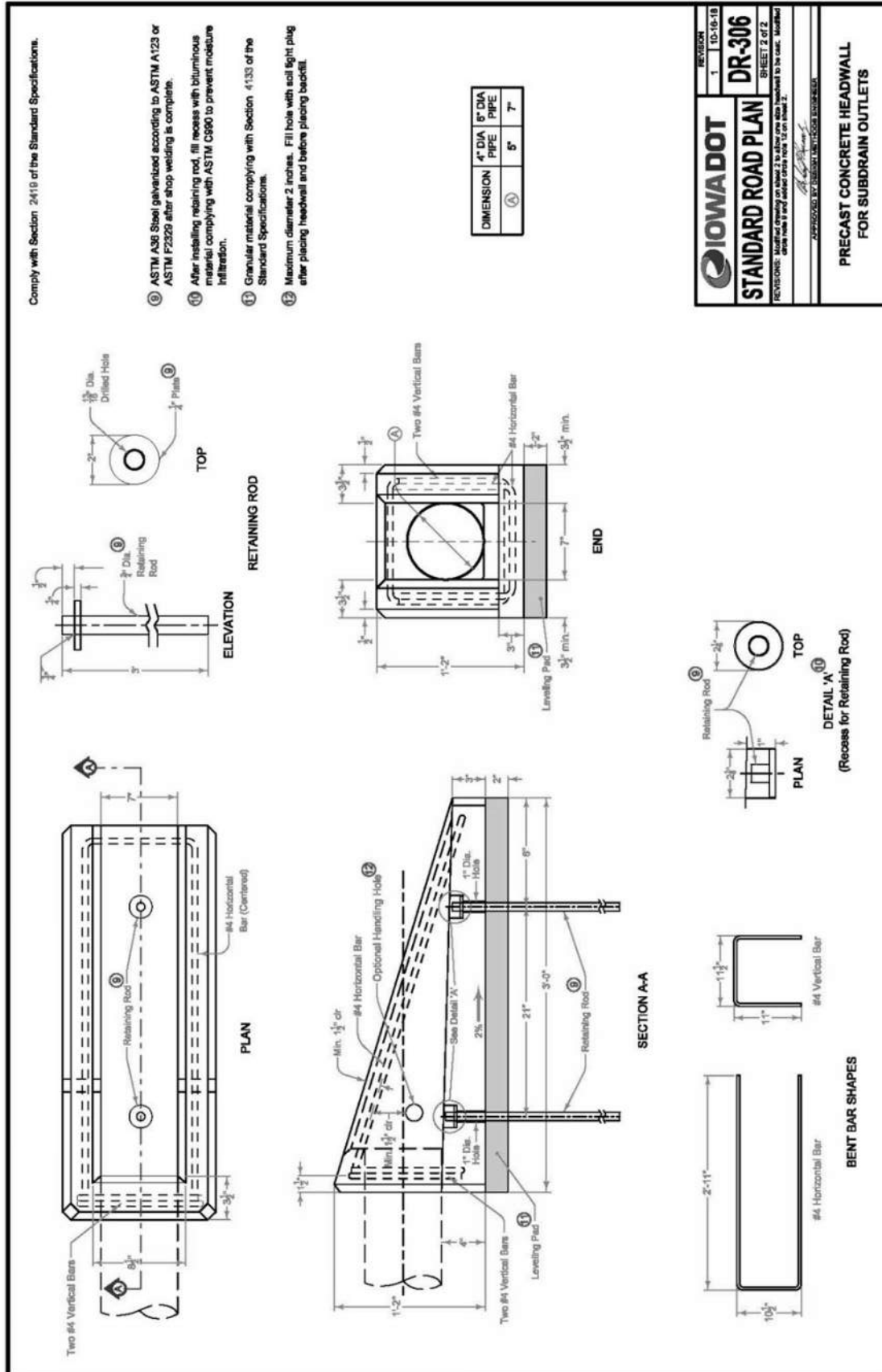
- 1. DR-301 Subdrains for Fill or Foundation Drainage (Standard)
- 2. DR-303 Subdrains (Longitudinal)
- 3. DR-306 Precast Concrete Headwall for Subdrain Outlets.











SECTION 4050 - PIPE REHABILITATION

PART 1 - GENERAL

NO REVISIONS

PART 2 – PRODUCTS

NO REVISIONS

PART 3 – EXECUTION

NO REVISIONS

SECTION 4060 - CLEANING, INSPECTION, AND TESTING OF SEWERS

PART 1 - GENERAL

NO REVISIONS

PART 2 - PRODUCTS

2.02 (ADD) FORCE MAIN CLEANING PIG

- A. The force main cleaning pigs shall be light-density crisscross pigs constructed of a minimum of two (2) pounds per cubic foot density foam and coated with polyurethane elastomer in crisscross pattern.
- B. The force main cleaning pigs shall have an open nose design for maximum jetting action and pressure equalization. The pigs shall have the ability to scratch, scrape, plow and jet to assist in cleaning and flushing debris from the force main. The pig units shall be sized to the pipe in accordance with the manufacturer's recommendations and shall have a length two times the diameter. The nose shall be parabolic shaped in order that it may better enter restrictions. The pigs shall have the ability to negotiate mitered and short radius bends, short radius elbows, tees, crosses, and multi-dimensional pipe sizes and valves.
- C. All pipeline pig ingredients shall be certified by the manufacturer as having been successfully used in similar applications and comply with these specifications.

PART 3 – EXECUTION

3.03 VIDEO INSPECTION

A. (DELETE) General:

- ~~1. Unless otherwise specified in the contract documents conduct video inspection of all new and rehabilitated sanitary and storm sewers after all backfill and compaction operations are completed, but prior to paving.~~
- ~~2. Notify the Engineer the day prior to inspection so the Engineer may be~~

~~present during the inspection.~~

~~3. Notify the Engineer of the extent of noncompliance with the low spot depth tolerances in Section 4010 for sanitary sewers and Section 4020 for storm sewers.~~

~~4. Re-inspect sewers after any corrective action has been completed.~~

B. (DELETE) Inspection Procedure:

~~1. Prior to video inspection, run sufficient water through the pipe to saturate potential low spots so they may be detected during inspection.~~

~~2. Inspect each pipe segment between manholes or access points in a single, continuous run. Progress through the entire project in a uniform direction.~~

~~3. Inspect all lateral connections and other observations at right angles utilizing the pan and tilt capabilities of the camera.~~

~~4. Center the video camera in the pipe during the inspection.~~

~~5. Do not exceed 30 feet of inspection per minute.~~

C. (DELETE) Inspection Reporting:

~~1. Provide a copy of the video inspection including on-screen continuous footage, pipe diameter, direction of viewing, and manhole and street location references in the recording. Affix labels to the recording media to include the name of the project, the date, and the location of the inspection.~~

~~2. Provide a written report of the inspection. In the report, include true-to-scale drawings of all sewer defects and observation locations. Reference the time stamp on each line item entry on the written report.~~

A. (ADD) Prior to acceptance by the City, a television inspection on Sanitary Sewers shall be completed by the contractor. Said TV inspection shall be performed 30 days after backfilling. The TV inspection shall be with a pan & tilt color camera and a footage meter that accurately displays the camera's location on tape.

B. (ADD) The developer/contractor will be required to ensure that an informational meeting is set up between the entity performing the television inspection on the new construction and the City Engineer and/or Sewer Superintendent. The meeting is used to educate the entity's television operator on the proper inspection techniques while televising for the City of Marshalltown. Proper techniques are, but not limited to the following:

1. Identify each structure by proper structure number

2. Separate reports for each line segment televised

3. Pipe preparation before televising, to include cleaning or putting water down the line to show sags

4. Video tape procedures, including procedures for viewing laterals or connections

5. Timeliness in returning videos and paper reports

- C. (ADD) All television inspections shall be provided in digital format (.MPEG, .MPG, or .WMV), PDF written report and in Wincan digital CD format. If not provided in Wincan digital format, the contractor shall pay \$20 per line segment for the information to be data entered into the City system.
- D. (ADD) After review of the videos and written reports, the City of Marshalltown will contact the developer or contractor of a positive review or identify areas that need to be repaired prior to final acceptance. Any repairs will need to be re-televised.

3.07 (ADD) FORCE MAIN CLEANING

- A. All lines shall be thoroughly cleaned before acceptance until all traces of construction materials, soil or other foreign matter have been removed.
- B. The Contractor shall take all necessary measures to protect adjacent facilities and property. Damages caused by water or water carried material shall be the responsibility of the Contractor.
- C. All cleaning shall be completed prior to the initiation of the testing process described in Part 3.06.
- D. Force main cleaning shall be accomplished using a hydraulically propelled polyurethane pig, conforming to the requirements of Part 2 above, to remove all construction debris from the force main.

SUPPLEMENTAL DIVISION 5 – WATER MAINS AND APPURTENANCES

(SEE MARSHALLTOWN WATER WORKS RULES AND REGULATIONS)

SUPPLEMENTAL DIVISION 6 - STRUCTURES FOR SANITARY AND STORM SEWER

SECTION 6010 - STRUCTURES FOR SANITARY AND STORM SEWERS

PART 1 - GENERAL

1.08 MEASUREMENT AND PAYMENT

D. Casting Extension Rings:

1. Measurement: (DELETE) ~~Each casting extension ring will be counted~~ (ADD) None.
2. Payment: (DELETE) ~~Payment will be at the unit price for each casting extension ring~~ (ADD) Incidental to manhole.

1.09 (ADD) ACCEPTANCE CHECKLIST & WARRANTY BOND

Prior to final acceptance of the work, the contractor shall file with the City Clerk of the City of Marshalltown a maintenance bond guaranteeing suitable repairs of any defects or failures due to deficiencies in materials or inadequacies in workmanship for a period of 4 years for all improvements following completion of construction. The bond shall be for a sum equal to the total amount of the project. The contractor shall also file with the City Engineer all other required acceptance checklist items including testing/inspection forms, lateral construction forms, as-built drawings, construction costs and engineering certificate of completion forms. The acceptance checklist and warranty bond form are provided at end of section.

PART 2 - PRODUCTS

2.02 PRECAST

- B. (ADD) Pre-cast manholes or parts of pre-cast manholes are preferred in lieu of building on the site.

2.03 CAST-IN-PLACE

- C. (ADD) Manholes will be constructed with no lift holes in the manhole sections.
- D. (ADD) Manholes shall be provided with gasketed joints conforming to ASTM C-443 for rubber "O" ring joints or be sealed with a double layer of a cold-applied mastic joint sealing compound recommended by the manufacturer for the intended use and approved by the Engineer. Comply with ASTM C 990.

2.09 MANHOLE OR INTAKE ADJUSTMENT RINGS (Grade Rings)

A. Use one of the following materials for grade adjustments of manhole or intake frame and cover assemblies:

1. Reinforced Concrete Adjustment Rings: Comply with ASTM C 478. Provide rings free from cracks, voids, and other defects. (ADD) Concrete adjustment rings will be sealed with a butyl mastic seal between each ring installed and

between rings and casting.

2. High Density Polyethylene Adjustment Rings: Comply with ASTM D 1248 for recycled plastic.
 - d. Install adjustment rings on clean, flat surfaces according to the manufacturer's recommendations with the proper butyl rubber sealant/adhesive (ADD) between each ring and manhole structure/casting.
3. Expanded Polypropylene Adjustment Rings: Comply with ASTM D 4819 for expanded polypropylene when tested according to ASTM D 2375.
 - d. (ADD) EPP adjustment rings shall be sealed with a moisture curing, polyether adhesive/sealant approved by the manufacturer between each ring and manhole structure/casting.

2.10 CASTINGS (Ring, Cover, Grate, and Extensions)

D. Casting Types:

4. (ADD) Manhole castings shall be provided with a minimum 24-inches clear opening.
5. (ADD) Standard sanitary manhole castings shall meet the requirements of MP-7.2, Type A. Manhole covers shall be provided with a rubber gasket to provide a self-sealing water tight lid when installed. Lids will be furnished with concealed pick holes. Floating castings shall be Type B and may be used with paving projects. Pre-Approved Type A castings are Neenah Foundry Company R-1642, R-1796-E, and R-1900-C; Deeter Foundry Inc. 1247; and East Jordan Iron Works 1040. Pre-Approved Type B castings are Neenah Foundry Company R-1673-B; Deeter Foundry Inc. 1185; and East Jordan Iron Works 1795 and Selflevel 1205 and 3025.
6. (ADD) Castings for manholes in waterways and flood plain locations shall meet the requirements of MP-7.2, Type C. Pre-Approved Type C castings are Neenah Foundry Company R-1916-F, Deeter Foundry Inc. 1247-B, and East Jordan Iron Works 1040 bolted.

2.11 ADDITIONAL MATERIALS FOR SANITARY SEWER MANHOLES

A. Infiltration Barrier:

5. (ADD) Manhole castings with EPP and HDPE adjustment rings properly assembled and sealed will not be required to have a separate casting seal. Manhole castings with concrete adjustment rings will require a separate casting seal.

2.13 STEPS

- A. ~~(DELETE) Provide steps in all circular, precast manholes unless otherwise specified in the contract documents~~ (ADD) Manhole steps will not be installed unless specifically called for on the detailed drawings. When called out on the plans, steps shall conform to the requirements shown thereon and as supplemented herein.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS FOR INSTALLATION OF MANHOLES AND INTAKES

F. Joint Sealant:

1. Sanitary Sewer Manholes:
 - a. Install rubber O-ring or profile gasket (precast structures) (ADD) or a double layer of a cold-applied mastic joint sealing compound.

3.08 (ADD) MARSHALLTOWN STANDARD DETAILS

A. Added the following details:

1. MP-5 Typical Sanitary Sewer Manhole Detail
2. MP-6 Typical Sanitary Sewer Drop Manhole Detail
3. MP-7.2 Typical Sanitary Sewer Manhole Casting Seal Detail

3.09 (ADD) DELETED SUDAS FIGURES

- A. 6010.306 Chimney Seals for Sanitary Sewer Manholes
- B. 6010.307 Drop Connection for Sanitary Sewer Manholes
- C. 6010.513 Open-sided Area Intake (Note: May be used with preapproval of Engineer if capacity cannot be matched by another inlet)

MARSHALLTOWN SPECIAL PROVISIONS
FINAL ACCEPTANCE CHECKLIST

- A. Manhole Vacuum testing – for Sanitary Sewers
- B. Warranty Bond – Storm Sewers (See Specifications Part I)
- C. TV Inspection – For Storm Sewer Pipe.
- D. As-Built Drawings – For Storm Sewers
- E. Engineering Certificate of Completion in accordance with the Plans and Specifications – Storm Sewers
- F. Contractors Cost of Construction Report - This is to meet the financial reporting requirements of the city (GASB 34)

LOW PRESSURE/VACUUM TESTING OF SANITARY MANHOLES

PROJECT NAME: _____

LOCATION: _____

CONTRACTOR: _____

LIST MANHOLE TESTED: DATE _____

Manhole No.: _____ Station: _____

Barrel Size: _____ or Dia.: _____

Depth: _____ (Rim to F/L)

Poured in Place _____ or Precast _____

No. of adjusting rings: _____

Manufacturer of Test Device: _____

Manufacturer's test procedure recommendations

TEST INFORMATION:

Low Pressure Method:

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

Vacuum Method

Initial Vacuum: _____ Hg

Starting Test Vacuum: _____ Hg

Ending Test Vacuum: _____ Hg

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

LIST MANHOLE TESTED: DATE _____

Manhole No.: _____ Station: _____

Barrel Size: _____ or Dia.: _____

Depth: _____ (Rim to F/L)

Poured in Place _____ or Precast _____

No. of adjusting rings: _____

Manufacturer of Test Device: _____

Manufacturer's test procedure recommendations

TEST INFORMATION:

Low Pressure Method:

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

Vacuum Method

Initial Vacuum: _____ Hg

Starting Test Vacuum: _____ Hg

Ending Test Vacuum: _____ Hg

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

LIST MANHOLE TESTED: DATE _____

Manhole No.: _____ Station: _____

Barrel Size: _____ or Dia.: _____

Depth: _____ (Rim to F/L)

Poured in Place _____ or Precast _____

No. of adjusting rings: _____

Manufacturer of Test Device: _____

Manufacturer's test procedure recommendations

TEST INFORMATION:

Low Pressure Method:

Initial Pressure: _____ psi

Starting Test Pressure: _____ psi

Ending Test Pressure: _____ psi

Test Duration: _____ Sec(s)

CONCLUSION: Complies: Yes _____ No _____

Vacuum Method

Initial Vacuum: _____ Hg

Starting Test Vacuum: _____ Hg

Ending Test Vacuum: _____ Hg

Test Duration: _____ Sec(s)

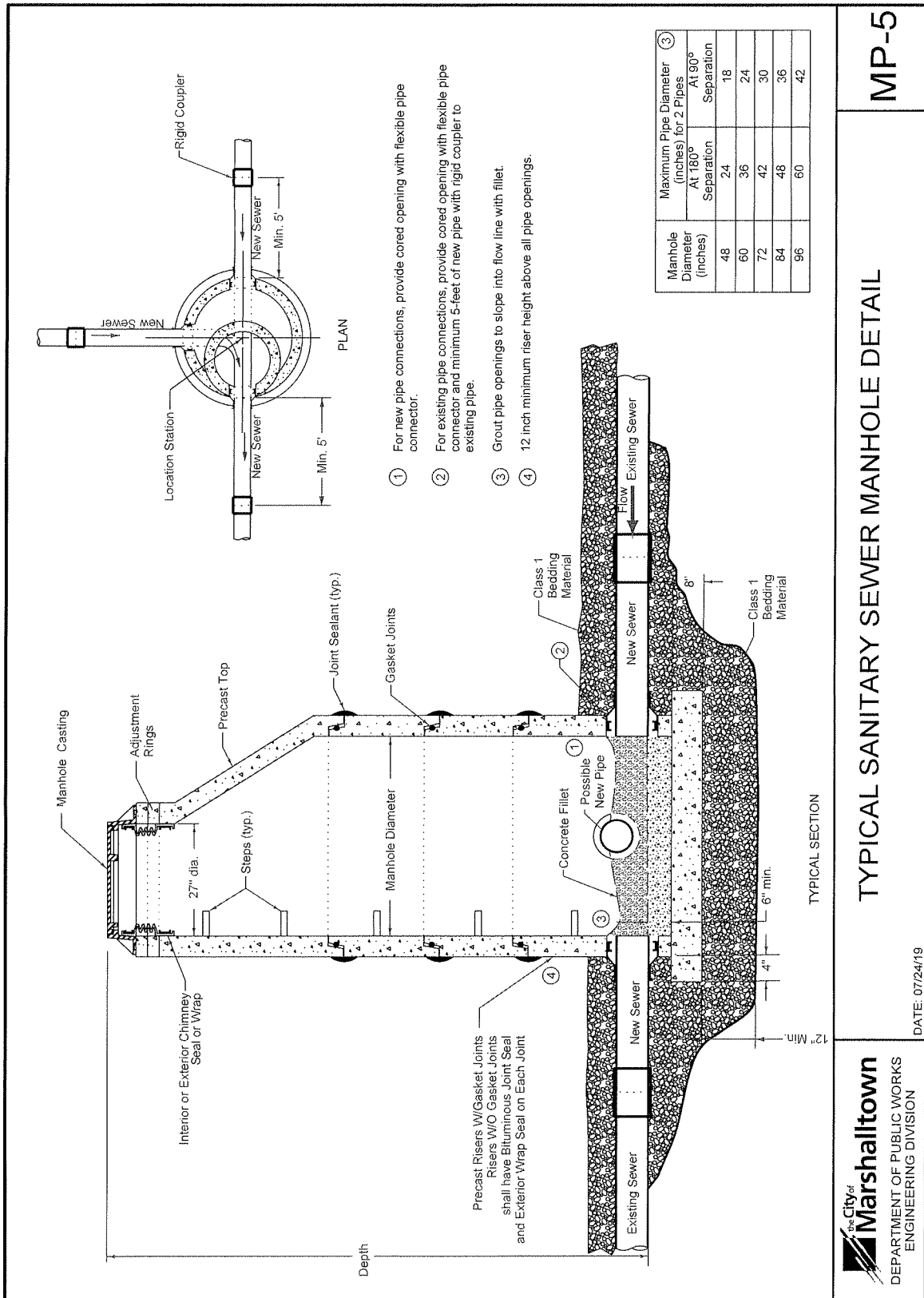
CONCLUSION: Complies: Yes _____ No _____

Testing procedures observed and
Information recorded by:

Results reviewed and affirmed by:

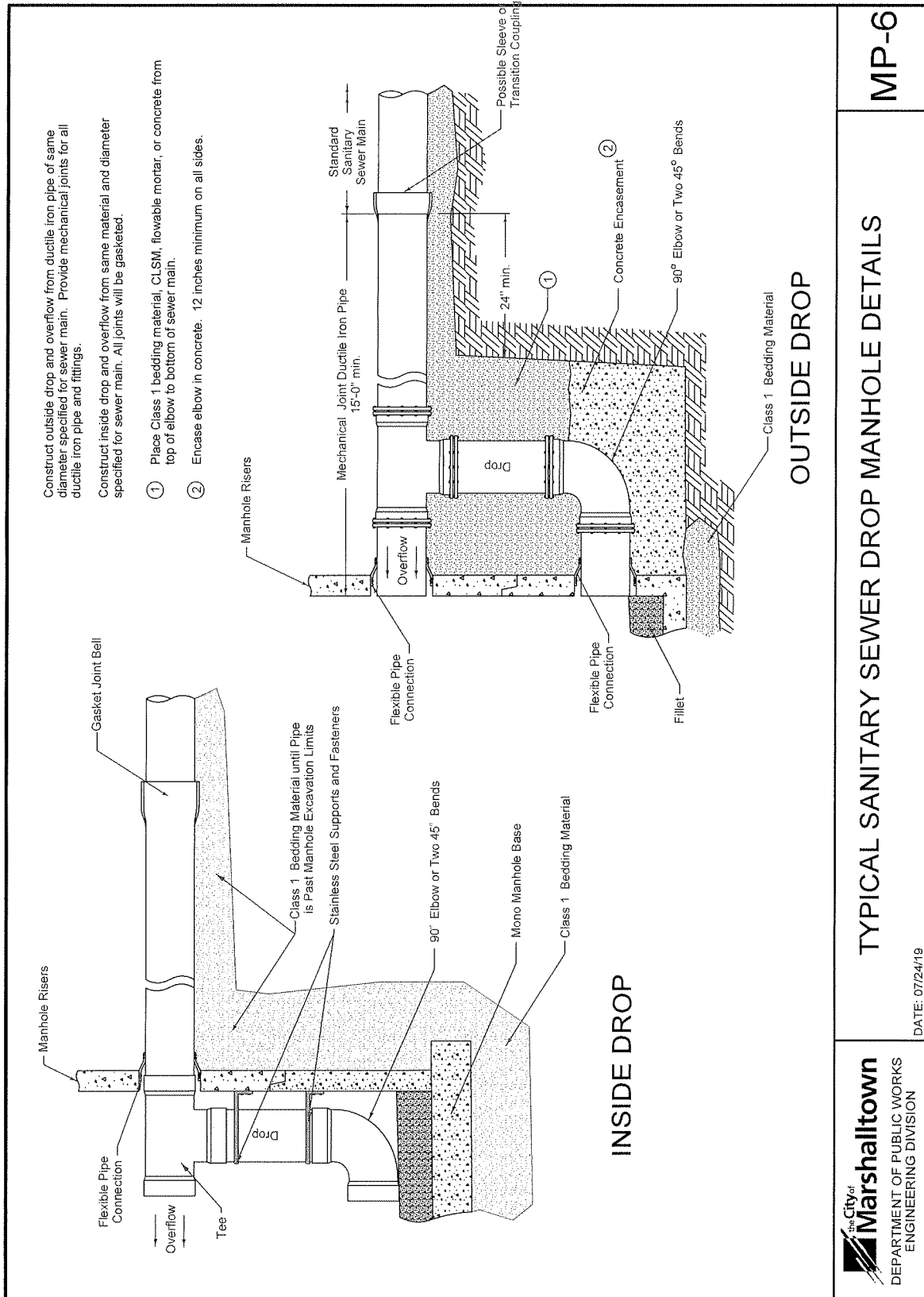
Project Representative

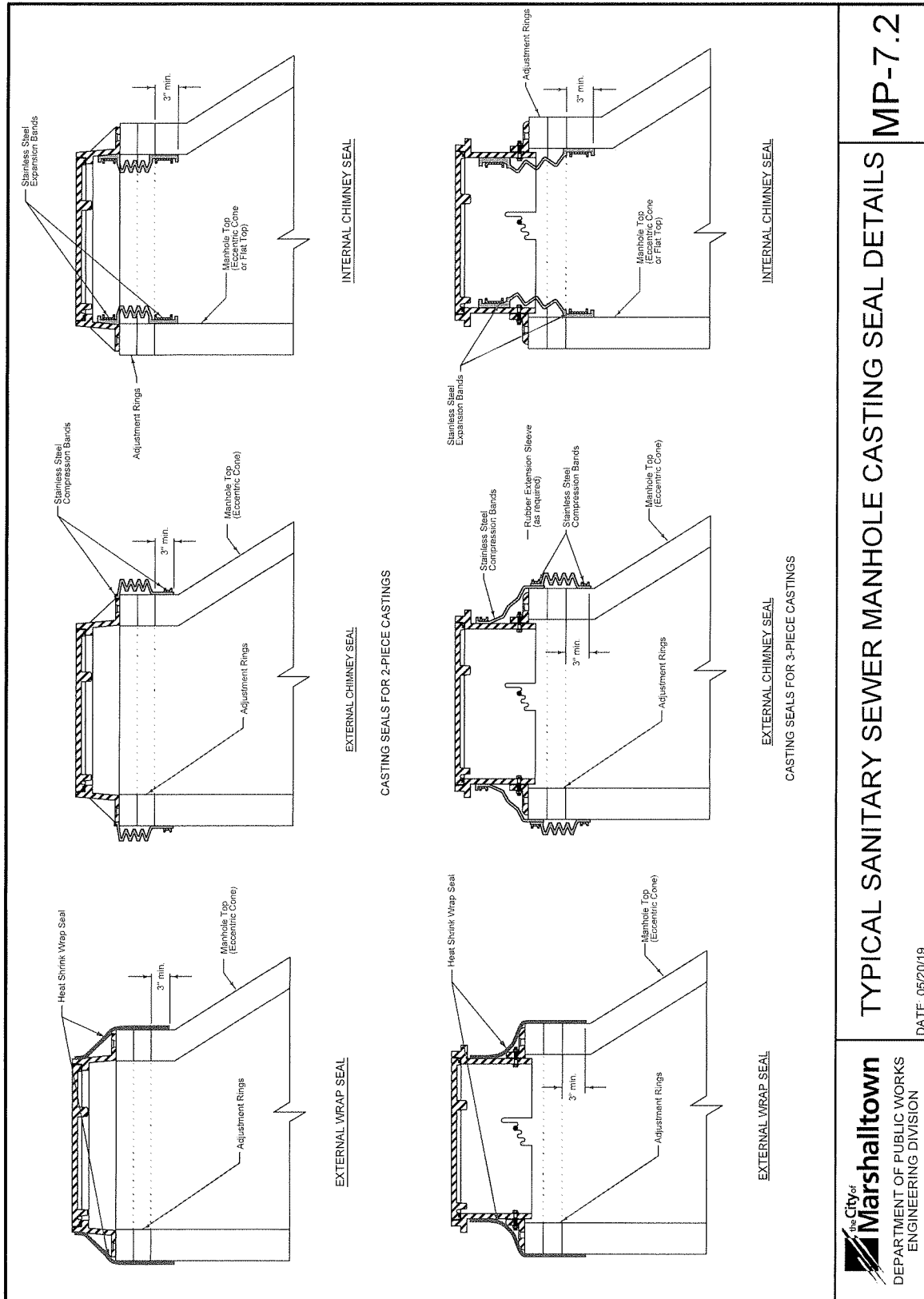
Project Engineer
City of Marshalltown, Iowa

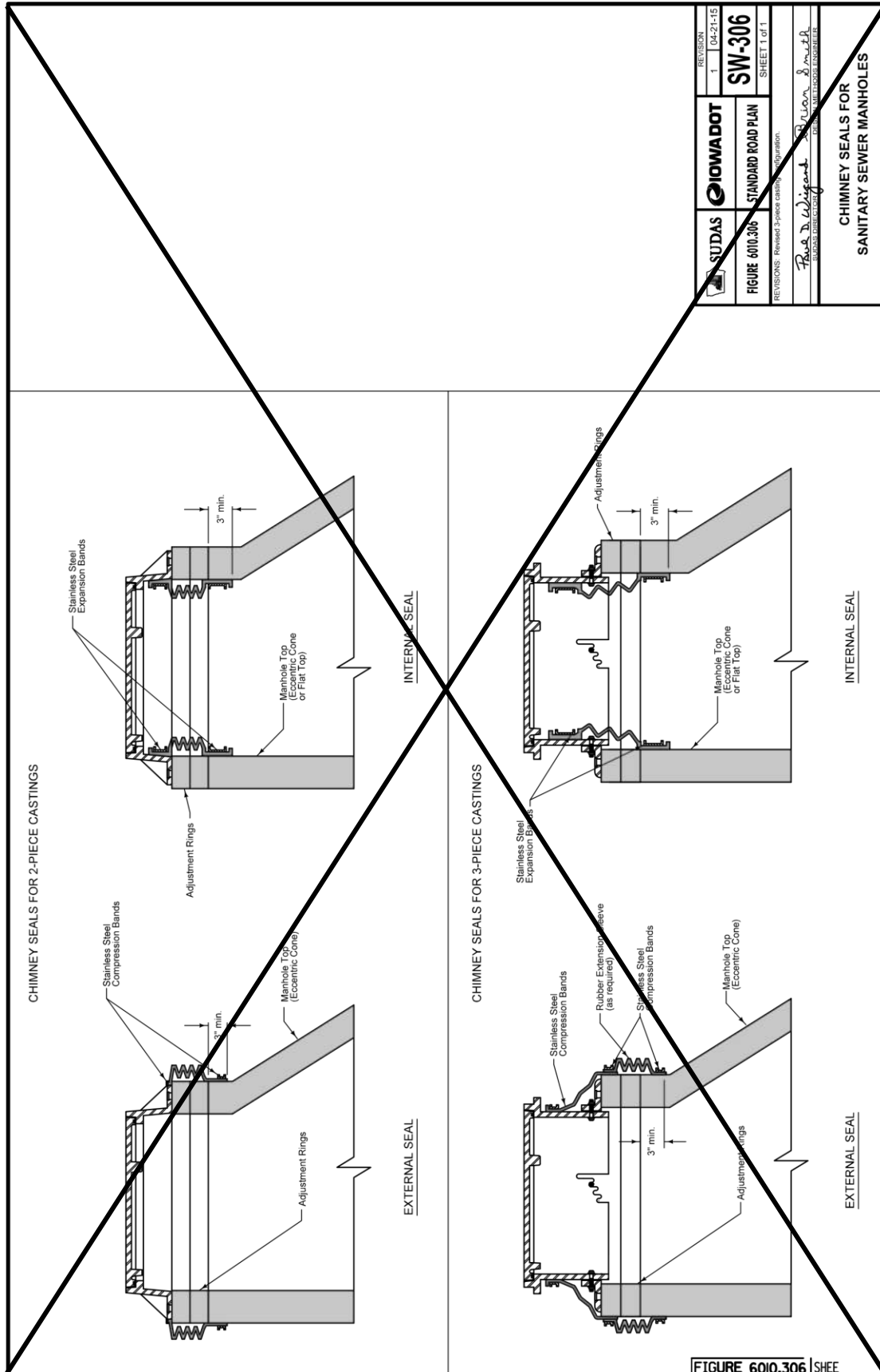


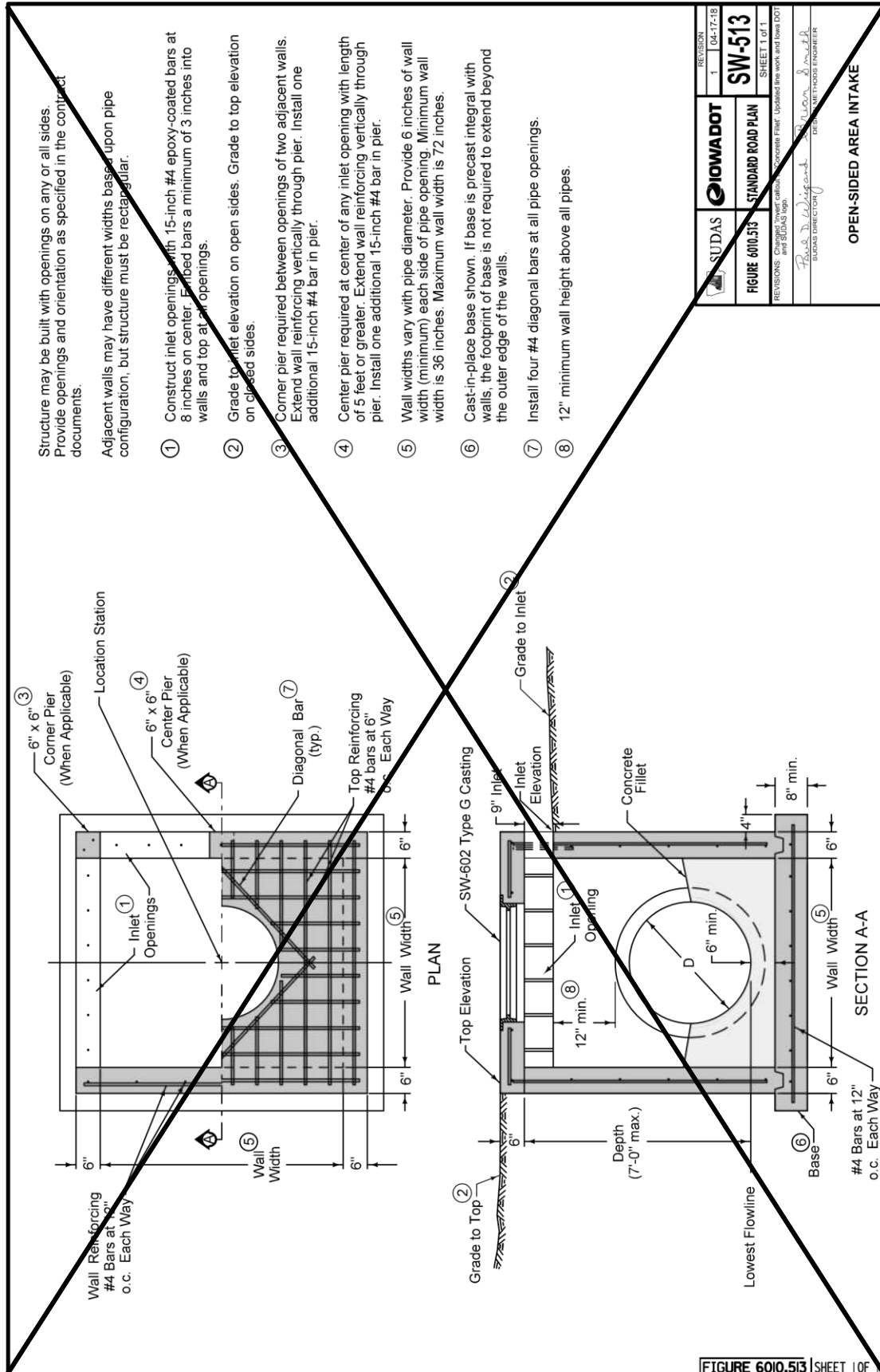
TYPICAL SANITARY SEWER MANHOLE DETAIL

MP-5









SECTION 6020 - REHABILITATION OF EXISTING MANHOLES

PART 1 - GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 6030 - CLEANING, INSPECTION, AND TESTING OF STRUCTURES

PART 1 - GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SUPPLEMENTAL DIVISION 7 - STREETS AND RELATED WORK

SECTION 7010 -PORTLAND CEMENT CONCRETE PAVEMENT

PART 1 - GENERAL

NO REVISIONS

PART 2 - PRODUCTS

2.01 (ADD) MATERIALS

P. Fiber Reinforcement – See Section 7011, 2.01. E.

PART 3 - EXECUTION

3.02 PAVEMENT CONSTRUCTION

C. Surface Fixture Adjustment:

1. Adjust manhole frames and other fixtures within area to be paved to conform to finished surface. Comply with Section 6010 (DELETE), 3.04 (ADD) and 6020 for manhole adjustments (DELETE) ~~and Section 5020, 3.04 for water fixture adjustments.~~

E. (ADD) Bar and Reinforcement Placement:

5. If noted on the plans, fiber mesh reinforcing shall be used with all concrete sidewalk and pavement. The fiber mesh shall be added at the rate of 1 bag per cubic yard or as otherwise recommended by the manufacturer. The fiber shall be added directly to the truck at the time of mixing.

I. Finishing:

5. Surface Treatment:

- b. ~~(DELETE) Surface Tining:~~ When surface tining is specified, use a longitudinal tining. Under special circumstances, when specified in the contract documents, transverse tining may be required.

~~1) Longitudinal:~~

- a) ~~Complete longitudinal surface tining using a machine with a wire broom or comb. For small or irregular areas, or during equipment breakdown, hand methods may be used. Use a broom or comb with a single row of tines 1/8 inch (+/- 1/64 inch) in width and uniformly spaced at 3/4 inch intervals. The depth of the grooves must be a minimum of 1/8 inch to a maximum of 3/16 inch in the plastic concrete.~~
- b) ~~Use equipment with horizontal and vertical string line controls to ensure straight grooves.~~

- ~~c) Conduct this operation at such time and in such manner that the desired surface texture will be achieved while minimizing displacement of the larger aggregate particles and before the surface permanently sets.~~
- ~~d) At longitudinal joints, leave a 2 to 3 inch wide strip of pavement surface (centered along the joint) that is not grooved for the length of the joint.~~

~~2) Transverse:~~

- ~~a) If transverse surface tining is required or allowed, use a machine with a wire broom or comb. For small or irregular areas, or during equipment breakdown, hand methods may be used. Use a broom or comb with a single row of tines 1/8 inch (+/- 1/64 inch) in width and randomly spaced from 3/8 inch to 1 5/8 inch with no more than 50% of the spacing exceeding 1 inch. The depth of the grooves must be a minimum of 1/8 inch to a maximum of approximately 3/16 inch in the plastic concrete.~~
- ~~b) Conduct this operation at such time and in such manner that the desired surface texture will be achieved while minimizing displacement of the larger aggregate particles and before the surface permanently sets.~~
- ~~c) Where abutting pavement is to be placed, the tining should extend as close to the edge as possible without damaging the edge.~~
- ~~d) If abutting pavement is not to be placed, do not tine the 6 inch area nearest the edge or 1 foot from the face of the curb.~~

3.03 CURB AND GUTTER CONSTRUCTION (DELETE) (See Figure 7010.102 (ADD) MD-2 Curb and Gutter Details.)

- B. Use a paving machine for curb and gutter. For curb and gutter sections less than 250 feet, hand finish methods may be used (ADD) if approved by the City Engineer.

3.04 PAVEMENT PROTECTION

- A. Weather Conditions: Do not place concrete when stormy or inclement weather or temperature prevents good workmanship. Temperature restrictions and protection requirements may be modified by the Engineer under unusual conditions.

1. Cold Weather:

- 2) Stop mixing and placing when the air temperature is 38°F or less and falling or if the temperature stops rising and does not reach 38°F.
- a) (ADD) When air temperature falls below 38°F, paving may continue if Contractor follows the requirements set forth in ACI 306 for cold weather concrete.

- b) (ADD) ACI 306 will require specific temperatures of the concrete mixture for placement and curing. If these minimum temperatures cannot be maintained, concrete placement will not be allowed to continue.
- c) (ADD) For reference, the temperature requirements are provided in the following table from ACI 306R-10:

(ADD) Table 5.1—Recommended Concrete Temperatures

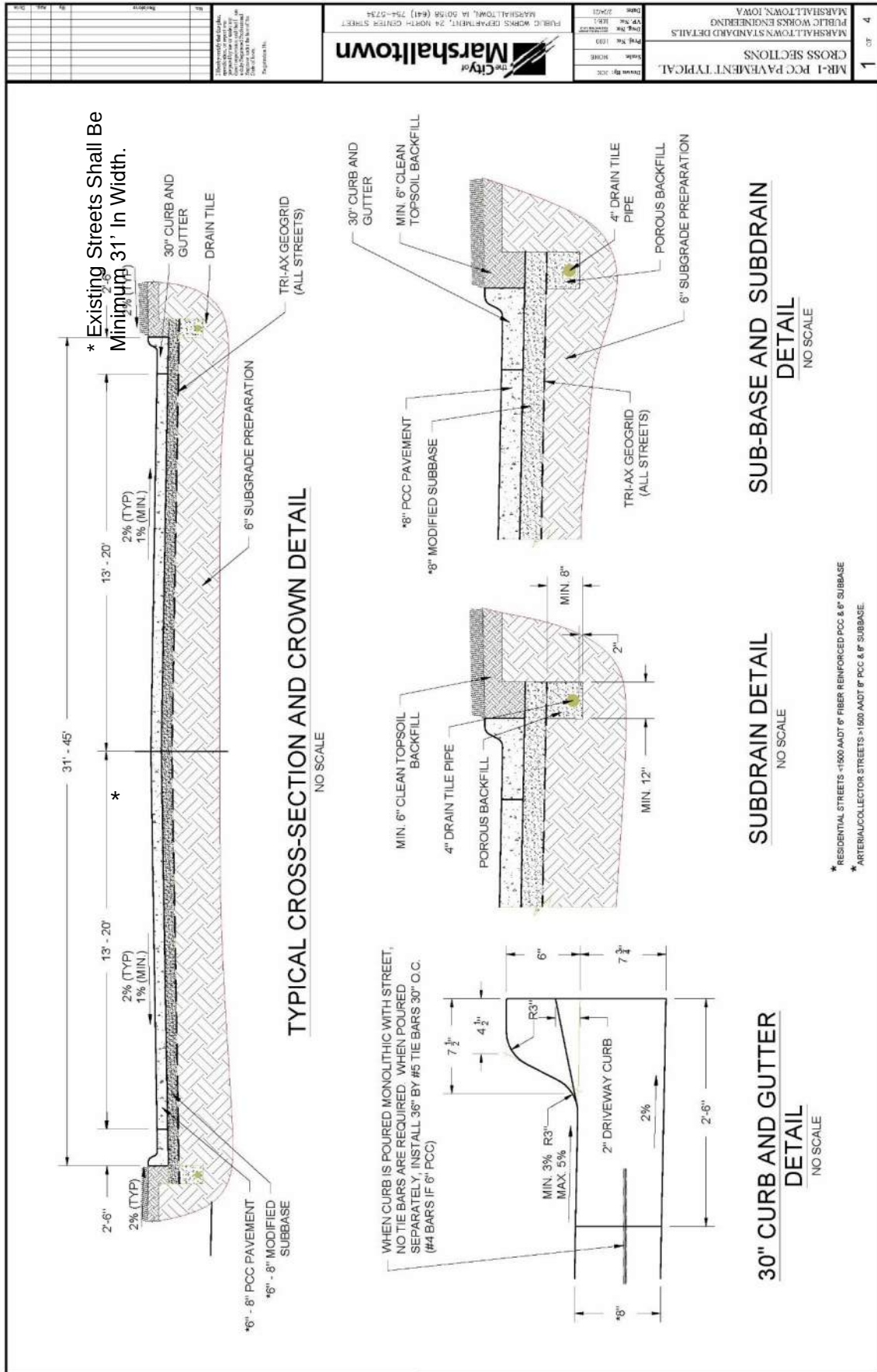
		Section size, minimum dimension			
		< 12 in. (300 mm)	12 to 36 in. (300 to 900 mm)	36 to 72 in. (900 to 1800 mm)	> 72 in. (1800 mm)
Line	Air Temperature	Minimum concrete temperature as placed and maintained			
1		55°F (13°C)	50°F (10°C)	45°F (7°C)	40°F (5°C)
		Minimum concrete temperature as mixed for indicated air temperature *			
2	Above 30°F (-1°C)	60°F (16°C)	55°F (13°C)	50°F (10°C)	45°F (7°C)
3	0 to 30°F (-18 to -1°C)	65°F (18°C)	60°F (16°C)	55°F (13°C)	50°F (10°C)
4	Below 0°F (-18°C)	70°F (21°C)	65°F (18°C)	60°F (16°C)	55°F (13°C)
5		Maximum allowable gradual temperature drop in first 24 hours after end of protection			
		50°F (28°C)	40° (22°C)	30°F (17°C)	20°F (11°C)

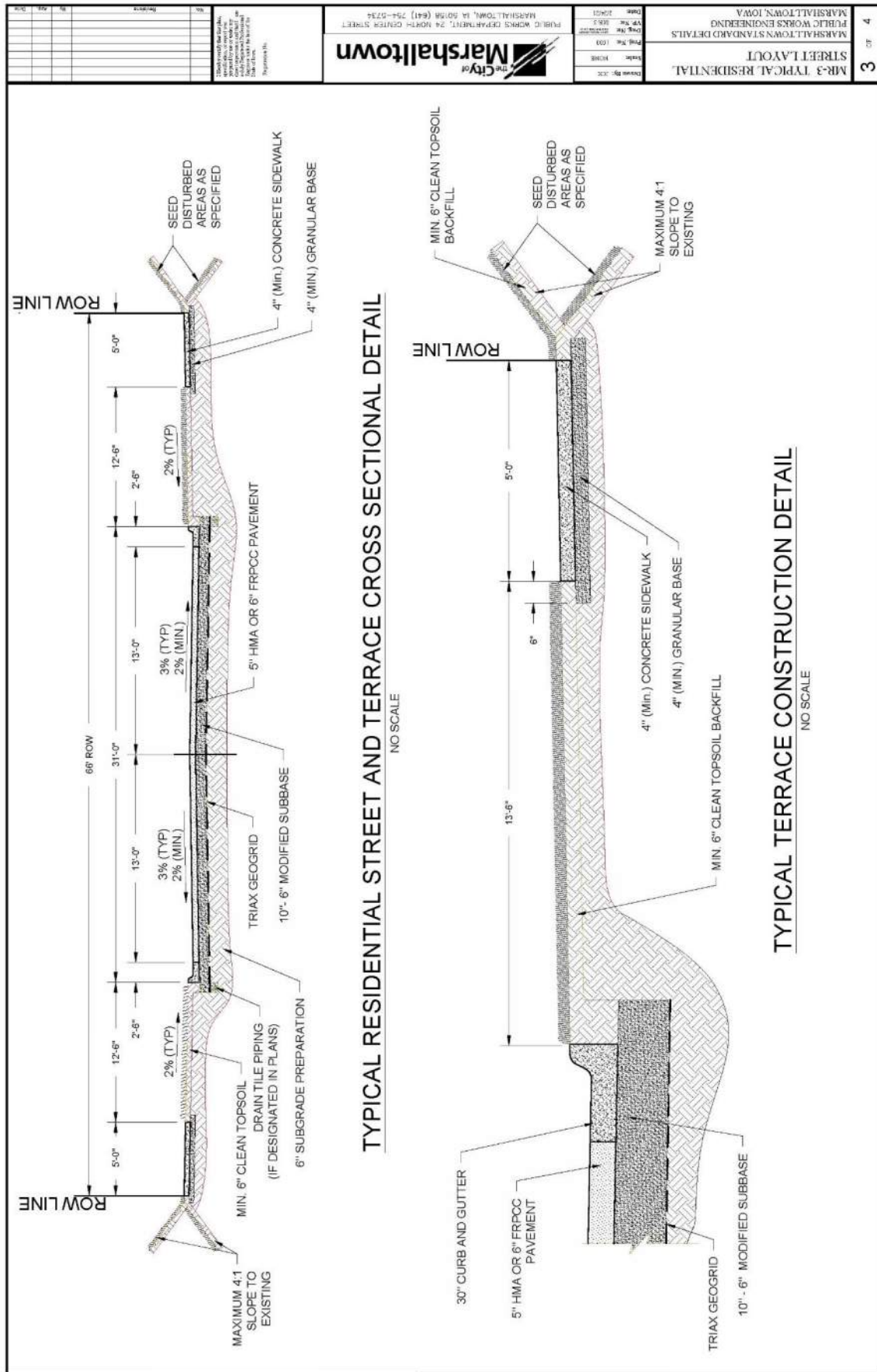
* For colder weather, a greater margin in temperature is provided between concrete as mixed and required minimum temperature of fresh concrete in place.

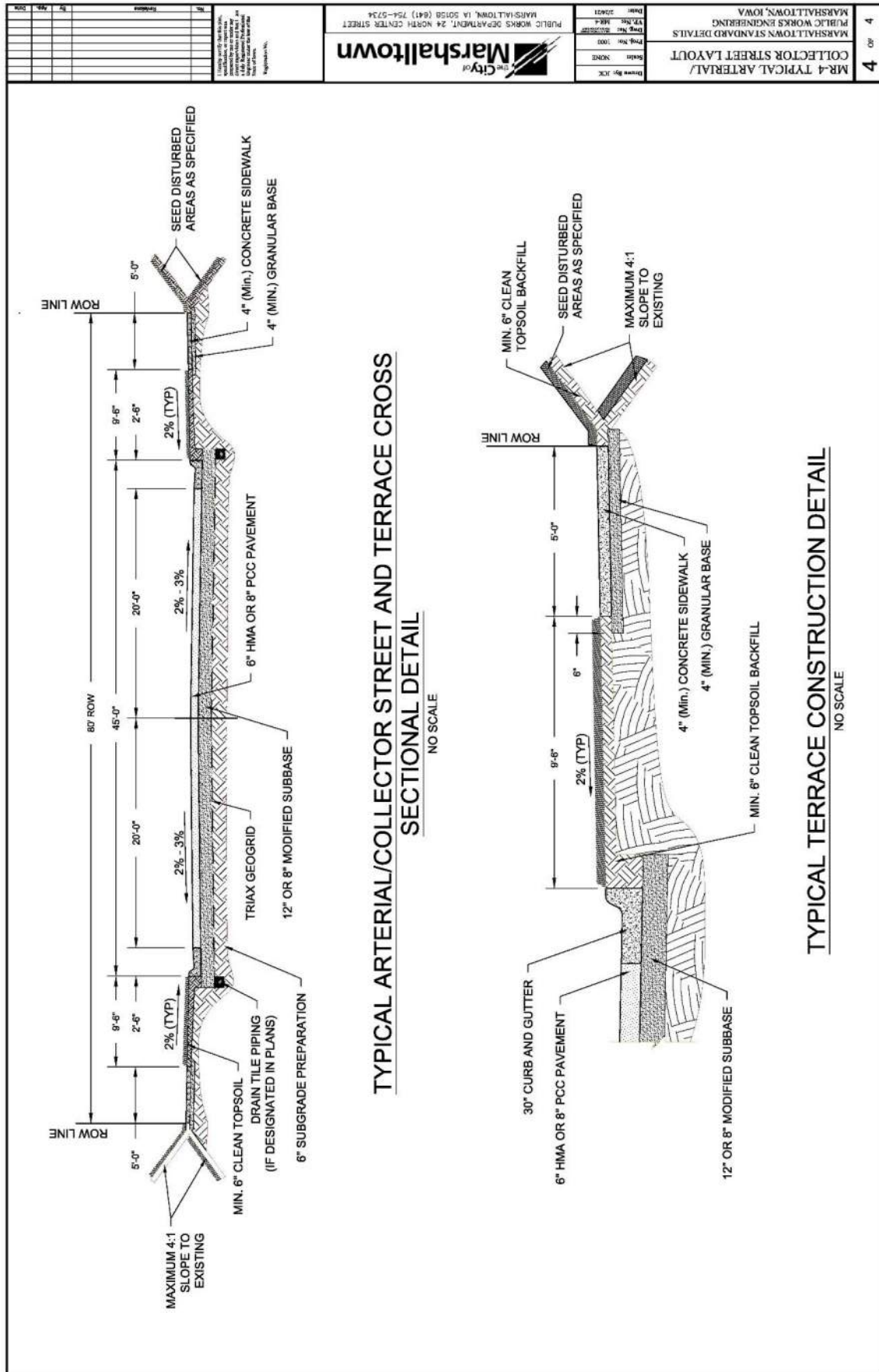
3.08 (ADD) MARSHALLTOWN STANDARD DETAILS

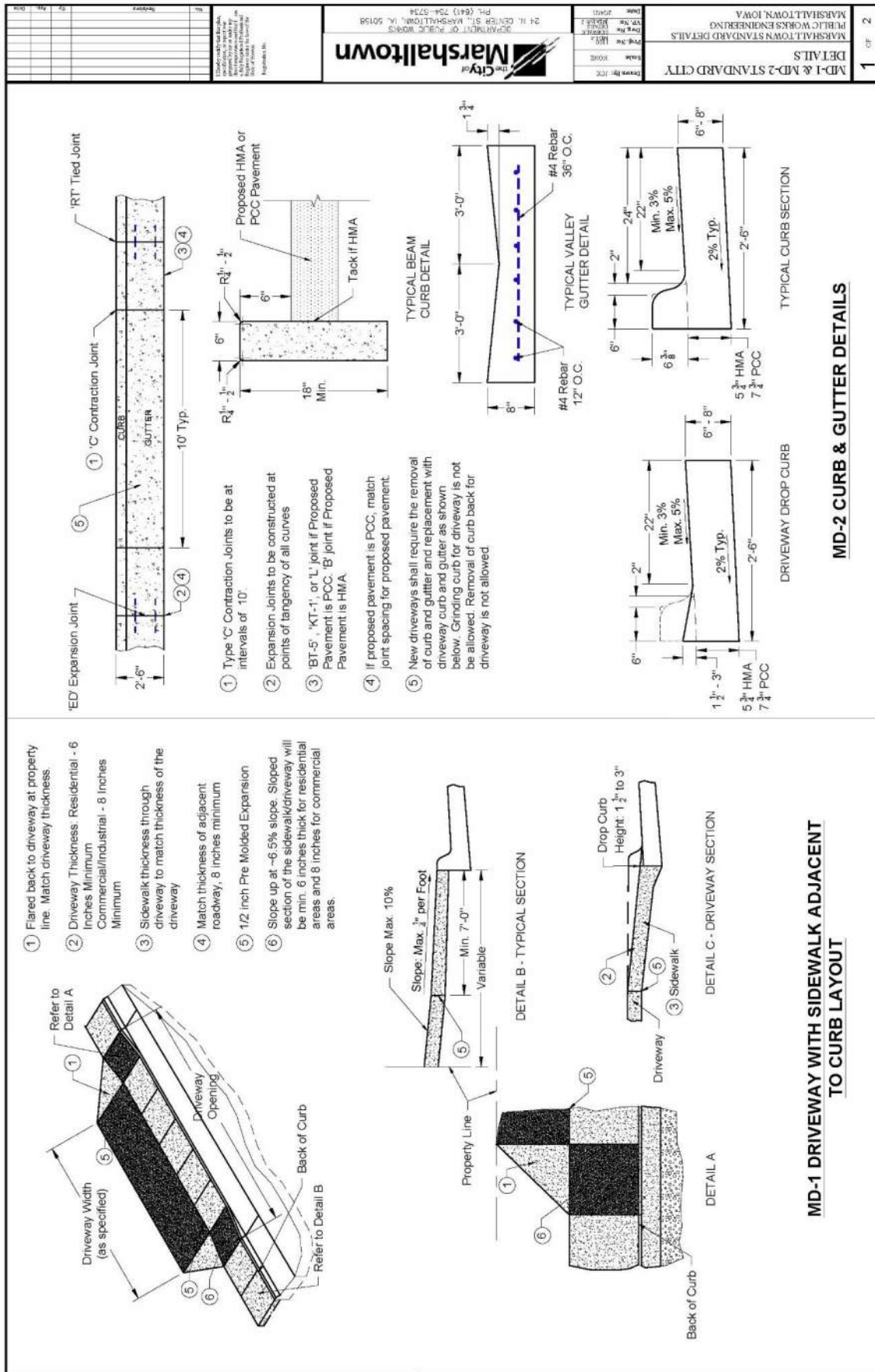
A. Added the following details:

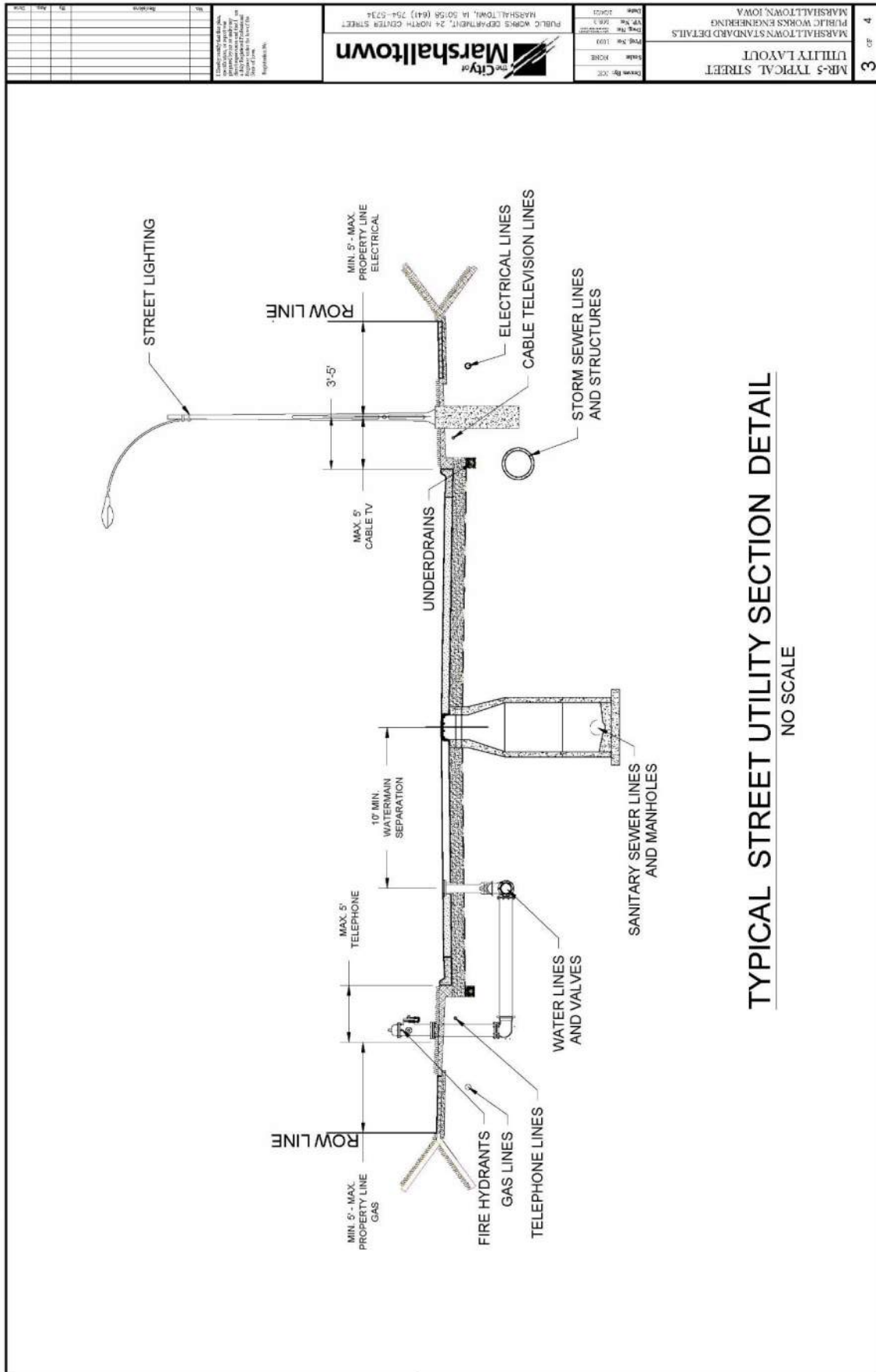
1. MR-1 PCC Pavement Typical Cross Sections
2. MR-3 Typical Residential Street Layout
3. MR-4 Typical Arterial/Collector Street Layout
4. MD-2 Typical Curb and Gutter Details
5. MR-5 Typical Street Utility Section Detail
6. MR-6 Typical Street Intersection Detail

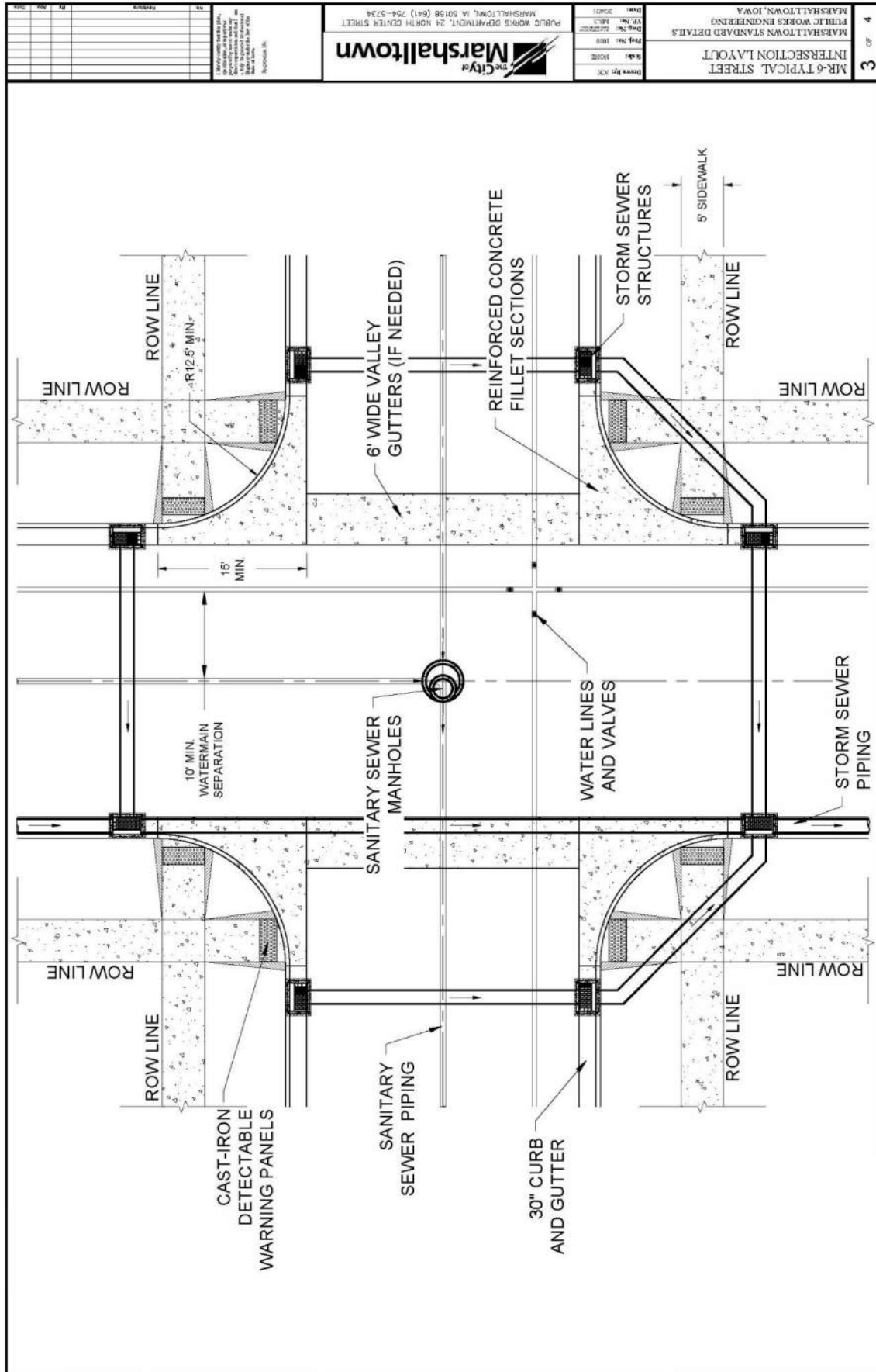












SECTION 7011 - PORTLAND CEMENT CONCRETE OVERLAYS

PART 1 - GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 7020 - HOT MIX ASPHALT PAVEMENT

PART 1 - GENERAL

NO REVISIONS

PART 2 - PRODUCTS

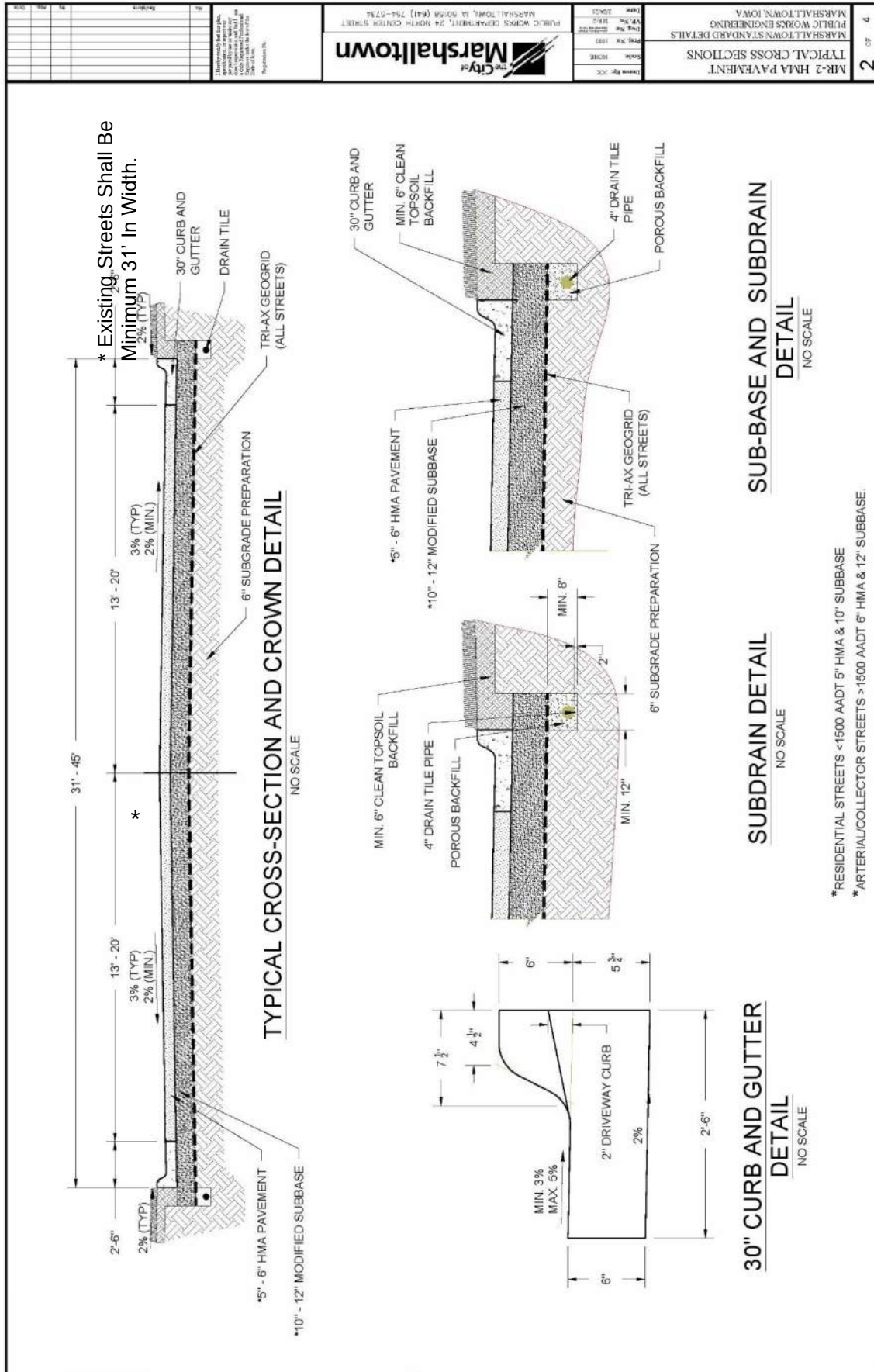
NO REVISIONS

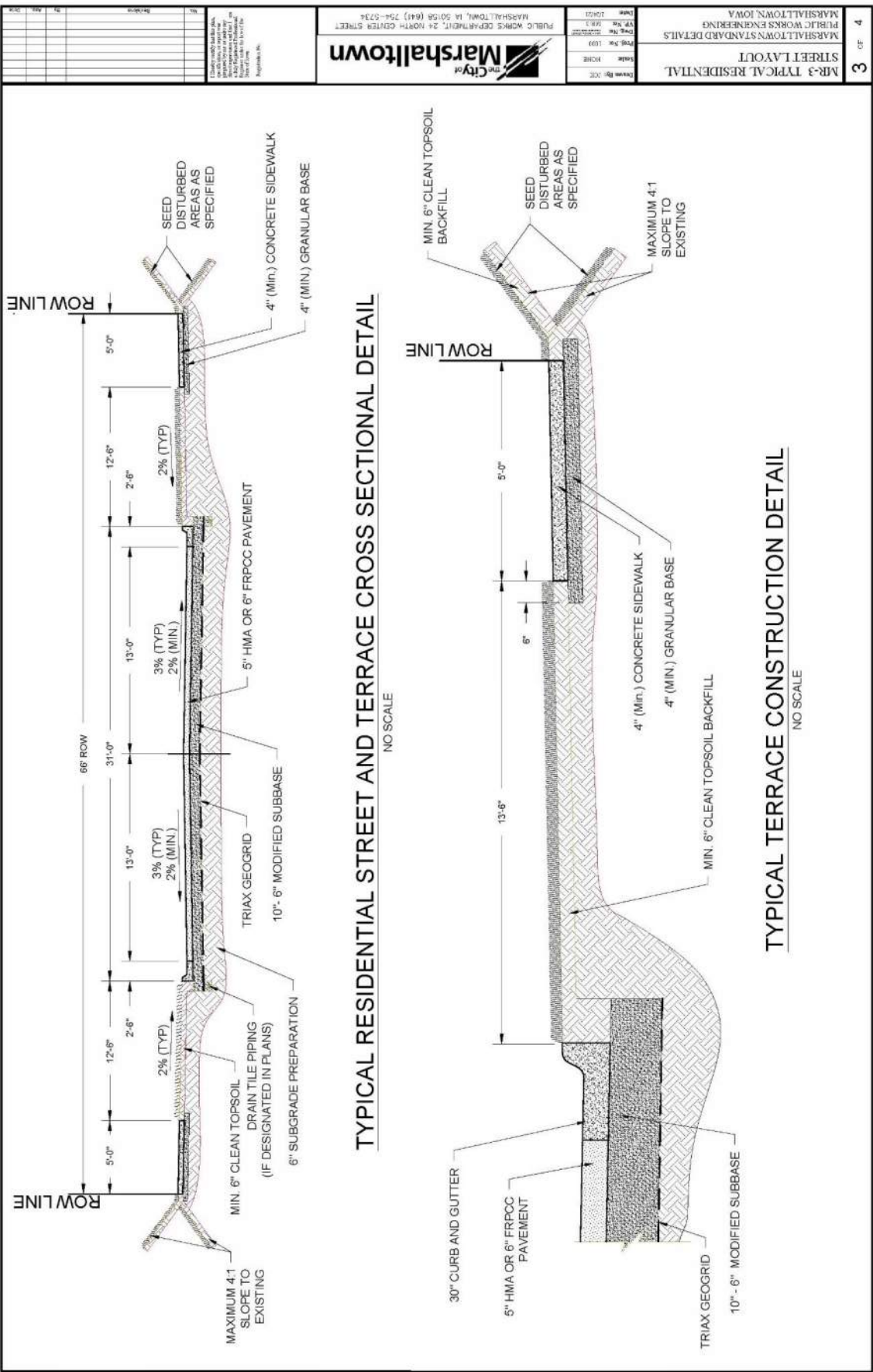
PART 3 - EXECUTION

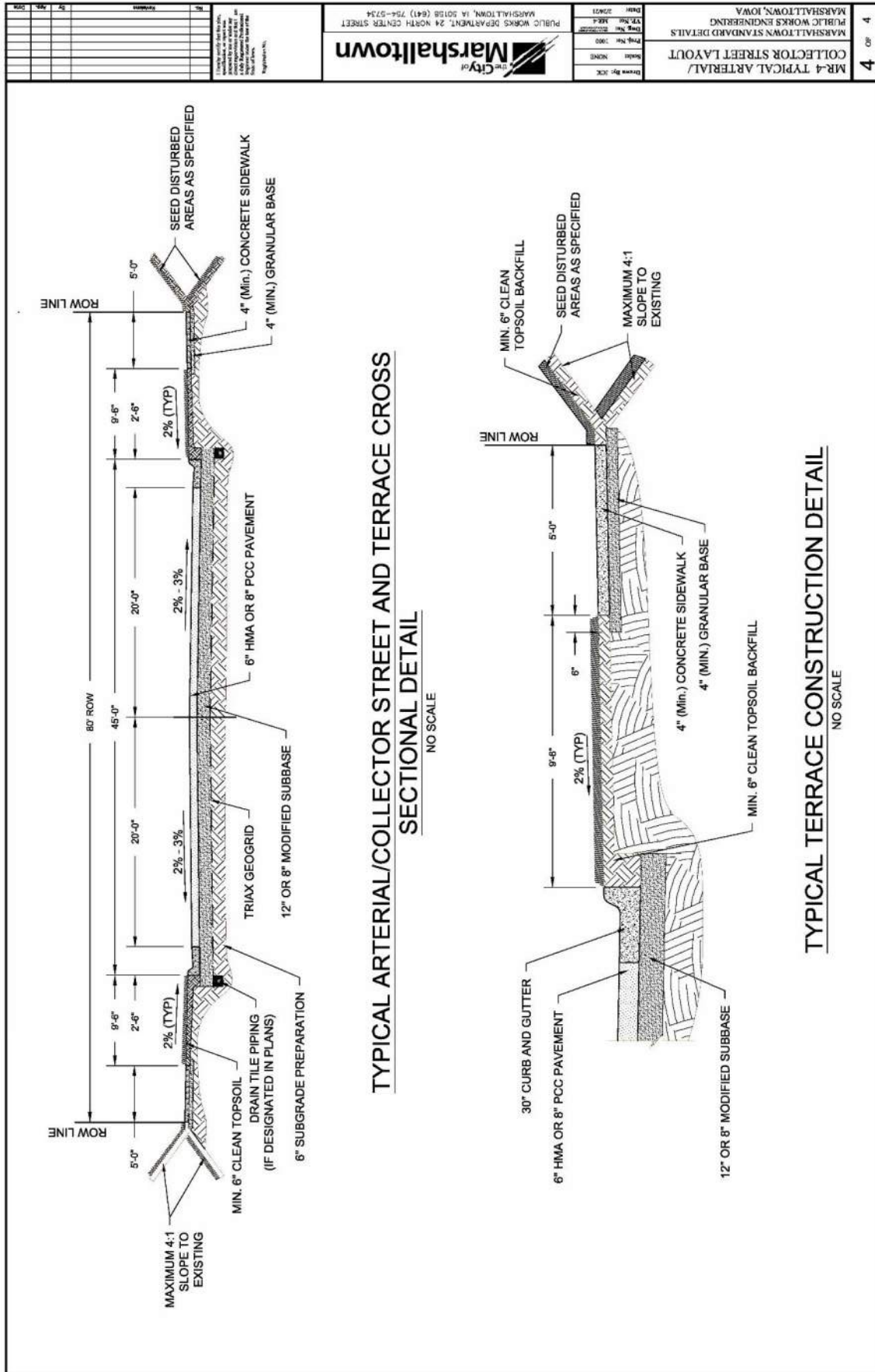
3.09 (ADD) MARSHALLTOWN STANDARD DETAILS

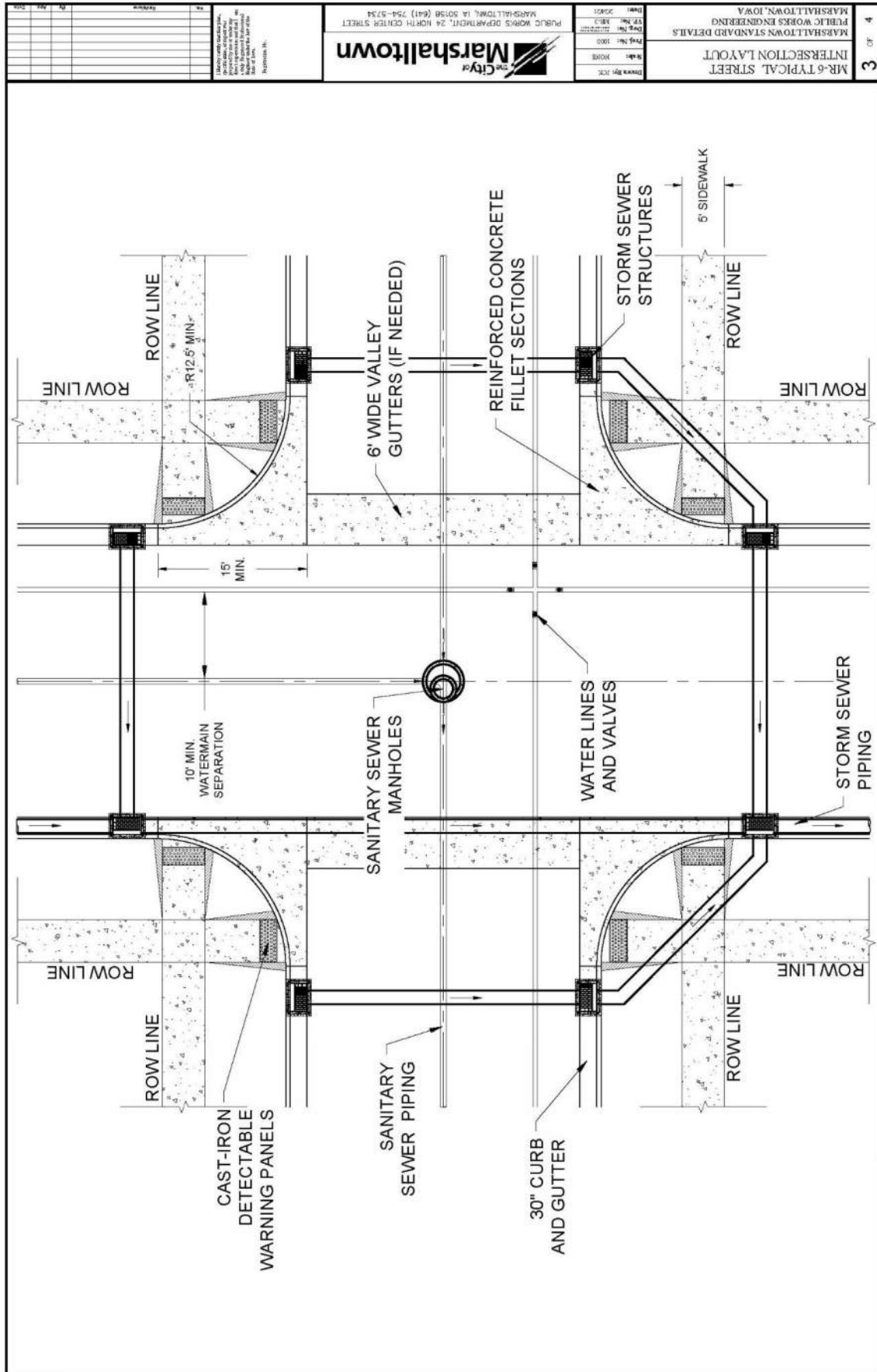
A. Added the following details:

1. MR-2 HMA Pavement Typical Cross Sections
2. MR-3 Typical Residential Street Layout
3. MR-4 Typical Arterial/Collector Street Layout
4. MR-6 Typical Street Intersection Detail









SECTION 7021 - HOT MIX ASPHALT OVERLAYS

PART 1 - GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 7030 - SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS

PART 1 - GENERAL

NO REVISIONS

PART 2 - PRODUCTS

2.01 PORTLAND CEMENT CONCRETE

- A. Class (DELETE) B or C concrete with materials complying with Section 7010. Use coarse aggregate of Class 2 durability or better.
- B. Comply with the following for PCC mixes for sidewalks, shared use paths, and driveways unless otherwise approved by the Engineer.

Table 7030.01: PCC Mixes

Type of Concrete	Machine Finish	Hand Finish
	Class (DELETE) B or C	Class (DELETE) B or C
Slump Minimum	1/2 in.	1/2 in.
Slump Maximum	2 1/2 in.	4 in.
Percent Air Content		
• Target	7%	7%
• Minimum	6%	6%
• Maximum	8 1/2%	8 1/2%

- C. (ADD) Fiber Reinforcement – See Section 7011, 2.01. E.

2.07 DETECTABLE WARNINGS

- A. (DELETE) ~~Use manufactured detectable warning panels with a non-slip surface and raised truncated domes. Comply with the Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-Way (also known as PROWAG) for~~

~~contrast and dimension requirements. Also comply with Iowa DOT Materials I.M. 411.~~

- A. (ADD) Detectable warning surfaces are a requirement of the Americans with Disabilities Act (ADA) and required when construction and altering curb ramps and street pavement. The Truncated domes are the only detectable warnings allowed by ADA.
- B. (ADD) Detectable warnings shall consist of cast-iron or steel panels with a minimum width of 24-inches and lengths of 24-inches and/or 30-inches. The panels shall be slip resistant and extend the full width of the curb ramp.
- C. (ADD) Panels shall be provided with anchors for casting into concrete surfacing.
- D. (ADD) Per ADA guidelines, the truncated domes shall be aligned in a square pattern and have a maximum 1.4-inch base diameter and a height of 0.2-inch. They shall be spaced 2.4-inches apart from one another and have a base-to-base spacing of at least 0.65-inch.
- E. (ADD) The visual contrast between adjoining surfaces shall be satisfied with a natural patina.

2.10 (ADD) CONCRETE CURING COMPOUND

A. General:

- 1. Comply with ASTM C 309. White pigmented compounds are typically used for most construction. However, clear compounds may be used adjacent to businesses and homes to reduce tracking problems.

B. Sprayability:

- 1. Use compounds of a consistency that they can be readily applied by spraying to a uniform coating at a material temperature above 40°F.
- 2. Moisture Retention:
- 3. White pigmented liquid curing compounds, when tested in accordance with ASTM C156 using an application rate of 200 square feet per gallon shall restrict the loss of water to not more than 0.20 kg/m² in 24 hours or 0.40 kg/m² in 72 hours.

C. Drying Time:

- 1. Use liquid curing compounds that:
 - a. Dry to the touch in no more than 4 hours, and
 - b. Do not track off the concrete when walked upon after 12 hours.
- D. White Pigmented Compounds.
- 1. Use compounds consisting of finely ground white pigment and vehicle, ready mixed for use without alteration.
- 2. Ensure the pigment does not settle excessively or cake in the container, and thicken in storage to cause a change in consistency which may result in a

non-uniform spray.

3. Use a compound that after being sprayed on a test slab and drying has an apparent daylight reflectance no less than 60% relative to magnesium oxide.
4. Agitate the compound just prior to it being removed from the container. Agitate it continuously during application.

E. Clear Compounds:

1. Apply the following in lieu of other requirements of this section:
2. Use clear liquid membrane curing compounds complying with the requirements of ASTM C309, Type 1-D, Class A. Use only one type of compound on a structure. Do not use different compounds on the same structure.
3. Agitate the compound just prior to it being removed from the container. Agitate it continuously during application.

2.11 (ADD) GRANULAR SUBBASE MATERIAL

A. Aggregate of the following types:

1. Crushed stone.
2. Gravels of which 30% or more of the particles retained on the 3/8-inch sieve have at least one fractured face as specified in Iowa DOT Materials I.M. 305.
3. Crushed PCC pavement meeting the requirements specified in Iowa DOT Materials I.M. 210, or
4. Uniformly blended combinations of these materials.

B. Gradation:

1. Crushed material: Meet the requirements for Gradation No. 12a of the Aggregate Gradation Table, specified in Iowa DOT Article 4109.02.
2. Gravel: Meet the requirements for Gradation No. 12b of the Aggregate Gradation Table, specified in Iowa DOT Article 4109.02.

C. Quality:

1. The requirements of the following table apply to the individual virgin aggregates before combining:

(ADD) Coarse Aggregate Quality (Virgin Material)

Coarse Aggregate Quality	Maximum Percent Allowed	Test Method
Abrasion	50	AASHTO T 96
Alumina ^(a)	1.5	Office of Materials Test Method No. Iowa 222
A Freeze	25	Office of Materials Test Method No. Iowa 211, Method A

(ADD) Coarse Aggregate Quality (Virgin Material)

Coarse Aggregate Quality	Maximum Percent Allowed	Test Method
(a) If the Alumina value fails, determine the A Freeze value for specification compliance. Office of Materials Test Method No. Iowa 222 does not apply to gravel.		

PART 3 - EXECUTION

3.04 PCC SIDEWALKS, SHARED USE PATHS, AND DRIVEWAYS

- A. Form Setting: Comply with Section 7010 with the following additional requirements and exceptions.
 - 2. Wood forms are allowed. (ADD) Wood forms shall be full height of concrete depth, i.e., wood forms for 4-inches depth sidewalk shall not be a standard industry 1x4 or 2x4.
 - 5. Measure or stake as required to construct project elements. If either of the following is met and construction survey is not a bid item, the Contracting Authority will verify that form work complies with the design requirements:
 - c. (ADD) The design cross slope of the sidewalk, turning space, or shared use path shall not exceed 2.0% or be less than 1.0%.
 - d. (ADD) The design cross slope of any driveway crossing a sidewalk or shared use path shall not exceed 2.0% or be less than 1.0%.
 - e. (ADD) The design cross slope of driveways located between the street and the sidewalk shall not be more than 10% nor less than 1.0%.
- B. Concrete Pavement Placement:
 - 3. Driveways: Comply with Figures (ADD) MD-1, MD-2, 7030.101 and 7030.102 and Section 7010. The use of a paving machine is not required.
- E. Form Removal: Comply with Section 7010 (ADD) and.
 - 1. (ADD) Timing:
 - a. Remove forms after the initial set of the concrete has taken place.
 - b. Remove stakes and forms with care to prevent cracking, spalling, or over stressing concrete. If damage does occur, repairs will be made as required by the Engineer.
 - 2. (ADD) Honeycomb Repair:
 - a. When the forms are removed, fill honeycombs with mortar composed of one (1) part cement and two (2) parts fine aggregate by weight.
 - b. If the honeycombing is to the degree and nature that it is considered by the Engineer as defective work, remove and replace at no additional cost to the City.

3. (ADD) Remove all excess concrete from areas along forms and/or backfill area. No excess concrete shall be allowed along edges of sidewalks, trails or curbing.
4. (ADD) In the area adjacent to the new concrete, immediately place backfill after the forms are removed. Construct dams or other protection to ensure that no saturation or erosion of the subgrade under or near the surfacing occurs. This may include check dams, pumping, etc.
5. (ADD) Material used for backfilling shall be free from spongy or vegetative substances, rocks, asphalt, broken concrete, frozen material or any other debris. The top six (6) inches shall be a soil suitable for growing grass.

F. Jointing:

2. Transverse Contraction Joints:

a. Shared Use Paths (ADD) and Sidewalks:

- 1) Space transverse joints equal to the width of the shared use path, or as specified in the contract documents.
- ~~2) (DELETE) Saw contraction joints according to Section 7010.~~
- 2) Saw contraction joints within 12-hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness.
- 3) Use a straightedge if joints are sawed with a hand-held saw.

b. ~~(DELETE) Sidewalks and Driveways:~~

- 1) ~~(DELETE) Space sidewalk contraction joints equal to the width of the sidewalk.~~ (ADD) Space driveway contraction joints to match sidewalk joints whenever possible. Joints shall be spaced to form rectangular panels where the long dimension does not exceed 1-½ times the short dimension. In no case will the panel length exceed 9-feet for 6-inches of concrete or 12-feet for 8-inches of concrete.
- 2) ~~(DELETE) Space driveway contraction joints so panel length does not exceed 12 feet.~~ (ADD) Contraction joints shall be sawn within 12-hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness.
- 3) ~~(DELETE) Form transverse contraction joints to a depth of 1 1/4 inches with a pointed trowel or jointing tool. In lieu of forming, joints may be sawed within 12 hours of placement with a 1/8 inch blade saw to a depth of 1/3 the pavement thickness.~~ (ADD) Use a straightedge if joints are sawn with a hand-held saw.

3. Longitudinal Contraction Joints:

- a. Shared Use Paths and Sidewalks: Saw joint to 1/8 inch wide and to a depth of 1/3 the pavement thickness.

- 1) (ADD) Longitudinal contraction joints will be placed when the width of the path/sidewalk exceeds 6-feet for 4-inches concrete or 9-feet for 6-inches concrete.
- 2) (ADD) Contraction joints shall be sawn within 12-hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawn with a hand-held saw.

b. Driveways:

- 1) (DELETE) ~~Space longitudinal contraction joints so panel width does not exceed 12 feet.~~ (ADD) Space longitudinal contraction joints so panel length or width does not exceed 9-feet for 6-inches of concrete or 12-feet for 8-inches of concrete.
- 2) (DELETE) ~~Form longitudinal contraction joints to a depth of 1 1/4 inches with a pointed trowel or jointing tool. In lieu of forming, joints may be sawed with a 1/8 inch blade saw to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawed with a hand-held saw.~~ (ADD) Contraction joints shall be sawn within 12 hours of placement with a 1/8-inch blade saw to a depth of 1/3 the pavement thickness. Use a straightedge if joints are sawn with a hand-held saw.

G. (ADD) Granular Base:

1. (ADD) Shared Use Paths and Sidewalks will be placed on a minimum of 4-inches of compacted granular base.
2. (ADD) Driveways shall be placed on a minimum of 6-inches of compacted granular base.
3. (ADD) Granular Base shall be compacted to a minimum 98% Standard proctor density at a moisture content of $\pm 3\%$ of optimum moisture as determined by ASTM D698.

3.13 (ADD) SIDEWALK GRADES

- A. All staking for sidewalk grades, grading subgrade preparation and form installation will be the full responsibility of the contractor. The City Engineers office will inspect the forms and subgrade preparation prior to concrete placement.
- B. When a new sidewalk is being constructed and the grade is different than the present adjoining sidewalks, the following shall apply:
- C. Beginning at the property line the slope of the sidewalk shall be a maximum 8.3% from the adjoining sidewalk to the grade of the new sidewalk. When the existing sidewalk cross slope does not meet requirements, a transition segment shall be installed to match existing slope. See SUDAS Figures 7030.204, 7030.206, 7030.207, 7030.208 and 7030.209.

3.14 (ADD) SIDEWALK ALIGNMENT:

- A. Unless otherwise approved by the City Engineer the back of the sidewalk shall match the adjoining property line.
- B. All private sidewalks joining the City Sidewalk will be built to the new sidewalk grade. Driveway sidewalks may remain at the present grade unless they are being replaced, and if they are being replaced they will be built to the proper grade.
- C. The Standard City Sidewalk grade is a quarter ($\frac{1}{4}$) inch per foot maximum across the sidewalk and half ($\frac{1}{2}$) inch per foot across the terrace to the street. Deviations from this standard grade will be allowed only with the approval of the City Engineer and only in areas where existing walks are at a nonstandard grade or where a standard grade will cause a severe hardship to the adjacent property owners.

3.15 (ADD) INSPECTIONS

When the Contractor is ready to pour the sidewalk, an inspection shall be requested from the City Engineer's office. Enough advance notice shall be given to provide ample time for the inspector to get to the job site and inspect the work so the contractor can make any changes required, before the concrete arrives.

3.16 (ADD) CURB CUTS

- A. It shall be unlawful for any person, firm, or corporation to cut or remove any curbing for any purpose without first securing a written permit from the City Engineer.
- B. Grinding of curbs for driveway entrances are not allowed. Removal of back of curb and extending driveway to gutter pan is not allowed.
- C. All curb cuts shall be made by removal of existing curb (if required) and replacement with either driveway curb (and gutter) or handicap curb (and gutter) as provided in the City of Marshalltown MD-1, MD-2 Details and SUDAS Figures 730.101R, 7030.102R, 7030.204, 7030.205, 7030.206, 7030.207, 7030.208 and 7030.209.

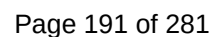
3.17 (ADD) CURB AND GUTTER CONSTRUCTION

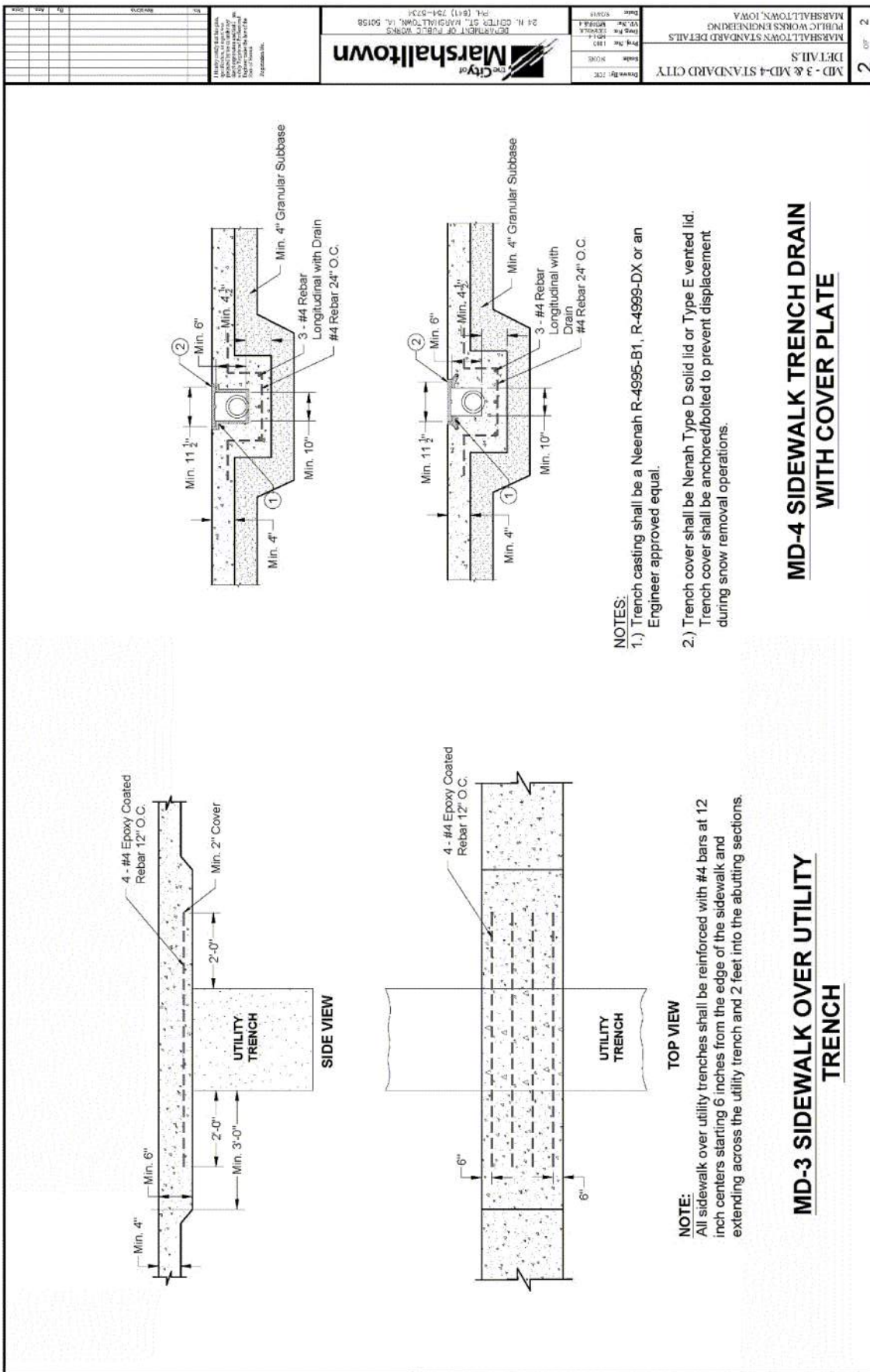
Comply with Section 7010, 3.03 and MD-2.

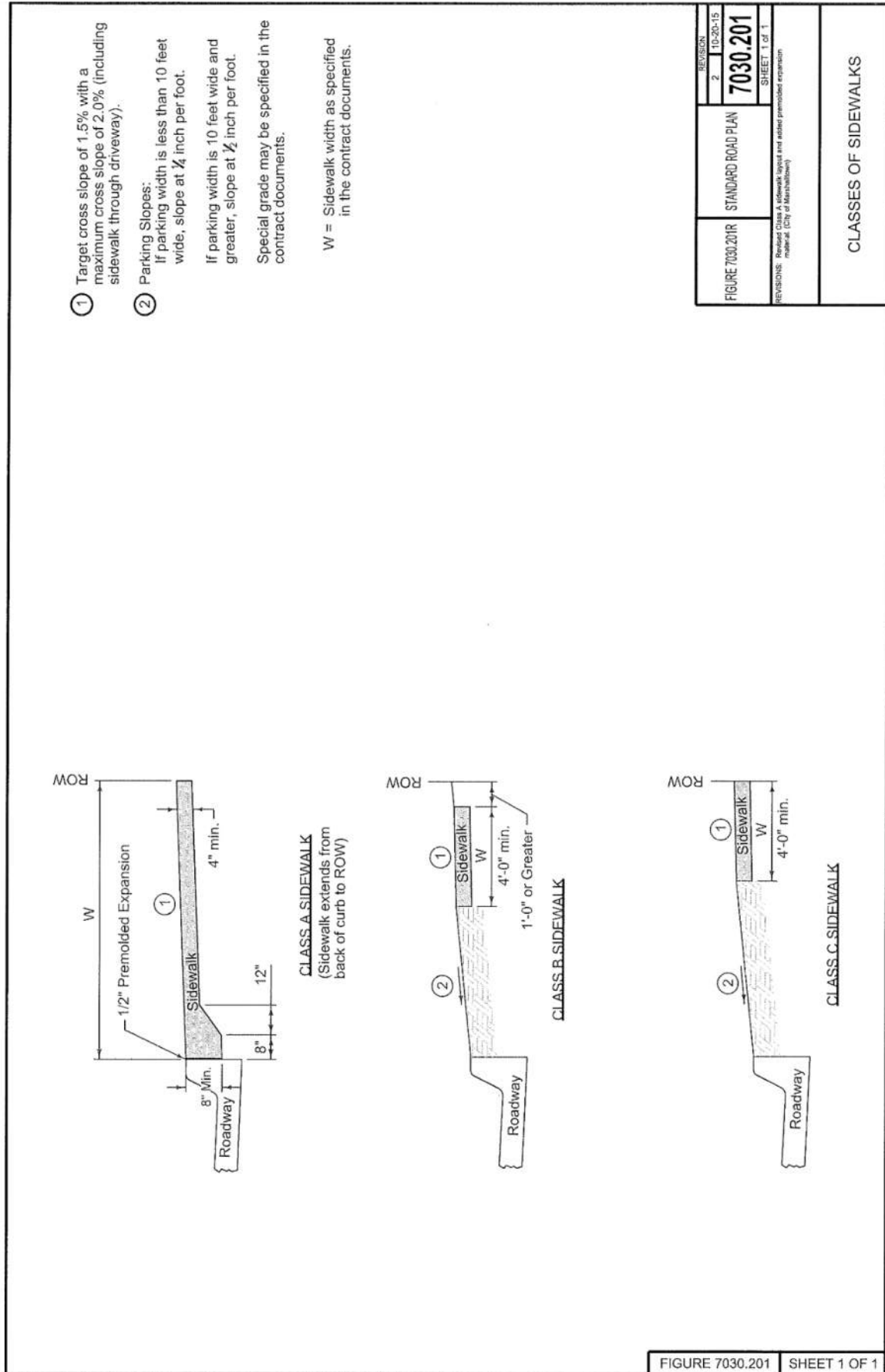
3.18 (ADD) MARSHALLTOWN STANDARD DETAILS

- A. Added the following details:
 - 1. MD-1 Driveway with Sidewalk Adjacent to Curb Details
 - 2. MD-2 Curb & Gutter Details
 - 3. MD-3 Sidewalk over Utility Trench Detail
 - 4. MD-5 Sidewalk Trench Drain with Cover Plate
- B. See modifications to SUDAS Standard Details as listed on each detail and provided below:
 - 1. Figure 7030.101 – Revised sidewalk adjacent to driveway to add section for

- transition. Added curb replacement for new driveways.
2. Figure 7030.102 - Revised sidewalk adjacent to driveway to add section for transition. Added curb replacement for new driveways.
 3. Figure 7030.103 – Revision to sidewalk location and property line. Added target slope to sidewalk.
 4. Figure 7030.201 – Revised Class A sidewalk layout and added premolded expansion material.
 5. Figure 7030.202 – Removed Detail 1 and Revised Detail 2.
 6. Figure 7030.206 – Change sidewalk/ramp width to 5'-0" min. Changed curb side sidewalk to min. 7'-0" width.
 7. Figure 7030.207 – Added detail for preformed expansion joints.
 8. Figure 7030.2.08 - Added detail for preformed expansion joints.
 9. Figure 7030.209 – Changed minimum ramp and turning width to 5'-0".

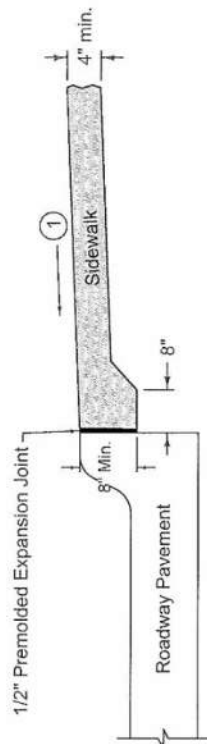




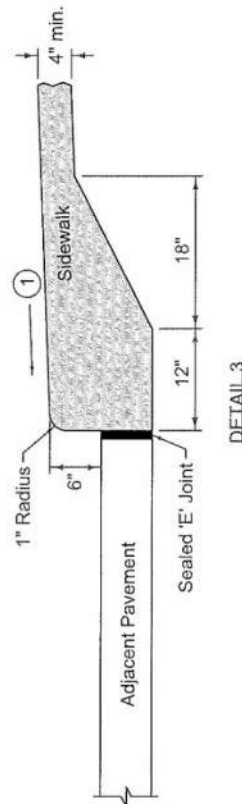


For new sidewalk with new curb and gutter, comply with Detail 2. Comply with Detail 3 for new sidewalk adjacent to existing pavement or when specified in the contract documents.

- ① Target cross slope of 1.5% with a maximum cross slope of 2.0%.



DETAIL 2

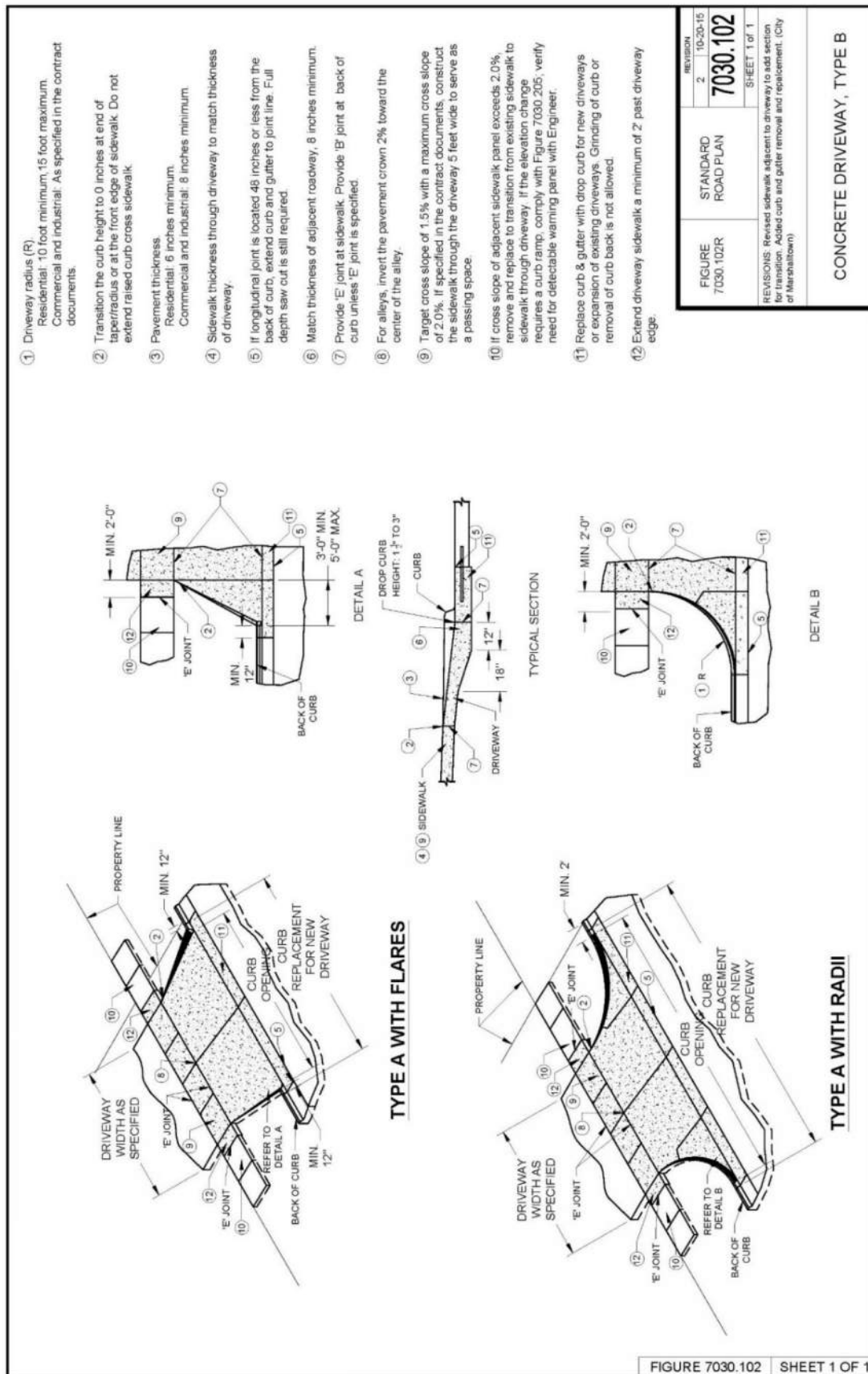


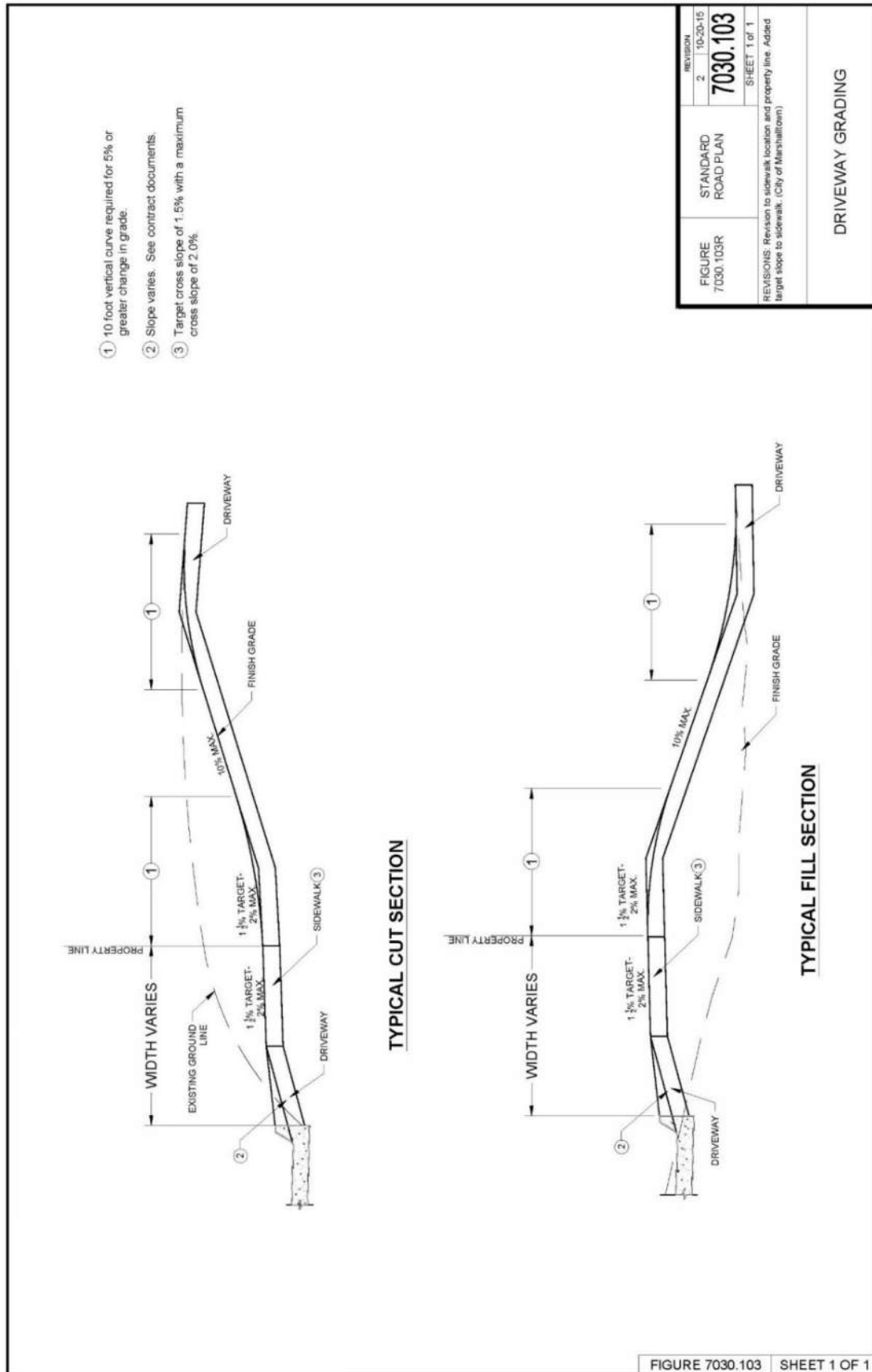
DETAIL 3

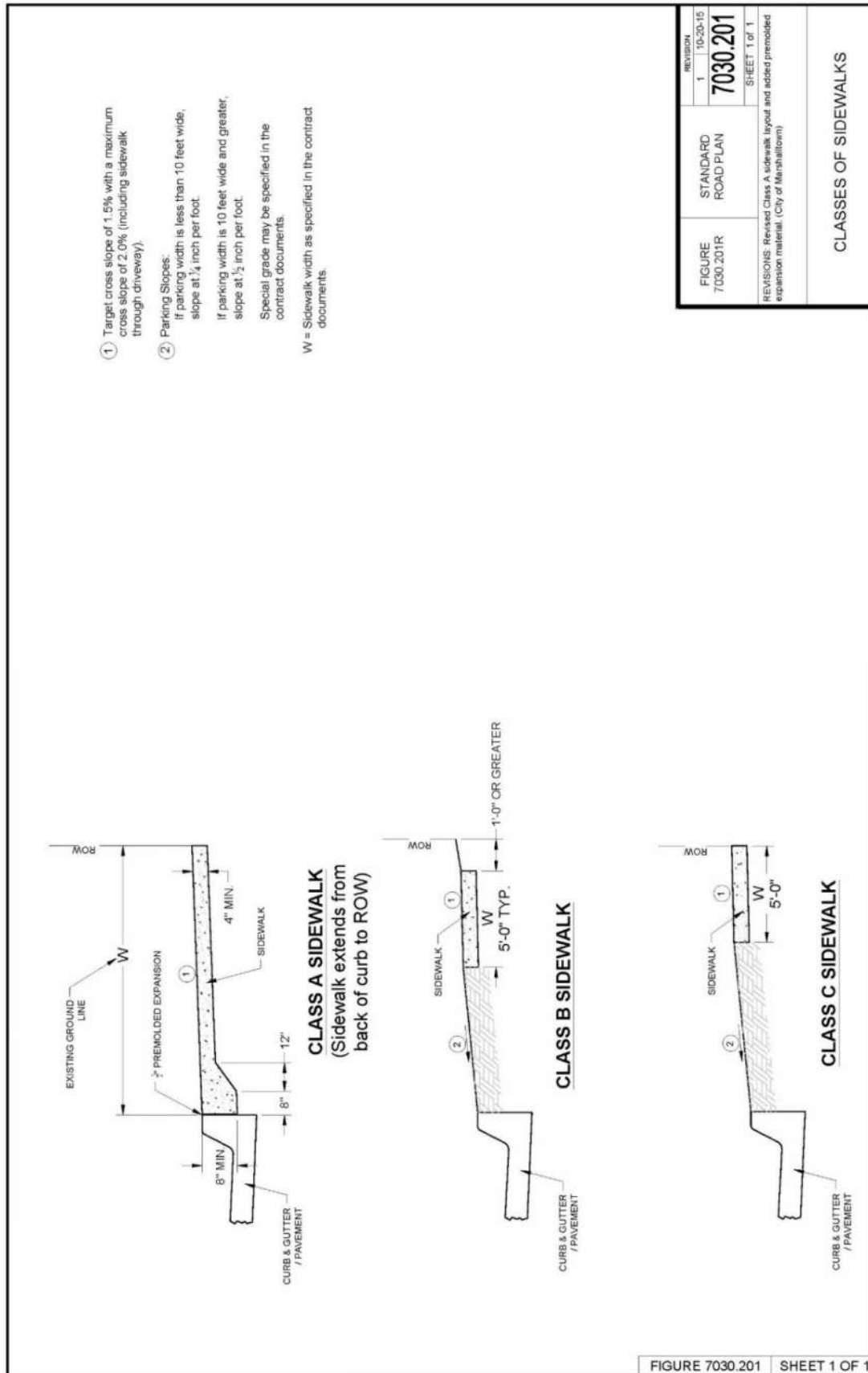
FIGURE 7030.202R	STANDARD ROAD PLAN	REVISION 3 10-20-15	7030.202
REVISIONS: Removed Detail 1, Revised Detail 2 (City of Marshalltown)		SHEET 1 of 1	

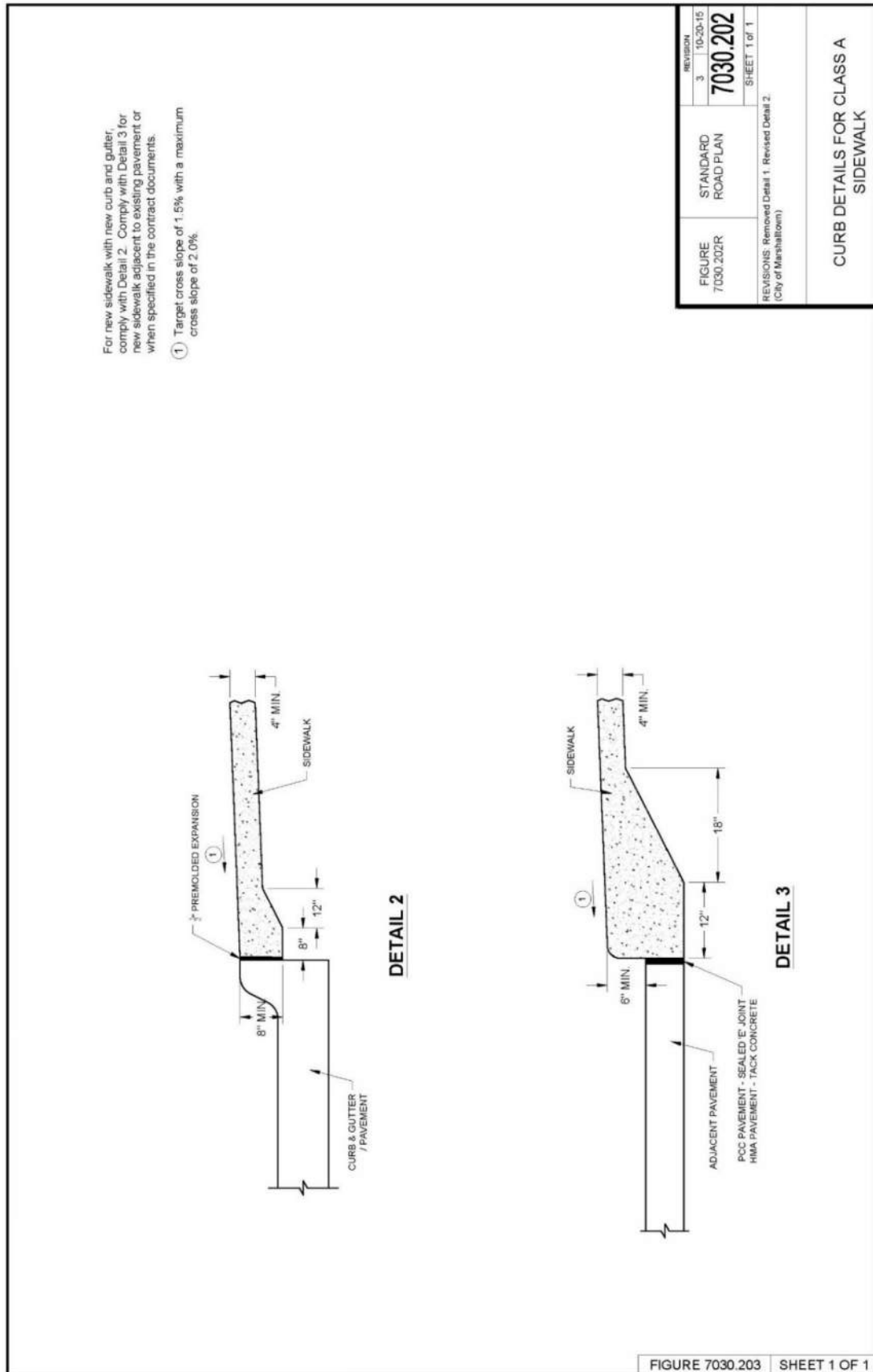
CURB DETAILS FOR
CLASS A SIDEWALK

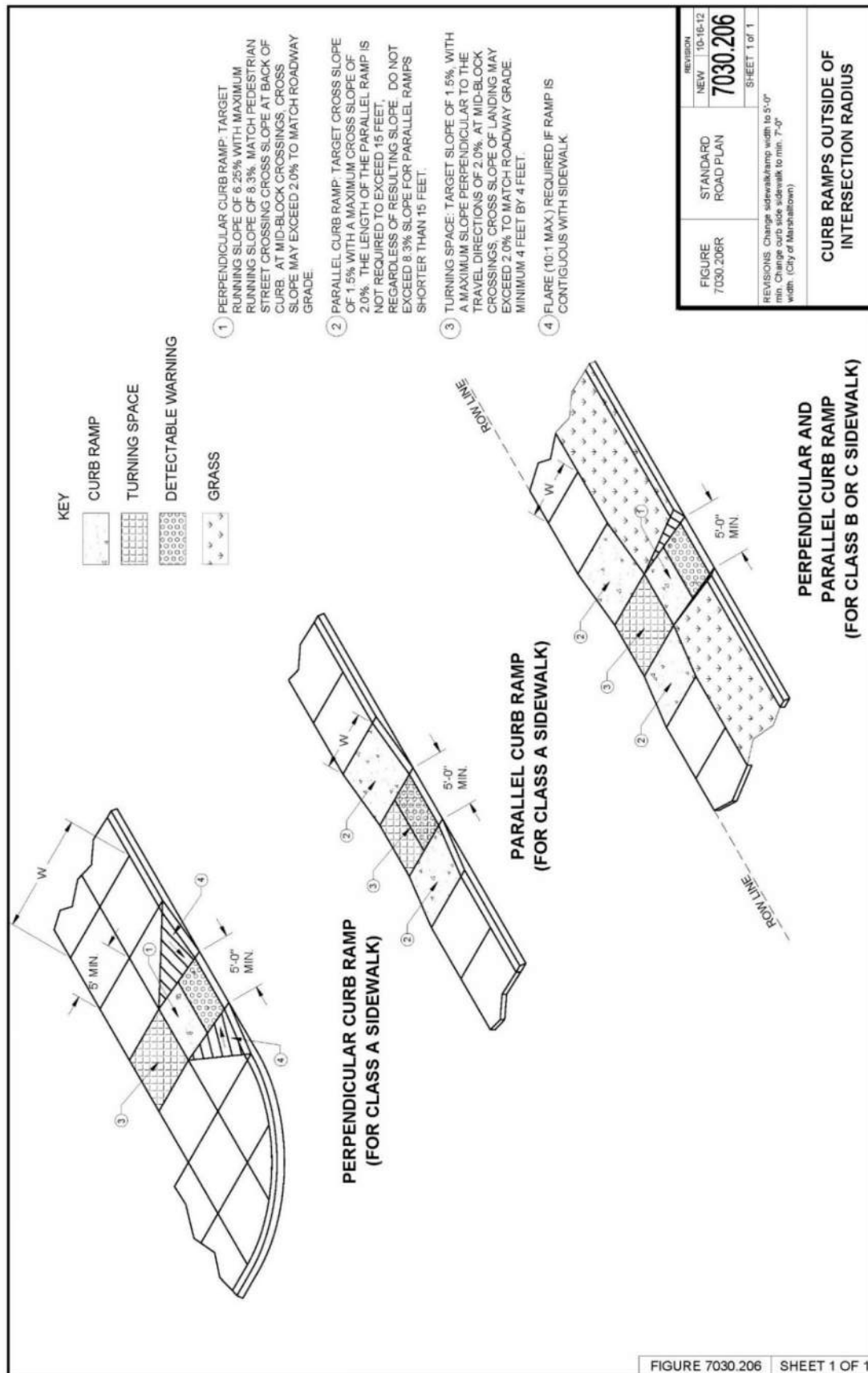


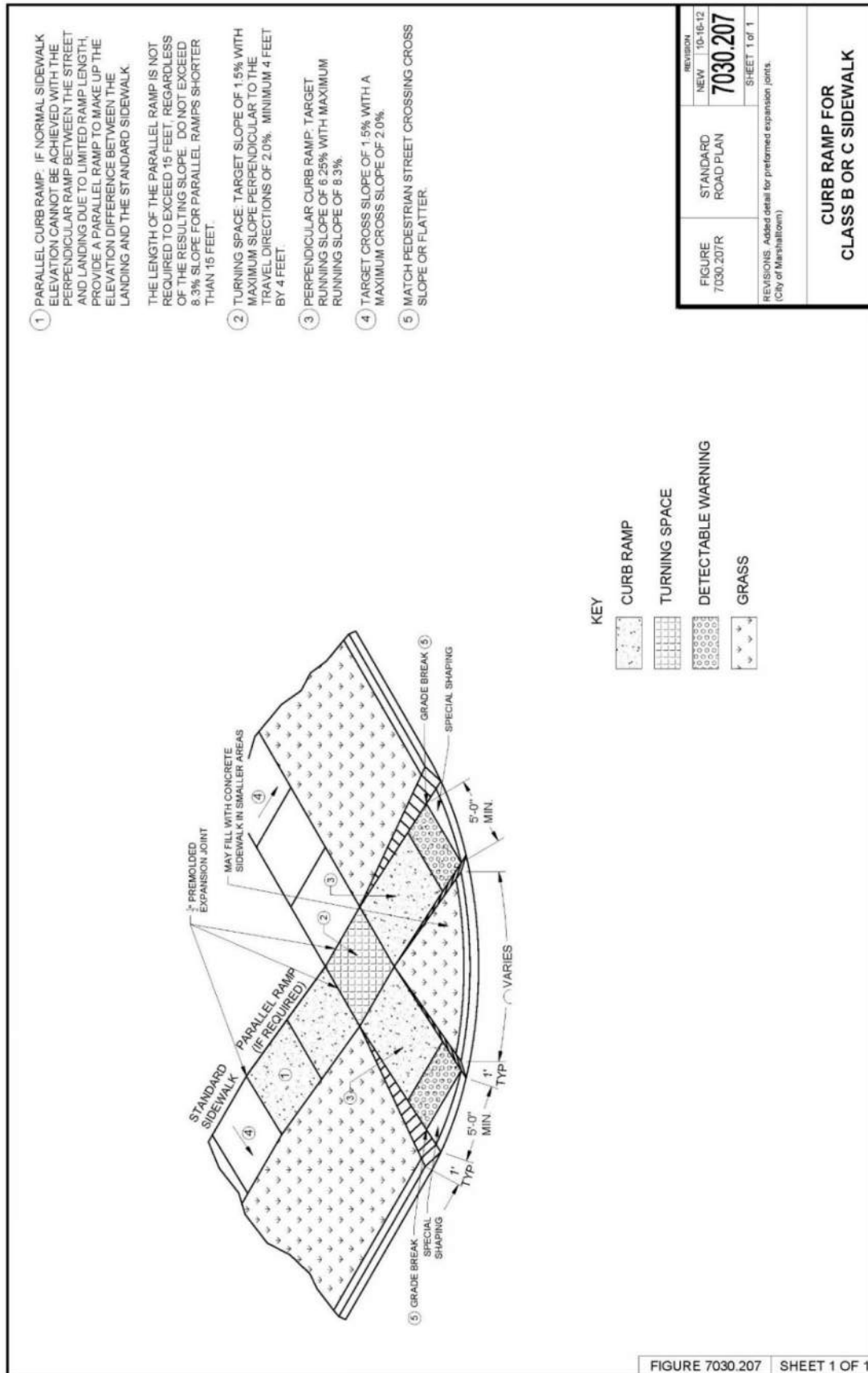


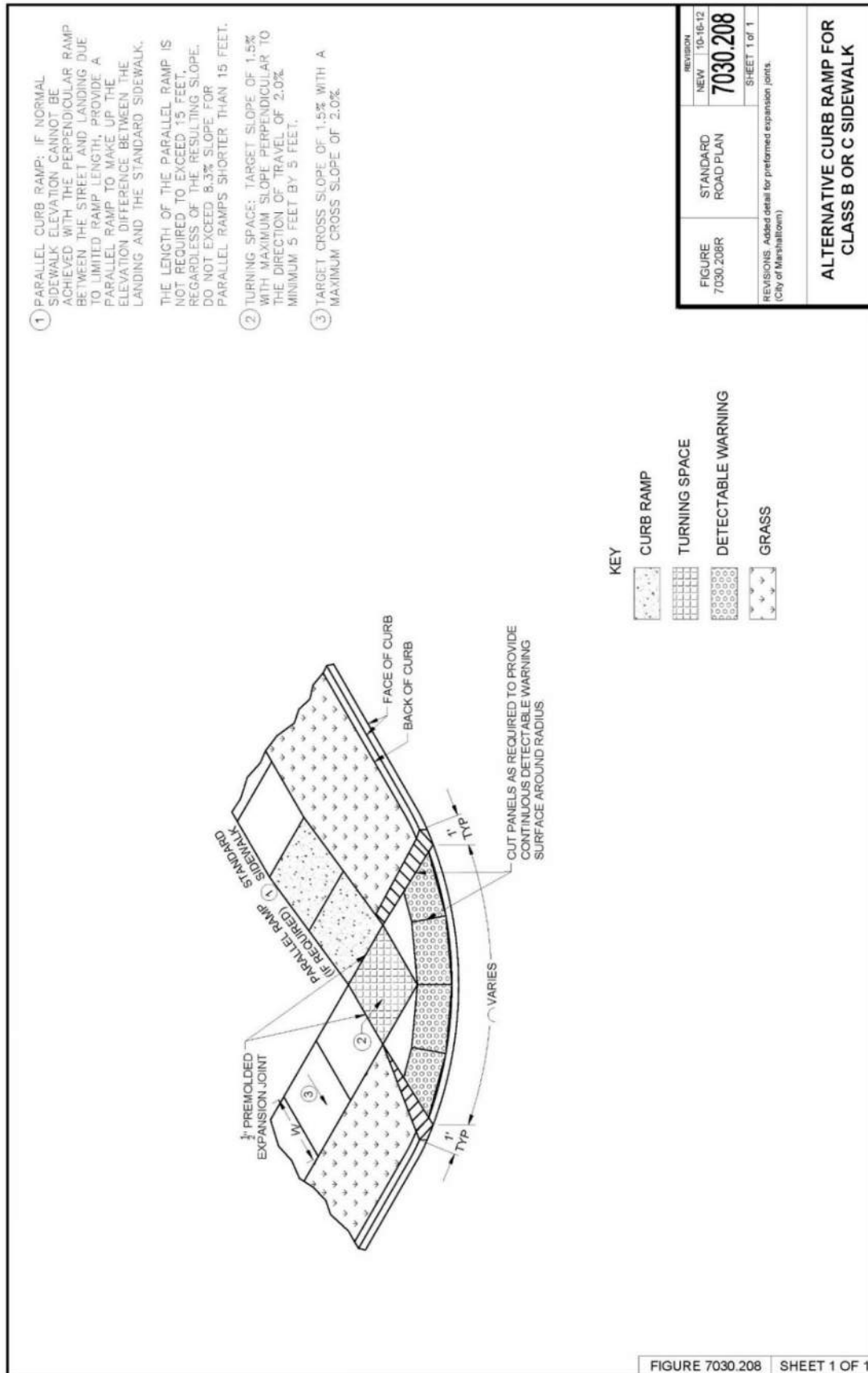














SECTION 7040 - PAVEMENT REHABILITATION

PART 1 - GENERAL

1.08 MEASUREMENT AND PAYMENT

B. Subbase Over-excavation:

1. **Measurement:** Measurement will be in tons of subbase material placed for authorized over-excavation. (ADD) Measurement for geogrid shall be per 2010.1.08.H.
2. **Payment:** Payment will be made at the unit price per ton of subbase material. (ADD) Payment for geogrid shall be per 2010.1.08.H.

PART 2 - PRODUCTS

2.01 MATERIALS

A. PCC:

2. High Early Strength Patching: Use Class M mix complying with Section 7010. Do not use calcium chloride unless (DELETE) ~~otherwise specified in the contract documents~~ (ADD) approved by the City Engineer.

G. Subbase Material: Unless otherwise specified in the contract documents (DELETE) ~~, use modified subbase complying with Section 2010.~~ (ADD) See MS-4 Pavement Restoration for Subbase requirements.

PART 3 – EXECUTION

3.02 FULL DEPTH PATCHING

B. Restoring Subgrade or Subbase:

1. Excavate (DELETE) ~~2~~ (ADD) 12 to 18 inches below the bottom of the existing pavement. (DELETE) ~~If more than 2 inches is excavated,~~ (ADD) Install geogrid on subgrade and place and compact new subbase material as required to bring the subbase to (DELETE) ~~a level 2 inches below~~ the bottom of the existing pavement. Correct unauthorized over excavation at no additional cost to the Contracting Authority.
5. Place and compact new subbase material as required to bring the subbase to (DELETE) ~~a level 2 inches below~~ the bottom of the existing pavement.

C. Placing PCC Patches:

2. **Tie Bars and Dowel Bars:** Comply with Section 7010 (ADD), Figures MS-1 and MS-2 in this section, and the figures in Sections 7010 and 7040.

3.11 (ADD) MARSHALLTOWN STANDARD DETAILS

Added the following details:

A. MS-1 & MS-2 Pavement Restoration Joint Layout

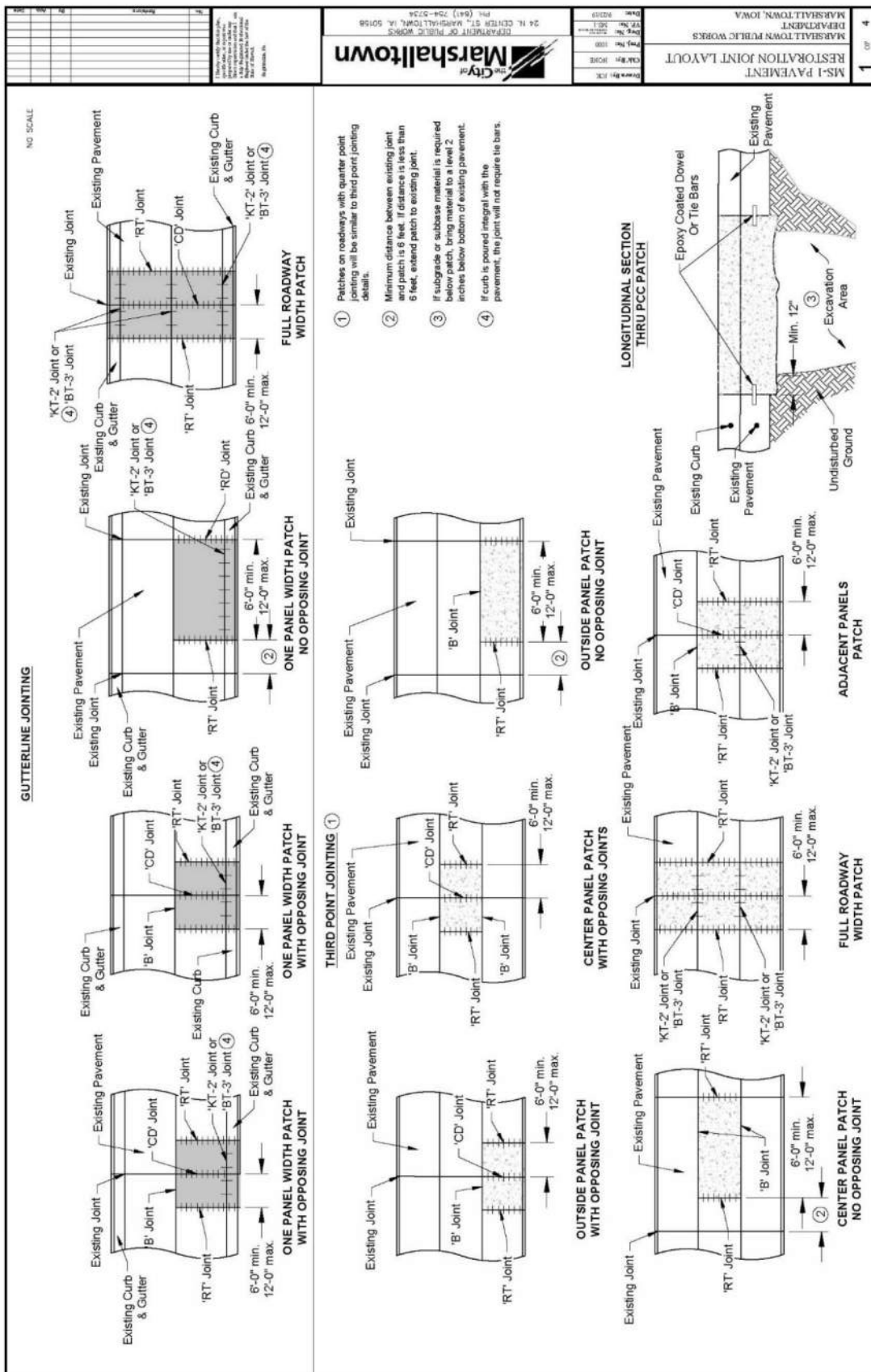
B. MS-3 Manhole Boxout Details

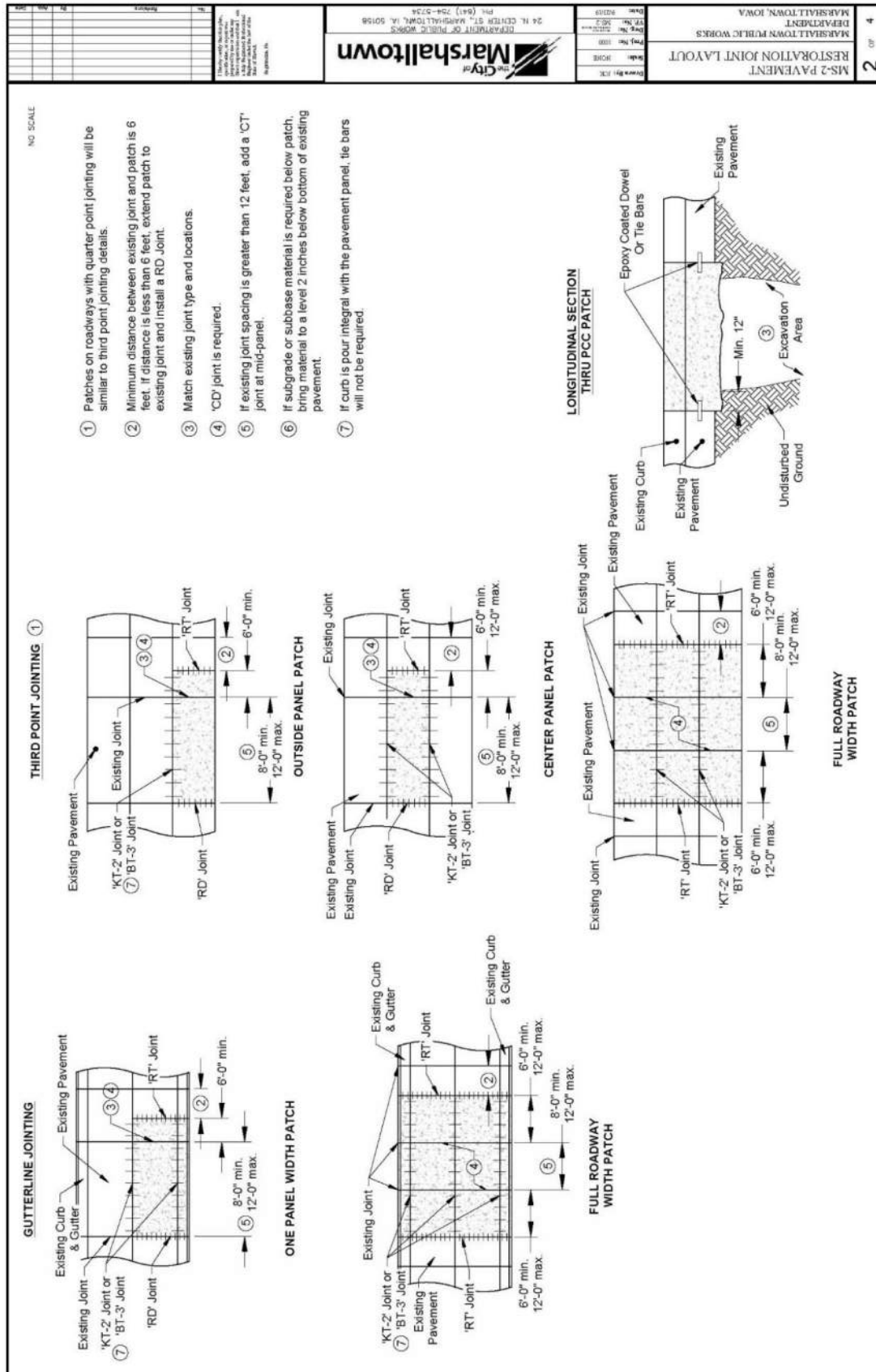
C. MS-4 Pavement Restoration Details

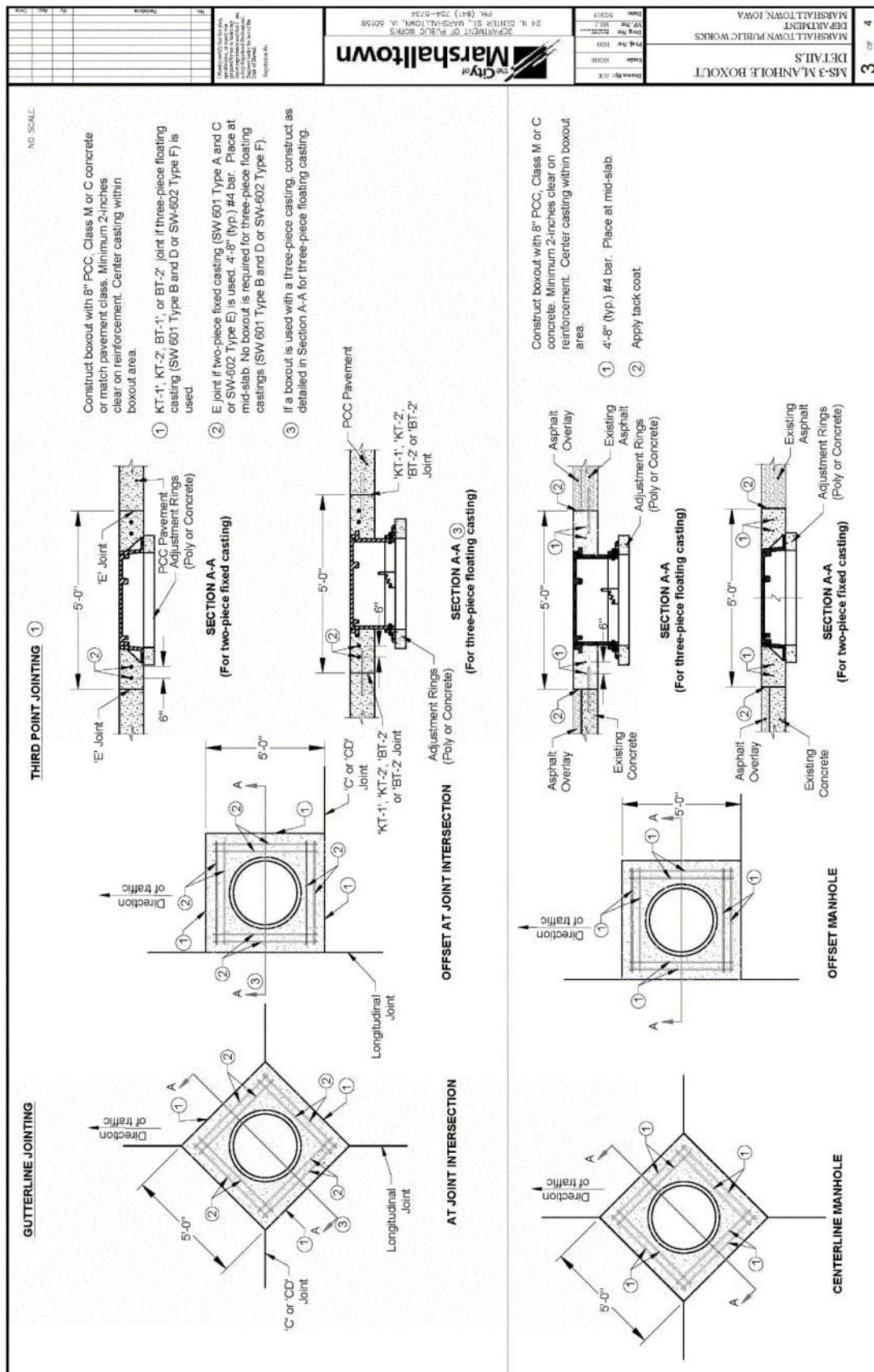
3.12 (ADD) DELETED SUDAS STANDARD DETAILS

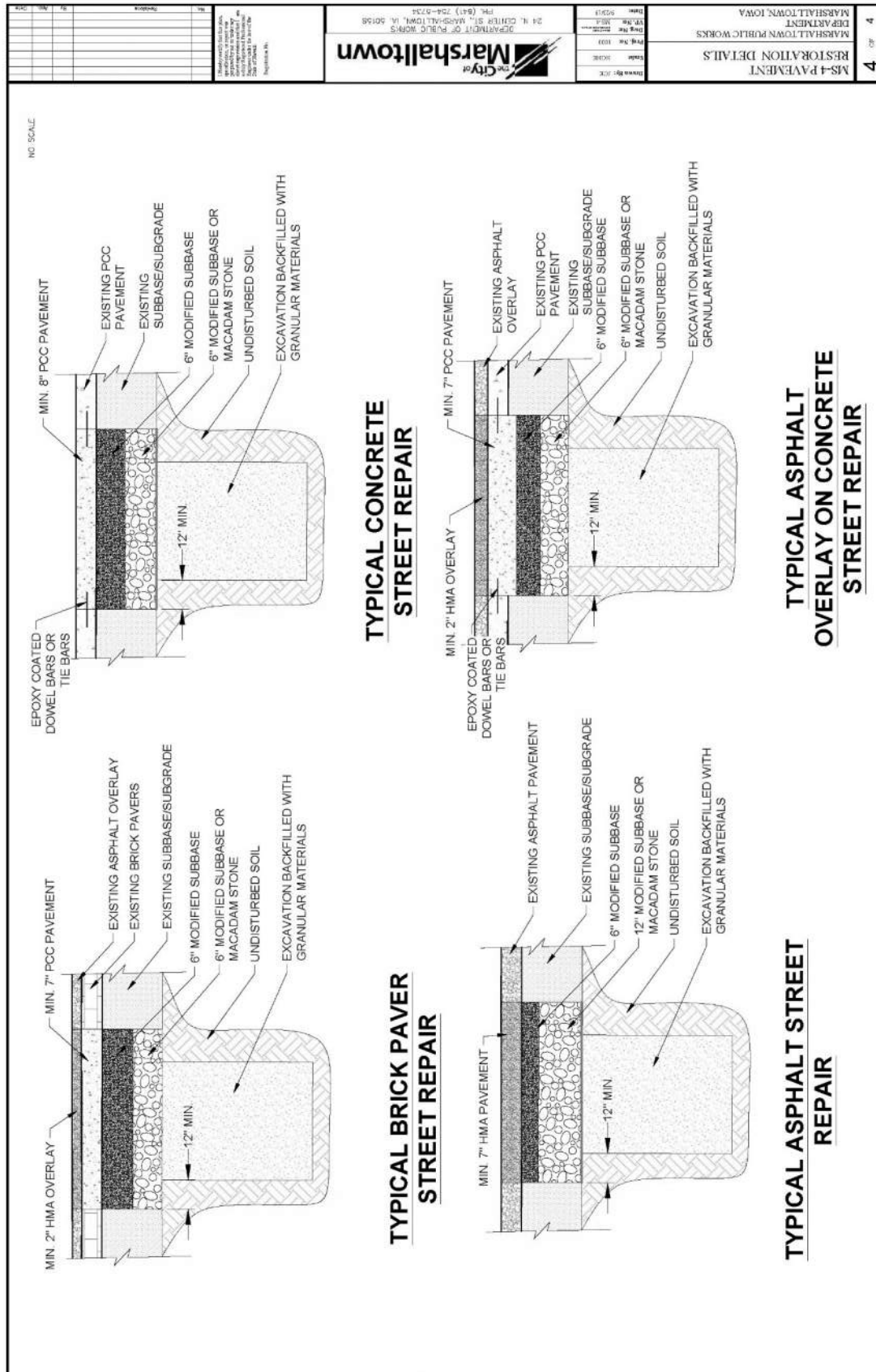
A. 7040.101 Full Depth PCC Patches Less Than or Equal to 15' Long

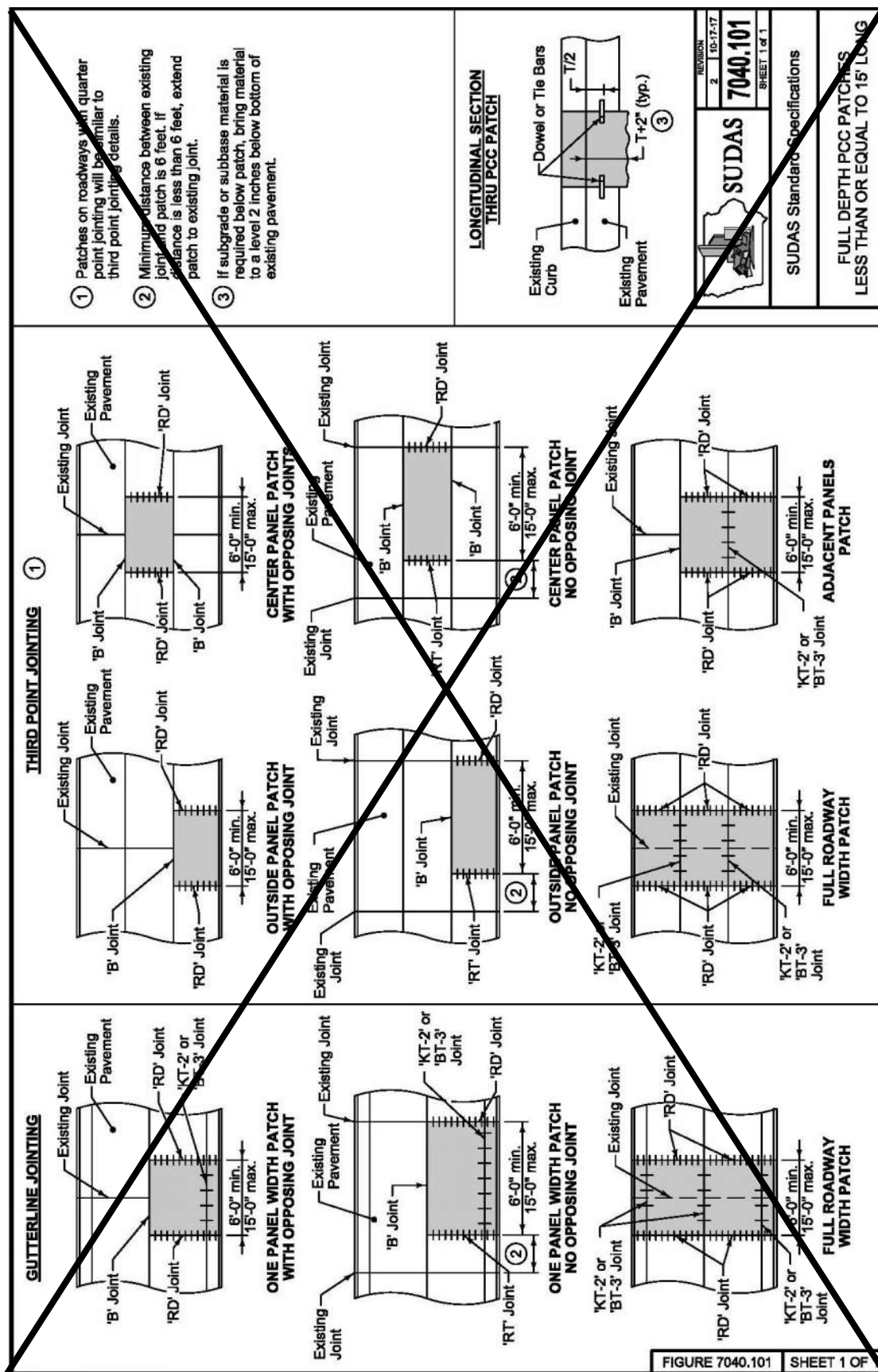
B. 7040.102 Full Depth PCC Patches Greater Than 15' Long

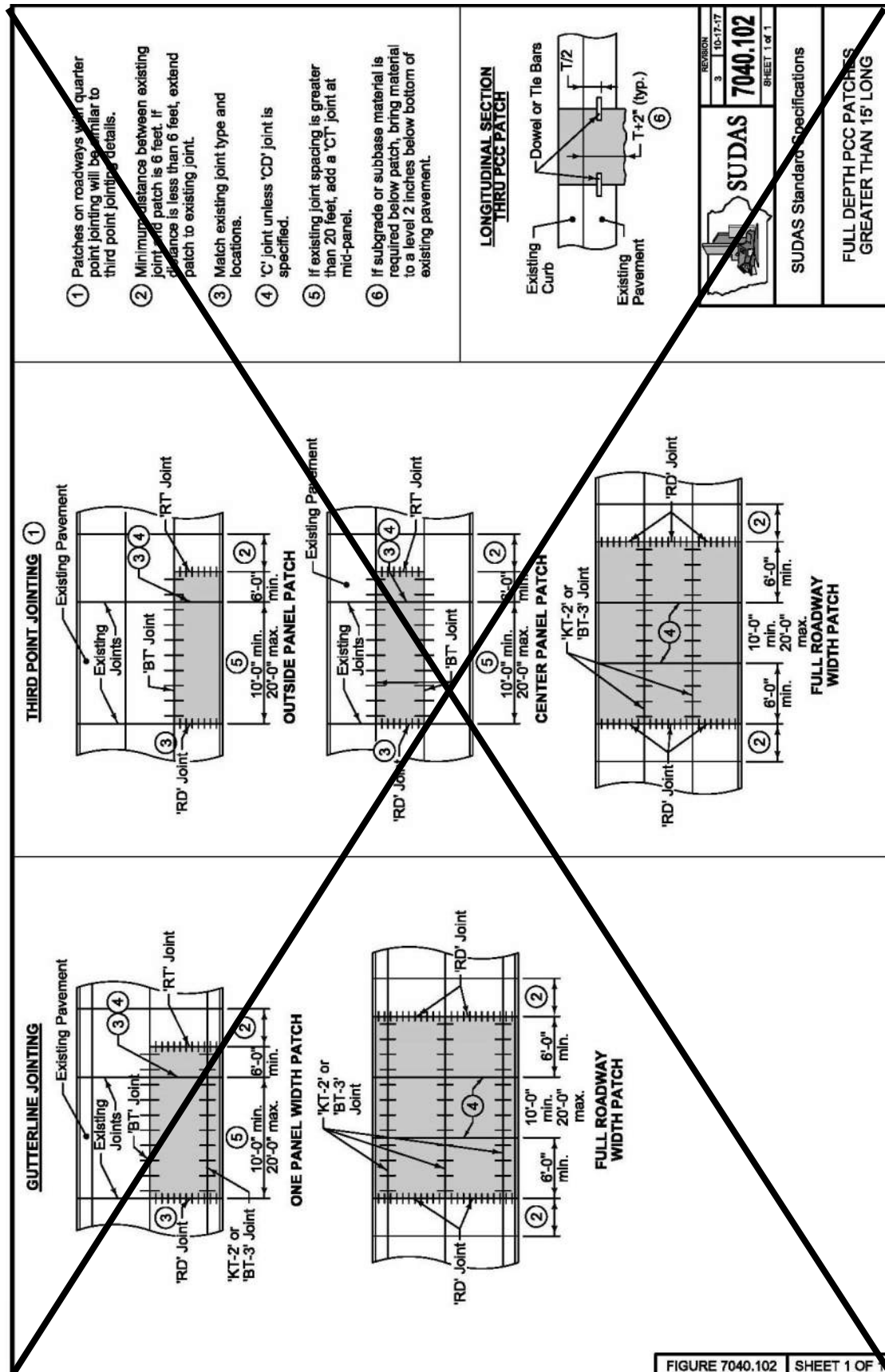












SECTION 7050 - ASPHALT STABILIZATION

PART 1 - GENERAL

1.08 MEASUREMENT AND PAYMENT

- B. Fixture Adjustment: Comply with Section 6010 (ADD) and 6020 for adjustment of manholes and intakes and (DELETE) ~~Section 5020~~ (ADD) Marshalltown Water Works Requirements for adjustment of water valves and fire hydrants.

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 7060 - BITUMINOUS SEAL COAT

PART 1 - GENERAL

1.08 MEASUREMENT AND PAYMENT

A. Bituminous Seal Coat by Area:

3. Includes: Unit price includes, but is not limited to, surface preparation including protection of street fixtures; furnishing and placing of materials, including fillets at intersecting streets, driveways, and turnouts; (ADD) sweeping; fog seal; and final clean up.

C. (ADD) Bituminous Material Fog Seal: Unless the Engineer directs otherwise, use asphalt emulsion grade CQS-1, CQS-1H, CSS-1, or SS-1.

1. Dilute the asphalt emulsion with water prior to application to the pavement surface. The dilution rate is one part of asphalt emulsion to four parts water.
2. Dilute the asphalt emulsion with water prior to application to the pavement surface. The dilution rate is one part of asphalt emulsion to four parts water.
3. Uniformly apply dilute asphalt emulsion at the rate of 0.12 gallon per square yard of pavement surface.

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

3.01 EQUIPMENT

- C. Brooms:** A power-driven (DELETE) ~~rotary~~ or pick-up broom is required for cleaning surfaces before the bitumen is applied (ADD), in between applications, and after final application.

3.06 TWO COURSE SEAL COATS

B. Second Course Construction:

4. (ADD) Complete rolling operations as specified in 3.05.
5. (ADD) After a minimum of 24 hours, lightly broom surface with power sweeper to remove excess aggregate. All aggregate shall be removed with a vacuum machine.

3.08 (ADD) BITUMINOUS FOG SEAL

- A. A bituminous fog seal shall be applied to all sealed streets after completion of the final seal coat layer.
- B. Immediately prior to placing the emulsion, clean the entire pavement surface. Use scrapers, compressed air, or other approved methods.
- C. Uniformly apply dilute asphalt emulsion at the rate of 0.12 gallon per square yard of pavement surface. The application rate may be reduced if directed by the Engineer. For excessive application rates, the Engineer may require a light coat of sand. The Engineer may require brooming of ponded areas prior to placing traffic on the pavement.

SECTION 7070 - EMULSIFIED ASPHALT SLURRY SEAL

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 7080 - PERMEABLE INTERLOCKING PAVERS

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 7090 - COLD-IN-PLACE PAVEMENT RECYCLING

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 7091 - FULL DEPTH RECLAMATION

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 7092 - CRACK AND SEAT EXISTING PCC PAVEMENT

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SUPPLEMENTAL DIVISION 8 – TRAFFIC CONTROL

SECTION 8010 - TRAFFIC SIGNALS

PART 1 - GENERAL

1.07 SPECIAL REQUIREMENTS

- B. (ADD) Coordinate all design and construction work with the City of Marshalltown's Public Works Electrical Superintendent.

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 8020 - PAVEMENT MARKINGS

PART 1 - GENERAL

1.06 SCHEDULING AND CONFLICTS

- B. (ADD) Schedule and coordinate all line markings with the Public Works Street Superintendent.

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

3.02 CONSTRUCTION

C. Painted Pavement Markings:

5. (ADD) Coordinate all painted pavement markings with Marshalltown's Public Works Street Department. Paint markings shall be calibrated to the City's standard marking spacing and widths.

SECTION 8030 - TEMPORARY TRAFFIC CONTROL

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SUPPLEMENTAL DIVISION 9 – SITE WORK AND LANDSCAPING

SECTION 9010 - SEEDING

PART 1 - GENERAL

1.08 MEASUREMENT AND PAYMENT

A. Conventional Seeding:

1. Seeding:
 - a. Measurement: Measurement will be in acres (ADD) or square yards for each type of seed.
 - b. Payment: Payment will be in unit price per acre (ADD) or square yards for each type of seed.
2. Fertilizing:
 - a. Measurement: Measurement will be in acres (ADD) or square yards of fertilizer.
 - b. Payment: Payment will be at unit price per acre (ADD) or square yards of fertilizer.
3. Mulching:
 - a. Measurement: Measurement will be in acres (ADD) or square yards of mulch.
 - b. Payment: Payment will be in unit price per acre (ADD) or square yards of mulch.

B. Seeding, Fertilizing, and Mulching for Hydraulic Seeding:

1. Measurement: Measurement will be in acres (ADD) or square yards for each type of seed.
2. Payment: Payment will be in unit price per acre (ADD) or square yards for each type of seed.

C. Seeding, Fertilizing, and Mulching for Pneumatic Seeding:

1. Measurement: Measurement will be in acres (ADD) or square yards for each type of seed.
2. Payment: Payment will be in unit price per acre (ADD) or square yards for each type of seed.

PART 2 - PRODUCTS

2.02 SEED MIXTURES AND SEEDING DATES

- A. **Type 1 (Permanent Lawn Mixture):** Used for residential and commercial turf site, fertilized, and typically mowed. Use between March 1 and May 31 and between August 10 and September 30. (ADD) Dormant seeding from September 30 to freeze-up will be allowed if approved by City Engineer. Type 1 seed mixture will be used in all terrace or boulevard areas within the City of Marshalltown.

PART 3 - EXECUTION

3.05 HYDRAULIC SEEDING

A. **Seed Application, Fertilizing, and Mulching:**

8. Hydromulching (ADD) is required (DELETE) ~~may be done~~ over conventional seeding and/or fertilizing, (ADD) unless straw mulch is (DELETE) if approved by the Engineer.

SECTION 9020 - SODDING

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 9030 - PLANT MATERIAL AND PLANTING

PART 1 - GENERAL

1.03 SUBMITTALS

- F. (ADD) Provide trees and shrubs planted in terrace areas in accordance with the City of Marshalltown's Code of Ordinances, Chapter 58 – Vegetation. A list of prohibited trees and recommended trees is provided in Table 1 at the end of this section.
- G. (ADD) The placement of trees shall be in accordance with Chapter 10B-1 of the SUDAS Design Manual.

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

3.06 PLANTING

A. Bare Root Plants: (ADD) Not allowed without written approval of the City Engineer.

Table 1 - Tree List for Planting on Terrace or Other Public Right-of-Way

Prohibited Species

- All evergreen trees and shrub species except those with a mature height of 12 inches or less.
- All deciduous shrubs
- All Poplars (*Populus* spp.), including, but not limited to Cottonwood, White Poplar, Lombardy Poplar, and hybrids thereof
- American Elm (*Ulmus americana*) & Elm hybrids
- Birch (*Betula* spp.)
- Blue Ash (*Fraxinus quadrangulata*)
- Green Ash and cultivars (*Fraxinus pennsylvanica lanceolata*)
- White Ash and cultivars (*Fraxinus Americana*)
- Box Elder (*Acer negundo*)
- Bradford Pear (*Pyrus calleryana* 'Bradford')
- Catalpa (*Catalpa speciosa*)
- Crab Apples with exception of Spring Snow or male sterile varieties
- Female Ginkgo (*Ginkgo biloba*).
- Hawthorn (*Crataegus* spp.)(except thornless cutlivars)
- Honey Locust (*Gleditsia triacanthos*) and all cultivars
- Japanese Tree Lilac (*Syringa reticulata*)
- Oriental Elms (*Ulmus pumila* & *U. parvifolia*)
- Pin Oak (*Quercus palustris*)
- Purple Leaf Plum (*Prunus cerasifera*)
- Red Mulberry, White Mulberry (*Morus rubra* & *Morus alba*)
- Russian Olive (*Elaeagnus angnstifolia*)
- Serviceberry (*Amelanchier* spp.)
- Silver Maple – Autumn Blaze Maple (*Acer saccharinum*) and all cultivars including Freeman cultivars

- Sycamore (*Plantanus* spp) and all cultivars
- Willow (*Salix* spp.)

Suggested trees for terrace area 8' wide or greater

- Basswood/Linden (*Tilia* spp.)
- Kentucky Coffeetree (*Gymnocladus dioicus*)
- White Oak (*Quercus alba*)
- Bur Oak (*Quercus macrocarpa*)
- Swamp White Oak (*Quercus bicolor*)
- Northern Red Oak (*Quercus rubra*)
- Sugar Maple (*Acer saccharum*)
- Red Maple (*Acer rubrum*)
- Black Maple (*Acer nigrum*)
- Hackberry (*Celtis occidentalis*)
- Male Ginkgo (*Ginkgo biloba*)

Suggested trees for terrace area less than 8' in width

- Amur Maple (*Acer ginnala*) (Tree form only)
- Tatarian Maple (*Acer tataricum*)
- American Hophornbeam (*Ostrya virginiana*)
- Thornless Cockspur Hawthorn (*Crataegus crus-galli inermis*)
- American Hornbeam (*Carpinus caroliniana*)
- Crabapple (*Malus* sp.) (Male sterile varieties only)
- Red Bud (*Cercis Canadensis*)

SECTION 9040 - EROSION AND SEDIMENT CONTROL

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

3.13 RIP RAP (Figures 9040.110 and 9040.111)

- B. (ADD) Contractor shall construct an anchor trench along the toe of the slope prior to placement of riprap. Anchor trench shall be 2' deep, 4' wide, and extend along the entire length of slope.

SECTION 9050 - GABIONS AND REVET MATTRESSES

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 9060 - CHAIN LINK FENCE

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 9070 - LANDSCAPE RETAINING WALLS

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

3.02 INSTALLATION

B. Modular Block Retaining Wall:

3. Tieback Reinforcement Installation: Install tieback reinforcement (ADD) every 24" of elevation. Geogrid shall conform to the manufacturer's requirements

and be installed according to the manufacturer's requirements.

3.03 (ADD) NOTES ADDED TO FIGURES

- A. SUDAS 9070.101 - Tie backs will be required for each 2-feet of vertical wall elevation constructed.
- B. SUDAS 9070.102 - Geogrid reinforcement will be required for each 2-feet of vertical wall elevation constructed.
- C. SUDAS 9070.103 - Geogrid reinforcement will be required for each 2-feet of vertical wall elevation constructed.

SECTION 9071 - SEGMENTAL BLOCK RETAINING WALLS

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 9072 - COMBINED CONCRETE SIDEWALK AND RETAINING WALL

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 9080 - CONCRETE STEPS, HANDRAILS, AND SAFETY RAIL

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SUPPLEMENTAL DIVISION 10 – DEMOLITION

SECTION 10,010 - DEMOLITION OF BUILDING STRUCTURES

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SUPPLEMENTAL DIVISION 11 – MISCELLANEOUS

SECTION 11,010 - CONSTRUCTION SURVEY

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 11,020 – MOBILIZATION

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 11,030 - TEMPORARY SERVICES DURING CONSTRUCTION

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 11,040 - TEMPORARY SIDEWALK ACCESS

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

SECTION 11,050 - CONCRETE WASHOUT

PART 1 – GENERAL

NO REVISIONS

PART 2 - PRODUCTS

NO REVISIONS

PART 3 - EXECUTION

NO REVISIONS

MARSHALLTOWN WATER WORKS SUPPLEMENTAL SPECIFICATIONS

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STANDARD SPECIFICATIONS
FOR
WATER MAIN INSTALLATION

**MARSHALLTOWN
WATER WORKS**

FEBRUARY 2013

	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>2-19-13</u> Steven M. Sincox, P.E. Date
	My license renewal date is December 31, 2013
Pages or sheets covered by this seal: <u>Supplementary</u> <u>Specifications, Figures 1-16</u>	



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Figure 9	HYDRANT INSTALLATION
Figure 15	VALVE BOX INSTALLATION, GATE VALVES
Figure 16	VALVE BOX INSTALLATION, BUTTERFLY VALVES
WM-101	THRUSTBLOCKS
WM-102	TRACER SYSTEM

SUPPLEMENTARY SPECIFICATIONS

The intent of these Supplementary Specifications is to modify the Statewide Urban Design and Specifications (SUDAS) in order to meet the regulations of the Marshalltown Water Works. The following items will modify the portion of the SUDAS Specifications indicated. The Supplementary Specifications only modify the sections indicated. All other sections of the SUDAS Specification that are not modified will remain in full force and effect.

SS-1 PIPE BEDDING AND BACKFILL

Modify Section 3010 Paragraph 3.05 A. by adding the following:

6. All backfill within the paved portion of the street right of way shall meet the requirements of the City of Marshalltown Standard Specifications for Street Excavation and Restoration

SS-2 PVC Pipe

Delete Section 5010 Paragraph 2.01 A. 1. in its entirety and replace with the following in its place

1. **Minimum Wall Thickness:**
 - a. **4 inch through 12 inch sizes:** DR14
 - b. **Sizes over 12 inch:** As specified in the contract documents.

SS-3 Pipe Coupling

Add the following to Section 5010 Paragraph 2.03 D. after the words pipe coupling: "Comply with AWWA C219"

SS-4 Center Sleeve

Delete Section 5010 Paragraph 2.03 D. 1. in its entirety and replace with the following:

1. **Center Sleeve (Center Ring):**
 - a. Ductile iron complying with ASTM A536 for sizes 4 inch through 16 inch.
 - b. Sizes over 16 inch: As specified in the contract documents.

SS-5 Polyethylene Wrap

Add the following to Section 5010 Paragraph 2.05 A. after the words Polyethylene Wrap

"Polyethylene wrap will only be required if it is noted on the detailed plan sheets."

SS-6 Tracer Wire Station

Delete Section 5010 Paragraph 2.05 B. 5. in its entirety and replace with the following:

5. **Tracer Wire Termination:** Comply with Marshalltown Water Works Figure #9 for the proper termination of tracer wire at fire hydrants.

SS-7 ADDITIONAL REQUIREMENT FOR PVC PIPE INSTALLATION

Add the following to Section 5010 Paragraph 3.03:

- C. The use of butterfly valves on DR14 pipe requires the inside diameter of the pipe to be chamfered in order to provide clearance for the valve disc. Refer to the valve manufacturer's instruction manual for the chamfer details.

SS-8 POLYETHYLENE ENCASEMENT

Delete Section 5010 Paragraph 3.05 in its entirety.

SS-9 TRACER SYSTEM INSTALLATION

Section 5010 Paragraph 3.06 F.: Delete the words "(comply with Figure 5010.102)" and replace with the following words: "(comply with Marshalltown Water Works Figure #9)"

SS-10 Gate Valves

Delete the following words from Section 5020 Paragraph 2.01 B. "or AWWA C515 (ductile iron)"

SS-11 Butterfly Valves

Delete Section 5020 Paragraph 2.01 C. 4. in its entirety.

SS-12 Tapping Valve Assemblies

Delete the following words from Section 5020 Paragraph 2.01 D. 1. "or AWWA C515"

SS-13 FIRE HYDRANT ASSEMBLY

Section 5020 Paragraph 2.02: Add the following:

H. Fire Hydrants shall meet the requirements of the Marshalltown Water Works

SS-14 Valve Stem Extension:

Delete Section 5020 Paragraph 2.03 C. in its entirety.

SS-15 FIRE HYDRANT

Delete the following words from Section 5020 Paragraph 3.03 A. "Figure 5020.201" and replace with the following words "Marshalltown Water Works Figure #9"

STANDARD DETAILS

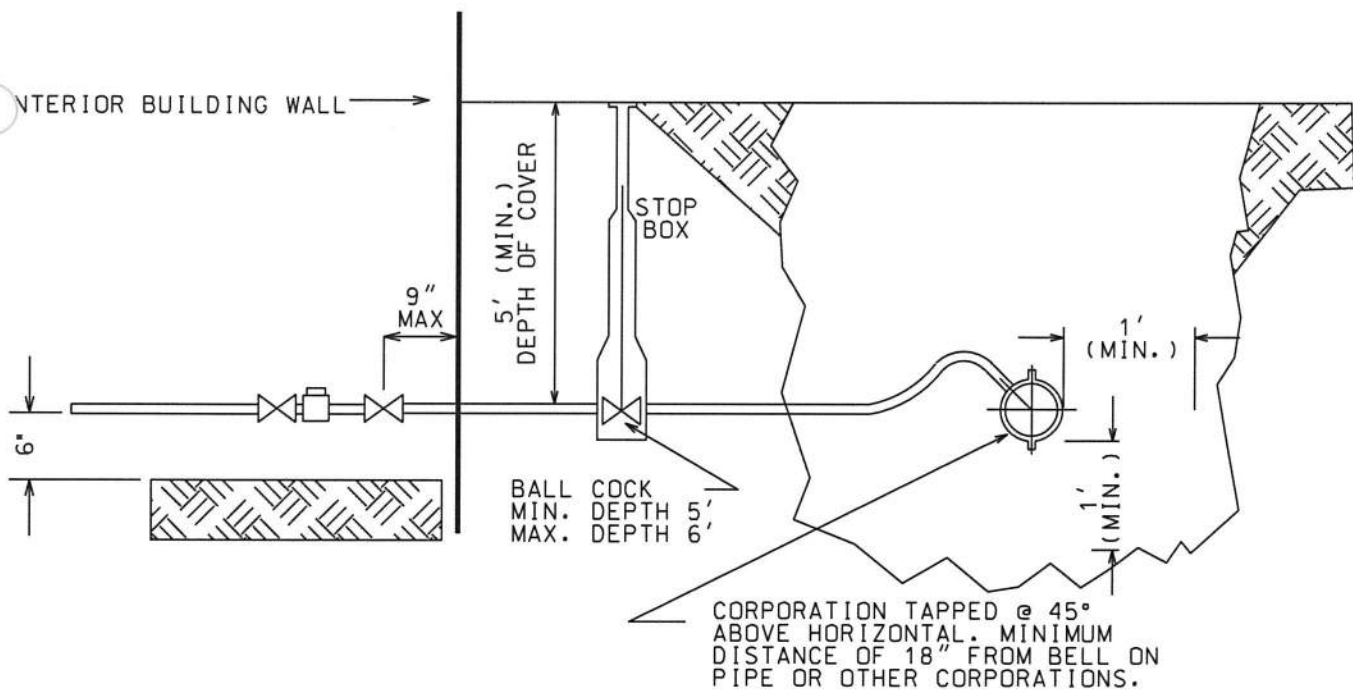
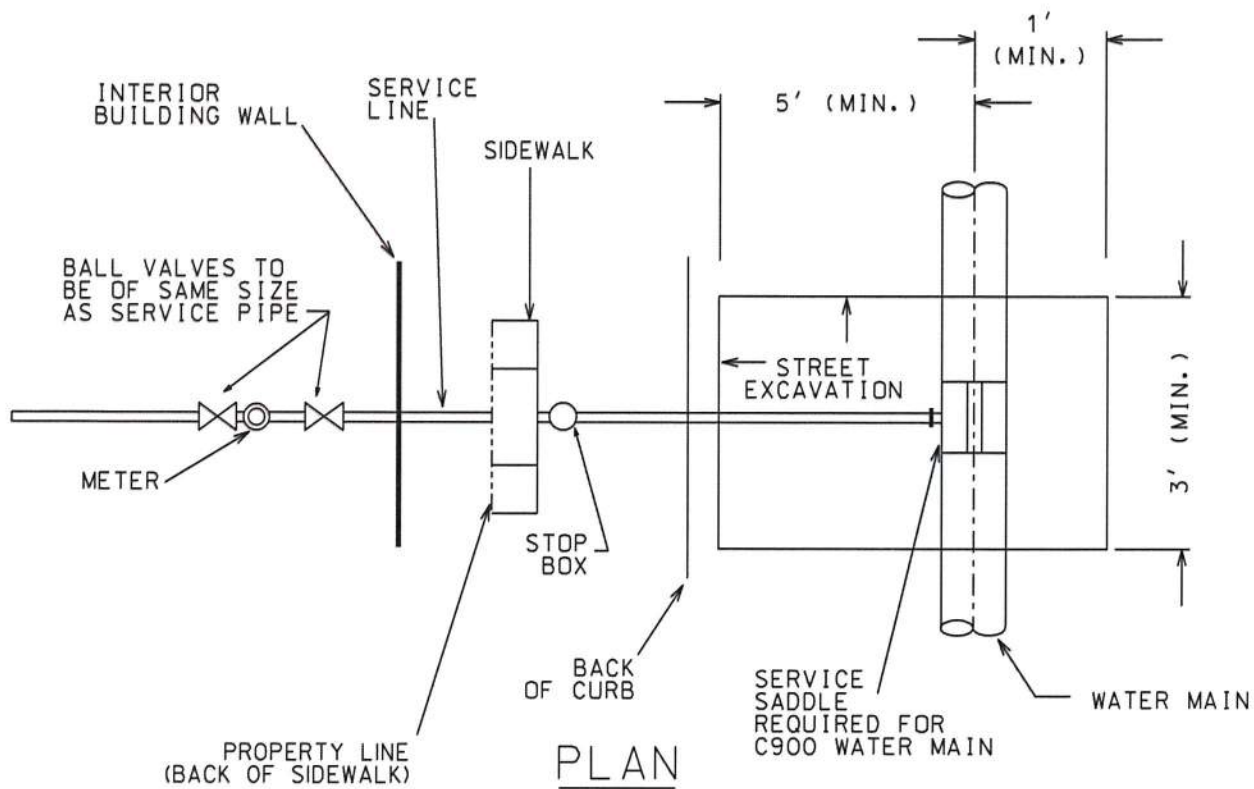


FIGURE #1
DETAIL OF $\frac{3}{4}$ " - 1"
SERVICE INSTALLATION

REVISED
11-18-96
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INTERIOR BUILDING WALL

VALVES TO BE
OF SAME SIZE
AS SERVICE PIPE

METER

EXTERNAL OR
INTERNAL STRAINER
(REQUIRED FOR 1½" LINES
AND LARGER)

SERVICE LINE

STOP BOX

PROPERTY LINE

STREET EXCAVATION

5' (MIN.)

1'

SERVICE
SADDLE

4' (MIN.)

WATER MAIN

PLAN

INTERIOR BUILDING WALL

3' MAX

6"

MIN DEPTH OR COVER
5'-0"

STOP BOX

BALL COCK
MIN. DEPTH 5'-0"
MAX. DEPTH 6'-0"

MIN 12"

MIN 12"

CORPORATION TAPPED
HORIZONTAL. MIN. DISTANCE
OF 2' FROM BELL ON PIPE OR
OTHER CORPORATIONS.

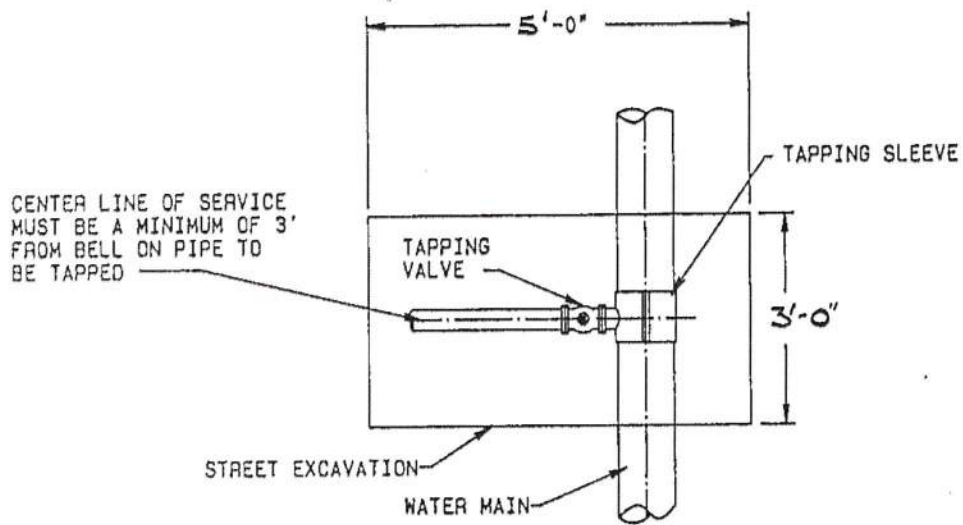
SECTION



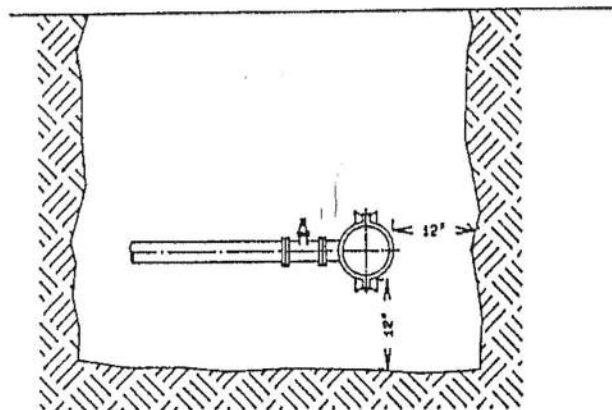
FIGURE #3
DETAIL OF 1" - 2"
SERVICE INSTALLATION

REVISED 7-2-96

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PLAN

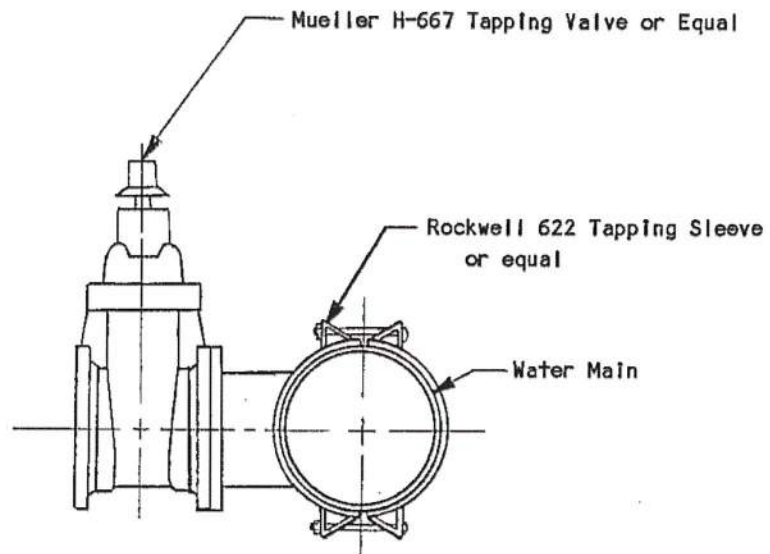


SECTION

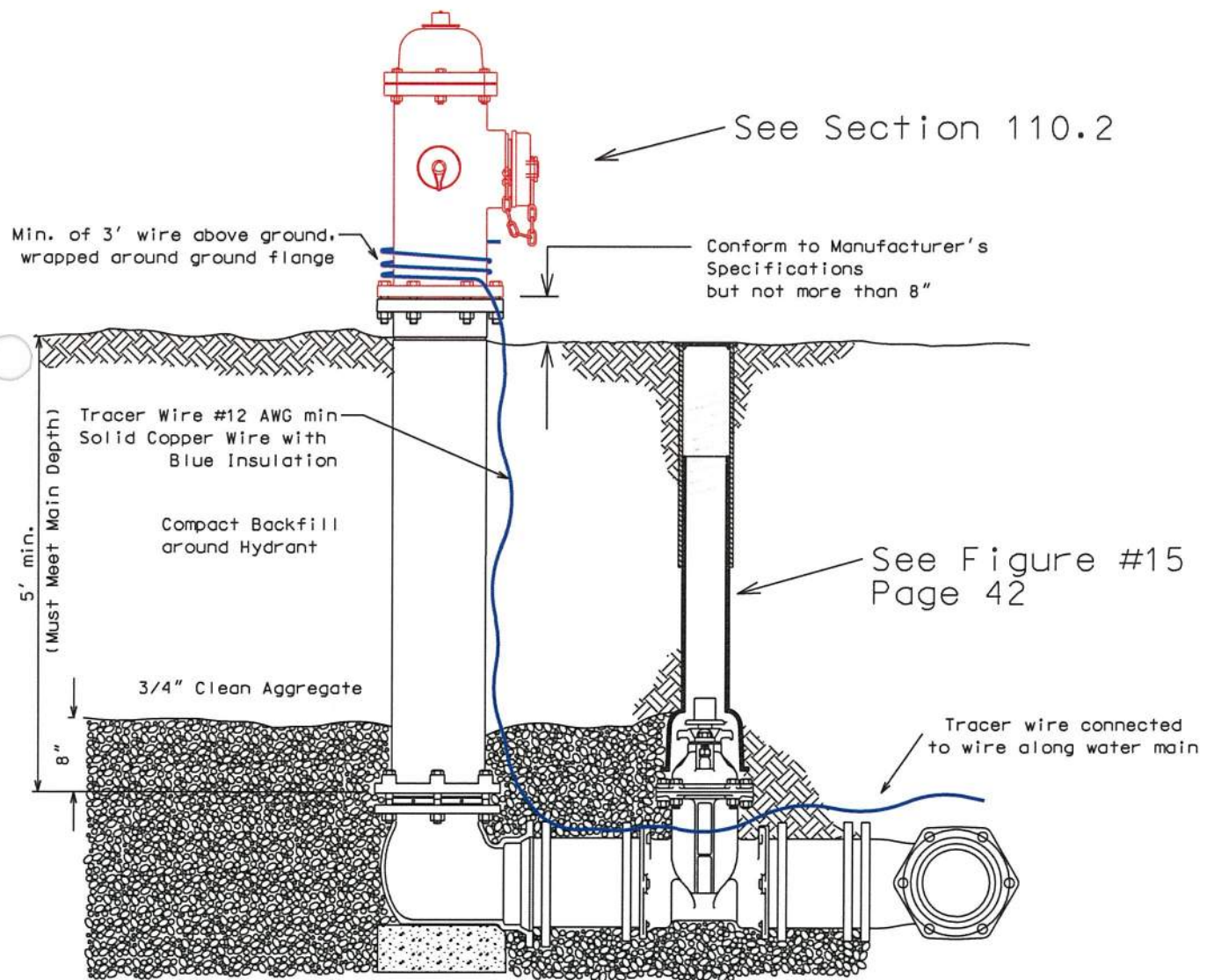
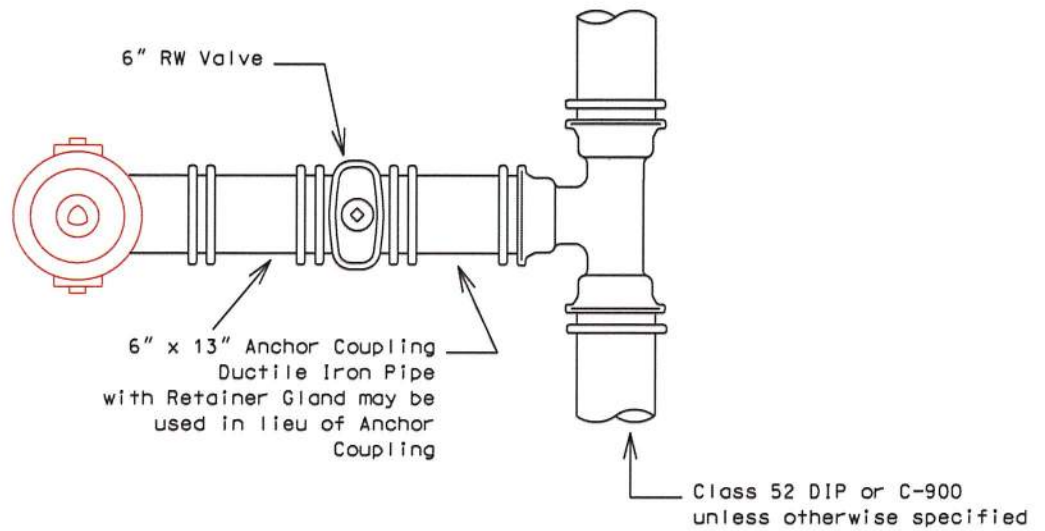
FIGURE #4



EXCAVATION DETAIL FOR TAPPING
SERVICES LARGER THAN 2"



All taps in excess of 2" will be performed
by utility and billed to contractor.
Contractor will furnish all materials.



Provide concrete base and maintain hydrant drain openings

Figure #9

Detail of Standard
Hydrant Installation

Revised
4-21-2003

Page 43

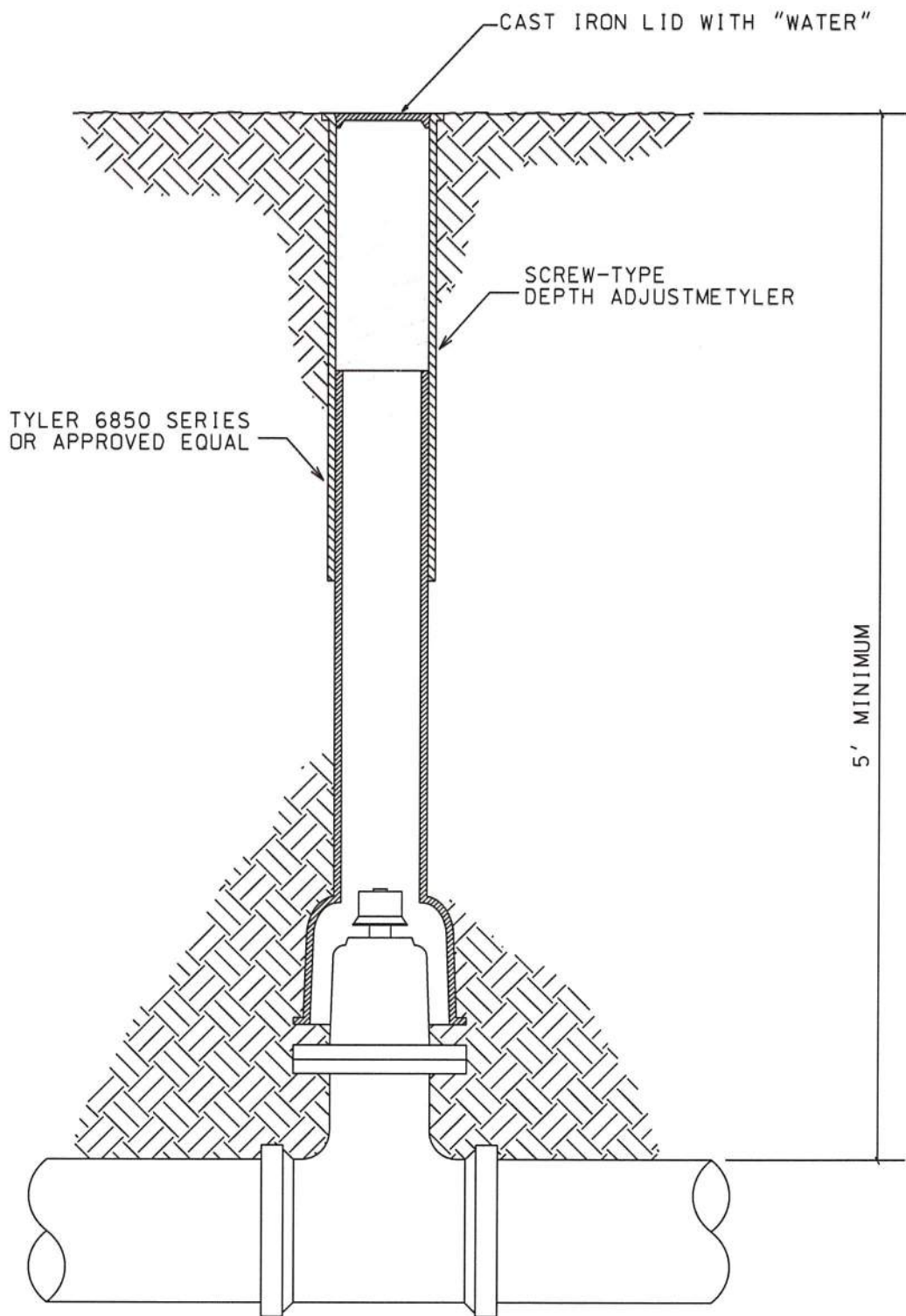


FIGURE # 15
DETAIL OF STANDARD
VALVE BOX INSTALLATION
FOR RESILIENT WEDGE VALVES

5-19-97

PAGE 49

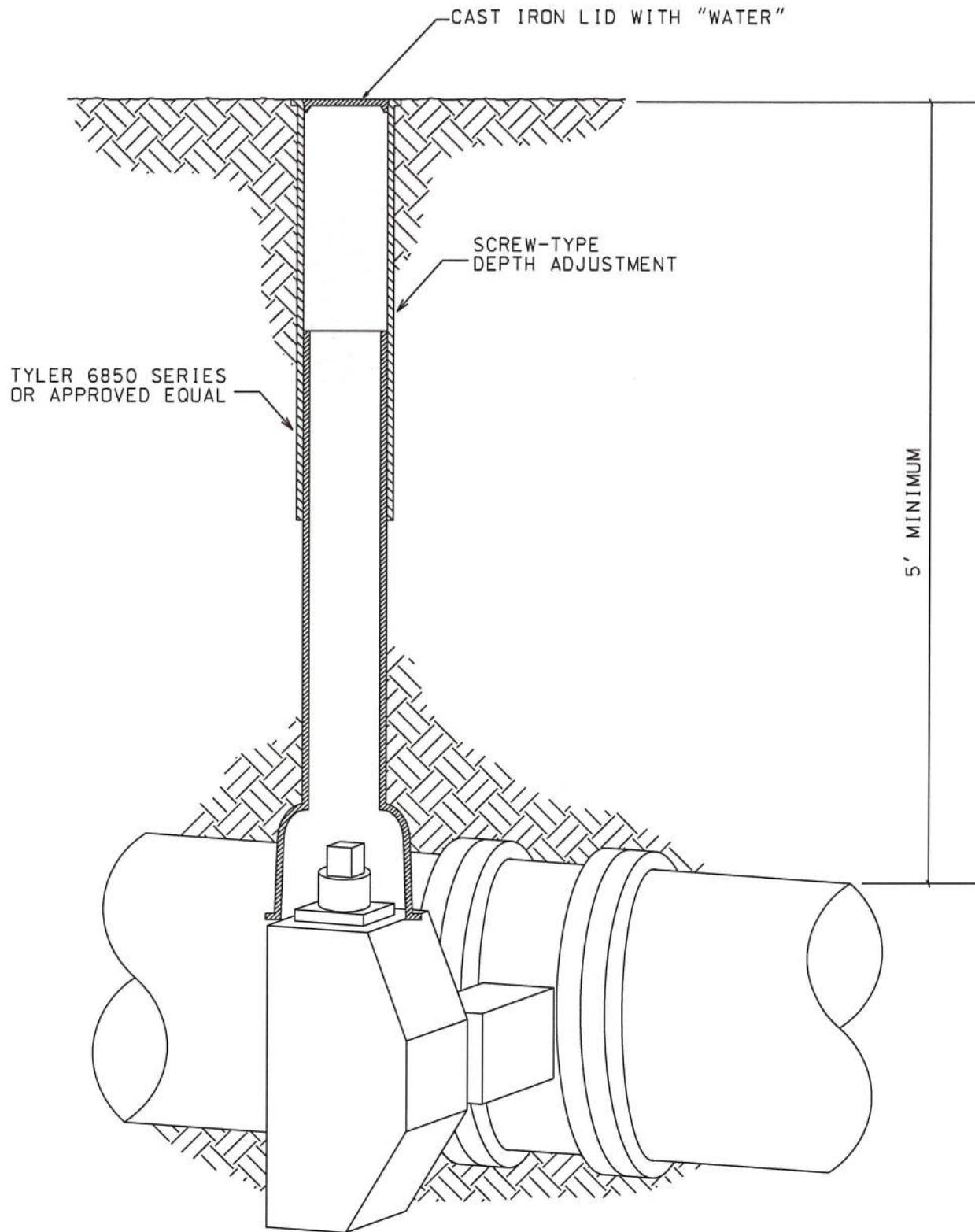


FIGURE # 16
DETAIL OF STANDARD
VALVE BOX INSTALLATION
FOR BUTTERFLY VALVES

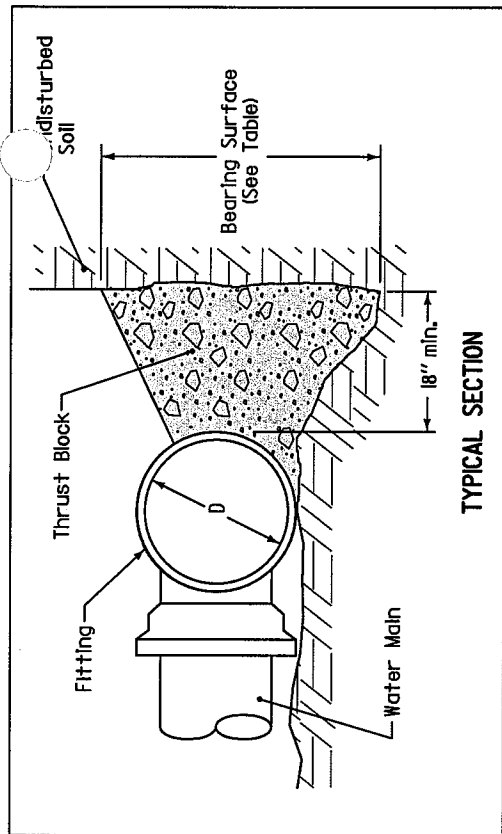
5-19-97

PAGE 50

Extend thrust blocks to undisturbed soil. Excavation into trench wall may be necessary.

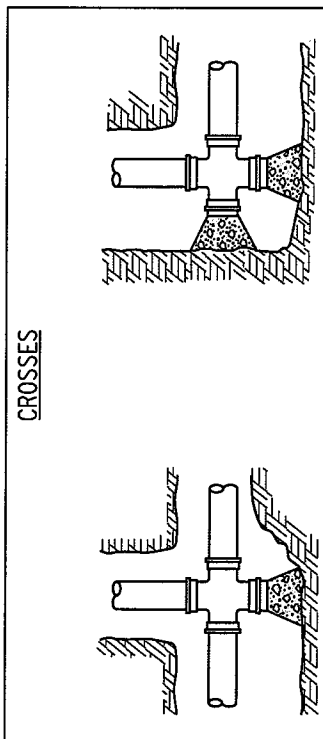
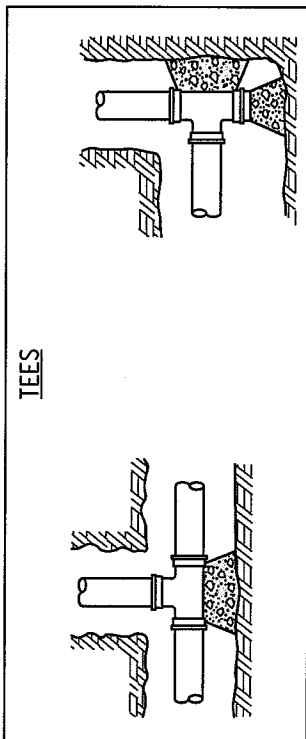
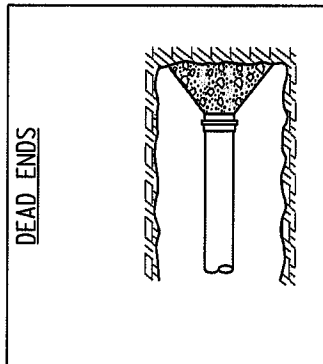
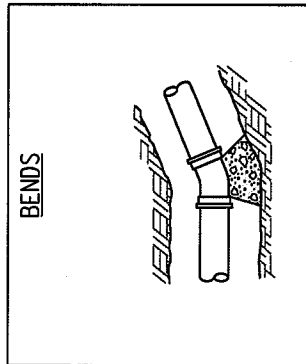
Form vertical surfaces of poured concrete thrust blocks except on bearing surface.

Encase all fittings in polyethylene wrap. Do not allow concrete to directly contact joints or fitting bolts.



Diameter of Pipe, D (inches)	MINIMUM BEARING SURFACE (sf)					Tees and Dead Ends
	Bends					
	11/4°	22½°	45°	90°		
4	1	1	2	4	3	
6	1	2	4	8	6	
8	2	4	7	14	10	
10	3	6	11	21	15	
12	4	8	16	29	21	
14	5	11	21	39	28	
16	7	14	27	50	36	
18	9	17	34	63	45	
20	11	21	42	78	55	
24	15	31	60	111	78	
30	24	47	92	171	120	
36	34	67	132	244	173	

Minimum surface area based on water pressure of 150 psi and allowable soil pressure of 1,000 psf.

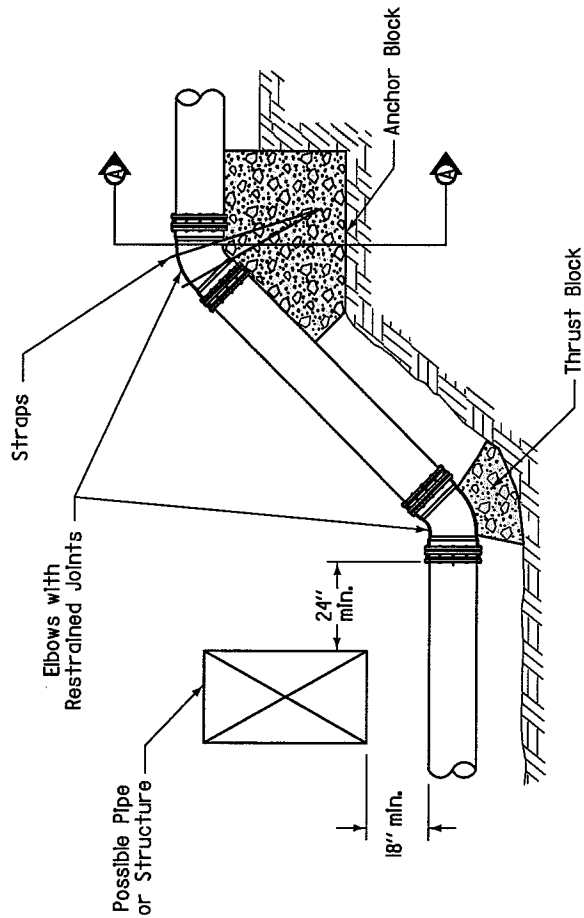


TYPICAL PLAN

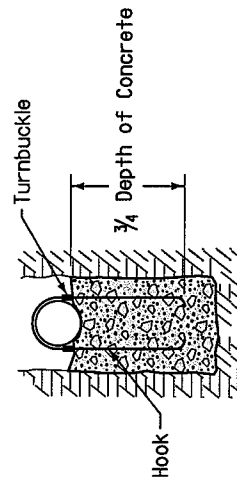
SUDAS	Iowa Department of Transportation	REVISIONS	NEW 04-21-09
		FIGURE 5010.101	WM-101
STANDARD ROAD PLAN		SHEET 1 of 2	
REVISIONS: New. Replaces SUDAS Figure 5010.1		DESIGNER: Deanne M. Smith	
SUDAS DIRECTOR		DESIGN METHOD: ENGINEER	

THRUST BLOCKS

CHANGES IN PIPE DEPTH



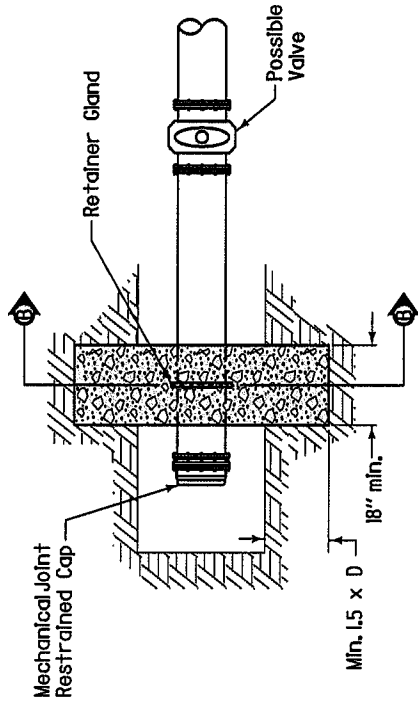
ELEVATION



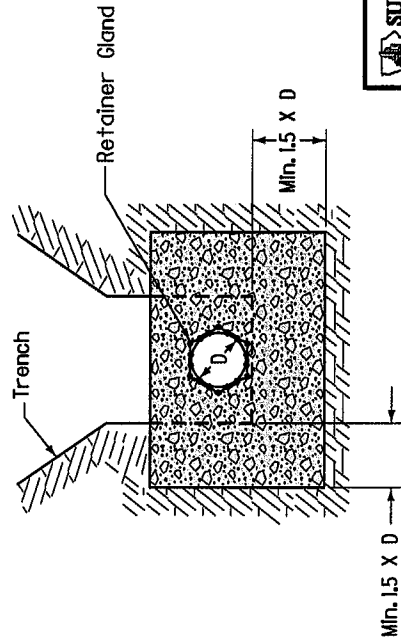
SECTION A-A

DEAD ENDS (ALTERNATE METHOD)

Use only when allowed by the Engineer, or when specified in the contract documents.



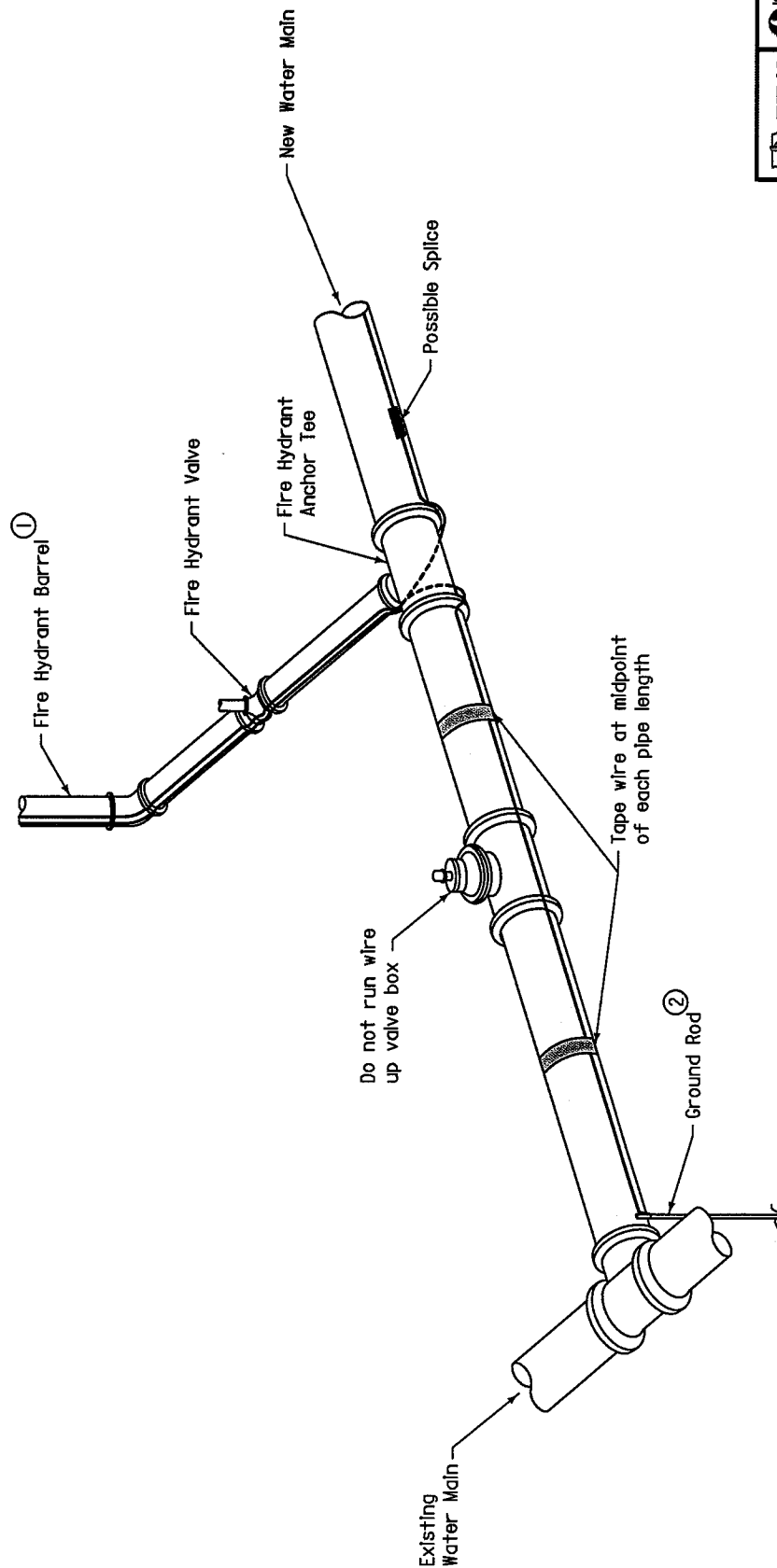
PLAN



SECTION B-B

SUDAS	Iowa Department of Transportation	DESIGN
FIGURE 5010.101	STANDARD ROAD PLAN	NEW 04-21-09
REVISIONS: New. Replaces SUDAS Figure 5010.1.	SUDAS DIRECTOR	WM-101
SUDAS DIRECTOR	DESIGN METHOD ENGINEER	SHEET 2 of 2
THURST BLOCKS		

- ① Extend tracer wire up fire hydrant barrel to internal terminals of tracer wire station and back down. Refer to WM-201 for details of fire hydrant assembly.
- ② Clamp tracer wire to ground rod at system termination points.



	SUDAS		Iowa Department of Transportation	REVISION
				NEW 04-21-09
	FIGURE 5010.102		STANDARD ROAD PLAN	WM-102
				SHEET 1 of 1
REVISIONS: New. Replaces SUDAS Figure 5010.3				
SUDAS DIRECTOR		Deanne McPhail		
		DESIGN METHOD ENGINEER		
TRACER SYSTEM				

EDA PROJECT SIGN SPECIFICATIONS

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EDA PROJECT SIGN

The Contractor shall supply, erect, and maintain in good condition a project sign according to the specifications set forth below:

EDA SITE SIGN SPECIFICATIONS

Size: 4' x 8' x ¾"

Materials: Exterior grade/MDO plywood (APA rating A-B)

Supports: 4" x 4" x 12' posts with 2" x 4" cross branching

Erection: Posts shall be set a minimum of three feet deep in concrete footings that are at least 12" in diameter.

Paint: Outdoor enamel

Colors: Jet Black, Blue (PMS300), and Gold (PMS7406). Specifically, on white background the following will be placed:

The U. S. Department of Commerce seal in blue, black, and gold;

“EDA” in blue;

“U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT

ADMINISTRATION” in black;

“In partnership with” in blue;

(Actual name of the) “EDA Grant Recipient” in black;

Lettering: Specific fonts are named below; positioning will be as shown on the attached illustration.

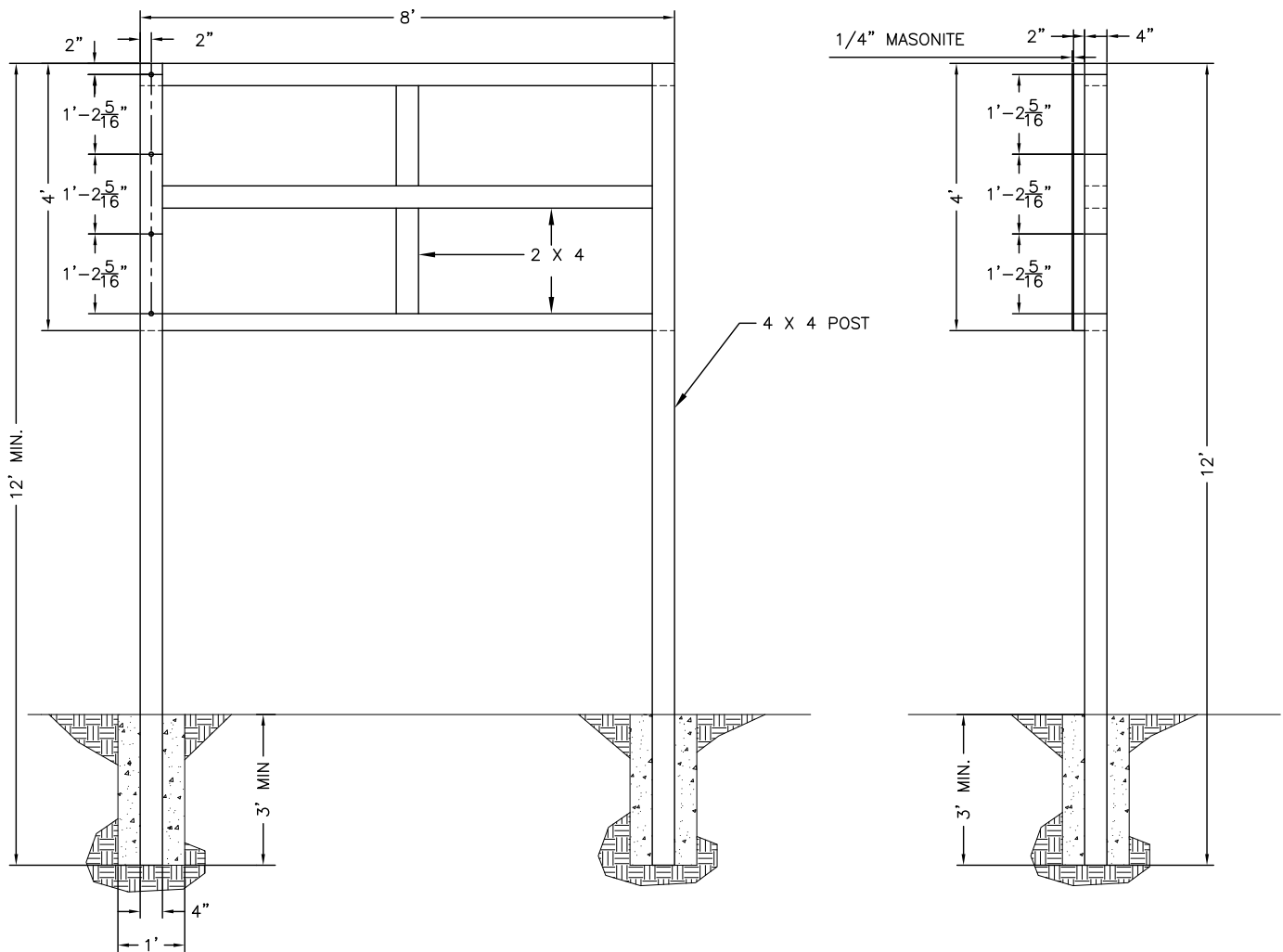
“U. S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT
ADMINISTRATION” use Bank Gothic Medium - **BANK GOTHIC MED**

“In partnership with” use UniversTM 55 Oblique - **Univers 55**

(Name of) “EDA Grant Recipient” use UniversTM Extra Black 85 **Univers 85**

Project signs will not be erected on public highway rights-of-way. If any possibility exists for obstruction to traffic line of sight, the location and height of the sign will be coordinated with the agency responsible for highway or street safety in the area.

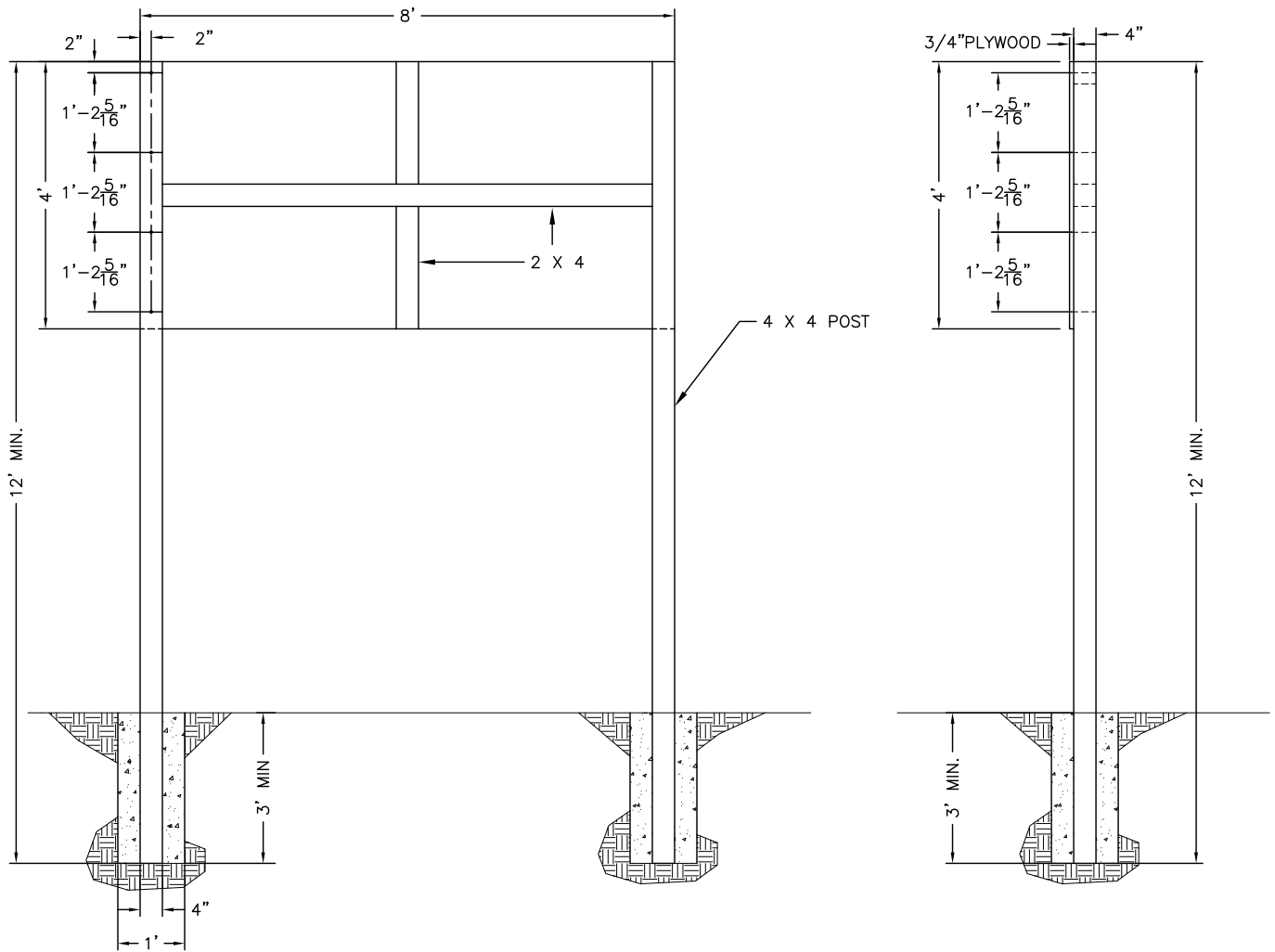
The EDA Regional Director may permit modifications to these specifications if they conflict with state law or local ordinances.



SIGN A
MASONITE SIGN
SCALE: 3/8" = 1'

PROJECT - SIGN A

ECONOMIC DEVELOPMENT ADMINISTRATION



SIGN B
PLYWOOD SIGN
SCALE: 3/8" = 1'

PROJECT - SIGN B

ECONOMIC DEVELOPMENT ADMINISTRATION



EDA

U.S. DEPARTMENT OF COMMERCE ECONOMIC DEVELOPMENT ADMINISTRATION

In partnership with

<EDA Grant Recipient Name>



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GEOTECHNICAL REPORT

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February 25, 2020

Project No: 202009EEB

Bolton & Menk, Inc.
Attn: Mr. Greg Broussard, P.E.
1519 Baltimore Drive
Ames, Iowa 50010

Re: Executive Summary
Edgewood Extension
Marshalltown, Iowa

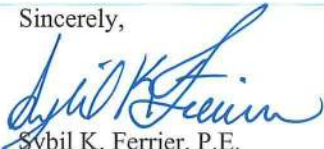
Dear Mr. Broussard,

Thank you for the opportunity to provide our services for the above referenced project. Upon completion of the geotechnical drilling and analysis, the following summary of the findings can be concluded from the data.

- The site consists of mainly alluvial soils deposits, classified as CL and SP soils. The natural, on-site soils are considered non-expansive by nature. The on-site soils are very sensitive to moisture content fluctuations, especially the granular alluvium soils encountered. This will create low bearing or difficult compaction scenarios. It may be necessary to re-work (farm) or chemically stabilize the soils to adjust the moisture contents to an acceptable range for compaction.
- Proctor values of the virgin material from the borings have not been established. It is likely these virgin soils will be intermixed with other fill materials, therefore it is recommended the Proctor values be established at the time of construction.
- Groundwater was noted during drilling operations near depths of 7-12 feet below existing grade. Dewatering techniques will become necessary during construction, as these levels tend will fluctuate with seasonal changes.
- These soil types will not support trenching operations, especially if encountered at very high moisture contents. When areas of increased sand or silt content are encountered, they will cave or collapse rapidly, due to lack of cohesion and support. This is especially dangerous if water is flowing freely throughout the excavation. All excavations should be adequately sloped or braced for safety if it is necessary for personnel to enter excavations. Excavation side slopes should be constructed and maintained in accordance with all local, state and federal requirements, including OSHA 29 CFR, part 1926. Trench boxes will be necessary during infrastructure installation.
- Detention pond soils are suitable to be utilized as general fill soils across the site. There will be localized areas of sand and sand pockets present, which will need to be capped with cohesive materials prior to the detention ponds areas reaching normal pool level. A minimum 2 ft cohesive liner will likely be necessary to achieve normal pool elevations in the detention pond areas.
- Pavements can be supported on the natural soils, which should be scarified and recompacted to support the desired pavement sections. The pavement sections could also be supported on granular subbase for additional drainage enhancements. It is recommended to utilize a 10 inch pavement section for streets. This should be increased in areas receiving higher traffic loads, such as near intersections, existing tie-ins, etc.

Please feel free to call should you have questions or if I may be of further assistance.

Sincerely,


Sybil K. Ferrier, P.E.
Principal Engineer


Doug Clement
President/CEO



GEOTECHNICAL INVESTIGATION

FOR

EDGEWOOD EXTENSION

MARSHALLTOWN, IOWA

Project No: 202009EEB

Performed For:

Bolton & Menk, Inc.
Attn: Mr. Greg Broussard, P.E.
1519 Baltimore Drive
Ames, Iowa 50010

Conducted By:

Construction Materials Testing, Inc.
1610 E. Madison Ave
Des Moines, IA 50313

February 25, 2020

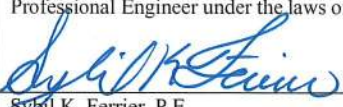
	I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.	
	 Sybil K. Ferrier, P.E. License No. 20479	<u>2-25-20</u> Date
	My License renewal date is <u>December 31, 2020</u> . Pages or sheets covered by this seal: <u>All Pages</u> .	



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GEOTECHNICAL ENGINEERING REPORT

Edgewood Extension

Marshalltown, Iowa

Project No: 202009EEB

February 25, 2020

PROJECT BACKGROUND

The City of Marshalltown is planning a new industrial development located on the east side of Marshalltown, Iowa. This new development will be approximately 69 acres size and will require site grading on the order of 5 feet or less. The area will be parceled off into 8 parcels for development, ranging in size from 1.94 to 10.85 acres. New streets and utilities will be installed to service the industrial park, in addition to utilizing detention ponds for stormwater control. Thirteen borings were conducted within the development area to evaluate soil conditions. The purposes of this report are to describe the subsurface conditions encountered in the borings, analyze and evaluate the test data, and provide geotechnical recommendations regarding the design and construction of the new industrial park.

FIELD EXPLORATION

Field exploration was conducted on February 10, 2020. The boring locations were selected and staked in the field by Bolton & Menk, Inc. Topographic site information was also provided by Bolton and Menk. Individual Boring Logs and a Site Plan are included in the attachments of this report showing the findings and locations of the borings.

The borings were drilled with a truck-mounted drill rig using continuous flight augers to advance the boreholes. Representative samples were obtained at various intervals using augers and split spoon samplers in general accordance with ASTM procedures. Field logs of each boring were recorded by the drill crew during drilling operations. These logs contain visual classifications of the materials encountered as well as the driller's interpretation of the subsurface conditions between samples during drilling. Soil samples were sealed and returned to the laboratory for further testing and classification. The final Boring Logs (see attached) represent an interpretation of the field logs and include modifications based on laboratory observations and test results for the samples.

SITE AND SUBSURFACE CONDITIONS

Site Geology

The site is located east of Marshalltown and this geologic region of Iowa is known as the Southern Iowa Drift Plain. Many of the natural soils present consist of wind-blown and flood plain derived sediments that are typically relatively uniformly sized silt and clay particles. Loess soils consist of comparatively homogeneous sized wind-blown sediments. Underlying the loess soils are much stiffer Pre-Illinoian glacial till soils that are a more consistent mixture of silts, sands and clays. The upper more weathered portion of the Pre-Illinoian glacial till, referred to as paleosol, is typically a higher clay content soil.



Soil Conditions

Specific subsurface soil conditions at each boring location are presented on the individual Boring Logs, enclosed in the appendix. The stratification boundaries shown on the Boring Logs represented the approximate boundary lines where changes in soil formations may occur. In-situ the transition between materials is more gradual than what is presented on the Boring Logs. Based on the borings, the subsurface conditions can be generalized as follows:

Topsoil – Topsoil consisting of very dark brown sandy lean clay (CL) with trace organics was encountered at the surface in all borings. The topsoil was at various depths ranging between 1.5 to 3 feet thick across the site. The organic zone was observed to be approximately 12-18 inches in thickness.

Cohesive Alluvium – Cohesive alluvial soils consisting of brown-light brown and brown sandy lean clay (CL) was encountered beneath the topsoil in all borings. The cohesive alluvium exhibited soft to stiff consistencies in a moist to very moist condition. This soil stratum was encountered to depths ranging from 5-10 feet below existing grades across the site.

Granular Alluvium – Granular alluvium was found beneath the cohesive alluvium in all bores. This layer of alluvial soils was comprised of brown fine to coarse sand (SP) with traces of clay. Increasing gravel content was noted in the deeper sections of the bores. The sands exhibited medium dense to dense consistencies in a moist to wet condition. All thirteen bores terminated in the granular alluvium near a depth of 20 feet below existing grade.

Boring No. 4 - Boring location No. 4 was only a pavement core, cut through the existing pavement along Woodland Street. The pavement was comprised of approximately 3 inches of hot mix asphalt. The mix appeared to be comprised of ½ inch limestone and natural sand aggregates. The core was in fair condition, however, the bottom of the core was beginning to experience moisture deterioration. Beneath the core, approximately 6 inches of granular subbase was found. This was also comprised of a limestone product. It appeared to be a granular subbase or modified subbase gradation. The subbase was in a damp to moist condition at the time of coring. Refer to the appendix of this report for a picture of the recovered core.

Groundwater Observations

Groundwater accumulation was noted between depths of 7 to 12 feet below existing grades during drilling operations. Most of the groundwater was observed to be a “perched” water table, at the bottom end of the cohesive alluvium soil stratum, on top of the granular layers. Boring No. 11 remained dry during drilling operations. It should be anticipated that groundwater levels will likely fluctuate between drilling and construction operations, which means dewatering techniques may become necessary. Brown-gray coloring of the soil is another indication of potential groundwater levels. Fluctuations in groundwater can occur from varying amounts of precipitation, changes in surface coverage (i.e. adding pavements or vegetation), irrigation practices, etc. These short term observations are not necessarily an accurate indication of normal groundwater levels. Long-term observations would be required to better define the natural groundwater level in this area.

PROCEDURES

Laboratory Testing

The soil samples were classified in the laboratory based on visual observations, moisture content and strength tests. The soil descriptions and group symbols presented on the Boring Logs for native soils are in general accordance with the Unified Soil Classification System (USCS). The results of the laboratory tests are shown on the boring logs attached to this report.



ENGINEERING ANALYSIS AND RECOMMENDATIONS

Site Preparation

Site preparation should consist of the stripping of any organic or loose material present near the surface, such as existing topsoil. This could be on the order of 12-18 inches or less to adequately remove the organic zone of the topsoil across the site. The topsoil should be stockpiled for use to re-dress the landscaping after construction operations are completed. If encountered, any mature vegetation, roots, or other large areas of organic materials, should be removed from the construction area and properly backfilled prior to further grading or construction operations.

During the initial site exploration, the moisture contents of the natural soils were generally above (+2-4%) the recommended moisture content for compaction. Adjustment of the moisture content may be necessary during grading operations to achieve the desired amount of compaction at the preferred moisture content. If the soils are wetter during grading operations and weather permitting, farming the soils is a very economical way to lower the moisture content of the soils. If farming is not a feasible option, chemical stabilization can be conducted with cement, fly ash or hydrated quick lime. Chemical stabilization options can be discussed further as construction progresses and site conditions warrant stabilization. If elected, dosage rates should be determined at the time of construction to adjust for current soil moisture contents and the chemical chosen for stabilization.

Earthwork Considerations

The alluvial soils encountered on this site are easily disturbed by construction operations, due to their natural affinity for a high moisture content and lower than typical cohesion. Traditionally, these soils are very low shear strength soil due to the high moisture content and low clay content. Some areas may require repair or remediation during construction. This could consist of remove and replace or a chemical stabilization prior to placing structures or pavements. During excavations, a backhoe should be utilized over track equipment to minimize the soil disturbance. If areas of very soft or wet soils are encountered, the area may need to be over-excavated and backfilled to provide a suitable bearing stratum for the structures. Other alternatives such as a granular surfacing could also be considered. Granular surface treatments allow for drainage beneath utility lines and pavements.

The on-site soils are suitable for general grading applications, if properly moisture conditioned. The soils are classified as non-expansive, however, they have a natural affinity for high moisture contents. If areas of heavy organics are identified during construction, they should be removed and properly backfilled prior to further construction. It is recommended for any fill or borrow material to consist of a non-expansive (CL) cohesive material, free of organics and rubble, or a granular material. The cohesive material (clays) should be compacted to a minimum of 95 percent of the maximum dry density as determined by ASTM D-698 (Standard Proctor Test) at a moisture content of -1 to +4 percent of optimum. If utilizing a granular fill, the material should be compacted to a minimum of 98 percent of the material's maximum dry density at a moisture content of -3 to +3 percent of optimum, as determined by ASTM D-698. No fill should be placed in lifts greater than one foot in thickness. All fill materials, cohesive or granular, should be pre-approved prior to placement. It is recommended for CMT personnel to be on-site during construction to verify compaction or material suitability during the grading process.

As previously mentioned, these soils have a natural affinity for water, therefore they have a high natural moisture content. These soil types will not support trenching operations, especially if encountered at very high moisture contents. In addition, the granular alluvium (sand) stratum will not stand vertical in excavations. When areas of increased sand or silt content are encountered, they will cave or collapse rapidly, due to lack of cohesion and support. This is especially dangerous if water is flowing freely throughout the excavation. All excavations should be adequately sloped or braced for safety if it is necessary for personnel to enter excavations. Excavation side slopes should be constructed and maintained in accordance with all local, state and federal requirements, including OSHA 29 CFR, part 1926.



Detention Pond Earthwork and Design

The provided site plan indicates detention ponds will be utilized for stormwater control. It is anticipated these ponds will be approximately 20 feet deep, when normal pool elevation is achieved. The following considerations should be noted during design and construction.

Proper grading and compaction techniques will be a key to the successful construction of the pond sideslopes. Typically, slope embankments of 3:1 (horizontal:vertical) or flatter are considered to be stable, as long as the sideslopes are not subject to moisture seepage from water bearing layers. A flatter sideslope would increase the stability of the sideslopes. If moisture seepage is encountered on the cut slopes above normal pool elevation, then subsurface drainage may be required to intercept the seepage and maintain long term stability. Refer to the attached diagram for a typical slope interceptor drainline, should it be warranted during construction. It is common for glacial till deposits to contain pockets of sand or areas of increased sand content. These layers can cause moisture seepage and soil creep, causing pond side slopes to collapse prior to the pond reaching final pool elevations. If moisture seepage is encountered during grading operations, this could also cause the pond sidewalls to cave or collapse.

To maintain a constant and permanent pool elevation, it is recommended that a compacted soil liner be created. On the bottom of the pond and sideslopes, it is recommended for a minimum of 24 inches of cohesive soil be reworked and compacted to provide an adequate layer. When areas of increased sand content or sand layers are encountered during excavations, these areas should be capped with additional compacted cohesive soil prior to further construction, per the direction of the geotechnical engineer. If this process does not control the seepage, alternatives for capping the area with bentonite or high clay content (expansive) soils can be considered. It should be noted that prior to the pond reaching permanent pool levels, seepage zones may become apparent and cause sloughing of the pond liner. These areas will require repair prior to the pond reaching the desired pool level.

Exterior Pavement Support and Design Considerations

The on-site natural soils are suitable for pavement subgrade preparation when properly moisture conditioned. Pavement subgrades should be thoroughly scarified and re-compacted to a minimum depth of 12 inches in order to maintain as much uniformity as possible. By scarifying and re-compacting the soils, a more homogeneous subgrade can be constructed. This will help to reduce the potential for differential settlements to occur within the pavements, especially if transition points from clay to sand are present along the subgrade alignment. In addition, the subgrade preparation should be conducted to a minimum width of 2 feet beyond the edge of the pavements to eliminate the potential for curb and gutter settlements. If soil subgrades prove to be unsuitable during construction, chemically stabilizing the subgrade may be done with cement, fly ash or quick lime. If warranted, chemical dosage rates should be determined at the time of construction to adjust for current soil moisture contents and the chemical chosen for stabilization.

If a concrete pavement is utilized, the pavement can be designed for a modulus of subgrade reaction of 100 pounds per cubic inch or a minimum CBR value of 3 when placed on the prepared subgrade. If a hot mix asphalt pavement is utilized, the subgrade should be designed for a modulus of 2,000 pounds per square foot.

For the anticipated traffic loads in this site, CMT recommends a 10 inch thick PCC pavement consisting of 4,000 psi mix with a 6 percent entrained air content for a pavement section. If a HMA pavement is considered, CMT recommends a 3,000,000 ESAL mix for each lift. The lifts should consist of 6 inches of $\frac{3}{4}$ inch base mix, placed in two lifts, 2 inches of $\frac{1}{2}$ inch intermediate mix, and 2 inches of $\frac{1}{2}$ inch surface mix. The pavement sections should be increased in thickness for areas receiving higher traffic loads, such as near intersections, existing tie-ins, or service vehicle approaches, etc.



Pavement Drainage Considerations

Excess water from irrigation methods, rainfall events or general surface water runoff can infiltrate the pavement structure through cracks and joints. This type of water infiltration typically leads to premature pavement failures, seen as joint spalling, heaving of panels or pavement staining if not maintained appropriately. The fluctuations in groundwater levels can increase the risk for unwanted pavement faulting. Seasonal fluctuations have shown that perimeter drains, edge drains or a granular subbase can enhance the lifetime of the pavement structure.

Proper drainage will also aid in reducing the amount of differential settlement a pavement experiences. If this is a concern, one option would be to place a granular subbase under the pavements to aid in drainage. The granular subbase could consist of a one inch clean granular material, such as crushed limestone, D-57 stone or IDOT Modified Subbase and be placed a minimum of 6 inches in thickness. If edge drains are desired, they could be installed behind the curb and gutter system and connected to storm drains. Edge drains consisting of 4 inch perforated PVC pipe would be adequate to maintain soil moisture contents. Drain tiles could also be considered to aid in removing excess water from under the pavements and should be surrounded by a free draining granular material. This will help in maintaining the groundwater table beneath the pavements and alleviate frost heave potentials. All drainlines should be constructed to drain to a suitable outlet, or daylighted out away from structures so as not to re-introduce water to those structures.

Pavement Frost Heave Considerations

Transition points in soil subgrades or soils that exhibit predominate textural changes (silts to clays, sands to clays, etc.) can react differently to frost heave movements, even when groundwater levels are uniform beneath the pavements. These transition areas may not be apparent from the ground surface, but could exist within the zone of influence beneath the pavements (within several feet bottom of the pavement structure). These transitions points can create faulting in the pavement sections, or non-uniform frost heave movements. It may not be possible to delineate these zones from boring information alone, however remedial measures can be taken to reduce the potential for these movements to occur. The soils at this site are comprised of predominately silty clays and sand, with a natural affinity for high moisture content and ability to freely move groundwater. To alleviate the potential for frost heave, groundwater levels should be maintained as low as possible beneath pavements. Dewatering techniques, such as drainlines or subdrains, or utility trench bedding material, can be designed to divert water from beneath pavements. Proper utility line installation and curb backfill process can also improve frost heave potential.

GENERAL COMMENTS

CMT should be retained for testing and observation during construction to help determine that the design recommendations are fulfilled.

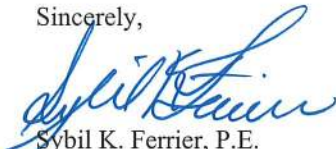
The analysis and recommendations presented in this report are based upon the data obtained from the soil borings performed at the indicated locations and from any other information discussed in this report. This report does not reflect any variations, which may occur between borings. If, during construction, the nature and extent of such variations appear evident; it will be necessary to reevaluate the recommendations of this report.

The scope of service for this project does not include either specifically or by implication any environmental assessment of the site or identification of contaminated or hazardous materials or conditions. If the owner is concerned about the potential for such contamination, other studies should be undertaken.



This report has been prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted geotechnical engineering practices. No warranties, either express or implied are intended or made. In the event that any changes in the nature, design or location of the project as outlined in this report are planned, the conclusions and recommendations contained in this report shall not be considered valid, unless the changes are reviewed and the conclusions of this report are modified or verified in writing by the geotechnical engineer.

Sincerely,



Sybil K. Ferrier, P.E.
Principal Engineer



Doug Clement
President/CEO

Boring No. 4
Recovered HMA Section





APPENDIX

GENERAL NOTES - BORING LOG DESCRIPTIONS

Soil descriptions stated on the Boring Logs are based on the Unified Soil Classification System as stated in ASTM Designations D-2487 and D-2488. The Unified Soil Classification group symbol listed in the table below correlate to the group symbols listed on the Boring Logs. The classification is mainly based on visual observations to define the soil characteristics. If a more detailed soil description is required, additional soil testing will be conducted to better define the soil characteristics.

Group Symbol	Group Name	Group Symbol	Group Name	Group Symbol	Group Name	Group Symbol	Group Name
SW	Well-graded Sand	GW	Well-graded Gravel	CL	Lean Clay	CH	Fat Clay
SP	Poorly-graded Sand	GP	Poorly-graded Gravel	ML	Silt	MH	Elastic Silt
SM	Silty Sand	GM	Silty Gravel	OL or OH	Organic Silt	Pt	Peat
SC	Clayey Sand	GC	Clayey Gravel		Organic Clay		

RELATIVE DENSITY OF COARSE-GRAINED SOILS		CONSISTENCY OF FINE-GRAINED SOILS		
<i>SPT, bpf</i>	<i>Relative Density</i>	<i>Unconfined Compressive Strength, Q_u, psf</i>	<i>Consistency</i>	<i>SPT, bpf</i>
0-3	Very Loose	< 500	Very Soft	0 – 2
4-9	Loose	500 - 1,000	Soft	2 – 4
10-29	Medium Dense	1,001 - 2,000	Medium Stiff	4 – 8
30-49	Dense	2,001 – 4,000	Stiff	8 – 15
50-80	Very Dense	4,001 – 8,000	Very Stiff	15 – 30
80+	Extremely Dense	8,001 – 16,000	Hard	30 – 100
		>16,000	Very Hard	>100

GRAIN SIZE TERMINOLOGY		RELATIVE PROPORTIONS		
<i>Major Component of Sample</i>	<i>Size Range</i>	<i>Descriptive Terms(s) (of components also present in sample)</i>	<i>Fines Percent of Dry Weight</i>	<i>Sand and Gravel Percent of Dry Weight</i>
Cobbles	12 in. to 3 in. (300 mm to 75 mm)	Trace	< 5	< 15
Gravel	3 in. to #4 sieve (75 mm to 4.75 mm)	With	5 – 12	15 – 29
Sand	#4 to #200 sieve (4.75 mm to 0.074 mm)	Modifier	> 12	> 30
Silt or Clay	Passing #200 sieve (> 0.074 mm)			

DRILLING AND SAMPLING ABBREVIATIONS

Drilling Methods

CFA – Continuous Flight Auger; typically, 4, 6, or 8 inches in diameter (ASTM D 1452)

HSA – Hollow Stem Auger; 6 or 8 inches in diameter, continuous flight auger remains in bore hole with undisturbed soil samples obtained from center of auger.

HA – Hand Auger; typically with a 4 inch or less diameter auger

Sample Types

SS - Split Spoon; samples obtained with a 140 lb manual hammer in accordance with ASTM D1586.

SSA – Split Spoon; samples obtained with a 140 lb automatic hammer in accordance with ASTM D 1586.

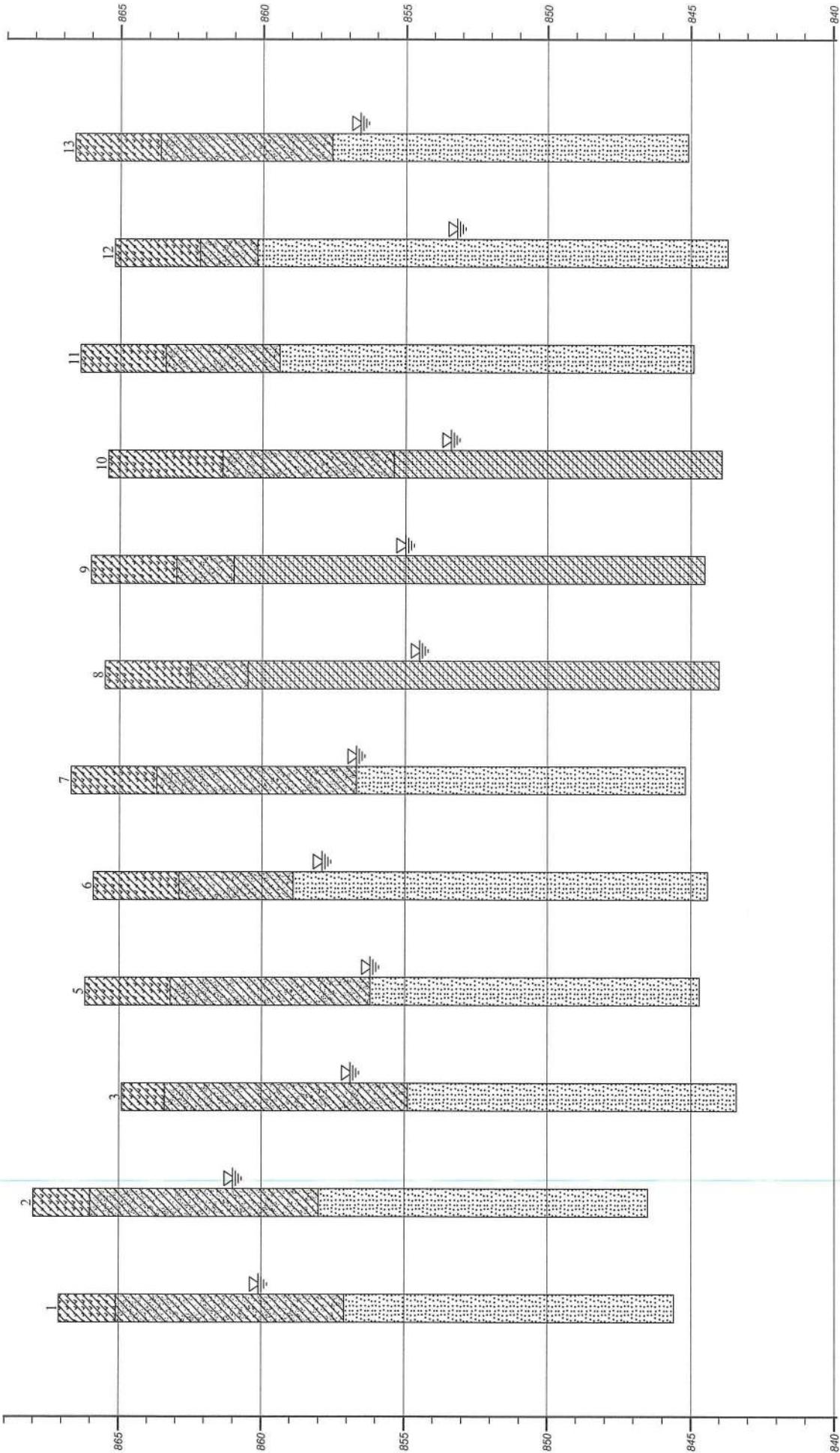
ST – Shelby Tube; thin walled tube samples, typically for cohesive soils, in accordance with ASTM D1587.

SPT- Standard Penetration Test: The number of blows required to drive a sampler, either split spoon or drive cone, into the soil with a 140 lb mass dropped a distance of 30 inches, in accordance with ASTM D 1586, and the number of blows are recorded in each 6 inch interval over a distance of 18 inches. Blow counts are reported for each 6 inch interval or the sum of the last two intervals is reported. The sum of the last two intervals is referred to as N, in blows per foot.

BS – Bulk Disturbed Sample

CPT – Cone Penetration Test; A device in which a 60° cone is pushed continuously into the soil and the cone end resistance is measured for skin friction and end bearing (ASTM D3441).

ELEVATION IN FEET



Strata symbols

- Topsoil
- Sandy lean clay
- Poorly graded sand
- Clayey sand

CONSTRUCTION MATERIALS TESTING GENERALIZED SOIL PROFILE

HORIZONTAL SCALE: 1"=5'
DRAWN BY/APPROVED BY
DATE DRAWN
2/25/2020

Edgewood Extension
Marshalltown, IA

PROJECT NO. 202009EEB
FIGURE NUMBER



Boring No. 1

Project Edgewood Extension

Client Marshalltown, IA
Bolton & Menk, Inc

Surface Elev. 867.1 FT

Project No. 202009EEB

Depth Ft.	Sample #	Method	SPT bpf	Moisture %	Dry Density pcf	Unconfined Compressive Strength	Cross Section	Material Description *	USCS	Water Level
0								Very dark brown sandy lean clay, trace organics, moist TOPSOIL	CL	
								Brown sandy lean clay, moist to very moist	CL	
5	1	CS		21.8		1,500**		Increasing sand content after 5 ft. COHESIVE ALLUVIUM Groundwater noted near 7 ft during drilling operations.		
10	2	CS		32.8		500**		Brown fine to coarse sand, trace clay, moist to wet	SP	
15	3	CS		16.8		2,500**		GRANULAR ALLUVIUM		
20	4	CS		13.6		3,500**				
25								End of Boring **Estimated using calibrated penetrometer		
30										

Groundwater Level Observations

WD 7.0 FT

IAD

1610 E. Madison Ave. • Des Moines, Iowa 50313

(515) 263-0794 • Fax (515) 263-0851



Boring No. 2
 Project Edgewood Extension
 Client Marshalltown, IA
 Bolton & Menk, Inc
 Surface Elev. 868.0 FT
 Project No. 202009EEB

Depth Ft.	Sample #	Method	SPT bpf	Moisture %	Dry Density pcf	Unconfined Compressive Strength	Cross Section	Material Description *	USCS	Water Level
0								Very dark brown sandy lean clay, trace organics, moist TOPSOIL	CL	
								Brown-light brown very sandy lean clay, moist to very moist	CL	
5	1	CS		13.6		2,500**		COHESIVE ALLUVIUM Groundwater noted near 7 ft during drilling operations.		
10	2	CS		18.4		1,500**		Brown fine to coarse sand, trace clay, moist to wet	SP	
15	3	CS		16.9		3,500**		GRANULAR ALLUVIUM		
20	4	CS		14.0		4,000**				
25								End of Boring **Estimated using calibrated penetrometer		
30										

Groundwater Level Observations

WD 7.0 FT
 IAD

1610 E. Madison Ave. • Des Moines, Iowa 50313
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Boring No. 3
 Project Edgewood Extension
 Client Marshalltown, IA
 Bolton & Menk, Inc
 Surface Elev. 864.9 FT
 Project No. 202009EEB

Depth Ft.	Sample #	Method	SPT bpf	Moisture %	Dry Density pcf	Unconfined Compressive Strength	Cross Section	Material Description *	USCS	Water Level
0								Very dark brown sandy lean clay, trace organics, moist TOPSOIL	CL	
								Brown-light brown very sandy lean clay, moist to very moist	CL	
5	1	CS		27.7		500**		COHESIVE ALLUVIUM		
								Groundwater noted near 8 ft during drilling operations.		
10	2	CS		24.7		1,500**		Brown fine to coarse sand, trace clay, moist to wet	SP	
15	3	CS		15.2		3,500**		GRANULAR ALLUVIUM		
20	4	CS		15.5		4,500**				
25								End of Boring **Estimated using calibrated penetrometer		
30										

Groundwater Level Observations

WD 8.0 FT
 IAD

1610 E. Madison Ave. • Des Moines, Iowa 50313
 (515) 263-0794 • Fax (515) 263-0851



Boring No. 4
 Project Edgewood Extension
 Client Marshalltown, IA
 Bolton & Menk, Inc
 Surface Elev. 867.1 FT
 Project No. 202009EEB

Depth Ft.	Sample #	Method	SPT bpf	Moisture %	Dry Density pcf	Unconfined Compressive Strength	Cross Section	Material Description *	USCS	Water Level
0								±3.0 inches HMA		
								±6.0 inches Granular Subbase		
1								End of Boring No groundwater noted during drilling operations.		
2										
3										
4										
5										
6										

Groundwater Level Observations		1610 E. Madison Ave. • Des Moines, Iowa 50313 (515) 263-0794 • Fax (515) 263-0851
WD	Dry ▽	
IAD	▾	



Boring No. 5

Project Edgewood Extension

Client Marshalltown, IA
Bolton & Menk, Inc

Surface Elev. 866.2 FT

Project No. 202009EEB

Depth Ft.	Sample #	Method	SPT bpf	Moisture %	Dry Density pcf	Unconfined Compressive Strength	Cross Section	Material Description *	USCS	Water Level
0								Very dark brown sandy lean clay, trace organics, moist	CL	
								TOPSOIL		
5	1	CS		26.1		1,500**		Brown very sandy lean clay, moist to very moist	CL	
								COHESIVE ALLUVIUM		
10	2	CS		27.3		1,000**		Groundwater noted near 10 ft during drilling operations.		
								Brown fine to coarse sand, trace clay, moist to wet	SP	
15	3	CS		17.8		2,500**		GRANULAR ALLUVIUM		
20	4	CS		16.9		3,000**				
25								End of Boring		
								**Estimated using calibrated penetrometer		
30										

Groundwater Level Observations

WD 10.0 FT ▽

IAD ▽

1610 E. Madison Ave. • Des Moines, Iowa 50313

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Boring No. 6

Project Edgewood Extension

Client Marshalltown, IA
Bolton & Menk, Inc

Surface Elev. 865.9 FT

Project No. 202009EEB

Depth Ft.	Sample #	Method	SPT bpf	Moisture %	Dry Density pcf	Unconfined Compressive Strength	Cross Section	Material Description *	USCS	Water Level
0								Very dark brown sandy lean clay, trace organics, moist	CL	
								TOPSOIL		
5	1	CS		23.1		1,500**		Brown very sandy lean clay, moist to very moist	CL	
								COHESIVE ALLUVIUM		
10	2	CS		25.0		500**		Brown fine to coarse sand, trace clay, moist to wet	SP	
								Groundwater noted near 8 ft during drilling operations.		
15	3	CS		17.0		2,500**		GRANULAR ALLUVIUM		
20	4	CS		12.3		4,000**				
25								End of Boring		
								**Estimated using calibrated penetrometer		
30										

Groundwater Level Observations

WD 8 FT ▽

IAD ▽

1610 E. Madison Ave. • Des Moines, Iowa 50313

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Boring No. 7
 Project Edgewood Extension
 Client Marshalltown, IA
 Bolton & Menk, Inc
 Surface Elev. 866.7 FT
 Project No. 202009EEB

Depth Ft.	Sample #	Method	SPT bpf	Moisture %	Dry Density pcf	Unconfined Compressive Strength	Cross Section	Material Description *	USCS	Water Level
0								Very dark brown sandy lean clay, trace organics, moist	CL	
								TOPSOIL		
5	1	CS		26.1		1,000**		Brown-light brown very sandy lean clay, moist to very moist	CL	
								COHESIVE ALLUVIUM		
10								Groundwater noted near 10 ft during drilling operations.		
	2	CS		17.3		2,500**		Brown fine to coarse sand, trace clay, moist to wet	SP	
15								GRANULAR ALLUVIUM		
	3	CS		13.6		3,500**				
20										
	4	CS		14.5		3,500**				
25								End of Boring		
								**Estimated using calibrated penetrometer		
30										

Groundwater Level Observations

WD 10.0 FT ▽

IAD ▽

1610 E. Madison Ave. • Des Moines, Iowa 50313
 (515) 263-0794 • Fax (515) 263-0851



Boring No. 8
 Project Edgewood Extension
 Client Marshalltown, IA
 Bolton & Menk, Inc
 Surface Elev. 865.5 FT
 Project No. 202009EEB

Depth Ft.	Sample #	Method	SPT bpf	Moisture %	Dry Density pcf	Unconfined Compressive Strength	Cross Section	Material Description *	USCS	Water Level
0								Very dark brown sandy lean clay, trace organics, moist	CL	
								TOPSOIL		
								Brown very sandy lean clay, moist to very moist	CL	
								COHESIVE ALLUVIUM		
5	1	CS		21.3		1,000**		Brown clayey sand, moist to wet	SC	
10	2	CS		7.6		3,500**		Groundwater noted near 11 ft during drilling operations.		
								GRANULAR ALLUVIUM		
15	3	CS		8.8		3,500**		Increasing gravel content after 15 ft.		
20	4	CS		9.6		4,000**				
25								End of Boring		
								**Estimated using calibrated penetrometer		
30										

Groundwater Level Observations		1610 E. Madison Ave. • Des Moines, Iowa 50313 (515) 263-0794 • Fax (515) 263-0851
WD	11.0 FT ▽	
IAD	▼	



Boring No. 9

Project Edgewood Extension

Client Marshalltown, IA
Bolton & Menk, Inc

Surface Elev. 866.0 FT

Project No. 202009EEB

Depth Ft.	Sample #	Method	SPT bpf	Moisture %	Dry Density pcf	Unconfined Compressive Strength	Cross Section	Material Description *	USCS	Water Level
0								Very dark brown sandy lean clay, trace organics, moist	CL	
								TOPSOIL		
								Brown very sandy lean clay, moist to very moist	CL	
								COHESIVE ALLUVIUM		
5	1	CS		20.3		1,000**		Brown clayey sand, moist to wet	SC	
10	2	CS		10.4		4,000**		Groundwater noted near 11 ft during drilling operations.		
15	3	CS		10.0		4,000**		GRANULAR ALLUVIUM		
								Increasing gravel content after 15 ft.		
20	4	CS		12.7		3,500**				
25								End of Boring		
								**Estimated using calibrated penetrometer		
30										

Groundwater Level Observations

WD 11.0 FT ▽

IAD ▽

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Boring No. 10
 Project Edgewood Extension
 Client Marshalltown, IA
 Bolton & Menk, Inc
 Surface Elev. 865.4 FT
 Project No. 202009EEB

Depth Ft.	Sample #	Method	SPT bpf	Moisture %	Dry Density pcf	Unconfined Compressive Strength	Cross Section	Material Description *	USCS	Water Level
0								Very dark brown sandy lean clay, trace organics, moist	CL	
								TOPSOIL		
5	1	CS		28.4		500**		Gray sandy lean clay, moist to very moist	CL	
								COHESIVE ALLUVIUM		
10	2	CS		28.6		500**		Brown clayey sand, moist to wet	SC	
								Groundwater noted near 12 ft during drilling operations.		
15	3	CS		14.4		4,000**		GRANULAR ALLUVIUM		
20	4	CS		15.9		3,500**				
25								End of Boring		
								**Estimated using calibrated penetrometer		
30										

Groundwater Level Observations		1610 E. Madison Ave. • Des Moines, Iowa 50313 (515) 263-0794 • Fax (515) 263-0851
WD	12.0 FT ▽	
IAD	▼	



Boring No. 11
 Project Edgewood Extension
 Client Marshalltown, IA
 Bolton & Menk, Inc
 Surface Elev. 866.4 FT
 Project No. 202009EEB

Depth Ft.	Sample #	Method	SPT bpf	Moisture %	Dry Density pcf	Unconfined Compressive Strength	Cross Section	Material Description *	USCS	Water Level
0								Very dark brown sandy lean clay, trace organics, moist	CL	
								TOPSOIL		
5	1	CS		26.4		500**		Brown very sandy lean clay, moist to very moist	CL	
								COHESIVE ALLUVIUM		
10	2	CS		17.5		2,500**		Brown fine to coarse sand, trace clay, moist to wet	SP	
								GRANULAR ALLUVIUM		
15	3	CS		9.9		3,500**				
20	4	CS		13.4		4,000**				
25								End of Boring **Estimated using calibrated penetrometer No groundwater noted during drilling operations.		
30										

Groundwater Level Observations		1610 E. Madison Ave. • Des Moines, Iowa 50313 (515) 263-0794 • Fax (515) 263-0851
WD	Dry ▽	
IAD	▼	



Boring No. 12
 Project Edgewood Extension
 Client Marshalltown, IA
 Bolton & Menk, Inc
 Surface Elev. 865.2 FT
 Project No. 202009EEB

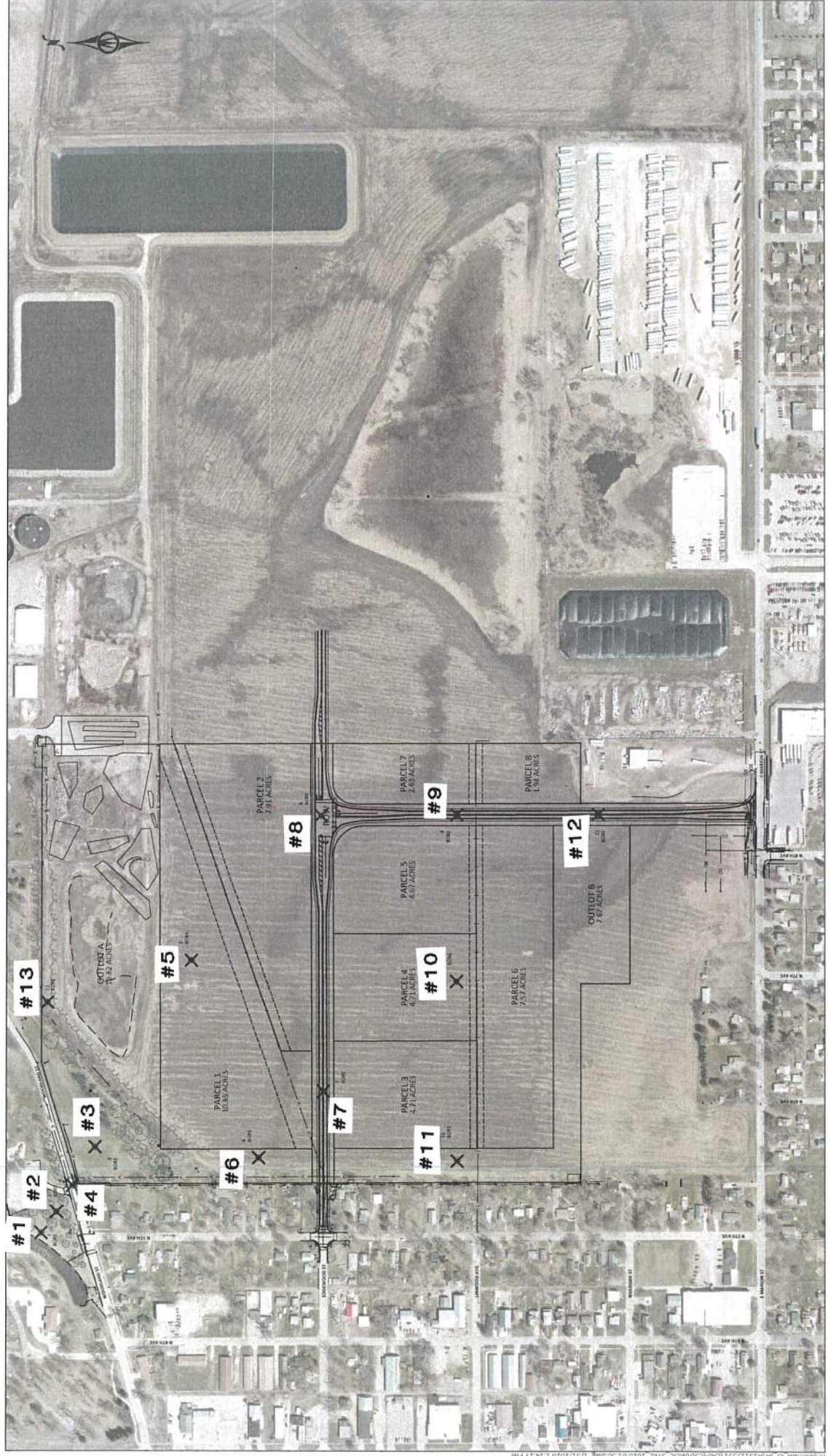
Depth Ft.	Sample #	Method	SPT bpf	Moisture %	Dry Density pcf	Unconfined Compressive Strength	Cross Section	Material Description *	USCS	Water Level
0								Very dark brown sandy lean clay, trace organics, moist	CL	
								TOPSOIL		
								Brown very sandy lean clay, moist to very moist	CL	
								COHESIVE ALLUVIUM		
5	1	CS		9.6		3,500**		Brown fine to coarse sand, trace clay, moist to wet	SP	
10	2	CS		5.0		3,500**				
15	3	CS		12.3		4,500**				
20	4	CS		13.4		4,000**				
25								End of Boring		
								**Estimated using calibrated penetrometer		
30										

Groundwater Level Observations		1610 E. Madison Ave. • Des Moines, Iowa 50313 (515) 263-0794 • Fax (515) 263-0851
WD	12.0 FT ▽	
IAD	▼	



Boring No. 13
 Project Edgewood Extension
 Client Marshalltown, IA
 Bolton & Menk, Inc
 Surface Elev. 866.6 FT
 Project No. 202009EEB

Depth Ft.	Sample #	Method	SPT bpf	Moisture %	Dry Density pcf	Unconfined Compressive Strength	Cross Section	Material Description *	USCS	Water Level
0								Very dark brown sandy lean clay, trace organics, moist	CL	
								TOPSOIL		
5	1	CS		12.4		3,500**		Brown very sandy lean clay, moist to very moist	CL	
								COHESIVE ALLUVIUM		
10	2	CS		22.5		3,500**		Brown fine to coarse sand, trace clay, moist to wet Groundwater noted near 10 ft during drilling operations.	SP	
								GRANULAR ALLUVIUM		
15	3	CS		16.6		4,500**				
20	4	CS		14.1		4,000**				
25								End of Boring **Estimated using calibrated penetrometer		
30										





Marshalltown Fire Department

Annual Report 2021

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Message from the Chief

The members of the Marshalltown Fire Department (MFD) are pleased to offer you this annual report for the year 2021. This working document addresses your fire departments daily activities and accomplishments. It is our goal to offer the highest level of service possible for the citizens and to the business community of Marshalltown.

Many had hoped COVID would become a thing of the past as we moved through 2021. Unfortunately, as we move into 2022, it is still present. Fortunately, it is not affecting operations as it did in 2020.

MFD experienced a busy 2021, responding to 3,174 calls for service. This is the first time in the history of the department that service calls exceeded 3,000. The primary cause of the increase is 9-1-1 calls for medical emergencies. This is not a trend exclusive to Marshalltown. In speaking with other Fire Chiefs in Iowa, many are experiencing 10 to 15 percent increases in department responses as well.

MFD also experienced the retirement of two senior Fire Captains and our Administrative Assistant, as well as the resignation of another fire officer. As such, the department experienced more turnover than in any of my seven years as Chief with five officer promotions, three new firefighters and a new Administrative Assistant.

The department, regrettably, must report a civilian fire fatality in 2021. While this is tragic occurrence, a positive is this has not happened since 2013.

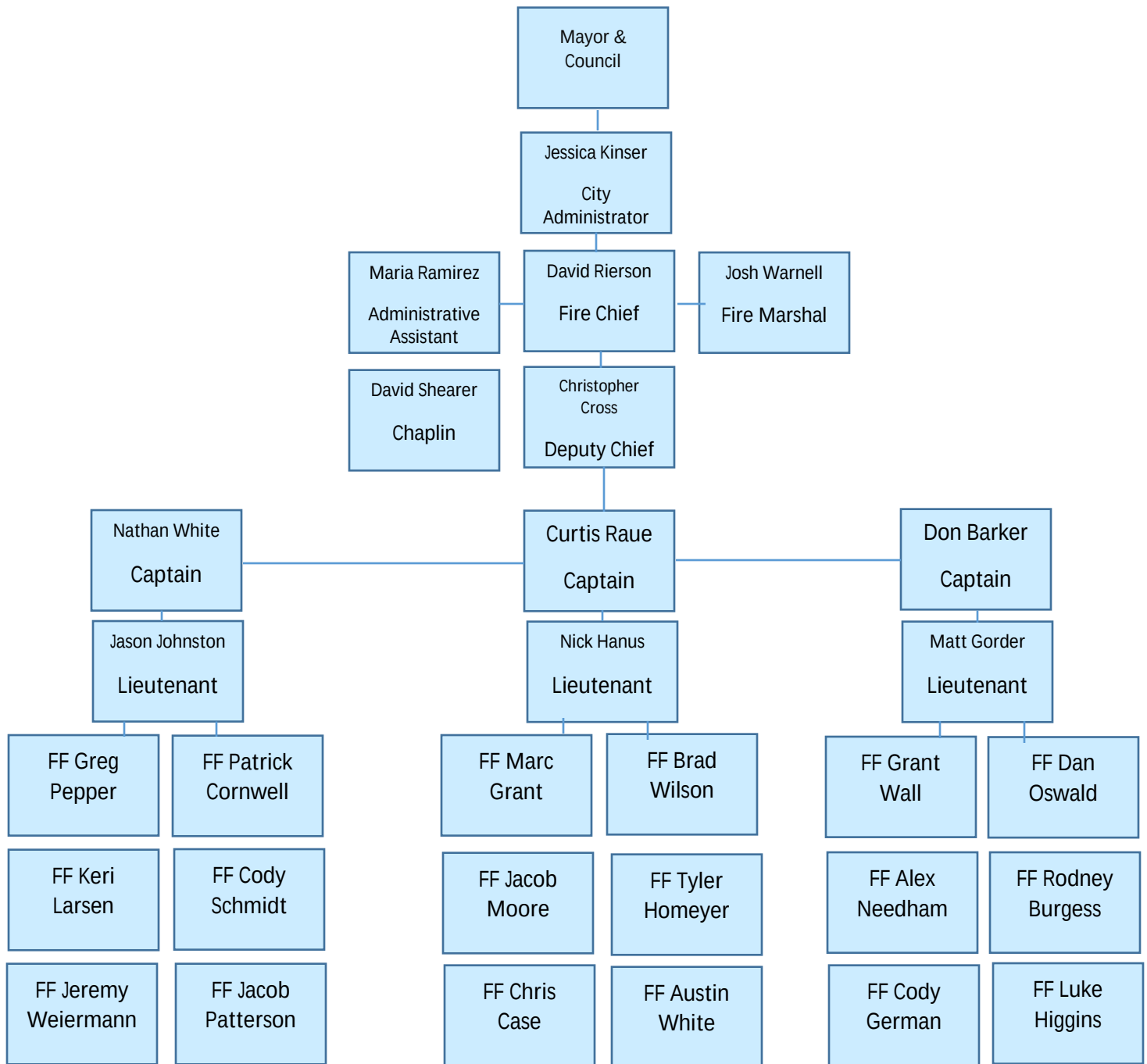
Lastly, 2021 saw the addition of two new fire apparatus and a utility vehicle to our fleet. Without the support of the City Council and a generous donation, this would not have happened. We are fortunate and blessed to have the support of our community.

Sincerely,

David Rierson

David Rierson - Fire Chief

Organizational Structure



Administrative Staff & Officers



David Rierson – Fire Chief



Christopher Cross – Deputy Chief



Joshua Warnell – Fire Marshal



Nathan White - Captain



Curtis Raue - Captain



Don Barker - Captain



Jason Johnston - Lieutenant



Nick Hanus - Lieutenant



Matt Gorder - Lieutenant

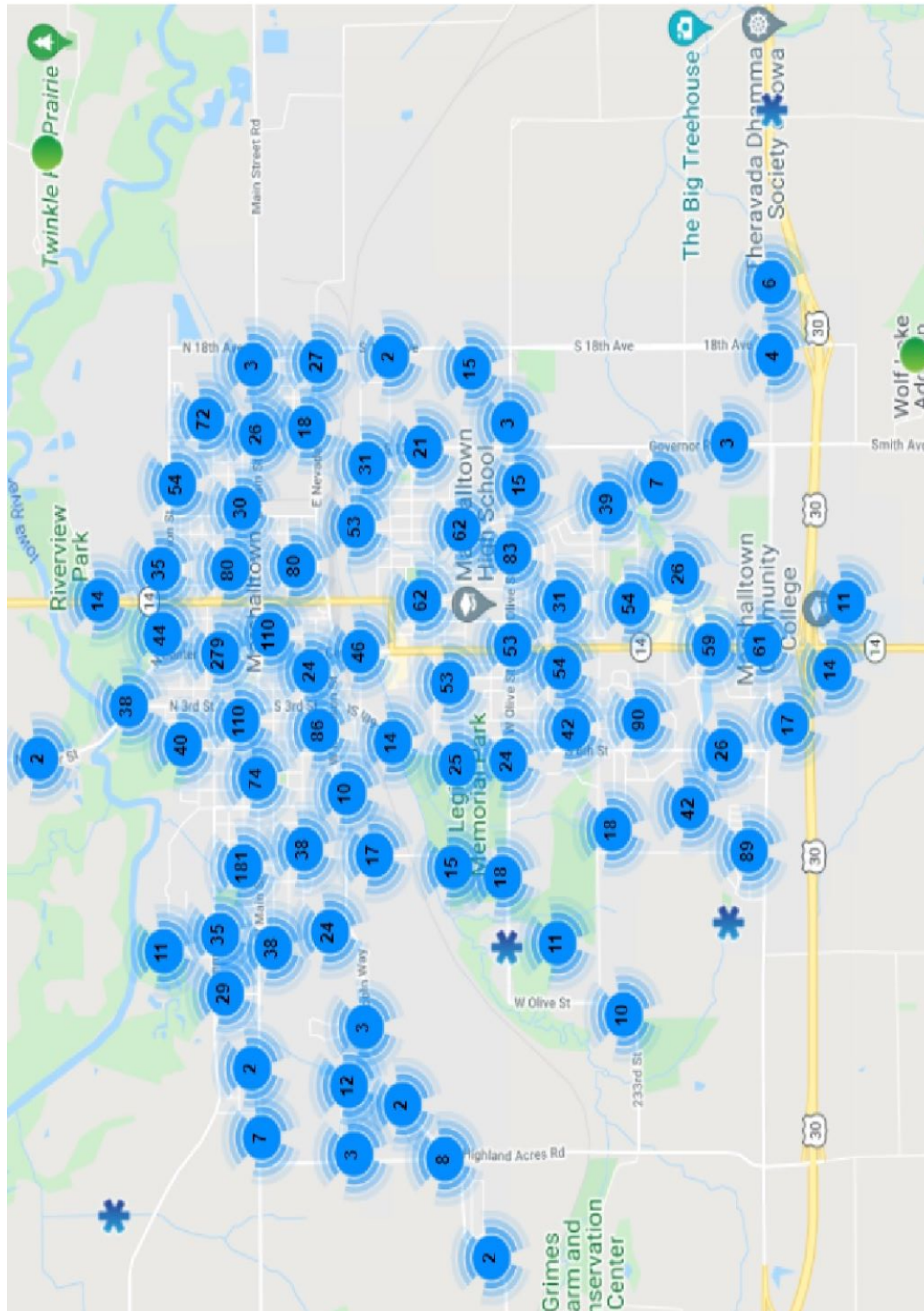
Reports and Statistics

Incident Breakdown

As an all-hazards department, Marshalltown Fire Department responds to emergencies that include fires, emergency medical calls, hazardous materials incidents, water and ice rescue, trench and confined space rescue, and vehicle extrication. In 2021, the department responded to 3,174 requests for service, which represents an increase of 12 percent over 2020 (2,834). Listed below are explanations of the categories and a chart breaking down fires by type and other calls for service as well as a map showing distribution of calls throughout the City.

1. EMS: Includes emergency medical calls and extrications.
2. Hazardous Condition-No Fire: Includes arching or shorted electrical equipment, electrical wiring issues, power lines down, and overheated motor.
3. Fires: Includes structural, vehicle, brush and weeds, and rubbish.
4. False Alarm: Includes accidental alarm trips.
5. Service Calls: Includes Smoke or odor scares, animal rescues, water problems, and public assistance.
6. Hazardous Materials: Includes release, containment, and mitigation of a hazardous substance.

Distribution of Calls - 2021



2021 Fires By Incident Type	Number
Building Fire	20
Cooking Fire (contained)	10
Chimney/Flue Fire (contained)	1
Outside Storage	5
Outside Rubbish, Trash, Waste Fire	4
Dumpster Fire	3
Passenger Vehicle Fire	9
Mobile Property Fire	2
Grass Fire	11
Brush or Brush/Grass Mix Fire	13
Excessive Heat/Overheat	8
Total Fires	86

Fire Loss

In 2021, fire loss is valued at \$400,950, which is a 17.4% increase from 2020 (\$341,470). With a pre-incident value of property involved at \$3,202,056, the department saved \$2,801,106 worth of property.

Fire Injuries/Fatalities

Unfortunately, in 2021 we experienced a civilian fire fatality. The last fatality occurred in 2013.

Residential Structure Fires





EMS

Marshalltown Fire Department responds with UnityPoint EMS on specific medical calls for service. In some instances, the department arrives on scene prior to the ambulance and begins patient care. EMS calls responded to include cardiac arrest/CPR, difficulty breathing, seizures, diabetics, strokes, and traumatic injuries. Additionally, there are times when the fire department crew, depending on patient condition, help either render patient care in the ambulance or drive it for the EMS crew to the hospital. In 2021, the department responded to 2,110 medical calls, assisted in patient care 17 times (0.8%) and drove the ambulance for the EMS crew 53 times (2.5%). At times, the responding fire crew finds itself waiting on scene for an ambulance. In 2021, responding crews waited on scene for an ambulance for greater than 10 minutes 29 times (1.4%).



Operations

To fully understand our operation and to ensure the best service delivery possible, specific factors related to our service are analyzed. These factors include response time performance, requests by time of day and day of week, overlapping calls, and calls by month. The definition of “response time” depends on the perspective from which one approaches the data. Response time components include call processing and dispatch, turnout time, and drive time to the scene. Call processing time is measured from the time the 9-1-1 call is received to dispatch of the department. Turnout time is measured from dispatch of the department to the time the apparatus leaves the station. Drive time starts when the apparatus leaves the fire station and stops when the apparatus is on location of the incident. Drive time is affected by traffic patterns, time of day, weather patterns, and distance to the incident. For 2021, our department numbers were as follows:

Average Response Times for EMS Runs: 5:56

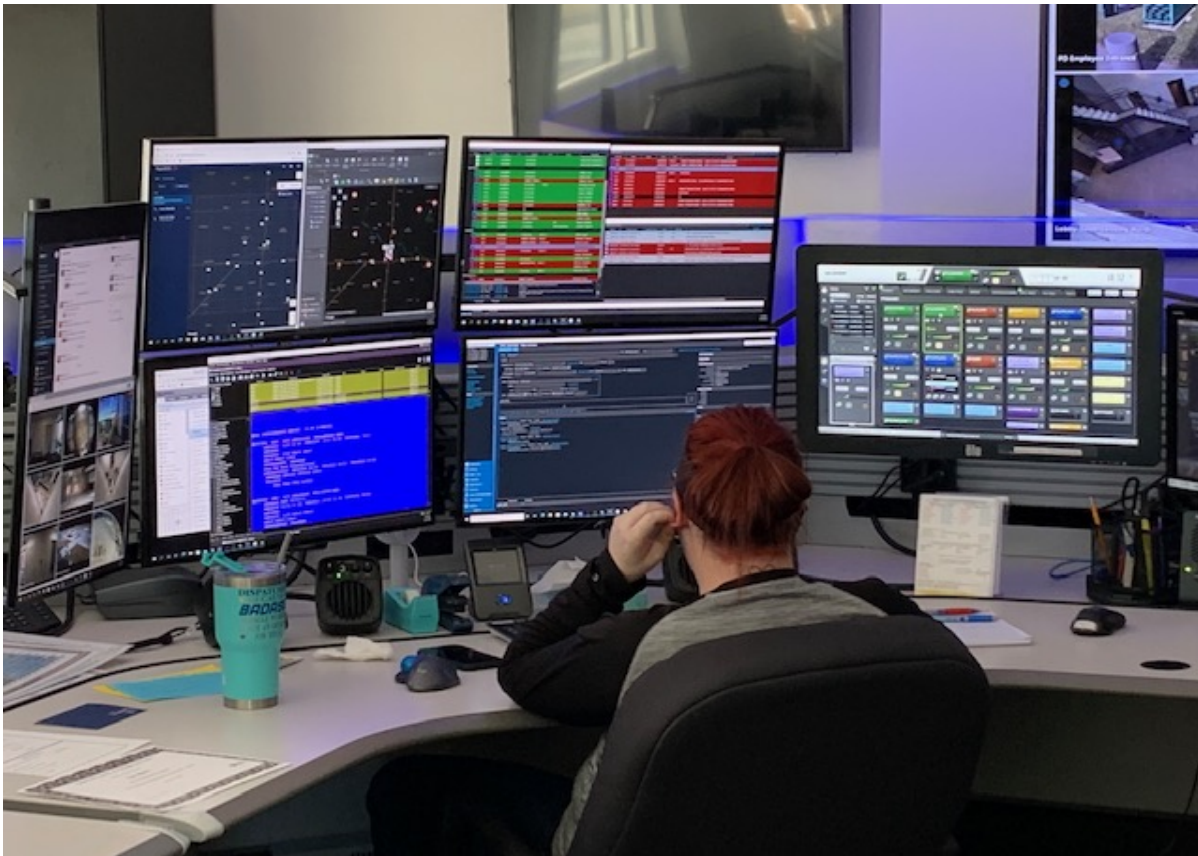
Average Response Times for Fire Runs: 7:05

Average Response Time for All Runs: 6:07

Average Turnout Time for EMS Runs: 1:37

Average Turnout Time for Fire Runs: 2:41

Average Turnout Time for All Runs: 1:48



Overlapping Calls:

Overlapping calls are those times when the department has more than one call for service occurring at the same time. This is an important statistic to track as it could result in either delayed or no response. In 2021, we experienced a 24% increase in overlapping calls (720 vs.581), which represents 20.7% of our total calls. A visual graph of the overlaps is located below.

Calls by Day of Week:

Calls By Hour of the Day:

As in previous years, the department remains busiest between the hours of 8:00 am and 8:00 pm.

Training and Activity

As an all-hazards department, training is an important part of our annual activity. Department training is provided through a combination of in-house instruction, online classes, and outside classes and training. Outside training courses were limited the first quarter of 2021 due to COVID issues. 8,134 person-hours were spent training in the areas of EMS, fire, hazmat, OHSA, physical fitness, and specialty (confined space, ropes and water rescue). Additionally, 4,747 person-hours were spent answering calls for service, providing station tours, and maintaining facilities and equipment. Total activity time for 2021 is 12,881 person-hours. Below is a breakdown of the hours.

New L-175 Training



New Employee Orientation



Polaris UTV Training



High Angle Rope Rescue Training



Confined Space Rescue Training



Fire Marshal's Office

COVID related issues continued into early 2021, which limited our ability to inspect buildings. Department affiliation with The Compliance Engine continued in 2021. The Compliance Engine sends notification to property owners who have fire protective systems (sprinklers, hood systems, alarm systems) when service is due, as well as when there are deficiencies in need of correction. In 2021, the Compliance Engine reported 501 system inspections of which 68 were non-compliant (13.6%). In addition to inspections, Fire Investigators conducted 21 fire investigations of which eight were determined to be arson.

Retirements, Deaths, New Employees, Promotions, and Anniversaries

For those of us in the fire service, the people we work with become our second families. As such, we celebrate members who have reached milestones in their careers and honor those who are no longer with us. In 2021, Captain Tim Hillygus, Captain Scott Doe, and Administrative Assistant Karen Allen retired. Lastly, the following individuals celebrated anniversaries with Marshalltown Fire Department:

5 years: Rodney Burgess, Chris Cross

20 years: Marc Grant

Department Staff



Oswald



Grant



Schmidt



Larsen



Pepper



Weiermann



Homeyer



Needham



Wall



Cornwell



Moore



Wilson



Burgess



German



Patterson



Case



A. White



Higgins

Department Improvements/Updates

In 2020, COVID protocols forced changes in our operations, responses, training, and fire code enforcement and prevention activities. Unfortunately, COVID continued in to 2021 and affected activity well into the first quarter. Promotions & hiring were prevalent in 2021 as two Captains and our Administrative Assistant all retired. Additionally, another officer resigned to pursue other career opportunities. As such, the department promoted two new Captains and three Lieutenants, as well as hiring a new Administrative Assistant and three new Firefighter/EMT's.

In August 2021, the department took delivery of two new fire apparatus. While it is unusual for a department of our size to replace two vehicles at the same time, financially it made sense based on the annual price increases passed on by manufacturers. Moreover, doing so has pushed back the need for additional large fleet replacement for up to 10 years.

In 2020, the fire department entered in to an agreement with Kirkwood Community College and Marshalltown Community School District to be part of a high school job ready program in firefighting. The program offers students college credit and is designed in a blended learning format. Students enroll in on-line classes from the Fire Science Department at Kirkwood during the first semester, discussing history of the fire service and other introductory material. The second semester students are provided classroom and hands on instruction at the Marshalltown Fire Department to obtain the Firefighter I certification by the State of Iowa. In September of 2021, we had our first student go through the program. We are hoping interest in the program will grow in 2022.

In October 2021, the department initiated an officer Professional Development Program. This process included a department cultural survey and a 360-degree survey of all officers. The surveys were designed to identify strengths and weaknesses of our officers, which is important as areas for improvement will vary between them. Based on the surveys, each officer (Captain & Lieutenant) received a personalized development plan. In 2022, a professional development plan will be established for the Deputy Chief and Fire Marshal.

In 2021, the Fire Chief was re-designated as a Chief Training Officer by the Center for Public Safety Excellence. Additionally, the Chief was elected to the position President of the Missouri Valley Division of the International Association of Fire Chiefs. The Missouri Valley Division includes the states of Iowa, North & South Dakota, Nebraska, Colorado, Wyoming, Missouri, and Kansas.

The Future

In 2022, the Fire Department will continue to look for ways to improve services and safety. The first step is establishing a public-private partnership to conduct fire code building inspections.

Due to resignation and promotion, the department will be training additional members to become Fire Investigators. This is important, as nearly 10% of our fires are arson. Additionally, we look to train a member as a Fire Educations Specialist to work with the schools and kids on fire safety. This person will also receive Juvenile Firesetter training and work with our younger citizens who have or have the identified propensity for starting fires. Fire Officers will work to complete their development plans, meeting monthly with the Fire and Deputy Chief for mentoring

L: Retired L-175

R: New L-175



New E-171



New Polaris UTV



RESOLUTION AUTHORIZING THE CITY TO SUBMIT TO THE US DEPARTMENT OF TRANSPORTATION A REBUILDING AMERICAN INFRASTRUCTURE WITH SUSTAINABILITY AND EQUITY (RAISE) GRANT APPLICATION

WHEREAS, the US Department of Transportation (DOT) established the Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program and has announced funding availability under said Program for transportation infrastructure grants; and

WHEREAS, the City is an eligible applicant with a proven track record of successfully implementing Federal funding from the DOT; and

WHEREAS, the City accepted the Highway 14 Corridor Study in 2018 which identified the improvement of the corridor as a priority; and

WHEREAS, the project total for the 2022 application is estimated at \$28.345 million dollars, of which the City is proposing a RAISE grant of \$18.7 million; and

WHEREAS, the City is proposing utilizing local funding and matching funds from the Iowa DOT and Marshalltown Water Works to support \$9.645 million of the project to ensure a competitive application; and

WHEREAS the City Council has reviewed the request and found it to be in the best interest of the City.

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

Section 1. The City staff and Mayor is hereby authorized to prepare and submit a Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program application for \$18.7 million; and

Section 2. The Council hereby authorizes staff to accept the award if granted and sign necessary agreements to execute an award.

Passed this 11th day of April, 2022 and signed this _____ day of April, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Jessica Kinser, City Administrator
DATE: April 6, 2022
RE: RAISE Grant Application

Policy Issue: The Council must approve grants where City funds are committed

☒ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☒ Goal 2: Enhance Marshalltown's public image	☒ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Goal 1, Objective 2: Apply for a RAISE grant for the Highway 14 Corridor

Recommendation: Approve the resolution as proposed

Budget Impact: \$7,735,000- explanation below

Description/Background: The City has submitted two prior applications for this federal program (was BUILD, now RAISE) which were not funded. This year, federal infrastructure funds are being combined with the regular annual allocation to provide more funding in this grant program than ever before. Through the debriefings of the past two grants and looking at other Iowa projects, we have learned a few things which impact our application for this round:

1. The grant funds transportation projects, not utility projects- a large part of this project is replacing the water, sanitary sewer and storm sewer, which was offputting for the evaluators looking to award transportation grants. This application proposes more local funding towards those project aspects versus putting that as part of the total grant requested.
2. Matching funds/contributions do count though not part of the scoring criteria- the application includes contributions from the Iowa DOT and Marshalltown Waterworks as well at \$7,735,000 from City sources/other grants. This still has a grant of 66% of project costs being requested with State/local at 33% of funding.

The Iowa DOT is contributing \$1.4 million to the project, and Marshalltown Water Works is contributing \$2.5 million. The remainder to be made up by the City is mostly from stormwater and sanitary sewer work, along with engineering and design. The Council does not have to decide at the time of application where those funds come from, but the following is a list of possible options.

-Sanitary Sewer Fund- This fund has a significant amount of cash on-hand, which is recommended to fund the full amount of the sanitary sewer work (\$1.3 million). This can also be used to do internal loans which do not count against debt capacity.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



-GO Bonding- This would be recommended as an option to supplant street work in a future year; it is not recommended that the Stormwater Fund be assigned any additional direct debt as the rates cannot handle it.

-Road Use Tax Fund- while nothing is currently programmed, the CIP can be amended to include funding towards the engineering, as well as other eligible items like traffic signals, street lights, and more.

-TIF- this will be in a new TIF area assuming the Council adopts this, and while there is not likely to be much TIF increment available initially, but this could be used as a repayment source for an internal loan.

-LOST- this source would be available in two ways. First, there is around \$1 million that could be used from the property tax relief designation instead of using it for streets. The second option would be using some of the Council-designated allocation towards the total cost or repayment of an internal loan over time.

-Other Grants- The Iowa DOT has two grant programs which could assist with this project focusing on traffic safety and air quality improvements. There are also some aspects that could be eligible for local grants.

The application has been prepared mostly by staff (Michelle Spohnheimer and Heather Thomas), with updating of some traffic figures and a cost benefit analysis done by Bolton & Menk on an hourly basis. This is approximately a \$20,000 savings from the preparation of the 2021 application.

Applications are due on April 14th, with grant awards mandated to be made no later than August 12, 2022.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



CITY OF MARSHALLTOWN

MARSHALLTOWN, IOWA
RAISE GRANT - 2022 APPLICATION
OPINION OF PROBABLE COSTS
4/5/2022



						PROPOSED FUNDING SCENARIO	
Item No.	Description	Unit	Quantity	Price	Extension	RAISE GRANT REQUEST	OTHER FUNDING SOURCES
1	Mobilization	LS	1	\$ 1,291,468.00	\$ 1,291,468.00	\$ 1,291,468.00	\$ -
2	Traffic Control	LS	1	\$ 360,000.00	\$ 360,000.00	\$ 360,000.00	\$ -
3	Excavation, Class 13	CY	12,799	\$ 20.00	\$ 255,980.00	\$ 255,980.00	\$ -
4	Topsoil	CY	3,208	\$ 20.00	\$ 64,160.00	\$ 64,160.00	\$ -
5	Subgrade Prep	SY	38,398	\$ 3.00	\$ 115,194.00	\$ 115,194.00	\$ -
6	Subbase, Aggregate Base	SY	38,398	\$ 12.00	\$ 460,776.00	\$ 460,776.00	\$ -
7	Subbase Treatment, Geogrid	SY	38,398	\$ 4.00	\$ 153,592.00	\$ 153,592.00	\$ -
8	Subdrain	LF	7,759	\$ 21.00	\$ 162,939.00	\$ 162,939.00	\$ -
9	Subdrain Cleanouts	EA	22	\$ 730.00	\$ 16,060.00	\$ 16,060.00	\$ -
10	Subdrain Connections	EA	22	\$ 730.00	\$ 16,060.00	\$ 16,060.00	\$ -
11	Manhole Removal	EA	10	\$ 750.00	\$ 7,500.00	\$ 7,500.00	\$ -
12	Intake Removal	EA	47	\$ 750.00	\$ 35,250.00	\$ 35,250.00	\$ -
13	Pavement, PCC	SY	34,908	\$ 75.00	\$ 2,618,100.00	\$ 2,618,100.00	\$ -
14	Removal of Sidewalk	SY	9,358	\$ 13.00	\$ 121,654.00	\$ 121,654.00	\$ -
15	Removal of Driveway	SY	3,317	\$ 13.00	\$ 43,121.00	\$ 43,121.00	\$ -
16	Removal of Pavement	SY	40,536	\$ 11.00	\$ 445,896.00	\$ 445,896.00	\$ -
17	Sidewalk	SY	9,623	\$ 60.00	\$ 577,380.00	\$ 577,380.00	\$ -
18	Driveway	SY	3,317	\$ 70.00	\$ 232,190.00	\$ 232,190.00	\$ -
19	Detectable Warning	SF	1,030	\$ 55.00	\$ 56,650.00	\$ 56,650.00	\$ -
20	Pavement Markings	STA	355	\$ 20.00	\$ 7,100.00	\$ 7,100.00	\$ -
21	Marking Symbols	EA	210	\$ 170.00	\$ 35,700.00	\$ 35,700.00	\$ -
22	Signs	EA	92	\$ 400.00	\$ 36,800.00	\$ 36,800.00	\$ -
23	Sod	SQ	957	\$ 75.00	\$ 71,775.00	\$ 71,775.00	\$ -
24	Signals	EA	5	\$ 375,000.00	\$ 1,875,000.00	\$ 1,875,000.00	\$ -
25	Loop Detectors	EA	33	\$ 3,000.00	\$ 99,000.00	\$ 99,000.00	\$ -
26	Remove Existing Barrier & Rail	LF	1,400	\$ 20.00	\$ 28,000.00	\$ 28,000.00	\$ -
27	Barrier and Rail - BA-101	LF	1,400	\$ 250.00	\$ 350,000.00	\$ 350,000.00	\$ -
28	Erosion Control	LS	1	\$ 280,000.00	\$ 280,000.00	\$ 280,000.00	\$ -
29	Street Trees	EA	69	\$ 400.00	\$ 27,600.00	\$ 27,600.00	\$ -
30	Street Lighting and Electrical	LS	1	\$ 225,000.00	\$ 225,000.00	\$ -	\$ 225,000.00
31	Streetscaping	LS	1	\$ 385,000.00	\$ 385,000.00	\$ 385,000.00	\$ -
32	Tree Removal	LS	1	\$ 20,000.00	\$ 20,000.00	\$ -	\$ 20,000.00
					\$ 10,474,945.00	\$ 10,229,945.00	\$ 245,000.00
SAN-1	Sanitary Sewer Pipe, 8 Inch	LF	4,351	\$ 70.00	\$ 304,570.00	\$ -	\$ 304,570.00
SAN-2	Sanitary Sewer Pipe, 10 Inch	LF	1,231	\$ 95.00	\$ 116,945.00	\$ -	\$ 116,945.00
SAN-3	Sanitary Sewer Pipe, 12 Inch	LF	430	\$ 125.00	\$ 53,750.00	\$ -	\$ 53,750.00
SAN-4	Sanitary Sewer Pipe, 15 Inch	LF	1,302	\$ 135.00	\$ 175,770.00	\$ -	\$ 175,770.00
SAN-5	Sanitary Sewer Pipe, 18 Inch	LF	30	\$ 200.00	\$ 6,000.00	\$ -	\$ 6,000.00
SAN-6	Sanitary Service Connections	EA	87	\$ 5,500.00	\$ 478,500.00	\$ -	\$ 478,500.00
SAN-7	Sanitary Manhole	EA	27	\$ 7,000.00	\$ 189,000.00	\$ -	\$ 189,000.00
					\$ 1,324,535.00	\$ -	\$ 1,324,535.00
STM-1	Storm Sewer Pipe, 15"	LF	3,459	\$ 90.00	\$ 311,310.00	\$ 155,655.00	\$ 155,655.00
STM-2	Storm Sewer Pipe, 18"-24"	LF	1,796	\$ 135.00	\$ 242,460.00	\$ 121,230.00	\$ 121,230.00
STM-3	Storm Sewer Pipe, 30" - 42"	LF	1,561	\$ 275.00	\$ 429,275.00	\$ 214,637.50	\$ 214,637.50
STM-4	Storm Sewer Pipe, ≥48"	LF	2,243	\$ 350.00	\$ 785,050.00	\$ 392,525.00	\$ 392,525.00
STM-5	Storm Manhole	EA	13	\$ 8,500.00	\$ 110,500.00	\$ 55,250.00	\$ 55,250.00
STM-6	Intake	EA	103	\$ 7,500.00	\$ 772,500.00	\$ 386,250.00	\$ 386,250.00
STM-7	Storm Sewer - Box Culvert	LF	2,500	\$ 1,100.00	\$ 2,750,000.00	\$ 1,375,000.00	\$ 1,375,000.00
					\$ 5,401,095.00	\$ 2,700,547.50	\$ 2,700,547.50
WAT-1	Water Main, 8"	LF	1,590	\$ 110.00	\$ 174,900.00	\$ -	\$ 174,900.00
WAT-2	Water Main, 12"	LF	55	\$ 135.00	\$ 7,425.00	\$ -	\$ 7,425.00
WAT-3	Water Main, 16"	LF	5,830	\$ 155.00	\$ 903,650.00	\$ -	\$ 903,650.00
WAT-4	Water Main, 20"	LF	635	\$ 200.00	\$ 127,000.00	\$ -	\$ 127,000.00
WAT-5	Water Main Tie-In	EA	32	\$ 6,500.00	\$ 208,000.00	\$ -	\$ 208,000.00
WAT-6	Insertion Valve, 4"	EA	6	\$ 8,250.00	\$ 49,500.00	\$ -	\$ 49,500.00
WAT-7	Insertion Valve, 6"	EA	13	\$ 8,850.00	\$ 115,050.00	\$ -	\$ 115,050.00
WAT-8	Insertion Valve, 8"	EA	6	\$ 9,800.00	\$ 58,800.00	\$ -	\$ 58,800.00
WAT-9	Insertion Valve, 12"	EA	1	\$ 17,500.00	\$ 17,500.00	\$ -	\$ 17,500.00
WAT-10	Insertion Valve, 16"	EA	2	\$ 35,900.00	\$ 71,800.00	\$ -	\$ 71,800.00
WAT-11	Insertion Valve, 20"	EA	1	\$ 61,100.00	\$ 61,100.00	\$ -	\$ 61,100.00
WAT-12	Butterfly Valve, 12"	EA	1	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00
WAT-13	Butterfly Valve, 16"	EA	28	\$ 7,300.00	\$ 204,400.00	\$ -	\$ 204,400.00
WAT-14	Butterfly Valve, 20"	EA	4	\$ 9,500.00	\$ 38,000.00	\$ -	\$ 38,000.00
WAT-15	Gate Valve, 4"	EA	1	\$ 3,500.00	\$ 3,500.00	\$ -	\$ 3,500.00
WAT-16	Gate Valve, 8"	EA	24	\$ 5,000.00	\$ 120,000.00	\$ -	\$ 120,000.00
WAT-17	Fire Hydrant Assembly	EA	17	\$ 7,000.00	\$ 119,000.00	\$ -	\$ 119,000.00
WAT-18	Water Service Reconnections	EA	143	\$ 3,600.00	\$ 514,800.00	\$ -	\$ 514,800.00
					\$ 2,799,425.00	\$ -	\$ 2,799,425.00

Subtotal Construction		\$ 20,000,000.00	\$ 12,930,492.50	\$ 7,069,507.50
Construction Contingencies (~20%)		\$ 4,000,000.00	\$ 2,590,907.50	\$ 1,409,092.50
Opinion of Estimated Construction Cost		\$ 24,000,000.00	\$ 15,521,400.00	\$ 8,478,600.00
Preliminary Engineering Report		\$ 360,000.00	\$ 262,800.00	\$ 97,200.00
Route Survey and Geotechnical Testing		\$ 480,000.00	\$ 350,400.00	\$ 129,600.00
Design, Plans and Specifications		\$ 1,680,000.00	\$ 1,226,400.00	\$ 453,600.00
Construction Contract Administration		\$ 240,000.00	\$ 175,200.00	\$ 64,800.00
Construction Staking		\$ 360,000.00	\$ 262,800.00	\$ 97,200.00
Resident Project Representative		\$ 1,200,000.00	\$ 876,000.00	\$ 324,000.00
Subtotal Engineering		\$ 4,320,000.00	\$ 3,153,600.00	\$ 1,166,400.00
Land Acquisition (Permanent)		\$ 22,000.00	\$ 22,000.00	
Land Acquisition (Temporary)		\$ 3,000.00	\$ 3,000.00	
Subtotal Land Acquisition		\$ 25,000.00	\$ 25,000.00	
TOTAL OPINION OF IMPROVEMENT COST		\$ 28,345,000.00	\$ 18,700,000.00	\$ 9,645,000.00

**RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF
CONTRACT FOR THE 18TH AVENUE APPROACH SLAB REPAIRS PROJECT
#STR20004 IN THE CITY OF MARSHALLTOWN, IOWA, IN THE AMOUNT OF
\$273,455.15**

WHEREAS, notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the 18th Avenue Approach Slab 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>
Ciro Dilorio Masonry & Landscaping	\$273,455.15
Boulder Contracting	\$343,431.44
Con-Struct, Inc	\$416,662.96
Absolute Concrete	\$510,822.28

After consideration of all bids filed, there was determined by the Council that the bid of Ciro Dilorio Masonry & Landscaping 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 Ciro Dilorio Masonry & Landscaping 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 Two Hundred Seventy-Three Thousand Four Hundred and Fifty-Five and .15/100 (\$273,455.15) Dollars.

Section 2. 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 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. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa, upon the final approval of the completed contract with the successful bidder and the approval of the contractor's surety bond by resolution of this Council.

Passed this 11th day of April, 2022, and signed this _____day of April, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk



Joel Greer, Mayor
Jessica Kinser, Administrator
Heather Thomas, Public Works
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

April 5, 2022

To: Mayor Joel Greer
Members of the City Council

From: Jay C. Koch, P.E.
Civil Engineer II

Re: Accept Bid and Award Construction Contract – Ciro Dilirio Masonry & Landscaping, LLC, Marshalltown, Iowa for the 18th Avenue Bridge Approach Slab Repair, Project No. STR20-004, in the amount of \$273,455.15.

Policy Issue: City policy requires Governing Body approval of agreements when consideration exceeds \$36,000.

Recommendation: Staff recommends accepting the bid and awarding the construction contract to Ciro Dilirio Masonry & Landscaping, LLC for the 18th Avenue Bridge Approach Slab Repair Project for an amount of \$273,455.15. The Engineers Estimate of probable cost was \$305,000.00.

Background: As part of the Street Improvement Program, City staff have identified the bridge approach slabs on 18th Avenue crossing the railroad as a project in need of attention. The work will include the removal & replacement of approach slabs on the north and south sides of the bridge and a portion of the existing concrete barriers. A small stretch of concrete pavement on the north and south ends of the approaches will also be included to smooth out the transitions. The substantial completion date for this project is October 15th, 2022.

Budget Impact: This project will be funded through the City's Street Improvement Program with funds coming from budgeted FY22 & FY23. Revenue sources for the City's Street Improvement Program have been allocated through Fund 110 (Road Use Tax), Fund 360 (2019 GO Bond), and Fund 363 (2021 GO Bond).

Attachment: Notice of Award and Bid Tabulation

cc: Jessica Kinser, City Administrator.

City Council
Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



STR 20-004 - 18TH AVENUE APPROACH SLAB REPAIRS
CITY OF MARSHALLTOWN
BID OPENING: APRIL 5, 2022 10:00 AM
BID TABULATIONS

Base Bid - Approach Slab Repair w/Addendum #1					Engineer's Estimate		Ciro Dilorio Masonry & Landscaping, LLC Marshalltown, IA		Boulder Contracting, LLC Grundy Center, IA	
Item No.	Reference No.	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2102-2710080	Excavation, CL 10, Unsuit/Unstable Mat'l	78	CY	\$5.00	\$390.00	\$ 30.00	\$2,340.00	\$ 53.00	\$4,134.00
2	2105-8425015	Topsoil, Strip, Salvage & Spread	14	CY	\$5.20	\$72.80	\$ 107.00	\$1,498.00	\$ 43.00	\$602.00
3	2115-0100000	Modified Subbase	334.62	TON	\$47.80	\$15,994.84	\$ 30.00	\$10,038.60	\$ 42.00	\$14,054.04
4	2201-0505080	PCC Pavement, 8"	394	SY	\$50.20	\$19,778.80	\$ 135.00	\$53,190.00	\$ 93.00	\$36,642.00
5	2301-0685550	Bridge Approach Pavement, 9"	500	SY	\$237.00	\$118,500.00	\$ 137.00	\$68,500.00	\$ 136.00	\$68,000.00
6	2401-7207010	Removal Of Concrete Approach Slab	502	SY	\$19.20	\$9,638.40	\$ 15.00	\$7,530.00	\$ 20.00	\$10,040.00
7	2401-6745830	Removal Of Concrete Barrier	162	LF	\$70.20	\$11,372.40	\$ 10.00	\$1,620.00	\$ 31.00	\$5,022.00
8a	2413-1300000	Preformed Pre-Compressed, Self-Expanding, Sealant System with Silicone Pre-Coated Surface, 1"	143	LF	\$72.00	\$10,296.00	\$ 50.00	\$7,150.00	\$ 61.00	\$8,723.00
8b	2413-1300000	Preformed Pre-Compressed, Self-Expanding, Sealant System with Silicone Pre-Coated Surface, 2"	221	LF	\$72.00	\$15,912.00	\$ 50.00	\$11,050.00	\$ 69.00	\$15,249.00
9	2413-1300000	Preformed Pre-Compressed, Self-Expanding, Sealant System with Silicone Pre-Coated Surface @ Roadway Expansion Device / Metal Angle, 2"	143	LF	\$84.00	\$12,012.00	\$ 60.00	\$8,580.00	\$ 74.00	\$10,582.00
10	2510-6745850	Removal Of Pavement	438	SY	\$8.90	\$3,898.20	\$ 15.00	\$6,570.00	\$ 23.00	\$10,074.00
11	2511-6745900	Removal Of Sidewalk	88.7	SY	\$16.40	\$1,454.68	\$ 10.00	\$887.00	\$ 22.00	\$1,951.40
12	2511-7526006	Sidewalk, PCC, 6"	55.9	SY	\$75.50	\$4,220.45	\$ 120.00	\$6,708.00	\$ 80.00	\$4,472.00
13	2512-1725256	Curb & Gutter, PCC, 2.5'	154	LF	\$43.30	\$6,668.20	\$ 35.00	\$5,390.00	\$ 39.50	\$6,083.00
14	2513-0474990	Concrete Barrier, Reinforced	163	LF	\$113.90	\$18,565.70	\$ 170.00	\$27,710.00	\$ 315.00	\$51,345.00
15	8030-A	Temporary Traffic Control	1	LS	\$15,000.00	\$15,000.00	\$ 41,535.00	\$41,535.00	\$ 46,000.00	\$46,000.00
16	9010-B	Hydraulic Seeding, Fertilizing, and Mulching	31.6	SY	\$1.50	\$47.40	\$ 37.97	\$1,199.85	\$ 65.00	\$2,054.00
17	9040-A-1	SWPPP Preparation	1	LS	\$5,000.00	\$5,000.00	\$ 1,500.00	\$1,500.00	\$ 1,600.00	\$1,600.00
18	9040-A-2	SWPPP Management	1	LS	\$2,500.00	\$2,500.00	\$ 1,500.00	\$1,500.00	\$ 5,000.00	\$5,000.00
19	9040-N-1	Silt Fence or Silt Fence Ditch Check	56	LF	\$3.00	\$168.00	\$ 10.00	\$560.00	\$ 18.00	\$1,008.00
20	9080	Barrier Rail, Salvaged	83	LF	\$50.00	\$4,150.00	\$ 19.27	\$1,599.41	\$ 53.00	\$4,399.00
21	9080	Barrier Rail, Remove & Salvage	83	LF	\$75.00	\$6,225.00	\$ 9.63	\$799.29	\$ 59.00	\$4,897.00
22	11,020-A	Mobilization	1	LS	\$22,635.13	\$22,635.13	\$ 5,500.00	\$5,500.00	\$ 30,000.00	\$30,000.00
23	11,050-A	Concrete Washout	1	LS	\$500.00	\$500.00	\$ 500.00	\$500.00	\$ 1,500.00	\$1,500.00
Total Bid Costs					\$305,000.00		\$273,455.15		\$343,431.44	

I HEREBY CERTIFY THAT THE FOREGOING IS AN ACCURATE REPRESENTATION AND TABULATION OF ALL BIDS RECEIVED AND THAT THE MATHEMATICS HAVE BEEN CHECKED AND IS TO THE BEST OF MY KNOWLEDGE CORRECT:

BY:



DATE:

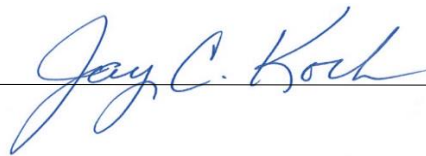
4/5/2022

STR 20-004 - 18TH AVENUE APPROACH SLAB REPAIRS
CITY OF MARSHALLTOWN
BID OPENING: APRIL 5, 2022 10:00 AM
BID TABULATIONS

Base Bid - Approach Slab Repair w/Addendum #1					ConStruct, Inc. Marshalltown, IA		Absolute Concrete Slater, IA	
Item No	Reference No	Description	Quantity	Unit	Unit Price	Total Price	Unit Price	Total Price
1	2102-2710080	Excavation, CL 10, Unsuit/Unstable Mat'l	78	CY	\$30.00	\$2,340.00	\$ 80.00	\$6,240.00
2	2105-8425015	Topsoil, Strip, Salvage & Spread	14	CY	\$50.00	\$700.00	\$ 205.00	\$2,870.00
3	2115-0100000	Modified Subbase	334.62	TON	\$28.00	\$9,369.36	\$ 51.25	\$17,149.28
4	2201-0505080	PCC Pavement, 8"	394	SY	\$100.00	\$39,400.00	\$ 135.00	\$53,190.00
5	2301-0685550	Bridge Approach Pavement, 9"	500	SY	\$275.00	\$137,500.00	\$ 245.00	\$122,500.00
6	2401-7207010	Removal Of Concrete Approach Slab	502	SY	\$25.00	\$12,550.00	\$ 30.00	\$15,060.00
7	2401-6745830	Removal Of Concrete Barrier	162	LF	\$40.00	\$6,480.00	\$ 75.00	\$12,150.00
8a	2413-1300000	Preformed Pre-Compressed, Self-Expanding, Sealant System with Silicone Pre-Coated Surface, 1"	143	LF	\$90.00	\$12,870.00	\$ 135.00	\$19,305.00
8b	2413-1300000	Preformed Pre-Compressed, Self-Expanding, Sealant System with Silicone Pre-Coated Surface, 2"	221	LF	\$100.00	\$22,100.00	\$ 120.00	\$26,520.00
9	2413-1300000	Preformed Pre-Compressed, Self-Expanding, Sealant System with Silicone Pre-Coated Surface @ Roadway Expansion Device / Metal Angle, 2"	143	LF	\$140.00	\$20,020.00	\$ 185.00	\$26,455.00
10	2510-6745850	Removal Of Pavement	438	SY	\$20.00	\$8,760.00	\$ 30.00	\$13,140.00
11	2511-6745900	Removal Of Sidewalk	88.7	SY	\$10.00	\$887.00	\$ 70.00	\$6,209.00
12	2511-7526006	Sidewalk, PCC, 6"	55.9	SY	\$90.00	\$5,031.00	\$ 170.00	\$9,503.00
13	2512-1725256	Curb & Gutter, PCC, 2.5'	154	LF	\$50.00	\$7,700.00	\$ 80.00	\$12,320.00
14	2513-0474990	Concrete Barrier, Reinforced	163	LF	\$200.00	\$32,600.00	\$ 280.00	\$45,640.00
15	8030-A	Temporary Traffic Control	1	LS	\$45,000.00	\$45,000.00	\$ 40,000.00	\$40,000.00
16	9010-B	Hydraulic Seeding, Fertilizing, and Mulching	31.6	SY	\$66.00	\$2,085.60	\$ 60.00	\$1,896.00
17	9040-A-1	SWPPP Preparation	1	LS	\$2,000.00	\$2,000.00	\$ 1,500.00	\$1,500.00
18	9040-A-2	SWPPP Management	1	LS	\$5,200.00	\$5,200.00	\$ 4,800.00	\$4,800.00
19	9040-N-1	Silt Fence or Silt Fence Ditch Check	56	LF	\$20.00	\$1,120.00	\$ 15.00	\$840.00
20	9080	Barrier Rail, Salvaged	83	LF	\$50.00	\$4,150.00	\$ 70.00	\$5,810.00
21	9080	Barrier Rail, Remove & Salvage	83	LF	\$100.00	\$8,300.00	\$ 75.00	\$6,225.00
22	11,020-A	Mobilization	1	LS	\$30,000.00	\$30,000.00	\$ 60,000.00	\$60,000.00
23	11,050-A	Concrete Washout	1	LS	\$500.00	\$500.00	\$ 1,500.00	\$1,500.00
Total Bid Costs					\$416,662.96		\$510,822.28	

I HEREBY CERTIFY THAT THE FOREGOING IS AN ACCURATE REPRESENTATION AND TABULATION OF ALL BIDS RECEIVED AND THAT THE MATHEMATICS HAVE BEEN CHECKED AND IS TO THE BEST OF MY KNOWLEDGE CORRECT:

BY:



DATE:

4/5/2022

NOTICE OF AWARD

Date of Issuance: **April 11, 2022**

Owner: City of Marshalltown

Owner's Project No.: STR20-004

Engineer: City of Marshalltown

Engineer's Project No.: STR20-004

Project: 18th Avenue Bridge Approach Slab Repair

Contract Name: Base Bid Plus Addendum Number 1

Bidder: Ciro Dilirio Masonry & Landscaping, LLC

Bidder's Address: 901 N 3rd Ave, Marshalltown, IA 50158

You are notified that Owner has accepted your Bid dated **April 5, 2022** for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

The work will include the removal & replacement of approach slabs on the north and south sides of the bridge and a portion of the existing concrete barriers. A small stretch of concrete pavement on the north and south ends of the approaches will also be included to smooth out the transitions.

The Contract Price of the awarded Contract is **\$273,455.15**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

One (1) digital unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

☒ Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner **three (3)** counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any): **None**

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents.

Owner:

City of Marshalltown, Iowa

By (signature):

Name (printed):

Joel Greer

Title:

Mayor

**RESOLUTION COMMITTING AN AMOUNT NOT-TO-EXCEED \$320,000 TO THE
TIMBER RIDGE SENIOR LOW-INCOME HOUSING TAX CREDIT PROJECT**

WHEREAS, the Iowa Finance Authority awards tax credits to support the development of affordable housing across Iowa; and

WHEREAS, in 2021, Conlin Development Group LLC received a tax credit award for the Timber Ridge senior housing project, to be located at East Church Street and South 4th Avenue; and

WHEREAS, this project will add 37 new, affordable housing units for those aged 55 or more in Marshalltown; and

WHEREAS, the project has a funding gap of \$420,000, of which the City is being asked to commit funds of \$320,000;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the City of Marshalltown hereby commits an amount not-to-exceed \$320,000 to the Timber Ridge senior housing project; and

BE IT FURTHER RESOLVED, the source of the funding shall be determined when the developer has the project in a shovel-ready phase.

Passed this 11th day of April, 2022 and signed this ____ day of April, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Jessica Kinser, City Administrator
DATE: April 7, 2022
RE: Commitment to Timber Ridge

Policy Issue: Council authorization is necessary for a financial commitment to a project

☒ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Obj 3: Increase housing opportunities at all levels

Recommendation: Approve the resolution as proposed

Budget Impact: Not-to-exceed \$320,000

Description/Background: Conlin Development submitted a tax credit application for senior housing in the 2021 to the Iowa Finance Authority for the Timber Ridge complex of 37 affordable housing units, which was proposed for a parking lot at the corner of South 4th Avenue and East Church Street. Applications were submitted at a time when construction costs were fluctuating, and by the time an award came around, construction costs had changed again and have continued to change.

The volatile construction market put all tax credit projects at risk of not happening, so the Iowa Finance Authority stepped in to use State ARPA funds to allow projects to apply for the increased construction costs from the time of application submission to now. The application is due on Monday, April 25th, and the Conlin Development is required to have a commitment of other funds with that application.

The current project gap is \$420,000. The proposal is to contribute no more than \$320,000. Conlin will be applying for a \$100,000 from the Housing Trust Fund through Region 6, and they have reached out to the County with a funding request of \$200,000. The request before the Council is to commit up to \$320,000, with the determination of the funds pending the developer securing the State ARPA grant.

The following are some options for how to meet this funding gap:

- Tax Increment Financing- this project is in a TIF district, but we have not done any projections to determine the viability of this source to achieve the \$320,000.
- ARPA- We still have around \$700,000 of ARPA funds that remain unallocated; however, we have two very big projects (Edgewood and State Street) which have not been bid.
- LOST- Council-designated LOST is an option as a stand-alone or in combination.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



RESOLUTION APPROVING CITY ELECTRICAL FEE SCHEDULE

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

WHEREAS, the city has prepared a proposed updated fee schedule which is attached to this Resolution; and

WHEREAS, these fees are authorized by law and have been 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 are established as shown on the attached.

Section 2. Any proposed changes in fees as shown are further approved, effective April 18, 2022.

Passed this 11th day of April 2022, and signed this _____ day of April 2022.

CITY OF MARSHALLTOWN

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: April 11, 2022
RE: Electrical Permit Fees - 2022 Modifications

Policy Issue: City Fees are established by City Council

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Objective 5: Maintain a financially healthy organization - review city fees and charges.

Recommendation: To adopt the electrical permit fees, as outlined on 2022 Revision Attachment.

Budget Impact: The proposed city electrical fees will provide more consistency and predictability for developers/builders. Some projects will experience an increase and others a decrease. The overall revenue generated through electrical permit fees is highly variable from year to year. Currently, we do not charge an electrical plan review fee; this would be a new fee for the larger multi-family residential and commercial properties. However, that fee is a direct pass through to the company doing plan review as part of the building permit application process. A sample comparison of existing and new fees are:

Project	Current Fee Total	Proposed Fee Total
New House A	\$ 110	\$ 125
New House B	\$ 150	\$ 125
Generator Install C	\$ 50	\$ 69
Solar Install D	\$ 150 (includes \$110 FM Review)	\$ 95
Multi-Residential E	\$ 1,000	\$ 1,000 + Plan Review

Currently, due to staffing, inspection work is being performed by a consultant who retains 100% of the fee. The establishment of the administrative fee portion of each project will allow the City to retain a portion of the permit fees to help offset costs associated with collecting permit applications and fees, invoicing, and scheduling/coordination on those projects where an outside inspector is used.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



Description/Background: Several things have occurred over the past few months that have resulted in preparing this new fee schedule that will be used with our new workflow within the Utility Division of Public Works that oversees the electrical permitting and inspection services the City provides. Some of these include:

1. The City's Utility Division consists of 3 employees that handle a wide range of duties such as electrical permitting and inspection; building/facility maintenance; street lights; and traffic signals. With the retirement of one employee in December and the passing of another employee in February, the City currently only has one employee that has performed electrical inspections. However, with a new hire and one current vacancy, our experienced employee does not currently have time to perform the city's electrical permitting/inspection duties while training a new employee and handle the other needs of the division. The City must also be able to continue to provide the electrical services in the event that employee is at training, handling other duties, or off. This has led to the City utilizing outside inspectors to continue to provide electrical services. We need a fee schedule that can accommodate us now while we utilize outside inspectors and in the future when we can perform these inspections in house. Pulling out a specific administrative fee gives the City that flexibility.

2. Iowa Code requires electrical permits to be pulled prior to electrical work being performed. This has not always been followed in Marshalltown. Marshalltown has historically invoiced for electrical permits/inspections after the fact, which has contributed to applicants not filling out an application and just calling when an inspection was needed. Establishment of a fee schedule as proposed will allow applicants to better calculate fees prior to a project so application and fees are submitted up front.

3. We've had a lot of solar residential projects recently. Our previous permit application did not provide clear direction to applicants that the permit was to be submitted to the Utility Division and the plans needed to be sent to the Fire Marshall for plan review, nor how to charge a fee for that specific type of project. Coordination between the Applicant, Utility Division, and Fire Marshall was not always smooth or communicated effectively. The proposed fee and workflow would have the plan review needed for residential solar fall under the electrical application process.

Included as Attachments:

- Existing Electrical Application & Permit (Two forms, Same Fees - we were mid form changes and implementing those when we decided to make changes that needed City Council approval)
- Proposed 2022 Revision to the Electrical Application & Permit (for reviewing proposed fees)

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



CITY OF MARSHALLTOWN ELECTRICAL APPLICATION & PERMIT	 MARSHALLTOWN MORE THAN EVER City of Marshalltown Public Works Division 24 North Center Street Marshalltown, IA 50158 PH: 641-754-5734
FOR STAFF USE ONLY: Permit No. _____ ☐ Notice to Proceed w/ construction (if required) ☐ Final Permit Issued _____(date)	

PROJECT INFORMATION:

Job Address	
Property Owner	
Property Owner Phone	
This structure is a:	☐ Single Family Residential ☐ Commercial ☐ Multi-Family Residential ☐ Other: _____
Description of Project	

APPLICANT INFORMATION:

Company Name			
Company Contact			
Company Address			
Contact Phone		Contact Email	
License #		Name of Licensee	

Signature of Applicant _____ Date _____

Applications should be submitted via:

Email to
cityelectrician@marshalltown-ia.gov (or)

Mail to
City of Marshalltown
Attn: Public Works – Electrical Inspection
24 North Center Street
Marshalltown, IA 50158

**CONTRACTORS SHALL CALL (641) 750 – 1652
TO SCHEDULE INSPECTION**

FOR INSPECTOR USE ONLY – PERMIT FEES:

Basic fee for all permits:	\$	25.00
First Meter (Lighting of Power Source)	\$15.00 each	\$
Each additional meter	_____ x \$10.00 each	\$
Opening, Switches, Outlets & Fixtures		
• Fee for 1 – 25	\$10.00 lump sum	\$
• Fee for each 25 in addition	_____ x \$10.00	\$
Fixed or Stationary Appliances	_____ x \$ 5.00 each	\$
Central Air Conditioning & Motors over 1Hp		
• First Unit	\$10.00 each	\$
• Additional Units	_____ x \$ 5.00 each	\$
Generators, Transformers & all devices rated In KVA or Watts		
• Sum is 0 – 5 KVA or KW	\$10.00 lump sum	\$
• Sum is 5 – 20 KVA or KW	add \$ 5.00 lump sum	\$
• Additional rating for each 10 KVA or KW over 20	_____ x \$ 5.00 each 10 KVA/KW	\$
Electrically Powered Outside Signs	_____ x \$10.00 each	\$
Temporary Service	_____ x \$10.00 each	\$
Reinspection Fee (due to faulty construction)	_____ x \$25.00 each	\$
TOTAL	\$	_____

NOTES:

- A) Maximum fee for each building or job is \$1,000.
- B) City will invoice applicant for inspection permit fees after inspection.

ELECTRICAL PERMIT APPLICATION

Permit Number _____

City of Marshalltown
Electrical Inspection Division
Public Works Department
24 N. Center St.
Marshalltown, Iowa 50158
Ph. 641-754-5761
Fax. 641-754-5717

All fees to paid to:
City of Marshalltown
24 N. Center St.
Marshalltown, Ia 50158
Attn: City Clerk

Job Address: _____

Property owner: _____ Phone: _____

This structure is a: Single Family Dwelling: _____
Commercial Bld. _____

Description of project: _____

Date: _____ Signature of Applicant: _____

Company Name: _____

Co. Phone: _____ License #: _____

ALL WORK TO BE INSPECTED, CALL

641-750-1652

Email ddaters@marshalltown-ia.gov

PERMIT FEES

- a. Basic fee for all permits..... \$25.00 _____
1. Lighting or power service, 1 meter..... \$15.00 _____
Each additional meter..... \$10.00 _____
2. Opening, switches, outlets, fixtures.
a. 1-25..... \$ 10.00 _____
b. each 50 or portion additional..... \$ 10.00 _____
3. Fixed or Stationary appliances \$ 5.00 _____
4. Central air conditioning & motors over 1 HP..... \$ 10.00 _____
Where several units are installed at the same time
by the same party it is \$ 10 for the largest unit and
\$ 5. for each additional unit.
5. Generators, transformers and all devices rated in
KVA or Watts.
(a) 0-5 kva or kw \$ 10.00 _____
(b) 5-20 kva or kw..... ~~5.00~~ 10.00 _____
c each additional 10 kva or kw over 20..... \$5.00 _____
6. Outside signs:
Factory made and installed as a unit..... \$ 10.00 _____
7. Temporary Services: \$ 10.00 _____
8. Re-inspection fee due to faulty construction \$ 25.00 _____
- 9, Maximum fee for each building or job..... \$1,000.00 _____

CITY OF MARSHALLTOWN

ELECTRICAL APPLICATION & PERMIT

Public Works Department - 24 North Center Street - Marshalltown, IA 50158
Phone: 641-754-5734 - Email: cityelectrician@marshalltown-ia.gov



PROJECT INFORMATION:

Job Address:				
Property Owner:				
Property Owner Phone:				
Structure is:	Single-Family Residential ☐	Multi-Family Residential ☐	Commercial / Industrial ☐	Other: ☐
Brief Description of Project:				

APPLICANT INFORMATION:

Company Name:			
Company Address:			
Company Contact:			
Contact Phone:			
Contact Email:			
Name of Licensee:		Licensee #:	

Signature of Applicant: _____ Date: _____

Applications and plans should be submitted via:

Email to
cityelectrician@marshalltown-ia.gov

Mail to
(or)

City of Marshalltown
Attn: Public Works – Electrical Inspection
24 North Center Street
Marshalltown, IA 50158

Payment should be submitted via mail to:

City of Marshalltown
Attn: Public Works – Electrical Inspection
24 North Center Street
Marshalltown, IA 50158

Inspections shall be scheduled at least 1 business day (full 24 hours) in advance by calling 641-750-1652. No inspection requests shall be made until the electrical application and permit is on file with the City. Inspection requests may be submitted via email to cityelectrician@marshalltown-ia.gov if at least 3 business days (72 hours) in advance.

This document is intended only to share the proposed fee schedule with City Council, formatting and minor revisions are planned to finalize the new application before implementing the new form and fees. ~Heather

NEW OR ADDITION: Single-Family Residential	Administrative Fee	1 EA	@ \$15.00	15.00
	Whole House Inspection Lump Sum (Includes up to 3 Trips - 1 Temp Service, 1 Rough-In, & 1 joint Meter Service / Final Inspection)	1 EA	@ \$110.00	110.00
	Total			\$ 125.00

MODIFICATION: Single-Family Residential	Administrative Fee	1 EA	@ \$15.00	15.00
	Residential Base (1 Inspection Trip)	1 EA	@ \$40.00	40.00
	Fee for each modified or addition of a: <i>(circle applicable items below – place # next to multiples)</i>			
	Range Garbage Disposal Furnace A/C Dryer Dishwasher Water Heater Service Meter Panel Load Center Generator	__ EA	@ \$7.00	_____
Total				\$ _____

SOLAR: Single-Family Residential	Administrative Fee	1 EA	@ \$15.00	15.00
	Solar Base (Simple Plan Review & 2 Inspection Trips)	1 EA	@ \$80.00	80.00
	Total			\$ 95.00

NEW, MAJOR REMODEL, OR ADDITION: Multi-Family Residential, Commercial, or Industrial	Administrative Fee	1 EA	@ \$15.00	15.00
	MFR-C-I Base	1 EA	@ \$70.00	70.00
	MFR-C-I Fixture Fee (From Schedule Herein)	1 Lump Sum		_____
	MFR-C-I Electrical Plan Review Fee (From Schedule Herein)	1 Lump Sum		_____
	Total			\$ _____

MODIFICATION: Multi-Family Residential, Commercial, or Industrial	Administrative Fee	1 EA	@ \$15.00	15.00
	MFR-C-I Base	1 EA	@ \$70.00	70.00
	MFR-C-I Fixture Fee (From Schedule Herein)	1 Lump Sum		_____
	Total			\$ _____

Extra Fees: Reinspection fees due to faulty construction or extra trip charges for single-family residential will be invoiced at a rate of \$40 / reinspection or trip (includes \$5 administrative & \$35 trip charge).

MULTI-FAMILY – COMMERCIAL - INDUSTRIAL (MFR-C-I) FIXTURE FEE SCHEDULE			
DESCRIPTION OF WORK	#	FEE	TOTAL
Meters:			
Each Meter		\$ 8.00 / Ea	
Openings/Devices: Switches, Outlets, & Fixtures:			
Fee for each 25 (# ÷ 25, rounded up to nearest whole number)		\$ 10.00 / Ea 25	
Fixed or Stationary Appliance:			
Each (Range, Garbage Disposal, Furnace, A/C, Dryer, Dishwasher, Water Heater, Yard or Area Lighting Circuit, Etc.)		\$ 5.00 / Ea	
Central Air Conditioning & Motors over 1 Hp:			
Each Unit		\$ 5.00 / Ea	
Generators, Transformers, & All Devices Rated in KVA or Watts:			
Sum is 0 - 5 KVA or KW		\$ 10.00 / Lump Sum	
Sum is >5 – 20 KVA or KW		\$ 15.00 / Lump Sum	
Sum is > 20 KVA or KW		\$ 30.00 / Lump Sum	
Electrically Powered Outside Signs:			
Each		\$ 10.00 / Ea	
Temporary Service:			
Each		\$ 10.00 / Ea	
Solar Install:			
Each		\$ 50.00 / Ea	
TOTAL:			\$
(or)			
Utilize a maximum fee for each building / job of \$915.			

MULTI-FAMILY – COMMERCIAL - INDUSTRIAL (MFR-C-I) ELECTRICAL PLAN REVIEW FEE			
Based on Square Foot of the New Building(s), Addition, or Area of Major Remodel:			
0 – 3,000 SF		\$ 100.00 / Lump Sum	
3,001 – 6,000 SF		\$ 200.00 / Lump Sum	
6,001 – 9,000 SF		\$ 300.00 / Lump Sum	
More than 9,000 SF		\$ 400.00 / Lump Sum	
TOTAL:			\$
<i>Please Note: Plan reviews that require more than one set of review comments requiring changes to be sent back to the applicant will be charged additional plan review time. Extra plan review time will be charged at a rate of \$94.00 / Hour.</i>			

**RESOLUTION ENDORSING COMMUNITY CATALYST UPPER STORY HOUSING
BUILDING REMEDIATION GRANT APPLICATION FOR SIMMS COMPANY LLC
FOR 26 EAST MAIN STREET AND COMMITTING \$100,000 IN COUNCIL-
DESIGNATED LOCAL OPTION SALES TAX TO THE PROJECT**

WHEREAS, the Iowa Economic Development Authority awarded \$500,000 to the City of Marshalltown in October 2020 through the Community Catalyst Building Remediation Program to be allocated to the creation of new upper-story housing units within the Marshalltown Central Business District; and

WHEREAS, the application of Simms Company LLC has expenses exceeding \$250,000 for the renovation of the second floor of 26 East Main Street into three rental housing units; and

WHEREAS, the 26 East Main Street was damaged in the July 2018 tornado;

WHEREAS, the prior use of the second floor of 26 East Main Street was storage, not adding any economic value to the Marshalltown Central Business District; and

WHEREAS, City staff is recommending the City Council endorse the application from Simms Company LLC for the creation of three upper-story housing units at 26 East Main Street at a grant amount of \$250,000, as it scores more than 30 of the 50 points required for the grant; and

WHEREAS, City staff is also recommending the City Council designate \$100,000 in Council-designated Local Option Sales Tax to the project to fulfill the City contribution requirement;

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the Community Catalyst Upper Story Housing Building Remediation Grant application of Simms Company LLC is hereby endorsed by the City Council, including the \$100,000 contribution of Council-designated Local Option Sales Tax, with staff being directed to submit the application to the Iowa Economic Development Authority for scoring and approval.

Passed this 11th day of April, 2022 and signed this ____ day of April, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Jessica Kinser, City Administrator
DATE: April 6, 2022
RE: Catalyst Endorsement/LOST Contribution

Policy Issue: Council is required to endorse Catalyst applications to the State; a resolution is required for all use of Council-designated Local Option Sales Tax (LOST)

☒ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Obj 1: Support the MCBF and development in Downtown- administer the Catalyst Building Grant Program

Recommendation: Approve the resolution as proposed

Budget Impact: \$100,000 in LOST; see attachment for projections from FY23 Budget

Description/Background: The City was granted \$1.5 million in emergency Catalyst Building grant funds from the Iowa Economic Development Authority (IEDA) following the 2018 tornado. These funds were granted for properties in the Marshalltown Central Business District for two purposes: \$1 million for building projects and \$500,000 specifically for upper story housing. All funds except \$250,000 for upper story housing have been spent/designated. IEDA has recently extended the deadline, but is encouraging the final amount be awarded to a shovel-ready project.

At this time, 26 East Main Street is the only project that has the design work complete and could apply for a building permit. This is important due to the time left on these grant funds (June 30, 2023), and the ability to start and complete an upper story housing project by this date. The project is for 3 upper story units, which will result in the front and rear facades being reconstructed/updated.

In addition to the Catalyst fund, this resolution proposes using \$100,000 in Council-designated LOST to provide the City funding towards the project. This amount of funding is too small for TIF, which would have upwards of \$10,000 in legal costs to do the plan amendment and development agreement. All TIF funds on-hand from the Downtown district have been allocated to the MCBF's incentive grant programs.

If the Council approves this resolution, the application is then forwarded to IEDA for concurrence. Once they concur, a separate development agreement would come before the Council to obligate the funds.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



Please answer the following questions and provide all of the requested information to complete the Full Application for the Catalyst Building Grant. Full Applications will not be reviewed and an award will not be considered until all required information is provided. Please complete the following form and return to Jessica Kinser at jkinser@marshalltown-ia.gov or drop-off at City Hall, 24 North Center Street. Please provide responses on a separate sheet if more space is needed.

Applicant(s) Name: SIMMS COMPANY LLC

Applicant Address: 811 Iowa Ave W, Marshalltown, IA 50158

Applicant Phone & Email: simmsbuild@gmail.com

Building Address: 26 East Main Street

1. Describe how the proposed remediation will exhibit a strong impact on the community and Downtown Marshalltown. Include how the project will be a catalyst for economic development, improve the appearance of the site and community and, if appropriate, the safety of its immediate surroundings.

The Gildner's Building is on the Courthouse square and has been a very big eye sore since damaged in the 2018 tornado. The front facade was heavily damaged in that storm, and this project will provide a new front facade. This application is for the creation of 3 new upper story units which have not existed in this building before, creating new opportunities in the building and on the block which currently has only one other unit. The first floor (not part of this application) will be available for commercial use as well, after 2 years of vacancy. The work will improve the appearance and create new opportunities for living, working and playing in Downtown Marshalltown.

2. Describe how the building fits into the surrounding and uses high quality and appropriate materials. Explain how the new building will complement existing neighboring buildings.

This building is one of ten buildings in the 10 Block of East Main Street. All were hit hard by the tornado and derecho, and eight properties have already had extensive repairs, which range from new roofs, to new windows and facades and renovated interiors. This project will use high quality materials to reconstruct the front facade back to its original look of two buildings.

3. Describe how the proposed project will exhibit ample and reasonable funding from a number of sources. Identify any likely project partners.

The upper story project would include funding from the State of Iowa with the Catalyst grant, as well as funding from the City with the contribution of Local Option Sales Tax and Marshalltown Central Business District with the Incentive Grants with the matching funds from the Rebuild Marshalltown Fund/Community Foundation. This project also includes a private investment of nearly 50%. We are also pursuing historic tax credits.

SOURCES OF FUNDS

Please provide the information below on the funding for the Catalyst Project and if it is applied for or secured. If applied for, please explain when you will know if the funding is awarded.

Source of Funds	Amount	Status	Comments
Catalyst Grant	\$250,000	Applied For	
State/Federal			
City Incentives	\$100,000	Applied For	Council-designated Local Option Sales Tax
Private Equity Investment	\$316,275		
Tax Benefits • Workforce Housing Tax Credits • Federal Historic Tax Credits • State Historic Tax Credits • Tax Increment Financing (rebate) • Tax Increment Financing (grant) • New Markets Tax Credit • Other (explain)			
Other Funding (explain)	\$65,000	Secured	MCBD Incentive Grant w/ Rebuild Match
TOTAL	\$ 731,275		

USES OF FUNDS

Please provide the breakdown of how the funds will be used for the project. The cost should include labor and materials.

Use of Funds	Cost
Construction- Exterior Envelope	\$119,007
Construction- Windows/Doors	\$28,875
Construction- Roofing	\$23,320
Construction- HVAC	\$102,834
Construction- Plumbing	\$73,795
Construction- Electrical	\$58,762
Construction- Insulation	\$4,897
Construction- General Carpentry	\$58,599
Construction- Finishes (paint, carpet, fixtures, etc).	\$120,687
Site Preparation (staging, demo/clean-up, asbestos, etc.)	\$43,450
Professional Services (architect, engineer, historic preservation consultant)	\$0
Fees & Permits (mortar test, Iowa tax credit application, building permit, etc.)	\$1,959
Other- please specify <i>Solar on roof, exterior and reconfigured front stairs, parking/patio/front entry slabs</i>	\$94,810
Contingencies	\$0
TOTAL:	\$ 731,275



Local Option Sales Tax (L.O.S.T) Balances
Updated Feb 11, 2022

	LOST- Prop. Tax Relief	LOST- Council Designated	LOST- Capital Projects STREET/STORM WATER	TOTAL FUND 121
Fund balance 6/30/2021	1,045,902	2,486,271	1,955,543	5,487,716
Budgeted L.O.S.T. Revenues (78% Relief, 22% Council) \$3,692,000	3,631,622	1,024,304	-	4,655,926
Sale proceeds from Viejo Bluffs		247,700		247,700
Interest on Investments	10,000	26,000	20,000	56,000
Sub-Total Revenues	3,641,622	1,298,004	20,000	4,959,626
Buy down property tax levy-current revenues (Trsf to fund 200 Debt)	(2,879,760)			(2,879,760)
Cash Flow reserve 16% . Every 1% is \$163K		(99,023)		(99,023)
Fireworks		(5,000)		(5,000)
Zoning Ordinance update with Kendig Keast Colaborative \$789:\$124,225		(789)		(789)
Zoning Ordinance update with Kendig Keast Colaborative \$62,112:\$124,225		(62,112)		(62,112)
New Home Buyer Incentive (100 homes @ \$2500/each)		(250,000)		(250,000)
IEDA 1:1 grant match for downtown revitalization if grant awaded		(500,000)		(500,000)
Sidewalk Improvement citizen reimbursemet (Res.2020-076)		(50,000)		(50,000)
Downtown New Construction Incentive Marshalltown Lofts		(50,000)		(50,000)
Downtown New Construction Incentive Hopkins Elevator		(50,000)		(50,000)
Downtown New Construction Incentive Uncommitted		(50,000)		(50,000)
Fareway construction of new store		(65,000)		(65,000)
Transfer to Fund 132/340 - Bike Trail Engineering & Design FY19 \$8401.50: \$65,000		(56,599)		(56,599)
Transfer to Fund 311: Edgewood Extension (incl \$108,854.16 N. 5th Ave land purchase)			(605,897)	(605,897)
Transfer to Fund 132: Downtown Revitalization (DTR) grant		(120,000)		(120,000)
Marketing		(40,000)		(40,000)
Transfer to Fund 149 for local match of FEMA Derecho		(300,000)		(300,000)
Transfer to Fund 395: Creekside Estates Street Construction			(403,572)	(403,572)
CAT grant-Fisher Community Center renovation		(250,000)		(250,000)
Riverview park master plan with Bolton & Menk		(29,500)		(29,500)
Arts & Culture master plan		(5,000)		(5,000)
Total Budgeted Expenses	(2,879,760)	(1,983,022)	(1,009,469)	(5,872,251)
Projected Fund balance 6/30/2022	1,807,764	1,801,253	966,074	4,575,091
Budgeted L.O.S.T. Revenues (78% Relief, 22% Council)	3,276,000	924,000	-	4,200,000
Interest on Investments	18,000	16,000		34,000
Sub-Total Revenues	3,294,000	940,000	-	4,234,000
Buy down property tax levy-current revenues (Trsf to fund 200 Debt)	(3,276,000)			(3,276,000)
Buy down property tax levy-fund bal	(365,775)			(365,775)
Cash Flow reserve 16% (goal is 20%). Every 1% is \$170K		(91,512)		(91,512)
Fireworks		(5,000)		(5,000)
Transfer to Fund 311: Edgewood Extension (incl \$108,854.16 N. 5th Ave land purchase)			(689,030)	(689,030)
Transfer to Fund 395 for S. 7th Ave extension (Discussed 5/24/21)		(5,131)	(279,104)	(284,235)
Transfer to Fund 132: Downtown Revitalization (DTR) grant		(220,000)		(220,000)
City Centre Parking Lot (discussed 1/31/22, use LOST instead of bond funds)		(71,500)		(71,500)
National Community Survey (discussed Jan 24, 2022)		(20,495)		(20,495)
Total Budgeted Expenses	(3,641,775)	(413,638)	(968,134)	(5,023,547)
Projected Fund balance 6/30/2023	1,459,989	2,327,615	(2,060)	3,785,544

RESOLUTION APPROVING THE DEMOLITION OF 10 AND 12 WEST MAIN STREET TO BE COMPLETED BY LANSING BROTHERS CONSTRUCTION FOR \$161,000

WHEREAS, the City of Marshalltown acquired 10 and 12 West Main Street for the purposes of demolishing the structures as one project; and

WHEREAS, vandalism, trespassing and other issues are continually occurring with minimal ways to prevent this from occurring, creating further issues in Downtown and for the entire community; and

WHEREAS, Lansing Brothers Construction is qualified and available to complete the demolition of 10 and 12 West Main Street as well as outstanding demolition contracts at 2 and 6/8 West Main Street;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the Purchasing Policy is hereby waived and Lansing Construction authorized to complete the demolitions of 10 and 12 West Main Street at the quoted price of \$161,000; and

BE IT FURTHER RESOLVED, the cost of the emergency work shall be paid out of the Dangerous and Dilapidated Building Fund.

Passed this 11th day of April, 2022, and signed this ____ day of April, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Jessica Kinser, City Administrator
DATE: April 8, 2022
RE: Demolition Bid for 10 & 12 West Main

Policy Issue: Council needs to approve purchases over \$44,999

☒ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☒ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Obj 1: Support the MCBF and development in Downtown; Obj 1: Eliminate blight throughout the community

Recommendation: Approve the resolution as proposed

Budget Impact: \$161,000 to come from Fund 355 - D&D

Description/Background: The City acquired 10 West Main Street by court-ordered title on May 13, 2021 with plans to demolish the building due to a failing side wall. This wall failed in November 2021, which was the same month we were notified FEMA would not participate in any of the proposed commercial demolitions. Following this failure, we brought in Jim Tometich of Tometich Engineering to assess 10 and 12 West Main Street (privately owned at the time). The assessment was that most cost effective proposal was to demolish both 10 and 12 West Main Street at the same time. The City just closed on the purchase of 2 and 12 West Main Street, and we are ready for the demolition of these buildings to occur. As a reminder, the City also has an offer to purchase 6-8 West Main Street when the demolition on that property is complete.

Lansing Brothers Construction is the recommended contractor as he was also the contractor for both of the owners for 2 and 6/8 West Main Street, both projects which still have items to close out as part of his contracts with those owners. His quote for the demolition of \$161,000 is reasonable and within the budget estimates. This work will be paid from fund 355- Dangerous & Dilapidated Building Fund.

WHKS has already done a wall scan to determine three brick wythes make up the wall between 12 and 14 West Main Street, but further analysis is warranted to determine if a retaining wall is necessary along the basement wall to protect against issues with backfilling.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



April 7, 2022

City of Marshalltown
24 North Center Street
Marshalltown, Iowa 50158

Re: RACM Building Demolition – 10 & 12 West Main Street

Jessica Kinser,

As requested, we are submitting a proposal for the building demolition at 10 & 12 West Main Street in Marshalltown, Iowa. Our Cost Proposal and detailed Scope of Work are as follows:

Scope of Work – RACM Demolition

10 Day Iowa DNR Air Quality Notification for Demolition and Asbestos Removal
Temporary construction barricades at perimeter of jobsite
Iowa One Call to locate utilities
Demolition of 10 & 12 West Main Street
Hauling away of debris
Removal of building foundation walls and breaking up of basement slabs
Landfill dumping fees
Contractors Salvage Rights
Backfill of basement with compacted fill lime
Soil density testing
Seeding, fertilizing, and erosion control with 4-6" of topsoil to cover lot
General Liability Insurance

Exclusions

Electrical and natural gas service disconnect
Disconnect of water main service lines
Disconnect of sanitary sewer service at property line
Repairs to common wall and building at 14 West Main Street
Performance and Payment Bond
Removal of foundation walls on north of building (to prevent undermining of public sidewalks)
Repairs to sidewalks and pavements

Bid Proposal - \$161,000.00

All work completed in one mobilization.

If you have any questions, you can contact me at 563-543-7360 cell.

Respectfully submitted,
Chad Lansing

Lansing Brothers Construction

Authorizing Resolution

We, hereby, authorize Kevin Pigors

(Name of Authorized Signatory)

on behalf of City of Marshalltown/Marshalltown Municipal Transit

(Legal Name of Applicant)

to apply for financial assistance as noted below and to enter into related contract(s) with the Iowa Department of Transportation.

From the State Transit Assistance Program:

1.64% % of formula funds;

\$ 0 of Special Project funds

From federal funds for transit in non-urbanized areas and/or for transit serving primarily elderly persons and person with disabilities:

\$ 225,326

From statewide federal capital assistance for transit:

\$ 0

We understand acceptance of federal transit assistance involves an agreement to comply with certain labor protection provisions.

We certify that City of Marshalltown/Marshalltown Municipal Transit

(Legal Name of Applicant)

has sufficient non-federal funds to provide required local match for capital projects and at time of delivery will have the funds to operate and maintain vehicles and equipment purchased under this project.

We request that State Transit Assistance formula funding be advanced as allowed by law, to improve transit system cash flow.

Adopted the 11 day of April, 2022

Name: City of Marshalltown

(Applicant's Governing Body)

By: _____
(Signature of Chief Executive Officer)

Kevin Pigors

(Printed Name of Chief Executive Officer)

Title: Transit Administrator

Address: 905 E. Main St. Marshalltown, Iowa 50158

Telephone: 641-754-5719

E-mail Address: kpigors@marshalltown-ia.gov

(E-mail Address of Chief Executive Officer)

MARSHALLTOWN

— I O W A —

Municipal Transit Office

Kevin Pigors, Transit Administrator
Kathy Holtry, Operations Assistant
905 E. Main Street
Marshalltown, IA 50158
Tel - (641) 754-5719
Fax - (641) 754-5748

April 11, 2022

To: Mayor Joel T. S. Greer
Members of the City Council

From: **Kevin Pigors**
Transit Administrator

Re: Iowa DOT Transit Funding Application

Policy Issue: City policy requires approval by resolution to apply for State funding

Recommendation: Staff recommends approving the resolution authorizing application to the Iowa Department of Transportation for transit funding as expressed by the certifications and assurances enclosed.

Background: Each year we apply for funding from the Iowa Department of Transportation to receive both state and federal dollars to cover the day-to-day expenses of the transit division for the following fiscal year. We are anticipating \$197,650 from the state and \$225,326 from the Federal Transit Administration.

Budget Impact: There is no expenditure with this Agreement. It is revenue for the daily operations of the transit division for the fiscal year 2022 - 2023.

Attachment: Certifications and Assurances

cc: Jessica Kinser, City Administrator

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
- (b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- (c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- (d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- (e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

- (f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:
- (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;
 - (2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;
 - (3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.
 - (4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;
 - (5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;
 - (6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - (7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - (8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;
 - (9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;
 - (10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,
 - (11) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- (g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (“Uniform Act”) (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

- (h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- (i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.
- (j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- (k) Will comply with environmental standards which may be prescribed pursuant to the following:
 - (1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - (2) Notification of violating facilities pursuant to EO 11738;
 - (3) Protection of wetlands pursuant to EO 11990;
 - (4) Evaluation of flood hazards in floodplains in accordance with EO 11988;
 - (5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);
 - (6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);
 - (7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and
 - (8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).
- (l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- (m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).
- (n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- (o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

- animals held for research, teaching, or other activities supported by this award of assistance.
- (p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 - (q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, “Audit Requirements”, as adopted and implemented by U.S. DOT at 2 CFR Part 1201.
 - (r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.
 - (s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:
 - (1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;
 - (2) Procuring a commercial sex act during the period of time that the award is in effect; or
 - (3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget’s standard form 424D “Assurances—Construction Programs” and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

- (a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.
- (b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.
- (c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

- (a) U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 “Procurement Standards;
- (b) Federal laws, regulations, and requirements applicable to FTA procurements; and
- (c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant’s exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant’s principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

- (a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
- (b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

- (c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
- (d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

- (a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
- (a) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

- (a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
- (b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA’s state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 U.S.C. § 5329(d)(1) and 49 CFR § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

- (a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own public transportation agency safety plan; and
- (b) Each small public transportation provider within the State has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a “corporation” as “any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association”, and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

- (a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
- (b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding \$100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding \$150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

- (a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
 - (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
 - (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:

- (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
- (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
- (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
- (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will

receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities;
- (c) Will maintain equipment and facilities in accordance with the applicant’s transit asset management plan;
- (d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—
 - (1) Senior;
 - (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and
 - (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);
- (e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);
- (f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

- (g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);
- (h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);
- (i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;
- (j) Either—
 - (1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or
 - (2) Has decided that the expenditure for security projects is not necessary;
- (k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and
- (l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

- (a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
 - (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
 - (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

- (b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.
- (c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
 - (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
 - (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

- (a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
- (b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
- (c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
- (d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula

Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

- (a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
- (b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
- (c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
- (d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA’s State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant’s most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act (“TIFIA”) Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks (“SIB”) Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

- (a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
- (b) Compliant with the requirements of 49 CFR Part 674, "State Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

- (a) Response time;

- (b) Fares;
- (c) Geographic area of service;
- (d) Hours and days of service;
- (e) Restrictions or priorities based on trip purpose;
- (f) Availability of information and reservation capability; and
- (g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), “flex funds” from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).

The applicant certifies that:

- (a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
- (b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit <https://www.nist.gov/cyberframework> and <https://www.cisa.gov/>.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

**CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS
FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT
PROGRAMS).**

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

- (a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.
- (b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.
- (c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, “Transit Asset Management,” 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.
- (d) With respect to its procurement system:
 - (1) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,” 2 CFR Part 200, for Awards made on or after December 26, 2014,
 - (2) It will have a procurement system that complies with U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,” 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
 - (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.
- (e) It will comply with the Certifications, Assurances, and Agreements in:
 - (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
 - (2) Category 06 (Transit Asset Management Plan),

- (3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
- (4) Category 09 (Formula Grants for Rural Areas),
- (5) Category 15 (Alcohol and Controlled Substances Testing), and
- (6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

**FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FTA
ASSISTANCE PROGRAMS**

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant: City of Marshalltown/Marshalltown Municipal Transit

The Applicant certifies to the applicable provisions of all categories: (*check here*) X .

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category	Certification
01 Certifications and Assurances Required of Every Applicant	
02 Public Transportation Agency Safety Plans	
03 Tax Liability and Felony Convictions	
04 Lobbying	
05 Private Sector Protections	
06 Transit Asset Management Plan	
07 Rolling Stock Buy America Reviews and Bus Testing	
08 Urbanized Area Formula Grants Program	
09 Formula Grants for Rural Areas	
10 Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	
11 Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	

- 12 Enhanced Mobility of Seniors and Individuals with Disabilities Programs
- 13 State of Good Repair Grants
- 14 Infrastructure Finance Programs
- 15 Alcohol and Controlled Substances Testing
- 16 Rail Safety Training and Oversight
- 17 Demand Responsive Service
- 18 Interest and Financing Costs
- 19 Cybersecurity Certification for Rail Rolling Stock and Operations
- 20 Tribal Transit Programs
- 21 Emergency Relief Program

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: City of Marshalltown/Marshalltown Municipal Transit

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq.*, and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name Kevin Pigors _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): City of Marshalltown/Marshalltown Municipal Transit

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: _____

Name _____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

MARSHALLTOWN

I O W A

TO: Mayor, City Council Members, and City Administrator

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: April 11, 2022 Meeting

RE: **Zoning Ordinance and Zoning Map**

Policy Issue: The City of Marshalltown is responsible for the administration and maintenance of the Zoning Ordinance for the community. This ordinance includes the text and map.

Strategic Plan Goals:

☒ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☐ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: partner with others to improve quality of life

Specific Objective/Action:

- *Goal 1 Objective 1:* Support the Marshalltown CBD and development in Downtown.
Action: Implement Downtown Design Standards
- *Goal 1 Objective 2:* Support and promote commercial and industrial development
Action: Complete the selective rezoning of the Highway 14 Corridor
- *Goal 3 Objective 1:* Review policies, procedures and ordinances for updates
Action: Complete the rewriting of the City's Zoning Ordinance.

Recommendation: This is the 3rd reading and public hearing of the proposed ordinance. Staff recommends approval of the Zoning Ordinance and Zoning Map as presented.

Budget Impact: None

Background: At the end of 2020 the Council approved a contract with Kendig Keast Collaborative (KKC) to complete a comprehensive re-write of the ordinance. In the past we have handled updates in-house but the need for experienced code developers was determined a priority for this project. Staff has spent the past year working closely with KKC to complete the project and present the proposed ordinance and map.

The ordinance includes 13 articles, the table of contents and the map. Project information can be found on the City website: <https://www.marshalltown-ia.gov/708/Zoning-Ordinance-Re-write-Project>

The Plan and Zoning Commission has reviewed the proposed ordinance and map and held a public hearing on Thursday, March 10, 2022. The Commission received public comments and made several changes to the proposal which have been incorporated into the attached document. Council has had two readings of the ordinance and made amendments which have also been incorporated into the Final draft being presented.

Attachment(s): Ordinance which includes Chapter 156: Zoning and the Zoning Map, links to information regarding lighted signs as discussed on 3/28/11.

City of Marshalltown Zoning Ordinance

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CHAPTER 156 – ZONING

ARTICLE A – GENERAL PROVISIONS

Section 156.A.001, Title

- A. **Title.** This document is known, and may be cited as, the City of Marshalltown, Iowa, Zoning Ordinance.
- B. **Short Title.** References to "this Ordinance", "this Code", or "this Chapter" are interpreted as references to this Zoning Ordinance.

Section 156.A.002, Purposes

The City Council adopts this Zoning Ordinance to protect the public health and safety, quality of life, economic development, and fiscal and functional health of the City and its present and future inhabitants in accordance with the goals of the Comprehensive Plan. The provisions of this Ordinance are specifically intended to:

- A. **Public Health and Safety.** Protect public health and safety and environmental quality by:
 - 1. *Open Space.* Ensuring the provision of adequate public and private open space for light, air, environmental protection, recreation, and fire safety;
 - 2. *Density and Intensity.* Preventing both the overcrowding of land and urban sprawl by regulating the density and intensity of development;
 - 3. *Screening and Buffering.* Establishing reasonable screening and buffering of residential, nonresidential, and mixed-use areas from incompatible uses; and
- B. **Quality of Life.** Protect the quality of life of City residents, business owners, employees, and visitors by:
 - 1. *Character.* Protecting and enhancing the character and property values of all parts of the City;
 - 2. *Environmental Assets.* Preserving and protecting existing trees and vegetation, woodlands, floodplains, stream and riparian corridors, scenic views, and other areas of scenic and environmental significance from adverse impacts of land development; and
 - 3. *Appearance.* Improving the City's appearance through the regulation of design, where such regulations are appropriate.
- C. **Economic Development.**
 - 1. *Commercial and Industrial Districts.* Encourage a diverse and stable economy with employment opportunities, particularly those that have meaningful multiplier effects in the local economy, by promoting the vitality and development of commercial and industrial districts;
 - 2. *Entrepreneurship.* Enable and encourage entrepreneurship and local business growth; and
 - 3. *Business Retention and Expansion.* Enable retention and sensitive expansion of local businesses.
- D. **Fiscal and Functional Health.** Protect the fiscal and functional health of the City by:
 - 1. *Compatibility.* Encouraging the most appropriate, efficient, and compatible use of land, buildings, and other structures throughout the City;
 - 2. *Efficiency.* Securing economy in government-private sector expenditures by promoting efficiency in development review;
 - 3. *Housing Stock.* Promoting a diverse housing stock in new developments and maintaining such diversity where it currently exists;
 - 4. *Promote Equitable, Affordable Housing.* Encourage location-efficient housing options to increase mobility and lower the combined cost of housing and transportation;
 - 5. *Reinvestment, Redevelopment, and Infill.* Protecting property against blight and depreciation by facilitating reinvestment, redevelopment, and infill development; and

6. *Supply of Land*. Promoting a balanced supply of residential, commercial, industrial, agricultural, and mixed land uses for conservation and development.
- E. **Encourage Contextually Sensitive Development and Redevelopment.**
 1. *Redevelopment and Infill*. Promote contextually compatible redevelopment and infill development of vacant or underutilized properties;
 2. *Mixed-Use*. Enable and encourage efficient development patterns, including by-right mixed-use development; and
 3. *Historic Character*. Facilitate orderly and harmonious development with the visual and historical character of Marshalltown.
- F. **Clear Regulations and Processes.** Establish transparent regulations and review procedures for development, the duties and powers of responsible administrative bodies, and reasonable penalties and enforcement mechanisms for violations of this Ordinance.

Section 156.A.003, Authority

The City Council adopts this Zoning Ordinance pursuant to:

- A. **Constitutional Authority.** The powers granted and limitations imposed by the U.S. and the Iowa Constitutions;
- B. **Iowa Code.** The authority granted by the Iowa Code including, but not limited to:
 1. [Chapter 364](#), *Powers and Duties of Cities*;
 2. [Chapter 368](#), *City Development*;
 3. [Chapter 372](#), *Organization of City Government*;
 4. [Chapter 380](#), *City Legislation*;
 5. [Chapter 414](#), *City Zoning*;
 6. [Chapter 18B](#), *Land Use - Smart Planning*; and
 7. Such additional authority as may be conferred by the Iowa Code.
- C. **City Charter and Code of Ordinances.** The [City's Charter](#) and the ordinances, resolutions, rules, and regulations set forth in the City's Code of Ordinances.

Section 156.A.004, Applicability

- A. **Generally.** No person may use, occupy, subdivide, or develop land, or use, occupy, erect or modify buildings, signs, or other structures, except in accordance with all applicable provisions of this Ordinance. The “use” or “occupancy” of a building or land relates to anything and everything that is done to, on, or in that building or land.
- B. **Specific Exceptions.** Specific exceptions to the requirements of this Ordinance may be set out in individual Sections.

Section 156.A.005, Jurisdiction

All provisions of this Zoning Ordinance apply within the corporate limits of the City of Marshalltown, as may be expanded, contracted, or modified from time to time.

Section 156.A.006, Abrogation, Conflict, and Private Restrictions

- A. **Abrogation.** It is not intended by this Ordinance to repeal, abrogate or impair any existing easements, covenants, or deed restrictions.
- B. **Conflict.**
 1. *Conflict with State or Federal Regulations.* If the provisions of this Ordinance conflict with those of the state or federal government, the more restrictive provision, as determined by the Zoning Administrator, controls, to the extent permitted by law.

2. *Conflict with Other City Regulations.* If the provisions of this Ordinance are inconsistent with one another, or if they conflict with provisions found in other adopted ordinances or regulations of the City, the provisions of this Ordinance control.
 3. *Conflicts within this Ordinance.* Where the text of this Ordinance conflicts with its tables or illustrative material, the text controls. Where a table of this Ordinance conflicts with an illustration, the table controls.
- C. **Private Restrictions.** The City does not interpret or enforce private restrictions, including, but not limited to, deed restrictions, covenants, or easements.

Section 156.A.007, Minimum Requirements

- A. **Compliance.** No structure or land shall be used and no structure shall be located, extended, converted, or structurally altered without the impacted area being brought into full compliance with the terms of this Ordinance and other applicable regulations that apply to uses and structures within the jurisdiction of this Ordinance.
- B. **Interpretation.** In their interpretation and application, the provisions of this Ordinance shall be held to be minimum requirements and shall be literally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by state statutes.

Section 156.A.008, Severability

- A. **Generally.** If a court of competent jurisdiction holds any Article, Section, Subsection, clause, provision, or portion of this Chapter as unconstitutional or invalid, the remainder of this Ordinance shall not be affected.
- B. **As-Applied.** If a court of competent jurisdiction holds any application of a provision of this Chapter to a particular structure, land, or water to be invalid or unconstitutional "as-applied", such judgment shall not be applicable to any other structure, land, or water not specifically included in the judgment.

Section 156.A.009, Effective Date and Repeal

- A. **Effective Date.** This Ordinance is effective on [insert effective date], unless otherwise expressly indicated.
- B. **Repeal.** The Zoning Ordinance existing prior to adoption of this Ordinance is deemed repealed and replaced upon the effective date of this Ordinance.

Section 156.A.010, Transitional Provisions

- A. **Generally.** It is the intent of the City Council to respect the property rights of applicants with existing or pending development approvals.
- B. **Effect on Existing Ordinances.** The City's ordinances in effect prior to the effective date of this Ordinance, unless expressly repealed or amended by this Ordinance, or by some other Council action, remain in effect. Where this Ordinance is more restrictive or where it includes additional provisions (including those that are inconsistent or in conflict with existing ordinances) the City shall enforce this Ordinance as set out in [Section 156.A.006, Abrogation, Conflict, and Private Restrictions](#).
- C. **Pending Applications.**
1. *Generally.* Each development review application shall be evaluated only in light of the adopted ordinances and technical regulations in effect at the time that each complete application is submitted.
 2. *Inactive Applications.* Pending development review applications that are not pursued with due diligence may expire pursuant to [Section 156.J.002, Common Review Procedures](#).
- D. **Development Approvals that Precede this Zoning Ordinance.** Development approved prior to the effective date of this Ordinance may be carried out within the scope of the development approval, including applicable standards in effect at the time of approval, provided that the approval is valid and has not expired.
- E. **Duration of Approvals.** Development approvals that are valid on the effective date of this Ordinance are valid until their expiration date; or, if no expiration date is specified in the approval documents or prior regulations, pursuant to Table [156.J.002.12-1, Development Review Summary Table](#).

ARTICLE B – DISTRICT DEVELOPMENT STANDARDS

Section 156.B.001, Purpose and Applicability

- A. **Purpose.** The purpose of this Article is to establish zoning districts and the Official Zoning Map, set out the development standards for each district, establish development and civic and open space types, and provide explanations and by-right permitted modifications for such development standards.
- B. **Applicability.** No structure may be erected, altered, or moved and placed on a property other than as provided in this Article.

Section 156.B.002, Zoning Districts Established

This Section divides the City into the districts set forth in Table 156.B.002-1, *Zoning Districts*, below. In addition, the table shows the planned future land use category from the [Marshalltown Comprehensive Plan 2030](#) that each zoning district implements, provides the available development types as further articulated in this [Section 156.B.006, Development Types](#), and establishes purpose statements for each district and development type combination.

Table 156.B.002-1 Zoning Districts				
Planned Future Land Use Category	Zoning District	Development Type ¹	Purpose: The purpose of this zoning district is to provide for:	Former Zoning District ²
Residential Districts				
Agricultural	AG, Agricultural	Conventional	Preservation of land suitable for eventual development until such time as the necessary facilities and services are provided to such areas.	A-1
Rural Residential	RR, Rural Residential	Conventional	Existing residential or future residential areas in areas of difficult topography that will develop at a density of 2-3 units per acre.	R-1
Low-Density Residential	RL, Low-Density Residential	Conventional	Single-family and duplex homes at a density of 4-8 units per acre. A conventional development is characterized by private open space on each lot while a cluster development has smaller lots with a required percentage of common open space. Common open space may be used for parks, trails, or natural areas, to preserve environmental resources, provide for recreational amenities, provide for use compatibility, or provide natural drainage features.	R-2, R-2A
		Cluster		
Medium-Density Residential	RM, Medium Density Residential	Conventional	Single-family and duplex homes, townhomes, or small multiple-family developments at a density of 6-18 units per acre. The infill option promotes efficient use of land, infrastructure, and other resources and allows for additional density and land uses compared to conventional.	R-3, R-4
		Infill		
Mobile Home Park		Manufactured	Manufactured homes within a manufactured home park setting.	R-6
High-Density Residential	RH, High-Density Residential	Conventional	Duplexes, townhomes, multiple-family developments, and similar high-density dwellings at a density of 12-24 units per acre. Architecture and	R-5
		Infill		

**Table 156.B.002-1
Zoning Districts**

Planned Future Land Use Category	Zoning District	Development Type ¹	Purpose: The purpose of this zoning district is to provide for:	Former Zoning District ²
			landscaping are important to ensure appropriate and consistent character.	
Mixed-Use Districts				
Mixed-Use	MU, Mixed-Use	Mixed-Use	Mixed office, retail, and residential uses in neighborhood centers or in close proximity to residential areas.	TN, NC
Commercial				
Downtown Mixed-Use	UC, Urban Core		Mixed office, retail, medical, institutional, and residential uses in the more intense setting of the urban core, including downtown.	CBD, OP (in Downtown areas)
Nonresidential Districts				
Commercial	GC, General Commercial	Nonresidential	General commercial and businesses such as restaurants, retail, office, hotels, banks, and other mixture of uses in areas along major road corridors and further from residential areas.	GC, PC, CC, RC, OP (properties outside of Downtown)
Light Industrial	GI, General Industrial		Manufacturing, processing, storage, and distribution activities generally incompatible with residential, civic, and other public uses. Certain industrial uses that produce off-site noise, odor, dust and/or other visible and sensory impacts are permitted only after public hearings and review to assure protection of surrounding property, persons, and the general public interest.	M1, M2
Heavy Industrial				
Special Purpose				
Multiple	PUD, Planned Unit Development	Mixed-Use	The unified and coordinated development of parcels or tracts of land. Certain freedom of choice as to intended land uses shall be permitted, provided that the essential site development regulations are complied with and that the intended uses are not in conflict with the general purpose and intent of either this Ordinance or the Comprehensive Plan.	PUD
Public/Semi-Public	PI, Public and Institutional		Primarily religious, medical governmental, institutional, or education facilities.	ED, OP (Medical properties outside of Downtown)
Medical				
Cemetery	REC, Recreational		Areas of public or private ownership that will remain undeveloped as open space or developed as parks (including trails) or golf courses with varying facilities depending on the need and location.	Multiple
Parks/Open Space				Multiple
Golf Course				Multiple

**Table 156.B.002-1
Zoning Districts**

Planned Future Land Use Category	Zoning District	Development Type ¹	Purpose: The purpose of this zoning district is to provide for:	Former Zoning District ²
Overlay Districts				
Downtown Mixed-Use	UC-HD, Urban Core-Historic District	Mixed-Use	Protecting specific characteristics of the historic core of the downtown area while facilitating new construction designed to harmonize with the district's visual character.	CBD

Table Notes:

1. Refer to [Section 156.B.006, Development Types](#), for more details.
2. The former zoning districts are from the Marshalltown Zoning Ordinance of 2010 (Ord. 14871, adopted April 12, 2010) which is repealed on the effective date of this Ordinance.

Section 156.B.003, Official Zoning Map

- Generally.** The zoning districts set out in [Section 156.B.002, Zoning Districts Establishment](#), are shown on the Official Zoning Map, which is a part of this Ordinance as fully as if it were written out in detail. The Official Zoning Map is on file in the office of the Engineering Department and is available for inspection during regular business hours.
- Force and Effect.** The Official Zoning Map and all notations, references, and other information shown on it have the same force and effect as the text of this Zoning Ordinance.
- Status of the Zoning Map.** The Official Zoning Map on file controls in the event of a conflict between the map on file and any other paper or digital reproduction of the map.
- Omitted or Annexed Land.** Any area not shown as being included in a zoning district or annexed to the City of Marshalltown shall be deemed to be in the RL, Low-Density Residential zoning district unless the City Council changes the zoning district.
- Boundaries.** Where there is uncertainty as to the boundaries of the districts as shown on the District Map of the City, the Zoning Administrator shall make a determination using the following criteria:
 - Rights-of-Way or Easements.* Where boundaries appear to follow existing streets, alleys, railroad tracks, utility lines, or similar features, the Zoning Administrator shall construe the zoning boundary to follow the center line of the rights-of-way or easement. Where the location of these features on the ground differs from that shown on the Official Zoning Map, the features on the ground control are shown approximately following street and alley lines, such street and alley lines shall be interpreted to be the boundaries.
 - City Limits.* Where district boundaries are indicated as approximately following City limits, the Zoning Administrator shall consider the City limits as the district boundaries.
 - Property Lines.* Where boundaries are indicated so that they approximately follow lot lines and are not more than 15 feet distant therefrom, such lot lines shall be interpreted to be the boundaries.
 - Unsubdivided Property.* In unsubdivided property where a district boundary divides a parcel of land, the boundary shall be determined by the use of the scale appearing thereon.
 - Watercourses.* The Zoning Administrator shall construe boundaries shown as following, or approximately following, the centerline of drainageways, streams, water bodies, or other watercourses, as following the centerline. In the event of a natural change in the location of such streams or other watercourses, the Zoning Administrator shall construe the zoning district boundary as moving with the centerline.
 - Vacation or Abandonment.* Whenever any street, alley, or other public way is vacated by the action of the City Council, the zoning district adjoining each side of such street, alley, or public way shall be extended automatically to the center of such vacated area.

7. **Ownership.** When a lot held in one ownership is divided by a district boundary line, the entire lot will be construed to be within the district in which the majority of the lot is located.
- F. **Conflicts Resolved.** In case of a conflict between the district boundaries on the Official Zoning Map and the zoning of property provided by an adopted ordinance, the ordinance controls. In case of doubt or dispute, the Board of Adjustment shall determine the boundary lines upon receiving an appeal from a ruling of the Zoning Administrator.

Section 156.B.004, Residential District Development Standards

- A. **Generally.** Table 156.B.004-1, *Residential District Lot and Building Standards*, establishes the dimensional standards for the various housing/building and development types in the residential zoning districts. Except as provided in Section 156.B.008, *Measurements and Allowances*, and Section 156.B.006, *Development Types*, no lot shall be reduced in size so that its area, width, setback requirements, gross density, or other requirements of Table 156.B.004-1 are not maintained.
- B. **Setbacks Related to Driveways and Garages.** A minimum setback of 20 feet shall apply where a driveway provides access on a residential property from a street, other than an alley. This maintains an adequately sized parking space on the driveway between the structure and the street and helps to avoid encroachment into public sidewalks, despite lower minimum setback standards in Table 156.B.004-1 for the remainder of the building. See Section 156.D.003.D for specific requirements for garage orientation and placement.
- C. **Measurements and Allowances Reference.** Refer to Section 156.B.008, *Measurements and Allowances*, for explanations of, and special provisions related to, the measurements and standards in Table 156.B.004-1.

Table 156.B.004-1 Residential District Lot and Building Standards (See Figures 156.B.004-1 through -6, below)									
Housing/Building Type ¹	Maximum Gross Density (Units / Acre)	Common Civic or Open Space / Landscape Surface Area Ratio ²	Minimum Lot ³		Maximum Building Height	Minimum/Maximum Setbacks			
			Area	Width		Front	Side Street	Side ⁴	Rear
Graphic Legend			A	B	C	D	E	F	G
AG - Agricultural Residential Conventional Development Type									
Single-Family Detached ⁵	0.04	N/A	25 Acres	120	35 ft.	50 ft.	20 ft.	15 ft.	50 ft.
Permitted Nonresidential Uses	N/A	N/A	25 Acres	120	35 ft.	50 ft.	20 ft.	15 ft.	50 ft.
RR - Rural Residential Conventional Development Type									
Single-Family Detached	2.82	N/A	14,375 s.f.	85 ft.	35 ft.	35 ft.	10 ft.	8 ft.	35 ft.
Permitted Nonresidential Uses	N/A	N/A	14,375 s.f.	85 ft.	35 ft.	35 ft.	10 ft.	8 ft.	35 ft.
RL - Low Density Residential Conventional Development Type									
Single-Family Detached	4.40	N/A	9,000 s.f.	75 ft.	35 ft.	30 ft.	8 ft.	7 ft.	35 ft.
Single-Family Attached	4.90	N/A	8,000 s.f.	60 ft.	35 ft.	30 ft.	8 ft.	7 ft.	35 ft.
Duplex	5.64	N/A	7,000 s.f.	60 ft.	35 ft.	30 ft.	8 ft.	8 ft.	35 ft.
Permitted Nonresidential Uses	N/A	N/A	9,000 s.f.	75 ft.	35 ft.	30 ft.	15 ft.	10 ft.	35 ft.

Table 156.B.004-1
Residential District Lot and Building Standards
 (See Figures 156.B.004-1 through -6, below)

Housing/Building Type ¹	Maximum Gross Density (Units / Acre)	Common Civic or Open Space / Landscape Surface Area Ratio ²	Minimum Lot ³		Maximum Building Height	Minimum/Maximum Setbacks			
			Area	Width		Front	Side Street	Side ⁴	Rear
Graphic Legend			A	B	C	D	E	F	G
RL - Low Density Residential Cluster Development Type									
Single-Family Detached	5.58	15%	6,500 s.f.	60 ft.	35 ft.	15 ft.	7 ft.	7 ft.	25 ft.
Single-Family Attached	5.64	15%	6,000 s.f.	50 ft.	35 ft.	15 ft.	7 ft.	7 ft.	20 ft.
Duplex	5.98	20%	5,250 s.f.	50 ft.	35 ft.	20 ft.	8 ft.	8 ft.	20 ft.
Permitted Nonresidential Uses ⁷	N/A	20%	6,500 s.f.	60 ft.	35 ft.	15 ft.	7 ft.	7 ft.	25 ft.
RM - Medium Residential Density Conventional Development Type									
Single-Family Detached	7.15	N/A	5,000 s.f.	60 ft.	35 ft.	30 ft.	10 ft.	5 ft.	25 ft.
Single-Family Attached	8.56	N/A	4,500 s.f.	50 ft.	35 ft.	20 ft.	10 ft.	5 ft.	25 ft.
Duplex	10.47	N/A	4,000 s.f.	50 ft.	35 ft.	20 ft.	8 ft.	5 ft.	20 ft.
Multiplex	11.54	N/A	3,500 s.f.	75 ft.	45 ft.	20 ft.	8 ft.	5 ft.	20 ft.
Manufactured Home Park	Refer to Section 156.C.005.D.1, Manufactured Home Park								
Permitted Nonresidential Uses ⁷	N/A	N/A	5,000 s.f.	75 ft.	35 ft.	20 ft.	10 ft.	10 ft.	25 ft.
RM - Medium Residential Density Infill Development Type									
Single-Family Detached	11.40	N/A	2,750 s.f.	40 ft.	35 ft.	20 ft.	5 ft.	5 ft.	20 ft.
Duplex	11.91	N/A	3,000 s.f.	30 ft.	35 ft.	10 ft.	5 ft.	5 ft.	20 ft.
Townhouse	11.44	N/A	3,500 s.f.	25 ft.	45 ft.	10 ft.	5 ft.	5 ft.	25 ft.
Multiplex	13.33	N/A	3,000 s.f.	75 ft.	45 ft.	10 ft.	5 ft.	5 ft.	25 ft.
RM - Medium Residential Density Tiny House or Cottage Development Type									
Cottage Court	9.48	30%	2,000 s.f.	45 ft.	20 ft.	20 ft.	8 ft.	5 ft.	20 ft.
Tiny House	14.5	30%	1,000 s.f.	40 ft.	20 ft.	20 ft.	8 ft.	5 ft.	20 ft.

Table 156.B.004-1
Residential District Lot and Building Standards
 (See Figures 156.B.004-1 through -6, below)

Housing/Building Type ¹	Maximum Gross Density (Units / Acre)	Common Civic or Open Space / Landscape Surface Area Ratio ²	Minimum Lot ³		Maximum Building Height	Minimum/Maximum Setbacks			
			Area	Width		Front	Side Street	Side ⁴	Rear
Graphic Legend			A	B	C	D	E	F	G
RH - High Density Residential Conventional Development Type									
Townhouse	18.18	N/A	2,000 s.f.	20 ft.	45 ft.	10 ft.	10 ft.	5 ft.	15 ft.
Multiplex	21.50	N/A	2,000 s.f.	45 ft.	45 ft.	10 ft.	10 ft.	10 ft.	25 ft.
All Permitted Nonresidential Uses ⁷	N/A	N/A	7,500 s.f.	50 ft.	40 ft.	10 ft.	10 ft.	10 ft.	25 ft.
RH - High Density Residential Infill Development Type									
Multiplex	21.39	N/A	1,875 s.f.	45 ft.	45 ft.	10 ft.	8 ft.	5 ft.	25 ft.
Townhouse	21.87	N/A	1,600 s.f.	18 ft.	45 ft.	5 ft.	5 ft.	5 ft.	15 ft.
Apartment	30.66	N/A	1,200 s.f.	60 ft.	45 ft. ⁶	5 ft.	5 ft.	5 ft.	10 ft.
All Permitted Nonresidential Uses ⁷	N/A	N/A	N/A	N/A	40 ft.	10 ft.	10 ft.	10 ft.	25 ft.
Notes:									
1. Refer to Section 156.C.004, Limited Use Standards , and Section 156.C.005, Special Use Standards , for additional standards that may apply to a given housing type. 2. Minimum common civic or open space is calculated based on a percentage of the overall subdivision and applies to residential and mixed-use districts. Landscape surface area ratio is calculated based on a percentage of the lot and applies to nonresidential developments. 3. Minimum lot area is calculated on a "per dwelling unit" basis. Minimum lot width is calculated for the entire lot. 4. Zero feet is the side setback for the shared party wall between single-family attached units and between townhouse units. 5. Including a manufactured or modular home on its own lot (applies to all districts). 6. The maximum height of an apartment building may be increased by Special Use Permit as set forth in Section 156.C.005, Special Use Permit Standards . 7. Refer to Table 156.C.003-1 for list of uses.									

Figure 156.B.004-1
Housing and Building Type Illustrations

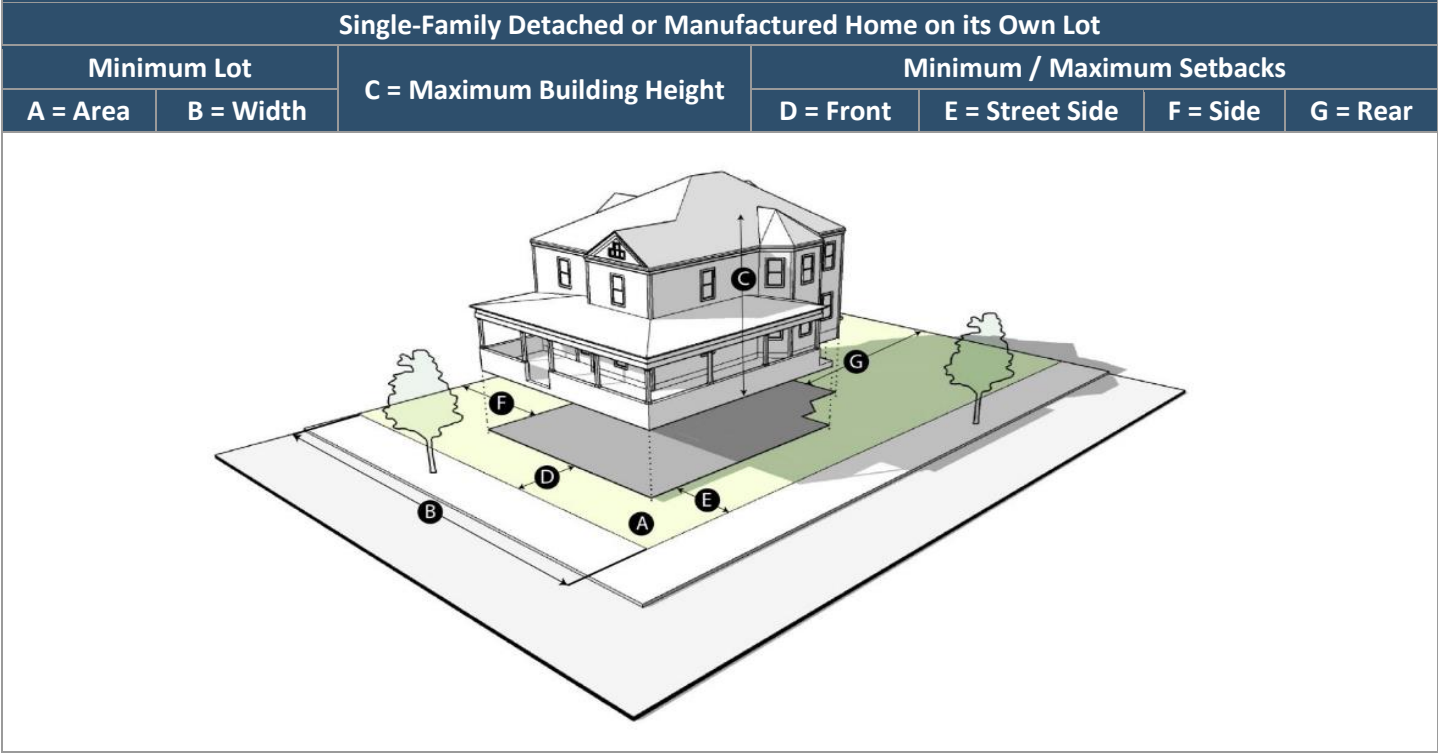
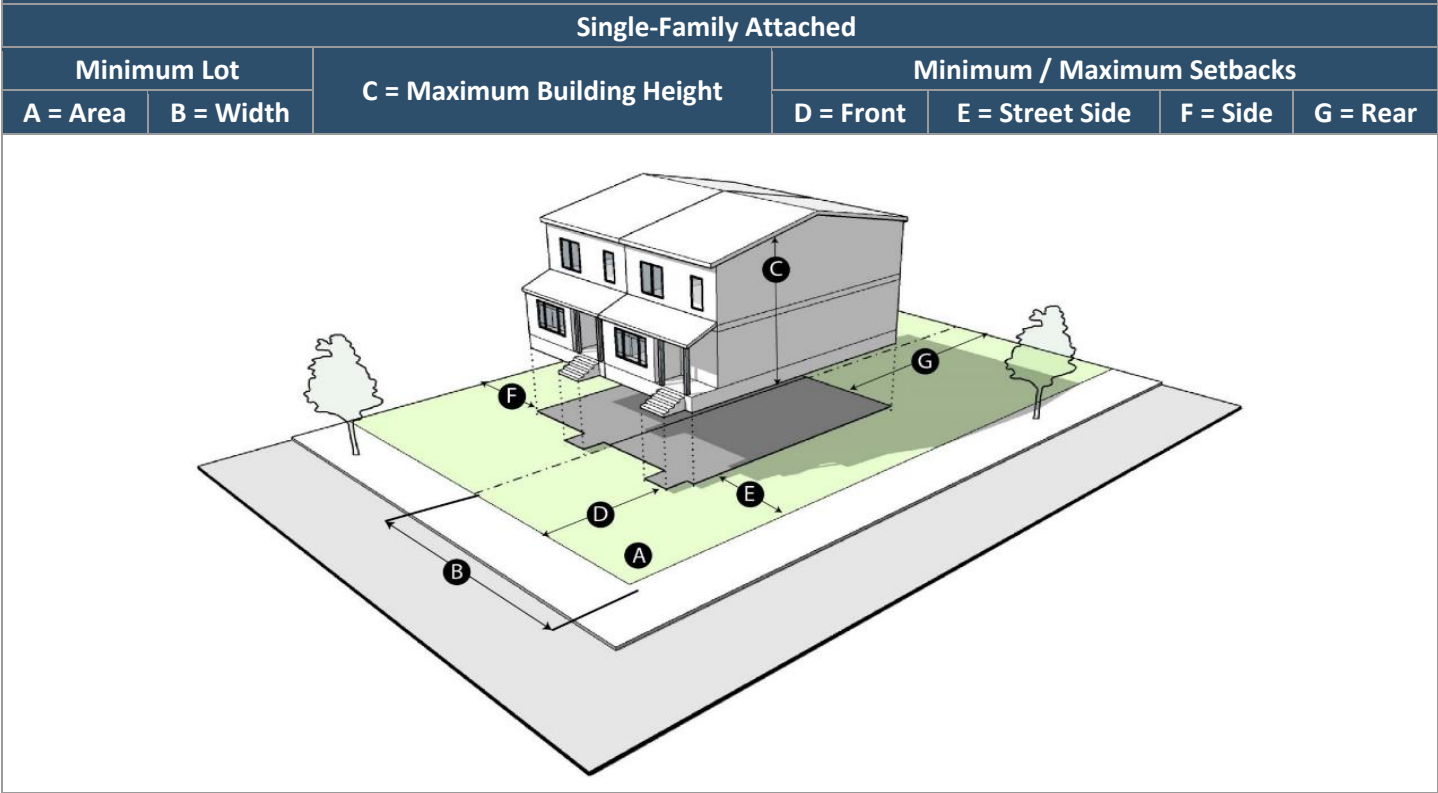


Figure 156.B.004-2
Housing and Building Type Illustrations



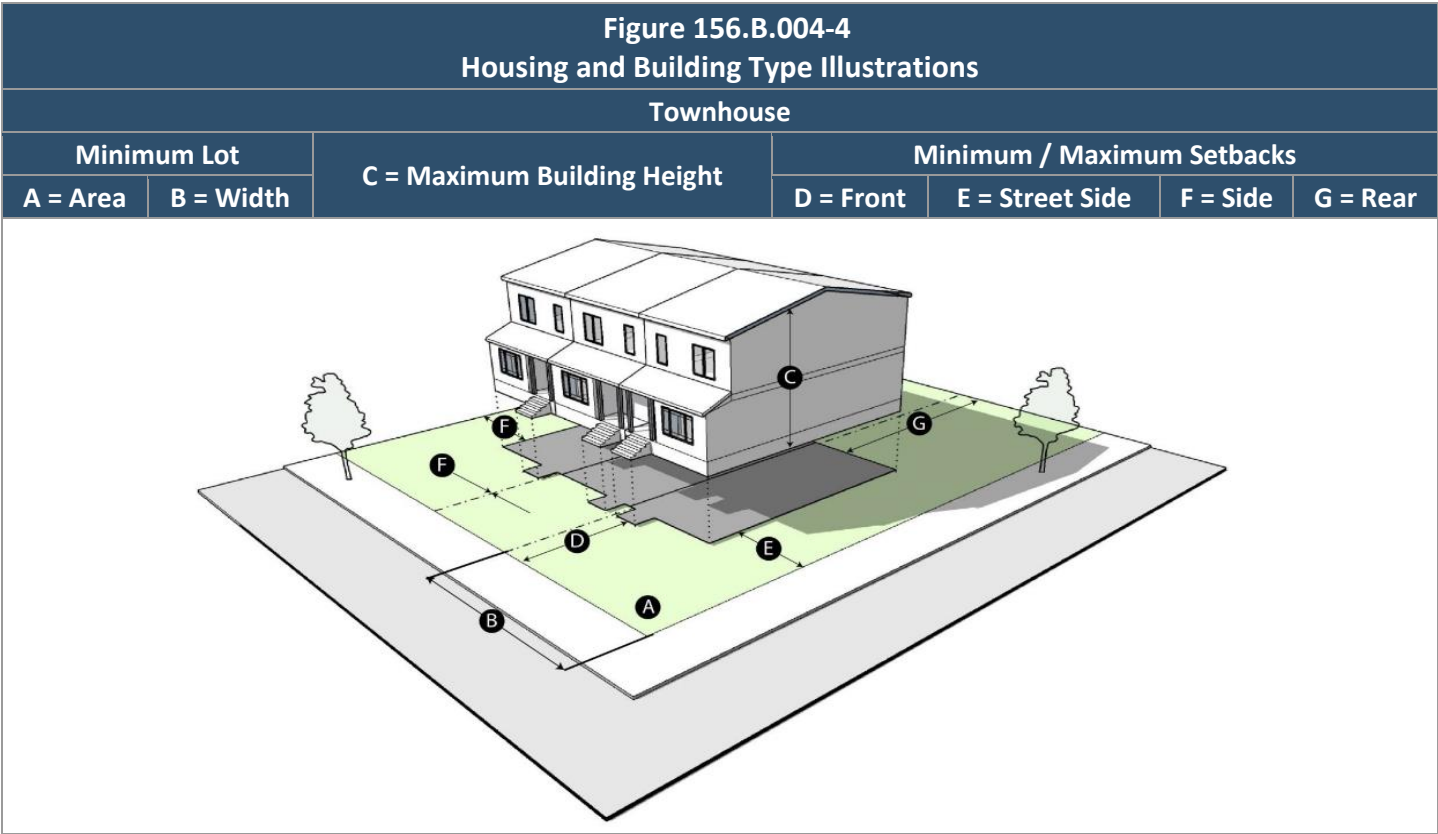
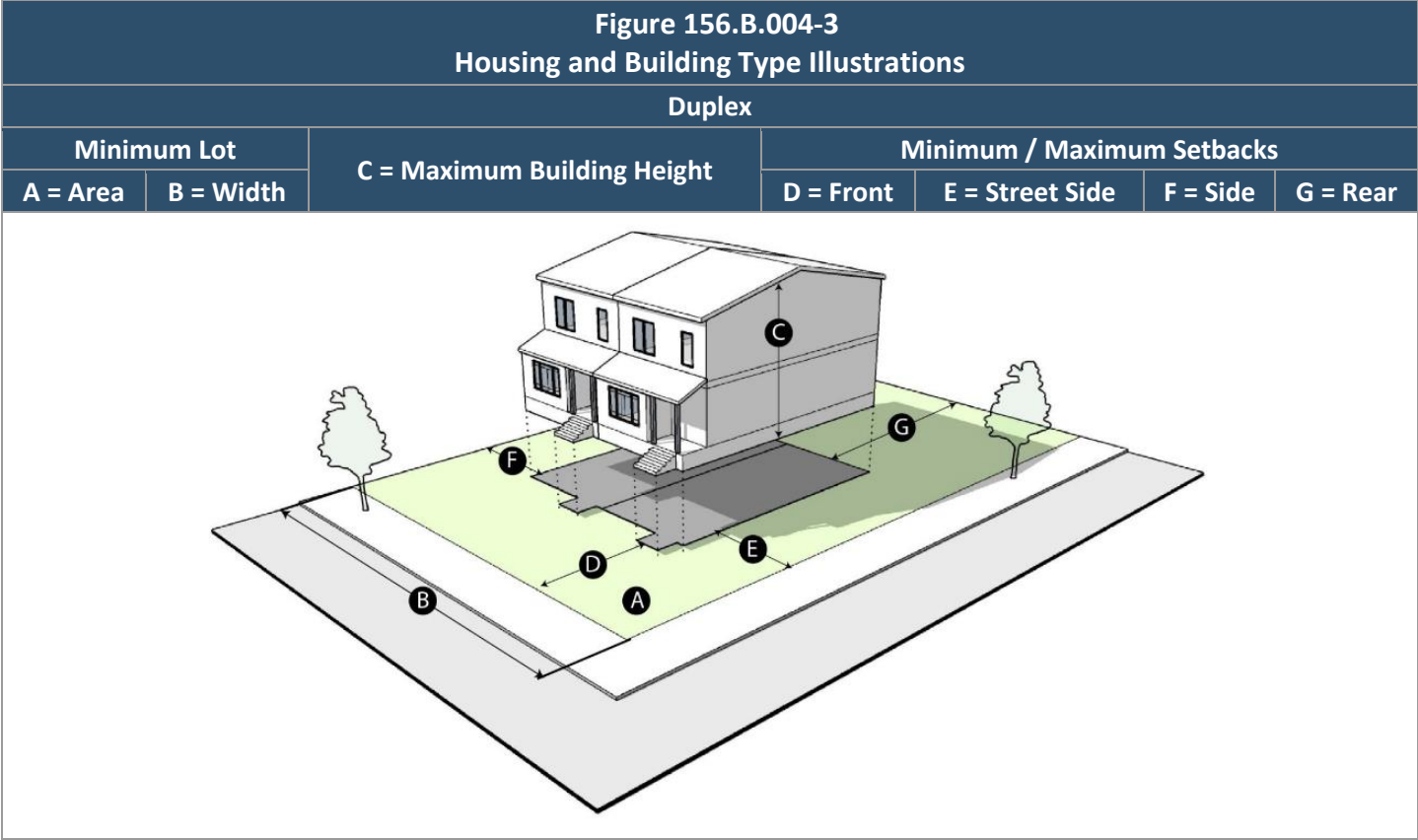


Figure 156.B.004-5
Housing and Building Type Illustrations

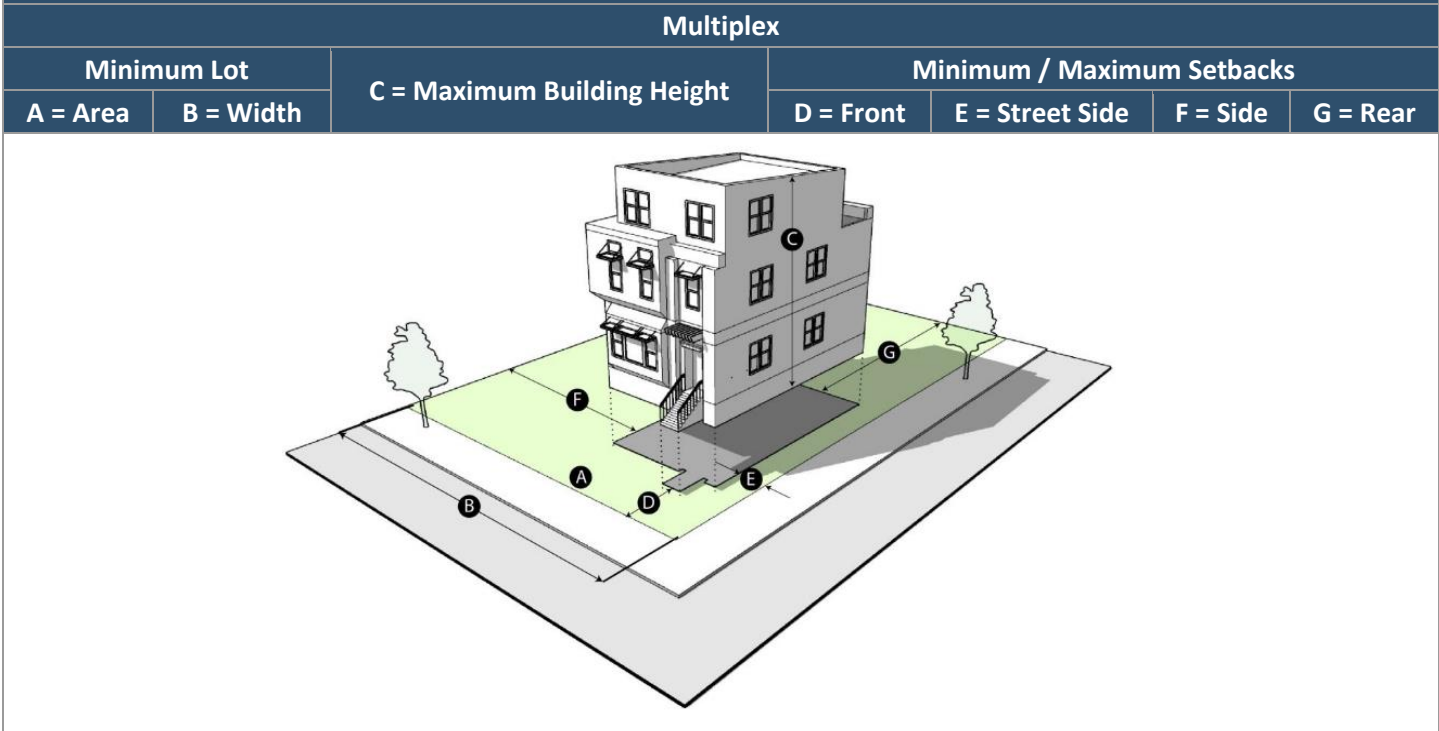


Figure 156.B.004-6
Housing and Building Type Illustrations



Section 156.B.005, Nonresidential and Mixed-Use District Development Standards

- A. **Generally.** Table 156.B.005-1, *Nonresidential and Mixed-Use District Lot and Building Standards*, establishes the dimensional standards for the various housing/building types in the nonresidential and mixed-use zoning districts. Except as provided in Section 156.B.008, *Measurements and Allowances*, and Section 156.B.006, *Development Types*, no lot shall be reduced in size so that its area, width, setback requirements, gross density, or other requirements of Table 156.B.005-1 are not maintained.
- B. **Setbacks Related to Driveways and Garages.** A minimum setback of 20 feet shall apply where a driveway provides access on a residential property from a street, other than an alley. This maintains an adequately sized parking space on the driveway between the structure and the street and helps to avoid encroachment into public sidewalks, despite lower minimum setback standards in Table 156.B.005-1 for the remainder of the building.
- C. **Measurements and Allowances Reference.** Refer to Section 156.B.008, *Measurements and Allowances*, for explanations of, and special provisions related to, the measurements and standards in Table 156.B.005-1.

Table 156.B.005-1
Nonresidential and Mixed-Use District Lot and Building Standards
 (See Figures 156.B.005-1 and -2, below)

Housing/Building Type ¹	Maximum Gross Density (Units / Acre)	Common Civic or Open Space / Landscape Surface Area Ratio ²	Minimum Lot ³		Maximum Building		Minimum/Maximum Setbacks ⁴			
			Area	Width	Height	Frontage Build Out	Front	Side Street	Side ^{5,6}	Rear ⁶
Graphic Legend			A	B	C	D	E	F	G	H
GC - General Commercial										
Permitted Nonresidential Use	NA	15%	NA	NA	50 ft.	N/A	40 ft.	30 ft.	10ft.	10 ft.
Multiplex	21.50	N/A	1,500 s.f.	45 ft.	45 ft.	N/A	30 ft.	30 ft.	10 ft.	10 ft.
Townhouse	18.18	N/A	2,000 s.f.	20 ft.	45 ft.	N/A	30 ft.	30 ft.	5 ft.	10 ft.
Apartment	30.66	15%	1,120 s.f.	60 ft.	50 ft. ⁸	N/A	30 ft.	30 ft.	5 ft.	10 ft.
MU - Mixed-Use										
Single-Family Detached	14.30	N/A	2,500 s.f.	25 ft.	35 ft.	90%	10 ft.	10 ft.	5 ft.	15 ft.
Single-Family Attached	20.77	N/A	1,250 s.f.	25 ft.	35 ft.	90%	10 ft.	10 ft.	5 ft.	15 ft.
Townhouse	21.87	N/A	1,600 s.f.	18 ft.	45 ft.	90%	5 ft.	5 ft.	5 ft.	15 ft.
Multiplex	22.34	N/A	1,250 s.f.	40 ft.	45 ft.	90%	5 ft.	5 ft.	5 ft.	15 ft.
Apartment	30.66	15%	1,120 s.f.	60 ft.	50 ft. ⁷	90%	5 ft.	5 ft.	5 ft.	15 ft.
Mixed-Use Building	45.00	10%	N/A	N/A	75 ft. ⁷	90%	5 ft.	5 ft.	0 ft.	0 ft.
Commercial Building	N/A	15%	N/A	N/A	50 ft. ⁷	90%	5 ft.	5 ft.	0 ft.	0 ft.
Other Permitted Uses	N/A	15%	N/A	N/A	75 ft. ⁷	90 %	5 ft.	5 ft.	5 ft.	0 ft.
UC- Urban Core										

Table 156.B.005-1
Nonresidential and Mixed-Use District Lot and Building Standards
 (See Figures 156.B.005-1 and -2, below)

Housing/Building Type ¹	Maximum Gross Density (Units / Acre)	Common Civic or Open Space / Landscape Surface Area Ratio ²	Minimum Lot ³		Maximum Building		Minimum/Maximum Setbacks ⁴			
			Area	Width	Height	Frontage Build Out	Front	Side Street	Side ^{5,6}	Rear ⁶
Graphic Legend			A	B	C	D	E	F	G	H
Single-Family Attached	N/A/	N/A	1,250 s.f.	25 ft.	35 ft.	90%	0 ft. / 10 ft.	0 ft. / 10 ft.	0 ft.	10 ft.
Duplex	N/A	N/A	2,500 s.f.	25 ft.	35 ft.	90%	0 ft./10 ft.	0 ft. / 10 ft.	0 ft.	10 ft.
Townhouse	N/A	N/A	2,000 s.f.	20 ft.	45 ft.	100%	0 ft. / 10 ft.	0 ft. / 10 ft.	0 ft.	0 ft.
Multiplex	N/A	N/A	1,600 s.f.	40 ft.	45 ft.	100%	0 ft./10 ft.	0 ft./10 ft.	0 ft.	0 ft.
Apartment	N/A	5%	1,600 s.f.	60 ft.	50 ft. ⁷	100%	0 ft. / 10 ft.	0 ft. / 10 ft.	0 ft.	0 ft.
Mixed-Use Building	N/A	5%	N/A	N/A	75 ft. ⁷	100%	0 ft. / 10 ft.	0 ft. / 10 ft.	0 ft.	0 ft.
Commercial Building	N/A	N/A	N/A	N/A	50 ft. ⁷	100%	0 ft. / 15 ft.	0 ft. / 30 ft.	0 ft.	0 ft.
Other Permitted Uses	N/A	5%	N/A	N/A	125 ft.	100%	0 ft. / 10 ft.	0 ft. / 10 ft.	0 ft.	0 ft.
UC-HD - Urban Core Historic District Overlay										
Apartment	21.87	5%	1,600 s.f.	60 ft.	50 ft. ⁷	100%	0 ft./5 ft.	0 ft.	0 ft.	0 ft.
Mixed-Use Building	45.00	5%	N/A	N/A	75 ft. ⁷	100%	0 ft./5 ft.	0 ft.	0 ft.	0 ft.
Commercial Building	N/A	N/A	N/A	N/A	50 ft. ⁷	100%	0 ft./5 ft.	0 ft.	0 ft.	0 ft.
Other Permitted Uses	N/A	5%	N/A	N/A	125 ft.	100%	0 ft./5 ft.	0 ft.	0 ft.	0 ft.
GI - General Industrial										
Permitted Use	N/A	10%	N/A	N/A	75 ft.	N/A	30 ft.	15 ft.	10 ft.	10 ft.

Notes:

1. Refer to Sections [156.C.004](#), *Limited Use Standards*, and [156.C.005](#), *Special Use Permit Standards*, for additional standards that may apply to a given housing type.

Table 156.B.005-1
Nonresidential and Mixed-Use District Lot and Building Standards
(See Figures 156.B.005-1 and -2, below)

Housing/Building Type ¹	Maximum Gross Density (Units / Acre)	Common Civic or Open Space / Landscape Surface Area Ratio ²	Minimum Lot ³		Maximum Building		Minimum/Maximum Setbacks ⁴			
			Area	Width	Height	Frontage Build Out	Front	Side Street	Side ^{5,6}	Rear ⁶
Graphic Legend			A	B	C	D	E	F	G	H

2. Minimum common civic or open space is calculated based on a percentage of the overall subdivision and applies to residential and mixed-use districts. Landscape surface area ratio is calculated based on a percentage of the lot and applies to nonresidential developments.
3. Minimum lot area is calculated on a "per dwelling unit" basis. Minimum lot width is calculated for the entire lot.
4. Where "##/##" is shown, the first number (including zero) is the minimum setback and the second number is the maximum. If only one number is shown, then maximum setback does not apply.
5. Zero feet is the side setback for the shared party wall between townhouse units.
6. For nonresidential uses, applies if adjacent to a residential use or zoning district. 0' for nonresidential uses if adjacent to any other use or zoning district.
7. The maximum number of stories and/or height of an apartment, commercial, or mixed-use buildings may be increased by Special Use Permit as set forth in [Section 156.C.005, Special Use Permit Standards](#).

Figure 156.B.005-1
Housing and Building Type Illustrations

Commercial Building

Minimum Lot		Maximum Building		Minimum / Maximum Setbacks			
A = Area	B = Width	C = Height	D = Frontage Build Out	E = Front	F = Street Side	G = Side	H = Rear

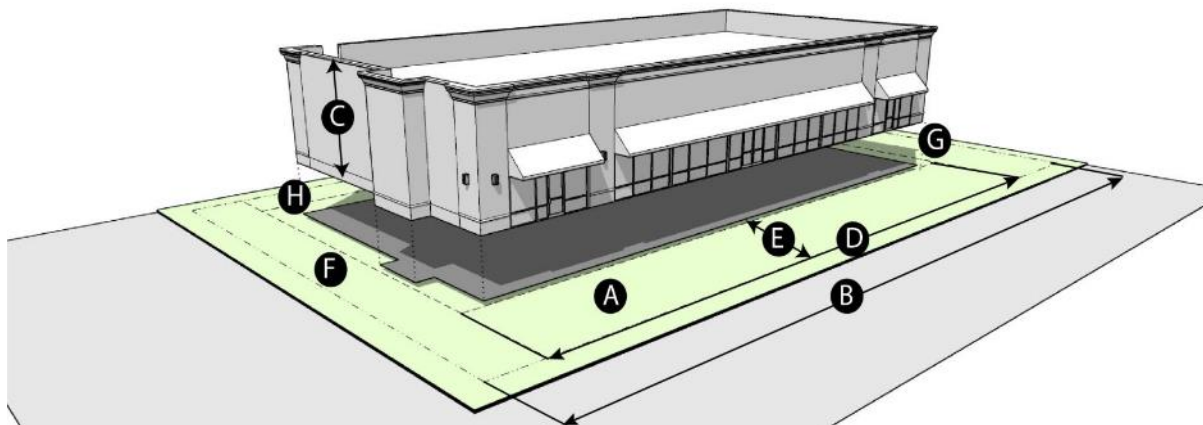
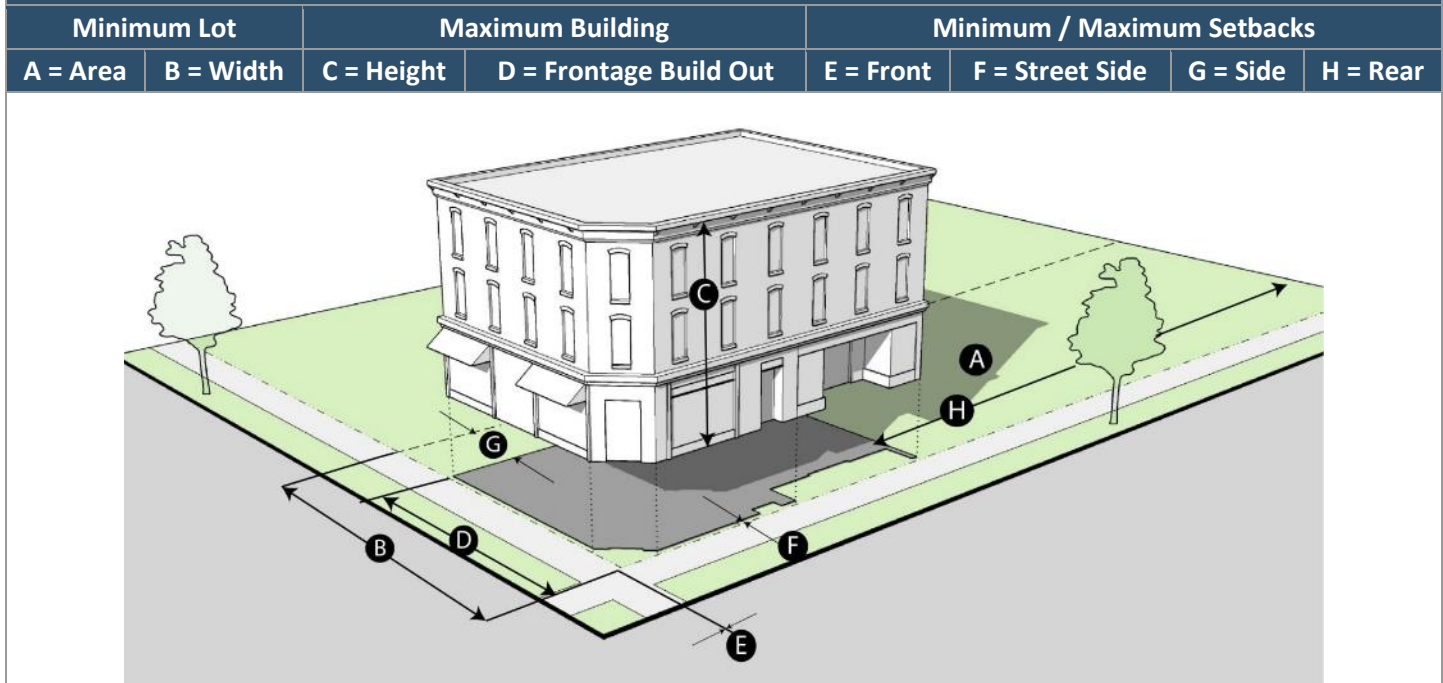


Figure 156.B.005-2
Housing and Building Type Illustrations

Mixed Use Building



Section 156.B.006, Development Types

- A. **Development Types.** New developments that are primarily residential or mixed-use are classified into conventional, cluster, and infill. Development of any development type permitted in the zoning district is at the option of the applicant. Where more than one development type is permitted in a zoning district, no development type is mandatory. Refer to Section 156.B.004, *Residential District Development Standards*, for lot density and dimension standards related to each permitted development and housing type combination.
- B. **Permitted Residential Districts.** Table 156.B.006-1, *Permitted Development Types by Residential District*, establishes the development types that are permitted in each residential zoning district.

Table 156.B.006-1
Permitted Development Types by Residential District

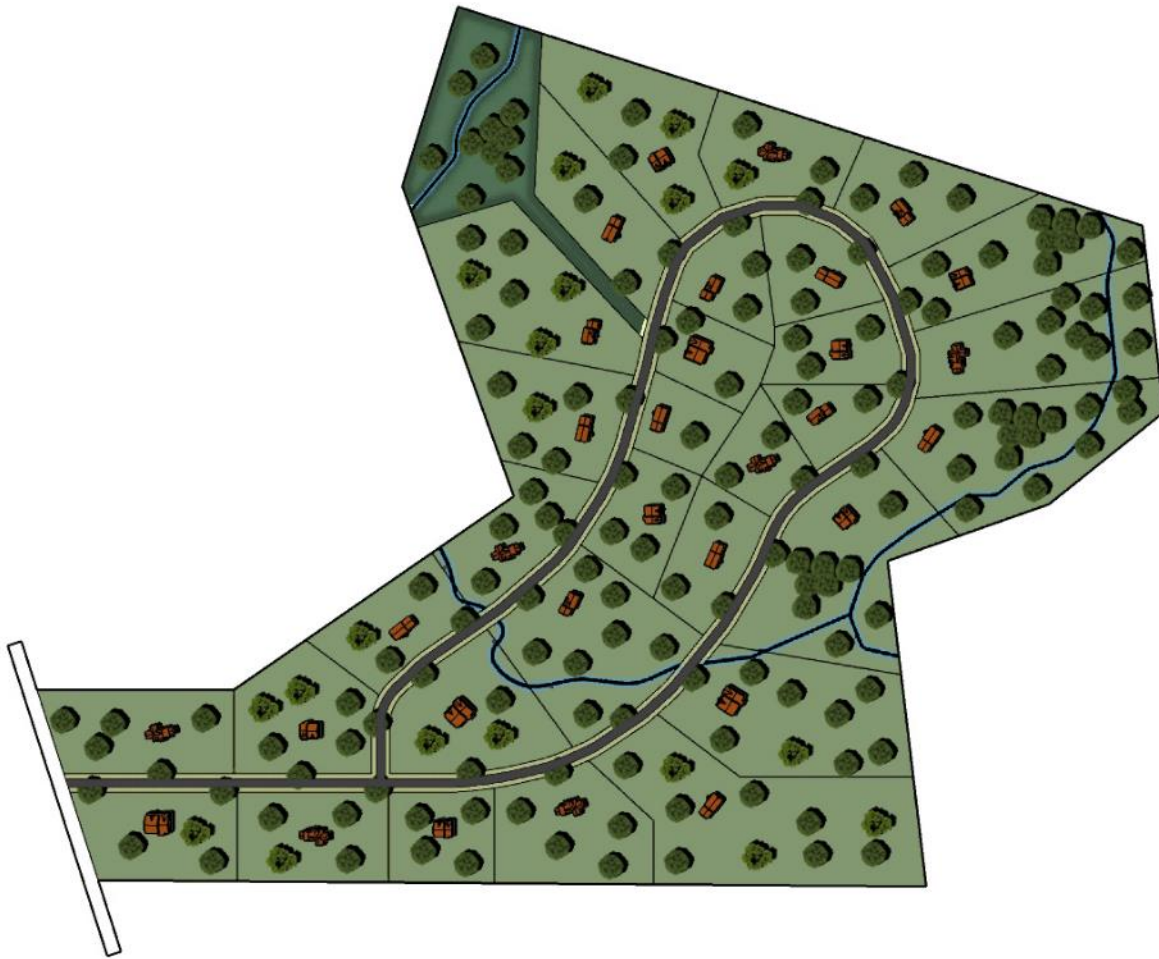
Development Types	AG	RR	RL	RM	RH
	"P" = Permitted "--" = Not Permitted				
Conventional	P	P	P	P	P
Cluster	--	--	P	--	--
Infill	--	--	--	P	P
Tiny House or Cottage Court	--	--	--	P	--

- C. **Applicability.** This Section established standards that are specific or unique to the various permitted development types.
- D. **Development Types.**
1. *Conventional.*
 - a. *Description.* The conventional development type, as depicted in Figure 156.B.006-1, is a pattern that allows primarily residential uses and that provides the majority of residential property owners with private open

space on their own property. A conventional development type consists of varying housing types depending on the zoning district and minimum lot size is a primary factor in the character built environment of the development.

- b. *Standards.* All the requirements of this Article shall apply to conventional development types unless otherwise specified.

Figure 156.B.006-1
Conventional Development Type



2. *Cluster.*

- a. *Description.* A cluster development type, as depicted in Figure 156.B.006-2, consists of smaller lots than conventional development that are clustered together in order to provide for common civic and open spaces. The common open space may be set-aside for resource features such as private parks, recreation areas, woodlands, creeks, streams, and their riparian areas, floodplains, and similar features. Cluster development may be used to preserve environmental resources by clustering lots on the buildable portions of the property.
- b. *Housing Types.* At least two permitted housing types as listed in Table 156.C.003-1, *Use Table*, shall be provided and no one lot size/configuration dwelling type may exceed a total of 70 percent of all the residential units in the development.
- c. *Minimum Site Area.* The minimum site area required for a cluster development is 5 acres.
- d. *Common Civic and Open Space Requirements.*

- i. Regardless of whether common open space is on privately or publicly owned property, the space shall be open to the public at the same hours as a comparable City park.
- ii. A minimum of 75 percent of the required civic and open space shall consist of the natural area open space type per [Section 156.B.006, Civic and Open Space Types](#). Open space shall be integrated into the development design so as to bring access to significant open space to the maximum number of properties; provided, however, that physical access may be limited if such limitation would materially enhance natural resource management.
- iii. Land area within the cluster development dedicated to permitted Public and Institutional, Office, and Retail, Sales, and Service use categories shall not exceed 10 percent of the total land area of the development. In addition, such uses may be counted toward 10 percent of the common open space requirement established in [Section 156.B.004, Residential District Development Standards](#). For example, a 20-acre cluster development with single-family attached and detached dwellings requires three acres (15% of the development) of civic and common open space. The development may have up to two acres of nonresidential uses and 13,068 square feet of the nonresidential development counts toward the civic and open space requirement.
- e. *Minimum Lot Area Adjacent to Other Development.* Where adjacent to existing conventional single-family development, cluster development lots on the perimeter shall be:
 - i. Equal to or greater than the lot area and width of the adjacent lots;
 - ii. Separated from adjacent lots by a Type A bufferyard; or
 - iii. The dwelling units on the perimeter cluster lots shall be set back from the boundary of the cluster development a minimum of the following distances based on the number of cluster lots being developed:
 - (A) One to 10 lots: 30 feet;
 - (B) 11 to 30 lots: 40 feet; and
 - (C) 31 or more lots: 50 feet.
- f. *Distance from Residential Lots.* All required common open space types shall be located a minimum of 1,200 feet from any residential lot within the cluster development, measured along a sidewalk or trail from the nearest property line of the lot to the nearest property line of the open space.
- g. *Buffering Requirements.* A bufferyard along the perimeter of the cluster development may count toward the required common open space. However, no more than 25% of the total required open space may be within the perimeter buffer yard.
- h. *Shoulders and Drainage Swales.* Improved shoulders and drainage swales, designed in accordance with design standards approved by the City Engineer, may be utilized rather than curbs.

Figure 156.B.006-2
Cluster Development Type



3. *Infill.*

- a. *Description.* An infill development type, as depicted in Figure 156.B.006-3, consists of smaller lots and greater densities than conventional or cluster developments that make efficient use of land and infrastructure on vacant or underutilized lots in already developed areas.

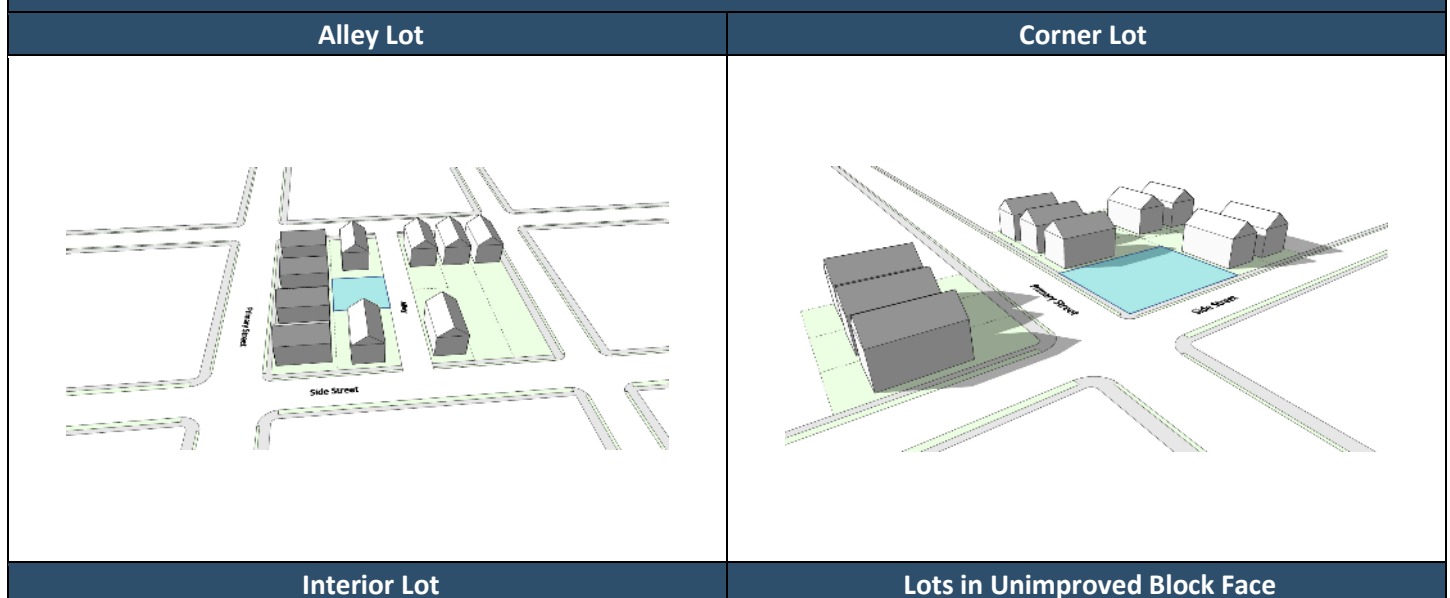
Figure 156.B.006-3
Infill Development Type

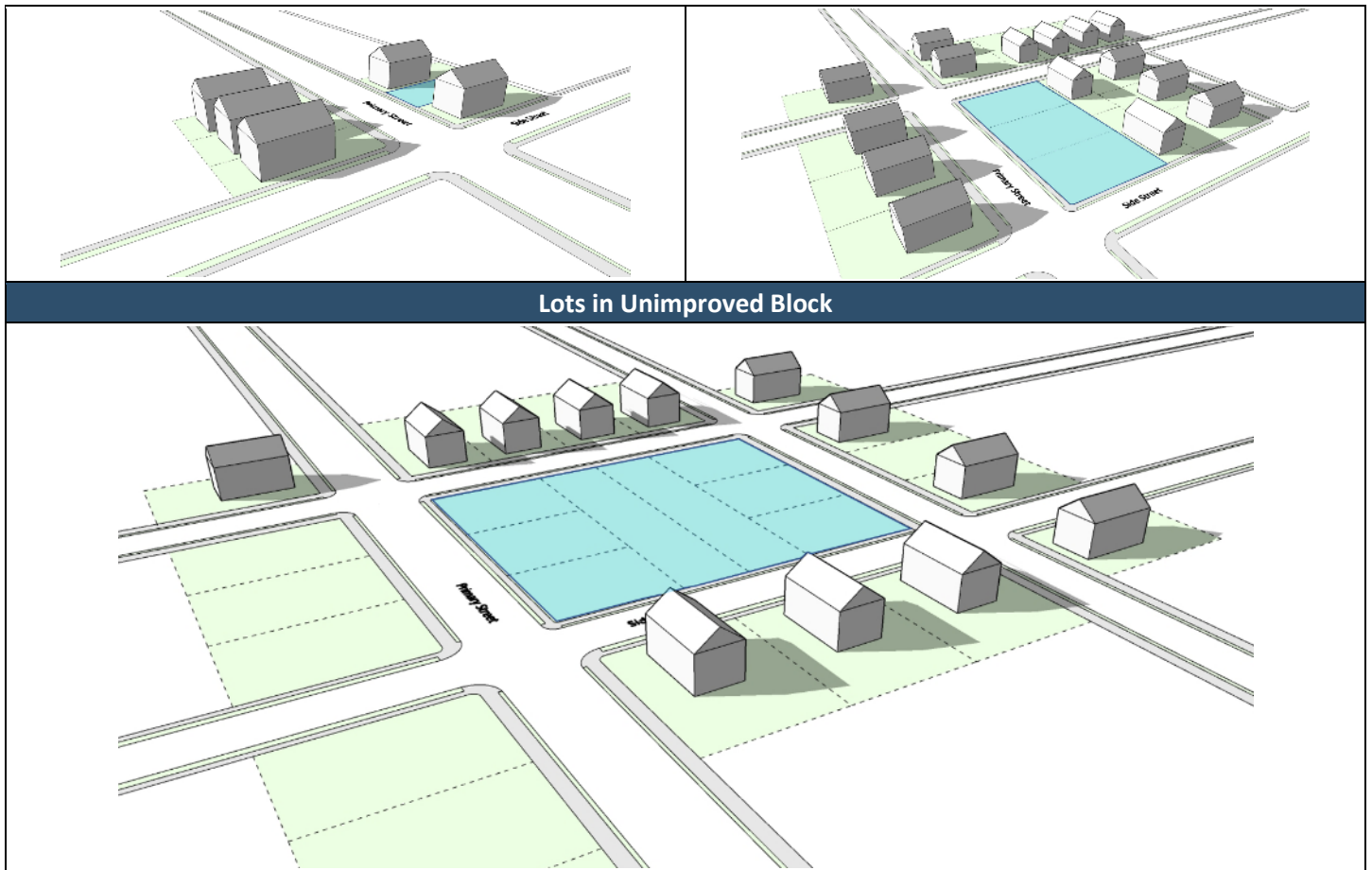


- b. *Eligibility for Infill.* An infill development type may be located on any parcel:
- Vacant or Unoccupied.* That is surrounded by existing developed properties and has been vacant or unoccupied for more than one year;
 - Utility Easements.* Where adjacent properties abutting at least 50 percent of the non-street perimeter of the subject property are utility easements that create a substantial break in development or redevelopment potential;
 - Environmental Constraints.* Where adjacent properties abutting at least 50 percent of the non-street perimeter of the subject property are encumbered by environmentally sensitive or constrained areas such as floodplains; or
 - Existing Development.* Where adjacent properties abutting at least 50 percent of the non-street perimeter of the subject property are developed with single-family dwellings of higher density or intensity uses.
- c. *Appearance.* Infill development shall be constructed to be generally compatible in appearance with other existing structures in the context, as established in Paragraph e, *Context*, below, that comply with this Ordinance.
- d. *Alternative Standards.* In place of the standards in [Section 156.B.004, Residential District Development Standards](#), and other standards of this Ordinance, the applicant may utilize the following alternative standards.
- e. *Lot Area and Width.* The minimum lot area may be that of the smallest lot in the context of the development, as defined in Paragraph e, *Context*, below. The minimum lot width may be that of the narrowest lot in the context of the development. Refer to [Chapter 157, Land Subdivision Regulations](#), for requirements related to replatting existing lots.
- f. *Maximum Building Height.* The maximum building height may be that of the tallest building in the context, plus 15 percent of the height.
- g. *Minimum / Maximum Setbacks.*
- The minimum front or street side setback may be that of 80 percent of the average front or street side setbacks in the context of the development.
 - The maximum front and street side setback, where applicable, may be that of the average of the front and street side setbacks of the context of the development, plus 10 percent.

- iii. The minimum side and rear setbacks may be that of 80 percent of the average side or rear setbacks in the context of the development.
- h. *Buffering*. Except as required for specific uses in [Article C, Use Standards](#), where a buffer is required along a street or parking area, or between zoning districts, the buffer width and planting materials per 100 feet may be reduced by 50%.
- i. *Parking*. The development may take advantage of the parking credits and reductions in [Section 156.E.006, Parking Credits and Reductions](#).
- j. *Context*. This Subsection identifies various contexts that inform the allowances provided in Subsection d., *Alternative Standards*, above, and as depicted in Figure 156.B.006-4, *Context Illustrations*.
 - iv. *Alley Lot*. If the infill site is an alley lot (shown in blue), then the context consists of other adjacent alley lots and the surrounding lots within the block that includes the infill site (shown in green).
 - v. *Corner Lot*. If the infill site is a corner lot, then the context consists of both block faces that include the infill site and the lots directly across the street from the infill site.
 - vi. *Interior Lot*. If the infill site is an interior lot, then the context consists of the block face that includes the infill site and the lots directly across the street from the infill site.
 - vii. *Lots in Unimproved Block Face*. If the infill site is within a block face that does not include other lots improved with buildings, then the context consists of the opposing block faces (being immediately opposite the same street as the project site) and the remaining lots on the block of the infill site.
 - viii. *Lots in Unimproved Block*. If the infill site is within a block that does not include other lots improved with buildings, and the block face opposite the given project site does not include other lots improved with buildings, then the context consists of the block faces surrounding the block that includes the infill site.

**Figure 156.B.006-4
Context Illustrations**





Lots in Unimproved Block

4. Tiny House Neighborhood or Cottage Court.

- a. *Description.* A tiny house neighborhood or cottage court development type, as depicted in Figure 156.B.006-5, broadens the diversity of housing options available in the community to provide accessible, adequate, and affordable housing. This development type contains single-family detached housing units typically arranged in a cluster of four to 12 dwelling units around a common open space, and may include a common building as an amenity (e.g., a common kitchen or meeting area) and accessory building. Vehicular access may be provided by a shared parking lot.
- b. *Building Requirements.*
 - i. *Tiny House.*
 - (A) *General Standards.* Tiny houses shall comply with the building requirements established in Appendix Q of the ICC International Residential Code, as updated.
 - (B) *Maximum Floor Area.* Tiny houses shall include a total maximum floor area of 400 square feet, excluding any loft space.
 - (C) *Permanent Foundations.* Tiny Houses that are part of a tiny house neighborhood shall be constructed on a permanent foundation. Tiny Houses on wheels or other non-permanent foundations are regulated as Recreational Vehicles and are prohibited from being part of a tiny house neighborhood.
 - (D) *Prefabricated Tiny Houses.* A Prefabricated tiny house is required to be skirted.
 - (E) *Tiny Houses on Wheels.* Tiny Houses on Wheels sited as a component of a tiny house neighborhood that built upon a mobile chassis where the suspension/axle components remain are considered semi-permanent and the chassis shall be attached on an approved foundation system.

- ii. *Cottage Court.*
 - (A) *Maximum Floor Area.* Cottage court units shall include a total maximum floor area of 1,200 square feet.
- c. *Minimum Site Area.* The minimum site area for the development of a tiny house neighborhood or cottage court development type shall be one-half acre. The maximum site area shall be no greater than five acres.
- d. *Common Areas.* The following shall apply to both tiny house neighborhood and cottage court development types:
 - i. Common open space shall be a minimum of 30 percent of the overall site and shall include a central green, lawn or garden area, playground, or plaza as a central focal point of all dwellings.
 - ii. Common improvements of common area shall include pedestrian walkways connecting each dwelling unit to a community-wide sidewalk network, shared parking areas or garages, and a Type A bufferyard around the perimeter of the site that preserves existing vegetation and incorporates landscape materials, earthen berm, or a wall or fence to provide a visual buffer from adjacent development. See Section [156.F.004](#), *Buffering*.
 - iii. If a common building is permitted as accessory to a tiny house neighborhood and may serve all residents. Its gross floor area shall be no greater than 10 percent of the site area. A common building may include a kitchen and meeting and/or indoor recreation facilities (but no bedrooms).
- e. *Bufferyard Requirements.* Where located adjacent to a separate property in an AG, RR, RL, or mixed use district, a Type B bufferyard in accordance with Section [156.F.004](#), *Buffering*, shall be planted around the outer perimeter of the community.
- f. *Required Vehicular Access to Tiny House Neighborhood or Cottage Court Development Types.* A tiny house neighborhood or cottage court development types require direct access from a local, minor, or collector street type.
- g. *Garages.* The following garage structure requirements shall apply to both tiny house neighborhood and cottage court development types:
 - i. If provided, detached garages serving more than one dwelling unit shall be accessed via a private drive or alley.
 - ii. Garage doors are prohibited from facing public streets rights-of-way unless screened by a Type B bufferyard.
 - iii. A garage shall not exceed four car bays.
 - iv. Garage buildings shall be consistent in architecture, materials, and color to the principal dwellings.

Figure 156.B.006-5,
Tiny House Neighborhood or Cottage Court Development Type



Section 156.B.007 Civic and Open Space Types

- A. **Generally.** In order to ensure that a variety of functional, well-designed civic and open spaces are distributed throughout the City, cluster developments shall have a civic and open space component as required in [Section 156.B.004, Residential District Development Standards](#), and [Section 156.B.005, Nonresidential and Mixed-Use District Development Standards](#).
- B. **Function.** Open space may be integrated into the on-site stormwater management system to maximize the usable portion of a property. Low-impact development improvements may be used and count toward the open space requirements of the development. Such improvements include, but are not limited to, bioretention, enhanced detention, and infiltration basins, such as inverted vegetated islands within parking lots, rain gardens, reduced impervious areas, vegetated swales, rain barrels and cisterns, and pervious pavements.
- C. **Location.** Civic and open space shall be readily accessible to and visible from the street and connected to a public sidewalk.
- D. **Perimeter Access.** A minimum of 25 percent of the perimeter of required open space shall abut a street.
- E. **Accessibility.** The civic and open space shall be designed in accordance with the Americans with Disabilities Act requirements.
- F. **Availability.** If the open space permits general public access, the space shall include signage posting the hours available for public usage. The signage shall not count against total signage permitted as set forth in [Article G, Signs](#).
- G. **Exclusions.** The following areas shall not be counted as open space:
1. *Yards.* Private yards on individual lots;
 2. *Driveways and Landscaping.* Driveways, parking areas, and required landscape islands;
 3. *Stormwater Management.* Stormwater management areas that do not count as stormwater best management practices according to the requirements of [Statewide Urban Design and Specifications \(SUDAS\)](#) requirements and the water quality management provisions of [Iowa Stormwater Management Manual, Chapter 2](#).
 4. *Structures.* Land covered by structures not designated for active or passive recreational uses; and
 5. *Outdoor Display and Storage.* Designated outdoor display and storage areas, as permitted.
- H. **Open Space Categories.** Permitted public civic and open spaces include any open space in [Table 156.B.007-1, Public Civic and Open Space Standards](#). Permitted private open space includes such amenities as forecourts, courtyards, or other amenities acceptable to the Zoning Administrator.

Table 156.B.007-1
Public Civic and Open Space Standards

Type	Standard
Plaza 	General Character - Formal open space - Defined seating areas - Balance of hardscape and plantings - Spatially defined by building entries Location and Size - Minimum area: 900 square feet - Maximum area: 22,000 square feet - Minimum width: 30 feet - Minimum pervious cover: 25 percent - Permitted zoning districts: MU, UC, GC, PI
Pocket Park 	General Character - Formal open space - Spatially defined by buildings or streets - Open shelters, paths, lawns, and trees - Walkways and plantings at all edges - Abundant seating opportunities Location and Size - Minimum area 2,500 square feet - Maximum area: 10,000 square feet - Minimum width: 60 feet - Minimum pervious cover: 60 percent - Permitted zoning districts: MU, UC, GC
Common Green 	General Character - Small semi-urban open space responding to specific user groups and space available - Range of character can be for intense use or aesthetic enjoyment Location and Size - Minimum area 5,000 square feet - Maximum area: 2 acres - Minimum pervious cover: 75%; the remainder may consist of amenities, crushed stone, pavers, or other materials and features acceptable to the Zoning Administrator - Within a ¼ mile of all residences - Permitted zoning districts: MU, UC, GC, PI

Table 156.B.007-1
Public Civic and Open Space Standards

Type	Standard
Promenade 	General Character - Linear shaded public open space - Allow for social and commercial activity to spill into the public realm - Consist of a hardscape pathway with permeable and/or impermeable pavers and surfaces, and activated by building entries that face onto it - Landscaped, and activated with seating areas, patios, sidewalks, fountains, and similar amenities Location and Size - Minimum width: 16 feet - Maximum width: 30 feet - Minimum pedestrian passage width: 8 feet - Minimum pervious cover: 20 percent - Located to provide inter-block connections from one street to another - Permitted zoning districts: MU, UC, GC
Rooftop Garden 	General Character - Vegetated space on top of a flat or gently-sloped roof - Space is usable by the general public, residents, employees, or customers Location and Size - Roof load: A registered professional engineer shall certify that the roof can support any proposed new loads and whether any additional steps are required to keep new roof components in place when subjected to a wind speed of more than 90 mph. - Roof edge protection: To avoid loose material from falling, a perimeter opaque barrier shall be established on the perimeter of the garden with a minimum height of 42 inches. - Permitted zoning districts: MU, UC, GC
Parklet 	General Character - Sidewalk extension that provides seating, plantings, and other amenities. - Typically installed in parallel, on-street parking spaces - Extend out from the sidewalk at the level of the sidewalk to the width of the parking space(s) Location and Size - Minimum area: 180 square feet - Maximum area: 360 square feet - Minimum planted area: 25 percent - Encroachment: Temporary or permanent right of Way Permit required

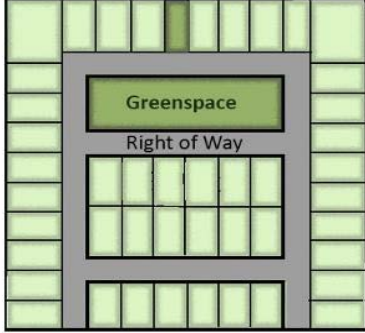
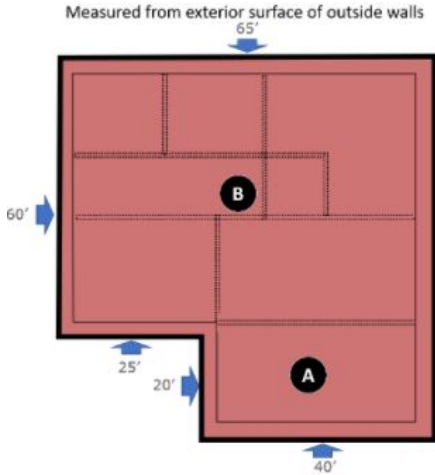
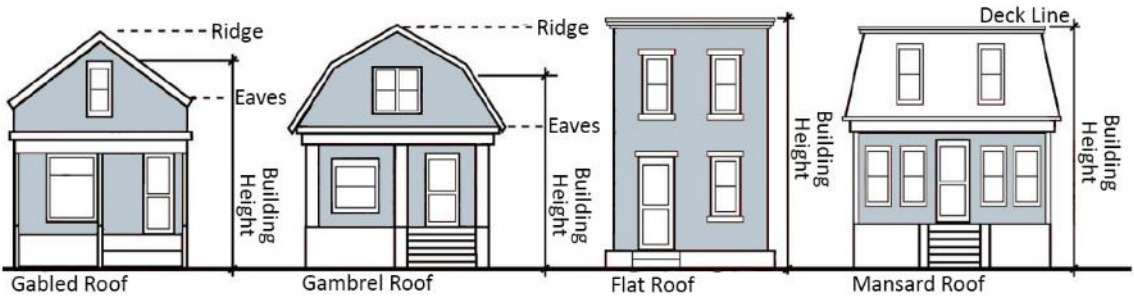
Table 156.B.007-1
Public Civic and Open Space Standards

Type	Standard
	- Protection: A perimeter barrier shall be established with a minimum height of 36 inches and a maximum height of 42 inches. - Permitted zoning districts: MU, UC
Civic Space 	General Character - Consists of permitted uses for the district in the Government Facilities, Office, and Retail Repair, Sales, and Service use categories - Serves as a focal point in the development. - In a cluster development may only consist of 10 percent of the site area and may only count toward a maximum of 10 percent of required open space Location and Size - Minimum area: Minimum lot size for the district - Maximum area: 7,500 square feet - Minimum landscaped area: 25 percent - Permitted zoning districts: RL, MU, UC, GC, PI
Natural Area 	General Character - Informal natural space and/or green infrastructure for stormwater treatment purposes - Spatially defined by natural features - Paths, meadows, and wooded areas are designed to reflect the natural and cultural heritage of the site - Potential to interconnect with other natural areas Location and Size - Minimum area: 1 acre - Minimum width: 25 feet at its narrowest point - Located in areas of sensitive environmental resources, including but not limited to woodlands, waterways and riparian buffers, steep slopes, and floodplains - Permitted zoning districts: RL (Must comprise 75% of open space in a cluster development), RM

Section 156.B.008, Measurements and Allowances

Subsection 156.B.008.a Measurements

Table 156.B.008.a-1, *Measurements*, below, provides the method of measurement for the developmental standards in this Ordinance.

Table 156.B.008.a-1 Measurements		
Measurement	Methodology	Illustration
Gross Density	The number of dwelling units divided by gross acres. With gross acres being the site area minus the area of open space.	 Gross Density 12 acres of land including 2 acres of open space and right-of-way 45 Units/10 Gross Acres = 4.5 Units per Acre
Gross Floor Area	The total area of all the floors of a building, including intermediately floored tiers, mezzanines, etc., as measured from the exterior surfaces of the outside walls of the building.	 Measured from exterior surface of outside walls A: 40' x 20' = 800 sq. ft. B: 60' x 65' = 3,900 sq. ft. A + B = 4,700 sq. ft. Gross Floor Area = 4,700 sq. ft.
Height	Buildings: The vertical distance from the grade level of that portion of a parcel covered by the building to the highest point of the coping of a flat roof, or the deck line of a mansard roof, or to the average height between eaves and the ridge of a gable, hip or gambrel roof.	
	 Diagram illustrating height measurement for different roof types: Gabled Roof: Height measured from the ground to the Ridge. Gambrel Roof: Height measured from the ground to the average height between the Eaves and the Ridge. Flat Roof: Height measured from the ground to the top of the roof. Mansard Roof: Height measured from the ground to the Deck Line.	

**Table 156.B.008.a-1
Measurements**

Measurement	Methodology	Illustration
	Walls or Fences: The height of a wall or fence is measured from the lowest grade level within three feet of either side of the wall or fence to the top of the wall or fence.	
Lot Area	The total horizontal area included within property lines.	
Lot Width	The horizontal distance between the side property lines, measured at the minimum front setback line.	
Lot Types	Alley Lot. A lot abutting an alley right-of-way and that does not abut any other street at any point. Corner Lot. A lot abutting two streets at their intersection. Through or Double-Frontage Lot. An interior lot that fronts on two streets that do not intersect at the boundaries of such a lot. The required front yard setback shall be provided on both street frontages. Interior Lot. A lot whose side lot lines abut alley rights-of-way or other lots instead of non-alley public or private rights-of-way.	

**Table 156.B.008.a-1
Measurements**

Measurement	Methodology	Illustration
	Triple- / Multi-frontage Lot. A lot abutting more than two non-alley street rights-of-way.	
Setback, Required	The horizontal distance of a required open space at grade between the outer wall of a building or structure and the adjoining property lines, unoccupied and unobstructed by any portion of a structure from the ground upward. The front and rear setback lines span the entire width or length of the property. The side and side street setback lines extend from the required front setback line to the required rear setback line. Setbacks are defined in TABLE 156.B.004-1 and TABLE 156.B.005-1.	

**Table 156.B.008.a-1
Measurements**

Measurement	Methodology	Illustration
Visibility Triangle	A triangular area that includes that portion of public right-of-way and any private property within a triangle formed by a diagonal line extending through points on the two property lines 20 feet from the street corner intersection of the property lines. The vertical dimensions of this triangle are two feet to six and one-half feet above finished grade.	The top diagram illustrates the visibility triangle at a street corner. A diagonal line extends from the intersection of the property lines, forming a triangle. The dimensions A and B are marked as 20 feet. The bottom diagram illustrates the vertical dimensions of the visibility triangle. A tree is shown in a street corner. The dimensions A and B are marked as 6' 6" and 2' respectively.

**Table 156.B.008.a-1
Measurements**

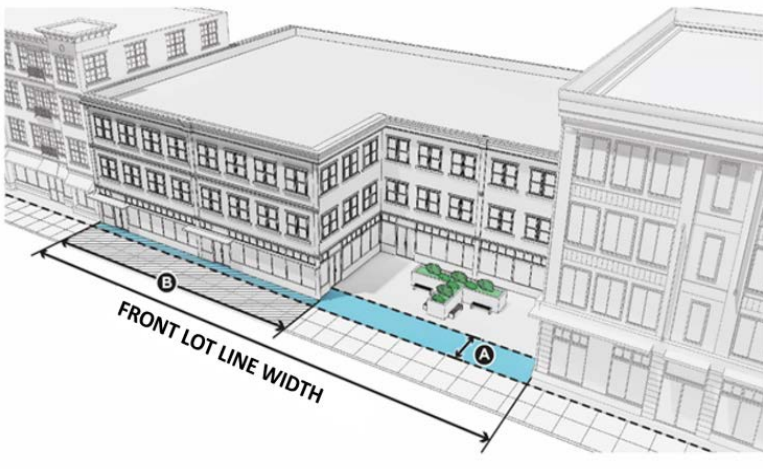
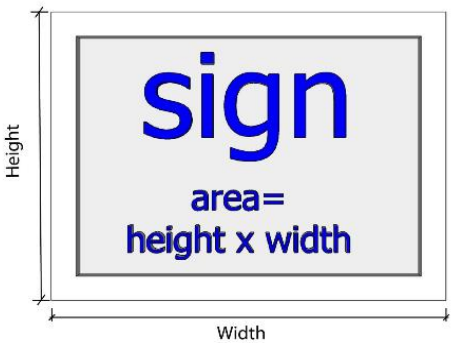
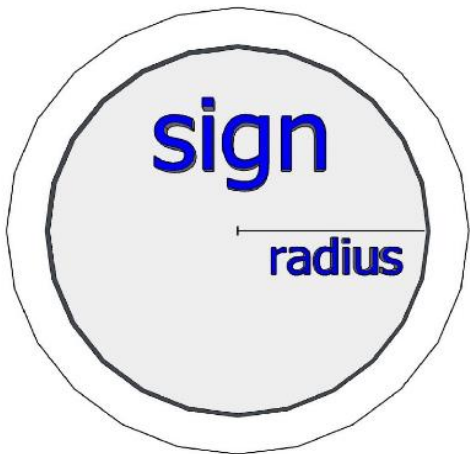
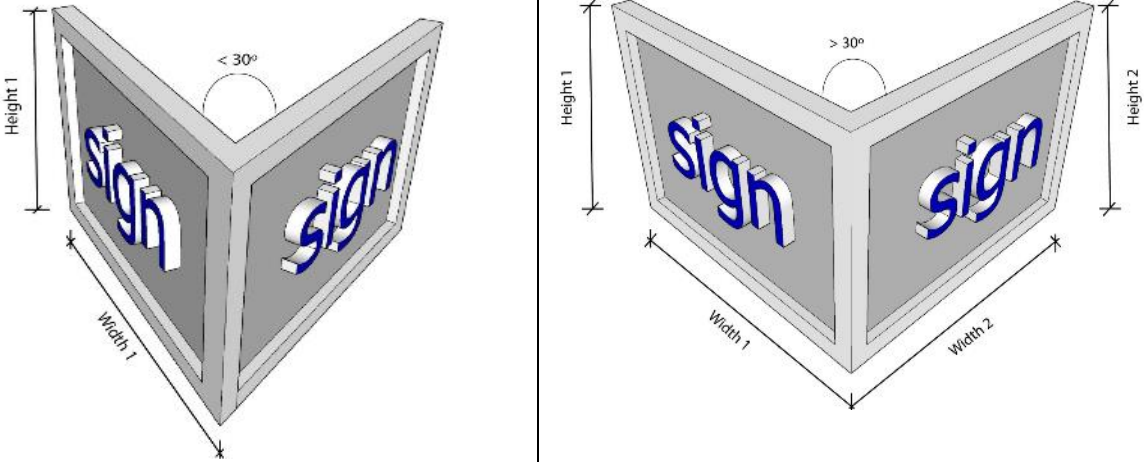
Measurement	Methodology	Illustration
Frontage Buildout	The minimum percentage of the lot width that must be occupied by building façade (B) within the minimum and maximum setback (A). For example, a property which is 100 feet wide with a Frontage Buildout of 60% would require that at least 60 feet of façade length be maintained within the minimum and maximum setback. Any additional length of front façade would be allowed to step back further from the setback range, if desired. The intent of this requirement is to encourage development to maximize its front façade exposure along the Street.	 A Area between the minimum and maximum front street setback B Building width between minimum and maximum setback
Sign Area	Frame or Cabinet Signs: Where a sign is enclosed in a frame or cabinet, the area of the entire surface of the sign face within a single continuous perimeter enclosing the extreme limits of the sign and not passing through or between any adjacent elements of the sign. That perimeter does not include any structural or framing elements lying outside the limits of the sign face unless such elements consist of a corporate logo that is part of the face, frame, or cabinet of the sign.	 Height Width area= height x width  sign radius Area: 3.14 x radius²

Table 156.B.008.a-1
Measurements

Measurement	Methodology	Illustration
	Channel Letters: Where a sign consists of individual letters, words or symbols attached to a surface, the area of the smallest rectangle that completely encompasses all such letters, words or symbols and any accompanying background of a color different than the color of the wall or sign face.	
	Multi-Sided Signs: For projecting or double-faced signs, only one display face is measured in computing sign area when the sign faces are parallel, or where the interior angle formed by the faces is 30 degrees or less, provided that the signs are mounted on the same structure. If the sign faces are not parallel or within 30 degrees of parallel, each sign face is counted as a separate sign. If the two faces of a double-faced sign are of unequal area, the area of the sign shall be taken as the area of the larger face.	

**Table 156.B.008.a-1
Measurements**

Measurement	Methodology	Illustration
Sign Height	The distance from the topmost point of the sign to the lowest grade level adjacent to the sign (A). The base and sign supports are included as part of the sign height.	
Sign Setback	The distance from a property line (C) to the nearest part of the sign (B).	

Subsection 156.B.008.b Allowances

- A. **Generally.** The provisions of this Section set forth any special cases that warrant flexibility in the developmental standards in this Zoning Ordinance.
- B. **Lot Width and Area.** At the option of the applicant, the minimum lot area and width dimensions in Section 156.B.004, *Residential District Development Standards*, may be considered averages for an individual conventional development in each zoning district or cluster development in the RL district. Lot averaging may only be applied where both of the following conditions apply:
 1. The average lot area and average lot width of the development are equal to or greater than the lot area and lot width specified in Section 156.B.004.
 2. No lot shall have a lot area or lot width that is less than 90 percent of the minimum lot area or lot width specified in Section 156.B.004 (see Figure 156.B.008.b-1, *Lot Averaging*).

Figure 156.B.008.b-1
Lot Averaging

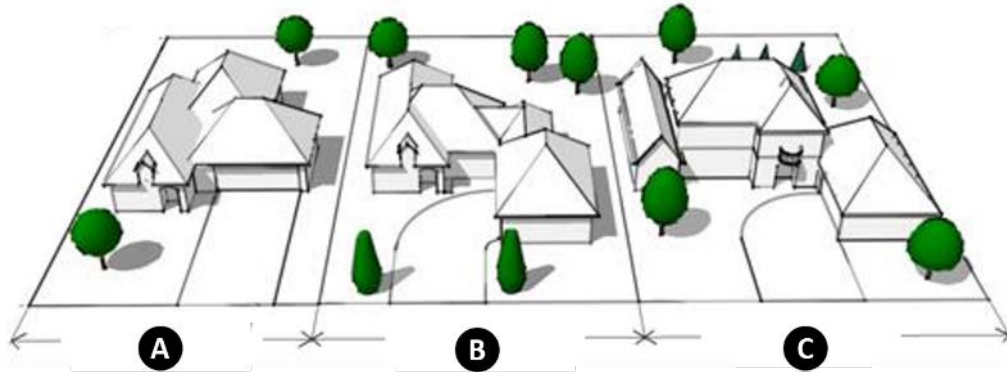


Figure Notes:

A = Narrow Lot | B = Normal Lot | C = Wide Lot

C. Height Requirements.

1. *Exemptions.* Unless otherwise expressly stated, the height regulations in this Ordinance do not apply to penthouse or roof structures for the housing of elevators, stairways, tanks, ventilating fans, or similar equipment required to operate and maintain the building, and fire or parapet walls, skylights, towers attached to a building, steeples, flagpoles attached to a building, chimneys, smokestacks, water tanks, silos, grain elevators, or similar structures.
2. *Floor Space Calculation.* No penthouse, roof structure, or any space above the height limit shall be allowed for the purpose of providing additional floor space.
3. *Setback Plane.* As depicted in Figure 156.B.008.b-2, *Setback Plane*, where a multi-family, nonresidential, or mixed-use building adjoins a property with a single-family detached or attached dwelling, the building height may be increased beyond the maximum permitted if the setback nearest the adjoining residence is increased one foot for each one foot of height above the maximum permitted height.

Figure 156.B.008.b-2
Setback Plane

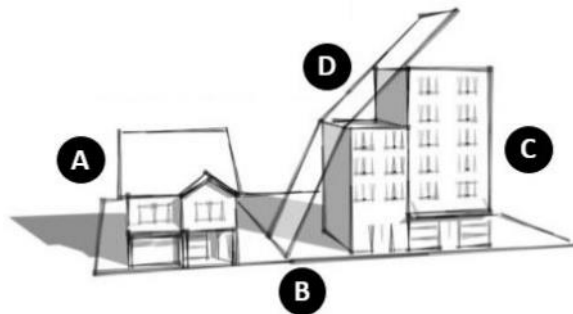


Figure Notes:

A = Single-Family or Duplex | B = Zoning District and Property Line | C = Multi-family, Nonresidential, or Mixed Use | D = Total Setback is the Minimum Setback Plus 1 Foot for Every 1 Foot the Structure Exceeds the Maximum Height of the District

D. **Yard Requirements.** The yard requirements in this Ordinance do not apply to the following projections into required yards:

1. *Fire Escapes, Stairs, and Balconies.* Unenclosed fire escapes, stairways, and/or balconies, covered or uncovered, shall extend not more than four feet into the required front or rear yard.

2. *Architectural Features.* Cornices, eaves, canopies, sunshades, gutters, chimneys, flues, belt courses, headers, sills, pilasters, lintels, ornamental features, box windows, or other similar architectural features that do not bear on the foundation shall project not more than two feet into any required yard.
 3. *Bay Windows and Chimneys.* Within any residential district, bay windows (with a gross floor area of less than or equal to 12 square feet) shall extend not more than two feet into any required yard.
 4. *Cul-de-Sacs.* For lots fronting on cul-de-sacs, the minimum front yard shall be five feet.
 5. *Garages.* Front-loaded garages shall have a minimum setback of 20 feet, regardless of the required minimum setback for the remainder of the building.
- E. **Lots.** Regardless of the lot area or width, all lots in the RM and RH districts that existed prior to April 12, 2010, are deemed "conforming" with respect to lot area and lot width if they contain an existing, permanent, permitted residential dwelling. The lot width and area requirements of [Section 156.B.004](#), *Residential District Development Standards*, apply only in the event of a replatting of the property.

ARTICLE C – USE STANDARDS

Section 156.C.001, Purpose and Applicability

- A. **Purpose.** The purpose of this Article is to establish the allowable land uses in each base zoning district and to provide standards for principal, accessory, and temporary uses.
- B. **Applicability.** No building shall be erected, or structurally altered, nor shall any building or land be used, except for a use permitted in the district in which the building or land is located.

Section 156.C.002, Use Table Legend

- A. **Using the Use Table.** Table 156.C.003-1, *Use Table*, lists land uses in rows, organized by use category. The base zoning districts are arranged in columns. Where rows and columns intersect, a letter indicates if the use is permitted, permitted with limitations, special, or prohibited in the district.
- B. **Use Categories.** Uses are grouped in Table 156.C.003-1 by use category. Use categories are defined, and specific uses that make up a use category are listed, in [Section 156.M.002, Definitions](#).
- C. **Abbreviations.** Table 156.C.003-1 uses the following abbreviations:
 - 1. "P" means that the land use is permitted by right, subject to the standards that apply to all permitted uses.
 - 2. "L" means that the land use is permitted with limitations, in the same manner as a Permitted Use, but is also subject to [Section 156.C.004, Limited Use Standards](#).
 - 3. "S" means that the use is allowed as a Special Use, which may be approved following a public hearing by the Plan and Zoning Commission and the City Council, subject to:
 - a. [Section 156.C.005, Special Use Permit Standards](#); and
 - b. The procedures set forth in [Section 156.J.003, Legislative Review Procedures](#).
 - 4. "--" means that the use is a Prohibited Use in the specified district.
 - 5. "Cv" means the Conventional development type.
 - 6. "Cl" means the Cluster development type.
 - 7. "In" means the Infill development type.
- D. **Special and Limited Uses.** Where a specific use is a Special Use in a given district and permitted with limitations in another district then the standards for the use are located in [Section 156.C.005](#).
- E. **Standards.** The "Standards" column provides a reference to associated standards for uses permitted with limitations and for special uses. Where "N/A" is in the column, there is no associated standard because the use is permitted by right or there is no specific special use standard.

Section. 156.C.003, Use Table

 Permitted uses for all base zoning districts are identified in Table 156.C.003-1, *Use Table*, below.

Table 156.C.003-1, Use Table																	
Use Category	Specific Use¹	Cv = Conventional CI = Cluster In = Infill	Residential								Mixed-Use		Nonresidential				Standards
			AG	RR	RL		RM		RH		MU	UC	GC	PI	REC	GI	
Cv	CI	Cv			In	Cv	In										
Agriculture																	
Agriculture and Animal-Related Services	Community Garden	P	L	L	L	L	L	L	L	L	L	L	L	L	--	156.C.004	
	Kennel	--	--	--	--	--	--	--	--	--	--	L	--	--	P	156.C.004	
	Plant Nursery, Greenhouse, and Landscaping Business	P	P	--	--	--	--	--	--	--	--	--	--	L	P	156.C.004	
	Veterinary Clinic	--	--	--	--	--	--	--	--	P	P	P	--	--	--	N/A	
	Veterinary Hospital	--	--	--	--	--	--	--	--	S	S	P	--	--	P	N/A	
	All Other Agriculture and Animal-Related Services	L	L	--	L	--	--	--	--	--	--	--	--	--	P	156.C.004	
Residential																	
Household Living	Dwelling, Accessory	P	P	P	P	S	S	S	S	--	--	--	--	--	--	156.C.007.E	
	Dwelling, Apartment	--	--	--	--	P	P	P	P	P	P	P	--	--	--	N/A	
	Dwelling, Single-Family Attached	--	--	P	P	P	P	P	P	P	P	--	--	--	--	N/A	
	Dwelling, Single-Family Detached	P	P	P	P	P	P	P	P	P	--	--	--	--	--	N/A	
	Dwelling, Duplex	--	--	P	P	P	P	P	P	P	P	P	--	--	--	N/A	
	Dwelling, Townhouse	--	--	--	--	P	P	P	P	P	P	P	--	--	--	N/A	
	Dwelling, Multiplex	--	--	--	--	P	P	P	P	P	P	P	--	--	--	N/A	
	Manufactured Home Park	--	--	--	--	S	S	--	--	--	--	--	--	--	--	156.C.005	
	Upper-Story Residential	--	--	--	--	--	--	L	L	P	P	L	--	--	--	156.C.004	
Group Living	Boarding or Rooming House	--	--	--	--	--	--	S	S	--	--	--	--	--	S	156.C.005	
	Group Home	P	P	P	P	P	P	P	P	P	P					N/A	
	Halfway Houses and Ex-Offender Rehabilitation Services	--	--	--	--	--	--	S	S	--	--	--	--	--	S	156.C.005	
	All Other Group Living Uses	--	--	P	P	P	P	P	P	P	P	P	P	--	--	156.C.005	
Public and Institutional																	
Day Care	All Day Care Uses	--	S	S	S	S	L	L	L	P	P	L	L	--	--	156.C.004	
Educational Facilities	College or University	--	--	--	--	--	--	P	P	P	P	P	P	--	P	N/A	
	Training Facility or Vocational School	--	--	--	--	--	--	--	--	P	P	P	P	--	P	N/A	
	All Other Educational Facilities	L	L	L	L	L	L	P	P	P	P	P	P	P	P	156.C.004	

**Table 156.C.003-1,
Use Table**

Use Category	Specific Use¹	Cv = Conventional Cl = Cluster In = Infill	Residential								Mixed-Use		Nonresidential				Standards
			AG	RR	RL		RM		RH		MU	UC	GC	PI	REC	GI	
					Cv	Cl	Cv	In	Cv	In							
Government Facilities	All Government Facilities		P	P	P	P	P	P	P	P	P	P	P	P	P	P	N/A
Medical Facilities	Hospital		--	--	--	--	--	--	S	S	--	--	--	P	--	P	156.C.005
	All Other Medical Facilities		--	--	--	--	--	--	S	S	P	P	P	P	--	P	156.C.005
Parks and Open Areas	Cemetery, Columbarium, Mausoleum, or Memorial Park		P	S	S	S	S	S	S	S	--	--	--	--	P	--	156.C.005
	Golf Course		P	P	P	P	P	P	P	P	--	--	--	--	P	--	N/A
	All Other Parks and Open Areas		P	P	P	P	P	P	P	P	P	P	P	P	P	P	N/A
Passenger Terminal	Airport or Heliport		--	--	--	--	--	--	--	--	--	--	--	--	--	S	156.C.005
	All Other Passenger Terminal Uses		--	--	--	--	--	--	--	--	--	--	P	S	--	P	156.C.005
Public Assembly	All Public Assembly Uses		L	L	L	L	P	P	P	P	P	P	P	P	P	P	156.C.004
Social Service	Correctional Facility		--	--	--	--	--	--	--	--	--	--	--	--	--	S	156.C.005
	All Other Social Service Uses		--	--	--	--	--	--	S	S	P	P	P	P	--	P	156.C.005
Utilities	Solar Panel Arrays (Principal Use)		L	--	--	--	--	--	--	--	--	--	S	--	--	L	156.C.004 156.C.005
	Utilities, Minor		P	P	P	P	P	P	P	P	P	P	P	P	P	P	N/A
	Wireless Telecommunications Facilities		Refer to Table 156.C.009-1, Permitted Wireless Telecommunications Facilities by District														N/A
	All Other Utilities, Major		S	S	S	S	S	S	S	S	S	S	S	S	S	S	S
Commercial and Office																	
Adult Business	Adult Entertainment Businesses		--	--	--	--	--	--	--	--	--	--	--	--	--	S	156.C.005
Entertainment, Indoor	Archery / Firearms Range (Indoor)		--	--	--	--	--	--	--	--	--	--	P	--	--	P	N/A
	Convention Center		--	--	--	--	--	--	--	--	P	P	P	P	--	--	156.C.005
	All Indoor Entertainment Uses		--	--	--	--	--	--	--	--	P	P	P	P	P	P	N/A
Entertainment, Outdoor	Farmers Market		--	--	--	--	L	--	L	--	L	P	L	L	L	--	156.C.004
	Recreational Vehicle Park		--	--	--	--	--	--	--	--	--	--	L	--	P	--	156.C.004
	All Other Outdoor Entertainment Uses		--	--	--	--	--	--	--	--	P	P	L	P	P	--	156.C.004
Office	Bank or Credit Union		--	--	--	--	--	--	S	S	P	P	P	P	--	P	156.C.005
	Radio or Television Station or Studio		--	--	--	--	--	--	--	--	P	P	P	P	--	P	N/A
	All Other Offices		--	--	--	--	--	--	S	S	P	P	P	P	--	P	156.C.005

**Table 156.C.003-1,
Use Table**

Use Category	Specific Use ¹	Cv = Conventional CI = Cluster In = Infill	Residential								Mixed-Use		Nonresidential				Standards
			AG	RR	RL		RM		RH		MU	UC	GC	PI	REC	GI	
					Cv	CI	Cv	In	Cv	In							
Overnight Accommodations	All Overnight Accommodations Uses		--	--	--	--	S	S	P	P	P	P	P	P	--	--	156.C.005
Parking, Commercial	All Commercial Parking		--	--	--	--	S	S	S	S	L	L	L	L	L	P	156.C.004, 156.C.005
Restaurant	Restaurant, Drive-In or Drive-Through		--	--	--	--	--	--	--	--	P	P	P	--	--	P	N/A
	All Other Restaurant Uses		--	--	--	--	--	--	--	--	P	P	P	--	--	P	N/A
Retail Repair, Sales, and Service	Repair-Oriented Uses		--	--	--	--	--	--	--	--	--	--	P	--	--	P	N/A
	Sales-Oriented Uses		--	--	--	--	--	--	--	--	P	P	P	--	--	P	N/A
	Service-Oriented Uses		--	--	--	--	--	--	S	S	P	P	P	--	--	P	156.C.005
Self-Service Storage	Boat or Recreational Vehicle Outdoor Storage		--	--	--	--	--	--	--	--	--	--	--	--	--	P	N/A
	Mini-Warehouse		--	--	--	--	--	--	--	--	--	--	--	--	--	P	N/A
Vehicle Sales and Service	Car Wash		--	--	--	--	--	--	--	--	--	--	P	--	--	P	N/A
	Heavy Vehicular Equipment Sales, Service, and Repair		--	--	--	--	--	--	--	--	--	--	S	--	--	P	156.C.005
	Vehicle Fuel Station		--	--	--	--	--	--	--	--	P	P	P	--	--	P	N/A
	Vehicle Repair, Major		--	--	--	--	--	--	--	--	--	--	P	--	--	P	N/A
	Vehicle Service, Minor		--	--	--	--	--	--	--	--	--	--	P	--	--	P	N/A
	All Other Vehicle Sales and Service		--	--	--	--	--	--	--	--	--	--	P	--	--	P	N/A
Industrial																	
Heavy Industrial	All Heavy Industrial Uses		--	--	--	--	--	--	--	--	--	--	--	--	--	S	156.C.005
Light Industrial	Building or Development Contractor		--	--	--	--	--	--	--	--	--	--	L	--	--	P	156.C.004
	Micro-Manufacturing		--	--	--	--	--	--	--	--	--	--	L	--	--	P	156.C.004
	Research and Development Laboratory		--	--	--	--	--	--	--	--	L	L	L	--	--	P	156.C.004
	All Other Light Industrial Uses		--	--	--	--	--	--	--	--	--	--	L	--	--	P	156.C.004
Warehousing and Freight Movement	All Warehousing and Freight Movement Uses		--	--	--	--	--	--	--	--	--	--	S	--	--	P	156.C.005
Waste-Related Service	Recycling Facility		--	--	--	--	--	--	--	--	--	--	--	--	--	P	N/A
	All Other Waste-Related Service Uses		--	--	--	--	--	--	--	--	--	--	--	--	--	S	156.C.005
Wholesale Trade	All Wholesale Trade		--	--	--	--	--	--	--	--	--	--	S	--	--	P	156.C.005

TABLE NOTES:

"Cv" = Conventional Development Type Option; "CI" = Cluster Development Type Option; "In" = Infill Development Type Option

¹Specific uses and use categories are defined in Section 156.M.002, *Definitions*.

Section 156.C.004, Limited Use Standards

- A. **Purpose.** The purpose of this Section is to promote compatibility among land uses in the City by establishing specific standards for the establishment of limited uses which are indicated in the use tables in [Section 156.C.003, Use Table](#).
- B. **Application.** Limited uses may be authorized by the Zoning Administrator, or designee, for uses shown as limited "L" and only if they meet the standards of this Section and other applicable standards and requirements of this Ordinance.
- C. **Timing of Compliance.** The standards of this Section apply at the time a limited use is requested to be established in an existing or new structure, or when an existing limited use is proposed to be expanded by more than 10 percent of the existing square footage currently devoted to the use. This Section applies to an expansion of use whether it is to or within an existing building, in an outdoor area devoted to the use, or a combination of these characteristics.
- D. **Standards for All Limited Uses.** An application for limited use permit may be approved if, in addition to the specific standards of this Section that apply to the use, it is demonstrated that:
1. The proposed limited use in its proposed location shall not conflict with the implementation of current adopted plans of the City; and
 2. The limited use is compatible with surrounding land uses and natural environment, and shall not materially detract from the character of the immediate area or negatively affect the anticipated development or redevelopment trajectory (for example, by creating a critical mass of similar limited uses that is likely to discourage permitted uses by making the vicinity less desirable for them).
- E. **Specific Standards for Limited Uses.**
1. *Community Garden.*
 - a. No sale of items grown or any other items may take place on-site.
 - b. Storage of equipment and materials shall be inside a structure or screened.
 - c. Compost storage, if utilized, shall have a setback of a minimum of 30 feet from the front and 10 feet from any side or rear property line. Compost storage shall be used only to support onsite operations.
 - d. Community gardens that have ceased permanent operation or been abandoned, shall be cleared, all associated structures removed, and the area re-vegetated no more than 30 days after the date of discontinued operations, unless otherwise specified by the Zoning Administrator, not to exceed 90 days.
 2. *Kennel.* Outdoor runs shall be prohibited.
 3. *Plant Nursery, Greenhouse, and Landscaping Business.* Outdoor storage areas shall be enclosed with a fence or wall that is in compliance with [Section 156.F.005, Screening](#).
 4. *All Other Agriculture and Animal-Related Services.*
 - a. The use shall not include activity which may be considered a public nuisance which is offensive to adjacent properties due to increased noise, traffic or odors.
 5. *Upper-Story Residential.*
 - a. The use shall comply with the development standards of a mixed-use building.
 - b. The minimum floor area of the use shall be 300 square feet.
 - c. The maximum density of the district shall not apply.
 6. *Day Care Uses (Child and Adult).*
 - a. The use shall be operated in accordance with all applicable laws and, if a state permit is required, such permit shall be obtained prior to beginning operation.
 - b. The use may be part of a place of public assembly, provided the place of public assembly is in conformance with the standards of this Ordinance.
 - c. Primary access to the site shall be from a public roadway.
 7. *All Other Educational Facilities.* All buildings shall be located at least 50 feet from any adjoining property line, including right-of-way lines.

8. *Public Assembly Uses.*
 - a. Parking shall be provided on-site or off-site with Zoning Administrator approval.
 - b. The use shall be conducted so that it does not create parking or traffic congestion or otherwise unreasonably interfere with the peace and enjoyment of surrounding homes as places of residence.
 - c. Expansion to abutting lots or parcels shall meet the following standards:
 - i. The applicant shall control the property onto which the expansion is proposed;
 - ii. It shall allow the use to take access from a public roadway;
 - iii. It will involve the installation of a Type B Bufferyard between the use and abutting residential uses, unless equivalent buffering is already provided; and
 - iv. The expansion will not involve the location of buildings or parking within 50 feet of residential property.
9. *Solar Panel Array (as principal use).* Solar panel arrays installed as a utility-scale solar energy system and as the principal use shall conform to all height, setback, and landscaping requirements within the underlying district. The following additional standards apply to all solar panel arrays as a principle use:
 - a. *Prohibited.* Concentrating solar power (CSP) systems shall be prohibited.
 - b. *Site Plan.* A site plan shall be submitted to the Zoning Administrator demonstrating compliance with:
 - i. Setback and height limitations as established in the underlying zoning district;
 - ii. Applicable zoning district requirements such as landscape surface area ratio; and
 - iii. Applicable solar requirements per this Section.
 - c. *Compliance.* Solar arrays installed as utility-scale solar energy system installations shall comply with applicable local, state, and federal regulations;
 - d. *Building Code Compliant.* All solar panel array systems shall be compliant with all currently adopted building codes;
 - e. *Stormwater Management.* Solar panel arrays shall be considered pervious and therefore shall be exempt from the calculation of the landscape surface ratio requirements in the underlying zoning district. The support or mounting posts, footings, impervious driveway surfaces, parking areas, and buildings on the site shall count toward the coverage requirements.
 - f. *Solar Glare.* Solar panel arrays that use concentrator technologies and have not incorporated antiglare measures into the system or installation shall be placed in areas so that the concentrated solar glare shall not be directed onto inhabited adjacent properties or roadways; and
 - g. *Design.* The design of the solar panel arrays shall use materials, colors, textures, screening, and landscaping similar to their background or the existing natural environment to the most reasonable extent possible without prohibiting the installation.
 - h. *Fencing.* A security fence must be installed along all exterior sides of the utility-scale solar array installation and be equipped with a minimum of one gate and locking mechanism on the primary access side. Security fences, gates, and warning signs must be maintained in good condition until the installation is dismantled and removed from the site according to the decommissioning plan as established in paragraph k, below.
 - i. *Signs.* Signs shall comply with [Article G, Signs](#).
 - j. *Buffering.* The site shall be constructed with buffering as required in [Section 156.F.004, Buffering](#).
 - k. *Decommissioning Plan.*
 - i. The applicant shall submit a decommissioning plan signed by the party responsible for decommissioning and the landowner addressing the following with the permit application.
 - (A) Defined conditions upon which decommissioning will be initiated (e.g. end of land lease, no power production for 12 months, etc.)
 - (B) Removal of all non-utility owned equipment, conduit, structures, fencing, roads, and foundations

- (C) Restoration of property to the condition prior to the development of the utility-scale solar panel array system.
- (D) The timeframe for completion of decommissioning activities.
- (E) Description of any agreement (e.g. lease) with the landowner regarding decommissioning.
- (F) The party currently responsible for decommissioning.
- (G) Plans for updating this decommissioning plan.

10. *Farmers Market.*

- a. The site shall be supplied with electrical power at secured, in-ground stations that may be accessed by temporary users.
- b. The use is separated from all residential property by a Type B Bufferyard, in accordance with [Section 156.F.004, Buffering](#), or a local street or collector roadway.
- c. The use will be conducted so that it does not create parking or traffic congestion or otherwise unreasonably interfere with the peace and enjoyment of surrounding homes as places of residence.

11. *Recreational Vehicle Parks.* Site plans shall include information related to the following criteria which must be approved by the Zoning Administrator.

- a. Utility plan showing service to the site and individual spots.
- b. Fire access throughout the park which meets approval of the Fire Department.
- c. Compliance with buffering, landscaping and screening requirements.
- d. Plan for disposal of waste.

12. *All Commercial Parking.*

- a. All lots must comply with the parking lot design and landscaping standards.
- b. Lots shall be within 600 feet of the primary use property.

13. *Building or Development Contractor.*

- a. *Screening.* Outdoor storage shall be fully screened from adjacent nonindustrial uses.
- b. *Bufferyard.* The use shall be separated from a nonindustrial use by a Type C Bufferyard, in accordance with [Section 156.F.004, Buffering](#).

14. *Micro-Manufacturing.*

- a. *Gross Floor Area.* The maximum gross floor area of a micro-manufacturing facility shall not exceed 5,000 square feet.
- b. *Outdoor Storage.* No outdoor storage is permitted.

15. *Research and Development Laboratory.*

- a. All testing conducted onsite is within a fully enclosed building.
- b. All materials and equipment are stored in areas screened from public view.

16. *Other Light Industrial Uses.*

- a. *Indoor Operations.* All operations shall be conducted completely within a building, except limited daily outdoor operations and storage may occur behind the building and a minimum of 50 feet from any property line.
- b. *Nuisances.* No impacts or by-products of the use, including noise, dust, or odor shall be discernible from abutting property.
- c. *Outdoor Storage.* Outdoor storage shall be screened from view from the public-right-of-way and adjacent properties with a Type C Bufferyard. in accordance with [Section 156.F.004, Buffering](#).

Section 156.C.005, Special Use Permit Standards

- A. **Generally.** The standards of this Section apply to all special uses set out in [Section 156.C.003, Use Table](#).

B. Permit Required. A Special Use Permit is required for:

1. All land uses identified as a Special Use (S) in either Table [156.C.003-1, Use Table](#); or
2. A land use that is being proposed to be transferred from a nonconforming use to another nonconforming use per [Section 156.K.007, Conversion of Nonconformities](#).

C. Review and Approval.

1. *Standards.* In the review of Special Use Permit applications, the Zoning Administrator, the Plan and Zoning Commission, and the Board of Adjustment shall utilize the following standards:
 - a. *Surrounding Properties.* The proposed special use will operate or be designed in a manner that does not diminish the use or functionality of surrounding properties;
 - b. *Hours of Operation and Site Improvements.* Provisions for hours of operation, parking and loading areas, driveways, lighting, signs, landscaping, buffering, and other site improvements have been provided;
 - c. *Public Services.* Adequate public services (such as: streets, off-street parking, pedestrian facilities, water, sewer, gas, electricity, police and fire protection) must be available without the reduction of services to any existing uses;
 - d. *Nuisance.* If, in the opinion of Plan and Zoning Commission or Board of Adjustment, the special use becomes a nuisance, the Special Use Permit may be recalled for further review, which could lead to the need for additional conditions, restrictions, or the revocation of the permit.
 - e. *Design Features.* The proposed use will incorporate design features to sufficiently protect adjacent uses including but not limited to: service areas, pedestrian and vehicular circulation, safety provisions, access ways to and from the site, buffering, fencing, and building placement; and
 - f. *Compatibility.* The proposed use is compatible with adjacent existing uses. Compatibility shall be expressed in terms of appearance, architectural scale and features, site design and scope, landscaping, as well as the control of adverse environmental impacts, including noise and lighting, or other undesirable conditions.
2. *Conditional Approval.* The Board of Adjustment may require additional conditions beyond the general standards listed in Paragraph 1, above, to reasonably mitigate any adverse impacts upon surrounding properties in the zoning district of the property for which the special use is requested.

D. Standards for Residential Uses.

1. *Manufactured Home Park.*
 - a. *Area and Dimensional Regulations.* The area and dimensional regulations in Table [156.C.005-1, Manufactured Home Park Development Standards](#).

Table 156.C.005-1, Manufactured Home Park Development Standards									
Manufactured Home Type	Min. Site Area	Min. Lot Area per Dwelling	Min. Lot Width	Min. Lot Depth	Min. Front Setback	Min. Street Side Setback	Min. Side Setback	Min. Rear Setback	Max. Height
Single-Wide	10 acres	5,500 sf.	55 ft.	80 ft.	4 ft.	14 ft.	14 ft.	10 ft.	1 story / 15 ft.
Double-Wide	10 acres	6,000 sf.	60 ft.	80 ft.	4 ft.	14 ft.	14 ft.	10 ft.	1 story / 15 ft.

- b. *Buffering and Open Space.* The manufactured home park shall be surrounded by a Type C bufferyard, in accordance with [Section 156.F.004, Buffering](#), along all street frontages and along all other park perimeter property lines. This space shall be in addition to the space required for each manufactured home site and shall not be used for other park facilities, recreation area, accessory storage structures, or parking areas. The park shall include a minimum of eight percent of the site dedicated to open space with shade trees and

ground cover with tree maintenance in wooded portions. Continued maintenance of the open area and its planting shall be the responsibility of the property owner or operator of the park.

- c. *Manufactured Home Space.* All manufactured homes shall be placed in a designed manufactured home space and shall not obstruct the use of or project over, any driveway, walkway, or public utility easement.
- d. *Accessory Buildings.* Private accessory buildings may be located in the rear yard of a manufactured home space and set back a minimum of five feet from any lot line and shall not exceed 10 feet in height. Accessory buildings, porches, decks, awnings, or canopies shall be located at least five feet from the boundaries of the individual manufactured home site.
- e. *Skirting.* All manufactured homes shall be completely skirted with materials approved by the Zoning Administrator.
- f. *Emergency Shelter.* All manufactured home parks shall have a structure to provide shelter from tornadoes and other weather-related storms. This structure shall either have a basement or shall itself be underground for storm protection. This structure shall be required to have a minimum occupancy ratio of seven square feet of floor area per each individual lot in the manufactured home park.
- g. *Signs.* One main identification sign shall be permitted with an area not to exceed 48 square feet and six feet in height. Freestanding signs must be set back a minimum of ten feet from any property line.
- h. *Other Regulations.*
 - i. Number and location of access drives shall be controlled for traffic safety and protection of surrounding properties, and no manufactured home site space shall be designed for direct access to a street outside the boundaries of the park. Interior access drives shall be properly lighted, with right-of-way at least 50 feet in width that acts as a public utility easement, and paved in accordance with City Engineering and Fire Access standards.
 - ii. At least one off-street parking space shall be provided on each manufactured home site, and, in addition, one off-street space shall be provided per manufactured home in other locations convenient to groups of homes. No parking shall be permitted on the street. A special area shall be designed for accessory storage of boats and boat trailers, campers and other recreational vehicles. All required parking shall be clearly defined in accordance with [Section 156.E.003, Parking Design](#).

- 2. *Boarding or Rooming House.* Boarding or Rooming Houses that existed as of the effective date of this Ordinance shall be:
 - a. Registered with the State of Iowa and shall have submitted occupancy reports to the Department of Inspections and Appeals, in accordance with [Chapter 1350, Boarding Homes, Iowa Code](#);
 - b. In full compliance with [Section 152.024, Rooming House, Boarding House, Dormitory Rooms and Other Rooming Units](#) of the City's Code of Ordinances and all applicable building and fire codes of the City, as amended from time to time;
 - c. Subject to the City's rental registration and inspection program;
 - d. Responsible for making an application for a Special Use Permit as set forth in [Section 156.J.003, Legislative Review Procedures](#), which requires that the boarding home:
 - i. Has not more than six occupants;
 - ii. Has sleeping rooms that have no less than 50 square feet per person for multiple occupancy or 70 square feet of floor space per sleeping room for single occupancy;
 - iii. Has on-site staff supervision if there are three or more occupants;
- 3. *Halfway Houses and Ex-Offender Rehabilitation Services.* A halfway house or ex-offender rehabilitation is prohibited within 750 feet of any other such business, any school, place of public assembly, library, public park, public playground, or areas zoned or used for residential use.

E. Standards for Public and Institutional Uses.

- 1. *Day Care Uses (Adult and Child).*

- a. *Street Access.* In the RR, RL, and RM zoning districts, the facility shall be located on and have access to a public street.
 - b. *Outdoor Activities.* Outdoor activities and activity areas, including play lots, shall be:
 - i. Located a minimum of 25 feet from any residentially used lot line or separated by a Type A bufferyard, in accordance with [Section 156.F.004, Buffering](#); and
 - ii. Completely secured and enclosed by a fence.
 - c. *Internal Circulation.* Internal traffic circulation patterns are established and signed so that:
 - i. Dedicated client drop-off and pick-up areas are safe for clients leaving and re-entering vehicles the site and so that vehicle stacking does not impede traffic on- or off-site; and
 - ii. A bus, if applicable, can drop-off and pick-up clients in designated areas and is able to either turn around within the drop-off area or alternatively re-access the street via a circular drive.
2. *Cemetery, Columbarium, Mausoleum, or Memorial Park.*
- a. *Location.* A mausoleum structure shall be separated from a residential use by a Type C bufferyard, in accordance with [Section 156.F.004, Buffering](#).
 - b. *Design.* The site shall be located on and have access to a public street.
 - c. *Existing Cemeteries.* Nothing in this subsection shall be construed to make an existing cemetery a nonconforming use with respect to the requirements of this Ordinance.
3. *Solar Panel Arrays (Principal Use).* For special use standards required for the installation of solar panel arrays as the principal use, see [Section 156.C.004.G.4, Solar Panel Arrays \(as principal use\)](#).

F. Standards for Commercial Uses.

1. *Adult Entertainment Businesses.*
- a. *Establishment.* The establishment of an adult entertainment business shall include the opening of such business as a new business, the relocation of such business, the addition of such business activity to that of any other business, or a conversion of an existing business location to any of the uses and activities herein described and defined.
 - b. *Expansion.* It shall also include any addition to or expansion of an existing adult entertainment business that causes said business to occupy over 20% more space than before such addition or expansion.
 - c. *Location and Operation.*
 - i. No person shall cause or permit the establishment of any adult entertainment business as herein defined within 750 feet of any other such business, any school, place of public assembly, library, public park, public playground, or areas zoned or used for residential use.
 - ii. Measurement shall be taken on a direct line from the property line of such adult entertainment business to the property line of such other business, school, place of public assembly, library, public park, public playground, or area zoned or used for residential use.
 - iii. All building openings, entries, windows and the like shall be constructed, located, covered, or screened in such a manner as to prevent a view of display areas from, or a view into the interior of the adult entertainment business from, any pedestrian sidewalk, walkway, street, or other public or semi-public areas.
 - iv. Any adult entertainment business in existence on the effective date of this chapter that does not comply with the minimum separation requirements defined in paragraph c.1 and c.2, above, may be continued as a non-conforming. Such nonconforming use shall not be expanded, extended, or altered with regard to the land area, building, or structure involved in such use. The provisions of paragraph c.3, above, shall apply to all adult entertainment businesses, including said nonconforming uses, upon adoption of this Chapter.
2. *Commercial Parking.*
- a. *Generally.* The use shall comply with applicable requirements of [Article E, Parking, Loading, and Stacking](#).

- b. *Surface Parking.*
 - i. The use shall be separated from a residential use by a Type B bufferyard, in accordance with [Section 156.F.004, Buffering](#).
 - ii. The location of ingress and egress shall minimize traffic congestion and the effect of headlights on residential uses.
- c. *Structured Parking.*
 - i. Structured parking is prohibited in the AG, RR, RL, and RM residential zoning districts.
 - ii. Structured parking design standards in [Section 156.E.003, Parking Design](#).

G. Heavy Industrial Uses. All uses in the heavy industrial use category shall:

- 1. Employ the best practical disposal of refuse matter or water-carried waste;
- 2. Effectively control obnoxious or offensive odor, dust, smoke, gas, noise, or similar nuisances;
- 3. Locate and screen, fence, and landscape with a Type C bufferyard as set out in [Section 156.F.004, Buffering](#), all outdoor storage of equipment not intended for over-the-road or rail use, supplies or materials intended for refabrication, waste materials, industrial by-products, or items intended for junkyards. The property owner may appeal to the Board of Adjustment relating to any requested relief of this requirement; and
- 4. New and expanding structures used for the principal heavy industrial activity are subject to review under the Special Use Permit standards and additional setbacks from any district zoned AG, RR, RL, RM, RH, MU, UC, GC, PI, and REC districts may be required.

Section 156.C.006, Flood Hazard Districts Standards

- A. **Authority.** The Legislature of the State of Iowa has, in [Chapter 414, Code of Iowa](#), as amended, delegated the power to cities to enact zoning regulations to secure safety from floods and to promote health and the general welfare.
- B. **Flooding.** The flood hazard areas of the city are subject to periodic inundation which can result in loss of life and property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief and impairment of the tax base, all of which adversely affect the health, safety and general welfare of the community. These losses, hazards, and related adverse effects are caused by:
 - 1. The cumulative effect of floodplain construction on flood flows, which causes increases in flood heights and flood water velocities; and
 - 2. The occupancy of flood hazard areas by uses vulnerable to flood damages which create hazardous conditions as a result of being inadequately elevated or otherwise protected from flooding.
- C. **Methodology.** This ordinance relies upon engineering methodology for analyzing flood hazards which is consistent with the standards established by the Iowa Department of Natural Resources.
- D. **Intent.** The provisions of this Section are designed to:
 - 1. Reserve sufficient floodplain area for the conveyance of flood flows so that flood heights and velocities will not be increased substantially;
 - 2. Restrict or prohibit uses that are dangerous to health, safety, or property in times of flood or which cause excessive increases in flood heights or velocities;
 - 3. Require that uses vulnerable to floods, including public utilities which serve such uses, be protected against flood damage at the time of initial construction;
 - 4. Protect individuals from buying lands which are unsuited for intended purposes because of flood hazard; and
 - 5. Assure that eligibility is maintained for property owners in the community to purchase flood insurance through the National Flood Insurance Program.
- E. **Applicability.** The regulations of the Flood Hazard Districts shall apply to all lands within the jurisdiction of the City shown on the Floodway Boundary and Floodway Map to be within the 100-year flood boundaries.
- F. **Establishment of Official Floodplain Zoning Map.** The Flood Boundary and Floodway Maps prepared as part of the "Flood Insurance Study for the City of Marshalltown, Iowa", dated April 17, 1984, are hereby adopted by reference

and declared to be the Official Floodplain Zoning Map. The flood profiles and all explanatory material provided with the "Flood Insurance Study" and the Flood Insurance Rate Maps are also declared to be a part of this Section.

- G. **Rules for Flood Hazard Overlay Districts Boundaries Interpretation.** The boundaries of the Flood Hazard Overlay Districts shall be determined by scaling distances on the Official Floodplain Map. Where interpretation is needed as to the exact location of the boundaries of the district as shown on the Official Zoning Map, the Floodplain Administrator or Engineering Department shall make the necessary interpretation. The person contesting the location of the overlay boundary shall be given a reasonable opportunity to present their case and submit technical evidence.
- H. **Compliance.** No structure or land shall be used and no structure shall be located, extended, converted, or structurally altered without full compliance with the terms of this Ordinance and other applicable regulations which apply to uses within the jurisdiction of this Ordinance.
- I. **Abrogation and Greater Restrictions.** It is not intended by this Section to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this Section imposes greater restrictions, the provisions of this Section shall prevail. All other ordinances inconsistent with this Section are hereby repealed to the extent of the inconsistency only.
- J. **Interpretation.** In their interpretation and application, the provisions of this Section shall be held to be minimum requirements and shall be literally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by state statutes.
- K. **Warning and Disclaimer of Liability.** The degree of flood protection required by this Section is considered reasonable for regulatory purposes and is based on engineering and scientific methods of study. Larger floods may occur on rare occasions. Flood heights may be increased by human-made or natural causes, such as ice jams and bridge openings restricted by debris. This Section does not imply that areas outside the floodplain districts or land uses permitted within such districts will be free from flooding or flood damages. This regulation shall not create liability on the part of the City of Marshalltown for any flood damages that result from reliance on this Section or any administrative decision resulting from this Section.
- L. **Severability.** If any section, clause, provision, or portion of this Section is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Section shall not be affected by such judgement.
- M. **Flood Hazard Overlay Districts Established.** The floodplain areas within the jurisdiction of this Ordinance are divided into the following subdistricts:
 - 1. *Floodway Overlay District.* The Floodway Overlay District shall be consistent with the boundaries of the floodway as shown on the Official Floodplain Map.
 - 2. *Floodway Fringe Overlay District.* The Floodway Fringe Overlay District shall be those areas shown as floodway fringe on the Official Floodplain Zoning Map designated as Zones A2 - A4, A6, and A8.
 - 3. *General Floodplain Overlay District.* The General Floodplain Overlay District shall be those areas shown on the Official Floodplain Zoning Map as being within the approximate 100-year flood boundary designated as Zone A.
- N. **Floodway Overlay District.**
 - 1. *Permitted Uses.* All uses within the Floodway Overlay District shall be permitted to the extent that they are not prohibited by any other ordinance (or underlying zoning district), and provided they meet applicable performance standards of the Floodway Overlay District.
 - 2. *Performance Standards.* All floodway subdistrict uses allowed as a permitted or special use shall meet the following standards:
 - a. No use shall be permitted in the floodway subdistrict that would result in any increase in the base flood elevation. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
 - b. All uses within the floodway subdistrict shall:
 - i. Be consistent with the need to minimize flood damage;
 - ii. Use construction methods and practices that will minimize flood damage; and

- iii. Use construction materials and utility equipment that are resistant to flood damage. No use shall affect the capacity or conveyance of the channel or floodway or any tributary to the main stream, drainage ditch, swale, or any other drainage facility or system.
- c. Structures, buildings, and sanitary and utility systems, if permitted, shall meet the applicable performance standards of the floodway fringe subdistrict, and shall be constructed or aligned to present the minimum possible resistance to flood flows.
- d. If permitted, buildings, shall have a low flood damage potential, and shall not be for human habitation, and shall adhere to all applicable provisions of this Section.
- e. Storage of equipment or materials that are buoyant, flammable, explosive, or injurious to human, animal, or plant life is prohibited. Storage of other material may be allowed if readily removable from the floodway subdistrict within the time available after flood warning.
- f. Watercourse alterations or relocations (channel changes and modifications) must be designed to maintain the flood carrying capacity within the altered or relocated portion. In addition, such alterations or relocations must be approved by the Iowa Department of Natural Resources, the United States Corps of Engineers, and other applicable agencies.
- g. Any fill allowed in the floodway must be permitted by the Iowa Department of Natural Resources and shall be shown to have some beneficial purpose and shall be limited to the minimum amount necessary.
- h. Subject to all applicable permits of regulating agencies, pipeline river or stream crossings shall be buried in the streambed and banks or otherwise sufficiently stabilized and protected to prevent rupture due to channel degradation and meandering or due to the action of flood flows.

O. Floodway Fringe Overlay District.

- 1. *Permitted Uses.* All uses within the floodway fringe subdistrict shall be permitted to the extent that they are not prohibited by any other ordinance or underlying zoning district, and provided they meet applicable performance standards of the floodway fringe subdistrict.
- 2. *Performance standards.* All uses must be consistent with the need to minimize flood damage and shall meet the following applicable performance standards.
 - a. *All Structures.* All structures shall:
 - i. Be adequately anchored to prevent flotation, collapse, or lateral movement of the structure;
 - ii. Be constructed with materials and utility equipment resistant to flood damage; and
 - iii. Be constructed by methods and practices that minimize flood damage.
 - b. *Residential Buildings.* All new or substantially improved residential structures shall have the lowest floor, including basements, elevated a minimum of one foot above the 100-year flood level. Construction shall be upon compacted fill which shall, at all points, be no lower than one foot above the 100-year flood level and extend at such elevation at least 18 feet beyond the limits of any structure erected thereon. Alternate methods of elevating (such as piers) may be allowed, subject to favorable consideration by the Floodplain Administrator, where existing topography, street grades, or other factors preclude elevating by fill. In such cases, the methods used must be adequate to support the structure as well as withstand the various forces and hazards associated with flooding. All new residential buildings shall be provided with a means of access that will be passable by wheeled vehicles during the 100-year flood.
 - c. *Non-residential Buildings.* All new or substantially improved non-residential buildings shall have the first floor (including basement) elevated a minimum of one foot above the 100-year flood level, or together with attendant utility and sanitary systems, be flood-proofed to such a level. When floodproofing is utilized, a professional engineer registered in the state shall certify that the flood-proofing methods used are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces and other factors associated with the 100-year flood, and that the structure, below the 100-year flood level, is water-tight with walls substantially impermeable to the passage of water. A record of the certification indicating the specific elevation (in relation to National Geodetic Vertical Datum) to which any structures are flood-proofed shall be maintained by the Floodplain Administrator.

- d. *New and Improved Structures.* All new and substantially improved structures:
 - i. Fully enclosed areas below the “lowest floor” (not including basements) that are subject to flooding shall be designed to automatically equalize hydrostatic flood forces on exterior walls by allowing for the entry and exit of flood waters. Designs for meeting this requirement must either be certified by a registered professional engineer or meet or exceed the following minimum criteria:
 - (A) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding shall be provided.
 - (B) The bottom of all openings shall be no higher than one foot above grade.
 - (C) Openings may be equipped with screens, louvers, valves, or other coverings or devices; provided that, they permit the automatic entry and exit of flood waters.
 - ii. New and substantially improved structures must be designed (or modified) and adequately anchored to prevent flotation, collapse or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.
 - iii. New and substantially improved structures must be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.
- e. *Factory-Built Homes.*
 - i. Factory-built homes including those placed in existing factory-built home parks or subdivisions shall be anchored to resist flotation, collapse, or lateral movement.
 - ii. Factory-built homes including those placed in existing factory-built home parks or subdivisions shall be elevated on a permanent foundation such that the lowest floor of the structure is a minimum of one foot above the 100-year flood level.
- f. *Utility and sanitary systems.*
 - i. All new and replacement sanitary sewage systems shall be designed to minimize or eliminate infiltration of flood waters into the system as well as the discharge of effluent into flood waters. Wastewater treatment facilities shall be provided with a level of flood protection equal to or greater than one foot above the 100-year flood elevation.
 - ii. On-site waste disposal systems shall be located or designed to avoid impairment to the system or contamination from the system during flooding.
 - iii. New or replacement water supply systems and water supply treatment facilities shall be designed in accordance with Iowa DNR requirements and protected to a level equal to or greater than one foot above the 100-year flood elevation.
 - iv. Utilities such as gas and electrical systems shall be located and constructed to minimize or eliminate flood damage to the system and the risk associated with such flood damaged or impaired systems.
- g. *Flammable Materials and the Like.* Storage of materials and equipment that are flammable, explosive or injurious to human, animal or plant life is prohibited unless elevated a minimum of one foot above the 100-year flood level. Other material and equipment must either be similarly elevated, or:
 - i. Not be subject to major flood damage and be anchored to prevent movement due to flood waters; or
 - ii. Be readily removable from the area within the time available after flood warning.
- h. *Flood Control Structural Works.* Private flood control structural works such as levees, private flood walls and the like shall provide, at a minimum, protection from a 100-year flood with a minimum of three feet of design freeboard and shall provide for adequate interior drainage. In addition, private structural flood control works shall be approved by the state’s Department of Natural Resources.
- i. *Affect.* No use shall affect the capacity or conveyance of the channel or floodway of any tributary to the main stream, drainage ditch or other drainage facility or system.

- j. *Subdivisions.* Subdivisions (including manufactured home parks and subdivisions) shall be consistent with the need to minimize flood damages and shall have adequate drainage provided to reduce exposure to flood damage. Development associated with subdivision proposals shall meet the applicable performance standards. Subdivision proposals shall meet City Standard Specifications in regards to flood protection and storm water conveyance.
- k. *Detached Structures.* The exemption of detached garages, sheds and similar structures from the 100-year flood elevation requirements may result in increased premium rates for insurance coverage of the structure and contents, however, said detached garages, sheds and similar accessory type structures are exempt from the 100-year flood elevation requirements when:
 - i. The structure shall not be used for human habitation;
 - ii. The structure shall be designed to have low flood damage potential;
 - iii. The structure shall be constructed and placed on the building site so as to offer minimum resistance to the flow of flood waters;
 - iv. Structures shall be firmly anchored to prevent flotation which may result in damage to other structures; and
 - v. The structure's service facilities such as electrical and heating equipment shall be elevated or flood-proofed to at least one foot above the 100-year flood level.
- l. *Recreational Vehicles.* Recreation vehicles placed on sites within this district shall either:
 - i. Be on the site for fewer than 180 consecutive days;
 - ii. Be fully licensed and ready for highway use; or
 - iii. Meet the requirements the section.

P. General Floodplain Overlay District.

- 1. *Permitted Uses.* The following uses shall be permitted within the general flood plain subdistrict to the extent they are not prohibited by any other ordinance or underlying zoning district; and provided they meet the applicable performance standards of the General Floodplain District:
 - a. Any uses which involve placement of structures, factory-built homes, fill or other obstructions, storage of materials or equipment, excavation or alteration of a watercourse may be allowed only upon approval by the Floodplain Administrator.
 - b. All such uses shall be reviewed by the Iowa Department of Natural Resources to determine: whether the land involved is either wholly or partly within the floodway or floodway fringe and the base flood elevation. The applicant shall be responsible for providing the Iowa Department of Natural Resources with sufficient technical information to make the determination.
- 2. *Bridges and Culverts.* Whereby the United States Army Corps of Engineers may require review, review by the Iowa Department of Natural Resources is not required for the proposed construction of new or replacement bridges or culverts where:
 - a. the bridge or culvert is located on a stream that drains less than two square miles; and
 - b. the bridge or culvert is not associated with a channel modification that constitutes a channel change as specified in 567-71.2(2), Iowa Administrative Code.
- 3. *Performance Standards.*
 - a. All uses, or portions thereof, to be located in the floodway as determined by the Iowa Department of Natural Resources shall meet the applicable provisions and standards of the Floodway Overlay District.
 - b. All uses, or portions thereof, to be located in the floodway fringe as determined by the Iowa Department of Natural Resources shall meet the applicable standards of the Floodway Fringe Overlay District.

Q. Appeals.

- 1. *Appeals to Board of Adjustment.* Where it is alleged there is an error in any order, requirement, decision, or determination made by an administrative official in the enforcement of this chapter, the aggrieved party may

appeal such action. A request for an appeal shall be filed with the Zoning Administrator and shall set forth the specific reason for the appeal. The official from whom the appeal is taken shall transmit to the Board of Adjustment all the papers constituting the record upon which the action appealed from was taken.

2. *Appeals to the Court.* Any person or persons, jointly or severally, aggrieved by any decision of the Board of Adjustment may present to a court of record a petition, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within 30 days after the filing of the decision in the office of the Board.
- R. **Hearings.** A public hearing is not required by the Board of Adjustment when acting on an appeal.
- S. **Decisions.** The Board shall arrive at a decision on an appeal, within a reasonable time. In passing upon an appeal, the Board may, so long as such action is in conformity with the provisions of this subchapter, reverse or affirm, wholly or in part, or modify the order, requirement, decision or determination appealed from and it shall make its decision, in writing, setting forth the findings of fact and the reasons for its decision.
- T. **Floodplain Administrator Decision Factors.** The Floodplain Administrator shall consider all relevant factors specified in other sections of this Ordinance and:
1. The danger to life and property due to increased flood heights or velocities caused by encroachments.
 2. The danger that materials may be swept onto other lands or downstream to the injury of others.
 3. The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination, and unsanitary conditions.
 4. The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.
 5. The importance of the services provided by the proposed facility to the community.
 6. The requirements of the facility for a flood plain location.
 7. The availability of alternative locations not subject to flooding for the proposed use.
 8. The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.
 9. The relationship of the proposed use to the comprehensive plan and flood plain management program for the area.
 10. The safety of access to the property in times of flood for ordinary and emergency vehicles.
The expected heights, velocity, duration, rate of rise and sediment transport of the flood water expected at the site.
 11. The cost of providing governmental services during and after flood conditions, including maintenance and repair of public utilities (sewer, gas, electrical, and water systems), facilities, streets, and bridges.
 12. Such other factors which are relevant to the purpose of this chapter.
- U. **Conditions.**
1. Upon consideration of the factors listed above, the Floodplain Administrator may attach such conditions to the approval as deemed necessary to further the purpose of this subchapter.
 2. Such conditions may include, but not necessarily be limited to:
 - a. Modification of waste disposal and water supply facilities;
 - b. Limitation on periods of use and operation;
 - c. Imposition of operational controls, sureties, and deed restrictions; and
 - d. Requirements for construction of channel modifications, dikes, levees, and other protective measures; provided, such are approved by the state's Department of Natural Resources and are deemed the only practical alternative to achieving the purposes of this subchapter.
- V. **Flood-proofing Measures.** Floodproofing measures shall be designed consistent with the flood protection elevation for the particular area, flood velocities, durations, rate of rise, hydrostatic and hydrodynamic forces, and other factors associated with the regulatory flood. The Floodplain Administrator shall require that the applicant submit a plan for

document certified by a registered professional engineer or architect that the floodproofing measures are consistent with the regulatory flood protection elevation and associated flood factors for the particular area. Such floodproofing measures may include, but are not necessarily limited to the following:

1. Anchorage to resist flotation and lateral movement.
2. Installation of watertight doors, bulkheads, and shutters, or similar methods of construction.
3. Reinforcement of walls to resist water pressures.
4. Use of paints, membranes, or mortars to reduce seepage of water through walls.
5. Addition of mass or weight structures to resist flotation.
6. Installation of pumps to lower water levels in structures.
7. Construction of water supply and waste treatment systems so as to prevent the entrance of flood waters.
8. Pumping facilities or comparable practices for subsurface drainage systems for building to relieve external foundation wall and basement flood pressures.
9. Construction to resist rupture or collapse caused by water pressure or floating debris.
10. Installation of valves or controls on sanitary and storm drains which will permit the drains to be closed to prevent backup of sewage and stormwaters into the buildings or structures.
11. Location of all electrical equipment, circuits, and installed electrical appliances in a manner that will assure they are not subject to flooding.

W. **Penalties for Violations.** Violations of the provisions of this Article or failure to comply with any of the requirements shall be considered a municipal infraction punishable by civil penalty provided in [Section 10.999 of the Marshalltown Code of Ordinances](#).

X. **Amendments.** The regulations, restrictions and boundaries set forth in this chapter may from time to time be amended, supplemented, changed, or repealed as provided in Sections 414.4, 414.5, and 414.21, Code of Iowa, 1977 as amended. No amendment, supplement, change, or modification to this chapter shall be undertaken without prior approval from the Iowa Department of Natural Resources.

Section 156.C.007, Accessory Uses and Structures

A. **Purpose.** The purpose of this Section is to authorize certain uses of property that are incidental to, and customarily associated with, the principal use, which require standards to manage impacts on the principal and adjacent uses.

B. **Applicability.**

1. *Establishment.* Accessory uses and structures may only be established or constructed if they meet the standards of this Section and all other applicable standards of this Zoning Ordinance. These standards apply when:
 - a. *Establishment or Construction.* An accessory use or structure is established or constructed;
 - b. *Structure Expansion.* An existing accessory structure is expanded by more than 10 percent of its gross floor area; and
 - c. *Use Expansion.* There is an expansion of the accessory use to or within an existing building, in an outdoor area devoted to the use, or a combination thereof.
2. *Unlisted Accessory Uses.* Refer to [Section 156.C.010, New and Unlisted Uses](#), as the same means of interpretation apply to accessory uses as apply to principal uses.

C. **Standards that Apply to All Accessory Uses and Structures.**

1. *Use.* An accessory use or structure may be established provided that it is associated with a primary use permitted in [Section 156.C.003, Use Table](#) and the associated Use Category definitions in [Section 156.M.002, Definitions](#), and that it complies with the standards of this Section. No accessory structure may be used unless the primary structure also is being used.
2. *Subordinate.*
 - a. An accessory use or structure shall be subordinate to and serve a principal use or structure.

- b. A non-agricultural accessory structure shall be subordinate in height and gross floor area to the principal structure.
 3. *Commercial Use.* Accessory structures located on residentially zoned or used property shall not be used for commercial purposes other than home occupations that comply with this Section.
 4. *Timing of Construction.* No detached accessory structure shall be constructed until the construction of the rafters, or general equivalent, of the primary structure has commenced.
 5. *Same Property and Ownership.* An accessory use or structure shall be located on the same property and shall be under the same ownership as that of the principal use or structure served.
 6. *Separation.* No accessory structure shall be located closer than five feet to any other structure.
 7. *Setbacks.* Accessory structures shall comply with the front, side street, and side setback standards for the primary structure established in [Article B, District Development Standards](#). Detached accessory structures have a minimum rear setback of 10 feet and attached accessory structures shall comply with the rear setback that applies to the primary structure.
 8. *Height.* The maximum height for a residential or nonresidential accessory structure is 18 feet, unless specified within this Section.
 9. *Easements.* Accessory structures permanently affixed to the ground shall not encroach into an easement.
 10. *Compatibility.* Accessory buildings (in excess of 120 square feet) shall be designed to be compatible with the surrounding neighborhood and shall use building materials as set forth in [Section 156.D.002, General Requirements](#).
- D. Decks and Patio.**
1. Front yard decks and patios may extend into the required front yard setback ten additional feet.
 2. Rear and side yard decks must comply with the setbacks listed in their respective district.
 3. Fences and screening for decks, patios, pools and other structures on the interior of the yard shall not exceed six feet above the floor or ground level of said structure; provided, they are attached or directly adjacent to the primary building on the lot and meet the underlying primary building setbacks.
- E. Residential Accessory Uses and Structures.** Residential accessory uses and structures include dwelling units, sheds for the storage of household items and equipment, garages, pergolas, and similar structures. Except as provided in the standards of this subsection, the following standards shall apply to residential accessory uses and structures:
1. *Location.*
 - a. No accessory building or part thereof shall be located in the front yard.
 - b. Any accessory building that is not a part of the main building shall be located not less than five feet from any portion of the main building or any other structure on the lot (not including fences).
 2. *Front Setbacks.* Accessory structures shall comply with the front setback standards for the principal structure established in [Section 156.B.004, Residential District Development Standards](#).
 3. *Dimensional Requirements.* Residential accessory uses and structures shall comply with the dimensional requirements established in [Table 156.C.007-1, Accessory Structure Dimensional Requirements](#), below.
 4. *Side Yard Setback.* Any accessory building located entirely or in part in a side yard shall be erected in conformity with the side yard regulations of the zoning district in which the building is located. On a corner lot in any dwelling district, the width of the yard along the side street line shall not be less than one-half of the depth of the front yard.
 5. *Rear Lot Line.* Where the rear lot line of a corner lot is the side lot line of the adjoining lot, the side yard regulations of the district shall apply to the location of the accessory building.
 6. *Attached Structures.* Attached accessory structures, such as attached garages, shall comply with the setbacks of the principal structure.
 7. *Storage.* Semi-trailers and shipping containers shall not be used for storage in residential zoning districts.

Table 156.C.007-1, Accessory Structure Dimensional Requirements

Housing Type	Lot Size	Max. Footprint ¹	Maximum Floor Area	Minimum Setback ²	Max. Wall Height	Max. Structure Height
Single-Family and Duplex Residencies	0.5 acre or less	30%	1,000 s.f.	5 ft.	10 ft.	15 ft.
	0.5 - 1 acre	30%	1,600 s.f.	5 ft.	12 ft.	15 ft.
	1 - 5 acres	30%	3,000 s.f.	5 ft.	12 ft.	20 ft.
	5 acres or more	30% plus	5,000 s.f. plus 1,000 s.f. per acre over 5 acres not to exceed 10,000 s.f.	10 ft.	14 ft.	20 ft.
Multi-family Residencies (Multiplex, Townhouse, Apartment)	Any Size	30%	300 s.f. per unit	10 ft.	10 ft.	15 ft.

TABLE NOTES:

¹Calculated as a percentage of the permitted rear yard.

²Minimum setback from property lines when structure located entirely in the rear yard. Refer to 156.C.007.E for setback on corner lots.

F. **Accessory Dwelling Units (ADUs).** Accessory dwelling units shall be permitted in all residential zoning districts as an accessory use to single-family detached on lots greater than or equal to 15,000 square feet, or the single-family attached housing type in the Mixed-Use (MU) and Urban Core (UC) zoning districts, subject to the following standards:

9. *ADU Types.* There are two types of ADUs:

- c. Integrated ADUs; and
- d. Detached ADUs.

10. *Integrated ADUs.*

- a. Integrated ADUs are located within a permitted building and shall comply with the building placement standards for the permitted and associated principal building type.
- b. Integrated ADUs may be established by dividing space within a principal building (See (A) in Figure 156.C.007-1, below), or by adding floor area to an existing building (See (B), below). Integrated ADUs may be accessed from within the principal building or from outside, according to the standards of this Section.
- c. Integrated ADUs appearance:
 - i. Integrated ADUs shall not involve design modifications to the exterior of the principal building that make their presence obvious.
 - ii. Where exterior doors provide direct access to the integrated unit, such doors shall be designed, located, and configured in a manner that is typical for secondary access to a residential dwelling (e.g. side doors, French doors, etc.).
 - iii. Any exterior stairs that would serve as the primary entrance to the ADU shall be located on the side or rear of the principal structure and are prohibited from being located on the front of the principal structure.
 - iv. If a principal building is expanded to accommodate an integrated ADU, the expansion shall be designed in a manner that is comparable to the principal building.

- v. Only one entrance may be located on the front facade of the principal building facing the street unless the building contained additional front entrances prior to the ADU's construction.

11. *Detached ADUs.*

- a. Detached ADUs are dwelling units that are located inside of an accessory structure, such as a detached residential garage (See (C) in Figure 156.C.007-1, below) or detached structure (D).
- b. Where an improved alley adjacent to the lot exists, vehicular access to the ADU shall take place from the alley.
- c. Generally, access to second-floor units shall be from internal stairs. External stairs may be permitted where they are not located parallel to an interior side property line or where the Administrator determines that screening features are in place to protect the privacy of an adjacent lot's side yard.
- d. In the RL, RM, RH, and in the Single-Family Attached building type in the Mixed-Use (MU) zoning districts, where a detached ADU is proposed, the owner of the subject property shall live in either the principal residence or the ADU.
- e. *Prohibited Locations.* ADUs may not be established within manufactured homes or structures and vehicles that do not have a permanent foundation, including, but not limited to recreational vehicles, travel trailers, or campers.
- f. *Maximum Floor Area of the ADU.*
 - i. *Measurement.* The floor area is measured as the area within the ADU itself and does not include areas of an accessory building that are used for other purposes, such as a detached garage or a workshop that is not incorporated into the ADU.
 - ii. *Standard.* The floor area of an ADU shall not exceed 50 percent of the total square footage of the principal residential building to which it is accessory, or 1,000 square feet, whichever is less.
- g. *Required Parking for ADUs.* In the RL, RM, and RH districts, in addition to the parking requirements for the principal residential use set out in Section 156.E.004, *Required Off-Street Parking*, one off-street parking space for the ADU shall be provided.

Figure 156.C.007-1
Accessory Dwelling Unit Types



G. **Additional Standards for Specific Accessory Uses or Structures.**

- 1 *Home-Based Business.*
 - a. *Permitted Home-Based Businesses.* All no-impact home-based businesses are permitted.
 - b. *Prohibited Home-Based Businesses.* The following home-based businesses are considered prohibited:
 - i. Animal hospitals;
 - ii. Private clubs;
 - iii. Restaurants;
 - iv. Stables and kennels;
 - v. Automobile repair or auto body shops. More than two vehicles per year that are not registered at the residence and are rebuilt, repaired, or reconstructed shall constitute an automobile repair or auto body shop;
 - vi. Automobile paint shop;
 - vii. Any occupation which is considered illegal by law; and
 - viii. Any use which does not meet the standards in subsection (e), below.
 - c. *Home-Based Businesses Other Than Listed Above.* Any home-based business which is not considered “permitted” or “prohibited” shall use and abide by the special use process as described in Subsec. [156.J.005.1](#), *Special Use Permit*, with the exception of a review by the Plan & Zoning Commission. A special fee for a special use permit for a home-based business shall be set by resolution. The Board of Adjustment shall review the home-based business in regards to the standards listed in subsection (e), below. The Board shall take into account concerns by neighbors and the possible negative impacts to the residential character of the neighborhood. The Board may place any restrictions on the home-based business and the Board shall be critical when evaluating requests for additional employees.
 - d. *Standards for All Home-Based Businesses.*
 - i. *Area Limitation.* The occupation may not exceed 25 percent of the gross floor area of the principal dwelling.
 - ii. *Safety.* The occupation may not be more dangerous to life, personal safety, or property than any other activity ordinarily carried on with respect to a dwelling used solely for residential purposes.
 - iii. *Non-compliance.* Any home-occupation which does not abide by the terms of this section shall be punishable under [Article L](#), *Enforcement and Remedies*.
 - iv. *Modifications or Additions.* Structural modifications or additions to the residence for the expansion of a home-based business shall be constructed to be compatible with the primary structure and remain residential in appearance.
 - v. *Traffic and Parking.* Traffic generated by the home-based business shall not be objectionable to the neighboring residents. Off-street parking shall be adequate to accommodate the parking demand generated by the home-based business.
 - vi. *Deliveries.* The occupation shall not require the delivery or shipment of materials, merchandise, goods, or equipment by other than passenger motor vehicles, one-ton step-up vans, or similar-sized trucks that are less than 10 tons gross vehicle weight.
 - vii. *Equipment.* Any merchandise or stock in trade sold, repaired or displayed shall be stored entirely within the residential structure or in an accessory building.
 - viii. *Signs.* Any sign utilized by a home-based businesses in an residential district shall be limited to one building-mounted sign which shall not exceed one square foot in area.
 - ix. *Residential Character.* The building or premises occupied shall not be rendered objectionable or detrimental to the residential character of the neighborhood due to exterior appearance or by the emission of dust, gas, noise, odor or smoke, or in any other way.
 - x. *Residential Design Features.* The building shall include no features of design not customary for residential use.

- xi. *No Exterior Display.* No use shall indicate from the exterior any display that the building is being used in part for any purpose other than that of a dwelling, with the exception of permitted signage.
 - e. *Existing Home-Based Businesses.* Existing home-based businesses that are in conformance at the time of adoption of this chapter shall remain in conformance. If an existing business is vacated, any new business must meet current regulations.
- 3. *Solar Panel Array (Small-Scale).*
 - a. *Ground-Mounted Solar Panels.* Ground-mounted solar panels shall be:
 - i. Located in the interior side or rear yard and screened from adjacent residential property and all public rights-of-way with Type B bufferyard (see [Section 156.F.004, Buffering](#)); and
 - ii. Set back from lot lines as if they were detached accessory buildings if the highest point on the panels is more than six feet above grade.
 - b. *Roof-Mounted Arrays.* Roof-mounted solar panels may be located on principal and accessory buildings.
 - i. A roof-mounted array on a pitched roof may not extend more than 12 inches above the roof surface if the roof is visible from the public right-of-way or from a residential property, nor may it extend more than 12 inches beyond any edge of the roof;
 - ii. Where an array is placed atop a flat roof, it may not extend more than five feet above the roof and shall be screened from the public right-of-way with the building's façade parapet or similar mechanism;
 - iii. Installed roof-mounted arrays shall meet the International Building Code standards for wind loads; and
 - iv. A roof-mounted solar panel array that cannot meet these placement standards requires a Special Use Permit.
- 4. *Small Wind Energy Conversion System (SWECS).*
 - a. *General Regulations.*
 - i. *Other Permits Required.* The owner/operator of the SWECS shall also obtain any other permits required by other federal, state, and local agencies/departments prior to constructing the system.
 - ii. *Number of Systems Per Lot.*
 - (A) No more than one freestanding SWECS may be placed on any parcel or lot for residential use. Building-mounted SWECS are prohibited on any parcel or lot containing a single-family detached or attached use.
 - (B) No more than one freestanding SWECS may be placed on any parcel or lot with a non-residential use that is taller than the tallest existing principal building located on the parcel or lot. Additional freestanding SWECS which conform to setback requirements contained in this Subsection and which are no taller than the tallest existing principal building located on the parcel or lot may be allowed. Additional building-mounted SWECS may be allowed within the parameters of this Section.
 - (C) Any mixed-use building shall be considered a non-residential use for the purposes of this Subsection.
 - iii. *Tower.* Only monopole towers may be permitted for freestanding SWECS. Lattice, guyed or towers of any other type may not be considered to be in compliance with this Subsection. SWECS towers shall be utilized for the sole purpose of supporting wind energy conversion systems. No other uses may be permitted on SWECS towers.
 - iv. *Color.* Freestanding SWECS shall be a neutral color such as white, sky blue, or light gray. Building-mounted SWECS shall match the color of the building on which it is mounted. Other colors may be allowed at the discretion of the Board of Adjustment. The surface shall be non-reflective.
 - v. *Lighting.* No lights may be installed on the tower, unless required to meet FAA regulations.

- vi. *Signage.* No signage or advertising of any kind may be permitted on the tower or any associated structures.
- vii. *Climbing Apparatus.* The tower shall be designed to prevent climbing within the first 10 feet.
- viii. *Maintenance.* Facilities shall be well-maintained in accordance with manufacturer's specifications and shall remain in an operational condition that poses no potential safety hazard nor is in violation of any provisions contained within this Subsection or elsewhere within this Zoning Ordinance.
- ix. *Displacement of Parking Prohibited.* The location of the SWECS shall not result in the net loss of required parking as set out in [Section 156.E.004, Required Off-Street Parking](#).
- x. *Utility Notification.* The City will notify the utility of receipt of an application to install an interconnected customer-owned generator. Off-grid systems are exempt from this notification requirement.
- xi. *Interconnection.* If connected to the grid, the SWECS shall meet the requirements for interconnection and operation as set forth by the utility and the Iowa Utilities Board. No permit of any kind may be issued until the City of Marshalltown has been provided with a copy of an executed interconnection agreement. Off-grid systems are exempt from this requirement.
- xii. *Restriction on Use of Electricity Generated.* A SWECS shall be used exclusively to supply electrical power to the owner for on-site consumption, except that excess electrical power generated by the SWECS and not presently needed for use by the owner may be used by the utility company in accordance with Section 199, Chapter 15.11(5) of the Iowa Administrative Code, as may be subsequently amended.
- xiii. *Shadow Flicker.* No SWECS may be installed and operated so to cause a shadow flicker to fall on or in any existing residential structure.
- xiv. *Safety Controls.* Each SWECS shall be equipped with both an automatic and manual braking, governing, or feathering system to prevent uncontrolled rotation, over-speeding, and excessive pressure on the tower structure, rotor blades, or turbine components. Said automatic braking system shall also be capable of stopping turbine rotation in the event of a power outage so as to prevent back feeding of the grid.
- xv. *Noise.* All SWES shall not emit more than 60 dB in residential zones and 75 dB in any other zone. This shall be proven through provided engineered specification.
- xvi. *Shut Off.* A clearly marked and easily accessible shut off for the wind turbine will be required as determined by the Building Official of the City of Marshalltown.
- xvii. *Electromagnetic Interference.* All SWECS shall be designed and constructed so as not to cause radio and television interference. If it is determined that the SWECS is causing electromagnetic interference, the owner/operator shall take the necessary corrective action to eliminate this interference including relocation or removal of the facilities, subject to the approval of the City of Marshalltown. A permit granting a SWECS may be revoked if electromagnetic interference from the SWECS becomes evident.
- xviii. *Wind Access Easements.* The enactment of this Subsection does not constitute the granting of an easement by the City of Marshalltown. The SWECS owner/operator shall have the sole responsibility to acquire any covenants, easements, or similar documentation to assure and/or protect access to sufficient wind as may or may not be necessary to operate the SWECS.
- xix. *Engineer Certification.* Applications for any freestanding or building-mounted SWECS shall be accompanied by standard drawings of the wind turbine support structure, including the tower, base, and footings, or existing structure if applicable. An engineering analysis of all components of the SWECS showing compliance with the applicable regulations and certified by an Iowa licensed professional engineer shall also be submitted.

- xx. *Installation.* Installation shall be done according to manufacturer's recommendations. All wiring and electrical work shall be completed according to the applicable building and electric codes. All electrical components shall meet code recognized test standards.
- xxi. *Removal.* If a site, or any wind turbine, is not used for a period of one year or is in a state of disrepair as determined by the Zoning Administrator, it shall be the duty and obligation of the party then in possession and control of the site to have the unused structure completely dismantled and removed from the site.
- xxii. *Right of Entrance.* As a condition of approval of a Special Use Permit, an applicant seeking to install SWECS is required to sign a petition and waiver agreement which shall be recorded and run with the land granting permission to the City of Marshalltown to enter the property to remove the SWECS pursuant to the terms of approval and to assure compliance with the other conditions set forth in the permit. Removal will be at the expense of the owner/operator and the cost may be assessed against the property.
- xxiii. *Feasibility Study.* A feasibility study shall be made of any site prior to installing a wind turbine. The feasibility study shall include measuring actual wind speeds at the proposed turbine site for at least three months.
- b. *Bulk Regulations.*
 - i. *Setbacks.* The minimum distance between any freestanding SWECS and any property line shall be a distance that is equivalent to:
 - (A) 150 percent of the total system height for towers up to 65 feet in height.
 - (B) 200 percent of the total system height for towers that are 65 feet and up to 80 feet in height.
 - (C) 250 percent of the total system height for towers that are 80 feet and up to 100 feet in height.
 - (D) 300 percent of the total system height for towers that are 100 feet and taller in height.
 - (E) The setback shall be measured from the property line to the point of the SWECS closest to the property line.
 - (F) The required setback for any building-mounted SWECS shall be equal to the required setback of the principal building to which the SWECS is to be attached at such time that the application to install a building-mounted SWECS is received by the City of Marshalltown.
- c. *Maximum Height.* Height is measured from the ground to the top of the tower, including the wind turbine generator and blades.
 - i. For lots of more than three and fewer than five acres, the maximum height shall be 65 feet.
 - ii. For lots of five and up to 40 acres, the maximum height shall be 80 feet.
 - iii. For lots of 40 acres and up to 100 acres, the maximum height shall be 100 feet.
 - iv. For lots that are 100 acres and larger, the maximum height shall be 140 feet.
 - v. Building-mounted SWECS may be a maximum of 10 feet higher than the point of attachment to the building on which they are attached.
- d. *Minimum Lot Size.*
 - i. The minimum lot size for a freestanding SWECS is three acres.
 - ii. The minimum lot size for a building-mounted SWECS is one acre for any building of less than five stories in height.
 - iii. There is no minimum lot size for building-mounted SWECS to be mounted on buildings of five or more stories in height.
- e. *Blade Length.* The length of each individual blade may not exceed 50 percent of the height of the tower.
- f. *Clearance of Blade.* No portion of a horizontal axis SWECS blade may extend within 30 feet of the ground. No portion of a vertical axis SWECS may extend within 10 feet of the ground. No blades may

extend over parking areas, driveways or sidewalks. No blade may extend within 20 feet of the nearest tree, structure or above ground utility facilities.

- g. *Location.* No SWECS shall be located less than 50 feet from any other SWECS.
 - i. No part of a SWECS may be located within or over drainage, utility or other established easements.
 - ii. A freestanding SWECS shall be located entirely in the rear yard for residential uses. For a freestanding SWECS for all other uses, the location shall be appropriate to the property and setting and shall be determined through the Special Use Permit and site plan review process.
 - iii. A SWECS shall be located in compliance with the guidelines of applicable Federal Aviation Administration (FAA) regulations as amended from time to time.
 - iv. No SWECS may be constructed so that any part thereof can extend within 20 feet laterally of an overhead electrical power line (excluding secondary electrical service lines or service drops). The setback from underground electric distribution lines shall be at least five feet.
 - v. Building-mounted SWECS are prohibited unless the owner has obtained a written analysis from an Iowa licensed structural engineer determining that installation of a SWECS will not cause damage to the structure and that the SWECS can be securely fastened so as to not pose a hazard caused by detaching from the structure.

Section 156.C.008, Temporary Uses and Structures

A. Purpose.

1. These regulations are intended to establish criteria and standards under which limited duration temporary uses may be conducted in commercial districts. These regulations apply to temporary structures used in conjunction with a temporary use.
2. The intent is to prevent the creation of any nuisance to the occupants of adjacent buildings, premises or property and the general public.

B. Applicability.

1. *Permit Required.* A temporary use permit shall be required, as established in [Subsec. 156.J.004.8, Temporary Use Permit](#), to establish a temporary use and is subject to administrative approval depending on the conformance of the application with the requirements of this Section.
2. *Listed Uses.* Any temporary use that this Section does not allow, or that the Zoning Administrator determines to be substantially similar to those not allowed, is prohibited.
3. *Unlisted Uses.* The Zoning Administrator may interpret unlisted uses as requiring a Temporary Use Permit based on the provisions of [Section 156.C.010, New and Unlisted Uses](#).

C. Short-term and Long-term Temporary Uses.

1. *Short-Term Temporary Use.* A short-term use shall be defined as a use with a maximum duration of seven consecutive days or less. A short-term temporary use does not require a temporary use permit.
2. *Long-Term Temporary Use.* A long-term use shall be defined as a use with duration of more than seven consecutive days or more than seven days in within any month. A temporary use permit will only be required for a long-term temporary use.

D. Application and Permit Processing. A temporary use permit shall be required for all temporary structures used in conjunction with a long-term temporary use. A temporary use permit must be issued prior to the commencement of any temporary use. The Zoning Administrator may, from time to time, specify the form of the temporary use permit application. Applications for temporary use permits shall be secured from the Zoning Administrator in the manner prescribed by this chapter, who shall cause the application to be directed to all concerned city departments. Affected departments shall comment on the application. Temporary uses may be subject to additional permits or inspections as required by any applicable law or regulation.

E. Evaluation of Temporary Use Permit Application. The Zoning Administrator shall only consider an application for a temporary use permit if all of the following criteria can be met:

1. The temporary use is consistent with all Comprehensive Plan, the code of ordinances of the city, this Zoning Ordinance, as amended, and city and state regulations.
 2. The temporary use complies with all applicable codes.
 3. The temporary use will be compatible with adjacent uses and will not adversely affect the surrounding neighborhood by means or odor, noise, dust or another nuisance.
 4. Temporary uses shall only be allowed in MU, UC, GC, and GI zoning districts.
 5. The additional parking required by the temporary use will be provided on-site, if applicable, or adequate street parking is available in the immediate area.
 6. Increased traffic caused by the temporary use will not adversely affect the surrounding neighborhood or city at large.
 7. The temporary use shall be limited to parking lots of already established businesses. A temporary use is not allowed on an empty lot.
 8. All sites shall be completely cleaned of debris and temporary structures including, but not limited to, trash receptacles, signs, stands, poles, electric wiring or any other fixtures and appurtenances or equipment connected therewith, within five days after the termination of the temporary use.
 9. The property owner shall be responsible to assure adequate cleanup of uses involving the construction of placement of temporary structures.
 10. Permanent sanitary facilities shall be made available to all employees and attendants of the use during its operational hours.
 11. There shall be no discharge of wastewater or hazardous materials. The applicant must indicate how any such discharge will be contained and disposed of.
 12. No area of public right-of-way may be used without obtaining approval from the Zoning Administrator, Police Chief, Fire Chief, and Director of Public Works.
 13. A signed lease agreement between the property owner and the applicant, for the property on which the activity is to take place.
 14. Proof of insurance, the owner or operator must provide a certificate of insurance as evidence of comprehensive general liability insurance by an insurance company licensed to do business in the state.
 15. All temporary structures shall conform to the zoning setback requirements unless stated otherwise in the chapter.
 16. Multiple concurrent temporary uses on the same zoning lot shall be prohibited.
 17. No detached or freestanding sign shall be permitted. The maximum amount allowed for a wall sign shall be based upon one square foot of sign for each foot of length on the longest side of the structure. All other provisions of the sign code shall apply.
 18. Electrical service shall be provided as required by the City Electrician.
 19. Long-term temporary uses shall only be allowed for a maximum of 180 days per calendar year.
- F. **Uses Permitted with a Temporary Use Permit.** Any temporary structure used in conjunction with a temporary use must apply for a temporary use permit. Temporary uses include, but are not limited to, the retail sales of goods and services.
- G. **Specific Temporary Use Standards.**
1. *Portable-Storage Unit.*
 - a. The unit shall be on the same property as the use requiring the service of the unit or container;
 - b. The unit shall not encroach into setbacks or sidewalks;
 - c. The unit shall be located on an all-weather surface; and
 - d. The unit shall be permitted for up to 180 calendar days per year; and
 - e. The unit shall be removed upon project completion.

- H. **Conditions of Approval.** The Zoning Administrator may impose such conditions on a temporary use permit as is necessary to meet the purpose of this chapter and protect the public health, safety and welfare and adjacent uses. Conditions which may be imposed may include, but are not limited to:
1. Setback and open space requirements;
 2. Parking;
 3. Fences, walls or other screening;
 4. Signage;
 5. Vehicular and pedestrian ingress and egress;
 6. Property maintenance during course of the activity;
 7. Control of illumination, noise, odor, vibration or other nuisances;
 8. Hours of operations; and
 9. Other conditions as determined by the Zoning Administrator.
- I. **Fees.**
1. The application fee for a temporary use permit shall be set by resolution. In addition, all grounds shall be cleaned after the temporary use is complete.
 2. This shall include proper disposal of all garbage and debris and replacement of any moved structure or fence.
 3. Improper cleanup may be grounds for non-issuance of further temporary use permits.

Section 156.C.009, Wireless Communications Facilities

- A. **Purpose.** The purpose of this Section is to regulate wireless telecommunications facilities as defined in [Section 156.M.002, Definitions](#). This Section provides opportunities to supply wireless telecommunications services in the City with minimal negative impact to the community while respecting both residential, mixed-use, and commercial neighborhoods.
- B. **Applicability.**
1. *All Facilities.* This Section applies to all wireless communications facilities.
 2. *Airport Zoning Protected.* The provisions of this Section shall not be deemed to prohibit administration and enforcement of airport zoning for the protection of navigable airspace, pursuant to [Iowa Code Chapter 329](#), by a municipality, airport, or aviation authority.
- C. **Existing Towers.** Legally existing wireless communication towers are deemed as equivalent to sites that are approved pursuant to the provisions set out in this Zoning Ordinance.
- D. **Permitted By Right.** The following facilities are permitted by right:
1. *Stealth Wireless Communication Antennas.* New antennas on existing structures (including, but not limited to, flag poles, buildings, water towers, light poles, electric towers, church steeples, or silos) do not require a Special Use Permit, but may require an electrical or Building Permit.
 2. *Co-Located Antennas.* New antennas being placed on existing wireless support structures with a valid special use permit do not require a Special Use Permit, but may require an electrical or building permit.
 3. *Small Cell Facility.* Small cell wireless facilities shall be sited and reviewed in accordance with [Iowa Code Chapter 8C, Iowa Cell Siting Act](#).
- E. **Permitted Wireless Telecommunication Facilities by District.** Table 156.C.009-1, Permitted Wireless Telecommunications Facilities by District, shows which Wireless Telecommunication Facility types are allowed in each grouping of districts and provides a cross-reference to specific standards in this Section for each type.

Table 156.C.009-1
Permitted Wireless Telecommunications Facilities by District

Type of Wireless Telecommunication Facility	AG, RR, RL, RM, RH,	MU, UC, GC, PI, REC	GI	Standards ¹
Small Cell	P	P	P	F.2
Concealed	S	P	P	F.3
Industrial Microcells, Distributed Antenna Systems (DAS), Macrocells, and Similar Facilities	S	P	P	F.4
Freestanding Tower	--	S	P	F.5
Those not Permitted by, or not Meeting the Requirements of this Section	--	S	S	F.6

Notes:

1. The standards of Subsection F.1,

Generally

, apply to all districts and facilities.

P = Permitted; S = Special Use Permit; -- = Prohibited

F. Standards.

1. *Generally.* The following standards shall apply to all wireless telecommunications facilities:
 - a. *Tower Design.* Support structures shall be designed to collapse upon themselves or to collapse within the smallest possible area should structural failure occur. The applicant shall submit written certification and supporting documentation from a structural engineer to this effect.
 - b. *Screening.* Equipment cabinets and related structures or equipment not located within central communications hubs shall be screened or camouflaged and if not collocated shall meet the requirements for accessory buildings per [Section 156.C.007, Accessory Uses and Structures](#). Central communications hubs shall be considered principal buildings and shall meet the minimum setback regulations and maximum height restrictions of the district in which they are located or as may be more strictly conditioned and approved by the Board of Adjustment.
 - c. *Lighting.* Telecommunication towers shall only be illuminated as required by the Federal Communication Commission (FCC) and/or the Federal Aviation Administration (FAA). Security lighting around the base of a tower must be shielded so that no light is directed towards adjacent properties or rights-of-way.
 - d. *Advertising.* No advertising of any type may be placed on the facility.
2. *Small Cell.*
 - a. Other than associated equipment cabinets and other equipment that may be located on the ground, such facilities shall be collocated.
 - b. The height of such equipment shall not increase the height of the utilized support structure by more than five feet.
 - c. All collocated equipment shall be camouflaged.
3. *Concealed.*
 - a. Unless collocated, minimum setback regulations shall be controlled by the district in which it is located or as may be more strictly conditioned and approved by the Board of Adjustment.
 - b. The height of such facilities may exceed the maximum height regulation of the district in which it is located but shall be limited to the height specified in the Special Use Permit application or as may be more strictly conditioned and approved by the Board of Adjustment.
4. *Industrial Microcells, Distributed Antenna Systems (DAS), Macrocells, and Similar Facilities.*
 - a. Other than associated equipment cabinets and other equipment that may be located on the ground, such facilities shall be collocated.

- b. The height of such equipment shall not increase the height of the utilized support structure by more than five feet.
- c. All collocated equipment shall be camouflaged.

5. *Freestanding Tower.*

- a. Facilities shall not exceed 200 feet in height.
- b. Support structures shall meet the minimum setback regulations of the GI district.
- c. Telecommunications towers shall be designed for more than one accommodation.
- d. Support structures shall be designed to collapse upon themselves or to collapse within the smallest possible area should a structural failure occur. The applicant shall submit a written certification and supporting documentation from a structural engineer to this effect.
- e. Equipment cabinets and related structures or equipment not located within central communications hubs shall be screened or camouflaged and shall meet the requirements for accessory buildings per [Section 156.C.007, Accessory Uses and Structures](#). Central communications hubs shall meet the minimum setback regulations and maximum height restrictions of the GI district.

6. *Those not Permitted by, or not Meeting the Requirements of this Section.*

- a. All regulating details of the facility (i.e. type, height, setbacks, etc.) shall be as specified in the Special Use Permit application or as may be more strictly conditioned and approved by the Board of Adjustment.
- b. If installing a telecommunications tower, it shall be designed for more than one accommodation.
- c. Support structures shall be designed to collapse upon themselves or to collapse within the smallest possible area should a structural failure occur. The applicant shall submit a written certification and supporting documentation from a structural engineer to this effect.

G. *Maintenance and Enforcement.*

- 1. *Maintenance.* All required screening, landscaping, camouflaging, concealment mechanisms, and other features shall be maintained, repaired, or replaced.
- 2. *Enforcement.* Enforcement and penalties due to violations of any section of this article Section shall be as otherwise stated in this title [Article L, Enforcement and Remedies](#).

H. *Removal of Defective or Abandoned Facilities.*

- 1. *Repair or Removal.* Any component of a wireless telecommunications facility that is found to be defective or unsafe shall be repaired immediately by the owner or operator to comply with federal, state, and local safety standards or removed within 30 days upon receipt of written notice.
- 2. *Abandonment.* A tower that is not used for a period of 12 consecutive months, or that has not been inspected pursuant to Subsection I, *Inspections*, below, shall be considered abandoned, and the owner shall remove the tower from the property within 90 days of receipt of notice from the Zoning Administrator. An abandoned tower that is not removed within the 90-day period is a public nuisance, and the City shall take actions to abate the nuisance by removal and assess the costs thereof to the property.

I. *Inspections.* Telecommunication towers shall be inspected by a qualified tower inspection service once every 36 months by the owner, operator, or a representative to assess the structural condition of the tower and support equipment. An inspection report shall be prepared and filed with the Zoning Administrator upon request. The required report shall certify that the tower continues to meet or exceed the current published EIA/TIA structural standards and is in sound and safe operating condition.

J. *Utilization of [Section 6409 Wireless Facilities Deployment of the Spectrum Act](#) being part of the Middle-Class Tax Relief and Job Creation Act of 2012.*

- 1. *Applicable Facilities.* The permissions granted by the Spectrum Act Section 6409 Wireless Facilities Deployment (Section 6409) shall be applicable only to wireless telecommunications facilities deemed to be an eligible facility in existence prior to the original enactment of this Section. Modifications shall not substantially change eligible facilities.
- 2. *Required Information.*

- a. To make modifications to a wireless telecommunications facility per the permissions of Section 6409, the property owner shall submit the following information:
 - i. Name, address, telephone numbers, and email addresses of the property owner, the applicant, and the owner of the facility proposed for modification;
 - ii. Evidence that the wireless telecommunications facility is an eligible facility that existed prior to **[INSERT DATE OF THE ORIGINAL ENACTMENT OF THIS SECTION]**;
 - iii. Location map and elevation drawings of the existing facility and the proposed modifications prepared and certified by a professional engineer;
 - iv. All existing equipment from all providers and, if applicable, all equipment owned and operated by railroad companies (The information provided for the existing eligible facility may be used as the baseline of facts regarding the site's characteristics if it is the facility's first utilization of Section 6409 and shall be used to prevent abuse of the legislation); and
 - v. A letter describing the request.
- b. The letter, and additional application submissions as required above, shall clearly demonstrate the proposed modification would not substantially change the existing eligible facility. Substantial changes are made if any one of the following occurs:
 - i. For towers outside of public rights-of-way, it increases the height by more than 20 feet or 10 percent, whichever is greater; for those towers in the rights-of-way and for all wireless telecommunication facilities, it increases the height of the facility by more than 10 percent or 10 feet, whichever is greater;
 - ii. For towers outside of public rights-of-way, it protrudes from the edge of the tower more than 20 feet, or more than the width of the tower structure at the level of the appurtenance, whichever is greater; for those towers in the rights-of-way and for all wireless telecommunications facilities, it protrudes from the edge of the support structure more than six feet;
 - iii. It involves installation of more than the standard number of new equipment cabinets for the technology involved, but not to exceed four cabinets;
 - iv. It entails any excavation or deployment outside the current site of the wireless telecommunications facility;
 - v. It would defeat the existing concealment elements of the wireless telecommunications facility; or
 - vi. It does not comply with conditions associated with the prior approval of the tower or base station unless the non-compliance is due to an increase in height, increase in width, addition of cabinets, or new excavation that does not exceed the corresponding "substantial change" thresholds.

Section 156.C.010, New and Unlisted Uses

- A. **Use Categories.** Each of the use categories and specific uses listed in Table [156.C.003-1, Use Table](#), are defined in [Section 156.M.002, Definitions](#). The Zoning Administrator may authorize a use that is not listed if the proposed use fits within a defined use category or is functionally the same as a permitted, limited, or special use.
- B. **If Not Authorized Then Prohibited.** If the Zoning Administrator determines that a proposed use does not fit within a given use category and is not functionally the same as a permitted, limited, or special use, then the use is a prohibited use.
- C. **Decision Criteria.** In making such determinations, the Zoning Administrator may consider but not be limited to the following criteria:
 1. The actual or projected characteristics of the activity in relation to those of the use type;
 2. The amount of site area or floor space and equipment devoted to the activity;
 3. Vehicle parking demand;
 4. Average daily and peak hour trip generation (people, personal vehicles, and delivery vehicles);
 5. Types of vehicles used and their parking requirements;

6. Building impervious surface coverage;
7. Regulated air or water emissions;
8. Noise, lighting, dust, and odors;
9. Solid waste generation;
10. The number of employees on a typical shift;
11. Use and storage of hazardous materials;
12. Character of associated buildings and structures;
13. How the use is advertised;
14. Nature and impacts of operation; and/or
15. Hours of operation.

Section 156.C.011, Performance Standards

- A. **Purpose.** The purpose of this Section is to establish standards for the management of illicit discharges, soil erosion, sediment deposition, and the environmental impacts of land uses (e.g., noise, vibration, air quality, water quality, and glare), in order to ensure that the city continues to provide a desirable environment for residences, recreation, education, culture, commerce, and industry.
- B. **Compliance.** Compliance with the requirements of this Section shall not be interpreted as authorizing a practice or operation which would constitute a violation of any other applicable statute, ordinance, rule, or regulation. Where these regulations conflict with other regulations, the more stringent regulation shall apply.
- C. **Administration.** All uses of land or structures shall conform to the standards in this Section.
- D. **Noise.** No use, operation, or activity shall cause or create noise in excess of the sound levels prescribed in Chapter 134, *Noise Control*, of the City's Code of Ordinance.
- D. **Vibration.**
1. *Generally.* No land use shall produce vibration that exceeds the limits set out by this Section.
 2. *Exceptions.* This Section does not apply to vibration generated by:
 - a. Noises emanating from construction activities between the hours of 7:00 a.m. and 7:00 p.m. that are temporary in nature.
 - b. Transient noises from moving vehicles, such as trucks and automobiles or trains.
 3. *Standards.* The standards of Table 156.C.011-2, *Vibration Standards*, shall be met, except as provided in subsection E.2., above.

Table 156.C.011-2 Vibration Standards ¹				
Frequency in Cycles Per Second	Adjoining Zoning District			Impact Vibration ²
	AG, RR, RL, RM, RH	MU, UC, GC, PI, REC	GI	
Less than 10	0.0004	0.0002	0.0039	0.0098
10 – 19	0.0002	0.0011	0.0022	0.0055
20 – 29	0.0001	0.0006	0.0011	0.0028
30 – 39	0.0001	0.0004	0.0007	0.0018
40 – 49	0.0001	0.0003	0.0005	0.0013
50 or more	0.0001	0.0002	0.0002	0.0010
Table Notes:				
¹ Vibrations that do not exceed 60 per minute may be twice this value.				
² Vibrations occurring no more than eight times in a 24-hour period with a maximum separation of one minute.				

4. *Measurement.* An operator trained to measure vibrations shall make all such measurements and shall submit and certify them with the City.
- H. **Air Quality.**
1. *Generally.* Air quality shall be maintained according to state and federal standards. Demonstration of compliance shall be provided as required by this Section.
 2. *Emissions.* Applicants for the approval of uses that will emit air pollutants that are subject to regulation pursuant to the federal Clean Air Act shall demonstrate compliance with that law.
 3. *Control of Wind-Blown Dust.* Landowners shall control wind-blown dust.
- I. **Glare.**

1. *Glare from Use.* Glare from any process (such as or similar to arc welding or acetylene torch cutting), which emits harmful ultraviolet rays shall be performed in such manner as not to be seen from any point beyond the property line, and as not to create a public nuisance or hazard along lot lines or street rights-of-way.
 2. *Glare from Buildings and Structures.* Buildings and structures (including signs) shall be designed and oriented to avoid glare that materially interferes with the safe operation of streets.
- J. **Erosion Control.**
1. *Storm Water Management.* Measures to protect water quality and to manage the quantity and velocity of stormwater runoff shall be implemented pursuant to the standards set out in [Chapter 55, Erosion and Sediment Control for Construction Sites](#) in the City's Code of Ordinances.
 2. *Grading, Erosion, and Sediment Control.* Measures to protect water quality during construction and for land disturbance activities shall be implemented pursuant to the standards set out in Chapter 55, *Erosion and Sediment Control for Construction Sites* in the City's Code of Ordinances.
- K. **Other Performance Standards.** In addition to the performance standards of this Section, the following shall apply to all uses:
1. *Outdoor Storage.*
 - a. Outside storage of non-saleable merchandise or other materials shall not be visible from the public right-of-way.
 2. *Snow Storage.* Adequate area shall be provided on the lot for snow storage or provisions shall be made by the property owner for the snow to be hauled off-site.
 3. *Use Compatibility.*
 - a. All uses shall be designed and operated to be compatible with the adjacent residential uses.
 - b. Limitations on design and operation of uses shall include architectural and building mass, hours of operation, delivery hours, noise and lighting controls, signage, and traffic considerations.
 4. *Utilities.* All utilities shall be placed underground, where feasible.

ARTICLE D – BUILDING AND SITE DESIGN STANDARDS

Section 156.D.001, Purpose and Applicability

- A. **Purpose.** The purpose of this Article is to address the quality and sustainable design of buildings and building sites in order to:
1. *Character.* Preserve and enhance a community character that conveys a positive, lasting impression on both residents and visitors;
 2. *Functionality.* Provide buildings that are functional, safe, and attractive;
 3. *Public Realm.* Establish the physical and functional relationships between buildings and the public realm; and
 4. *Form.* Prescribe the rules related to building massing, form, and design.
- B. **Applicability.** The standards of this Article apply to the following development activities:
1. *New Development.* New residential, nonresidential, or mixed-use development or change in use from residential to nonresidential or mixed-use; or
 2. *Increase in Intensity.* Increase in apartment units, manufactured home pads, gross floor area, or impervious surface by 25 percent or more, cumulatively over a five-year period.
- C. **Timing of Compliance.** A Certificate of Occupancy will not be issued until all site improvements required in this Article are constructed in conformance with the approved permit or plan required in [Section 156.J.002, Common Review Provisions](#).
- D. **Design Practices.** The principles below should be considered in all design practices in addition to specific standards found in [Section 156.D.002, General Requirements](#):
1. *Clustering.* Where applicable in the RL zoning district, housing should be clustered to preserve valuable environmental resources and provide usable recreational open space.
 2. *Open Space.* The open space system is as carefully designed as the housing area so as to offer usable permitted open space types visible from roadways and spatially defined by abutting building facades and/or landscape elements.
 3. *Multimodal Transportation.* Vehicular, pedestrian, and bicycle transportation is facilitated through a connected system of roads, sidewalks, and/or trails so as to provide many choices with regard to mode and route.
 4. *Traffic calming.* Traffic calming techniques may be used to reduce vehicle speed and increase pedestrian and bicycle safety.
 5. *Facade Direction.* Principal buildings address the street, presenting front facades on the publicly visible side of the building. The front facade of each principal building shall face a dedicated public street or the limits of a private parking unit and no building shall have the rear facade facing a dedicated public street.
 6. *Parking Design.* The visual impact of vehicular off-street parking and garages on public streetscape views is minimized through innovative site planning and building design including parking areas located to the rear of buildings, using architectural design elements such as massing, form, materials, and fenestration to make garages visually compatible with inhabited buildings, and parking areas screened with landscape elements.
 7. *Support Uses.* Neighborhood support uses, such as neighborhood commercial areas, daycare facilities, community centers, places of public assembly, and schools are designed so as to be visually compatible with the residential character of the neighborhood and accessible by all transportation modes.

Section 156.D.002, General Requirements

- A. **Purpose.** The City of Marshalltown sees the interaction between the built environment and the public as a crucial ingredient in maintaining a certain sense of place. As a part of this, the visual aspects of overall building design and placement must be scrutinized when considering a proposed development. This Section outlines design standards for building façades. These standards seek to increase the prospect of compatibility between buildings, styles, and

generations. Designers must infuse their individual talents and creativity into each project for these standards to be successful.

- B. **Flexibility in Administration.** Because these standards cannot cover every possible scenario that may arise, the Zoning Administrator is authorized to make determinations on development applications that may vary from the written standards so long as the determination meets the intent of this Article.
- C. **Prohibited Building Materials.** Except for single-family and duplex dwellings, the following materials shall not be used as an exterior finish:
 - 1. Wood fiber hardboard siding, oriented strand board siding, plastic or fiberglass panels;
 - 2. Galvanized, aluminum coated, zinc-aluminum coated or unpainted exterior metal finishes;
 - 3. Unfired or underfired clay, sand, or shale brick; and
 - 4. Smooth or untextured concrete finishes.
- D. **Primary Materials.** For the purposes of this Section, the following are deemed primary materials:
 - 1. Vinyl siding;
 - 2. Brick, including thin brick;
 - 3. Natural or manufactured stone;
 - 4. Pre-cast concrete panel, provided it has an integrated color and is textured or patterned;
 - 5. EIFS, Exterior Insulation and Finish System;
 - 6. Stucco with a weather barrier layer and wall drainage system; and
 - 7. Architectural masonry units including split face, weathered face, sandblasted face and ground face blocks.
- E. **Secondary Materials.** For the purposes of this Section, the following are deemed secondary materials.
 - 1. Embossed or pre-finished architectural metal panel (26+ gauge), which has an appearance of masonry, stucco, or any other appearance that is approved by the Zoning Administrator;
 - 2. Masonry or cement fiberboard siding that, for residential applications, is manufactured and installed in traditional profiles such as four-inch to eight-inch horizontal beveled or shake;
 - 3. Glass;
 - 4. Tile;
 - 5. Stainless steel;
 - 6. Chrome;
 - 7. Wood; and
 - 8. Smooth-faced finished concrete masonry units.
- F. **Metal Roofs.** Metals roofs shall be allowed if the following conditions are met or otherwise approved by the Zoning Administrator:
 - 1. Openings shall not be seen on the fascia and shall be completely covered with material designed and built for metal roofing systems;
 - 2. Corrugated galvanized steel panels shall not be used; and
 - 3. Roof and fastener color shall be the same, with the exception of trim pieces.
- G. **Ground-Mounted Equipment.** Mechanical equipment mounted on the ground and associated with apartments, nonresidential and mixed-use buildings, including, but not limited to, HVAC systems and meter banks, shall be screened from view from public and private streets by landscaping or screening walls.
- H. **Refuse Containers.** Dumpsters shall be provided for multiple-family residential, nonresidential, and mixed-use development for solid waste collection services. Such facilities are subject to the following standards:
 - 1. The facilities shall be located no more than 200 feet (walking distance) from the individual uses that they are intended to serve;
 - 2. Access to the facilities shall be:

- a. Configured to meet the requirements of the refuse hauler; and
 - b. Provided from an alley if an alley is present and used for service to other properties;
3. The areas where dumpsters are stored shall be fully enclosed by an opaque wall with a minimum height of six feet constructed of brick, stone, stucco-finished concrete block, wood or vinyl;
4. The enclosures shall:
 - a. Have opaque service gates which remain closed at all times except when the dumpster is being serviced;
 - b. Include separate, opaque pedestrian access gates or a pedestrian access opening that screens the dumpster from view;
 - c. Be large enough to accommodate:
 - i. One or more dumpsters that are of sufficient size to serve the development, based on the frequency of solid waste collection; and
 - ii. One or more recycling bins (whether provided at the time of development or not), based on the anticipated generation of recyclable materials and the frequency of collection; and
 - d. Meet City engineering design standards, including those that pertain to maneuvering space.
5. The facilities shall be located in a side or rear yard of the parcel proposed for development unless it is not possible to provide service access in such locations according to the refuse service provider; and
6. If an enclosure must be located in a front yard to meet the requirements of the refuse service provider, it shall be designated and constructed with the same cladding materials used for the principal building walls.
- I. **Exemption.** A building wall is exempt from the requirements of this Section under the following circumstances:
 1. The subject property is zoned GI, General Industrial;
 2. The building walls are not visible from an existing Major Arterial, or Minor Arterial nor are they adjacent to a proposed street of such classifications from the Comprehensive Plan; and
 3. The building contains uses in the following use categories:
 - a. Heavy Industrial Use Category;
 - b. Light Industrial Use Category;
 - c. Warehousing and Freight Movement Use Category; or
 - d. Wholesale Trade Use Category.
- J. **Alternative Building Materials and Forms.** The Zoning Administrator may approve alternative building materials and forms not specified in this Section if the Zoning Administrator determines that, compared to the permitted primary and secondary materials, the alternative:
 1. Is substantially equal to or better in quality, durability, and appearance and will not violate any provision of this Article;
 2. Is proposed in order to achieve a minimum bronze certification in Leadership in Energy and Environmental Design ("LEED"), and the materials qualify for LEED points under both the "energy and atmosphere criteria" and the "materials and resources criteria" of the LEED checklists; or
 3. Is part of a building that is certified by the Environmental Protection Agency as designed to earn an ENERGY STAR rating, and the materials substantially improve the energy efficiency of the building compared to materials that are permitted in this Section.

Section 156.D.003, Single-Family and Duplex

- A. **Generally.** These standards apply to single-family detached and duplex developments within the districts where they are permitted as set out in [Section 156.B.003, Use Table](#).
- B. **Placement of Buildings.** Primary entrances shall face a public right-of-way to the maximum extent practicable. The Zoning Administrator may approve alternative orientations for primary entrances facing common green spaces or other common areas such as courtyards, plazas, and gathering spaces. The placement of a principal dwelling in a perpendicular or sideways orientation on an interior lot is prohibited (See Figure 156.D.003-1, *Building Placement*).

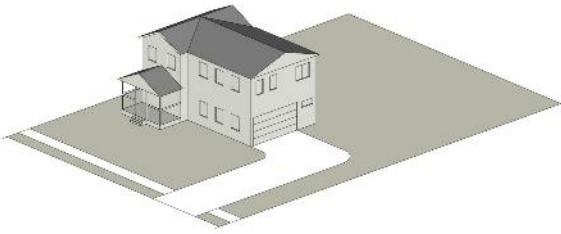
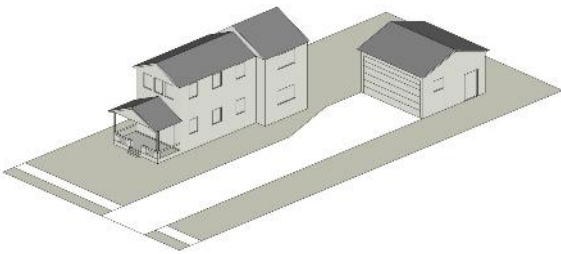
**Figure 156.D.003-1
Building Placement**



- C. **Garage Door Orientation.** Garage doors on a single-family detached or duplex dwelling on a lot in the RL, Low-Density Residential, RM, Medium-Density Residential, or RH, High-Density Residential districts shall be oriented in one of the manners depicted in Table 156.D.003, *Garage Orientation*.

**Table 156.D.003
Garage Orientation**

Requirements	Illustration
Garage in Front. - Garage doors shall be oriented to the street and extend in front of the front wall plane of the residence. - Doors may not exceed 3 stalls in width.	
Semi-Flush. - Garage doors oriented toward the street shall be positioned semi-flush or recessed. - Semi-flush doors shall be a minimum of two feet and a maximum of 20 feet behind the front wall plane of the residence and create a minimal intrusion into the livable area of the home. - Semi-flush doors may not exceed 3 stalls.	
Recessed. - Garage doors oriented toward the street shall be positioned semi-flush or recessed. - Recessed doors shall be a minimum of 20 feet behind the front wall plane of the residence. - Recessed doors may not exceed 3 stalls.	

Table 156.D.003 Garage Orientation	
Requirements	Illustration
Side-Loaded. Garage doors oriented perpendicular to the front wall plane have no restrictions on door width or recessed position.	
Detached. - Detached garages placed entirely to the rear of the house have no restrictions on door width or recessed position. - Detached garages that are closer to the street than the rearmost portion of the residence shall be a minimum of 20 feet behind the front wall plane of the residence.	

D. Transitions.

- Scale.* Where a duplex directly abuts or is across a street from a single-family detached dwelling, the building height of the duplex shall be no greater than eight feet higher than the single-family detached dwelling that abuts or is across the street. Where a duplex is located between a detached dwelling and apartments or non-residential development, the duplex may not exceed the height of the adjacent single-family detached dwelling by more than one story. See Figure 156.D.003-3, *Scale Transitions.*
- Bufferyards.* Bufferyards are required per [Section 156.F.004, Buffering](#) where the single-family detached dwelling and the duplex are in differing zoning districts.





SINGLE-FAMILY ATTACHED DWELLING

ADJACENT APARTMENT HOUSING TYPE

Section 156.D.004, Multiplex

- A. **Generally.** These standards apply to multiplexes developments within the districts where they are permitted as set out in [Section 156.B.003, Use Table](#).
- B. **Buffering.** A multiplex adjacent to a single-family use or AG, RR, or RL zoning districts shall provide a Type B bufferyard as established in [Section 156.F.004, Buffering](#).
- D. **Building Scale and Massing.** Any portion of a building that is closer than 50 feet from a common property line that abuts an AG, RR, or RL zoning district or single-family use shall be no higher than 12 feet above the highest point of the closest residential structures. This does not apply if the residential structure is located across the street from the development or if it is within the same development proposal.
- E. **Building Elements.** All multiplex buildings shall include a minimum of three of the following building elements:
 - 1. Outdoor gathering areas;
 - 2. Sculptures, monuments, and other public art installations;
 - 3. Porches;
 - 4. Functional shutters;
 - 5. Bay windows;
 - 6. Balconies; or
 - 7. Columns, eaves, rakes, cornice lines, or frieze boards.
- F. **Roof Massing.** Monolithic roof structures that cover more than 4,000 square feet shall include changes in direction or treatments that break up the appearance of mass. Such treatments may include elements such as dormers, towers, or chimneys. (See [Figure 156.D.004-1, Illustrative Application of Building Design Standards](#) for illustrative examples)
- J. **Garages.** Attached street-facing garages shall meet the following standards.
 - 1. Not more than three garage stalls shall face the street; or

Figure 156.D.004-1
Illustrative Application of Building Design Standards

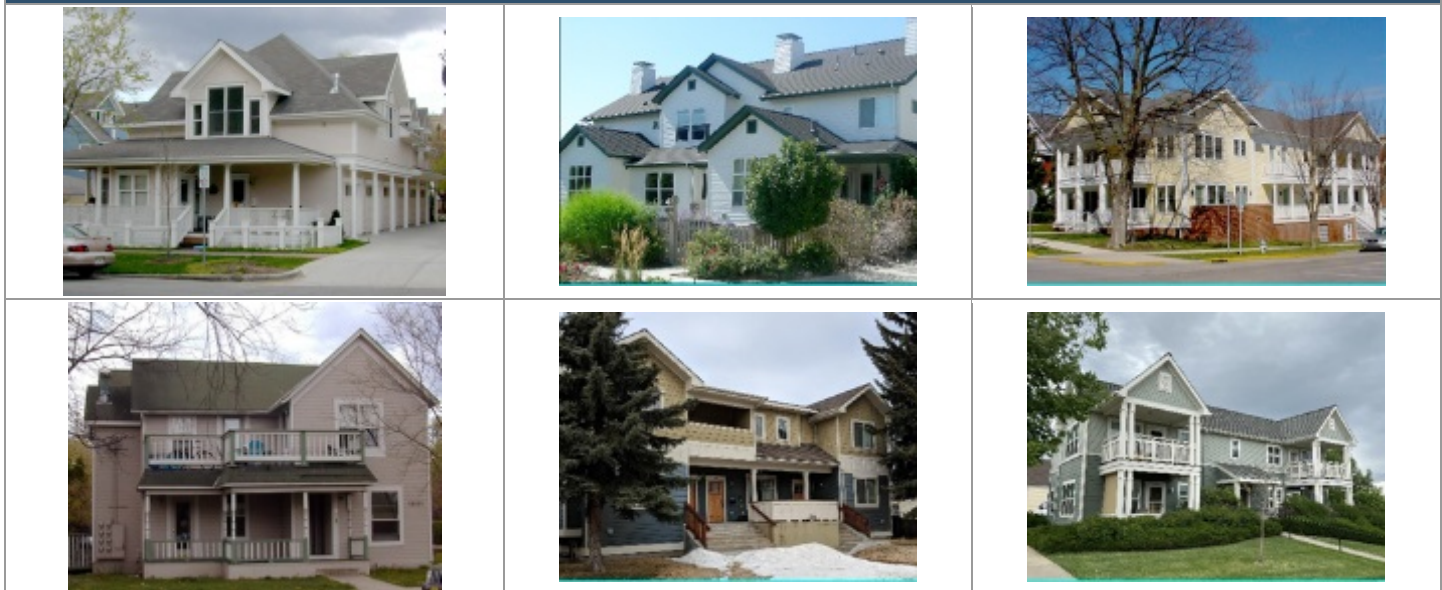


Figure Note: The sample images above are shown only for illustrative purposes and are not meant to prescribe that these forms must be used.

Section 156.D.005, Townhouse

- A. **Generally.** These standards apply to multiplexes developments within the district(s) where they are permitted as set out in [Section 156.B.003, Use Table](#).
- B. **Standards of Design.**
 1. **Materials.** Any primary or standard building materials may be used in any proportions. The allowable types and proportions of building materials are set out in [Section 156.D.002, General Requirements](#).
 2. **Street Elevation(s).**
 - a. Street-facing building facades must use vertical modulation, such as recesses and projections, and horizontal modulation, together with material and color changes, and fenestration to break up wall planes and to clearly distinguish individual dwelling units. The building facades, materials, and colors must substantially vary so no three units are the same. (See illustrative examples in [Figure 156.D.005-1, Illustrative Application of Building Design Standards](#))
 - b. A townhouse community with three or more buildings must substantially vary the buildings in heights, dispositions, scales (number of units), materials, and colors.
 3. **Bulk.** Townhouse dwellings may include up to but not exceed eight units.
 4. **Transitions.**
 - a. When directly abutting or across a street from a single-family detached dwelling in an RM or RH districts, the building height must be equal to or no greater than eight feet higher than the abutting dwelling. When separating single- and multi-family dwellings or nonresidential development, a townhouse dwelling may not exceed the adjacent single-family detached dwelling by more than one story. See [Figure 156.D.003-3, Scale Transitions](#). Building height may not exceed two stories when adjacent to an RL district.
 - b. Bufferyards are required per [Section 156.F.004, Buffering](#).
- C. **Building Elements.** All townhouse buildings shall include a minimum of three of the following building elements:
 1. Outdoor gathering areas;
 2. Sculptures, monuments, and other public art installations;
 3. Porches;

4. Functional shutters;
 5. Bay windows;
 6. Balconies; or
 7. Columns, eaves, rakes, cornice lines, or frieze boards.
- D. **Awnings.** Awnings, where installed, shall be constructed with fabric or metal coverings. Plastic coverings are prohibited.
- F. **Balconies and Railings.** Balcony and railing materials may be different than the materials used on exterior walls.
- G. **Roof Massing.** Roof forms and rooflines must be broken into a series of smaller building components when viewed from the street. Long, linear unbroken rooflines exceeding 50 feet are prohibited. Such treatments may include elements such as dormers, towers, or chimneys. (See Figure 156.D.005-1, *Illustrative Application of Building Design Standards* for illustrative examples)
- H. **Stairs.** Stairs that provide primary access to units on upper floors shall be covered.
- I. **Garage Design.** Attached street-facing garages shall meet one of the following standards.
1. The garage doors shall not comprise more than 40% of the total length of the building's facade; or
 2. Garages shall be arranged in sets of two single-bay doors that are offset by at least five feet from the front plane of an adjacent garage door.

Figure 156.D.005-1
Illustrative Application of Building Design Standards

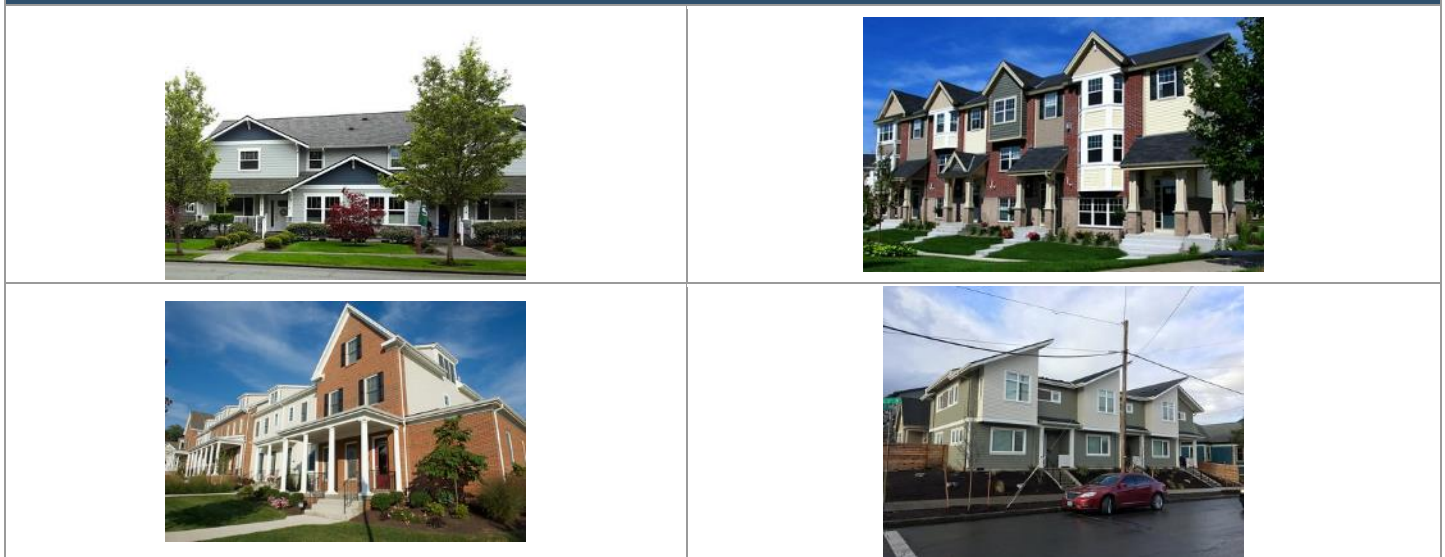


Figure Note: The sample images above are shown only for illustrative purposes and are not meant to prescribe that these forms must be used.

Section 156.D.006, Apartment

- A. **Generally.** These standards apply to apartment developments within the district(s) where they are permitted as set out in:
1. [Section 156.B.004, Residential District Development Standards](#); and
 2. [Section 156.B.005, Nonresidential and Mixed-Use District Development Standards](#).
- B. **Building Massing and Scale.**
1. Apartment buildings shall be designed such that the primary entrance and windows of all first-row buildings face a public street.
 2. Any portion of a building that is closer than 50 feet from a common property line that abuts a residential district or use shall be no higher than 12 feet above the highest point of the closest residential structures. This does not apply if the residential structure is located across the street from the development. An apartment building

containing more than four dwelling units shall be designed to break up a rectangular floor plan and avoid a box-like or monolithic appearance.

3. The following or similar techniques shall be used to avoid the appearance of a box-like or monolithic building:
 - a. Primary entrance treatments that are recessed or project from the main façade such as canopies and porte cocheres. Support columns and roofs of canopies and porte cocheres shall match or be consistent with the architectural design of the building.
 - b. The use of dormers, bay windows, or other windows that create dimensions that break up the facade;
 - c. Changes in wall planes of at least five feet at intervals of not more than 30 feet;
 - d. Balconies that are used irregularly, some projecting, some recessed; and
 - e. Varying roof lines;
 4. Elements such as eaves, rakes, cornice lines, or frieze boards shall be used to contribute to the visual interest of the building.
- C. **Internalized Design.**
1. Ingress to and egress from all dwelling units in a apartment development shall be made through the interior of the building rather than from direct outside entrances to each unit.
 2. Uncovered exterior stairways are prohibited.
- D. **Awnings.** Awnings, where installed, shall be constructed with fabric or metal coverings. Plastic coverings are prohibited.
- E. **Balconies and Railings.** Balcony and railing materials may be different than the materials used on exterior walls.
- F. **Pedestrian Access.** All fences and gates shall have appropriate connections to neighboring non-residential properties through the use of fence or gate door unless it can be shown that is not possible due to site constraints to promote walkability and connectivity.
- G. **Parking Location.** Wrap-around design of multifamily buildings around a core parking structure is strongly encouraged to ensure the garage appearance is enhanced by additional architectural or landscape features.
- H. **Attached Garages.** Attached street-facing garages shall meet one of the following standards.
1. The garage doors shall not comprise more than 40 percent of the total length of the building's facade; or
 2. Every set of two single-bay garage doors or every double garage door shall be offset by at least five feet from the front plane of an adjacent garage door.
- I. **Detached Garages.** The building design and roof type of garage units shall be consistent with those of the principal building(s). Detached garage buildings that are adjacent to street rights-of-way shall include a Type B Bufferyard (see [Section 156.F.004, Buffering](#)) between the garage building(s) and street.
- J. **Building Elements.** All buildings in a multiple-family development shall include a minimum of three of the following building elements.
1. *Visual Interest.* Elements such as outdoor gathering areas, porches, shutters, bay windows, or balconies shall be used to contribute to the visual interest of the building.
 2. *Architectural Features.* Columns, eaves, rakes, cornice lines, or frieze boards shall be used to contribute to the visual interest of the building.
- K. **Building Variation and Articulation.** An apartment community with three or more buildings must substantially vary the buildings in heights, dispositions, scales (number of units), materials, and colors.
- L. **Carports.** Carports are permitted within the vehicular use areas of apartment developments, provided they do not encroach into any required yards or building setbacks or into any easements, and subject to the following standards:
1. *Openness.* Carports shall be no less than 50 percent open on all sides, except for a side or sides that abut a wall of a principal building.
 2. *No Other Storage.* Carports shall not be used for storage of any items except motor vehicles.
 3. *Height.* Carports shall not exceed 10 feet in height.

4. *Drainage.* Drainage from carports shall be captured and conveyed on site and shall not impact adjacent properties.
5. *Construction.* Carports and their support posts shall be firmly anchored to the ground and shall meet applicable building codes.
6. *Design.* Carports shall be constructed so that all structural components, including support posts and roof forms, match or are consistent with the design elements incorporated into the principal building(s).

M. Roofing Systems.

1. *Covering.* Sloped roofs shall be covered with quality materials, comparable to slate, concrete tile, dimensional shingles, metal shingles, or architectural metal seam roofing.
2. *Integrated Solar Arrays.* Building-integrated solar arrays (solar panels that double as roofing) may be used on flat or pitched roofs.
3. *Projections.* Roofs shall contain at least one projection for every 50 linear feet of building frontage. Roof projections may include cupolas, dormers, balustrade walks, chimneys, or gables.

Figure 156.D.006-1
Illustrative Application of Building Design Standards for Apartment Buildings



FIGURE NOTES:

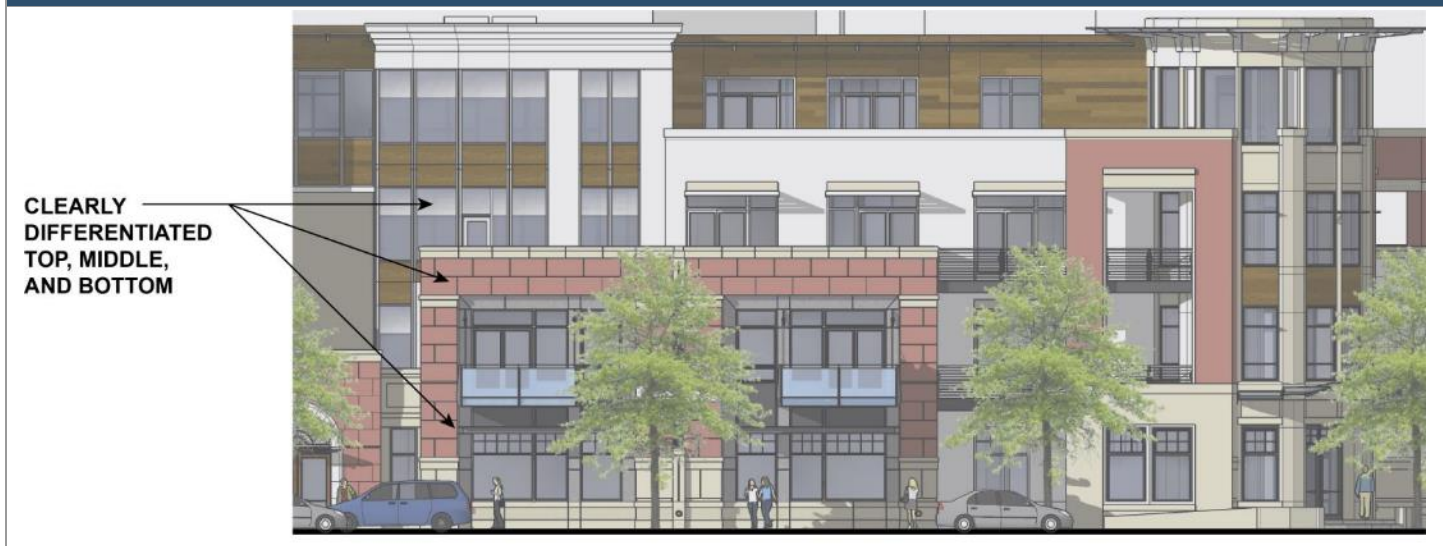
A = Breaking up building form | B = Breaking up roof form to avoid it appearing monolithic | C = Vertical articulation, such as a wall offset | D = Horizontal articulation, such as an expression line | E = Stairs shall be covered

Section 156.D.007, Urban Core and Mixed-Use

- A. **Generally.** These standards apply to any exterior wall of a nonresidential or mixed-use building in the UC, Urban Core or MU, Mixed Use zoning districts visible from a public or private street, a residential property, or public open space.
- B. **Building Form.**
 1. *Scale and Orientation.* Commercial and mixed-use buildings shall provide for pedestrians in both scale and structure orientation.
 2. *Build-to Line.* Structures shall be built to within five feet of the property line to provide for an urban edge and maintain continuity in the improved street frontages.
 3. *Public Entrance.* Each structure shall have a prominent identifiable public entrance from the primary street.
 4. *Secondary Entrances.*
 - a. Secondary and service entrances are allowable from secondary streets and off-street parking areas.

- b. Secondary entrances located on public alleyways shall be at-grade to prevent tripping hazards and prevent encroachments into the pedestrian traveled way.
- 5. *Height.* See Section [156.B.005](#), *Nonresidential and Mixed-Use District Development Standards*, for building height requirements in the UC and MU zoning districts.
- 6. *Building Proportions.* In the UC District buildings shall be proportioned to be prominent at the primary street façade.
- C. **Placement.**
 - 1. *Principal Structures.* Principal structures shall be placed within the minimum and maximum setbacks established in Section [156.B.005](#), *Nonresidential and Mixed-Use District Development Standards*, to create an urban edge and to define the pedestrian realm.
 - 2. *Parking.* Parking should be provided on the street as much as possible with parking lots or garages placed on the interior of the block with access from the side or the rear of the buildings or alleyways.
 - 3. *Garages.* All attached or detached garages shall be placed towards the rear of a building except on a corner, where a side entrance may also be allowed. These may be accessed via privately controlled lanes and alleyways.
 - 4. *Accessory Structures.* Accessory structures shall not be placed in such a manner that they extend in front of the rear building line of the primary structure.
- D. **Massing and Scale.**
 - 1. *Façades.* Building façades shall be architecturally differentiated with at least three of the following elements:
 - a. Buildings shall utilize elements such as massing, windows, canopies, and articulated roof forms to create a visually distinct building base, middle, and top (see Figure [156.D.007-1](#), *Horizontal Articulation*);
 - b. Variations in building heights;
 - c. Building insets or projections of at least two feet that extend the full height of the building;
 - d. Material changes for different building planes or elements;
 - e. Accents through the use of moldings, sills, cornices, canopies, or spandrels; or
 - f. Other façade features, such as an arcade, balcony, gallery, oriel or bay windows, pavilion, pergola, porches, porticos, terrace, tower, or vestibules.
 - 2. *One-Story Buildings.*
 - a. *UC District.* One-story buildings shall be prohibited in the UC district.
 - b. *MU District.* In the MU district, one-story commercial buildings shall be constructed to appear of greater height in relation to the street. This can be achieved through the use of pitched roofs with dormers or gables facing the street, a higher parapet, and/or the use of an intermediate cornice line to separate the ground floor and the upper level.

Figure 156.D.007-1
Horizontal Articulation



E. Building Design.

5. Awnings and Canopies.

- a. Awnings and canopies shall not extend more than five feet from the façade of the building.
- b. Awnings and canopies shall be attached to the building façade and shall not extend vertical support structures into the ground plane.
- c. Awnings and canopies shall maintain a minimum of eight feet of vertical clearance from the ground plane.

6. Entryways.

- a. Each building shall have a clearly visible entrance with either an overhang, canopy or portico, recess or projection, arcade, raised corniced parapet over the door, peaked roof form, arch, patio, display windows, architectural detailing, or another design element approved by the Plan and Zoning Commission.
- b. Doorways adjacent to a public right-of-way shall be set back so that doors do not swing into a right-of-way.

7. Required Offsets.

- a. *Fenestration and Articulation.* Buildings shall be vertically articulated with a width equal to 20 percent of the building height. Vertical articulation may include projections, recesses, arcades, porticos, or other features that provide for different wall planes
- b. *Transparency.*
 - i. The front façade and side street façade of any new nonresidential building shall be comprised of at least 50 percent windows and doors at the ground level. Highly reflective glass, dark-tinted glass, or other types of glass that are intended to obscure the transparency shall be prohibited.
 - ii. Accessory structures shall be comprised of at least 25 percent windows and doors at the ground level. Accessory structures that are not open for business to the public are exempt from the transparency requirements of Paragraph i, above, provided they are placed between the rear of the primary building and rear yard setback and are not visible from the public street.

8. Materials. The allowable types and proportions of building materials on public-facing and non-public-facing elevations are set out in [Section 156.D.002, General Requirements](#), in addition to the following standards:

- a. The visible sides of buildings, from the street, shall be consistent in design and use of materials.

- b. All sides of buildings visible from the public right-of-way shall be architecturally treated to produce an aesthetically pleasing façade that is compatible with surrounding buildings and cohesive as a development block. Building design shall include at least two materials as identified in Section 156.D.002.
 - c. The front façade, or any façade that directly abuts a public right-of-way including a street-side yard of any building shall be at least 50 percent brick or masonry stone.
 - d. Accessory structures shall be constructed of similar and/or complementary materials as the primary structure.
 - e. No wood, masonite, visible asphaltic exterior wall or roofing material, metal siding, non-architectural sheet metal, concrete block or other similar materials shall constitute a portion of any building, except as trim material, unless the Zoning Administrator determines that the said material, when used as a primary element, enhances the physical appearance or provides continuity to unite all structures within the property together into one project concept.
 - f. All material fasteners shall be concealed.
 - g. All structures shall be constructed on permanent foundations and may not be placed in a temporary manner.
9. *Nonresidential and Mixed-Use Buildings.* Residential units in a mixed-use building shall not be on the ground/first level of any building also containing a commercial use listed in Section 156.C.003, *Use Table*, except that a maximum of 40 percent of the ground floor area may be residential provided it is not adjacent to a front or street side yard.
10. *Rooftop Mechanicals.*
- a. All rooftop mechanical equipment shall be screened from view using materials consistent and compatible with the primary building materials.

F. Pedestrian Amenities.

- 1. *Street Furniture.* Public seating, trash receptacles, and directional kiosks shall be of uniform design and provided throughout district, approved by the Plan and Zoning Commission. Street trees, landscaping, weather protection, public art, street furniture, and other pedestrian amenities in public rights-of-way and plazas shall provide a minimum passable sidewalk width of five feet.
- 2. *Sidewalks.* Sidewalks shall connect to existing perimeter sidewalks and to all building entrances; parking courts, garages, or structures; civic spaces; and any other pedestrian destinations.

G. Open Space.

- 1. *Amount Required.* See Section 156.B.005, *Nonresidential and Mixed-Use District Development Standards* for the minimum required open space by building type and zoning district.
- 2. *Types of Open Space.* See Table 156.B.007-1, *Public Civic and Open Space Standards*, for minimum standards for open space types within the UC and MU zoning districts.

H. Signage.

- 1. The location and size of signs shall be integrated into the design of the overall development and shall meet regulations outlined in Article G, *Signs*.
- 2. Signage is considered as part of the architectural theme of the building and district and shall be reviewed in the site plan.
- 3. Roof signs shall be prohibited.
- 4. Directional signs limited to two per premise shall be permitted and shall be limited to 6 square feet each with a maximum height of four feet.
- 5. Freestanding signs shall be limited to monument signs only with a permitted size that shall be no more than 48 square feet in area and 10 feet in height.

I. Service Areas.

- 1. *Lighting.*

- a. Lighting of outdoor service, loading, and storage areas shall be the minimum necessary for security purposes and shall be designed and directed so as not to create glare or lighting impacts at the street or on surrounding properties.
 - b. Lighting of entryways is encouraged and to the extent practical should be attached to the building.
 - c. Lighting shall be provided at secondary entryways located in pedestrian alleyways.
2. *Service Area Screening.* Service areas, garbage receptacles, utility meters, and mechanical and electrical equipment shall be screened from public view and located for convenient access by service vehicles. Screening of these areas shall be integrated into the overall building and landscape design.
3. *Loading and Unloading.* On-site space for stacking vehicles that are waiting to load or unload may be provided as necessary. Otherwise, accommodation shall be provided on-street.
- J. **Utilities.** All utilities shall be placed underground, where feasible.
- K. **Stormwater.** All stormwater collected from the roofs of the buildings shall be diverted underground, where feasible.
2. Whenever structures are erected or structurally altered, parking spaces shall be provided on the same zoning lot as the building in accordance with the requirements of [Article E, Parking, Loading, and Stacking](#). Uses that predominately occur during different times may share parking if it can be demonstrated that collectively the minimum number of parking spaces is provided at all times.
 3. Parking lots shall be located in the rear of all commercial uses or on the side. Parking located on the side is allowable in accordance with the following:
 - d. The parking shall not extend into the required front yard setback.
 - e. Landscaping shall be placed between the parking spaces and the front property line in accordance with [Section 156.F.003, Development Landscaping](#).
 - f. A single parking aisle with parking on one side, which is adjacent to the building, and meets the minimum dimension of established in [Section 156.E.003, Parking Design](#), shall be permitted where appropriate.
 4. Parking areas shall be designed to minimize headlights shining into residential properties.
 5. Parking areas shall be set back five feet from the property line and shall be landscaped with vegetation and or turf. This requirement can be waived where parking lots adjoin and have cross-access agreements/easements.
 6. Off-street parking requirements shall be contained entirely outside of the public right-of-way.
 7. The maximum amount of surface parking shall not exceed the specified minimum by more than 25 percent. If additional parking is desired, it shall be placed underground, within an enclosed building, or in a tuck-under garage. The exception is shared parking when a zoning lot is developed/redeveloped with shared uses in mind.
- M. **Vehicular Access.**
1. Driveway locations shall be spaced such that they are at least five feet from any adjacent driveway.
 2. Shared driveways are allowed.
 3. Driveway location shall comply with the requirements of the visibility triangle as set forth in Subsection [156.B.008.a, Measurements](#).
 4. Two driveway approaches may be permitted on each street frontage, of each premise, excluding Single-Family Attached, Single-Family Detached and Duplex properties. At locations where driveways are not shared with an adjoining property, each driveway shall be placed in such a way as to not impede the visual clearance to access the public street.
 5. Access to attached and detached garages shall be from the rear of a building only, except if the property is located on a corner lot and the side street may be used for access.

Section 156.D.008, Urban Core Historic District Overlay

- A. **Generally.** The following standards shall apply within the *UC-HD, Urban Core Historic District* Overlay in the *UC, Urban Core* zoning district and are intended to implement the Marshalltown Downtown Master Plan. The standards of the

underlying *UC, Urban Core* zoning district shall apply in the case of a conflict between the standards forth in Section [156.B.005, Nonresidential and Mixed-Use District Development Standards](#), and the standards of this section.

- B. **Applicability.** The standards of this section shall apply within the UC-HD Overlay district when new construction or more than 10 percent of an existing building's front or street-facing side exterior is the subject of review.
- C. **Features and Treatment Methods.**
 - 1. *Masonry.* Retain and repair original masonry and mortar. When replacement of failed masonry is required, new masonry units shall match the existing in dimension, composition, color, texture, and profile.
- D. **Building Façade Elements.** The following building façade element treatments shall apply to the expansion of existing buildings:
 - 1. *Parapet.*
 - a. Retain and repair existing parapets.
 - b. Avoid complete removal of a parapet except in cases where it is in danger of collapse or deterioration beyond repair. A rebuilt parapet should match the original as closely as possible in height and material. A rebuilt parapet removed by a prior owner, should align with the scale and material but not create a false sense of history.
 - 2. *Cornice.* Retain and repair existing cornices.
 - 3. *Roof.*
 - a. If full replacement or major repair is necessary, utilize a compatible substitute material that will not change the character of the building.
 - b. Decorative features such as cupolas, cresting, dormers, chimneys, visible shingle patterning, integral gutters, and original vents shall remain.
 - c. New elements such as dormers, skylights, antennas, solar panels, and mechanical equipment shall be placed in a manner that they are screened from public view.
 - 4. *Windows.*
 - a. Retain and repair existing windows. Replacement windows shall be of the same exterior dimension as the original window opening.
 - b. New window openings in façades that are visible from a public street or in any location that would impact a character-defining façade is not allowed.
 - 5. *Storefronts, Bulkheads, Display Windows.*
 - a. Preserve and restore original storefronts, bulkheads, and display windows when they remain in place. These building elements are usually considered to be “character-defining” and effort should be made to retain the original whenever possible.
 - b. Remove cover-up siding and infill framing as part of storefront rehabilitation.
 - c. Repair the original materials or, if absolutely necessary, replace with material that closely aligns with the original in appearance and durability. Deteriorated wood elements can often be replaced with matching milled pieces. Cast iron elements should be evaluated for structural stability.
 - d. Maintain or restore the original size, configuration, divisions and shape of storefronts.
 - 6. *Doors and Entries.*
 - a. Retain original recessed entries.
 - b. Repair and restore architectural details.
 - 7. *Decorative Details.*
 - a. Retain original wood accents and details where they remain.
 - b. Remove modern materials that cover historic exterior materials.
 - c. Retain original cast iron and pressed metal where it remains.
 - d. Apply paint only to historically painted materials.

8. *Signs and Awnings.*
 - a. Avoid painting over historic painted signage.
 - b. Signs shall not obscure historic architectural features or disrupt the façade pattern.
 - c. Storefront window signs shall not obscure the view through the storefront. Signs shall be less than 25 percent of the total window glass.
 - d. Awnings shall be triangular in section.
 - e. Awnings shall be designed to fit the storefront openings without obscuring architectural details.
 - f. Awnings shall be supported structurally by the building and shall not have posts supporting them from the ground.

Section 156.D.009, Nonresidential

- A. **Generally.** Any exterior wall of a nonresidential building visible from a public or private street, a residential property, or public open space shall meet the requirements of this Section.
- B. **Exterior Wall Materials.**
 1. *Primary Materials.* A minimum of 80 percent of the primary exterior wall and 60 percent of the ancillary exterior walls shall be finished with the materials listed in [Section 156.D.002.D, Primary Materials](#).
 2. *Secondary Materials.* The remaining percentages of the primary and ancillary exterior walls may be finished with the materials listed in [Section 156.D.002.E, Secondary Materials](#).
- C. **Building Form.**
 1. *Neighborhood-Scale.* Buildings that cover up to 30,000 sq. ft. of gross floor area shall have moderate changes in height or roof lines, which can be accomplished by one or more of the following techniques:
 - a. Modules shall be offset from each other by a horizontal recess or projection of the building façade that measures 10 percent or more of the building height;
 - b. Dormers with ridge lines that are three feet or more below the ridge line of the roof;
 - c. A compound roof shape, in which the highest ridge line and the lowest ridge line have a height difference of two to five feet;
 - d. Parapet walls that vary in height from two to four feet and which are designed of equal or greater height to screen from public view all rooftop mechanical equipment; or
 - e. Towers that have a height that is four to six feet above the highest peak or ridge of the roof or highest point of the parapet for a minimum of 10 percent of the façade on which the tower is located.
 2. *Community-Scale.* Buildings that cover between 30,001 sq. ft. and 60,000 sq. ft. of gross floor area shall have major changes in height per every 50 lineal feet of roofline, so which can be accomplished by one or more of the following techniques:
 - a. A compound roof shape, in which the highest ridge line and the lowest ridge line have a height difference of five or more feet;
 - b. Parapet walls that vary in height by more than four feet, are proportional to the building, and which are designed of equal or greater height to screen from public view all rooftop mechanical equipment;
 - c. Towers that have a height that is more than six feet above the highest peak or ridge of the roof or highest point of the parapet. The mass of such towers shall be proportional to the building, so that the towers appear as substantial, but not overwhelming, architectural elements;
 - d. Ground-level arcades and second floor galleries/balconies;
 - e. Functional or faux chimneys; or
 - f. Other features that reduce the apparent mass of the building.

3. *Regional-Scale.* Buildings that cover more than 60,001 square feet of gross floor area shall have major changes in height per every 50 lineal feet of roofline, which shall, in addition to the requirements for community-scale buildings, must include:
 - a. Significant architectural features to identify principal entrances; and
 - b. Elements such as towers or significant projections from the building to break up the building mass.
- D. **Multi-Story Buildings.** Buildings with three or more stories shall be designed with a clearly differentiated base, middle, and top.
1. *Building Base.* A recognizable base shall include, but shall not be limited to:
 - a. Thicker walls, ledges, or sills; or
 - b. Raised planters, which are integral to the building façade.
 2. *Building Top.* A recognizable top shall include, but shall not be limited to:
 - a. Cornice treatments, other than just colored stripes or bands; or
 - b. Sloping roofs with eaves and brackets.
- E. **Building Articulation.**
1. *Major Building Articulation.* Buildings shall be articulated using one or more of the following major articulation design techniques uniformly over the entire building façade:
 - a. A step back of upper floors to create human-scale and to reduce building scale and mass;
 - b. Increased setbacks for up to 30 percent of a street elevation to create public space; (public space may include outdoor seating/dining areas, pocket parks, fountains and/or water features, children's play areas, or similar space open to the public);
 - c. Variations in building heights for a minimum of 30 percent of the building façade;
 - d. Building insets or projections of at least two feet that extend the full height of the building for a minimum of 30 percent of the building façade;
 - e. Material changes for different building planes or elements;
 2. *Minor Building Articulation.* Buildings shall be articulated using two or more of the following minor articulation design techniques uniformly over the entire building façade:
 - a. Windows or faux window openings;
 - b. Doors or faux door openings;
 - c. Recessed or projecting building entries;
 - d. Projecting bay windows;
 - e. Window moldings;
 - f. Arcades;
 - g. Recessed or projecting porches;
 - h. Recessed or projecting balconies;
 - i. Functional or decorative canopies and awnings;
 - j. Cornices;
 - k. String courses;
 - l. Columns;
 - m. Wall sconces;
 - n. Brick patterning, including soldier courses, or other building material or color variations;
 - o. Score lines; or
 - p. Accents through the use of moldings, sills, cornices, canopies, or spandrels.

- F. Building Entrances.** Each building shall have clearly-defined customer entrances that include at least two of the following features:
1. Canopies, porticos, arcades, or overhangs;
 2. Recesses or projections;
 3. Over the door or peaked roof forms;
 4. Arches;
 5. Outdoor patios or plazas;
 6. Display windows;
 7. Obviously differentiating architectural details such as moldings that are integrated into the building structure and design; and/or
 8. Integral planters or wing walls that incorporate landscaped areas and/or places for sitting.
- G. Roofing.**
1. *Styles.* Flat roof and pitched roof systems are allowed, subject to the following standards:
 - a. Mansard roofs are not allowed.
 - b. Any material that is permitted by building code is allowed on flat roof systems.
 - c. Flat roof systems shall be hidden by parapet walls that are of equal or greater height to screen from public view all rooftop mechanical equipment.
 2. *Approved Materials.* Roofing materials used on pitched roof systems shall be proven, high-quality, durable materials, including:
 - a. Architectural shingles;
 - b. Concrete tile;
 - c. Slate;
 - d. Architectural standing seam metal;
 - e. Building-integrated photovoltaics (solar panels that double as roofing material);
 - f. Green roof systems (encouraged); or
 - g. Others approved by the Zoning Administrator and the Commission.
 3. *Prohibited Materials.*
 - a. Corrugated metal and other roofing materials that are not listed in (2) above are prohibited.
 - b. Reflective roof surfaces that produce glare are prohibited, except for solar panels or white roofs intended to radiate absorbed or non-reflected solar energy and reduce heat transfer to the building.
- H. Elevations.**
1. *Front Elevation.* In addition to the above articulation features, the front elevation of a building shall have:
 - a. Architectural features that animate the façade along its entire length, spaced at intervals of not more than 30 feet in horizontal distance. These features may include wall sconces, display windows, faux windows, material patterning, entry areas, towers, pilasters, and columns, or other elements that create a pattern of light and shadow on the building wall.
 - b. Awnings, arcades, or overhangs that project at least six feet along not less than 50 percent of the façade.
 2. *Side and Rear Elevations.* Side and rear elevations shall have architectural features that animate no less than 50 percent of the façade, which shall include:
 - a. Awnings, arcades, or overhangs that project at least six feet and connect to awnings, arcades, or overhangs on the front elevation;
 - b. No blank wall surfaces that extend for more than 15 or 30 feet in vertical or horizontal distance, respectively; and
 - c. Wall sconces, display windows, faux windows, material patterning, entry areas, towers, pilasters, and columns, or other elements that create a pattern of light and shadow on the building wall.

ARTICLE E – PARKING, LOADING, AND STACKING

Section 156.E.001, Purpose and Applicability

A. **Purpose.** The purpose of this Article is to ensure that:

1. *Provision of Parking.* Adequate, attractive, and safe off-street parking is provided by this Ordinance.
2. *Residential Protection.* Sufficient parking is provided in nonresidential areas that are near residential neighborhoods, so that the character and quality of life in the residential neighborhoods are protected from overflow parking;
3. *Provision of Loading Spaces.* Adequate loading areas are provided that do not interfere with the function of other vehicular use areas;
4. *Provision of Access.* Access to sites are managed to maintain the desired function and safety of the adjacent street(s); and
5. *Lighting.* Vehicular use areas and sites are designed and lighted to promote public safety without creating undue light pollution and off-site glare.

B. **Applicability.**

1. *Development Activities.* The standards of this Article apply to the following development activities:
 - a. New residential, nonresidential, or mixed-use development or change in use from residential to nonresidential or mixed-use;
 - b. Increase in apartment units, manufactured home pads, gross floor area, or impervious surface by 20 percent or more, cumulatively over a five-year period; or
 - c. Change in use requiring additional parking, loading, or stacking spaces (also known as vehicle use areas).
2. *Exemptions.*
 - a. Changes in the use(s) of existing buildings that result in fewer required parking, loading, or stacking spaces shall not be required to provide additional parking spaces.
 - b. A permitted use may be converted to another permitted use without full compliance with the required number of parking, loading, or stacking spaces if the Zoning Administrator determines:
 - i. No additional parking, loading, or stacking spaces could be provided without removing or partially removing a structure; and
 - ii. The amount of parking, loading, or stacking spaces available is at least 80 percent of the parking, loading, or stacking required for the new use.
3. *Change of Use (Maximum Parking).* Uses with off-street parking in excess of the maximum allowed for a nonresidential use resulting from a change of use in an existing building are not required to remove the excess parking spaces.

C. **Timing of Compliance.** A Certificate of Occupancy will not be issued until all site improvements required in this Article are constructed in conformance with the approved permit or plan required in [Section 156.J.002, Common Review Provisions](#).

Section 156.E.002, General Requirements

A. **Generally.** Off-street loading, stacking, and access shall be provided, located, and designed in accordance with the standards of this Article.

B. **Lighting and Noise.** The following standards shall apply to all vehicle use areas:

1. Lighting shall comply with [Article H, Outdoor Lighting](#).
2. An area used for primary circulation, frequent idling of vehicle engines, or loading activity shall be designed and located to minimize the effects of noise, pollution, and vehicle lights on an adjoining property.

- C. **Associated Building, Use, or Structure.** Vehicle use areas (VUA) shall be maintained as long as the associated building, use, or structure is in use or operation. No person shall utilize such building, use, or structure without providing the VUAs required in this Article. It shall be unlawful to discontinue, reduce, or remove the required VUAs apart from the discontinuance, removal, or reduction of the building, use, or structure that requires the VUA.
- D. **Maneuvering Space.**
1. *Prohibited.* No VUA shall be designed or built to require a vehicle to maneuver into a public right-of-way or overhang or encroach an adjacent property under separate ownership in order to park, load, unload, or stack, except:
 - a. In the case of single-family and duplex dwellings where backing onto the public right-of-way is permitted; or
 - b. Where a cross-access easement is in place.
 2. *Barrier.* In order to prevent overhang or encroachment described in Paragraph 1, *Prohibited*, above, a VUA shall include a permanent curb, wall or other physical barrier. Such a physical barrier shall be located a minimum of two feet from the right-of-way or property line.
- E. **Location.** Except as permitted in [Section 156.E.006, Parking Credits and Reductions](#), a VUA required by this Article shall be located on the same property as the building, use, or structure it serves and it shall be located behind any required bufferyard as set out in [Article F, Landscaping, Buffering, and Screening](#).
- F. **Calculations.**
1. *Fractions.* If the final calculated number of required parking, loading, or stacking spaces includes a fractional space, the number of required spaces shall be increased to the next whole number if the fraction is five-tenths or more, and when the fraction is less than five-tenths, the next lower whole number shall apply.
 2. *Variables for Calculating Required Spaces.* The variables used for calculating spaces are measured as shown in [Table 156.E.002, Parking, Loading, and Stacking Variable Meanings](#).

Table 156.E.002 Parking, Loading, and Stacking Variable Meanings	
Variable	The number of required spaces is calculated based on the number of:
Per Dwelling Unit	Dwelling units on the subject property.
Per Campsite	Spaces available for a recreational vehicle to connect to utilities provided at the recreational vehicle park.
Per Bedroom	Bedrooms in the facility instead of the number of bed or some other measure.
Per Gross Floor Area	Gross floor area of the establishment, which measurement is described in Subsection 156.B.008.a, Measurements .
Per Employee	Employees during the shift in which the maximum number of employees is present.
Per Seat	Seats affixed to the floor that are provided to guests (patrons, members, etc.), with benches or pews measured as one seat per two feet of width. Space requirements for uses with unaffixed seats shall be based on the seating capacity permitted by the Fire Code and approved by the Fire Marshal's office.
Per Student	Students or enrollees that the facility is permitted to have according to the appropriate licensing agency, if applicable.

3. *Multiple Nonresidential Uses.* If several nonresidential uses occupy a single parcel or building, the parking requirements shall be calculated separately for each use within the development, or as set out in [Section 156.E.006, Parking Credits and Reductions](#), whichever results in a lesser number of required spaces.

- G. **Surfacing and Drainage.** All vehicle use areas shall be graded, surfaced, and maintained so that water does not accumulate, flow, or drain onto abutting public or private property. The surfacing of VUAs shall consist of asphalt, concrete, or other all-weather surface approved by the City Engineer.
- H. **Dedication of Spaces.** Off-street parking, loading, and stacking spaces shall not be used interchangeably to meet one another's requirements nor shall their placement interfere with one another's use.
- I. **Insufficient Vehicle Use Area.** The Zoning Administrator may require a landowner to provide additional VUA even if the number of spaces provided meets the minimum requirement for the established use, if vehicles are consistently required to park or unload on the street (where on-street parking is prohibited) or on other properties due to a lack of usable VUA.

Section 156.E.003, Parking Design

A. Design and Construction Requirements.

1. *Tandem Parking.* Each parking space shall be accessible from a street or alley through aisles and/or driveways, except that tandem parking arrangements are permitted for single-family, two-family, and manufactured home uses or as allowed based on an approved parking study as described in [Section 156.E.006, Parking Credits and Reductions](#).
2. *Dead-End Aisles.* Dead-end aisles are not permitted unless adequate turnarounds usable by a two-axle vehicle are provided.
3. *Marking.* All parking spaces for nonresidential and mixed-uses shall be clearly marked on the pavement with yellow or white traffic paint or raised pavement markers approved by the City Engineer.
4. *Parking Space Orientation.* Parking areas shall be designed to minimize headlights shining into residential properties.
5. *Parking Module Dimensions.* Parking modules shall be dimensioned as shown in Table [156.E.003, Parking Module Dimensions](#). The dimensions that are set out in the table are illustrated in Figure [156.E.003, Illustrative Parking Module Configurations](#).

Table 156.E.003
Minimum Parking Module Dimensions

A	B	C		D		E	F	
Angle of Parking (Degrees)	Width of Stall	Depth of Stall 90 Degrees to Aisle		Width of Aisle		Width of Stall Parallel to Aisle	Module Width	
		One Way	Two Way	One Way	Two Way		One Way	Two Way
30	9.5	16.8	12.9	11	18	18	44.6	43.8
45	9.5	19.1	15.9	13	18	12.7	51.2	49.8
60	9.5	20.1	17.8	18	18	10.4	58.2	53.6
90	9.5 ¹	18	18	24	24	9	42	60
Parallel	9.5	21 ² (length)	21 ² (length)	12	18	N/A	30	36

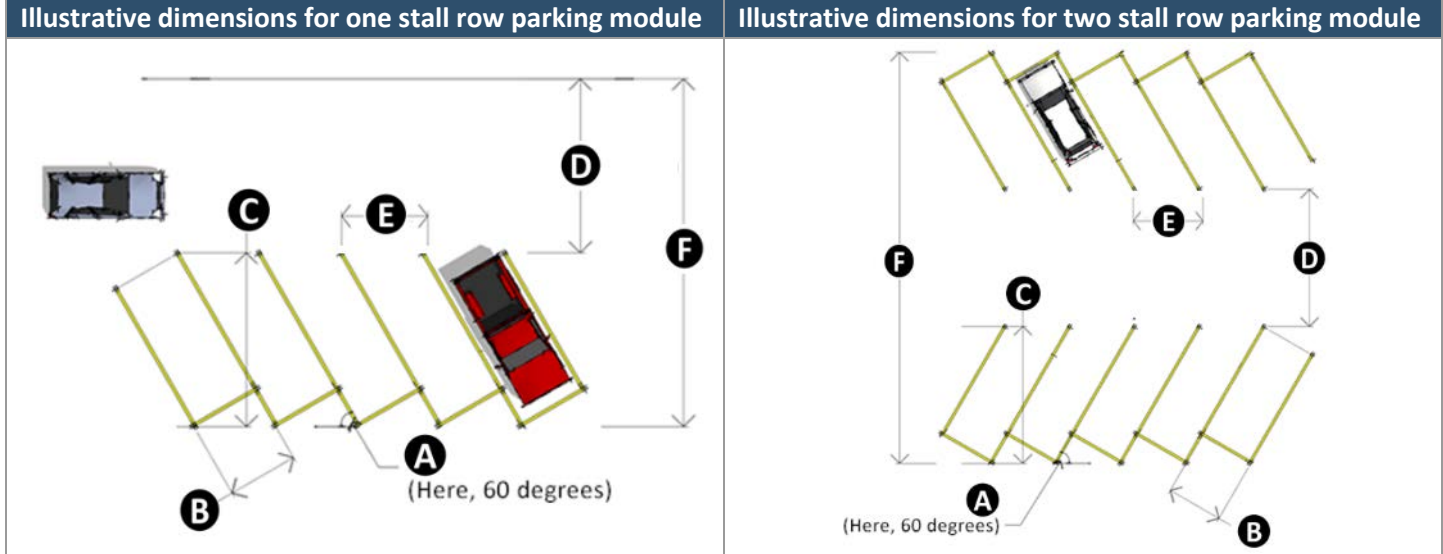
TABLE NOTES:

¹End spaces must be 12 feet

²End spaces may be 18 feet

Figure 156.E.003

Illustrative Parking Module Configurations



B. Surfacing and Drainage.

1. *Paving and Grading.* Except as set forth in Subsection D, *Alternative Paving Materials*, below, all off-street parking areas, driveways, and access drives must be paved with an all-weather surface and graded and drained as to dispose of all surface water accumulations within the area.
2. *Equipment and Service Vehicles.* Areas used to store equipment or service vehicles used in connection with the operation of a business located on the premises, may be surfaced with gravel or grass that is maintained to eliminate blowing dust and erosion.

C. **Setback.** No part of any parking area shall be closer than five feet to any established street right-of-way, alley, or property line. Where a parking area of a non-residential use or district adjoins any residential use or district, it shall be screened in accordance with the standard of [Section 156.F.004, Buffering](#).

D. **Alternative Paving Materials.** The City Engineer may approve alternative paving materials for parking areas not specified in [Section 156.E.002.F, Surfacing and Drainage](#), if the City Engineer determines that the alternative, compared to the permitted materials, is substantially equal to or better in quality and durability.

E. **Snow Storage.** Parking lots and landscaping and buffering required by [Article F, Landscaping, Buffering, and Screening](#), shall be designed so that snow can be efficiently plowed into on-site storage areas. Snow storage areas shall be located and designed so that:

1. *Reduction of Spaces.* The amount of parking on the site is not reduced below 80 percent of the number of spaces required by Table [156.E.004-1, Minimum and Maximum Off-Street Parking](#), when snow is stored on-site;
2. *Circulation and Visibility.* Storage of snow does not interfere with circulation on the site or with visibility at points of ingress or egress or at street intersections;
3. *Landscape Islands.* Landscape islands shall not be used for snow storage unless specifically identified on the site development plan. All light poles, landscaping, or internal pedestrian pathways shall be protected from vehicle encroachment with concrete curbing or similar permanent and elevated landscaping elements approved by the Zoning Administrator.
4. *Risk Mitigation.* The location of the snow storage area does not create an unreasonable risk of snow being pushed into street rights-of-way;
5. *Heavy Snow Events.* The snow storage area is located and configured so that snow can be removed from the site during periods of heavy snowfall that are combined with sub-freezing temperatures; and

6. *Pervious Storage Area.* The area under the stored snow is pervious landscape area, and runoff from snowmelt is directed through stormwater best management practices (BMPs) to slow water and improve its quality.

Section 156.E.004, Required Off-Street Parking

- A. **Applicability.**
 1. This Section applies to all uses and structures in all zoning districts, except as provided below.
 2. The minimum requirements of this Section do not apply to the Urban Core (UC) district. However, the maximum requirements of this Section do apply.
- B. **Residential Parking.** Parking spaces for Household Living use types or specified building types that are located in private garages, carports, or individual driveways do not have to be marked. An area on a private residential lot is considered a parking space if:
 1. *Dimensions.* The area is at least 9.5 feet wide and 20 feet deep in dimension and is not part of an access drive to a private garage or carport;
 2. *Encroachment.* The area does not encroach upon a public sidewalk;
 3. *Surface.* The area has an improved hard surface as required in Section 156.E.003.B, *Surfacing and Drainage*; and
 4. *Access.* The area is accessible from the street or alley.
- C. **Minimum and Maximum Spaces.** Off-street parking spaces must be provided for the uses listed in Table 156.E.004, *Minimum and Maximum Parking*, below. The uses must provide the minimum number of off-street parking spaces, and parking spaces may not exceed the maximum number of spaces.
- D. **Multiple Activities.** Except as otherwise provided, where multiple activities associated with a single-use take place on-site, the required parking shall include a combination of the site's activities. For example, a truck stop is required to provide parking based on applicable retail sales area, car wash, overnight accommodations, and any other applicable activities.

Table 156.E.004 Minimum and Maximum Parking			
SF = square feet GFA = Gross Floor Area -- = No minimum or no maximum, as applicable			
Use Category	Subtype	Minimum Spaces	Maximum Spaces
Residential and Agricultural			
Household Living	Dwelling, Apartment	1 per dwelling unit	1 per bedroom
	Dwelling, Single-Family Attached	2 per dwelling unit	4 per dwelling unit
	Dwelling, Single-Family Detached	2 per dwelling unit	4 per dwelling unit
	Dwelling, Duplex	2 per dwelling unit	4 per dwelling unit
	Dwelling, Townhouse	2 per dwelling unit	4 per dwelling unit
	Dwelling, Multiplex	1 per dwelling unit	1 per bedroom
	Manufactured Home Park	Zero	2 per dwelling unit
Group Living	Assisted Living Facility	0.3 per unit + 0.75 per employee	1 per unit + 1 per employee
	Boarding or Rooming House	1 per bedroom	1 per bedroom
	Group Home	2 per dwelling unit	2 per dwelling unit
	Nursing Home	1 per 2 beds	1 per 2 beds

Table 156.E.004
Minimum and Maximum Parking

SF = square feet GFA = Gross Floor Area -- = No minimum or no maximum, as applicable

Use Category	Subtype	Minimum Spaces	Maximum Spaces
	Group Living (Other than Listed)	2 per dwelling unit	2 per dwelling unit
Residential Accessory Uses ¹	Accessory Dwelling Unit	1 per dwelling unit	1 per dwelling unit
	Bed and Breakfast Home	1 per bedroom	1 per bedroom
	Farm Stand	1 per stand	3 per stand
	Group Day Care (6 to 12 children)	--	1 per dwelling unit
	Residential Accessory Use (Other than Listed)	--	--
	Upper-Story Residential	1 per dwelling unit	1.5 per dwelling unit
Agricultural and Animal Services	Community Garden	1 per 500 SF GFA	1 per 200 SF GFA
	Kennel	1 per 1,000 SF GFA	1 per 250 SF GFA
	Plant Nursery, Greenhouse, and Landscaping Business	--	--
	Veterinary Clinic	1 per 500 SF GFA	1 per 200 SF GFA
	Veterinary Hospital	1 per 500 SF retail area	1 per 300 SF retail area
	Crop Production	--	--
	Nursery (Retail)	1 per 500 SF retail area	1 per 200 SF retail area
	Stable (Public or Commercial)	1 per horse boarded	2 per horse boarded
Public and Institutional			
Day Care	Adult Day Care	1 per employee	1.75 per employee
	Pre-School or Child Day Care Center	1 per employee	1.75 per employee
	Group Day Care Center	1 per employee	1.75 per employee
	Botanical Garden, Nature Preserve or Trail	--	--
	Bus or Train Passenger Terminal	--	--
Educational Facilities	College or University	1 per 400 SF office, research, and library area; plus 1 space per 300 sq ft assembly areas and classrooms	1 per 300 SF office, research, and library area; plus 1 space per 250 sq ft assembly areas and classrooms
	Training Facility or Vocational School	1 per 300 SF GFA	1 per 250 SF GFA

Table 156.E.004
Minimum and Maximum Parking

SF = square feet GFA = Gross Floor Area -- = No minimum or no maximum, as applicable

Use Category	Subtype	Minimum Spaces	Maximum Spaces
	School, Primary or Secondary (Public or Private) -Primary -Secondary	2 per classroom (Primary); 1 per employee + 1 per 5 students (Secondary)	--
	All Other Educational Facilities	1 per 400 SF GFA	1 per 350 SF GFA
Government Facilities	Government / Non-Profit Office	1 per 400 SF GFA	1 per 200 SF GFA
	Government Services (Police, Fire, Emergency Medical Services)	--	--
Medical Facilities	Hospital	1 per 3 patient beds	1 per 2 patient beds
	Funeral Home or Mortuary	1 per 6 seats	1 per 1.5 seats
	Clinic, Medical Lab, or Urgent Care	1 per 300 SF GFA	1 per 150 SF GFA
Parks and Open Areas	Botanical Garden, Nature Preserve or Trail	--	--
	Cemetery, Columbarium, Mausoleum, or Memorial Park	--	--
	Park, Playground, and Common Open Space	--	--
Passenger Terminal	Airport or Heliport	-Special Study, refer to Section 156.E.004.F	
	All other Passenger Terminal Uses	--	--
Public Assembly	Club or Lodge	1 per 300 SF GFA	1 per 200 SF GFA
	Place of Public Assembly	1 per 6 seats	1 per 1.5 seats
	Library, Aquarium, Museum, or Gallery	1 per 1,000 SF GFA	1 per 500 SF GFA
	Senior, Youth, or Community Center	1 per 300 SF GFA	1 per 200 SF GFA
Social Service	All Social Services	Special Study, refer to Section 156.E.004.F	
Utilities	Major Utility	1 per employee	--
	Minor Utility	--	--
Commercial and Office			

Table 156.E.004
Minimum and Maximum Parking

SF = square feet GFA = Gross Floor Area -- = No minimum or no maximum, as applicable

Use Category	Subtype	Minimum Spaces	Maximum Spaces
Adult Business	Adult Entertainment Business	1 per 400 SF GFA	1 per 200 SF GFA
Entertainment (Indoor)	Archery / Firearms Range	1 per 3 bays or 1 per 300 SF firing area if no bays	1 per bay or 1 per 100 SF firing area if no bays
	Bar or Tavern	1 per 200 SF GFA	1 per 100 SF GFA
	Bowling Alley	1 per lane	4 per lane
	Dance Club or Dance Hall	1 per 200 SF GFA	1 per 100 SF GFA
	Fitness Gym	1 per 600 SF GFA	1 per 200 SF GFA
	Entertainment (Indoor) (Other than Listed)	1 per 450 SF GFA	1 per 100 SF GFA
	Movie or Other Theater	1 per 4 seats	1 per 3 seats
	Tattoo or Piercing Business	1 per chair plus 1 per employee	1.5 per chair plus 1 per employee
Entertainment (Outdoor)	Amphitheater	1 per 6 seats or 1 per 30 SF if no permanent seats	1 per 4 seats or 1 per 50 SF if no permanent seats
	Campground without Overnight Accommodations	1 per campsite	--
	Golf Course	--	5 per hole
	Golf Driving Range	1 per tee area	3 per tee area
	Mini-Golf Course	1 per 300 SF outdoor entertainment area plus 1 per 200 SF GFA	1 per 250 SF outdoor entertainment area plus 1 per 150 SF GFA
	Entertainment (Outdoor) (Other than Listed)	1 per 1,000 SF outdoor entertainment area	1 per 300 SF outdoor entertainment area
	Stadium, Running Track, or Ball Field	1 per 6 seats or 1 per 50 SF if no permanent seats	1 per 4 seats or 1 per 30 SF if no permanent seats
Offices/Suites	Bank or Credit Union	1 per 350 SF GFA	1 per 200 SF GFA
	Offices (Other than Listed)	1 per 400 SF GFA	1 per 200 SF GFA
Overnight Accommodations	Bed and Breakfast Inn	0.3 per guest room + 1 per 3 persons (based on maximum design occupancy) for accessory meeting space and catered functions	1 per guest room + 1 per 1 person (based on maximum design occupancy) for accessory meeting space and catered functions
	Campground with Overnight Accommodations	1 per campsite	--

Table 156.E.004
Minimum and Maximum Parking
SF = square feet GFA = Gross Floor Area -- = No minimum or no maximum, as applicable

Use Category	Subtype	Minimum Spaces	Maximum Spaces
	Overnight Accommodations (Other than Listed)	.8 per guest room + 1 per 800 SF public meeting area and restaurant space	1 per guest room + 1 per 400 SF public meeting area and restaurant space
Parking, Commercial	All Uses	--	--
Restaurants	Catering Establishment	1 per employee or 1 per 1,500 SF GFA, whichever is less	--
	Food Delivery	1 per employee	2 per employee
	Microbrewery	1 per 200 SF dining or tasting area	1 per 100 SF dining or tasting area
	Restaurant (Other than Listed)	1 per 200 SF GFA	1 per 100 SF GFA
	Restaurant, Drive-In or Drive-Through	1 per 250 SF GFA	1 per 150 SF GFA
Retail Repair, Sales, and Service	All Uses	1 per 400 SF GFA	1 per 200 SF GFA
Self-Service Storage	All Uses	1 per 20 storage stalls	1 per 10 storage stalls
Vehicle Sales and Service	Car Wash	1 per 3 employees	1 per employee
	Heavy Vehicular Equipment Sales, Service, and Repair	1 per 1,000 SF sales and service building(s)	1 per 300 SF sales and service building(s)
	Vehicle Fuel Station	1 per 400 SF GFA	1 per 200 SF GFA
	Vehicle Repair, Major	1 per 250 SF GFA + 1 per employee	1 per 200 SF GFA + 1 per employee
	Vehicle Service, Minor	1 per 400 SF GFA	1 per 200 SF GFA
	All Other Vehicle Sales and Service	1 per 500 SF sales and service building(s)	--
Industrial			
Heavy Industrial	All Uses	1 per employee or 1 per 1,500 SF GFA, whichever is less	--
Light Industrial	Building or Development Contractor	1 per 1,500 SF storage area	1 per 300 SF storage area
	Light Industrial (Other Than Listed)	1 per employee or 1 per 1,500 SF GFA, whichever is less	--
Warehousing and Freight Movement	All Uses	1 per 2,000 SF GFA	--
Waste-Related Service	All Uses	1 per employee + 1 per 15,000 SF of outdoor storage or salvage area	--
Wholesale Trade	All Uses	1 per 1,500 SF GFA	1 per 400 SF GFA

Table 156.E.004

Minimum and Maximum Parking

SF = square feet GFA = Gross Floor Area -- = No minimum or no maximum, as applicable

Use Category	Subtype	Minimum Spaces	Maximum Spaces
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Notes:

¹ In addition to the required and maximum for the primary use.

F. Special Studies.

1. *Generally.*

- Some of the uses listed in Table 156.E.004-1, *Minimum and Maximum Parking*, have widely varying parking demand characteristics. Accordingly, their parking requirements are listed as "Special Study." Required parking for these uses are established according to the standards of this Section.
- Special studies may also be submitted to support a request to reduce the number of required parking spaces to less than that set out in Table 156.E.004-1, due to the nature of the operations and/or location of a proposed use. The special study must include and support all requested reductions in parking. Further parking credits and reductions that are otherwise available pursuant to [Section 156.E.006, *Parking Credits and Reductions*](#), may not be applied when parking reductions are granted pursuant to this Section, unless the reductions are supported by the special study.

2. *Special Study Requirements.*

- A special study must be conducted by a qualified transportation planner or traffic engineer at the applicant's expense.
- The special study must provide:
 - A peak parking analysis of at least five functionally comparable uses; and
 - Documentation regarding the comparability of the referenced uses, including: name, function, location, gross floor area, parking availability, access to transportation network (including vehicular, bicycle, pedestrian, and transit), use restrictions, and other factors that could affect the parking demand.

3. *Approval of Special Study.*

- The Zoning Administrator may rely upon the special study or may request additional information or analysis, including, but not limited to: alternative or new data points, or consideration of additional or alternative factors related to comparability or peak demand, as supported by sound engineering principles.
- As a condition of approval of a special study, the Zoning Administrator may require that land be reserved as an undeveloped area for additional future parking if there is a demonstrably high probability the use could change, resulting in a higher demand for parking.

- G. **Unlisted Uses.** Upon receiving a development application for a use not specifically addressed in this Article, the Zoning Administrator shall apply the off-street parking standard specified for the use that the Zoning Administrator deems most similar to the proposed use according to [Section 156.C.010, *New and Unlisted Uses*](#), or require that the applicant provide a special study according to Subsection F, *Special Studies*, above.

Section 156.E.005, Required Accessible Parking

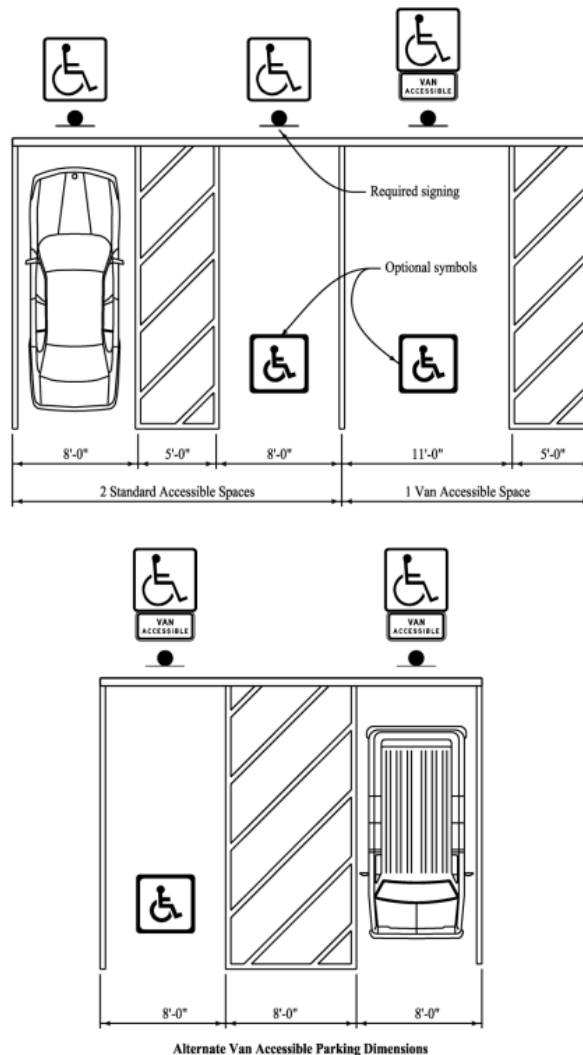
- A. **Number of Required Spaces.** Parking for disabled persons shall be provided as set out in Table [156.E.005-1, *Accessible Parking Requirements*](#), or as required by the Americans with Disabilities Act (ADA) Standards for Accessible Design and ADA Accessibility Guidelines for Buildings and Facilities published by the United States Access Board. If any of the standards within this Section and the United States Access Board are in conflict then whichever requires more spaces shall be used. Required accessible parking spaces are included in the total number of required parking spaces per [Section 156.E.004, *Required Off-Street Parking*](#).

Table 156.E.006-1 Accessible Parking Requirements		
Number of Required Parking Spaces	Minimum Number of Accessible Parking Spaces	Minimum Number of Van-Accessible Parking Spaces
1 to 25	1	1
26 to 50	2	1
51 to 75	3	1
76 to 100	4	1
101 to 150	5	1
151 to 200	6	1
201 to 300	7	2
301 to 400	8	2
401 to 500	9	2
501 to 1000	2 percent of total parking provided in each lot or structure	1 out of 6 accessible spaces, rounded up
1001 and over	20 plus 1 for each 100 over 1000	1 out of 6 accessible spaces, rounded up

- B. **Parking Space Size Specifications.** Figure [156.E.005-1](#), *ADA Parking Space Dimensions*, details the specific size requirements for both standard automobile and van accessible ADA accessible parking spaces.

Figure 156.E.005-1
ADA Parking Space Dimensions

Figure 8B-1.02: Accessible Space Dimensions



Section 156.E.006, Parking Credits and Reductions

- A. **Generally.** This Section sets out several ways to reduce or receive credit for the number of required off-street parking spaces that must be provided according to [Section 156.E.004, Required Off-Street Parking](#).
- B. **Administrative Credits and Reductions.** The Zoning Administrator may approve the following parking credit and reduction options for a property. If such administrative reductions are proposed in a legislative review application the presence of such reductions shall have no bearing on the recommendation or final decision of the administrative review bodies involved. The administrative credit and reduction options are cumulative if more than one is used on a property.
1. **On-Street Parking Credit.**
 - a. On-street parking spaces may provide credit to satisfy the minimum parking space requirements in the nonresidential and mixed-use zoning districts established in [Section 156.E.004, Required Off-Street Parking](#) on streets designed for on-street parking. The use of on-street parking spaces to satisfy minimum parking requirements in no way guarantees the use of such parking spaces to customers, employees, or visitors of the subject property.

- b. On-street spaces shall be located on a public or private street, shall be available to the general public, and directly abutting the subject property.
- c. Bus stops, clear zones adjacent to curb cuts, and other areas in which parking is prohibited shall not be included in the calculation of available on-street parking spaces.
- d. An on-street parking space shall be a minimum of 20 feet in length. A minimum of 16 linear feet of an on-street parking space shall be directly adjacent to the subject property in order to be counted as a parking space.

2. Shared Parking Reduction.

- a. Shared parking allows a reduction of up to 25 percent in the total number of required parking spaces when a property is occupied by two or more uses that typically do not experience peak use of parking areas at the same time. When any land or building is used for two or more uses that are listed in Table 156.E.005-1, *Shared Parking Table*, below, the minimum total number of required parking spaces may be determined by the following procedures, which are followed by Table 156.E.005-2, *Illustrative Shared Parking Credit Calculation*, showing an example of how to calculate shared parking reductions.
 - i. Determine the minimum parking requirements for each use category in Column (A) as if it were a separate use excluding spaces reserved for use by specified individuals or classes of individuals (for example, accessible spaces or spaces posted as “reserved”);
 - ii. Multiply the sum of required parking spaces for each use by the corresponding percentages for each of the five time periods set forth in Columns (B) through (F) of Table 156.E.005-1, below;
 - iii. Calculate the total for each time period; and
 - iv. Select the Column with the highest total to find the required number of shared spaces.

Table 156.E.006-1, Shared Parking Table

(A) Use Category	Weekday		Weekend		(F) Night (midnight to 6 AM)
	(B) Day (6 AM to 6 PM)	(C) Evening (6 PM to midnight)	(D) Day (6 AM to 6 PM)	(E) Evening (6 PM to midnight)	
Residential	60%	90%	80%	90%	100%
Offices	100%	10%	10%	5%	5%
Retail Sales or Personal Service	60%	90%	100%	70%	5%
Overnight Accommodations	75%	100%	75%	100%	75%
Restaurant	50%	100%	100%	100%	10%
Indoor Recreation or Outdoor Recreation	40%	100%	80%	100%	10%
All Others	100%	100%	100%	100%	100%

Table 156.E.006-2, illustrative Shared Parking Reduction Calculation

EXAMPLE: A mixed-use building in the MU zoning district has 35 apartments, 30,000 square feet of general office space, and 40,000 square feet of retail space. Separately, these uses would require 270 parking spaces ((35 sp. x 2 sp. / unit) + (30,000 sf. x (1 sp. / 350 sf.)) + (40,000 sf. x (1 sp. / 350 sf.)) = 270). However, combined, they could share 196 parking spaces, a 27% reduction.

(A) Use Category	Weekday		Weekend		(F) Night (midnight to 6 AM)
	(B) Day (6 AM to 6 PM)	(C) Evening (6 PM to midnight)	(D) Day (6 AM to 6 PM)	(E) Evening (6 PM to midnight)	
Residential 70 spaces	60% x 70 = 42	90% x 70 = 63	80% = 56	90% = 63	100% = 70
Office or Industrial 86 spaces	100% x 86 = 86	10% x 86 = 9	10% x 86 = 9	5% x 86 = 4	5% x 86 = 4
Retail Sales and Service 114 spaces	60% x 114 = 68	90% x 114 = 103	100% x 114 = 114	70% x 114 = 80	5% x 114 = 6
COLUMN TOTALS	196	175	179	147	80

TABLE NOTE:

The largest number, 196, is the number of parking spaces required. This example is a 27 percent reduction compared to individual calculations.

- b. Where a shared parking reduction is to be applied to uses on two or more lots under different ownership, the following shall be provided to the Zoning Administrator:
 - i. A plan that provides for interconnected parking lots and required residential spaces to be clearly designated and separated from spaces provided for employees, customers, and service;
 - ii. Recorded easements, accepted on a form acceptable to the City Attorney, that provide, at a minimum:
 - (A) A guarantee of each owner's rights to the use of the parking facility;
 - (B) A requirement that any termination of or amendment to the agreement shall be subject to the approval of the City;
 - (C) Cross-access among the parking areas and connections to allow parking by the different uses anywhere on the connected properties;
 - (D) Allocation of maintenance responsibilities;
 - (E) A pedestrian circulation system that connects uses and parking areas, making it easy and convenient for pedestrians to move between uses; and
 - (F) A right of enforcement by the City.

3. *Off-Site Parking Credit.* Off-site parking spaces may provide credit to satisfy the minimum parking space requirements in any nonresidential or mixed-use zoning district subject to the following:
 - a. The off-site parking lot is within 300 feet of the subject property, measured from the nearest property lines;
 - b. The parking lot is wholly within a nonresidential or mixed-use zoning district; and
 - c. The parking lot complies with all applicable requirements of this Zoning Ordinance.

C. Legislative Credits and Reductions.

1. *Plan and Zoning Commission.* The Plan and Zoning Commission may approve a reduction in the number of required parking spaces if the applicant demonstrates that a reduction is appropriate based on the applicant providing a parking study with specific parking demand forecasts for the proposed use and/or on the provision of alternative parking or transportation demand management programs that tend to reduce the demand for parking spaces, provided that:
 - a. The study is prepared by a professional transportation planner or traffic engineer;

- b. The forecasts are based upon a peak parking analysis of at least five comparable uses; and
 - c. The comparability of the uses is documented in detail, including their location, gross floor area, street access, use types and restrictions, hours of operation, peak parking demand periods, and all other factors that could affect parking demand.
2. *Transportation Professional.* The Zoning Administrator may retain a qualified transportation planner or traffic engineer, at the applicant's expense, to review the parking demand forecast and provide recommendations to the Plan and Zoning Commission.
 3. *Reserve.* The balance of the land necessary to meet the parking requirements shall be held in reserve as an undeveloped area, to meet any future needs generated by an expansion of the business, a change in land use, or underestimated parking demand.

Section 156.E.007, Off-Street Loading

- A. **Generally.** This Section establishes the requirements with off-street loading spaces in connection with any nonresidential or mixed-use building, structure, or use which is to be erected or substantially altered to provide adequate space for off-street loading, unloading, and the maneuvering of shipping and delivery vehicles in the GC, GI, and MU zoning districts.
- B. **Minimum Number of Off-Street Loading Spaces Required.** Off-street loading facilities shall be provided in accordance with the requirements in Table 156.E.007, *Minimum Off-Street Loading Spaces Required*.

Table 156.E.007 Minimum Off-Street Loading Spaces Required		
Use Groupings ¹	Gross Floor Area in Square Feet	Number of Required Loading Spaces
Industrial	Less than 10,000	0
	10,000–50,000	1
	50,001–100,000	2
	Each additional 100,000	1
Commercial and Office, Public and Institutional	Less than 10,000	0
	10,000–100,000	1
	100,001–200,000	2
	Each additional 100,000	1
All Other Use Groupings	N/A	N/A

Table Notes:

N/A = Not Applicable

¹Refer to overall groupings of the uses in the Use Table in Section 156.C.003 (for example, Agricultural, Residential, etc).

- C. **Design.** To minimize impacts, off-street loading areas shall comply with the following standards:
 1. *Lighting.* Any lighting used to illuminate off-street loading or unloading areas may not glare on any right-of-way or adjacent property.
 2. *Location.* Not be located within 40 feet of the nearest point of intersection of any two streets with no loading dock visible from a thoroughfare or collector street right of way;
 3. *Buffering.* Docks and loading spaces shall be located behind buildings and screened from view from abutting properties and public right-of-way. Truck access and loading areas that are located between a principal building and a residential property shall comply with the following additional standards:
 - a. *Use of Enclosed Loading.* The loading area shall be enclosed by a roof and a wall between the principal building and the property boundary line (as depicted in Figure 156.E.007-1, *Illustrative Example of Enclosed Loading*, below). The walls of the enclosure shall be tall enough to completely screen the delivery vehicle and shall be designed and constructed with architectural elements such as windows, awnings, or other

features that complement the exterior of the principal building. The portion of the bufferyard between the enclosed loading and the property line may be reduced by one level of opacity with the remainder of the bufferyard being the opacity level required by Table 156.F.004-1, *Bufferyard Types*, for the applicable zoning district; or

- b. *Absence of Enclosed Loading.* The loading area shall be screened along its length by a district bufferyard that has one additional level of opacity (for example, from a Type B bufferyard to a Type C bufferyard) than required by Table 156.F.004-1 and, additionally, the loading area shall contain an eight-foot-tall masonry wall that is designed and constructed with the same primary exterior finish materials of the principal building.

Figure 156.E.007-1
Illustrative Example of Enclosed Loading



D. Types of Loading Spaces.

1. *Loading for Industrial Uses.* Each required loading space in the GI, General Industrial zoning district shall be a minimum of 12 feet in width and 45 feet in depth.
2. *Other Uses.* All other required loading spaces shall be a minimum of 12 feet in width and 18 feet in depth. All required loading spaces shall have a minimum vertical clearance of 15 feet and shall be designated by signs as loading spaces.

E. Mixed-Use Developments. Where mixed-use developments may be adequately and conveniently served by a common loading area, the Zoning Administrator may approve a reduction in spaces required in Table 156.E.007-1, *Minimum Off-Street Loading Spaces Required*. For this purpose, the minimum number of required spaces shall be based on the Use Category having the greatest number of resulting spaces.

F. Outdoor Storage. For the purposes of this Section, each two square feet of exterior area used for outdoor storage shall be considered equivalent to one square foot of enclosed gross floor area.

Section 156.E.008, Off-Street Stacking

A. Generally. Stacking spaces create capacity of a drive-through lane to hold vehicles while transactions are taking place at drive-through facilities. Stacking spaces are nine feet in width by 20 feet in length and provide direct access to a service window or other improvement. The position in front of a drive-through station (e.g., a service window, ATM, or station at a drive-through bank) is counted as a stacking space.

B. Requirements.

1. *Minimum Number.* Uses that include drive-through service shall not have fewer than the number of stacking spaces established in Table 156.E.008, *Stacking Requirements*.

2. *Bypass Lane.* A 10-foot-wide bypass lane is required adjacent to stacking lanes to allow vehicles to travel around the drive-through activity and exit the site or park.
3. *Turn-Around Area.* Controlled entrances shall be designed so that vehicles may turn around without entering the gated area or backing out into the public right-of-way.

Table 156.E.008
Stacking Requirements

Activity	Minimum Spaces	Measured From
Automated teller machine (ATM)	3	ATM keypad
Bank teller lane	5	Teller window or pneumatic tube station
Carwash stall, automatic	4	Entrance to wash bay
Carwash stall, self-service	3	
Day care drop-off (between 7 to 11 children or adults)	3	Facility passenger loading area
Day care drop-off (11 or more children or adults)	3 plus 1 per every 500 square feet of heated floor area	
School, primary or secondary (public or private)	Determined by Zoning Administrator	
Fuel pump island	2	Pump island
Parking lot, controlled entrance	4	Key code box
Restaurant, drive through (or a functionally similar use) ¹	4	Order box ²
	4	Order box to first window
	2	First window to second window
Vehicle servicing	2	Entrance to stall
Other	Determined by Zoning Administrator	

TABLE NOTE:

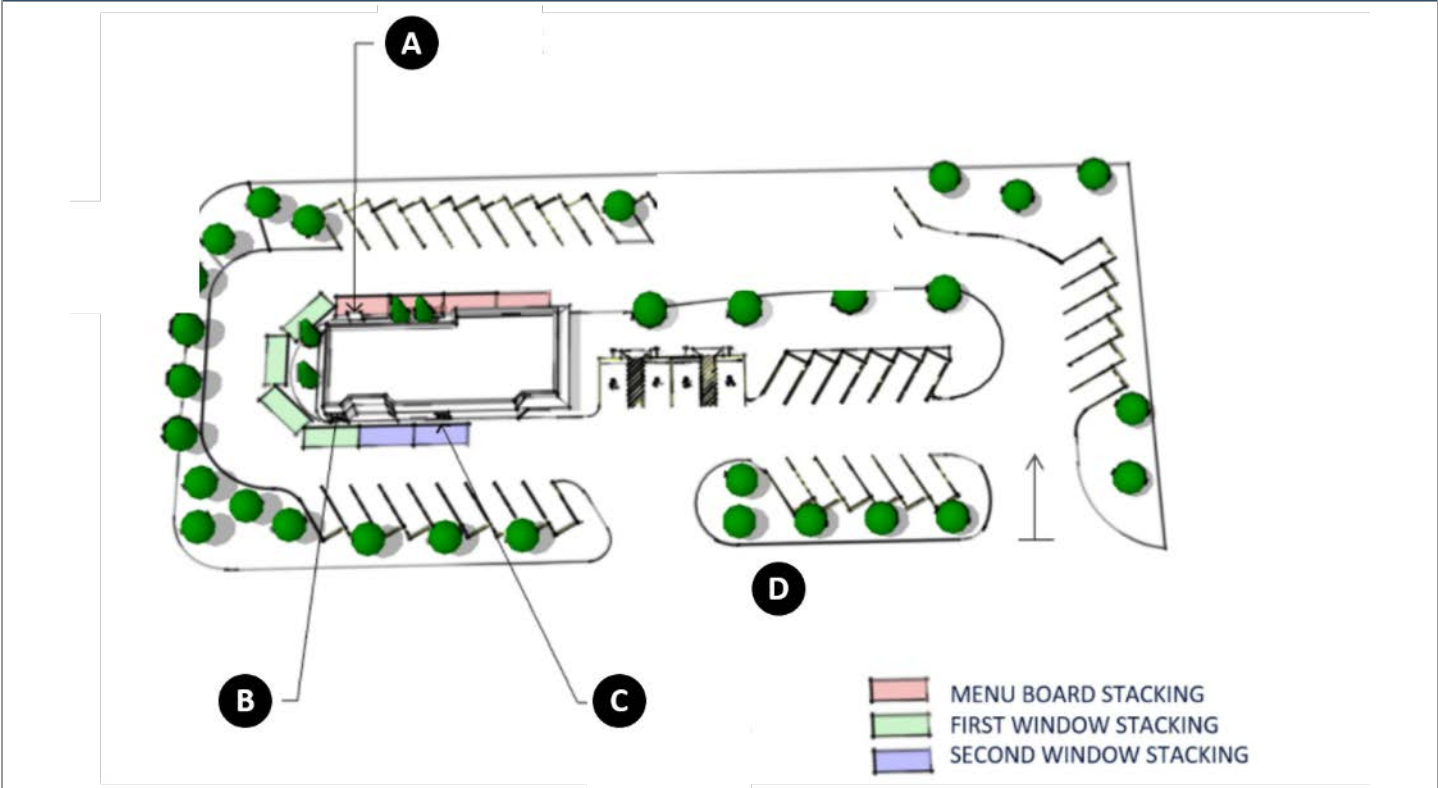
¹If one window is provided (for both payment and pick-up), then six stacking spaces are required measured at the order box and five stacking spaces are required between the order box and the window.

²If the restaurant has dual order boxes then 3 spaces are required per order box.

³Each space is measured to include a length of 25 feet.

⁴Stacking shall not block access to driveways or parking areas.

Figure 156.E.008
Illustrative Stacking Requirements



ARTICLE F – LANDSCAPING, BUFFERING, AND SCREENING

Section 156.F.001, Purpose and Applicability

- A. **Purpose.** The purpose of this Section is to establish minimum standards to achieve the following objectives, which, combined, promote the health and general welfare of the citizens of Marshalltown:
1. *Appearance and Beauty.* Enhancement of the overall appearance and natural beauty of the community;
 2. *Buffering and Screening.* Buffering of incompatible land uses and screening negative site elements;
 3. *Heat Island Effect.* Reduction of heat generated from paved surfaces;
 4. *Water Quality and Wildlife.* Protection of water quality and wildlife habitat;
 5. *Vegetation and Topsoil.* Preservation of existing vegetation and topsoil; and
 6. *Benefits.* Landscaping and landscaped open spaces provide multiple benefits including energy conservation, increased property values, and an enhanced aesthetic quality throughout the City.
- B. **Applicability.** The standards of this Article apply to the following development activities:
1. *New Development.* New residential, nonresidential, or mixed-use development or change in use from residential to nonresidential or mixed-use;
 2. *Increase in Intensity.* Increase in apartment units, manufactured home pads, nonresidential gross floor area, or impervious surface by 20 percent or more, cumulatively over a five-year period; or
 3. *Change in Use.* Change in use requiring additional parking spaces.

Section 156.F.002, General Requirements

- A. **Generally.** Requirements for the planting of all landscape material is set out in this Section.
- B. **Plant Material Standards.**
1. *Plant Variety.* All plants shall be of the type and species appropriate for the climate and location being planted. All plant material shall be commercially produced and meet the minimum standards recognized by landscape professionals. In order to reduce the threat and impact of plant disease, multiple plant types and species shall be utilized on each site.
 2. *Prohibited Plants.* Refer to Parks & Recreation Department for a list of prohibited plants.
 3. *Sizes.* All required plants shall meet the size and variety requirements in Table 156.F.002, Minimum Plant Sizes and Varieties.

Table 156.F.002-2, Minimum Plant Sizes and Varieties	
Plant Type	Minimum Size or Varieties
Overstory Tree	2.0-inch caliper
Understory Trees	1.5-inch caliper
Evergreen / Coniferous Tree	6-feet in height
Shrubs	3-gallon container
Ornamental Grasses	1-gallon container

- C. **Plant Locations.** All plantings shall comply with the following:
1. *Public Right-of-Way.* A permit shall be obtained prior to planting any street tree or landscape material in the public right-of-way.
 2. *Sight Distance Triangle.* No landscaping may be planted in violation of the visibility triangle established in [Subsection 156.B.008.a, Measurements](#). Corner lots, and in situations where driveways and alleys intersect with

street rights-of-way, shall be kept free of landscaping and plant materials that interfere with the vision of a motorist or pedestrian.

3. *Easements.* No trees shall be placed within any public utility easement. Any shrubs or ornamental grasses planted within public utility easement (if allowed by the easement) shall not be required to be replaced in the event maintenance, repair, or installation of a utility is needed.
 4. *Fire Safety.* Landscaping shall meet minimum clearances from all fire hydrants and building sprinkler systems as required by the fire department.
 5. *Spacing.* In general, all plants shall be sited and spaced in a manner to allow for appropriate growth to mature size.
- D. **Plant Substitutions.** The following substitution of tree planting requirements may be made:
1. *Overstory.* One overstory tree may be substituted in place of 10 required shrubs.
 2. *Understory.* One understory tree may be substituted in place of five required shrubs.
 3. *Evergreen.* One evergreen/coniferous tree may be substituted in place of one required overstory tree.
 4. *Substitution.* One overstory tree may be substituted in place of two required understory trees. Two understory trees may be substituted for one required overstory trees.
 5. *Grasses.* Three ornamental grasses may be substituted for one required shrub.

Section 156.F.003, Development Landscaping

A. **Generally.**

1. *Applicability.* Site landscaping is required around multiple-family buildings, civic, institutional, commercial office and retail, industrial, and mixed-use buildings.
2. *Planting Requirements.* The required number of overstory and understory trees and shrubs or ornamental grasses as set out in the respective zoning district.

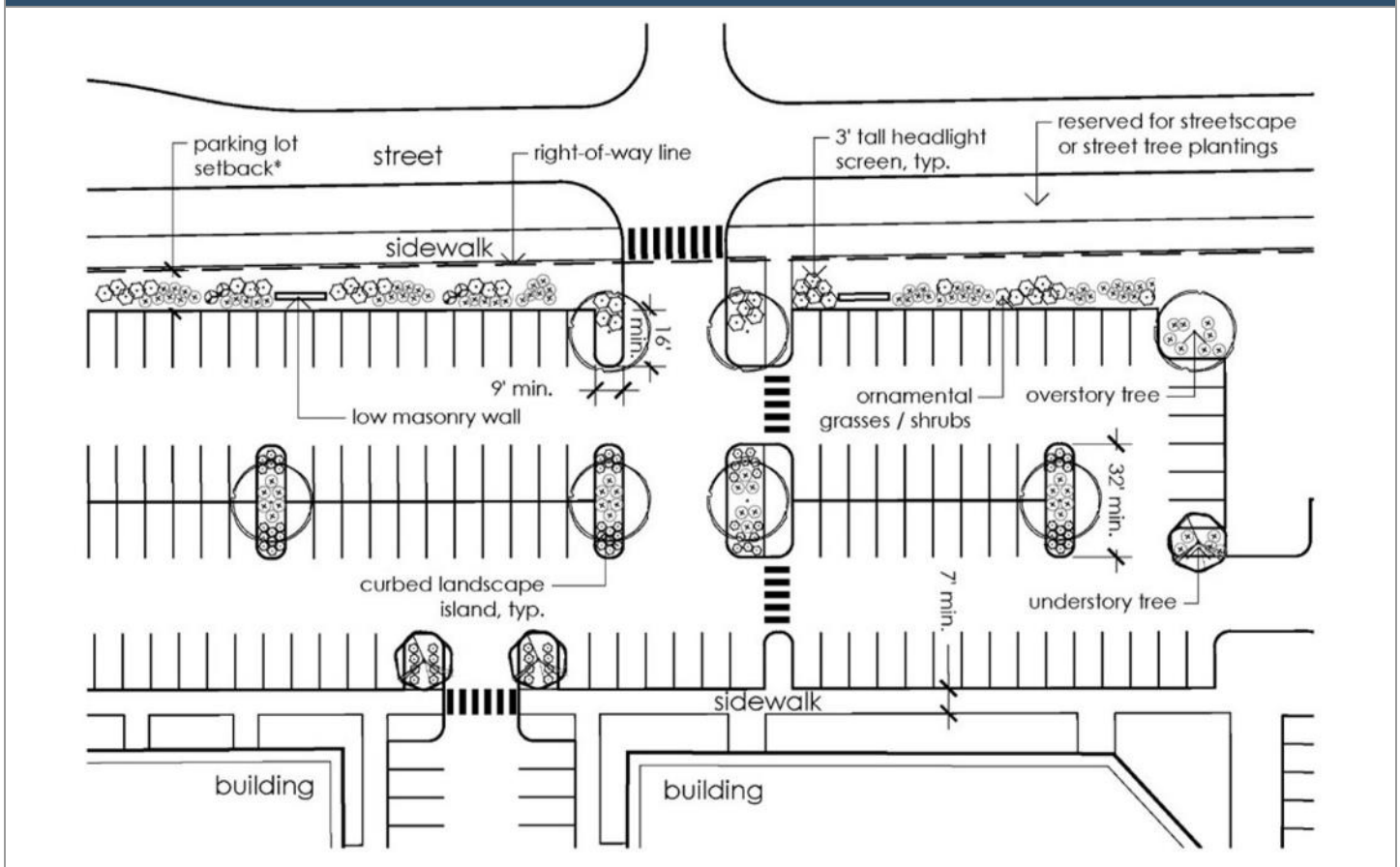
B. **Off-Street Parking, Driveways, and Loading Areas.**

1. *Generally.*
 - a. *Landscape Plan Required.* A landscape plan for all parking lots regardless of size shall be prepared and submitted to the City for review and approval for any landscaping, buffer, or screening required by the City.
 - b. *Preparation of Landscape Plan.* To encourage landscape plans to be thoughtfully arranged so site elements are artfully and technically organized in a way that conveys meaning, coherence, and spatial organization, a qualified individual or organization, as acceptable to the Zoning Administrator, shall prepare the landscape plan.
 - c. *Landscape Plan Contents.* All landscape plans are subject to the contents set forth in the Site Plan procedures in [Section 156.J.004, Administrative Review Procedures](#).
2. *Parking Lot Design.*
 - a. All rows of parking that exceed 20 stalls in length shall be terminated with a curbed landscaped island that is a minimum nine feet wide and no less than 16 feet in length (32 feet in length for head-to-head parking stalls).
 - b. Off-street parking lots that exceed 100 stalls shall require no parking or loading area shall be more than 100 feet from a tree located within a landscaped open space area.
 - c. Sidewalks that abut the front edge of any parking stall shall be no less than seven feet wide to accommodate a two feet vehicle overhang.
3. *Sidewalk Requirement.* Every parking lot of more than 100 spaces shall have at least one pedestrian walkway
4. *Landscaping Required.* All parking lot islands shall be landscaped with turf grass, ornamental grass plantings, plant beds, shrubs, trees, rock, and / or chip brick. The use of pavers in an island shall only be used in combination with plant-scaping materials. Sidewalks may be constructed within a parking lot island as necessary to

accommodate pedestrian circulation. See Figure 156.F.003-1, Off-Street Parking, Driveways, and Loading Areas. See Figure 156.F.003-1, Off-Street Parking, Driveways, and Loading Areas.

5. **Parking Lot Screening.** Whenever an off-street parking area fronts along a public street, an average of one overstory and two understory trees shall be planted every 75 feet within the parking lot setback area. In areas of public utility easement, no trees are required but the screening material must incorporate plant-scaping. Additionally, a minimum three-foot-tall screen shall be installed between the parking lot and the adjoining street along the entire frontage in accordance with minimum visibility requirements at intersections, driveways, and alleys. This screen can be constructed with any combination of ornamental grasses, shrubs, earth berming, low masonry walls, and decorative fencing. Shrubs and ornamental grasses shall have a mature height of at least three-feet.
6. **Parking Lot Setback.** The parking lot setback shall be a minimum width of five-feet.

Figure 156.F.003-1
Off-Street Parking, Driveways and Loading Areas



C. **Trees Required.** Trees shall be required in all zoning districts following the design standards provided within this Section.

1. **Single-Family Detached.** A minimum of two overstory trees is required per single-family lot.
2. **Single-Family Attached and duplex.** One overstory tree shall be required for every 40 feet of average lot width.
3. **Other Residential and Non-residential.**
 - a. A minimum of 5 overstory trees per acre shall be required.
 - b. Unless otherwise approved by the City, required trees shall not be located within the street right-of-way, between the edge of the public street and any sidewalk or trail. The trees shall be shown on a Landscaping

Plan provided to the Zoning Administrator. The tree planting plan shall include the location, size, and species of all street trees being proposed.

Section 156.F.004, Buffering

- A. **Generally.** The bufferyards required in this Section provide transition and physical barriers between properties of differing land uses to reduce the effects of sight, sound, and other incompatibilities. The bufferyards are based on the amount of screening they provide, which are classified from less screening (Type A) to more screening (Type C), depending on the types and intensities of adjoining land uses.
- B. **General Standards.**
1. *Groundcover.* In addition to the required plantings, walls, fences, and berms, remaining portions of all bufferyards shall contain groundcover.
 2. *Plant Groupings.* Bufferyard plantings may be located in small groupings to appear more natural or evenly spaced.
 3. *Earthen Berms.* Earthen berms within a bufferyard may vary and undulate to accommodate drainage and to provide a more natural appearance. Incorporation of a berm into a buffer yard may necessitate an increase in width of the bufferyard beyond what is required in Table 156.F.004-1, *Bufferyard Classifications*.
 4. *Encroachment.* No part of any required bufferyard shall be used for structures, parking, storage, loading, locating refuse containers, or any similar activity which may create a nuisance.
 5. *Extent.* All required bufferyards shall be located on the parcel proposed for development.
 6. *Access Breaks.* Breaks for pedestrian, bicycle, and vehicle access are permitted on the condition that access shall be designed to cross a bufferyard at as near a perpendicular angle as practical.
 7. *Low Impact Development.* Low impact development and other similar stormwater management features are permitted in a required bufferyard.
- C. **Bufferyard Types.** There are three types of bufferyards, each of which varies in width and the numbers and types of plants required per 100 linear feet. The minimum planting requirements for each type of bufferyard are set out in Table 156.F.004-1, *Bufferyard Classifications*, except that parking lot setback plantings are set out in Section 156.F.003, *Development Landscaping*. Illustrative examples of bufferyards are in Figure 156.F.003-1, *Illustrative Bufferyard Types*.

Table 156.F.004-1 Bufferyard Classifications						
Type	Width	Required Plantings per 100 Linear Feet				Height of Berm, Wall, or Fence ¹
		Overstory Trees	Understory Trees	Evergreen Trees	Shrubs	
Option 1: Landscape Only Bufferyard						
Type A	5 ft.	0	2	--	10	N/A
Type B	10 ft.	1	2	1	12	N/A
Type C	15 ft.	2	1	1	15	N/A
Option 2: Landscape with Berm, Wall, or Fence ²						
Type A	3 ft.	--	--	--	10	6' tall fence or wall / 4' tall berm
Type B	5 ft.	--	--	--	15	6' tall fence or wall / 4' tall berm

Table 156.F.004-1
Bufferyard Classifications

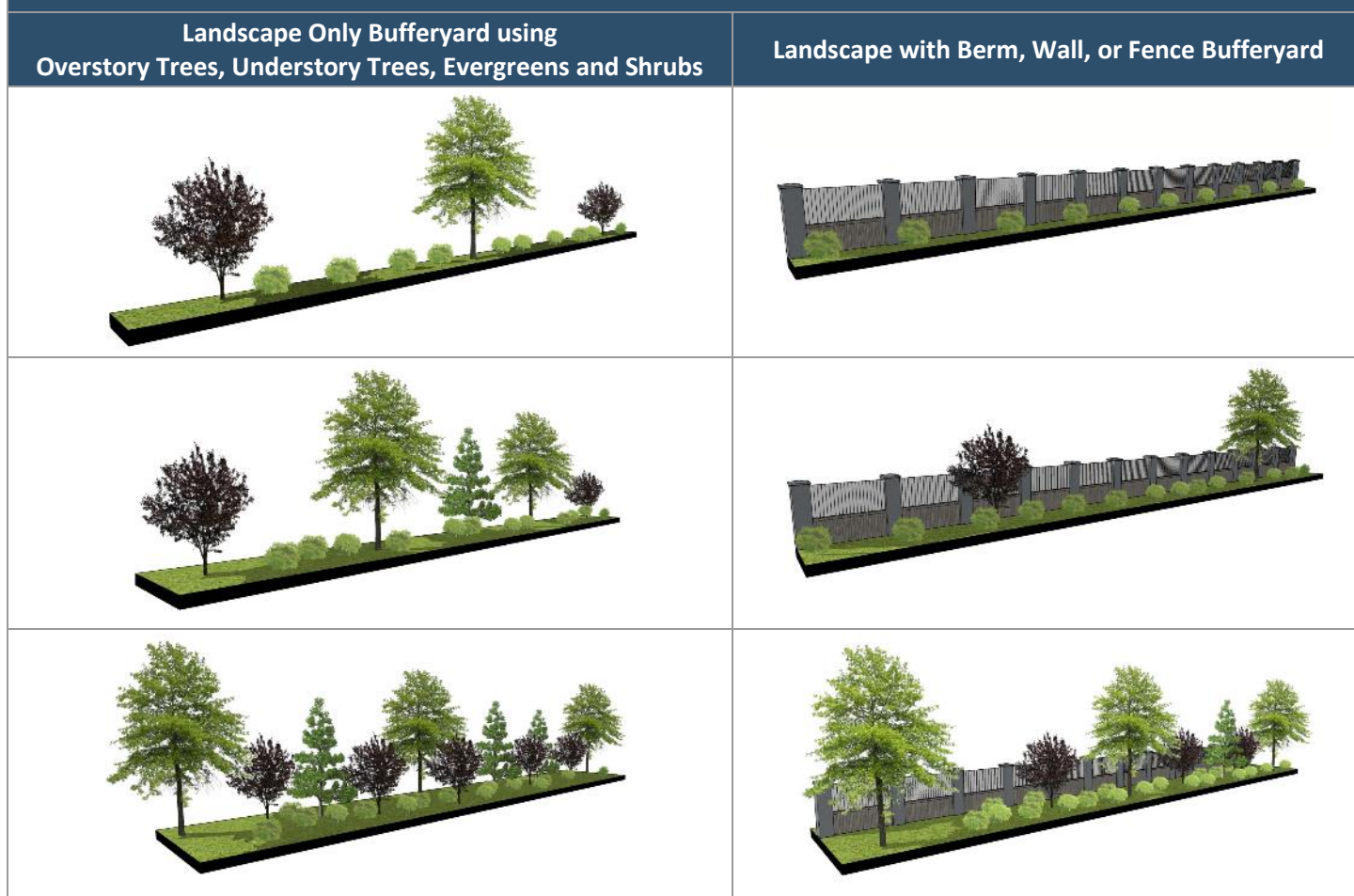
Type	Width	Required Plantings per 100 Linear Feet				Height of Berm, Wall, or Fence ¹
		Overstory Trees	Understory Trees	Evergreen Trees	Shrubs	
Type C	10 ft.	--	2	--	20	6' tall fence or wall / 4' tall berm

TABLE NOTES:

¹ A berm, wall, or fence is not required for landscape only bufferyards.

² Plant material, including overstory trees, may be installed on the inside or outside of the wall or fence facing the abutting properties. Plant material, including overstory trees, must be installed on the outside of the wall or fence facing the street.

Figure 156.F.004-1
Illustrative Bufferyards



D. **Bufferyard Locations.** Bufferyards shall be established within a bufferyard easement on individual lots or parcels, unless a property owners' association is established in which case bufferyards may be within common open space. Properties separated by the public street right-of-way are not considered adjoining for the purposes of this Section. Bufferyards shall be required as follows:

1. *Between Zoning Districts.* The type of required bufferyard between two adjoining zoning districts or use category in the GI zoning district, with the type determined by the intensities of the districts. Table 156.F.004-2, *District Bufferyard Standards*, establishes the required bufferyard type between the zoning district of the parcel

proposed for development and the zoning of the abutting district. Where "--" is found there is no bufferyard required.

Table 156.F.004-2
District Bufferyard Standards

Zoning of Parcel Proposed for Development	Zoning of Abutting District						
	AG, RR, RL	RM, RH	MU, UC	GC	PI, REC	GI - Heavy Industrial Uses ¹	GI - All Other Industrial Uses ¹
Residential (AG, RR, RL)	--	--	--	--	--	C	C
Residential (RM, RH)	B	--	--	--	--	C	C
Mixed-Use (MU, UC)	C	C	--	--	--	C	C
General Commercial (GC)	B	B	B	--	--	C	C
Nonresidential (PI, REC)	C	C	B	B	--	C	C
Heavy Industrial Use Category (GI)	C	C	C	C	C	--	--
All Other Industrial Use Categories (GI)	C	C	C	B	C	--	--

Table Notes:

¹ See [Section 156.C.003](#), *Use Table*, and associated specific uses and use categories as defined in [Section 156.M.002](#), *Definitions*.

2. *Along Corner and Rear Yards Abutting Collector and Arterial Streets.* When a corner or rear yard of a lot zoned RM, RH, MU, UC, GC, PI, or REC abuts collector and arterial street right-of-way, a Type B bufferyard is required. A Type C bufferyard is required for uses in the GI district.
 3. *Single-Family Residential Through (Double Frontage) Lots.* Any single-family detached or attached residential lot having both its front and rear lot lines abutting a public street, private street, or interstate highway (a double frontage lot) or a corner lot which is adjacent to a double frontage lot shall be required to have a Type C bufferyard along that corresponding rear or side yard lot line. The rear yard and front side yard building setbacks shall be measured from the farthest extent of the bufferyard.
 4. *Adjacent to Agricultural Land.* A Type A bufferyard is required for a parcel proposed for development when adjoining agricultural land that is not planned for development. At the time of development, unless no bufferyard is required, the adjoining property would also be required to provide the bufferyard required in [Table 156.F.004-2, District Bufferyard Standards](#).
 5. *Along a Natural Resource Feature, Park, or Recreation Area.* Development must meet applicable City Codes related to stream/riparian protection.
 6. *Adjacent to Public Streets.* Refer to the requirements for trees and parking lot screening in [Section 156.F.003, Development Landscaping](#).
- E. **Natural Area Exemption.** A parcel that would typically require bufferyards may be exempt from the requirement to provide bufferyards where the parcel is separated from the adjacent property by a natural area that meets or exceeds the number of plantings required by the applicable bufferyard. Natural areas shall be exempt from the shrub requirement.
- F. **Warranted Exceptions of Bufferyard Requirements.** Should a bufferyard requirement overburden a property by making development impractical, in the sole discretion of the Zoning Administrator, the width of a required buffer may be reduced, and a privacy fence, screen wall, or other measures may be used to mitigate the impact on the property to be buffered.
- G. **Credits for Existing Landscaping Improvements.**

1. *Generally*. Existing trees, fences, and landscape or retaining walls that meet, in part but not in whole, the bufferyard requirements set out herein, may be counted toward a bufferyard requirement, provided that the trees and landscaping are in good health or the fences or walls are structurally sound.
 2. *Existing Landscaping Credit*. Credit shall be given for existing trees and landscaping within bufferyards and perimeter yards.
- H. **Relationship to Other Bufferyard Requirements**. Some limited or special uses may have different requirements for bufferyards, as specified in [Section 156.C.004, Limited Use Standards](#), and [Section 156.C.005, Special Use Standards](#). If bufferyards are required by another section of this Zoning Ordinance along property boundaries that are also district boundaries, then the most restrictive bufferyard requirement is required.

Section 156.F.005, Screening

- A. **Generally**. This Section provides screening standards, including fences and walls, for the separation of adjoining residential and nonresidential land uses and screening standards for mechanical equipment, outdoor storage, and refuse containers.
- B. **Refuse Containers**.
1. Refuse containers, including dumpsters, shall be screened on all sides by the use of a permanent enclosure, with gates for disposal truck access. The enclosure shall be constructed to visibly screen the receptacle from public view and from adjoining properties. The design of the pedestrian access to the receptacle or dumpster shall be designed to minimize the view into the enclosure.
 2. The enclosure shall be landscaped to minimize the visual impact of the enclosure on surrounding properties and public thoroughfares.
- C. **Mechanical Equipment**.
1. *Overhead Utilities*. All electrical lines less than 30,000 volts must be placed underground, unless a utility provider determines that underground utilities are a safety hazard or impractical in which case this requirement may be waived by the Plan and Zoning Commission.
 2. *Ground-Mounted*. For all new development or redevelopment, all ground-mounted mechanical equipment, including, but not limited to, air-conditioning condensers, heat pumps, ventilation units, computer cooling equipment, and any other related utility structures and equipment that are visible from any adjacent public thoroughfare shall be visibly screened from public view by the use of one of the following approaches:
 - a. A screening wall built of materials compatible and consistent with the materials of the principal building;
 - b. Landscape plantings of predominantly evergreen type trees and shrubs to provide year-round screening;
 - c. Fencing that has at least 80% opacity;
 - d. Permanent earth-berming; or
 - e. A combination of the above.
 3. *Roof-Mounted*. Equipment must be 100 percent screened from ground level views at all property lines by structural improvements such as:
 - a. Parapet walls with cornice treatments;
 - b. Screening walls constructed of materials consistent with the principal building; or
 - c. Sloped-roof systems or other architectural elements.

Figure 156.F.005-1
Roof-Mounted Equipment Screening

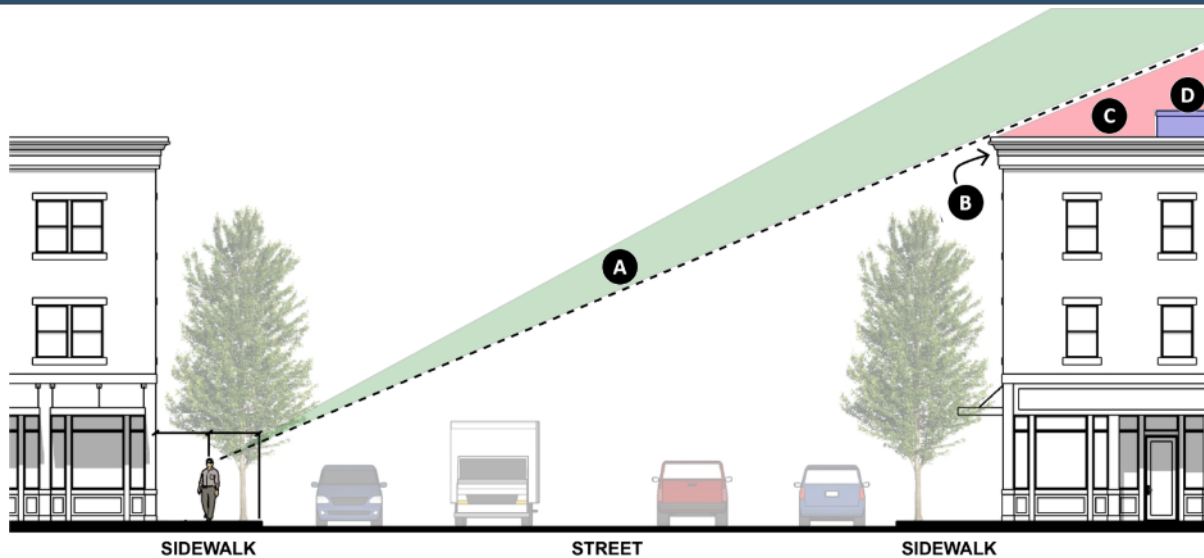


FIGURE NOTES:

A = Line of Sight | B = Parapet Wall | C = Screened Area | D = Mechanical Equipment

4. **Building-Mounted.** Mechanical equipment that is within public view must be enclosed, screened by opaque fencing or landscaping, or painted to match the building wall.
- D. **Outdoor Storage.** Except for industrial uses that are legally permitted, and uses in the GI district, all outside storage shall be screened from all rights-of-way with a fence or wall at least six feet in height. No outside storage shall be stacked in a way that it becomes visible from the public right-of-way.
- E. **Fences and Walls.** The following requirements apply to fences and walls on residential and mixed-use lots and all fences and walls with a height above average grade of 30 inches in nonresidential districts:
 1. **General.**
 - a. All fences and walls shall not adversely affect the public health, safety, and welfare of the City and shall conform to all applicable building code requirements.
 - b. Special fence requirements such as fencing provided around parks, recreation, and school facilities may be erected to a height in excess of the above limits upon approval of the Zoning Administrator.
 - c. All required screening walls shall be equally finished on both sides of the wall.
 2. **Height.** The maximum height of a fence or wall:
 - a. Within a visibility triangle shall be two feet (See [Subsection 156.B.008.a, Measurements](#));
 - b. Shall be six feet in all residential and mixed-use districts;
 - c. Shall be eight feet in nonresidential districts;
 - d. Shall be ten feet in the GI district East of 18th Avenue;
 - e. Within a required front or corner side yard setback shall be four feet;
 3. **Sight Distance.** No fence, wall, shrubbery, earthen berm, sign, or other obstruction to vision shall be permitted which serves to obstruct vision between a height of two feet and six feet, six inches on any corner lot within a triangle of 20 feet formed by intersecting street right-of-way lines.
 4. **Materials.**
 - a. **Non-residential and Mixed-Use Districts.** Fence and wall exterior materials and design shall be similar or complementary to the materials and design of the primary structure.

- b. *Allowed Materials.* Materials used for fences and walls shall be durable, and of a character commonly used in residential applications, including:
 - i. Weather-resistant or finished (painted or stained and sealed) wood;
 - ii. Ornamental wrought iron or powder-coated aluminum (except on fences/walls that are used for required screening purposes);
 - iii. Cement fiberboard;
 - iv. Vinyl;
 - v. Finished Bamboo (stained and sealed);
 - vi. Chain link with a top rail support;
 - vii. Split rail with treated wood;
 - viii. Masonry (brick, stucco-finished concrete, split face concrete masonry units, or stone), but not unfinished concrete block; or
 - ix. Combinations of these materials.
 - x. Wood, as long as any part of the fence contacts concrete or the ground is treated with preservatives approved by the U.S. Environmental Protection Agency (EPA) or is naturally resistant to decay, such as cedar or redwood. Fasteners and hardware used with treated or decay-resistant wood shall be hot-dipped galvanized, stainless steel, or coated per manufacturers standards for use with such woods.
- c. *Limited Materials.*
 - i. Used or reclaimed wood or other materials may be used provided they are in good condition and can be reasonably expected to last as long as new materials;
 - ii. Wire mesh fence may be permitted to enclose tennis courts and game and recreation areas on public land and residential lots; or
 - iii. Side or rear yard garden plots may use green garden fence, woven wire or chicken wire; provided, it does not exceed five feet in height using steel posts not exceeding five feet in height.
 - iv. In the GI district, barbed wire cradles facing inward toward the property may be placed on top of fences enclosing public utility buildings or wherever the Zoning Administrator finds that such is necessary to address security interest so long as the extension is no more than one foot.
- d. *Prohibited Materials.* The following materials are not allowed as fence or wall components:
 - i. Salvaged material or materials not specifically manufactured for fencing, including but not limited to complete or partial pallets, PVC pipe, scrap lumber, plywood, tree branches, tree trunks, sheet metal, trash, tires, junk, entry or garage doors, utility poles, landscape timbers, plastic or fiberglass sheets, spikes, nails, and razors.
 - ii. An electric, razor wire, barbed (except in the GI district, see limitations above in subsection E.4.c.iv), chicken, woven, snow (except from November 1 through March 31), plastic safety, concrete block, or grapestake fence.
 - iii. Agricultural fence products such as creosote posts, steel posts, wire panels, field fence, high tensile wire, tube gates and similar materials;
 - iv. A fence composed solely of fence posts;
 - v. Any incomplete fence consisting only of posts and supporting members;
 - vi. Any fence or wall material the Zoning Administrator determines that such structure creates a hazard to users of the street, sidewalk, or to nearby property.
- e. *Fence and Wall Orientation and Maintenance.*
 - i. *Maintenance.* Fences and walls shall be maintained in an upright position (not more than five degrees from vertical orientation), and in good condition (e.g., free of rust, peeling paint or coatings, missing or broken pickets, wood rot, and graffiti).

- ii. *Orientation.* The finished side of all fences shall face out toward neighboring property or adjacent rights-of-way. Where fences are located on the property line of residential property, the finished side of the fence shall face the yard that does not belong to the applicant, unless the applicant provides to the City written consent of the abutting property owner.

F. Obstructions.

1. No fence, screen, wall, or another visual barrier shall be located or placed to obstruct the vision of a motor vehicle driver approaching within 30 feet of any street intersection.
2. Where an alley intersects a street, no visual barrier taller than 30 inches may be placed within a sight visibility triangle.

G. Residential District Maximums. In the following residential districts (AG, RR, RL, RM, RH) or along the boundary between a residential and nonresidential district, the following standards apply:

1. *Rear and Side Yards.* No fence or wall shall exceed a height of six feet above grade.
2. *Front Yard.*
 - a. The maximum height of a fence or wall shall not exceed four feet.
 - b. Fences in the manufactured home parks shall not exceed a height of four feet.
3. *Corner Lot.* Where a corner lot is platted with two front yards, and a house is constructed facing one of the front yards, the second front yard shall also be deemed to be a front yard.

H. Nonresidential and Multiple-Family Uses.

1. *Contiguous to Residential.* Where a multiple-family or nonresidential use is contiguous to an AG, RL, or RM district, a solid wall, fence or opaque landscape screen of not less than six nor more than eight feet in height shall be erected on or near the property line separating these districts.
2. *Screening Dumpsters and Storage Facilities.* Any lot in a commercial or industrial district, with the exception of the UC and MU Districts, abutting any residential district shall be required to have adequate screening of dumpsters and storage facilities.
3. *Adjacent to Public Street.* When a side or rear yard of a multiple-family, civic, institutional, commercial, industrial, or mixed-use is adjacent to a public street, a solid wall, fence, or opaque landscape screen of not less than six nor more than eight feet in height shall be erected.

I. Exceptions to Screening Requirements. Screening requirements may be waived by the Zoning Administrator if an opaque screening of equivalent height or greater exists immediately abutting, and on the opposite side of the lot line.

Section 156.F.006, Installation and Maintenance

A. Generally. The following provisions aid in ensuring that all required landscaping is installed and maintained and properly.

B. Installation Standards.

1. *National Standards.* All landscaping and all plant materials shall be true to name, variety, and size and shall conform to all applicable provisions of the [American Standards for Nursery Stock](#), latest edition as published by the American Horticulture Industry Association.
2. *Installation.* Any required landscaping shall be in place at the time an occupancy permit is approved. Should completion of landscaping be delayed because of the season of the year, a temporary occupancy permit may be issued if the developer posts a bond or other acceptable guarantee in the amount of the landscaping as completed.
3. *Plant Size Requirement.* All installed plant material shall be sized according to Table [156.F.002-2, Minimum Plant Sizes and Varieties](#), unless otherwise noted in this article
4. *Tree Topping.* Unless a tree is interfering with an overhead power line, no trees may be topped if the limbs are three inches in diameter or greater.

5. *Nursery Stock.* Trees and shrubs planted pursuant to this Article shall be good, healthy nursery stock.
6. *Soil.* Landscaped areas associated with new development shall be prepared to achieve a soil depth of at least six inches with the depth consisting of a soil mix of compost and organic matter to reduce the need for fertilizers and increase water retention.
7. *Planters.* Architectural planters may be permitted in the UC, Urban Core zoning district and for infill development sites less than 6,000 square feet in area.
8. *Visual Clearance.* In addition to observing the sight triangle established in [Section 156.B.008, Measurements and Allowances](#), the branches of a tree in a landscape island shall maintain a minimum of five feet of clearance from the surface of the vehicle use area.

C. **Maintenance Standards.**

1. *Generally.* Maintenance and care of landscaping on mixed-use and nonresidential properties shall be according to the most current [ANSI A300 Standards for Tree Care Operations](#).
 2. *Conformance.* All landscaping, buffering, and screening shall be maintained at all times to conform to the regulations established in this Article. Landscaping, which is not maintained in a manner consistent with this Article shall be subject to the penalties established in [Section 156.L.003, Judicial Remedies](#).
 3. *Stormwater Drainage.*
 - a. Any landowner shall be deemed exclusively responsible for developing and implementing a plan to address stormwater drainage, which shall be submitted to the city as a part of the site plan.
 - b. The City shall not be responsible for any deficiencies which may later be determined to exist under the stormwater management plan.
 - c. The City shall undertake no corrective duties or actions concerning any said deficiencies pertaining to stormwater drainage and landscape maintenance.
 4. *Other Maintenance Standards.* In other areas, maintenance and care shall meet the following standards:
 - a. Landscape areas, including abutting landscaped portions of public rights-of-way, shall be pruned as needed to present a healthy, neat, and orderly appearance at all times.
 - b. All landscaped areas shall be irrigated as needed to ensure continuous healthy growth and development. Maintenance shall include the removal and replacement of dead, dying, or diseased plant material.
 - c. Trees extending over a street shall be kept pruned so as to not interfere with street traffic.
 5. *Tree Removal.* Nothing in this Section shall require any application or permit from any public utility provider prior to removing a tree whenever it has determined the tree poses a hazard, or interferes with restoration or continuation of utility services.
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ARTICLE G – SIGNS

Section 156.G.001, Purpose and Applicability

- A. **Purpose.** The purpose of this Article is to:
1. *Communication.* Set out reasonable regulations for the design, location, installation, operation, repair, and maintenance of signs which facilitates businesses, residents, and other interested parties to communicate, advertise, or be identified;
 2. *Free Speech.* Provide for reasonable regulation while also safeguarding the constitutionally protected right of free speech;
 3. *Content Neutrality.* Create content-neutral sign regulations which balance the legitimate needs of individuals, entities, and organizations to convey messages with the legitimate objectives of the City to promote public safety, enhance community character and enhance private property values;
 4. *Compatibility.* Assure compatibility of signs with surrounding land uses;
 5. *Clutter.* Prevent and reduce sign clutter which can have negative consequences to the City which include, but are not limited to the following:
 - a. Undue visual distractions which may create a public safety hazard for motorists, bicyclists, and pedestrians;
 - b. Degrading the aesthetic character of the City and therefore making the City less attractive for residents, visitors, commerce, and private investment; and
 - c. Physical obstructions within the public right-of-way which create public safety hazards.
 6. *Permitting and Enforcement.* Provide timely, fair, and consistent permitting and enforcement of signage throughout the City;
- B. **Applicability.** The standards of this Article apply to the following development activities:
1. *New Development.* New residential, nonresidential, or mixed-use development or change in use from residential to nonresidential or mixed-use;
 2. *Increase in Intensity.* Increase in apartment units, manufactured home pads, gross floor area, or impervious surface by 20 percent or more, cumulatively over a five-year period; or
 3. *New Sign.* Construction, placement, painting, or another form of creation of a new sign.
- C. **No Restriction on Content.** This Article regulates only the sign structure or copy design, and not the sign's content. Despite any other provision of this Article, no sign is subject to any limitation based on the content of its message. Any sign authorized in this Article may contain any non-commercial copy in lieu of any other copy.
- D. **Signs Permitted Before Effective Date.** If a permit for a sign has been issued in accordance with all City ordinances in effect prior to the effective date of this Zoning Ordinance, and provided that construction is begun within six months of the effective date of this Article and diligently built to completion, the sign may be completed in accordance with the approved permit. Such sign is subject to provisions regarding nonconforming signs in Section 156.K.005, *Nonconforming Signs*.

Section 156.G.002, General Requirements

- A. **Permit Required.** Except as otherwise provided in this Article, it shall be unlawful for any person to erect, construct, enlarge, move, or convert any sign within the City, or cause the same to be done, without first obtaining a Sign Permit issued in accordance with Subsec. 156.J.004.4, *Sign Permit*.
- B. **Actions Not Requiring a Permit.** The following actions do not require a Sign Permit:
1. *Maintenance.* Routine maintenance, not involving structural changes to the sign;
 2. *Message.* Changes of message, either manually or electronically, on an electronic message sign or changeable copy sign, subject to limitations of Section 156.G.004.J *Changeable Copy*, on the frequency of message changes.
- C. **Signs Not Requiring a Permit.** The following signs are exempted from the permit requirements of this Article, but shall be in compliance with all other applicable codes and ordinances:

1. *ATM Sign.* Signs incorporated into and designed as part of an automatic teller machine (ATM) shall be exempt, provided the sign is limited to the term "ATM" and the financial institution's name and logo.
2. *Ancillary Signs.* Three or less ancillary signs when:
 - a. No trespassing signs less than four square feet;
 - b. Placed on the door or exterior wall or window of the premises; and
 - c. No larger than four square feet in total sign area.
3. *Art and Murals.* Art and murals, provided such signs do not contain any commercial messaging. Murals within the Urban Core, UC zoning district shall be exempt provided that the mural is not on a primary facade;
4. *Athletic Field Signs.* Signs located on the field side of scoreboards and fences of athletic fields provided each sign does not exceed 32 s.f. in area.
5. *Flags.* Flags shall be permitted without a permit ensuring they not exceed 15 square feet, but not including painted or printed images of flags otherwise constituting a sign;
6. *Ghost Signs.* Ghost signs or rehabilitated ghost signs.
7. *Government Signs.*
 - a. Any traffic sign erected at the authorization of either the county, state, or federal government.
 - b. Any sign providing emergency notifications on a temporary basis lasting no more than 90 days erected at the authorization of the county, state, or federal government.
 - c. Any sign erected by the City pursuant to and in the discharge of any governmental function.
 - d. Public notices and other signs erected by government agencies or utilities;
 - e. All government signs other than those listed in this subsection C.7, a through d of this section shall be subject to the permitting requirements of this chapter.
 - f. All government signage is exempt from any fee charged related to permits issued.
8. *Grave Markers, Statues, or Sculptures.* Grave markers, statues, or sculptures that are not commercial in nature;
9. *Holiday Signs.* Holiday signs, as defined in this chapter, provided that they are installed no more than 35 days prior to the holiday for which they are customarily dedicated. Such signs shall be removed no later than 15 days after the holiday for which they are customarily dedicated.
10. *Interior Signs.* Signs located within a structure and not visible from a public or private street;
11. *Mailboxes and Addresses.*
 - a. Addresses and names printed in a standard size on a mailbox provided that the address information on the side of a residence or business shall not exceed four square feet.
 - b. Street markings indicating address information only containing address information painted on curbsides which shall not exceed four square feet.
12. *Menu Board.* Any permanently mounted accessory sign displaying the items for sale of a drive-in or drive-through restaurant shall be allowed provided that:
 - a. A maximum of two menu boards are permitted per drive aisle of a drive-through establishment.
 - b. The menu board shall not exceed 50 square feet.
 - c. The audio component of a menu board is limited to communication between customers and employees, and may not exceed a volume of five decibels over ambient sound as measured from the nearest property line.
13. *Plaques.* Plaques, tablets or names of buildings and date of erection when cut into any surface of when such sign is attached flush to the building or commemorative plaques or monuments placed by historical organizations;
14. *Private Traffic Control Signs.* Signs on private property containing no advertising that direct the movement of traffic, warn of obstacles or overhead clearances, or control parking, including entrance and exit signs provided they do not exceed six square feet in area and shall not exceed four feet in height. Signs in the PI, REC District shall not be limited in area or height.

15. *Property Identification Signs.* Any sign erected at the entrance of acreage or residential property that identifies the property by name or by name of the owner.
 16. *Railway signs.* Any sign on property owned by a railroad placed or maintained in reference to the operation of the railway.
 17. *Recreational Signs.* Any sign approved by the City in a City park or City recreational area.
 18. *Sidewalk Signs.* Sidewalk signs in the Urban Core (UC) and Mixed Use (MU) districts shall not require a permit or advance approval but shall conform to the following requirements:
 - a. The sign shall be removed after business hours;
 - b. The sign may not contain changeable letters on tracks;
 - c. The sign shall be properly anchored or weighted against the wind;
 - d. The sign placement shall maintain a minimum sidewalk clearance width of four feet to provide accessibility;
 - e. The sign shall be no larger than eight square feet per side and no taller than five feet.
 19. *Temporary Signs.* Temporary signs as described in Section 156.G.006, *Temporary Signs*.
 20. *Transit Shelter Sign.* Authorized signs attached to a transit shelter sign shall be exempt from any permit as long as the sign does not exceed 12 square feet. All signs shall be non-electrical. Only one sign/sign face per shelter shall be allowed.
 21. *Utility Pole Banners.* Banners on utility poles in the public right-of-way approved by the Director of Public Works;
 22. *Utility and Hazard Signs.* Safety signs, such as warnings of high voltage, explosives, hazardous materials and other dangerous situations; and
 23. *Vehicle Signs.* Signs applied directly onto the body of a car, truck, bus, trailer, or another vehicle if such vehicle is operated in the normal course of a business and such vehicle is not used primarily to display such sign.
- D. **Nonconforming Signs.** Refer to [Section 156.K.005](#), *Nonconforming Signs*.
- E. **Code Compliance.**
1. *Generally.*
 - a. All signs and sign structures requiring electrical connections must meet all requirements set by the City Electrician and applicable codes and ordinances of the City.
 - b. The construction, installation, erection, anchorage, and maintenance of all signs shall be subject to the applicable codes and ordinances of the City.
 2. *Wind Load Requirements.* Signs erected or placed in accordance with this Section shall withstand wind load pressures as specified in the International Building Code.

Section 156.G.003, Prohibited Signs

- A. **Generally.** This Section identifies sign types and characteristics, materials, design elements, and locations that are prohibited in the City.
- B. **Prohibited Sign Types and Characteristics.**
 1. Abandoned signs;
 2. Damaged or broken signs;
 3. Wall signs on single-family or duplex units, except that one wall sign not exceeding one square-foot shall be permitted on each single-family dwelling or duplex unit;
 4. Wall, pylon, or monument signs that functions as an advertising sign, except as expressly provided in this Article;
 5. Signs that obstruct the view of bicyclists or motorists using any street, approach to any street intersection, or which interferes with the effectiveness of or obscures any traffic sign, device, or a signal;
 6. Signs with flashing or intermitted lights or lights or reflective devices of changing degree in intensity or color that do not comply with [Section 156.G.005](#), *Sign Illumination*;
 7. Portable signs except as permitted in [Section 156.G.006](#), *Temporary Signs*, of this Article;

8. Vehicular signs; and
 9. All off-premise advertising signs and other signs not expressly permitted by this Zoning Ordinance.
- C. **Prohibited Design Elements.** The following design elements, regardless of sign type, are prohibited:
1. *Traffic Hazards.* Signs that interfere with, obstruct the view of, or may be confused with any authorized traffic sign, signal, or device because of its position, shape, or color;
 2. *Safety or Health.* Signs that constitute a hazard to safety or health by reason of inadequate design, construction, repair, or maintenance;
 3. *Confusion.* Signs that use the words “stop,” “look,” “go slow,” “caution,” “danger,” “warning,” or any other word, phrase, symbol, or character in a manner that interferes with, misleads, or confuses pedestrians or traffic;
 4. *Glare.* Signs that are illuminated with lights that cause a glare into or upon surrounding property or that distract operators of vehicles or pedestrians on a public right-of-way;
 5. *Lighting.* Signs that contain reflectors, lights, or illuminations that flash, move, rotate, scintillate, blink, flicker, vary in intensity or color, or use intermittent electrical pulsation;
 6. *Moving Parts.* Except for changeable copy signs that otherwise comply with the requirements of this Section, signs that have visible moving, revolving, or rotating parts or visible mechanical movement of any kind, achieved by electrical or mechanical means;
 7. *Nuisance.* Sound, smoke, heat, or odor emitters;
 8. *Back-lit Awnings.* Awnings that are back-lit and/or made of plastic or vinyl, excluding substitute materials;
 9. *Unfinished Wood.* Unfinished wood support structures, except that stake signs may use unfinished stakes; and
 10. *Bare or Flashing Lights.* Bare light bulbs and flashing lights, except on holiday displays which are exempted from regulation by [Section 156.G.002.C, Signs Not Requiring a Permit](#).
- D. **Prohibited Sign Locations.** A sign, regardless of sign type, is prohibited from being in the following locations:
1. *Closed Businesses.* Signs that advertise a business or product that is no longer in existence;
 2. *Blocked Ingress or Egress.* Signs that prevent free ingress to or egress from any door, window, fire escape, or any other exit way required by the Building Code or Fire Code of the City or by any other ordinance;
 3. *Signs in Right-of-Way.* Any permanent signs and supports that are located on the public right-of-way, except permanent signs and supports required by a governmental authority. The public right-of-way includes, but is not limited to, public streets, alleys, medians, and parkways.
 4. *Street Intersections.* Signs that are erected or maintained at the intersection of streets in such a manner as to obstruct free and clear vision of the intersection;
 5. *Roof Signs.* Signs that are placed on the roof of any building;
 6. *Outdoor Amenities.* Signs or signs attached to or located upon outdoor exposed amenities such as trees, street signs, or utility poles that are visible from any street;
 7. *Vehicles.* Signs that are painted on or attached to a motor vehicle unless:
 - a. The vehicle is operable and has current registration and tags;
 - b. The sign is an accessory sign;
 - c. The vehicle is legally parked within a parking space; and
 - d. The display of the sign is incidental to the vehicle use.
 8. *Encroachment.* Except for marquee signs, projecting signs, and hanging signs that comply with the standards of [Section 156.G.004, Permanent Signs](#), signs that are located on, or project or extend over, any public right-of-way or other public property;
 9. *Semis and Storage.* Signs that are painted on or attached to semi-trailers, shipping containers, or portable storage units except for the brand name of the semi-trailer, container, storage unit; and
 10. *Consented Locations.* Signs that are placed on private or public property without the consent of the owner or authorized agent thereof.

Section 156.G.004, Permanent Signs

- A. **Applicability.** This Section applies to freestanding signs, attached signs, and to other signs that are intended for display for more than a temporary time period.
- B. **Generally.**
1. All freestanding signs must be permanently installed in locations designated in the sign plan, and may not exceed the allowable dimensions of this Section.
 2. All attached signs must be affixed to a building wall, within the designated sign area, and may not exceed the allowable dimensions of this Section.
 3. No permanent sign shall be located in any public utility easement nor within five feet of any underground public utility.
 4. Additional sign area and height is achievable if a Master Sign Plan is approved for an eligible property pursuant to Subsec. 156.J.003.4, *Master Sign Plan*.
- C. **Unlisted Signs.** Signs that are not listed in this Section are prohibited as permanent signs.
- D. **Allowed Sign Types by District.** Table 156.G.004-1, *Allowed Sign Type by District*, identifies on-premise signs allowed by zoning district. The key for the sign types table is as follows.

Table 156.G.004-1 Allowed Sign Type by District						
Sign Type	Residential Districts	Mixed-Use and Non-Residential Districts				
	AG, RR, RL, RM, RH	MU	UC, UC-HD	GC	PI, REC	GI
Permanent Attached Signs						
Awning	--	P	P	P	P	P
Canopy (Attached)	--	P	P	P	P	P
Hanging	--	P	P	P	P	P
Marquee	--	P	P	P	P	P
Projecting	--	P	P	P	P	P
Wall	P	P	P	P	P	P
Window	P	P	P	P	P	P
Permanent Freestanding Signs						
Access	P	P	P	P	P	P
Canopy (Freestanding)	--	P	--	P	P	P
Directory	--	P	P	P	P	P
Menu Board	--	P	P	P	P	P
Monument	P	P	P	P	P	P
Pylon (or Pole)	--	P	--	P	P	P
NOTES: "--" = Not Permitted; "P"=Permitted						

- F. **Allowed Attached Permanent Signs.** All permanently attached signs shall follow the standards established in Table 156.G.004-2, *Allowed Attached Permanent Sign Types*.

Table 156.G.004-2
Allowed Attached Permanent Signs

Zoning District	Residential Districts	Mixed-Use and Non-Residential Districts				
	AG, RR, RL, RM, RH	MU	UC, UC-HD	GC	PI, REC	GI

Awning Sign						
						
Number Allowed	--	1 per building front or per storefront for a multi-tenant building				
Maximum Area	--	5 s.f. per linear ft. of awning or canopy length				
Minimum Clearance	--	8 ft. above grade				
Illumination	--	External				
Sign Permit Required	--	Yes				

Canopy (or Over-Canopy) Sign						
						
Number Allowed	--	1 per building front or per storefront for a multi-tenant building		1 per building front or per storefront for a multi-tenant building	Not Limited	1 per building front or per storefront for a multi-tenant building
Maximum Area	--	75% of canopy width	50% of canopy width	75% of canopy width	100% of canopy width	75% of canopy width
Minimum Height (copy above sign)	--	2		6	6	6

Table 156.G.004-2
Allowed Attached Permanent Signs

Zoning District	Residential Districts	Mixed-Use and Non-Residential Districts				
	AG, RR, RL, RM, RH	MU	UC, UC-HD	GC	PI, REC	GI
Illumination	--	External or Internal		External or Internal	External or Internal	External or Internal
Sign Permit Required	--	Yes	Yes	Yes	Yes	Yes
Other Standards	--					
Hanging Sign						
						
Number Allowed	--	1 per building			1 per entrance	
Maximum Area	--	6 s.f.			10 s.f.	
Maximum Height	--	8 ft. above grade				
Illumination	--	Yes, indirect light only				
Other Standards	--	1. Not extend within 2 ft. of the curb line. 2. May be suspended under a marquee sign or under a canopy or awning.				
Sign Permit Required	--	Yes				
Marquee Sign						
						
Number Allowed	--	1 per street-facing facade				
Maximum Area	--	50 s.f. per side; 100 s.f. total		25% of wall to which it is attached		
Maximum Height	--	4 ft. from lowest point of marquee to highest point, excluding any ornamentation supported directly by the marquee				
Minimum Clearance	--	8 ft. above grade				

Table 156.G.004-2
Allowed Attached Permanent Signs

Zoning District	Residential Districts	Mixed-Use and Non-Residential Districts				
	AG, RR, RL, RM, RH	MU	UC, UC-HD	GC	PI, REC	GI
Illumination	--	Down lighting only; only the changeable copy area may be internally illuminated				
Other Signs	--	If used, then a wall sign is prohibited on same facade				
Other Standards	--	1. May not project more than 6 ft. from the building; may require an encroachment permit. 2. Sign may be on up to three sides of a marquee.				
Sign Permit Required	--	Yes				
Projecting Sign						
						
Number Allowed	--	1 per establishment	1 per building or 1 per 20 ft. of building frontage if multiple occupants.	1 per establishment		
Maximum Area	--	1 s.f. for each linear foot of building frontage		16 s.f.		
Maximum Distance from Building Wall to Farthest Part of Sign	--	4 ft.	No more than half the distance from the building facade into the public right-of-way	4 ft.		
Minimum Clearance	--	8 ft. above sidewalk or walkway and 20 ft. above adjacent public or private street				
Minimum Clearance, Vehicular Way	--	14 ft. above street				
Illumination	--	Internal or External (down lighting only)				

Table 156.G.004-2
Allowed Attached Permanent Signs

Zoning District	Residential Districts	Mixed-Use and Non-Residential Districts				
	AG, RR, RL, RM, RH	MU	UC, UC-HD	GC	PI, REC	GI
Other Signs	--	The area of a projecting sign is included in the total allowable area regulated under Wall Signs.				
Sign Permit Required	--	Yes				
Wall Sign						
						
Number Allowed	Home-Based Business: 1 per establishment Group Living: 1 per premise	No maximum number, subject to aggregate area restrictions.				
Maximum Area	1 s.f.	Total sign area shall not exceed 1.5 s.f. for each foot of linear frontage; a 2nd wall sign shall not exceed 0.5 s.f. per linear frontage.	Total sign area shall not exceed 1.5 s.f. for each foot of linear frontage; a 2nd wall sign shall not exceed 0.5 s.f. per linear frontage. ⁴	No maximum area	Total sign area shall not exceed 1.5 s.f. for each foot of linear frontage; a 2nd wall sign shall not exceed 0.5 s.f. per linear frontage. ⁴	
Maximum Height	The eaveline or the bottom of the second story window sill, whichever is lower.			The eaveline or building parapet wall		
Illumination	No	Yes	Yes, External Only	Yes		
Sign Permit Required	Yes					
Other Signs	--					
Other Standards	1. No wall sign shall project more than 18 inches from the building wall. 2. No wall sign or its supporting structure shall cover any window or part of a window. 3. In the UC district, wall signs shall have a texture or depth to distinguish them from the wall. 4. Buildings having a setback from the street of at least 150 feet will be permitted to have two square feet for every one linear foot of primary wall frontage.					

Table 156.G.004-2
Allowed Attached Permanent Signs

Zoning District	Residential Districts	Mixed-Use and Non-Residential Districts				
	AG, RR, RL, RM, RH	MU	UC, UC-HD	GC	PI, REC	GI
Window Sign						
						
Number Allowed	1 per dwelling unit	Residential: 1 per dwelling unit; Nonresidential: 1 per window		1 per window		
Maximum Area	10% of window area or 2 s.f., whichever is less	Residential: 10% of window area or 2 sq. ft., whichever is less; Nonresidential: 15% of window area, or 9 sq. ft., whichever is less		30% of window area, or 16 sq. ft., whichever is less		
Illumination	No	Residential: No Nonresidential: Yes, Indirect or internal lighting; light shall be turned off when off-business hours		Yes, Indirect or internal lighting; light shall be turned off when off-business hours		
Other Signs	If used, then a wall sign is not permitted	--				
Sign Permit Required	No	Yes				

- G. **Allowed Freestanding Permanent Signs.** All permanent freestanding signs shall follow the standards established in Table 156.G.004-3, *Allowed Freestanding Permanent Signs*.

Table 156.G.004-3 Allowed Freestanding Permanent Signs						
Land Use	Residential Districts	Mixed-Use and Nonresidential Districts				
Zoning District (in the City Limits)	AG, RR, RL, RM, RH	MU	UC	GC	PI, REC	GI
Access Sign						
						
Number Allowed	No more than 3 per principal use					
Maximum Area	4 s.f. per sign	6 s.f. per sign				
Minimum/Maximum Height	1 ft/4 ft.					
Minimum Setback	--					
Illumination	Internal or External					
Sign Spacing	No two directional signs hung from separate poles shall be located within 5 feet of each other.					
Other Standards	1. All such signs located on corner lots or intersections and greater than 3 feet in height shall not be placed inside the sight triangle as described in Subsection 156.B.008.a, <i>Measurements</i>. 2. There shall be no more than 4 total directional sign poles at any road intersection. 3. More than 1 sign may be hung from the same pole.					
Sign Permit Required	No					

Table 156.G.004-3
Allowed Freestanding Permanent Signs

Land Use	Residential Districts	Mixed-Use and Nonresidential Districts				
Zoning District (in the City Limits)	AG, RR, RL, RM, RH	MU	UC	GC	PI, REC	GI
Canopy Sign						
						
Number Allowed	--	1 per street frontage				
Maximum Area	--	40% of the canopy fascia face per street-facing side				
Minimum/Maximum Height	--	Shall not extend above the canopy fascia board				
Illumination	--	Internal or external				
Other Standards		1. Color branding shall be permitted and shall not count towards the aggregate sign total.				
Directory Sign						
						
Number Allowed	--	1 per property with a multi-tenant building				
Maximum Area	--	2 s.f. per linear foot of street frontage; maximum 100 s.f.				
Maximum Height	--	10 ft.				
Minimum Setback	--	0 ft.				
Illumination	--	Internal or External				
Sign Permit Required	--	Yes				
Other Standards		1. The bottom portion of the sign shall rest flush against the ground, allowing no space between the ground and the bottom of the sign structure.				

Table 156.G.004-3
Allowed Freestanding Permanent Signs

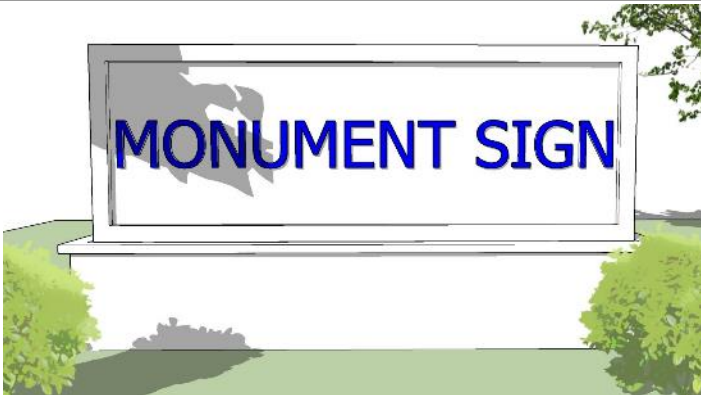
Land Use	Residential Districts	Mixed-Use and Nonresidential Districts				
Zoning District (in the City Limits)	AG, RR, RL, RM, RH	MU	UC	GC	PI, REC	GI
Monument Sign						
						
Number Allowed	--	1 per property street frontage	1 per property street frontage	1 per property street frontage	1 per entrance, not more than 2 total signs	1 per property street frontage
Maximum Area (per sign)	--	50 s.f.	50 s.f.	< 200 ft. of street frontage = 50 s.f. > 200 ft. of street frontage = 75 s.f.	200 s.f.	75 s.f.
Maximum Height	--	6 ft.		25 ft.		35 ft.
Minimum Setback	--	10 ft.				
Illumination	--	Internal or External				
Other Signs	----	If used, then a Pylon Sign shall not be allowed				
Sign Permit	--	Yes				

Table 156.G.004-3
Allowed Freestanding Permanent Signs

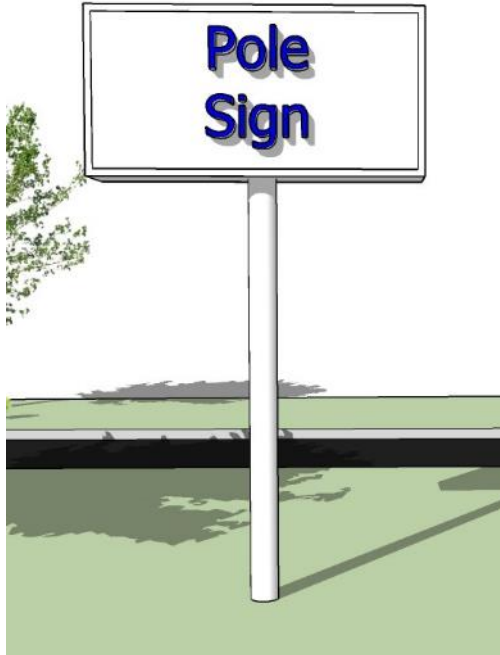
Land Use	Residential Districts	Mixed-Use and Nonresidential Districts				
Zoning District (in the City Limits)	AG, RR, RL, RM, RH	MU	UC	GC	PI, REC	GI
Pylon or Pole Sign						
						
Number Allowed	--	--	--	1 per frontage	1 per frontage	1 per frontage
Maximum Area (Per Sign Panel / Cumulative)	--	--	--	35 s.f. / 1 s.f. per linear ft. of street frontage; 250 s.f. maximum	48 s.f. per sign	120 s.f. per sign
Maximum Height	--	--	--	30 ft.	20 ft.	30 ft.
Minimum Clearance	--	--	--	8 ft. above grade and 20 ft. above adjacent drive aisle, if edge of sign is within one foot of aisle		
Minimum Setback	--	--	--	10 ft.		10
Illumination	--	--	--	Internal or External		Internal or External
Other Standards	--	--	--	The width of the support(s) of the sign shall be a minimum of 60% of the		The width of the support(s) of the sign shall be a minimum of 60% of the

Table 156.G.004-3
Allowed Freestanding Permanent Signs

Land Use	Residential Districts	Mixed-Use and Nonresidential Districts				
Zoning District (in the City Limits)	AG, RR, RL, RM, RH	MU	UC	GC	PI, REC	GI
				width of the sign face.		width of the sign face.
Other Signs	--	--	--	If used, then a Monument Sign is not allowed		If used, then a Monument Sign is not allowed
Sign Permit	--	--	--	Yes		Yes

TABLE NOTES: ft. = Feet; s.f. = Square feet

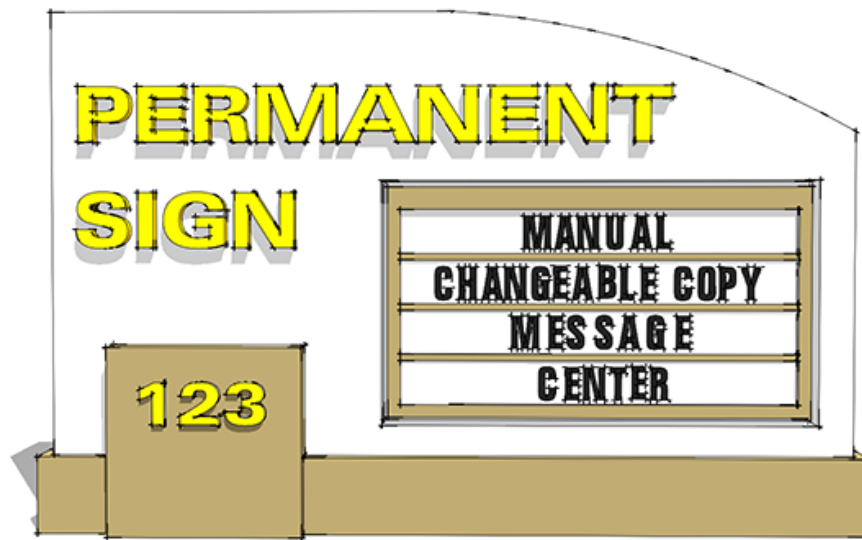
H. Additional Standards in the Urban Core (UC) District.

1. *Generally.* In addition to all applicable standards set forth within this Article, all permitted signs within the UC district shall comply with the following:
 - a. The sign shall be a secondary design element to the building upon which they are placed and/or the surroundings they are placed within; or
 - b. Signs shall fit the architectural details of a building they are placed on and relate to the architecture in at least the material, shape, or color.
2. *Prohibited Sign Treatment.* The following treatment of any sign type permitted in the UC district shall be prohibited:
 - a. Interior box-lit signs;
 - b. Flat signs with no depth;
 - c. Flat signs that do not compliment the architecture of the building. The sign shall be all in the same plane; or
 - d. Vacuum formed signs.
3. *Materials.* Signs must be made from one or more of the following materials:
 - a. Wood, such as solid cedar, cypress, white oak, and walnut. Plywood, pressboard, or other wood materials are not allowed.
 - b. Steel or stainless steel; or
 - c. Glass;
 - d. Aluminum;
 - e. Channel letters;
 - f. Wrought iron;
 - g. High-density urethane (sign foam);
 - h. Half-inch or three-quarter-inch acrylic;
 - i. Half-inch or three-quarter-inch PVC board with layers;
4. *Bracketing.* All bracketing and support materials for signs shall fit the original architectural style of the building or enhance the design of the sign. Sign pins are exempt.
5. *Illumination.* In addition to the requirements established in Table 156.G.004, the following illumination standards shall apply to signs in the UC district:
 - a. Interior lit signs must only be channel letters or have halo illumination.

- b. Exterior lights must be gooseneck or appropriate to the original architecture of the building.
 - c. Florescent lights shall be prohibited.
 - d. Lights emitting white light shall be prohibited.
 - e. No wires shall be visible from the public right-of-way.
- 6. *Wall Signs.* Wall Signs in the UC district shall have a texture or depth to distinguish them from the substrate they are placed upon. Individual letters and/or logos must have different depths. 20% minimum of the sign must meet these criteria.
- I. **Awnings and Marquees.** In addition to the standards established in this Section, the following standards shall be met for awning and marquee sign types in all zoning districts where permitted:
 - 1. *Extension Standards.* Any awning or marquee extending over any public street or thoroughfare shall be constructed by either the following methods:
 - a. Constructed on steel beams projecting through the street wall of the structure or building and capable of supporting the weight of such canopy or marquee and an additional live load weight of 60 pounds per square foot; or
 - b. Solidly anchored against the street wall of such building or structure on steel plates bolted through the wall and hung by rigid rods anchored through such street wall and attached to the extended portion of such canopy or marquee and capable of carrying the weight thereof and an additional live load weight of 60 pounds per square foot.
 - 2. *Anchored.* Awnings shall be attached to framework securely anchored to the street wall of the building or structure in a manner approved by the Building Official.
 - 3. *Public Right-of-Way.* Any marquee or awning permitted to extend over any public street or thoroughfare shall conform to the following:
 - a. It shall not extend in one section more than 25 feet along the line of the street.
 - b. It shall provide a minimum clearance above the sidewalk of the lowest part thereof of not less than seven feet.
 - c. It shall not extend beyond the street line nearer than 18 inches to a vertical extension of the curb line.
 - d. The construction of any marquee or awning from a street wall and extending over any portion of a public sidewalk or thoroughfare shall be liable for injury to any person using such public sidewalk underneath or adjacent to the canopy, marquee, or awning resulting from any faulty construction, maintenance or dangerous condition of the marquee or awning and shall hold the City harmless for such injury.
- J. **Advertising Signs.** Signs commonly referred to as billboards.
 - 1. Structures shall be limited to two faces per sign, shall not exceed 30 feet in height and 300 square feet in area. Advertising structures shall be constructed of metal or other durable materials. Poles made of wood shall not be considered acceptable.
 - 2. The minimum distance between advertising signs shall be 500 feet when adjacent to Highway 30 and 300 feet on other streets, whether on the same side of a street or on opposite sides of a street.
 - 3. Advertising signs shall be set back a minimum of 50 feet from Highways 14 and 30 and Iowa Avenue. Setbacks from other streets shall be 30 feet. Where any advertising sign is directly adjacent to lots with buildings, the setback shall be no less than the building structure, but no sign shall be required to have a setback greater than 50 feet.
 - 4. No advertising sign shall be permitted within 100 feet of any residential zoning district boundary.
 - 5. Advertising signs may be permitted in the following areas of the City: GC or GI districts adjacent to Highway 30 and Iowa Avenue and GC or GI districts adjacent to Highway 14 south of Southridge Road or north of Riverside Cemetery specifically on the west side of Highway 14.
 - 6. Advertising signs may be electronic provided they comply with 156.G.004.J.3.b & c.
 - 7. Some signs may be subject to Iowa DOT approval.

- K. **Changeable Copy.** Changeable Copy Centers (CCC) may be permitted as an electronic message centers or manual changeable copyreader. These CCCs shall be used as an integral part of marquee signs, menu board signs, monument signs, or pylon signs subject to the applicable standards of this Section (See Figure 156.G.004-1, *Changeable Copy Center Design Requirements*), including the following design requirements:
1. *Enclosure.* Electronic message centers or manual changeable copy are permitted as part of a sign if they are enclosed on all sides with a finish of brick, stone, stucco, powder-coated metal, or anodized aluminum. The enclosure shall extend a minimum of six inches from the perimeter of the electronic message center in all directions. Gaps between the changeable copyreader board and the surround are permitted to accommodate locks and hinges for a cover for the changeable copy area, but only to the extent necessary for such locks and hinges to operate.
 2. *Size and Proportions.* Changeable copy centers square footage shall not exceed the maximum sign area permitted for that sign type within the zoning district where the proposed sign is to be located with the following requirements or limitations for the changeable copy:
 - a. *Menu Board Sign.* If a menu board sign is not visible from a residential property or a public or private street, 100 percent of the copy area may be electronic.
 - b. *Marquee Sign.* The lesser of 100 square feet or 40 percent of the sign area of a marquee sign; or
 - c. *Other Sign Types.* The lesser of 100 square feet or the maximum permitted sign area of a monument sign, or pylon sign.
 - d. *Remainder of Sign Copy.* The balance of the sign area shall utilize permanent letters or symbols.
 - e. *Combination of CCC Types.* No sign structure that includes a manual changeable copy sign may also include an electronic message center, and vice-versa.
 3. *Electronic Message Center Locational Requirements.*
 - a. Electronic message centers shall be:
 - i. Located no closer than 100 feet to a residential dwelling unit;
 - ii. Prohibited in the UC-HD, Urban Core-Historic District, with the exception of permitted marquee signs; and
 - iii. Permitted in the UC, MU, GC, PI, REC and GI zoning districts subject to the standards in subparagraphs b and c below.
 - iv. Be limited to one such sign per lot.
 - b. Electronic message centers shall not:
 - i. Blink, rotate, move, chase, flash, glare, strobe, scintillate, or in any fashion be distracting to the traveling public or the public in general;
 - ii. Include audio, pyrotechnic, or bluecasting (Bluetooth advertising) components;
 - iii. Be included on or used as portable or temporary sign.
 - c. Electronic message centers shall:
 - i. Not be limited by color;
 - ii. Contain a default design that will freeze the sign in one position with no more illumination than 0.3 foot candles above ambient light if a malfunction occurs; and
 - iii. Include an automatic dimmer that dims the sign at dusk or during low-light conditions.
 4. *Manual Changeable Copy.*
 - a. Manual changeable copyreader boards are only permitted on monument signs, pylon signs or marquee signs.
 - b. Manual changeable copy message centers, including their frames shall be the lesser of 100 square feet or the maximum permitted sign area of a monument sign or pylon sign. The balance of the sign area shall utilize permanently affixed letters or symbols.
 - c. Lettering of manual changeable copy signs shall be of a single style and shall be of uniform color and size.

Figure 156.G.004-1
Changeable Copy Center Design Requirements



Section 156.G.005, Sign Illumination

- A. **Generally.** The standards in this Section establish the permitted level of illumination for individual sign types in [Section 156.G.004, Permanent Signs](#), and the level and type of illumination allowed (internal illumination, external illumination, or halo lit).
- B. **Color.** Illumination shall be in white light only.
- C. **Electrical Service.** When electrical service is provided to a sign, all such electrical service shall be permanently installed in accordance with the City's Electrical Code, and shall be placed underground.
- D. **Glare.** All lighting shall be arranged so that there will be no glare directed or reflected toward adjacent properties or constitute a hazard to the safe and efficient operation of vehicles upon a street.
- E. **Illumination.** Internal or external illumination of signs is permitted as follows:
 - 1. *Generally.*
 - a. Externally illuminated signs may be illuminated by either ground-mounted lights or wall-mounted light bars.
 - b. Internally illuminated signs may include halo lighting, neon, or other sources that do not exceed the brightness or flashing light standards below.
 - c. All signs shall not exceed 0.3-foot candles over ambient light conditions.
 - 2. *Flashing Lights.* Signs with flashing, blinking, or traveling lights shall have light bulbs that do not exceed 350 Lumen each.

Section 156.G.006, Temporary Signs

- A. **Generally.** The signs described in this Section may be installed or modified without a sign permit and not counted in the total square footage of signage allowed on any particular property or site, provided that the sign otherwise complies with the Building Code and with all applicable regulations of this Zoning Ordinance and the following requirements:
 - 1. The temporary signage permitted by this Section shall be regulated by the base zoning district and by number, size, height, location, duration of signs placed on a property on a temporary basis;
 - 2. All temporary signs must be made of durable materials and shall be well-maintained;

3. Lighting shall only be from ambient, external illumination;
 4. The party posting the temporary sign is solely responsible for obtaining the permission of the property owner before posting their temporary sign; and
 5. The Zoning Administrator has the authority to remove any temporary signage that does not meet any and all of the requirements of this Article.
- B. **Allowed Signs.** Table 156.G.006-1, *Allowed Temporary Signs*, sets out:
1. The temporary sign types allowed in each zoning district; and
 2. The standards applicable to each sign type.
- C. **Unlisted Signs.** Signs that are not listed in Table 156.G.006-1 are prohibited as temporary signs.

Table 156.G.006-1 Allowed Temporary Signs							
Sign Type	Residential Districts	Mixed-Use and Non-Residential Districts					Example Image
	AG, RR, RL, RM, RH	MU	UC	GC	PI, REC	GI	
Balloon Sign							
Number Allowed	--	--	--	1	--	1	
Maximum Area	--	--	--	50 s.f.	--	50 s.f.	
Maximum Height	--	--	--	20 ft.	--	20 ft.	
Illumination	---	--	--	Ambient Only	--	Ambient Only	
Maximum Days Sign May be Displayed (Cycle)	--	--	--	15 days	--	15 days	
Maximum Cycles per Calendar Year	--	--	--	4	--	4	
Banner Sign							
Number Allowed	--	1 per street frontage for a single tenant building; 1 per business in a multi-tenant building, subject to separation requirements					
Maximum Area	--	48 sq. ft.		100 sq. ft.			
Maximum Height	--	Attached: Below eave line or parapet wall; Ground Mounted: 5 ft.					
Illumination	--	Ambient Only					
Minimum Separation	--	25 feet from other temporary signs					
Maximum Days Sign	--	30 days					

Table 156.G.006-1
Allowed Temporary Signs

Sign Type	Residential Districts	Mixed-Use and Non-Residential Districts					Example Image
	AG, RR, RL, RM, RH	MU	UC	GC	PI, REC	GI	
May be Displayed (Cycle)							
Maximum Cycles per Calendar Year	--		12				
Feather Sign							
Number Allowed	--	1 per 50 ft. of street frontage with a max. of 3 per street frontage	--	1 per 50 ft. of street frontage with a max. of 3 per street frontage			
Maximum Area	--	24 s.f.	--	24 s.f.			
Maximum Height	--	8 ft.	--	8 ft.			
Minimum Setback	--	--	--	--			
Illumination	--	Ambient Only	--	Ambient Only			
Maximum Days Sign May be Displayed (Cycle)	--	30 days	--	30 days			
Maximum Cycles per Calendar Year	--	4	--	4			
Freestanding Development Sign							
Number Allowed		1 per lot		2 per street frontage			
Maximum Area		48 s.f. per sign					
Maximum Height		8 ft.					
Minimum Separation		--		5 ft. between signs			
Minimum Setback		10 ft.	--	10 ft.			

Table 156.G.006-1
Allowed Temporary Signs

Sign Type	Residential Districts	Mixed-Use and Non-Residential Districts					Example Image
	AG, RR, RL, RM, RH	MU	UC	GC	PI, REC	GI	
Maximum Days Sign May be Displayed (Cycle)	Sign shall be removed upon project completion, issuance of a Certificate of Occupancy, transfer of ownership of subdivided lots or after six months of inactivity on a project or development.						
Maximum Cycles per Calendar Year	--						
Other Signs	A freestanding development sign is prohibited from a property that already has a permanent freestanding sign						
L-Frame/H-Frame Sign							
Number Allowed	1 per street frontage						
Maximum Area	9 s.f.						
Maximum Height	6 ft.						
Minimum Setback ¹	6 feet; 20 ft. from an intersection						
Illumination	Ambient only						
Maximum Days Signs May be Displayed (Cycle)	180 days						
Maximum Cycles Per Calendar Year	2						
Yard Sign							
Number Allowed	No maximum number; see next row for maximum area			One Every 30 ft; Max. of 5 signs			
Maximum Area	6 s.f. per side			9 s.f. per side			
Maximum Height	4 ft.			4 ft.			
Minimum Setback	--						
Illumination	Ambient only						

Table 156.G.006-1 Allowed Temporary Signs							
Sign Type	Residential Districts	Mixed-Use and Non-Residential Districts					Example Image
	AG, RR, RL, RM, RH	MU	UC	GC	PI, REC	GI	
Maximum Days Signs May be Displayed (Cycle)	30 days						
Maximum Cycles Per Calendar Year	--						

- D. **Portable Signs.** Portable signs may be located in any nonresidential zoning district on a temporary basis through issuance of a sign permit subject to the following requirements:
1. *Maximum Size.* Signs shall not exceed 50 square feet in area;
 2. *Maximum Height.* Signs shall not exceed six feet in height;
 3. *Public Right-of-Way.* Portable signs shall not be located in any public right-of-way;
 4. *Duration.* One portable sign shall be permitted on any zoning lot for a period of not more than 60 days in any calendar year.
 5. *Off-Premises Signs.* Off-premises advertising is prohibited.
 6. *Other Standards.*
 - a. Portable signs may not be adapted for use as permanent signs.
 - b. All portable signs being displayed on the effective date of this Zoning Ordinance are subject to the above regulations and shall be removed within 30 days unless authorized in accordance with the provisions of this Article.

Section 156.G.007, Installation, Maintenance, and Removal

- A. **Installation.**
1. *Identification.* Every permitted sign shall display in a conspicuous place on the sign, in letters no less than one inch in height, the date of erection, the permit number, the name of the sign manufacturer and installer, and the voltage of any electrical apparatus used.
 2. *Anchoring.* Signs shall not be suspended by chains or other devices that will allow the sign to swing, due to wind action. Signs shall be anchored to prevent any lateral movement that could cause wear on supporting members or connections.
 3. *Supports.* Supports and braces shall be an integral part of the sign design. Angle irons or wires used for supports or braces shall be hidden from public view to the extent technically feasible.
 4. *Freestanding Signs.* Freestanding signs shall be self-supporting structures and be permanently attached to sufficient foundations.
 5. *Attached Signs.* Attached signs must derive their principle and total support from the building to which they are attached.

6. *Use of Fill Under Monument Signs.* Mounds or berms may be used to elevate permanent monument signs, provided that the mound or berm elevates the base of the sign not more than three feet above the natural grade at the location of the sign.
 7. *Electrical Switch.* The sign shall be equipped with a switch that prevents electricity from flowing to the sign in order to promote safety during maintenance.
 8. *Inspection Request.* After any sign requiring a permit is constructed or erected, the sign contractor performing the work or service shall notify the Building Official for final inspection of the sign.
- B. Inspection.** The Building Official or Zoning Administrator has the right to visit any site where a sign is erected or is being erected, installed, converted, relocated, enlarged, or modified in the City for the purpose of making any inspection necessary.
1. If the Zoning Administrator finds a sign to be non-conforming, the Zoning Administrator shall cause notice in writing to be given the owner of the sign or the owner of the building to which it is attached to at once remove the sign.
 2. If such owner neglects or fails to comply therewith, the Building Official or Zoning Administrator may cause the sign to be removed and the expense thereof to be assessed against the owner of the building or sign and collected as other special taxes.
 3. Anyone violating any of the provisions of this subchapter shall be subject to a fine that shall be set by resolution.
 4. Any fines issued or actions taken by the Zoning Administrator under this subsection may be appealed to the Board of Adjustment, whose decision is subject to judicial review pursuant to I.A.C. § 414.15. Removal of a sign shall be stayed during such appeal unless the sign presents a danger to public safety.
- C. Maintenance.** Signs that do not have a permit, or are not maintained as set out in this Section, are subject to the provisions set out in this Subsection.
1. *Message.* Signs shall display messages. Signs that do not display a message for a period of more than 90 days are "abandoned signs," which are prohibited subject to [Section 156.G.003, Prohibited Signs](#).
 2. *Upkeep of Ground Around Sign.* The area within a 10-foot radius of the base of a sign shall be kept free of weeds, rubbish, or flammable waste or material.
 3. *Supports and Other Hardware.* Structural supports, braces, bolts, clips, supporting frames and fastenings of a sign shall be kept in good repair and safe condition, including replacement of defective parts, so that the sign is securely fastened or anchored to a building wall, structural framing, or other foundation.
 4. *Paint and Finishes.* Paint and other finishes shall be maintained in good condition. Peeling finishes shall be repaired. Signs with running colors shall be repainted, repaired, removed, or replaced if the running colors were not part of the original design.
 5. *Corrosion and Rust.* Permanent signs and sign structures shall be finished and maintained to prevent corrosion and rust. A patina on copper elements is not considered rust.
 6. *Level Position.* Signs that are designed to be level shall be installed and maintained in a level position.
 7. *Materials.* All signs shall be constructed of durable materials and securely attached to framework, with supports made of masonry, wood, metal, or other material of equivalent strength.

ARTICLE H – OUTDOOR LIGHTING

Section 156.H.001, Purpose and Applicability

- A. **Purpose.** The purpose of this Article is to provide regulations for outdoor lighting that will:
1. *Minimum Levels.* Permit the use of outdoor lighting that does not exceed the minimum levels specified for nighttime safety, utility, security, productivity, enjoyment, and commerce;
 2. *Off-Site Impacts.* Minimize adverse off-site impacts of lighting such as light trespass, and obtrusive light;
 3. *Light Pollution.* Curtail light pollution, reduce skyglow and improve the nighttime environment for astronomy;
 4. *Night Lighting.* Help protect the natural environment from the adverse effects of night lighting from gas or electric sources; and
 5. *Energy Conservation.* Conserve energy and resources to the greatest extent possible.
 6. *UL Listed.* All lighting, Luminaires as the 2020 NEC calls them, shall be UL listed for the purpose they are intended for, shall not be modified in any way and shall conform to Article 410 of the 2020 NEC, NFPA 70.
- B. **Applicability.** The standards of this Article apply to the following development activities:
1. *New Development.* New residential, nonresidential, or mixed-use development or change in use from residential to nonresidential or mixed-use;
 2. *Increase in Intensity.* Increase in apartment units, manufactured home pads, gross floor area, or impervious surface by 20 percent or more, cumulatively over a five-year period; or
 3. *Change in Use.* Change in use requiring additional parking spaces.
- C. **Exemptions.** The following are not regulated as by this Article:
1. *Right-of-Way.* Lighting within the public right-of-way for the principal purpose of illuminating streets or roads;
 2. *Emergency Services.* Temporary lighting used by law enforcement, fire, and other emergency services;
 3. *Monuments, Art, and Statutes.* Lighting for public monuments, art, and statuary;
 4. *Repairs.* Repairs to existing luminaires not exceeding 25 percent of total installed luminaires;
 5. *Signs.* Lighting solely for signs, which is regulated by [Article G, Signs](#); and
 6. *Underwater.* Underwater lighting in swimming pools and other water features.

Section 156.H.002, General Requirements

- A. **Generally.** Outdoor lighting installed after the effective date of this Zoning Ordinance shall not exceed the footcandle (fc) values in Table 156.H.002-1, *Illumination Standards*, and Table 156.H.002-2, *Parking Lot Lighting*.

Table 156.H.002-1 Illumination Standards				
Zoning Districts	Maximum Footcandle adjacent a Residential Property Line ¹	Maximum Footcandle Adjacent to a Nonresidential Property Line ¹	Maximum Footcandle Adjacent a Public Right of Way ¹	Average Permitted Horizontal Footcandles ¹
All values are stated in footcandles (fc)				
AG, RR, RL, RM, RH	0.2	0.2	0.5	0.2
MU, UC, GC, PI, REC	0.5	2.0	1.0	5.0
GI	0.5	1.0	1.0	2.0
Table Notes:				
1. Horizontal footcandles are measured horizontal from the surface of the property by holding a light meter parallel to the ground approximately one foot off the surface.				

- B. **Nuisance Prohibited.** Outdoor lighting shall be deflected, shaded, and focused away from abutting properties and shall not be a nuisance to such abutting properties.
- C. **Parking Lot Lighting.** Parking facilities, including structured and open parking lots, spaces, drive aisles, entrances, and stairways must meet the illumination standards set out in Table 156.H.002-2, *Parking Lot Lighting*. Light fixtures must be designed and installed to prevent glare from being cast outside of any parking structure or parking lot, and shall not exceed the limits stated in Table 156.H.002-1, *Illumination Standards*.

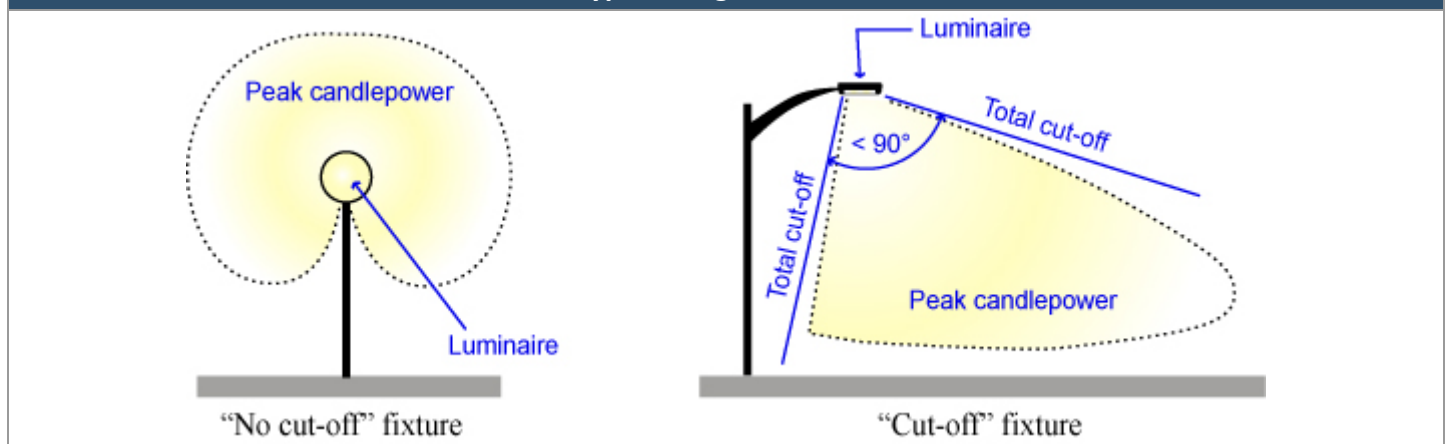
Table 156.H.002-2 Parking Lot Lighting	
Standard	Footcandle Requirement ¹
Minimum Horizontal Illuminance ¹	0.2 fc
Average Horizontal Illuminance ¹	2.0 fc
Uniformity Ratios (Horizontal Illumination) Average to Minimum	4:1
Maximum to Minimum Ratio	20:1
Table Notes: 1. Measured on the parking surface, without any shadowing effect from parked cars or trees.	

- C. **Canopy Lighting.** Canopy lighting for uses that have sheltered outside work or service areas, such as vehicle gas and fueling stations, must recess all luminaries into the canopy so that they cannot be viewed off-site from an eye height of four feet (to protect automobile drivers from glare).
- D. **Wall Pack Lighting.** Any project that proposes the use of wall pack lighting on the perimeter of the property shall be required to prepare an exterior lighting plan for review and approval by the Zoning Administrator.
- E. **Outdoor Recreation Facilities.**
- Average Permitted Horizontal Footcandle Exemption.* Illumination levels for sports facilities may exceed the maximum permitted horizontal footcandle requirements and shall be:
 - Designed to be no higher than recommended for the appropriate class of play, as defined by the current version of the Illuminating Engineering Society of North America (IESNA) publication IES RP-6-15; and
 - Comply with the maximum footcandles adjacent to residential and nonresidential property lines standards established in Table 156.H.002-1, *Illumination Standards*.
 - Shielding.* Fixtures used for non-aerial sports shall be fully-shielded. Fixtures used for aerial sports, such as baseball and softball shall be shielded to the full extent possible while also allowing the minimum of vertical illuminance needed to track the ball.
 - Certification.* Lighting systems for outdoor recreational facilities shall be designed and certified by an engineer registered in the state as conforming to all applicable restrictions of this Zoning Ordinance before construction commences.
- F. **Prohibitions.** The following are prohibited:
- Vehicular Safety.* Any fixed light not designed for roadway illumination that produces incident or reflected light that could impair the operator of a motor vehicle;
 - Searchlights.* The installation, use, or maintenance of beacons or searchlights;
 - Building Facade Lights.* Lights that are mounted on the ground or poles for the purpose of illuminating a building facade; and
 - Building Outline Lighting.* Exposed strip lighting or neon tubing used to illuminate building facades or outline buildings or windows or flickering or flashing lights installed in like fashion, except for temporary decorative lighting.

Section 156.H.003, Light Sources

- B. **Generally.** All lighting shall be shielded so the source of illumination (bulb or direct lamp image) is not visible from the property line. This reduces glare and interference with boundary streets and adjacent properties. No lamp shall extend past the housing of a light fixture.
- C. **Light Fixture Type.**
1. Light fixtures shall be:
 - a. "Full cut-off" fixtures that limit lighting that is visible or measurable at the property line;
 - b. Of constant intensity;
 - c. Reflected or shielded so as not to:
 - i. Be of excessive brightness;
 - ii. Cause glare hazardous to pedestrians or drivers;
 - iii. Create any public or private nuisance; or
 - iv. Unreasonably interfere with an adjacent property owner's right to enjoy their property.
 2. "No cut-off" fixtures, may be used only for decorative purposes, provided:
 - a. They have light fixtures that produce no more than 1,500 lumens (approximately equal to a 100-watt incandescent bulb);
 - b. They use energy-efficient bulbs, such as light-emitting diode (LED) or compact fluorescent (CFL).

Figure 156.H.003-1
Types of Light Fixtures



- D. **Cut-Off Requirements.** (See Figure 156.H.003-1, *Types of Light Fixtures*.)
1. **Full Cut-Off.** Except as otherwise allowed, all lighting (including, but not limited to vehicle use areas, canopies, security, walkway, landscaping, signs, outdoor display areas, and building) shall have 100 percent of its output below 90 degrees from a vertical line through the fixture.
 2. **Adjacent to Residential Use or District.** All lighting fixtures that are mounted on a building wall facing a property line adjacent to a residential property line or public right-of-way boundary shall be fitted with a "house side shielding" reflector on the side facing the residential property line or public right-of-way.
 3. **Flags and Statues.** Light fixtures used to illuminate flags, statues, or any other objects mounted on a pole, pedestal, or platform shall use a narrow cone beam of light that will not extend beyond the illuminated object.

Section 156.H.004, Lighting Placement and Height

A. Standards for Specific Uses and Site Features.

1. **Awnings.** Awnings or canopies used for building accents over doors and windows shall not be internally illuminated (i.e., from underneath or behind the awning) unless the awning material is entirely opaque.

2. *Canopies.* Areas under a canopy shall be designed so as not to create glare off-site. Acceptable methods include one or both of the following:
 - a. A recessed fixture incorporating a lens cover that is either recessed or flush with the bottom surface (ceiling) of the canopy that provides a full cutoff or fully-shielded light distribution; or
 - b. A surface-mounted fixture incorporating a flat glass that provides a full cutoff or fully-shielded light distribution.
 3. *Sports and Performance Venues.* Lighting fixtures for outdoor sports areas, athletic fields, and performance areas shall be equipped with an existing glare control package (e.g., louvers, shields, or similar devices) and aimed so that their beams are directed and fall within the primary playing or performance area.
 4. *Wall Pack Lights.*
 - a. Wall packs on the exterior of the building shall be fully shielded (e.g., true cut-off type bulb or light source not visible from off-site) to direct the light vertically downward and be of low wattage (100 watts or lower).
 - b. Wall pack light sources visible from any location off-site are prohibited.
- B. Maximum Fixture Height.**
1. *Freestanding Fixtures.* No freestanding light fixture shall be greater than 25 feet in height, except as set out in [Section 156.H.002.E, Outdoor Recreation Lighting](#).
 2. *Fixtures Mounted on Residential Buildings and Accessory Structures.* Fixtures that are mounted on residential buildings or accessory structures shall not be located higher than 16 feet or above the lowest point of the roof eave, whichever is lower.
 3. *Fixtures Mounted on Nonresidential Buildings.* Fixtures that are mounted on nonresidential buildings shall not be located above the highest point of the roofline of any building.
 4. *Full Cut-Off Fixtures.* Full cut-off fixtures shall have a maximum height of 30 feet.
 5. *No Cut-off Fixtures.* No cut-off fixtures:
 - a. Shall have a maximum height of 20 feet; and
 - b. Are not permitted on any side of a building that faces or abuts a residential property line.

ARTICLE I – DEVELOPMENT REVIEW BODIES

Section 156.I.001, City Council

- A. **Generally.** The City Council has all powers conferred upon it by the City of Marshalltown Code of Ordinances and the laws of the state of Iowa. With respect to decision-making pursuant to this Zoning Ordinance, in addition to the authorized acts of the Code of Ordinances, the City Council will exercise the powers set out in this Section.
- B. **Approvals.** The City Council shall have the authority to make final decisions on the development review applications denoted in Table [156.J.002.12-1, Development Review Summary Table](#). In addition, the City Council shall have the authority to approve, adopt, or amend:
1. Plans and programs for the development and redevelopment of the City, including but is not limited to, amending the text and maps of the Comprehensive Plan or other plans from time to time;
 2. The City's Capital Improvement Plan (CIP);
 3. Policies or procedures to facilitate implementation of planning programs;
 4. Proposed covenants, conditions, and restrictions as required by the City; and
 5. Any other action not delegated to any other board or commission as the City Council may deem desirable and necessary to implement the provisions of this Zoning Ordinance and the goals and objectives of the City, provided such action is not contrary to the requirements of this Ordinance or state law.
- C. **Appeals.** The City Council shall hear and decide appeals from decisions of the Plan and Zoning Commission after a public hearing, as set out in [Section 156.J.002, Common Review Procedures](#).

Section 156.I.002, Plan and Zoning Commission

1. **Established.** The Plan and Zoning Commission is authorized by Iowa Code Chapter 414, *City Zoning*, and shall be established and function according to [Chapter 150, Planning](#), of the City's Code of Ordinances.
2. **Powers and Duties.** The Plan and Zoning Commission shall have the authority to make recommendations to the City Council and BOA or make final decisions on the development review applications denoted in Table [156.J.002.12-1, Development Review Summary Table](#).

Section 156.I.003, Board of Adjustment

- A. **Established.** This Section establishes a Board of Adjustment (BOA), with membership, qualifications, and terms of office in accordance with and controlled by the provisions of [Chapter 414 of the Iowa Code](#).
- B. **Powers and Duties.** The BOA shall have the authority to make final decisions on the development review applications denoted in Table [156.J.002.12-1, Development Review Summary Table](#).
- C. **Membership.** The Board shall consist of five members serving without compensation, appointed by the Mayor, subject to the approval of the Council for a term of five years; excepting that, when the Board shall first be created, one member shall be appointed for a term of five years, one for a term of four years, one for a term of three years, one for a term of two years and one for a term of one year. Not more than two members of the Board shall be members of the Plan and Zoning Commission.
- D. **Vacancy.** Any vacancy shall be filled by appointment by the Mayor for the unexpired portion of the term. Should any member be absent from the city or become incapacitated, or disqualified, the Mayor shall appoint a substitute to serve as a member of the Board with the same powers and authority as the regular member of the Board until the regular member has returned or is able to serve on the Board.
- E. **Special Uses.** Requests for special uses shall be submitted to the Zoning Administrator, who shall forward such to the Board of Adjustment for consideration. Such requests shall include information ordinarily submitted with applications as well as any additional information deemed necessary by the Board of Adjustment.
- F. **Meetings and Procedures.**

1. *Time and Place.* Meetings of the Board shall be held at the call of the Chair and at such other times as the Board may determine. Such Chair or, in their absence, the acting Chair may administer oaths and compel the attendance of witnesses. All meetings of the Board shall be open to the public.
 2. *Record Keeping.* The Board shall keep minutes of its proceedings, showing the vote of each member upon each question or, if absent or failing to vote, indicating such fact, and shall keep records of its examinations and other official actions, all of which shall be immediately filed in the office of the Board and shall be a public record.
 3. *Role of Secretary of the Board.* A city representative shall serve as Secretary of the Board and keep its records.
 4. *Relations to Other City Boards.* The Board shall have the power to call on any municipal department or officer for assistance in the performance of its duties, and it shall be the duty of any such department to render such assistance as may reasonably be required.
 5. *Rules of Procedures.* The Board shall adopt, from time to time, such rules and regulations as it may deem necessary to carry into effect the power and authority granted it by the provisions of this chapter or any state law.
 6. *Quorum and Necessary Vote.* The concurring vote of three members of the Board shall be necessary to decide any appeal, exception, or variation upon which the Board is authorized by this chapter to render a decision.
 7. *Decisions.* The Board shall render its decisions without unreasonable delay.
- G. **Jurisdiction.** The Board shall have the following powers and authority:
1. *Appeals.* To hear and decide an appeal where it is alleged there is error in any order, requirement, decision or determination made by the Zoning Administrator in the enforcement of this chapter;
 2. *Exceptions.* To grant an exception in the following instances:
 - a. In the extension of a district where the boundary line of a district divides a lot or tract held in a single ownership after the effective date of this chapter;
 - b. In the determination that the actual street layout on the ground varies from the street layout as shown on the District Map;
 - c. In the erection and use of a building or the use of premises for railroads or public utility purposes;
 - d. In the reconstruction of a non-conforming building which has been damaged by explosion, fire, act of God or a public enemy, to the extent of more than 50 percent of its fair market value, where the Board finds some compelling necessity requiring a continuance of the non-conforming use and that the primary purpose in continuing the non-conforming use is not to continue a monopoly;
 - e. In the waiving or reduction of the parking and loading requirements in any of the districts whenever the character or use of the building is such as to make unnecessary the full provisions of the parking or loading facilities, or where such regulations would impose an unreasonable hardship upon the use of the lot, as contrasted with merely granting an advantage or convenience;
 - f. In the permitting of land within 300 feet of a multiple dwelling to be improved for the parking spaces required in connection with a multiple dwelling;
 - g. In the determination of whether an industry should be permitted within the GI, General Industry, because of the methods by which it would be operated and because of its effect upon uses in surrounding districts;
 - h. In the extension or expansion of a non-conforming use on the same or adjoining property to provide parking for employees and for handicapped persons; and
- H. **Appeals.** Any person or persons, or any board, taxpayer, officer, department, board or bureau of the City aggrieved by any decision of the Board of Adjustment may seek review of such decision by a court of record in the manner provided by the laws of the State and particularly by Chapter 414, Code of Iowa.

Section 156.I.004, Zoning Administrator

- A. **Generally.** The Zoning Administrator is a member of the City staff who is ultimately responsible for processing an application to a final decision (in case of administrative review applications) or making a recommendation to another review body (in case of all other applications) designated by the City shall administer and enforce this Chapter.

- B. **Powers and Duties.** The Zoning Administrator shall have the authority to make recommendations or final decisions on the development review applications denoted in Table 156.J.002.12-1, *Development Review Summary Table*.

Section 156.I.005, Floodplain Administrator

- A. **Designation of the Floodplain Administrator.** The City Administrator shall appoint a Floodplain Administrator to administer and enforce the relevant provisions of this Zoning Ordinance and other appropriate sections of [Code of Federal Regulations \(CFR\) Title 44, Emergency Management and Assistance](#), pertaining to floodplain management.
- B. **Powers and Duties.**
1. Review all floodplain development permit applications to ensure that the provisions of this subchapter will be satisfied;
 2. Review all floodplain development permit applications to ensure that all necessary permits have been obtained from federal, state, or local governmental agencies;
 3. Notify adjacent communities and/or counties and the state's Department of Natural Resources prior to any proposed alteration or relocation of a watercourse;
 4. Keep a record of all permits, appeals and such other transactions and correspondence pertaining to the administration of floodplain management provision within this Zoning Ordinance;
 5. Review subdivision proposals to ensure such proposals are consistent with the purpose of this Chapter and advise the City Council of potential conflicts; and
 6. Shall require that no new construction, substantial improvements, or other development (including fill) be permitted within zones A1-30 and AE on the community's Flood Insurance Rate Map (FIRM), when a regulatory floodway has not been designated unless it is demonstrated that the cumulative effect of the proposed development, when combined with all other existing and anticipated development, will not increase the water surface elevation of the base flood more than one foot at any point within the community; and
 7. May, under the provisions of CFR Title 44, [Chapter 1, Section 65.12](#), of the National Flood Insurance Program regulations, approve certain development in zones A1-30, AE, AH, on the City's FIRM which increases the water surface elevation of the base flood by more than 1 foot, provided that the City first completes all of the provisions required by Section 65.12.

Section 156.I.006, Building Official

- A. **Powers and Duties Relative to Matters in this Zoning Ordinance.** The Building Official shall have the authority to make final decisions on the development review applications denoted in Table 156.J.002.12-1, *Development Review Summary Table*.
- B. **Powers and Duties Relative to Matters Outside of this Zoning Ordinance.** In addition to the powers and duties set forth above, the Building Official shall perform duties as outlined in the remainder of the City's Code of Ordinances.

ARTICLE J – DEVELOPMENT REVIEW PROCEDURES

Section 156.J.001, Purpose and Application

Subsec. 156.J.001.1, Purpose

The purpose of this Article is to consolidate and standardize the City's development review procedures.

Subsec. 156.J.001.2, Applicability

- A. **Generally.** The sections of this Article apply to all development activity that requires a recommendation or final decision from City staff or a Council, Commission, or Board denoted in [Article I, Development Review Bodies](#).
- B. **Types of Procedures.** There are three types of development procedures applicable to this Zoning Ordinance, including:
1. *Legislative.* An application recommended by a Commission, Board, or Staff that requires public notice and a hearing, and a final decision by the City Council is a legislative action.
 2. *Administrative.* These applications are decided by the Zoning Administrator where no public notice or hearing is required. The decision is made using clear and objective standards or approval criteria where no limited discretion is necessary.
 3. *Quasi-Judicial.* The Board of Adjustment (Board) reviews applications for special use permits, appeals of administrative decisions, variances, determines findings of fact, and may then approve, approve with conditions, or deny an application. The decision of the Board is final and subject only to appeal by a court of competent jurisdiction.
- C. **Sequence of Development Approval.** Where more than one development review application is required by this Zoning Ordinance in order to initiate, continue, or complete a development on the same property, development review bodies shall make final decisions in the following sequence. A development review body shall make final decisions on:
1. Legislative applications prior to final decisions on all other applications;
 2. Quasi-judicial applications prior to final decisions on subdivision or administrative applications; and
 3. Applications within the same category as Table [156.J.002.12-1, Development Review Summary Table](#), assigns priority.

Section 156.J.002, Common Review Procedures

Subsec. 156.J.002.1, Pre-Application Conference

- A. **Purpose.** The purpose of a Pre-application Conference is to familiarize the applicant with the submittal requirements and review procedures, including all applicable standards and any known constraints, hazards, or special conditions associated with the subject property.
- B. **Applications Requiring a Pre-Application Conference.** Table [156.J.002.12-2, Review Steps](#), denotes the development review applications that require a Pre-Application Conference.
- C. **Scheduling.** The conference shall be scheduled at least 15 days before an application is due.
- D. **Sketch Plan.** The applicant may submit a sketch plan as a basis for discussion prior to or at the pre-application conference. The sketch plan shall be of sufficient detail to accurately convey the concept, character, location, parcel size, and the size and scale of the proposed development. The applicant may submit additional materials at his or her discretion.
- E. **Requested Submittals.** At or following the Pre-application Conference, the Zoning Administrator may request that the applicant provide additional materials at the time of application submittal as may be necessary to permit the informed exercise of judgment under the decision criteria for the application.

- F. **Disclaimer.** Outcomes of the pre-application conference shall not imply, in whole or in part, any final decision on the application.
- G. **Continuing Review Process.** After the Pre-application Conference has occurred, applications that require such conference may subsequently undergo the processes established in [Subsec. 156.J.002.3, Application Completeness](#).

Subsec. 156.J.002.2, Application and Fees

- A. **Applications and Fees.** Every development review application required by this Zoning Ordinance shall be submitted in a format and with contents established by the Zoning Administrator and shall include the corresponding application fee that is established by the City Council.
- B. **Applications Subject to Application Filing and Fees.** Table [156.J.002.12-2, Review Steps](#), denotes the development review applications that require an Application and Fees.
- C. **Authorization to Initiate an Application.** Table [156.J.002.2-1, Application Authorization](#), denotes those who are authorized to initiate each of the application types.

Table 156.J.002.2 Application Authorization			
Application Type	Council or Commission	Property Owner ¹	Party Aggrieved by an Administrative Decision ¹
Legislative Review Applications	Yes	Yes	No
Administrative Review Applications	No	Yes	No
Quasi-Judicial Applications	No	Yes	Yes
TABLE NOTES: "Yes" = Entity may initiate application "No" = Entity may not initiate application 1. Including his or her agent.			

- D. **Liens, Taxes, Assessments, and Debts to Public Entities.** No application for a permit or approval will be processed for property that is the subject of outstanding liens, delinquent taxes, delinquent assessments, or any other delinquent debts, fines, or obligations to the City, County, a school district, or other public-sector entity that provides services to the property.
- E. **Representation of Facts.** It is unlawful for any person to knowingly or willfully misrepresent or fail to include any information required by this Zoning Ordinance on any application. If development is approved upon an application that contains misrepresentations or fails to contain material facts required by the application, then the City shall place a stay or stop-work order on the development or use, which shall remain in place until such time that the approval body receives the required information to its satisfaction.
- F. **Waiver of Submittal Requirements.** The Zoning Administrator may waive certain submittal requirements in order to tailor the requirements to the information necessary to review a particular application.
- G. **Deadlines.** The Zoning Administrator may establish periodic application submittal deadlines.
- H. **Continuing Review Process.** Submitted applications shall subsequently undergo the processes established in [Subsec. 156.J.002.3, Application Completeness](#).

Subsec. 156.J.002.3, Application Completeness

- A. **Generally.** The application completeness review ensures whether or not an application is sufficiently complete to be processed. After an application is submitted, the Zoning Administrator shall review the application and determine if:
1. The application includes all required materials and information;
 2. Those parts of the application which are required to be prepared by licensed professionals are, in fact, prepared by such professionals; and

3. Any additional information that is necessary to demonstrate compliance with all of the applicable requirements of this Ordinance or that was identified as part of a Pre-Application Conference.
- B. **Applications Requiring an Application Completeness Review.** Table [156.J.002.12-2](#), *Review Steps*, denotes the development review applications that require Application Completeness.
- C. **Completeness Does Not Equate to Approval.** A determination of completeness does not mean that:
 1. During review, additional clarification or information will not be needed;
 2. The application will receive a positive recommendation or positive final decision from the applicable administrative body; or
 3. The contents of the submittal are accurate or that they comply with the standards of this Zoning Ordinance.
- D. **Incomplete Applications.**
 1. If the Zoning Administrator determines a submittal not to be complete, the Administrator shall:
 - a. Notify the applicant in writing with a list of all missing or incomplete items; and
 - b. Provide a maximum of 10 business days for the applicant to resubmit the missing or incomplete items.
 2. If the applicant does not resubmit the missing or incomplete items within 10 business days, the Zoning Administrator shall deem the submittal null and void.
- E. **Refunds.** Fees for applications deemed incomplete and null and void are non-refundable.
- F. **Continuing Review Process.** Complete applications shall subsequently undergo the processes established in [Subsec. 156.J.002.4](#), *Staff Review*.

Subsec. 156.J.002.4, Staff Review

- A. **Final Decision or Distribution.** After completeness determination, the Zoning Administrator shall, according to the review responsibilities of Table [156.J.002.12-1](#), *Development Review Summary Table*:
 1. *Review and Comment.* Review the application and provide comments to the applicant, which may include required revisions;
 2. *Review and Decide.* Review and make a final decision on the application; or
 3. *Distribute.* Distribute the application to City staff or outside agency for recommendation or final decision.
- B. **Applications Requiring Staff Review and Referral.** Table [156.J.002.12-2](#), *Review Steps*, denotes the development review applications that require a Staff Review.
- C. **Required Revisions.**
 1. *Comments.* During application review, the Zoning Administrator may provide comments from City staff or outside agencies or other administrative bodies, where applicable, to the applicant. The applicant shall revise and resubmit the application with the requested changes.
 2. *Resubmittal.* Upon receipt of the resubmittal, the Zoning Administrator may refer the application to agencies again if the changes substantially affect the interests of the agency in ways not anticipated by the agency's original comments, or require the agency's technical expertise for appropriate review.
- D. **Administrative Recommendation or Decision.** Promptly after submittal of a complete application that addresses the comments (or, after finding that no revisions are required):
 1. *Administrative Applications.* If the application is for a review procedure addressed in [Section 156.J.004](#), *Administrative Review Procedures*, then the City staff member denoted in Table [156.J.002.12-1](#), *Development Review Summary Table*, shall approve, conditionally approve, or deny the application, as appropriate. Applications receiving approval may subsequently undergo the processes established in [Subsec. 156.J.002.10](#), *Inactive or Expired Applications*.
 2. *Legislative and Quasi-Judicial Applications.* If, according to Table [156.J.002.12-2](#), the application requires a public meeting or public hearing prior to a final decision, then the applicable City staff member shall forward a recommendation to the next administrative body who will consider it for further recommendation or final decision.

- E. **Common Review Criteria.** In addition to all other applicable provisions of this Zoning Ordinance, City staff and administrative bodies shall consider the provisions of [Subsec. 156.J.002.5, Common Review Criteria](#), when making a recommendation or a final decision.
- F. **Continuing Review Process.** Applications requiring a public meeting or hearing shall subsequently undergo the processes established in [Subsec. 156.J.002.6, Public Notice](#), and [Subsec. 156.J.002.7, Public Meetings and Hearings](#).

Subsec. 156.J.002.5, Common Review Criteria

- A. **Generally.** In determining whether to approve, approve with conditions or modifications, or deny an application, the applicable review bodies shall consider the common review criteria denoted in [Table 156.J.002.5-1, Common Review Criteria Applicability](#). Additional review criteria may apply and are enumerated in the specific review procedures within this Article.
- B. **Applications Subject to Common Review Criteria.** [Table 156.J.002.5-2, Review Steps](#), denotes the development review applications that are applicable for the use of Common Review Criteria.

Table 156.J.002.5-1 Common Review Criteria Applicability			
Common Review Criteria	All Applications¹	Legislative Applications¹	Quasi-Judicial Applications
The request complies with the applicable standards of this Zoning Ordinance, the City Code of Ordinances, and any applicable county, state, or federal requirements.	Yes	No	No
The request substantially conforms to any associated prior approval for the development, including, but not limited to, a Special Use Permit, Master Development Plan, or Site Plan.	Yes	No	No
The administrative body has considered the recommendation of Staff.	No	Yes	Yes
The request is consistent with applicable policies of the Comprehensive Plan and applicable utility plans and capital improvements plans; or, if it addresses a topic that is not contained or not fully developed in the Comprehensive Plan, the request does not impair the implementation of the Comprehensive Plan.	No	Yes	Yes
The request promotes the purposes of this Zoning Ordinance as established in Section 156.A.002, Purposes , and in other applicable purpose statements in this Chapter.	No	Yes	Yes
Adequate facilities, including public or private utilities, solid waste service, roads, drainage, and other improvements are present or are planned to be provided.	Yes	Yes ²	Yes
The request demonstrates compatibility with surrounding conforming and permitted land uses and structures and with the general character of the area.	No	Yes ²	Yes
TABLE NOTES: "Yes" = Common Review Criteria applies for all applications. "No" = Common Review Criteria does not apply for all applications. 1. Excluding Appeals of Administrative Decisions. 2. Excluding Zoning Ordinance Text Amendment.			

Subsec. 156.J.002.6, Public Notice

- A. **Generally.** Public notice, if required, shall be provided in accordance with the requirements of this Subsection. The content of notices shall be according to the policies adopted by the City and as required by [Iowa Code, Sec. 362.3](#).
- B. **Required Notice.** Set out in Table [156.J.002.6-1, Required Notice](#), are the required notices established for each type of application or procedure. Administrative approvals and procedures do not require notice and therefore are not listed in the Table. It shall be the policy of the City to give as full and adequate notice as practicable to all interested persons and to the general public, but the good-faith failure to mail notice to any person entitled in this Subsection, except as specified in Chapter 414, of the Iowa Code, shall not be grounds for upsetting any action taken.
- C. **Content of Notice.** The notice shall include:
1. The date, time, and place of such hearing;
 2. A description of the contents of the matter to be heard; and
 3. The address or location of the property involved and to be discussed at the public hearing.
- D. **Setting Hearing.** For all matters properly brought before the Board of Adjustment or the Plan and Zoning Commission for which a public hearing is required by this Zoning Ordinance, the development review body charged with conducting the public hearing shall, upon receipt of a completed application, select a reasonable time and place for such hearing; provided, however, that such time shall be not later than 60 days following the submission of the subject application, unless the applicant shall agree to some later time.

Table 156.J.002.6-1 Required Notice				
Review Procedure	Application Type	Review Body	Publication	Posted
Legislative Applications	Text Amendment	City Council	Required	Not Required
	Zone Change		Required	Required
Quasi-Judicial Applications	Special Use Permit	Board of Adjustment	Required	Required
	Variances		Required	Required
	Appeals of Administrative Decisions		Not Required	Not Required

- E. **Procedural Requirements for Notice.**
4. **Contents.** All notices shall contain, at minimum, the following information:
 - a. The name of the owner, applicant, engineer, architect, or other parties involved;
 - b. Lot, block, and address of the subject property, or, if none apply, the general location based on the nearest street intersection;
 - c. For variances, a reference to the Zoning Ordinance provision that is the subject of the variance;
 - d. The address, date, and time of the public hearing.; and
 - e. The necessary information for obtaining assistance for physically impaired persons who wish to attend the hearing.
 5. **Published Notice.** The Zoning Administrator shall arrange for notice of a required public hearing to be published in one issue of an official newspaper of general circulation in the City, as applicable and as required by state law.
 6. **Posted Notice.** Notice is given by a sign posted on the property in one or more locations that are visible from a public street.
 - a. Notice will read “Public Hearing” and provide Housing and Community Development Office contact information.
 - b. Post notice signs on each street frontage of a site under consideration to inform the public of a proposed land use plan amendment or zone change and the time and place of the public hearing. The sign shall be black letters on a white sign board and dimensioned as established by the Zoning Administrator.

- c. If multiple properties are under consideration, post signs at least every 600 feet along each street frontage.
 - d. It is the responsibility of the property owner to ensure that the signs are maintained and visible from the street rights-of-way in accordance with the provisions of this Section. Failure to maintain the public notice signs may be considered, along with all other facts and circumstances, in determining whether the request is granted. Any person who removes a public notice sign without the property owner's consent shall be guilty of a misdemeanor.
 - e. Public notice signs must be erected no less than seven days before the hearing and shall remain in place until the final hearing.
 - f. Remove signs within seven days after a final decision has been made.
- F. **Constructive Notice.** Failure of a surrounding property owner to receive notice of a hearing shall not affect the validity of the final decision.

Subsec. 156.J.002.7, Public Meetings and Hearings

1. **Generally.** All meetings of the City Council, Plan and Zoning Commission, and Board of Adjustment shall be open to the public except as otherwise provided by the Iowa Open Meetings Law and Public Records Law set out in [Chapters 21](#) and [22](#) of the Iowa Code. However, not all decisions require public hearings. Therefore, recommendations and decisions that are authorized by this Zoning Ordinance are classified as requiring a "public meeting" or "public hearing."
2. **Applications Requiring Public Meetings and Hearings.** Table [156.J.002.12-2, Review Steps](#), denotes the development review applications that require public meetings and hearings.
3. **Joint Meetings.** Any public hearing required by this Ordinance or the laws of the State of Iowa may be held jointly with any public hearing required to be held by City Council or Plan and Zoning Commission, but not by the Board of Adjustment. Such joint meetings may be held after public notice as required by law.
4. **Consent Agenda.** The consent agenda may consist of all matters brought before the City Council, Plan and Zoning Commission, and Board of Adjustment for action that does not require a public hearing. All items on the consent agenda shall be approved simultaneously by motion without comment or debate. An item may be removed from the consent agenda prior to approval at the request of any member of the Board, Plan and Zoning Commission, or City Council present at the meeting, or by City staff. Items removed from the consent agenda shall be considered on the regular agenda.
5. **Public Hearings.**
 - a. **Procedures.** The City Council, Plan and Zoning Commission, and Board of Adjustment follow Robert's Rules of Order as set out in Section 2.04.030, Robert's Rules of Order, as amended from time to time, for the conduct of public hearings. All other matters pertaining to the conduct of hearings shall be governed by the provisions of this Ordinance pertaining to, and the rules promulgated by, the body conducting the hearing. The following general procedures shall be reflected in the adopted rules of procedure.
 1. Any person may appear at a public hearing, submit evidence, and be heard.
 2. If a speaker represents an organization, the body conducting the hearing may request written evidence of that person's authority to speak on behalf of the group in regard to the matter under consideration.
 3. Persons appearing at a public hearing shall identify themselves and state their address and similar information about any organization they represent.
 4. Citizens, applicants, and the City have the right to present expert witnesses.
 5. The chairperson may impose a reasonable time limit on speakers and may limit testimony that is irrelevant or redundant.
 - b. **Pre-hearing Examination.** At any time following the giving of notice as required in Subsec. [156.J.002.6, Public Notice](#), and upon reasonable request, any person may examine the application and all other documents on file with the secretary of the body holding the hearing pertaining to the matter subject to such notice. In addition, any person shall be entitled to copies of such application and documents upon reasonable request and payment of a fee as established from time to time by the City Council to cover the cost of such copies.

- c. *Right to Submit Written Statements.* Any person may at any time prior to the commencement of a hearing, or during such hearing, or within such time as may be allowed by the development review body following such hearing, submit written statements in support of or in opposition to the application being heard. Such statements shall be made a part of the public record of the hearing.
 - d. *Representation.* Persons appearing before the Board of Adjustment, Plan and Zoning Commission, or City Council may appear in person, through an online meeting platform when public hearings are held in such format, or through a representative or agent. The representative or agent shall provide satisfactory proof of his or her authority upon the request of the Board of Adjustment, Plan and Zoning Commission, or City Council.
 - e. *Quorum.* The number of members of the Board of Adjustment or Plan and Zoning Commission is required in order to constitute a quorum is set out in the applicable Subsections of [Article I, Development Review Bodies](#). The number of members of the City Council that is required in order to constitute a quorum is set out in Iowa Code [§380.4](#).
6. **Decisions.**
- a. *All Decisions.* Except when voice votes are authorized, a vote shall be conducted in a manner that the public may know the vote of each person entitled to vote.
 - b. *Plan and Zoning Commission and City Council Decisions.* The following shall apply to applications as established in [Section 156.J.003, Legislative Review Procedures](#):
 - 1. Except where this Zoning Ordinance or state statutes provide otherwise, official action requires the concurring vote of a majority of a quorum present.
 - 2. Failure of the Plan and Zoning Commission to act within 30 days shall be deemed a recommendation to the City Council to approve applications as submitted.
 - 3. Within 60 days, or a period as may be agreed to by the applicant, following the receipt of the recommendation of the Commission, or the failure of the Commission to act as provided above, the Council shall:
 - i. By a duly adopted resolution, approve the application with or without conditions to be accepted by the applicant as a condition of approval.
 - ii. Refer the application back to the Commission for further consideration of specified matters; or
 - iii. Refuse to approve the application;
 - iv. Failure of the Council to act within 60 days shall be deemed a final denial of the application.
 - c. *Board of Adjustment Decisions.* In accordance with [Iowa Code Chapter 414](#), official actions of the Board of Adjustment require the concurring vote of three regular members of the Board.

Subsec. 156.J.002.8, Continuances and Withdrawals

- A. **Generally.** Consideration of applications may be continued, or applications withdrawn as provided in this subsection.
- B. **Applications Subject to Continuance and Withdrawal Provisions.** Table [156.J.002.12-2, Review Steps](#), denotes the development review applications that are eligible for Continuances and Withdrawals.
- C. **Continuances.**
 - 1. *Request or Motion to Continue.* Consideration of an application may be continued upon motion of the City Council, Plan and Zoning Commission, or Board of Adjustment or upon request of the applicant before a decision is made on the application.
 - 2. *Period of Continuation.* Should any item before the City Council, Plan and Zoning Commission, or Board of Adjustment be tabled in anticipation of information or events to occur prior to rendering a decision, such tabling shall be for not longer than the second meeting following the meeting at which the time was tabled.

Subsec. 156.J.002.9, Successive Applications

- A. **Generally.** It is the policy of the City not to hear successive applications for a substantially similar application after an application is denied. The limitations of this Subsection prevent the consideration of successive applications.

- B. **Applications Eligible for Successive Applications.** Table 156.J.002.12-2, *Review Steps*, denotes the development review applications that are eligible for Successive Applications.
- C. **Second Applications Without New Grounds Barred.** Whenever any application, appeal, or other request has been denied on its merits, a second application, appeal, or other request seeking essentially the same relief shall not be brought unless, in the opinion of the Zoning Administrator or development review body before which it is brought, substantial new evidence is available or a mistake of law or fact significantly affected the prior denial.
- D. **New Grounds to be Stated.** Any second application shall include a detailed statement of grounds justifying consideration of the application.
- E. **Summary Denial With or Without Hearing.** Second applications may be denied summarily, and without hearing, on a finding that no grounds appear which warrant a new hearing. In any case where an application is set for hearing, the applicant shall be required to establish grounds warranting reconsideration of the merits of the application prior to being allowed to offer any evidence on the merits. Unless such grounds are established, the application may be summarily dismissed.
- F. **Exception.**
 - 1. *One Year.* Any second application filed more than one year after the final denial of a prior application shall be presumed to be based on new grounds and shall be heard on the merits as though no prior application has been filed.
 - 2. *Final Denial.* Final denial shall be considered the occurrence of the later of the following events:
 - a. Thirty days from the date of denial by the Board, Council, or Commission; or
 - b. The date of entry of any final ruling or decision by the highest court which the Board and Council's denial is appealed to; or
 - c. The date of any voluntary dismissal of any appeal of the Board and Council's denial; or
 - d. In all other circumstances the Board, Council, and Commission shall determine, in its sole discretion, the date of final denial.

Subsec. 156.J.002.10, Inactive or Expired Applications

- A. **Generally.** Applications for development approval and permits must be diligently pursued by the applicant.
- B. **Applications Subject to Inactive and Expired Application Provisions.** Table 156.J.002.12-2, *Review Steps*, denotes the development review applications that are subject to inactive and expired application provisions.
- C. **Expiration of Inactive Applications.**
 - 1. *Application.* When an action by the applicant is required for further processing of an application (e.g., submittal of supplementary documentation), the application shall become void six months after the date that the action is requested if:
 - a. The applicant fails to take action; or
 - b. The applicant fails to request an extension of time pursuant to paragraph D, *Extension of Time*, below.
 - 2. *Development Approval.* When an action by the applicant is required for further processing of an application for development approval, the application shall become void six months from receipt of the application if the application has remained dormant during that period where no activity has occurred toward the completion of the application where changes or corrections are required or where instruments or documents requested or required is not forthcoming within that period from the property owner or authorized agent.
 - 3. *PUD Approval.* In the event the first development phase has not commenced within two years after the date of rezoning, or if subsequent phases are delayed more than two years beyond the indicated development schedule, the applicant shall file appropriate information detailing the reasons for the delay. The Zoning Administrator shall review the circumstances and prepare a report recommending appropriate action to be taken concerning the PUD. The Plan and Zoning Commission and Council shall review the matter, and may:
 - a. Continue the PUD zoning with revised time limits;
 - b. Require that appropriate amendments be made or action taken to comply with this Section;

- c. Continue with PUD zoning for part of the area, with or without revised time limits, and initiate rezoning of the remainder to an appropriate district; or
 - d. Initiate rezoning of the entire parcel to an appropriate district, provided, unless subjected to a comprehensive planning analysis, the rezoning is not to a zone more restrictive than the one applied immediately prior to the rezoning to PUD.
4. *Refunds.* No refunds of application fees will be issued to applicants whose applications expire pursuant to this Subsection.
- D. **Extension of Time.** The time for expiration of an application may be extended by up to six months upon written request of the applicant before the end of the period set out in paragraph C, *Expiration of Inactive Applications*, above.
- E. **Effect of Expiration.** Applications that expire shall automatically become null and void, closed, and discarded without further notice or activity by the City. Any application, will be treated as a new application, subject to requirements in effect at the time of the most recent submittal, and with new fees.

Subsec. 156.J.002.11, Approval Extension

- A. **Generally.** Applicants shall diligently pursue completion of development projects. Accordingly, this Subsection voids unapproved applications for Legislative, Administrative, and Quasi-Judicial applications that become stale due to inaction by the applicant. In addition, this Subsection allows for an extension of the life of such stale applications and of the expiration deadlines established in Table 156.J.002.12-1, *Development Review Summary Table*, for approved applications that may expire due to inactivity of the applicant.
- B. **Applications Subject to Approval Extension.** Table 156.J.002.12-2, *Review Steps*, denotes the development review applications that are subject to approval extension provisions.
- C. **Extension of Time.**
- 1. *Request.* Prior to the expiration of an approved application or unapproved stale application, the applicant may request in writing an extension of the expiration date of up to six months.
 - 2. *Amendments.* If the City Council amends this Zoning Ordinance or adopts other applicable regulations during the period of time when the application was stale, the application shall:
 - a. Not be subject to compliance to the new regulations until the original application is considered to be voided; and
 - b. Become subject to the new regulations and ordinances if the period of time to request an extension lapses.
 - 3. *Expiration of Extension.* Approved applications or unapproved stale applications shall expire after the six-month extension lapses if the Zoning Administrator determines that the applicant is not actively pursuing action to complete the development or address comments.

Subsec. 156.J.002.12, Development Review Summary Table

- A. **Generally.** Procedures for obtaining development review approval pursuant to this Zoning Ordinance are summarized in this Section.
- B. **Applications and Procedures.** Each application required by this Zoning Ordinance is spelled out in Table 156.J.002.12-1, *Development Review Summary Table*, below.

Table 156.J.002.12-1 Development Review Summary Table					
Development Application (Reference)	Submittal Timing	Expiration¹	Review Responsibilities		Applicable Standards
			Recommendation	Final Decision	
ADMINISTRATIVE APPLICATIONS: Require final decisions in which City staff apply the standards in this Zoning Ordinance. Administrative applications typically require objective analysis by City staff and may involve the exercise of very limited discretion.					

**Table 156.J.002.12-1
Development Review Summary Table**

Site Plan (156.J.004.1)	In order to make a limited modification to a site plan that has already been approved but that has not received a Certificate of Occupancy	365 days	Zoning Administrator		--
Building Permit (156.J.004.2)	Prior to erecting, altering, replacing, relocating, rebuilding, repairing, or restoring a principal or accessory building or structure	180 days	Zoning Administrator	Building Official	--
Floodplain Development Permit (156.J.004.3)	Prior to initiating or continuing any development or substantial improvement within a regulatory floodplain as shown on a Flood Insurance Rate Map (FIRM)	90 days	Floodplain Administrator		Section 156.C.006
Sign Permit (156.J.004.4)	Prior to constructing, installing, placing, relocating a sign, or modifying a sign's dimensions or illumination	The use associated with the sign is abandoned; The sign is removed or abandoned; or The sign is not completely constructed, installed, placed, changed, relocated, or attached within 180 days from the date of the Sign Permit issuance	Zoning Administrator		Article G
Master Sign Plan (156.J.004.5)	Prior to or concurrent with submittal of a Site Plan, Planned Unit Development Plan, or Sign Permit	2 years	Zoning Administrator		Article G
Certificate of Occupancy (156.J.004.6)	Upon completion of construction or before a change in occupancy	None	Building Official		--
Administrative Adjustment (156.J.004.7)	In order to adjust a numeric standard in this Zoning Ordinance by up to 10 percent	Same as application being modified	Zoning Administrator		--
Temporary Use Permit (156.J.004.8)	Prior to establishing a temporary use related to a public or commercial event	180 days	Zoning Administrator		Section 156.C.008
Limited Use Permit (156.J.004.9)	Prior to establishing, changing, or expanding a limited use	180 days	Zoning Administrator		Section 156.C.004
Floodplain Variance (156.J.004.10)	Prior to or concurrent with submittal of a Floodplain Development Permit	180 days	Floodplain Administrator		Section 156.C.006
LEGISLATIVE APPLICATIONS: Require final decisions that establish or change the way the use, design, or development of land will occur on a site-specific, City-wide, or intermediate scale. Elected and appointed administrative bodies make final decisions based on general considerations of fostering and preserving the public health, safety and general welfare, including the City's fiscal well-being. Such final decisions are characterized by the exercise of broad discretion.					
Text Amendment (156.J.003.1)	Prior to amending ZO	None	Zoning Administrator	City Council	--
Zone Change (156.J.003.2)	Prior to establishing or expanding a use or residential density prohibited in the current zoning district		1st: Zoning Administrator 2nd: PZC		--
Master Development Plan (156.J.003.3)	Concurrent with or subsequent to a zone change application and	2 years	Zoning Administrator	PZC	Article D

**Table 156.J.002.12-1
Development Review Summary Table**

	prior to plats, plans or permits for a mixed-use center				
QUASI-JUDICIAL APPLICATIONS: Require final decisions that establish the way design or development will occur on specific sites in manners that either vary from the standards of this Zoning Ordinance or that are contested by an aggrieved party. The Board of Adjustment makes final decisions based on findings of fact and analysis of how specific provisions of this Zoning Ordinance and the Comprehensive Plan apply to the site. Such final decisions are characterized by exercise of discretion.					
Special Use Permit (156.J.005.1)	Prior to the operation of any land use that is designated as a special use	180 days	1st: Zoning Administrator 2nd: PZC	BOA	Section 156.C.005
Variance (156.J.005.2)	Prior to or concurrent with submittal of a Site Plan, Building Permit, or Sign Permit	180 days	Zoning Administrator		Article B, Article D, Article E, Article F
Appeal of Administrative Decision (156.J.005.3)	Within 30 days after a final decision by the Zoning Administrator or Building Official on a matter addressed in this ZO	None	Zoning Administrator		--
KEY: "ZO"= Zoning Ordinance; "PZC" = Plan and Zoning Commission; "BOA" = Board of Adjustment					
TABLE NOTES:					
1. Measured from the date of approval. Expiration occurs if the applicant does not diligently pursue completion of the project or the subsequent required approval. See Subsec. 156.J.002.10, <i>Inactive and Expired Applications</i> .					

- C. **Review Steps.** Table 156.J.002.12-2, *Review Steps*, summarizes the review procedures involved in the development proposal process.

**Table 156.J.002.12-2
Review Steps**

General Review Procedures (Subsection Reference)	Administrative Applications	Legislative		Quasi-Judicial		
		ZO Text Amendment	All Other	Written Interpretation	Variance	Appeals
Pre-Application Conference (156.J.002.1)	No	No	Yes	No	No	Yes
Applications and Fees (156.J.002.2)	Yes	No	Yes	No	Yes	Yes
Application Completeness (156.J.002.3)	Yes	No	Yes	No	Yes	Yes
Staff Review (156.J.002.4)	Yes	Yes	Yes	Yes	Yes	Yes
Common Review Criteria (156.J.002.5)	Yes	Yes	Yes	Yes	Yes	Yes
Public Notice (156.J.002.6)	No	Yes	No	No	Yes	Yes
Public Meetings and Hearings (156.J.002.7)	No	Yes	Yes	No	Yes	Yes
Continuances and Withdrawals (156.J.002.8)	No	No	Yes	No	Yes	Yes
Successive Applications (156.J.002.9)	No	No	Yes	No	Yes	Yes

Inactive or Expired Applications (156.J.002.10)	Yes	No	Yes	No	Yes	Yes
Approval Extension (156.J.002.11)	Yes	No	Yes	No	Yes	Yes
KEY: "Yes" = Common Review Procedure Required; No = Common Review Procedure Not Required						

SECTION 156.J.003, LEGISLATIVE REVIEW PROCEDURES

Subsec. 156.J.003.1, Text Amendment

- A. **Generally.** The text of this Zoning Ordinance may warrant amendment from time to time. In these instances, this Subsection establishes the process to change the text of this ZO.
- B. **Applicability.** This Section is applicable to Text Amendments initiated by the Plan and Zoning Commission, City Council, or any other staff or decision-making body set out in [Article I, Development Review Bodies](#). A Text Amendment may transform a legally nonconforming situation into a conforming one. However, no Text Amendment shall be for the sole purpose of curing a violation of any part of this Zoning Ordinance.
- C. **Decision Criteria.** In determining whether to approve, approve with modifications, or deny a Text Amendment, the review bodies shall consider provisions of Subsec. [156.J.002.5, Common Review Criteria](#), together with the following:
- Impact Mitigation.** The proposed amendment helps to mitigate adverse impacts of the use and development of land on the natural or built environments, including, but not limited to, mobility, air quality, water quality, noise levels, stormwater management, wildlife protection, and vegetation; or will be neutral with respect to these issues;
 - Changing Condition.** The proposed amendment is necessary to address a changing condition that was not anticipated in the Comprehensive Plan or this Zoning Ordinance; and
 - Strategic Objectives.** The proposed amendment advances the strategic objectives of the City Council, such as fiscal responsibility, efficient use of infrastructure and public services, and other articulated City objectives.
- D. **Procedures.**
- Review and Decision.** The Zoning Administrator shall make a recommendation on the proposed Text Amendment to the City Council, who shall subsequently conduct a public hearing before making final action to approve, approve with modifications, or deny the proposed Text Amendment.
 - Public Notice and Public Hearing.** The required public notice and public hearing as denoted in Table [156.J.002.12-2, Review Steps](#), shall be conducted in conformance with the procedures set out in Subsection [156.J.002.6, Public Notice](#), and Subsec. [156.J.002.7, Public Meetings and Hearings](#).
 - Non-Substantive Amendments.** Notwithstanding the other provisions of this Subsection, the City Council may, by resolution, without being required to comply with any public notice requirement per either state law or Subsection [156.J.002.6, Public Meetings and Hearings](#):
 - Correct spelling or punctuation errors;
 - Modify cross-references (because another area of the City's Code of Ordinances has been moved or amended);
 - Correct cross-reference errors; and
 - Other matters determined by the City Attorney to be non-substantive.
 - Substantive Amendments.** The Plan and Zoning Commission shall review and conduct a public hearing on any substantive amendment prior to making a recommendation to the City Council.
- E. **Effect of Approval.** Approval of a Text Amendment shall take effect upon the effective date of the ordinance approving the amendment.

Subsec. 156.J.003.2, Zone Change

- A. **Generally.** A Zone Change changes the zoning district of a property on the Official Zoning Map from one zoning district to another.
- B. **Applicability.** A Zone Change (map amendment) may be initiated by the owner of the property to be rezoned or their authorized agent or representative, the City Council, or the Plan and Zoning Commission (PZC). Zone change applications by property owners and their agents or representatives shall be submitted on a form approved by the Administrator.
- C. **Review Criteria.** In determining whether to approve, approve with conditions, or deny a Zone Change, the review bodies shall consider provisions of Subsection 156.J.002.5, *Common Review Criteria*, together with the following:
1. *Property Dimensions.* The dimensions of the subject property to accommodate reasonable development that complies with the requirements of this ZO, including parking, open space, and buffering requirements.
 2. *Need.* The pace of development and the amount of vacant land currently zoned for comparable development in the vicinity of the subject property.
 3. *Hardship.* A comparison of the hardship to the applicant with the relative gain to the public health, safety, and welfare.
 4. *Consistency.* The proposed zone change is consistent with the Comprehensive Plan or Future Land Use Map and increase the likelihood of advancing the goals, objectives, and policies of the Comprehensive Plan Land Use Map, or another adopted area plan, including but not limited to redevelopment plans;
 5. *Compatibility.* The range of uses allowed by the proposed zoning district will be compatible with the properties in the immediate vicinity of the subject property;
 6. *Suitability.* The suitability of the subject property for the zoned purposes;
 7. *Changed Conditions.* The character of the surrounding area is transitioning or being affected by other factors, such as traffic, a new school, adjoining uses, or environmental issues; and
 8. *Support.* Nearby property owners are in support of, or do not oppose, the proposed map amendment.
- D. **Procedures.**
1. *Review and Decision.* The Zoning Administrator shall review proposed Zone Change and give a report to the PZC. The PZC shall hold a public hearing and make a recommendation to the City Council, who shall subsequently conduct a public hearing before making final action to approve, approve with conditions, or deny the proposed Zone Change.
 2. *Public Notice and Public Hearing.* The required public notice and public hearing as denoted in Table 156.J.002.12-2, *Review Steps*, shall be conducted in conformance with the procedures set out in Subsection 156.J.002.6, *Public Notice*, and Subsection 156.J.002.7, *Public Meetings and Hearings*.
- E. **Effect of Approval.** A Zone Change is recorded as follows:
1. *Legal Description.* The ordinance shall include a legal description of the area rezoned and a map of the same;
 2. *Record.* The City Clerk will maintain a record of all ordinances that change the zoning classification of real property; and
 3. *Map Update.* The Zoning Administrator shall update the Official Zoning Map to reflect the new zoning district for the subject property.

Subsec. 156.J.003.3, Master Development Plan

- A. **Generally.** A Master Development Plan provides a layout for a large-scale, multi-phased, or mixed-use development.
- B. **Applicability.** Plan approval is required to illustrate the nature and character of development, including:
1. *Context.* The context of the proposed development relative to adjacent development and the proposal for transitioning and buffering such development;
 2. *Location, Scale, and Design.* The locations and types of residential, nonresidential, and mixed land uses; their scale and design relationships; and methods to ensure compatibility between the various uses and adjacent lots;

3. *Density*. Minimum and maximum gross densities, block sizes, lot patterns, and heights of residential uses;
 4. *Intensity*. Maximum gross floor areas, building coverage, and heights of nonresidential and mixed uses;
 5. *Parking and Circulation*. The proposed parking and circulation plans;
 6. *Streets*. The patterns, functional classifications, and cross-sections of streets within and adjacent to the development, along with the network of pedestrian and bicycle improvements;
 7. *Common Open Space*. General locations, means of continuity and connectivity, and the extent of common open spaces and amenities;
 8. *Environmental Protection*. Areas of environmental protection and preservation, including floodplains; and
 9. *Phases*. Phases and timing of development.
- C. **Review Criteria.** In determining whether to approve, approve with conditions, or deny a Master Development Plan, the review bodies shall consider the provisions of Subsection 156.J.002.5, *Common Review Criteria*, together with the following:
1. *Site Layout*. The subject property is laid out in an efficient manner relative to the natural and built environments and designed to achieve the aims of a compact, highly walkable environment;
 2. *Building Form and Massing*. The placement, arrangement, size, and relationships of buildings relative to streets, pedestrian and civic spaces, and one another create an urban environment;
 3. *Walkability*. The connections within and between buildings, civic spaces, parking areas, transit stations and stops, and to surrounding development; the presence of amenities and other pedestrian improvements; and the proximity of origins and destinations both internal and external to the development are such that walking and bicycling are safe and viable modes of transportation;
 4. *Undeveloped Space*. Together with the developed areas, the undeveloped spaces devoted to natural resource preservation, buffering of uses, and for passive and active use are connected and continuous throughout the development;
 5. *Complete Streets and Parking*. The streets are designed for multiple purposes, including vehicular movement, on-street parking, and safe use of pedestrians and bicyclists, and the parking is well-distributed and designed to preserve an urban streetscape;
 6. *Phasing*. The development is phased in a manner that assures an adequate mixture of residential and nonresidential land uses and allows for transition from the early phases to completion, relating to the intensity of uses and parking; and
 7. *Quality Design*. The design of buildings and hardscape and landscape areas help to establish visual interest, aesthetic appeal, and a unique identity for the development, including as key considerations human-scale amenities, integration of civic spaces for public interaction, and protection from the environmental elements.
- D. **Procedures.**
1. *Review and Decision*. The Zoning Administrator shall review and make a recommendation on the proposed Master Development Plan to the PZC, who shall subsequently conduct a public hearing before making final action to approve, approve with conditions, or deny the proposed Master Development Plan.
 2. *Public Notice and Public Hearing*. The required public notice and public hearing as denoted in Table 156.J.002.12-2, *Review Steps*, shall be conducted in conformance with the procedures set out in Subsection 156.J.002.6, *Public Notice*, and Subsection 156.J.002.7, *Public Meetings and Hearings*.
 3. *Time Frame*. Approval of a Master Development Plan shall be valid for the period of time set out in Table 156.J.002.12-1, *Development Review Summary Table*. Thereafter, the permit shall expire or be granted an extension as set out in Subsection 156.J.002.10, *Inactive and Expired Applications*, and Subsection 156.J.002.11, *Approval Extension*.
- E. **Effect of Approval.** Upon approval, all subsequent plats, plans, and permits shall clearly demonstrate consistency and conformance with the adopted Master Development Plan. Requested modifications of the plan shall be according to Subsection 156.J.004.6, *Administrative Adjustment*.

SECTION 156.J.004, ADMINISTRATIVE REVIEW PROCEDURES

Subsec. 156.J.004.1, Site Plan

- A. **Generally.** Approval of a site plan ensures that proposed development complies with all applicable standards of this Code. A site plan is not required for the construction of single-family (attached or detached) and duplex dwellings or for any emergency activity that is immediately necessary for the protection of life, property, or natural resources
- B. **Applicability.** All new development, redevelopment, and substantial improvement or expansion of multi-family, manufactured home parks, nonresidential, and mixed-use development requires site plan review and approval prior to the issuance of permits that allow for land clearing, site grading, and construction.
- C. **Review Criteria.** In determining whether to approve, approve with conditions, or deny a Site Plan, the Zoning Administrator shall consider provisions of Subsection [156.J.002.5](#), *Common Review Criteria*, together with the following:
1. *Prior Approvals.* Compliance with any prior approvals and all applicable development, design and transition standards of this ZO;
 2. *Comprehensive Plan.* Consistency with the Comprehensive Plan and all other applicable adopted plans;
 3. *Access.* Adequate provision of pedestrian, transit and traffic access and on-site circulation;
 4. *Parking and Loading.* Sufficient space to accommodate required off-street parking and loading/unloading zones;
 5. *Design.* The location, arrangement, size, and design of buildings, lighting, signs, landscaping and bufferyards that conform to the standards of the applicable district(s);
 6. *Scale.* An appropriate scale of the proposed use(s) in relation to one another and those on adjacent properties;
 7. *Adequate Level of Service.* An adequate level of service of existing or proposed public facilities;
 8. *Nuisances.* Sufficient protection for adjacent properties against noise, glare, unsightliness, or other objectionable features;
 9. *Access, Circulation, and Parking.* Adequate, safe, and convenient arrangement of access, pedestrian circulation, bicycle facilities, roadways, driveways, transit access (as appropriate), off-street parking and stacking and loading spaces; and
- D. **Procedures.**
1. *Review and Decision.* On receipt of a completed application for a site plan, the Zoning Administrator, together with other departments and referral agencies, as appropriate, shall review the plan to determine its compliance with the applicable provisions of this Zoning Ordinance and any conditions of an approved conditional use or variance. The Zoning Administrator shall determine if the proposed site plan satisfies the site plan approval criteria and if so, approve, approve with conditions or deny the site plan.
 2. *Time Frame.* Approval of a Site Plan shall be valid for the period of time set out in Table [156.J.002.12-1](#), *Development Review Summary Table*. Thereafter, the permit shall expire or be granted an extension as set out in Subsection [156.J.002.10](#), *Inactive and Expired Applications* and Subsection [156.J.002.11](#), *Approval Extension*.
- E. **Effect of Approval.** Upon approval of a Site Plan, the applicant may proceed with requests for other required approvals and permits.

Subsec. 156.J.004.2, Building Permit

- A. **Generally.** A Building Permit authorizes construction that conforms to the standards and requirements of this Zoning Ordinance and the City's Building Code.
- B. **Applicability.** A Building Permit is required before construction, alteration, movement, enlargement, replacement, significant improvement, use and occupancy, removal or demolition of any building or structure and certifies that such work complies with the construction standards in the Building Code.
- C. **Review Criteria.** The Building Official may approve, approve with conditions, or deny a Building Permit based on findings that:

1. *Generally.* All requirements of the Building Code, this Zoning Ordinance, including Subsection [156.J.002.5](#), *Common Review Criteria*, and all other applicable portions of the City's Code of Ordinances have been met; and
 2. *Other Required Findings.* The following have been accomplished:
 - a. All required improvements have been accepted by the City Engineer.
 - b. The building has legal access to a dedicated public street;
 - c. The building is located on a legally subdivided lot; and
 - d. The building and lot conform, or will conform, to all requirements of this Ordinance.
- D. Procedures.**
1. *Application.* Each application for a building permit shall contain or be accompanied by plans showing the following information:
 - a. Actual dimensions and shape of the lot to be built upon;
 - b. Size and location of existing buildings, if any;
 - c. Location and dimensions of the proposed new, enlarged, or altered building or structure; and
 - d. Other information or documentation as the Building Official may lawfully deem necessary or appropriate to determine conformance with this ZO.
 2. *Review and Decision.* The Building Official may approve, approve with conditions, or deny the application and is authorized to certify that work complies with the construction standards of the Building Code.
 3. *Time Frame.* Approval of a Building Permit shall be valid for the period of time set out in Table [156.J.002.12-1](#), *Development Review Summary Table*. Thereafter, the permit shall expire or be granted an extension as set out in Subsection [156.J.002.10](#), *Inactive and Expired Applications* and Subsection [156.J.002.11](#), *Approval Extension*.
- E. Effect of Approval.** Upon approval of a building permit, the applicant may proceed with construction.

Subsec. 156.J.004.3, Floodplain Development Permit

- A. Generally.** The approval and issuance of a Floodplain Development Permit is required for any development within or modification of a flood hazard district.
- B. Applicability.** A Floodplain Development Permit is required to:
 1. *Plat.* File a plat for subdivision within a flood hazard district;
 2. *Modification.* Modify a special flood hazard district; or
 3. *Development.* Develop or construct structures and improvements within a special flood hazard district.
- C. Review Criteria.** In determining whether to approve, approve with conditions, or deny a Floodplain Development Permit, the Zoning Administrator shall consider provisions of Subsection [156.J.002.5](#), *Common Review Criteria* and [Section 156.C.006](#), *Flood Hazard Districts*, together with the following:
 1. *Danger to Life and Property.* The danger to life and property due to flooding or erosion damage;
 2. *Susceptibility to Flooding.* The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner;
 3. *Sweeping of Materials.* The danger that materials may be swept onto other lands to the injury of others;
 4. *Compatibility.* The compatibility of the proposed use with existing and anticipated development;
 5. *Access.* The safety of access to the property in times of flood for ordinary and emergency vehicles;
 6. *Cost of Public Services.* The costs of providing governmental services during and after flood conditions, including maintenance and repair of streets and bridges, and public utilities and facilities such as sewer, gas, electrical and water systems;
 7. *Floodwaters.* The expected heights, velocity, duration, rate of rise and sediment transport of the floodwaters and the effects of wave action expected at the site, where applicable, are manageable;
 8. *Necessity of Water.* The necessity to the facility of a waterfront location, where applicable;

9. *Alternative Locations.* The availability of alternative locations, not subject to flooding or erosion damage, for the proposed use; and
 10. *Comprehensive Plan.* The relationship of the proposed use to the Comprehensive Plan for that area.
- D. Procedures.**
1. *Application.* Application for a floodplain development permit shall contain or be accompanied by plans drawn to scale showing the location, dimensions, and elevation of proposed landscape alterations and existing and proposed structures in relation to areas of special flood hazard.
 2. *Public Notice.* If the project requires approval of a FEMA Certified Letter of Map Revision (CLOMR) prior to construction, then public notice to the affected property owners and residents shall be required as detailed by the National Flood Insurance Program requirements. In a non-FEMA floodplain, a proposed floodplain impact matching or exceeding that of the CLOMR requirements, shall require the same public notice of affected property owners and residents.
 3. *Review and Decision.* The Floodplain Administrator shall approve, approve with conditions, or deny the application for a Floodplain Development Permit.
 4. *Time Frame.* Approval of a Floodplain Development Permit shall be valid for the period of time set out in Table [156.J.002.12-1, Development Review Summary Table](#). Thereafter, the site plan shall expire or be granted an extension as set out in Subsec. [156.J.002.10, Inactive or Expired Applications](#).
 5. *Denials.* If a floodplain development application is denied, the Floodplain Administration shall inform the applicant, in writing, of the specific reasons for disapproval.
- E. Effect of Approval.**
1. *Generally.* Approval of a Floodplain Development Permit authorizes an applicant to obtain all required elevation or other required certificates and proceed with development.
 2. *Certification.* The applicant shall be required to submit certification by a professional engineer or land surveyor (as appropriate) registered in the State of Iowa, that the finished fill, building floor elevations, floodproofing, or other flood protection measures were accomplished in compliance with the provisions of this Article, prior to the use or occupancy of any structure.

Subsec. 156.J.004.4, Sign Permit

- A. **Generally.** A Sign Permit authorizes the placement of a permitted permanent or temporary sign.
 - B. **Applicability.** A sign permit is required to construct, install, place, relocate, replace, attach, or modify dimensions, illumination characteristics or sign panels for all permitted signs set out in Section [156.G.004, Permanent Signs](#), and Section [156.G.006, Temporary Signs](#), other than those that are exempt in Section [156.G.002, General Requirements](#) and prohibited in Section [156.G.003, Prohibited Signs](#).
 - C. **Review Criteria.** The Zoning Administrator may approve, approve with conditions, or deny a Sign Permit considering provisions of Subsection [156.J.002.5, Common Review Criteria](#) and based on findings that the permit application complies with any conditions established with the approval of a site plan or with the standards set out in [Article G, Signs](#).
 - D. **Procedures.**
1. *Review.* The Zoning Administrator shall examine the plans and specifications and the premises upon which the proposed sign is to be erected.
 2. *Building Official Review.* An application for a Sign Permit requiring a building permit shall be referred by the Zoning Administrator to the Building Official. The Building Official shall examine the plans and specifications to determine compliance with the adopted building code as a condition of granting the Sign Permit.
 3. *Decision.* Upon receipt of comments, the Zoning Administrator may approve, approve with conditions or deny the application for a Sign Permit. The Zoning Administrator may grant approval with conditions only to the extent that such conditions specify the actions necessary to bring the application into complete compliance with this ZO.

4. *Time Frame.* Approval of a Sign Permit shall be valid for the period of time set out in Table 156.J.002.12-1, *Development Review Summary Table*. Thereafter, the permit shall expire or be granted an extension as set out in Subsection 156.J.002.10, *Inactive and Expired Applications* and Subsection 156.J.002.11, *Approval Extension*.
 5. *Inspection.* The Zoning Administrator may inspect the sign to ascertain whether the structure is secure and in conformance with the permit application.
- E. **Effect of Approval.** Approval of a Sign Permit shall authorize the applicant to construct, install, place, relocate, replace, attach, or modify the sign that is subject to the permit.

Subsec.156.J.004.5 Master Sign Plan

- A. **Generally.** Approval of a Master Sign Plan by the Zoning Administrator allows for:
1. *Unified Design.* A unified presentation of signage throughout parcels proposed for development;
 2. *Flexibility.* Flexibility to provide for unique environments; and
 3. *Efficiency.* Prompt and efficient administrative approval of signs pre-approved by the PZC;
- B. **Applicability.** A master sign plan may be submitted for the following:
1. *Single Use.* A single-use development that exceeds 100,000 square feet of gross floor area;
 2. *Multi-Tenant.* A multi-tenant development that exceeds 50,000 square feet of gross floor area; or
 3. *Mixed-Use.* A mixed-use center.
- C. **Review Criteria.** In determining whether to approve, approve with conditions, or deny a Master Sign Plan, the review bodies shall consider provisions of Subsection 156.J.002.5, *Common Review Criteria*, and it will result in a substantially improved, comprehensive, and unified plan compared to what is allowed through strict compliance with Article G, *Signs*.
- D. **Procedures.**
1. *Review and Decision.* The Zoning Administrator shall review and render a final judgment on the proposed Master Sign Plan.
 2. *Time Frame.* Approval of a Master Sign Plan shall be valid for the period of time set out in Table 156.J.002.12-1, *Development Review Summary Table*. Thereafter, the permit shall expire or be granted an extension as set out in Subsection 156.J.002.10, *Inactive and Expired Applications*, and Subsection 156.J.002.11, *Approval Extension*.
- E. **Effect of Approval.**
1. *Future Compliance.* Upon approval of a Master Sign Plan, permitting of individual signs shall be based on compliance with the standards set out in the Master Sign Plan for the parcel proposed for development.

Subsec. 156.J.004.6, Certificate of Occupancy

- A. **Generally.** A Certificate of Occupancy certifies compliance with all applicable provisions of this ZO, the Building Code, and all other pertinent City regulations.
- B. **Applicability.** A Certificate of Occupancy is required upon completion of construction, alteration, or expansion of a building or structure or prior to installation of permanent utilities or a change in use. No building may be occupied in the City without a Certificate of Occupancy permit.
- C. **Review Criteria.** The Building Official may approve, approve with conditions, or deny a Certificate of Occupancy based on findings that:
1. *Generally.* All requirements of the Building Code, this ZO, including Subsection 156.J.002.5, *Common Review Criteria*, and all other applicable portions of the City's Code of Ordinances have been met; and
 2. *Site Plans.* All terms and conditions of site plan approval have been met.
- D. **Procedures.**
1. *Application.* Application for a Certificate of Occupancy shall be submitted in concert with an application of a Building Permit.

2. *Zoning Compliance.* Application for zoning compliance shall be deemed to be an application for a Certificate of Occupancy, as applicable.
 3. *Review and Decision.* The Certificate of Occupancy shall be approved, approved with conditions, or denied by the Building Official following the completion of construction. If a Certificate of Occupancy application is denied, the Building Official shall inform the applicant, in writing, of the specific reasons for disapproval.
 4. *Time Frame.* Approval of a Sign Permit shall be valid for the period of time set out in Table [156.J.002.12-1, Development Review Summary Table](#). Thereafter, the permit shall expire or be granted an extension as set out in Subsection [156.J.002.10, Inactive and Expired Applications](#) and Subsection [156.J.002.11, Approval Extension](#).
 5. *Temporary Certificate.* A temporary Certificate of Occupancy may be issued before the completion of the entire work covered by the permit, provided the pertinent portion or portions shall be occupied safely and the Building Official sets a time period not exceeding nine months during which the temporary Certificate of Occupancy is valid.
 6. *Partial Certificate.* The Building Official may issue a partial Certificate of Occupancy for part of the building, structure, or lot prior to the occupancy of the entire building, structure, or lot, provided that such portions of the building structure, or lot are in conformity with the site plan terms and conditions, applicable provisions of this ZO, the Building Code, and all other pertinent City regulations. However, partial certificates of occupancy shall not be issued for single-family (attached or detached) dwellings or duplex dwellings.
 7. *Records.* A record of all certificates shall be kept on file in the office of the Building Official, with a copy furnished upon request of any person having a proprietary or tenancy interest in the building.
- E. **Effect of Approval.** A Certificate of Occupancy certifies compliance with applicable building codes and laws and indicates a condition suitable for occupancy.

Subsec. 156.J.004.7, Administrative Adjustment

- A. **Generally.** An Administrative Adjustment may allow small changes or modifications to certain standards of a proposed development that may be approved by the Zoning Administrator.
- B. **Applicability.** The Zoning Administrator may approve minor modifications of any numeric standard in this Zoning Ordinance up to a maximum of 10 percent when there are practical difficulties in applying the development standards for a project that otherwise complies with the standards of this Zoning Ordinance.
- C. **Review Criteria.** In determining whether to approve, approve with conditions, or deny an Administrative Adjustment, the Zoning Administrator shall consider provisions of Subsection [156.J.002.5, Common Review Criteria](#), together with the following:
 1. *Maximum Percentage.* The requested adjustment does not exceed 10 percent of the minimum requirements.
 2. *Hardship.* The hardship, if any, under which the adjustment is sought, was not created by the owner or occupant of the subject property, nor was it suffered as a result of a violation of this Zoning Ordinance or any other applicable code of the City;
 3. *Minimum Necessary.* The adjustment shall be the minimum necessary to grant relief from a demonstrated hardship; and
 4. *Adjoining Property.* The adjustment shall not substantially impair the permitted use or development of adjoining property.
- D. **Procedures.**
 1. *Review and Decision.* The Zoning Administrator shall review the application and may approve, approve with conditions, or deny the application.
 2. *Time Frame.* Approval of an Administrative Adjustment shall be valid for the period of time set out in Table [156.J.002.12-1, Development Review Summary Table](#). Thereafter, the permit shall expire or be granted an extension as set out in Subsection [156.J.002.10, Inactive and Expired Applications](#) and Subsection [156.J.002.11, Approval Extension](#).

- E. **Effect of Approval.** Approval of an Administrative Adjustment enables the applicant to proceed in securing all other required approvals and permits. An Administrative Adjustment provides no assurance of subsequent approvals of other requests for Administrative Adjustments.

Subsec. 156.J.004.8, Temporary Use Permit

- A. **Generally.** A Temporary Use Permit determines the appropriateness of temporary activities at a specific location and establishes standards necessary to ensure its suitability for the area proposed and compatibility with adjoining and adjacent land uses.
- B. **Applicability.** A Temporary Use Permit is required before establishing or installing any temporary use designated as requiring a permit as set out in Section [156.C.008, Temporary Uses and Structures](#).
- C. **Review Criteria.** The Zoning Administrator may approve, approve with conditions, or deny a Temporary Use Permit based on Subsection [156.J.002.5, Common Review Criteria](#), and findings that the proposed temporary use or structure conforms to the standards set out in Section [156.C.008, Temporary Uses and Structures](#), and other applicable requirements in this Zoning Ordinance and the City's Code of Ordinances.
- D. **Procedures.**
1. *Review.* The Zoning Administrator shall examine the application and plans and the premises upon which the proposed temporary use is to be conducted.
 2. *Building Official Review.* An application for a Temporary Use Permit requiring electrical service shall be referred by the Zoning Administrator to the Building Official. The Building Official shall examine the plans and specifications to determine compliance with the adopted electrical code as a condition of granting the Temporary Use Permit.
 3. *Decision.* Upon a determination of compliance with this Zoning Ordinance and other applicable codes, the Zoning Administrator may approve, approve with conditions, or deny the application.
 4. *Time Frame.* Approval of a Temporary Use Permit shall be valid for the period of time set out in Table [156.J.002.12-1, Development Review Summary Table](#). Thereafter, the permit shall expire or be granted an extension as set out in Subsection [156.J.002.10, Inactive and Expired Applications](#) and Subsection [156.J.002.11, Approval Extension](#).
- E. **Effect of Approval.** Approval of a Temporary Use Permit authorizes the activities on the property that is subject to the permit. Permit issuance does not authorize establishment or an extension of any permanent use nor construction, reconstruction, alteration, or moving of any building or structure.

Subsec. 156.J.004.9, Limited Use Permit

- A. **Generally.** A Limited Use Permit verifies that a limited use, as denoted in Table [156.C.003-1, Use Table](#), complies with the requirements of this ZO, particularly the requirements of Section [156.C.004, Limited Use Standards](#). A Limited Use Permit may be issued simultaneously with building permits or other required administratively reviewed permits.
- B. **Applicability.** A Limited Use Permit is required in order to establish, change, or expand a limited use.
- C. **Review Criteria.** The Zoning Administrator may approve, approve with conditions, or deny a Limited Use Permit considering provisions of Subsection [156.J.002.5, Common Review Criteria](#) and based on findings that the permit application complies with its associated specific standard in Section [156.C.004, Limited Use Standards](#).
- D. **Procedures.**
1. *Review and Decision.* The Zoning Administrator shall examine the application and plans and the premises upon which the proposed limited use is to be conducted. Upon a determination of compliance with this Zoning Ordinance and other applicable codes, the Zoning Administrator may approve, approve with conditions, or deny the application.
 2. *Time Frame.* Approval of a Temporary Use Permit shall be valid for the period of time set out in Table [156.J.002.12-1, Development Review Summary Table](#). Thereafter, the permit shall expire or be granted an extension as set out in Subsection [156.J.002.10, Inactive and Expired Applications](#) and Subsection [156.J.002.11, Approval Extension](#).

3. *Termination.* Any of the following shall terminate the right to operate a limited use:
 - a. *Change in Use.* Changing to a use permitted by right;
 - b. *Discontinuance.* Discontinuing the limited use for a period of at least 12 months; or
 - c. *Violation.* Violating or failing to comply with the approved Limited Use Permit after reasonable notice has been given by the City.
- E. **Effect of Approval.** Issuance of a Limited Use Permit authorizes the filing and processing of an application for any required permits or approvals, including, but not limited to, a building permit, certificate of occupancy, or sign permit. A Limited Use Permit does not authorize the establishment or extension of any other use nor the construction, reconstruction, alteration, relocation, or demolition of any building or structure.

Subsec. 156.J.004.10 Variance, Floodplain

- A. **Generally.** A Floodplain Variance provides limited relief from the requirements of Section 156.C.006, *Flood Hazard Districts Standards*, where strict application of a particular requirement would create an unnecessary hardship by preventing the use and development of land in a reasonable manner that is otherwise allowed under this Zoning Ordinance.
- B. **Applicability.**
 1. *No Increase in Flood Level.* No Floodplain Variance shall be granted for any development within any designated floodway which would result in any increase in the 100-year level. Consideration of the effects of any development on flood levels shall be based upon the assumption that an equal degree of development would be allowed for similarly situated lands.
 2. *Lower Flood Protection.* In cases where the Floodplain Variance involves a lower level of flood protection for buildings than what is ordinarily required by this ZO, the applicant shall be notified in writing over the signature of the Floodplain Administrator that:
 - a. The issuance of a Floodplain Variance will result in increased premium rates for flood insurance up to amounts as high as 25 dollars for every 100 dollars of insurance coverage; and
 - b. Such construction increases risks to life and property.
- C. **Review Criteria.**
 1. *Generally.* In determining whether to approve, approve with conditions, or deny a Floodplain Variance, the Floodplain Administrator shall consider the provisions of Subsection 156.J.002.5, *Common Review Criteria*, together with the following:
 - a. *Increase in Base Flood Elevation.* Variances shall not be issued within any designated floodway if any increase in base flood elevation would result;
 - b. *One-Half Acre or Less.* Variances may be issued for new construction and substantial improvements on lots of one-half acre or less which are contiguous to, and surrounded by, existing development constructed below the base flood elevation, provided:
 - i. A showing of good and sufficient cause;
 - ii. A determination that failure to grant the variance would result in exceptional hardship to the applicant; and
 - iii. A determination that the granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, create nuisances, or conflict with this Zoning Ordinance or the other ordinances in the City's Code of Ordinances.
 - c. *Minimum Necessary Relief.* Variances shall only be issued upon a determination that the variance is the minimum necessary to afford relief considering the flood hazard.
 2. *Affirmative Findings.* In order to approve a Variance, the final decision-making body shall make affirmative findings on all of the applicable decision criteria.
- D. **Procedures.**

1. *Obligation of Applicant.* It is the obligation of an applicant, who bears the burden of proof, to present facts about the circumstances which would justify a variance in a convincing fashion so that the Floodplain Administrator may be satisfied that the request meets or exceeds the applicable review criteria described in paragraph C., above.
 2. *Review and Decision.* The Floodplain Administrator shall review and render judgment on requests for Floodplain Variances.
 3. *Alleged Error.* The Board of Adjustment shall hear and render judgment on an appeal only when it is alleged there is an error in any requirement, decision, or determination made by the Floodplain Administrator in the enforcement or administration of the requirements of Section 156.C.006, *Flood Hazard Districts Standards*, in accordance with Subsec. 156.J.005.3, *Appeal of Administrative Decision*.
 4. *Time Frame.* Approval of a Floodplain Variance shall be valid for the period of time set out in Table 156.J.002.12-1, *Development Review Summary Table*. Thereafter, the permit shall expire or be granted an extension as set out in Subsection 156.J.002.10, *Inactive and Expired Applications*, and Subsection 156.J.002.11, *Approval Extension*.
 5. *Notice of Decision.* The Zoning Administrator shall provide a copy of the decision to the applicant within 10 days of the rendered judgment.
- E. **Effect of Approval.**
1. *Particular Variation.* Issuance of a variance shall authorize only the particular variation that is approved in the variance request. A variance shall run with the land and not be affected by a change in ownership.
 2. *Other Approvals.* Development authorized by the variance shall not be carried out until the applicant has secured all other development approvals required by this ZO. Approval of a variance does not guarantee that the development shall receive subsequent approval for other development review applications unless the relevant and applicable portions of this Zoning Ordinance or any other applicable provisions are met.

SECTION 156.J.005, QUASI-JUDICIAL REVIEW PROCEDURES

Subsec. 156.J.005.1, Special Use Permit

- A. **Generally.** A Special Use Permit is to determine if the Board of Adjustment should authorize a new special use to be established or for an existing special use to intensify, expand, or convert to another special use.
- B. **Applicability.** A Special Use Permit is required before establishing any use designated as a special use as in 156.C.003-1, *Use Table* or before converting a nonconforming use to another nonconforming use pursuant to the provisions in Section 156.C.005, *Special Use Permit Standards*.
- C. **Review Criteria.** In determining whether to approve, approve with conditions, or deny a Special Use Permit, the BOA shall consider the provisions of Subsection 156.J.002.5, *Common Review Criteria*, together with the following:
1. *Concentration.* The special use does not create an unwanted concentration of similar special uses that is likely to discourage permitted uses by making the vicinity less desirable for them.
 2. *Location.* There is no practicable alternative location where the use is permitted by right within the general vicinity of the parcel proposed for development, or, if such a location exists, the proposed location is comparable or more favorable in terms of:
 - a. Providing a needed community service;
 - b. Providing a critical mass of related and mutually supportive land uses that promote quality economic development and opportunity;
 - c. Providing a balance of land uses, ensuring that appropriate supporting activities, such as employment, housing, leisure-time, and retail centers are in close proximity to one another; and
 - d. Making more efficient use of public infrastructure.
 3. *Affirmative Findings.* In order to approve a Special Use Permit, the final decision-making body shall make affirmative findings on all of the applicable decision criteria.

D. Procedures.

1. *Review and Decision.* The Zoning Administrator shall review the proposed Special Use Permit and give a report to the Plan and Zoning Commission. The PZC shall hold a public hearing and make a recommendation to the BOA, who shall subsequently conduct a public hearing before making final action to approve, approve with conditions, or deny the proposed Special Use Permit.
2. *Public Notice and Public Hearing.* The required public notice and public hearing as denoted in Table [156.J.002.12-2, Review Steps](#), shall be conducted in conformance with the procedures set out in Subsection [156.J.002.6, Public Notice](#), and Subsection [156.J.002.7, Public Meetings and Hearings](#).
3. *Time Frame.* Approval of a Special Use Permit shall be valid for the period of time set out in Table [156.J.002.12-1, Development Review Summary Table](#). Thereafter, the permit shall expire or be granted an extension as set out in Subsection [156.J.002.10, Inactive and Expired Applications](#), and Subsection [156.J.002.11, Approval Extension](#).
4. *Notice of Decision.* The Zoning Administrator shall provide a copy of the decision to the applicant within 10 days of the BOA's decision.

- E. **Effect of Approval.** The issuance of a Special Use Permit shall not authorize the development, construction, reconstruction, alteration, or moving of any building or structure, but shall merely authorize the preparation, filing, and processing of an application for any permits or approvals which may be required by the City, including, but not limited to, a building permit, certificate of occupancy, and subdivision approval.

Subsec. 156.J.005.2, Variance

- A. **Generally.** A Variance provides a means by which relief may be granted from unforeseen applications of this Zoning Ordinance that create unnecessary hardships or practical difficulties.

B. Applicability.

1. *When Required.* A variance is required to approve a deviation from the standards of this Zoning Ordinance.
2. *Prohibitions and Exceptions.* Some requests for relief are not within the jurisdiction of the Board, and are therefore, either prohibited or not subject to this Section. The prohibited requests are:
 - a. *Use.* Variances that would allow a use in a district in which the use is prohibited or which would constitute a change in district boundaries;
 - b. *Limited Use or Special Use.* Variances that would modify any requirements that are set out in [Section 156.C.004, Limited Use Standards](#) and [Section 156.C.005, Special Use Standards](#);
 - c. *Nonconformities.* Variances that would have the effect of making existing nonconforming structures, site improvements, parking, or landscaping conforming;
 - d. *Conditions of Approval.* Variances from the terms of one or more conditions of approval imposed by a development review body described in [Article I, Development Review Bodies](#). Modifications to conditions of approval shall be sought from the body that granted the approval.
 - e. *City's Code of Ordinances.* Variances that would modify any requirements within the City's Codes of Ordinance, including but not limited to the Building Code.
 - f. *Other Laws or Regulations.* Variances to state or federal laws are prohibited unless such authority is expressly granted to the City.

C. Review Criteria.

1. *Generally.* In determining whether to approve, approve with conditions, or deny a Variance, the Board of Adjustment shall consider the provisions of Subsection [156.J.002.5, Common Review Criteria](#), together with the following:
 - a. *Not Self Imposed.* The granting of the Variance is not based on a hardship which is self-imposed;
 - b. *Not Based on Cost.* The hardship is not based solely on the cost of complying with the regulation, but is based on the particular physical surroundings, shape, or topographical conditions of the subject property;

- c. *Unique Circumstances.* The hardship is based on circumstances that are unique to the property for which the Variance is sought and not circumstances common to other properties;
 - d. *Minimum Necessary Relief.* The Variance requested is the minimum necessary that will make possible a permitted use of the land, building, or structure;
 - e. *Commonly Enjoyed Rights.* A literal interpretation of the provisions of this Zoning Ordinance would deprive the applicant of rights commonly enjoyed by other residents of the district in which the property is located; and
 - f. *Not A Special Privilege.* Granting the variance will not confer on the applicant any special privilege that is denied to other lands or structures in the same district.
2. *Affirmative Findings.* In order to approve a Variance, the Board of Adjustment shall make affirmative findings on all of the applicable decision criteria.

D. Procedures.

1. *Obligation of Applicant.* It is the obligation of an applicant, who bears the burden of proof, to present facts about the circumstances which would justify a variance in a convincing fashion so that the BOA may be satisfied that the request meets or exceeds the applicable review criteria described in paragraph C., above.
2. *Review and Decision.* The Zoning Administrator shall review and make a recommendation on the Variance application to the BOA, who shall subsequently conduct a public hearing before making final action to approve, approve with conditions, or deny the Variance.
3. *Public Notice and Public Hearing.* The required public notice and public hearing as denoted in Table 156.J.002.12-2, *Review Steps*, shall be conducted in conformance with the procedures set out in Subsection 156.J.002.6, *Public Notice*, and Subsection 156.J.002.7, *Public Meetings and Hearings*.
4. *Time Frame.* Approval of a Variance shall be valid for the period of time set out in Table 156.J.002.12-1, *Development Review Summary Table*. Thereafter, the permit shall expire or be granted an extension as set out in Subsection 156.J.002.10, *Inactive and Expired Applications*, and Subsection 156.J.002.11, *Approval Extension*.
5. *Notice of Decision.* The Zoning Administrator shall provide a copy of the decision to the applicant within 10 days of the BOA's decision.

E. Effect of Approval.

1. *Particular Variation.* Issuance of a variance shall authorize only the particular variation that is approved in the variance request. A variance shall run with the land and not be affected by a change in ownership.
2. *Other Approvals.* Development authorized by the variance shall not be carried out until the applicant has secured all other development approvals required by this ZO. Approval of a variance does not guarantee that the development shall receive subsequent approval for other development review applications unless the relevant and applicable portions of this Zoning Ordinance or any other applicable provisions are met.

Subsec. 156.J.005.3, Appeal of Administrative Decision

- A. **Generally.** An Appeal of an Administrative Decision provides a vehicle for appeal of any final decision of the Zoning Administrator, Building Official, or Floodplain Administrator on an application set out in Section 156.J.004, *Administrative Review Procedures*.
- B. **Applicability.** An application for an appeal may be submitted when it is alleged that there is an error in any requirement, decision, or determination made by an administrative official in the administration of this ZO, which is not subject to a quasi-judicial or appeal process by any other board or the PZC or City Council.
- C. **Review Criteria.**
 1. *Generally.* The BOA may reverse or affirm, wholly or partly, or may modify the requirement, decision or determination of an administrative official and, to that end, shall have all of the powers of the administrative official from whom the appeal is taken. The appeal shall specifically indicate which approval criteria are the basis for the appeal.
 2. *New Evidence.* The BOA shall not consider new evidence that was not available to the administrative official.

3. *All Decisions.* An Appeal of an Administrative Decision may be reversed or affirmed, in whole or in part, or modified based on findings by the BOA making the final decision that:
 - a. The administrative decision was appropriate considering the written record of the case and the evidence presented; and
 - b. The decision reflects the requirements contained in this ZO.

D. Procedures.

1. *Notice of Appeal.* Within 30 calendar days from the date of a final decision of an administrative official, an application for an appeal may be submitted, in writing, by any person aggrieved by a decision or by any official or department of the City affected by the decision. In the notice, the appellant (applicant) shall set out all grounds for the appeal. In no event shall the appeal be heard later than 60 days after the submittal of a complete application.
2. *Burden of Proof.* The BOA shall presume the appealed final decision to be valid. The appellant (applicant) shall present sufficient evidence and have the burden to justify a reversal or modification of the decision being appealed.
3. *Public Notice and Public Hearing.* The BOA shall conduct one or more public hearings, as necessary, to receive evidence and testimony and to decide an appeal. All public hearings and public notice required as denoted in Table 156.J.002.12-2, *Review Steps*, shall be conducted in conformance with the procedures set out in Subsection 156.J.002.6, *Public Notice*, and Subsection 156.J.002.7, *Public Meetings and Hearings*.
4. *Vote.* The concurring vote of three members of the BOA shall be necessary to reverse or modify the requirement, decision or determination subject to the appeal.
5. *Stay of Proceedings.* An appeal from an order, requirement, decision or determination shall stay all proceedings unless the Zoning Administrator certifies that a stay would cause imminent peril to life or property.

E. Effect of Approval.

1. *Final Decision.* The BOA shall have the final decision-making powers of the administrative official from whom the appeal is taken.
2. *No Variance.* A decision on an appeal of an administrative decision cannot grant or issue a variance.
3. *Flood Boundary.* A decision may support, reverse or remand an order or determination of a boundary of the special flood hazard area.

ARTICLE K – NONCONFORMITIES

Section 156.K.001, Purpose and Applicability

- A. **Generally.** This Article sets out equitable rules for the continuing use, occupation, and conversion of nonconformities. A nonconformity occurs when existing development within the City may become affected by the application of new regulations. This change may cause existing uses, structures, lots, signs, and site improvements to not strictly comply with this Zoning Ordinance, even though they complied with the regulations in effect at the time they were permitted and constructed.
- B. **Purpose.** The purpose of this Article is to:
1. *No Expansion.* Ensure that nonconforming uses do not expand;
 2. *Protection.* Protect conforming uses from nuisances that may be associated with nonconformities;
 3. *Encourage Conformance.* Encourage property owners of nonconformities to alter a nonconforming use, structure, lot, sign, or site improvement into one that complies with the standards of this Zoning Ordinance;
 4. *Elimination.* Eliminate substantially damaged or abandoned nonconformities whose degrees of incompatibility with adjacent lands uses are high; and
 5. *Balance.* Balance the City's objective to eliminate nonconformities with a landowner's right to maintain and make use of a nonconformity.
- C. **Applicability.** The regulations of this Article govern uses, structures, lots, signs, and site improvements that came into existence legally but that do not conform to one or more requirements of this Zoning Ordinance. These are referred to as nonconformities. Nonconformities are permitted to continue without immediate retrofit or removal until significant site or land use changes are proposed.
- D. **Major and Minor Nonconforming Uses and Structures.** Nonconforming uses and structures are classified as major or minor, as follows:
1. *Major.* Major nonconforming uses or structures are those that the Zoning Administrator finds have the following characteristics to such an extent that they should, over time, be eliminated:
 - a. Generation of nuisances;
 - b. Incompatibility with adjacent properties;
 - c. Incompatibility with the Comprehensive Plan; or
 - d. Generation of substantiated criminal complaints.
 2. *Minor.* Minor nonconforming uses or structures are those not classified as major nonconformities.
 3. *Conversion.* Refer to Section [156.K.007, Conversion of Nonconformities](#), for provisions related to changing a minor nonconformity to a conforming use or structure.

Section 156.K.002, Nonconforming Uses

- A. **Generally.** A nonconforming use is a use of land that was lawfully established (e.g., it was allowed and issued a permit, if a permit was required at the time the use was established) on a parcel or lot before the effective date of this Zoning Ordinance, that is no longer allowed after the effective date of this Zoning Ordinance. Amendments to this Zoning Ordinance may also create nonconforming uses. The following uses are nonconforming uses:
1. "Limited Uses" as listed in the Use Table established in Section [156.C.003, Use Table](#), but were lawfully established without a limited use permit. For these uses, the nonconforming use status may be removed by obtaining a limited use permit set out in Subsec. [156.J.004.9, Limited Use Permits](#);
 2. Uses that do not meet the requirements of [Article C, Use Standards](#); and
 3. Uses that were lawfully established within a floodplain or floodway, but are no longer permitted in the floodplain or floodway.

- B. Classifications of Nonconforming Uses.** There are two types of nonconforming uses: major nonconforming uses and minor nonconforming uses. The classification of the nonconforming use affects whether or not it can be converted to a conforming use.
1. *Major Nonconforming Uses.*
 - a. *Discontinuance.* Discontinuance of a major nonconforming use for a period of six consecutive months constitutes abandonment of the use, regardless of the owner's intent. A major nonconforming use shall not be re-established on the property after it is abandoned unless the City Council approves a Zone Change in accordance with Subsec. [156.J.003.2](#) that makes the prior use conforming.
 - b. *Expansion, Enlargement, or Increases.* A major nonconforming use shall not be expanded, enlarged, extended, increased, or moved to occupy an area of land or building that was not used or occupied on the effective date of this Zoning Ordinance or any amendment that made the use nonconforming.
 - c. *Structures.* No structures containing a major nonconforming use shall be enlarged unless the major nonconforming use is permanently discontinued.
 2. *Minor Nonconforming Uses.*
 - a. *Discontinuance.* Discontinuance of a minor nonconforming use for a period of 12 consecutive months constitutes abandonment of the use, regardless of the owner's intent. A minor nonconforming use shall not be re-established on the property after it is abandoned unless the property owner converts the nonconforming use to a conforming use in accordance with Section [156.K.007](#), *Conversion of Nonconformities*, prior to the end of the 12-month period.
 - b. *Expansion and/or Extension.* No minor nonconforming use shall be expanded or extended in such a way as to:
 - i. Occupy any open space or landscaped area that is required by this Zoning Ordinance;
 - ii. Exceed previous cover, intensity, or height limitations of the zoning district in which the use is located;
 - iii. Occupy any land beyond the boundaries of the property as it existed on the effective date of this Zoning Ordinance;
 - iv. Displace any conforming use in the same building or on the same property; or
 - v. Increase the area of floodplain (if present) that is directly impacted by the use.
 - c. *Nonconforming Residential Uses.* A nonconforming residential use shall not be expanded in scope or area, except that construction of an attached or free-standing private garage is allowed in accordance with the requirements of this Zoning Ordinance and the district in which the use is located, including, but not limited to:
 - i. Height;
 - ii. Setback;
 - iii. Gross floor area; and
 - iv. Building coverage.

Section 156.K.003, Nonconforming Structures

- A. Generally.** A building or structure is classified as nonconforming if it was lawfully constructed before the effective date of this Zoning Ordinance (or amendment hereto) and does not conform to the height, yard, density, intensity, building scale, or design standards that are applicable to the same type of building or structure in the zoning district in which the building or structure is located. Such structure may be continued so long as it remains otherwise lawful, subject to the following provisions:
1. *Increase in Nonconformity Prohibited.* No such structure may be enlarged or altered in any way which increases its nonconformity.

2. *Movement of Structure.* Should any on-site structure, in whole or in part, be moved for any reason for any distance whatever, it shall thereafter conform to the regulations for the zoning district in which it is located after it is moved.
 3. *Minimum Floor Area.* A residential dwelling unit having a lesser floor area at the time of the passage of this Zoning Ordinance than the minimum floor area required for the district in which it is located shall not be construed to be nonconforming.
- B. **Repairs and Alterations.** Routine maintenance, including necessary non-structural repairs, paint, finish, and incidental alterations to a nonconforming structure is allowed without having to bring the nonconformity into compliance.
- C. **Damage and Reconstruction.** If a major or minor nonconforming structure is damaged, partially destroyed, or deemed to be unsafe the structure may be restored to its original dimensions provided that:
1. The original nonconformity is not enlarged, increased, or extended;
 2. A Building Permit is obtained for repairs within six months of the date the building was damaged;
 3. For a major nonconforming structure, the construction is commenced within six months after obtaining the required Building Permits;
 4. For a minor nonconforming structure, the construction is commenced within 12 months after obtaining the required Building Permits;
 5. For a major nonconforming structure, the damage or destruction does not exceed 50 percent of the gross floor area (GFA) of a nonconforming structure or 50 percent of the replacement cost of the structure; and
 6. For a minor nonconforming structure, the damage or destruction does not exceed 75 percent of the GFA of a nonconforming structure or 75 percent of the replacement cost of the structure.
- D. **Existing Nonconforming Structures in a Regulated Floodplain or Floodway.** It is the intent of the City that no permanent buildings or structures be located or substantially improved in a regulated floodplain or floodway and that existing nonconforming structures shall be removed upon abandonment. As such, a property with an abandoned nonconforming structure in a regulated floodplain or floodway shall not be eligible for any development review approval until the property owner removes the abandoned nonconforming structure.
- E. **Nonconforming Density.** Buildings on lots with nonconforming density may be expanded or extended as may be allowed by this Zoning Ordinance, but such expansions or extensions shall not create additional dwelling units.

Section 156.K.004, Nonconforming Lots

- A. **Generally.** A nonconforming lot is a lot that was lawfully created before the effective date of this Zoning Ordinance or amendments this Zoning Ordinance that no longer complies with the lot width, lot area, or access requirements of this Zoning Ordinance.
- B. **Combination of Lots to Increase Conformity.**
1. *Combination.* Where a property owner owns one or more lots abutting a nonconforming lot of record, the lots shall be combined to create fully conforming lots prior to any other development application submittal for the property. Or, if full conformity is not possible, they shall be combined if the combination will increase the degree of conformity.
 2. *No Combination.* A property owner is not required to combine lots pursuant to subsection (B)(1), above, if:
 - a. The combination of lots would not address the nonconformity;
 - b. The combination of lots would disrupt the lot pattern of the street, for example, by creating an internal through on a street segment that does not include any other through lots;
 - c. Two or more of the lots are developed with principal buildings, and the combination of lots would require that one or more of the buildings be torn down or the property undergo a zone change in order to comply with this Zoning Ordinance; or
 - d. The combination of lots would result in regularly shaped lots being combined into a single lot with an irregular shape, such as a flag lot.

- C. **Construction on Nonconforming Lots of Record.** A nonconforming lot of record that cannot be combined with another lot in accordance with subsection B above may be built upon if, as of the effective date of this Zoning Ordinance:
1. *Permitted Use.* The use is permitted in the zoning district in which the lot is located;
 2. *Sufficient Width.* The lot has sufficient width on a public street to provide access that is appropriate for the proposed use; and
 3. *Setbacks and Height.* All setbacks and height requirements are met, except that the Zoning Administrator may authorize a reduction of required setbacks of up to 10 percent, in accordance with Subsec. 156.J.004.7, *Administrative Adjustment*, provided that the Zoning Administrator finds that the reduction does not allow a building that would be larger than a building that would be permitted on the minimum conforming lot in the zoning district.

Section 156.K.005, Nonconforming Signs

- A. **Generally.** Any permanent sign located within the City limits on the effective date of this Zoning Ordinance that does not conform to the provisions of Article G, *Signs*, is a nonconforming sign, provided it also meets the following requirements:
1. Authorized by a Sign Permit prior to the effective date of this Zoning Ordinance; or
 2. If no sign permit was required under applicable law for the sign in question, the sign:
 - a. Was in all respects in conformity with the applicable law (or there was no applicable law) immediately prior to the effective date; or
 - b. Had legal nonconforming status at such time.
- B. **Standards.**
1. *Notification.* If the Zoning Administrator finds a sign to be nonconforming, the Zoning Administrator shall provide written notice to the owner of the sign or the owner of the building to which it is attached.
 2. *Registration.* The owner or entity in control of the property on which a nonconforming sign is located shall be required to register such signs with the City, at no fee, and otherwise comply with all requirements of this Zoning Ordinance relating to nonconforming signs.
 3. *Damage or Destruction.* If a nonconforming sign is damaged or destroyed by any means and the repair or reconstruction cost, whichever is applicable, equals or exceeds 50 percent of the fair market value of the sign at the time of the damage, it shall be removed or brought into compliance with this Zoning Ordinance.
 4. *No Message.* If a nonconforming sign does not display any message for a period of six months, it shall be removed or brought into conformance with this Zoning Ordinance.
 5. *Removal.* If a nonconforming sign is removed for any reason, it shall not be replaced unless the replacement sign conforms to this Zoning Ordinance.
 6. *Danger.* A nonconforming sign that the Building Official determines to be a danger to public safety due to damage or wear shall be removed and shall not be replaced unless the replacement sign conforms to this Zoning Ordinance.
 7. *Removal of Certain Prohibited Signs.* Signs made of materials identified in Section 156.G.003.C, *Prohibited Sign Elements*, and placed in locations identified in Section 156.G.003.D, *Prohibited Sign Locations*, shall be removed within 30 days after the effective date of this Zoning Ordinance.
 8. *New Sign Installation.* The installation of any new sign is prohibited on a site while a nonconforming sign remains in use.
 9. *Temporary Signs.* Temporary signs that are not in compliance with Section 156.G.006, *Temporary Signs*, shall be removed within 30 days after the effective date of this Zoning Ordinance.

Section 156.K.006, Nonconforming Site Improvements

- A. **Generally.** A nonconforming site improvement is a development activity on sites improved during the process of development, redevelopment, or improvement. Over time, such development activities will have the effect of removing the majority of nonconforming site improvements in the jurisdiction of this Zoning Ordinance. The following site improvements are nonconforming if there were lawfully established but do not meet the standards of [Article D, Building and Site Design Standards](#):
1. Building exterior material or design;
 2. Parking, loading, or stacking areas or driveways;
 3. Development landscaping or bufferyards; and
 4. Outdoor lighting.
- B. **Nonconforming Driveway.**
1. *Continuance.* Any nonconforming driveway access is permitted to continue as a nonconforming driveway until:
 - a. *Additional Access.* Any additional driveway is constructed for the subject property or for the unified development of which it is a part; or
 - b. *Repaving or Reconstruction.* The driveway requires reconstruction or repaving.
 2. *Termination.* If the criteria in Subsection B., *Nonconforming Driveway*, are met, the nonconforming driveway shall no longer be permissible, and the Zoning Administrator shall require driveway access to meet the requirements of this [Article D](#). The Zoning Administrator may block any such nonpermissible driveways after notice is mailed to the property owner of record.
- C. **Other Nonconforming Site Improvements.** No other nonconforming site improvement may be modified except to bring the site improvement into greater compliance with the requirements on [Article D](#).

Section 156.K.007, Conversion of Nonconformities

- A. **Purpose.** The purpose of this Section is to provide standards by which minor nonconforming uses and structures (See Section [156.K.001, Purpose and Applicability](#)) can be made "conforming" through a public hearing process. In many instances, minor nonconforming uses and structures are integral parts of the City's fabric, that is, its character and function, so their continuing existence promotes the City's policy objective of protecting its neighborhoods. In these instances, the classification "nonconformity" and resulting restriction on investment may not be what the community desires. As such, the use may be made conforming pursuant to this Article in order to remove the potential stigma that may be associated with the "nonconforming" designation.
- B. **Procedure.** An owner of a minor nonconforming use or structure may apply for a Special Use Permit pursuant to Subsec. [156.J.005.1, Special Use Permits](#), which has the effect of making the nonconforming use or structure conforming. The criteria for limited use approval are set out in subsection D below.
- C. **Exclusions.** This procedure does not apply to nonconforming lots, which may be buildable in accordance with the standards for nonconforming lots set out in Section [156.J.004, Nonconforming Lots](#).
- D. **Criteria for Approval.** A Special Use Permit approval may be granted to make a nonconforming building, structure, or use conforming, if, in addition to the criteria for approval of a limited use permit set out in Subsec. [156.J.005.1, Special Use Permits](#), and Section [156.C.005, Special Use Standards](#), all of the criteria of this Section are satisfied.
1. *Approval Criteria.* The use, as conducted and managed, has minimal nonconformities and has been integrated into the neighborhood's (or zoning district's if it is not in or adjacent to a residential neighborhood) function, as evidenced by the following demonstrations:
 - a. The neighborhood residents regularly patronize or are employed at said use (for nonresidential uses in or abutting residential neighborhoods);
 - b. Management practices eliminate nuisances such as noise, light, waste materials, unreasonably congested on-street parking, or similar conflicts;

- c. There is no material history of complaints about the use (a history of complaints is justification for denying the conditional use permit, unless the conditions of the permit will eliminate the sources of the complaints); or
 - d. The use has been maintained in good condition and its classification as a nonconformity would be a disincentive for such maintenance.
 - 2. *Conditions.* The Board of Adjustment (BOA) may impose conditions relative to the expansion of bufferyards, landscaping and landscape areas, or other site design provisions, or other limitations necessary to ensure that, as a conforming use, the use will not become a nuisance. Such conditions may relate to the lot, buildings, structures, or operation of the use.
- E. **Effect of Approval.** Uses that comply with the terms of a Special Use Permit issued in accordance with this Section are converted from "legally nonconforming uses" to "conforming uses" by virtue of the issuance of the Permit.
- 1. *Written Approval.* Special Use Permit approvals shall be provided to the applicant in writing and may be recorded by the applicant at the applicant's expense.

ARTICLE L – ENFORCEMENT AND REMEDIES

Section 156.L.001, Penalties

- A. Violations of the provisions of this chapter shall constitute municipal infractions punishable as provided in § 10.999(B) of this code of ordinances including but not limited to the imposition of civil penalties and/or requests for injunctive relief. After a written notice of such violation, each day a violation is permitted to exist beyond the expiration of the time designated on said notice shall constitute a separate offense.
- B. In case any building or structure is erected, constructed, reconstructed, altered, repaired, converted or maintained, or any building, structure or land is used in violation of this chapter, the Zoning Administrator, in addition to other remedies, may institute any proper actions or proceedings in the name of the city, to prevent such unlawful erection, construction, reconstruction, alteration, repair, conversion, maintenance or use, to restrain, correct or abate such violations, to prevent the occupancy of said building, structure or land, and/or to prevent any illegal act, conduct, business or use in or about said premises.

ARTICLE M – WORD USAGE

Section 156.M.001, Rules of Construction

- A. **General.** All provisions, terms, phrases, and expressions contained in this Zoning Ordinance shall be construed such that the true intent of the City Council may be fully implemented.
- B. **Computation of Time.** The time in which an act is to be done shall be computed by excluding the first and including the last day; if the last day is a Saturday, Sunday, or a legal holiday, that day shall be excluded.
1. “Day” means a calendar day.
 2. “Month” means a calendar month.
 3. “Year” means a calendar year.
- C. **Delegation of Authority.** Whenever a provision requires a City employee to do some act or perform some duty, it is to be construed to authorize the employee to delegate a subordinate to perform the required act or duty, unless the terms of the provision specify otherwise.
- D. **Nontechnical and Technical Words.** Words and phrases shall be construed according to the common and approved usage of the language, but technical words and phrases and such others as may have acquired a peculiar and appropriate meaning in law shall be construed and understood according to such meaning.
- E. **Text, Tables, and Illustrations.** In case of any difference of meaning or implication between the text of this ZO and any illustrations, the text shall control. In case of a conflict between the text and a table, the text shall control. In case of a conflict between a table and an illustration, the table shall control.
- F. **References to Governmental Authority.** Where this Zoning Ordinance references a local, state, or federal regulation or publication, the reference is to the most recent edition or version, unless otherwise noted. If the referenced document has been repealed and not replaced by another regulation or publication, the requirement of compliance is no longer in effect.
- G. **Examples.** The use of the terms “including,” “such as,” or similar language are intended to provide examples, not to be exhaustive lists of all possibilities.
- H. **Additional Rules of Construction.**
1. The terms “shall,” “will,” or “must” are mandatory and are synonymous. The term “may” is discretionary.
 2. The term “and” indicates that all items being referred to are connected, inclusive, and applicable. The term “or” indicates that one or more of the items being referred to shall apply.
 3. Unless the context clearly indicates to the contrary, words used in the present tense include the future tense and vice-versa.
 4. Words used in the plural number include the singular and vice-versa.
 5. “Person” includes an individual, a corporation, a partnership, and an incorporated association of persons such as a club.
 6. The term “building” includes a “structure”; a “building” or “structure” includes any part of the building. A structure is however not necessarily a building.
 7. The term “lot” includes plots and tracts.
 8. The terms “used” or “occupied” as applied to any land or building shall be construed to include the words “intended, arranged, or designed to be used or occupied.”
 9. Words not defined in this Zoning Ordinance but defined in any other parts of the City's Code of Ordinances shall be deemed to have the meaning provided in the City's Code of Ordinances. Words not defined in this Zoning Ordinance or in any other part of the City's Code of Ordinances shall have the most appropriate meaning provided in a dictionary in common usage.

Section 156.M.002, Acronyms and Abbreviations

ADA = Americans with Disabilities Act
ADU = Accessory Dwelling Unit
AG = Agricultural
ATM = Automatic Teller Machine
BOA = Board of Adjustment
CCC = Changeable Copy Center
CFR = Code of Federal Regulations
CLOMR = FEMA Certified Letter of Map Revision
DAS = Distributed Antenna Systems
EIFS = Exterior Insulation and Finish Systems
EPA = U.S. Environmental Protection Agency
FAA = Federal Aviation Administration
fc = Footcandles
FCC = Federal Communication Commission
FEMA = Federal Emergency Management Administration
FIRM = Flood Insurance Rate Map
ft = feet
GC = General Commercial
GFA = Gross Floor Area
GI = General Industrial
IAC = Iowa Administrative Code
IESNA = Illuminating Engineering Society of North America
LEED = Leadership in Energy and Environmental Design
MU = Mixed-Use
PI = Public and Institutional
PUD = Planned Unit Development
PZC = Plan and Zoning Commission
REC = Recreational
RH = High-Density Residential
RL = Low-Density Residential
RM = Medium Density Residential
RR = Rural Residential
s.f. = square feet
SWECS = Small Wind Energy Conversion System

UC = Urban Core

U.S. = United States of America

VUA = Vehicle Use Areas

ZO = Zoning Ordinance

Section 156.M.002, Definitions

§ 156.002 DEFINITIONS.; § 156.398 DEFINITIONS.; § 156.551 DEFINITIONS.; § 156.585 DEFINITIONS.

Supplemental Definitions

A

Accessory means as applied to use or structure, means customarily subordinate or incidental to, and on the premises of such use or structure. The words "on the premises of" mean on the same lot or on the contiguous lot in the same ownership.

Accessory Living Unit means a portion of a detached single-family dwelling unit to include such incidental and subordinate facilities necessary to accommodate either relatives, nontenant employees, or no more than two persons.

Acreage means a parcel of land, regardless of area, described by metes and bounds and not a lot of any recorded subdivision plat.

Addition means any construction which increases the area of cubic content of a building or structure. The construction of walls which serve to enclose completely any portion of an existing structure, such as a porch, shall be deemed an addition within the meaning of the chapter.

Administrator means the zoning administrator as designated by resolution of the city council.

Adult Bookstore/Videostore means an establishment having as a substantial or significant portion of its stock-in-trade books, magazines and other periodicals and/or videotapes, computer disks, CD-ROMs, DVD-ROMs, virtual reality devices or any other similar media that are distinguished or characterized by their emphasis on matter depicting, describing or relating to "specified sexual activities", or "specified anatomical areas" or are intended for the sexual stimulation or titillation of patrons.

Adult Business means a use category containing uses that regularly emphasize an interest in matter relating to specified sexual activities or specified anatomical areas or is intended for the sexual stimulation or titillation of patrons.

Uses in this use category include: Adult bookstore/videostore; Adult mini-motion picture theater; Adult motion picture theater; Adult store; a business providing adult entertainment or any other establishment, including without limitation any Adult modeling studio; Adult cocktail lounge; or Adult nightclub; and other uses meeting the definition of Day Care according to the Zoning Administrator. that regularly emphasizes an interest in matter relating to specified sexual activities or specified anatomical areas or is intended for the sexual stimulation or titillation of patrons.

Typical accessory uses include: Associated office and storage; Associated retail sales related to the primary use; Concession; Food preparation and dining facility; and Minor utilities.

Adult Day Care Center means a building or structure where care and supervision are provided on a regular schedule for disabled adult persons and/or senior citizens for less than 24 hours per day.

Adult Entertainment means dancing, modeling or other live performances if the performers' performance is characterized by an emphasis on specified anatomical areas or specified sexual activities, or is intended for the sexual stimulation or titillation of patrons. Also includes the showing of films, motion pictures, video cassettes, slides, photographic reproductions, virtual reality devices, internet sites or files transmitted over the internet, or other media that are characterized by their emphasis on matter depicting, describing or relating to specified sexual activities or specified anatomical areas or is intended for the sexual stimulation or titillation of patrons.

Adult Merchandise means magazines, books, other periodicals, videotapes, movies, photographs, slides, CD-ROMs, DVD-ROMs, virtual reality devices or other similar media that are characterized by their emphasis on matter depicting, describing or relating to specific sexual activities or specified anatomical areas or are intended for the sexual stimulation or titillation of patrons. Also includes toys, novelties, instruments, devices or paraphernalia either designated as representations of human genital organs or female breasts, or designed or marketed primarily for use to stimulate human genital organs and lingerie or leather goods marketed or presented in a context to suggest their use for sadomasochistic practices.

Adult Mini-Motion Picture Theater means an enclosed building with a capacity of less than 50 persons used for presenting material for observation by patrons distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas".

Adult Motion Picture Theater means an enclosed building with a capacity of 50 or more persons used for presenting material for observation by patrons distinguished or characterized by an emphasis on matter depicting, describing or relating to "specified sexual activities" or "specified anatomical areas".

Adult Store means an establishment having adult merchandise as a substantial or significant portion of its stock-in-trade.

AG means Agricultural Zoning District.

Agricultural And Animal-Related Service means a use category that contains uses related to the commercial production, storage, processing, marketing, distribution or export of floricultural, horticultural, or viticultural crops and the small-scale keeping and treatment of animals.

Uses in this use category include: Community garden; Floriculture, horticulture, row and field crops, viticulture, or orchard; Kennel; Plant nursery, greenhouse, and landscaping business; Stable, private and noncommercial; Veterinary clinic; Veterinary hospital; and other uses meeting the definition of Agricultural and Animal-Related according to the Zoning Administrator.

Typical accessory uses include: Associated office; Barn, silo, stable (private) or other agricultural storage; Buildings associated with agricultural uses being pursued on site; Greenhouse; Minor utilities; Parking and storage of operable farm vehicles and farm machinery; and Roadside stand.

Airport or Heliport means an area of land or water used for the landing and take-off of aircraft.

All-Weather Surface means an improved surface that is constructed of four inches of concrete, asphalt, graded stone, grass-crete pavers, uni-stone pavers, or other paving materials approved by the City Engineer.

Alley means any passage or way open to public travel, affording generally a secondary means of vehicular access to abutting lots and not intended for general traffic circulation.

Alter means any change to a sign or its supporting structure, including a change in size, height, or location. The term "alter" shall not apply to the change of message on signs designed to have periodic changes in message, such as changeable copy signs.

Alteration means any material change in the floor area, use, adaptability or external appearance of an existing structure.

Alternative Support Structure means with regard to wireless telecommunications, any structure currently used primarily for something other than supporting a wireless telecommunications facility.

Animated Sign means a sign or part of a sign that is designed to rotate, move, flutter, spin, scroll, or to have a similar appearance of rotating, moving, fluttering, spinning, and scrolling.

Antenna means a whip, panel, disc, rod, dish, or similar device used for transmission or reception of telecommunications.

Apartment Building means see "Dwelling, multiple apartment."

Appurtenant or Accessory Structure means accessory structures not to exceed 200 square feet.

Archery / Firearms Range (Indoor) means a facility for archery or the discharging of firearms for the purposes of target practice.

Assisted Living Facility means residential facilities with 90 percent occupancy by persons 60 years or more of age that provide rooms, meals, personal care and supervision of self-administered medication.

B

Bank or Credit Union means a federally- or state-chartered establishment that is engaged in business as a bank or credit union.

Banner means a sign of flexible material affixed to a framework or flat surface.

Base Flood Elevation means the elevation shown on the Flood Insurance Rate Map (FIRM) for Zones AE, AH, A1-30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, and AR/AO that indicates the water surface elevation resulting from a flood that has a one percent or greater chance of being equaled or exceeded in any given year.

Base Flood means the flood having a one percent chance of being equaled or exceeded in any given year. This is a regulatory standard that is also referred to as the "100-year" flood.

Base Station means a wireless telecommunications facility; such facility may consist of radio transceivers; antennas; coaxial, fiber optic, or other cables; a regular and back-up power supply; and other associated electronics and technology. Such facilities are sometimes referred to as base transceiver stations. Base stations may also be structures that currently support or house any of the technology listed in this definition or other associated equipment that constitutes part of a base station in any technological configuration, including distributed antenna systems and industrial microcells.

Basement means a story at least one-half its height below grade. A basement is not counted as a story for the purpose of height regulations.

Bed And Breakfast Facilities see "short-term rental."

Board of Adjustment ("BOA") means the City of Marshalltown Board of Adjustment (BOA) who, in accordance with Chapter 414, City Zoning, Iowa Code, Section 414.7, Board of Adjustment, may, in appropriate cases and subject to appropriate conditions and safeguards, make special exceptions to the terms of this Code in harmony with its general purposes and intent and in accordance with the general and specific rules contained in this Code, and who may also provide that any property owner aggrieved by an action of the City may petition to modify the regulations and restrictions of this Code.

Boarding or Rooming House means a single detached dwelling, where the property owner or property lessee/operator resides on the premises, and where for compensation and by prearrangement, for definite periods, lodging and/or meals are provided for three persons to a maximum of 10 persons. The resident property owner or resident property lessee, who operates the boardinghouse or rooming house, shall be responsible for making an application for any required special use permit.

Boat or Recreational Vehicle Outdoor Storage means a facility where boats, other watercraft, and recreational vehicles are stored outdoors.

Building Area means the portion of a lot remaining after required yards have been provided.

Building means any structure intended for shelter, housing or enclosure of persons, animals, chattels or property of any kind.

Building Setback Line means a line establishing the minimum allowable distance between the nearest portion of any building, excluding any uncovered porches, steps, patios, fences, etc., and similar fixtures.

Building Setback means the minimum distance a building must be set back from the street line.

Building, Community means a building for social, educational, cultural, and recreational activities for a neighborhood or community, provided any such use is not operated primarily for commercial gain.

Building, Height of means the vertical distance measured from the floor closest to curb grade to the level of the highest point of the roof surface, if the roof is flat or inclines not more than one inch vertical to one foot horizontal, or the mean level between the eaves and the highest point of the roof if the roof is of any other type.

Building, Principal means a building which contains the principal use of the lot on which it is situated. In any residential district any dwelling shall be deemed to be a main building.

Building, Public means a building owned (or leased) by a governmental agency and used for governmental functions.

Building or Development Contractor means facilities for building, heating, plumbing, or electrical contractors, and related storage facilities. The site may include an unenclosed portion upon which a contractor maintains an area used to store equipment and other materials customarily used in the trade carried on by the contractor. This definition excludes temporary contractor storage associated with the site of an on-going construction project.

Bus Shelter means a structure located at a designated transit stop designed primarily for the shelter of transit bus passengers.

Business Garden means a home-based business, where areas of a parcel are managed and maintained by individuals residing on the same parcel or adjoining parcels under the same ownership, used to cultivate fruits, vegetables, herbs, or flowers for sale purposes. This definition does not include cultivation only for personal consumption or use. (See article BB, business gardens for operating regulations.)

C

Camouflage means with regard to wireless telecommunications facilities, a way of painting, mounting, or locating related equipment so it is not readily apparent to the casual observer. Camouflaged wireless telecommunications facilities are often collocated, utilize flush mounted antennas and related equipment, are painted to match the color of the support structure, or hidden from view by things like parapet walls. Camouflaging equipment is not equivalent to concealing equipment.

Canopy means a fixed shelter of any material and of any length projecting from a building and supported by columns or posts from the ground. Also known as an “awning.”

Car Wash means a facility for the washing or cleaning of vehicles. A car wash may be:

- A bay or a group of bays with each bay to accommodate one vehicle only where a person uses a high-pressure hose to wash the vehicle by hand;
- An automated conveyor or drive-through bay that allows washing a vehicle while moving through the structure.

Carnival means an establishment with amusement activities; merry-go-rounds, ferris wheels and similar types of amusement rides; booths for the conduct of games of skill; food dispensing facilities; and sideshows; that are temporarily conducted outdoors and not within a theater, auditorium, gymnasium or other permanent building.

Cemetery, Columbarium, Mausoleum, or Memorial Park means uses intended for the burial of the dead and dedicated for cemetery purposes or to commemorate the dead without burial taking place on-site.

Changeable Copy Sign means a sign or part of a sign that is designed so that characters, letters, or illustrations can be changed or rearranged without altering the face or surface of the sign.

Child Day Care Center means a regularly operating service arrangement for two or more children under the age of 13, where, during the absence of a parent or guardian, a person or organization has agreed to assume responsibility for the supervision and well-being of a child for less than a twenty-four-hour period, in a facility that is not the residence of the provider or of any of the children in care. A nursery school shall be considered to be a child day care center.

Circus means an event with a variety of shows, including, but not limited to, animal acts, feats of physical skill, and performances by entertainers such as jugglers or clowns, which is temporarily conducted out-of-doors and not within a theater, auditorium, gymnasium or other permanent building.

Clinic means an establishment where patients, who are not lodged overnight, are admitted for examination and treatment by one or more physicians practicing medicine, dentistry or psychiatric treatment.

Club means a building or portion thereof or premises owned or operated by a corporation, association, person or persons for a social, educational or recreational purpose, but not primarily for profit or to render a service which is customarily carried on as a business.

Coastal A Zone means flood hazard areas that have been delineated as subject to wave heights between 1.5 feet and 3 feet.

Collector Street means a street that brings traffic from local residential (minor) streets to major streets.

College or University means a public or private institution providing full-time or part-time education beyond the high school level and including any lodging rooms or housing for students or faculty.

Collocate means with regard to wireless telecommunications facilities, the act of locating wireless telecommunications facilities on any existing support structure.

Commission means the city Plan and Zoning Commission.

Community Garden means a private or public facility for cultivation of fruit, flowers, vegetables, or ornamental plants by more than one person or family.

Concealed Wireless Telecommunications Facility means any wireless telecommunications facility that is integrated as an architectural feature of an existing structure or any new support structure designed so that the purpose of the facility or support structure for providing wireless telecommunications services is not readily apparent to a casual observer. Examples include but are not limited to: bell towers, clock towers, faux trees, flag poles, minarets, monuments, parapets, religious symbols, smoke stacks, steeples, or structures intended as art.

Consumer Microcell means with regard to wireless telecommunications, a signal booster that is marketed and sold to the general public for use without modification. These types of devices do not require professional installation and are used for personal use by individuals to improve coverage in a home, car, boat, recreational vehicle and other related areas.

Convenience Store means a small commercial shopping facility designed as a component of the neighborhood or district in which it is located.

Convention Center means a facility used for business or professional conferences and seminars, exhibitions, and entertainment events.

Correctional Facility means an establishment providing housing and care for individuals legally confined for violations of law.

Cul-De-Sac means a street with only one outlet and having an appropriate turnaround for a safe and convenient reverse traffic movement.

Curb Grade means the elevation of the established curb in front of the building measured at the midpoint of such frontage. Where no curb exists, the city engineer shall establish such curb grade for the existing or proposed street in accordance with the existing street grading plans of the city.

D

Day Care means a use category containing principal uses that provide care, protection, and supervision for at least two children or adults on a regular basis away from their primary residence. Care is typically provided to a given individual for fewer than 24 hours each day, although the facility may be open 24 hours each day.

Uses in this use category include: Adult day care center; child day care center; Pre-school; and other uses meeting the definition of Day Care according to the Zoning Administrator.

Typical accessory uses include: Associated office and storage; Food preparation and dining facility; Minor utilities; and Recreation facility

Density means the total number of dwelling units divided by the area in acres of all land within a development dedicated to residential uses, including residential lots and buildings and the streets, parking areas, landscape areas, parks and open space serving the residential uses.

Development means any man-made change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation or drilling operations or storage of equipment or materials.

Distributed Antenna Systems (DAS) means a wireless telecommunications facility; a system or network of spatially separated antennas connected to a common transport medium (i.e. coaxial, fiber optic, or other cable) to a signal source, such as a base station or an external antenna capable of connecting to a base station wirelessly. Such systems/networks commonly have three primary components: remote communications nodes, each having at least one antenna for transmission and/or reception; a high capacity signal transport medium, which is either underground or aerial; and a central communications hub to propagate and/or convert, process or control signals transmitted and received through the nodes. DAS may also include additional equipment such as amplifiers, remote radio heads, signal converters, power supplies, and other related equipment.

Domestic Abuse, Homeless, or Youth Shelter means an establishment used for the reception and temporary care of persons who, by some circumstances, are without safe and proper shelter.

Dormitory means a building used as a group living quarters for students or members of a religious order.

Double-Faced Sign means a sign with two faces supported by the same structure and diverge from a common edge by an internal angle of no more than 45 degrees. Signs with faces diverging from an angle more than 45 degrees shall be considered multiple signs.

DT means Downtown Zoning District.

Drive-Through Facility (Same As "Drive-In") means any portion of a building or structure from which customers can receive a service or obtain a product while in their motor vehicle. Regulated as a subordinate use to a principle use, regardless of the nature of the principle use.

Driveway means that space specifically designated and reserved on the site for the movement of vehicles from one site to another or from a site to a public street.

Dwelling means a building or portion thereof which is designed or used exclusively for residential purposes.

Dwelling, Apartment means a building comprised of at least five or more dwelling units, not separated by a property line, within which each unit may not have a minimum of two outside walls and where each unit is designed for one family or occupancy, as described by the specific zoning district.

Dwelling, Duplex means two connected dwelling units totally separated from each other without openings where each is designed for one family or occupancy as described by the specific zoning district.

Dwelling, Single-Family Attached means two attached single-family dwellings located on two separately platted lots that share a common fire-rated wall without openings along the interior lot line and where each is designed for one family.

Dwelling, Single-Family Detached means a building occupied by or designed for occupancy by one family or occupancy as described by the specific zoning district building located on a single lot, designed exclusively for one family and entirely separated from any other dwelling by setbacks on all sides.

Dwelling, Townhouse means unless otherwise specified within a zoning district, a townhouse is one of a series of at least three attached dwelling units, not to exceed eight, for rent or sale, separated from one another by common walls and property lines without openings from basement floor to roof and having varied but compatible elevations, and with not more than two abutting dwelling units having the same front yard setback. The lots, utilities and other improvements for each "townhouse" would be designed to permit individual and separate ownership of such lots and dwelling units.

Dwelling, Multiplex means a type of attached multiple dwelling containing three or four attached dwelling units in one building with each unit having a minimum of two outside walls and sharing one or more walls with an adjoining unit or units. Each dwelling unit has direct access to the outside or to a common hall. These dwellings can be designed and constructed to permit individual and separate ownership of lots and dwellings or combinations of dwelling units. and where each is designed for one family or occupancy as described by the specific zoning district.

Dwelling, Unit means a single enclosed area providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. Unless otherwise specified, dwelling units shall be for nontransient occupancy of 30 days or more. The term does not include recreational vehicles. one or more rooms located within a building and forming a singular unit with facilities which are used or intended to be used for living, sleeping and dining purposes. A dwelling unit shall have customary kitchen facilities. An efficiency apartment unit is defined as a dwelling unit. Dwelling units which will be occupied for predetermined periods of time of more than one month in succession shall be termed nontransient dwelling units.

E

Easement means a grant by a property owner of the use of land for a specific purpose.

Educational Facilities means a use category containing public and private schools at the elementary, middle, or high school level that provide basic academic education. Also includes colleges and other institutions of higher learning that offer courses of general or specialized study leading to a degree usually in a campus setting.

Uses in this use category include: College or university; Training facility or vocational school; Public schools or private school elementary, middle, or high school; and other uses meeting the definition of Educational Facilities according to the Zoning Administrator.

Typical accessory uses include: Assembly hall; Associated office and storage; Athletic facilities; Auditorium or theater; Before- and after-school day care; Concession; Dormitory; Food preparation and dining facility; Laboratory; Library; Medical clinic; Minor utilities; and Recreation facility.

Electronic Message Center means an electronic message center is a sign that is capable of displaying words, symbols, figures or images that can be electronically changed by remote or automatic means. Such a sign is not a changeable copy sign.

Elevated Building means a non-basement building built to have the lowest floor elevated above the ground level by means of solid foundation perimeter walls, pilings, or columns (posts and piers).

Encroachment means the advance or infringement of uses, plant growth, fill, excavation, buildings, permanent structures or development into a floodplain, which may impede or alter the flow capacity of a floodplain.

Entertainment, Indoor means a use category containing uses varying in size, providing daily or regularly scheduled recreation-oriented activities in an indoor setting.

Uses in this use category include: Archery / firearms range (indoor); Axe throwing lounge; Bar or tavern; Bingo hall; Body art service; Bowling center; Convention center; Dance club or dance hall; Fitness gym; Gymnastic, dance, or martial arts facility; Microbrewery or micro-distillery; Movie or other indoor theater; Pool hall; Skateboard or trampoline park; Skating rink; Swimming pool (indoor); Tennis or racquetball facility (indoor); and other uses meeting the definition of Indoor Entertainment according to the Zoning Administrator.

Typical accessory uses include: Associated office and storage; Associated retail sales related to the primary use; Concession; Food preparation and dining facility; Minor utilities; and Swimming pool, indoor.

Entertainment, Outdoor means a use category containing uses providing daily or regularly scheduled recreation-oriented activities in an outdoor setting.

Uses in this use category include: Amphitheater; Amusement park; Animal racing or training; Campground; Fairgrounds or rodeo grounds; Farmers market, outdoor; Flea market, outdoor; Golf course, driving range or mini-golf course; Paintball facility; Recreational vehicle park; Stadium, arena, running track or ball field; Track, vehicle race; and other uses meeting the definition of Outdoor Entertainment according to the Zoning Administrator.

Typical accessory uses include: Associated office and storage; Associated retail sales related to the primary use; Concession; Food preparation and dining area; Minor utilities; and Single dwelling unit for caretaker.

Entry/Exit Sign means a wall or freestanding sign not exceeding four square feet in area. If such sign is a freestanding sign, the height may not exceed four feet.

Equipment Cabinet means with regard to wireless telecommunications, a cabinet, shed, shelter, or other structure, where equipment is housed to support wireless telecommunications services.

Establishment means a public or private institution or a place of business.

Existing Construction means for the purposes of the insurance program, structures for which the "start of construction" commenced before the effective date of the FIRM or before January 1, 1975 for FIRMs effective before that date. "Existing construction" may also be referred to as "existing structures" and "pre-FIRM." structures for which the "start of construction" commenced before November 3, 1989. "Existing construction" may also be referred to as "existing structures."

F

Facade, Front means the principal frontage of a building which, by either aesthetic attention, main entry and egress, or the longitudinal dimension of the structure, becomes the primary frontage.

Facade, Rear means that portion of a building which is, by either service area, secondary entry and egress or the facade directly opposite the front facade of the structure, the reverse frontage of the building.

Family Day Home, Major means a child day care program offered in the residence of the provider or the home of any of the children in care for five through twelve children under the age of 13, exclusive of any children who reside in the home, when at least one child receives care for compensation.

Family Day Home, Minor means a child day care program offered in the residence of the provider or the home of any of the children in care for one through four children under the age of 13, exclusive of any children who reside in the home, when at least one child receives care for compensation.

Family means an individual or two or more persons related by blood or marriage or a group of not more than five persons (excluding servants) who need not be related by blood or marriage living together in a dwelling unit. Family specifically includes all persons living in "family homes" or "elderly family homes" as those terms are defined under, respectively, Iowa Code Sections 414.22 and 231A.1.

Farm Product means fruits, vegetables, mushrooms, herbs, grains, legumes, nuts, eggs, honey, flowers, nursery stock, livestock food products (including meat, milk, yogurt, cheese and other dairy products), and seafood.

Farm Product, Value-Added means any product processed from a farm product, such as baked goods, jams and jellies, canned vegetables, dried fruit, syrups, salsas, salad dressings, flours, coffee, smoked or canned meats or fish, sausages, or prepared foods.

Farmers Market means an outdoor market where at least 75 percent of the items for sale are farm products or value-added farm products.

Feather Sign means a lightweight sign mounted along one edge on a single and vertical pole structure, which may resemble a feather, sail, bow, or teardrop. Feather signs are animated signs.

Financial Institution And Offices means any building wherein the primary occupation is concerned with such state regulated businesses as banking, savings and loans, loan companies and investment/securities companies.

First-Row Building means a multiple-family building or buildings that are part of a complex of multiple-family buildings and that are closest to the street from which primary access to the complex takes place.

Flag means a piece of cloth or similar material, typically oblong or square, attached by one edge to a pole or rope.

Flashing Sign means a sign that includes lights that flash, blink, or turn on and off at less than five second intervals.

Flood Insurance Rate Map (FIRM) means an official map of a community, on which the Federal Emergency Management Agency has delineated both the special hazard areas and the risk premium zones applicable to the community. A FIRM that has been made available digitally is called a digital flood insurance rate map (DFIRM).

Flood Insurance Study (FIS) means a report by FEMA that examines, evaluates and determines flood hazards and, if appropriate, corresponding water surface elevations, or an examination, evaluation and determination of mudflow and/or flood-related erosion hazards.

Flood or Flooding means

- (1) A general or temporary condition of partial or complete inundation of normally dry land areas from:
 - a. The overflow of inland or tidal waters;
 - b. The unusual and rapid accumulation or runoff of surface waters from any source; or
 - c. Mudflows which are proximately caused by flooding as defined in paragraph (1)(b) of this definition and are akin to a river of liquid and flowing mud on the surfaces of normally dry land areas, as when earth is carried by a current of water and deposited along the path of the current.
- (2) The collapse or subsidence of land along the shore of a lake or other body of water as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels or suddenly caused by an unusually high water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature such as flash flood or an abnormal tidal surge, or by some similarly unusual and unforeseeable event which results in flooding as defined in paragraph 1.a. of this definition.

Flood Proofing means any combination of structural and non-structural additions, changes, or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

Floodplain or Flood-Prone Area means any land area susceptible to being inundated by water from any source.

Floodway means the channel of a river or other watercourse and the adjacent land areas that must be reserved in order to discharge the base flood without cumulatively increasing the water surface elevation more than one foot at any point within the community..

Floor Area means the gross horizontal areas of all floors, including basements, cellars and attics (but not such areas within a building which are used for parking), measured from the exterior faces of the exterior walls of a building.

Floorplate means the horizontal land area occupied by a building at finished grade including projections and overhangs.

Fraternity or Sorority House means a single detached dwelling being occupied by persons who are members of a fraternity, sorority, association or group chartered for social, educational, religious or service purposes.

Freeboard means a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. "Freeboard" tends to compensate for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization in the watershed.

Freestanding Sign means any non-portable sign supported by a fence, wall, or by upright structural members or braces on or in the ground and not attached to a building.

Funeral Home means a building used for the preparation of corpses for burial or for cremation which may also be used for funeral services.

G

Garage, Storage, or Parking means a building or portion thereof designed or used exclusively for storage or motor-driven vehicles.

GC means General Commercial Zoning District.

GI means General Industrial Zoning District.

Golf Course means an outdoor area designed for playing the game of golf and improved with tees, greens, fairways, and hazards. A golf course may include a Country Club or other clubhouse, a driving range, putting greens, and shelters as accessory uses.

Government Facilities means a use category containing offices, storage, maintenance, and other facilities for the operation of local, state, or federal government.

Uses in this use category include: Detention center, jail or prison, publicly-owned and operated; Emergency services, police or fire station; Post office; Utility office and other uses meeting the definition of Government Facilities according to the Zoning Administrator.

Typical accessory uses include: Associated storage; Day care for children of employees; Dormitory; Fleet maintenance; Food preparation and dining facility; Fueling facility; Medical clinic for employees or inmates; Meeting space; Minor utilities; and Recreation facility.

Governmental institutions; Other governmental uses, such as community centers, parks and playgrounds; provided, that any new building shall be located at least fifty (50) feet from any adjoining property line, including right-of-way lines;

Group Home means a property used for the residential care of tenants who are mentally or physically ill, wards of the state or any other similar group deemed appropriate by the Zoning Administrator.

Group Housing Project means a group housing project shall consist of two or more buildings located on a site where the building arrangement is such that the property cannot be subdivided into conventional streets and lots that meet the requirements of this chapter and chapter 2 of this title.

Group Living means a use category containing uses with residential occupancy of a dwelling by a means other than found in Household Living typically providing communal kitchen/dining facilities.

Uses in this use category include: Boarding or rooming house; Dormitory or fraternity or sorority house; Nursing home; and other uses meeting the definition of Group Living according to the Administrator.

Typical accessory uses include: Associated office; Facilities for treatment of sickness or injuries; Food preparation and dining facility; Minor utilities; Pool house; Private community center; Swimming pool; Recreational facility; and other miscellaneous household amenities.

H

Halfway Houses and Ex-Offender Rehabilitation Services means a property used to temporarily house ex-offenders in a rehabilitation or transitioning period.

Heavy Industrial means a use category containing uses engaged in the manufacturing, assembly or processing of chemicals, animal products and metals; the activities of which are likely to have characteristics that discourage adjacency to residential uses. Factory production and industrial yards are located here. Sales to the general public are rare.

Uses in this use category include the manufacture, assembly or processing of: acid, acetylene gas, aircraft, alcoholic beverages (wholesale), ammonia, asbestos and asbestos products, asphalt, automobiles or trucks, batteries, bones, boxes or crates or pallets, brick or tile or terra cotta, building materials, celluloid, cement, chalk, charcoal, chemicals, chlorine, coffins, corrugated metal, cotton oil, creosote, disinfectant, dyes or inks, fat, fertilizer, fireworks, gas, gelatin, glass, glue, graphite, grease, gunpowder, gypsum, hemp, insecticide, lacquer, lard, lime, linoleum, machinery, manufactured or mobile homes, metal, motors or engines, paint, paraffin, petroleum, plaster of Paris, plastic, poison, porcelain, recreational vehicles, railroad vehicles and equipment, rubber, salt, shellac, tallow, tar, tires, trailers, turpentine, varnish, vinegar, wax, or yeast.

Additional uses include: Arsenal; Boiler works; Bulk storage of explosive or hazardous materials; Concrete batching and asphalt processing and manufacture; Fertilizer storage; Grain elevator; Grain and feed manufacturing building; Incinerator for reduction of garbage, dead animals, offal, refuse or automobile bodies (non-governmental); Railroad yard or repair shop; Sawmill; Smelter; Slaughtering, packaging or processing of animals; Wrecking, junk or salvage yard; and other uses meeting the definition of Heavy Industrial according to the Zoning Administrator.

Typical accessory uses include: Associated office and storage; Associated retail sales related to the primary use; Day care for children of employees; Fleet maintenance; Food preparation and dining facility; Fueling facility; Medical clinic for employees; Meeting space; Minor utilities; Recreation facility; and Single residential unit for caretaker.

Heavy Vehicular Equipment Sales, Service, and Repair means an establishment engaged in the display, sale, leasing, rental, or repair of heavy equipment of 12,000 or more pounds gross vehicular weight.

Highest Adjacent Grade means the highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

Historic Area means an area or existing site containing buildings or places in which historic events occurred or having special public value because of notable architectural or other features relating to the cultural or artistic heritage of the community of such significance as to warrant conservation and preservation.

Historic Structure means any structure that is:

- (1) Listed individually in the National Register of Historic Places (a listing maintained by the Department of Interior) or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- (2) Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the secretary to qualify as a registered historic district;
- (3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or,
- (4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either:
 - a. By an approved state program as determined by the Secretary of the Interior; or,
 - b. Directly by the Secretary of the Interior in states without approved programs.

Home-Based Business means any occupation or activity which is clearly incidental to the use of the premises for dwelling purposes and which is carried on wholly within a main building or accessory building, other than business gardens as defined, by a member of a family residing on the premises, in connection with which there is no advertising on the premises, and no other display or storage or variation from the residential character of the premises, and in connection with which no person outside the family is employed and no equipment which is deemed to be in conflict with the intent of this definition.

Homestay means, in a single-family detached, duplex, or townhouse dwelling unit, the provision of a guest room or accommodation space within the principal building that is suitable or intended for transient occupancy of a maximum of four guests in the homestay at any one time for dwelling, sleeping, or lodging purposes and is offered in exchange for a charge for the occupancy a maximum of 90 days per calendar year.

Hospital means a facility in which patients or injured persons are given medical, surgical and/or psychiatric care on an inpatient or outpatient basis, or an institution for the care of contagious or incurable diseases.

Hotel, or Motel And Similar Transient Housing means a facility offering overnight lodging accommodations to the general public and that may include additional facilities and services, such as restaurants, meeting rooms, entertainment, personal services, and recreational facilities. The office has a 24 hour employee on site and daily rates. building or group of buildings which are designed or intended to be used or hired out on weekly basis, primarily for transient or temporary occupancy.

Household Living means a use category containing residential occupancy of a dwelling unit by a household on a month-to-month or longer basis in structures with self-contained dwelling units including kitchens.

Uses in this use category include: Apartment; Duplex; Manufactured home; Single-family attached; Single-family detached; Townhouse; Tri- or quadraplex; and other uses meeting the definition of Household Living according to the Zoning Administrator.

Typical accessory uses include: Business garden; Chickens, keeping of (subject to Sec. 15-2-24, Fowls, Chickens, and Other Domestic Birds, of the City Code) Child care; Domestic storage; Family day home, major or minor; Minor utilities; Garage, attached or detached; Home-based business; Leasing office for manufactured home park or apartment complex; Model home with sales office in model home; Pool house; Private community center; Short-term rental or homestay; Swimming pool (private); and other miscellaneous household amenities.

Housing means see "Dwelling."

I

Illegal Sign means any sign erected without a required permit or which otherwise does not comply with any provisions of this article.

Illuminated Sign means a sign that is backlit, internally lighted, or indirectly lighted.

Industrial Microcell means a wireless telecommunications facility; a standalone, short range radio transceiver located in specific locations, either indoors or outdoors, where there is often low signal quality and high demand for a wireless telecommunications signal. Examples include but are not limited to industrial signal boosters, repeaters, bi-directional amplifiers, and devices specifically identified as microcells. Consumer microcells, such as femtocells, for residential or household use or mobile use (i.e. vehicular, boat, etc.), and equipment meeting the thresholds to be considered small cell facilities, are excluded from this definition.

Institution means a nonprofit corporation or a nonprofit establishment whose purpose is civic, educational, charitable, religious or philanthropic in nature.

J

Junk Yard means any space or area or portion of lots used for the storage, sale, keeping or abandonment of junk or waste materials, including used building material, or for the dismantling, demolition, sale or abandonment of automobiles and other vehicles, machinery or parts thereof.

K

Kennel means a premise on which four or more dogs, six months or older, are kept. This term includes privately-owned animal shelters.

L

Landscaping Island means an area that includes landscaping within a parking lot.

Landscaping means living vegetation primarily used to enhance property aesthetics, values, and/or to improve environmental conditions. Landscaping may include grasses, shrubbery, trees, and other vegetation. Mulch and/or stone shall be used only for the enhancement of vegetation. The use of mulch and/or stone alone is not considered landscaping.

Letters of Map Change (LOMC) means a letter of map change is an official FEMA determination, by letter, that amends or revises an effective flood insurance rate map or flood insurance study. Letters of map change include:

- (1) Letter of map amendment (LOMA): An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a land as defined by meets and bounds or structure is not located in a special flood hazard area.
- (2) Letter of map revision (LOMR): A revision based on technical data that may show changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. A letter of map revision based on fill (LOMR-F), is a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer exposed to flooding associated with the base flood. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
- (3) Conditional letter of map revision (CLOMR): A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood insurance rate map or flood insurance study.

Letter of Map Amendment (LOMA) means an amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective flood insurance rate map and establishes that a land as defined by meets and bounds or structure is not located in a special flood hazard area.

Letter of Map Revision (LOMR) means a revision based on technical data that may show changes to flood zones, flood elevations, floodplain and floodway delineations, and planimetric features. A letter of map revision based on fill (LOMR-F), is a determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer exposed to flooding associated with the base flood. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.

Conditional Letter of Map Revision (CLOMR) means a formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood insurance rate map or flood insurance study.

Light Industrial means a use category containing uses engaged in the manufacturing, assembly or processing of industrial, business or consumer goods; usually from basic finished inputs such as metal, stone, glass, plastic, or rubber. Contractors and building maintenance services and similar uses perform services off-site. Few customers, especially the general public, come to the site.

Uses in this use category include manufacture or assembly of: appliances, artificial limbs, awnings, beds, blinds, boats, books, brooms, buses, carpet, clothing or textiles or canvas, cosmetics, equipment, electrical items, felt, hardware, ice, jewelry, medical, optical or dental instruments or supplies, mirrors, medical instruments, musical instruments, perfume, pharmaceuticals, shoes, shutters or shades, signs, and toys.

Additional uses include: Bakery, wholesale; Bottling or canning; Brewery; Building and development contractors; Bulk mailing service; Clothing or textile manufacturing; Creamery; Crematorium; Engraver; Exterminator service; Food processing; Janitorial and building maintenance service; Maintenance and repair shop; Laundry, dry-cleaning, and carpet cleaning plants; Metal plating; Metal shop; Printing, publishing, and lithography; Repair of scientific or professional instruments or electric motors; Research and development laboratory; Smoking or processing of meat products (wholesale); Stone cutting; Welding, tool repair or machine shop; Woodworking, including cabinet makers and furniture manufacturing; and other uses meeting the definition of Light Industrial according to the Zoning Administrator.

Typical accessory uses include: Associated office and storage; Associated retail sales related to the primary use; Associated showroom; Day care for children of employees; Fleet maintenance; Food preparation and dining facility; Fueling facility; Medical clinic for employees; Meeting space; Minor utilities; Recreation facility; Single residential unit for caretaker; and Wholesale and/or retail sales.

Lot Area means the total horizontal area within the lot lines of a lot. No existing alley, public way, public land or area proposed for future street (alley) purposes is included within the net area of a lot. On-site easements are included in the land area of a lot.

Lot Depth means the average horizontal distance between the front and rear lot lines.

Lot means a parcel of land occupied or intended to be occupied by a use permitted in this chapter, including one main building together with its accessory buildings, and the yards and parking spaces required herein, and having its principal frontage upon a street or upon an officially approved place.

Lot of Record means a lot which has been recorded in the office of the clerk of the circuit court.

Lot, Nonconforming means an otherwise legally platted lot that does not conform to the minimum area or width requirements of this chapter for the district in which it is located either at the effective date of this chapter or as a result of subsequent amendments to this chapter.

Lot, Width means the distance between side lot lines measured at the building line.

Low-Impact Development means an approach to stormwater management that mimics a site's natural hydrology as the landscape is developed.

Lowest Adjacent Grade means the lowest natural elevation of the ground surface next to the walls of a structure.

Lowest Floor means the lowest floor of the lowest enclosed area (including basement). An unfinished or flood-resistant enclosure, usable solely for parking of vehicles, building access or storage in an area other than a basement area is not considered a building's lowest floor; provided, that such enclosure is not built so as to render the structure in violation of the applicable non-elevation design requirements of Federal Code 44CFR §60.3.

M

Macrocell means any wireless telecommunications facility not considered a concealed wireless telecommunications facility, a consumer microcell, a small cell facility, an industrial microcell, or a distributed antenna system.

Major Street means a street shown as a major street on the city "master transportation plan".

Manufactured Home means a structure subject to federal regulation, which is transportable in one or more sections; is eight body feet or more in width and 40 body feet or more in length in the traveling mode, or is 320 or more square feet when erected on site; is built on a permanent chassis; is designed to be used as a single-family dwelling, with or without a permanent foundation, when connected to the required utilities; and includes the plumbing, heating, air-conditioning, and electrical systems contained in the structure.

Manufactured Home (floodplain) means a structure, transportable in one or more sections, which is built on a permanent chassis and is designed for use with or without a permanent foundation when connected to the required utilities. For floodplain management purposes the term "manufactured home" also includes park trailers, travel trailers, and other similar vehicles placed on a site for greater than 180 consecutive days.

Manufactured Home Park means an area designed, constructed, equipped, operated, and maintained for the purpose of providing spaces for two or more manufactured homes intended to be used as living facilities.

Manufactured Home Park or Subdivision means a parcel (or contiguous parcels) of land divided into two or more manufactured home lots for rent or sale.

Manufactured Home Sales And Service Establishment means use of land whereon the primary occupation is the sale and ancillary service of manufactured homes. This use shall not include storage of nonhabitable manufactured homes for a period of time exceeding 90 days.

Marginal Access Street means a minor street generally paralleling and contiguous to a major street designed primarily to promote safety by providing free access to abutting properties and limited access to the major street.

Marquee means a permanent structure projecting beyond a building wall at an entrance to a building or extending along and projecting beyond a building wall designed and constructed to provide protection against the weather.

Mean Sea Level means for purposes of the National Flood Insurance Program, the National Geodetic Vertical Datum (NGVD) of 1929 or the North American Vertical Datum (NAVD) of 1988 to which base flood elevations shown on a community's FIRM are referenced.

Medical Facilities means a use category containing uses providing medical or surgical care to patients. Some uses may offer overnight care.

Uses in this use category include: Acupuncture clinic; Blood or plasma center; Chiropractor; Drug, alcohol or psychiatric treatment center, out-patient; Hospice center; Hospital; Medical or dental office; and other uses meeting the definition of Medical Facilities according to the Zoning Administrator.

Typical accessory uses include: Associated helicopter landing facility; Associated office and storage; Associated retail sales area related to the primary use; Classrooms; Day care for children of employees or patients; Dormitory; Fleet maintenance; Food preparation and dining facility; Minor utilities; Place of worship; Pharmacy; and Recreation facility.

Micro-Manufacturing means the retail or business-to-business production of artisan goods that are produced in small quantities using small hand tools or light machinery including, but not limited to, 3-D printers or computer numerical control routers.

Micro-Wireless Facility means a small cell facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, not longer than 11 inches.

Mini-Warehouse means a structure containing separate storage spaces, which may be of various sizes, leased or rented on an individual basis but not for human or animal occupancy.

Minor Street means a local residential street which provides access to building sites, space for public utility lines and space for light and air.

Mobile Food Unit means a temporary establishment engaged in the retail sale of prepared food for consumption, on site or offsite, from a movable vehicle, portable structure, or pushcart.

MU means Mixed-Use Zoning District.

Multiple Establishment Building means a commercial development with two or more establishments on a single parcel of common ownership attached by common walls or, if located in separate buildings, are interconnected by walkways and/or access ways on one or more commonly owned or managed properties, providing common parking facilities for all establishments, having multiple tenancy of a single or several common structures, and otherwise presenting the appearance of one continuous commercial area.

N

Neighborhood Sign means freestanding sign located at the entrance of a neighborhood or subdivision.

Net Development Area means the total area of land in the MX-U development designated on the master development plan for residential, nonresidential, or open space uses, excluding streets.

New Construction means for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after November 3, 1989, and includes any subsequent improvements to such structures. For floodplain management purposes, new construction means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by a community and includes any subsequent improvements to such structures.

Nonconforming Sign means any sign which was lawfully erected in compliance with applicable regulations of the city and maintained prior to the effective date of this article and which fails to conform to current standards and restrictions.

Nonconforming Structure means any lawful structure existing at the time of the enactment or subsequent amendment of this chapter which does not conform to the current zoning regulations prescribed in the district in which it is situated.

Nonconforming Use means any lawful use existing at the time of the enactment or subsequent amendment of this chapter which does not conform to the current zoning regulations prescribed in the district in which it is situated.

No-Impact Home-Based Business means a home-based business for which all of the following apply:

- A. The total number of on-site employees and clients does not exceed the city occupancy limit for the residential property; and
- B. The business activities are characterized by all of the following:
 - 1. The activities are limited to the sale of lawful goods and services;
 - 2. The activities do not generate on-street parking or a substantial increase in traffic through the residential area;
 - 3. The activities occur inside the residential dwelling or in the yard of the residential property; and
 - 4. The activities are not visible from a street adjacent to the residential property.

Nursing Home means a home for the aged, or infirm, senile, chronically ill or convalescent in which persons not of the immediate family are received, kept or provided with food, shelter, treatment and care for compensation, but not including hospitals, clinics or similar institutions.

O

Off-Premises Sign means a sign that directs attention to an object, person, product, institution, organization, business, service, event, or location conducted, sold, or offered at a location other than the parcel on which the sign is located.

Office means a use category containing activities conducted in an office setting and generally focusing on business, professional, or financial services.

Uses in this use category include business and professional offices or agencies for services such as: accounting, advertising, architecture, bill collection, consulting, counseling, data processing, design, engineering, investment or brokerage, law, real estate or insurance, sales, temporary employment, or travel.

Additional uses include: Bank or credit union; TV, recording, or radio studio; and other uses meeting the definition of Office according to the Zoning Administrator.

Typical accessory uses include: Associated storage; Day care for children of employees; Medical clinic for employees; Minor utilities; Food preparation and dining facility for employees; Recreation facility for employees; and Private telecommunication or transmission tower.

On-Premises Sign means any sign that directs attention to an object, person, product, institution, organization, business, service, event, or location conducted, sold, or offered on the parcel upon which the sign is located.

Open Space, Common means land within a private development set aside, dedicated and designed to protect natural environmental resources, to serve as a visual amenity, and/or to provide recreational opportunities that is owned by a property owners association and is designed and intended for the common use or enjoyment of the residents of the development. Such land shall be primarily naturally vegetated or landscaped, but may include limited paved areas, such as sidewalks, pedestrian plazas, trails, and recreational courts. Such land shall not include streets, street rights-of-way, driveways, parking areas, structures, above ground public utilities, including stormwater management facilities, or other improvements, except as may be approved for recreational or historic preservation purposes in a development plan or site plan.

Outdoor Display Area means an area for display of finished products actively available for retail sale, rental, or lease. This definition does not include products in shipping boxes, crates, on pallets, or other shipping containers, which shall be considered outdoor storage. generally considered accessible to the public that utilizes parking spaces or paved and/or graveled areas to displays goods for sale, rental, or lease, except those areas counted as part of the gross floor area for purposes of calculating required parking. Goods include but are not limited to vehicles, recreation equipment, trailer sales, heavy equipment, manufactured homes, industrialized buildings, agricultural equipment, yard and landscaping equipment, and other similar products.

Outdoor Storage means the storage of any item outside of an enclosed structure that is not accessible to the general public. This includes but is not limited to garden supplies, building supplies, plants, materials stored in crates, boxes, or shipping containers; lumber yards; pipe; contractor's equipment; and other similar uses.

Overnight Accommodations means a use category containing uses with bedroom and bathroom units arranged for short-term stays of less than 30 days for rent or lease.

Uses in this use category include: Hotel, Motel, or Resort; and other uses meeting the definition of Overnight Accommodations according to the Zoning Administrator.

Typical accessory uses include: Associated office and storage; Meeting space; Minor utilities; Recreational facility; Restaurant; and Swimming pool (public).

P

Parking Bay means multiple parking spaces arranged in single or double loaded rows.

Parking, Commercial means a use category containing commercial facilities that provide parking that is not accessory to a principal use, for which a fee may or may not be charged.

Uses in this use category include: Park-and-ride facility; Parking lot or structure, commercial; Truck, tractor, trailer or bus storage or parking yard, lot, or garage; and other uses meeting the definition of Commercial Parking according to the Zoning Administrator.

Typical accessory uses include: Associated office and storage; and Minor utilities

Parking Lot means a defined area for the storage of operable motor-driven vehicles and operable accessory vehicles. A parking lot includes all areas used for parking, maneuvering, loading, driveways, travelways, and drive-throughs, except public street ingress and egress.

Parking Space means the area required for parking one automobile which shall be a minimum of nine feet wide and 18 feet long, not including passageways.

Parking Unit, Private means a self-contained and privately maintained area accessed by a public street but allowing no through traffic routes and providing such off-street parking as may be required under this chapter for the building served. Said parking unit may be entered by a private drive from the public street; provided, that such drive offers adequate ingress and egress for emergency vehicles and otherwise complies with acceptable city standards.

Parking, Off-Street means any on-site space specifically allotted to or required for vehicle and bicycle parking.

Parks and Open Areas means a use category containing uses focusing on natural areas consisting mostly of vegetation, passive or active outdoor recreation areas, or community gardens, and having few structures.

Uses in this use category include: Private club and golf course; Cemetery, columbarium, mausoleum, or memorial park; Dog park, publicly-owned; Park or playground; and other uses meeting the definition of Parks and Open Areas according to the Zoning Administrator.

Typical accessory uses include: Associated office and storage; Associated retail sales area related to the primary use; Boat launch; Concession; Dining area; Minor utilities; and Recreation facility.

Passenger Terminal means a use category containing facilities for the takeoff and landing of airplanes and helicopters, and terminals for taxi, rail, or bus service.

Uses in this use category include: Airport; Heliport; Bus terminal; Transportation service facilities, including but not limited to those for: taxicab, limousine, or bus; and other uses meeting the definition of Passenger Terminal according to the Zoning Administrator.

Associated office and storage; Associated retail sales area related to the primary use; Concession; Fleet maintenance; Freight handling area; Fueling facility; and Minor utilities.

PI means Public and Institutional Zoning District.

Plan of Development means a sketch of the site drawn to scale, showing the dimensions and acreage of the property, and approximate location of buildings, roads, parking areas and landscaping, the number of dwelling units or commercial or other types of buildings and other information essential for determining whether the provisions of this chapter are being observed, such as pertinent site engineering data.

Plant Nursery, Greenhouse, and Landscaping Business means a facility where plants and landscaping materials are raised and/or sold. Such uses must be served by a permanent building. These uses may include the storage of materials used for installation of landscaping materials.

Plat means a drawing, map or plan for a parcel of land or subdivision, or rearrangement, revision or resubdivision of land.

Plat means a map or drawing on which the proposed subdivision of land is presented for approval and, when in final form, for recording.

Pole Sign means a sign that is attached to one or more freestanding poles. Pole signs are freestanding signs.

Portable Restroom Facility means a movable restroom facility including but not limited to single portable toilets, portable sinks, trailer-mounted toilets, and restroom trailers that may include showers and tubs. Portable restroom facilities, as defined herein, shall be considered accessory buildings.

Portable Storage Unit means a large container, typically intended for transport by large truck, train, or ship, that is used for the temporary storage and or transport of personal property.

Post-Firm Structures means a structure for which construction or substantial improvement occurred after November 3, 1989.

Pre-Firm Structures means a structure for which construction or substantial improvement occurred on or before November 3, 1989.

Premises means a parcel of land, together with any building or structures occupying it.

Primary Frontal Dune means a continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms.

Private Club means an association organized and operated on a nonprofit basis for persons who are bona fide members paying dues, with which the association owns or leases premises, the use of which premises is restricted to such members and their guests, and which manages the affairs of such association by and through a board of directors, executive committee, or similar body chosen by the members. Food, meals and beverages may be served on such premises, provided adequate dining space and kitchen facilities are available. This definition includes country clubs.

Professional Offices means offices limited to personal services customarily performed by professionals such as doctors, dentists, architects, engineers, lawyers, accountants, real estate agents, insurance agents and brokers, who are not dependent on extensive on-site advertising.

Property means any tract, lot, parcel or several of the same collected together for the purpose of subdividing.

Public Area means any public place, public right-of-way, or parking lot or other right-of-way open to use by the general public.

Public Assembly means a use category containing establishments where people assemble for religious, philosophical, fellowship, or cultural purposes.

Uses in this use category include: Assembly, meeting, event or exhibition hall; Church, mosque, temple, synagogue, or other place of worship; Museum; Public library; Religious, educational, charitable and benevolent institutional uses which do not provide housing facilities; Club or lodge; Community, senior, or youth center; Philanthropic institution; and other uses meeting the definition of Public Assembly according to the Zoning Administrator.

Typical accessory uses include: Assembly hall; Associated office and storage; Associated retail sales area related to principal use; Athletic facilities; Auditorium or theater; Before- and after-school day care; Classrooms; Concession; Day care; Dormitory; Food preparation and dining facility; Laboratory; Library; Medical clinic; Minor utilities; Pre-school; and Recreation facility.

Public Floor Area means the gross building area, as figured on a per-story basis, which clearly serves the general public, such as vestibules and lobbies, corridors, waiting rooms and toilets, servicing areas, and required stairs, ramps and elevators. Employee oriented areas, such as kitchens and freezer rooms, storage, maintenance and service areas, shall not apply. Unfinished areas shall be included and figures on the basis of potential use.

Public Use means any instance where a lot or parcel of land, or any improvement on a lot or parcel of land, is used by (1) the city, or (2) another governmental entity having a contractual relationship with the city for the use of such lot or parcel or improvement.

R

Radio or Television Station or Studio means an establishment containing one or more broadcast studios for over-the-air, cable, or satellite delivery of radio or television programs.

REC means Recreational Zoning District.

Recreational Vehicle means a vehicle which is (1) Built on a single chassis; (2) Four hundred square feet or less when measured at the largest horizontal projection; (3) Designed to be self-propelled or permanently towable by a light duty truck; and, (4) Designed primarily not for use as a permanent dwelling but as temporary living quarters for recreational camping, travel, or seasonal use.

Recreational Vehicle Park means any property upon which two or more occupied recreational vehicles are situated, either free of charge or for revenue purposes, and includes any building, structure, tent, vehicle, or enclosure used or intended for use as part of the equipment of the park.

Recycling Facility means a facility or land use, regardless of name or title, at which recoverable resources, such as newspapers, magazines, glass, metal, plastic materials, tires, grass and leaves, and similar items, except hazardous waste and medical waste are collected, cleaned, sorted, stored, flattened, shredded, dismantled, crushed, bundled, or separated by size, grade, quality, or type, and compacted, baled, or packaged for shipment or delivery for the eventual manufacture of new products.

Repair-Oriented Use means a subset of uses in the Retail Repair, Sales, and Service use category that is primarily engaged in the provision of repair services to individuals and households rather than other businesses, but excluding vehicle and commercial repair services.

Uses in this use category include store offering repair of retail consumer goods excluding those repair services listed in the Vehicle Sales and Service use type, and including, but not limited to: appliances, bicycles, clocks, electronics, furniture, jewelry, locks and keys, musical instruments, office equipment, shoes, and watches. and other uses meeting the definition of Repair-Oriented Uses according to the Zoning Administrator.

Typical accessory uses include: Associated office and storage; Concession; Day care for children of employees; Food preparation and dining area; Minor utilities; and Single attached dwelling unit for caretaker.

Repetitive Loss Structure means a building covered by a contract for flood insurance that has incurred flood-related damages on two occasions in which the cost of the repair, on the average, equaled or exceeded 25 percent of the market value of the structure at the time of each such flood event; and at the time of the second incidence of flood related damage, the contract for flood insurance contains increased cost of compliance coverage.

Research and Development Laboratory means a building or group of buildings in which are located facilities for scientific research, investigation, testing, or experimentation, but not include facilities for the manufacture or sale of products, except as incidental to the main purpose of the laboratory.

Restaurant means a use category containing uses serving food and beverages where all service takes place within an enclosed building or accessory outdoor eating or food dispensing areas.

Uses in this use category include: Candy or ice cream shop; Catering establishment; Coffee shop; Food delivery; Restaurant, sit-down; Restaurant, drive-in or drive-through; and Other uses that the Zoning Administrator interprets to be functionally similar to a use in this use category.

Typical accessory uses include: Associated office and storage; Drive-through facility; Minor utilities; Outdoor dining area; and Recreational facility.

Restaurant, Drive-In or Drive-Through means a restaurant located either within a coordinated development or situated in a stand-alone structure, that contains a drive-in or drive-through facility and customarily serves food in disposable containers.

Retail Repair, Sales, and Service means a use category containing establishments or individuals involved in the sale, lease, or rental of new or used products, or providing personal services or repair services to the general public. Refer to the definitions for repair-oriented, sales-oriented, and service-oriented uses.

RH means High-Density Residential Zoning District.

Right-of-Way Lines means lines which separate private property from dedicated public property containing or proposed to contain publicly owned street surfaces, curb and gutter, sidewalks and planted strips. Where a public street is designated on the major thoroughfare plan, all requirements of this chapter which relate to rights-of-way shall be measured from the indicated proposed right-of-way lines.

Riparian area relating to or situated on the banks of a river.

RL means Low-Density Residential Zoning District.

RM means Medium-Density Residential Zoning District.

Roof Sign means a sign erected or constructed, in whole or in part, upon or above the highest point of a building with a flat roof, the lowest portion of a roof for any building with a pitched roof, or above a parapet wall.

RR means Rural Residential Zoning District.

S

Sales-Oriented Use means a subset of uses in the Retail Repair, Sales, and Service use category that is engaged in selling goods or merchandise to the general public for personal or household consumption and rendering services incidental to the sale of such goods.

Uses in this use category include selling, leasing or renting consumer, home, and business goods including, but not limited to: alcoholic beverages; animal feed; antiques; appliances; art; art supplies; automobile and motorcycle parts and accessories; baked goods (retail); bicycles; books; building supplies; cameras; carpet and floor coverings; clothing; collectibles; computers; convenience goods; crafts; electronic equipment; electronic and mixed media; fabric; flowers; furniture; garden supplies; gifts or novelties; groceries; hardware; home improvement supplies; household products; jewelry; luggage; medical supplies; musical instruments; office supplies; pawned items; pets or pet supplies; pharmaceuticals; photographic supplies; picture frames; plants; postal supplies (non-governmental); printed materials; produce; school or teacher supplies; second-hand goods indoors; seeds; souvenirs; shoes; sporting goods; stationery; tobacco, electronic cigarettes, and related products; and toys; and other uses meeting the definition of Sales-Oriented Uses according to the Zoning Administrator.

Typical accessory uses include: Associated office and storage; Concession; Day care for children of employees; Food preparation and dining area; Minor utilities; and Single dwelling unit for caretaker.

Screening means the use of fences, decorative walls or other physical or structural enclosures or plant material to separate uses and hide from view materials which require screening. Screening shall be required for outside storage areas only when called for by the zoning ordinance. Fences, decorative walls or other physical or structural enclosures used for screening shall be opaque to obstruct view of storage materials, with the finished face facing outside, and shall be at least six feet in height with a maximum of eight feet in height. If plant materials are used for screening purposes, they shall be three to four feet in height at planting time and shall otherwise meet the same intent as stated for fencing, etc. with the exception of height described herein. Screening, including walls and plant material, for parking lots and garages adjacent to public streets may be a minimum of four feet in height rather than six feet as specified above for other types of screening.

Self-Service Storage means a use category containing facilities providing separate storage areas for personal or business use designed to allow private access by the tenant for storing or removing personal property.

Uses in this use category include: Boat or recreational vehicle storage; Mini-warehouse; and other uses meeting the definition of Self-Service Storage according to the Zoning Administrator.

Typical accessory uses include: Associated office and storage; Minor utilities; Moving vehicle rental; and Single attached caretaker's quarters.

Service-Oriented Uses means a subset of uses in the Retail Repair, Sales, and Service use category that provides non-medical services that are generally needed on a recurring basis, and generally require one-to-one interaction between the proprietor or employee and the customer in order to provide the service.

Uses in this use category include: Animal grooming; Barbershop or beauty, nail, skin care, or tanning salon; Day spa; Dry cleaning and pressing establishment; Funeral home or mortuary; Kennel; Laundromat; Massage establishment; Music, art, or photographic studio or classroom; Optician or optometrist; Photocopy, blueprint, and quick-sign service; Postal services (non-governmental); Psychic or medium; Tailor; Taxidermist; and Veterinarian (small animal); and other uses meeting the definition of Service-Oriented Uses according to the Zoning Administrator.

Typical accessory uses include: Associated office and storage; Concession; Day care for children of employees; Food preparation and dining area; Minor utilities; and Single dwelling unit for caretaker.

Setback means the minimum or maximum distance by which any building or structure must be separated from all lot lines.

Severe Repetitive Loss Structure means a structure that:

- (a) Is covered under a contract for flood insurance made available under the NFIP; and
- (b) Has incurred flood related damage;
 - (i) For which four or more separate claims payments have been made under flood insurance coverage with the amount of each such claim exceeding \$5,000, and with the cumulative amount of such claims payments exceeding \$20,000; or
 - (ii) For which at least two separate claims payments have been made under such coverage, with the cumulative amount of such claims exceeding the market value of the insured structure.

Shallow Flooding Area means a special flood hazard area with base flood depths from one to three feet where a clearly defined channel does not exist, where the path of flooding is unpredictable and indeterminate, and where velocity flow may be evident. Such flooding is characterized by ponding or sheet flow.

Shopping Center means commercial development of more than one retail sales or service establishment on a single parcel of common ownership attached by common walls or if located in separate buildings are interconnected by walkways and/or access ways, providing common parking facilities for all establishments, having multiple tenancy of a single or several large common structures, and otherwise present the appearance of one continuous commercial area.

Short-Term Rental means the provision of a dwelling unit, a guest room or accommodation space within the dwelling unit, or any accessory building that is suitable or intended for transient occupancy for dwelling, sleeping, or lodging purposes and is offered in exchange for a charge for the occupancy.

Sidewalk Sign means a sign not affixed to a building, structure, vehicle, or the ground. This includes, but is not limited to, A-frame signs, otherwise known as sandwich boards and chalkboard signs. Sidewalk signs do not include a flag or banner.

Sign Area means the area which encloses the extreme limits of the intended communicated information.

Sign Face means the area or surface which displays the intended communicated information.

Sign Height means the vertical distance from the ground at the sign's foundation to the highest point of the sign.

Sign means any device (writing, letter work or numeral, pictorial presentation, illustration or decoration, emblem, symbol or trademark, figure, or character) visible to and designed to communicate information to persons in a public area. The term "sign" does not include devices specifically for drive-thru patrons.

Sign, Access means a freestanding on-premise sign located at the entry or exit of a vehicle use area that may or may not give exit or entry directions or facility information.

Sign, Advertising means a freestanding sign used for off-premise advertising also known as a billboard.

Sign, Awning means a sign placed directly on the surface of an awning. Awning signs are wall signs.

Sign, Canopy (Freestanding) means a multi-sided overhead structure supported by columns, but not enclosed by walls. The surface(s) and or soffit of a freestanding canopy may be illuminated by means of internal or external sources of light.

Sign, Canopy (Attached) means a multi-sided overhead structure or architectural projection supported by attachment to a building on one or more sides and either cantilevered from such building or also supported by columns at additional points. The surface(s) and/or soffit of an attached canopy may be illuminated by means of internal or external sources of light. Similar to a Sign, Marquee.

Sign, Directory means an outdoor sign listing and identifying the occupants within retail centers, industrial centers, office complexes, institutional campuses (e.g. medical center, hospital, etc.), and other multi-tenant mixed-use or nonresidential sites.

Sign, Hanging means a sign that is suspended over a walkway or a sidewalk, street, or other public right-of-way.

Sign, Marquee means a permanent roof-like structure suspended over a walkway or a sidewalk, street, or other public right-of-way, constructed of rigid materials that is supported by and extending from the facade of a building and which is designed to include manual or electronic changeable copy.

Sign, Menu Board means a sign erected in conjunction with a use that incorporates a drive-through or drive-in generally used to provide service or product options and pricing for customers in a vehicle or on foot.

Sign, Monument means any freestanding sign having a low profile and made of masonry, metal, rounded wood planks or beams, durable plastic or similar materials, including individual lettering, which repeat or harmonize with the architecture of the establishment it serves. Monument signs must be built on a monument base as opposed to a pole base.

Sign, Projecting means any sign, other than a wall sign, affixed perpendicular to a building and supported only by the wall on which it is mounted.

Sign, Pylon means a freestanding sign that is affixed to one or more pylons or poles, designed so that the combined width of the poles or pylons is at least 50 percent of the width of the sign face.

Sign, Snipe means a prohibited temporary sign or poster affixed to a fence, pole, post, hydrant, bridge, another sign, public bench, street light or any tree, rock, or other natural object.

Sign, Wall means any sign attached to, painted upon, and erected parallel to the face of the outside wall of a building and supported by such wall or building.

Sign, Window means a sign attached or painted on the surface of, located on the interior of, or flashing through a window.

Site Plan means refer to article D for site plan review.

Small Cell Facility means a wireless telecommunications facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six cubic feet in volume, or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than six cubic feet and (ii) all other wireless equipment associated with the facility has a cumulative volume of no more than 28 cubic feet, or such higher limit as is established by the Federal Communications Commission. The following types of associated equipment are not included in the calculation of equipment volume: electric meter, concealment, telecommunications demarcation boxes, back-up power systems, grounding equipment, power transfer switches, cut-off switches, and vertical cable runs for the connection of power and other services.

Social Service means a use category containing uses that primarily provide treatment of those with psychiatric, alcohol, or drug problems; transient housing related to social service programs; and housing for individuals legally confined.

Uses in this use category include: Correctional facility, not owned or operated by the government; Domestic abuse, homeless, or youth shelter; Drug, alcohol, or psychiatric treatment center, in-patient; Halfway house; Soup kitchen; and other uses meeting the definition of Social Service according to the Zoning Administrator.

Typical accessory uses include: Associated office and storage; Class rooms; Day care for children of employees or clients; Dormitory; Food preparation and dining facility; Library; Meeting space; Minor utilities; and Recreation facility.

Solar Panel Array means a method of generating electrical power by converting solar radiation into direct current electricity using semiconductors that exhibit the photovoltaic effect. Photovoltaic power generation employs a solar panel array that is composed of a number of solar cells containing a photovoltaic material.

Special Flood Hazard Area means the land in the floodplain subject to a one percent or greater chance of being flooded in any given year as determined in section 10-3-168 of this article.

Specified Anatomical Areas means (1) Less than completely and opaquely covered: (i) human genitals, pubic region, buttock; and (ii) female breast below a point immediately above the top of the areola. (2) Human male genitals in a discernibly turgid state, even if completely and opaquely covered.

Specified Sexual Activities means (1) Human genitals in a state of sexual stimulation or arousal. (2) Acts of human masturbation, sadomasochistic abuse, sexual penetration with an inanimate object, sexual intercourse or sodomy. (3) Fondling or other erotic touching of human genitals, pubic region, buttock or female breast.

Start of Construction means for other than new construction and substantial improvement, under the Coastal Barriers Resource Act (P.L.—97-348), means the date the building permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition; placement, substantial improvement or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction of a structure on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond the stage of excavation; or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling; nor does it include the installation of streets and/or walkways; nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms; nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For a substantial improvement, the actual start of the construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

Steep Slopes means natural slopes prior to land disturbance or construction that exceed 15 percent. Such slopes are measured as the rise in elevation over the horizontal distance between contour lines on a topographic map with a contour interval of five feet or less.

Story means excluding basements, a portion of a building for living between the surface of any floor and the surface of the floor next above it, or if there is no floor above it, the space between the floor and the ceiling next above it.

Street Frontage means the width of the lot measured along the line parallel to the street in which the lot is addressed. On corner lots with a curve connecting the intersecting streets, frontage shall be measured along the extended tangent to the point of intersection of the two streets.

Street means a public thoroughfare which affords the principal means of access to abutting property, including any avenue, place, way, drive, lane, boulevard, highway, road and any other thoroughfare except an alley which is designated or dedicated for public use.

Structural Alteration means any change in the supporting members of a structure, such as bearing walls or partitions, columns, beams, or girders.

Structure means anything constructed or erected, the use of which requires location on the premises or which is attached to something having location on the premises. For floodplain management purposes, it shall mean a walled and roofed building, including a gas or liquid storage tank, that is principally above ground, as well as a manufactured home.

Subdivider means the person, firm, association, organization, or corporation which holds legal title to land and subdivides it.

Subdivision means the division of a lot, tract or parcel of land into two or more lots, tracts or parcels, any of which are less than five acres in area for the purpose, whether immediate or future, of sale or of building development. (1) Division of land for agricultural purposes not involving the establishment of a new street or access easement shall be exempt from these regulations. (2) Industrial property shall be developed within the framework of this chapter. (3) The term "subdivision" includes resubdivision and, when appropriate to the context, shall relate to the process of subdividing or to the land subdivided.

Substantial Damage means damage of any origin sustained by a structure whereby the cost of restoring the structure to its before damaged condition would equal or exceed 50 percent of the market value of the structure before the damage occurred. It also means flood-related damages sustained by a structure on two occasions in a 10-year period, in which the cost of the repair, on the average, equals or exceeds 25 percent of the market value of the structure at the time of each such flood event.

Substantial Improvement means any reconstruction, rehabilitation, addition, or other improvement of a structure, the cost of which equals or exceeds 50 percent of the market value of the structure before the start of construction of the improvement. This term includes structures which have incurred substantial damage regardless of the actual repair work performed. The term does not, however, include:

- A. Any project for improvement of a structure to correct existing violations of state or local health, sanitary, or safety code specifications which have been identified by the local code enforcement official and which are the minimum necessary to assure safe living conditions, or
- B. Any alteration of a historic structure, provided that the alteration will not preclude the structure's continued designation as a historic structure.
- C. Historic structures undergoing repair or rehabilitation that would constitute a substantial improvement as defined above, must comply with all ordinance requirements that do not preclude the structure's continued designation as a historic structure. Documentation that a specific ordinance requirement will cause removal of the structure from the National Register of Historic Places or the state inventory of historic places must be obtained from the Secretary of the Interior or the state historic preservation officer. Any exemption from ordinance requirements will be the minimum necessary to preserve the historic character and design of the structure.

Support Structure means with regard to wireless telecommunications, any structure that may support a wireless telecommunications facility including but not limited to telecommunications towers, alternative support structures, and structures that may be attached to or on top of buildings and other structures.

T

Telecommunications means any transmission, emission or reception of signs, signals, sounds, voice, text, images, video, data, information or intelligence of any nature by wire, radio, optical or other electromagnetic systems.

Telecommunications Tower means any structure, except concealed wireless telecommunications facilities, designed, constructed, erected, repurposed or re-used for the sole or primary purpose of providing and supporting wireless telecommunications services.

Temporary Construction or Field Sales Office means a building or structure that is temporarily placed to aid in the process of managing a construction project.

Temporary Vendor means a use in which a person or persons sell retail goods for the purpose of purchase by consumers, whether immediately or by placing of orders for a limited duration of time.

Temporary Wireless Telecommunications Facility means a readily movable self-contained wireless telecommunications facility used to provide provisional wireless telecommunications services. An example is a cell on wheels (COW).

Traffic Control Device means a sign, signal, marking, or other device used to regulate, warn, or guide traffic placed on, over, or adjacent to a street, highway, private road open to public travel, pedestrian facility, or shared-use path by authority of a public agency or official having jurisdiction, or in the case of a private road open to public travel, by authority of the private owner or private official having jurisdiction.

Training Facility or Vocational School means an establishment, for profit or not, offering regularly scheduled instruction in technical, commercial or trade skills, such as but not limited to business, real estate, building and construction trades, electronics, computer programming and technology, automotive and aircraft mechanics and technology and similar types of instruction.

U

Unoccupied means a property on which all buildings are unused or not being used for a permitted activity.

Upper-Story Residential means a dwelling unit located above the first floor of a mixed use building type.

Utilities means a use category containing major or minor infrastructure that serves a site, a development, or the City at-large. Major Utilities include public or private infrastructure serving the general community, that may or may not be maintained or regulated by a public or municipal entity and possibly having on-site personnel. Minor Utilities include public or private infrastructure serving a limited area with no on-site personnel.

Major Utilities include: Electrical substation; Electric or gas generation plant; Solar panel array (wall- or ground-mounted and greater than 850 square feet); Telephone exchange and transformer or substation; Water storage tank; Wireless telecommunications facility; and Water treatment plant and other uses meeting the definition of Major Utilities according to the Zoning Administrator.

Minor Utilities include: Pumping or regulator stations; Small cell facility; Solar panel array (roof-mounted or ground-mounted 850 square feet or less); Stormwater retention or detention facility; Telecommunication antenna collocated on an existing structure; and other uses meeting the definition of Minor Utilities according to the Zoning Administrator.

Typical accessory uses include: Associated office and storage; Fleet maintenance; Minor utilities; and Storage structures.

V

Vacant means a property on which there is situated no structures.

Variance means a reasonable deviation from the provisions regulating the size, configuration or area of a street or other feature, when the strict application of the ordinance would result in unnecessary or unreasonable hardship to the property owner, and such need for a variance would not be shared generally by other properties, and provided such variance is not contrary to the intended spirit and purpose of the ordinance, and would result in substantial justice being done.

Vehicle Fuel Station means any building, structure, or land used for the dispensing, sale or offering for sale at retail of any vehicle fuels, oils, or accessories.

Vehicle Repair, Major means premises where mechanical, bodywork, major painting, or other similar work is performed on vehicles.

Vehicle Service, Minor means the replacement or repair of any vehicle part that does not require removal of the engine, transmission, or differential. Examples include dent repair, minor painting, upholstery, brake work, and oil changes.

Vehicle Sales and Service a use category containing establishments related to direct sales of and service to passenger vehicles, light, medium, and heavy trucks and equipment, and other motor vehicles such as motorcycles, boats, and recreational vehicles.

Uses in this use category include: Car wash; Heavy vehicular equipment sales, service, and repair; Rental or sales of manufactured homes, mobile homes, portable buildings, or trailers; Truck stop; Personal vehicle repair; Vehicle service; Vehicle fuel station; Vehicle sales, rental, and leasing; and other uses meeting the definition of Vehicle Sales and Service according to the Zoning Administrator.

Typical accessory uses include: Associated office and storage; Car wash; Concession; Food preparation and dining area; Fueling facility; Minor utilities; Sale of auto parts; and Towing.

Vehicle Sales means premises where the primary occupation is the sale or rental of any vehicle and can include ancillary service or repair of any vehicle. Such use may include the storage of inoperable vehicles for a period not to exceed 90 days.

Vehicle Use Area means an unenclosed area used by three or more vehicles of any type, moving or at rest, including, but not limited to, parking lots, loading and unloading areas, stacking lanes, access and circulation drives, driveways, and parking aisles.

Vehicle, Inoperable means any vehicle not capable of being used on public streets or roads and/or on which a state inspection and/or license is not displayed or has expired for more than 30 days.

Veterinary Clinic means an animal clinic that provides medical care for small animals, including, but not limited to: dogs, cats, and birds. This definition does not include the veterinary hospital use.

Veterinary Hospital means an animal hospital that provides medical care for large or livestock animals, including, but not limited to: horses, cows, sheep, goats, chickens, turkeys, ducks, and pigs.

This definition does not include the veterinary clinic use.

Violation means the failure of a structure or other development to be fully compliant with the community's floodplain management regulations. A structure or other development without the elevation certificate, other certifications, or other evidence of compliance required in the community's floodplain management regulations is presumed to be in violation until such time as that documentation is provided.

W

Warehousing and Freight Movement means a use category containing establishments involved in the storage or movement of goods for themselves, other firms, or individual consumers. Goods are generally delivered to recipients with little on-site sales activity to customers.

Uses in this use category include: Bulk storage, including cold storage plants, household moving and general freight storage, nonflammable liquids, and other retail and wholesale consumer goods sold in person or online; Food processing, packing, and distribution; Motor freight or truck terminal; Outdoor storage yard; Truck, tractor, trailer, or bus storage, parking yard, lot, or garage; and other uses meeting the definition of Warehousing and Storage according to the Administrator.

Typical accessory uses include: Associated office and storage; Day care for children of employees; Fleet maintenance; Food preparation and dining facility for employees; Fueling facility; Medical clinic for employees; Meeting space; Minor utilities; Outdoor storage yard; Recreation facility; and Single attached residential unit for caretaker.

Waste-Related Service means a use category containing establishments that receive solid or liquid wastes from others for treatment or transfer to another location and uses that manufacture or produce goods or energy from the large-scale composting of organic material.

Uses in this use category include: Animal waste processing; Composting facility; Landfill; Recycling facility; Tire recycling or retreading; and other uses meeting the definition of Waste-Related Use according to the Zoning Administrator.

Typical accessory uses include: Associated office and storage; Minor utilities; Fleet maintenance; Fueling facility; and Repackaging and shipment of byproducts.

Watercourse means a lake, river, creek, stream, wash, channel or other topographic feature on or over which waters flow at least periodically. Watercourse includes specifically designated areas in which substantial flood damage may occur.

Wholesale Trade means a use category containing establishments involved in the sale, lease, or rent of products to industrial, institutional, or commercial enterprises only. The uses emphasize on-site sales or order-taking and often include display areas. The business may or may not be open to the general public. Products may be picked up on-site or delivered to the customer.

Uses in this use category include: Contractor equipment sales and storage yard; Fuel sales, wholesale; Mail-order business; Sale or rental of machinery, equipment, heavy equipment, building materials, special trade tools, welding supplies, machine parts, electrical supplies, janitorial supplies, restaurant equipment, and store fixtures; Wholesale or auction of food, clothing, auto parts, or hardware; and other uses meeting the definition of Wholesale Trade according to the Zoning Administrator.

Typical accessory uses include: Associated office and storage; Associated showroom; Day care for children of employees; Fleet maintenance; Food preparation and dining facility for employees; Medical clinic for employees; Meeting space; Minor fabrication; Minor utilities; Product repair; Repackaging of goods; and Single residential unit for caretaker.

Wireless Telecommunications Facility means any unmanned facility established for the purpose of providing wireless telecommunications services. Such facilities can consist of one or more antennas and accessory equipment, equipment cabinets, telecommunications towers, concealed wireless telecommunications facilities, distributed antenna systems, industrial microcells, base stations, small cell facilities, or any combinations thereof. This definition does not apply to equipment for radio or television studios, facilities designed for amateur radio use, or for residential or household uses (i.e. consumer microcells, etc.).

Y

Yard means a space on the same lot with a principal building, open, unoccupied and unobstructed by buildings or structures from ground to sky except where encroachment and accessory buildings are expressly permitted herein.

Z

Zoning Administrator means see "Administrator."

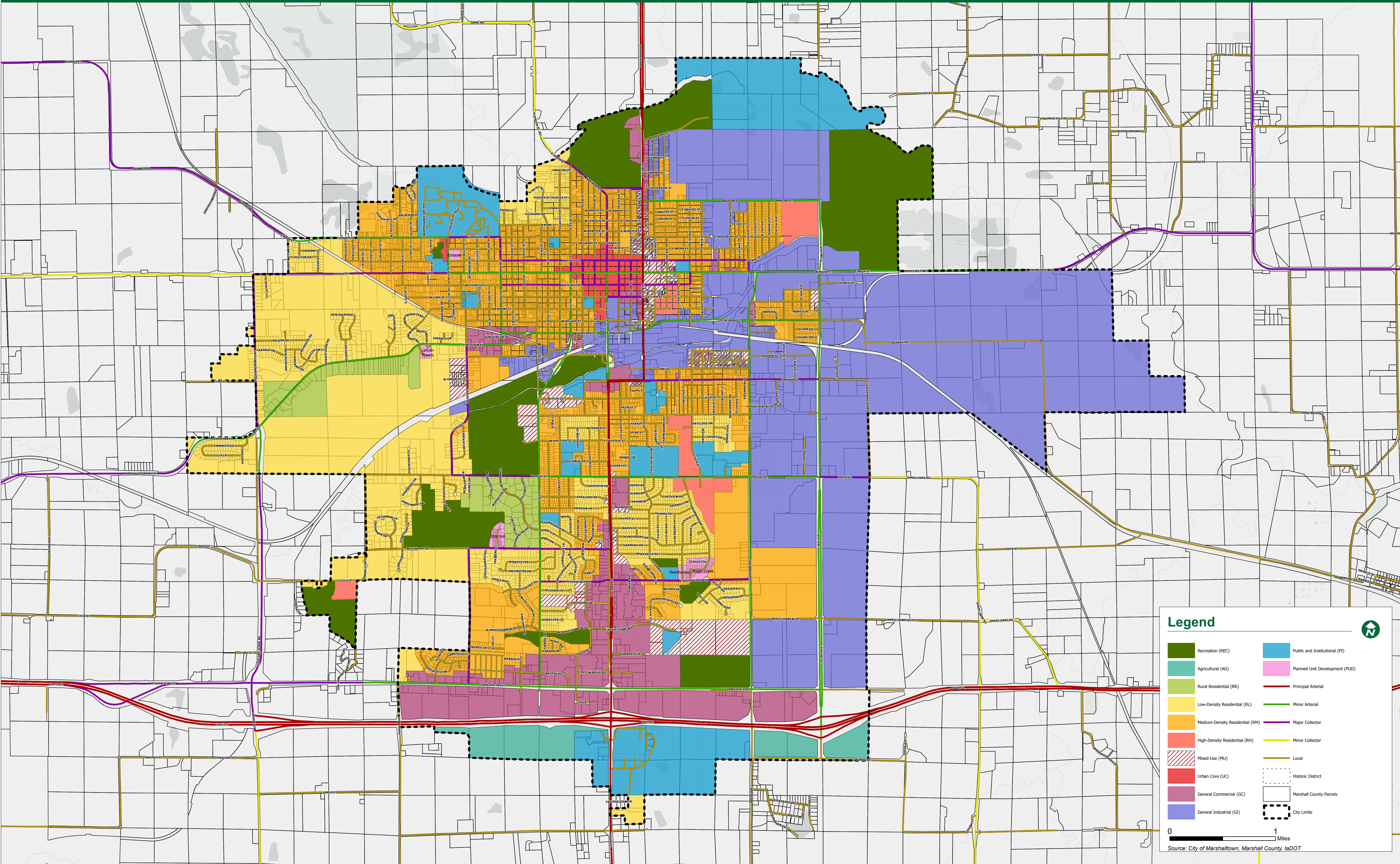
Zoning District means see "District."



MARSHALLTOWN
MORE THAN EVER

City of Marshalltown Zoning Map

March 2022



Legend

- | | |
|---------------------------------|--------------------------------|
| Recreation (REC) | Public and Institutional (PI) |
| Agricultural (AG) | Planned Unit Development (PUD) |
| Rural Residential (RR) | Principal Arterial |
| Low-Density Residential (RL) | Minor Arterial |
| Medium-Density Residential (RM) | Major Collector |
| High-Density Residential (RH) | Minor Collector |
| Mixed-Use (MU) | Local |
| Urban Core (UC) | Historic District |
| General Commercial (GC) | Marshall County Parcels |
| General Industrial (GI) | City Limits |

0 1 Miles
Source: City of Marshalltown, Marshall County, IaDOT

Links provided by Plan and Zoning Commissioner related to lighted signs.

https://www.mercersignconsultants.com/uploads/5/4/9/6/54961747/ussc_national_on_premise_sign_illumination_guideline_standards_may_3_2017_final_final.pdf

https://www.polcouncil.org/polc2/Signs_and_Billboards3_20141026.pdf

<https://pubmed.ncbi.nlm.nih.gov/32777558/>

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, REPEALING CODE SECTION 130.003 ASSEMBLIES, PARADES AND DEMONSTRATIONS AND ADOPTING A NEW CODE SECTION 130.003 PUBLIC USE AND SPECIAL EVENT PERMITS

WHEREAS, the City Council of the City of Marshalltown, Iowa, adopted ordinance 13149 to regulate Assemblies, Parades and Demonstrations and to Prescribe Penalties for Violations on June 13, 1977; and

WHEREAS, recommendations have been presented to the City Council to re-write the current code section 130.003 renaming it Public Use and Special Event Permits; and

WHEREAS, the City Council of the City of Marshalltown finds it is in the best interest of the City to amend code section 130.003 of the City Code of Ordinances.

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa is hereby amended by repealing code section 130.003 Assemblies, Parades and Demonstrations and enacting and adopting the following in its place:

§ 130.003 PUBLIC USE AND SPECIAL EVENT PERMITS.

(A) Required. It is unlawful for any person to be or be concerned in or join or participate in any assembly, meeting, concert, parade, or other exercise or display or demonstration upon any street, sidewalk or public ground, or other public places without a written permit issued to one or more of the participants thereof by the City Clerk.

(B) Contents of the online application can be completed on the City website. The application for a permit shall state the following:

- (1) The name, phone number, and email address of the applicant;
- (2) The sponsoring organization, if any
- (3) The exact location of the event or the exact starting and ending points of the parade as well as the exact route to be followed;
- (4) Exactly what provisions have been made for dispersal of the event or parade, so such may be accomplished reasonably;
- (5) What contingency plans exist to maintain order and to control the group if any;
- (6) The exact time the event or parade is to commence and terminate;
- (7) Devices or things that may produce noise, dirt, smoke, litter, or odor and the applicant's means of limiting, controlling, or removing such; and
- (8) If alcohol is requested at said event.
- (9) Such other and further information the City Clerk may request.

(C) Conditions. All such permits shall be issued on the express condition that all laws, statutes, or ordinances be observed and obeyed and that all activities be organized, peaceful and controlled. Applicants must adhere to State of Iowa event guidelines and licensing requirements.

(D) Restrictions. The Chief of Police may put such reasonable restrictions that he or she may deem necessary to preserve peace and order or promote traffic and pedestrian control, and generally protect the rights of others.

(E) Fees.

(1) The Public Works Division will drop off and pick up a stocked trailer with barricades, cones, and channelizers for small-scale events for a required fee as set by resolution. The organizer is responsible for setting up and taking down all barricades and equipment and returning them to the trailer after the event.

(2) The Public Works Division will drop off and pick up barricades, cones, and channelizers at requested drop points for large-scale events for a required fee as set by resolution. The organizer is responsible for setting up and taking down all barricades, cones, and channelizers and leaving them at the drop points after the event.

(3) The Chief of Police may bill for the use of equipment or extra-duty police personnel due to public use permits.

(2013 Code, § 21-2) (Ord. 13149, passed 6-13-1977) Penalty, see § 130.999

Section 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 4. That this ordinance shall be in full force and effect after its passage and publication as by law.

Passed this ____ day of _____, 2022, and signed this ____ day of _____, 2022.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____, 2022, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2022.

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

CITY CLERK'S OFFICE

Joel Greer, Mayor
Jessica Kinser, Administrator
Alicia Hunter, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

March 22, 2022

To: Mayor Joel Greer & Members of the City Council
From: Alicia Hunter, City Clerk
Re: Chapter 130 Permits

Policy Issue: Goal 3 / Objective 1 of the Strategic Plan: Review City-issued licenses and permits for necessity.

Recommendation: To amend Chapter 130 Assemblies, Parades and Demonstrations to reflect the Public Use and Special Event Permit requirements.

Background: The City Clerk issues permits for events held on public property. The application process is done through the City website. Applications are reviewed by department directors before issuing.

Attached is the suggested markup revision of the ordinance updating the title and changing the application process to the City Clerk not the Chief of Police. It also adds information about the special events trailer that is used for events.

Budget Impact: The current fee schedule has a \$100 deposit for barricades that is refunded upon return of barricades. This would be eliminated due the use of the special events trailer which has a \$150 fee or barricade drop off/pick up for large scale events of \$300.

The current fee schedule charges \$100 for a public use permit where there is alcohol which liquor licensing is not obtain. Staff recommend eliminating this fee as this would only occur in small scale neighborhood events which require the rental of the trailer.

Attachment: Markup revision of ordinance.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



MARSHALLTOWN

— I O W A —

CITY CLERK'S OFFICE

Joel Greer, Mayor
Jessica Kinser, Administrator
Alicia Hunter, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

March 23, 2022

To: Mayor Joel Greer & Members of the City Council
From: Alicia Hunter, City Clerk
Re: Chapter 118 Permits

Policy Issue: Goal 3 / Objective 1 of the Strategic Plan: Review City-issued licenses and permits for necessity.

Recommendation: To amend Chapter 118 with the attached revisions and to amend the fee schedule.

Background: Chapter 118 – Peddlers and Solicitors, outlines the permit requirements for a peddler, solicitors, or transient merchants. Staff recommend separating the currently combined application to two separate applications for Peddler/Solicitors and Transient Merchants since they have different requirements.

Currently, transient merchants are limited to selling only seven days or less during any calendar month. There is no restriction on peddler/solicitors. A State of Iowa food license is a requirement of our Transient Merchant permit and it does not have any sales restrictions. The city also does not have staff to monitor when Transient Merchants are operating. It is staff recommendation to eliminate the restriction on the number of days.

Currently, transient merchants are only allowed to operate on private commercial property. Staff would like to allow operation on public property with a new 24-hour license. This license would be in addition to an annual license.

The current fee schedule for all 3 permits is: \$200 per year, \$60 per month, \$25 per week, \$6 per day. Staff recommendations include the following: eliminating weekly and monthly rates; issuing Peddler/Solicitors licenses by the day and increasing the fee to \$10; issuing annual Transient Merchant licenses at the \$200 per unit that expire May 1st each year (the State of Iowa license is \$250); issuing annual Transient Merchant licenses for owners who also have a brick and mortar business at a reduced rate of \$25 annually; creating a new 24-hour public property transient merchant license at \$50 per day.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



Budget Impact:

License	Current Fee	New Fee
Peddler/Solicitor (per person)	\$6 per day	\$10 per day
Peddler/Solicitor (per person)	\$25 per week	N/A
Peddler/Solicitor (per person)	\$60 per month	N/A
Peddler/Solicitor (per person)	\$200 per year	N/A
Transient Merchant (per unit)	\$6 per day	\$50 per day
Transient Merchant (per unit)	\$25 per week	N/A
Transient Merchant (per unit)	\$60 per month	N/A
Transient Merchant (per unit)	\$200 per year	\$200 per year
Transient Merchant (with brick & mortar)	N/A	\$25 per year
24-hr Transient Merchant (on public/private property)	N/A	\$50 per day

Attachment: Chapter 118 Markup Revision

April 8, 2022

To: Mayor Joel Greer & Members of the City Council**From:** Alicia Hunter, City Clerk**Re:** Chapter 118 Permits

Further discussion was requested on this item regarding the approval of Transient Merchants in the Marshalltown Central Business District.

Suggested options for language for § 118.008 PERMITTED LOCATIONS.

(D) Requests to operate in the Marshalltown Central Business District will only be considered if it is at the request of a Main Street Business. Parking will only be permitted in front of said business with the 24-hour Transient Merchant license.

OR

(D) Transient Merchants are not allowed to operate on Main Street from 3rd Street to 3rd Avenue unless authorized as part of a special community-wide approved by the City Clerk referenced in § 118.003 CERTAIN EXEMPTIONS.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



CHAPTER 118: PEDDLERS, SOLICITORS, AND TRANSIENT MERCHANTS

Section

General Provisions

- 118.001 Definitions
- 118.002 License required
- 118.003 Certain exemptions
- 118.004 License application
- 118.005 Sales tax permit required
- 118.006 State food license required
- 118.007 License issuance
- 118.008 Permitted locations
- 118.009 Time restrictions
- 118.010 Permitted mobile facilities or vehicles
- 118.011 Fees
- 118.012 License display
- 118.013 License revocation; right to appeal
- 118.014 Transfer of license and limited use

- 118.999 Penalty

GENERAL PROVISIONS

§ 118.001 DEFINITIONS.

For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

PEDDLER. Any person who sells or offers for sale for immediate delivery goods or merchandise from house-to-house, business-to-business or upon public property.

SOLICITOR. Any person who solicits or attempts to solicit from house-to-house, business-to-business or upon public property an order for goods, subscriptions or merchandise to be delivered at a future date.

SPECIAL COMMUNITY-WIDE EVENT. Any event or community celebration for which a public use permit under § 130.003 of this code has been issued.

TRANSIENT MERCHANT. Any person, firm or corporation who engages in a merchandising business from a mobile facility (self-contained motorized or trailer) at any parcel.

(2013 Code, § 17-154) (Ord. 31, passed 8-14-1950; Ord. 14884, passed 3-14-2011; Ord. 14886, passed 6-27-2011)

§ 118.002 LICENSE REQUIRED.

Unless otherwise exempted by other provisions of this subchapter, any peddler, solicitor or transient merchant operating within the city without first obtaining a license for such

activity as herein provided, or operating in violation of the terms of the license, commits a simple misdemeanor subject to a fine.

(2013 Code, § 17-155) (Ord. 31, passed 8-14-1950; Ord. 14884, passed 3-14-2011; Ord. 14886, passed 6-27-2011) Penalty, see § 118.999

§ 118.003 CERTAIN EXEMPTIONS.

(A) The following shall be exempt from the license requirement:

- (1) Newspaper carriers;
- (3) Farmer's Market Vendors
- (4) armer and gardener stands selling agricultural products they have grown; and
- (5) Persons operating during special community-wide events, at the discretion of the City Clerk.

(2013 Code, § 17-155.1) (Ord. 14884, passed 3-14-2011; Ord. 14886, passed 6-27-2011)

§ 118.004 LICENSE APPLICATION.

A written application shall be filed with the City Clerk for a license under this subchapter unless exempted under § 118.003 of this chapter. Such application shall set forth the applicant's name; permanent and local address; business address, if any; local and permanent telephone number; email address, and recent photograph. The application also shall set forth the applicant's employer, if any, and the employer's address, telephone number, the nature of the applicant's business. An applicant for a license shall also provide a copy of a current Department of Criminal Investigations (DCI) background check. The application shall also set forth the locations of activities and the length of time requested to be covered by the license and be accompanied by current written permission from any property owner upon whose property a transient merchant will be operating, or whose property (including parking) will be affected by the transient merchant's operation. Transient merchants shall make the facility or vehicle available for visual inspection by the Fire Marshal or their designee at a reasonably convenient location.

(2013 Code, § 17-156) (Ord. 14884, passed 3-14-2011; Ord. 14886, passed 6-27-2011; Ord. 14997, passed 6-22-2020)

§ 118.005 SALES TAX PERMIT REQUIRED.

Before a license is issued under provisions of this subchapter, the applicant for license shall submit to the City Clerk for inspection and copying a state sales tax permit when taxable items are intended to be sold.

(2013 Code, § 17-156.1) (Ord. 14884, passed 3-14-2011; Ord. 14886, passed 6-27-2011)

§ 118.006 STATE FOOD LICENSE REQUIRED.

Before such license is issued under provisions of this subchapter, the applicant for license shall submit to the City Clerk a state food sales permit when applicable food items are intended to be sold.

(2013 Code, § 17-156.2) (Ord. 14886, passed 6-27-2011)

§ 118.007 LICENSE ISSUANCE.

If the City Clerk finds the application in conformity with the requirements of this subchapter, that all federal and state law requirements have been met, that the facts stated within the application are accurate, that the applicant has not committed a crime of violence, theft, fraud or dishonesty, other than simple misdemeanors, has committed no prior violations of this subchapter and is not a person required to register as a sex offender, the City Clerk shall issue a license upon payment of the applicable fee. The Clerk may rely upon the results of any routine background check without responsibility for verifying the accuracy of any information contained therein. The Chief of Police or City Attorney may authorize exceptions to criminal histories based on circumstances such as the number of years since the charge. State of Iowa Division of Criminal Investigation background checks are valid for one year.

(2013 Code, § 17-157) (Ord. 14884, passed 3-14-2011; Ord. 14886, passed 6-27-2011)

§ 118.008 PERMITTED LOCATIONS.

- (A) Peddler or solicitor licenses are issued for use in locations across the city without restrictions.
- (B) Transient merchants issued an annual license are permitted to operate only on paved portions of private commercial property locations as identified on the application. A license must be obtain even if the transient merchant is operating on their own commercial property..
- (C) Transient merchants issued a 24-hour license are authorized to operate on public or private property locations as approved on the application.

(2013 Code, § 17-157.1) (Ord. 14884, passed 3-14-2011; Ord. 14886, passed 6-27-2011)
Penalty, see § 118.999

§ 118.009 TIME RESTRICTIONS.

- (A) Peddler or solicitor licenses allow peddling activities in residential area only between the hours of 9:00 a.m. and 7:00 p.m., Monday through Saturday.
- (B) Transient merchant licenses issued for private commercial properties shall be allowed at all times, Sunday through Saturday, upon proper showing that the owner of the location where sales occur consents to use of its business premises for that purpose and that neither traffic or nearby residents will be adversely affected.

(2013 Code, § 17-157.2) (Ord. 14884, passed 3-14-2011; Ord. 14886, passed 6-27-2011; Ord. 14932, passed 9-8-2014) Penalty, see § 118.999

§ 118.010 PERMITTED MOBILE FACILITIES OR VEHICLES.

- (A) Mobile vendors shall operate only from facilities or vehicles which are structurally sound, in good repair and appearance, with no visible rust or damage. Adequate waste disposal receptacles shall be conveniently provided for customer use. No waste or garbage shall be allowed to accumulate on the exterior of the facility or vehicle. All grease shall be disposed of lawfully. Electrical connections shall be outdoor rated with functioning ground fault interrupters (GFIs) and no extension cords shall cross any sidewalk or public access.

(B) Electrical connections across any sidewalk or public access shall be made by proper underground wiring method in compliance with the National Electric Code (NEC).

(C) Vendors shall be in compliance with Chapter 91: Fire Prevention and Protection of this code.

(2013 Code, § 17-157.3) (Ord. 14886, passed 6-27-2011; Ord. 14997, passed 6-22-2020) Penalty, see § 118.999

§ 118.011 FEES.

(A) Except as provided in § 118.003 of this chapter, every applicant for a license under this subchapter shall pay the fee, set by Council resolution, before a license shall be issued.

(B) A peddler or solicitor license shall be issued by the day.

(C) A transient merchant license shall be issued annually for operation on private commercial property and shall expire May 1st of each year.

(1) Transient merchants who also have a brick and mortar operation shall be issued an annual license for operation on private commercial property.

(D) A 24-hour transient merchant license may be issued for operation on public or private property.

(2013 Code, § 17-158) (Ord. 14884, passed 3-14-2011; Ord. 14886, passed 6-27-2011)

§ 118.012 LICENSE DISPLAY.

(A) Each solicitor or peddler shall, at all times while doing business in the city, keep in his or her possession and display upon request of any city official, peace officer or prospective customer, the license issued pursuant to this subchapter, and shall, upon the request of prospective customers, exhibit the license as evidence that they have complied with all requirements of this subchapter.

(B) Each transient merchant shall publicly and visibly display the license at its temporary place of business.

(C) Licenses issued to any entity under the provisions of this subchapter are not transferable in any situation and grants authority only to the entity filing the application. (2013 Code, § 17-159) (Ord. 14884, passed 3-14-2011; Ord. 14886, passed 6-27-2011)

§ 118.013 LICENSE REVOCATION; RIGHT TO APPEAL.

(A) If the licensee, in the application for the license or in the course of conducting his or her business, has made incorrect or fraudulent statements, or has conducted his or her business or activity in an unlawful manner, or violated an ordinance or statute, including placement of illegal signage, or if the licensee has conducted his or her business in such manner as to endanger the public welfare or safety, the City Clerk may revoke any license issued under this subchapter. If a license is revoked the licensee is not eligible for reimbursement of any portion of the license fee.

(2013 Code, § 17-160)

(B) The licensee may appeal the revocation of the license to the City Council at its next regularly scheduled meeting by filing with the Clerk a written request for an appeal to the

City Council. The City Council may affirm, modify or reverse its decision or the decision of the Clerk to revoke such license.

(2013 Code, § 17-160.1)

(Ord. 14884, passed 3-14-2011; Ord. 14886, passed 6-27-2011)

§ 118.014 TRANSFER OF LICENSE AND LIMITED USE.

No license provided for in this chapter shall be transferred without the consent of the Mayor endorsed thereon in writing. No license issued under this chapter shall include more than one separate place and independent place of business of a transient merchant or extend to or include more than one peddler under a single license.

(Ord. 15001, passed 8-12-2020)

§ 118.999 PENALTY.

(A) Any person violating any provision of this chapter for which no specific penalty is prescribed shall be subject to § 10.999 of this code of ordinances.

(B) (1) Anyone violating any of the provisions of §§ 118.001 through 118.013 of this chapter shall, upon conviction, be subject to the penalties as provided in §§ 10.999(A) and (B) of this code of ordinances.

(2013 Code, § 17-161)

(2013 Code, § 17-155)

(Ord. 31, passed 8-14-1950; Ord. 14884, passed 3-14-2011; Ord. 14886, passed 6-27-2011)

MARSHALLTOWN

IOWA

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Alicia Hunter
DATE: April 7, 2022
RE: Civic Plus Website Upgrades

Policy Issue: Use of Council-Designated LOST funds.

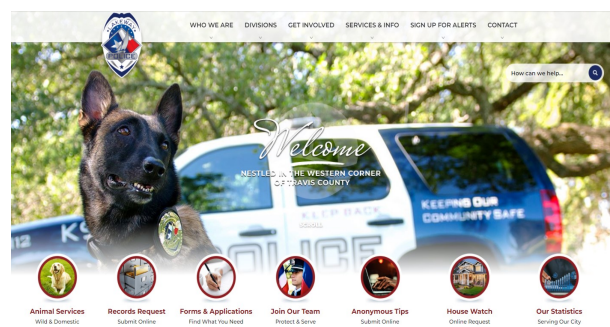
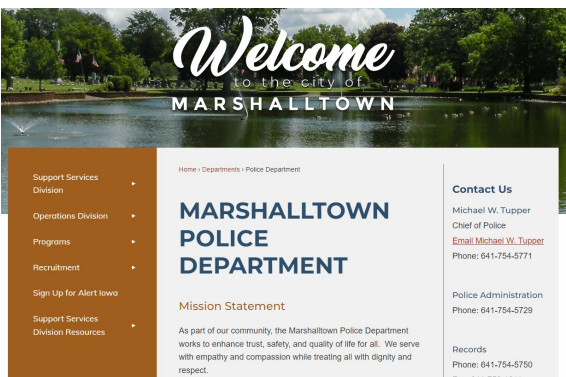
☐ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☒ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Objection 3: Improve communication of City programs and initiatives.

Recommendation: Approve use of LOST funds for website upgrades.

Budget Impact: Implementation fee \$12,867.75 from LOST, annual fee \$788 from department budgets.

Description/Background: The City's website is now 5 years old and we are in the process of a website redesign which is included in our original contract. There are enhancement options available. Staff would like to implement "Department Header" pages for Park and Recreation, the Police Department and the Fire Department. These header pages are like having a website within the website. Park and Recreation has a large amount of content and rental/program information that would benefit from its own "website". For the Police and Fire Department this is a recruitment tool. Many police and fire departments have their own websites enhancing functionality and appearance. It allows for graphic buttons, search bar, social media links, department specific pictures etc. Below is an example of our current page versus a Department Header page. Staff would like to implement this option utilizing LOST funds for the development fee. The departments would budget the yearly maintenance fee moving forward.



CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



**CivicPlus**

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Quote #:**Date:****Expires On:****Product:**

Q-23673-1

3/24/2022 1:50 PM

6/22/2022

CivicEngage

Client:

Marshalltown IA - CivicEngage

Bill To:

Marshalltown IA - CivicEngage

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Desiree Granstra	x	desiree.granstra@civicplus.com		Net 30

CivicEngage - Statement of Work

QTY	Product Name	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	Premium Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors; follows main site layout.		USD 0.00
1.00	Premium Department Header Annual Fee - CivicEngage	Premium Department Header Annual Fee- Police Department	Renewable	USD 788.00
1.00	Premium Department Header Implementation - CivicEngage	Premium Department Header Implementation- Police Department	One-time	USD 4,289.25
1.00	Premium Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors; follows main site layout.		USD 0.00
1.00	Premium Department Header Annual Fee - CivicEngage	Premium Department Header Annual Fee- Parks & Rec	Renewable	USD 788.00
1.00	Premium Department Header Implementation - CivicEngage	Premium Department Header Implementation- Parks & Rec	One-time	USD 4,063.50
1.00	Premium Department Header Package - CivicEngage	Page specific Site ID, Navigation, Banner, Graphic Links, Colors; follows main site layout.		USD 0.00
1.00	Premium Department Header Annual Fee - CivicEngage	Premium Department Header Annual Fee- Fire Department	Renewable	USD 669.80
1.00	Premium Department Header Implementation - CivicEngage	Premium Department Header Implementation- Fire Department	One-time	USD 4,515.00
Total Investment - Year 1			USD 15,113.55	
Annual Recurring Services - Year 2			USD 2,358.09	

Total Days of Quote:365

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the Marshalltown IA - CivicEngage Statement of Work signed by and between the Parties ("the Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.
2. Client will be invoiced for the Total Investment - Year 1 (the sum of one-time costs and a prorated portion of the Annual Recurring Services) upon signing and submission of this SOW. The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement.
3. Each year this SOW is in effect, a technology investment and benefit fee, as agreed to in the Agreement, will be applied to the Annual Recurring Services subscription fee.

Signature Page to follow.

Acceptance

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the Agreement terms and conditions

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Contact Information

*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

Organization

URL

Street Address

Address 2

City

State

Postal Code

CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for
ensuring CivicPlus has current updates.

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Emergency Contact & Mobile Phone

Billing Contact

E-Mail

Phone

Ext.

Fax

Billing Address

Address 2

City

State

Postal Code

Tax ID #

Sales Tax Exempt #

Billing Terms

Account Rep

Info Required on Invoice (PO or Job #)

Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [] or N []

Please list all external sources:

Contract Contact

Email

Phone

Ext.

Fax

Project Contact

Email

Phone

Ext.

Fax

MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Michael W. Tupper, Chief of Police
DATE: 7 April 2022
RE: Police Officer Recruitment Video Opportunity

Policy Issue: City policy requires governing body approval of contracts, agreements, contract amendments, and budgetary expenses.

☐ Goal 1: Expand and improve development	☒ Goal 3: Continually improve the City's organization & services
☒ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Produce and publish a police officer recruitment video for the City of Marshalltown.

Recommendation: Staff recommends council direct the police chief to partner with Altar Media to produce a police officer recruitment video.

Budget Impact: The police department requests the use of Local Option Sales Tax money to produce a police officer recruitment video with a budget not to exceed \$7,000.00.

Description/Background: The police department is working to develop and enhance police officer recruitment strategies. Many Iowa police departments are publishing professionally produced recruitment videos to assist with police officer hiring efforts. These videos can be effective in attracting quality police officer candidates. Recruitment videos can be utilized to advertise open positions online and via social media. Recruitment videos are effective tools in showcasing police departments and the communities they serve. Police department staff believes a professionally produced recruitment video will enhance department and city efforts to recruit police office candidates in a competitive and challenging employment market.

I have contacted Altar Media about this project and I have discussed our objectives for this effort.

Project Objectives:

1. Increase the public's understanding of the MPD's role in the community
2. Recruitment of high quality candidates for the MPD
3. Strengthen the MPD's relationship with their community
4. Share the MPD's commitment to building a diverse and local base of police officers

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



Altar Media has experience working with private organizations on a variety of promotional video and media projects. Altar Media has recently worked on a project in Marshalltown involving the Marshall County Arts and Culture Alliance. Altar Media produces high quality work. Altar Media has the ability to effectively meet our project objectives. I am working with them to establish a project budget but I am confident I can complete this work for less than \$7,000.00. Altar Media will produce and provide a quality video and high resolution photos as part of this project. The photos will assist with recruitment and future work associated with a website upgrade.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



MARSHALLTOWN

I O W A

Joel Greer, Mayor
Jessica Kinser, Administrator
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

TO: Mayor Greer and City Council
FROM: Jessica Kinser, City Administrator
DATE: April 7, 2022
RE: Request to Sell 308 S. 7th Ave.

Policy Issue: Discussion only on sale of a vacant lot

☐ Goal 1: Expand and improve development	☐ Goal 3: Continually improve the City's organization & services
☒ Goal 2: Enhance Marshalltown's public image	☐ Goal 4: Partner with others to improve quality of life

Specific Objective/Action: Obj 1: Eliminate blight throughout the community

Recommendation: To direct staff to start the process for property disposal to Mr. Yilek

Budget Impact: \$7,160 revenue to the D&D Fund (355)

Description/Background: The City acquired 308 South 7th Avenue through a 657A abandoned building case in 2021. The building was recently demolished as part of a demolition bid, and I have been contacted by a neighboring property owner to purchase the property. The Policy on the Disposal of Surplus Real Property allows the Council to accept fair market value without a competitive process (policy can be found at <https://www.marshalltown-ia.gov/DocumentCenter/View/7119/Policy-for-the-Sale-of-Surplus-Real-Property-2022>). The fair market value as of now is the assessed value of the land, which is \$7,160. Attached with this memo you will find the Assessor's report on the property and the written offer from Duane E. Yilek for \$7,160.

Based on the policy, I recommend the Council accept the offer and move forward with the process for disposal. This would include setting a public hearing on the disposal at the April 25th meeting and holding a public hearing at the May 9th Council meeting. The site restoration is not yet complete, so a payment from Mr. Yilek and a recording of a deed would not happen until the demolition project was closed out.

CITY COUNCIL

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



I Duane E Yilek Will PAY
\$17,160.00 For the Lot at

308. S 7th Ave.

When it ALL Clean UP.

Duane E Yilek

Summary

Parcel ID 8418-36-152-009
Alternate ID
Property Address 308 S 7TH AVE
 MARSHALLTOWN IA 50158
Sec/Twp/Rng N/A
Township/City N/A
Brief Tax Description N 1/3 LOTS 7, 8 & 9 BLK 5
 (Note: Not to be used on legal documents)
Class RESIDENTIAL
 (Note: This is for tax purposes only. Not to be used for zoning.)
Tax District Mtown City/Mtown/Mtown (640228)
School District MARSHALLTOWN SCH DIS
TIF District MARSHALLTOWN CITY/MARSHALLTOWN SCH/ESIDE UR TIF (450826)



Owner

Deed
[MARSHALLTOWN CITY OF](#)

Contract

Mailing Address
 CITY OF MARSHALLTOWN
 24 N CENTER ST
 MARSHALLTOWN, IA 50158

Land

Lot Area 0.25 Acres ; 10,800 SF

Valuation

	2022	2021	2020	2019	2018
Classification	RESIDENTIAL	RESIDENTIAL	RESIDENTIAL	RESIDENTIAL	RESIDENTIAL
+ Assessed Land Value	\$7,160	\$7,160	\$7,160	\$7,160	\$7,160
+ Assessed Building Value	\$0	\$0	\$0	\$0	\$0
+ Assessed Dwelling Value	\$18,120	\$18,120	\$17,330	\$17,330	\$15,850
= Gross Assessed Value	\$25,280	\$25,280	\$24,490	\$24,490	\$23,010
- Exempt Value	\$0	\$0	\$0	\$0	\$0
= Net Assessed Value	\$25,280	\$25,280	\$24,490	\$24,490	\$23,010

Residential Dwellings

Residential Dwelling	
Occupancy	Single-Family / Rental Unit
Style	1 1/2 Story Frame
Architectural Style	N/A
Year Built	1913
Roof	Asph / Gable
Flooring	Carpet / Lino
Foundation	Conc / Stn
Exterior Material	Siding on Sheathing
Interior Material	Plas / Panel
Brick or Stone Veneer	
Total Gross Living Area	975 SF
Attic Type	None;
Number of Rooms	6 above; 1 below
Number of Bedrooms	2 above; 0 below
Basement Area Type	1/2
Basement Area	192
Basement Finished Area	
Plumbing	1 Shower Stall Bath -3;
Appliances	
Central Air	No
Heat	FHA - Gas
Fireplaces	
Porches	1S Frame Enclosed (70 SF);
Decks	
Additions	1 Story Frame (322 SF);
Garages	

Notes

Title	Note
	LOT SIZE: 60 X 180

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
8/16/2021	LOIS ZAKEROLHOSSEINI & BRIAN MATTINGLY	CITY OF MARSHALLTOWN	202100004817	Court-ordered Sale	Deed		\$0.00
12/13/2017	MATTINGLY, ELDON ESTATE	ZAKEROLHOSSEINI, LOIS & MATTINGLY, BRIAN	201700007130	Exchange, trade, gift, transfer from Estate (Including 1031 Exchanges)	Deed		\$0.00
11/10/1998	MATTINGLY, LINDA (AKA RUTH L)	MATTINGLY, E ELDON	199800007723	Exchange, trade, gift, transfer from Estate (Including 1031 Exchanges)	Deed		\$0.00

Taxation

	2020 Pay 2021-2022	2019 Pay 2020-2021	2018 Pay 2019-2020
+ Taxable Land Value	\$4,039	\$3,943	\$4,075
+ Taxable Building Value	\$0	\$0	\$0
+ Taxable Dwelling Value	\$9,776	\$9,544	\$9,022
= Gross Taxable Value	\$13,815	\$13,487	\$13,097
- Exempt Value	\$0	\$0	\$0
- Military Credit	\$0	\$0	\$0
= Net Taxable Value	\$13,815	\$13,487	\$13,097
x Levy Rate (per \$1000 of value)	41.78009	41.74091	40.98273
= Gross Taxes Due	\$577.19	\$562.96	\$536.75
- Ag Land Credit	\$0.00	\$0.00	\$0.00
- Family Farm Credit	\$0.00	\$0.00	\$0.00
- Homestead Credit	\$0.00	\$0.00	\$0.00

- Disabled and Senior Citizens Credit	\$0.00	\$0.00	\$0.00
- Business Property Credit	\$0.00	\$0.00	\$0.00
= Net Taxes Due	\$578.00	\$562.00	\$536.00

Tax History

Year	Due Date	Amount	Paid	Date Paid	Receipt
2020	March 2022	\$289	No		19906
	September 2021	\$289	No		
2019	March 2021	\$281	Yes	6/23/2021	19944
	September 2020	\$281	Yes	11/18/2020	
2018	March 2020	\$268	Yes	6/1/2020	19937
	September 2019	\$268	Yes	11/21/2019	

Tax Statement

[Tax Statement](#)

Pay Property Taxes

[Click here to pay property taxes for this parcel.](#)

Iowa Land Records

[202100004817 \(8/16/2021\)](#)

[201700007130 \(12/13/2017\)](#)

[199800007723 \(11/10/1998\)](#)

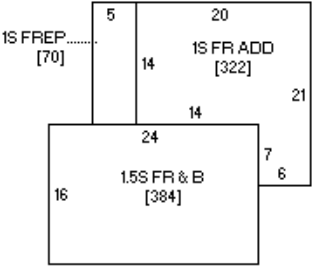
Map



Photos



Sketches



Recent Sales In Area

Sale date range:

From: 04/07/2020

To: 04/07/2022

Sales by Neighborhood

Sales by Subdivision

1500

F€



Sales by Distance

No data available for the following modules: DBA, Commercial Buildings, Agricultural Buildings, Yard Extras, Permits, BPTCs.

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MARSHALLTOWN

— I O W A —

City Administrator's Office

Joel Greer, Mayor
Jessica Kinser, Administrator
Alicia Hunter, City Clerk
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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: April 7, 2022
RE: Q1 Strategic Plan Update

Included in the packet is an update on the implementation plan portion of the Strategic Plan. Each year, I try to lay out timelines for actions that have fewer things happening in the first quarter of a calendar year, as budget consumes a lot of time and energy across the organization. The number of items with "no update" should not be alarming. Using the color-coded system of green being complete, yellow being delayed but in-process and red being incomplete/past due/unable to be completed, we are doing quite well through the first quarter of the year in accomplishing the items we set out to do. Below are two of the accomplishments I wanted to be sure to highlight because of the hard work, dedication, and commitment to change and improvement:

- Zoning Ordinance update- I cannot stress how important this step has been to our organization or the amount of hard work by Michelle, Caleb, and the Planning and Zoning Commission in advancing what is a once in a generation or longer type of change. This could not have happened without the Council committing LOST to support this project as well.
- Building Inspection/Fire Inspection Update- Addressing the retirement of the Building Official through a contracted service saved money in a tight budget and a few months in is showing to be an effective way to provide this service. Allowing certain fire inspections to be contracted out moves the community into an area where we have not been before in terms of life safety.

One other change I hope you noticed with this agenda packet was the inclusion of a new standardized memo format which is focused on the connection to the Strategic Plan. All departments will use this for non-discussion items as a way to ensure staff remains connected to the Strategic Plan as well as the City Council.

More actions will occur in the second quarter, with more green appearing on the next report. We are continuing to review the key indicators for each goal, which we will try to review and update for the second quarter update.

City Council

Al Hoop, Gabriel Isom, Barry Kell, Mike Ladehoff,
Jeff Schneider, Gary Thompson, Dex Walker



GOAL 1: Expand and improve development in the community**Projected
Completion****Comments*****Objective 1: Support the Marshalltown Central Business District and development in Downtown***

Implement Downtown design standards	3/31/2022	Final zoning ORD reading on 4/11
Administer Catalyst Building grant program	4/30/2023	New end date of 6/30/23 approved by State
Administer the shared wall grant program	4/30/2022	New end date of 6/30/23 approved by State
Administer the Downtown Revitalization Grant	8/31/2024	Work w/ owners, RDG underway
Complete the State Street Reconstruction Project	12/31/2023	Bid to be awarded at May meeting
Complete City-owned demolition projects in the downtown	12/31/2022	Demolition underway; additional work in Q2
Create a plan for the temporary improvements/long term use of 21 W Main St	6/30/2022	Additional structural work needed; future Council discussion
Meet monthly with UPH to discuss future of downtown campus	Ongoing	Monthly meetings held in Q1 with UPH, Chamber
Partner with the Chamber to create redevelopment scenarios for hospital, vacant lots	12/31/2022	Met w/ developer-owner of UPH property on future uses
Continue funding for the MCBBD Incentive Grant Program	11/30/2022	No update
Create a Downtown Wayfinding Plan/color scheme with MCBBD	6/30/2022	No update

Objective 2: Support and promote commercial and industrial development

Construct the Edgewood/North 8th Avenue Extension	12/31/2022	Bids to be issued in Q2; new end date of 12/2023
Plat the Edgewood industrial area and sell available lots	12/31/2022	Will occur after street construction
Complete the selective rezoning of the Highway 14 Corridor	3/31/2022	Final zoning ORD reading on 4/11
Apply for a RAISE grant for the Highway 14 Corridor Improvements	7/1/2022	NOFO released; due on 4/14; application in process
Create Urban Renewal Area #7 for the Highway 14 Corridor (north of Bromley)	5/31/2022	Awaiting specific project discussion with Karl for process
Promote and support Water Works' plans for enhanced water production	12/31/2022	No update
Assist Water Works with grant writing as needed	12/31/2022	No update
Investigate industrial Wastewater Treatment Plant capacity enhancements	12/31/2022	Continued meetings w/ Fox and JBS on needs

Objective 3: Increase housing opportunities at all levels

Implement at least one new TIF residential district to support public infrastructure costs	12/31/2022	No update/no proposals for residential TIF
Create a program to support low-to-moderate income housing using both ARPA and TIF LMI funds	6/30/2022	Awaiting ARPA discussion in July
Support the Marshalltown Community Development Corporation (CDC)	Ongoing	No update
Implement ARPA-funded program for home repairs in low-income census tracts	6/30/2022	Awaiting ARPA discussion in July
Provide funding to 10 homes under the Chamber's new home buyer incentive	12/31/2022	Eligible permits issued; unsure of application/reimbursement
Support the Timber Creek Ridge Senior Housing project	5/31/2022	Emails from the developer; will be on April 11th meeting

Objective 4: Proactively prepare for development of all types

Construct Creekside Estates infrastructure	12/31/2022	CO approved; notice to proceed issued to Construct
Construct UnityPoint Health secondary access	12/31/2022	Awaiting land purchase by UPH
Construct South 7th Avenue extension (south of Olive Street)	12/31/2022	Developer completing ACOE work before project bid
Identify greenfield development locations and develop marketing info for locations	12/31/2022	No update
Work with the Chamber on the Industrial Site Certification process	12/31/2022	Staff gathering different ownership, utility data
Consider other infrastructure projects for development projects	Ongoing	No update/no requests received

GOAL 2: Enhance Marshalltown's public image	Projected Completion	Comments
Objective 1: Eliminate blight throughout the community		
Demolish 10 structures under the D&D program	12/31/2022	2 residential, 7 commercial est. completion by 6/30
Submit Lead Grant extension request to HUD	3/31/2022	Extension approved; new end date 9/30/23
Complete 25 projects under the HUD Lead Abatement grant program	12/31/2022	Projects underway; approval granted for higher dollar value
Apply for HUD Lead Abatement and/or Healthy Homes grant	12/31/2022	Next application will not happen until 2023 based on extension
Create and hold a training on citizen role in nuisance abatement	12/31/2022	No update/awaiting software changes
Implement the EPA Brownfield Grant, create ongoing Brownfield Program	8/31/2024	2 Phase 1 assessments underway; plan review by EPA; planning in-process
Objective 2: Design and construct capital projects which enhance the aesthetics of the community		
Complete the Pickleball Pocket Park	5/31/2022	Awaiting contractor return; add'l concrete work needed
Complete Elk Park Improvements	6/30/2022	To bid in Q2; completion by 12/31/22
Aquire land for Phase 2 of West End Park Master Plan	12/31/2022	Negotiations underway
Design, complete Peterson Park Improvements	12/31/2022	Design not started; end date now 2023
Design, complete Kiwanis Park Improvements	12/31/2023	Pending 2022 GO Borrowing
Implement Phase 1 of Riverview Park Master Plan (stormwater)	12/31/2023	Pending 2022 GO Borrowing
Design, complete Park 101 (101 West Main pocket park)	12/31/2023	\$250k funding committed in budget; awaiting demo
Implement enhancements at the Cartwright Farmers Market	6/30/2023	\$250k funding committed in budget; awaiting acquisition
Complete the installation of one monument entry sign as part of the Wayfinding Plan	9/30/2023	No update
Implement Riverview Park and Airport wayfinding signs	6/30/2022	Signs ordered; foundation work underway
Install wayfinding directional signs	6/30/2022	DOT reviewing plan before install
Install new park signs with park improvements	12/31/2022	No update
Complete the Freedom Rock-Skate Park trail connection	6/30/2023	Pending 2022 GO Borrowing
Complete railroad crossing safety/quiet zone improvements	12/31/2022	Awaiting plans/specs and UP approval; 3/31 consultation meeting
Design and bid the Center Street viaduct repair project	12/31/2022	Phase A submitted to UP in January; est Nov bid date
Complete the construction of the Airport Terminal/Hangar	2/28/2022	Substantial completion, but not ready for occupancy
Plan, design and bid SRF Sponsored project	12/31/2022	Projects still under consideration; kickoff meeting w/ partners held
Accept the recommendations of the Arts and Culture Master Plan	4/30/2022	Anticipate completed plan, Council presentation in Q2
Objective 3: Improve communication of City programs and initiatives		
Provide the Citizens Police Academy	5/30/2022	Academy currently underway
Provide the Citizens Fire Academy	11/30/2022	No update
Provide Budgeting 101 in-person and online	3/31/2022	Due date should be later; Finance working on this now
Identify other social media platforms for use and specify types of communication	9/30/2022	No update
Develop and implement a public campaign for stormwater education	12/31/2022	No update
Conduct the National Community Survey	12/31/2022	Agreement signed; work to start after 7/1/22
Promote notifications on City website to increase users	12/31/2022	No update; looking at success of QR code on postcard for future plan
Identify key City forms/materials for translation into most common languages	12/31/2022	No update
Recognize volunteer board and commission members for years of service milestones	12/31/2022	No update
Objective 4: Support positive community marketing		
Complete community marketing contracts with OnMedia, Vision Marshalltown	8/31/2022	Work continues; postcards, newspaper work next
Review the need for ongoing marketing contracts	7/31/2022	No update
Review the promotions and marketing agreement with the Chamber	6/30/2022	2 year agreement approved on 3/28
Continue to work with the Chamber, Vision Marshalltown on the More Than Ever initiative	Ongoing	Incorporating into website redesign

GOAL 3: Continually improve the City's organization & servicesProjected
Completion

Comments

Objective 1: Review policies, procedures, and ordinances for updates

Place an item on the November 2022 ballot to renew LOST through 6/30/35	11/30/2022	Legislation introduced not requiring election; monitoring
Complete the rewriting of the City's Zoning Ordinance	3/31/2022	Final zoning ORD reading on 4/11
Amend the Emergency Operations Plan to reflect changes from the derecho	6/30/2022	No update
Create Continuity of Operations Plan	9/30/2022	Finance working on cybersecurity portion
Collect data on odor levels in the community to determine if ordinance changes are needed	12/31/2022	No update
Adopt the International Property Maintenance Code for rental inspection changes	6/30/2022	No program changes proposed at this time
Review the Fire Code open burning as part of a discussion of odors in the community	12/31/2022	No update
Complete a stormwater rate study	6/30/2022	FY23 budget info provided; presentation/update in Q2
Review City-issued licenses and permits for necessity	6/30/2022	ORD approved for building moving; discussion on special events & peddler/solicitor/transient merchant
Create a policy for the incorporation of diversity, equity and inclusion in City operations	4/30/2022	No update
Create a taskforce to review City operations by department with a DEI policy	Ongoing	No update

Objective 2: Develop comprehensive plans for City infrastructure and improvements

Present an Annual Street Improvement Program to the City Council	6/30/2022	Awaiting ISU PCI update, likely by the end of 2022
Complete the sidewalk gap project near Anson and Fisher Elementary Schools	12/31/2022	Construction to start late spring/early summer
Fund and complete the sidewalk gap projects near Hoglan Elementary School	8/30/2023	Pending 2022 GO Borrowing
Complete first round of dangerous sidewalk abatement notices and repairs	12/31/2022	Developing cost estimates for City improvements; no notices in Q1
Complete new Finance space remodel in City Hall	6/30/2022	Work complete; move-in date not set
Investigate reuse of second story of City Hall	12/31/2022	No update

Objective 3: Recruit, retain, and train employees in order to maintain a successful workforce

Continue annual training days on Veteran's Day and Presidents Day	11/30/2022	President's Day used as training day
Issue an RFP for a consultant to review the non-bargaining wage scale if ILOC inadequate	9/30/2022	ILOC info not yet released
Continue monthly Safety Committee meetings	Ongoing	Monthly meetings held in Jan, Feb, Mar
Plan and implement communication methods that reach all City employees	Ongoing	No update
Conduct the National Employee Survey	12/31/2022	Agreement signed for 2023
Create a city-wide employee recognition program	12/31/2022	No update

Objective 4: Review existing functions for efficiencies

Convene a discussion on recreation programming in Marshalltown	6/30/2022	No update
Implement Energov update for website enhancements for developers/process improvement	6/30/2022	Data conversion complete; awaiting a test environment
Complete a LEAN process for Library donations	6/30/2022	Planned for May
Review Region 6 funding request "carevan"/Peoplerides	6/30/2022	Staff meeting w/ Region 6 prior to future Council discussion
Issue RFP and contract for Rental Inspection Services	6/30/2022	
Issue an RFP and contract for Building Official services	2/28/2022	Complete; work started 2/1/22
Issue an RFP and contract for Fire Inspection services	2/28/2022	Complete; work started 4/1/22
Issue an RFP for implementation of automated traffic enforcement (ATE)	3/31/2022	On hold; 2 bills impacting in legislature

Objective 5: Maintain a financially healthy organization

Present long term financial projections for the General Fund revenues and expenditures	3/31/2022	Upcoming at future Council meeting
Complete all insurance and FEMA-related reimbursements for 2020 derecho	12/31/2022	90% complete on insurance; all projects submitted to FEMA
Review City fees and charges	6/30/2022	Multiple discussions/actions in Q1; final FY23 review in Q2
Investigate the implementation of a franchise fee on gas and electricity	12/31/2022	No update
Consider the creation of new utilities to support specific functions- urban forest, street lights	6/30/2022	Discussion of urban tree and compost utility in Q1; movign forward in Q2
Pursue grant funding for City functions and projects	Ongoing	Grants written for State Street project

GOAL 4: Partner with citizens, for-profit, non-profit & others to improve quality of life

	Projected Completion	Comments
Objective 1: Partner with the Marshall County Arts and Culture Alliance/MPAC to promote public art in the community		
Discuss public art as part of the Airport Terminal project	6/30/2022	Awaiting final construction budget before discussion
Discuss public art as part of the State Street reconstruction	12/31/2022	Will work with Alliance on monument at State/Center
Support the Alliance's mural program	Ongoing	No update
Work with the Alliance to implement the Marshalltown Public Art Master Plan	Ongoing	Plan development underway; staff and Council reps on committee
Consider a policy with a set-aside for public art in City projects	9/30/2022	No update
Objective 2: Partner with Trails Inc. on trail-related initiatives		
Complete the replacement of bridges 2 through 5	12/31/2023	Design underway; bid letting estimated for Sept.
Maintain sharrows through the community on designated routes	9/30/2022	No update
Assist Trails Inc. with plan development and grant applications	Ongoing	TAP grant submitted in Q1
Review trail connectivity throughout Marshalltown and to Marshall County w/ Trails Inc.	12/31/2022	No update
Promote the fundraising efforts of Trails Inc.	Ongoing	No update
Initiate planning/fundraising for a trailhead for the Iowa River's Edge Trail	12/31/2022	No update
Hold annual meeting with Hardin County Trails Commission	12/31/2022	No update
Objective 3: Work with other entities on partnerships which benefit the community		
Continue the MPACT program with YSS	12/31/2026	Quarterly reports continue; agreement approved 12/27/21
Initiate a public nuisance tax sale with each annual tax sale	5/31/2022	No update
Review a list of County-held tax certificates to determine if reuse opportunities exist	12/31/2022	No update
Work with Water Works to identify/implement mutually beneficial projects	Ongoing	MWW providing contributions to Edgewood, State Street, Hwy 14
Meet quarterly with the County Board of Supervisors	Ongoing	Meeting scheduled for April 18th
Dispose of land to Fisher Governor Foundation and YMCA (acquired through DOT)	6/30/2022	Awaiting transfer to City from DOT
Implement the CDBG-Public Facilities grant with MICA for facility improvements	12/31/2023	Admin agreement signed, environmental review in Q1
Implement the CDBG-CV grant with Emergency Food Box for equipment	6/30/2023	Admin agreement signed, environmental review in Q1
Work with other entities to talk about diversity, equity, inclusion initiatives in Marshalltown	Ongoing	No update
Invite agencies part of official City projects/community initiatives to Council meetings	Ongoing	No update
Attend Marshall & Hardin County Coordinating Board for homelessness discussion	Ongoing	CA attended Jan, Feb meetings
Meet with community partner working on food scarcity	Ongoing	No update
Research neighborhood safety programs for implementation	6/30/2022	PD part of Ring neighborhood program