

Public Participation in a City Council Meeting:

The Public Comment portion of the meeting is the time to address the Mayor and City Council on topics not on the agenda. If a member of the public wishes to comment on an item on the agenda, they may do so while that item is being discussed by coming to the microphone and stating your name and address. Comments should be limited to 3 minutes or less and should be addressed to the Mayor and Council as a whole and not individually. Response from elected officials or staff is at the Mayor's discretion.

**CITY OF MARSHALLTOWN COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 WEST STATE STREET
AUGUST 26, 2024, 5:30 PM**

A. CALL TO ORDER**B. PLEDGE OF ALLEGIANCE****C. ROLL CALL**

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

D. PUBLIC COMMENT

Members of the public may make comments on any item 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 meeting laws.

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS**1. YEARS OF SERVICE - AUGUST**

- o Joa LaVille - Library - Youth Service Manager - 25 years
- o Ann Rolston - Library - Library Assistant - 15 years

F. CONSENT AGENDA**1. APPROVE MINUTES 08/12/24 MEETING AND BILL LIST
\$1,929,506.13**

Documents:

[2024-08-12_SIGNED Council Minutes.pdf](#)
[2024-08-26_BILL LIST_Summary.pdf](#)
[2024-08-26_BILL LIST Detail.pdf](#)

2. APPROVE ALCOHOL LICENSE RENEWALS

CASEY'S #3228, 916 E MAIN ST; HALEY'S DELI BARBECUE &
CATERING, 501 N 3RD AVE

3. RECEIPT OF BUILDING & TRADE PERMIT REPORT-JULY 2024

Documents:

[2024-08-26_CONSENT_Building Permit Report-July.pdf](#)
[2024-08-26_CONSENT_Trade Permit Report-July.pdf](#)

4. REAPPOINT CHAD GREENE TO THE SOLID WASTE COMMISSION, 9/1/24-9/1/30

5. RESOLUTION 2024-182 AUTHORIZING THE USE OF AUTOMATED TRAFFIC ENFORCEMENT FUNDS NOT TO EXCEED \$30,000.00 TO FUND THE POLICE DEPARTMENT PURCHASE OF PATROL RIFLES AND RELATED EQUIPMENT

Documents:

[2024-08-26_2024_182 Resolution for Purchase of MPD Patrol Rifles and Relevant Accessory Equipment.pdf](#)
[2024-08-26_2024-182_Memo MPD 2024 Patrol Rifle Project.pdf](#)

6. RESOLUTION 2024-183 SETTING PUBLIC HEARING FOR AN AMENDMENT TO CHAPTER 156 ZONING: PARKING, LOADING, AND STACKING

Documents:

[2024-08-26_2024-183_Resolution Set PH CH 156 Parking.pdf](#)
[2024-08-26_2024-183_Memo Set PH CH 156 Parking.pdf](#)

7. RESOLUTION 2024-184 AUTHORIZING AIRPORT LP GAS AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN, IOWA AND MARSHALLTOWN AVIATION, INC.

Documents:

[2024-08-26_2024-184_Resolution LP Agreement.pdf](#)
[2024-08-26_2024-184_Memo_Airport LP Agreement.pdf](#)
[2024-08-26_2024-184_Airport LP Agreement.pdf](#)

8. RESOLUTION 2024-185 APPROVING CONTRACT CHANGE ORDER #4 FOR THE WPCP HEADWORKS AND DIGESTERS IMPROVEMENT PROJECT # WPC21001, A DECREASE OF \$11,946.11

Documents:

[2024-08-26_2024-185_Resolution Approving CO4 WPC Headworks_WPC21001.pdf](#)
[2024-08-26_2024-185_Memo_WPC 21-001 Headworks_CO4_24 08 26.pdf](#)
[2024-08-26_2024-185_WPC21001 - Change Order 4 to Council.pdf](#)

9. RESOLUTION 2024-186 SETTING A PUBLIC HEARING FOR THE VACATION AND CONVEYANCE AND TRANSFER OF TITLE OF THE NORTH-SOUTH ALLEY BETWEEN 406 AND 408 W MADISON STREET

Documents:

[2024-08-26_2024-186_Resolution Setting PH to Vacate and Convey Alley 406 and 408 W Madison.pdf](#)
[2024-08-26_2024-186_Memo Request to Purchase ROW 08.12.24.pdf](#)
[2024-08-26_2024-186_Written Requests to Purchase.pdf](#)

G. MOTIONS

- 1. MOTION TO APPROVE 5-DAY ALCOHOL LICENSE WITH OUTDOOR SERVICE FOR LUCKY WIFE WINE SLUSHIES FOR OKTEMBERFEST 9/26-9/29**
- 2. MOTION TO APPROVE 5-DAY CLASS C RETAIL ALCOHOL LICENSE WITH OUTDOOR SERVICE FOR MIDNIGHT BALLROOM RODEO AT THE FAIRGROUNDS 10/5**

H. RESOLUTIONS

- 1. RESOLUTION 2024-187 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE MARSHALLTOWN WEST HIGH STREET & SOUTH 6TH STREET INTERSECTION IMPROVEMENT PROJECT #STR24001 IN THE CITY OF MARSHALLTOWN, IOWA IN THE AMOUNT OF \$62,702.20 TO CON-STRUCT INC.**

Documents:

[2024-08-26 2024-187 Resolution Accepting Bid](#)

[STR24001 6th and High.pdf](#)
[2024-08-26_2024-187_Memo_STR24001 6th and High Award.pdf](#)
[2024-08-26_2024-187_STR24001 Bid Tabulation Sheet_24 08 14.pdf](#)

2. PUBLIC HEARING & RESOLUTION 2024-188 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE RIVERVIEW PARK IMPROVEMENT PROJECT #PRK23001, IN THE CITY OF MARSHALLTOWN, IOWA

Documents:

[2024-08-26_2024-188_Resolution Approve Plans, Specs Riverview Park.pdf](#)
[2024-08-26_2024-188_PRK23001_Memo on Order Construction Riverview Park Improvements.pdf](#)
[2024-08-26_2024-188_Riverview Park Phase One - Final Plans.pdf](#)

3. PUBLIC HEARING AND RESOLUTION 2024-189 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF THE EAST HALF OF 510 EAST MAIN STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RMB COOPERATIVE

Documents:

[2024-08-26_2024-189_Resolution Approving Conveyance 510 E Main St.pdf](#)
[2024-08-26_2024-189_Memo PH for Sale 510 E Main St-East Half.pdf](#)
[2024-08-26_2024-189_File 2024-00002827_QCD 510 East Main Street \(West Half\) 07.19.24.pdf](#)

I. ORDINANCES

1. ORDINANCE 15090 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 157 (LAND SUBDIVISION REGULATIONS)

3RD READING

Documents:

[2024-08-26_ORD 15090_CH 157 Land Subdivision Amendment MDB 7.9.24 \(SCL 7.12.24\).pdf](#)
[2024-08-26_ORD 15090_Memo for 1st Reading of Amendment to Chapter 157.pdf](#)

2. ORDINANCE 15091 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA

CHAPTER 156: ZONING FOR PARKING, LOADING AND STACKING

1ST READING

Documents:

[2024-08-26_ORD 15091_Chapter 156 Parking Amendment \(SCL 8.19.24\).pdf](#)
[2024-08-26_ORD 15091_Memo Chapter 156 Amendment Parking.pdf](#)

J. DISCUSSION

1. DISCUSSION - CHAPTER 72 PARKING RULES AMENDMENT

Documents:

[2024-08-26_DISCUSSION_Chapter 72 Parking Rules_CLEAN.pdf](#)
[2024-08-26_DISCUSSION_Chapter 72 Parking Rules_Current Version.pdf](#)
[2024-08-26_DISCUSSION_Memo CH 72 Parking Rules.pdf](#)
[2024-08-26_DISCUSSION_Memo CH 72 03.25.24.pdf](#)

K. CLOSED SESSION - REAL ESTATE

Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. The City of Marshalltown has an attorney-client relationship with Lynch Dallas P.C., by Council Resolution 2022-161, approved 06/13/22.

There may be council action by motion following the closed session if directed by the city's attorney.

L. ADJOURNMENT

MISSION STATEMENT

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

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



MARSHALLTOWN
MORE THAN EVER

COUNCIL PROCEEDINGS
AUGUST 12, 2024

Mayor Greer, called the meeting to order at 5:30 p.m., August 12, 2024, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call—Present: Fonseca, Kell, Ladehoff, Mitchell, Nichols, Schneider, Thompson. Public comments for items not on the agenda were provided. Mayor, Council, and Administrator comments were provided. The Oath of Office and badging ceremony was done for firefighter Jefferson Simms.

CONSENT AGENDA

Motion by Schneider, second by Ladehoff to adopt the consent agenda: APPROVE MINUTES 07/22/24, 08/05/24 MEETINGS AND BILL LIST \$1,473,462.51; APPROVE ALCOHOL LICENSE RENEWALS FOR LEGENDS, 2902 S CENTER ST, THE FLYING ELBOW, 229 N 13TH ST, GOLDEN LAND ASIAN FOOD, 11 E STATE ST, CASEY'S 1009 W LINCOLNWAY, CASEY'S 108 IOWA AVE W; APPROVE CIVIL SERVICE NEW HIRE LIST - PARKING AND CODE ENFORCEMENT OFFICER; RESOLUTION 2024-170 ALLOWING OPEN CONTAINERS ON DESIGNATED PUBLIC WAYS FOR THE 13TH STREET DISTRICT HARVEST MARKET AND CONCERT EVENT ON SEPTEMBER 6, 2024; RESOLUTION 2024-171 ALLOWING OPEN CONTAINERS ON PUBLIC WAYS FOR OKTEMBERFEST EVENTS, SEPTEMBER 26-29, 2024; RESOLUTION 2024-172 SETTING A PUBLIC HEARING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF THE EAST HALF OF 510 E MAIN STREET TO RMB COOPERATIVE; RESOLUTION 2024-173 SETTING DATE FOR PUBLIC HEARING ON URBAN RENEWAL PLAN AMENDMENT FOR THE MARSHALLTOWN URBAN RENEWAL AREA NO. 3; RESOLUTION 2024-174 AUTHORIZING THE PURCHASE OF A 2025 POLARIS RANGER FOR USE IN THE STREET DIVISION IN THE AMOUNT OF \$19,000 AND DECLARING ASSET 7039, A 2012 JOHN DEERE GATOR, SURPLUS FOR DISPOSAL THEREOF; RESOLUTION 2024-175 ORDERING CONSTRUCTION OF THE RIVERVIEW PARK IMPROVEMENT PROJECT #PRK23001, SETTING PUBLIC HEARING ON PROPOSED PLANS, SPECIFICATIONS, FORM OF CONTRACT AND ESTIMATED COST AND DIRECTING PUBLICATION OF NOTICE TO BIDDERS; RESOLUTION 2024-176 REPEALING A MORATORIUM ON PERMITS FOR ACCESSORY SOLAR PANEL ARRAYS; RESOLUTION 2024-177 APPROVING THE 2024 UPDATE OF THE FTA TITLE VI PROGRAM FOR MARSHALLTOWN MUNICIPAL TRANSIT (MMT); RESOLUTION 2024-178 TO CHANGE THE FUNDING SOURCE FOR THE LOCAL MATCH REQUIREMENT FOR THE CO2 REFRIGERATION SYSTEMS ECONOMIC DEVELOPMENT ASSISTANCE CONTRACT FROM LOCAL OPTION SALES TAX FUND TO ECONOMIC DEVELOPMENT GIFT FUND; RESOLUTION 2024-179 AUTHORIZING THE CLOSURE OF FUND 952 SURETY BONDS/DEPOSITS AND TRANSFER REMAINING FUNDS TO FUND 110 ROAD USE TAX. Motion carried 7-0.

MOTIONS

Motion by Schneider, second by Ladehoff to approve a 5-DAY SPECIAL CLASS C RETAIL ALCOHOL LICENSE WITH OUTDOOR SERVICE FOR THE 13TH STREET DISTRICT HARVEST MARKET EVENT ON 9/6/24. Motion carried 7-0.

Motion by Ladehoff, second by Schneider to approve a 5-DAY SPECIAL CLASS C RETAIL ALCOHOL LICENSE WITH OUTDOOR SERVICE FOR THIRSTY PIGS LLC FOR OKTEMBERFEST EVENTS 9/26-9/29. Motion carried 7-0.

RESOLUTIONS

Mayor Greer opened a public hearing at 5:56 pm for APPROVING THE REAL ESTATE EXCHANGE AGREEMENT AND PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF CITY OWNED PROPERTY TO THE MARSHALLTOWN COMMUNITY SCHOOL DISTRICT. No written or public comments were received. The public hearing was closed at 5:58 pm. Motion by Nichols, second by Ladehoff to adopt RESOLUTION 2024-180 APPROVING THE REAL ESTATE EXCHANGE AGREEMENT AND PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE OF CITY OWNED PROPERTY TO THE MARSHALLTOWN COMMUNITY SCHOOL DISTRICT. Motion carried 7-0.

Mayor Greer opened a public hearing at 5:59 pm for APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE WEST HIGH STREET & SOUTH 6TH STREET INTERSECTION IMPROVEMENTS PROJECT #STR 24001, IN THE CITY OF MARSHALLTOWN, IOWA. No written or public comments were received. The public hearing was closed at 6:00 pm. Motion by Schneider, second by Nichols to adopt RESOLUTION 2024-181 APPROVING PLANS, SPECIFICATIONS, FORM OF CONTRACT AND COST FOR THE WEST HIGH STREET & SOUTH 6TH STREET INTERSECTION IMPROVEMENTS PROJECT #STR 24001, IN THE CITY OF MARSHALLTOWN, IOWA. Motion carried 7-0.

ORDINANCES

Mayor Greer opened a public hearing at 6:01 pm for ORDINANCE 15090 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 157 (LAND SUBDIVISION REGULATIONS). No written or public comments were received. The public hearing was closed at 6:02 pm. Motion by Schneider, second by Nichols to adopt the second reading of ORDINANCE 15090 TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 157 (LAND SUBDIVISION REGULATIONS). Motion carried 7-0.

DISCUSSION

Alicia Hunter, City Clerk reviewed a request from adjacent property owners to purchase the North-South alley between 406 W Madison St and 408 W Madison St. Motion by Schneider, second by Ladehoff to proceed with the process to sell the right-of-way. Motion carried 7-0.

Councilor Fonseca proposed the council implement a Tool Share Lending Program. Citizen Sharon Greer offered to donate hand tools for yard maintenance to those in need. Parks and Recreation will house the tools and provide check-out. Citizens will be required to sign a liability waiver and leave a refundable deposit at the time of check-out. Motion by Ladehoff, second by Fonseca for staff to implement the Tool Share Lending Program. Motion carried 6-1, Thompson dissenting.

Captain Stevenson presented a request to purchase 10 new patrol rifles for all sworn officers who desire to have access to the equipment. The current patrol rifles have been in service for approximately 15 years and require upgrading. Along with the purchase of 10 new rifles, the

current 9 rifles would be traded in for an upgrade. The Iowa Law Enforcement Academy also now offers Patrol Rifle Certification to recruits. The cost estimate is \$30,000 for the project. Motion by Ladehoff, second by Nichols to bring forward a resolution for the purchase utilizing Automated Traffic Enforcement revenue. Motion carried 7-0.

Cindy Kendall, Consultant, advised the current ordinance for Industrial Tax Abatement does not include all the current market developments that are allowed by the Iowa Code. Motion by Thompson, second by Nichols to bring forward an ordinance amendment to update the allowed developments. Motion carried 7-0.

CLOSED SESSION

Motion by Schneider, second by Fonseca to go into closed session pursuant to Section 21.5 subsection (1) paragraph (j) of the Code of Iowa to discuss the disposition of real estate where premature disclosure could be reasonably expected to change the price the governmental body would receive for Property 1-7. Motion failed 4-3, Mitchell, Nichols, Thompson dissenting.

ADJOURNMENT

The meeting adjourned at 6:43 p.m.

Respectfully Submitted,

Alicia Hunter

Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 08/26/24

Advertising

MGT of America/5 9,500.00

Buildings/Improvements

Menards/1 4.88

Consulting & Professional Fees

Bolton&Menk.Inc/2 53,524.00
Cook Appraisal/1 16,200.00
Health.Partners/1 12,174.36
MGT of America/1 7,130.32
Region 6/2 1,741.00
Snyder.Associat/2 51,000.00

Contracts

AAA.Septic/1 445.00
Airgas.U.S.A./1 195.00
BDH/1 973.49
BG.HVAC.INC/3 1,359.50
Boland.Recreati/1 77,551.00
Bolton&Menk.Inc/1 605.00
Brothers Clean/3 90,921.07
Cessford.Constr/2 454.68
Chamber.Commerc/1 25,000.00
City.Laundering/2 147.56
Construct/1 289,475.76
Cornerstone Com/1 30,242.59
EO Johnson Co/4 416.72
Hicklin Power S/1 19,000.00
Hutchinson Salt/4 69,541.61
IA.Dept.Insp.Ap/1 375.39
Impact.7G.Inc/3 23,064.45
Iowa.Hometown.S/1 105.00
KB Excavating L/2 2,182.64
Marco.Holdings/1 92.50
MarshalltownCBD/1 12,500.00
MCSD/2 1,977.89
Midw.Auto.Fire/3 600.00
Motorola Solut/2 1,000.00
Nagle,Signs/1 10,353.56
Prairie Waste/1 381.14
RDG.Planning/1 2,940.00
Region 6/3 3,996.00
Safe Building/1 6,760.00
Schendel.Pest.C/6 200.40
Servicemaster/1 1,934.00
Sprayer,Special/1 8,113.00
Steckelberg Vet/1 198.14
TOP.NOTCH.TREE./2 59,995.00
Tyler.Technolog/2 5,045.24
Van.Meter.Inc/1 3,186.00
Weblinx/1 1,100.00
WillardProperty/1 73,500.00
Xerox Corp/2 80.45

Equipment/Minor

Electric.Pump/1 2,462.00

Library Books

Baker & Taylor/39 4,333.90
BRODART.CO/15 2,050.26
Cengage.Learn/8 631.26
CenterPoint.Prn/1 314.01
Downtown Librar/1 17.00
Kids.Reference/1 243.53

Medical

Health.Partners/7 171,001.80
Hunter Lane LLC/2 1,160.88

Payroll.Net

Payroll/1 379,398.74

Refund/Reimbursed

Albee,D/1 42.38
Baker & Taylor/3 68.40
BRODART.CO/2 292.07
Hser, Jerry/1 7.99
Klaas, Patricia/1 86.89
Miller,G/1 25.42
Paw, Dah/1 17.99
Quigley,Danessa/1 78.05
Remster, Lynett/1 30.00
Rivera, Emmanue/1 22.41
Roe,A/1 64.50
Ruopp, Megan/1 15.00
Shadden, Paige/1 14.95
Taw, Paw/1 9.99

Service/Repairs

/0 2,857.00
Adventureland R/2 3,919.02
CIRO.DIIORIO LLC/1 3,706.50
Cline, Troy/13 5,701.00
Dept HHS/1 575.00
Do Art Product/1 600.00
Gentry,S/4 47,700.00
Global Paymt/1 1,339.73
Granite Telecom/25 1,806.12
IA.Treasurer/3 20,564.39
Impact.7G.Inc/1 3,570.00
LENZ,D/1 825.00
McAtee.Tire/1 880.00
Menards/1 47.99
MercyOne Occ/1 874.00
Milestone Outdo/1 462.00
Plumb.Supply/2 583.95
Push.Pedal.Pull/2 1,410.67
Quality.Srvcs.C/2 450.00
Seiler Instrum/1 674.00
T.S.Y.S./2 194.09
Verizon.Wireles/2 122.41
Volta Electric/1 1,572.50
WW.Grainger/1 12.96

Supplies/Parts

Acco Unlimited/2 3,241.75
Acme.Tools/1 269.00

BILL LIST 08/26/24

Arnold.Motor/6	1,151.92	ConsumersEnergy/3	389.19
Atlantic.Bottli/1	587.13	Mtwn.Wtrwrks/1	25.94
Barco.MuniProd/2	1,510.49	New.CenturyFS/1	13,301.68
BDH/1	55.00	WoodRiver.Enrgy/2	95.45
Biller.Press/1	1,795.30	Wage Assignment	
Bitumnous/4	2,062.77	American.Educa./1	64.41
Bobcat.Ames/1	476.11	Collection.Svs./5	1,228.86
City.Laundering/4	122.82	Colonial.Life/1	242.28
Cntrl.IA.Farm/3	289.48	Fidelity.Securt/2	464.35
Crop.Rite.Inc/1	105.50	I.R.S./6	98,667.76
CTI Ready Mix/8	4,803.75	IA.Treasurer/2	18,288.82
Electric.Supply/1	13.94	ICMA457Mission/10	12,791.18
Fastenal.Co/2	9.38	Johnson, Todd/1	25.00
Galls.LLC/7	880.93	TotalAdmin.Serv/4	6,928.51
Gervich.Sons/1	184.00	Total/468	1,929,506.13
Gillig.LLC/2	5,468.70		
Hawkins Inc/1	1,406.10		
Hogan.Mfg/1	70.43		
I.L.E.A./2	75.00		
IA.League.Citie/1	80.00		
In.Stitches/1	36.00		
Karl of Mtown/1	376.27		
Logan.Contract/1	145.45		
Marsh.Co.Engr/23	23,025.61		
Martin.Marietta/1	734.80		
McAtee.Tire/1	3,879.84		
Menards/20	668.07		
Midland.Scienti/10	3,098.18		
Mini Melts of A/1	1,558.20		
Motorola Solut/1	485.00		
Nagle,Signs/2	10,234.02		
Northern.Lights/1	758.60		
Nutrien.Ag.Sol/1	1,070.00		
Office.Express/2	2,943.60		
Park,K/1	1,567.50		
Quality.Srvcs.C/2	299.48		
Sign.Creations/1	50.00		
SMI.Co/1	1,779.00		
Spahn.Rose.Lmbr/2	55.02		
Thiesens.Supply/8	558.04		
TR/1	215.80		
Tri.State.Lock/1	6.00		
Vanwall Equip/1	65.05		
Worsfold, Kyle/1	41.00		
WW.Grainger/1	964.02		
Taxes Paid			
IA.Treasurer/1	339.30		
Travel/Training			
CottinghamButle/1	275.00		
Hawkeye.College/1	5,500.00		
Molitor,Jacob/1	93.53		
Sittig, Zachary/1	96.41		
Utilities			
Alliant.Energy/38	51,292.32		

BILL LIST 08/26/24

Account Number	Vendor Name	Description (Item)	Amount
001.4030.5342.000	AAA SEPTIC SERVICE INC	Parks rentals 8/18-9/17	\$ 445.00
001.4045.5607.000	Acco Unlimited	Aquatic Center liquid chlorinating solution	\$ 1,932.55
001.4045.5607.000	Acco Unlimited	Aquatic Center liquid chlorinating solution	\$ 1,309.20
363.2010.5718.000	ACME Tools	12V inspection camera	\$ 269.00
001.4041.5357.000	Adventureland Resort	100 group tickets- Summer Blast	\$ 2,879.28
001.4041.5357.000	Adventureland Resort	100 group tickets- Summer Blast	\$ 1,039.74
001.1050.5344.000	AIRGAS USA, LLC	Fire dept lease renewal 9/1/24-8/31/25	\$ 195.00
610.8015.5980.000	Albee, Deb	Sewer refund filled pool	\$ 42.38
001.1030.5481.000	Alliant Energy	2801 S 12th St EMG Sirens	\$ 24.57
001.2020.5481.000	Alliant Energy	NE corner S 1st Ave / Church St parking lot	\$ 28.37
001.4030.5481.000	Alliant Energy	Riverview Park east side	\$ 183.50
001.4030.5481.000	Alliant Energy	402 Woodland St Bath House	\$ 1,397.79
001.4030.5481.000	Alliant Energy	801 WOODLAND ST SHOP	\$ 57.14
001.4030.5481.000	Alliant Energy	602 W Merle Hibbs Blvd	\$ 21.04
001.4030.5482.000	Alliant Energy	402 Woodland St Bath House	\$ 53.88
001.4030.5482.000	Alliant Energy	Reunion Hall	\$ 33.53
001.4030.5482.000	Alliant Energy	905 E MAIN ST PARK SHOP	\$ 33.53
001.4030.5482.000	Alliant Energy	402 Woodland St Comm Bldg	\$ 34.35
110.2010.5481.000	Alliant Energy	2107 S Center St irrigation system	\$ 19.73
110.2010.5481.000	Alliant Energy	905 E Main PW Bldg	\$ 1,029.66
110.2030.5481.000	Alliant Energy	HWY 14 & HWY 30 St Lights	\$ 87.81
110.2030.5481.000	Alliant Energy	211 S 9th St Front Terrace	\$ 21.04
110.2040.5481.000	Alliant Energy	S Center St & W Berle	\$ 41.80
110.2040.5481.000	Alliant Energy	N 18TH AVE & E MAIN	\$ 29.98
110.2040.5481.000	Alliant Energy	13 S 13th St cnr Main St	\$ 45.58
110.2040.5481.000	Alliant Energy	S 12TH AVE E OLIVE ST	\$ 40.55
110.2040.5481.000	Alliant Energy	S Center St North of Mall	\$ 48.84
110.2040.5481.000	Alliant Energy	N 3rd Ave Cnr State	\$ 115.37
110.2040.5481.000	Alliant Energy	W Southridge Rd Cnr Center	\$ 40.72
110.2040.5481.000	Alliant Energy	S Center St Cnr Hibbs	\$ 44.09
110.2040.5481.000	Alliant Energy	Riverside Dr cnr 3rd Ave	\$ 33.14
110.2040.5481.000	Alliant Energy	502 E Southridge Rd	\$ 19.73
610.8015.5481.000	Alliant Energy	N 3rd Ave River Sign	\$ 21.31
610.8015.5481.000	Alliant Energy	Riverview Park liftstation	\$ 19.73
610.8015.5481.000	Alliant Energy	1001 Woodland St Water Pollution	\$ 35,067.48
610.8015.5481.000	Alliant Energy	JBS 402 N 10TH AVE	\$ 21.04
610.8015.5482.000	Alliant Energy	1001 WOODLAND ST DISP PLANT	\$ 2,509.85
610.8016.5481.000	Alliant Energy	608 Turner St Pump Station	\$ 546.19
610.8016.5481.000	Alliant Energy	S 12TH AVE CNR E MAIN	\$ 104.43
610.8016.5481.000	Alliant Energy	Marion St - WPCP	\$ 130.01
610.8016.5481.000	Alliant Energy	1511 Rolling Meadows Rd	\$ 334.35
610.8016.5482.000	Alliant Energy	1001 Woodland St Shed	\$ 33.53
690.8050.5481.000	Alliant Energy	905 E Main PW Bldg	\$ 686.44
740.8065.5481.000	Alliant Energy	301 N 18TH AVE LIFTSTATION	\$ 7,883.18
740.8065.5481.000	Alliant Energy	N 3rd Ave - WPCP	\$ 380.23
750.8070.5481.000	Alliant Energy	901 Woodland St Compost Pile	\$ 68.81
999.1121.000	American Education Services	Wage Withholding	\$ 64.41
001.1010.5565.000	Arnold Motor Supply	PD engine oil filters	\$ 72.59
001.1010.5565.000	Arnold Motor Supply	PD 513 freon	\$ 483.57
001.1050.5600.000	Arnold Motor Supply	Fire dept oil dry	\$ 220.85
110.2010.5565.000	Arnold Motor Supply	Street #9 ignition switch	\$ 17.10
110.2010.5565.000	Arnold Motor Supply	oil & dye injector	\$ 352.70
110.2010.5600.000	Arnold Motor Supply	starter fluid	\$ 5.11
760.8080.5608.000	ATLANTIC BOTTLING CO	Aquatic Center concession resale	\$ 587.13
001.4010.5342.000	B&G HVAC INC	Library urinal repair	\$ 144.22
001.4065.5342.000	B&G HVAC INC	Coliseum toilet repair	\$ 218.91
001.6050.5342.000	B&G HVAC INC	City restroom waterline repair	\$ 996.37
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 236.49
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 88.00
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 29.81
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 132.56
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 564.59
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 46.44
030.4010.5732.000	Baker & Taylor Inc	Adult non fiction or fiction books	\$ 32.36

030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	204.94
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	24.58
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	76.29
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	18.53
030.4010.5732.000 Baker & Taylor Inc	reference books	\$	25.78
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	16.52
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	205.43
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	32.09
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	51.27
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	16.80
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	245.77
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	21.99
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	137.57
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	17.10
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	505.25
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	7.79
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	79.01
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	250.11
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	132.54
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	124.27
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	176.64
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	19.20
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	11.99
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	14.99
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	16.53
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	28.78
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	75.51
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	11.39
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	395.04
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	11.39
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	17.10
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$	231.46
170.4010.5734.000 Baker & Taylor Inc	Christen memorial book	\$	17.10
170.4010.5734.000 Baker & Taylor Inc	Christen memorial book	\$	17.10
170.4010.5734.000 Baker & Taylor Inc	memorial book	\$	34.20
610.8016.5600.000 Barco Municipal Products Inc	Sewer dept fluorescent spray paint and flags	\$	906.29
740.8065.5600.000 Barco Municipal Products Inc	Sewer dept fluorescent spray paint and flags	\$	604.20
001.4010.5703.000 BDH INFORMATION TECHNOLOGY LLC	Library power cord, cables	\$	55.00
001.6070.5347.000 BDH INFORMATION TECHNOLOGY LLC	Veeam 10/16/24-10/15/25 City Hall Servers	\$	973.49
001.2020.5600.000 Biller Press	5000 yellow parking tickets	\$	1,795.30
110.2010.5617.000 Bitumnous Materials & Supply	Amiseal	\$	488.23
110.2010.5617.000 Bitumnous Materials & Supply	Amiseal	\$	549.25
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$	494.34
110.2010.5617.000 Bitumnous Materials & Supply	emulsified asphalt	\$	530.95
001.4030.5565.000 Bobcat of Ames	Tool Cat bearing	\$	476.11
030.4030.5750.000 BOLAND RECREATION INC	Timber Creek Playground - Sourcewell 183512	\$	77,551.00
340.4030.5342.000 Bolton & Menk Inc	Trail Redesign	\$	605.00
364.4030.5233.000 Bolton & Menk Inc	Water Plaza Construction Contract	\$	29,711.50
364.4030.5233.000 Bolton & Menk Inc	Riverview Park Phase 1 Design and Engineering	\$	23,812.50
030.4010.5732.000 Brodart Co	Juvenile and memorial books	\$	176.55
030.4010.5732.000 Brodart Co	Juvenile books	\$	38.22
030.4010.5732.000 Brodart Co	Juvenile books	\$	88.87
030.4010.5732.000 Brodart Co	Juvenile books	\$	108.32
030.4010.5732.000 Brodart Co	Juvenile books	\$	184.82
030.4010.5732.000 Brodart Co	Juvenile and memorial books	\$	221.46
030.4010.5732.000 Brodart Co	Juvenile books	\$	65.05
030.4010.5732.000 Brodart Co	Juvenile books	\$	26.54
030.4010.5732.000 Brodart Co	Juvenile books	\$	126.28
030.4010.5732.000 Brodart Co	Juvenile books	\$	44.13
030.4010.5732.000 Brodart Co	Juvenile books	\$	5.27
030.4010.5732.000 Brodart Co	Juvenile books	\$	64.17
030.4010.5732.000 Brodart Co	Juvenile books	\$	483.16
030.4010.5732.000 Brodart Co	Juvenile books	\$	58.07
030.4010.5732.000 Brodart Co	Juvenile books	\$	359.35
170.4010.5734.000 Brodart Co	Juvenile and memorial books	\$	200.00
170.4010.5734.000 Brodart Co	Juvenile and memorial books	\$	92.07
030.4030.5342.000 Brothers Cleaning Corp	Peterson Park Improvement Project	\$	44,425.82
030.4030.5342.000 Brothers Cleaning Corp	Change Order - Install the Shelter	\$	8,435.25

363.4030.5342.000 Brothers Cleaning Corp	Kiwanis Park Improvements	\$ 38,060.00
030.4010.5732.000 CENGAGE LEARNING INC	L-T books	\$ 58.48
030.4010.5732.000 CENGAGE LEARNING INC	L-T books	\$ 152.20
030.4010.5732.000 CENGAGE LEARNING INC	L-T books	\$ 29.24
030.4010.5732.000 CENGAGE LEARNING INC	L-T books	\$ 47.98
030.4010.5732.000 CENGAGE LEARNING INC	L-T books	\$ 83.96
030.4010.5732.000 CENGAGE LEARNING INC	L-T books	\$ 69.72
030.4010.5732.000 CENGAGE LEARNING INC	L-T books	\$ 97.46
030.4010.5732.000 CENGAGE LEARNING INC	L-T books	\$ 92.22
030.4010.5732.000 CENTER POINT LARGE PRINT	adult fiction or non fiction	\$ 314.01
001.4030.5565.000 CENTRAL IOWA FARM STORE INC	fuel tank	\$ 59.57
001.4030.5565.000 CENTRAL IOWA FARM STORE INC	tune up kit, SF400	\$ 128.96
001.4030.5565.000 CENTRAL IOWA FARM STORE INC	tune up kit, fuel system, fuel line	\$ 100.95
001.4030.5342.000 CESSFORD CONSTRUCTION COMPANY	Parks road stone	\$ 244.26
001.4030.5342.000 CESSFORD CONSTRUCTION COMPANY	Parks - roadstone	\$ 210.42
001.1099.5410.000 Ciro DiIorio Masonry & Landscaping LLC	apparatus bay floor joint sealant	\$ 3,706.50
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$ 23.30
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$ 124.26
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$ 20.24
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$ 20.24
690.8050.5132.000 CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$ 41.17
690.8050.5132.000 CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$ 41.17
001.1075.5261.000 Cline, Troy	1501 Summit St clean up	\$ 345.00
001.1075.5261.000 Cline, Troy	Landfill fee	\$ 295.00
001.1075.5261.000 Cline, Troy	109 S 7th Ave year clean up	\$ 575.00
001.1075.5261.000 Cline, Troy	landfill fee	\$ 100.00
001.1075.5263.000 Cline, Troy	601 E South St nuisance mowing	\$ 1,195.00
001.1075.5263.000 Cline, Troy	City owned nuisance /D&D properties-mow/trim	\$ 630.00
001.1075.5263.000 Cline, Troy	911 Jakeson St mow and trim	\$ 65.00
001.1075.5263.000 Cline, Troy	Nuisance abatement mowings	\$ 495.00
001.1075.5263.000 Cline, Troy	Nuisance abatement 2803 Nelson Rd-Hemlock clean up	\$ 330.00
001.1075.5263.000 Cline, Troy	landfill and chemicals	\$ 186.00
001.1075.5263.000 Cline, Troy	2 W Main St mow and trim	\$ 55.00
001.1075.5263.000 Cline, Troy	Nuisance abatement mowings	\$ 825.00
001.1075.5263.000 Cline, Troy	Nuisance abatement mowings	\$ 605.00
999.1121.000 COLLECTION SERVICES CENTER	Child Support	\$ 101.59
999.1121.000 COLLECTION SERVICES CENTER	Child Support	\$ 102.11
999.1121.000 COLLECTION SERVICES CENTER	Child Support	\$ 461.53
999.1121.000 COLLECTION SERVICES CENTER	Child Support	\$ 139.77
999.1121.000 COLLECTION SERVICES CENTER	Child Support	\$ 423.86
999.1133.000 COLONIAL LIFE	COLONIAL LIFE INSURANCE	\$ 242.28
363.2012.5342.000 CONSTRUCT INC	STR21004 State St Reconst 7/1/24-7/31/24	\$ 289,475.76
110.2030.5481.000 Consumers Energy Coop	City of Marshalltown	\$ 78.70
110.2030.5481.000 Consumers Energy Coop	City of Marshalltown	\$ 69.65
110.2040.5481.000 Consumers Energy Coop	City of Marshalltown	\$ 240.84
001.5020.5230.000 Cook Appraisal	TIF4 Appraisals City Owned Properties	\$ 16,200.00
132.5020.5342.000 Cornerstone Commercial Contractors Inc	Awarded Contract w/ Change Order #1 thru 7/26/24	\$ 30,242.59
001.1010.5475.000 Cottingham & Butler Insurance Services Inc	Civil service review - Police Chiefs	\$ 275.00
001.2080.5611.000 CROP RITE INC	Airport grounds herbicides	\$ 105.50
363.2010.5617.000 CTI Ready Mix Inc	Leland Ct & Joan Terrace	\$ 277.00
363.2010.5617.000 CTI Ready Mix Inc	Leland Ct & Joan Terrace	\$ 1,283.25
740.8065.5600.000 CTI Ready Mix Inc	6th Ave and May St storm sewer repair	\$ 1,239.00
740.8065.5600.000 CTI Ready Mix Inc	2nd and Main St	\$ 277.00
740.8065.5600.000 CTI Ready Mix Inc	2nd St and Main St storm sewer repair	\$ 365.50
740.8065.5600.000 CTI Ready Mix Inc	2nd St and Main St storm sewer repair	\$ 277.00
740.8065.5600.000 CTI Ready Mix Inc	507 Nicholas Dr storm sewer repair	\$ 454.00
740.8065.5600.000 CTI Ready Mix Inc	6th St and Nichols storm sewer repair	\$ 631.00
181.3040.5251.000 Dept of Health and Human Services	RAMP 3000 renewal fee 5/1/24-4/30/25	\$ 575.00
001.4010.5343.000 Do Art Productions	Comic book workshop/ guitar sing along	\$ 600.00
001.4010.5733.000 Downtown Library	Book replacement cost	\$ 17.00
610.8016.5412.000 ELECTRIC PUMP INC	repair on Rolling Meadows lift station	\$ 2,462.00
001.4030.5611.000 Electric Supply of Marshalltown	porcelain keyless light socket	\$ 13.94
001.4030.5344.000 EO Johnson Co Inc	PW Bldg copies	\$ 3.72
110.2010.5344.000 EO Johnson Co Inc	PW Bldg copies	\$ 21.09
184.5030.5344.000 EO Johnson Co Inc	Housing copies Contract KB-CONT3935-01	\$ 18.90
184.5030.5344.000 EO Johnson Co Inc	Housing copies Contract	\$ 373.01
610.8016.5600.000 FASTENAL COMPANY	Sewer dept safety glasses	\$ 5.63
740.8065.5600.000 FASTENAL COMPANY	Sewer dept safety glasses	\$ 3.75

999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$	137.05
999.1125.000	FIDELITY SECURITY LIFE INSURANCE CO	VISION INSURANCE	\$	327.30
001.1010.5132.000	GALLS LLC	PD employee clothing	\$	260.59
001.1010.5132.000	GALLS LLC	PD employee clothing	\$	371.89
001.1010.5132.000	GALLS LLC	PD employee clothing	\$	53.79
001.1010.5132.000	GALLS LLC	PD employee clothing	\$	24.47
001.1010.5132.000	GALLS LLC	PD employee button belt keepers	\$	15.53
001.1010.5132.000	GALLS LLC	PD expandable baton	\$	130.77
001.1050.5132.000	GALLS LLC	Fire dept employee name tag	\$	23.89
181.3040.5410.000	Gentry, Susan	Lead Hazard Reduction Program_1607 S 5th St	\$	6,875.00
181.3040.5410.000	Gentry, Susan	Lead Hazard Reduction Program_607 S 8th Ave	\$	27,375.00
181.3040.5415.000	Gentry, Susan	Lead Hazard Reduction Program_1607 S 5th St	\$	4,850.00
181.3040.5415.000	Gentry, Susan	Lead Hazard Reduction Program_607 S 8th Ave	\$	8,600.00
110.2010.5600.000	GERVICH & SONS INC	Street dept stock steel	\$	184.00
690.8050.5565.000	GILLIG LLC	Transit #101 equalizing beams, lift handles	\$	3,921.92
690.8050.5565.000	GILLIG LLC	pivot bushings	\$	1,546.78
001.4030.5215.000	Globalpayments	Park & Rec credit card fee	\$	1,339.73
001.1010.5450.000	Granite Telecommunications LLC	PD and Fire dept	\$	782.31
001.1050.5450.000	Granite Telecommunications LLC	PD and Fire dept	\$	260.77
001.1070.5450.000	Granite Telecommunications LLC	Building dept	\$	43.87
001.1071.5450.000	Granite Telecommunications LLC	Housing inspections	\$	43.87
001.1075.5450.000	Granite Telecommunications LLC	Nuisance dept	\$	43.87
001.4010.5450.000	Granite Telecommunications LLC	Library	\$	121.26
001.4030.5450.000	Granite Telecommunications LLC	Parks dept	\$	43.87
001.4040.5450.000	Granite Telecommunications LLC	Recreation dept	\$	43.87
001.4045.5450.000	Granite Telecommunications LLC	Aquatic Center	\$	87.73
001.4065.5450.000	Granite Telecommunications LLC	Coliseum	\$	121.26
001.6010.5450.000	Granite Telecommunications LLC	Mayor	\$	43.87
001.6012.5450.000	Granite Telecommunications LLC	City Administrator	\$	43.87
001.6020.5450.000	Granite Telecommunications LLC	City Clerk	\$	43.87
001.6021.5450.000	Granite Telecommunications LLC	911 calls reimbursed	\$	(600.00)
001.6021.5450.000	Granite Telecommunications LLC	Finance dept	\$	175.41
001.6025.5450.000	Granite Telecommunications LLC	Personnel	\$	43.87
110.2010.5450.000	Granite Telecommunications LLC	Street and Transit	\$	60.63
110.2040.5450.000	Granite Telecommunications LLC	Traffic/ Utility	\$	43.87
110.2060.5450.000	Granite Telecommunications LLC	Engineering	\$	87.73
181.3040.5450.000	Granite Telecommunications LLC	Lead Grant	\$	43.87
184.5030.5450.000	Granite Telecommunications LLC	Rent Assistance	\$	43.87
610.8015.5450.000	Granite Telecommunications LLC	WPCP/ Sewer dept	\$	60.98
610.8016.5450.000	Granite Telecommunications LLC	WPCP/ Sewer dept	\$	36.58
690.8050.5450.000	Granite Telecommunications LLC	Street and Transit	\$	60.63
740.8065.5450.000	Granite Telecommunications LLC	WPCP/ Sewer dept	\$	24.39
001.1010.5470.000	HAWKEYE COMMUNITY COLLEGE	ILEA Training 8/12-10/25/24	\$	5,500.00
610.8015.5600.000	Hawkins Inc	SBR/plant water chlorine tables	\$	1,406.10
884.7010.5230.000	Health Partners	Fees and premiums	\$	12,174.36
884.7010.5337.000	Health Partners	Fees and premiums	\$	28,024.64
884.7010.5339.000	Health Partners	Health claims 7/25-7/31	\$	43,777.17
884.7010.5339.000	Health Partners	Dental claims 7/25-7/31	\$	3,921.45
884.7010.5339.000	Health Partners	Health claims 8/01-8/07	\$	57,980.74
884.7010.5339.000	Health Partners	Dental claims 8/01-8/7	\$	3,460.38
884.7010.5339.000	Health Partners	claims 8/8-8/14	\$	6,314.20
884.7010.5339.000	Health Partners	claims 8/8-8/14	\$	27,523.22
110.2010.5750.000	Hicklin Power Sports LLC	2025 Polaris Ranger UTV	\$	19,000.00
690.8050.5565.000	Hogan Manufacturing Inc	Transit #101 connecting links, rivet washers	\$	70.43
001.4010.5980.000	Hser, Jerry	returned lost book	\$	7.99
881.1010.5339.000	Hunter Lane LLC	paid claims 8/1-8/15	\$	120.07
881.1050.5339.000	Hunter Lane LLC	paid claims 8/1-8/15	\$	1,040.81
110.2050.5622.000	Hutchinson Salt Co Inc	Medium Rock Salt	\$	42,822.02
110.2050.5622.000	Hutchinson Salt Co Inc	Medium Rock Salt	\$	11,547.55
110.2050.5622.000	Hutchinson Salt Co Inc	Medium Rock Salt	\$	9,369.71
110.2050.5622.000	Hutchinson Salt Co Inc	Medium Rock Salt	\$	5,802.33
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$	1,325.00
999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	269.23
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$	134.32
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$	1,075.00
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$	965.00
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417	\$	1,115.80
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$	4,067.23

999.1131.000	ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$	230.76
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$	1,256.92
999.1131.000	ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$	2,351.92
001.1010.5460.000	ILEA	patrol rifle instructor renewal	\$	175.00
001.1010.5460.000	ILEA	CR memo	\$	(100.00)
133.2900.5342.000	Impact 7G Inc	Brownfields Assistance Contract July 2024	\$	3,325.00
181.3040.5342.000	Impact 7G Inc	Lead Hazard Reduction Program 2023 April 2024	\$	14,221.25
181.3040.5342.000	Impact 7G Inc	Lead Hazard Reduction Program 2023	\$	5,518.20
181.3040.5415.000	Impact 7G Inc	Lead Hazard Reduction Program 2023	\$	3,570.00
001.1010.5132.000	In Stitches	PD sew on patches	\$	36.00
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	17,071.14
999.1101.000	INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$	27,879.06
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	6,711.48
999.1103.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$	31,823.26
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	4,938.86
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$	10,243.96
184.5030.5342.000	IOWA DEPT OF INSPECTIONS & APPEALS	Investigation services	\$	375.39
001.4065.5344.000	Iowa Hometown Security INC	Coliseum Fire alarm service call	\$	105.00
884.7010.5250.000	Iowa Individual Health Benefit Reinsurance Association	CY 2019 Assessment	\$	2,857.00
001.6011.5460.000	IOWA LEAGUE OF CITIES	Nuisance Abatement Conf- Nichols	\$	80.00
999.1166.000	Johnson, Todd	One citation paid , hold was not adjusted	\$	25.00
001.1010.5565.000	Karl of Marshalltown	PD Dodge Ram repairs	\$	376.27
140.4030.5611.000	KAY PARK-REC CORP	5 galvanized table frames	\$	1,567.50
140.4030.5342.000	KB Excavating LLC	Riverview Park backhoe work	\$	1,862.64
140.4030.5342.000	KB Excavating LLC	Riverview Park backhoe work	\$	320.00
030.4010.5732.000	KIDS REFERENCE COMPANY, INC	Juvenile books	\$	243.53
610.8015.5980.000	Klaas, Patricia	Sewer refund filled pool	\$	86.89
001.4010.5386.000	LENZ, DUANE	Library contract mowings	\$	825.00
363.2010.5600.000	LOGAN CONTRACTORS SUPPLY INC	50lb bag total patch	\$	145.45
001.6070.5342.000	Marco Holdings LLC	Phone number issue	\$	92.50
001.1010.5570.000	Marshall County Engineer	City fuel purchases	\$	143.99
001.1010.5570.000	Marshall County Engineer	City fuel purchases	\$	7,667.32
001.1050.5570.000	Marshall County Engineer	City fuel purchases	\$	208.26
001.1050.5571.000	Marshall County Engineer	City fuel purchases	\$	983.83
001.1071.5570.000	Marshall County Engineer	City fuel purchases	\$	38.76
001.1075.5570.000	Marshall County Engineer	City fuel purchases	\$	156.05
001.4030.5570.000	Marshall County Engineer	City fuel purchases	\$	1,234.71
001.4030.5571.000	Marshall County Engineer	City fuel purchases	\$	732.74
001.6050.5570.000	Marshall County Engineer	City fuel purchases	\$	125.46
110.2010.5570.000	Marshall County Engineer	City fuel purchases	\$	839.96
110.2010.5571.000	Marshall County Engineer	City fuel purchases	\$	2,433.58
110.2040.5570.000	Marshall County Engineer	City fuel purchases	\$	280.11
110.2060.5570.000	Marshall County Engineer	City fuel purchases	\$	122.45
110.2070.5571.000	Marshall County Engineer	City fuel purchases	\$	512.11
610.8015.5570.000	Marshall County Engineer	City fuel purchases	\$	417.50
610.8015.5571.000	Marshall County Engineer	City fuel purchases	\$	185.92
610.8016.5570.000	Marshall County Engineer	City fuel purchases	\$	491.02
610.8016.5571.000	Marshall County Engineer	City fuel purchases	\$	196.61
690.8050.5570.000	Marshall County Engineer	City fuel purchases	\$	124.65
690.8050.5571.000	Marshall County Engineer	City fuel purchases	\$	5,563.89
740.8065.5570.000	Marshall County Engineer	City fuel purchases	\$	108.28
740.8065.5570.000	Marshall County Engineer	City fuel purchases	\$	327.34
740.8065.5571.000	Marshall County Engineer	City fuel purchases	\$	131.07
001.5020.5331.000	MARSHALLTOWN CBD INC	FY25 Main Street program & TIF4 promotions 1st Qtr	\$	12,500.00
001.5020.5331.000	MARSHALLTOWN CHAMBER OF COMMERCE	FY25 TIF Economic Development 1st Qtr	\$	25,000.00
001.4041.5331.000	Marshalltown Community School District	Summer Blast trips	\$	1,175.02
001.4041.5331.000	Marshalltown Community School District	Summer Blast trips	\$	802.87
001.1099.5483.000	Marshalltown Water Works	Police and Fire bldg July-August	\$	25.94
110.2010.5620.000	MARTIN MARIETTA MATERIALS	Street dept asphalt emulsion	\$	734.80
690.8050.5410.000	MCATEE TIRE SALES & SERVICE INC	Transit tires and services	\$	880.00
690.8050.5565.000	MCATEE TIRE SALES & SERVICE INC	Transit tires and services	\$	3,879.84
001.1010.5600.000	MENARDS	PD staples, marking paint, washers, wind nuts	\$	121.51
001.4030.5611.000	MENARDS	pro marking white paint	\$	41.94
001.4045.5611.000	MENARDS	LED lights	\$	19.97
001.4045.5611.000	MENARDS	Pleat filters	\$	7.98
001.6050.5600.000	MENARDS	Hand soap for buildings	\$	3.25
001.6050.5611.000	MENARDS	Finance office blinds, marking paint	\$	33.92
001.6051.5410.000	MENARDS	Carnegie Bldg roof repair	\$	47.99

001.6051.5600.000 MENARDS	Hand soap for buildings	\$	3.25
110.2010.5600.000 MENARDS	Sign shop supplies	\$	11.69
110.2010.5600.000 MENARDS	Hand soap for buildings	\$	3.25
110.2010.5600.000 MENARDS	deep well tray liners and NPR panels	\$	39.31
110.2010.5600.000 MENARDS	Flusher truck parts	\$	35.37
110.2040.5600.000 MENARDS	Finance office blinds, marking paint	\$	8.49
110.2040.5600.000 MENARDS	batteries for locator	\$	25.98
140.4030.5611.000 MENARDS	Parks dept lumber	\$	242.58
363.2010.5600.000 MENARDS	pail for concrete	\$	3.19
363.2010.5600.000 MENARDS	concrete supplies	\$	30.30
363.2012.5776.000 MENARDS	Coliseum flag pole relocate materials	\$	4.88
610.8016.5612.000 MENARDS	cables for iPad	\$	11.32
690.8050.5600.000 MENARDS	Hand soap for buildings	\$	3.23
740.8065.5600.000 MENARDS	505 Friendly Dr subdrain treatment for roots	\$	13.99
740.8065.5612.000 MENARDS	cables for iPad	\$	7.55
001.1050.5151.000 MercyOne Occupational Health Clinic	Fire dept physical and or immunization	\$	874.00
001.1070.5210.000 MGT of America Consulting LLC	Recruitment & search Housing & Comm Dev Director	\$	475.00
001.1071.5210.000 MGT of America Consulting LLC	Recruitment & search Housing & Comm Dev Director	\$	475.00
001.5040.5210.000 MGT of America Consulting LLC	Recruitment & search Housing & Comm Dev Director	\$	5,700.00
121.6012.5230.000 MGT of America Consulting LLC	Recruitment & Search- City Administrator	\$	7,130.32
181.3040.5210.000 MGT of America Consulting LLC	Recruitment & search Housing & Comm Dev Director	\$	475.00
184.5030.5210.000 MGT of America Consulting LLC	Recruitment & search Housing & Comm Dev Director	\$	2,375.00
610.8015.5603.000 MIDLAND SCIENTIFIC INC	Lab - reagent bottl & pipette filler	\$	142.18
610.8015.5603.000 MIDLAND SCIENTIFIC INC	Lab-cadium, zinc,selenium, silver, potassium	\$	208.51
610.8015.5603.000 MIDLAND SCIENTIFIC INC	Lab - arsenic Aa standard	\$	30.95
610.8015.5603.000 MIDLAND SCIENTIFIC INC	Lab - ammonia& alkalinity standards	\$	196.71
610.8015.5603.000 MIDLAND SCIENTIFIC INC	Lab - filter paper	\$	621.80
610.8015.5603.000 MIDLAND SCIENTIFIC INC	Lab - filter cartridges	\$	486.44
610.8015.5603.000 MIDLAND SCIENTIFIC INC	Lab - polyseed NX CBOD caps	\$	348.34
610.8015.5603.000 MIDLAND SCIENTIFIC INC	Lab - polyvinyl alcohol, disp agent & probe stand	\$	131.10
610.8015.5603.000 MIDLAND SCIENTIFIC INC	Lab - nitric acid ACS & parafilm	\$	921.96
610.8015.5603.000 MIDLAND SCIENTIFIC INC	Lab - pipette filler	\$	10.19
001.1099.5344.000 MIDWEST AUTOMATIC FIRE SPRINKLER CO	Annual sprinkler inspection P&F bldg	\$	300.00
001.6050.5344.000 MIDWEST AUTOMATIC FIRE SPRINKLER CO	Annual Fire sprinkler inspections City Hall/ YSS	\$	150.00
001.6050.5344.000 MIDWEST AUTOMATIC FIRE SPRINKLER CO	Annual Fire sprinkler inspections City Hall/ YSS	\$	150.00
110.2010.5386.000 Milestone Outdoor Co	PW Bldg contract lawn care	\$	462.00
610.8015.5980.000 Miller, Gordon	Sewer refund 2024 filled pool	\$	25.42
760.8080.5608.000 Mini Melts of America Inc	Aquatic Center resale products	\$	1,558.20
001.1010.5464.000 Molitor, Jacob	NTOA Basic negotiator course meals	\$	93.53
001.1010.5344.000 Motorola Solutions Inc	PD repairs WGA00576	\$	500.00
001.1010.5344.000 Motorola Solutions Inc	PD repairs WGA00576	\$	500.00
001.1010.5718.000 Motorola Solutions Inc	PD - SHIRT SPRING CLIP, WITH LATCH, 28" COIL	\$	485.00
030.4030.5718.000 Nagle Signs Inc	Peterson Park Sign	\$	5,117.01
030.4030.5750.000 Nagle Signs Inc	Park Signs - Anson, Mega-10, Judge, Farmers Market	\$	10,353.56
363.4030.5718.000 Nagle Signs Inc	Kiwanis Park Sign	\$	5,117.01
001.2080.5484.000 NEW CENTURY FS INC	2024/2025 LP Gas Prepay Contract	\$	13,301.68
760.8080.5608.000 NORTHERN LIGHTS DISTRIBUTING	Parks resale products	\$	758.60
690.8050.5565.000 NUTRIEN AG SOLUTIONS INC	Transit Mobil Delvac 1 drum	\$	1,070.00
001.6011.5702.000 OFFICE EXPRESS	Council Chambers Chairs	\$	2,569.70
001.6021.5702.000 OFFICE EXPRESS	chair for acct specialist	\$	373.90
001.4010.5980.000 Paw, Dah	returned lost book	\$	17.99
Payroll Payroll	Payroll 17	\$	379,398.74
001.6051.5410.000 Plumb Supply	Carnegie Bldg mens bathroom toilet	\$	350.31
001.6051.5410.000 Plumb Supply	Carnegie Bldg toilet repair	\$	233.64
610.8015.5342.000 Prairie Waste Solutions	July '24 screening removal #2	\$	381.14
001.1050.5410.000 PUSH PEDAL PULL	Strength machine repair	\$	452.35
001.1050.5410.000 PUSH PEDAL PULL	Fire dept treadmill repair	\$	958.32
610.8016.5410.000 QUALITY SERVICES CORPORATION	repair 2011 Vactor	\$	270.00
610.8016.5565.000 QUALITY SERVICES CORPORATION	repair 2011 Vactor	\$	179.69
740.8065.5410.000 QUALITY SERVICES CORPORATION	repair 2011 Vactor	\$	180.00
740.8065.5565.000 QUALITY SERVICES CORPORATION	repair 2011 Vactor	\$	119.79
610.8015.5980.000 Quigley, Danessa	Sewer refund filled pool	\$	78.05
132.5020.5342.000 RDG Planning & Design	Downtown Facade Improvements	\$	2,940.00
132.5020.5331.000 Region 6 Resource Partners	CDBG Downtown Facade Grant, 130 4/1-6/30/24	\$	2,095.00
133.5020.5331.000 Region 6 Resource Partners	CDBG 6 units Admin N 4th Ave 4/1-6/30/2024	\$	907.00
133.5020.5331.000 Region 6 Resource Partners	CDBG 6 townhouses -South St Townhomes 4/1-6/30/24	\$	994.00
311.2012.5230.000 Region 6 Resource Partners	Edgewood admin 1/1-6/30/24	\$	1,385.00
311.2012.5230.000 Region 6 Resource Partners	Edgewood 7/1-8/3/24	\$	356.00

001.4030.5980.000 Remster, Lynette	Log Cabin rental	\$ 30.00
610.8015.5980.000 Rivera, Emmanuel	Sewer refund Filled swimming pool	\$ 22.41
610.8015.5980.000 Roe, Arriel	Sewer refund 2024- filled swimming pool	\$ 64.50
001.4010.5980.000 Ruopp, Megan	returned lost book	\$ 15.00
001.1071.5342.000 Safe Building	Rental Inspection Services Agreement FY23/24	\$ 6,760.00
001.4030.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$ 22.23
001.4030.5342.000 SCHENDEL PEST CONTROL INC	Community Bldg & Reunion Hall	\$ 47.72
001.4045.5342.000 SCHENDEL PEST CONTROL INC	Spring and summer Aquatic center	\$ 34.80
001.4065.5342.000 SCHENDEL PEST CONTROL INC	Coliseum	\$ 50.52
001.6050.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$ 22.23
001.6051.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$ 22.90
001.1010.5280.000 Seiler Instrument & Manufacturing Co Inc	accident racking subscription 8/24-7/25	\$ 674.00
001.4010.5342.000 SERVICEMASTER OF M'TOWN INC	August Library janitorial service	\$ 1,934.00
001.4010.5980.000 Shadden, Paige	returned lost book	\$ 14.95
001.1050.5600.000 SIGN CREATIONS	Fire Fighter name tags	\$ 50.00
001.1010.5464.000 Sittig, Zachary	NTOA Basic negotiator course meals	\$ 96.41
140.4030.5611.000 SMI Co	Parks safety fiber	\$ 1,779.00
364.4030.5233.000 SNYDER & ASSOCIATES, INC.	Engineering fees for Linn Creek District Trailhead	\$ 25,500.00
364.4030.5233.000 SNYDER & ASSOCIATES, INC.	Engineering fees for Linn Creek District Trailhead	\$ 25,500.00
363.2010.5600.000 SPAHN & ROSE LUMBER CO	concrete bond and poly brushes	\$ 31.55
363.2010.5718.000 SPAHN & ROSE LUMBER CO	joint knife empact and scraper	\$ 23.47
110.2010.5750.000 SPRAYER SPECIALTIES INC	CIP flusher truck tank replacement #46	\$ 8,113.00
153.1010.5321.000 Steckelberg Vet Clinic	K9- Timber Nexgard Plus	\$ 198.14
001.4010.5980.000 Taw, Paw	returned lost book	\$ 9.99
001.4030.5611.000 THEISENS SUPPLY INC	ball mount, hitch pin, receiver tube	\$ 324.92
110.2010.5132.000 THEISENS SUPPLY INC	High visibility tee shirt	\$ 39.99
110.2010.5132.000 THEISENS SUPPLY INC	Street dept leather gloves	\$ 14.99
110.2010.5600.000 THEISENS SUPPLY INC	nuts, bolts, washers	\$ 26.19
110.2010.5718.000 THEISENS SUPPLY INC	sidewind stud jack	\$ 79.99
610.8016.5600.000 THEISENS SUPPLY INC	Big Gap sealant	\$ 10.79
740.8065.5600.000 THEISENS SUPPLY INC	Big Gap sealant	\$ 7.19
740.8067.5600.000 THEISENS SUPPLY INC	fuel for levee trimming	\$ 53.98
001.4010.5731.000 TIMES REPUBLICAN	52 weeks- 8/18/24-8/17/25	\$ 215.80
030.4030.5750.000 Top Notch Tree Service Inc	2015 Dodge Ram 4500 Bucket Truck	\$ 29,997.50
110.2010.5750.000 Top Notch Tree Service Inc	2015 Dodge Ram 4500 Bucket Truck	\$ 29,997.50
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 833.29
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 5,111.90
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 208.33
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 774.99
001.4040.5441.000 TREASURER ST OF IOWA	Sales/ Use tax	\$ 2,041.83
001.4040.5442.000 TREASURER ST OF IOWA	Sales/ Use tax	\$ 339.30
610.8015.5441.000 TREASURER ST OF IOWA	Sales/ Use tax	\$ 15,876.48
610.8015.5441.000 TREASURER ST OF IOWA	Sales/ Use tax	\$ 2,646.08
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 6,604.13
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 11,684.69
110.2010.5600.000 TRI STATE LOCK SERVICE	Street dept 2 keys	\$ 6.00
001.4010.5215.000 TSYS	Library credit card transaction fees July	\$ 69.33
001.6021.5215.000 TSYS	Finance credit card transaction fees for July	\$ 124.76
001.2020.5347.000 TYLER TECHNOLOGIES INC	Brazos eCitation 10/1/24-9/30/25	\$ 527.37
001.6021.5347.000 TYLER TECHNOLOGIES INC	Court Module Maintenance 10/1/24-9/30/25	\$ 4,517.87
133.4065.5342.000 VAN METER INC	Coliseum Transfer Switch-Eaton Diagnostic	\$ 3,186.00
001.4030.5565.000 VANWALL EQUIPMENT INC	quick loc, spacer and pin	\$ 65.05
001.1071.5450.000 VERIZON WIRELESS	Housing services	\$ 61.20
001.1075.5450.000 VERIZON WIRELESS	Housing services	\$ 61.21
001.1050.5410.000 Volta Electric Co LLC	Fire dept steam shower repairs	\$ 1,572.50
001.4010.5741.000 WEBLINX	Website design W/O special promotion	\$ 1,100.00
132.5020.5331.000 Willard Property LLC	GAX #5 Willard Housing	\$ 73,500.00
110.2010.5482.000 WoodRiver Energy LLC	905 E Main St	\$ 57.27
690.8050.5482.000 WoodRiver Energy LLC	905 E Main St	\$ 38.18
001.1010.5132.000 Worsfold, Kyle	MPD negotiator add ons	\$ 41.00
001.6050.5410.000 WW GRAINGER	flush valve repair kits	\$ 12.96
110.2010.5565.000 WW GRAINGER	forced air oil cooler	\$ 964.02
001.4010.5344.000 Xerox Corp	Library contract and copies	\$ 38.22
610.8015.5344.000 Xerox Corp	July '24 WPCP Xerox and copies	\$ 42.23
TOTAL		\$ 1,929,506.13

BUILDING REPORT FOR THE MONTH OF JULY 2024

MARSHALLTOWN
I O W A

PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING		ALTER DWELLING	MINOR RES. BUILDING	COMMERCIAL IMPROVEMENT	FEE
DEMO-009958-2024		901 S 2nd St	Commercial Demo						\$50.00
BLDC-009988-2024		2001 E Church St	Commercial Acc Structure Rebl						\$50.00
BLDR-010005-2024	Jose D Torres	1611 W Main St	Residential Addition			\$9,280.00			\$173.00

TRADE PERMIT REPORT FOR THE MONTH OF JULY 2024					MARSHALLTOWN I O W A	
PERMIT NUMBER	LOCATION OF IMPROVEMENT	RESIDENTIAL/ COMMERCIAL	PERMIT TYPE (ELEC., PLUMB., MECH. OR SOLAR)	VALUATION	FEE	
ELEC-009984-2024	1408 S 7th Ave	Commercial	Electric	1,000.00	\$50.00	
ELEC-009987-2024	3 E Southridge Rd	Commercial	Electric	15,000.00	\$120.00	
ELEC-010004-2024	104 W Anson St	Commercial	Electric	35,748.00	\$225.00	
ELER-009991-2024	2905 Cooper Ln	Commercial	Electric		\$85.00	
ELER-009993-2024	902 Arlington Dr	Residential	Solar		\$95.00	
ELER-010022-2024	1708 E Nevada St	Residential	Electric		\$85.00	
ELER-010023-2024	8 W Ferner St	Residential	Electric		\$85.00	
ELER-010026-2024	605 Newcastle Rd	Residential	Electric		\$85.00	
ELER-010027-2024	1208 S 4th St	Residential	Electric		\$85.00	
ELER-010044-2024	602 Thunderbird Dr.	Residential	Solar		\$95.00	
ELER-010048-2024	404 N 15th Ave	Residential	Solar		\$95.00	
ELER-010049-2024	902 N 5th Ave	Residential	Electric		\$85.00	
ELER-010061-2024	411 N 15th St	Residential	Solar		\$95.00	
ELER-010062-2024	605 Newcastle Rd	Residential	Solar		\$95.00	
ELER-010063-2024	1523 W Main St	Residential	Solar		\$95.00	
ELER-010065-2024	9 S 7th St	Residential	Electric		\$85.00	
ELER-010067-2024	211 Thomas Dr	Residential	Solar		\$95.00	
ELER-010081-2024	11 N 10th Ave	Residential	Solar		\$95.00	
ELER-010089-2024	209 S 16th Ave	Residential	Solar		\$95.00	
ELER-010109-2024	705 Circle Dr	Residential	Electric		\$85.00	
ELER-010110-2024	107 Granite St	Residential	Solar		\$95.00	
ELER-010114-2024	1303 S 1st Ave	Residential	Solar		\$95.00	
MECH-009989-2024	507 N 17th St Pl	Residential	Mechanical		\$62.00	
MECH-010007-2024	707 W Main St	Residential	Mechanical		\$62.00	
MECH-010008-2024	408 Meadow Lane	Residential	Mechanical		\$62.00	
MECH-010009-2024	409 W South St	Residential	Mechanical		\$62.00	
MECH-010010-2024	107 N 17th St	Residential	Mechanical		\$62.00	
MECH-010011-2024	915 W Merle Hubbs #114	Residential	Mechanical		\$62.00	
MECH-010012-2024	611 S 7th Ave	Residential	Mechanical		\$62.00	
MECH-010017-2024	3717 Governer Rd	Residential	Mechanical		\$0.00	
MECH-010018-2024	408 Hughes St	Residential	Mechanical		\$62.00	
MECH-010020-2024	709 Roberts Terrace	Residential	Mechanical		\$62.00	
MECH-010028-2024	2357 Marsh Ave	Residential	Mechanical		\$62.00	
MECH-010042-2024	507 N 17th Place	Residential	Mechanical		\$62.00	
MECH-010043-2024	7 Westwood Dr.	Residential	Mechanical	200.00	\$145.00	
MECH-010056-2024	915 W Merle Hibbs #118	Residential	Mechanical		\$62.00	
MECH-010064-2024	1519 W Church St	Residential	Mechanical		\$62.00	
MECH-010092-2024	609 N 16th St	Residential	Mechanical		\$62.00	
MECH-010093-2024	407 N 16th St	Residential	Mechanical		\$62.00	
MECH-010094-2024	1014 S 6th St	Residential	Mechanical		\$62.00	
MECH-010095-2024	2501 Reyclif Dr.	Residential	Mechanical		\$62.00	
MECH-010096-2024	101 W High St	Residential	Mechanical		\$62.00	
MECH-010097-2024	610 Westwood Dr	Residential	Mechanical		\$62.00	
MECH-010098-2024	1 South 29th St	Residential	Mechanical		\$62.00	
MECH-010099-2024	607 E Church St	Residential	Mechanical		\$62.00	
MECH-010100-2024	209 Plaza Heights Rd	Residential	Mechanical		\$62.00	
MECH-010101-2024	510 1/2 N 3rd Ave	Residential	Mechanical		\$62.00	
MECH-010102-2024	401 N 4th St	Residential	Mechanical		\$62.00	
MECH-010103-2024	10 Palmer St	Residential	Mechanical		\$62.00	
MECH-010104-2024	1514 S 6th St	Residential	Mechanical		\$62.00	
MECH-010105-2024	10 W Hight St	Residential	Mechanical		\$62.00	
MECH-010106-2024	418 N 4th St	Residential	Mechanical		\$62.00	
MECH-010107-2024	625 W Lincoln Way	Residential	Mechanical		\$95.00	
MECH-010108-2024	108 Iowa Ave E #4	Residential	Mechanical		\$62.00	
MECH-010111-2024	1302 W Main St	Residential	Mechanical		\$62.00	
MECH-010140-2024	701 N 4th Ave	Residential	Mechanical		\$62.00	

PLMR-009995-2024	1306 S 3rd Ave	Residential	Plumbing		\$85.00	
PLMR-010029-2024	207 N 14th St	Residential	Plumbing		\$62.00	
PLMR-010045-2024	1103 Steves Ct.	Residential	Plumbing		\$62.00	
PLMR-010055-2024	204 N 18th St	Residential	Plumbing		\$62.00	
PLMR-010138-2024	412 Thomas Dr	Residential	Plumbing		\$85.00	
		TOTALS:		51,948.00	\$4,638.00	
	# Residential Permits	Residential Fees	# of Commercial Permits	Commercial Valuation	Commercial Fees	Total Fees
Electrical	7	\$595.00	4	51,948.00	\$480.00	\$1,075.00
Plumbing	5	\$356.00	0	\$0.00	\$0.00	\$356.00
Mechanical	34	\$2,162.00	0	\$0.00	\$0.00	\$2,162.00
Solar	11	\$1,045.00	0	\$0.00	\$0.00	\$1,045.00
TOTALS	57	\$4,158.00	4	\$51,948.00	\$480.00	\$4,638.00

**RESOLUTION AUTHORIZING THE USE OF AUTOMATED TRAFFIC
ENFORCEMENT FUNDS NOT TO EXCEED \$30,000.00 TO FUND THE POLICE
DEPARTMENT PURCHASE OF PATROL RIFLES AND RELATED EQUIPMENT**

WHEREAS, the City of Marshalltown desires to maintain a modern police training, equipment and law enforcement capabilities; and

WHEREAS, patrol rifles utilized by the police department require replacement and upgrading; and

WHEREAS, the police department has tested and evaluated patrol rifles and equipment and recommends the City of Marshalltown replace and upgrade the department's patrol rifles and relevant accessory equipment; 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 CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that \$30,000.00 from Automated Traffic Enforcement revenue is approved to fund the purchase and upgrading of patrol rifles and relevant accessory equipment. The police chief is authorized to facilitate this project and related purchases.

Passed this 26th day of August 2024, and signed this _____ day of August 2024.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

City of Marshalltown Police Department



Joel Greer, Mayor
Michael W. Tupper, Chief of Police
909 South 2nd Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5729
Fax - (641) 752-1211

TO: Chief Michael Tupper

FROM: Captain Kiel Stevenson

DATE: March 28, 2024

RE: Marshalltown Police Department Patrol Rifle Purchase/Replacement

Recommendation: The City of Marshalltown should approve the purchase of 10 new patrol rifles to equip all sworn officers, who desire to have access to this equipment.

The City of Marshalltown should approve the trade of nine (9) current department owned rifles to upgrade to current models.

Background: The current patrol rifles have been in service for approximately 15 years. During that time, manufacturers have made vast design improvements, making the updated rifle models more effective and better suited for the needs of the Marshalltown Police Department.

The Marshalltown Police Department currently owns nine (9) patrol rifles that are in service and assigned to individual officers on the department. These patrol rifles need to be upgraded to current models.

There are approximately 10 additional officers, who do not have access to a patrol rifle because the department lacks available rifles to issue to officers. This creates an unnecessary safety concern for officers and members of the public. Officers are regularly required to respond to situations where access to a patrol rifle would increase their effectiveness and safety. This request would allow the Marshalltown Police Department to equip all officers wishing to become certified with this equipment.

The Iowa Law Enforcement Academy has recently included Patrol Rifle Certification to recruits attending academy training. Officers going through this training are required to have an issued department rifle. This request would allow our agency to have enough rifles to equip all new officers attending the academy.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson

Patrol Rifle Benefits

- 1) Increased Firepower: Patrol rifles provide officers with greater firepower compared to handguns, which can be essential in responding to armed and dangerous threats, active shooter situations, or when faced with suspects wearing body armor.
- 2) Long Range Engagements: Rifles have a longer effective range than handguns, allowing officers to engage threats from a safer distance and reducing the risk of harm to themselves and the public.
- 3) Improved Accuracy: Rifles are inherently more accurate than handguns, especially in high-stress situations. This accuracy is crucial for ensuring precision shots during high-stress situations.
- 4) Versatility: Patrol rifles can be equipped with various optics, lights, and accessories that enhance their versatility and effectiveness, such as low-light conditions and urban environments.
- 5) Adaptability: In rapidly evolving situations, patrol rifles offer officers a reliable tool that can be used in a variety of situations, such as engaging a threat at distance or providing cover during tactical operations.

The following is a summary of expense associated with the proposed purchase and trades:

Equipment	Quantity	Total
New Patrol Rifles	10	\$16,000
Upgrade Currently Owned Rifles	9	\$12,600
Spare Parts/Equipment	1	\$1,400
TOTAL		\$30,000

*The listed prices are estimates based on state bid pricing and research on equipment pricing.

Please let me know if you have any questions or need additional information

Respectfully,



K. Stevenson

Captain

Marshalltown Police Department

**RESOLUTION SETTING PUBLIC HEARING FOR AN AMENDMENT TO CHAPTER
156 ZONING: PARKING, LOADING, AND STACKING**

WHEREAS, the City of Marshalltown has an adopted Chapter 156 Zoning; and

WHEREAS, Plan and Zoning Commission has identified various issues with terms and conditions of Chapter 156 pertaining to parking, loading, and stacking sections; and

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

WHEREAS, the Plan Zoning Commission held the required Public Hearing on August 15, 2024 and recommend the approval; and

WHEREAS, the City Council desires to set a public hearing for the ordinance amendment.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Marshalltown, Iowa, that a public hearing on an ordinance amendment be set for September 9, 2024, at 5:30 p.m.

Passed this 26th day of August 2024, and signed this _____ day of August 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

Joel Greer, Mayor
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor and City Council
FROM: Alicia Hunter, City Clerk
DATE: August 22, 2024
RE: Set Public Hearing on CH 156: Zoning (Parking, Stacking, and Loading)

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective: Review policies, procedures, and ordinances for updates.

Recommendation: Set the public hearing on the ordinance amendment.

Budget Impact: N/A

Description/Background: The Plan and Zoning Commission held a public hearing on 8/15 for the text amendment of Chapter 156 Zoning (Parking, Stacking, and Loading). The commission recommends proceeding with the amendment as provided.

The first reading of the ordinance will be on August 26th. The council must hold a public hearing during the ordinance amendment readings. The public hearing is scheduled for September 9th with the second reading.

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson



RESOLUTION AUTHORIZING AIRPORT LP GAS AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN, IOWA AND MARSHALLTOWN AVIATION, INC.

WHEREAS, the CITY and Marshalltown Aviation, Inc. (the "OPERATOR") entered into an Airport Fixed-Base Operation Lease and Fuel Fee Agreement ("Lease"), dated the 14th of December 2021, pursuant to which the OPERATOR leases and conducts business out of ten buildings at the Municipal Airport, owned by the CITY and located in Marshall County, Iowa; and

WHEREAS, pursuant to that Lease, the CITY agreed to pay the utility costs for Building Number 1, the Terminal Building/Hangar; and

WHEREAS, the Airport's shared LP Gas Tank Area currently contains four tanks, each with a capacity of 1,000 gallons; and

WHEREAS, the CITY owns two of the LP tanks and the OPERATOR owns two of the LP tanks; and

WHEREAS, the capacity of the CITY'S existing LP Tanks has not been sufficient to provide the needed pressure over the past two winters to maintain utility service to Building 1 during periods of extreme cold; and

WHEREAS, the OPERATOR has excess capacity in its LP Tanks after heating Building 2 (the "Airport Shop"); and

WHEREAS, the CITY, the OPERATOR, and the LP Gas Supplier, (hereinafter referred to as the "SUPPLIER"), have discussed options to increase pressure to maintain sufficient service to Building 1 during periods of extreme cold; and

WHEREAS, the SUPPLIER has indicated that tying the CITY'S two LP tanks together with the OPERATOR'S two LP Tanks will provide the increase in pressure needed to maintain sufficient service to Building 1 during periods of extreme cold; and

WHEREAS, the CITY and OPERATOR propose tying the four LP tanks together to allow both the CITY and OPERATOR access to the combined capacity of all four tanks pursuant to the terms provided in the proposed Airport LP Gas Agreement Between the City of Marshalltown, Iowa, and Marshalltown Aviation, Inc. (the "Agreement").

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the City Council of Marshalltown, Iowa, hereby authorizes and directs the Mayor and City Clerk to execute the above-referenced Agreement with Marshalltown Aviation.

Passed this 26th day of August, and signed this _____ day of August 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: August 26, 2024
RE: Agreement for LP Tank Sharing at Marshalltown Municipal Airport

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective:

Plan and fund improvements to the City's infrastructure and buildings.

Recommendation:

Authorize the execution of the agreement to share LP tanks.

Budget Impact:

The city will be responsible for the upfront installation cost of a meter at an estimated cost of \$2,400. There are sufficient funds in the Airport GO Bond remaining from the Hangar/Terminal Project.

Description/Background:

The city recently completed a terminal and hangar improvement project at the Marshalltown Municipal Airport. The past two winters have indicated that the LP Tanks supplying the City's new terminal/hangar are not sufficient in the coldest parts of the winter. There are currently 4 tanks in close proximity, two owned by Marshalltown Aviation that serve the maintenance hangar that is leased from the City by Marshalltown Aviation and two, owned by the City, that serve the City's new facility.

We reviewed three alternatives to address the issue:

- a. Add additional capacity (city owned tanks) to serve the new facility. However, due to amount and proximity to buildings and Marshalltown Aviation's tanks, the tank farm would need to be relocated as we would meet the threshold for bulk LP storage.
- b. Add a vaporizer to increase the pressure. The reliability of the vaporizer and cost was considered and ultimately, led to recommending Alternative C.
- c. Partner with Marshalltown Aviation to tie the existing four tanks together and add a second meter. The LP Provider has indicated this will provide the capacity and pressure to handle the new city facility in addition to Marshalltown Aviation's maintenance hangar. The City's LP usage is approximately 4 times what Marshalltown Aviation's usage is. The City will be responsible for accounting/billing Marshalltown Aviation for their LP usage.

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



We are recommending proceeding with Alternative C and drafted an agreement to test for the next two winters (through July 2026). Refer to the attached agreement for additional details and terms.

Marshalltown Aviation has reviewed and is agreeable to the proposed. The City Attorney has also reviewed the proposed agreement. Provided all works as intended, it would be our intent to include these agreement terms in the City's Airport Fixed-Base Operation Lease in the future as a permanent solution.

Attachments: LP Agreement

i:\public works\council items\2024\lp with marshalltown aviation\memo_airport lp agreement.docx

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



**AIRPORT LP GAS AGREEMENT BETWEEN THE CITY OF MARSHALLTOWN,
IOWA AND MARSHALLTOWN AVIATION, INC.**

This Agreement is made and entered into this _____ day, of _____, 2024, by and between the City of Marshalltown, Iowa, (the "CITY") and Marshalltown Aviation, Inc., a corporation organized and existing under the laws of the State of Iowa, (the "OPERATOR").

THE PARTIES ACKNOWLEDGE that the CITY and OPERATOR entered into an Airport Fixed-Base Operation Lease and Fuel Fee Agreement ("Lease"), dated the 14th of December 2021, pursuant to which the OPERATOR leases and conducts business out of ten buildings at the Municipal Airport, owned by the CITY and located in Marshall County, Iowa. As part of that Lease, the CITY agreed to pay the utility costs for Building Number 1, the Terminal Building/Hangar.

THE PARTIES FURTHER ACKNOWLEDGE:

- A. The Airport's shared LP Gas Tank Area currently contains four tanks, each with a capacity of 1,000 gallons; and
- B. The CITY owns two of the LP tanks; and
- C. The OPERATOR owns two of the LP tanks; and
- D. The capacity of the CITY'S existing LP Tanks has not been sufficient to provide the needed pressure over the past two winters to maintain utility service to Building 1 during periods of extreme cold; and
- E. The OPERATOR has excess capacity in its LP Tanks after heating Building 2 (the "Airport Shop");
- F. The CITY, the OPERATOR, and the LP Gas Supplier, (the "SUPPLIER"), have discussed options to increase pressure to maintain sufficient service to Building 1 during periods of extreme cold; and
- G. The SUPPLIER has indicated that tying the CITY'S two LP tanks together with the OPERATOR'S two LP Tanks will provide the increase in pressure needed to maintain sufficient service to Building 1 during periods of extreme cold;
- H. The CITY and OPERATOR have agreed to tie the four LP tanks together to allow both the CITY and OPERATOR access to the combined capacity of all four tanks.

In consideration of combining all four LP tanks, the CITY and the OPERATOR hereby agree and covenant as follows:

- 1. The CITY shall maintain ownership of its two LP tanks and continue to provide any maintenance, repair, or replacement.
- 2. The CITY shall purchase and have a meter installed on Building 2 that the SUPPLIER will read when it fills the tanks.
- 3. The CITY shall coordinate with the OPERATOR ahead of each LP season to determine if

the OPERATOR desires any prepay contract LP. If so, the CITY agrees to include that amount in the CITY's contract with SUPPLIER.

4. The CITY shall provide for accounting of LP usage between Building 1 and Building 2 based on fill amounts and meter readings. The CITY shall invoice the OPERATOR for any amount due. The OPERATOR shall be entitled to inspect the City's usage log at any time.
 5. At the commencement of this Agreement and following the meter installation and valve opening between tanks, the CITY shall obtain from the SUPPLIER the quantity of LP existing in the OPERATOR's tanks and account for that amount as prepay LP.
2. In consideration of the agreement of said LP Tanks, the OPERATOR hereby agrees and covenants as follows:
1. The OPERATOR shall maintain ownership of its two LP tanks and continue to provide any maintenance, repair, or replacement.
 2. The OPERATOR shall reimburse the CITY for any quantity of prepay LP that the OPERATOR indicates the CITY should contract for Building 2.
 3. The OPERATOR shall reimburse the CITY for any LP over any contracted amount upon receiving an invoice from the CITY.
3. Agreement Term.
1. The term of this Agreement shall extend from the date the Agreement is entered until July 30, 2026, unless sooner terminated by either party.
4. Agreement Termination.
1. Termination of this Agreement can be made with 30-days' written notice from either party to the other party.
 2. At the time of termination, the LP Gas in the four tanks shall be owned by the CITY, less any prepaid amount by the OPERATOR. Payment from one party to the other shall be made based on the amount of LP Gas in the tanks and prepayment at the time the valve is closed and disconnected by the SUPPLIER.

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

CITY OF MARSHALLTOWN

MARSHALLTOWN AVIATION, INC.

BY: _____
Joel Greer, Mayor

Stephen C. Valbracht, President

Attest: Alicia Hunter, City Clerk

**RESOLUTION APPROVING CONTRACT CHANGE ORDER #4 FOR THE WPCP
HEADWORKS AND DIGESTERS IMPROVEMENT PROJECT #WPC21001, A
DECREASE OF \$11,946.11**

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with WRH, Inc. for the WPCP Headworks and Digesters Improvement Project #WPC21001; and

WHEREAS, a decrease is requested for items to complete the project.

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

Section 1. That the contract Change Order #4 for the WPCP Headworks and Digesters Improvement Project #WPC21001, in the decrease amount of \$11,946.11 is hereby accepted and approved.

Passed this 26th day of August 2024, and signed this _____ day of August 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor & Acting CA
Vacant, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: August 26, 2024
RE: Headworks and Digester Improvements (WPC 21-001) – Change Order #4

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective:

Objective 2 – Develop comprehensive plans for City infrastructure and improvements

Recommendation:

Staff recommend approval of Change Order 4.

Budget Impact:

The project budget has sufficient funds to approve this Change Order.

Construction Costs:

Change Order #4	\$	-11,946.11	<i>(deduct)</i>	
Change Order #3	\$	144,918.85		
Change Order #2	\$	305,525.10		
Change Order #1	\$	40,067.69		
Construction Base	\$	8,939,000.00		WRH, Inc.
	\$	9,417,565.53		TOTAL

Funding Sources:

Park & Rec Annual Trail Repair	\$	3,627.95	Refer to Note 2
Sewer Enterprise Cash on Hand	\$	438,497.84	Refer to Note 1
SRF Revenue Bond	\$	8,975,439.74	Refer to Note 1
	\$	9,417,565.53	TOTAL

Note 1: This project is funded through a combination of a \$13.125 Million Dollar revenue bond and local cash on hand with our Sanitary Sewer Enterprise Fund. *The revenue bond is providing partial funding for this headworks project and the Sanitary Sewer CIPP Project (let previously and awarded in the amount of \$4,768,210.10).* The SRF Revenue Bond Funding and Cash on Hand will be interchangeable depending on which project completes work the fastest will be the one applied to the bond.

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



Note 2: Change Order #1 included an expanded trail replacement section on top of the levee that was discussed with Parks & Recreation and that portion (\$3,627.95) will be funded through the annual trail repair budget.

Description/Background:

Items included in this change order are as follows. Refer to attached change order for additional details.

Item #1 (increase \$10,415.14)

This item is to provide additional material and labor to correct the offset elevations of pump #6 and the piping elevations discovered in the field. The plans did not indicate the elevation of pump #6 being different than the other 5 pumps. The fittings ordered are not returnable and will be salvaged to the city WPC.

Item #2 (decrease \$22,361.25)

The project included a \$30,000 allowance for dewatering well pump 5, 6, and 8 rehabilitation/repair. Northway was the sub that pulled the pumps and made recommendations for repair that totaled \$7,638.75. The remaining allowance included will be deducted from the contract authorized amount.

Contract Time Change

With this change order, we are not recommending a change to contract time. The following contract times are in effect:

	Current Contract Dates (as previously amended)
Substantial Completion	December 14, 2024
Final Completion & Payment	February 13, 2025

i:\public works\council items\2024\wpc21-001 headworks\change order 4\memo_wpc 21-001 headworks_co4_24 08 26.docx

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



CHANGE ORDER NO.: 4

Owner: City of Marshalltown, Iowa Owner's Project No.: WPC21001
Engineer: Strand Associates, Inc. Engineer's Project No.: 2407-20C
Contractor: WRH, Inc. Contractor's Project No.:
Project: Headworks and Digester Improvements
Date Issued: August 14, 2024 Effective Date of Change Order: August 26, 2024

The Contract is modified as follows upon execution of this Change Order:

Item 1: Change Authorization Request (CAR) 16 - Provide and install additional fittings to adjust for the existing vertical offset of Raw Wastewater Pump No. 6. **Add \$10,415.14.**

Item 2: CAR 17 - Replace pump assemblies and fittings for Dewatering Well Pumps No. 5 and No. 8 and fittings for Dewatering Well Pump No. 6. **Allocate \$7,638.75 of the \$30,000.00 allowance. Remaining allowance balance of \$22,361.25 is deducted from the Contract Price.**

Attachments: Contractor's Change Authorization Requests (CAR) 16 and 17.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ 8,939,000.00	Original Contract Times: Substantial Completion: September 30, 2024 Ready for final payment: November 30, 2024
[Increase] [Decrease] from previously approved Change Orders: \$ 490,511.64	[Increase] [Decrease] from previously approved Change Orders: Substantial Completion: 75 days Ready for final payment: 75 days
Contract Price prior to this Change Order: \$ 9,429,511.64	Contract Times prior to this Change Order: Substantial Completion: December 14, 2024 Ready for final payment: February 13, 2025
[Increase] [Decrease] this Change Order: \$ 11,946.11	[Increase] [Decrease] this Change Order: Substantial Completion: 0 days Ready for final payment: 0 day
Contract Price incorporating this Change Order: \$ 9,417,565.53	Contract Times with all approved Change Orders: Substantial Completion: December 14, 2024 Ready for final payment: February 13, 2025

Recommended by Engineer (if required)

By: Taylor Hopper

Title: Project Manager

Date: 8/15/2024

Authorized by Owner

By: _____

Title: _____

Date: _____

Accepted by Contractor

Jeremy Dolder
Digitally signed by Jeremy Dolder
DN: C=US, E=jdolder@gmail.com,
OU=Jeremy Dolder
Date: 2024.08.14 15:41:33-05'00'

Project Manager

8.14.2024

Approved by Funding Agency (if applicable)



Change Authorization Request

Project: **City of Marshalltown Headworks and Digester Improvements**

CAR No. 16R-1

DATE 08/05/24

Job No. 1406

Reference:

RFQ # _____

Location Marshalltown, IA

Contract No. _____

A Change in the scope of work is indicated below and Owner's prompt approval or rejection of this authorization is requested so that the material may be purchased and to prevent any delay in field operations.

Reason for Change:

- () Design Request (**x**) **Field Condition**
 () Owner Request () Suggested by Contractor
 () Other ---- Explain _____

1) Description of Change: (Refer to drawings, specification, addenda, bulletin if applicable)

Additional fittings and labor to install to correct the offset elevations of pump #6 and the piping elevations discovered in the field, parts on site are not returnable.

2) It is requested that the completion date be; () extended () decreased
 by 0 calendar days. This change will require an extension of the contract duration.

3) Basis of Payment:

a) () Firm price for performing this change along with attached supporting details
 is (**x**) **increased** / () decreased by \$10,415.14

b) () Unit Price _____

c) () Change to be performed per unit prices in Contract \$0.00

d) () The time required to prepare and agree upon a detailed estimate prior to proceeding with the change would unduly delay job progress. The following is an approximate estimate to assist Owner in determining whether or not change should be made. If notified to proceed, a detailed estimate in the form agreed upon, with supporting details, will be submitted after receipt of said notice.
 Approximate Estimate is _____

() CHANGE WILL NOT BE MADE
 PROCEED ON THE FOLLOWING BASIS:

- () Firm Price () Time and Material
 () Estimate of Price () Change in Completion Date
 () Unit Price in Contract () No Change

Comments: _____

Submitted by: Bud Maynard
 Bud Maynard

Approved by _____
 Owner

WRH, Inc. Date: 8/5/2024

Date: _____

City of Marshalltown Headworks and Digester Improvements**08/05/24**

C.A.R. Calculation

C.A.R. # 16R-1

Subcontractors	Quantity	Unit	Unit Rate	Line Total
	0	LS	\$0.00	\$0.00
Materials:				
Schimberg Quote attached	1	ls	\$9,566.92	\$9,566.92
Labor and Equipment:				
General Conditions		Days	\$0.00	\$0.00
Project Manager	2	Hr	\$145.00	\$290.00
Superintendent	2	Hr	\$135.00	\$270.00
Foreman	0	Hr	\$105.00	\$0.00
General Labor	0	Hr	\$81.89	\$0.00
Skilled Labor		Hr	\$98.22	\$0.00
Equipment Operator		Hr	\$93.23	\$0.00
Truck Driver		Hr	\$90.00	\$0.00
PM/Superintendent/Foreman Truck		Hr	\$10.00	\$0.00
Skid Loader		Hr	\$125.00	\$0.00
Dozer (small)		Hr	\$108.00	\$0.00
Dozer (large)		Hr	\$114.00	\$0.00
Lift Rental	0	Hr	\$150.00	\$0.00
Sub-total				\$10,126.92
Sales Tax on Material			0.00%	\$0.00
Contractor's Fee (Self-performed)			15.00%	\$84.00
Contractor's Fee (Sub-contracts)			5.00%	\$0.00
Contractor's Fee (Deducts)			5.00%	\$0.00
TOTAL:				\$10,210.92
Bond & Insurance			2.00%	\$204.22
Total Proposed Change			TOTAL:	\$10,415.14



CEDAR RAPIDS
1106 Shaver Rd NE
Cedar Rapids, IA 52402
Ph: 319-365-9421
FAX: 319-365-9867
www.schimberg.com

PHONE: (319) 622-3816

EMAIL: PDAVILLE@schimberg.com

PRICE QUOTATION

Quote Date	07/31/2024
Quote Number	8407875-00
Quote Expiration Date	08/07/2024
Writer	PHIL DAVILLE
Salesperson	SCOTT MCMURRIN
Total Weight	6.828
Freight Terms	Customer Pays In
Placed By	BUD

Bill To 435	WRH INC PO BOX 256 AMANA, IA 52203 US
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Ship To 2211	M'TOWN HEADWORKS & DIGESTER WRH - JOE SMITH 319-521-4011 901 WOODLAND ST MARSHALLTOWN, IA 50158 US
-----------------	---

Notes

Terms	Req Ship Date	Ship Point	Ship Via
2%10THPR N30	07/31/2024	SCHIMBERG CEDAR RAPIDS	S CO TRUCK

Line #	NS	Part Number And Description	Quantity Ordered	Qty UM	Net Price	Ext Price
1	NS	N525 DOM FLG 22 285373 16" SPECIAL ORDER- CUSTOMER PAY FREIGHT 5 TO 7 DAY LEAD TIME	1	EA	2,711.66	2,711.66
2	NS	N980 PROCO 233 EXP JNT EPDM W AIS CS ACCESS SPECIAL ORDER- 10 TO 15 DAY LEAD TIME AIS CARBON STEEL HARDWARE- 160X1833E 16 X18 233/EE TPL EPDM EJ RNG4811600AIS STYLE 481 16. IN AIS 150 LB RETAINING RING -AIS, CS SHOP PRIME, RING SET EJRODSET 2-ROD SET, CS SHOP PRIME, AIS	1	EA	3,794.50	3,794.50
4		20090021600 FF 150# RR GASK (1/8) 16	4	EA	21.83	87.32
5	NS	N191 1-8x4-1/2 18-8ss HHCS domestic BOLT SPECIAL ORDER AIS DOMESTIC 10 TO 12 DAY LEAD TIME	64	EA	26.43	1,691.52
6	NS	N191 1-8 18-8ss Hex Nut DoM AIS	64	EA	20.03	1,281.92

5 Lines Total

SALES PERSON CONTACT INFORMATION
PHIL DAVILLE
PDAVILLE@schimberg.com

Total 9,566.92
Taxes 0.00
Quote Total 9,566.92

If "ns" is indicated in the "ns" column or any part number beginning with an "n" or "w" is non-stock material and subject to manufacturers restock & return freight charges.

---The prices quoted are subject to inventory availability and changes in raw material costs.---

---Jobs with multiple shipments or a duration of more than 30 days must be authorized in advance.---

Customer Copy

Page 1 of 1



8407875-00



Change Authorization Request

Project: **City of Marshalltown Headworks and Digester Improvements**

CAR No. 17

DATE 08/14/24

Job No. 1406

Reference:

RFQ # _____

Location Marshalltown, IA

Contract No. _____

A Change in the scope of work is indicated below and Owner's prompt approval or rejection of this authorization is requested so that the material may be purchased and to prevent any delay in field operations.

Reason for Change:

- () Design Request () Field Condition
 () Owner Request () Suggested by Contractor
 (x) Other ---- Explain dewatering allowance

1) Description of Change: (Refer to drawings, specification, addenda, bulletin if applicable)

Rehabilitation of Dewatering Well Pumps No. 5, 6, and 8 (under the cash allowance)

2) It is requested that the completion date be; () extended () decreased
 by 0 calendar days. This change will require an extension of the contract duration.

3) Basis of Payment:

- a) () Firm price for performing this change along with attached supporting details
 is () increased / (x) decreased by \$7,638.75
- b) () Unit Price _____
- c) () Change to be performed per unit prices in Contract \$0.00
- d) () The time required to prepare and agree upon a detailed estimate prior to proceeding with the change would unduly delay job progress. The following is an approximate estimate to assist Owner in determining whether or not change should be made. If notified to proceed, a detailed estimate in the form agreed upon, with supporting details, will be submitted after receipt of said notice.
 Approximate Estimate is _____

() CHANGE WILL NOT BE MADE
 PROCEED ON THE FOLLOWING BASIS:

- () Firm Price () Time and Material
 () Estimate of Price () Change in Completion Date
 () Unit Price in Contract () No Change

Comments: _____

Submitted by: Jeremy Dolder
 Jeremy Dolder

Approved by _____
 Owner

WRH, Inc. Date: 8/14/2024

Date: _____

City of Marshalltown Headworks and Digester Improvements

08/14/24

C.A.R. Calculation

C.A.R. # 17

Subcontractors	Quantity	Unit	Unit Rate	Line Total
Northway	1	LS	\$7,275.00	\$7,275.00
				\$0.00

Materials:

Labor and Equipment:

General Conditions	Days	\$0.00	\$0.00
Project Manager	Hr	\$145.00	\$0.00
Superintendent	Hr	\$135.00	\$0.00
Foreman	Hr	\$105.00	\$0.00
General Labor	Hr	\$81.89	\$0.00
Skilled Labor	Hr	\$98.22	\$0.00
Equipment Operator	Hr	\$93.23	\$0.00
Truck Driver	Hr	\$90.00	\$0.00
PM/Superintendent/Foreman Truck	Hr	\$10.00	\$0.00
Skid Loader	Hr	\$125.00	\$0.00
Dozer (small)	Hr	\$108.00	\$0.00
Dozer (large)	Hr	\$114.00	\$0.00
Lift Rental	0 Hr	\$150.00	\$0.00

Sub-total \$7,275.00

Sales Tax on Material	0.00%	\$0.00
Contractor's Fee (Self-performed)	15.00%	\$0.00
Contractor's Fee (Sub-contracts)	5.00%	\$363.75
Contractor's Fee (Deducts)	5.00%	\$0.00

TOTAL: **\$7,638.75**

Bond & Insurance	2.00%	\$0.00
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Total Proposed Change **TOTAL:** **\$7,638.75**

Northway Well and Pump Co.
4895 8th Avenue
Marion, Iowa 52302

September 6, 2023

TO: Mr. Jeremy Dolder
WRH, Inc.

PROJECT: City of Marshalltown
HEADWORKS AND DIGESTER IMPROVEMENTS
City Project No. WPC21001

Northway Well & Pump Co. is pleased to offer the following pricing and recommendations for Well Rehabilitation portion of the project.

Wells #5, #6, and #8 have been inspected;

Well No.5, the motor checks out good. The 230S50 pump assembly needs to be replaced due to excessive wear. It will require some 4" PVC fitting to reinstall the unit. **Cost \$2,750.00**

Well No. 6, the motor checks out good. The Pentair pump is in good condition. It will require some 4" PVC fitting to reinstall the unit. **Cost \$275.00**

Well No. 8, the motor checks out good. The 300S200-5 pump assembly needs to be replaced due to excessive wear. It will require some 4" PVC fittings to reinstall the unit. **Cost \$4,250.00**

None of the above equipment/materials requires AIS certification.

Thank you for your time and consideration. If you have any questions, please feel free to call us at (515) 987-4575 Fax (515) 987-4247.

Sincerely,
Gale McIntosh
NORTHWAY WELL AND PUMP COMPANY

**RESOLUTION SETTING A PUBLIC HEARING FOR THE VACATION AND
CONVEYANCE AND TRANSFER OF TITLE OF THE NORTH-SOUTH ALLEY
BETWEEN 406 AND 408 WEST MADISON STREET**

WHEREAS, the City of Marshalltown, Iowa, is the owner of a public right-of-way legally described as follows:

That alley running north-south situated east of Lots 1, 2, and 3, and West of Lots 7, 8, and 9 in Block 17 of Rice's Addition to Marshall, Marshall County, Iowa; and

WHEREAS, the above-referenced alley is not required for any public purpose and no rights of private persons will be adversely affected by the proposed vacation and conveyance and transfer; and

WHEREAS, the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes the vacation and conveyance and transfer by Quit Claim Deed the following described alley in Marshalltown, Marshall County, Iowa:

Portion situated between 406 and 408 West Madison: That portion of the vacated alley running north-south situated east of Lots 1 and 2, and West of Lots 7 and 8 in Block 17 of Rice's Addition to Marshall, Marshall County, Iowa. From the City of Marshalltown to XXX. The consideration for such conveyance shall be the sum of \$250 (Two Hundred and Fifty and 00/100).

Portion adjacent to 505 South 4th Street: The east half of that portion of the vacated alley running north-south situated east of Lot 3 and West of Lot 9 in Block 17 of Rice's Addition to Marshall, Marshall County, Iowa. From the City of Marshalltown to XXX. The consideration for such conveyance shall be the sum of \$250 (Two Hundred and Fifty and 00/100).

Portion adjacent to 506 South 5th Street: The west half of that portion of the vacated alley running north-south situated east of Lot 3 and West of Lot 9 in Block 17 of Rice's Addition to Marshall, Marshall County, Iowa. From the City of Marshalltown to XXX. The consideration for such conveyance shall be the sum of \$250 (Two Hundred and Fifty and 00/100).

WHEREAS, the City Council of the City of Marshalltown, Iowa, hereby proposes the vacation and transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

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

Section 1. The City Clerk shall cause to be published the notice required by law, by publication once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, the publication to be not less than four (4) days nor more than twenty (20)

days prior to the date hereinafter fixed in the City Hall, 10 W State Street, Marshalltown, Iowa, on September 9, 2024, 5:30 pm to consider any and all comments filed with the City Clerk or made in open Council to the proposal for conveyance as herein contained and to take final action thereon.

Passed this 26th day of August 2024, and signed this _____ day of August 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

Joel Greer, Mayor
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor and City Council
FROM: Alicia Hunter, City Clerk & Heather Thomas, Public Works Director
DATE: August 6, 2024
RE: Request to purchase Right-of-Way (near 406 W Madison)

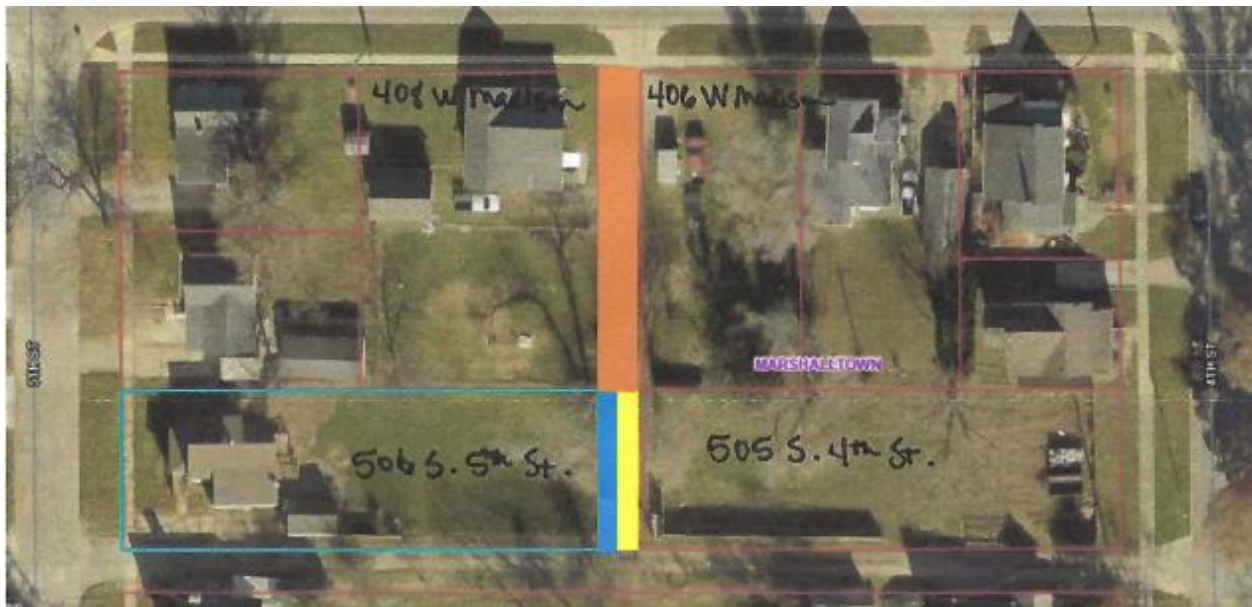
Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☐ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☒ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Description/Background:

8/12 MEETING UPDATE:

During the 07/22 council meeting, a council member presented new information not previously shared with city staff and no action was taken on the discussion item. City staff followed up on that information following the meeting and property owners at 506 S 5th St and 505 S 4th St are now interested in the portions of the north/south alley adjacent to their properties. Below is a sketch of the alley/right-of-way would be proposed to be sold to the adjacent land owners.



CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell
Greg Nichols, Jeff Schneider, Gary Thompson



The owner of LIF Enterprises confirmed their intention to combine 406 W Madison, the portion of vacated alley, and 408 W Madison as drawn during the council meeting. Following concerns mentioned by a councilor, city staff reviewed and confirmed there are no nuisance violations on the property.

If the council would like to proceed with this transaction, each owner would pay \$250 for the adjacent portion of right-of-way.

From 7/22 Meeting:

The city received a request from Luke Fogle, LIF Enterprises LLC, to vacate and purchase the north-south alley between his properties at 406 West Madison and 408 West Madison. The neighboring properties at 506 S 5th Street and 505 S 4th Street approve of this request and they do not have driveways that require access from the alley. The alley would be vacated up to the “T” intersection.

Per the City of Marshalltown Policy for the Sale of Surplus Real Property, after receiving a request in writing, all utilities should be contacted to determine whether there are utilities in the area and if easements must be maintained. If a utility (including the City) requests the right-of-way not be vacated, the requesting party is notified and the transaction stops.

A request was submitted to Iowa One Call to be notified of the utilities that are located in near proximity to the alley in question. The following utilities were identified and contacted. Additionally, the street division was reached out to comment on the proposed

Alliant Energy	Utility maps were requested and received. Aerial electric is present in a portion of the north-south alley adjacent to this. We reached out to Alliant and confirmed they are agreeable to this request. Alliant requests easement on any portion of vacated alley.
Mediacom	Aerial telecommunication lines were observed attached to the overhead electrical. Utility maps were requested; however, Mediacom has not typically responded to the city’s past requests for information and comment. If the alley is vacated, we would recommend a public utility easement be maintained.
Marshalltown Street Division	No objection to this request based on no other properties that use this portion of the alley for rear access and it does not create a dead end for maintenance.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell
Greg Nichols, Jeff Schneider, Gary Thompson



Several exhibits are attached for reference:



Alley layout of the block.



Alley picture, looking south.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell
Greg Nichols, Jeff Schneider, Gary Thompson





Alley picture, looking north.

If council would like to proceed with this transaction, the purchase price would be \$250 for less than 0.25 acres. If that is council's direction, we would need a motion to direct staff to proceed with the process to sell the right-of-way reserving easement rights.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell
Greg Nichols, Jeff Schneider, Gary Thompson



MARSHALLTOWN

IOWA

CITY CLERK'S OFFICE

Joel Greer, Mayor &
Interim City Administrator
Alicia Hunter, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

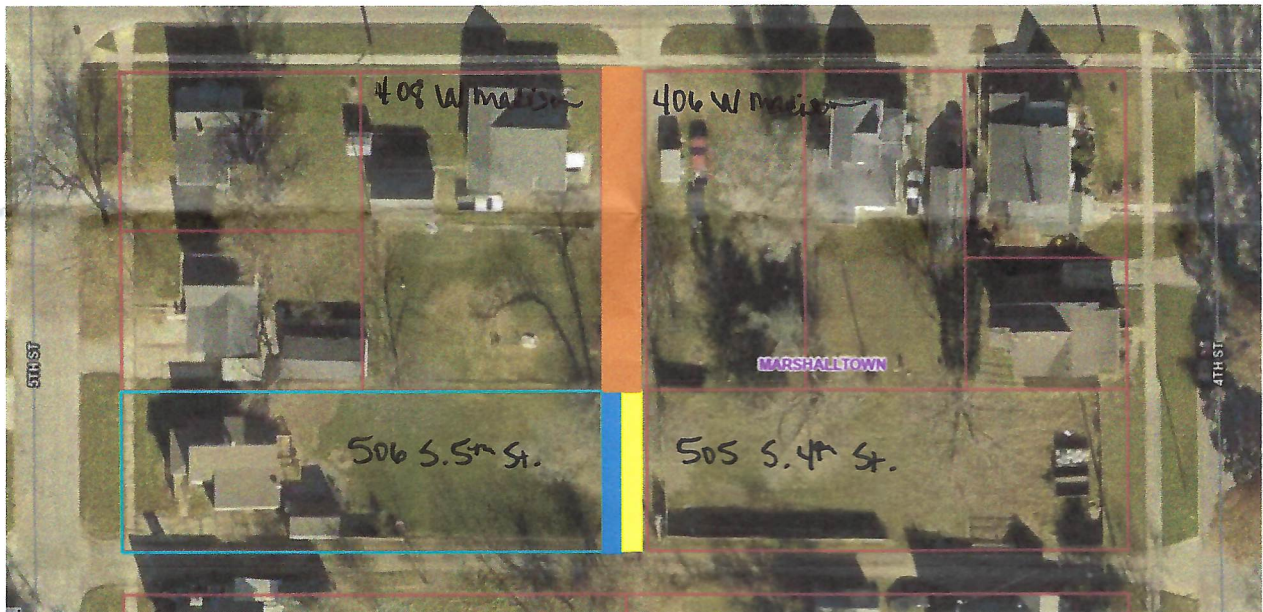
July 31, 2024

Anibal Monge Aguirre
506 South 5th Street
Marshalltown, IA 50158

Anibal,

Per telephone conversations with City staff on 7/23/24, please confirm you want to purchase the portion of the alley highlighted in BLUE. The purchase price will be \$250.

Según conversaciones telefónicas con el personal de la ciudad el 23/7/24, Confirme que desea comprar la parte del callejón resaltada en AZUL. El precio de compra será de \$250.



I, Anibal Monge Aguirre, agree to purchase half of the right-of-way adjacent to my property at 506 South 5th Street for the price of \$250 and will have it combined with my parcel.

Yo, Anibal Monge Aguirre, acepto comprar la mitad del derecho de paso adyacente a mi propiedad en 506 South 5th Street por el precio de \$250 y lo combinaré con mi parcela.

Signature (Firma):  Date (Fecha): 08-06-24

Return to City Clerk, 24 N Center Street or email to clerk@marshalltown-ia.gov by 8/7/24.

Regrese a la Secretaria Municipal, 24 N Center Street o envíe un correo electrónico a clerk@marshalltown-ia.gov antes del 7/8/24.

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



MARSHALLTOWN

— I O W A —

CITY CLERK'S OFFICE

Joel Greer, Mayor &
Interim City Administrator
Alicia Hunter, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5701
Fax - (641) 754-5717

July 31, 2024

Angel Eduardo Monge Nunez
1008 South 2nd Street
Marshalltown, IA 50158

Eduardo,

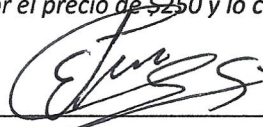
Per telephone conversations with City staff on 7/23/24, please confirm you want to purchase the portion of the alley highlighted in YELLOW. The purchase price will be \$250.

Según conversaciones telefónicas con el personal de la ciudad el 23/7/24, Confirme que desea comprar la parte del callejón resaltada en amarillo. El precio de compra será de \$250.



I, Angel Eduardo Monge Nunez, agree to purchase half of the right-of-way adjacent to my property at 505 South 4th Street for the price of \$250 and will have it combined with my parcel.

Yo, Angel Eduardo Monge Nunez, acepto comprar la mitad del derecho de paso adyacente a mi propiedad en 505 South 4th Street por el precio de \$250 y lo combinaré con mi parcela.

Signature (Firma):  Date (Fecha): 8-5-24

Return to City Clerk, 24 N Center Street or email to clerk@marshalltown-ia.gov by 8/7/24.

Regrese a la Secretaria Municipal, 24 N Center Street o envíe un correo electrónico a clerk@marshalltown-ia.gov antes del 7/8/24.

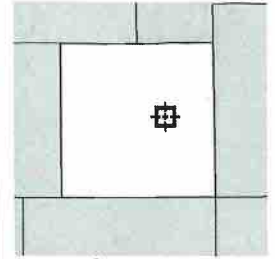
CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson





Overview



Legend

- ☐ Parcels
- ☐ Corporate Limits
- Roads
- Major Highways
 - U.S. Hwy 30
 - Hwy 330
 - State Paved

Date created: 6/24/2024
Last Data Uploaded: 6/24/2024 9:16:47 AM

Developed by **Schneider**
GEOSPATIAL

- Need info of 3 owners including yourself (name and phone number)
- Then it will be taken to council if approved by council then you will have to pay a fee

Quibal Monge

Okay with closure.

641-751-5424

506 S 5th St

~~641-751-5424~~

6-24-24

Eduardo Monge

Okay with closure.

641 354 8473

505 S 4th St

~~641-751-5424~~

7-01-24

Requester:

408 and 406 West Madison St.

LIFE ENTERPRISES LLC

Managing member: Luke Fogle

7-01-24

Luke Fogle

641-751-0251

**RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF
CONTRACT FOR THE MARSHALLTOWN WEST HIGH STREET & SOUTH 6TH
STREET INTERSECTION IMPROVEMENT PROJECT #STR24001 IN THE CITY OF
MARSHALLTOWN, IOWA IN THE AMOUNT OF \$62,702.20 TO CON-STRUCT INC.**

WHEREAS, notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the W High St & S 6th St Intersection Improvement 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>
Con-Struct Inc (Marshalltown, IA)	\$ 62,702.20
TK Concrete, Inc (Pella, IA)	\$ 75,341.00
Boomerang Corp (Anamosa, IA)	\$ 77,690.10
Caliber Concrete LLC (Adair, IA)	\$ 80,693.16
Absolute Concrete (Granger, IA)	\$ 91,035.07
JC Construction (Marshalltown, IA)	\$ 93,335.30
Concrete Professionals (Altoona, IA)	\$ 104,610.87

After consideration of all bids filed, there was determined by the Council that the bid of Con-Struct, Inc., 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 Con-Struct, Inc. 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 Sixty-Two Thousand Seven Hundred and Two and 20/100 (\$62,702.20) 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 26th day of August 2024, and signed this _____ day of August 2024.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: August 26, 2024
RE: W High St & S 6th St Intersection Improvements (STR 24-001) _Award

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective:

Plan and fund improvements to the City's infrastructure and buildings

Recommendation:

Staff recommends accepting the low bid of Con-Struct for the 6th St and High Street Intersection Project (STR 24-001) in the amount of \$62,702.20.

Budget Impact:

The estimated total construction was a base bid of \$90,900 with \$9,100 contingency for a total project cost of \$100,000. The police and fire station building bond fund has remaining funds. Due to bond timing, those were swapped with some funds allocated in the 2021 GO Bond (Fund 363). We are proposing 50% of the costs will be utilized from those police/fire funds with the remainder coming from GO Bonded Street Improvement Plan Funds (also Fund 363). There are sufficient funds to complete this work.

Description/Background:

During the police & fire station building improvement, a consultant was hired to look at signalization for the W High Street & S 6th Street intersection and determined that a traffic signal was not warranted; however, in order to accommodate this intersection as a primary route for the fire trucks, a pre-emption signal was recommended and ultimately installed.

The fire department has expressed concern with the intersection of S 6th St and W High St in relation to turning the fire trucks. Turning movements of fire trucks should have been reviewed and discussed with the fire department personnel during the police and fire station project to understand that when trucks are coming back to the station, they are unable to turn off 6th St onto High St if a car is there waiting to turn south. This project will increase the intersection radius in the southeast quadrant to enable them to do so. Increasing the intersection will require us to extend a very shallow storm sewer pipe and replace an existing storm intake. Due to the pipe shallowness, this structure will need to be custom and cast-in-place.

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



This project has been timed to coordinate with a project that Marshalltown Water Works is doing to replace water main along W High Street. Their water project requires a connection under this intersection, in the northern half of High St with closure of high street and a lane closure of 6th St. Marshalltown Water Works just commenced construction and estimate 2-3 months before being ready to connect in this intersection. In order to prevent tearing out new pavement and to minimize downtime of this intersection, this project should run concurrently with but have pavement placed AFTER Marshalltown Water Works makes their water main connection under the 6th St and High St Intersection. The closure of High Street and lane shift on 6th Street will accommodate both projects.

We have spoken with both police and fire departments and they will utilize the South Street and 6th Street Intersection for access to 6th Street during this closure.

Design and construction phase services for this project is being completed in-house with city staff. The estimated total construction was a base bid of \$90,900 with \$9,100 contingency for a total project cost of \$100,000.

The city received 4 bids on August 14th:

Engineer's Estimate (Base Bid)	\$ 90,900.00
Con-Struct Inc (Marshalltown, IA)	\$ 62,702.20
TK Concrete, Inc (Pella, IA)	\$ 75,341.00
Boomerang Corp (Anamosa, IA)	\$ 77,690.10
Caliber Concrete LLC (Adair, IA)	\$ 80,693.16
Absolute Concrete (Granger, IA)	\$ 91,035.07
JC Construction (Marshalltown, IA)	\$ 93,335.30
Concrete Professionals (Altoona, IA)	\$ 104,610.87

We have proposed a working day contract to be fair to the Contractor, yet emphasize the importance of getting this intersection opened back up very timely. We believe a Contractor should be able to complete this work in 20 working days; however, the coordination with the water main work and needing to do a custom cast-in-place intake may impact / delay construction. Therefore, we have established the contract to allow for 25 working days. Liquidated damages have been set at \$500 / calendar day.

Attachments: Bid Tabulation

i:\public works\council items\2024\str24001 6thst and high st intersection\memo_str24001 6th&high award.docx

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



STR 24-001 W HIGH ST & S 6TH ST INTERSECTION IMPROVEMENTS
CITY OF MARSHALLTOWN, IOWA
BID TABULATION - AUGUST 14, 2024

BASE BID				Engineer's Estimate City of Marshalltown		Con-Struct, Inc Marshalltown, IA		TK Concrete, Inc Pella, IA		Boomerang Corp Anomosa, IA	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Excavation, Class 13	90	CY	\$ 15.00	\$ 1,350.00	\$ 20.00	\$ 1,800.00	\$ 12.50	\$ 1,125.00	\$ 22.50	\$ 2,025.00
2	Subgrade Preparation, 6"	309.2	SY	\$ 6.00	\$ 1,855.20	\$ 4.00	\$ 1,236.80	\$ 5.00	\$ 1,546.00	\$ 0.50	\$ 154.60
3	Subgrade Stabilization, Geogrid (Tri-Ax 160)	309.2	SY	\$ 6.00	\$ 1,855.20	\$ 7.00	\$ 2,164.40	\$ 5.00	\$ 1,546.00	\$ 10.00	\$ 3,092.00
4	Subbase, 8" Modified	130	TON	\$ 60.00	\$ 7,800.00	\$ 25.00	\$ 3,250.00	\$ 35.00	\$ 4,550.00	\$ 33.00	\$ 4,290.00
5	Storm Sewer, Trenched, PVC, SDR26, 12"	7	LF	\$ 120.00	\$ 840.00	\$ 125.00	\$ 875.00	\$ 125.00	\$ 875.00	\$ 150.00	\$ 1,050.00
6	Intake, Type SW-507 (Modified)	1	EA	\$ 14,000.00	\$ 14,000.00	\$ 7,000.00	\$ 7,000.00	\$ 9,000.00	\$ 9,000.00	\$ 12,000.00	\$ 12,000.00
7	Removal, Intake	1	EA	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 500.00	\$ 500.00	\$ 900.00	\$ 900.00
8	Removal, Sidewalk	25.2	SY	\$ 15.00	\$ 378.00	\$ 15.00	\$ 378.00	\$ 10.00	\$ 252.00	\$ 17.50	\$ 441.00
9	Removal, Pavement	118.6	SY	\$ 25.00	\$ 2,965.00	\$ 15.00	\$ 1,779.00	\$ 15.00	\$ 1,779.00	\$ 15.00	\$ 1,779.00
10	Removal, Curb & Gutter	175	LF	\$ 20.00	\$ 3,500.00	\$ 5.00	\$ 875.00	\$ 10.00	\$ 1,750.00	\$ 11.00	\$ 1,925.00
11	Pavement, PCC, 8"	309.2	SY	\$ 85.00	\$ 26,282.00	\$ 70.00	\$ 21,644.00	\$ 90.00	\$ 27,828.00	\$ 80.00	\$ 24,736.00
12	Sidewalk, PCC, 6"	45.0	SF	\$ 20.00	\$ 900.00	\$ 15.00	\$ 675.00	\$ 20.00	\$ 900.00	\$ 12.50	\$ 562.50
13	Sidewalk, PCC, 4"	80.0	SF	\$ 18.00	\$ 1,440.00	\$ 15.00	\$ 1,200.00	\$ 15.50	\$ 1,240.00	\$ 9.00	\$ 720.00
14	Detectable Warning	20.0	SF	\$ 60.00	\$ 1,200.00	\$ 50.00	\$ 1,000.00	\$ 60.00	\$ 1,200.00	\$ 42.00	\$ 840.00
15	Traffic Control	1	LS	\$ 8,000.00	\$ 8,000.00	\$ 3,300.00	\$ 3,300.00	\$ 3,750.00	\$ 3,750.00	\$ 3,000.00	\$ 3,000.00
16	Seeding, Fertilize, and Mulching	1	LS	\$ 1,000.00	\$ 1,000.00	\$ 2,750.00	\$ 2,750.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00
17	Inlet Protection Device	3	EA	\$ 250.00	\$ 750.00	\$ 275.00	\$ 825.00	\$ 250.00	\$ 750.00	\$ 200.00	\$ 600.00
18	Construction Survey	1	LS	\$ 3,000.00	\$ 3,000.00	\$ 2,200.00	\$ 2,200.00	\$ 3,750.00	\$ 3,750.00	\$ 2,025.00	\$ 2,025.00
19	Mobilization	1	LS	\$ 10,784.60	\$ 10,784.60	\$ 8,000.00	\$ 8,000.00	\$ 10,000.00	\$ 10,000.00	\$ 15,650.00	\$ 15,650.00
20	Concrete Washout	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 750.00	\$ 750.00	\$ 1,500.00	\$ 1,500.00	\$ 400.00	\$ 400.00
TOTAL				\$ 90,900.00		\$ 62,702.20		\$ 75,341.00		\$ 77,690.10	

BASE BID				Caliber Concrete LLC Adair, IA		Absolute Concrete Granger, IA		JC Construction Marshalltown, IA		Concrete Professionals Altoona, IA	
ITEM NO.	ITEM	QUANTITY	UNIT	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
1	Excavation, Class 13	90	CY	\$ 40.00	\$ 3,600.00	\$ 93.75	\$ 8,437.50	\$ 35.00	\$ 3,150.00	\$ 36.30	\$ 3,267.00
2	Subgrade Preparation, 6"	309.2	SY	\$ 2.30	\$ 711.16	\$ 3.60	\$ 1,113.12	\$ 7.00	\$ 2,164.40	\$ 4.40	\$ 1,360.48
3	Subgrade Stabilization, Geogrid (Tri-Ax 160)	309.2	SY	\$ 2.00	\$ 618.40	\$ 9.00	\$ 2,782.80	\$ 20.00	\$ 6,184.00	\$ 3.00	\$ 927.60
4	Subbase, 8" Modified	130	TON	\$ 48.00	\$ 6,240.00	\$ 35.50	\$ 4,615.00	\$ 60.00	\$ 7,800.00	\$ 52.45	\$ 6,818.50
5	Storm Sewer, Trenched, PVC, SDR26, 12"	7	LF	\$ 500.00	\$ 3,500.00	\$ 315.00	\$ 2,205.00	\$ 190.00	\$ 1,330.00	\$ 386.00	\$ 2,702.00
6	Intake, Type SW-507 (Modified)	1	EA	\$ 5,000.00	\$ 5,000.00	\$ 6,900.00	\$ 6,900.00	\$ 8,500.00	\$ 8,500.00	\$ 13,875.00	\$ 13,875.00
7	Removal, Intake	1	EA	\$ 1,500.00	\$ 1,500.00	\$ 815.00	\$ 815.00	\$ 2,700.00	\$ 2,700.00	\$ 1,345.00	\$ 1,345.00
8	Removal, Sidewalk	25.2	SY	\$ 9.00	\$ 226.80	\$ 22.50	\$ 567.00	\$ 15.50	\$ 390.60	\$ 12.00	\$ 302.40
9	Removal, Pavement	118.6	SY	\$ 9.00	\$ 1,067.40	\$ 31.25	\$ 3,706.25	\$ 15.50	\$ 1,838.30	\$ 13.65	\$ 1,618.89
10	Removal, Curb & Gutter	175	LF	\$ 9.00	\$ 1,575.00	\$ 7.25	\$ 1,268.75	\$ 15.00	\$ 2,625.00	\$ 9.50	\$ 1,662.50
11	Pavement, PCC, 8"	309.2	SY	\$ 73.63	\$ 22,766.40	\$ 99.50	\$ 30,765.40	\$ 90.00	\$ 27,828.00	\$ 125.00	\$ 38,650.00
12	Sidewalk, PCC, 6"	45.0	SF	\$ 95.00	\$ 4,275.00	\$ 10.65	\$ 479.25	\$ 25.00	\$ 1,125.00	\$ 25.70	\$ 1,156.50
13	Sidewalk, PCC, 4"	80.0	SF	\$ 92.00	\$ 7,360.00	\$ 6.25	\$ 500.00	\$ 20.00	\$ 1,600.00	\$ 14.50	\$ 1,160.00
14	Detectable Warning	20.0	SF	\$ 50.00	\$ 1,000.00	\$ 49.00	\$ 980.00	\$ 60.00	\$ 1,200.00	\$ 44.00	\$ 880.00
15	Traffic Control	1	LS	\$ 4,000.00	\$ 4,000.00	\$ 5,000.00	\$ 5,000.00	\$ 6,500.00	\$ 6,500.00	\$ 6,825.00	\$ 6,825.00
16	Seeding, Fertilize, and Mulching	1	LS	\$ 2,500.00	\$ 2,500.00	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 3,675.00	\$ 3,675.00
17	Inlet Protection Device	3	EA	\$ 250.00	\$ 750.00	\$ 300.00	\$ 900.00	\$ 300.00	\$ 900.00	\$ 130.00	\$ 390.00
18	Construction Survey	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,500.00	\$ 3,000.00	\$ 3,000.00	\$ 2,625.00	\$ 2,625.00
19	Mobilization	1	LS	\$ 9,003.00	\$ 9,003.00	\$ 10,000.00	\$ 10,000.00	\$ 11,000.00	\$ 11,000.00	\$ 14,320.00	\$ 14,320.00
20	Concrete Washout	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00	\$ 2,000.00	\$ 2,000.00	\$ 1,050.00	\$ 1,050.00
TOTAL				\$ 80,693.16		* \$ 91,035.07		\$ 93,335.30		* \$ 104,610.87	

* Indicates correction of mathematical error; unit price was held.

**RESOLUTION APPROVING PLANS, SPECIFICATIONS, FORM OF
CONTRACT AND OPINION OF PROBABLE COST FOR THE RIVERVIEW
PARK IMPROVEMENT PROJECT #PRK23001, IN THE CITY OF
MARSHALLTOWN, IOWA**

WHEREAS, there was placed on file in the office of the Clerk of the City of Marshalltown, Iowa, proposed plans and specifications, proposed form of contract and estimated cost for a public improvement in the City of Marshalltown, Iowa, for the Riverview Park Improvement Project, Project No. PRK23001, as fully set forth in the resolution ordering same, and that public notice of hearing on such plans, specifications and form of contract were duly published in the Marshalltown Times-Republican in time for hearing now before the Council, and

WHEREAS, written objections to the plans, specifications and form of contract have been called for and no such written objections have been filed with the City Clerk, and oral objections being called for and no oral objections being made in open Council, it is the decision of this Council that such plans, specifications, form of contract and estimate of cost should be approved.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that the plans, specifications, form of contract and opinion of probable cost heretofore placed on file and upon which public notice has been duly given and no objections thereto have been made either in writing or in open council, the Council does now adopt and approve the plans, specifications, form of contract and opinion of probable cost for Project No PRK23001, being the Riverview Park Improvement Project in the city of Marshalltown, Iowa.

Passed this 26th day of August, and signed this _____ day of August 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A Parks & Recreation

Joel Greer, Mayor
Alicia Hunter, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5715
Fax - (641) 754-5717

To: Mayor Greer and the City Council
From: Geoff Hubbard, Parks & Recreation Director
Date: August 8, 2024
RE: Order Construction – Riverview Park Improvements Phase 1, Project No. PRK23001

Policy Issue: City policy requires Governing Body approval of Resolution ordering construction.

Recommendation: Staff recommends approving the Resolution ordering construction of the Riverview Park Phase 1.

Background: This project includes the construction of four pickleball, a turf volleyball/foot volleyball court, and lighting for those and the current basketball court. Two horseshoe pits will be added near the log cabin. The project will also make some improvements to the lagoon and put a new bridge over it replacing the old one.

Budget Impact: This project will be funded with 353 Go Bond funds.

Attachment: None

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson



PROJECT MANUAL

Riverview Park Phase 1

City of Marshalltown

Marshalltown, Iowa

August, 2024

BMI Project No. OT6.131006



Real People. Real Solutions.

[Bolton-Menk.com](https://www.bolton-menk.com)

SECTION 00005 - CERTIFICATION PAGE

PROJECT MANUAL
FOR
RIVERVIEW PARK PHASE 1
CITY OF MARSHALLTOWN
MARSHALLTOWN, IOWA
AUGUST, 2024
BMI PROJECT NO. OT6.131006

	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. _____ Date: _____ Greg Broussard License No. 21974 My renewal date is December 31, 2025 Pages or sheets covered by this seal: _____
	I hereby certify that the portion of this technical submission described below was prepared by me or under my direct personal supervision and responsible charge. I am a duly licensed Professional Landscape Architect under the laws of the State of Iowa. _____ Date: _____ Casey Byers License No. 00637 My renewal date is June 30, 2025 Pages or sheets covered by this seal: _____
	I hereby certify that the portion of this technical submission described below was prepared by me or under my direct personal supervision and responsible charge. I am a duly licensed Professional Landscape Architect under the laws of the State of Iowa. _____ Date: _____ Ryan J. Anderson License No. 710 My renewal date is June 30, 2025 Pages or sheets covered by this seal: _____

SECTION 00010 - TABLE OF CONTENTS

Riverview Park Phase 1
City of Marshalltown

CONTRACT DOCUMENTS:

PROJECT MANUAL:

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

00005 - CERTIFICATION PAGE
00010 - TABLE OF CONTENTS
00100 - NOTICE TO BIDDERS
00110 - NOTICE OF PUBLIC HEARING
00200 - INSTRUCTIONS TO BIDDERS
00410 - PROPOSAL
00420 - BID BOND
00500 - CONTRACT
00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND
00800 - SPECIAL PROVISIONS
00900 - NOTICE OF AWARD
00910 - NOTICE TO PROCEED

Technical Specifications

Athletic Equipment
Acrylic Court Surfacing
Chain Link Fencing

Supplemental Specifications

Division SB – Pedestrian Bridge, Abutments and Weir Wall
Special Provision – Section 9030 – Plant Material

DRAWINGS (UNDER SEPARATE COVER):

48 sheets numbered A.01 through V10, inclusive, dated August 8, 2024, and with each sheet bearing the following general title:

Riverview Park Phase 1
City of Marshalltown

APPENDICES

SWPPP FORMS
SOIL BORINGS

**This project is based on
SUDAS STANDARD SPECIFICATIONS, 2024 EDITION
unless modified herein.**

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

SECTION 00100 - NOTICE TO BIDDERS

Riverview Park Phase 1
City of Marshalltown
Marshalltown, Iowa

Receipt and Opening of Sealed Proposals. Sealed proposals for the work comprising the repair or improvement as stated below must be filed before 10:00 A.M. on September 3, 2024, in the office of the Clerk, 24 N. Center Street, Marshalltown, Iowa 50158. Sealed proposals will be opened and publicly read with bids being tabulated at that time. The results will be reported to the City of Marshalltown at its meeting at 5:30 P.M. on September 9, 2024, at which time the Council may take action on the proposals submitted or at such time as may then be fixed. The City of Marshalltown Council reserves the right to reject any or all bids, to waive informalities or technicalities in any bid, and to enter into such contract, or contracts, as it shall deem to be in the best interest of the City of Marshalltown.

Time for Commencement and Completion of Work. Work on the improvement shall commence upon approval of the contract by the Council and as stated in the Notice to Proceed. All work under the contract must be complete on or before August 1, 2025. Liquidated damages are as set forth in Section 00500 – Contract.

Bid Security. Each Bidder shall accompany its bid with bid security, as defined in Iowa Code Section 26.8, as security that the successful Bidder will enter into a contract for the work bid upon. The Bidder's security shall be in an amount equal to 5 percent of the total amount of the bid. The bid shall contain no condition except as provided in the specifications. If the Bidder fails to execute the contract and to furnish an acceptable Performance, Payment, and Maintenance Bond or provide a Certificate of Insurance within ten (10) days after acceptance of the bid by the City, the bid security may be forfeited or cashed by the City as liquidated damages.

Contract Documents. Copies of the project documents are available for a price of \$25.00 per set. This fee is refundable, provided the plans and specifications are returned complete and in reusable condition, and they are returned within fourteen (14) calendar days after the award of the project. Please make your check payable to Bolton & Menk, Inc. and send it to 430 E Grand Ave, Suite 101, Des Moines, IA 50309. Complete digital project bidding documents are available at www.bolton-menk.com or www.questcdn.com. You may view the digital plan documents for free by entering QuestCDN Project #9263726 on the website's Project Search page. Documents may be downloaded for \$0.00. Please contact QuestCDN.com at 952-233-1632 or info@questcdn.com for assistance in free membership registration, viewing, downloading, and working with this digital project information.

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

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

PROJECT DESCRIPTION: This project, at approximately 2.25 AC of disturbed area, includes a pickleball court, artificial turf volleyball court, pedestrian bridge, weir wall, and playground. A horseshoe court is included as alternate #1. Additional site elements include sport court lighting, bank restoration, pedestrian bridge abutments, and segments of paved trail that connect site improvements with existing trail.

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

Alicia Hunter
Clerk

SECTION 00110 - NOTICE OF PUBLIC HEARING

Riverview Park Phase 1
City of Marshalltown
Marshalltown, Iowa

Public Hearing on Proposed Contract Documents and Estimated Costs for Repair or Improvement. A public hearing will be held by the City of Marshalltown on the proposed contract documents (plans, specifications and form of contract) and estimated cost for the improvement at its meeting at 5:30 P.M. on August 26, 2024, at 24 N. Center Street, Marshalltown, Iowa 50158.

PROJECT DESCRIPTION: This project, at approximately 2.25 AC of disturbed area, includes a pickleball court, artificial turf volleyball court, pedestrian bridge, weir wall, and playground. A horseshoe court is included as alternate #1. Additional site elements include sport court lighting, bank restoration, pedestrian bridge abutments, and segments of paved trail that connect site improvements with existing trail.

At said hearing, the Council will consider the plans, specifications, proposed form of contract, and estimated total cost for the project, the same now being on file in the office of the Clerk, 24 N. Center Street, Marshalltown, Iowa 50158, reference to which is made for a more detailed and complete description of the proposed improvements, and at said time and place the said Council will also receive and consider any objections to said plans, specifications, estimate of cost, and form of contract made by any interested party.

SECTION 00200 - INSTRUCTIONS TO BIDDERS

Riverview Park Phase 1
City of Marshalltown
Marshalltown, Iowa

The work comprising the above referenced project shall be constructed in accordance with the SUDAS Standard Specifications, 2024 Edition, and as further modified by the supplemental specifications and special provisions included in the contract documents. The terms used in the contract version of the documents are defined in said standard specifications. Before submitting a bid, please review the requirements of Division One, General Provisions and Covenants. Please be certain that all documents have been completed properly, as failure to complete and sign all documents and to comply with the requirements listed below can cause a submitted bid not to be read.

ARTICLE 1—BID SECURITY

- 1.01 The bid security must be in the minimum amount of 5% of the total bid amount including all add alternates (do not deduct the amount of deduct alternates).
- 1.02 Bid security other than said bid bond shall be in accordance with Chapter 26 of the Iowa Code.
- 1.03 Bid security shall be in the form of a cashier's check or certified check drawn on a state chartered or federally chartered bank; or a certified share draft drawn on a state chartered or federally chartered credit union; or a bidder's bond with corporate surety satisfactory to the City of Marshalltown, hereinafter called the "Jurisdiction".
- 1.04 All signatures on the bid bond must be original signatures in ink; electronic, copies, or facsimile (fax) of any signature on the bid bond is not acceptable.
- 1.05 The bid bond must be submitted on the enclosed Bid Bond form as no other bid bond forms are acceptable.

ARTICLE 2—SUBMISSION OF THE PROPOSAL AND IDENTITY OF BIDDERS

- 2.01 The Proposal shall be sealed in an envelope, properly identified as the "Proposal", with the project title and the name and address of the Bidder. The bid security shall be sealed in a separate envelope identified as the "Bid Security" and attached to the outside of the bid proposal envelope. The Proposal and Bid Security shall be deposited with the Jurisdiction at or before the time and at the place provided in the Notice to Bidders. It is the sole responsibility of the Bidder to see that its proposal is delivered to the Jurisdiction prior to the time for opening bids along with the appropriate bid security. Any proposal received after the scheduled time for the receiving of proposals will be returned to the Bidder unopened and will not be considered.
- 2.02 The following documents shall be completed, signed, and returned in the proposal envelope. The bid cannot be read if any of these documents are omitted from the proposal envelope.
 - A. PROPOSAL – Complete each of the following parts:
 - Part B – Acknowledgment of Addenda, if any have been issued;
 - Part C – Bid Items, Quantities and Prices;
 - Part F – Additional Requirements; and
 - Part G – Identity of Bidder.
- 2.03 Sign the proposal. The signature on the proposal and all proposal attachments must be an original signature in ink signed by the same individual who is the company owner or an authorized officer of the company; copies or facsimile of any signature will not be accepted.
- 2.04 Documents must be submitted as printed. No alterations, additions, or deletions are permitted. If the Bidder notes a requirement in the contract documents which the Bidder believes will require a conditioned or unsolicited

alternate bid, the Bidder must immediately notify the Engineer in writing. The Engineer will issue any necessary interpretation by an addendum.

2.05 Division 1 - General Provisions and Covenants of the 2024 SUDAS Standard Specifications is modified as follows:

A. Section 1020.1.09B, Unit Price Attachment.

A computer-generated unit price attachment may be submitted by the Bidder as specified by this section.

ARTICLE 3—PROSECUTION AND PROGRESS OF THE WORK

3.01 The work is located in the City of Marshalltown.

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

3.02 Community Events.

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

N/A

3.03 Each successful Bidder will be required to furnish a corporate surety bond in an amount equal to 100% of its contract price. Said bond shall be issued by a responsible surety approved by City of Marshalltown and shall guarantee the faithful performance of the contract, the terms and conditions therein contained, the prompt payment of all material and labor, protect and save harmless the City of Marshalltown from claims and damages of any kind caused by the operations of the contract, and shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 4 years from and after acceptance of the work.

3.04 The City of Marshalltown, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42U.S.C. 2000d to 2000d-4 and Title 49 Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all Bidders that it will affirmatively ensure that with any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

ARTICLE 4—PREFERENCE OF PRODUCTS AND LABOR

4.01 In accordance with Iowa statutes, a resident bidder shall be allowed preference against a nonresident bidder from a state or foreign country provided that state or foreign country gives or requires any preference to bidders from that state or foreign country. This includes, but is not limited to any preference to bidders, the imposition of any type of labor force preference, or any other form of preferential treatment to bidders or laborers from that state or foreign country. The preference allowed shall be equal to the preference given or required by the state or foreign country in which the nonresident bidder is a resident. In the instance of a resident labor force preference, a nonresident bidder shall apply the same resident labor force preference to a public improvement in this state as would be required in the construction of a public improvement by the state or foreign country in which the nonresident bidder is a resident. If it is determined that this may cause denial of federal funds which would otherwise be available or would otherwise be inconsistent with requirements of any federal law or regulation, this resident bidder preference shall be suspended, but only to the extent necessary to prevent denial of the funds or to eliminate the inconsistency with federal requirements.

ARTICLE 5—TAXES

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

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

SECTION 00410 - PROPOSAL

Riverview Park Phase 1
City of Marshalltown
Marshalltown, Iowa

PROPOSAL: PART A – SCOPE

The City of Marshalltown, hereinafter called the “Jurisdiction”, has need of a qualified contractor to complete the work comprising of the below referenced repair or improvement. The undersigned Bidder hereby proposes to complete the work comprising of the below referenced repair or improvement as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the Mayor, at the prices hereinafter provided in Part C of the Proposal, for the improvements on the Riverview Park Phase 1.

PROPOSAL: PART B – ACKNOWLEDGMENT OF ADDENDA

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

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

ADDENDUM NUMBER _____

and certifies that said addenda were utilized in the preparation of this bid.

PROPOSAL: PART C – BID ITEMS AND QUANTITIES

UNIT PRICE CONTRACTS: The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items and Quantities. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items and Quantities are approximate only, but are considered sufficiently adequate for the purpose of comparing bids.

SEE INCLUDED PROPOSAL ATTACHMENT

PROPOSAL: PART D – GENERAL

The Bidder hereby acknowledges that the Jurisdiction, in advertising for public bids for this project reserves the right to:

1. Reject any or all bids. Award of the contract, if any, to be to the lowest responsible, responsive Bidder; and
2. Reject any or all alternates in determining the items to be included in the contract. Designation of the lowest responsible, responsive Bidder to be based on comparison of the total bid only, not including any alternates; and
3. Make such alterations in the contract documents or in the proposal quantities as it determines necessary in accordance with the contract documents after execution of the contract. Such alterations shall not be considered a waiver of any conditions of the contract documents, and shall not invalidate any of the provisions thereof; and

The Bidder hereby agrees to:

1. Enter into a contract, if this proposal is selected, in the form approved by the Jurisdiction, provide proof of registration with the Iowa Division of Labor in accordance with Chapter 91C of the Iowa Code, and furnish a performance, maintenance, and payment bond; and
2. Forfeit bid security, not as a penalty but as liquidated damages, upon failure to enter into such contract and/or to furnish said bond; and
3. Commence the work upon written Notice to Proceed; and
4. Complete the work in accordance with the completion dates defined in Section 00500 – Contract; and
5. Pay liquidated damages for noncompliance with said completion provisions at the rate detailed in Section 00500 – Contract for each calendar day thereafter that the work remains incomplete.

PROPOSAL: PART E – NON-COLLUSION AFFIDAVIT

The Bidder hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement with the Jurisdiction; and
2. That no individual employed by the Bidder has employed any person to solicit or procure the work on this project, nor will any employee of the Bidder make any payment or agreement for payment of any compensation in connection with the procurement of this project; and
3. That no part of the bid price received by the Bidder was or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Bidder whose services in connection with the construction of the project were in the regular course of their duties for the Bidder; and
4. That this proposal is genuine and not collusive or sham; that the Bidder has not colluded, conspired, connived, or agreed, directly or indirectly, with any Bidder or person, to submit a sham bid or to refrain from bidding; and
5. That the bid has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the bid price of the Bidder or of any other Bidder; and
6. That all statements in this proposal are true; and
7. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Bidder.

PROPOSAL: PART F – ADDITIONAL REQUIREMENTS

The Bidder hereby agrees to comply with the additional requirements listed below which are included in this proposal and identified as proposal attachments:

ITEM NO.	DESCRIPTION OF ATTACHMENT
1.	None

PROPOSAL: PART G - IDENTITY OF BIDDER

The Bidder shall indicate whether the bid is submitted by a/an:

☐ Individual,
Sole Proprietorship

Bidder

☐ Partnership

Signature

☐ Corporation

Name (Print/Type)

☐ Limited Liability Company

Title

☐ Joint-Venture; all parties must join-in and
execute all documents

Street Address

☐ Other

City, State, Zip Code

Telephone Number

The Bidder shall enter its
Public Registration Number

E-Mail Address

issued by the Iowa Commissioner of Labor
Pursuant Section 91C.5 of the Iowa Code.

**Type or print the name and title of the company's
owner, president, CEO, etc. if a different person
than entered above.**

Failure to provide said Registration
Number shall result in the bid being read
under advisement. A contract will not be
executed until the contractor is registered.

Name

Title

NOTE: The signature on this proposal must be an original signature in ink; copies, facsimiles, or electronic signatures will not be accepted.

All bidders must submit the following completed form to the governmental body requesting bids per 875 Iowa Administrative Code Chapter 156.

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 non-resident 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: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

Dates: _____ to _____ Address: _____
(mm/dd/yyyy) City, State, Zip: _____

You may attach additional sheet(s) if needed.

To be completed by non-resident bidders.

Part C

- Name of home state or foreign country reported to the Iowa Secretary of State: _____
- Does your company's home state or foreign country offer preferences to bidders who are residents? ☐ Yes ☐ No
- 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 reason to reject my bid.

Firm Name: _____

Signature: _____ Date: _____

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.

PROPOSAL ATTACHMENT: PART C – BID ITEMS AND QUANTITIES

Riverview Park Phase 1
City of Marshalltown
Marshalltown, Iowa

This is a UNIT PRICE CONTRACT. The Bidder must provide the Unit Bid Price, the Total Bid Price, any Alternate Prices, and the Total Construction Costs on the Proposal Attachment: Part C – Bid Items and Quantities. In case of discrepancy, the Unit Bid Price governs. The quantities shown on the Proposal Attachment: Part C – Bid Items and Quantities are approximate only, but are considered sufficiently adequate for the purpose of comparing bids.

BASE BID										
ITEM NO.	DESCRIPTION	UNIT	PEDESTRIAN BRIDGE	WEIR WALL	PLAYGROUND	PICKLEBALL COURTS	HORSE SHOE	TOTAL EST. QUANTITY	UNIT PRICE	TOTAL
1	CLEARING AND GRUBBING	EA	0.5	0	0.5	0	0	1		
2	TOPSOIL, ON-SITE, 8 INCH	CY	273	318	485	600	0	1676		
3	TOPSOIL, COMPOST AMENDED	CY	0	0	110	0	0	110		
4	EXCAVATION, CLASS 10	CY	627	1400	267	1952	0	4246		
5	TEMPORARY BERM, INSTALLATION AND REMOVAL	CY	0	120	0	0	0	120		
6	SUBGRADE PREPARATION, 12 INCHES	SY	0	0	0	1077	0	1077		
7	SUBBASE, MODIFIED, 4 INCHES	SY	456	0	510	493	0	1459		
8	SUBBASE, 1 INCH CLEAN, 12 INCHES	SY	0	0	0	1077	0	1077		
9	SUBBASE, SAND, 9 INCHES	SY	0	0	0	1077	0	1077		
10	REMOVAL OF PEDESTRIAN BRIDGE	LS	1	0	0	0	0	1		
11	REMOVAL OF PLAYGROUND EQUIPMENT	LS	0	0	1	0	0	1		
12	REMOVAL OF BENCHES	EA	0	0	5	0	0	5		
13	REMOVAL OF EXISTING BERM	LS	0	1	0	0	0	1		

14	COMPACTION TESTING	LS	1	0	0	0	0	1		
15	PIPE APRON, 15 INCH	EA	0	1	0	0	0	1		
16	SUBDRAIN, 4", PERFORATED	LF	0	0	744	680	0	1424		
17	SUBDRAIN CLEANOUT, PVC, 4 INCH	EA	0	0	3	11	0	14		
18	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 4 INCH	EA	0	0	1	1	0	2		
19	RELOCATE WATER SERVICE	EA	0	0	1	0	0	1		
20	INTAKE, SW-512	EA	0	0	4	0	0	4		
21	SPORT COURT RIBBON CURB	LF	0	0	0	398	0	398		
22	PCC PAVEMENT SAMPLES AND TESTING	LS	1	0	0	0	0	1		
23	REMOVAL OF TENNIS COURT	SY	0	0	0	865	0	865		
24	REMOVAL OF SIDEWALK	SY	306	0	28	164	0	498		
25	SIDEWALK, PCC, 5 INCH	SY	312	0	375	322	0	1009		
26	COURT PAVEMENT, PCC, 6 INCH, REINFORCED	SY	0	0	0	978	0	978		
27	FULL DEPTH PATCHES, PCC, M-4, 6 INCH	SY	0	0	55	0	0	55		
28	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN	AC	0.25	0.2	0.38	0.53	0	1.36		
29	PLANTS WITH WARRANTY, DECIDUOUS SHRUBS, (3 GAL)	EA	0	0	4	0	0	4		
30	PLANTS WITH WARRANTY, PERENNIAL (1 GAL)	EA	0	0	259	0	0	259		
31	PLANTS WITH WARRANTY, DECIDUOUS TREE, (1.5" CAL.)	EA	0	0	3	0	0	3		
32	SWPPP PREPARATION	LS	1	0	0	0	0	1		
33	SWPPP MANAGEMENT	LS	1	0	0	0	0	1		
34	RIP RAP, CLASS E	TON	232	44	0	0	0	276		

35	SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL	LF	850	350	500	750	0	2450		
36	STABILIZED CONSTRUCTION ENTRANCE	SY	224	0	0	0	0	224		
37	EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 1	AC	1	0	0	0	0	1		
38	EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 2	AC	1	0	0	0	0	1		
39	CHAIN LINK FENCE, COMMERCIAL, BLACK, 6' HEIGHT	LF	0	0	0	455	0	455		
40	COURT DIVISION FENCING, CHAIN LINK, BLACK, 4' HEIGHT	LF	0	0	0	96	0	96		
41	SINGLE GATE. CHAIN LINK, BLACK. 6' HEIGHT, 4' WIDTH	EA	0	0	0	2	0	2		
42	DOUBLE GATE. CHAIN LINK, BLACK. 6' HEIGHT, 10' TOTAL WIDTH	EA	0	0	0	1	0	1		
43	REMOVAL OF FENCE	LF	0	0	0	372	0	0		
44	TEMPORARY FENCE, ORANGE PLASTIC	LF	680	450	640	830	0	0		
45	CONSTRUCTION SURVEY	LS	1	0	0	0	0	0		
46	MOBILIZATION	LS	0.25	0.25	0.25	0.25	0	0		
47	CONCRETE WASHOUT	LS	1	1	1	1	0	0		
48	BACKED BENCH	EA	0	0	4	1	0	0		
49	POURED IN PLACE PLAYGROUND SURFACING	SF	0	0	5300	0	0	0		
50	ENGINEERED WOOD FIBER PLAYGROUND SURFACING	CY	0	0	80	0	0	0		
51	PEDESTRIAN BRIDGE ABUTMENTS	LS	1	0	0	0	0	0		
52	PREFABRICATED PEDESTRIAN BRIDGE	LS	1	0	0	0	0	0		
53	WEIR WALL	LS	0	1	0	0	0	0		
54	ACRYLIC COURT SURFACING	SY	0	0	0	978	0	0		

55	PICKLEBALL NET AND POST SYSTEM	EA	0	0	0	4	0	0		
56	VOLLEYBALL NET AND POST SYSTEM	EA	0	0	0	2	0	0		
57	ARTIFICIAL TURF SURFACING	SY	0	0	0	2376	0	0		
58	SPORT COURT LIGHTING	LS	0	0	0	1	0	0		
TOTAL BASE BID:										

ALTERNATE A										
ITEM NO.	DESCRIPTION	UNIT	PEDESTRIAN BRIDGE	WEIR WALL	PLAYGROUND	PICKLEBALL COURTS	HORSE SHOE	TOTAL EST. QUANTITY	UNIT PRICE	TOTAL
A1	CLEARING AND GRUBBING	EA	0	0	0	0	1	0		
A2	TOPSOIL, ON-SITE, 8 INCH	CY	0	0	0	0	132	0		
A3	EXCAVATION, CLASS 10	CY	0	0	0	0	63	0		
A4	SUBBASE, MODIFIED, 4 INCHES	SY	0	0	0	0	126	0		
A5	PCC PAVEMENT SAMPLES AND TESTING	LS	0	0	0	0	1	0		
A6	REMOVAL OF VOLLEYBALL COURT	SY	0	0	0	0	267	0		
A7	SIDEWALK, PCC, 5 INCH	SY	0	0	0	0	84	0		
A8	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN	AC	0	0	0	0	0.25	0		
A9	SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL	LF	0	0	0	0	225	0		
A10	TEMPORARY FENCE, ORANGE PLASTIC	LF	0	0	0	0	250	0		
A11	MOBILIZATION - ALTERNATE A	LS	0	0	0	0	1	0		
A12	CONCRETE WASHOUT	LS	0	0	0	0	1	0		
ALTERNATE A:										

TOTAL BASE BID PLUS ALTERNATE A:	
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NOTE: IT IS UNDERSTOOD THAT THE ABOVE QUANTITIES ARE ESTIMATED FOR THE PURPOSE OF THIS BID. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION AS NOTED IN SECTION 00500 - "CONTRACT" OF THIS PROJECT MANUAL.

Bidder Name

SECTION 00420 - BID BOND

Riverview Park Phase 1
City of Marshalltown
Marshalltown, Iowa

KNOW ALL BY THESE PRESENTS:

That we, _____, as Principal, and _____, as Surety, are held and firmly bound unto, City of Marshalltown as Obligee, (hereinafter referred to as "the Jurisdiction"), in the penal sum of _____ dollars (\$ _____), lawful money of the United States, for which payment said Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents.

The condition of the above obligation is such that whereas the Principal has submitted to the Jurisdiction a certain proposal, in a separate envelope, and hereby made a part hereof, to enter into a contract in writing, for the following project:

Project Title: Riverview Park Phase 1

Project Description: This project, at approximately 2.25 AC of disturbed area, includes a pickleball court, artificial turf volleyball court, pedestrian bridge, weir wall, and playground. A horseshoe court is included as alternate #1. Additional site elements include sport court lighting, bank restoration, pedestrian bridge abutments, and segments of paved trail that connect site improvements with existing trail.

The Surety hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Jurisdiction may accept such bid or execute such Contract; and said Surety does hereby waive notice of any such extension.

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Marshall County, State of Iowa. If legal action is required by the Jurisdiction against the Surety or Principal to enforce the provisions of the bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Surety or Principal agrees to pay the Jurisdiction all damages, costs, and attorney fees incurred by enforcing any of the provisions of this Bond. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers, and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against Surety for any amount guaranteed hereunder whether action is brought against Principal or whether Principal is joined in any such action or actions or not.

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

Signed and sealed this _____ day of _____, 20_____.

SURETY:

PRINCIPAL:

Surety Company

Bidder

By:

Signature Attorney-in-Fact/Officer

By:

Signature

Name of Attorney-in-Fact/Officer

Name (Print/Type)

Company Name

Title

Company Address

Address

City, State, Zip Code

City, State, Zip Code

Company Telephone Number

Telephone Number

Company E-Mail

E-Mail

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

SECTION 00500 - CONTRACT

Riverview Park Phase 1
City of Marshalltown
Marshalltown, Iowa

THIS CONTRACT, made and entered into this _____ day of _____, 20____, by and between the City of Marshalltown hereinafter called the "Jurisdiction", and _____
hereinafter called the "Contractor".

WITNESSETH:

The Contractor hereby agrees to complete the work comprising the Riverview Park Phase 1 as specified in the contract documents, which are officially on file with the Jurisdiction, in the office of the Clerk, City of Marshalltown, 24 N. Center Street, Marshalltown, Iowa. This Contract includes all such contract documents. All work under this Contract shall be constructed in accordance with the SUDAS Standard Specifications, 2024 Edition and as further modified by the Special Provisions, Technical Specifications and Supplemental Specifications included in said contract documents and the Contract Attachment which is attached hereto. The Contractor further agrees to complete the work in strict accordance with said contract documents, and to guarantee the work as required by law for the time required in said contract documents after its acceptance by the Jurisdiction.

This Contract is awarded and executed for completion of the work specified in the contract documents for the bid prices shown on the Contract Attachment: Bid Items and Quantities which were proposed by the Contractor in its Proposal submitted in accordance with the Notice to Bidders and Notice of Public Hearing for the following project:

Project Title: Riverview Park Phase 1

Project Description: This project, at approximately 2.25 AC of disturbed area, includes a pickleball court, artificial turf volleyball court, pedestrian bridge, weir wall, and playground. A horseshoe court is included as alternate #1. Additional site elements include sport court lighting, bank restoration, pedestrian bridge abutments, and segments of paved trail that connect site improvements with existing trail.

The Contractor agrees to perform said work for and in consideration of the Jurisdiction's payment of the bid amount of _____ dollars (\$_____), which amount shall constitute the required amount of the Performance, Payment and Maintenance Bond. The Contractor hereby agrees to commence work as stated in the written Notice to Proceed; and substantially complete the work in accordance with the following contract provisions:

CONTRACT PROVISIONS

- A. Completion Date: Date
 - 1. The work will be substantially completed on or before 7/1/2025, and completed and ready for final payment in accordance with General Conditions on or before 8/1/2025.
- B. Liquidated Damages
 - 1. Pay liquidated damages for noncompliance with said completion provisions in the amount of Three Hundred Dollars (\$300.00) for each calendar day the work remains incomplete.
- C. Maintenance Bond & Warranty
 - 1. To remedy any and all defects that may develop in or result from work to be performed under the Contract within the City of Marshalltown, from the date of acceptance of the work under the Contract, by reason of defects in workmanship or materials used in construction of said work.

2. Shall also guarantee the maintenance of the improvement caused by failures in materials and construction for a period of 4 years from and after acceptance of the work.

D. Bid Quantity Revisions

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

IN WITNESS WHEREOF, the Parties hereto have executed this instrument, in triplicate on the date first shown written.

JURISDICTION: City of Marshalltown

CONTRACTOR:

By: _____
Joel Greer, Mayor

Company Name

(Seal)
ATTEST:

Signature

By: _____
Alicia Hunter, Clerk

Name (Print/Type)

Title

Street Address

City, State, Zip Code

Telephone

E-Mail

CONTRACTOR PUBLIC REGISTRATION INFORMATION to be Provided By:

1. All Contractors: The Contractor shall enter its Public Registration No. _____ issued by the Iowa Commissioner of Labor pursuant to Section 91C.5 of the Iowa Code.
2. Out-of-State Contractors:
 - A. Pursuant to Section 91C.7 of the Iowa Code, an out-of-state contractor, before commencing a contract in excess of five thousand dollars in value in Iowa, shall file a bond with the division of labor services of the department of workforce development. The Contractor should contact 515-242-5871 for further information. Prior to contract execution, the Jurisdictional Engineer may forward a copy of this contract to the Iowa Department of Workforce Development as notification of pending construction work. It is the Contractor's responsibility to comply with said Section 91C.7 before commencing this work.
 - B. Prior to entering into contract, the designated low bidder, if it is a corporation organized under the laws of a state other than Iowa, shall file with the Jurisdictional Engineer a certificate from the Secretary of the State of Iowa showing that it has complied with all the provisions of Chapter 490 of the Code of Iowa, as amended, governing foreign corporations. For further information contact the Iowa Secretary of State Office at 515-281-5204.

Bond No. _____
Name of Surety _____

NOTE: All signatures on this contract must be original signatures in ink; electronic, copies or facsimile of any signature will not be accepted.

CORPORATE ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known, who, being by me duly sworn, did say that they are the _____, and _____, respectively, of the corporation executing the foregoing instrument; that (no seal has been procured by) (the seal affixed thereto is the seal of) the corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of the Board of Directors; that _____ and _____ acknowledged the execution of the instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20_____

PARTNERSHIP ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ to me personally known, who being by me duly sworn, did say that the person is one of the partners of _____, a partnership, and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20_____

INDIVIDUAL ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20_____, before me, the undersigned, a Notary Public in and for the State of _____, personally appeared _____ and _____, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that (he) (she) (they) executed the instrument as (his) (her) (their) voluntary act and deed.

Notary Public in and for the State of _____
My commission expires _____, 20_____

LIMITED LIABILITY COMPANY ACKNOWLEDGMENT

State of _____)
) SS
_____ County)

On this _____ day of _____, 20_____, before me a Notary Public in and for said State, personally appeared _____, to me personally known, who being by me duly sworn did say that person is _____ of said _____, that (the seal affixed to said instrument is the seal of said _____ OR no seal has been procured by the said) _____, and that said instrument was signed and sealed on behalf of the said _____, by authority of its managers and the said _____ acknowledged the execution of said instrument to be the voluntary act and deed of said _____, by it voluntarily executed.

Notary Public in and for the State of _____
My commission expires _____, 20_____

CONTRACT ATTACHMENT: ITEM 1: GENERAL – NONE

CONTRACT ATTACHMENT: ITEM 2: BID ITEMS AND, QUANTITIES

THIS CONTRACT IS AWARDED AND EXECUTED FOR COMPLETION OF THE WORK SPECIFIED IN THE CONTRACT DOCUMENTS FOR THE BID PRICES TABULATED BELOW AS PROPOSED BY THE CONTRACTOR IN ITS PROPOSAL SUBMITTED IN ACCORDANCE WITH NOTICE TO BIDDERS AND NOTICE OF PUBLIC HEARING. ALL QUANTITIES ARE SUBJECT TO REVISION BY THE JURISDICTION. THE JURISDICTION RESERVES THE RIGHT TO ADJUST QUANTITIES AS NECESSARY TO MAXIMIZE FUNDS BUDGETED FOR THIS PROJECT AS NOTED IN SECTION 00500 – CONTRACT.

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SECTION 00610 - PERFORMANCE, PAYMENT AND MAINTENANCE BOND

Riverview Park Phase 1
City of Marshalltown
Marshalltown, Iowa

KNOW ALL BY THESE PRESENTS:

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

The conditions of the above obligations are such that whereas said Contractor entered into a contract with the Jurisdiction, bearing date the _____ day of _____, hereinafter the "Contract" wherein said Contractor undertakes and agrees to construct the Riverview Park Phase 1, Marshalltown, Iowa.

Project Description: This project, at approximately 2.25 AC of disturbed area, includes a pickleball court, artificial turf volleyball court, pedestrian bridge, weir wall, and playground. A horseshoe court is included as alternate #1. Additional site elements include sport court lighting, bank restoration, pedestrian bridge abutments, and segments of paved trail that connect site improvements with existing trail.

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

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

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

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

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

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

To keep all work in continuous good repair; and

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

Maintenance Bond requirements shall not apply to the following: work that is not permanently incorporated into the project; pavement markings, seeding, sodding, and plant material and planting.

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

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

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

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

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

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

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

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

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

In the event that any actions or proceedings are initiated with respect to this Bond, the parties agree that the venue thereof shall be Marshall County, State of Iowa. If legal action is required by the Jurisdiction to enforce the provisions of this Bond or to collect the monetary obligation incurring to the benefit of the Jurisdiction, the Contractor and the Surety agree, jointly and severally, to pay the Jurisdiction all outlay and expense incurred therefor by the Jurisdiction. All rights, powers, and remedies of the Jurisdiction hereunder shall be cumulative and not alternative and shall be in addition to all rights, powers

and remedies given to the Jurisdiction, by law. The Jurisdiction may proceed against surety for any amount guaranteed hereunder whether action is brought against the Contractor or whether Contractor is joined in any such action(s).

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

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

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

Project No. _____

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

Witness our hands, in triplicate, this _____ day of _____, 20____.

SURETY:

PRINCIPAL:

Surety Company

By: _____
Signature of Attorney-in-Fact/Officer

Name of Attorney-in-Fact/Officer

Company Name

Company Address

City, State, Zip Code

Company Telephone Number

Company E-Mail

Bidder

By: _____
Signature

Name (Print/Type)

Title

Address

City, State, Zip Code

Telephone Number

E-Mail

NOTE:

1. All signatures on this Performance, Maintenance & Payment Bond must be original signatures in ink; electronic, copies, or facsimile of any signature will not be accepted.
2. This Bond must be sealed with the Surety's raised, embossing seal or official adhesive seal.
3. The Certificate or Power of Attorney accompanying this Bond must be valid on its face and sealed with the Surety's raised, embossing seal or official adhesive seal.
4. The name and signature of the Surety's Attorney-in-Fact/Officer entered on this Bond must be exactly as listed on the Certificate or Power of Attorney accompanying this Bond.

SECTION 00800 - SPECIAL PROVISIONS

FOR

Riverview Park Phase 1
City of Marshalltown
Marshalltown, Iowa

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1) CONTRACT PROVISIONS

a) Completion Date

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

b) Liquidated Damage

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

c) Maintenance Bond & Warranty

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

d) Bid Quantity Revisions

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

2) DEFINITION AND INTENT

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

- i) The 2024 Edition of the SUDAS Standard Specifications, except as modified by these Special Provisions to the Technical Specifications.
- ii) Omissions of words or phrases such as “the Contractor shall”, “in accordance with”, “shall be”, “as noted on the Plans”, “according to the Plans”, “a”, “an”, “the” and “all” are unintentional; supply omitted words or phrases by inference.
- iii) “Final Acceptance” and “Final Completion” shall mean final approval of the project as defined in SUDAS 1090, 1.08, C.
- iv) “Owner”, “Jurisdiction” and “City” shall mean the City of Marshalltown, acting through the Council.
- v) “Person” shall mean any individual, partnership, limited partnership, joint venture, society, association, joint stock company, corporation, limited liability company, estate, receiver, trustee, assignee, or referee, whether appointed by a court or otherwise, and any combination of individuals.
- vi) “Engineer” shall mean the Engineer of Record.
- vii) The intent of the Technical Specifications is to describe the construction desired, performance requirements, and standards of materials and construction.
- viii) “Standard Drawings” shall mean the Figures bound within the SUDAS Standard Specifications and/or the Typical Drawings bound within the Plans.
- ix) “Substantial Completion” shall be as defined by the Iowa Administrative Code Chapter 573.28.
- x) “Work” shall mean the work to be done and the equipment, supplies, and materials to be furnished under the Contract unless some other meaning is indicated by the context.
- xi) “Or equal” shall follow manufacturers names used to establish standards and, if not stated, is implied.

b) Engineer: Bolton & Menk, Inc., 430 E Grand Ave, Suite 101, Des Moines, IA 50309.

3) GENERAL PROVISIONS AND COVENANTS

a) Division 1 of the General Provisions and Covenants of the 2024 Edition SUDAS Standard Specifications is modified as follows:

- i) Section 1020.1.09B, Unit Price Attachment.

- (a) A computer-generated unit price attachment may be submitted by the Bidder as specified by this Section.
 - ii) Section 1050, 1.05 - Shop Drawings, Certificates, and Equipment Lists
 - (a) Electronic submittal of shop drawings will be allowed.
 - (b) If hardcopy submittals are used, the Contractor shall submit a minimum of three (3) copies plus any additional required by the Contractor.
 - iii) Section 1050, 1.15 – Additional Contractor Responsibilities
 - (a) No Changes.
- 4) WORK REQUIRED
- a) Work under this Contract includes all materials, equipment, transportation, traffic control, and associated work for the construction of the Riverview Park Phase 1 as described in the Official Publication.
- 5) PLANS AND SPECIFICATIONS
- a) The Jurisdiction will furnish five (5) sets of plans and specifications to the Contractor after award of the Contract. The Contractor shall compensate the Jurisdiction for printing costs for additional copies required.
 - b) Contractor shall provide one set of plans and specifications for each foreman and superintendent in charge of each crew on the job.
- 6) SUBMITTALS
- a) Contractor shall provide a construction schedule showing dates of starting and completing various portions of work. Schedule shall be updated as needed or as requested by Engineer due to changes in progress of construction from original schedule. Updates shall be completed within one week of request.
 - b) Contractor shall submit the following information for Engineer's review. Three (3) copies plus any additional copies required by Contractor shall be submitted to the Engineer at the preconstruction conference or at least 14 days prior to utilization of the particular item on this project.
 - i) Testing reports.
 - ii) Manufacturer's data for materials that are to be permanently incorporated into the project.
 - iii) Details of proposed methods of any special construction required.
 - iv) Purchase orders and subcontracts without prices.
 - v) Traffic control and staging plan.
 - vi) Such other information as the Engineer may request to ensure compliance with contract documents.
 - vii) List of Subcontractors and Suppliers.
- 7) STANDARDS AND CODES
- a) Construct improvements with best present day construction practices and equipment.
 - b) Conform with and test in accordance with applicable sections of the following standards and codes.
 - i) American Association of State Highway and Transportation Officials (AASHTO).
 - ii) American Society for Testing and Materials (ASTM).
 - iii) Iowa Department of Transportation Standard Specifications (Iowa DOT).
 - iv) American National Standards Institute (ANSI).
 - v) American Water Works Association (AWWA).
 - vi) American Welding Society (AWS).

- vii) Federal Specifications (FS).
- viii) Iowa Occupational Safety and Health Act of 1972 (IOSHA).
- ix) Manual of Accident Prevention in Construction by Associated General Contractors of America, Inc. (AGC).
- x) Standards and Codes of the State of Iowa and the ordinances of the Jurisdiction.
- xi) Other standards and codes which may be applicable to acceptable standards of the industry for equipment, materials and installation under the Contract.

8) EMPLOYMENT PRACTICES

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

9) RESPONSIBILITY OF CONTRACTOR

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

10) WORK HOURS/COMMUNITY EVENTS

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

11) CONSTRUCTION FACILITIES

- a) Contractor shall provide telephone numbers where Contractor's representative can be reached during work days and on nights and weekends in event of emergency.
- b) Contractor shall provide and maintain suitable sanitary facilities for construction personnel for duration of work; remove upon completion of work.
- c) Contractor shall not store construction equipment, employee vehicles, or materials on streets open to traffic.

- d) Contractor shall provide suitable storage facilities necessary for proper storage of materials and equipment. Location for storage of equipment by Contractor is subject to approval of the Engineer.
- e) Contractor will be required to make arrangements for all services required during the construction period and pay for such services at no additional cost to the Jurisdiction.

12) PROJECT SUPERVISION

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

13) COORDINATION WITH OTHERS

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

14) CONSTRUCTION GENERAL

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

15) CONSTRUCTION LIMITS

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

- e) All work on this project will be within City Right-of-Way, Easements or Public Property.

16) CONSTRUCTION SCHEDULE

- a) The Contractor will prepare and submit to the Engineer a project schedule that will assure the completion of the project within the time specified within the Contract.
- b) Adequate equipment and forces shall be made available by the Contractor to start work immediately upon receipt of the Notice to Proceed.
- c) Contractor shall submit a construction schedule at the preconstruction conference.
- d) Contractor shall periodically update the construction schedule as needed due to changes in progress of construction from the original schedule or as requested by the Engineer. Updates shall be completed within one week of request.
- e) The Contractor shall be required to meet the final completion date as specified in Section 00500 – Contract.
- f) Contractor shall notify the Jurisdiction and property owners at least 48 hours prior to any street closures.
 - i) Notification shall be provided by written notice placed on the front door. The following items shall be included within the notice:
 - (a) The street name, location and proposed date of street closure.
 - (b) The estimated schedule for completion of work.
 - (c) The estimated date for reopening of the street.
 - (d) Procedure for garbage collection recycling and postal service.

17) CONSTRUCTION PHASING

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

18) CONSTRUCTION STAKING

- a) Unless otherwise specified in the specific sections, Jurisdiction shall provide engineering surveys to establish reference points for construction as follows:
 - i) Storm Sewer: Staking will be furnished and set by the Engineer at 50.0-foot spacing (usually offset for construction) for the control of the underground construction herein described. Cuts to the proposed pipeline grade will be furnished by the Engineer. Manholes and catch basins will be staked with an offset and a witness with a cut to the lowest structure invert.
 - ii) Watermain: The staking interval for watermain shall be 25.0-feet. Cuts to the proposed pipeline grade will be furnished by the Engineer. Location staking shall be provided for valves and fittings. Hydrants will be staked with an offset and a witness with a cut to the ground elevation at the hydrant. The Engineer will provide horizontal and vertical control points on the project's datum.
 - iii) Street Grading, Form Grade and Top of Curb: A control line (usually offset from the curb line) with cuts and fills to proposed grade at 50.0-foot spacing on tangents, and 25.0-foot spacing on horizontal or vertical curves, shall be furnished and set on both sides for control of the construction herein described.
- b) The Engineer will provide stakes indicating the right of way and/or temporary easement construction limits.
- c) Contractor is responsible to have all areas where stakes need to be set to be clear of debris. The Contractor needs to also provide a clear line of sight for staking.
- d) The Contractor shall submit staking requests a minimum of two (2) working days, excluding Saturdays, Sundays and legal holidays, prior to the date requested stakes are needed on the project. Staking requests submitted after 2pm shall be recorded as being received the next business day.

- e) The stakes are an integral part of the project and the Contractor shall protect and preserve all such stakes and marks and will be charged with the expense of resetting all such stakes and marks destroyed or disturbed due to the Contractor's carelessness or negligence. Stakes that are destroyed due to vandalism, erosion or other incidents shall be re-staked by the Engineer and will not be at the Contractor's expense.
- f) In the event of apparent or questionable errors or inconsistencies in such stakes set for control of line and/or grade, the Contractor shall promptly notify the Engineer of such error or inconsistency and shall not proceed with the work until such stake, grade or mark shall have been verified or corrected by the Engineer.
- g) The Engineer will mark the existing boundary monuments prior to construction. The Contractor is responsible for protecting the monuments during construction. If monuments are removed, the Engineer will reset them post construction at the Contractor's expense.
- h) All other line and grade staking shall be the responsibility of the Contractor. The Contractor shall furnish sufficient equipment and personnel for determination of plan grades, cross sections, course thicknesses, etc. The survey cost of establishing stakes requested by the Contractor for the convenience of the Contractor, beyond those cited as basic project control, will be charged to the Contractor, or withheld from the amounts due to the Contractor.

19) CONSTRUCTION SURVEY DOCUMENTATION & RESPONSIBILITIES OF ENGINEER AND CONTRACTOR

- a) The Contractor shall maintain at the construction site one complete set of drawings suitably marked to show all deviations from the original set of drawings and other information as specified. Supplementary sketches shall be included, if necessary, to clearly indicate all work as constructed.
- b) All manholes and valves shall be located with tie-off dimensions to known items on the plans or in the field to enable the Contractor or City personnel to locate these structures for adjustment.
- c) Survey work documentation shall be a combination of digital and hard copy format and is the property of the Engineer.
- d) Tie-ins with existing pavements and utilities shall be verified for correctness of alignment and elevation prior to construction staking. Any discrepancies discovered during this verification process will be brought to the attention of the Engineer for review and assistance with resolution prior to staking.
- e) When survey work is done under traffic conditions, the traffic control shall be in place prior to commencement of survey work.
- f) The Engineer will have a representative at the preconstruction conference to discuss construction staking.
- g) The Jurisdiction and Engineer will not be responsible for delays due to lack of grade or line stakes unless the Contractor has given the Engineer a 48 hour, working day, notice that such stakes will be needed and the Contractor's work is being conducted in a satisfactory manner and at the specified rate of progress.

20) MATERIALS TESTS

- a) Testing shall follow the requirements of the SUDAS Standards Specifications. Contractor specified testing shall be completed by an independent testing laboratory retained by the Contractor and approved by the Engineer. Required testing not specified as Contractor or Supplier responsibility will be completed by an independent testing laboratory retained by the Jurisdiction or the Engineer.
- b) The Contractor shall coordinate all material testing with the Engineer.
- c) The Contractor shall not deliver materials to the project site until laboratory tests and/or certifications have been furnished which verify compliance of materials with specifications.
- d) Contractor shall provide gradation and materials certifications for all granular materials. Certify that sources of Portland Cement and aggregate sources are Iowa DOT approved.

21) EXISTING UTILITIES

- a) Location of utility lines, mains, cables and appurtenances shown on plans are from information provided by utility companies and records of the Jurisdiction.

- b) Prior to construction, Contractor shall contact all utility companies and have all utility lines and services located. The Contractor is responsible for excavating and exposing underground utilities in order to confirm their locations ahead of the work.
- c) The Contractor is solely responsible for damage to utilities or private or public property due to utility disruption.
- d) The Contractor shall notify utility company immediately if utility infrastructure is damaged during construction.
- e) The Contractor shall support and protect all utilities that are not moved.
- f) Utility services are not generally shown on plans; protect and maintain services during construction. Notify Jurisdiction and affected property Jurisdictions 48 hours prior to any planned utility service interruptions.
- g) If private utility work occurs within/adjacent to the site during the construction period, Contractor shall coordinate work schedules with the Engineer.
- h) Existing utilities shall remain in substantially continuous operation during construction. Contractor shall select the order and methods of construction that will not interfere with the operation of the utility systems. Interrupt utility services only with approval of Jurisdiction and Engineer.
- i) No claims for additional compensation or time extensions will be allowed to the Contractor for interference or delay caused by utility companies.

22) SALVAGE OF MATERIALS / DISPOSAL

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

23) TRAFFIC CONTROL

- a) The Contractor shall provide sufficient surveillance of the traffic control devices to ensure compliance during the entire construction period. The Contractor shall furnish names, addresses, and phone numbers of at least two (2) local individuals capable of immediate response who will be responsible for the site security and traffic control devices to:
 - i) The Engineer;
 - ii) The Jurisdiction; and
 - iii) Local Law Enforcement Agencies.
- b) The Contractor shall schedule the work to cooperate fully with business property owners and occupants abutting the project to minimize the time of restricted access to their property during the construction period.

- c) The Contractor shall notify the City and property owners at least 48 hours prior to any street closures.
 - i) Notification shall be provided by written notice delivered to the business. The following items shall be included within the notice:
 - (1) The street name, location and proposed date of street closure;
 - (2) The estimated schedule for completion of work;
 - (3) The estimated date for reopening of the street; and
 - (4) Procedure for garbage collection/recycling and postal service.
 - ii) Contractor shall accommodate and maintain safe access to homes for property owners. Access to homes shall be considered incidental to the project.
- d) The cost of maintaining vehicular and pedestrian traffic on temporary surfaced drives and walkways, including the eventual removal of the temporary surfacing material, shall be considered incidental to traffic control.
- e) In the event that any of the above right-of-way require traffic to be detoured around the construction zone, the Contractor shall prepare the detour route with the appropriate Agency representatives. The Contractor shall provide and maintain all signing and other traffic control required. The affected Agency shall be notified by the Contractor before re-routing traffic. Dust control and road maintenance of the by-pass route shall be the Contractor's responsibility.
- f) Contractor shall furnish, erect and maintain traffic control devices as specified in the construction drawings and directed by the Engineer including signs, barrels, cones and barricades to direct traffic and separate traffic from work areas. Traffic control shall be in place prior to the closing of any streets.
- g) Contractor shall provide traffic control devices in accordance with the Iowa DOT Standard Specification, Section 2528, Traffic Control, and the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).
- h) Adjustments to the traffic control or the addition of flaggers will be required if, in the opinion of the Engineer, undue traffic congestion occurs.
- i) Contractor shall provide continuous access for police, fire and other emergency vehicles.
- j) Contractor shall notify the Engineer in writing at least 72 hours prior to the start of any construction operation that will necessitate land closure or internal traffic control signing.

24) TEMPORARY FENCES

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

25) EROSION CONTROL (NPDES Permit)

- a) If Contractor fails to install and/or perform the appropriate erosion and sediment control practices, as determined by the Engineer, the Engineer may issue a written order to the Contractor. Failure to perform this work within 72 hours of notification of non-compliance may result in the Jurisdiction or Engineer arranging for completion of the work by others. A contract deduction may be made equal to the total of all costs to perform such work so arranged, including but not limited to, labor, materials, equipment and administrative costs.
- b) It shall be the Contractor's responsibility to update the Erosion Control Plan during construction and have the plan available on site at all times.

- c) Contractor is responsible for preparing the SWPPP to match staging, phasing and construction methods as work progresses. Contractor shall comply with the erosion control requirements of said plan, the Iowa Code and local ordinances. Protect against erosion and dust pollution on this project site and any off-site deposit or borrow area used for this project.
- d) The Contractor will publish the necessary notification for the NPDES permit prior to the start of construction. The Contractor shall obtain an NPDES permit from the Iowa DNR for the area within the limits of this project based on the Pollution Prevention Plan. It shall be the Contractor's responsibility to update the plan during construction and have the plan available on site at all times.
- e) The Contractor shall protect adjoining property (including public sanitary/storm sewer systems and streets) from any damage resulting from movement of earth or other debris from the project site. Any damage shall be repaired immediately.
- f) Contractor shall prevent the accumulation of earth or debris on adjoining public or private property. Contractor shall remove any accumulation of earth or debris immediately and prevent the repetition of any instance where earth or debris moves from the project site to adjoining public or private property.
- g) Contractor shall provide erosion control measures necessary to protect against siltation and erosion from the flow of storm water. Maintain continuous operation of the storm sewer system throughout the construction period.
- h) Contractor shall use silt fence and similar Best Management Practices (BMP) at all drainage courses, swales and storm sewer system inlets/outlets to protect against siltation and erosion as shown in the construction drawings or as directed by the Engineer.
- i) Erosion protection measures, other than those specified as unit price pay items, are incidental.
- j) The Contractor will be fully liable for all damages to public and private property caused by their action or inaction in providing for handling of storm water flow during construction.
- k) As construction progresses, stabilization is required in those segments of the corridor that become available to do so. The Contractor shall not wait until all grading and paving operations are completed before commencing final surface restoration.
- l) The Contractor shall anticipate multiple mobilizations to complete finish grading operations in surface restoration areas.

26) DEWATERING

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

- i) Surface water shall be prevented from flowing into excavation and accumulated water shall be removed.
- ii) Surface water and storm sewer flows shall be diverted around areas of construction.
- iii) Sanitary sewers shall not be used for the disposal of dewatering or trench water.
- i) Contractor shall backfill pipe and structures prior to stopping dewatering operations. Contractor shall not lay pipe or construct concrete structures on excessively wet soils.
- j) Costs of conveying both surface water and groundwater are incidental.

27) READY MIX CONCRETE USED ON PAVING PROJECTS

- a) Contractor will be required to provide plant/truck batch tickets as detailed in the Iowa DOT Construction Manual, Chapter 9, Section 9.03.
- b) Contractor shall be required to provide a batch ticket for each delivered load to the Engineer or their field staff at the time of delivery on site.

28) INCIDENTAL CONTRACT ITEMS

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

Concrete header removal
 Connections to existing storm sewer structures and pipes unless specified for separate payment
 Construction and removal of temporary access roads
 Construction fencing
 Construction staging and phasing
 Coordination and cooperation with affected property owners
 Coordination and cooperation with the City of Marshalltown
 Coordination and cooperation with other contractors
 Coordination and cooperation with other projects in the area
 Coordination and cooperation with utility companies
 Dewatering and handling storm water flow during construction
 Dust control measures
 Engineering fabric
 Excavation, verification and protection of existing utilities
 Field and wood fence removal
 Field testing
 Finish grading
 Full depth saw-cutting of existing pavement
 Grading for storm sewer outlets
 Granular backfill and bedding for storm and sanitary sewer installation
 Granular surfacing removal
 Maintenance and watering for seeding and sodding
 Maintenance of erosion control measures, including silt removal
 Material testing
 Monitoring weather conditions
 Mowing
 Overhaul
 Pipe and structure bedding material
 Porous backfill for subdrain
 Proof rolling
 Protection of existing hydrant(s) and valve(s)
 Protection of existing trees and plantings not shown as removals

Protection of existing utilities and light poles
Removing and reinstalling existing signs
Reseeding
Site cleanup/restoration
Temporary safety closures
Temporary sheeting and shoring
Water valve removal
Working backfill to reduce moisture content
Working subgrade to achieve acceptable moisture content
Wrapping of storm sewer pipe joints

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

SECTION 00900 - NOTICE OF AWARD

(To be executed after bid is awarded.)

TO: Contractor _____
Address 1 _____
Address 2 _____
City, State, Zip _____

PROJECT TITLE: Riverview Park Phase 1

PROJECT DESCRIPTION: This project, at approximately 2.25 AC of disturbed area, includes a pickleball court, artificial turf volleyball court, pedestrian bridge, weir wall, and playground. A horseshoe court is included as alternate #1. Additional site elements include sport court lighting, bank restoration, pedestrian bridge abutments, and segments of paved trail that connect site improvements with existing trail.

OWNER'S NAME: City of Marshalltown

The OWNER has considered the BID submitted by you for the above-described WORK in response to its Notice to Bidders dated _____, 20____, and Instructions to Bidders.

You are hereby notified that your BID has been accepted for items in the amount of \$_____.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER within fifteen (15) days of this, the ____ day of _____, 20____.

You must deliver to the OWNER Three (3) fully executed counterparts of the Contract, including all the Contract Documents. Each of the Contract Documents must bear your signature. You must deliver with the executed Contract acceptable Contract Security (Bonds), Certificate(s) of Insurance, and other required information. Within ten days after you comply with the above conditions, the OWNER will return to you one fully executed counterparts of the Contract.

Dated this, the ____ day of _____, 20____.

City of Marshalltown
Marshalltown, Iowa

BY: _____

TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by _____,
this, the ____ day of _____, 20____.

BY: _____

TITLE: _____

SECTION 00910 - NOTICE TO PROCEED

(To be executed after Agreement, Bonds and Insurance Certificates are approved.)

TO: Contractor	Date:
Address 1	Project Title: Riverview Park Phase 1
Address 2	Project Owner: City of Marshalltown
City, State, Zip	Project Location: Marshalltown, Iowa

You are hereby notified to commence WORK in accordance with the Contract awarded on _____, 20____.
The Contract Time shall commence to run on Anticipated start date: _____, 20____. WORK shall proceed in accordance with the dates set forth in the Contract and all other provisions of the Contract Documents.

City of Marshalltown
Marshalltown, Iowa

BY: _____
TITLE: _____

ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by _____,
this, the ____ day of _____, 20____.

BY: _____
TITLE: _____

TECHNICAL SPECIFICATIONS

SECTION 11 68 33

ATHLETIC EQUIPMENT

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes labor, materials, equipment, and accessories to provide the following:

1. Pickleball Court Net Post System

- a. One (1) end net post and one (1) reel net post for each new court.
- b. Net tensioning reel-on-reel net posts.
- c. Concrete footing for posts with sleeve
- d. One (1) tie-down ring set in concrete at center of each pickleball court net.

2. Outdoor Pickleball Court Nets.

- a. One (1) nylon pickleball net system at each court.
- b. One (1) center tie strap at each pickleball net.

B. Work Specified in Other Sections:

1. Coordinate work with installation of fencing, drain tile, asphaltic concrete paving, exterior concrete work and acrylic court surfacing and striping.

1.2 SUBMITTALS

- A. Furnish submittals.
- B. Furnish complete specifications and product data which indicate compliance with specified requirements.
- C. Shop Drawings shall include layout for posts and recommended installation instructions.

1.3 QUALITY ASSURANCE

- A. Installation of posts shall be in accordance with the requirements of the current rules and regulations of regulating authorities for pickleball.

PART 2 – PRODUCTS

2.1 PICKLEBALL COURT POST AND NET SYSTEM

B. Pickleball Nets (2)

1. Douglas JTN-30 Quickstart/Pickleball Net #20105

Contact: Douglas Sports, (800) 553-8907

- a. 3.0MM Solid Core Knotted Braided Polyethylene with 285 LB. break strength
- b. Single ply vinyl coated polyester headband 32 oz/sqyd
- c. Black vinyl pockets with fiberglass dowels
- d. Net size measures 3'-0" x 21'-9"

2. Or Approved Equal

C. Pickleball Posts (4)

1. Douglas Premier XS-36 Pickleball Posts

Contact: Douglas Sports, (800) 553-8907

- a. 2-7/8" o.d. round , 8 guage allied's zinc flo-coat galvanized steel
 - b. Internal wind 30:1 self-locking gears
 - c. Welded lacing rods
 - d. Die-case zinc caps and gear housings
 - e. Polyester powder coat finish
 - f. Color – Black #63034
- 2. Or approved Equal
- D. Post Sleeves
- 1. Douglas Ground Sleeves GS-24RD/PVC #63164 or GS-24RD/AL #63171
Contact: Douglas Sports, (800) 553-8907
 - 2. Or approved equal matching approved post manufacturer

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Pickleball Court Net Post System:
- 1. Install pickleball court net posts and center strap anchors plumb and true in 3,000 psi air entrained concrete footings as detailed on the Drawings. Set concrete in augured earth forms.
 - a. Bottom of posts and anchors shall be within 6 inches of bottom of augured hole.
 - b. Trowel finish concrete at top of footing to slope from the posts and anchors to the adjacent pavement elevation at ¼" per foot.
- B. Pickleball Court Nets:
- 1. Immediately prior to allowing public usage of the courts, the Contractor shall install net and center tie strap at each court in accordance with manufacturer's recommendations. Contractor shall not over tension the net.
 - 2. Instruct the Owner as to the proper methods, care and maintenance of the net and strap system.

END OF SECTION 11 68 33

SECTION 32 18 23

ACRYLIC COURT SURFACING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes labor, material, equipment, and accessories to complete the following Work:
 - 1. Acrylic pickleball court finish system, consisting of a minimum of two acrylic filler coats and two acrylic color coats.
 - 2. Permanent pickleball court lining and markings, including regulation court striping.

1.2 SUBMITTALS

- A. Submit product data for approval including manufacturer specifications for components, color chart, coating samples, textured colored samples, and installation instructions.
- B. Submit Technical Data Sheets (TDS) and Color Chart: Submit samples of color to Engineer for review and approval by Owner prior to application.
- C. Submit the recorded batch number of each product used on the site.
- D. Submit an estimate of the volume of each product to be used on the site.

1.3 QUALITY ASSURANCE

- A. The surfacing system shall be completely furnished and installed by an authorized installer of material manufacturer. Installer shall have not less than 5 years' experience in the application of pickleball court finishing systems and shall have satisfactorily completed at least 5 similar installations using product which is being installed.
- B. Surfacing shall conform to the guidelines of the ASBA for planarity.
- C. All surface coatings products shall be supplied by a single manufacturer.
- D. The installer shall be an authorized applicator of the specified system.

1.4 SITE CONDITIONS

- A. Environmental Requirements: Follow manufacturer's recommendations and guidelines for disposal of unused materials.

PART 2 - PRODUCTS

2.1 COURT FINISHING PRODUCTS

- A. Acceptable coating system as follows or approved equal:
 - 1. California Products Corporation, Cambridge, MA; "Plexipave Surfacing System with Plexipave Filler Plexichrome Finish Coat, and Plexicolor Acrylic Line Paint"
 - 2. SportMaster Sport Surfaces, Sandusky, OH; "ColorPlus Pickleball Court System"
 - 3. Nova Sports USA, Milford, MA: "Novacrylic"
 - 4. Advanced Polymer Technology Corp., Harmony PA; "Laykold Surfacing System"

2.2 WATER

- A. Water used in all mixtures shall be fresh and potable.

PART 3 - EXECUTION

3.1 EXAMINATION AND PREPARATION

- A. Concrete substrates shall be allowed to cure a minimum of 30 days before application of coating system.
- B. Concrete substrate texture shall meet International Concrete Repair Institute's Concrete Surface Profile (CSP) 3 as required by the acrylic coating manufacturer's specifications.
- C. Prior to application of acrylic system, contractor shall review concrete surface and notify landscape architect of any conditions not adhering to manufacturer recommendations.
- D. Prior to applying coating system, the full fencing system shall be installed.
- E. The substrate shall be CLEAN and DRY before coatings are applied. The surface of the substrate shall be inspected and made sure to be free of grease, oil, dust, dirt and other foreign matter before any coatings is applied.
- F. No part of the surfacing system shall be applied during a rainfall, or when rainfall is imminent.
- G. Do not apply coatings to a cold surface.
- H. Surface and air temperatures must be a minimum of 50°F and rising. A minimum temperature of 50°F must be maintained during the entire installation process to include 24-hours before and after the installation.
- I. Shaded areas will be cooler with slower curing times. Special precautions should be taken to ensure all coatings cure sufficiently prior to application of additional coatings.
- J. Do not apply coatings if extremely high humidity prevents drying.
- K. No coatings shall be applied if surface temperature exceeds 130°F.
- L. All materials shall be delivered to the job site in sealed containers with the manufacturer's label affixed.
- M. Color(s) of acrylic color coating system are to be selected by landscape architect from manufacturer's product color card(s). Contractor to submit color samples for review and selection by the landscape architect.
- N. Pavement surface shall be brushed, blown and pressure washed to be free of dirt and foreign matter immediately prior to application of filler coat.

3.2 APPLICATION OF FINISH SYSTEM

- A. Application of coating system and lines shall be accomplished to achieve International Tennis Foundation (ITF) Classified Court Pace 4 (Medium Fast).
- B. Filler Coat:
 - 1. Apply two coats of filler with a 70 Durometer flexible rubber squeegee in accordance with manufacturer's directions and recommended rate of application.
 - 2. Each coat shall be completely dry before applying subsequent coats.
 - 3. If concrete surface course is not covered to a uniform, even texture, free of porosity, apply an additional filler coat to attain uniformity.
 - 4. Dilution rate shall not exceed that recommended by product manufacturer.
- C. Color Coat:
 - 1. Prior to applying color coat, carefully inspect entire surface and remove ridges and loose or foreign particles.
 - 2. Apply two color coats in accordance with manufacturer's directions and recommended rate of application.

3. The application shall be made lengthwise of the courts with a 50 Durometer flexible rubber squeegee and finished with a wide hair-type push broom, specifically manufactured for tennis/pickleball court surfacing material application.
4. The color shall be uniform throughout when viewed from a distance of 25 feet from any edge of the court at mid-day.
5. Dilution rate shall not exceed that recommended by product manufacturer.

D. Lines

1. Playing lines shall be 2" wide, accurately located and marked in accordance with rules of the regulating authorities for pickleball.
2. Wait a minimum of 24 hours after final color coat before applying line paint.
3. Apply line primer in accordance with manufacturer's directions and recommended rate of application. Allow a minimum drying time of 1-hour.
4. Line paint shall be textured to match the texture of finish color coat, applied by brush (not sprayed) and shall be free of any fogging or over-spray. Apply 2 coats.
5. All measurements shall be to the outside edge of the lines except the center line and center mark which shall be to the center line of the court.
6. USTA tolerances shall apply.
7. Mask lines before painting. Remove masking tape immediately after lines are dry.
8. Protect lines until thoroughly dry.

3.3 CLEANING

- A. Remove remnants of materials, containers, debris, and other construction materials and equipment used in the work.

3.4 PROTECTION

- A. Do not allow surrounding sprinkler systems to spray water on the newly applied court surface for a period of one week after completion.

END OF SECTION 32 18 23

SECTION 32 31 13

CHAIN LINK FENCE

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes labor, materials, equipment, and accessories to provide the following:

1. Chain link fencing, including gates, fasteners, fittings, and accessories.
 - a. Fencing around perimeter of and within the pickleball courts.
2. Concrete footings for posts and related excavation.

1.2 SUBMITTALS

A. Provide Shop Drawings illustrating typical fence construction in accordance with Section 01330.

1.3 COORDINATION

A. Coordinate installation of fencing with paving contractor when fencing lies within paved areas.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Posts, Rails, and Braces

1. General Requirements: Posts shall be standard weight (Schedule 40) and hot-dip galvanized pipe meeting the requirements of ASTM A53. Pipe posts shall have tops which exclude moisture.
2. Terminal Posts: Posts shall include end, corner, and pull posts and shall be 3-inch outside diameter Schedule 40 pipe, unless noted otherwise. Posts shall be standard weight 5.79 pounds per foot and of sufficient length to allow for posts to be set into concrete footing as noted on the Drawings.
3. Line Posts: Posts shall be 3-inch outside diameter Schedule 40 pipe, unless noted otherwise. Posts shall be standard weight 3.65 pounds per foot and of sufficient length to allow for posts to be set into concrete footing, or sufficient length to be air driven minimum 60 inches where indicated on the Drawings.
4. Rails: Rails shall be 1 5/8-inch outside diameter Schedule 40, standard weight of 2.27 pounds per foot. Applies to top and bottom rails (and intermediate rails, where applicable).
5. Gate Posts:
 - a. Gate Leaves Up To and Including 3 Feet Wide: Posts shall be 2 ½ inch outside diameter Schedule 40 pipe.
 - b. Gate Leaves Over 3 Feet and Up To 6 Feet Wide: Posts shall be 3 inch outside diameter Schedule 40.
 - c. Gate Leaves Over 6 Feet and Up To 13 Feet Wide: Posts shall be 4 inch outside diameter Schedule 40 pipe.
 - d. Gate Leaves Over 13 Feet and Up To 18 Feet Wide: Posts shall be 6 5/8 inch outside diameter Schedule 40 pipe.

B. Chain Link Fabric:

1. Fabric shall be woven from 9-gauge steel (coated size) wire in a 1-3/4-inch mesh. Fabric wire shall have a minimum tensile strength of 80,000 pounds per square inch. Fabric shall be 1-piece vertically for fences up to and including 12 feet high.

2. Selvage Edges: Both top and bottom selvage edges shall be knuckled.
- C. Fittings:
 1. Pressed steel or malleable iron, hot dip galvanized, meeting the requirements of ASTM A153.
- D. Gates:
 1. Gate Construction:
 - a. Gate perimeter frame shall be 2-inch outside diameter (1.90-inch) Schedule 40 pipe. Provide additional horizontal and vertical members to ensure proper gate operation and for attachment of fabric, hardware, and accessories. Assemble gate frames by welding fittings and rivets for rigid connections. Use same fabric specified for fence.
 - b. Install fabric with stretcher bars at vertical edges and tie at top and bottom edges. Attach stretcher bars to gate frame at 15 inches on center maximum. Attach hardware with rivets or by other means which will provide security against removal or breakage.
 2. Gate Hardware:
 - a. Hinges: Pressed steel or malleable iron to suit gate size, non-lift-off type, offset to permit 180 degree swing. Provide 1 pair of hinges for each leaf.
 - b. Latch: Provide all gates with latching device. Latches shall be as detailed on the Drawings.
 - c. Keeper: Provide semi-automatic outer catches to secure gates in open position.
 - d. One-way Bracket: Provide gate stop bracket to allow gate to only open one direction.
- E. Finish: Black vinyl pvc coated. All components.
- F. Concrete shall be 3,000 psi, air entrained concrete.

PART 3 - EXECUTION

3.1 CONDITION OF SITE

- A. Work shall not begin prior to completion of finish grading.

3.2 FENCE INSTALLATION

- A. Installation of Chain Link Fence shall comply with ASTM F 567.
- B. Installation of Posts - Air-Driven: Line Posts shall be set by air-driving posts to a depth of at least 60 inches into firm, undisturbed, or compacted. Check each post for vertical and top alignment. Core pavement to receive air-driven posts and caulk annular space after setting post.
- C. Installation of Posts - Concrete Footings: Holes for corner, end, pull, and gate post footings shall be drilled only in firm, undisturbed or compacted soil. Footing hole depth shall be approximately 6 inches deeper than post bottom. Place concrete around posts in a continuous pour and tamp for consolidation. Check each post for vertical and top alignment.
- D. Installation of Post Bracing Assembly: Brace terminal posts with a brace rail and tension wire. Extend brace rail from each terminal post to first adjacent line post. Securely fasten braces to posts with heavy pressed steel connections, then truss from line post back to terminal post with 3/8-inch diameter truss rod complete with tightening unit. Install tension wires before stretching fabric.

- E. Installation of Chain Link Fabric: Install fabric on tennis court side of fence and anchor to framework so that fabric remains in tension after pulling force is released. Attachment of fabric to terminal posts shall be made with minimum 1/4-inch by 3/4-inch tension bar and 12 gauge by 1-inch wide clamps using minimum 3/8-inch diameter carriage bolts. Attachment of fabric to line posts shall be made with 6 gauge wire clips spaced 12 inches on center. Attachment of fabric to top and bottom rails shall be made with 9 gauge wires spaced 12 inches on center.
- F. Installation of Gates: Gates shall be plumb in the closed position having a bottom clearance of 1.5 in. grade permitting. Hinge and latch offset opening space shall be no greater than 3 in. in the closed position.

3.3 CLEANING AND PROTECTION

- A. Site shall be cleared of excess spillage of concrete and cut wires and post hole excavation scattered uniformly away from posts.
- B. Tamp pavement surrounding posts to proper grade and level. Refer to Item 3.02.B for caulking of air-driven posts.

END OF SECTION 32 31 13

SUPPLEMENTAL SPECIFICATIONS

DIVISION SB Special Provisions starts here

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DIVISION SB

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Referenced Specifications:

The provisions of the 2015 edition of the Iowa Department of Transportation's (Iowa DOT) Standard Specifications for Highway and Bridge, henceforth referred to as the 'Spec', apply to this project.

SB-1 PRE-FABRICATED STEEL TRUSS PEDESTRIAN BRIDGE

1.01 DESCRIPTION

- A.** These specifications are for an engineered truss bridge of welded steel construction and are minimum standards for design and construction.
- B.** Install an engineered truss bridge of welded steel construction manufactured by a company on the approved manufacturer's list in Materials I.M. 557, Appendix D.

1.02 DESIGN AND MATERIALS

A. Design

1. Designer Qualifications

- a.** No less than 5 years experience in design and fabrication of engineered bridge trusses. In addition, provide information regarding similar projects that were previously completed, including references.
- b.** Professional Engineer licensed in the State of Iowa.

2. Design Loads and Related Requirements

- a.** Load and Resistance Factor Design according to the "LRFD Guide Specification for the Design of Pedestrian Bridges, 2nd Edition" adopted by AASHTO.
- b. Vertical Loads**
 - Live load: 90 pounds per square foot applied to the complete width of the deck area shown in the contract documents. 10,000 pounds for a modified vehicular load with varying axle weights and lengths.
 - Concentrated load: 1000 pounds applied over a square area measuring 4 inches per side.
 - Uplift wind load: 20 pounds per square foot applied over the full deck width as shown in the contract documents, applied at the windward quarter point of the deck width.
- c. Horizontal Loads**
 - Horizontal wind load: As per the LRFD Guide Specifications, with a minimum of 30 pounds per square foot applied to the entire truss as if fully enclosed.
 - Seismic and loads combinations: applied according to the AASHTO Specifications for Highway Bridges noted in this specification.
- d.** Bridge camber to match the profile specified in the contract documents. Camber to offset full dead load deflections.
- e.** Bridge designed for expansion and contraction with a temperature range of -25°F to 125°F.
- f.** Teflon or other approved slip pads placed between the bearing and setting plates provided by the bridge manufacturer. At least 1 inch clearance provided between the

bridges and the abutments.

- g. Welded Tubular Connection Design: according to the Structural Welding Code from ANSI/AWS D1.1, Chapter 10 Tubular Structures.
- h. Shop Drawings (Manufacturer's standard schematic drawings and diagrams):
 - 1) Unique drawings prepared to illustrate the specific portion of the project.
 - 2) All relative design information such as member sizes, bridge reactions, and general notes clearly specified.
 - 3) Accurately prepared to be complete in every respect. Include cross referenced details and sheet numbers. Signed and sealed by a Professional Engineer licensed in the State of Iowa.
 - 4) Submit shop drawings according to Article 1105.03 of the Standard Specifications.
- i. Maximum vertical deflections due to unfactored pedestrian loading not to exceed $L/360$. Maximum horizontal deflection due to unfactored wind load not to exceed $L/360$.
- j. If intermediate piers are required for the bridge over a railroad, a minimum 25 foot horizontal and vertical clearance, or a distance as specified elsewhere in the contract documents, from the track is required.

3. Geometry

- a. Low profile half through truss design.
- b. Provide one diagonal per panel. Chords, diagonals, verticals, and bracing shall be tube steel.

4. Railings and Accessories

- a. All railings:
 - Located on the inside surface of the trusses.
 - Smooth inside surface with no protrusions or depressions.
- b. Minimum railing height of 48 inches above the deck with additional bicycle rub rail at a height of 42 inches above the deck, according to AASHTO LRFD.
- c. Safety railings: a maximum opening of 4 inches. All ends of tubes or angles welded and ground smooth.
- d. Cover plates: Provide plates to cover expansion gaps at the bridge ends. At Abutments, cover plates shall fit tightly to the top of backwall without any bridge weight bearing on the backwall. Consider joint size to determine the plate thickness.

5. Bearing System

Bearing systems and anchor bolts shall be designed by the manufacturer to resist the vertical and horizontal loading specified, and to provide structural continuity of the superstructure with the substructure. One bridge end shall be fixed and the other shall allow movement under thermal expansion and contraction.

B. Materials

1. Structural Thickness

- Structural tubing: minimum material thickness of 1/4 inch.
- All other structural members: minimum material thickness of at least 5/16 inch except the

web thickness of rolled beams or channel shall not be less than 1/4 inch. Railing members are not subject to minimum thickness requirements.

2. Unpainted Bridges

- Unpainted and fabricated from high strength weathering steel.
- All fabrications produced from high strength, low alloy, atmospheric corrosion resistant ASTM A 606 or ASTM A 242 plate and structural shapes.
- Minimum yield (Fy) greater than 50,000 psi.

3. Field Splices

- Bolted with high strength bolts according to ASTM A 325.
- Type 3 bolts are required for Weathering Steel bridges, according to ASTM A 325 or A 490.
- Field connection bolts tightened by the “turn-of-nut method” to obtain proper torque. See Article 2408.03, S, 5, b and 2408.03, S, c of the Standard Specifications.

4. Welding

- Materials: according to AWS.
- Welders: certified according to AWS D1.1.

5. Railings and Accessories

- Railings (except rub rail): fabricated from steel.
- Rub rail: fabricated from 2 inch by 8 inch treated wood.
- Safety rail: use 1” by 1” tube steel.

6. Toe Plates

Toe plates are required. Use a 6 inch by 5/16 inch plate located 2 inches above the floor decks.

7. Anchor Bolts.

Use anchor bolts meeting the requirements of Article 2405.03, H, 1 of the Standard Specifications.

- a. Anchors shall be set in drilled holes, installed with a chemical adhesive system, except that they may be preset in concrete when design forces require.
- b. Number, diameter, and locations of anchors shall be designed by the bridge manufacturer.
- c. Anchors shall conform to ASTM F 1554.

1.03 CONSTRUCTION.

A. Fabrication

Ensure quality, fabrication, and shop connections comply with AASHTO Specifications for Highway Bridges noted in this specification.

B. Welding

1. Welds

- Comply with Article 2408.03, B of the Standard Specifications.
- Use E70 or E80 series electrodes that have the same weathering characteristics as corrosion-resistance steel, or the gas metal arc welding process (Short Circuiting Transfer) with Carbon Dioxide/Argon shielding gas with ER80-D2 filler material conforming to AWS A5.28.

2. Welding Operators

Properly accredited experienced operators, each of whom must:

- Submit satisfactory evidence of experience and skill in welding structural steel with the kind of welding to be used in the project, and
- Have demonstrated the ability to make uniform good welds meeting the size and type of weld required.

C. Quality Assurance

The Manufacturer pays all costs associated with the following inspection requirements for fabrication and finishes:

1. Welded tubular connections qualified per AWS D1.1-2010 using GMAW.
2. All welds to be visually inspected.
3. Base material certifications to be supplied by the material suppliers.

D. Weld Testing

Have nondestructive testing performed by an independent agency. The manufacturer pays for nondestructive weld testing.

1. Ten percent of all welds are to be magnetic particle tested.
2. Ultrasonic testing is to be performed on all top and bottom chords, full penetration welds.

E. Finishes

Sandblast unpainted weathering steel bridges according to SSPC Surface Preparation Specification No. 6.

F. Delivery and Erection

1. Manufacturer's Responsibilities

- Deliver the bridge by truck to a location nearest to the site accessible by roadways.
- Notify the Contractor in advance of the expected arrival time.
- Provide the Contractor information regarding delays after the truck departs the plant, such as inclement weather, delays in permits, rerouting by public agencies, or other circumstances, as soon as possible.
- Advise the Contractor of the actual lifting weights, attachment points, and all other pertinent information needed to install the bridge.

2. Contractor's Responsibilities

- Provide proper lifting equipment.
- Unload the bridge from the truck at the time of arrival.
- Splice and bolt the components.

SB-2 CONCRETE STRUCTURES

SB-2.1 Architectural Concrete Texture (Ashlar Stone)

A. Description of Work

This work consists of constructing special textured surfaces on all areas designated in the plans.

The work shall be performed in accordance with the applicable provisions of Iowa DOT spec. 2406, the Plans, and the following:

B. General

The form pattern shall be integral with the concrete to the dimensions shown in the Plans and on the approved submittal.

Concrete textures shall match the general appearance and characteristics indicated in the plans and the Owner-provided images below labeled “Ashlar Stone” on the Bridge & Retaining Wall in Marshalltown, IA. Ashlar Stone block size dimensions shall be irregular but generally 3-8” high, and 6-16” wide. The texture relief shall be generally around 1”. Maximum depth of relief shall be 2 inches from the Front Face of Abutment.



Ashlar Stone on Stone Chimney (Riverview Park, Marshalltown, IA)

Test panels, as specified later in this section, are required for acceptance of texture and color finish.

C. Materials

Textured concrete surfaces may be formed by using a commercial form liner system or through the use of batten strips attached to the forms. The concrete surface shall be formed using a system capable of withstanding anticipated concrete pour pressures without leakage or causing physical defects. The forming system shall attach easily to forms and be removable without causing concrete surface damage. The forms shall be designed to form surfaces conforming to the design intent including the shape, lines, and dimensions described herein and in the plans. Match pattern features at form joints to minimize visible pattern repeats and make the formed concrete surface appear uniform and continuous without visible seams and form marks. When joints are unavoidable, make joints along main features of the pattern.

Form liners shall produce the textured effect of a highly realistic, random stone masonry surface. Simulated stones should exhibit the rough, natural finish of real stone laid in place with hand tooled mortar joints. Surfaces having a smooth, slick or shiny surface will be rejected. Individual stones shall be formed with crisp, sharp edges and a rough, natural relief to the shape and dimensions described herein and shown on approved shop drawings.

1. Manufacturers

Subject to compliance with requirements, provide form liner materials from the following manufacturers:

- a. Custom Rock Formliner
- b. Milestones, Inc.
- c. Scott System, Inc.
- d. Fitzgerald Formliners
- e. Other approved manufacturers

2. Form ties

Form ties shall be made of non-corrosive materials when the portion permanently embedded in the concrete is less than 1-1/2 inches from the finished surface.

3. Form release agents

Form release agents shall be fully compatible with the form material and the special surface finish to be applied to the textured surfaces.

D. Contractor Qualification and Documentation

Within 60 calendar days of execution and approval of the Contract, the Contractor shall submit the following to the Engineer for approval:

1. Product data

Product data including manufacturer's technical information and use instructions for form placement and release.

2. Form ties

Samples of form ties that will be permanently embedded in the concrete.

3. Qualification data

Qualification and documentation for firms and persons specified below to demonstrate their capabilities and experience. Include a list of completed projects with project names, addresses, names of architects, engineers and owners, plus any other pertinent information.

a. **Manufacturer's Qualifications**

The form manufacturer must have five years minimum experience making forms used to create formed concrete surfaces matching the pattern noted above.

b. **Installer Qualifications**

The form installer shall have had a minimum of five consecutive years of experience in textured formed concrete construction.

4. Shop Drawings

Shop drawings indicating form layout and termination details. Indicate backup, rustication, reveal and chamfer strip locations. Include jointing, form tie location, pattern placement, pattern match details, and end, edge and other special conditions. Indicate tolerances and procedures of installation and separation.

E. Quality Assurance

1. Test Panel Mock-ups

Construct test panel mock-ups of textured formed surfaces of the approved Architectural Concrete Texture for quality control comparison of surface texture and pattern characteristics between the approved sample mock-up and the actual work as it is installed. The test panel mock-ups shall be constructed using urethane foam or other suitable lightweight material to produce a surface that simulates that produced when casting concrete. The test panel mock-ups shall be a minimum of 3 inches thick, 5 feet wide and 3 feet high. They must be lightweight and easily moved or transported by one person.

2. Test Panel

Upon approval of the test panel mock-up, concrete test panels shall also be constructed. At a minimum, the concrete test panels shall be the same size as the test panel mock-ups. Materials used in the construction of the concrete test panels shall comply with the applicable requirements of 2406 for formwork and concrete. Concrete mix for the concrete test panels shall be Class C. The forms used for the concrete test panels shall produce the same pattern that is intended for use on the structures. Cast un-reinforced panels vertically simulating as many phases of the actual construction as possible. Additional concrete test panels will be required if results of the initial test panel do not meet the requirements of these special provisions. The concrete test panel may also be used as a finished surface for approval of the Architectural Surface Finish (Multi Color) as specified in these special provisions.

Following completion of the structure, remove and dispose of the test panels.

F. Requirements for Construction

Match pattern features at form joints to make the formed concrete surface appear uniform and continuous without grout leakage at the joints. When concrete vertical construction joints are required, place form joints in the valley of the grooves, or as approved by the Engineer. Following removal of forms, finish minor defects to blend with the balance of the pattern surface texture. Filling of “bug holes” or other similar deformities in the texture surface that are 1/2 inch or less in diameter or depth is not required. No visible vertical and horizontal seams or conspicuous form marks created by butt-joining forms will be allowed. Where it is not possible to locate a vertical groove at a construction joint, the concrete surface shall be finished to reduce visibility of the construction joints.

Strip formwork in accordance with the form manufacturer's recommendations to avoid concrete surface deterioration or weakness planes in the substrate. Finish form tie holes using approved patching materials.

All conventionally formed concrete surfaces receiving architectural concrete texture shall be water blasted to break the surface film and to remove all laitance detrimental to the finish coating system performance. Sandblasting will not be allowed for cleaning concrete surfaces, as it will reduce the architectural concrete texture specified in this Special Provision. Pressure washing with water at a pressure of 3000 psi at a rate of 3 to 4 gallons per minute using a fan nozzle held perpendicular to the surface at a distance of one to two feet shall be used.

Clean and repair surfaces of forms to be reused. Split, frayed, delaminated or otherwise damaged form material will not be acceptable for exposed surfaces. Forms shall be cleaned and free of concrete buildup prior to each pour. Do not use “patched” forms for exposed concrete surfaces unless acceptable to the engineer.

SB-2.2 Architectural Surface Finish (Multi Color)

A. Description of Work

This work consists of applying an architectural surface finish to all exposed concrete surfaces of the Architectural Concrete Texture.

B. General

Architectural Surface Finish (Multi Color) shall be a multi-colored stain application. The color shall match the Stone Chimney feature located at the Log Cabin in Riverview Park in Marshalltown, IA. The simulated stone formed concrete surfaces shall be stained in the full color range of the desired feature as shown in SB-2.1.

The surface coloring for the Architectural Surface Finish (Multi Color) described above shall be performed using approved stains or paint systems applied in a manner consistent with the aesthetic design requirements of the Project.

For Architectural Surface Finish (Multi Color), the color shall be provided by a multi-coat stain application emulating the full color range of the natural stone referenced above, including subtle color variations, mineral oxidation and staining. The desired finish color effect shall be achieved through the application of a base coat and then either applying one color over another or intermixing several colors of stain. Highlight coloration shall be by hand staining or other suitable antiquing methods. A **minimum** of five stain colors will be required.

Cork joints shown in the Plans shall be finished to visually continue the pattern across the joint uninterrupted. A sample of the colored cork for approval shall be included in the concrete test panel described in SB-2.1.

Color samples will be developed by the Contractor using the test panel mock-ups described in SB-2.1 and the color information contained herein. Colors shall be derived from real rock samples of the natural stone provided by the Contractor. These color samples shall remain the property of the Department.

C. Materials

Stain shall be a 100 percent acrylic; water-repellant, semi-opaque, tinted emulsion sealer designed for concrete and masonry surfaces. Acceptable products shall allow moisture and vapor transmission, be formulated for exterior application with resistance to freeze/thaw, moisture, alkali, acid and mildew, mold or fungus, discoloration or degradation and meet the following requirements:

1. Physical or performance properties

- Volume Solids: 29-31 percent (Calculated Lab Value)
- Weight Solids: 44-46 percent (Calculated Lab Value)
- Viscosity: 65-85 KU (Calculated Lab Value)
- Accelerated Weathering: 1,000 Hours Minimum (ASTM G-26)

2. Color Pigments

Color pigments for tinted products shall be derived from synthetic mineral oxides.

3. Manufacturers

Subject to compliance with requirements, provide colored concrete finishing products from one of the following manufacturers:

- a. CHEMREX
- b. The Euclid Chemical Company
- c. The Sherwin-Williams Company
- d. TK Products
- e. Other approved manufacturers

To the greatest practical extent, all concrete finishing products shall be obtained from a single source.

All materials shall be furnished, prepared, applied, cured and stored according to the product manufacturer's directions and as specified herein. Special attention shall be given to the recommended temperature range for application.

D. Contractor Qualifications and Documentation

Within 60 calendar days of execution and approval of the Contract, the Contractor shall submit the following to the Engineer for approval:

1. Product data

Product data including manufacturer's technical information, label analysis, and application instructions for each material proposed for use.

2. Lab reports

Laboratory test reports showing that materials proposed for use meet physical or performance property requirements.

3. Sample

1 foot X 1 foot square samples of the Architectural Surface Finish (Multi Color) to be used on the textured surface patterns. Final color selections will be based upon completion of the test panel specified below.

4. Qualification Data

Qualification and documentation for firms and persons specified below to demonstrate their capabilities and experience finishing simulated stone masonry textured concrete. Include a list of completed projects with project names, addresses, names of architects, engineers and owners, plus any other pertinent information.

- a. Applicator Qualifications

The applicator must have five years minimum experience finishing simulated stone masonry textured concrete matching the color range noted above.

E. Quality Assurance

The Contractor shall demonstrate his workmanship by completely finishing the concrete test panel, described in SB-5.6, using approved concrete stain products, materials, methods, workmanship, and the specified surface preparation method. Test panels shall be considered incidental to the work and no direct compensation will be made therefore. **At least 3 variations of final 'Sandstone' color in varying shades shall be created for selection by Owner prior to approval.**

Approved test panels will be used for quality control comparison of color characteristics between the approved test panels and the actual work as it is completed. The Contractor and/or his agents shall be responsible for maintaining these panels at individual work sites while the work is in progress for this purpose.

F. Requirements for Application

The concrete to which the architectural surface finish is to be applied must be a minimum of 28 days old or as recommended by manufacturer. Following removal of forms, all exposed textured concrete surfaces shall receive an ordinary surface finish in accordance with Iowa DOT 2403.03 prior to the surface preparation described below. Minor defects shall be finished to blend with the balance of the textured surfaces. On heavily textured surfaces (i.e. ashlar stone, cut stone, fractured granite, etc.) only minor defects greater than 1/2" in diameter shall be finished to blend with the balance of the textured surface. The Contractor shall make every effort to match the surface texture of patched surfaces with the surrounding textured surface. Visible vertical or horizontal seams or conspicuous form marks shall be repaired to the satisfaction of the Engineer and at the Contractor's expense.

All formed concrete surfaces to receive Architectural Surface Finish (Multi Color) shall be water-blasted with clean water to break the surface film and to remove all laitance detrimental to the color system performance. Pressure washing must occur not more than 24 hours before commencing with the finishing. Sandblasting will not be allowed for cleaning concrete surfaces, as it will reduce the architectural surface treatment texture. Pressure washing with water at a pressure of 3000 pounds per square inch at a rate of 3 to 4 gallons per minute using a fan nozzle held perpendicular to the surface at a distance of 12 inches to 24 inches shall be used.

The finish color effect for the bridges and structures involves an application of a base coat, uniformly applied over the entire textured surface (both individual stones and joints between stones). Subsequent coats are applied by placing one color over another or by intermixing several colors to achieve the characteristics of the approved sample panel. The base color application shall meet the requirements of the product manufacturer for both thickness and coverage. Stain products used to complete the work shall not be diluted with water or other solvents in any way.

SB-2.3 Special Surface Finish of Concrete Surfaces

1. Exposed concrete surfaces receiving a textured surface finish

Spray apply a textured SSF II (see APL) on the exposed concrete surfaces as designated below for the Bridge and Retaining Walls. Apply the SSF II coating at a rate as defined on the

Approved Products List (APL) in a uniform texture and color appearance. Back-roll the spray applied coating, if required by the Engineer.

- Exposed smooth concrete faces (ie, copings, top and back faces of abutments, wingwalls, and retaining walls, etc.)
- Do **not** apply to formliner textured surfaces (those shall receive Architectural Surface Finish)

Provide a finish color for all SSF II matching **AMS-STD-595A Color No. 30372 (Gray)**.
Provide paint free of toxic metals and toxic pigments. Provide a "matte" finish for all colors.

SB-2.4 Protection Against Cold Weather

Provide insulated forms, insulation, or heating and housing facilities to maintain a concrete surface and projecting reinforcing temperature of between 60°F and 120°F during the curing period. The Engineer may allow the concrete surface temperature of between 50°F and 120°F for concrete with strengths equal to or greater than 75 percent of the required compressive strength but not less than 4,000 psi.

All other requirements from the Iowa DOT specifications for curing, unless superseded by this section, apply to construction.

SB-3 METAL RAILING

The provisions of 2414, "Railings," are supplemented as follows:

SB-3.1

Fabricator shall supply QA/QC documentation to the Engineer and Metal Railing Installer verifying that all fabricated railing components are within the necessary tolerances for proper fit up and installation of the railing, including measurements between railing base plates that indicate that the as fabricated base plate hole locations are within $\frac{1}{8}$ inch of the specified plan dimensions, based on the plan specified rail post spacing.

SB-3.2 *Add section 2414.02.B.4, "Coating Requirements":*

Apply powder coating systems to the metal railing in accordance with applicable provisions of SB-5, "Powder Coating," and associated special provisions. The finish color is defined in the special provisions for SB-5.

SB-3.3 *Add section 2414.03.B.4, "Anchorage Requirements":*

Furnish and install a threaded rod anchorage system of the type, shape, and size specified in the Plan. The installation method, cast-in-place or adhesive, is specified in the Plan.

Ensure bolt heads and/or nuts are in contact with the adjacent surface and torqued to

- $\frac{1}{2}$ -inch diameter = 30 ft pounds
- $\frac{5}{8}$ -inch diameter = 60 ft pounds
- $\frac{3}{4}$ -inch diameter and larger = 80 ft pounds

unless a different torque is recommended by the manufacturer or the Plan.

A. Cast-in-place anchorages

Provide the Engineer with a QA/QC plan that will be used to ensure that the cast-in-place anchorages are installed in the correct location using templates or other means ensuring that the exposed threads of the anchorages will not be damaged or contaminated and that the anchorages will not be displaced or allowed to move during concrete placement.

If cast-in-place anchorages have been installed in the forms, but prior to placing the barrier concrete, the Contractor shall provide written documentation verifying that all of the anchorages are within the necessary tolerances to place the tubular railing without modifying the railing base plate configuration.

B. Adhesive anchorages

Refer to SB-4, "Threaded Rod Anchorages".

SB-3.4 ***Add the following to section 2414.03.E.2, "Installation":***

SPECIAL ALERT: All hardware, fasteners, anchorage nut, washer, and threaded rod stick out, used to install metal railings in the field will not be required to be field coated after installation.

Adjust the steel posts to obtain the grade and alignment as shown in the plans using the following method:

Shim the steel posts with galvanized steel shims or washers to the proper grade and alignment, not to exceed $\frac{1}{4}$ inch of shim height. Before attaching the nuts, **coat the entire surface between the base plate and concrete rail with an approved Silicone Joint Sealant**. Tighten the anchor rod nuts and neatly smooth the caulk around the perimeter of the rail post base plate.



Ground all metal railings. Note that any powder-coating or wet-paint coating, will create a break in electrical continuity. Install all electrical grounding in accordance with the applicable provisions of the National Electrical Code. Clamp or braze the ground wires to the grounding device, then practicably route and attach to the nearest rail by clamping, brazing, or any other approved means that will provide a permanent positive connection. If rail has non-continuous sections, use a #6 AWG solid copper wire to connect adjacent railing panels.

If the structure does not include exposed electrical equipment, then ground the rails at points directly below or adjacent to the railing at all corners. Ensure the grounding system consists of a #6 AWG solid copper wire connected to the railing which in turn is connected to a copper coated steel rod having a nominal diameter of $\frac{5}{8}$ inch or more and a minimum length of 8 feet installed to an elevation approximately flush with the ground surface.

If the structure includes exposed electrical equipment, such as roadway lighting, traffic signals, variable message signs, surveillance cameras, or ramp metering, then bond the railing grounding system to the exposed electrical equipment grounding system. Refer to the electrical plans and electrical special provisions for details regarding bonding multiple electrical grounding systems.

SB-4 THREADED ROD ANCHORAGES

The Contractor may substitute cast-in-place anchorages for adhesive anchorages. Prior to any substitution, the Contractor must:

- Establish a written procedure for the accurate placement of anchorages which will allow for easy installation of attachment and submit to the Engineer;
- Provide a design and specifications for an anchorage system of comparable or better strength and durability than the specified system and is compatible with the components of the attachment;
- Obtain written approval from the Engineer for the substitution; and
- Obtain written approval from the Engineer of Record for the substitution.

Proof loading of anchorages is waived for cast-in-place anchorages.

DO NOT substitute adhesive anchorages for cast-in-place anchorages if cast-in-place anchorages are specified in the plan.

A. Post-Installed Anchorages

Furnish and install a post-installed threaded rod anchorage system of the type, shape and size specified, and its satisfactory placement at the locations indicated in "Table 1 – Anchorage Location and Testing Frequency – Method 1".

Adhesive anchorages consist of a continuously threaded rod secured by an approved adhesive, as per the plan.

Adhesive anchorage installers must hold current ACI Adhesive Anchor Installer Certification credentials. Installers are required to check depth, diameter and condition of the drilled hole, clean the hole, and install the anchorage per the Manufacturer's Printed Installation Instructions (MPII). Record the name(s) of all certified installers.

Prior to installation coordinate a Pre-installation meeting. Include the Engineer, Inspectors, and Installers in the meeting to review the installation process and requirements. At the Pre-installation meeting, submit the following to the Engineer:

- RECORD OF CONTRACTOR/INSTALLER ACI CERTIFICATION form with a copy of each installer's ACI Adhesive Anchor Installer Certification card;
- A copy of the Independent Third Party Inspector's ACI Adhesive Anchor Inspector Certification card;
- Printed copy of the MPII; and
- Verification that the adhesive has an uncracked characteristic bond strength as specified in the plan.

Furnish only one of the systems from the approved list below. Verify that the adhesive has an uncracked characteristic bond strength as specified in the plan.

Meet the following conditions prior to installation and testing:

- Concrete is greater than 14 days old;
- Concrete surface is free of water prior to drilling;
- The hole is dry, as defined below; and
- Any additional requirements listed in the Manufacturer's Printed Installation Instructions.

A dry hole is defined as: *a hole with no water present within the hole*. If the hole is filled with water, partially filled with water, or water entered the hole during drilling, blow out the water using compressed air and allow a minimum of 24 hours dry-out time before cleaning the hole and installing the anchorage.

Install all anchors as specified by the MPII. Install in sound concrete to a depth equal to the minimum depth specified in the plan or as specified by the manufacturer, whichever is greater.

It is essential that the adhesive material completely fill the hole in the concrete for proper anchorage performance. Ensure that the hole is completely filled to the top of the concrete surface in which the anchorage is installed. Do not permit the adhesive to overtop the concrete surface in a way that will interfere with the placement of the elements.

Approved/Qualified Products:

- | | |
|----------------------------|-----------------------------|
| • Red Head A7+ | ITW CCNA |
| • Red Head G5+ | ITW CCNA |
| • Red Head C6+ | ITW CCNA |
| • Pure 50+ | DEWALT |
| • Pure 110+ | DEWALT |
| • AC100+ Gold | DEWALT |
| • Hilti HIT-HY 100 | Hilti |
| • Hilti HIT-HY 200 V3 | Hilti |
| • ACR-28 Sure-Set | Aerosmith Fastening Systems |
| • AC200+ | DEWALT |
| • RE-500v3 | Hilti |
| • ULTRABOND HYB-2CC | Adhesive Technology Corp |
| • Ultrabond HS-1CC | ATC |
| • Simpson Strong-Tie AT-3G | Simpson |
| • Approved equivalent | |

A1. Testing of Post-installed Anchorages

Perform all testing by an independent third party testing agency. Testing agent must have current ACI Adhesive Anchor Inspector Certification credentials.

Verify the anchor strength and installation procedures by proof testing anchorages in accordance with this specification. Perform all testing in accordance with ASTM E488, *Standard Test Methods for Strength of Anchors in Concrete Elements*. Set up the tension testing device such that no portion of the

device bears on the concrete surface within a distance equal to one and a half times the anchorage embedment depth. Test anchorages to not less than the required proof load as provided in the plan (if no anchor proof load is provided in the plan, contact the Engineer). Consider an anchorage to pass proof load testing if it can sustain the proof load for a minimum of 60 seconds prior to release of tension load. Failure criteria of an anchorage test is defined in ASTM E488.

Ensure that nothing interferes with the testing apparatus during the proof test. Do not perform any caulk prior to testing.

Verify the anchor strength and installation procedure using one of the two following methods:

1. Demonstrate the anchorage system at the first site of field installation. Five passing demonstrations are required to be able to move to the remaining production anchorage installations. Include a proof test in each demonstration installation. Failure of a proof test will require a modification of installation procedures or use of a different anchorage system and an additional five demonstrations of the modified or substituted system. Demonstration anchorages may be used as production anchorages, however, when using anchorages to attach ornamental metal railing or chain link fencing, no more than one demonstration may occur at any given post location. The Contractor assumes all liability for repairs that may need to be performed as a result of a failed test. Record all demonstration results and furnish the original of the completed form to the Engineer.
2. Install all production anchorages.

Notify the Engineer immediately after any failure. Provide a non-conformance anchorage replacement plan, to be accepted by the Engineer. Once accepted by the Engineer:

- Remove all anchorages that fail the field test without damage to the surrounding concrete;
- Redrill holes to remove adhesive bonding material;
- Install replacement anchorages in accordance with the MP11; and,
- Test anchors using an approved method.

Perform replacement of failed anchorages to the satisfaction of the Engineer and at no cost to the Department.

•

SB-5 POWDER COATING

The provisions of 2508, “Removal of Paint and Painting Steel Bridge Structures,” are supplemented with the following:

The color of the ornamental metal railing finish coat shall be a ‘Dark Reddish Brown’ matching the appearance of aged weathering steel and have a semi-matte or matte finish. The Contractor shall submit a color swatch/sample of at least 3 different shades of ‘Dark Reddish Brown’ to the Owner for approval prior to painting.

SP-02 SECTION 9030 – PLANT MATERIAL AND PLANTING SPECIAL PROVISIONS

*This special provision amends Section 9030 as it pertains to the following bid items:

- Deciduous Shrubs
- Ornamental Trees
- Perennial Ground Cover (1 Gal.)
- Deciduous Trees

1.08 Measurement and Payment: Replace with the following.

1. Measurement: Each tree, shrub, groundcover or perennial plant accepted in place will be counted.
2. Payment: Payment will be at the unit price for each tree, shrub, or groundcover perennial plant. Payment will be made according to the following:
 - a. 100% of unit price at initial acceptance (less retainage). Initial acceptance will be determined by Engineer. Plant material shall be thriving, fully maintained and show no signs of stress. Upon substantial completion of entire project, a one-year warranty period will commence. Contractor shall provide one-year warranty certificate with start and finish dates as directed by Engineer. Contractor shall maintain all plant material as necessary, including watering, to ensure healthy, vigorous plant material throughout warranty period.
 - b. At end of one-year warranty period, the Contractor and Engineer will conduct a thorough review of all plant material. Any plant material not thriving shall be replaced with same size, species and quality as originally planted, per contract documents, at no additional cost to the Owner. A one-year warranty period will apply to all replacement plant material.
3. Includes: Unit price includes, but is not limited to, delivery, excavation, installation, watering, backfill, mulching, wrapping, staking or guying, herbicide, maintenance during establishment and warranty periods, and replacements.

2.02 Mulch: Replace with the following.

- A. Finely shredded, double processed hardwood mulch.
- B. Particle sizes ranging from 0.25-0.5 inch diameter and maximum 3 inches in length.
- C. Green or freshly chipped or shredded mulch shall be rejected.
- D. Mulch shall be free of weeds, weed seed, chaff, diseases, or other foreign material.

2.03 Backfill Material: Replace with the following.

- A. Planting backfill shall consist of topsoil, compost amended as indicated on contract documents. See 'K' Sheet Series for amended soil mix design.
- B. Existing on-site soils may not be used as planting backfill.

GOVERNING SPECIFICATIONS

THE 2024 EDITION OF THE "IOWA STATEWIDE URBAN SPECIFICATIONS FOR PUBLIC IMPROVEMENTS" AS SUPPLEMENTED BY THE CITY OF MARSHALLTOWN SUPPLEMENTARY SPECIFICATIONS.

MUTCD 2023 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 38-22, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA."

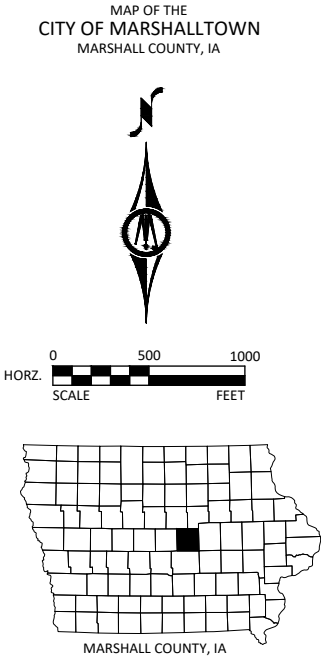
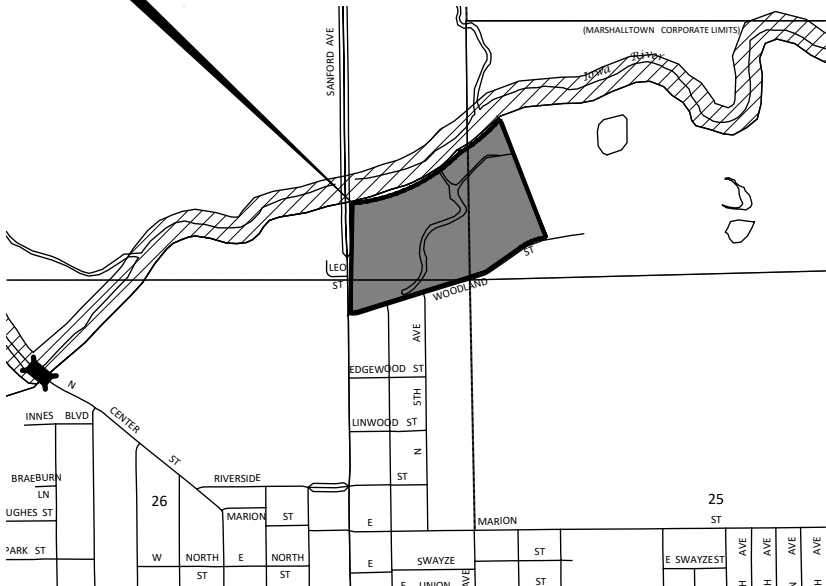
RESOURCE LIST

CITY OF MARSHALLTOWN	UTILITIES
City Hall 24 N Center Street Marshalltown, IA 50158 (641) 754-5701	GAS Alliant Energy Alliant Energy Field Engineer (800) 255-4268
City Administrator: Carol Webb	TELEPHONE Centurylink Sadie Hull (918) 547-0147
Mayor: Joel Greer	LOCAL: Marshalltown Water Works Zach Maxfield (641) 753-7913
City Council Members: Barry Kell Gary Thompson Jeff Schneider Mike Ladehoff Mark Mitchell Greg Nichols Melisa Fonseca	City of Marshalltown Sewer Troy McGahuey (641) 754-5749
City Engineer: Heather Thomas	CABLE / INTERNET Mediacom Curt Hodges (515) 669-3647
Water Pollution Control Superintendent: Bob Ranson (641) 754-5709	Heart of Iowa Ventures Jay Duncan (641) 486-2211
	ELECTRIC City of Marshalltown Heather Thomas (641) 754-5734

PLAN REVISIONS		
DATE	DESCRIPTION	APPROVED BY

CITY OF MARSHALLTOWN
RIVERVIEW PARK PHASE 1
CONSTRUCTION DOCUMENTS - BID SET
SEPTEMBER, 2024

PROJECT LOCATION



SHEET NUMBER	SHEET TITLE
A.01 - A.02	TITLE SHEET, LEGEND
B.01 - B.05	DETAILS
C.01 - C.04	QUANTITIES & NOTES
D.00 - D.05	LAYOUT
E.01 - E.05	GRADING
F.00 - F.05	REMOVALS
G.01	CONTROL POINTS & ALIGNMENTS
J.01	STAGING & TRAFFIC CONTROL
K.01	LANDSCAPE
M.01 - M.02	STORM SEWER
P.01	LIGHTING
R.01 - R.04	EROSION CONTROL
V.01 - V.10	BRIDGE AND WEIR WALL
THIS PLAN SET CONTAINS <u>48</u> SHEETS.	

REVIEWED & APPROVED _____ DATE: _____
PARKS & RECREATION DIRECTOR

	I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE. I AM A DULY LICENSED PROFESSIONAL LANDSCAPE ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA. GREGORY A. BROUSSARD, P.E. LICENSE NUMBER: <u>21974</u> DATE: _____ MY LICENSE RENEWAL DATE IS <u>DECEMBER 31, 2025</u> PAGES OR SHEETS COVERED BY THIS SEAL: <u>ALL SHEETS EXCEPT K.01 AND V.01-V.10</u>
	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. CASEY BYERS, PLA LICENSE NUMBER: <u>00637</u> DATE: _____ MY LICENSE RENEWAL DATE IS <u>JUNE 30, 2025</u> PAGES OR SHEETS COVERED BY THIS SEAL: <u>K.01</u>
	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. Ryan R. Evans, P.E. LICENSE NUMBER: <u>P22539</u> DATE: _____ MY LICENSE RENEWAL DATE IS <u>December 31, 2025</u> PAGES OR SHEETS COVERED BY THIS SEAL: <u>V.01-V.10</u>

PROJECT DATUM: HORIZONTAL: IOWA REGIONAL COORDINATE SYSTEM (IRCS) ZONE 9 VERTICAL: NAD 83	RECORD DRAWING INFORMATION OBSERVER: CONTRACTOR: DATE:
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1519 BALTIMORE DRIVE
AMES, IOWA 50010
Phone: (515) 233-6100
Email: Ames@bolton-menk.com
www.bolton-menk.com

DESIGNED	REV	DESCRIPTION	DATE
ANC			
DRAWN	ANC		
CHECKED	GAB		
CLIENT PROJ. NO.	076.131006		

CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
TITLE SHEET

SHEET
A.01

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

SURVEY SYMBOLS

	BENCHMARK LOCATION		CAST IRON MONUMENT
	CONTROL POINT		STONE MONUMENT
	MONUMENT FOUND		

EXISTING TOPOGRAPHIC LINES

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

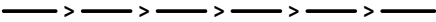
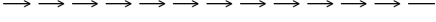
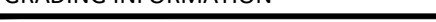
SURVEY LINES

	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

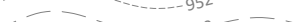
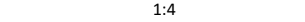
EXISTING UTILITY LINES

	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
	TRENCHLESS PIPE (PLAN VIEW)
	TRENCHLESS PIPE (PROFILE VIEW)

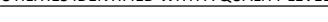
GRADING INFORMATION

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

EXISTING PRIVATE UTILITY LINES

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



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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1

LEGEND SHEET

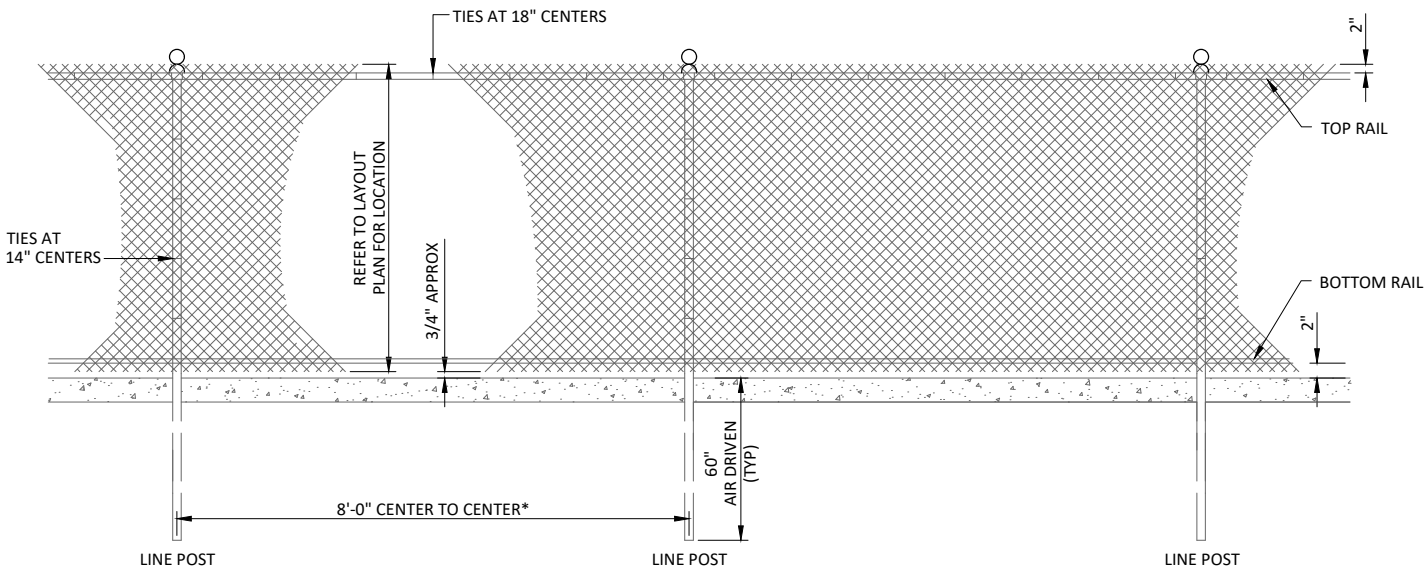
SHEET

A.02



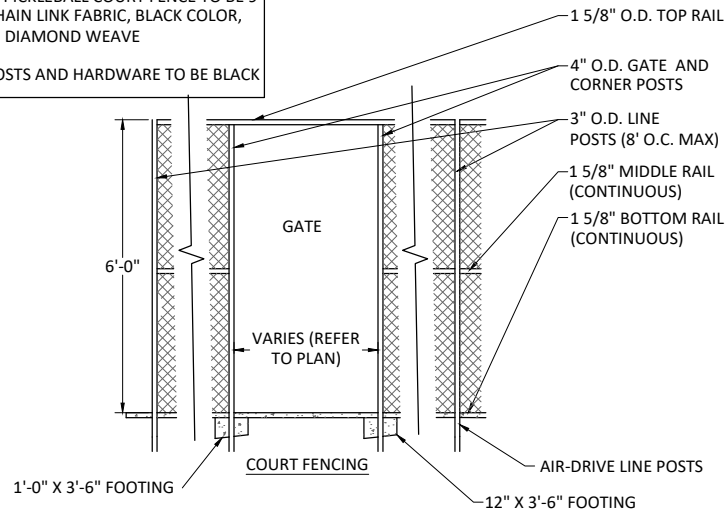
OR APPROVED EQUAL

NOTE:
ALL FENCE FABRIC, POSTS, RAILS, AND HARDWARE SHALL BE
BLACK VINYL COATED WITH A LOW TO MEDIUM GLOSS.

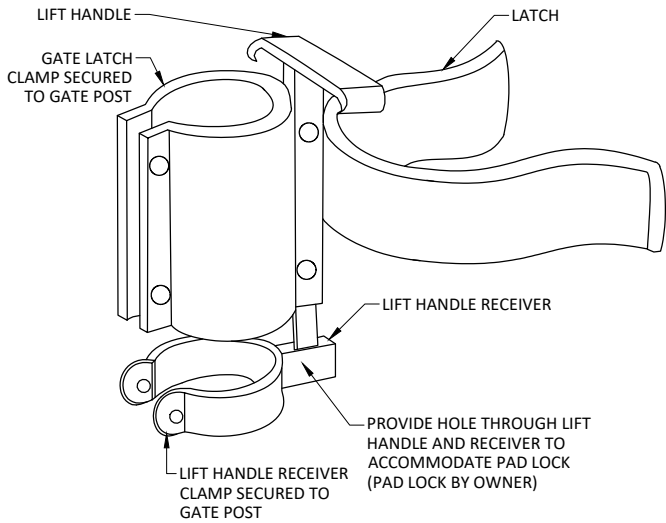


1 CHAIN LINK FENCE DETAIL
SCALE: N.T.S.

NOTE: PICKLEBALL COURT FENCE TO BE 9
GA. CHAIN LINK FABRIC, BLACK COLOR,
1-3/4\"/>

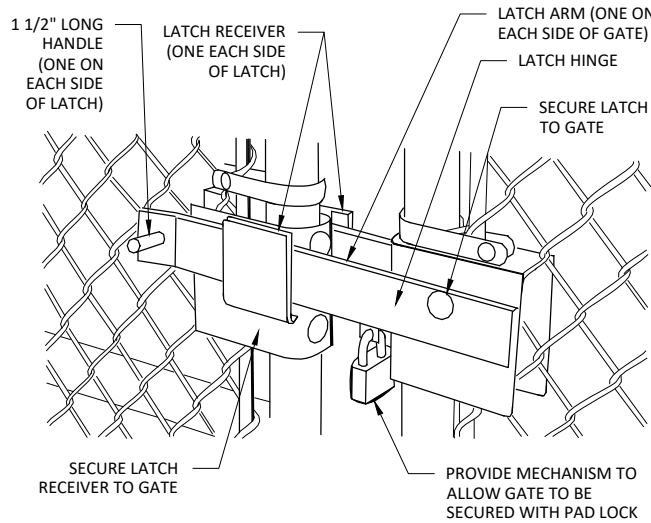


2 COURT FENCING
SCALE: N.T.S.



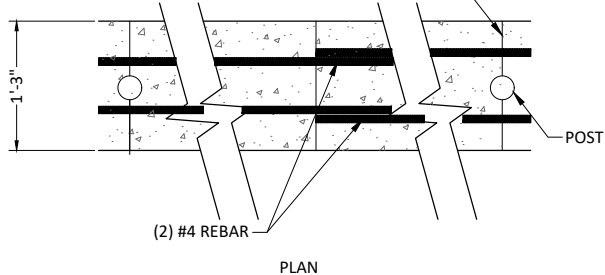
3 GATE LATCH
SCALE: N.T.S.

NOTE: PROVIDE ADEQUATE SPACE BETWEEN GATE POST AND GATE SUCH THAT
GATE IS IN LINE WITH FENCING WHEN FULLY CLOSED AND LATCHED.

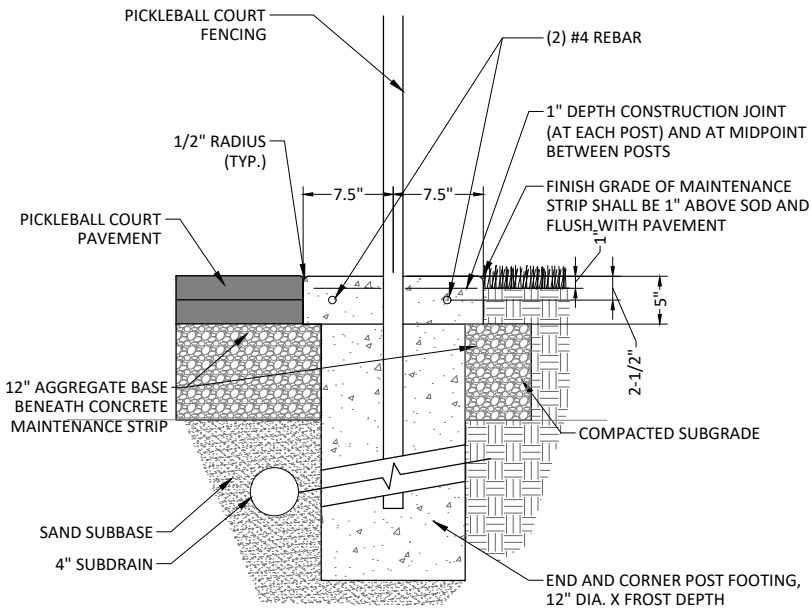


4 DOUBLE SWING GATE LATCH
SCALE: N.T.S.

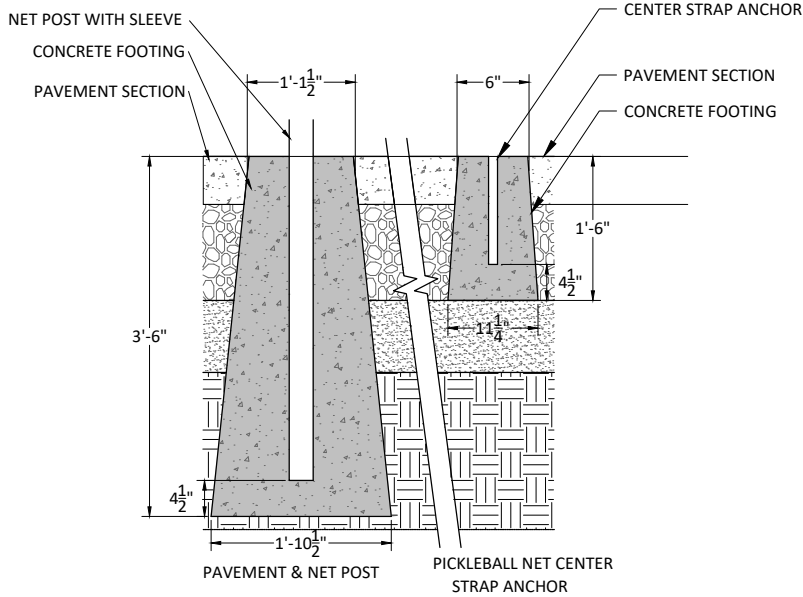
CONSTRUCTION JOINT SHALL BE CUT TO 1\"/>



5 POST CONSTRUCTION JOINTS
SCALE: N.T.S.



6 PICKLEBALL COURT FENCE POSTS
SCALE: N.T.S.



7 NET POST AND CENTER STRAP ANCHOR
SCALE: N.T.S.

PICKLEBALL PRODUCT NOTES:

- CONTRACTOR TO PROVIDE SHOP DRAWINGS FOR ALL PICKLEBALL ELEMENTS, INCLUDING FENCE, GATE AND POST LAYOUT, FENCE PRODUCTS, PICKLEBALL NET AND POST PRODUCTS, AND PICKLEBALL COURT SURFACING.

CONTACT: DOUGLAS SPORTS, (800) 553-8907
- PICKLEBALL NETS (4):
DOUGLAS JTN-30 QUICKSTART/PICKLEBALL TENNIS NET #20105 OR APPROVED EQUAL

CONTACT: DOUGLAS SPORTS, (800) 553-8907

3.0MM SOLID CORE KNOTTED BRAIDED POLYETHYLENE WITH 285 LB. BREAK STRENGTH
SINGLE PLY VINYL COATED POLYESTER HEADBAND 32 OZ/SQ YD

BLACK VINYL POCKETS WITH FIBERGLASS DOWELS
NET SIZE MEASURES 36\"/>
- PICKLEBALL POSTS (8):
DOUGLAS PREMIER XS-36 PICKLEBALL/QUICKSTART TENNIS POSTS OR APPROVED EQUAL

CONTACT: DOUGLAS SPORTS, (800) 553-8907

2 7/8\"/>
- PICKLEBALL SURFACING:
ACRYLIC COURT FINISH SYSTEM, CONSISTING OF TWO (MINIMUM) ACRYLIC FILLER COATS AND TWO ACRYLIC FINISH COLOR COATS, AND PERMANENT COURT LINING

ACCEPTABLE MANUFACTURERS:
California Products Corporation, Cambridge, MA; "Plexipave Surfacing System with Plexipave Filler Plexichrome Finish Coat, and Plexicolor Acrylic Line Paint"

SportMaster Sport Surfaces, Sandusky, OH; "ColorPlus Pickleball Court System"

Nova Sports USA, Milford, MA; "Novacrylic"

Advanced Polymer Technology Corp., Harmony PA; "Laykold Surfacing System"



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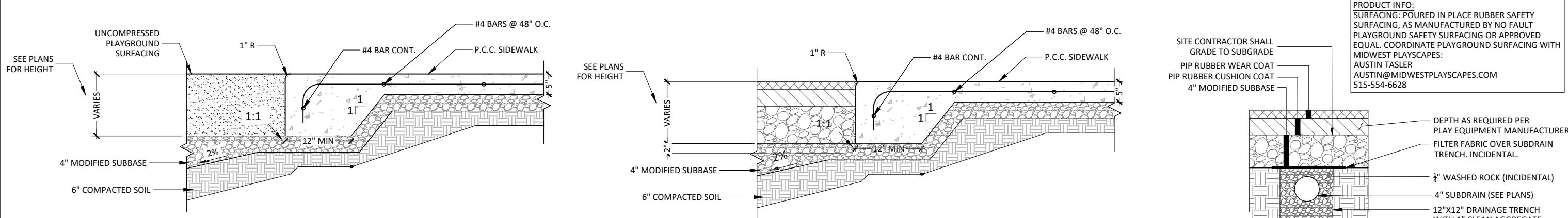
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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1

DETAILS

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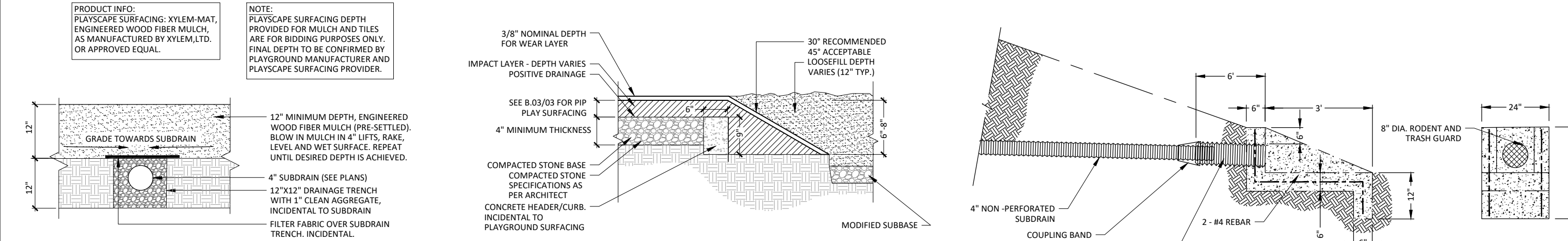
B.02



1 THICKENED SIDEWALK ADJACENT TO LOOSE-FILL SURFACING
SCALE: N.T.S.

2 THICKENED SIDEWALK ADJACENT TO POURED IN PLACE RUBBER SURFACING
SCALE: N.T.S.

3 PLAYGROUND POURED RUBBER SURFACING
SCALE: N.T.S.



4 ENGINEERED WOOD FIBER MULCH, SAFETY SURFACING
SCALE: N.T.S.

5 TRANSITION BETWEEN POURED IN PLACE PLAY SURFACING AND ENGINEERED WOOD FIBER
SCALE: N.T.S.

6 SUBDRAIN OUTLET
SCALE: N.T.S.



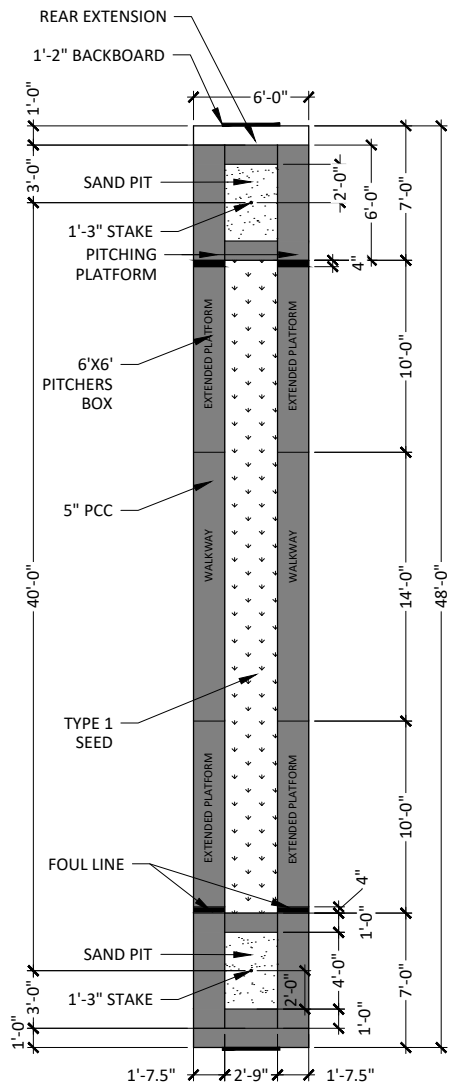
7 SURFACE MOUNTED FURNISHINGS, TYP.
SCALE: N.T.S.

8 BACKED BENCH
SCALE: N.T.S.

9 ARTIFICIAL TURF SUBDRAIN DETAIL
SCALE: N.T.S.

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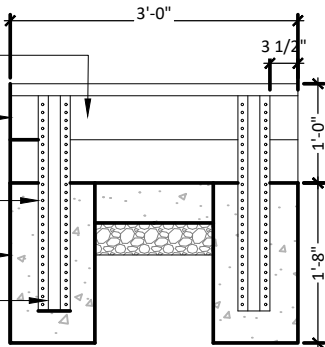
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1 HORSESHOE COURT LAYOUT
SCALE: N.T.S.

APPLY RUBBER BELT 18"X36" ON
OPPOSITE SIDE (FRONT) WITH
1-1/4" GAL. SCREWS AT 16" O.C.
2X6 NOMINAL COMPOSITE
WOOD DECK BOARDS

12" SQ. X 1'-8" CONCRETE
FOOTING FOR EACH STAKE
12" SQ. X 1'-8" CONCRETE
FOOTING FOR EACH STAKE
3'-0" GALVANIZED POST
SUPPORT (6'-0" CUT IN HALF)



4 HORSESHOE STAKE ANCHORING DETAILS
SCALE: N.T.S.



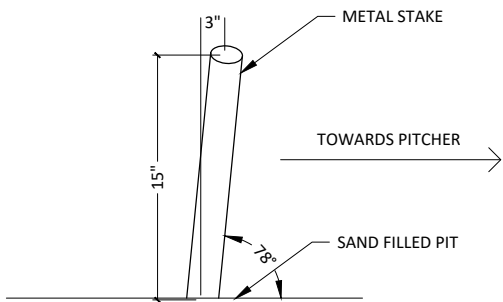
NOTE:

CONTRACTOR TO PROVIDE SHOP
DRAWINGS FOR HORSESHOE
COURT BACKSTOPS.

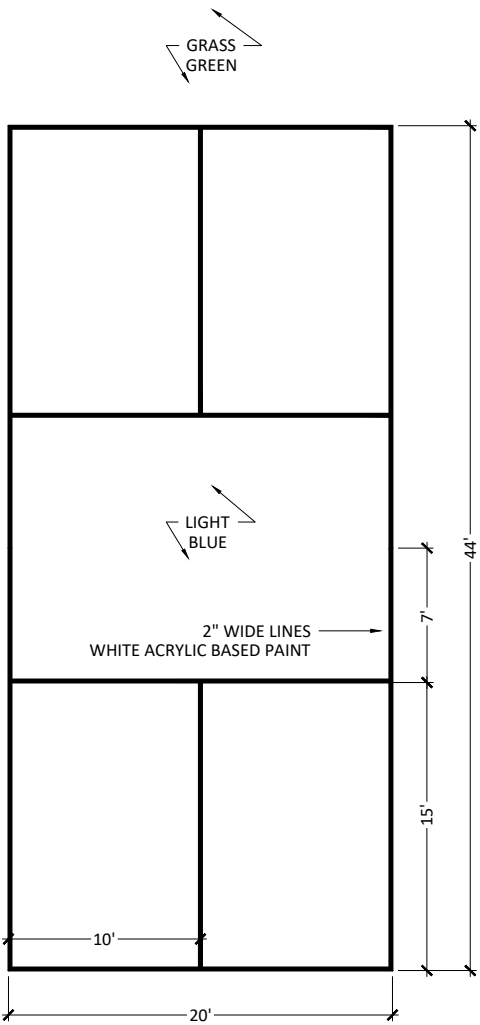
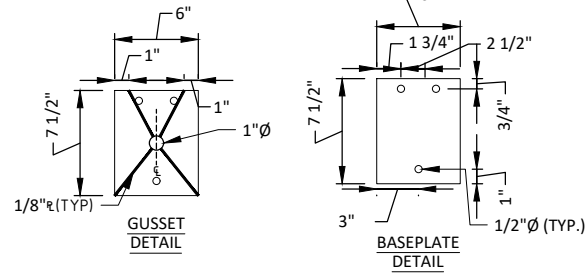
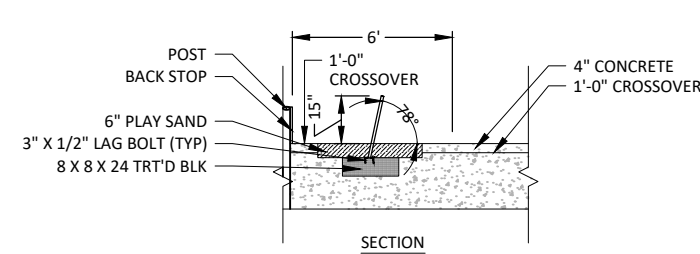
SEE IMAGE ABOVE FOR BASIS OF
DESIGN. MATCH COMPOSITE
WOOD MEMBERS COLORING AND
MECHANICAL CONNECTIONS
APPROACH SHOWN ABOVE.

SUPPLEMENTAL DRAWING
PROVIDED FOR REFERENCE ONLY.

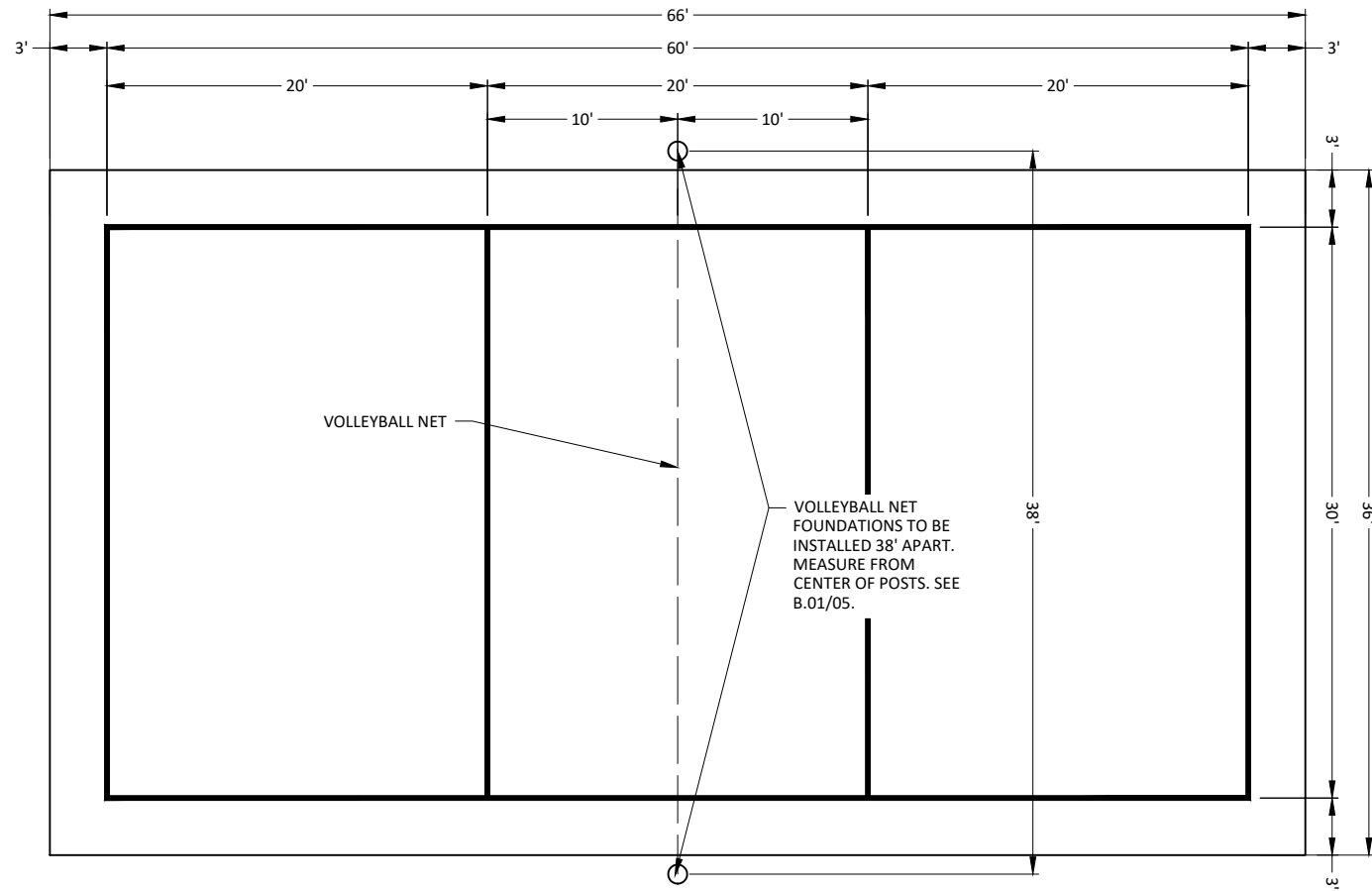
2 HORSESHOE STAKE
SCALE: N.T.S.



3 HORSESHOE STAKE ANCHORING DETAILS
SCALE: N.T.S.



5 PICKLEBALL COURT LAYOUT
SCALE: N.T.S.



6 VOLLEYBALL COURT LAYOUT
SCALE: N.T.S.



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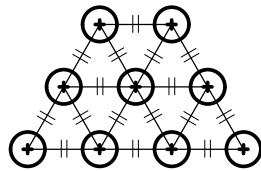
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RIVERVIEW PARK PHASE 1

DETAILS

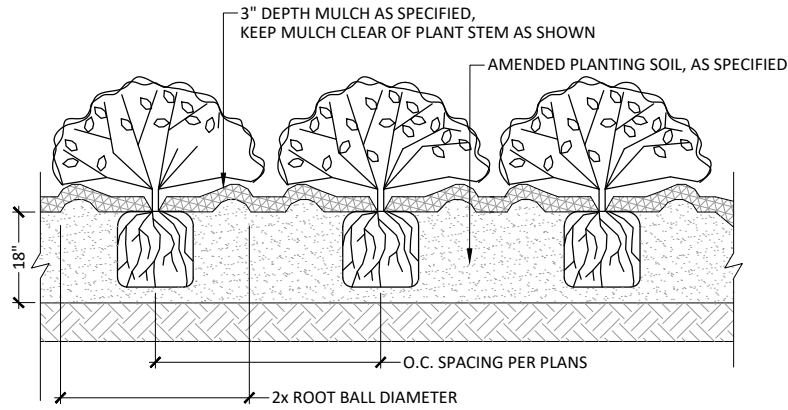
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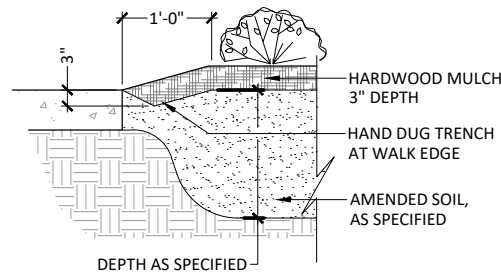


- NOTES:
1. O.C. TRIANGULAR PLANT SPACING PER PLANS
 2. AREAS IDENTIFIED ON PLANTING PLAN AS O.C. SHALL BE TRIANGULAR SPACED
 3. SEE PLANTING PLAN/SCHEDULE FOR SPECIES

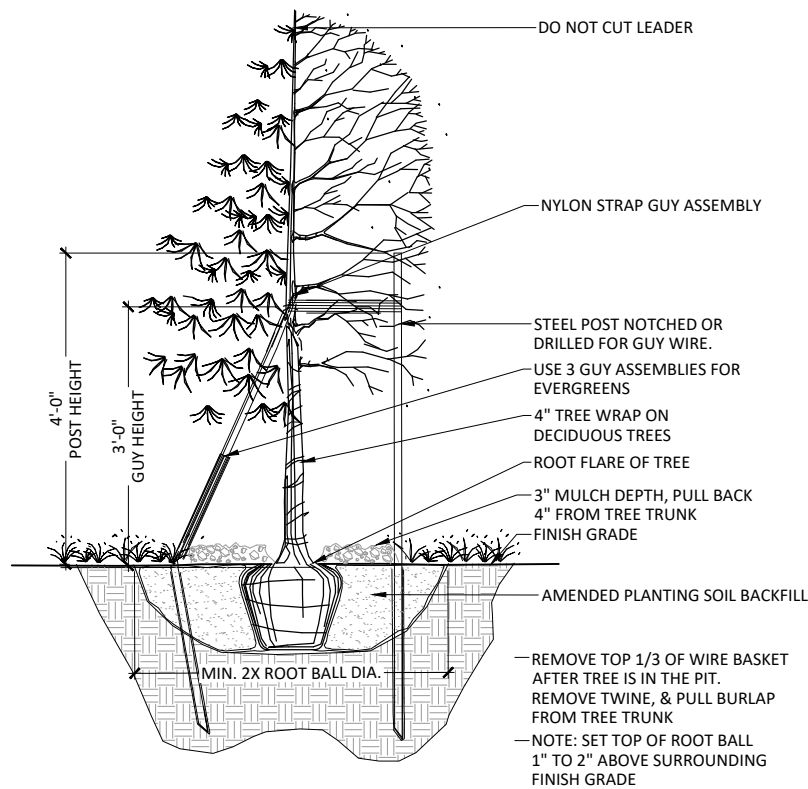
1 PERENNIAL PLANT SPACING
SCALE: N.T.S.



2 PERENNIAL / SHRUB PLANTING
SCALE: N.T.S.

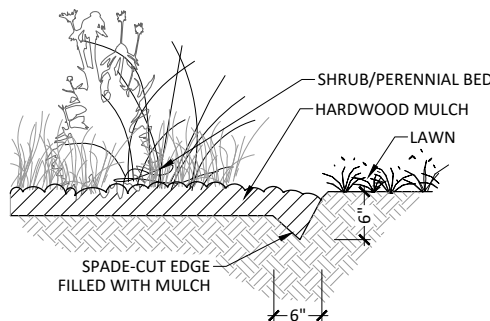


3 PLANTING EDGE AT HARDSCAPE SURFACE
SCALE: N.T.S.



4 TREE PLANTING
SCALE: N.T.S.

- NOTES:
SPADE-CUT EDGE TO BE INCIDENTAL TO PLANT MATERIAL AND SHALL BE USED WHERE ALL LANDSCAPE BEDS MEET ADJACENT SEEDED OR LAWN AREAS.



5 SPADE-CUT EDGE
SCALE: N.T.S.

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ESTIMATED PROJECT QUANTITIES - BASE BID									
ITEM NO.	ITEM CODE	ITEM	UNIT	PEDESTRIAN BRIDGE	WEIR WALL	PLAYGROUND	PICKLEBALL COURTS	TOTAL EST. QUANTITY	AS-BUILT QTY.
1	2010-A	CLEARING AND GRUBBING	EA	0.5	0	0.5	0	1	
2	2010-D-1	TOPSOIL, ON-SITE, 8 INCH	CY	273	318	485	600	1676	
3	2010-D-2	TOPSOIL, COMPOST AMENDED	CY	0	0	110	0	110	
4	2010-E	EXCAVATION, CLASS 10	CY	627	1400	267	1952	4246	
5	2010-E	TEMPORARY BERM, INSTALLATION AND REMOVAL	CY	0	120	0	0	120	
6	2010-G	SUBGRADE PREPARATION, 12 INCHES	SY	0	0	0	1077	1077	
7	2010-J	SUBBASE, MODIFIED, 4 INCHES	SY	456	0	510	493	1459	
8	2010-J	SUBBASE, 1 INCH CLEAN, 12 INCHES	SY	0	0	0	1077	1077	
9	2010-J	SUBBASE, SAND, 9 INCHES	SY	0	0	0	1077	1077	
10	2010-K-1A	REMOVAL OF PEDESTRIAN BRIDGE	LS	1	0	0	0	1	
11	2010-K-1B	REMOVAL OF PLAYGROUND EQUIPMENT	LS	0	0	1	0	1	
12	2010-K-1C	REMOVAL OF BENCHES	EA	0	0	5	0	5	
13	2010-K-1D	REMOVAL OF EXISTING BERM	LS	0	1	0	0	1	
14	2010-M	COMPACTION TESTING	LS	1	0	0	0	1	
15	4030-B	PIPE APRON, 15 INCH	EA	0	1	0	0	1	
16	4040-A	SUBDRAIN, 4", PERFORATED	LF	0	0	744	680	1424	
17	4040-C-1	SUBDRAIN CLEANOUT,PVC, 4 INCH	EA	0	0	3	11	14	
18	4040-D-1	SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 4 INCH	EA	0	0	1	1	2	
19	5010-D	RELOCATE WATER SERVICE	EA	0	0	1	0	1	
20	6010-B	INTAKE, SW-512	EA	0	0	4	0	4	
21	7010-F	SPORT COURT RIBBON CURB	LF	0	0	0	398	398	
22	7010-I	PCC PAVEMENT SAMPLES AND TESTING	LS	1	0	0	0	1	
23	7030-A-1	REMOVAL OF TENNIS COURT	SY	0	0	0	865	865	
24	7030-A-2	REMOVAL OF SIDEWALK	SY	306	0	28	164	498	
25	7030-E	SIDEWALK, PCC, 5 INCH	SY	312	0	375	322	1009	
26	7030-E	COURT PAVEMENT, PCC, 6 INCH, REINFORCED	SY	0	0	0	978	978	
27	7040-A	FULL DEPTH PATCHES, PCC, M-4, 6 INCH	SY	0	0	55	0	55	
28	9010-B	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN	AC	0.25	0.2	0.38	0.53	1.36	
29	9030-B	PLANTS WITH WARRANTY, DECIDUOUS SHRUBS, (3 GAL)	EA	0	0	4	0	4	
30	9030-B	PLANTS WITH WARRANTY, PERENNIAL (1 GAL)	EA	0	0	259	0	259	
31	9030-B	PLANTS WITH WARRANTY, DECIDUOUS TREE, (1.5" CAL.)	EA	0	0	3	0	3	
32	9040-A-1	SWPPP PREPARATION	LS	1	0	0	0	1	
33	9040-A-2	SWPPP MANAGEMENT	LS	1	0	0	0	1	
34	9040-J	RIP RAP, CLASS E	TON	232	44	0	0	276	
35	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL	LF	850	350	500	750	2450	
36	9040-O-1	STABILIZED CONSTRUCTION ENTRANCE	SY	224	0	0	0	224	
37	9040-Q-2	EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 1	AC	1	0	0	0	1	
38	9040-Q-2	EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 2	AC	1	0	0	0	1	
39	9060-A-2	CHAIN LINK FENCE, COMMERCIAL, BLACK, 6' HEIGHT	LF	0	0	0	455	455	
40	9060-A-2	COURT DIVISION FENCING, CHAIN LINK, BLACK, 4' HEIGHT	LF	0	0	0	96	96	
41	9060-B	SINGLE GATE. CHAIN LINK, BLACK. 6' HEIGHT, 4' WIDTH	EA	0	0	0	2	2	
42	9060-B	DOUBLE GATE. CHAIN LINK, BLACK. 6' HEIGHT, 10' TOTAL WIDTH	EA	0	0	0	1	1	
43	9060-E	REMOVAL OF FENCE	LF	0	0	0	372	372	
44	9060-F	TEMPORARY FENCE, ORANGE PLASTIC	LF	680	450	640	830	2600	
45	11010-A	CONSTRUCTION SURVEY	LS	1	0	0	0	1	
46	11020-A	MOBILIZATION	LS	0.25	0.25	0.25	0.25	1	
47	11050-A	CONCRETE WASHOUT	LS	1	1	1	1	4	
48	12010-X-X	BACKED BENCH	EA	0	0	4	1	5	
49	12010-X-X	POURED IN PLACE PLAYGROUND SURFACING	SF	0	0	5300	0	5300	
50	12010-X-X	ENGINEERED WOOD FIBER PLAYGROUND SURFACING	CY	0	0	80	0	80	
51	12010-X-X	PEDESTRIAN BRIDGE ABUTMENTS	LS	1	0	0	0	1	
52	12010-X-X	PREFABRICATED PEDESTRIAN BRIDGE	LS	1	0	0	0	1	
53	12010-X-X	WEIR WALL	LS	0	1	0	0	1	
54	12010-X-X	ACRYLIC COURT SURFACING	SY	0	0	0	978	978	
55	12010-X-X	PICKLEBALL NET AND POST SYSTEM	EA	0	0	0	4	4	
56	12010-X-X	VOLLEYBALL NET AND POST SYSTEM	EA	0	0	0	2	2	
57	12010-X-X	ARTIFICIAL TURF SURFACING	SY	0	0	0	2376	2376	
58	12010-X-X	SPORT COURT LIGHTING	LS	0	0	0	1	1	

ESTIMATED PROJECT QUANTITIES (ALTERNATE A)					
ITEM NO.	ITEM CODE	ITEM	UNIT	HORSE SHOE	AS-BUILT QTY.
A1	2010-A	CLEARING AND GRUBBING	EA	1	
A2	2010-D-1	TOPSOIL, ON-SITE, 8 INCH	CY	132	
A3	2010-E	EXCAVATION, CLASS 10	CY	63	
A4	2010-J	SUBBASE, MODIFIED, 4 INCHES	SY	126	
A5	7010-I	PCC PAVEMENT SAMPLES AND TESTING	LS	1	
A6	7030-A-3	REMOVAL OF VOLLEYBALL COURT	SY	267	
A7	7030-E	SIDEWALK, PCC, 5 INCH	SY	84	
A8	9010-B	SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN	AC	0.25	
A9	9040-N-1	SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL	LF	225	
A10	9060-F	TEMPORARY FENCE, ORANGE PLASTIC	LF	250	
A11	11020-A	MOBILIZATION - ALTERNATE A	LS	1	
A12	11050-A	CONCRETE WASHOUT	LS	1	

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CITY OF MARSHALLTOWN, IOWA		SHEET C.01
RIVERVIEW PARK PHASE 1		
QUANTITIES		

ESTIMATE REFERENCE INFORMATION		
ITEM NO.	ITEM CODE	DESCRIPTION
1	2010-A	<u>CLEARING AND GRUBBING</u> THIS BID ITEM SHALL INCLUDE REMOVAL OF TREES AND STUMPS AS IDENTIFIED ON PLANS. ALL SHRUB REMOVAL SHALL BE INCIDENTAL TO THIS ITEM. CONTRACTOR SHALL PROTECT ALL TREES AND OTHER PLANT MATERIAL NOT MARKED AS REMOVAL. INSTALLATION OF TREE PROTECTION WILL BE PAID FOR SEPARATELY.
2	2010-D-1	<u>TOPSOIL, ON-SITE, 8 INCH</u> TOPSOIL WITHIN THE GRADING LIMITS OF THE PROJECT SHALL BE STRIPPED, SALVAGED, AND RESPREAD AT A MINIMUM DEPTH OF 6". ITEM INCLUDES HAULING OFF-SITE TO STORE AND HAULING BACK IN IF NEEDED. SALVAGED TOPSOIL SHALL REMAIN IN THE PARK UNLESS AGREEMENTS MADE WITH THE PROPERTY OWNER. CONTRACTOR TO PAY FOR RESTORATION COST IF LOCATED OUTSIDE OF THE RIGHT OF WAY.
3	2010-D-2	<u>TOPSOIL, COMPOST AMENDED</u> BID ITEM IS FOR THE PLACEMENT OF COMPOST AMENDED TOPSOIL WITHIN THE STORMWATER INFILTRATION BASIN. PLACE AT 12-INCH MINIMUM DEPTH. AMENDED SOIL SHALL BE MEASURED AND PAID BY THE CUBIC YARD OF SATISFACTORY PLACEMENT MATERIAL. CONTRACTOR SHALL FULLY MIX THE FOLLOWING THREE COMPONENTS: A. TOPSOIL, 60% (BY VOLUME) B. SAND, 30% (BY VOLUME) C. COMPOST, 10% (BY VOLUME)
4	2010-E	<u>EXCAVATION, CLASS 10</u> THIS ITEM SHALL INCLUDE THE REMOVAL OF EXISTING SOIL, HAULING, DISPOSAL/EXPORT AND RE-GRADING AS PER PLAN TO FACILITATE ALL PROPOSED SECTIONS. ALL BORROW SHALL BE PROVIDED BY THE CONTRACTOR. EXCESS OR UNSUITABLE EXCAVATED MATERIAL WILL BECOME PROPERTY OF THE CONTRACTOR AND WILL BE HAULED OFF-SITE INCIDENTAL TO THE ITEM. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR OVERHAUL OF WASTE. TOPSOIL SHALL BE PLACED AND SPREAD TO A MINIMUM THICKNESS OF 6" IN ALL DISTURBED TURF AREAS AND PAID FOR AS TOPSOIL, ON-SITE. RAW CUT = 1,211 CY, RAW FILL +30% = 4,246 CY, ADJUSTED FILL (1.30 FACTOR) = 3,035 CY RAW EARTHWORK QUANTITIES ARE FOR INFORMATIONAL PURPOSES ONLY ARE A COMPARISON OF EXISTING CONDITIONS AND PROPOSE BOTTOM OF ROCK CONDITIONS AND MAY INCLUDE MATERIALS AND OPERATIONS PAID FOR UNDER OTHER BID ITEMS E.G. PAVEMENT REMOVAL, STORM SEWER TRENCHED, PCC PAVEMENT, SUBBASE, TOPSOIL, COMPOST AMENDMENT, ETC. MEASUREMENT WILL NOT BE MADE AND QUANTITY PAID WILL BE ON A PERCENT OF ITEM COMPLETE.
5	2010-E	<u>TEMPORARY BERM, INSTALLATION AND REMOVAL</u> THIS ITEM SHALL INCLUDE THE HAULING, PLACEMENT, DISPOSAL/EXPORT AND RE-GRADING AS PER PLAN FOR THE TEMPORARY EARTHEN BERM NEEDED TO KEEP WEIR CONSTRUCTION AREA DRY. THIS ITEM SHALL ONLY BE USED AS NEEDED AND UPON THE APPROVAL OF THE ENGINEER. ALL BORROW SHALL BE PROVIDED BY THE CONTRACTOR. EXCESS OR UNSUITABLE EXCAVATED MATERIAL WILL BECOME PROPERTY OF THE CONTRACTOR AND WILL BE HAULED OFF-SITE INCIDENTAL TO THE ITEM. NO ADDITIONAL PAYMENT WILL BE ALLOWED FOR OVERHAUL OF WASTE. TOPSOIL SHALL BE PLACED AND SPREAD TO A MINIMUM THICKNESS OF 6" IN ALL DISTURBED TURF AREAS AND PAID FOR AS TOPSOIL, ON-SITE.
6	2010-G	<u>SUBGRADE PREPARATION, 12 INCHES</u> A. INCLUDES SUBGRADE PREPARATION FOR ALL ROADWAY PAVEMENT TO A DEPTH OF 12 INCHES. B. QUANTITY IS BASED ON THE AREA OF 12 INCH SUBGRADE PREPARATION, COMPLETED IN 2 - 6" LIFTS, EXTENDING 2 FOOT BEYOND THE PAVEMENT EDGE. C. IN INSTANCES OF CONFLICT WITH EXISTING UTILITIES, THE DEPTH MAY BE REDUCED AS DIRECTED BY THE ENGINEER. D. THIS ITEMS INCLUDES ALL MOISTURE AND DENSITY TESTING TO BE PROVIDED BY THE CONTRACTOR. E. PRIOR TO COMPLETING SUBGRADE PREPARATION, THE CONTRACTOR SHALL PROOF ROLL THE AREA. IF THE PROOF ROLL PASSES, THE ENGINEER MAY ELECT TO NOT HAVE SUBGRADE PREPARATION PERFORMED IN THAT AREA. THE PROOF ROLL SHALL BE INCIDENTAL TO EXCAVATION
7	2010-J	<u>SUBBASE, MODIFIED, 4 INCHES</u> THIS ITEM INCLUDES ALL TESTING, LABOR, MATERIAL, AND EQUIPMENT TO PLACE 4" MODIFIED SUBBASE AS INDICATED IN THE DOCUMENTS FOR THE SIDEWALKS. CONTRACTOR SHALL PLACE 4" MODIFIED SUBBASE BELOW ALL AREAS OF SLAB WITH IT EXTENDING 1' BEYOND EDGE. SUBGRADE SHALL BE PROOF-ROLLED PRIOR TO PLACEMENT OF SUBBASE AND WITNESSED BY THE ENGINEER.
8	2010-J	<u>SUBBASE, 1 INCH CLEAN, 12 INCHES</u> THIS ITEM INCLUDES, BUT IS NOT LIMITED TO, COMPACTION OF SUBGRADE, FURNISHING, PLACING, COMPACTING, AND TRIMMING TO THE PROPER GRADE.
9	2010-J	<u>SUBBASE, SAND, 9 INCHES</u> THIS ITEM INCLUDES, BUT IS NOT LIMITED TO, COMPACTION OF SUBGRADE, FURNISHING, PLACING, COMPACTING, AND TRIMMING TO THE PROPER GRADE.
10	2010-K-1A	<u>REMOVAL OF PEDESTRIAN BRIDGE</u> THIS ITEM INCLUDES FULL REMOVAL OF EXISTING PEDESTRIAN BRIDGE, ABUTMENTS, BOLLARDS, GUARD RAILING AND DECKING. CONTRACTOR TO PROVIDE 4 WEEKS NOTICE TO OWNER PRIOR TO INITIATING BRIDGE REMOVAL TO PROVIDE OWNER THE OPPORTUNITY TO IDENTIFY ANY EXISTING EQUIPMENT TO BE SALVAGED PRIOR TO REMOVAL.
11	2010-K-1B	<u>REMOVAL OF PLAYGROUND EQUIPMENT</u> THIS ITEM INCLUDES FULL REMOVAL OF EXISTING PLAYGROUND EQUIPMENT, SURFACING, DRAIN TILE, AND BORDER. CONTRACTOR TO PROVIDE 4 WEEKS NOTICE TO OWNER PRIOR TO INITIATING PLAYGROUND REMOVAL TO PROVIDE OWNER THE OPPORTUNITY TO IDENTIFY ANY EXISTING EQUIPMENT TO BE SALVAGED PRIOR TO REMOVAL.
12	2010-K-1C	<u>REMOVAL OF BENCHES</u> THIS ITEM INCLUDES FULL REMOVAL OF EXISTING BENCHES. CONTRACTOR TO PROVIDE 4 WEEKS NOTICE TO OWNER PRIOR TO INITIATING BENCH REMOVAL TO PROVIDE OWNER THE OPPORTUNITY TO IDENTIFY ANY EXISTING EQUIPMENT TO BE SALVAGED PRIOR TO REMOVAL.
13	2010-K-1D	<u>REMOVAL OF EXISTING BERM</u> EXISTING BERM SHALL BE REMOVED INCLUDING ALL EXISTING SOIL AND RIPRAP. ITEM SHALL INCLUDE REMOVAL AND DISPOSAL OF MATERIAL OFFSITE. RIP RAP IN EXISTING BERM CAN BE REUSED ON SITE AS NEEDED.
14	2010-M	<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.
15	4030-B	<u>PIPE APRON, 15 INCH</u> A. ITEM SHALL INCLUDE FOOTING AS DETAILED ON FIGURE 4030.221 AND GUARD AS DETAILED ON FIGURE 4030.224

16	4040-A	<u>SUBDRAIN, 4", PERFORATED</u> THIS ITEM IS FOR THE INSTALLATION OF SUBDRAIN AND DRAINAGE TILE AS SHOWN ON M SERIES SHEETS. ITEM INCLUDES ALL FITTINGS, COUPLINGS, BENDS, RODENT GUARDS, AND ACCESSORIES TO MAKE THE CONNECTION, BACKFILL, AND ALL OTHER CONNECTIONS. PRIOR TO STARTING DRAIN INSTALLATION, REVIEW ALIGNMENT AND ELEVATION IN FIELD WITH ENGINEER FOR APPROVAL. INSTALLATION WILL BE PAID FOR AT THE BID UNIT PRICE, AND CHANGES IN ALIGNMENT WILL NOT BE GROUNDS FOR ADDITIONAL COSTS BEYOND PAYMENT AT THE BID UNIT PRICE.
17	4040-C-1	<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
18	4040-D-1	<u>SUBDRAIN OUTLETS AND CONNECTIONS, PVC, 4 INCH</u> A. REFER TO M SHEETS FOR SUBDRAIN LOCATIONS. 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) C. SUBDRAIN OUTLET SHALL MATCH THE DETAILS IN THE PLANS.
19	5010-D	<u>RELOCATE WATER SERVICE</u> A. THIS ITEMS SHALL INCLUDE ALL ITEMS NECESSARY TO RELOCATE THE EXISTING WATER SERVICE.WATER SERVICE RELOCATION SHALL BE PERFORMED BASED ON THE MARSHALLTOWN WATER WORKS SPECIFICATIONS. CONTRACTOR SHALL COORDINATE WITH THE CITY OF MARSHALLTOWN AND MARSHALLTOWN WATER WORKS PRIOR TO ANY WORK ON WATER SERVICE. CONTATOR SHALL PROVIDE A MINIMUM OF 7 DAYS NOTICE TO THE CITY OF MARSHALLTOWN PRIOR TO WATER SERVICE RELOCATION. EXISTING WATER SERVIC E SHALL BE OUT OF SERVICE FOR A MAXIMUM OF 24 HOURS.
20	6010-B	<u>INTAKE, SW-512</u> A. REFER TO M SHEETS FOR LOCATIONS. ALL STRUCTURES SHALL HAVE A MINIMUM DEPTH OF 5' BELOW RIM ELEVATION WITH SUMPS FILLED WITH CONCRETE TO FLOWLINE OF LOWEST PIPE.
21	7010-F	<u>SPORT COURT RIBBON CURB</u> BID ITEM INCLUDES ALL LABOR, MATERIALS, AND EQUIPMENT NECESSARY FOR THE COMPLETE INSTALLATION OF RIBBON CURB AT SPORT COURT. RIBBON CURB SHALL HAVE TWO #4 EPOXY COATED BARS CONTINUOUS THROUGHOUT. MEASUREMENT SHALL INCLUDE FREE STANDING RIBBON CURB AND INTERGRAL RIBBON CURB ALONG SIDEWALK. ITEM INCLUDES ALL SUBBASE PREP AND MATERIALS, REINFORCEMENTS, TIE CONNECTIONS TO EXISTING AND ALL OTHER ITEMS FOR COMPLETE INSTALLATION.
22	7010-I	<u>PCC PAVEMENT SAMPLES AND TESTING</u> A. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL REQUIRED CONCRETE TESTING PER IDOT AND SUDAS SECTION 7030.3.11. B. THIS ITEM SHALL INCLUDE TESTING FOR ALL CONCRETE POURED ON THE SITE.
23	7030-A-1	<u>REMOVAL OF TENNIS COURT</u> A. THE THICKNESS OF THE EXISTING PAVEMENT IS VARIABLE. PAYMENT SHALL BE MADE FOR THE AREA REMOVED, REGARDLESS OF THICKNESS. B. THIS ITEM SHALL INCLUDE ALL LABOR AND EQUIPMENT NECESSARY TO REMOVE EXISTING TENNIS COURT AS NEEDED TO MAKE THE PROPOSED IMPROVEMENTS. REFER TO F SHEETS FOR REMOVAL LOCATION.
24	7030-A-2	<u>REMOVAL OF SIDEWALK</u> A. ALL REMOVALS TO BE MARKED AND MEASURED BY THE ENGINEER. FULL DEPTH SAW CUTS ALONG THE REMOVAL LIMITS ARE INCIDENTAL TO THIS ITEM. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADDITIONAL REMOVAL, EARTHWORK, SUBGRADE PREPARATION, MODIFIED SUBBASE AND PAVING EXPENSES DUE TO DAMAGED EDGES. ADDITIONAL REMOVAL TO BE DETERMINED BY ENGINEER. PAYMENT SHALL BE MADE FOR THE AREA OF PAVEMENT REMOVED REGARDLESS OF THICKNESS.
25	7030-E	<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 JUDGMENT OF THE ENGINEER, THE CRACK CAN BE ROUTED AND SEALED. C. VARIATIONS IN THICKNESS AND WIDTH AND NECESSARY REBAR SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. D. CONCRETE TESTING SHALL BE PROVIDED BY THE CONTRACTOR
26	7030-E	<u>COURT PAVEMENT, PCC, 6 INCH, REINFORCED</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 JUDGMENT OF THE ENGINEER, THE CRACK CAN BE ROUTED AND SEALED. C. VARIATIONS IN THICKNESS AND WIDTH AND NECESSARY REBAR SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. D. CONCRETE TESTING SHALL BE PROVIDED BY THE CONTRACTOR
27	7040-A	<u>FULL DEPTH PATCHES, PCC, M-4, 6 INCH</u> A. PAVEMENT REMOVAL, SUBGRADE PREPERATION, 6" OF MODIFIED SUBBASE AND 6" PCC SHALL BE INCIDENTAL TO THIS ITEM.TH B. DRIVEWAY SHALL BE CLOSED FOR A MAXIMUM OF 7 CALENDAR DAYS.
28	9010-B	<u>SEEDING, FERTILIZING, AND MULCHING FOR HYDRAULIC SEEDING TYPE 1 - PERMANENT LAWN</u> SEED ALL AREAS DISTURBED BY CONSTRUCTION AS INDICATED ON PLANS. THE COST FOR WATERING UNTIL SEED ESTABLISHMENT IS ACCEPTED SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM. ROCK PICKING, FINISH GRADING, SEED BED PREP AND RESEEDING ARE CONSIDERED INCIDENTAL TO THIS ITEM. SEED AND FERTILIZER SHALL BE APPLIED PRIOR TO MULCHING. 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 OWNER. THE SEEDING RATE SHALL BE AT LEAST 260 LBS/ACRE. APPLY A 6-24-24, NITROGEN, PHOSPHATE, POTASH, COMMERCIAL FERTILIZER OR EQUIVALENT AT THE RATE OF 300 LBS PER ACRE. APPLY MULCHING PER MANUFACTERS RECOMMENDATIONS. SEEDING AREAS ASSUMED FOR TWO APPLICATIONS OVER THE AREAS DISTURBED.
29	9030-B	<u>PLANTS WITH WARRANTY, DECIDUOUS SHRUBS, (3 GAL)</u> THIS ITEM SHALL INCLUDE ALL EQUIPMENT, LABOR, AND MATERIALS NEEDED TO INSTALL PERENNIAL PLANTS. SEE K SERIES FOR LAYOUT AND B SERIES FOR INSTALLATION DETAILS.
30	9030-B	<u>PLANTS WITH WARRANTY, PERENNIAL (1 GAL)</u> THIS ITEM SHALL INCLUDE ALL EQUIPMENT, LABOR, AND MATERIALS NEEDED TO INSTALL PERENNIAL PLANTS. SEE K SERIES FOR LAYOUT AND B SERIES FOR INSTALLATION DETAILS.
31	9030-B	<u>PLANTS WITH WARRANTY, DECIDUOUS TREE, (1.5" CAL.)</u> THIS ITEM SHALL INCLUDE ALL EQUIPMENT, LABOR, AND MATERIALS NEEDED TO INSTALL PERENNIAL PLANTS. SEE K SERIES FOR LAYOUT AND B SERIES FOR INSTALLATION DETAILS.

CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
NOTES

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32	9040-A-1	<u>SWPPP PREPARATION</u> LUMP SUM ITEM; NO MEASUREMENT WILL BE MADE. PAYMENT WILL BE AT THE LUMP SUM PRICE. THIS ITEM SHALL INCLUDE, BUT IS NOT LIMITED TO, 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.
33	9040-A-2	<u>SWPPP MANAGEMENT</u> THIS ITEM SHALL INCLUDE 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. FINAL PAYMENT WILL BE MADE WHEN THE SITE REACHES FINAL STABILIZATION AND THE NOTICE OF DISCONTINUATION IS FILED.
34	9040-J	<u>RIP RAP, CLASS E</u> A. SEE PLANS FOR LOCATIONS OF RIP RAP. PAYMENT SHALL BE MADE FOR TICKETS OF ROCK DELIVERED TO THE SITE AND PROVIDED TO THE ENGINEER. B. CONTACTOR SHALL USE EXISTING RIP RAP FROM EXISTING TEMPORARY BERM FOR RIPRAP PLACMENT. ANY SHORTAGE OF MATERIAL SHALL BE PROVIDED BY THE CONTRACTOR. THIS ITEMS INCLUDES REUSE OF EXISTING MATERIAL AND PROVIDING NEW MATERIAL AND PLACING ALL MATERIAL AS SPECIFIED IN THE PLANS.
35	9040-N-1	<u>SILT FENCE OR SILT FENCE DITCH CHECK INSTALLATION AND REMOVAL</u> THIS ITEM INCLUDES ALL LABOR, MATERIALS, AND EQUIPMENT TO FURNISH, INSTALL, AND MAINTAIN SILT FENCE AS NECESSARY TO PREVENT LOSS OF SOILS THROUGH EROSION. REMOVAL OF ACCUMLATED SEDIMENT DURING THE PROJECT AND ITS PROPER DISPOSAL ALONG WITH REMOVAL OF THE ITEM AFTER FINAL STABILIZATION HAS BEEN ACHIEVED SHALL BE CONSIDERED INCIDENTAL TO THIS ITEM.
36	9040-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.
37	9040-Q-2	<u>EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 1</u> A. ITEM SHALL BE USED TO STABILIZE ALL DISTURBED AREAS THAT HAVE REACHED FINISHED GRADE OUTSIDE OF SEEDING/SODDING DATES.
38	9040-Q-2	<u>EROSION CONTROL MULCHING, HYDRO MULCHING, TYPE 2</u> A. ITEM SHALL BE USED TO STABILIZE ALL DISTURBED AREAS THAT HAVE REACHED FINISHED GRADE OUTSIDE OF SEEDING/SODDING DATES.
39	9060-A-2	<u>CHAIN LINK FENCE, COMMERCIAL, BLACK, 6' HEIGHT</u> BID ITEM INCLUDES ALL LABOR, MATERIALS, AND EQUIPMENT NECCESARY FOR INSTALLING FENCE AND GATES. FENCINGS SHALL BE 9 GA.CHAIN LINK FABRIC, BLACK COLOR, 1-3/4" DIAMOND WEAVE WITH BLACK HARDWARE. SINGLE GATES ARE TO BE 5' WIDE. DOUBLE GATES ARE TO BE 10' WIDE. SEE DETAILS. FENCE POST FOOTINGS, INCLUDING EXCACATION, CONCRETE AND BACKFILL ARE INCIDENTAL TO THIS ITEM.
40	9060-A-2	<u>COURT DIVISION FENCING, CHAIN LINK, BLACK, 4' HEIGHT</u> BID ITEM INCLUDES ALL LABOR, MATERIALS, AND EQUIPMENT NECCESARY FOR INSTALLING FENCE AND FENCEPOSTS. FENCINGS SHALL BE 9 GA. CHAIN LINK FABRIC, BLACK COLOR, 1-3/4" DIAMOND WEAVE WITH BLACK HARDWARE. SEE DETAILS. FENCE POST FOOTINGS, INCLUDING EXCACATION, CONCRETE AND BACKFILL ARE INCIDENTAL TO THIS ITEM.
41	9060-B	<u>SINGLE GATE. CHAIN LINK, BLACK. 6' HEIGHT, 4' WIDTH</u> BID ITEM INCLUDES ALL LABOR, MATERIALS, AND EQUIPMENT NECCESARY FOR INSTALLING SINGLE 4' WIDE GATES AT PICKLEBALL CHAIN LINK FENCING. FENCINGS SHALL BE 9 GA. CHAIN LINK FABRIC, BLACK COLOR, 1-3/4" DIAMOND WEAVE WITH BLACK HARDWARE. SEE DETAILS. FENCE POST FOOTINGS, INCLUDING EXCACATION, CONCRETE AND BACKFILL ARE INCIDENTAL TO THIS ITEM.
42	9060-B	<u>DOUBLE GATE. CHAIN LINK, BLACK. 6' HEIGHT, 10' TOTAL WIDTH</u> BID ITEM INCLUDES ALL LABOR, MATERIALS, AND EQUIPMENT NECCESARY FOR INSTALLING 10' GATES AT PICKLEBALL CHAIN LINK FENCING. FENCINGS SHALL BE 9 GA. CHAIN LINK FABRIC, BLACK COLOR, 1-3/4" DIAMOND WEAVE WITH BLACK HARDWARE. SEE DETAILS. FENCE POST FOOTINGS, INCLUDING EXCACATION, CONCRETE AND BACKFILL ARE INCIDENTAL TO THIS ITEM.
43	9060-E	<u>REMOVAL OF FENCE</u> A. REFER TO F SHEETS FOR LOCATION. COMPONENTS INCLUDE FOOTINGS, POSTS, HARDWARE, AND FABRIC. B. THIS ITEM TO BE PAID PER LINEAR FOOT. ACTUAL QUANTITY TO BE MEASURED IN THE FIELD. C. REMOVE TENNIS COURT NET AND FOOTINGS, BACKFILL WITH CONCRETE.
44	9060-F	<u>TEMPORARY FENCE, ORANGE PLASTIC</u> THIS ITEM IS FOR ALL LABOR, EQUIPMENT, AND MATERIAL REQUIRED TO INSTALL, MAINTAIN, AND REMOVE A PERIMETER SAFETY FENCE AROUND THE CONSTRUCTION SITE. FENCE SHALL BE MAINTAINED THROUGH THE DURATION OF THE PROJECT AND ONLY REMOVE UPON FINAL ACCEPTANCE OF ESTABLISHED SEEDING BY OWNER AND/OR ENGINEER. THIS ITEM SHALL ALSO INCLUDE THE TREE PROTECTION FENCING. SEE SUPPLEMENTAL SPECIFICATIONS FOR TREE PROTECTION IN CONTRACT DOCUMENTS.
45	11010-A	<u>CONSTRUCTION SURVEY</u> ITEM INCLUDES ALL SURVEY WORK NECESSARY FOR THE CONSTRUCTION OF THIS PROJECT AS INTENDED BY THE CONTRACT DOCUMENTS AND APPROVED REVISIONS. ALL CONSTRUCTION STAKING SHALL BE PERFORMED BY A LICENSED SURVEYOR. THE CONTRACTOR WILL BE RESPONSIBLE FOR MAINTAINING ALL HORIZONTAL AND VERTICAL CONTROL WITHIN THE PROJECT FOLLOWING THE COMPLETION OF CONSTRUCTION ACTIVITIES.
46	11020-A	<u>MOBILIZATION</u> THIS ITEM IS FOR ALL PREPARATORY WORK AND COSTS INCURRED BEFORE BEGINNING THE WORK ON THE PROJECT AND DURING THE PROJECT. THIS ITEM SHALL ALSO INCLUDE THE COSTS FOR ANY STAGED CONSTRUCTION AND EQUIPMENT SET UP TO COMPLETE THE WORK. NO CHANGE IN CONTRACT PRICE WILL BE MADE FOR ANY COMBINATION OF ADD/ALTERNATES ADDED TO THE CONTRACT. THIS ITEM TO BE PAID PER SUDAS 11,020-108-A.
47	11050-A	<u>CONCRETE WASHOUT</u> THIS ITEM IS FOR ALL EQUIPMENT, LABOR AND MATERIAL NECESSARY FOR PROVIDING CONCRETE WASHOUT FACILITIES DURING CONSTRUCTION AND DISPOSING OF WASTE IN ACCORDANCE TO LOCAL REGULATIONS. WASHING OUT ON GRADE IS STRICTLY PROHIBITED.
48	12010-X-X	<u>BACKED BENCH</u> THIS ITEM SHALL INCLUDE ALL EQUIPMENT, MATERIAL, AND LABOR REQUIRED TO INSTALL BACKED BENCHES. BASIS OF DESIGN IS THE 92" WIDE HEAVY-HEAVY BENCH MANUFACTURED BY STREETLIFE. BENCH TO INCLUDE A DOUBLE BEAM BACKREST, POWDER COATED STEEL SUPPORTS, AND HARDWOOD BEAMS. PROVIDE INFORMATION SUBMITTALS FOR APPROVAL BY LANDSCAPE ARCHITECT. POWDER COATED STEEL FRAM COLOR TO BE SELECTED BY OWNER. BENCHES TO BE SURFACE MOUNTED. THIS ITEM WILL BE PAID PER INSTALLED BENCH. PRODUCT NUMBER FOR THE BENCHES IS HH-L3-BR2-234-PC-HW.

49	12010-X-X	<u>POURED IN PLACE PLAYGROUND SURFACING</u> THIS ITEM SHALL INCLUDE ALL EQUIPMENT, MATERIAL, AND LABOR REQUIRED TO INSTALL PLAYGROUND EQUIPMENT AS INDICATED IN THE PLANS AS SPECIFIED BY THE MANUFACTURER. BASIS OF DESIGN AND MANUFACTURER OF EQUIPMENT IS TO BE COORDINATED WITH MIDWEST PLAYSCAPES. INCIDENTAL TO THIS ITEM ARE ALL TRANSPORTATION, DELIVERY FEES, FREIGHT, ALL PCC FOOTINGS, REINFORCING CONNECTIONS AND ON-SITE ASSEMBLY REQUIRED FOR COMPLETE INSTALLATION OF ALL PLAYGROUND EQUIPMENT OR OTHER COSTS ASSOCIATED WITH THE INSTALLATION. COORDINATE INSTALLATION OF PLAYGROUND SURFACING WITH PLAYGROUND EQUIPMENT INSTALLATION. PLAYGROUND EQUIPMENT INSTSALLATION TO BE BY MIDWEST PLAYSCAPES. THIS ITEM WILL BE PAID FOR BY SQUARE FOOT.
50	12010-X-X	<u>ENGINEERED WOOD FIBER PLAYGROUND SURFACING</u> THIS ITEM INCLUDES ALL TESTING, LABOR, MATERIALS, AND EQUIPMENT TO PREPARE AND BLOW IN PLAYGROUND SAFETY SURFACING MATERIAL IN LIFTS AS INDICATED ON SHEET B.03. INCIDENTAL TO THIS ITEM IS ALL SUBGRADE PREPARATION AND MODIFIED SUBBASE AS NECESSARY TO OBTAIN PROPER COMPACTION LEVELS AND DRAINAGE. CONTRACTOR IS RESPONSIBLE TO PROVIDE PRODUCT DATA OF THE SURFACING MATERIAL SHOWING COMPLIANCE OF REQUIRED FALL ZONE HEIGHT REQUIRED BY PLAYGROUND MANUFACTURER.
51	12010-X-X	<u>PEDESTRIAN BRIDGE ABUTMENTS</u> THIS ITEM INCLUDES ALL EQUIPMENT, MATERIAL, AND LABOR TO PREPARE AND CONSTRUCT PEDESTRIAN BRIDGE ABUTMENTS FURTHER DEFINED IN THE PLANS AND SPECIFICATIONS. INCIDENTAL TO THIS ITEM ARE ALL TRANSPORTATION, DELIVERY FEES, FREIGHT, AND ON-SITE ASSEMBLY REQUIRED FOR COMPLETE INSTALLATION OR OTHER COSTS ASSOCIATED WITH THE INSTALLATION. THIS ITEM SHALL INCLUDE ALL NECESSARY DEWATING AND PUMPING TO KEEP THE SITE DRY DURING CONSTRUCTION.
52	12010-X-X	<u>PREFABRICATED PEDESTRIAN BRIDGE</u> THIS ITEM INCLUDES ALL EQUIPMENT, MATERIAL, AND LABOR TO PURCHASE, SHIP AND INSTALL THE PEDESTRIAN BRIDGE FURTHER DEFINED IN THE PLANS AND SPECIFICATIONS. INCIDENTAL TO THIS ITEM ARE ALL TRANSPORTATION, DELIVERY FEES, FREIGHT, AND ON-SITE ASSEMBLY REQUIRED FOR COMPLETE INSTALLATION OR OTHER COSTS ASSOCIATED WITH THE INSTALLATION.THIS ITEM SHALL INCLUDE ALL NECESSARY DEWATING AND PUMPING TO KEEP THE SITE DRY DURING CONSTRUCTION.
53	12010-X-X	<u>WEIR WALL</u> THIS ITEM INCLUDES ALL EQUIPMENT, MATERIAL, AND LABOR TO PREPARE AND CONSTRUCT THE WEIR WALL FURTHER DEFINED IN THE PLANS. INCIDENTAL TO THIS ITEM ARE ALL TRANSPORTATION, DELIVERY FEES, FREIGHT, AND ON-SITE ASSEMBLY REQUIRED FOR COMPLETE INSTALLATION OR OTHER COSTS ASSOCIATED WITH THE INSTALLATION. THIS ITEM SHALL INCLUDE ALL NECESSARY DEWATING AND PUMPING TO KEEP THE SITE DRY DURING CONSTRUCTION.
54	12010-X-X	<u>ACRYLIC COURT SURFACING</u> THIS ITEM SHALL INCLUDE ALL EQUIPMENT, LABOR, AND MATERIALS NEEDED TO INSTALL PICKLEBALL COURT SURFACING,. THIS SHALL BE AN ACRYLIC COURT FINISH SYSTEM CONSISTING OF TWO (MIN.) ACRYLIC FILLER COATS AND TWO ACRYLIC FINISH COLOR COATS AND PERMANENT COURT LINING. LIST OF ACCEPTABLE MANUFACTURERS ON SHEET B.02.
55	12010-X-X	<u>PICKLEBALL NET AND POST SYSTEM</u> THIS ITEM SHALL INCLUDE ALL LABOR, EQUIPMENT, AND MATERIALS TO FURNISH AND INSTALL THE PICKLEBALL EQUIPMENT, AS SHOWN ON THE PLANS. SEE SUPPLIMENTAL SPECIFICATIONS. POST FOOTINGS, INCLUDING EXCAVATION, CONCRETE AND BACKFILL ARE INCIDENTAL TO THIS ITEM.
56	12010-X-X	<u>VOLLEYBALL NET AND POST SYSTEM</u> THIS ITEM SHALL INCLUDE ALL LABOR, EQUIPMENT, AND MATERIALS TO FURNISH AND INSTALL THE VOLLEYBALL NET AND POST EQUIPMENT, AS SHOWN ON THE PLANS. SEE SUPPLIMENTAL SPECIFICATIONS. POST FOOTINGS, INCLUDING EXCAVATION, CONCRETE AND BACKFILL ARE INCIDENTAL TO THIS ITEM. REFER TO DETAIL ON B.01. CONTRACTOR TO PROVIDE THE GROUND SLEEVE FOR THE NET TO BE INSTALLED IN THE FOOTING, PER MANUFACTURER'S REQUIREMENTS. FOOTINGS ARE TO BE INSTALLED PRIOR TO ARTIFICIAL TURF SURFACING. THE UNIT PRICE FOR THIS ITEM INCLUDES ALL MATERIALS, EQUIPMENT, AND LABOR REQUIRED TO CONSTRUCT THE FOOTINGS. ITEM SHALL BE MEASURED AND PAID BY EACH FOOTING INSTALLED.
57	12010-X-X	<u>ARTIFICIAL TURF SURFACING</u> ASTROTURF PGPN 5MM ARTIFICIAL TURF SHALL BE INSTALLED AS THE SURFACING FOR THE VOLLEYBALL COURT. A SHOCK ABSORBING PGPN 5MM PAD SHALL BE INSTALLED. VIRGIN CRUMB RUBBER INFILL SHALL BE ADDED AT MANUFACTURER'S RECOMMENDED RATE. A BASE OF 4" THICK 3/4" CLEAN STONE, AND 2" THICK 3/8" CLEAN AGGREGATE SHALL BE INSTALLED PER DETAIL ON B.01. NAILER BOARDS SHALL BE INSTALLED AROUND THE PERIMETER AS SHOWN ON B.01. THE ARTIFICIAL TURF SHALL BE COLORED GREEN HAVE STRIPING FOR THE VOLLEYBALL COURT COLORED IN WHITE. SEE SHEET B.04 FOR DIMENSIONS AND DETAILS ON THE STRIPING LAYOUT. INFILL, BASE AGGREGATES, GEOTEXTILE FABRIC, NAILER BOARDS, AND STRIPING ARE ALL INCIDENTAL TO THIS BID ITEM. SHOP DRAWINGS AND INFORMATION SUBMITTALS TO BE PROVIDED TO ENGINEER AND LANDSCAPE ARCHITECT FOR REVIEW ON MATERIALS USED IN ARTIFICIAL TURF ASSEMBLY, INCLUDING, BUT NOT LIMITED TO NAILER BOARDS, FASTENERS, TURF PRODUCT, PADDING, TURF SEAMING, INFILL, AND PADDING. THE UNIT PRICE FOR THIS ITEM INCLUDES ALL MATERIALS, EQUIPMENT, AND LABOR REQUIRED TO INSTALL THE ARTIFICIAL TURF. THE ITEM SHALL BE MEASURED AND PAID PER SQUARE YARD OF ARTIFICIAL TURF INSTALLED.
58	12010-X-X	<u>SPORT COURT LIGHTING</u> INCLUDES ALL LABOR, MATERIAL, AND EQUIPMENT NECESSARY FOR FURNISHING AND COMPLETE INSTALLATION OF ALL COMPONENTS FOR THE PICKLEBALL COURTS, VOLLEYBALL COURT, AND BASKETBALL COURT LIGHTING AS INDICATED IN THE DRAWINGS. MEASUREMENT AND PAYMENT SHALL BE LUMP SUM. ALL LIGHT POLES, FOOTINGS, ELECTIONAL CABINETS, CONNECTIONS, LIGHT FIXTURES AND PHOTOCELLS, CONTROLS, CONDUIT AND WIRING, HANDHOLES, BREAKERS, TRENCHING, EXCAVATION AND BACKFILL, ARE CONSIDERED INCIDENTAL TO THIS ITEM. ALL ELECTIONAL WORK TO BE COMPLETED BY A LICENSED ELECTRICIAN.

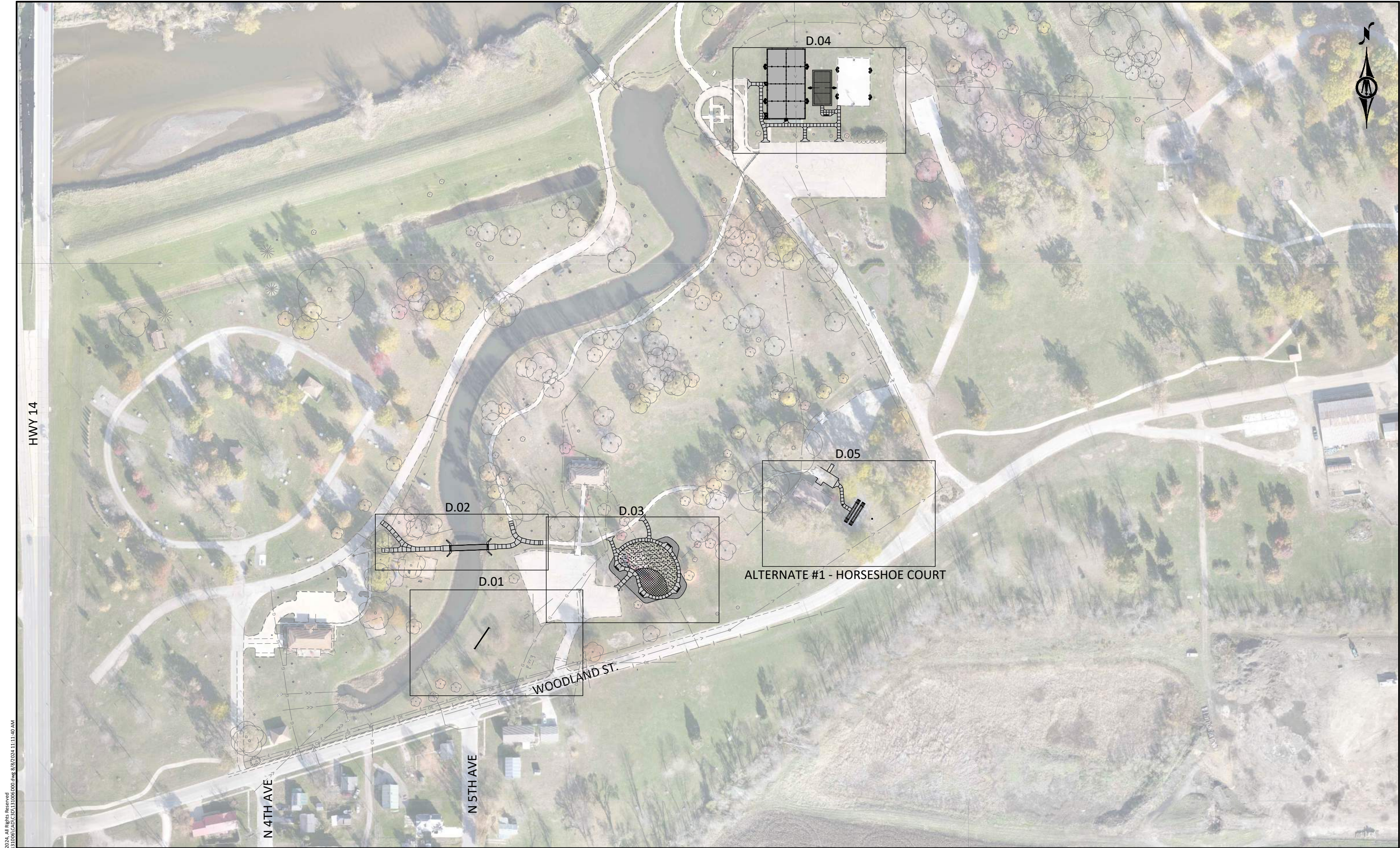
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RIVERVIEW PARK PHASE 1

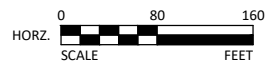
NOTES

SHEET

C.03



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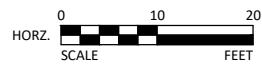
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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
OVERALL LAYOUT

SHEET
D.00

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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1

FOREBAY LAYOUT

SHEET

D.01

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PLAYGROUND EQUIPMENT NOTES:
MANUFACTURER: MIDWEST PLAYSCAPES
CONTACT : AUSTIN TASLER
515-554-6628
AUSTIN@MIDWESTPLAYSCAPES.COM

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

ALL PLAYGROUND SURFACING TO BE INSTALLED BY CONTRACTOR. PLAYGROUND EQUIPMENT TO BE INSTALLED BY PLAYGROUND MANUFACTURER. CONTRACTOR TO COORDINATE SURFACING INSTALLATION WITH PLAYGROUND MANUFACTURER. INSTALL PLAYGROUND SURFACING PER MANUFACTURER SPECIFICATIONS.

- PAVEMENT, PCC, 5 INCH
- ENGINEERED WOOD FIBER PLAYGROUND SURFACING
- POURED IN PLACE PLAYGROUND SURFACING
- LANDSCAPE BED

HORZ. SCALE
0 10 20
FEET



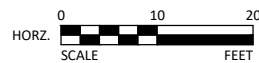
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RIVERVIEW PARK PHASE 1
PLAYGROUND LAYOUT

SHEET
D.03

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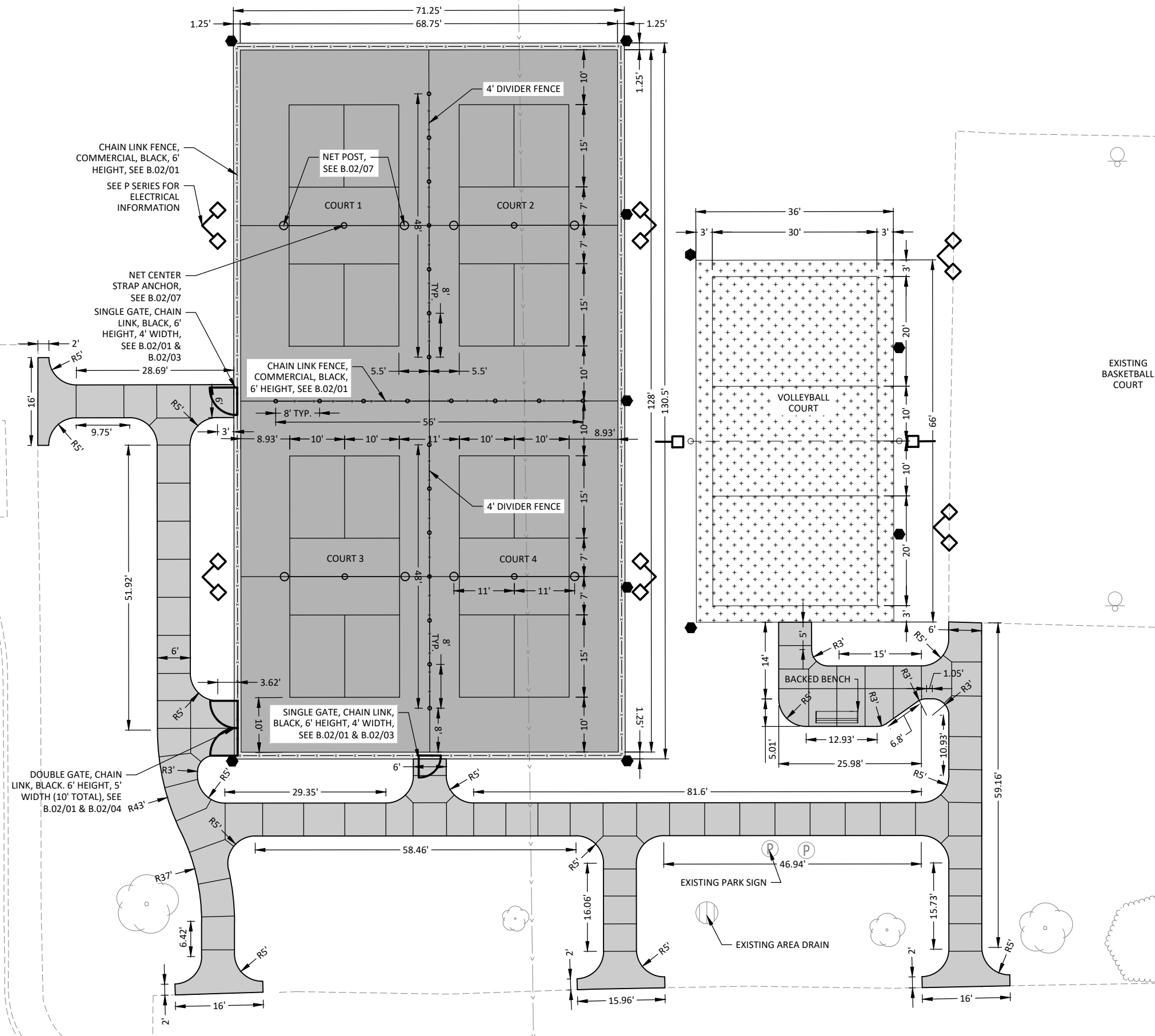
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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
PICKLEBALL COURT LAYOUT

SHEET

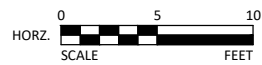
D.04



LEGEND

- PAVEMENT, PCC, 5 INCH
- COURT PAVEMENT, PCC, 6 INCH, REINFORCED
INCLUDES ACRYLIC COURT SURFACING AND PAINTED
PAVEMENT MARKINGS. SEE B SERIES FOR STRIPING LAYOUT
- ARTIFICIAL TURF

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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1

ALTERNATE #1 - HORSEHOE COURT - LAYOUT PLAN

SHEET

D.05

LEGEND

-  PAVEMENT, PCC, 5 INCH
-  CLAY, TYPICAL, 6 INCH

HORSE SHOE COURTS, SEE B.04

CENTER PROPOSED WALK ON EXISTING PATIO

16'
2'
R5'
R0'

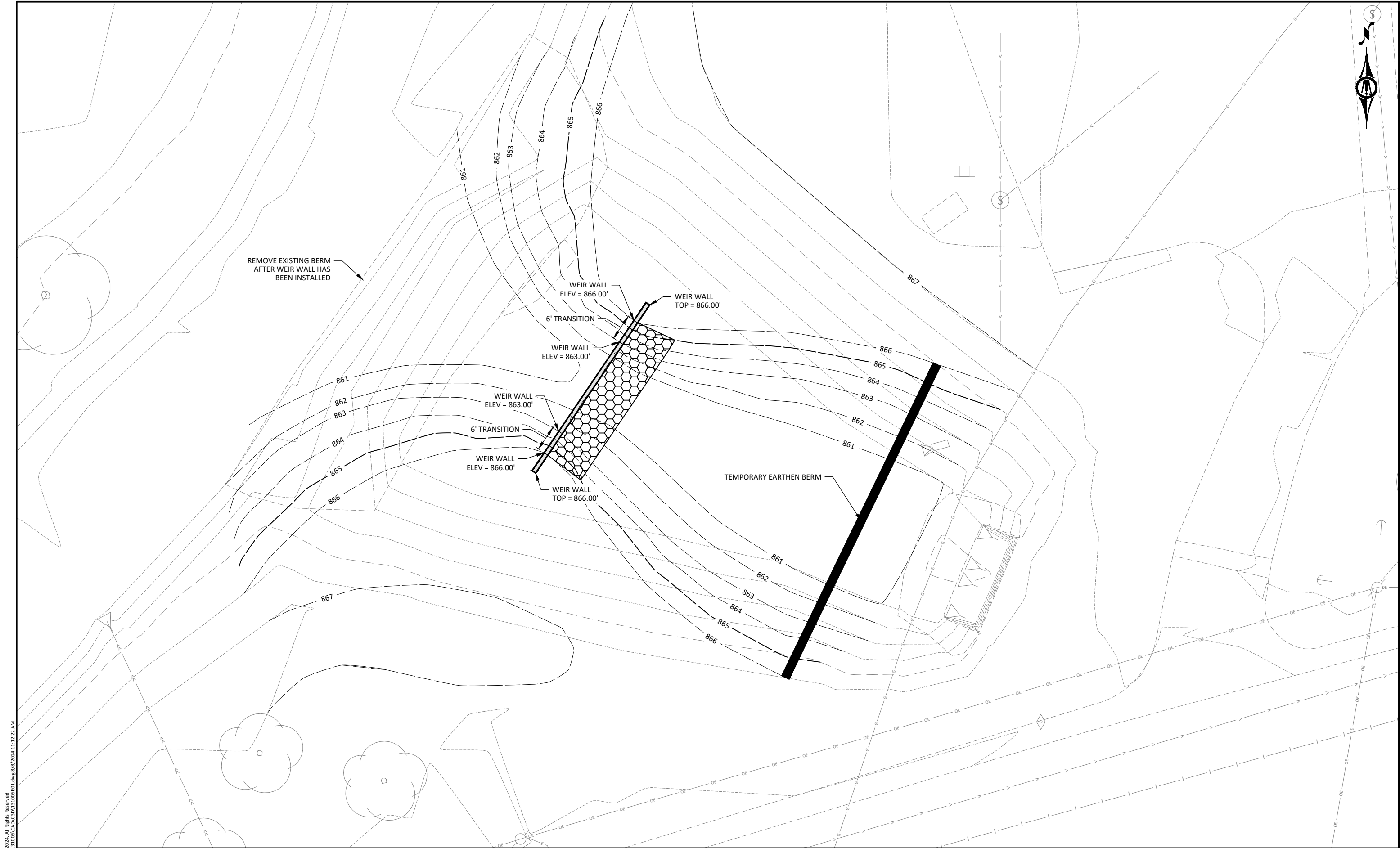
23.28'

R7'

13.1'

48'





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HORZ. SCALE
0 10 20
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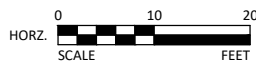
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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
FOREBAY - GRADING PLAN

SHEET
E.01

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BRIDGE NOTES:
REFER TO S SHEETS FOR ALL BRIDGE
AND FOOTING ELEVATIONS.



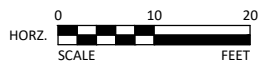
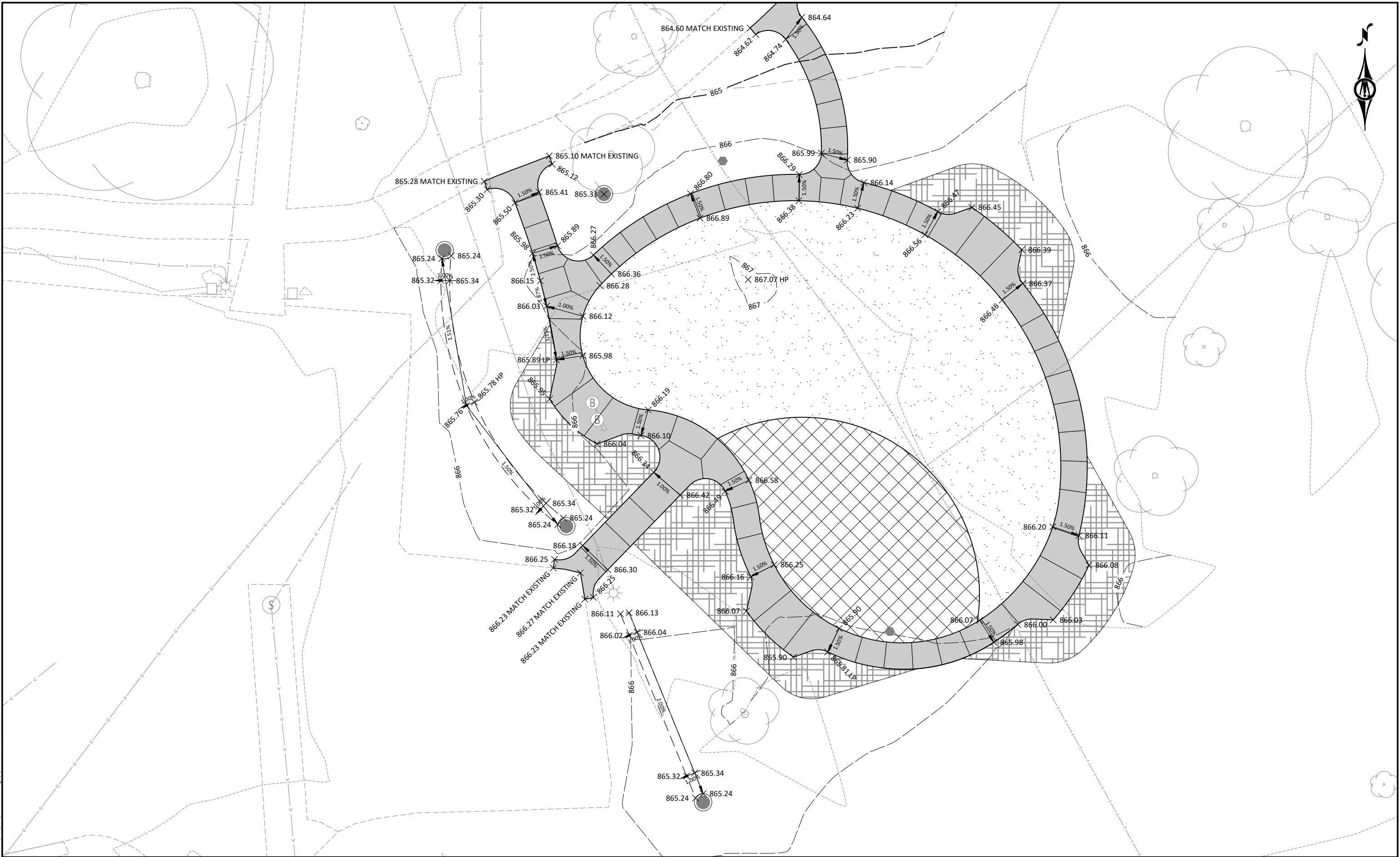
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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
BRIDGE - GRADING PLAN

SHEET
E.02

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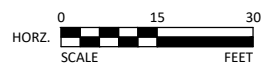
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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
PLAYGROUND - GRADING PLAN

SHEET
E.03

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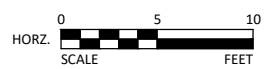
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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
PICKLEBALL COURT - GRADING PLAN

SHEET
E.04



***NOTE: CONTRACTOR TO VERIFY EXISTING ELEVATIONS BEFORE CONSTRUCTION**



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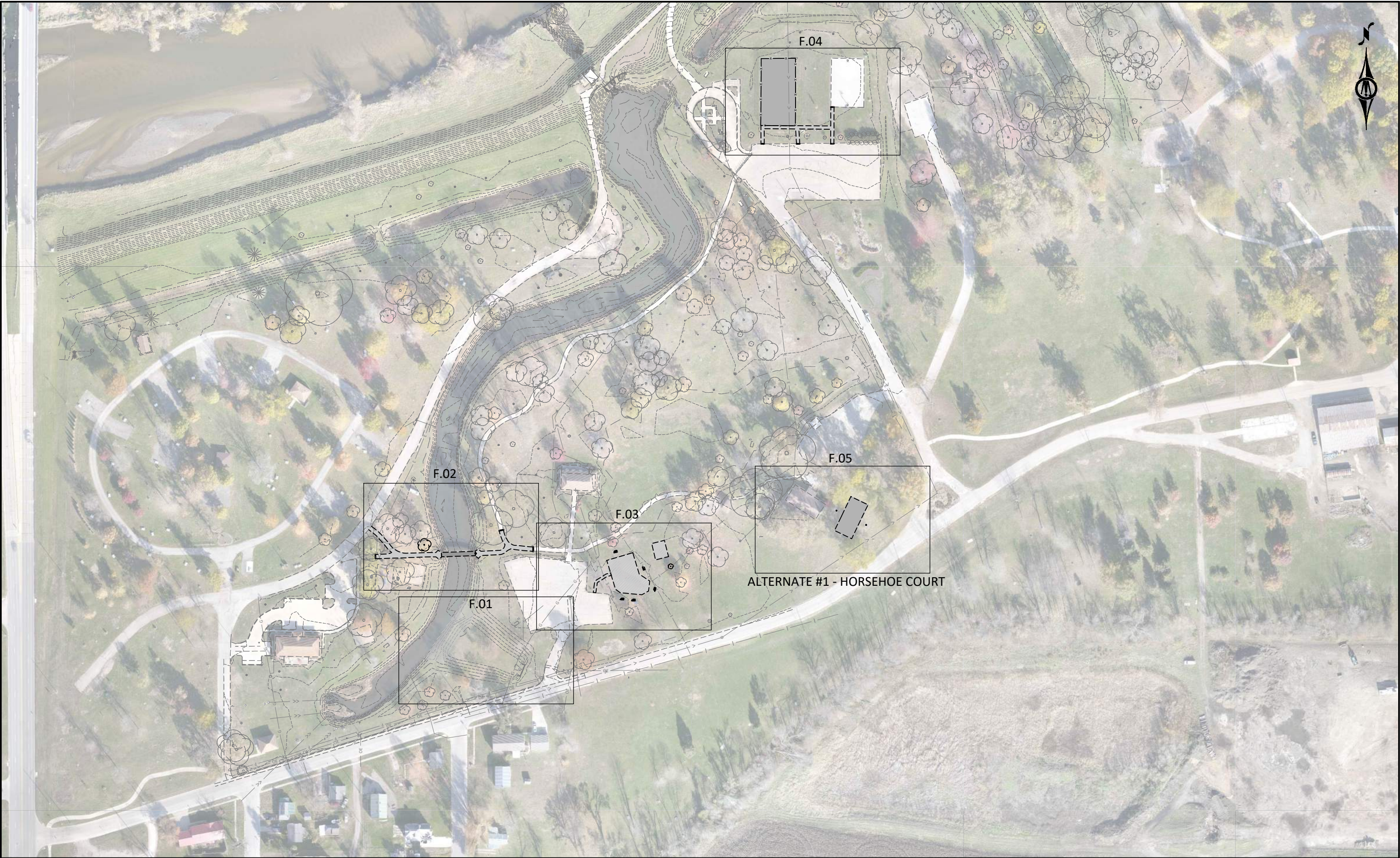
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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
ALTERNATE #1 - HORSEHOE COURT - GRADING PLAN

SHEET

.05

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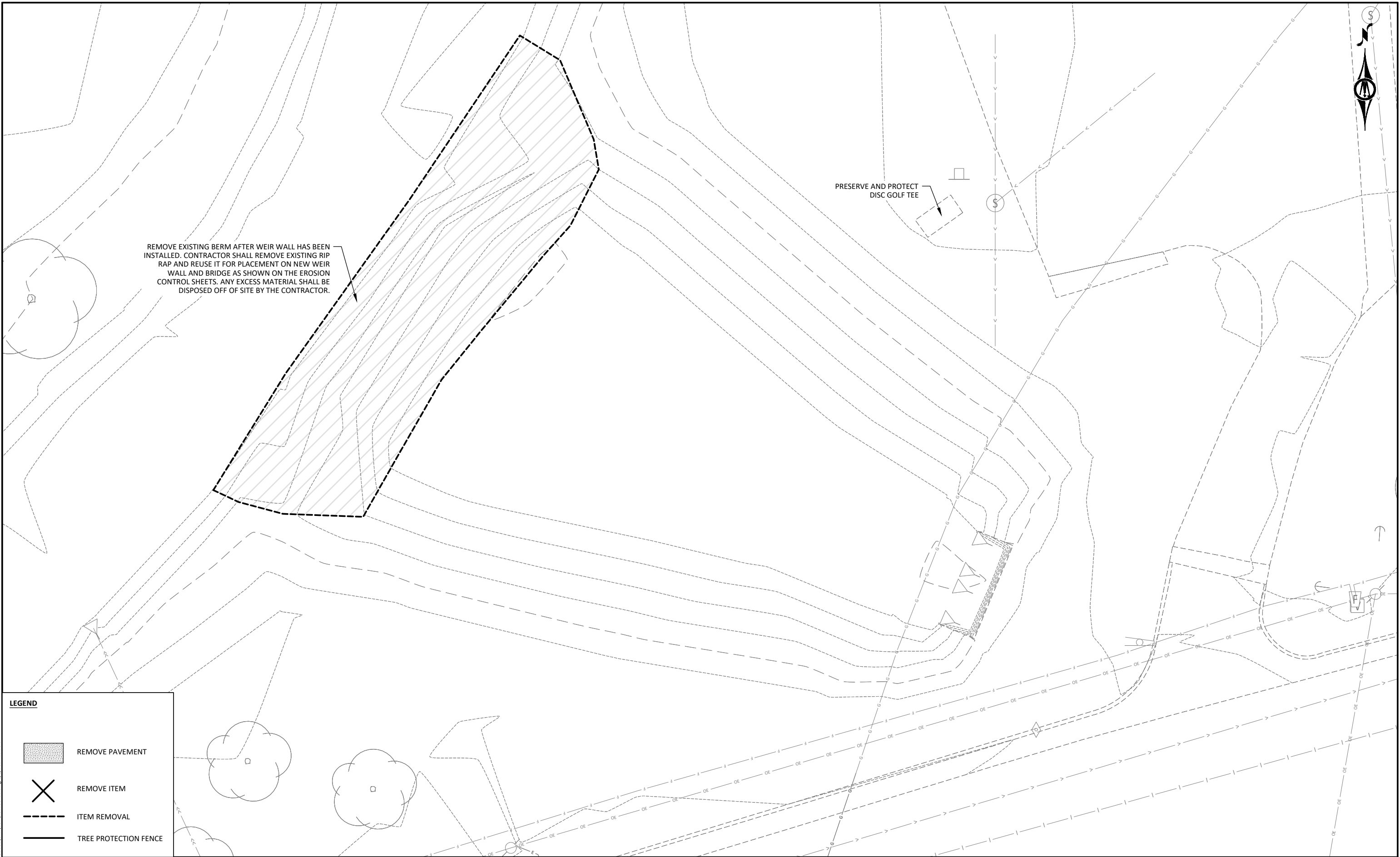
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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
OVERALL REMOVAL PLAN

SHEET
F.00

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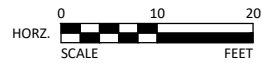
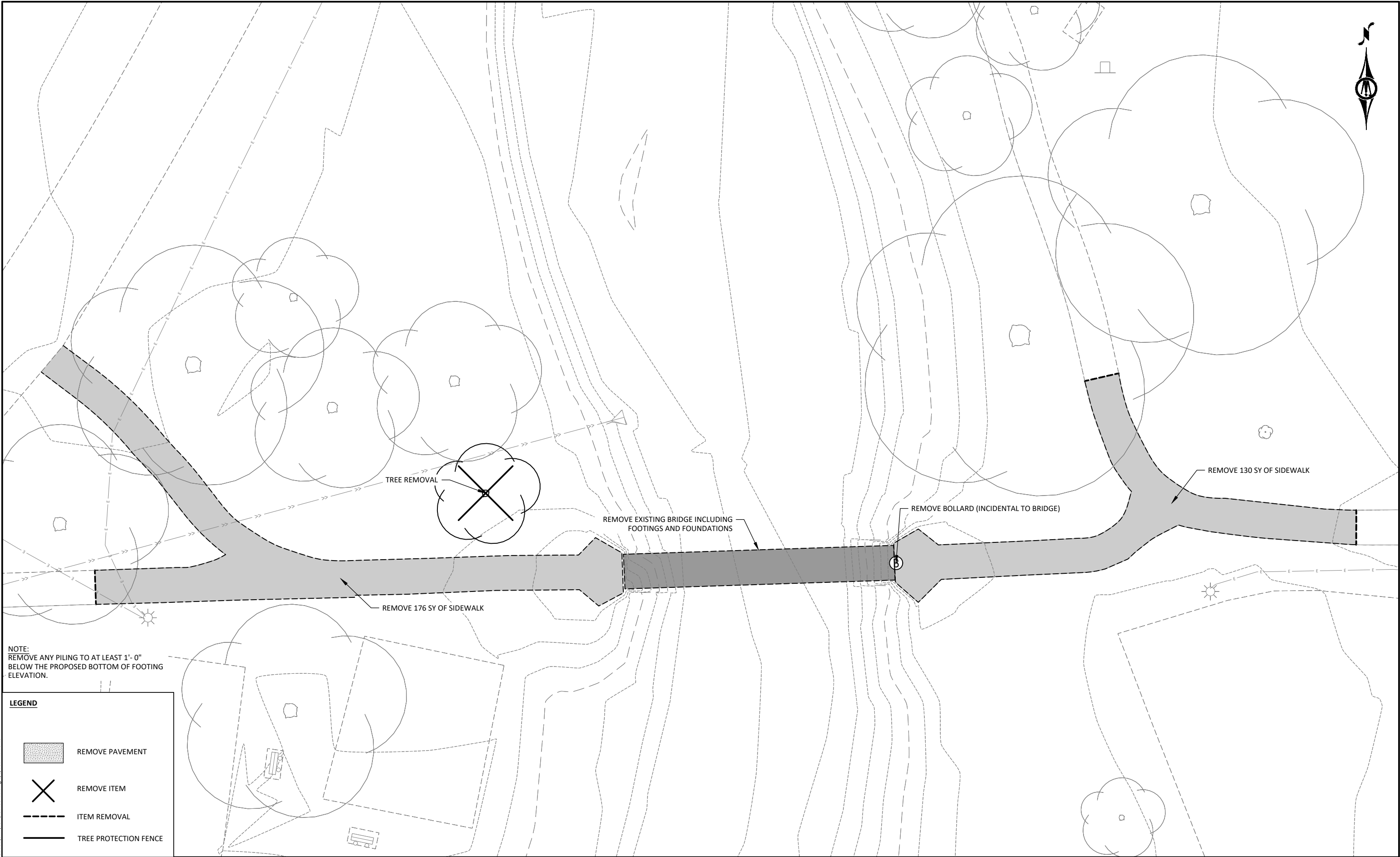
LEGEND

	REMOVE PAVEMENT
	REMOVE ITEM
	ITEM REMOVAL
	TREE PROTECTION FENCE

HORZ. SCALE 0 10 20 FEET

	DESIGNED ANC	REV	DESCRIPTION	DATE	CITY OF MARSHALLTOWN, IOWA RIVERVIEW PARK PHASE 1 FOREBAY - REMOVAL PLAN	SHEET F.01
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	CHECKED GAB					
	CLIENT PROJ. NO. 0T6.131006					
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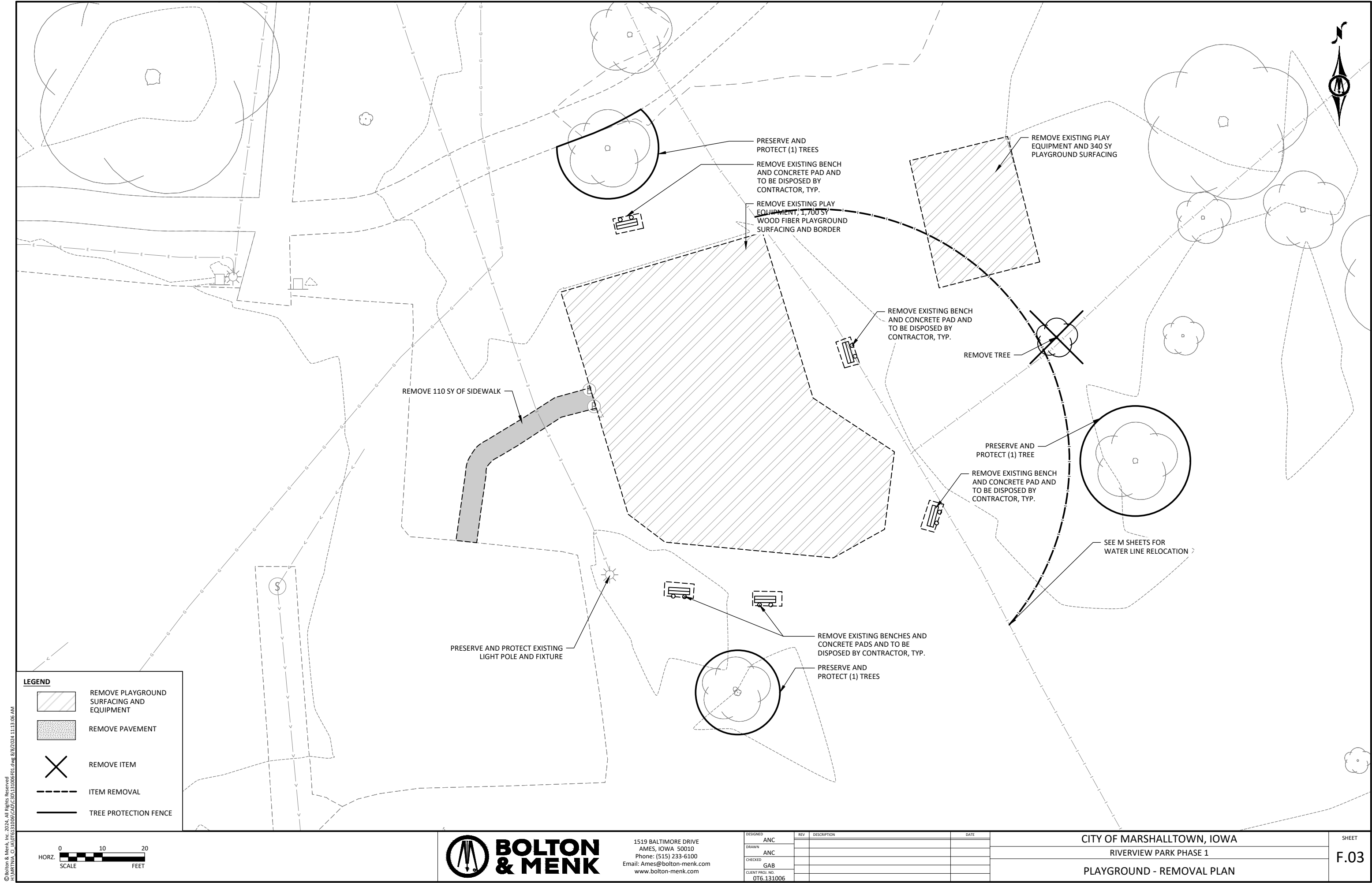


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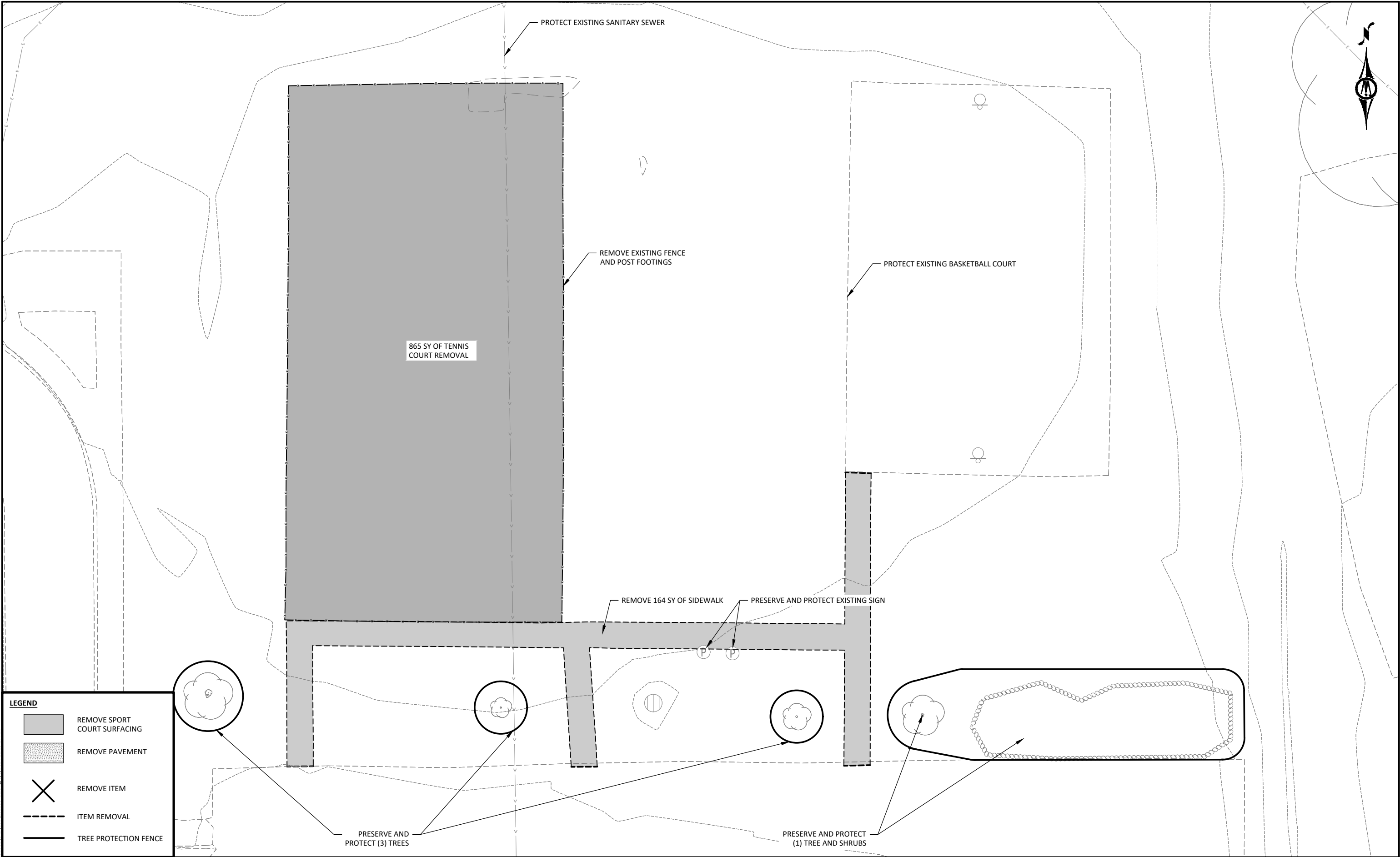
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RIVERVIEW PARK PHASE 1
BRIDGE - REMOVAL PLAN

SHEET
F.02



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LEGEND

- REMOVE SPORT COURT SURFACING
- REMOVE PAVEMENT
- REMOVE ITEM
- ITEM REMOVAL
- TREE PROTECTION FENCE



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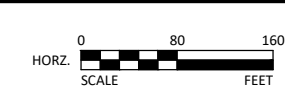
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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
TENNIS COURT - REMOVAL PLAN

SHEET
F.04

POINT LAT/LONG DATA				
POINT NUMBER	NORTH	EAST	ELEVATION	RAW DESCRIPTION
502	7860738.52	19476096.62	866.520	VFCP
5000	7860757.69	19476280.48	865.816	VFCP
5001	7860645.46	19475724.11	866.425	VFCP
5006	7860893.12	19475782.35	867.820	VFCP
5007	7861158.30	19476004.12	867.570	VFCP
5008	7861114.48	19476043.74	867.660	VFCP
5502	7862215.42	19476604.88	875.580	VFCP
5503	7861900.79	19476309.27	875.710	VFCP
5504	7861784.78	19476118.66	876.420	VFCP
5506	7861662.34	19476224.69	866.730	VFCP

HWY 14



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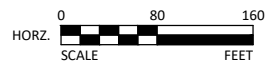
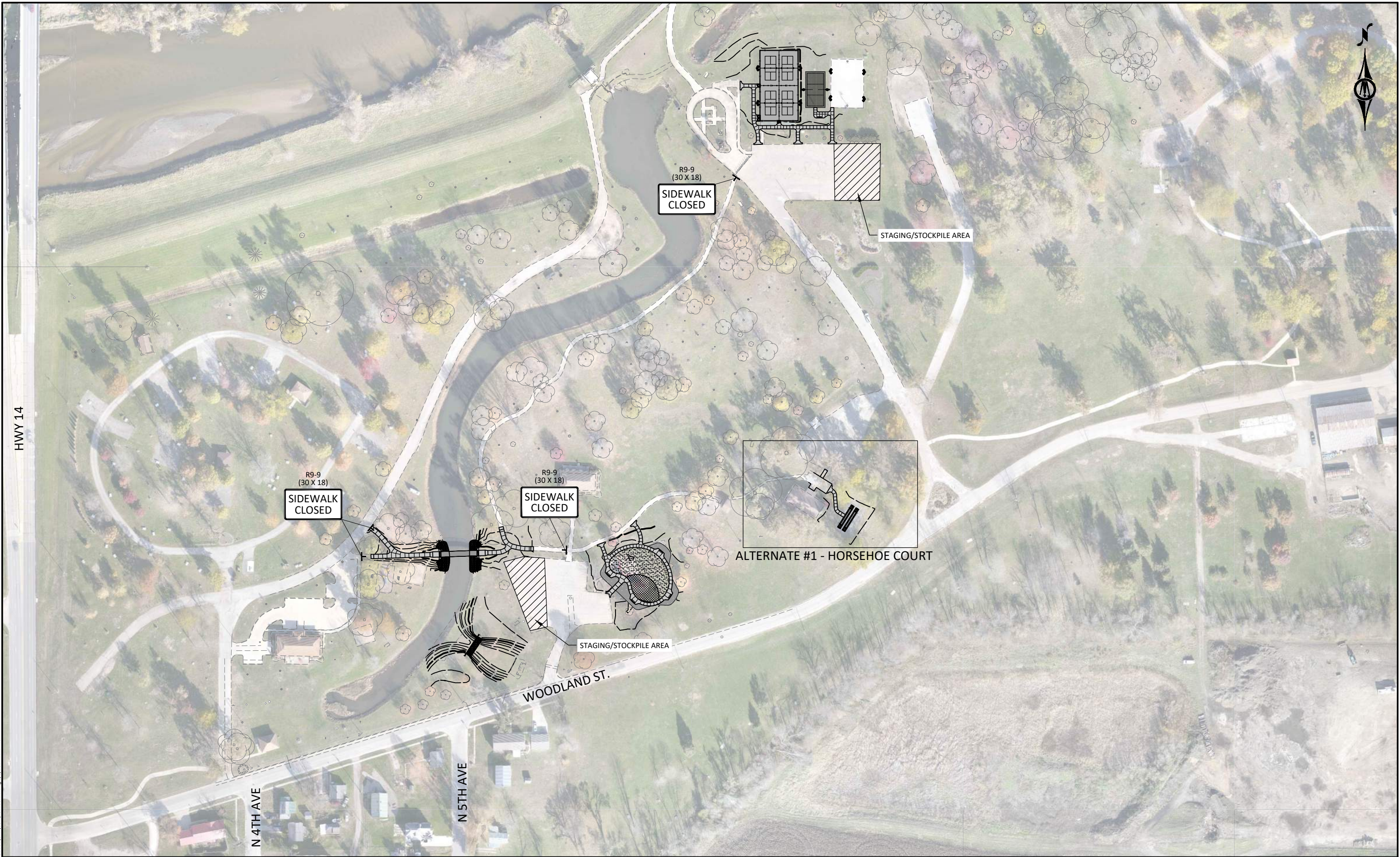
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RIVERVIEW PARK PHASE 1
CONTROL POINTS & ALIGNMENTS

SHEET

G.01

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RIVERVIEW PARK PHASE 1

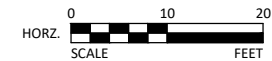
STAGING PLAN

SHEET

J.01

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PLANT SCHEDULE							
QTY.	SYM.	SCIENTIFIC NAME	COMMON NAME	UNIT	SIZE	SPACING	REMARKS
OVERSTORY TREES							
3	LITU	<i>Liriodendron tulipifera</i> 'JFS-Oz'	TULIP TREE 'EMERALD CITY'	EA	1.5" CAL.	40'-0" O.C.	SINGLE STEM
SHRUBS							
4	HAVN	<i>Hamamelis vernalis</i>	VERNAL WITCH HAZEL	EA	#3 CONT.	SEE PLAN	MATCH FORM
ORNAMENTAL GRASSES AND PERENNIALS							
66	LISK	<i>Liatris spicata</i> 'Kobold'	KOBOLD BLAZINGSTAR	EA	#1 CONT.	2'-0" O.C.	PERENNIAL
59	SNVP	<i>Salvia nemorosa</i> 'Violet Profusion'	VIOLET PROFUSION SAGE	EA	#1 CONT.	1'-9" O.C.	PERENNIAL
105	SNPD	<i>Symphotrichum novae-angliae</i> 'Purple Dome'	PURPLE DOME NEW ENGLAND ASTER	EA	#1 CONT.	2'-0" O.C.	PERENNIAL
26	CAKF	<i>Calamagrostis x acutiflora</i> 'Karl Foerster'	FEATHER REED GRASS	EA	#1 CONT.	2'-6" O.C.	GRASS
83	SSSO	<i>Schizachyrium scoparium</i> 'Standing Ovation'	STANDING OVATION LITTLE BLUESTEM	EA	#1 CONT.	2'-0" O.C.	GRASS
29	SPHE	<i>Rudbeckia fulgida</i>	BLACK EYED SUSAN	EA	#1 CONT.	3'-0" O.C.	PERENNIAL



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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
LANDSCAPE PLAN

SHEET

K.01

LIGHTING/ELECTRICAL NOTES:

1. LIGHTING AND ELECTRICAL PLAN IS SHOWING DESIGN INTENT AND IS FOR BIDDING PURPOSES ONLY. CONTRACTOR SHALL SUBMIT ELECTRICAL DRAWINGS SHOWING CONDUIT LAYOUT AND SLEEVING AS REQUIRED, STAMPED BY LICENSED ELECTRICIAN FOR ELECTRICAL SYSTEM COMPLETE. COORDINATE SLEEVE LOCATIONS WITH PAVING CONTRACTOR AND PLACE BEFORE PAVING OPERATIONS BEGIN.
2. ALL FEEDER AND BRANCH CIRCUITS SHALL CONTAIN AN EQUIPMENT GROUNDING CONDUCTOR SIZED ACCORDING TO THE N.E.C. THE CONDUIT SYSTEM SHALL NOT BE CONSIDERED AN ACCEPTABLE GROUND.
3. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH N.E.C., LOCAL, AND ALL OTHER APPLICABLE CODES.
4. CONDUIT SHALL BE 1.5" SCHEDULE 40 GRAY PVC OR APPROVED EQUAL.
5. POLE TOP MOUNTED LUMINAIRE:

A. LUMINAIRE: SLPMS25-50LT3 (HIGH SETTING), MANUFACTURED BY ATLAS LIGHTING PRODUCTS.

B. POLE TYPE 1: SHAFT TO BE SQUARE STEEL STRAIGHT POLE 4 X 7GA X 25 DRILL PATTERN 2 AT 90°. POWDER COATED FINISH, COLOR: BLACK

B. POLE TYPE 2: SHAFT TO BE SQUARE STEEL STRAIGHT POLE 4 X 7GA X 25 DRILL PATTERN 1. POWDER COATED FINISH, COLOR: BLACK

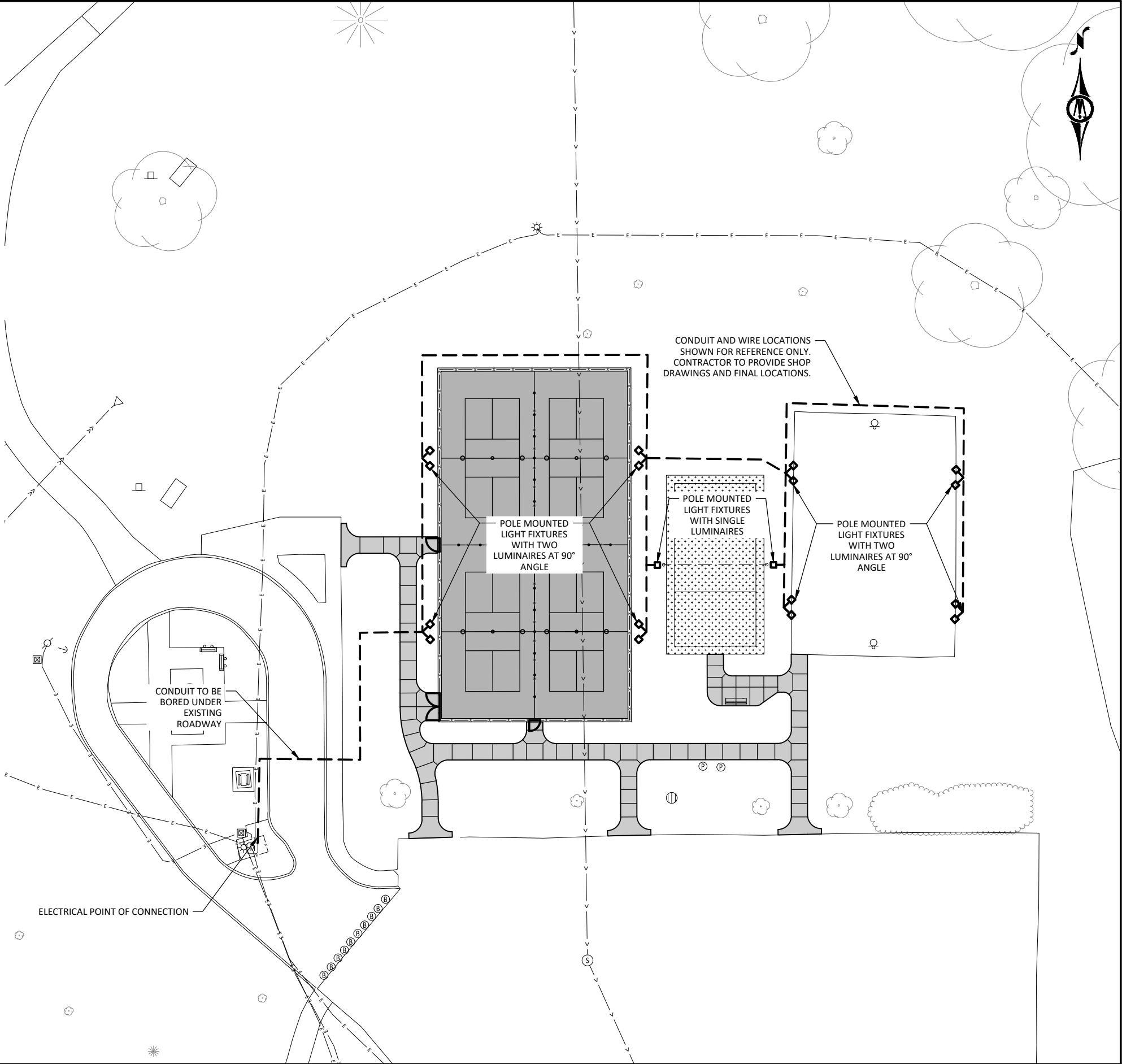
C. CONTROLS: TO BE A TWIST LOCK PHOTO CONTROL WITH BRACKET. CONTRACTOR SHALL SUBMIT PRODUCT INFO FOR APPROVAL. PROVIDE TIMER FOR SETTING HOURS OF OPERATION BY OWNER.

D. CONTACT: DAVE SORENSEN, SOLA SALES AGENCY, 319-212-4137

E. OR APPROVED EQUAL
13. METER PEDESTAL:

A. PRODUCT: U4322-O-5T9, MANUFACTURED BY MILBANK, 200 AMP, 240 VOLT, SINGLE PHASE

B. OR APPROVED EQUAL
14. CONTRACTOR SHALL INSTALL 1.5" SCHEDULE 40 CONDUIT FROM ELECTRICAL SOURCE TO EACH LIGHT POLE. CONDUIT LOCATION SHALL BE COORDINATED WITH ELECTRICAL ENGINEER AND OWNER . CONDUIT SHALL HAVE PULL STRING LEFT IN EACH CONDUIT FOR OWNER USE.



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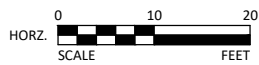
CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1

LIGHTING PLAN

SHEET

P.01

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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1

EROSION CONTROL PLAN - FOREBAY

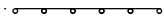
SHEET

R.01

EROSION CONTROL LEGEND

- CONSTRUCTION FENCE
- SF SILT FENCE
- SUDAS TYPE 1 (PERMANENT LAWN MIXTURE) SEED MIX
- SUDAS TYPE 2 (PERMANENT COOL SEASON MIXTURE FOR SLOPES AND DITCHES) SEED MIX
- WETLAND MIX
- EROSION STONE

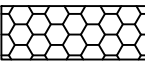
EROSION CONTROL LEGEND

 CONSTRUCTION FENCE

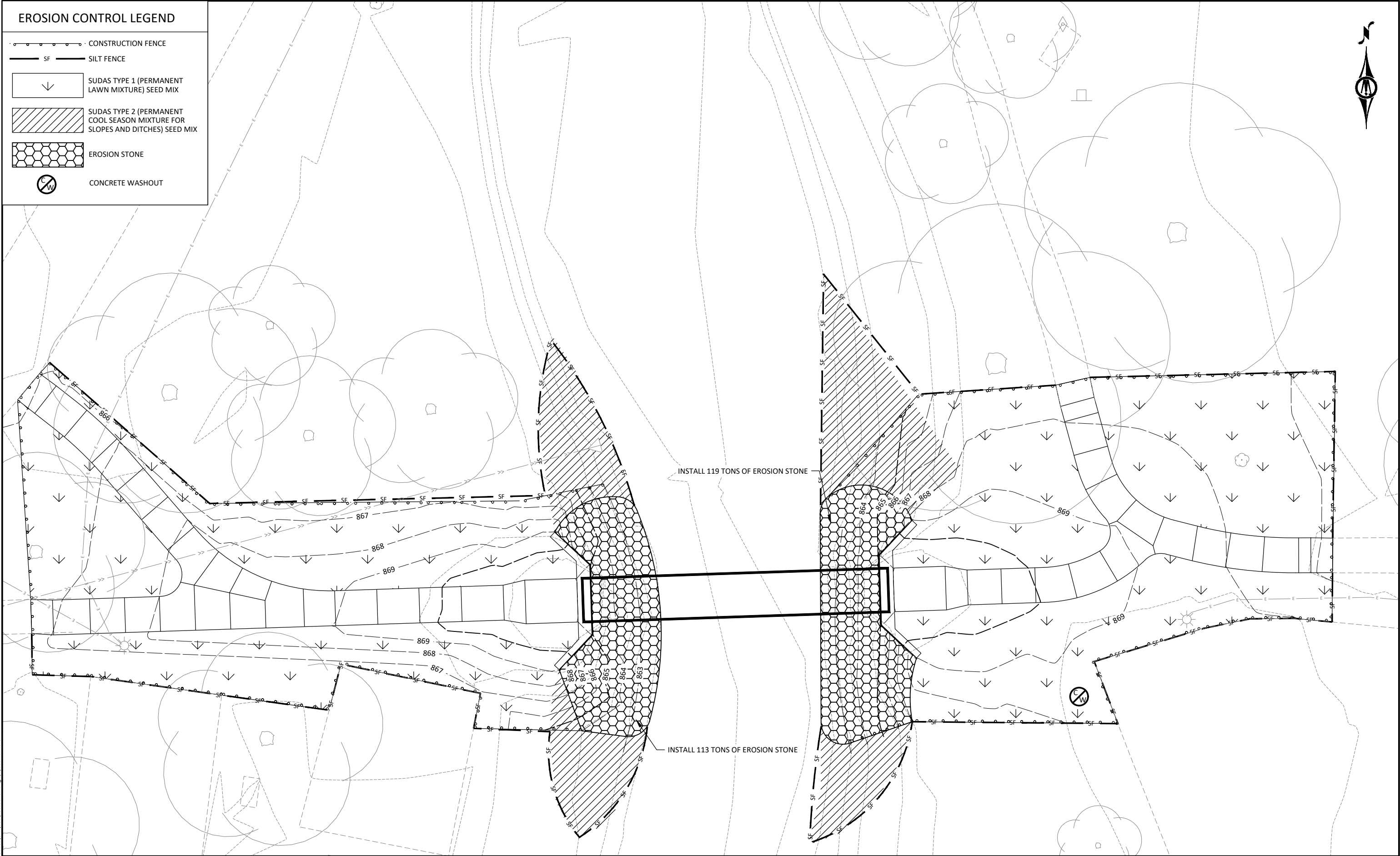
 SF SILT FENCE

 SUDAS TYPE 1 (PERMANENT LAWN MIXTURE) SEED MIX

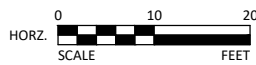
 SUDAS TYPE 2 (PERMANENT COOL SEASON MIXTURE FOR SLOPES AND DITCHES) SEED MIX

 EROSION STONE

 CONCRETE WASHOUT



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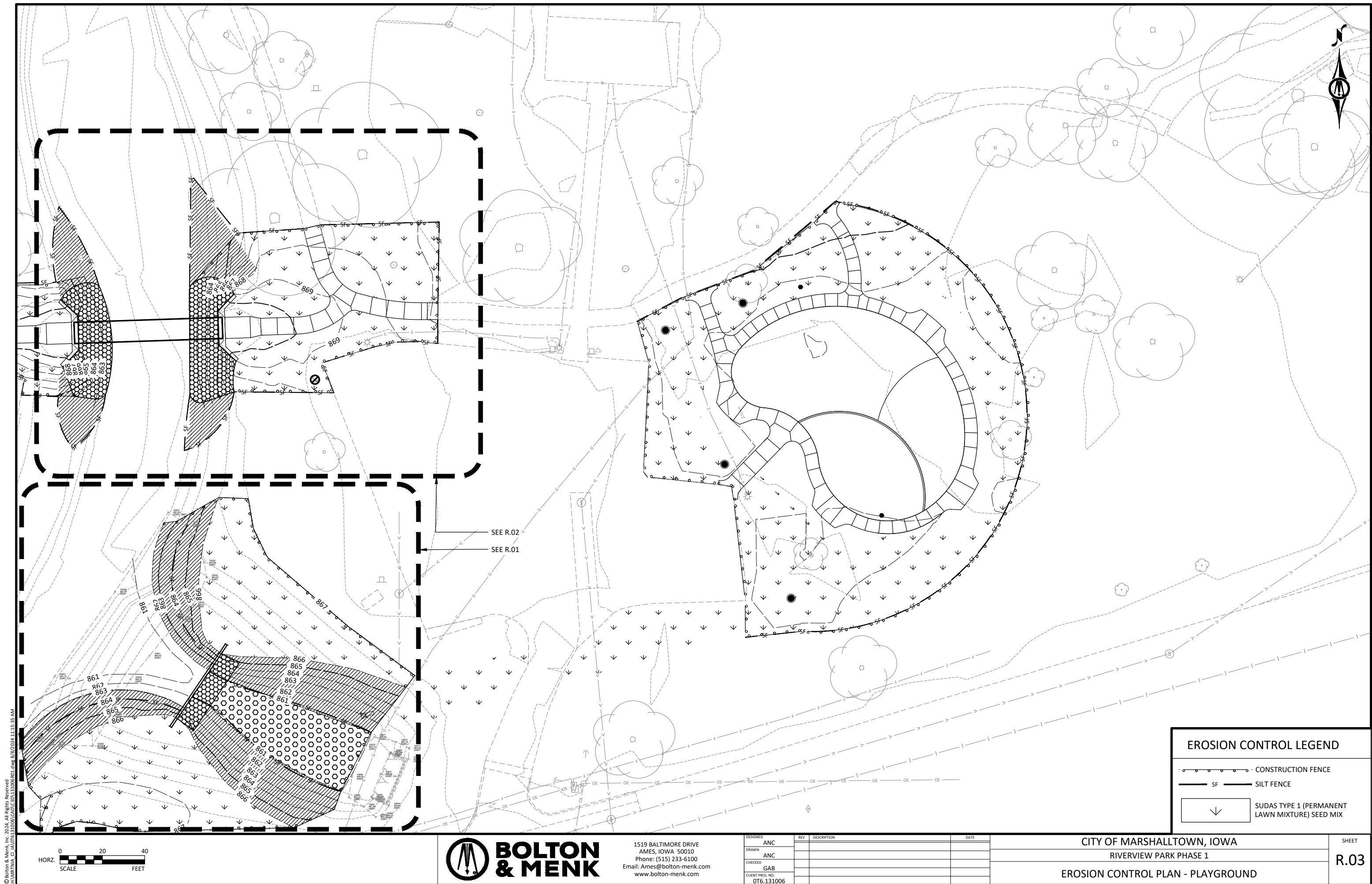


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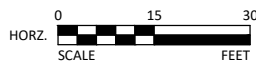
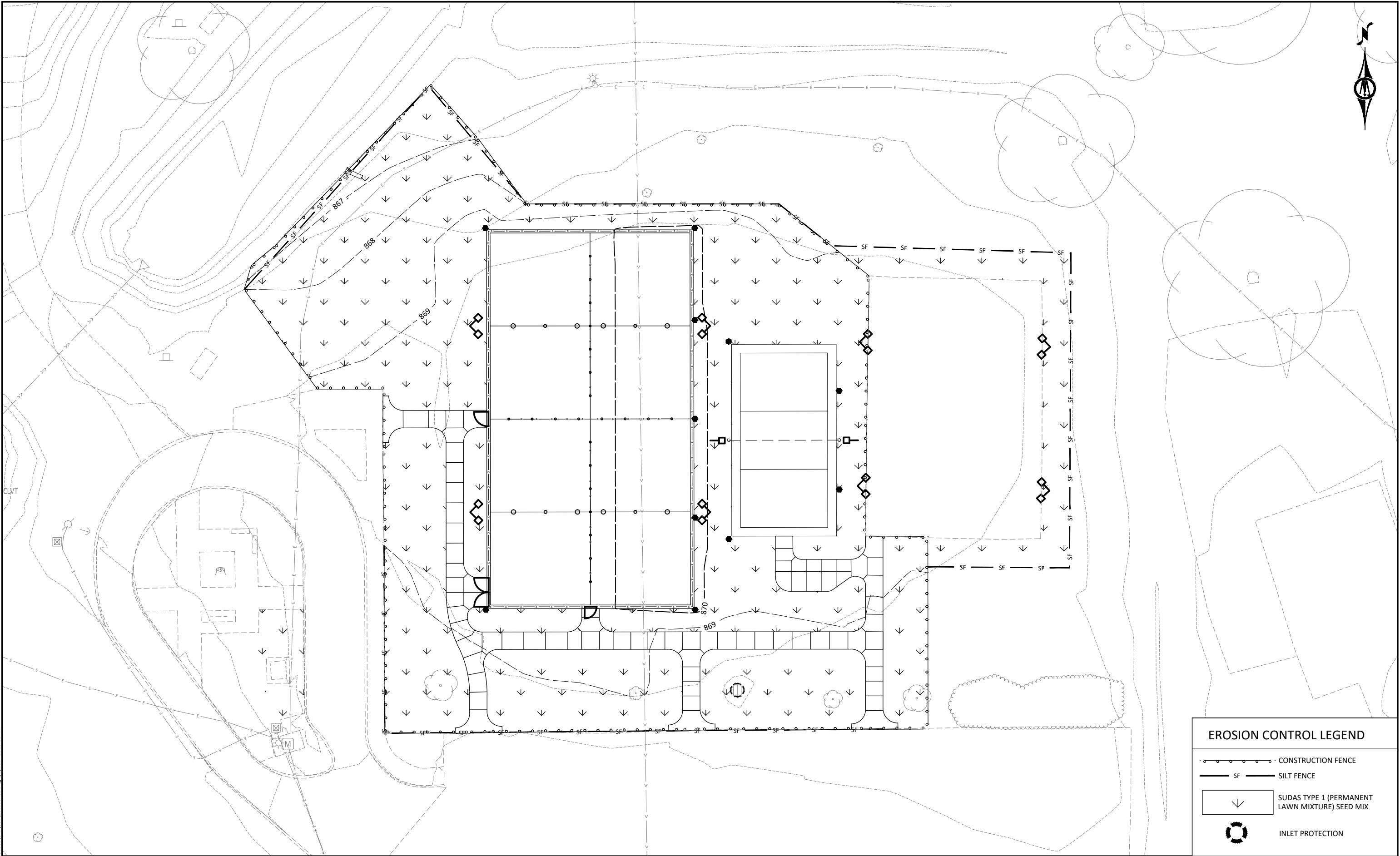
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CITY OF MARSHALLTOWN, IOWA
RIVERVIEW PARK PHASE 1
EROSION CONTROL PLAN - BRIDGE

SHEET
R.02



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RIVERVIEW PARK PHASE 1
EROSION CONTROL PLAN - PICKLEBALL COURT

SHEET

R.04

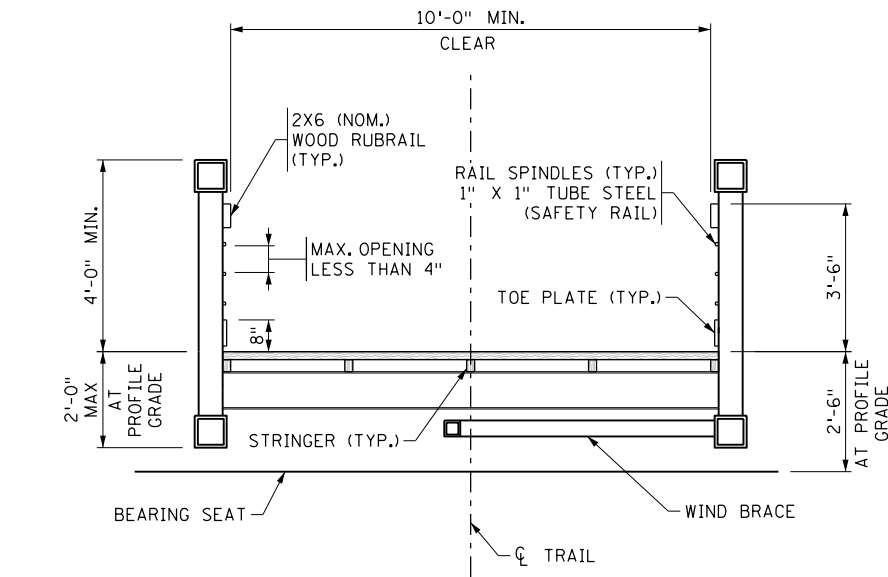
EROSION CONTROL LEGEND

CONSTRUCTION FENCE

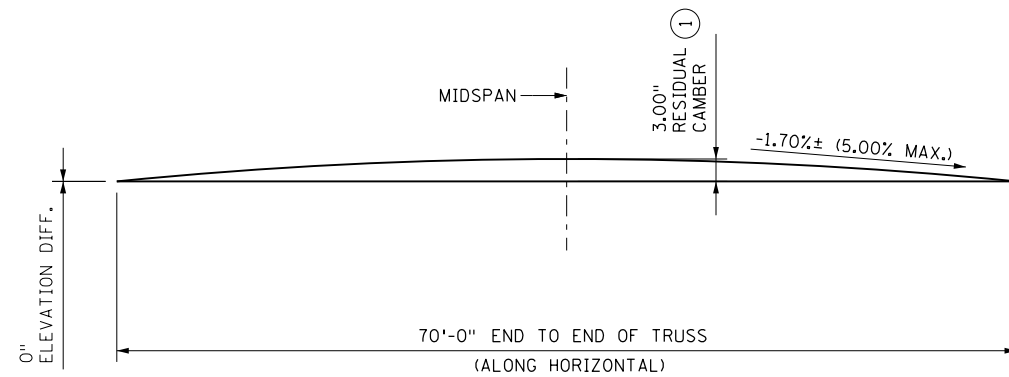
SF SILT FENCE

SUDAS TYPE 1 (PERMANENT LAWN MIXTURE) SEED MIX

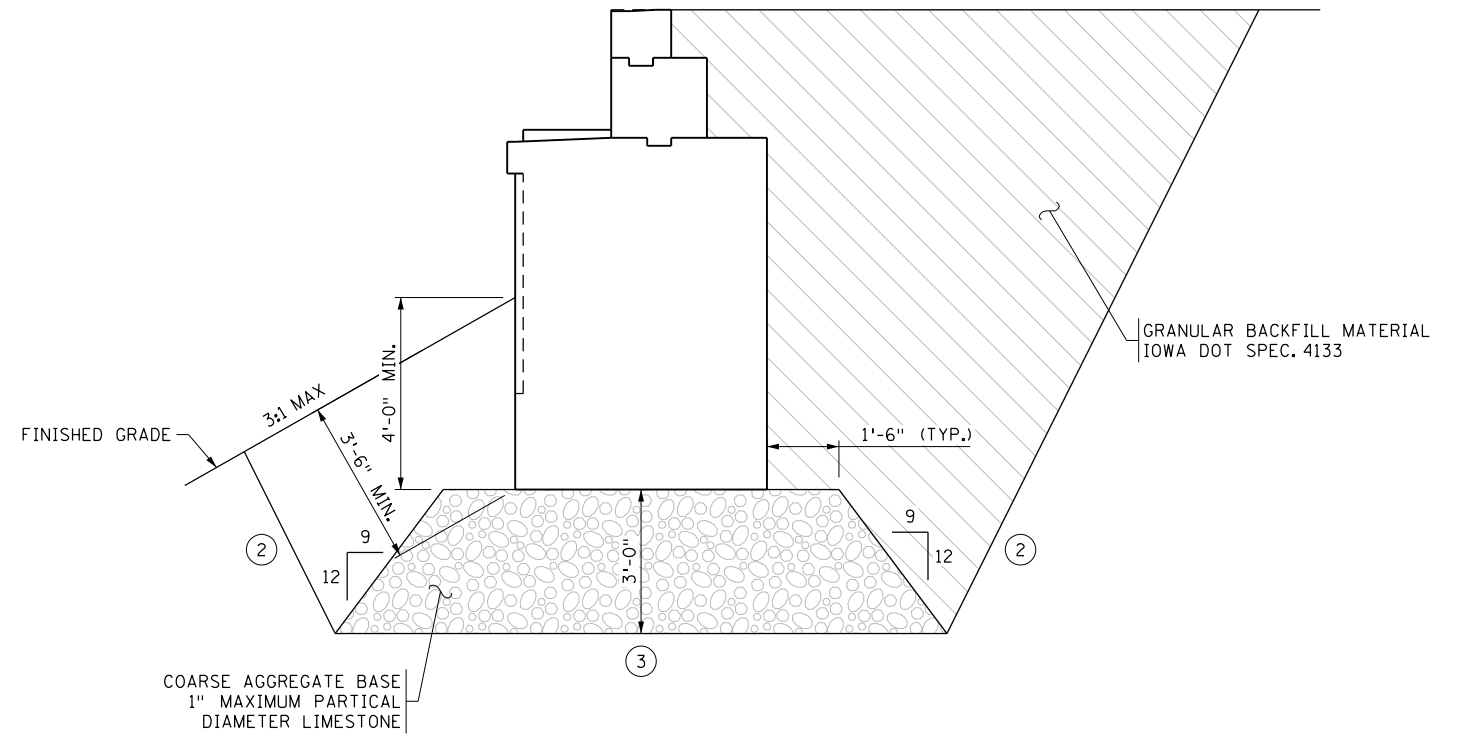
INLET PROTECTION



BRIDGE SECTION - TRUSS



TRUSS CAMBER DIAGRAM



TYPICAL SECTION AT ABUTMENT

NOTES

- ① ACCEPTABLE CONSTRUCTION TOLERANCE FOR RESIDUAL CAMBER SHALL BE +0.00" TO 1.00" FROM THE DESIGN VALUE SHOWN.
- ② EXCAVATION SLOPES TO BE DETERMINED BY OSHA REGULATIONS AND IN-SITU SOILS.
- ③ ABUTMENTS DESIGNED FOR A NET BEARING PRESSURE CAPACITY OF 3000 PSF. NOTIFY THE ENGINEER IF UNSUITABLE SOILS ARE ENCOUNTERED BELOW SUBCUT.

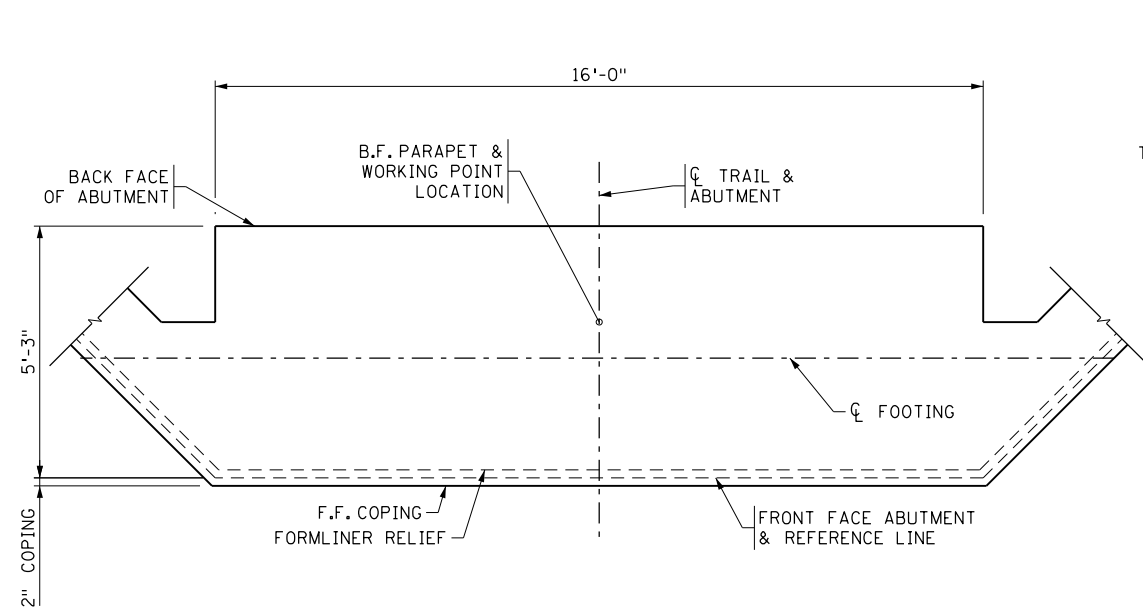


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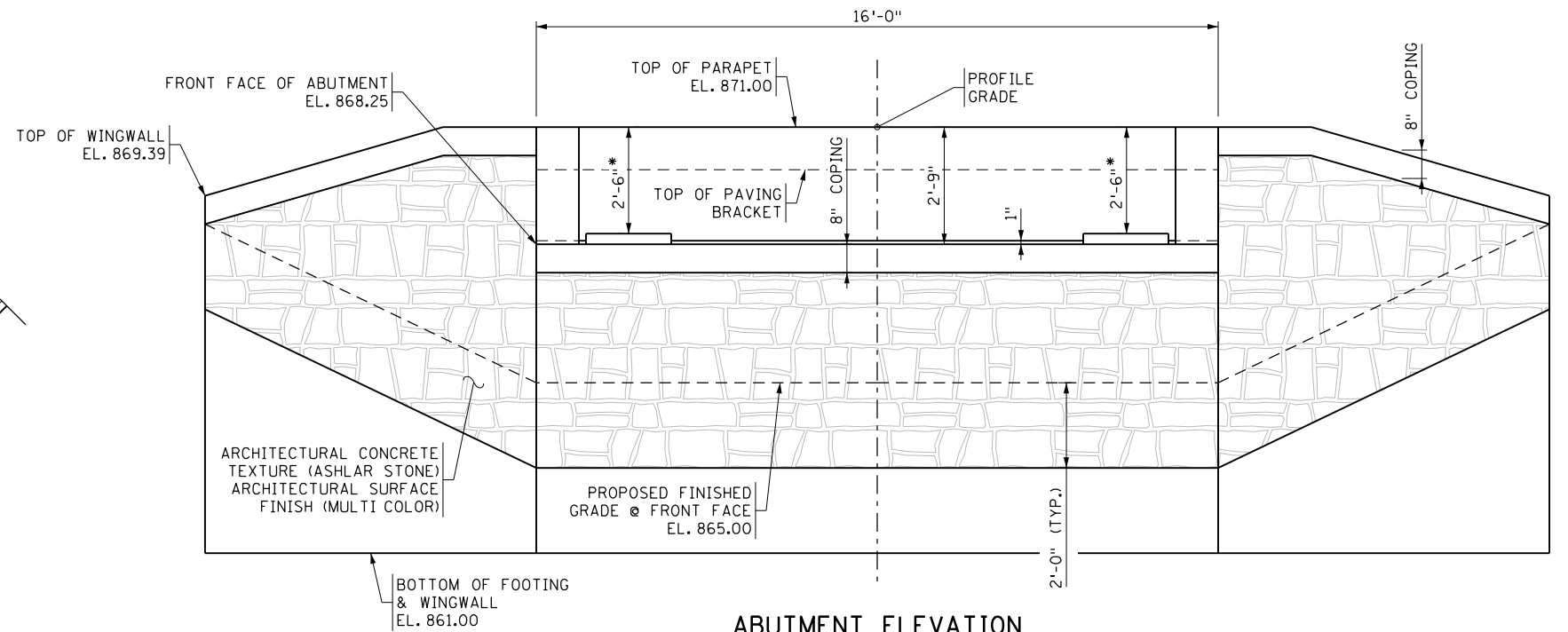
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RIVERVIEW PARK PHASE 1
TRANSVERSE SECTION

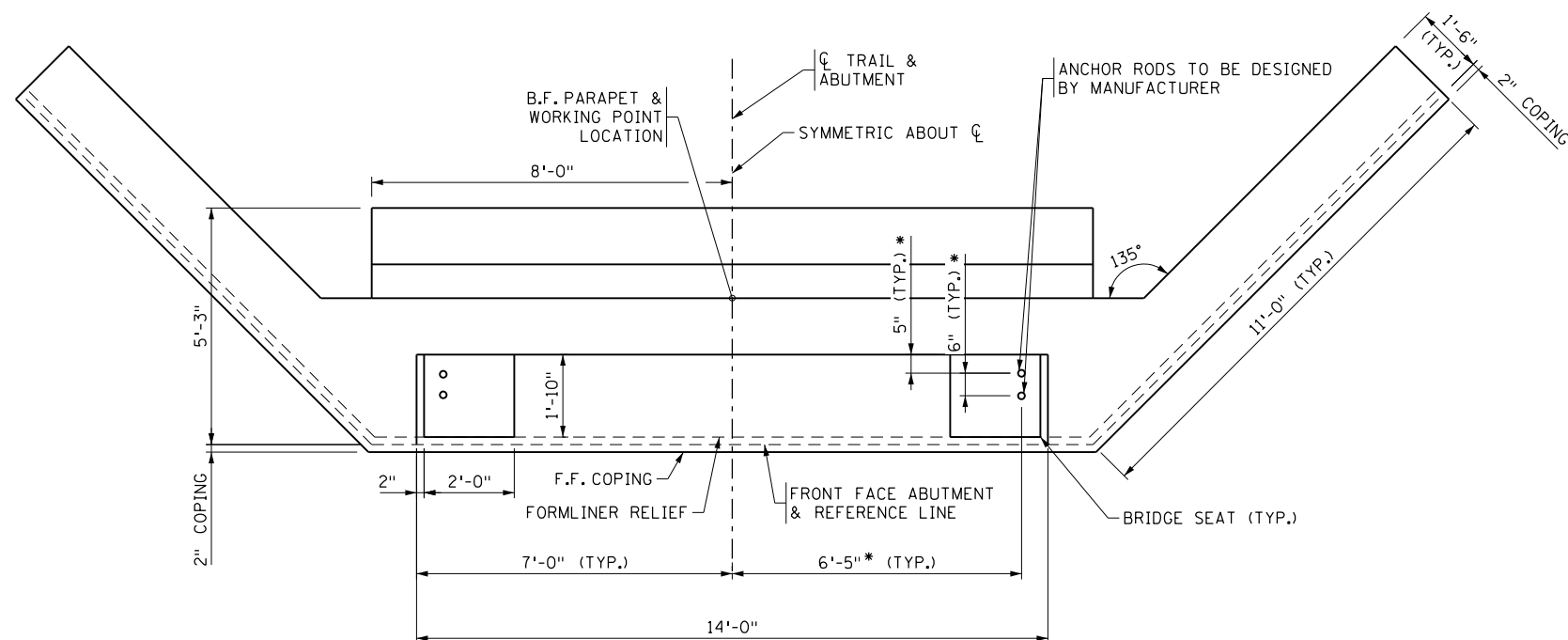
SHEET
V.01



FOOTING PLAN

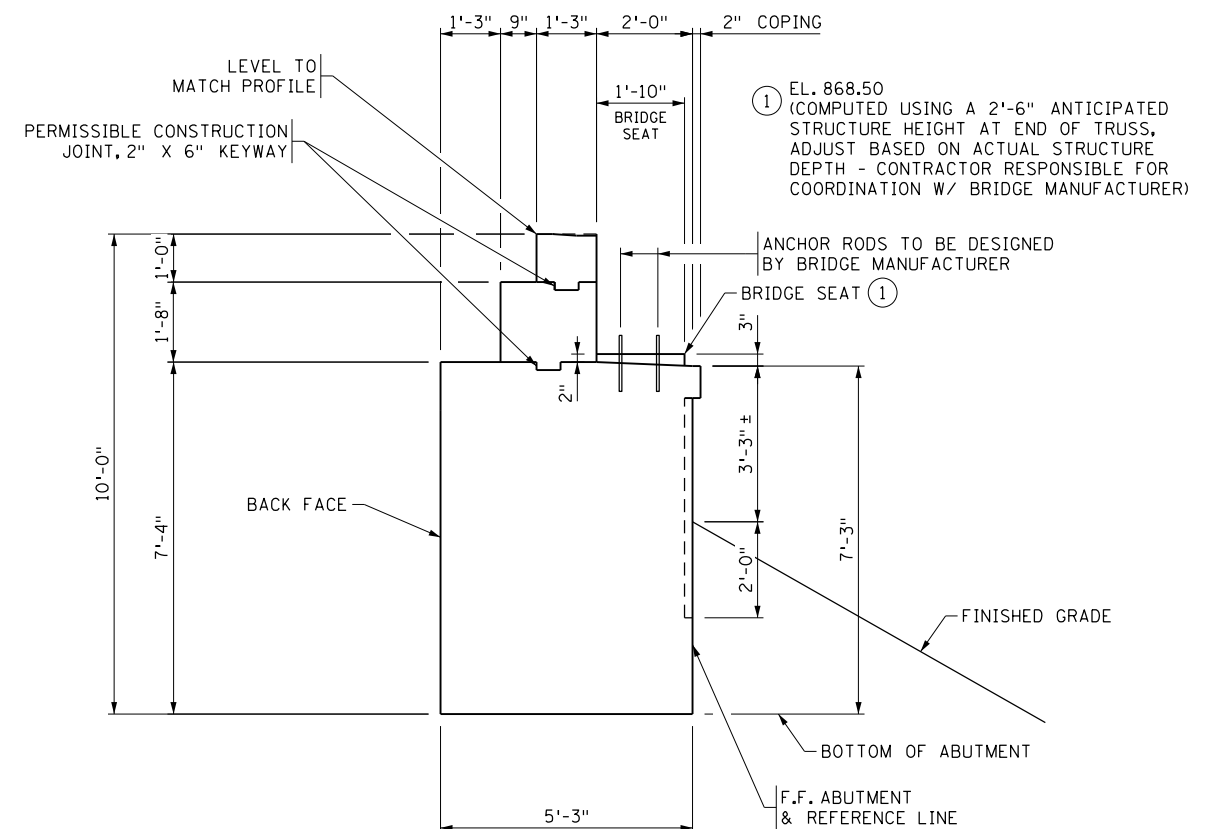


ABUTMENT ELEVATION

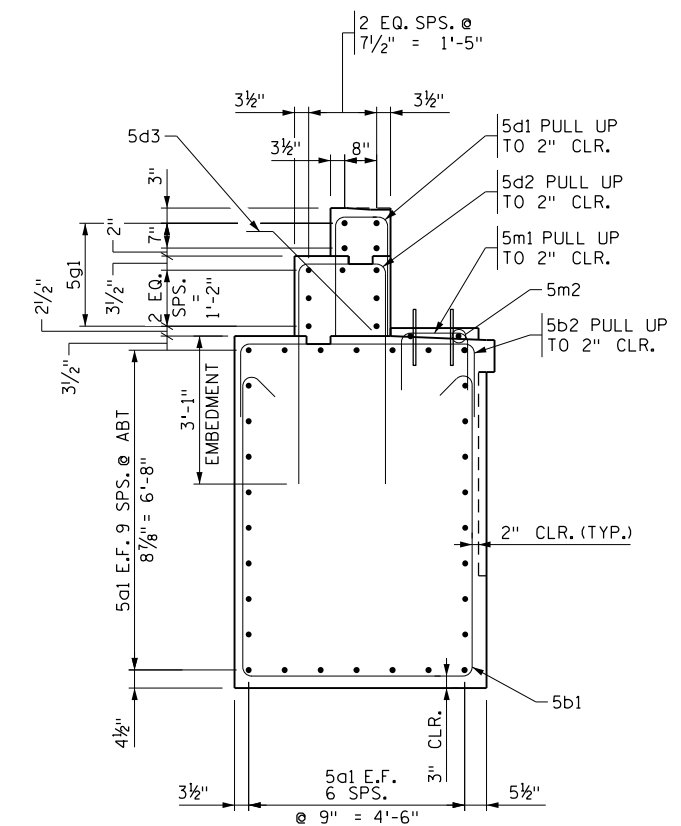
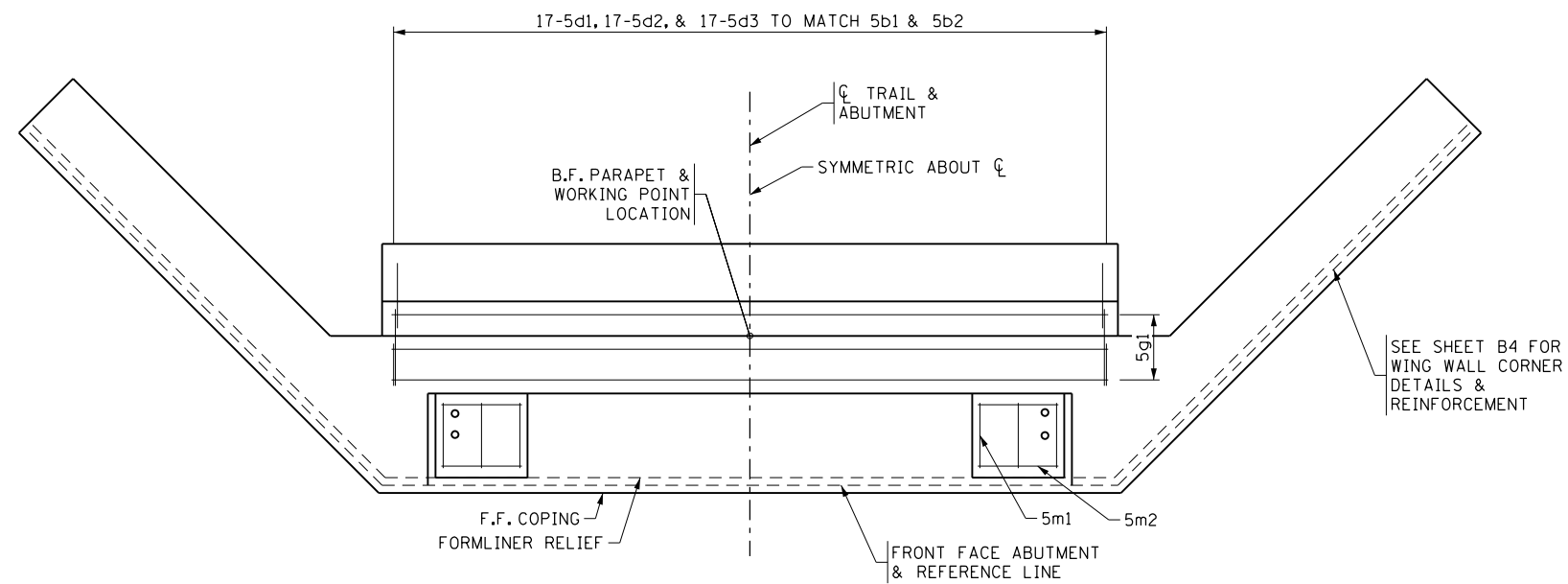
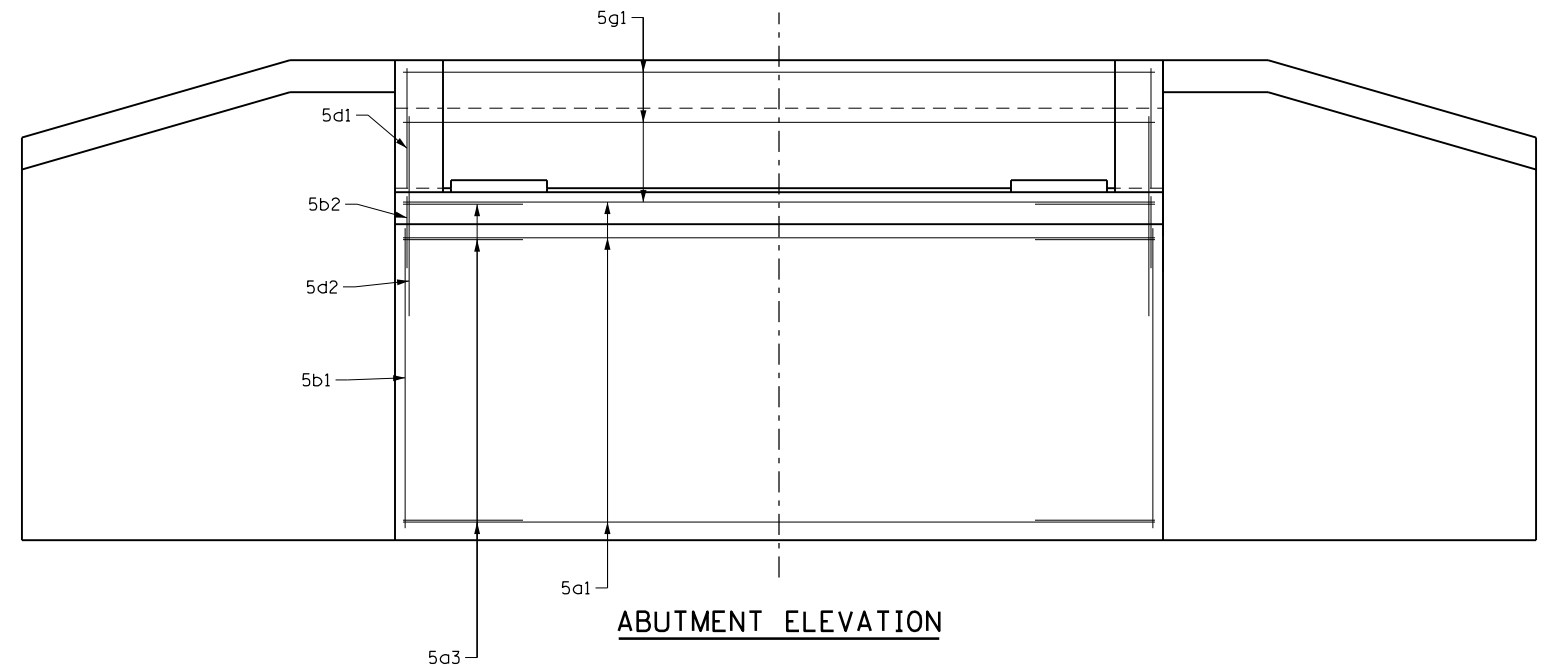
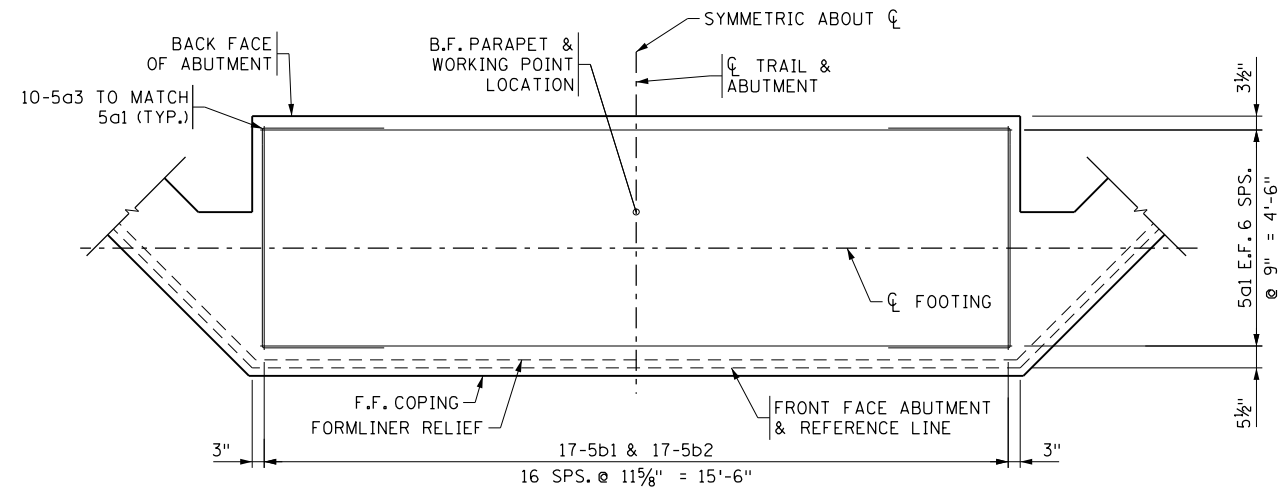


**BACKWALL AND BRIDGE SEAT
ABUTMENT PLAN**

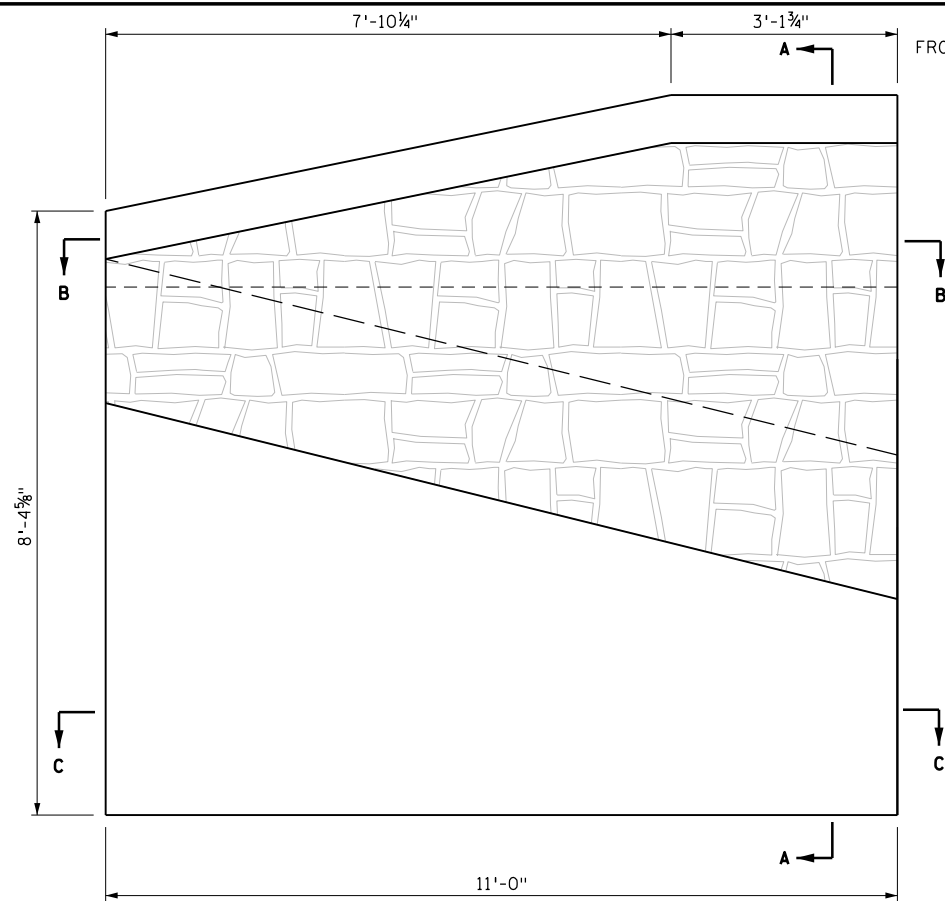
* DIMENSION SHALL BE VERIFIED
WITH BRIDGE MANUFACTURER.



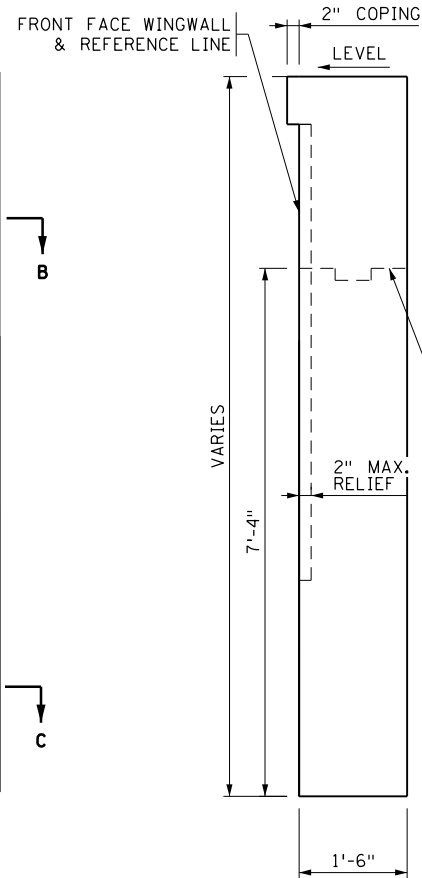
SECTION THROUGH ABUTMENT



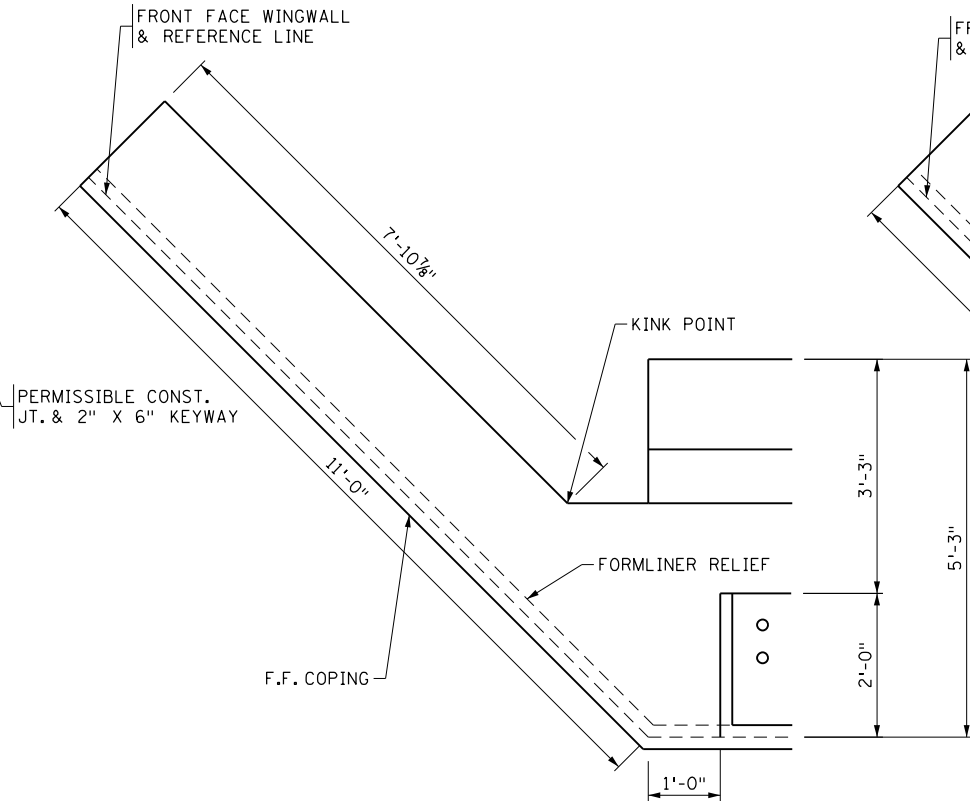
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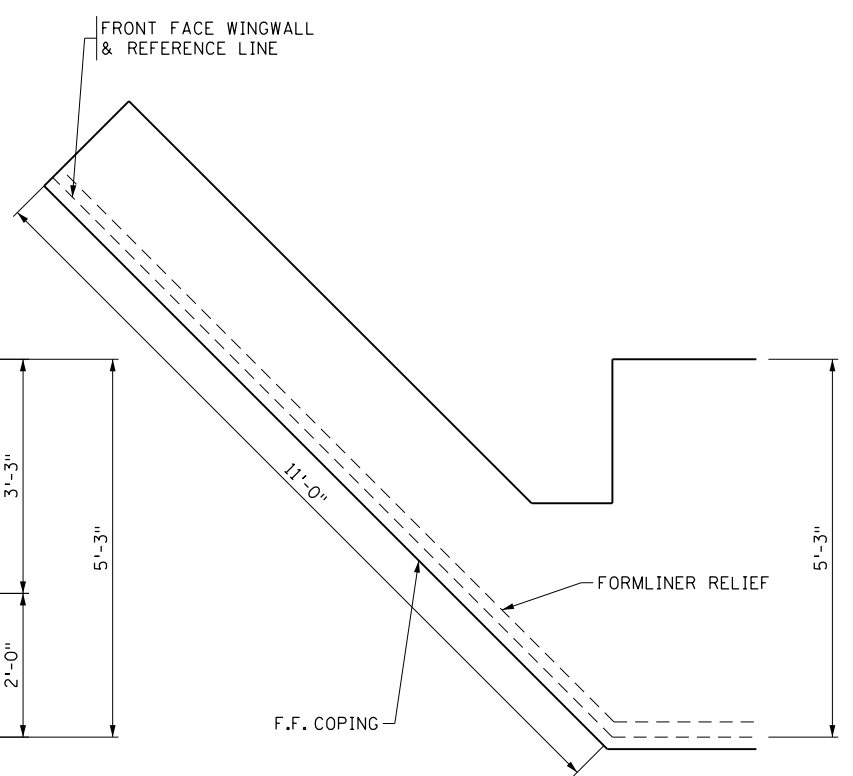
ELEVATION
(ENVELOPED ALONG WALL)



SECTION A-A

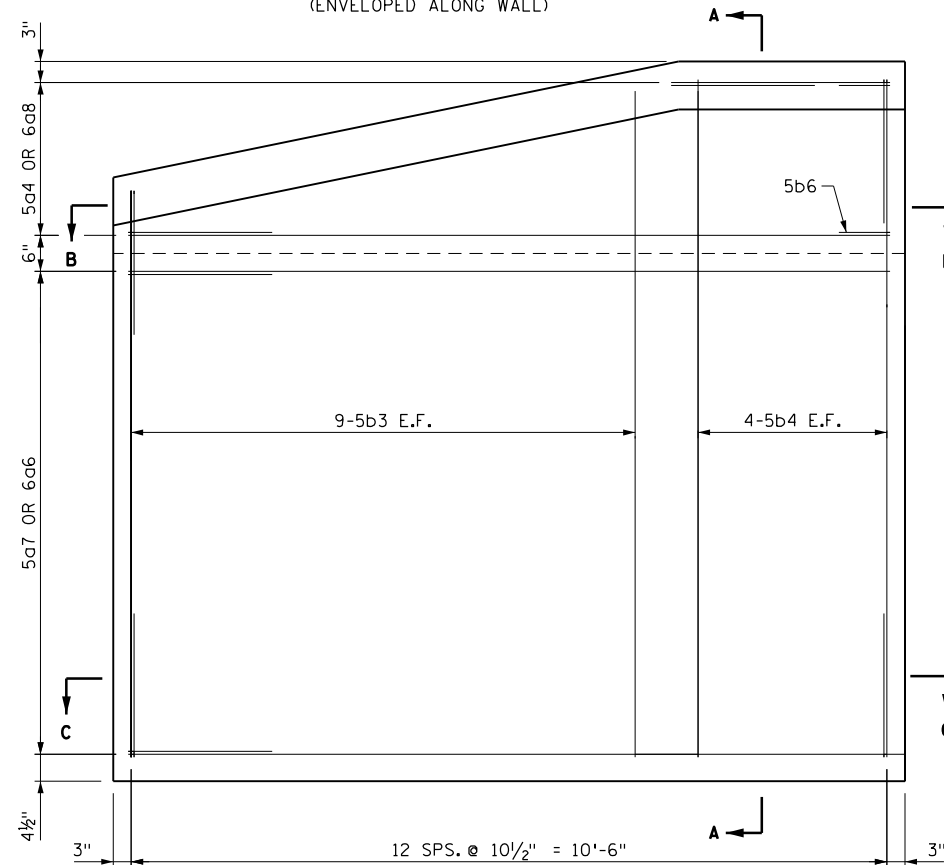


SECTION B-B

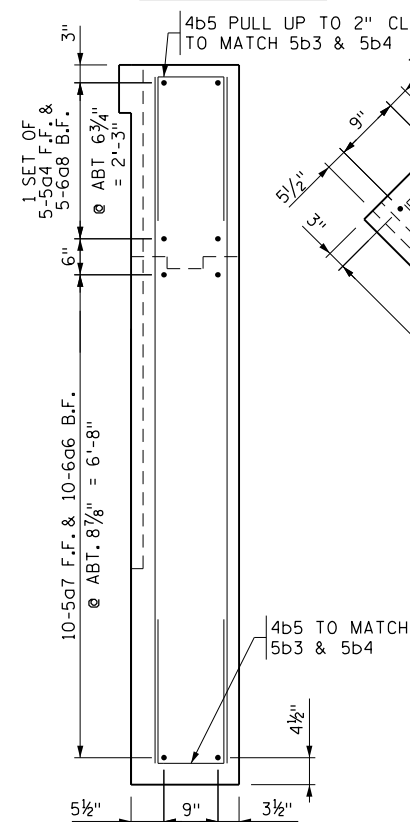


SECTION C-C

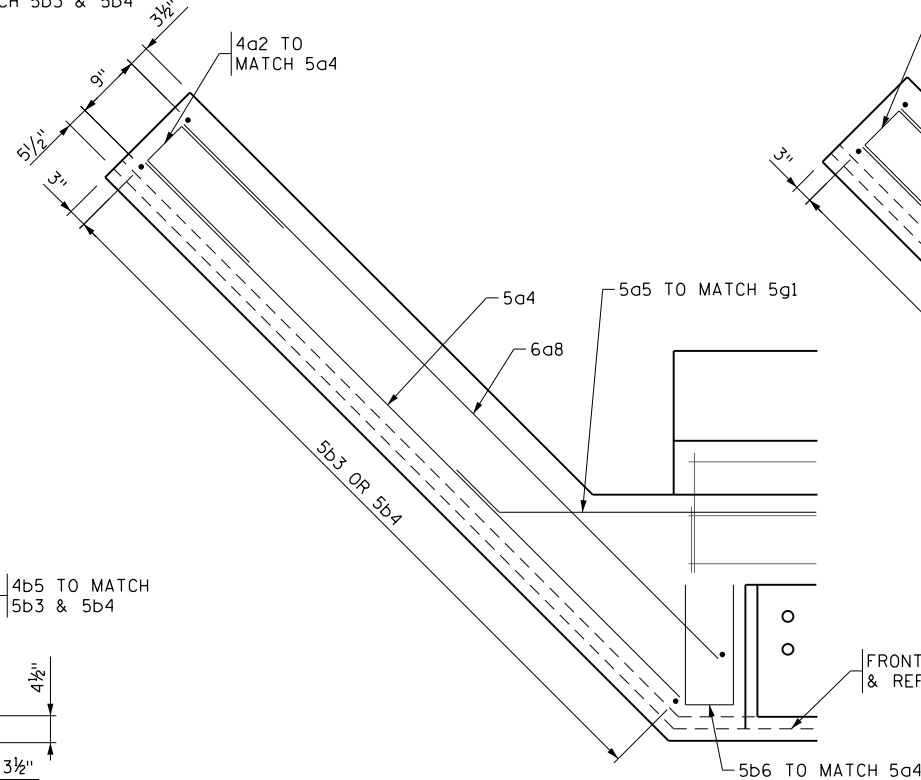
WINGWALL DETAILS
(SOUTHEAST WINGWALL SHOWN,
OTHER WINGWALLS SIMILAR)



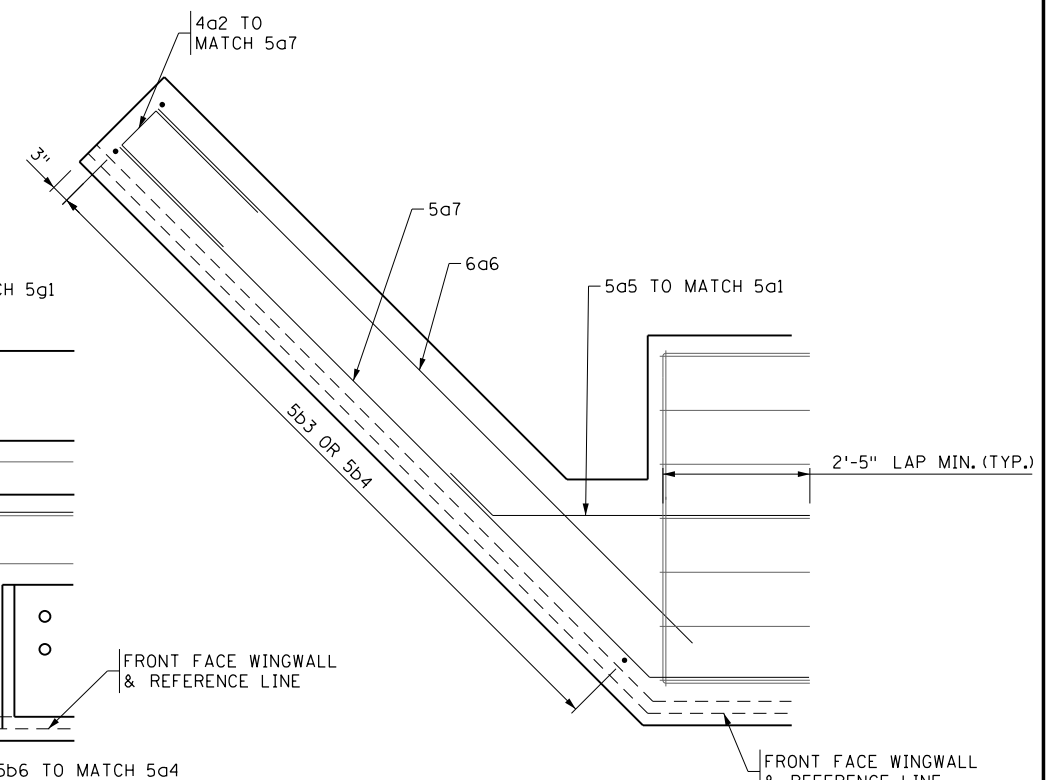
ELEVATION
(ENVELOPED ALONG WALL)



SECTION A-A



SECTION B-B



SECTION C-C

WINGWALL REINFORCEMENT
(SOUTHEAST WINGWALL SHOWN,
OTHER WINGWALLS SIMILAR)



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CITY OF MARSHALLTOWN, IA
RIVERVIEW PARK PHASE 1
ABUTMENT DETAILS SHEET 3 OF 4

SHEET
V.04

BRIDGE SUPERSTRUCTURE REACTIONS ASSUMED (LBS)

SERVICE LOADS:	P	H	L
DEAD LOAD (1)	5700		
UNIFORM LIVE LOAD	15800		
VEHICLE LIVE LOAD	5000		
WIND UPLIFT (20 PSF) WINDWARD	-2800		
WIND UPLIFT (20 PSF) LEEWARD	-900		
WIND	+/-1400	7700	400
THERMAL			1100

NOTE: LOADS PRESENTED ARE ESTIMATES USED IN SUBSTRUCTURE DESIGN.

'+' INDICATES DOWNWARD LOAD, '-' INDICATES UPWARD LOAD.

'P' = VERTICAL LOAD PER EACH BASE PLATE (4 PER BRIDGE)

'H' = HORIZONTAL LOAD PER EACH FOOTING (2 PER BRIDGE)

'L' = LONGITUDINAL LOAD PER EACH BASE PLATE (4 PER BRIDGE)

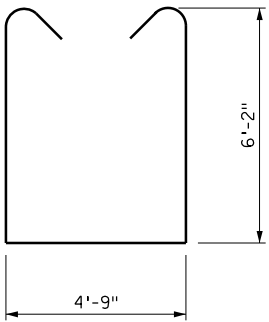
(1) INCLUDES BRIDGE LIFTING WEIGHT & WEIGHT OF TIMBER DECK

BILL OF REINFORCEMENT - TOTAL (2 ABUTMENTS)
EPOXY COATED

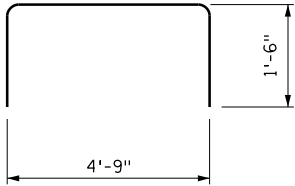
BAR	NUMBER	LENGTH	SHAPE	LOCATION
5b1	34	18'-1"		FOOTING VERTICAL STIRRUP
5a1	60	15'-7"		FOOTING HORIZONTAL
5b2	34	7'-9"		FOOTING VERTICAL TIE
5a3	40	9'-5"		FOOTING HORIZONTAL TIE
5d2	34	10'-10"		BACKWALL VERTICAL TIE
5d1	34	5'-9"		BACKWALL VERTICAL TIE
5g1	22	15'-7"		BACKWALL HORIZONTAL
5m1	12	3'-8"		BRIDGE SEAT VERTICAL TIE
5m2	8	4'-2"		BRIDGE SEAT HORIZONTAL TIE
5b4	32	9'-7"		WINGWALL VERTICAL
5b3	8 SETS OF 9	7'-10" TO 9'-3"		WINGWALL VERTICAL
5a4	4 SETS OF 5	3'-0" TO 10'-7"		WINGWALL HORIZONTAL
5a7	40	13'-4"		WINGWALL HORIZONTAL
6a6	40	10'-6"		WINGWALL HORIZONTAL
5a5	60	6'-0"		WINGWALL CORNER HORIZONTAL
4a2	60	4'-11"		WINGWALL TIE
4b5	104	5'-0"		WINGWALL TIE
5b6	20	4'-0"		WINGWALL CORNER TIE
6a8	4 SETS OF 5	3'-0" TO 10'-7"		WINGWALL HORIZONTAL

BILL OF REINFORCEMENT - TOTAL (2 ABUTMENTS)
STAINLESS STEEL

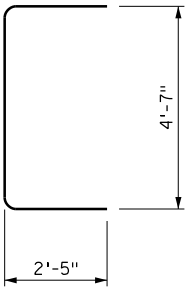
BAR	NUMBER	LENGTH	SHAPE	LOCATION
5d3	34	3'-9"		BRIDGE APPROACH PANEL TIE



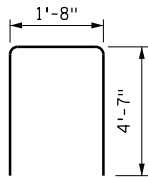
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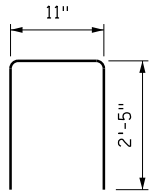
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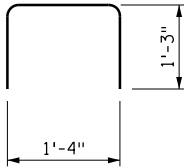
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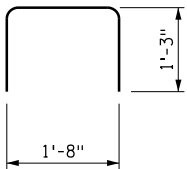
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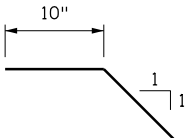
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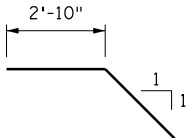
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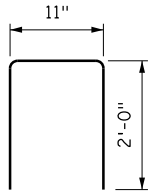
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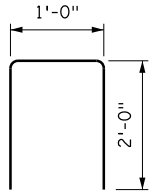
5d3 & 5a5



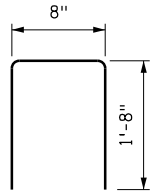
5a7



4a2



4b5



5b6

BAR BEND DETAILS



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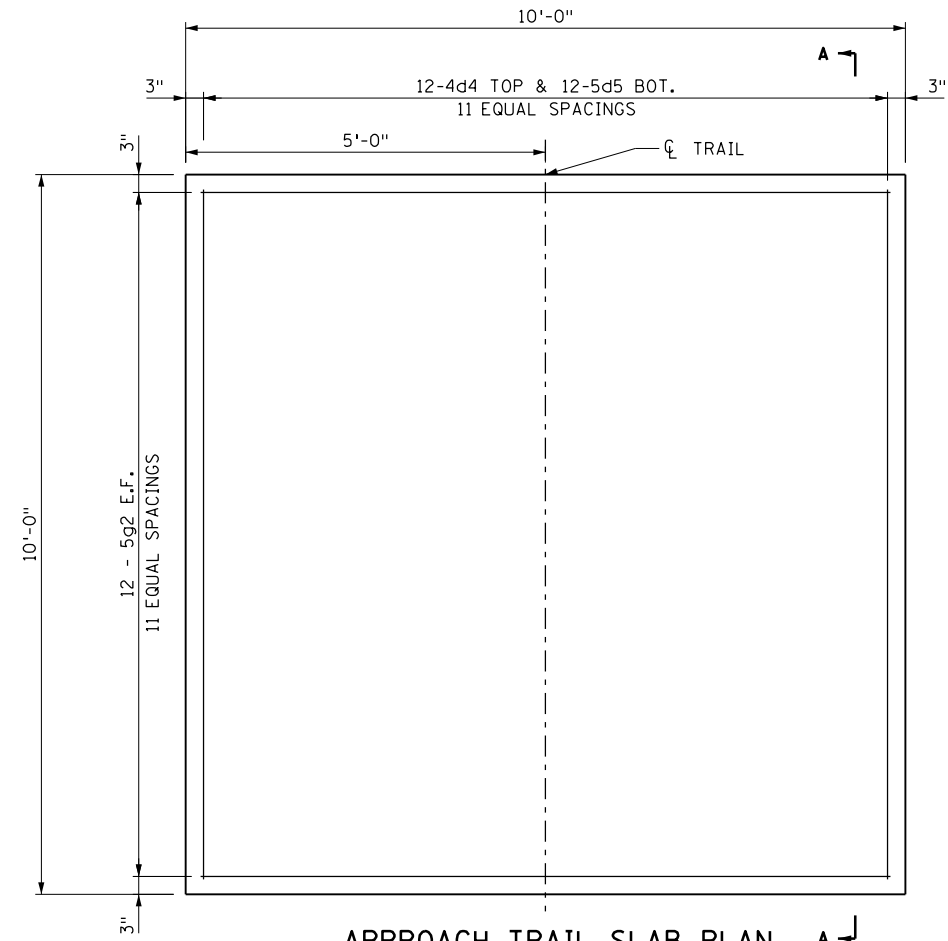
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RIVERVIEW PARK PHASE 1

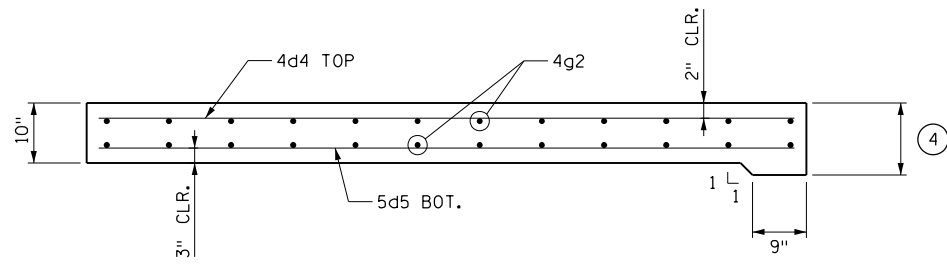
ABUTMENT DETAILS SHEET 4 OF 4

SHEET

V.05



APPROACH TRAIL SLAB PLAN
SOUTH AND NORTH SIDE OF BRIDGE

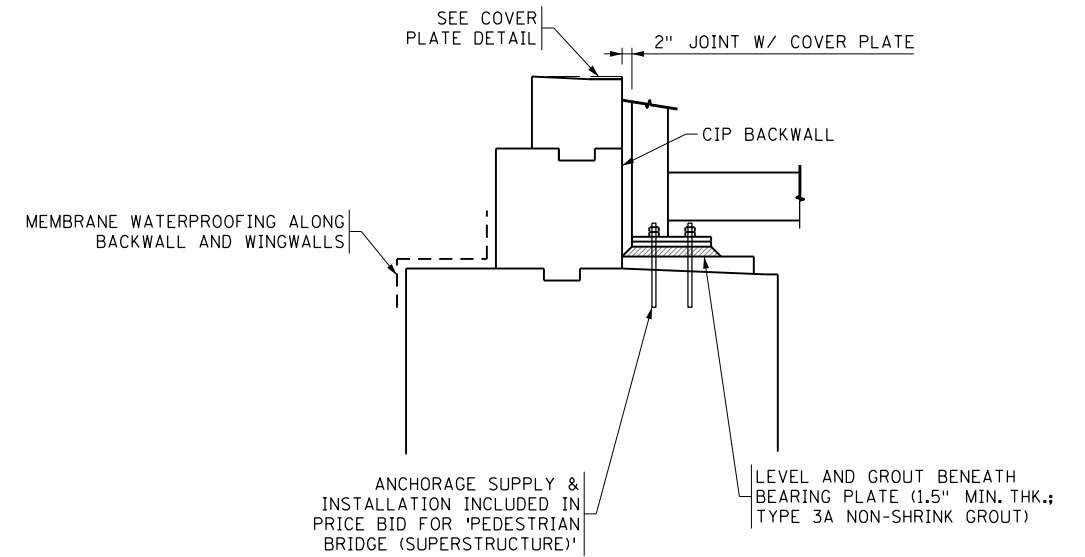


APPROACH TRAIL SLAB SECTION A-A
④ 1'-0" AT CL TRAIL.

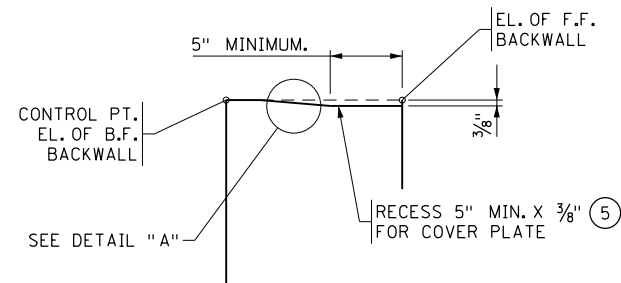
BILL OF REINFORCEMENT - TOTAL (2 APPROACH PANELS)

BAR	NUMBER	LENGTH	SHAPE	LOCATION
5d5	24	9'-7"	—	SLAB, LONGIT. BOT.
4d4	24	9'-7"	—	SLAB, LONGIT. TOP
4g2	48	9'-7"	—	SLAB, TRANSV.

NOTE: APPROACH PANEL REINFORCEMENT IS INCLUDED IN THE PRICE BID FOR 'BRIDGE APPROACH PANELS'.

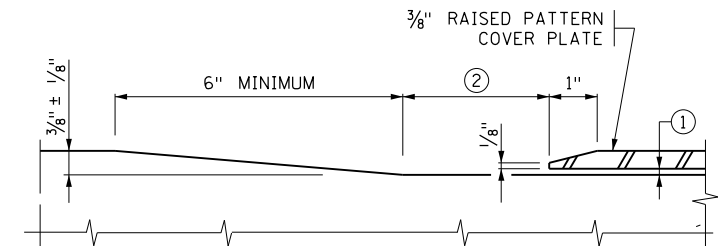


MEMBRANE WATERPROOFING AND ANCHORAGE ASSEMBLY DETAIL



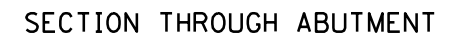
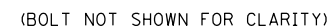
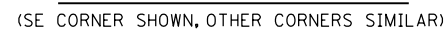
⑤ COVER PLATE RIGIDLY ATTACHED TO BRIDGE SUPERSTRUCTURE.

COVER PLATE DETAIL



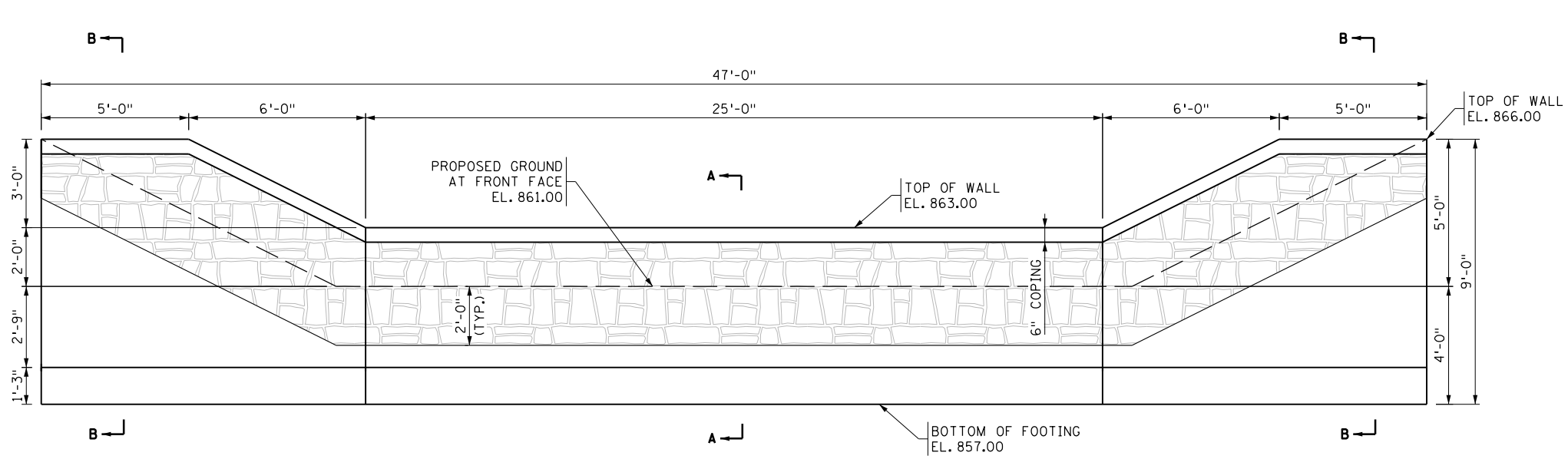
DETAIL "A" ③

- ① PROVIDE SMOOTH CONCRETE FINISH BENEATH PLATE WITH 0" MIN. TO 1/8" MAX. GAP BETWEEN CONCRETE AND UNDERSIDE OF PLATE. PROVIDE BOND BREAKER (DUCT TAPE, ETC.) TO UNDERSIDE OF COVER PLATE.
- ② 1" ALL TEMPS.
- ③ DIMENSIONS SHOWN ARE REQUIRED TO COMPLY WITH A.D.A. STANDARDS.

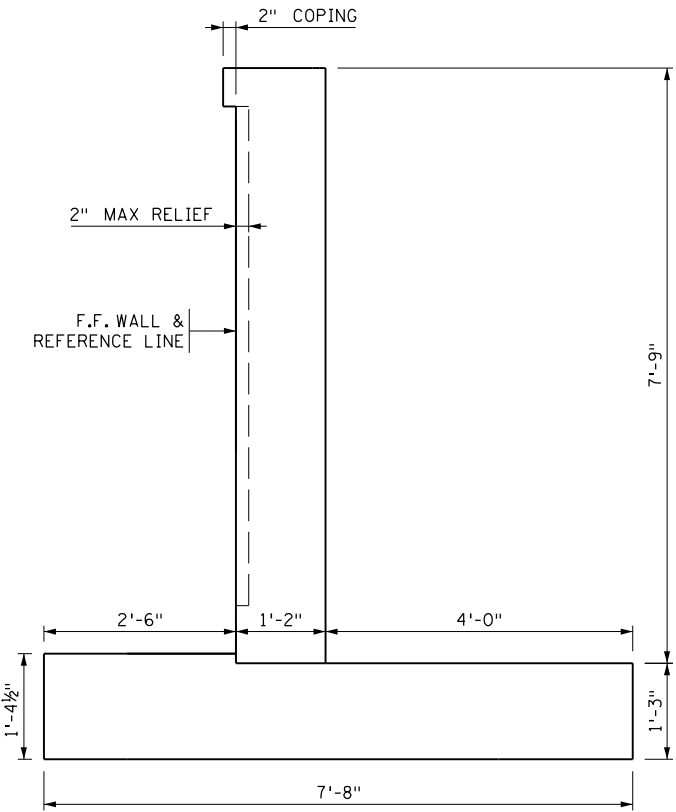


SECTION A-A

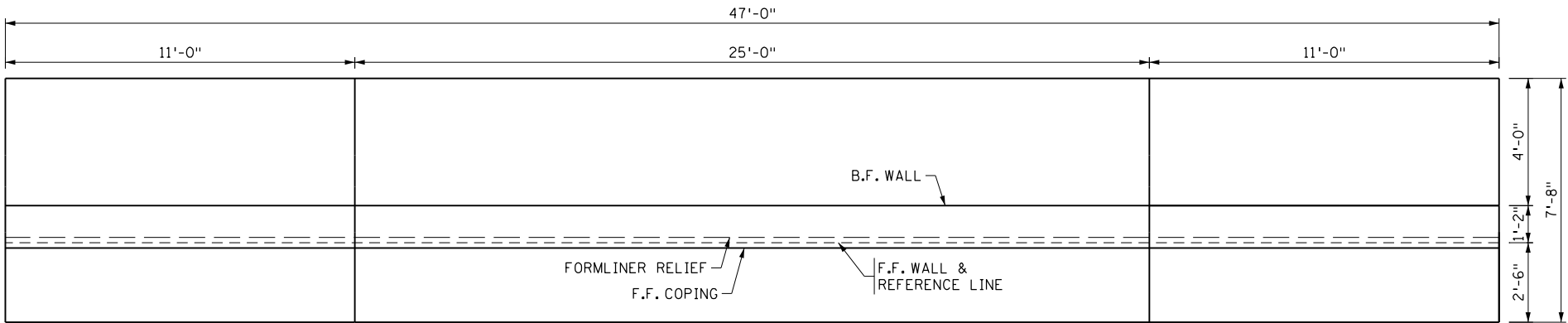




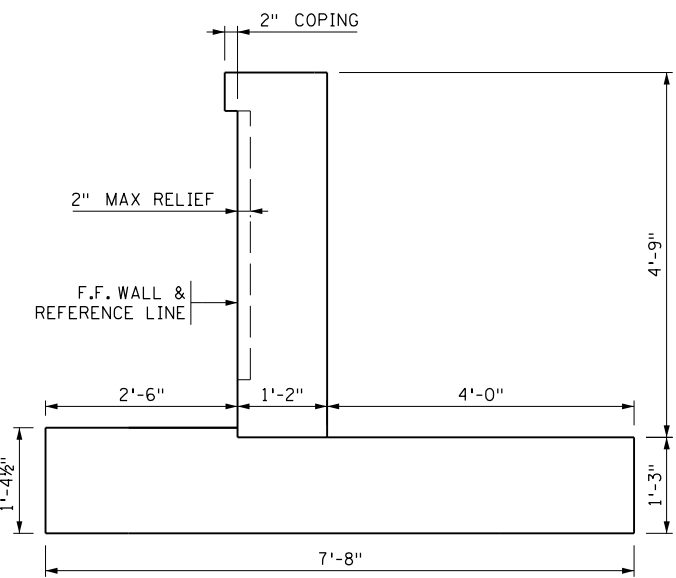
WEIR WALL ELEVATION



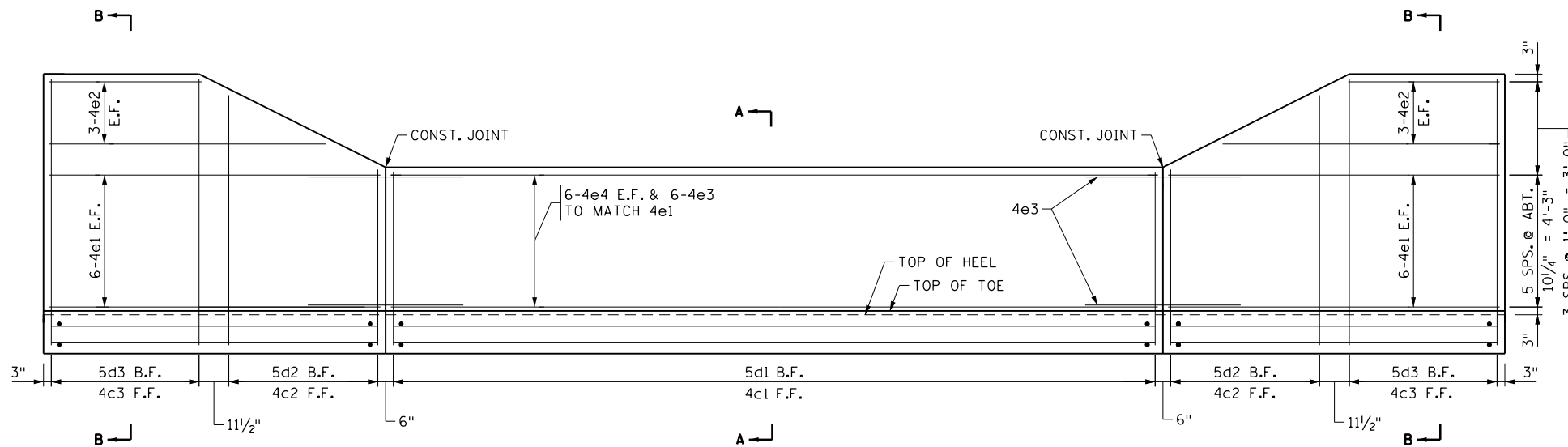
SECTION B-B



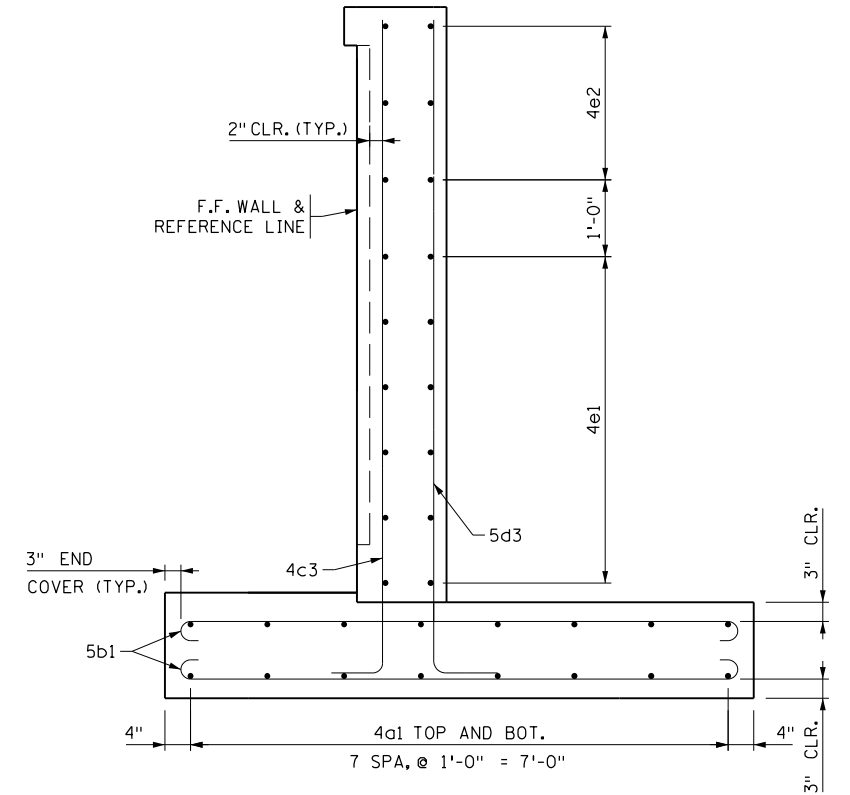
WEIR WALL PLAN VIEW



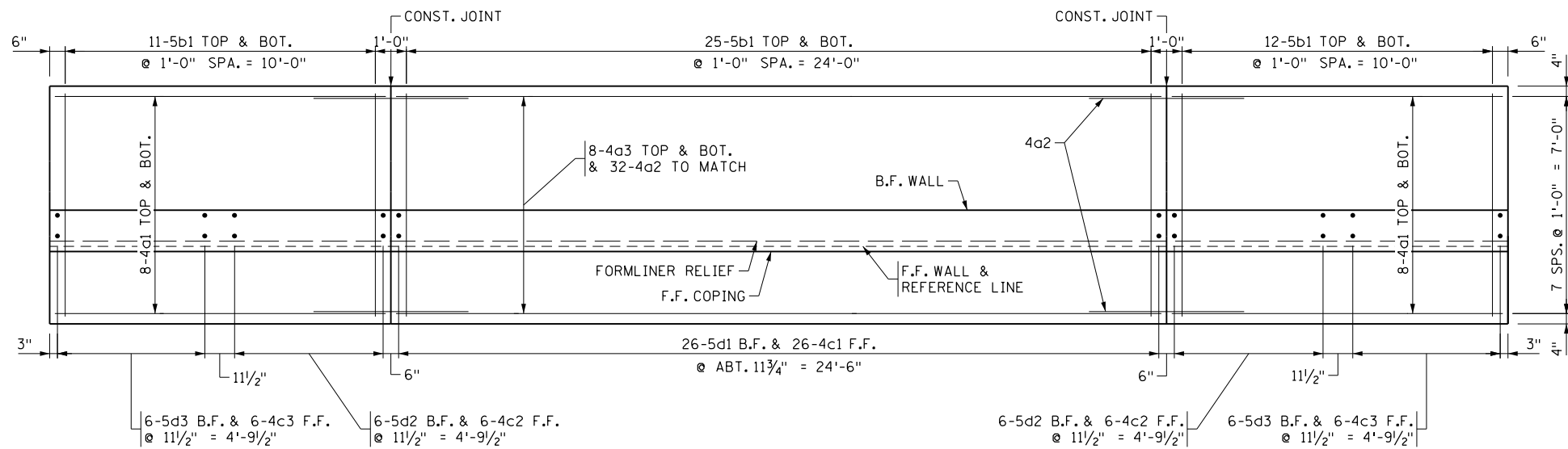
SECTION A-A



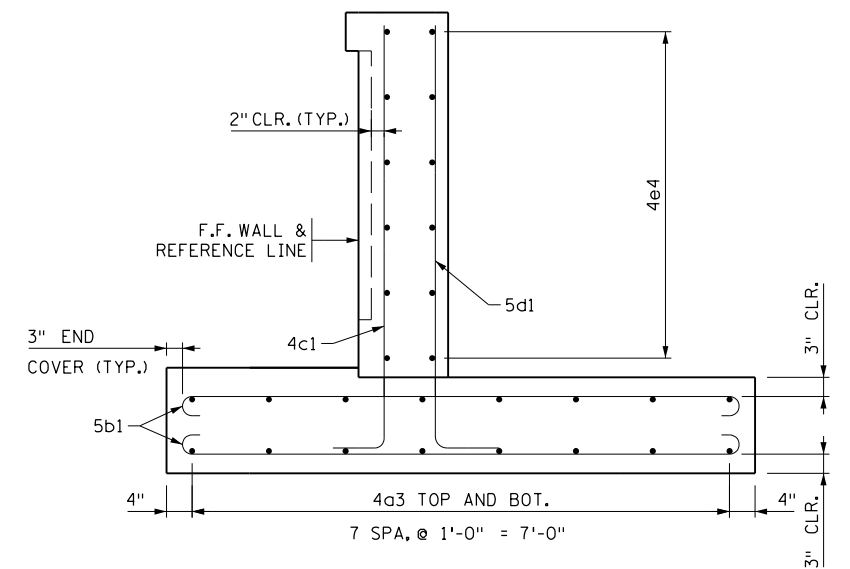
WEIR WALL REINFORCEMENT ELEVATION



SECTION B-B

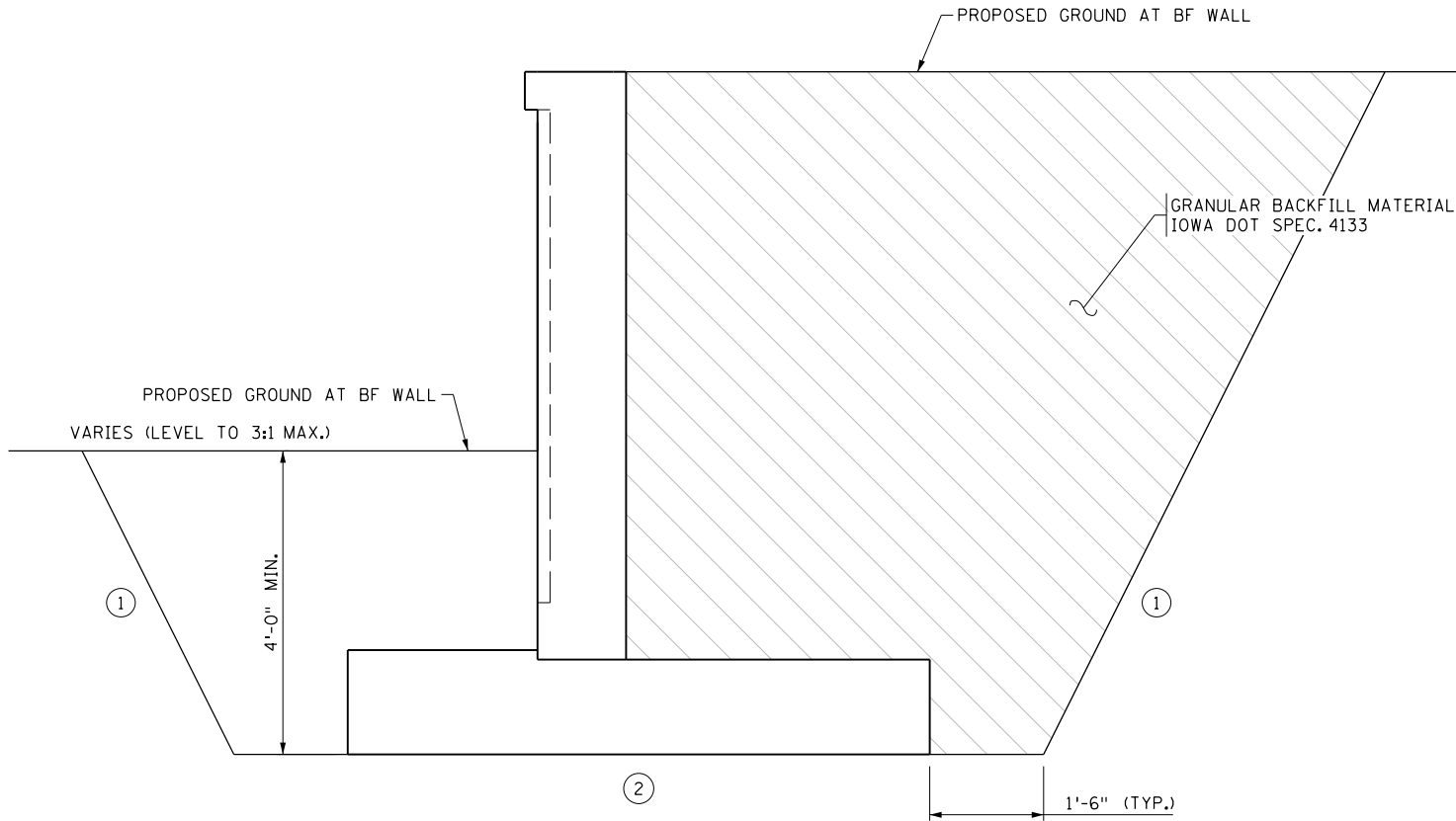


WEIR WALL REINFORCEMENT PLAN



SECTION A-A

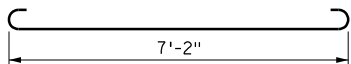
© Bolton & Menk, Inc. 2024. All Rights Reserved.
H:\MKTNA Cl IA\076131006\CADD\WORKING Cl IA-076131006\Bridge\Weir Wall\Weir03.dgn



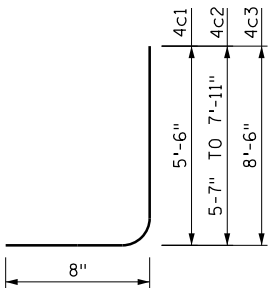
TYPICAL SECTION THROUGH WALL

NOTES:

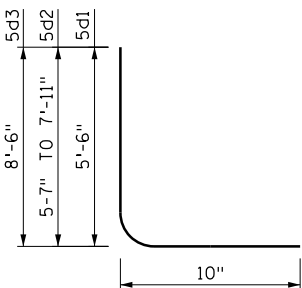
- ① EXCAVATION SLOPES TO BE DETERMINED BY OSHA REGULATIONS & IN-SITU SOILS.
- ② RETAINING WALL DESIGNED FOR A NET BEARING PRESSURE CAPACITY OF 1500 PSF. NOTIFY THE ENGINEER IF UNSUITABLE SOILS ARE ENCOUNTERED.



BAR 5b1



BAR 4c1, 4c2, 4c3



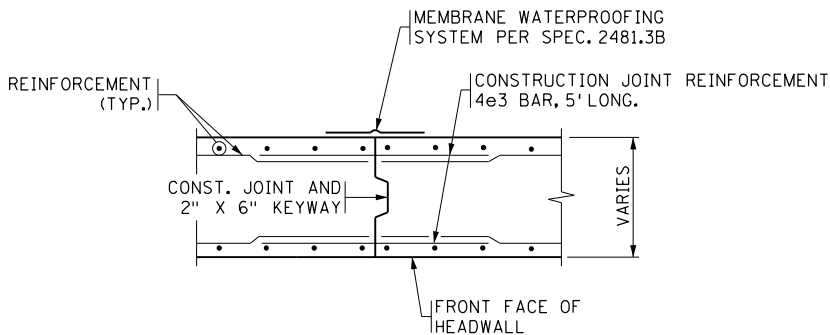
BAR 5d1, 5d2, 5d3

BILL OF REINFORCEMENT - TOTAL WEIR WALL PLAIN COATED

BAR	NUMBER	LENGTH	SHAPE	LOCATION
4a1	32	10'-6"		FOOTING LONGITUDINAL
4a2	32	5'-0"		FOOTING CONST. JOINT
4a3	16	24'-6"		FOOTING LONGITUDINAL
5b1	94	8'-4"		FOOTING TRANSVERSE

BILL OF REINFORCEMENT - TOTAL WEIR WALL EPOXY COATED

BAR	NUMBER	LENGTH	SHAPE	LOCATION
4c1	26	6'-2"		STEM VERTICAL FF
4c2	2 SETS OF 6	6'-3" TO 8'-7"		STEM VERTICAL FF
4c3	12	9'-2"		STEM VERTICAL FF
5d1	26	6'-4"		STEM VERTICAL BF
5d2	2 SETS OF 6	6'-5" TO 8'-9"		STEM VERTICAL BF
5d3	12	9'-4"		STEM VERTICAL BF
4e1	24	10'-7"		STEM LONGITUDINAL
4e2	4 SETS OF 3	4'-10" TO 8'-10"		STEM LONGITUDINAL
4e3	24	5'-0"		STEM CONST. JOINT
4e4	12	24'-7"		STEM LONGITUDINAL



CONSTRUCTION JOINT DETAIL
(TYPICAL SECTION THROUGH JOINT)



**BOLTON
& MENK**

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

DESIGNED	REV	DESCRIPTION	DATE
MDS			
DRAWN			
MDS			
CHECKED			
AJL			
CLIENT PROJ. NO.			
076.131006			

CITY OF MARSHALLTOWN, IA
RIVERVIEW PARK PHASE 1
WEIR WALL DETAILS SHEET 3 OF 3

SHEET
V.10

**RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF
TITLE OF THE EAST HALF OF 510 EAST MAIN STREET FROM THE CITY
OF MARSHALLTOWN, IOWA TO RMB COOPERATIVE**

WHEREAS, the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to convey and transfer by Quit Claim Deed, property set out and described in Section 1 hereof to RMB Cooperative; and

WHEREAS, the consideration for the transfer of the real estate to RMB Cooperative, as set forth in Section 1, has been paid at the full sum of \$1,500 (One Thousand Five Hundred and 00/100) Dollars, said sum payable to the City of Marshalltown; and

WHEREAS, the property being transferred by the City of Marshalltown, Iowa to RMB Cooperative is real estate which is not being used to the full advantage of the City, and is not required for any other public purpose, and no rights of private persons will be adversely affected and the East half of the property was conveyed by resolution 2024-120 approved on June 24, 2024; and

WHEREAS, the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location; and

WHEREAS, a notice of public hearing has been published according to law notifying the public of the proposed conveyance and transfer of title, and said public hearing was held.

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

Section 1. The City of Marshalltown, Iowa, by this resolution, approve the conveyance and transfer of title by Quit Claim Deed to RMB Cooperative of the property:

510 East Main Street, legally described as: The East Half of Lot 11, Block 7, Marshalltown, Marshall County, Iowa.

The consideration for such conveyance has been paid in the sum of \$1,500.00 (One Thousand Five Hundred and 00/100).

Section 2. The City of Marshalltown hereby approves the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

Passed this 26th day of August 2024, and signed this ____ day of August 2024.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor & City Council
FROM: Alicia Hunter, City Clerk
DATE: August 22, 2024
RE: Public hearing for conveyance of the East half of 510 E Main Street

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☐ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☒ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective:

Recommendation: Approve the conveyance of the remainder of the lot.

Budget Impact: N/A

Description/Background: The Council approved the sale of 510 East Main Street to high bidder RMB Cooperative on June 24, 2024 by Resolution 2024-120. The quit claim deed was recorded on 7/19/24 (File 2024-00002827). The legal description provided on the quit claim deed was only for the west half of the parcel. The city was granted a 657A judgement/title for only the west half (former address 510 E Main St). The city acquired the east half through tax sale in 2017 (former address 512 E Main St). The city then had the parcels combined in March of 2022 under 510 E Main St. Legal council advised we must hold another public hearing to convey the east half by quit claim deed. The public hearing will be scheduled for August 26, 2024 to correct this technical error.

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson





Recorded: 07/19/2024 at 03:46:09 PM

Amt: \$47.00 Charge Page 1 of 8

Revenue Tax:

Marshall County Iowa

Nan Benson County Recorder

File **2024-00002827**

\$47.00 chg.

Box X *Return to preparer: Alicia Hunter, City Clerk,
City of Marshalltown, Marshalltown, IA 50158, 641-754-5701

Document Title: QUIT CLAIM DEED

OWNER:
City of Marshalltown
24 North Center Street
Marshalltown, IA 50158

LEGAL DESCRIPTION:
THE WEST HALF OF LOT 11, BLOCK 7,
MARSHALLTOWN, MARSHALL COUNTY, IOWA.

GRANTOR:
City of Marshalltown
24 North Center Street
Marshalltown, IA 50158

GRANTEE:
RMB Cooperative
410 N 6th Street
Marshalltown, IA 50158

CLERK'S CERTIFICATE

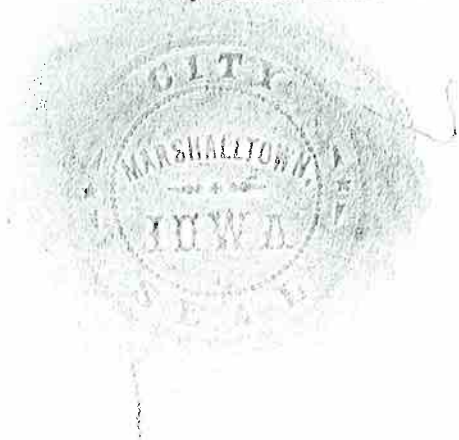
STATE OF IOWA)
) ss:
COUNTY OF MARSHALL)

I, Alicia Hunter, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Marshalltown, Iowa. That as such City Clerk I have in my possession and under my control the official records of the City of Marshalltown, Iowa. That I certify the foregoing papers to which this certificate is attached are true and correct extract of records pertaining thereto.

- a) Clerk's Certificate
- b) Quit Claim Deed
- c) Section of Council Minutes for 05/28/24 and 06/24/24
- d) Resolution 2024-120 Providing for the Conveyance and Transfer of Title for 510 East Main Street from the City of Marshalltown, Iowa to RMB Cooperative
- e) Affidavit of Publication for Public Hearing
- f) Resolution 2024-091 Setting Public Hearings for the Conveyance and Transfer of Title of City Owned Vacant Lots

Dated this 19th day of July, 2024

Alicia Hunter
Alicia Hunter, City Clerk



**COUNCIL PROCEEDINGS
MAY 28, 2024**

Mayor Greer called the meeting to order at 5:30 p.m., May 28, 2024, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call—Present: Kell, Ladehoff, Mitchell, Nichols, Schneider, Thompson. There is a vacancy for 4th Ward Councilor.

RESOLUTIONS

Mayor Greer opened a public hearing at 6:19 pm for PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 510 EAST MAIN STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RMB COOPERATIVE. No written or public comments were received. The public hearing was closed at 6:20 pm. Motion by Schneider, second by Kell to table RESOLUTION 2024-120 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 510 EAST MAIN STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RMB COOPERATIVE. Motion carried 6-0.

The meeting adjourned at 7:24 pm.
/s/ Alicia Hunter, City Clerk

**COUNCIL PROCEEDINGS
JUNE 24, 2024**

Mayor Pro-tem Ladehoff, in Mayor Greer's absence, called the meeting to order at 5:30 p.m., June 24, 2024, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call—Present: Kell, Ladehoff, Mitchell, Nichols, Schneider, Thompson. There is a vacancy for 4th Ward Councilor.

RESOLUTIONS

Motion by Nichols, second by Mitchell to UNTABLE RESOLUTION 2024-120 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 510 EAST MAIN STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RMB COOPERATIVE. Motion carried 6-0.

Motion by Thompson, second by Nichols to adopt RESOLUTION 2024-120 PROVIDING FOR THE CONVEYANCE AND TRANSFER OF TITLE FOR 510 EAST MAIN STREET FROM THE CITY OF MARSHALLTOWN, IOWA TO RMB COOPERATIVE. Motion carried 4-2, Kell and Schneider dissenting.

The meeting adjourned at 8:56 pm.
/s/ Alicia Hunter, City Clerk

Prepared By: Steven Leidinger, Lynch Dallas, P.C., P.O. Box 2457, Cedar Rapids, IA 52406, (319) 365-9101
Return To: City of Marshalltown, 24 N Center Street, Marshalltown, IA 50158, 641-754-5701
Taxpayer Information: RMB Cooperative, 410 N 6th Street, Marshalltown, IA 50158

QUIT CLAIM DEED

For the consideration of One Dollar and other valuable consideration, the **CITY OF MARSHALLTOWN, IOWA**, an Iowa municipal corporation, does hereby Quit Claim to **RMB COOPERATIVE** all of its right, title, interest, estate, claim and demand in the following described real estate in Marshall County, Iowa:

THE WEST HALF OF LOT 11, BLOCK 7, MARSHALLTOWN, MARSHALL COUNTY, IOWA.

Subject nevertheless to all easements, covenants, conditions, and restrictions of record.

There is no known private burial site, well, solid waste disposal site, underground storage tank, hazardous waste, or private sewage disposal system on the property as described in Iowa Code section 558.69, and therefore the transaction is exempt from the requirement to submit a groundwater hazard statement.

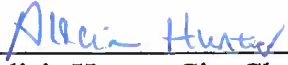
This transfer is exempt from revenue stamps and Declaration of Value pursuant to Iowa Code §428A.2(19) this being a deed executed by public officials in the performance of their official duties.

This transfer is approved by the City Council of the City of Marshalltown, Iowa Resolution No. 2024-120.

Words and phrases herein, including acknowledgment hereof, shall be construed as in the singular or plural number, and as masculine or feminine gender, according to the context.

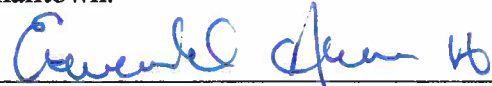
Dated this 14 day of July, 2024.

CITY OF MARSHALLTOWN, IOWA,
an Iowa municipal corporation

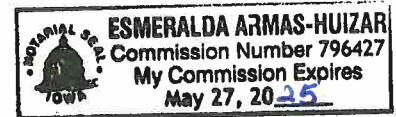
By:  Attest: 
Joel T.S. Greer, Mayor Alicia Hunter, City Clerk

STATE OF IOWA,
COUNTY OF MARSHALL, ss:

This instrument was acknowledged before me on the 19th day of July, 2024, by **Joel T.S. Greer**, as Mayor for the City of Marshalltown, Iowa known to me to be the same individual named in and who executed the foregoing document and acknowledged that he executed the same as his voluntary act and deed on behalf of the City of Marshalltown.

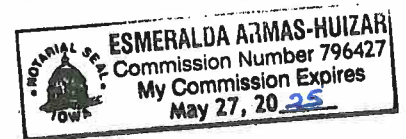

Notary Public in and for said State

STATE OF IOWA,
COUNTY OF MARSHALL, ss:



This instrument was acknowledged before me on the 19th day of July, 2024, by **Alicia Hunter**, as City Clerk for the City of Marshalltown, Iowa known to me to be the same individual named in and who executed the foregoing document and acknowledged that she executed the same as her voluntary act and deed on behalf of the City of Marshalltown.


Notary Public in and for said State



**RESOLUTION PROVIDING FOR THE CONVEYANCE AND TRANSFER OF
TITLE FOR 510 EAST MAIN STREET FROM THE CITY OF
MARSHALLTOWN, IOWA TO RMB COOPERATIVE**

WHEREAS, the Council of the City of Marshalltown, Iowa finds it is in the best interest of the City and proposes to convey and transfer by Quit Claim Deed, property set out and described in Section 1 hereof to RMB Cooperative; and

WHEREAS, the consideration for the transfer of the real estate to RMB Cooperative, as set forth in Section 1, is the full sum of \$1,500 (One Thousand Five Hundred and 00/100) Dollars, said sum payable to the City of Marshalltown; and

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

WHEREAS, the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location; and

WHEREAS, a notice of public hearing has been published according to law notifying the public of the proposed conveyance and transfer of title, and said public hearing was held.

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

Section 1. The City of Marshalltown, Iowa, by this resolution, approve the conveyance and transfer of title by Quit Claim Deed to RMB Cooperative of the property:

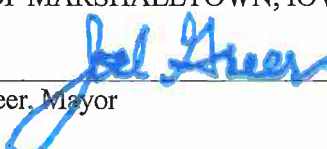
510 East Main Street, legally described as: The West Half of Lot 11, Block 7, Marshalltown, Marshall County, Iowa

The consideration for such conveyance shall be the sum of \$1,500.00 (One Thousand Five Hundred and 00/100).

Section 2. The City of Marshalltown hereby approves the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

Passed this 24th day of June 2024, and signed this 25th day of June 2024.

CITY OF MARSHALLTOWN, IOWA



Joel Greer, Mayor

ATTEST:



Alicia Hunter, City Clerk

AFFIDAVIT OF PUBLICATION

State of Florida, County of Orange, ss:

Hadley Christman, being first duly sworn, deposes and says: That (s)he is a duly authorized signatory of Column Software, PBC and duly authorized agent of Times-Republican, LLC which is a corporation for pecuniary profit organization under the law of the State of Iowa, with its principal place of business in Marshall county, Iowa; that the "Times-Republican" is a Daily newspaper of general circulation in Marshall County printed wholly in the English language and published by said corporation at the city of Marshalltown, in Marshall County, Iowa; and have personal knowledge of the facts stated herein; that the Notice hereto attached in the above entitled action was published in the regular daily edition of the said "Times-Republican" once each week for: 1 consecutive weeks on the days and dates as follows, to-wit:

PUBLICATION DATES:

May. 21, 2024

NOTICE ID: BUw5k5POM5xwZHrFR2au

PUBLISHER ID: L60004

NOTICE NAME: 2024-05-21_

Statutory fees for publishing said notice are: \$23.00

Hadley Christman

(Signed) _____

VERIFICATION

State of Florida
County of Orange

Subscribed in my presence and sworn to before me on this: 05/22/2024

[Signature]

Notary Public

Notarized remotely online using communication technology via Proof.



PAMELA BAEZ
Notary Public - State of Florida

Commission # HH 186700

Expires on October 14, 2025

NOTICE OF PUBLIC HEARING SALE OF VACANT LOTS

Public notice is hereby given that there is now on file in the City Clerk's Office a proposal to transfer and convey title by Quit Claim Deed of the following described properties.

510 East Main Street, legally described as: THE WEST HALF OF LOT 11, BLOCK 7, MARSHALLTOWN, MARSHALL COUNTY, IOWA. From the City of Marshalltown to RMB Cooperative. The consideration for such conveyance shall be the sum of \$1,500 (One Thousand Five Hundred One and 00/100).

406 Lee Street, legally described as: LOT 4, BLOCK 1, CHURCH & COTTLE'S ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA. From the City of Marshalltown to RMB Cooperative. The consideration for such conveyance shall be the sum of \$1,500 (One Thousand Five Hundred and 00/100).

708 Lee Street, legally described as: LOT 13 AND THE EAST ONE-HALF OF LOT 12, ALL IN BLOCK 8, IN SUNRISE ADDITION TO THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA. From the City of Marshalltown to RMB Cooperative. The consideration for such conveyance shall be the sum of \$1,500 (One Thousand Five Hundred and 00/100).

The final action on these property sales will be taken at the City Council meeting to be held at 10 W State Street, Marshalltown, Iowa on May 28, 2024 at 5:30 pm, at which time and place hearing will be had on any comments made in writing or orally at the said hearing, on the proposed conveyance and transfer of property. If you require special accommodations to attend the hearing such as handicapped accessibility or translation services, please contact 641-754-5701 to discuss. This notice is given as required by section 364.7 of the Code of Iowa.

Alicia Hunter, City Clerk

Published in the Times - Republican
May 21, 2024

L60004

**RESOLUTION SETTING A PUBLIC HEARING FOR THE CONVEYANCE AND
TRANSFER OF TITLE OF CITY OWNED VACANT LOTS**

WHEREAS, the City of Marshalltown is selling multiple vacant lots which were acquired through the Dangerous and Dilapidated Building Program. Demolition of all structures on each property was completed and all utilities were disconnected;

WHEREAS, the City is offering a Quit Claim Deed for the properties that are being sold as is. Sealed bids were solicited and accepted by 10:00 a.m. on May 7, 2024, with the highest bid for each lot was selected as the winning bid;

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

510 East Main Street, legally described as: The West Half of Lot 11, Block 7, Marshalltown, Marshall County, Iowa. From the City of Marshalltown to RMB Cooperative. The consideration for such conveyance shall be the sum of \$1,500 (One Thousand Five Hundred and 00/100).

406 Lee Street, legally described as: Lot 4, Block 1, Church & Cottle's Addition to Marshall, Marshall County, Iowa, subject to easements and restrictions of record. From the City of Marshalltown to RMB Cooperative. The consideration for such conveyance shall be the sum of \$1,500 (One Thousand Five Hundred and 00/100).

708 Lee Street, legally described as: Lot 13 and the East One-half of Lot 12, all in Block 8, in Sunrise Addition to the Original Town of Marshall, Marshall County, Iowa, subject to easements and restrictions of record, if any. From the City of Marshalltown to RMB Cooperative. The consideration for such conveyance shall be the sum of \$1,500 (One Thousand Five Hundred and 00/100).

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

WHEREAS, the City of Marshalltown hereby proposes the transfer of said property, subject to easements being retained and rights of way of utilities, and access to and maintenance of said utilities. Said easements, rights of way and access will be retained until such time as the utility no longer utilizes or needs facilities in this location.

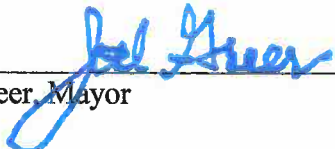
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. The City Clerk shall cause to be published the notice required by law, by publication

once in the Marshalltown Times-Republican, a newspaper having general circulation in the City of Marshalltown, Iowa, the publication to be not less than four (4) days nor more than twenty (20) days prior to the date hereinafter fixed in the City Hall, 10 W State Street, Marshalltown, Iowa, on May 28, 2024, 5:30 pm to consider any and all comments filed with the City Clerk or made in open Council to the proposal for conveyance as herein contained and to take final action thereon.

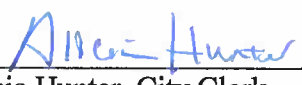
Passed this 13th day of May 2024, and signed this 14th day of May 2024.

CITY OF MARSHALLTOWN, IOWA



Joel Greer, Mayor

ATTEST:



Alicia Hunter, City Clerk

ORDINANCE 15090

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA CHAPTER 157 (LAND SUBDIVISION REGULATIONS)

WHEREAS, the City Council of the City of Marshalltown, Iowa, has adopted Chapter 157 (Land Subdivision Regulations); and

WHEREAS, the City Council has identified various issues with terms and conditions of Chapter 157 pertaining to the procedures for platting land for subdivisions across various zoning districts, which are presenting administrative difficulties; and

WHEREAS, the City Council finds the following amendments to Chapter 157 to be in the best interest of the City, the public in general, and those desirous of submitting plats to subdivide lots located in Marshalltown.

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

Section 1. Amendment. PROCEDURES FOR PLATTING

Sections 157.003(B)(10) and (11) are hereby added as follows:

(10) A Final Plat may be submitted no sooner than 14 days after the Preliminary Plat has been approved. Final Plats may only be submitted contemporaneously with a Preliminary Plat if the plat involves a simple lot split and:

- (a) all infrastructure is already in place on all resulting lots;
- (b) no single private access/street is necessary to any resulting lot; and
- (c) each lot created by the split fronts a publicly dedicated street.

(11) All storm water retention pond parcels must be combined with an adjacent parcel(s) by execution and recording of an Affidavit of Non-Severability with the developed lot and have an easement recorded on the title of all parcels the pond serves.

Section 2. Amendment. DESIGN STANDARDS FOR PLATS

Section 157.005(E)(1) is hereby deleted and superseded, in its entirety, as follows:

(1) Every lot shall front on a publicly dedicated street except in planned unit developments according to the City Zoning Ordinance and as approved by the City Council. A lot located in the General Commercial or General Industrial zone may have private access from an adjacent lot or from a private street if all the following conditions are met:

- (a) Any private access or private street must be compliant with fire code;
- (b) An easement which permits access from the adjacent lot or private street must be properly recorded with the property title of each affected lot;
- (c) Property titles of all lots must indicate that the City will not maintain or have dedication of the private street, private access or easement;
- (d) Any storm water retention pond and/or stand-alone access parcel must be combined with an adjacent developed parcel by execution and recording of an Affidavit of Non-Severability; and
- (e) All other requirements in this Code not directly related to the private access or private street still apply.

Section 3. Severability Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 4. When Effective. This ordinance shall be in full force and effect after its final passage, approval and publication as provided by law.

Passed this ____ day of _____ 2024 and signed this ____ day of _____ 2024.

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 _____ 2024, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____ 2024.

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor and City Council
FROM: Cindy Kendall
DATE: 7-17-24
RE: Amendment for Chapter 157 Land Subdivision Regulations – First Reading

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective: To more closely align Chapter 157 Land Subdivision Regulations to the current needs of the community to foster uniform development through established guideline in the Planning and Zoning Ordinances

Recommendation: Upon review of the proposed ordinance changes and a public hearing to adopt to enhance development within the community.

Budget Impact: Legal and publication fees

Description/Background: The Planning and Zoning Commission, along with Public Works Director, Heather Thomas have identified areas of the review process and regulation needing clarity and better definitions to provide guidance for future development. Some highlights include:

-Chapter 157.003 (B) (10) A Final Plat may be submitted no sooner than 14 days after the Preliminary Plat has been approved. Final Plats may be only be submitted contemporaneously with a

Preliminary Plat if the plat involves a simple lot split and

all infrastructure is already in place on all resulting lots;

no single private access/street is necessary to any resulting lot; and,

each lot created by the split fronts a publicly dedicated street.

- Chapter 157.003 (B) (11) All storm water retention pond parcels must be combined with an adjacent parcel(s) by execution and recording of an Affidavit of Non-Severability with the developed lot and have an easement recorded on the title of all parcels the pond serves.

- Chapter 57.005 (E) (1) add after the existing text:

A lot located in the General Commercial (GC) or General Industrial (GI) zone may have private access from an adjacent lot or from a private street if all the following conditions are met: (a) Any private access or private street must be compliant with fire code;

A permanent easement which permits access from the adjacent lot or private street must be properly recorded with the property title of each affected lot;

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson



Property titles of all lots must indicate that the City will not maintain or have dedication of the private street, private access or easement;

Any storm water retention pond and/or stand-alone access parcel must be combined with an adjacent developed parcel by execution and recording of an Affidavit of Non-Severability. (e) All other requirements in this code not directly related to the private access or private street shall still apply.

This has been review by the City Attorney.

This is the first reading of the amending ordinance. Council will also be asked to set the public hearing at the August 12 meeting, followed on August 26 final reading for publication and enactment.

CITY COUNCIL

Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson



**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES,
CITY OF MARSHALLTOWN, IOWA
CHAPTER 156 (PARKING, LOADING, AND STACKING)**

WHEREAS, the City Council of the City of Marshalltown, Iowa, has adopted Chapter 156 (Parking, Loading, and Stacking); and

WHEREAS, the City Staff has identified various provisions of Chapter 156 pertaining to parking design and required off-street parking that require amendment; and

WHEREAS, the City Council finds the following amendments to Chapter 156 to be in the best interest of the City and the public in general.

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

Section 1. Amendment. Sections 156.E.003(A) and 156.E.003(B), and Table 156.E.003 are hereby amended as follows, with underlining indicating added text and strikethroughs indicating removed text:

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 as required per screening per 156.F.005.
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 9	16.8	12.9	11	18	18	44.6	43.8
45	9.5 9	19.1	15.9	13	18	12.7	51.2	49.8
60	9.5 9	20.1	17.8	18	18	10.4	58.2	53.6
90	9.5 9	18	18	24	24	9	42	60

Parallel	9.5 9 ¹	21 ² (length)	21 ² (length)	12	18	N/A	30	36
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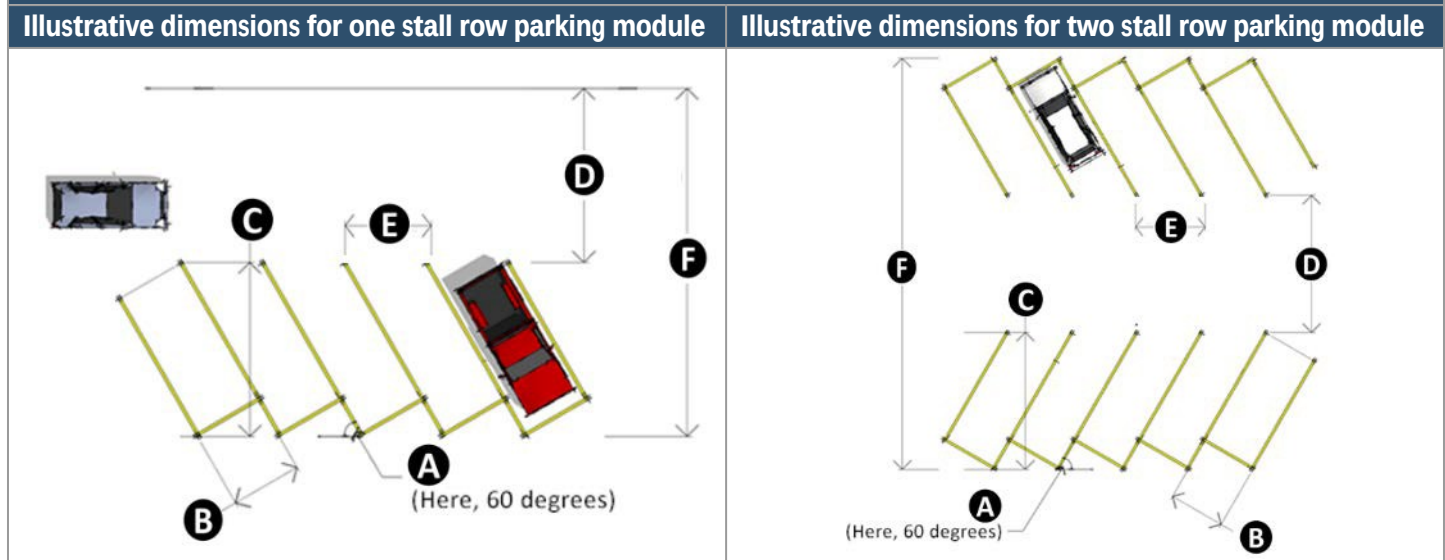
TABLE NOTES:

¹End spaces must be ± 10 feet

² End spaces must be 18 feet. Please note that accessible stalls allow 8 foot with a minimum 5 foot no parking area next to them.

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.* Areas in rear and interior side yards used to store equipment used in connection with the operation of a business located on the premises in areas zoned General Commercial or General Industrial, may be surfaced with gravel ~~or grass~~ that is maintained to eliminate blowing dust and erosion and must be screened per 156.F.005 Screening when adjacent to residential use or zoned areas or public right-of-way.

Section 2. Amendment. REQUIRED OFF-STREET PARKING

Section 156.E.004(B) and Table 156.E.004 are hereby amended as follows, with underlining indicating added text and strikethroughs indicating removed text:

- 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:
- Dimensions.* The area is at least ~~9.5~~ 9 feet wide and ~~20~~ 18 feet deep in dimension and ~~is not~~ may also be part of an access drive to a private garage or carport and shall be counted in the Minimum and Maximum Spaces of table 156.E.004 for Household Living;
 - Encroachment.* The area does not encroach upon a public sidewalk;
 - Surface.* The area has an improved hard surface as required in Section 156.E.003.B, Surfacing and Drainage; and
 - Access.* The area is accessible from the street or alley.

Table 156.E.004 Minimum and Maximum Parking (For External 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 <u>6</u> per dwelling unit
	Dwelling, Single-Family Detached	2 per dwelling unit	4 <u>6</u> per dwelling unit
	Dwelling, Duplex	2 per dwelling unit	4 <u>6</u> per dwelling unit
	Dwelling, Townhouse	2 <u>1</u> per dwelling unit	4 <u>6</u> per dwelling unit
	Dwelling, Multiplex	1 per dwelling unit	1 per bedroom
	Manufactured Home Park	Zero <u>--</u>	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 <u>2</u> per 2 beds

Table 156.E.004 Minimum and Maximum Parking (For External 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 <u>2</u> per dwelling unit
	Bed and Breakfast Home	1 per bedroom	1 <u>2</u> 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 <u>2 per lot</u>
	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 (For External 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
(For External 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
(For External 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 <u>25</u> SF dining or tasting area
	Restaurant (Other than Listed)	1 per 200 SF GFA	1 per 100 <u>25</u> SF GFA
	Restaurant, Drive-In or Drive-Through	1 per 250 SF GFA	1 per 150 <u>25</u> SF GFA
Retail Repair, Sales, and Service	All Uses	1 per 400 SF GFA	1 per 200 <u>25</u> 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 <u>25</u> SF sales and service building(s)
	Vehicle Fuel Station	1 per 400 SF GFA	1 per 200 <u>25</u> SF GFA
	Vehicle Repair, Major	1 per 250 SF GFA + 1 per employee	1 per 200 <u>25</u> SF GFA + 1 per employee
	Vehicle Service, Minor	1 per 400 SF GFA	1 per 200 <u>25</u> 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
(For External 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.

Section 3. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Severability Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 5. When Effective. This ordinance shall be in full force and effect after its final passage, approval and publication as provided by law.

Passed this ____ day of _____ 2024 and signed this ____ day of _____ 2024.

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 _____ 2024, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____ 2024.

Alicia Hunter, City Clerk

MARSHALLTOWN

I O W A

Joel Greer, Mayor
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor and City Council
FROM: Cindy Kendall
DATE: 8-26-24
RE: Amendment to Chapter 156.E.003(A) and 156.E.003B and Table 156.E.003

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective: Objective of this amendment is to update and remove conflicts with other chapters of the Marshalltown City Code related to parking, loading and stacking.

Recommendation: Begin proceedings to adopt the amendment which will also require a public hearing before final adoption.

Budget Impact: Legal and publication costs

Description/Background: Public works' staff found multiple conflicts between Chapter 72 and the Zoning Chapter 156. Council asked that Planning and Zoning Commission review the chapters in question. After multiple discussions the Planning and Zoning Commission conducted a public hearing over the proposed changes (included in your packet). Heather Thomas and Consultant Cindy Kendall participated in those discussions. Chapter 156 has also been reviewed and discussed with Bolton & Menk staff member Trey Rouse.

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff, Mark Mitchell,
Greg Nichols, Jeff Schneider, Gary Thompson



CHAPTER 72: PARKING RULES

Section

General

72.001 Definitions

Stopping, Standing or Parking

72.101 General prohibition

72.102 Overtime and alternate parking

72.103 Semi-tractors, trucks or trailers

72.104 Responsibility for vehicles

72.105 Removal of unattended vehicle from bridge, tunnel or causeway

72.106 Stopping on traveled way

72.107 Moving another's vehicle

72.108 Theaters, hotels and auditoriums

72.109 Parking at right-hand curb

72.110 Parking within lines

72.111 Parking over 24 hours

72.112 Bus stops and taxicab stands

72.113 Street right-of-way & Terrace parking

72.114 Median strips

72.115 Parking in alleys

72.116 Municipally-owned parking lots

72.117 Street parking near intersections

Parking on Residential Properties

72.201 Purpose

72.202 Scope

72.203 Driveways; number, composition, location and size

72.204 Driveway extensions in front yards; exceptions

72.205 Residential parking

- 72.206 Unlicensed, inoperable vehicles
- 72.207 Responsibility for violations
- 72.208 No prior notice, warning required

Parking on Business Properties

- 72.301 Purpose
- 72.302 Scope
- 72.303 Driveways and parking
- 72.304 Unlicensed, inoperable vehicles
- 72.305 Responsibility for violations
- 72.306 No prior notice, warning required

Special Stops

- 72.401 Railroads; obedience to signals; crossings
- 72.402 Primary roads designated as through highways
- 72.403 Emerging and yielding when emerging from private roadway, alley, building or driveway

Habitual Violator Penalty and Procedures

- 72.501 Habitual violator
- 72.502 Removal and impoundment of illegally parked vehicles
- 72.503 Right of owner to redeem impounded vehicle
- 72.504 Right to hearing
- 72.505 Conduct of hearing

Penalty

- 72.999 Penalty

GENERAL

§ 72.001 DEFINITIONS.

(A) For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

ALLEY. The same as defined in § 156.M.003 of this code of ordinances.

BUSINESS: an organization or enterprising entity engaged in commercial, industrial, or professional activities. Businesses can be for-profit entities or non-profit organizations. Excludes home occupations (home-based businesses defined in § 156.C.007.G.1).

BUSINESS DISTRICT. The same as defined in § 70.001 of this code of ordinances.

CORNER LOT. A lot located at the junction of at least two streets or private ways, or at least two segments of a curved street or private ways, at which the angle of intersection is no greater than 135 degrees.

CURB CUT OR CURB DROP. A cut made through the street curb that has previously been authorized and approved by the city.

DRIVEWAY. A surface consisting of materials allowed in section § 72.203 constructed and maintained in quality, quantity and size to prevent the creation of ruts in, or deterioration or damage to, the driveway surface or soil beneath from the operation or parking of vehicles, trailers, or recreational vehicles located within a yard and connected to an approved curb drop or entrance.

DRIVEWAY APRON. The portion of a driveway which is located in street right-of-way.

DRIVEWAY EXTENSION. The portion of a driveway which is in excess of the allotted driveway width, which is contiguous to a driveway which shall lead to a curb drop or entrance, and which consists of materials allowed in section § 72.203 constructed and maintained in quality, quantity and size to prevent the creation of ruts in, or deterioration or damage to, the driveway extension or soil beneath from the operation or parking of vehicles, trailers, recreational vehicles thereon.

DWELLING; DWELLING, APARTMENT; DWELLING, DUPLEX; DWELLING, MULTIPLEX; DWELLING, SINGLE-FAMILY ATTACHED; DWELLING, SINGLE-FAMILY DETACHED; DWELLING, TOWNHOUSE; and DWELLING, UNIT. The same as defined in § 156.M.003 of this code of ordinances.

ENTRANCE. A portion of the driveway that is the approved exit from a street or alley onto private property, which has previously been authorized and approved by the city.

FRONTAGE. The length of a property line of any one premises abutting and parallel to a public street right-of-way.

FRONT YARD. The portion of the parcel that is between the street right-of-way line and the front and closest face of the dwelling containing the primary entrance. Refer to § 156: Zoning for additional information.

LOT. A tract of land represented and identified by number or letter designation on an official plat.

REAR YARD. The portion of the parcel that remains that is not classified as either front, side street front, or side yard. Refer to § 156: Zoning for additional information.

RECREATIONAL VEHICLE. A vehicle designed for recreational use such as camping (means a vehicular or portable unit designed to be mounted on a chassis and wheels, which either has its own motive power or is mounted on or drawn by another vehicle, such as travel trailers, fifth wheel trailers, camping trailers, motor homes, or truck campers which may be used as a temporary dwelling or sleeping place.)

RESIDENCE DISTRICT. The same as defined in § 70.001 of this code of ordinances.

RESIDENTIAL ZONE. Any area of the city designated by the official zoning map of the city as Rural Residential (RR), Low-Density Residential (RL), Medium-Density Residential (RM), High-Density Residential (RH), or Planned Unit Development District with majority Residential Uses.

SIDE STREET FRONT YARD. On a corner lot, the portion of the parcel adjacent to street right-of-way that is between the front yard and parcel line opposite of the side of the primary entrance of the primary structure or dwelling. The side street front yard extends along the side of structure/dwelling and the side street to the rear lot line. Refer to § 156: Zoning for additional information.

SIDE YARD. The portion of the parcel that is between the front yard and the rear and furthest face of the primary structure or dwelling that is not adjacent to street right-of-way. Refer to § 156: Zoning for additional information.

STREET. The same as defined in § 156.M.003 of this code of ordinances.

TRAILER. The same as defined in § 70.001 of this code of ordinances.

VEHICLE. The same as defined in § 70.001 of this code of ordinances.

(B) All other words and terms, not enumerated in division (A) above shall be defined as provided in other chapters of this code of ordinances.

(2013 Code, § 20-243) (Ord. 14561, passed 10-13-1997; Ord. 14672, passed 2-26-2001; Ord. 14912, passed 11-26-2012)

STOPPING, STANDING OR PARKING

§ 72.101 GENERAL PROHIBITION.

No person shall stop, stand, or park a vehicle, trailer or recreational vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places:

- (A) On a sidewalk or portion thereof;
- (B) In front of a public or private driveway;
- (C) Within an intersection;
- (D) Within five feet of a fire hydrant;
- (E) On a crosswalk;
- (F) Within ten feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of a roadway;
- (G) Between a safety zone and the adjacent curb or within ten feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;
- (H) Within 50 feet of the nearest rail of a railroad crossing, except when parked parallel with such rail and not exhibiting a red light;
- (I) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of the entrance when properly signed;
- (J) Alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic;
- (K) On the roadway side of any vehicle, trailer, or recreational vehicle stopped or parked at the edge or curb of a street;
- (L) At any place where official signs prohibit stopping or parking;
- (M) Upon any street within the corporate limits of the city when the stopping, standing or parking is prohibited by a general ordinance of uniform application relating to removal of snow or ice from the streets;
- (N) In front of a curb cut or ramp that is located on public or private property in a manner that blocks access to the curb cut or ramp; and/or

(O) On the terrace or easement area if visual hazard.

(P) On any grass or dirt except as otherwise noted in this chapter or § 156: Zoning.

(2013 Code, § 20-159) (Ord. 68, passed 8-14-1950; Ord. 14702, passed 6-10-2003) Penalty, see § 71.999 and § 72.999.

Statutory reference:

Similar provisions, see I.C.A. § 321.358

§ 72.102 OVERTIME AND ALTERNATE PARKING.

(A) No person shall cause, allow, permit or suffer any vehicle, trailer, or recreational vehicle registered in the name of or operated by such person to be parked overtime or beyond the period of legal parking time at any location designated.

(2013 Code, § 20-160)

(B) In reference to overtime parking, the method of parking shall be as follows: every vehicle, trailer, or recreational vehicle stopped or parked upon a roadway shall be stopped or parked with the wheels parallel with and within 18 inches of the curb, and not closer than four feet end to end from another vehicle, trailer, or recreational vehicle.

(2013 Code, § 20-160.1)

(C) (1) Overtime alternate parking shall apply to all streets within the incorporate limits of the city, except as to streets or portions of streets hereinafter expressly excluded or not signed as such.

(2) Overtime alternate parking shall apply to the entire length or course of said street within the incorporate limits of the city, except as to such portion hereinafter expressly excluded or not signed as such.

(2013 Code, § 20-160.3)

(D) Streets and avenues running in an easterly and westerly direction, parking on the south side of said street or avenue prior to 9:00 a.m. is prohibited on Monday, Wednesday, Friday and Sunday, and on the north side of said street or avenue prior to 9:00 a.m. on Tuesday, Thursday and Saturday.

(2013 Code, § 20-160.4)

(E) Streets and avenues running in a northerly and southerly direction, parking shall be prohibited on the west side of said streets and avenues prior to 9:00 a.m. Tuesday, Thursday and Saturday, and on the east side of street or avenue prior to 9:00 a.m. Monday, Wednesday, Friday and Sunday.

(2013 Code, § 20-160.5)

(F) This section shall have no application and is expressly declared to be inapplicable to the existing parking ordinances or regulations in regard to the portions of streets and avenues bordering on and immediately adjacent to all public-school grounds and also the portions of streets and avenues bordering on and immediately adjacent to all parochial school grounds.

(2013 Code, § 20-160.7)

(G) (1) General.

(a) A street or avenue beginning in a straight course from Main Street in a southerly and northerly direction, and then taking a diagonal course, shall for the purpose of this section be classified throughout its length as a north and south street or avenue. A street or avenue beginning in a straight course from Center Street in an easterly and westerly direction and then taking a diagonal course, shall, for the purpose of this section, be classified throughout its length as an east and west street or avenue.

(b) All other diagonal streets or avenues shall be deemed north and south streets if they angle less than 45 degrees from true north.

(c) All other diagonal streets or avenues shall be deemed east and west streets or avenues if they angle more than 45 degrees from true north.

(2) Curved streets. Streets curved in part shall be classified as north and south streets if the major portion thereof runs in a northerly and southerly direction. Streets curved in part shall be classified as east and west streets if the major portion thereof runs in an easterly and westerly direction.

(3) Specific designations. Brentwood Road and Brentwood Place shall be deemed and is so declared north and south streets or avenues for the purpose of this section. Brentwood Terrace shall be deemed and so declared an east and west street or avenue for the purpose of this section.

(2013 Code, § 20-160.8)

(H) (1) The principal of the use of alternate sides for the control of the parking or leave standing of vehicle, trailer, or recreational vehicle is hereby established.

(2) The hour of change shall be at 9:00 a.m. on each day of the week on the streets and avenues herein covered.

(2013 Code, § 20-160.9)

(I) Appropriate signs stating thereon "NO PARKING" followed by the days of the week on which a vehicle, trailer, or recreational vehicle shall not be parked or left standing shall be placed and maintained by the Street Department adjacent to the curb along the portions of the street included in the provisions of this section.

(2013 Code, § 20-160.10)

Penalty, see § 72.999

§ 72.103 SEMI-TRACTORS, TRUCKS OR TRAILERS.

(A) The stopping, parking or leave standing of a semi-tractor, truck or trailer, either alone or in conjunction with each other with a five and one-half-ton license or more for more than three hours is considered an overtime parking violation and hereby prohibited in any residential zone in the city; provided, however, that, the Police Department shall allow parking in excess of three hours when the tractor, truck or trailer is parked to render a service in the immediate vicinity.

(B) Semi-trailers located within residential or commercial zones must be licensed, fully road operational, and may not be used for storage purposes unless part of an active city permitted construction project.

(2013 Code, § 20-170) (Ord. 14317, passed 5-29-1990; Ord. 14875, passed 7-12-2010) Penalty, see § 72.999

§ 72.104 RESPONSIBILITY FOR VEHICLES.

(A) Scope of section. This section shall apply to all vehicles, trailers, or recreational vehicles parked within the city in violation of ordinances regulating parking.

(B) Owner's responsibility. If any vehicle, trailer, or recreational vehicle is found stopped, standing or parked in any manner violative of ordinances concerning parking, when the identity of the operator cannot be determined, the owner or person or corporation in whose name the vehicle, trailer, or recreational vehicle is registered shall be held prima facie responsible for the violation.

(2013 Code, § 20-171) (Ord. 13500, passed 2-12-1979) Penalty, see § 72.999

§ 72.105 REMOVAL OF UNATTENDED VEHICLE FROM BRIDGE, TUNNEL OR CAUSEWAY.

Whenever any peace officer finds a vehicle, trailer, or recreational vehicle unattended upon any bridge or causeway or in any tunnel where such vehicle, trailer, or recreational vehicle constitutes an obstruction to traffic, such officer is authorized to provide for the removal of such vehicle, trailer, or recreational vehicle to the nearest garage or other place of safety.

(2013 Code, § 20-172) Statutory reference: Similar provisions, see I.C.A. § 321.357

§ 72.106 STOPPING ON TRAVELED WAY.

(A) (1) (i) Upon any state or federal highway outside of a business or residence district, no person shall stop, park or leave standing any vehicle, trailer, or recreational vehicle,

whether attended or unattended, upon the paved or improved or main-traveled part of the state or federal highway when it is practical to stop, park or so leave such vehicle, trailer or recreational vehicle off such part of the state or federal highway, but in every event a clear and unobstructed width of at least 20 feet of such part of the state or federal highway opposite such standing vehicle, trailer, or recreational vehicle shall be left for the free passage of other vehicles and a clear view of such stopped vehicle shall be available from a distance of 200 feet in each direction upon such state or federal highway; provided, however, school buses may stop on a state or federal highway for receiving and discharge pupils, and all other vehicles shall stop for school buses which are stopped to receive or discharge pupils, as provided in § 71.089 of this code of ordinances.

(A) (1) (ii) Upon any street outside of a business or residence district, no person shall stop, park or leave standing any vehicle, trailer or recreational vehicle, whether attended or unattended, upon the main-traveled portion of the street designed for the through movement of vehicles, exclusive of auxiliary lanes or designated parking lanes/areas thereon as otherwise permitted by the City or as set forth in approved ordinance; provided, however, school buses may stop on a street for receiving and discharge of pupils, and all other vehicles, trailers or recreational vehicles shall stop for school buses which are stopped to receive or discharge pupils, as provided in § 71.089 of this code of ordinances.

(2) This section shall not apply to a vehicle, trailer, or recreational vehicle making a turn as provided in § 71.040 of this code of ordinances.

(3) This section also does not apply to the stopping or parking of a maintenance vehicle or trailer operated by a street authority on the main-traveled way of any roadway when necessary to the function being performed and when early warning devices are properly displayed.

(B) The provisions of division (A) above shall not apply to the driver of any vehicle, trailer, or recreational vehicle that is disabled while on the paved or improved or main-traveled portion of a street in such manner and to such extent that it is impossible to avoid so stopping and temporarily leaving such disabled vehicle, trailer, or recreational vehicle in such position.

(C) Whenever any peace officer finds a vehicle, trailer, or recreational vehicle standing upon a street in violation of any of the provisions of this section, such officer is authorized to move such vehicle, trailer, or recreational vehicle or require the driver or other person in charge of the vehicle, trailer, or recreational vehicle to move the vehicle, trailer, or recreational vehicle to a position off the paved or improved or main-traveled part of such street.

(2013 Code, § 20-173) Penalty, see § 71.999 Statutory reference: Similar provisions, see I.C.A. §§ 321.354 through 321.356

§ 72.107 MOVING ANOTHER'S VEHICLE.

No person shall move a vehicle, trailer, or recreational vehicle not owned by such person into any such prohibited area or away from a curb such distance as is unlawful.

(2013 Code, § 20-174) (Ord. 68, passed 8-14-1950) Penalty, see § 71.999

Statutory reference: Similar provisions, see I.C.A. § 321.359

§ 72.108 THEATERS, HOTELS AND AUDITORIUMS.

A space of not to exceed 50 feet is reserved at the side of the street in front of any theater, auditorium or hotel having more than 25 sleeping rooms, or other building where large assemblages of people are being held, within which space, when clearly marked as such, no vehicle, trailer, or recreational vehicle shall be left standing, parked or stopped, except in taking on or discharging passengers or freight, and then only for such length of time as is necessary for such purpose.

(2013 Code, § 20-175) (Ord. 68, passed 8-14-1950) Penalty, see § 72.999

Statutory reference: Similar provisions, see I.C.A. § 321.360

§ 72.109 PARKING AT RIGHT-HAND CURB.

Except where angle or center parking or parking of a vehicle, trailer, or recreational vehicle with the left-hand wheels adjacent to and within 18 inches of the left-hand curb of a one-way roadway is permitted by ordinance, every vehicle, trailer, or recreational vehicle stopped or parked upon a roadway where there is an adjacent curb shall be so stopped or parked with the right-hand wheels of such vehicle, trailer, or recreational vehicle parallel with and within 18 inches of the right-hand curb.

(2013 Code, § 20-176) (Ord. 68, passed 8-14-1950; Ord. 8874, passed 7-12-1955; Ord. passed 4-9-1968) Penalty, see § 72.999

Statutory reference: Similar provisions, see I.C.A. § 321.361

§ 72.110 PARKING WITHIN LINES.

Whenever stalls or sections for vehicles, trailers, or recreational vehicles are marked or painted upon the surface of any street or municipally owned or leased parking lot, the driver or operator of any vehicle, trailer, or recreational vehicle shall park the vehicle, trailer, or recreational vehicle within the limits of one of the stalls or sections and not over or across the lines.

(2013 Code, § 20-177) (Ord. passed 4-9-1968) Penalty, see § 72.999

§ 72.111 PARKING OVER 24 HOURS.

(A) It shall be unlawful for any person to stop, park or leave standing any vehicle, trailer, or recreational vehicle, machinery, mobile or movable equipment of any kind upon any street, avenue, alley or highway for more than 24 consecutive hours; however, this section shall not apply to vehicles, trailers or recreational vehicles, machinery, mobile or movable equipment being used to move, deliver and/or take articles to and from a yard or building or structure located thereon or used in connection with providing a temporary service thereon for a reasonable period of time while in the active process of such use.

(2013 Code, § 20-178) (Ord. 11652, passed 4-15-1970) Penalty, see § 72.999

§ 72.112 BUS STOPS AND TAXICAB STANDS.

It shall be unlawful to stop, park or leave standing any vehicle in any bus stop or taxicab stand, except that a temporary stop may be made to load or unload passengers.

(2013 Code, § 20-179) (Ord. 68, passed 8-14-1950; Ord. 8141, passed 7-11-1951) Penalty, see § 72.999

§ 72.113 STREET RIGHT-OF-WAY & TERRACE PARKING.

Absent there being a designated parking area that does not create a visual hazard pursuant to 156.B.008a-1, it shall be unlawful for any person to park or leave standing any vehicle, trailer, or recreational vehicle on any street right-of-way or terrace area between the outside curb line of any public street, road or avenue and the outside walk line (if present) or right-of-way property line of any street at any time or to use such terrace for the storage or parking of any such vehicle, trailer, or recreational vehicle; however, this section shall not apply to vehicles, trailers or recreational vehicles, machinery, mobile or movable equipment being used to move, deliver and/or take articles to and from a yard or building or structure located thereon or used in connection with providing a temporary service thereon for a reasonable period of time while in the active process of such use.

(2013 Code, § 20-180) (Ord. 68, passed 8-14-1950; Ord. 8141, passed 7-11-1951; Ord. 14206, passed 11-13-1984) Penalty, see § 72.999

§ 72.114 MEDIAN STRIPS.

It shall be unlawful for any person to stop, park or leave standing any vehicle, trailer, or recreational vehicle on any part or portion of any median strip.

(2013 Code, § 20-181) (Ord. 13170, passed 7-11-1977) Penalty, see § 72.999

§ 72.115 PARKING IN ALLEYS.

(A) It shall be unlawful to stop, park or leave standing any vehicle, trailer, or recreational vehicle in any alley at any time, even for loading or unloading, where the city has strictly prohibited blocking of such alley by the posting of permanent or temporary signage. This subsection shall not apply to garbage, refuse or recycling collection where loading and unloading occurs with the vehicle running; persons performing the collection services stay within 30 feet of the vehicle at all times; services are immediately and continuously rendered until the vehicle is moved; and services are anticipated to take less than 2 minutes.

(B) If no designated signage prohibiting the blocking of an alley exists, an alley may be blocked only for the purposes of loading or unloading for a reasonable period of time, and in no event shall exceed 30 minutes.

(2013 Code, § 20-182) (Ord. 68, passed 8-14-1950; Ord. 8141, passed 7-11-1951) Penalty, see § 72.999

§ 72.116 MUNICIPALLY-OWNED PARKING LOTS.

(A) *Blocking access or traffic flow in parking lots.* No vehicle, trailer, or recreational vehicle shall be parked in any lot in any manner or of such size so as to block the free access or flow of traffic in and through any parking lot.

(2013 Code, § 20-230)

(B) *Impoundment of vehicles, trailers, or recreational vehicles left on municipally-owned parking lots.* Any vehicle, trailer, or recreational vehicle parked or left standing on any municipally owned or municipally leased parking lot for longer than 72 continuous hours may be removed therefrom and stored under the direction of the Police Department or Parking and Code Enforcement Officer, and all costs of such removal and storage shall be payable by the operator or owner thereof. Any expense incurred therefor shall be in addition to the assessment of any fine or costs arising out of any violation of this subchapter.

(2013 Code, § 20-231) Penalty, see § 72.999

§ 72.117 STREET PARKING NEAR INTERSECTIONS.

(A) It shall be unlawful to stop, park or leave standing any vehicle, trailer, or recreational vehicle on any street or avenue within 20 feet of the sidewalk extended to the curb at any street or avenue intersection. In areas where no sidewalk exists, it shall be the extension of the street right-of-way line.

(B) Upon application of the Director of Public Works/City Engineer at designated intersections and school crossings, it shall be unlawful to stop, park or leave

standing any vehicle, trailer, or recreational vehicle on any street or avenue within 40 feet of the sidewalk extended to the curb at any street or avenue intersection or within 40 feet of a school crossing. In areas where no sidewalk exists, it shall be the extension of the street right-of-way line.

(C) Upon approval by City Council as an ordinance, additional prohibited parking areas may be designated.

(D) In divisions (B) and (C), above, it shall be indicated by appropriate signage. Yellow striping of the curb may be used in addition, all consistent with uniform practices.

(2013 Code, § 20-234) (Ord. 14521, passed 12-11-1995) Penalty, see § 72.999

PARKING ON RESIDENTIAL PROPERTIES

§ 72.201 PURPOSE.

(A) The purpose of the residential parking regulations in this subchapter is to prevent the unreasonable diminishing or impairment of established property values and aesthetics within the city and to preserve the public health, safety and welfare.

(2013 Code, § 20-241) (Ord. 14561, passed 10-13-1997)

§ 72.202 SCOPE.

(A) The regulations in this subchapter apply to all residential zoned districts and residential use properties, regardless of zone, within the city.

(B) Nothing in this subchapter is intended to conflict or supersede regulations in Chapter 156: Zoning, Article E – Parking, Loading, and Stacking. All applicable developments or use changes must meet §156.E. Properties that have applied for and been approved for Limited Use Permit, Special Use Permit, Variance, or other zoning related requirements and waivers shall govern if a conflict in parking requirements are specifically listed and included in the permit or variance approved.

(2013 Code, § 20-242) (Ord. 14561, passed 10-13-1997)

§ 72.203 DRIVEWAYS; NUMBER, COMPOSITION, LOCATION AND SIZE.

(A) Composition of driveway and entrance surface. Under this subchapter, a driveway and entrance shall be a surface constructed of materials as follows:

	Allowable Driveway Approach Materials	Allowable Front Yard / Side Street Front Yard Driveway & Extension Materials	Allowable Rear and Side Yard Driveway & Extension Materials
Driveways Installed prior to 2010 & Continuously Maintained	Concrete, Asphalt, Seal Coat, Solid Bricks, Gravel, or Crushed Stone	Concrete, Asphalt, Seal Coat, Solid Bricks, Gravel, or Crushed Stone	Concrete, Asphalt, Seal Coat, Solid Bricks, Gravel, or Crushed Stone
Driveways Installed after 01/01/2010 and prior to 10/01/2024	Concrete, Asphalt, or Solid Bricks	Concrete, Asphalt, or Solid Bricks	Concrete, Asphalt, Seal Coat, Solid Bricks, Gravel, or Crushed Stone
Driveways Installed on or after 10/01/2024	Concrete (shall be a minimum of 6 inches) or Asphalt (shall be an equivalent strength)	Concrete, Asphalt, or Solid Bricks	Concrete, Asphalt, Seal Coat, or Solid Bricks. Exception: Gravel or Crushed Stone shall be allowed if directly connected through the driveway to a gravel street, gravel alley, or grassed alley.

Driveways shall be maintained in quality, quantity and size to prevent the creation of ruts in or deterioration or damage to the driveway or soil beneath from the operation or parking of vehicles, recreational vehicles or trailers.

(B) Location of driveway or parking areas.

(1) *Front yard.*

- a. Only one driveway shall be allowed in a front yard per street frontage, except that a duplex with garages located at each end of the building shall be permitted a driveway for each garage.

- b. No driveway shall be located in front of a dwelling, except for any dwelling area portions attached to and located above or behind a garage.
- c. A driveway shall not lead perpendicularly to the side of a garage where there is no garage door.
- d. A driveway shall be connected and lead to only one curb drop or entrance, except for residences on a corner lot located on a major or minor arterial or major collector roadway, as defined in the city's Comprehensive Plan and any future amendments to the plan, which can apply to the City Engineer for permission to connect a driveway to two curb drops for the sole purpose of allowing safe entry onto the roadway.

(2) Additional Requirements

- a. Parking of all vehicles, recreational vehicles and trailers, must be in a permanent roofed structure or on a driveway or driveway extension meeting the materials allowed in section § 72.203.
- b. Driveway and parking areas must be connected to a driveway leading from an approved curb drop or entrance.
- c. The maximum number of vehicles, recreational vehicles, and trailers, allowed to be parked at one time on a parcel outside of a permanent roofed enclosure shall be as follows:
 - i. Dwelling, Single-Family Attached; Dwelling, Single-Family Detached; Dwelling, Duplex; Dwelling, Townhouse; and Dwelling, Multiplex:
 - 1. Maximum quantity shall be in accordance with § 156.E.004.
 - 2. Any vehicle, trailer, or recreational vehicle longer than 30-feet in length shall count as two.
 - 3. There shall be a maximum of two trailers.
 - ii. Dwelling, Apartment:
 - 1. Maximum quantity shall be in accordance with § 156.E.004.
 - 2. Any vehicle, trailer, or recreational vehicle longer than 30-feet in length shall count as two.

(3) The vehicle, trailer, or recreational vehicle wheels and any component touching the ground must be located entirely on surfacing in accordance with § 72.203.A.

(4) Maintenance.

- a. Existing gravel or crushed stone must be maintained and have a minimum of 4 inches of depth, so as to be free from weeds and grass and to a depth to prevent erosion and rutting.
- b. All other surfaces must meet the requirements of division (A) above.

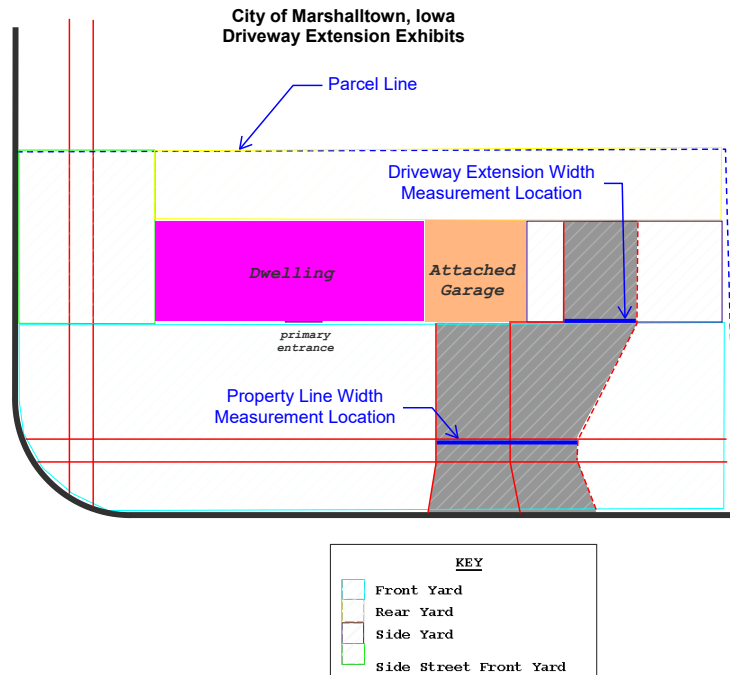
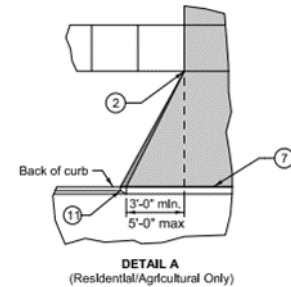
(C) *Width of driveway.*

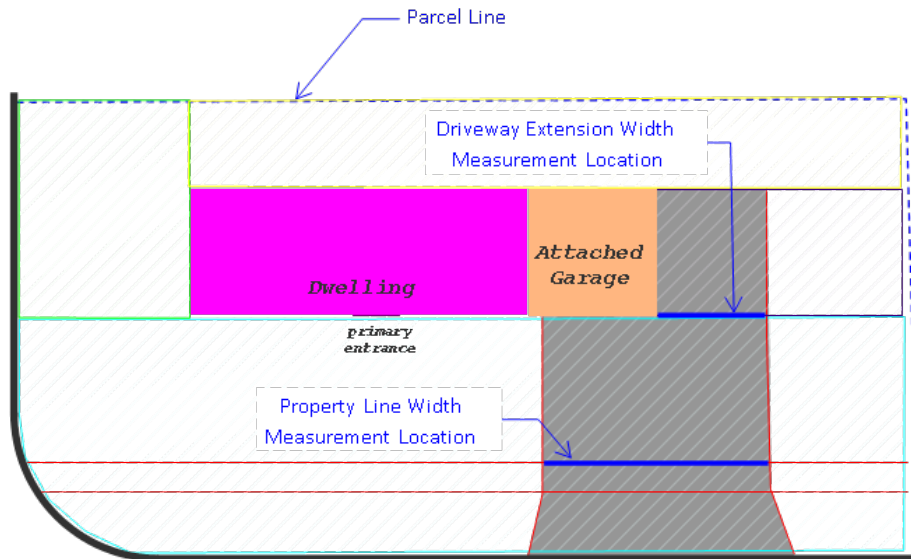
- (1) The maximum width of a driveway shall be based on the vehicle stall count of the permanent roofed vehicle enclosure (garage) and be no wider than the following:

No connected garage	10 feet (plus a maximum of one driveway extension)
1 vehicle stall wide garage	12 feet (plus a maximum of one driveway extension)
2 vehicle stall wide garage	24 feet (plus a maximum of one driveway extension)
3 vehicle stall wide garage	24 feet (plus a maximum of one driveway extension)
4 stall garages and larger	All 4-vehicle stall wide garages and larger shall be placed on the lot so all the garage doors do not face the primary street. Some or all of the doors shall be perpendicular to the street. The driveway width in the front yard shall not be greater than 24 feet, plus a maximum of one driveway extension

- (2) The driveway width shall be measured at the property line, as shown on the following exhibit.
- (3) In cases where the garage is more than four feet wider than the edge of a garage overhead door, the Engineering Office shall have the discretion to reclassify the stall count or allow driveway tapering. All approvals shall be noted on the driveway permit.
- (4) A driveway extension shall be a maximum width of 10 feet. If a driveway extension runs past the front face of the dwelling or garage as a driveway extension, the driveway extension maximum width shall be measured perpendicular to the driveway extension at the location where the extension passes the front face, as shown on the following exhibit.

- (5) In situations where a driveway extension is located along the side of a structure with a roof overhang that causes conflict of vehicles, trailers, or recreational vehicles, the driveway extension may be increased in width by the amount of the roof overhang, up to four feet. Driveway extension tapering or width changes shall be utilized to reduce the allowable width back to the requirements, as documented on the driveway permit.
- (6) A curb cut or entrance may flare out between the property line and an approved entrance or curb cut in accordance with Marshalltown Supplementary Specifications to SUDAS, so long as not to cross a property line without written/recorded permission from the adjacent property owner. For Reference Only (SUDAS 2024 allows 3-5' flare)





(D) *Exemption for large lots.* Residential lots greater than one-half acre and with a front yard depth greater than 75 feet are exempt from the provisions of division (B) above and § 72.204 of this chapter, with the exception of paving requirements. A driveway permit application is required to be submitted and approved by the city to verify that the lot qualifies as a large lot. The driveway width at the property line shall not be greater than 24 feet with no opportunity for a driveway extension.

(E) *Exemption for approved planned unit developments (PUD).*

(1) Residential PUDs which have been approved by the Plan and Zoning Commission and the City Council are exempt from the provisions of divisions (B) and (C) above and § 72.204 of this chapter only if driveway regulations are included in the approved PUD plans.

(2) All front yard driveways and driveway extensions must be paved in accordance with division (A) and (B) above.

(F) *Responsibilities of owners.* Any person, corporation or legal entity who is the owner, whether the legal or equitable titleholder, of a residential lot shall be responsible for any violation of the driveway regulations provided in divisions (A), (B) and (C) above.

(G) Reasonable variations from these requirements may be approved by the City Engineer and the Planning Department jointly for unforeseen situations or unusual property configurations.

(2013 Code, § 20-244) (Ord. 14561, passed 10-13-1997; Ord. 14672, passed 2-26-2001; Ord. 14912, passed 11-26-2012) Penalty, see § 72.999

§ 72.204 DRIVEWAY EXTENSIONS IN FRONT YARDS; EXCEPTIONS.

(A) (1) Prior written authorization of the Engineering Department or other authorized designee is required for all driveways and driveway extensions in front yards and regulations for authorization. No driveway extension shall be installed or construction thereon begun in any residential front yard without the prior written authorization of the Engineering Department or other authorized designee, issued to the owner, whether the legal or equitable title holder, of the lot.

(2) Prior to the Engineering Department or other authorized designee's consideration of any request for or issuance of a written authorization for any driveway or driveway extension in any residential front yard, any owner, whether the legal or equitable title holder, of the lot shall submit a written application and pay to the City Clerk a fee set by resolution.

(3) The Engineering Department or other authorized designee shall issue a written authorization for a driveway extension in a residential front yard to an owner, whether the legal or equitable title holder, of a residential lot, upon submission of an application by the owner and payment of the fee therefor and only if a proposed driveway extension will be in compliance with all of the following, which shall be specified in writing in each written authorization issued:

(a) One driveway extension no wider than ten feet in width shall be permitted in a front yard;

(b) A driveway extension must be contiguous and parallel to the driveway;

(c) A driveway extension must be located between the driveway and the side property line in the direction away from the dwelling, if there is sufficient space for placement between the driveway and that side property line; and

(d) The surface of a driveway extension must be a surface material allowed in section § 72.203 and constructed and maintained in quality, quantity and size to prevent the creation of ruts in or deterioration or damage to the driveway extension or soil beneath from the operation or parking of vehicles, recreational vehicles or trailers.

(4) Any person, corporation or legal entity who is the owner, whether the legal or equitable title holder, of a residential lot shall be responsible for any violation of this section pertaining to driveways or driveway extensions.

(2013 Code, § 20-245)

(B) (1) The following driveways and driveway extensions, in existence on or before 2-26-2001, are excepted or grandfathered from any of the regulations in § 72.203 of this chapter and division (A) above that would otherwise prohibit them:

(a) Driveway extensions that otherwise conforms to the driveway extension regulations prescribed by divisions (A)(3)(a), (A)(3)(b), (A)(3)(c) and (A)(3)(d) above without the necessity for Engineering Department or other authorized designee for a driveway extension that is located on the side of the driveway towards the dwelling,

regardless if there exists sufficient space to have located the extension on the side of the driveway in the direction away from the dwelling;

(b) Driveways connected and leading to one or two approved existing curb cuts or entrances, which is in the nature of a circle-type or horseshoe-type driveway, whether located in front of a dwelling that otherwise conforms to the driveway regulations prescribed by § 72.203 of this chapter; or

(c) Driveways connected and leading to only one entrance from a street or alley, although the entrance has not been authorized and approved by the city, that otherwise conforms to the driveway regulations prescribed by § 72.203 of this chapter.

(2) The grandfather exceptions provided in this section shall automatically terminate for any driveway or driveway extension that is replaced, altered or expanded on or after 2-26-2001. However, maintenance, without changing the configuration, of a grandfathered driveway or driveway extension will not terminate its grandfathered status.

(2013 Code, § 20-246)

(Ord. 14561, passed 10-13-1997; Ord. 14672, passed 2-26-2001; Ord. 14912, passed 11-26-2012) Penalty, see § 72.999

§ 72.205 RESIDENTIAL PARKING.

(A) *Residential parking off driveway or driveway extension prohibited.* It shall be unlawful for any person, corporation or legal entity to park a vehicle, trailer or recreational vehicle in the yard of any residential lot, unless the vehicle, trailer or recreational vehicle is parked completely upon a driveway, driveway extension or combination thereof or in a permanent roofed enclosure. However, this section shall not apply to vehicles, trailers, or recreational vehicles being used to move, deliver and/or take articles to and from a yard or building or structure located thereon or used in connection with providing a temporary service thereon for a reasonable period of time while in the active process of such use.

(B) Parking of trucks, other than panel or pickup trucks of less than or equal to one-ton chassis capacity, are prohibited in residential areas, except to load/unload. Heavy commercial vehicles (including tractor cab units rated over one ton) shall not be parked at any time in residential zoning districts except when work is being performed on that property.

(2013 Code, § 20-248) (Ord. 14561, passed 10-13-1997; Ord. 14672, passed 2-26-2001; Ord. 14702, passed 6-10-2003; Ord. 14912, passed 11-26-2012) Penalty, see § 72.999

§ 72.206 UNLICENSED, INOPERABLE VEHICLES.

(A) It shall be unlawful for any person, corporation or legal entity to park or store an unlicensed or inoperable vehicle, trailer, or recreational vehicle anywhere in the front, side, side street front, or rear yard, including upon any driveway or driveway extension, unless the vehicle, trailer, or recreational vehicle is parked or stored in a permanent roofed enclosure. Mere licensing of an inoperable vehicle shall not constitute a defense to the finding that such vehicle is in violation of this section.

(B) Nuisance vehicle removal, storage, redemption or disposal regulations are outline in § 95.010.

(2013 Code, § 20-249) (Ord. 14561, passed 10-13-1997; Ord. 14672, passed 2-26-2001; Ord. 14912, passed 11-26-2012) Penalty, see § 72.999

§ 72.207 RESPONSIBILITY FOR VIOLATIONS.

When the identity of the operator of a vehicle, trailer, or recreational vehicle cannot be determined, any person, corporation or legal entity who was the registered owner of such vehicle, trailer, or recreational vehicle and any person, corporation or legal entity who was in lawful possession of the residential lot where the violation occurred at the time of a violation shall be held prima facie responsible for any violation of the provisions of §§ 72.205 and 72.206 of this chapter.

(2013 Code, § 20-250) (Ord. 14561, passed 10-13-1997; Ord. 14672, passed 2-26-2001; Ord. 14912, passed 11-26-2012)

§ 72.208 NO PRIOR NOTICE, WARNING REQUIRED.

The offenses enumerated in this subchapter do not contain elements that require any prior notice or warning be given to an offender regarding any offense.

(2013 Code, § 20-251) (Ord. 14561, passed 10-13-1997; Ord. 14672, passed 2-26-2001; Ord. 14912, passed 11-26-2012)

PARKING ON BUSINESS PROPERTIES

§ 72.301 PURPOSE.

(A) The purpose of the business parking regulations in this subchapter is to prevent the unreasonable diminishing or impairment of established property values and aesthetics within the city and to preserve the public health, safety and welfare.

§ 72.302 SCOPE.

(A) The regulations in this sub-chapter apply to all commercial zoned districts and business use properties, in a residential zone, within the city.

(B) Nothing in this sub-chapter is intended to conflict or supersede regulations in Chapter 156: Zoning, Article E – Parking, Loading, and Stacking. All applicable developments or use changes must meet § 156.E. Properties that have applied for and been approved for Limited Use Permit, Special Use Permit, Variance, or other zoning related requirements and waivers shall govern if a conflict in parking requirements is specifically listed and included in the permit or variance approved.

72.303 DRIVEWAYS AND PARKING

(A) *Composition of driveway and entrance surface.* Under this sub-chapter, a driveway and entrance shall be a surface constructed of materials per table 72.203 (A). Driveways shall be maintained in quality, quantity and size to prevent the creation of ruts in or deterioration or damage to the driveway or soil beneath from the operation or parking of vehicles, trailers, recreational vehicles, or any thereon. Existing gravel or crushed stone must be maintained and have a minimum of 6 inches of depth, and be free of weeds and grass

(B) Location of driveway and parking.

(1) Front yard.

a. Parking of all vehicles, recreational vehicles and trailers, must be parked in a permanent roofed structure or on a driveway meeting the materials allowed in section § 72.303 or applicable sections of § 156 Zoning.

b. Only one driveway shall be allowed in a front yard per street frontage except where the driveway was approved as part of a parking lot.

c. No driveway shall be located in front of a dwelling unless it is the entrance to an approved parking lot.

d. A driveway shall not lead perpendicularly to the side of a garage where there is no garage door.

e. A driveway shall be connected and lead to only one curb drop or entrance, except for businesses on a corner lot located on a major or minor arterial or major collector roadway, as defined in the city's Comprehensive Plan and any future amendments to the plan, which can apply to the City Engineer for permission to connect a driveway to two curb drops for the sole purpose of allowing safe entry onto the roadway.

(2) Rear and side yards.

a. Parking of all vehicles, including licensed and operable vehicles, recreational vehicles and trailers, must be parked in a permanent roofed structure or on a driveway meeting the materials allowed in section § 72.303 or applicable sections of § 156 Zoning.

b. Driveway and parking areas in a side-yard or rear-yard must be connected to a driveway leading from an approved curb drop or entrance.

(3) Exceptions

a. For businesses with a majority sales being agricultural products or equipment and the lot(s) owned by the business site total over four acres, product or equipment for sale may be displayed on grass or gravel.

b. For a group gathering (party, club, reception, meeting, community event, etc.) an unlimited number of vehicles may be parked anywhere on a lot for a maximum of eight hours but not overnight

c. Marshall County Fairgrounds shall be exempted from these regulations.

§ 72.304 UNLICENSED, INOPERABLE VEHICLES: It shall be unlawful for any person, corporation or legal entity to park or store an unlicensed or inoperable vehicle anywhere unless it is parked or stored in a permanent roofed enclosure or allowed by § 156: Zoning, Mere licensing of an inoperable vehicle shall not constitute a defense to the finding that such vehicle is in violation of this section.

§ 72.305 RESPONSIBILITY FOR VIOLATIONS: When the identity of the operator of a vehicle cannot be determined, any person, corporation or legal entity who was the registered owner of such vehicle and any person, corporation or legal entity who was in lawful possession of the lot where the violation occurred at the time of a violation may be held prima facie responsible for any violation of this subchapter.

§ 72.306 NO PRIOR NOTICE, WARNING REQUIRED: The offenses enumerated in this subchapter do not contain elements that require any prior notice or warning be given to an offender regarding any offense.

SPECIAL STOPS

§ 72.401 RAILROADS; OBEDIENCE TO SIGNALS; CROSSINGS

(A) *Obedience to signal of train.*

(1) Whenever any driver approaches a railroad grade crossing and warning is given by automatic signal or crossing gates or a flag person or otherwise of the immediate approach of a train, the driver shall stop within 50 feet, but not less than 15 feet from the nearest track of such railroad and shall not proceed until they can do so safely.

(2) The driver shall stop and remain standing and shall not traverse such a grade crossing when a crossing gate is lowered or when a human flag person gives or continues to give a signal of the approach or passage of a train.

(2013 Code, § 20-201)

(B) *Stopping at railroad crossing.* The driver approaching a railroad grade crossing across which traffic is regulated by a stop sign, a railroad sign directing traffic to stop or an official traffic control signal displaying a flashing red or steady circular red colored light shall stop prior to crossing the railroad at the first opportunity at either the clearly marked stop line or at a point near the crossing where the driver has a clear view of the approaching railroad traffic.

(2013 Code, § 20-202)

(C) *Certain vehicles, trailers, or recreational vehicles required to stop at railroad crossings.*

(1) (a) A driver carrying passengers for hire, a school bus or a vehicle carrying hazardous material and required to stop before crossing a railroad track by motor carrier safety rules adopted under I.C.A. § 321.449, before crossing at grade any track of a railroad, shall stop within 50 feet, but not less than 15 feet from the nearest rail.

(b) While stopped, the driver shall listen and look in both directions for an approaching train and for signals indicating the approach of a train and shall not proceed until the driver can do so safely.

(2) No stop need be made at a crossing where a peace officer or a traffic control device directs traffic to proceed. No stop need be made at a crossing designated by an “exempt” sign. An exempt sign shall be posted only where the tracks have been partially removed on either side of the roadway.

(2013 Code, § 20-203)

(D) *Heavy equipment at railroad crossing.*

(1) No person shall operate or move any caterpillar tractor, steam shovel, derrick, roller or any equipment or structure having a normal operating speed of six or less mph or a vertical body or load clearance of less than nine inches above the level surface of a roadway upon or across any tracks at a railroad grade crossing without first complying with this section.

(2) Notice of any such intended crossing shall be given to a superintendent of such railroad, and a reasonable time shall be given to such railroad to provide proper protection at such crossing.

(3) Before making any such crossing, the person operating or moving any such vehicle or equipment shall first stop the vehicle or equipment not less than ten feet or more than 50 feet from the nearest rail of such railway and while so stopped shall listen and look in both directions along such track for any approaching train and for signals indicating the approach of a train and shall not proceed until the crossing can be made safely.

(4) No such crossing shall be made when warning is given by automatic signal or crossing gates or a flag person or otherwise of the immediate approach of a railroad train or car.

(2013 Code, § 20-204)

(Ord. 68, passed 8-14-1950) Penalty, see § 10.999. Statutory reference: Similar provisions, see I.C.A. §§ 321.341 through 321.344

§ 72.402 PRIMARY ROADS DESIGNATED AS THROUGH HIGHWAYS.

Primary roads and extensions of primary roads within the city are designated as through highways.

(2013 Code, § 20-205) (Ord. 68, passed 8-14-1950)

Statutory reference: Similar provisions, see I.C.A. § 321.350

§ 72.403 EMERGING AND YIELDING WHEN EMERGING FROM PRIVATE ROADWAY, ALLEY, BUILDING OR DRIVEWAY.

The driver of a vehicle emerging from a private roadway, alley, driveway or building shall stop such vehicle immediately prior to driving onto the sidewalk area and, thereafter, the driver shall proceed into the sidewalk area only when the driver can do so without danger to pedestrian traffic, and the driver shall yield the right-of-way to any vehicular traffic on the street into which the driver's vehicle is entering.

(2013 Code, § 20-206) Penalty, see § 71.999

HABITUAL VIOLATOR PENALTY AND PROCEDURES

§ 72.501 HABITUAL VIOLATOR.

(A) For the purposes of this subchapter, a delinquent parking citation-complaint is one that has not been paid within 30 days of the date upon which the violation occurred.

(B) Any person who has five or more delinquent Notice of Parking Violations issued on a vehicle, trailer, or recreational vehicle or registration plate shall be deemed a habitual violator.

(C) No person shall park a vehicle, trailer, or recreational vehicle and permit it to remain standing upon any public street or municipal lot in the city when there are five or more delinquent Notice of Parking Violations outstanding against that vehicle or registration plate.

(D) A violation of this section shall place such vehicle, trailer, or recreational vehicle in the status of an illegally parked vehicle, and the vehicle, trailer, or recreational vehicle may be dealt with pursuant to § 72.502 of this chapter.

(2013 Code, § 20-187) (Ord. 14601, passed 9-14-1998) Penalty, see § 72.999

§ 72.502 REMOVAL AND IMPOUNDMENT OF ILLEGALLY PARKED VEHICLES.

The Police Department or Parking and Code Enforcement Officer may remove and impound vehicles, trailers, or recreational vehicles that are stopped or parked in violation of this chapter or other city ordinances and, in so doing, may employ such means as are reasonably necessary. Impounded vehicles, trailers, or recreational vehicles shall be stored in a location designated by the city.

(2013 Code, § 20-188) (Ord. 14601, passed 9-14-1998)

§ 72.503 RIGHT OF OWNER TO REDEEM IMPOUNDED VEHICLE.

(A) The registered owner or person having a legal entitlement to possession of a vehicle, trailer, or recreational vehicle impounded pursuant to § 72.502 of this chapter may claim said vehicle by paying the associated city fees and the city's impoundment contractor, if one is contracted, in an amount sufficient to cover all charges attributable to the impoundment and storage of the vehicle, trailer, or recreational vehicle.

(B) If a hearing pursuant to § 72.505 of this chapter is held and a Hearing Officer determines there was no probable cause to impound the vehicle, the costs attributable to the impoundment shall be refunded upon the presentation to the city's Finance Director of:

(1) A certificate of no probable cause issued by the city; and

(2) The bond receipt.

(C) If a vehicle, trailer, or recreational vehicle was impounded pursuant to § 72.501 of this chapter, all delinquent parking citation-complaints must be satisfied. An administrative fee of \$50 will be required, payable to the City of Marshalltown.

(D) If the vehicle, trailer, or recreational vehicle is not claimed until after a hearing requested pursuant to § 72.073 of this chapter, the vehicle, trailer, or recreational vehicle may be claimed upon:

(1) Payment of all charges referred to in § 72.505 of this chapter; or

(2) Presentation of a certificate of no probable cause within two working days of its issuance to the party in possession of the vehicle, trailer, or recreational vehicle.

(E) Failure to timely present such certificate will result in assumed liability on the part of the owner or person having legal entitlement to possession to the vehicle, trailer, or recreational vehicle for all related towing and storage charges.

(2013 Code, § 20-189) (Ord. 14601, passed 9-14-1998)

§ 72.504 RIGHT TO HEARING.

(A) The registered owner or person having legal entitlement to possession of a vehicle, trailer, or recreational vehicle impounded pursuant to this subchapter has a right to a post-seizure administrative hearing before a Hearing Officer designated by the City Administrator, to determine whether there was probable cause to impound the vehicle, trailer, or recreational vehicle and any personal property contained within; provided, the registered owner or person having legal entitlement to possession files a written demand with the City Clerk's office within five business days from the date of the impoundment. A copy of this subchapter shall be given to the person requesting a hearing.

(B) Failure to request a hearing within such time period or to attend a scheduled post-seizure hearing shall be deemed a waiver of the right to such a hearing.

(2013 Code, § 20-190) (Ord. 14601, passed 9-14-1998)

§ 72.505 CONDUCT OF HEARING.

(A) The post-seizure administrative hearing held under this subchapter shall be conducted before the Hearing Officer designated by the City Administrator within a reasonable period of time, but not to exceed 15 business days, excluding Saturdays, Sundays and city holidays, from the date of receipt of a written demand. Such hearing may be continued from time to time for good cause. The sole issue before the Hearing Officer shall be whether there was probable cause to impound the vehicle, trailer, or recreational

vehicle and personal property contained within the vehicle, trailer, or recreational vehicle in question. The department causing the vehicle, trailer, or recreational vehicle to be impounded shall carry the burden of establishing that there was probable cause to impound the vehicle, trailer, or recreational vehicle in question. The Hearing Officer shall decide only that either there was probable cause to impound the vehicle, trailer, or recreational vehicle and contents, or there was no probable cause to impound the vehicle, trailer, or recreational vehicle and contents. If the Hearing Officer determines there was probable cause to impound the vehicle, trailer, or recreational vehicle and contents, the registered owner or person having legal entitlement to possession of the vehicle, trailer, or recreational vehicle is responsible for payment of all charges attributable to the impoundment and storage of the vehicle, trailer, or recreational vehicle and the costs of the administrative hearing. If the Hearing Officer determines there was no probable cause, the Hearing Officer shall prepare a certificate of no probable cause and the bond filed or charges paid shall be refunded pursuant to § 72.503 of this chapter.

(B) The proceedings at the administrative hearing shall be tape recorded by the Hearing Officer. Such tape recording shall serve as the official record of the administrative hearing for appeal purposes. The Hearing Officer shall retain all such tape recordings until the time for filing a notice of appeal has expired. If a notice of appeal is timely filed, the Hearing Officer shall retain the tape-recorded record of the administrative hearing until the appeal has been acted upon by the City Council.

(C) The decision of the Hearing Officer shall in no way affect any criminal proceeding in connection with the impoundment in question.

(D) Criminal charges, if any, may only be challenged in the appropriate court.

(2013 Code, § 20-191) (Ord. 14601, passed 9-14-1998)

§ 72.999 PENALTY.

(A) (1) The penalty for violating any alternate, sidewalk, terrace, overtime parking, over line, blocking drive, not a space, parked 24 hours, parked 48 hours, no parking 2:30-5:30 AM, no parking anytime, left side to curb, yellow curb, 18" from curb, here to corner, permit violation, occupy 2 parking spaces, or here to alley parking provisions shall be a fine of \$20 if paid within 30 days of the violation and, if not so paid within 30 days of the violation, the fine shall be \$25. The penalty for violating snow ordinance parking provisions shall be a fine of \$25 if paid within 30 days of the violation and, if not so paid within 30 days of the violation, the fine shall be \$35. The penalty for violating fire lane and yard parking provisions shall be a fine of \$30 if paid within 30 days; and, if not so paid within 30 days, the fine shall be \$35. The penalty for violating disabilities parking provisions shall be a fine of \$100. Fines shall not be paid in pennies.

(2) Payment of the fines referred to in division (A)(1) above may be made by depositing the money in the envelope provided in the courtesy box located at City Hall or the Police Department, by paying same at the City Clerk's office, City Hall, or by mailing the

fee in the envelope provided by depositing it in any proper U.S. mail box with sufficient U.S. postage affixed thereon.

(3) Each subsequent hour that the vehicle, trailer, or recreational vehicle shall remain improperly parked after each summons is issued shall constitute a new and separate violation and shall incur the same penalty.

(4) If sufficient U.S. postage is not affixed when the citation is mailed such penalty shall be \$5.

(5) To contest a penalty in this section you must personally appear at the police department within 30 days for processing of a Court Citation and shall be subject to such costs as determined by the court.

(6) A vehicle registration hold may be placed on a vehicle with delinquent Notice of Parking Violations. All fines must be paid before a hold is released.

(7) An annual fee of \$5 will be applied to all delinquent Notice of Parking Violations.

(2013 Code, § 20-168)

(2013 Code, § 20-170)

(C) Anyone violating the provisions of § 72.118 of this chapter shall be fined \$20, if paid within 30 days of the date of the violation. If not paid within 30 days the fine shall be \$25. Violations shall be charged and collected in the same manner as other parking violations, by notice of a fine payable to the City Clerk.

(2013 Code, § 20-234)

(D) (1) Composition, location and size of driveways and driveway extensions. Any person, corporation or legal entity who is the owner, whether the legal or equitable title holder, of a residential lot who violates any of the regulations for the composition, location and size of driveways and driveway extensions contained in § 72.203 and § 72.204 of this chapter may be charged either with a simple misdemeanor, which, upon conviction, is punishable pursuant to § 10.999(A) of this code of ordinances or a municipal infraction, which, upon judgment entered against a defendant, is punishable by the civil penalties and subject to the remedies defined in I.C.A. § 364.22 or any amendments thereto.

(2) Number of parked vehicles, trailers, or recreational vehicles. Any person, corporation or legal entity who is the owner, whether the legal or equitable title holder, of a residential lot who violates any of the regulations for the number of parked vehicles, trailers, or recreational vehicles contained in § 72.203(B) may be issued a Notice of Parking Violation or charged either with a simple misdemeanor for subsequent offenses, which, upon conviction, is punishable pursuant to § 10.999(A) of this code of ordinances or a municipal infraction, which, upon judgment entered against a defendant, is punishable by the civil penalties and subject to the remedies defined in I.C.A. § 364.22 or any amendments thereto. Each day that a violation occurs or is permitted to exist constitutes a separate offense, whether charged as a Notice of Parking Violation, simple misdemeanor, or municipal infraction.

(E) Habitual Violators as outlined in 72.501 must pay all delinquent Notice of Parking Violations and the administrative fee of \$50 before the City will authorize the release of said vehicle. The violator must then pay all towing and storage fees to the tow company prior to the release.

(Ord. 13560, passed 6-25-1979; Ord. 14521, passed 12-11-1995; Ord. 14540, passed 4-22-1996; Ord. 14561, passed 10-13-1997; Ord. 14665, passed 11-13-2000; Ord. 14672, passed 2-26-2001; Ord. 14714, passed 7-14-2003; Ord. 14782, passed 4-24-2006; Ord. 14912, passed 11-26-2012; Ord. 14998, passed 6-22-2020)

CHAPTER 72: PARKING RULES

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STOPPING, STANDING OR PARKING

§ 72.001 GENERAL PROHIBITION.

No person shall stop, stand, or park a vehicle, except when necessary to avoid conflict with other traffic or in compliance with the directions of a police officer or traffic control device, in any of the following places:

- (A) On a sidewalk;
- (B) In front of a public or private driveway;
- (C) Within an intersection;
- (D) Within five feet of a fire hydrant;
- (E) On a crosswalk;
- (F) Within ten feet upon the approach to any flashing beacon, stop sign or traffic control signal located at the side of a roadway;
- (G) Between a safety zone and the adjacent curb or within ten feet of points on the curb immediately opposite the ends of a safety zone, unless a different length is indicated by signs or markings;
- (H) Within 50 feet of the nearest rail of a railroad crossing, except when parked parallel with such rail and not exhibiting a red light;
- (I) Within 20 feet of the driveway entrance to any fire station and on the side of a street opposite the entrance to any fire station within 75 feet of the entrance when properly signposted;
- (J) Alongside or opposite any street excavation or obstruction when such stopping, standing or parking would obstruct traffic;
- (K) On the roadway side of any vehicle stopped or parked at the edge or curb of a street;
- (L) At any place where official signs prohibit stopping or parking;
- (M) Upon any street within the corporate limits of the city when the stopping, standing or parking is prohibited by a general ordinance of uniform application relating to removal of snow or ice from the streets;
- (N) In front of a curb cut or ramp that is located on public or private property in a manner that blocks access to the curb cut or ramp; and/or
- (O) On the terrace or easement area if visual hazard is created.

(2013 Code, § 20-159) (Ord. 68, passed 8-14-1950; Ord. 14702, passed 6-10-2003) Penalty, see § 71.999

Statutory reference:

Similar provisions, see I.C.A. § 321.358

§ 72.002 OVERTIME PARKING.

(A) No person shall cause, allow, permit or suffer any vehicle registered in the name of or operated by such person to be parked overtime or beyond the period of legal parking time at any location designated.

(2013 Code, § 20-160)

(B) In reference to overtime parking, the method of parking shall be as follows: every vehicle stopped or parked upon a roadway shall be stopped or parked with the wheels of such vehicle parallel with and within 18 inches of the curb, and not closer than four feet end to end from another vehicle.

(2013 Code, § 20-160.1)

(C) The word **VEHICLE** means every device in, upon or by which any person or property is or may be transported or drawn upon a highway, excepting devices moved by human power or used exclusively upon stationary rails or tracks.

(2013 Code, § 20-160.2)

(D) (1) Overtime alternate parking shall apply to all streets within the incorporate limits of the city, except as to streets or portions of streets hereinafter expressly excluded or not signed as such.

(2) Overtime alternate parking shall apply to the entire length or course of said street within the incorporate limits of the city, except as to such portion hereinafter expressly excluded or not signed as such.

(2013 Code, § 20-160.3)

(E) Streets and avenues running in an easterly and westerly direction, parking on the south side of said street or avenue

prior to 9:00 a.m. is prohibited on Monday, Wednesday, Friday and Sunday, and on the north side of said street or avenue prior to 9:00 a.m. on Tuesday, Thursday and Saturday.

(2013 Code, § 20-160.4)

(F) Streets and avenues running in a northerly and southerly direction, parking shall be prohibited on the west side of said streets and avenues prior to 9:00 a.m. Tuesday, Thursday and Saturday, and on the east side of street or avenue prior to 9:00 a.m. Monday, Wednesday, Friday and Sunday.

(2013 Code, § 20-160.5)

(G) This section shall have no application and is expressly declared to be inapplicable to the existing parking ordinances or regulations in regard to the portions of streets and avenues bordering on and immediately adjacent to all public school grounds and also the portions of streets and avenues bordering on and immediately adjacent to all parochial school grounds.

(2013 Code, § 20-160.7)

(H) (1) *General.*

(a) A street or avenue beginning in a straight course from Main Street in a southerly and northerly direction, and then taking a diagonal course, shall for the purpose of this section be classified throughout its length as a north and south street or avenue. A street or avenue beginning in a straight course from Center Street in an easterly and westerly direction and then taking a diagonal course, shall, for the purpose of this section, be classified throughout its length as an east and west street or avenue.

(b) All other diagonal streets or avenues shall be deemed north and south streets if they angle less than 45 degrees from true north.

(c) All other diagonal streets or avenues shall be deemed east and west streets or avenues if they angle more than 45 degrees from true north.

(2) *Curved streets.* Streets curved in part shall be classified as north and south streets if the major portion thereof runs in a northerly and southerly direction. Streets curved in part shall be classified as east and west streets if the major portion thereof runs in an easterly and westerly direction.

(3) *Specific designations.* Brentwood Road and Brentwood Place shall be deemed and is so declared north and south streets or avenues for the purpose of this section. Brentwood Terrace shall be deemed and so declared an east and west street or avenue for the purpose of this section.

(2013 Code, § 20-160.8)

(I) (1) The principal of the use of alternate sides for the control of the parking or leave standing of vehicles is hereby established.

(2) The hour of change shall be at 9:00 a.m. on each day of the week on the streets and avenues herein covered.

(2013 Code, § 20-160.9)

(J) Appropriate signs stating thereon "NO PARKING" followed by the days of the week on which a vehicle shall not be parked or left standing shall be placed and maintained by the Street Department adjacent to the curb along the portions of the street included in the provisions of this section.

(2013 Code, § 20-160.10)

Penalty, see § 71.999

§ 72.003 SEMI-TRACTORS, TRUCKS OR TRAILERS.

(A) **RESIDENTIAL ZONE** shall mean for the purpose of this section any area of the city designated by the official zoning map of the city as a R-1, R-2, R-2A, R-3, R-4, R-5, R-6 or Residential Planned Unit Development District.

(B) The stopping, parking or leave standing of a semi-tractor, truck or trailer, either alone or in conjunction with each other with a five and one-half-ton license or more for more than three hours is hereby prohibited in any residential zone in the city; provided, however, that, the Police Department shall allow parking in excess of three hours when the tractor, truck or trailer is parked to render a service in the immediate vicinity.

(C) The method and procedure of payment and collection for each violation in division (A) above shall be the same as that provided for the payment collection of fines for violation of city ordinances under state law.

(2013 Code, § 20-170) (Ord. 14317, passed 5-29-1990; Ord. 14875, passed 7-12-2010) Penalty, see § 71.999

§ 72.004 RESPONSIBILITY FOR VEHICLES AND BICYCLES.

(A) *Scope of section.* This section shall apply to all motor vehicles and bicycles parked within the city in violation of ordinances regulating parking of such motor vehicles or bicycles.

(B) *Owner's responsibility.* If any motor vehicle or bicycle is found stopped, standing or parked in any manner violative of ordinances concerning parking, when the identity of the operator cannot be determined, the owner or person or corporation in whose name the vehicle or bicycle is registered shall be held prima facie responsible for the violation.

(2013 Code, § 20-171) (Ord. 13500, passed 2-12-1979) Penalty, see § 71.999

§ 72.005 REMOVAL OF UNATTENDED VEHICLE FROM BRIDGE, TUNNEL OR CAUSEWAY.

Whenever any peace officer finds a vehicle unattended upon any bridge or causeway or in any tunnel where such vehicle constitutes an obstruction to traffic, such officer is authorized to provide for the removal of such vehicle to the nearest garage or other place of safety.

(2013 Code, § 20-172)

Statutory reference:

Similar provisions, see I.C.A. § 321.357

§ 72.006 STOPPING ON TRAVELED WAY.

(A) (1) Upon any highway outside of a business or residence district, no person shall stop, park or leave standing any vehicle, whether attended or unattended, upon the paved or improved or main-traveled part of the highway when it is practical to stop, park or so leave such vehicle off such part of the highway, but in every event a clear and unobstructed width of at least 20 feet of such part of the highway opposite such standing vehicle shall be left for the free passage of other vehicles, and a clear view of such stopped vehicle shall be available from a distance of 200 feet in each direction upon such highway; provided, however, school buses may stop on a highway for receiving and discharging pupils, and all other vehicles shall stop for school buses which are stopped to receive or discharge pupils, as provided in § 71.089 of this code of ordinances.

(2) This section shall not apply to a vehicle making a turn as provided in §71.040 of this code of ordinances.

(3) This section also does not apply to the stopping or parking of a maintenance vehicle operated by a highway authority on the main-traveled way of any roadway when necessary to the function being performed and when early warning devices are properly displayed.

(B) The provisions of division (A) above shall not apply to the driver of any vehicle that is disabled while on the paved or improved or main-traveled portion of a highway in such manner and to such extent that it is impossible to avoid so stopping and temporarily leaving such disabled vehicle in such position.

(C) Whenever any peace officer finds a vehicle standing upon a highway in violation of any of the provisions of this section, such officer is authorized to move such vehicle or require the driver or other person in charge of the vehicle to move the vehicle to a position off the paved or improved or main-traveled part of such highway.

(2013 Code, § 20-173) Penalty, see § 71.999

Statutory reference:

Similar provisions, see I.C.A. §§ 321.354 through 321.356

§ 72.007 MOVING ANOTHER'S VEHICLE.

No person shall move a vehicle not owned by such person into any such prohibited area or away from a curb such distance as is unlawful.

(2013 Code, § 20-174) (Ord. 68, passed 8-14-1950) Penalty, see § 71.999

Statutory reference:

Similar provisions, see I.C.A. § 321.359

§ 72.008 THEATERS, HOTELS AND AUDITORIUMS.

A space of not to exceed 50 feet is reserved at the side of the street in front of any theater, auditorium or hotel having more than 25 sleeping rooms, or other building where large assemblages of people are being held, within which space, when clearly marked as such, no motor vehicle shall be left standing, parked or stopped, except in taking on or discharging passengers or freight, and then only for such length of time as is necessary for such purpose.

(2013 Code, § 20-175) (Ord. 68, passed 8-14-1950) Penalty, see § 71.999

Statutory reference:

Similar provisions, see I.C.A. § 321.360

§ 72.009 PARKING AT RIGHT-HAND CURB.

Except where angle or center parking or parking of a vehicle with the left-hand wheels adjacent to and within 18 inches of the left-hand curb of a one-way roadway is permitted by ordinance, every vehicle stopped or parked upon a roadway where

there is an adjacent curb shall be so stopped or parked with the right-hand wheels of such vehicle parallel with and within 18 inches of the right-hand curb.

(2013 Code, § 20-176) (Ord. 68, passed 8-14-1950; Ord. 8874, passed 7-12-1955; Ord. passed 4-9-1968) Penalty, see § 71.999

Statutory reference:

Similar provisions, see I.C.A. § 321.361

§ 72.010 PARKING WITHIN LINES.

Whenever stalls or sections for motor vehicles are marked or painted upon the surface of any street or municipally owned or leased parking lot, the driver or operator of any motor vehicle shall park the vehicle within the limits of one of the stalls or sections and not over or across the lines.

(2013 Code, § 20-177) (Ord. passed 4-9-1968) Penalty, see § 71.999

§ 72.011 PARKING OVER 24 HOURS.

It shall be unlawful for any person to stop, park or leave standing any motor vehicle, machinery, mobile or movable equipment of any kind upon any street, avenue, alley or highway for more than 24 consecutive hours.

(2013 Code, § 20-178) (Ord. 11652, passed 4-15-1970) Penalty, see § 71.999

§ 72.012 BUS STOPS AND TAXICAB STANDS.

It shall be unlawful to stop, park or leave standing any vehicle or in any bus stop or taxicab stand, except that a temporary stop may be made to load or unload passengers.

(2013 Code, § 20-179) (Ord. 68, passed 8-14-1950; Ord. 8141, passed 7-11-1951) Penalty, see § 71.999

§ 72.013 TERRACE PARKING.

It shall be unlawful for any person to park or leave standing any motor vehicle on any terrace between the outside curb line of any public street, road or avenue and the outside walk line of any street at any time or to use such terrace for the storage or parking of any such vehicle or other object.

(2013 Code, § 20-180) (Ord. 68, passed 8-14-1950; Ord. 8141, passed 7-11-1951; Ord. 14206, passed 11-13-1984) Penalty, see § 71.999

§ 72.014 MEDIAN STRIPS.

It shall be unlawful for any person to stop, park or leave standing any motor vehicle on any part or portion of any median strip.

(2013 Code, § 20-181) (Ord. 13170, passed 7-11-1977) Penalty, see § 71.999

§ 72.015 PARKING IN ALLEYS.

It shall be unlawful to stop, park or leave standing any vehicle in any alley at any time, except for loading or unloading.

(2013 Code, § 20-182) (Ord. 68, passed 8-14-1950; Ord. 8141, passed 7-11-1951) Penalty, see § 71.999

§ 72.016 PARKING VEHICLES FOR DISPLAY OR SALE.

It shall be unlawful to use or occupy any part of the street between lot lines for the parking or standing of any vehicle, including a motor vehicle, which is owned or possession had thereof, for the purposes of sale or display.

(2013 Code, § 20-183) (Ord. 68, passed 8-14-1950; Ord. 8141, passed 7-11-1951) Penalty, see § 71.999

§ 72.017 MUNICIPALLY-OWNED PARKING LOTS.

(A) *Blocking access or traffic flow in parking lots.* No vehicle shall be parked in any lot in any manner or of such size so as to block the free access or flow of traffic in and through any parking lot.

(2013 Code, § 20-230)

(B) *Impoundment of vehicles left on municipally-owned parking lots.* Any motor vehicle parked or left standing on any municipally owned or municipally leased parking lot for longer than 72 continuous hours may be removed therefrom and stored under the direction of the Police Department. Any vehicle displayed as "for sale" or deemed inoperable as a result of mechanical, tire, or license/registration issues that is parked or left standing on any municipally owned or municipally leased parking lot for longer than 12 continuous hours may be removed therefrom and stored under the direction of the Police Department. All costs of such removal and storage shall be payable by the operator or owner thereof. Any expense incurred therefor shall be in addition to the assessment of any fine or costs arising out of any violation of this subchapter.

(2013 Code, § 20-231) Penalty, see § 71.999

(C) *Consumption of alcoholic beverages on municipal parking lots prohibited.* The consumption of alcoholic beverages, beer or wine in any municipally-owned or municipally-leased parking lot in the city is prohibited at all times.

(D) Leased parking stalls in municipally-owned parking lots shall be subject to the terms of a lease agreement with the city and the lease amount set by City Council resolution. Vehicles parked in leased stalls that did not lease that stall may be removed therefrom and stored under the direction of the Police Department. All costs of such removal and storage shall be payable by the operator or owner thereof. Any expense incurred therefor shall be in addition to the assessment of any fine or costs arising out of any violation of this subchapter.

(2013 Code, § 20-233)

(Ord. 14216, passed 6-10-1985; Ord. 14388, passed 8-10-1992; Ord. 15080, passed 12-22-2023) Penalty, see § 71.999

§ 72.018 STREET PARKING NEAR INTERSECTIONS.

(A) It shall be unlawful to stop, park or leave standing any motor vehicle on any street or avenue within 20 feet of the sidewalk extended to the curb at any street or avenue intersection.

(B) Upon application of the Director of Public Works/City Engineer, and approval of the Transportation Committee of the City Council, at designated intersections and school crossings, it shall be unlawful to stop, park or leave standing any motor vehicle on any street or avenue within 40 feet of the sidewalk extended to the curb at any street or avenue intersection or within 40 feet of a school crossing.

(C) The prohibited parking area shall be indicated by appropriate signage. Yellow striping of the curb may be used in addition, all consistent with uniform practices.

(2013 Code, § 20-234) (Ord. 14521, passed 12-11-1995) Penalty, see § 71.999

PARKING IN BUSINESS AND RESIDENTIAL YARDS

§ 72.035 PURPOSE.

The purpose of the front yard parking regulations in this subchapter is to prevent the unreasonable diminishing or impairment of established property values and aesthetics within the city and to preserve the public health, safety and welfare.

(2013 Code, § 20-241) (Ord. 14561, passed 10-13-1997)

§ 72.036 SCOPE.

The regulations proscribed in this subchapter apply to all residential zoned districts and residential real properties, regardless of zone, within the city.

(2013 Code, § 20-242) (Ord. 14561, passed 10-13-1997)

§ 72.037 DEFINITIONS.

(A) For the purpose of this subchapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

CURB DROP. A cut made through the street curb that has previously been authorized and approved by the city.

DRIVEWAY. A surface consisting of concrete, asphalt, seal coat, solid bricks, gravel or crushed stone, constructed and maintained in quality, quantity and size to prevent the creation of ruts in, or deterioration or damage to, the driveway or soil beneath from the operation or parking of motor vehicles or vehicles thereon, located within a yard and connected to an approved curb drop or entrance.

DRIVEWAY EXTENSION. The portion of a driveway which is in excess of the allotted driveway width, which is contiguous to a driveway, which shall lead to a curb drop, and which consists of concrete, asphalt, seal coat, solid bricks, gravel or crushed stone, constructed and maintained in quality, quantity and size to prevent the creation of ruts in, or deterioration or damage to, the driveway extension or soil beneath from the operation or parking of motor vehicles or vehicles, or both, thereon.

DWELLING. Any portion of a building that is designed or used for residential living purposes, not including any attached garage portion.

ENTRANCE. A portion of the driveway that is the approved exit from a street or alley onto private property, which has previously been authorized and approved by the city.

FRONT YARD. For a corner lot, means any yard of a corner lot having a frontage on a street.

MOTOR VEHICLE. The same as defined in §70.001 of this code of ordinances.

TRAILER. The same as defined in §70.001 of this code of ordinances.

VEHICLE. The same as defined in §70.001 of this code of ordinances.

(B) All other words and terms, not enumerated in division (A) above, including, but not limited to, the terms “frontage”, “lot”, “corner lot”, “street”, “yard”, “front yard”, “side yard” and “rear yard”, shall be defined as provided in the zoning ordinance, any amendments thereto or any future zoning ordinances enacted by the city.

(2013 Code, § 20-243) (Ord. 14561, passed 10-13-1997; Ord. 14672 , passed 2-26-2001; Ord. 14912, passed 11-26-2012)

§ 72.038 DRIVEWAYS; NUMBER, COMPOSITION, LOCATION AND SIZE.

(A) *Composition of driveway and entrance surface.* Under this subchapter, a driveway and entrance shall be a surface constructed of concrete, asphalt, seal coat, solid bricks, gravel or crushed stone, constructed and maintained in quality, quantity and size to prevent the creation of ruts in or deterioration or damage to the driveway or soil beneath from the operation or parking of motor vehicles or vehicles, or both, thereon.

(B) *Location of driveway or parking areas.*

(1) *Front yard.* Only one driveway shall be allowed in a front yard per street frontage, except that a duplex with garages located at each end of the building shall be permitted a driveway for each garage. No driveway shall be located in front of a dwelling, except for any dwelling area portions attached to and located above or behind a garage. A driveway shall not lead to the side of a garage where there is no garage door. A driveway shall be connected and lead to only one curb drop or entrance, except for residences on a corner lot located on a major or minor arterial or major collector roadway, as defined in the city’s Comprehensive Plan and any future amendments to the plan, which can apply to the City Engineer for permission to connect a driveway to two curb drops for the sole purpose of allowing safe entry onto the roadway. Front yard driveways constructed after 1-1-2010 shall be constructed only with solid concrete, asphalt or solid bricks.

(2) *Rear and side yards.* Parking of all vehicles, including licensed and operable vehicles, recreational vehicles and trailers, must be parked in a permanent roofed structure or on a hard surface consisting of solid concrete, asphalt, solid bricks, crushed stone or gravel. Such hard-surfaced parking areas in a side-yard or rear-yard must be connected to a driveway leading from an approved curb drop or entrance which also consists of a hard surface consisting of solid concrete, asphalt, solid bricks, gravel or crushed stone. The vehicle wheels and any component touching the ground must be located entirely on and directly above the appropriate surface.

(3) *Maintenance.* Gravel or crushed stone must be maintained so as to be free from weeds and grass and to a depth to prevent erosion and rutting. All other surfaces, including gravel or crushed stone, must meet the requirements of division (A) above. Effective 9-30-2013, not more than two vehicles, including licensed and operable vehicles, recreational vehicles and trailers shall be parked on the side or rear yard of any single-family residential property. Vehicles in excess of this number, or not parked on surfaces meeting the requirements of this section, are subject to penalties outlined in § 72.999 of this chapter.

(C) *Width of driveway.* A driveway shall be no wider than the approved existing curb cut or entrance therefor, which intersects the street, or shall be no wider than as follows:

1 vehicle stall wide garage	12 feet*
2 vehicle stall wide garage	24 feet*
3 vehicle stall wide garage	24 feet*
4 stall garages and larger	All 4-vehicle stall wide garages and larger shall be placed on the lot so all the garage doors do not face the primary street. Some or all of the doors shall be perpendicular to the street. The driveway width in the front yard shall not be greater than 24 feet, plus 1 driveway extension

NOTES TO TABLE:

* One driveway extension with a maximum width of ten feet can be added to the maximum driveway width designated, but must meet the requirements of § 72.039 of this chapter.

(D) *Exemption for large lots.* Residential lots greater than one-half acre and with a front yard depth greater than 75 feet are exempt from the provisions of division (B) above and § 72.039(A) of this chapter, with the exception of paving requirements. A driveway permit application is required to be submitted and approved by the city to verify that the lot qualifies as a large lot. The driveway width at the property line shall not be greater than 24 feet with no opportunity for a driveway extension.

(E) *Exemption for approved planned unit developments (PUD).*

(1) Residential PUDs which have been approved by the Plan and Zoning Commission and the City Council are exempt from the provisions of divisions (B) and (C) above and § 72.039 of this chapter only if driveway regulations are included in the approved PUD plans.

(2) All front yard driveways and driveway extensions must be paved in accordance with division (B)(1) above.

(F) *Responsibilities of owners.* Any person, corporation or legal entity who is the owner, whether the legal or equitable titleholder, of a residential lot shall be responsible for any violation of the driveway regulations provided in divisions (A), (B) and (C) above.

(2013 Code, § 20-244) (Ord. 14561, passed 10-13-1997; Ord. 14672, passed 2-26-2001; Ord. 14912, passed 11-26-2012) Penalty, see § 72.999

§ 72.039 DRIVEWAY EXTENSIONS IN FRONT YARDS; EXCEPTIONS.

(A) (1) Prior written authorization of the Engineering Department or other authorized designee is required for all driveways and driveway extensions in front yards and regulations for authorization. No driveway extension shall be installed or construction thereon begun in any residential front yard without the prior written authorization of the Engineering Department or other authorized designee, issued to the owner, whether the legal or equitable title holder, of the lot.

(2) Prior to the Engineering Department or other authorized designee's consideration of any request for or issuance of a written authorization for any driveway or driveway extension in any residential front yard, any owner, whether the legal or equitable title holder, of the lot shall submit a written application and pay to the City Clerk a fee set by resolution. If any driveway extension has been installed or construction thereon begun prior to Engineering Department or other authorized designee's written authorization, the fee shall double. The City Clerk is not required to accept any coin in payment of any such application fee.

(3) The Engineering Department or other authorized designee shall issue a written authorization for a driveway extension in a residential front yard to an owner, whether the legal or equitable title holder, of a residential lot, upon submission of an application by the owner and payment of the fee therefor and only if a proposed driveway extension will be in compliance with all of the following, which shall be specified in writing in each written authorization issued:

(a) One driveway extension no wider than ten feet in width shall be permitted in a front yard;

(b) A driveway extension must be contiguous and parallel to the driveway;

(c) A driveway extension must be located between the driveway and the side property line in the direction away from the dwelling, if there is sufficient space for placement between the driveway and that side property line; and

(d) The surface of a driveway extension must be a surface consisting of concrete, blacktop, asphalt or solid bricks, and constructed and maintained in quality, quantity and size to prevent the creation of ruts in or deterioration or damage to the driveway extension or soil beneath from the operation or parking of motor vehicles or vehicles, or both thereon.

(4) Any person, corporation or legal entity who is the owner, whether the legal or equitable title holder, of a residential lot shall be responsible for any violation of this section pertaining to driveways or driveway extensions.

(2013 Code, § 20-245)

(B) (1) The following driveways and driveway extensions, in existence on or before 2-26-2001, are excepted or grandfathered from any of the regulations in § 72.038 of this chapter and division (A) above that would otherwise prohibit them:

(a) Driveway extensions that otherwise conforms to the driveway extension regulations prescribed by divisions (A)(3)(a), (A)(3)(b), (A)(3)(c) and (A)(3)(d) above without the necessity for Engineering Department or other authorized designee for a driveway extension that is located on the side of the driveway towards the dwelling, regardless if there exists sufficient space to have located the extension on the side of the driveway in the direction away from the dwelling;

(b) Driveways connected and leading to one or two approved existing curb cuts or entrances, which is in the nature of a circle-type or horseshoe-type driveway, whether located in front of a dwelling that otherwise conforms to the driveway regulations prescribed by § 72.038 of this chapter; or

(c) Driveways connected and leading to only one entrance from a street or alley, although the entrance has not been authorized and approved by the city, that otherwise conforms to the driveway regulations prescribed by § 72.038 of this chapter.

(2) The grandfather exceptions provided in this section shall automatically terminate for any driveway or driveway extension that is replaced, altered or expanded on or after 2-26-2001. However, maintenance, without changing the configuration, of a grandfathered driveway or driveway extension will not terminate its grandfathered status.

(2013 Code, § 20-246)

(Ord. 14561, passed 10-13-1997; Ord. 14672, passed 2-26-2001; Ord. 14912, passed 11-26-2012) Penalty, see § 72.999

§ 72.040 FRONT YARD PARKING.

(A) Front yard parking off driveway or driveway extension prohibited. It shall be unlawful for any person, corporation or legal entity to park a motor vehicle, trailer or vehicle in the front yard of any residential lot, unless the motor vehicle, trailer or vehicle is parked completely upon a driveway, driveway extension or combination thereof or in a permanent roofed enclosure. However, this section shall not apply to motor vehicles, trailers or vehicles being used to move, deliver and/or take articles to and from a yard or building or structure located thereon or used in connection with providing a temporary service thereon for a reasonable period of time while in the active process of such use.

(B) Parking of trucks, other than panel or pickup trucks of less than one-ton capacity is prohibited in residential areas, except to load or unload. Heavy commercial vehicles, including tractor cab units rated at more than one-ton capacity, shall not be parked at any time in residential zoning districts.

(2013 Code, § 20-248) (Ord. 14561, passed 10-13-1997; Ord. 14672, passed 2-26-2001; Ord. 14702, passed 6-10-2003; Ord. 14912, passed 11-26-2012) Penalty, see § 72.999

§ 72.041 UNLICENSED, INOPERABLE MOTOR VEHICLES.

It shall be unlawful for any person, corporation or legal entity to park or store an unlicensed or inoperable motor vehicle or vehicle anywhere in the side or rear yard, including upon any driveway or driveway extension, unless the motor vehicle or vehicle is parked or stored in a permanent roofed enclosure. Mere licensing of an inoperable motor vehicle or vehicle shall not constitute a defense to the finding that such motor vehicle or vehicle is in violation of this section.

(2013 Code, § 20-249) (Ord. 14561, passed 10-13-1997; Ord. 14672, passed 2-26-2001; Ord. 14912, passed 11-26-2012) Penalty, see § 72.999

§ 72.042 RESPONSIBILITY FOR VIOLATIONS.

When the identity of the operator of a motor vehicle or vehicle cannot be determined, any person, corporation or legal entity who was the registered owner of such motor vehicle or vehicle and any person, corporation or legal entity who was in lawful possession of the residential lot where the violation occurred at the time of a violation shall be held prima facie responsible for any violation of the provisions of §§ 72.040 and 72.041 of this chapter.

(2013 Code, § 20-250) (Ord. 14561, passed 10-13-1997; Ord. 14672, passed 2-26-2001; Ord. 14912, passed 11-26-2012)

§ 72.043 NO PRIOR NOTICE, WARNING REQUIRED.

The offenses enumerated in this subchapter do not contain elements that require any prior notice or warning be given an offender regarding any offense.

(2013 Code, § 20-251) (Ord. 14561, passed 10-13-1997; Ord. 14672, passed 2-26-2001; Ord. 14912, passed 11-26-2012)

SPECIAL STOPS

§ 72.055 RAILROADS; OBEDIENCE TO SIGNALS; CROSSINGS/.

(A) Obedience to signal of train.

(1) Whenever any person driving a vehicle approaches a railroad grade crossing and warning is given by automatic signal or crossing gates or a flag person or otherwise of the immediate approach of a train, the driver of such vehicle shall stop within 50 feet, but not less than 15 feet from the nearest track of such railroad and shall not proceed until he or she can do so safely.

(2) The driver of a vehicle shall stop and remain standing and shall not traverse such a grade crossing when a crossing gate is lowered or when a human flag person gives or continues to give a signal of the approach or passage of a train.

(2013 Code, § 20-201)

(B) *Stopping at railroad crossing.* The driver of any vehicle approaching a railroad grade crossing across which traffic is regulated by a stop sign, a railroad sign directing traffic to stop or an official traffic control signal displaying a flashing red or steady circular red colored light shall stop prior to crossing the railroad at the first opportunity at either the clearly marked stop line or at a point near the crossing where the driver has a clear view of the approaching railroad traffic.

(2013 Code, § 20-202)

(C) Certain vehicles required to stop at railroad crossings.

(1) (a) The driver of a motor vehicle carrying passengers for hire, a school bus or a vehicle carrying hazardous material and required to stop before crossing a railroad track by motor carrier safety rules adopted under I.C.A. § 321.449, before crossing at grade any track of a railroad, shall stop the vehicle within 50 feet, but not less than 15 feet from the nearest rail.

(b) While stopped, the driver shall listen and look in both directions for an approaching train and for signals indicating the approach of a train and shall not proceed until the driver can do so safely.

(2) No stop need be made at a crossing where a peace officer or a traffic control device directs traffic to proceed. No stop need be made at a crossing designated by an "exempt" sign. An exempt sign shall be posted only where the tracks have been partially removed on either side of the roadway.

(2013 Code, § 20-203)

(D) Heavy equipment at railroad crossing.

(1) No person shall operate or move any caterpillar tractor, steam shovel, derrick, roller or any equipment or structure having a normal operating speed of six or less mph or a vertical body or load clearance of less than nine inches above the level surface of a roadway upon or across any tracks at a railroad grade crossing without first complying with this section.

(2) Notice of any such intended crossing shall be given to a superintendent of such railroad, and a reasonable time shall be given to such railroad to provide proper protection at such crossing.

(3) Before making any such crossing, the person operating or moving any such vehicle or equipment shall first stop the vehicle or equipment not less than ten feet or more than 50 feet from the nearest rail of such railway and while so stopped shall listen and look in both directions along such track for any approaching train and for signals indicating the approach of a train and shall not proceed until the crossing can be made safely.

(4) No such crossing shall be made when warning is given by automatic signal or crossing gates or a flag person or otherwise of the immediate approach of a railroad train or car.

(2013 Code, § 20-204)

(Ord. 68, passed 8-14-1950) Penalty, see § 72.999

Statutory reference:

Similar provisions, see I.C.A. §§ 321.341 through 321.344

§ 72.056 PRIMARY ROADS DESIGNATED AS THROUGH HIGHWAYS.

Primary roads and extensions of primary roads within the city are designated as through highways.

(2013 Code, § 20-205) (Ord. 68, passed 8-14-1950)

Statutory reference:

Similar provisions, see I.C.A. § 321.350

§ 72.057 EMERGING AND YIELDING WHEN EMERGING FROM PRIVATE ROADWAY, ALLEY, BUILDING OR DRIVEWAY.

The driver of a vehicle emerging from a private roadway, alley, driveway or building shall stop such vehicle immediately prior to driving onto the sidewalk area and, thereafter, the driver shall proceed into the sidewalk area only when the driver can do so without danger to pedestrian traffic, and the driver shall yield the right-of-way to any vehicular traffic on the street into which the driver's vehicle is entering.

(2013 Code, § 20-206) Penalty, see § 72.999

HABITUAL VIOLATOR PENALTY AND PROCEDURES

§ 72.070 HABITUAL VIOLATOR.

(A) For the purposes of this subchapter, a delinquent parking citation-complaint is one that has not been paid within 30 days of the date upon which the violation occurred.

(B) Any person who has allowed five or more overtime and/or illegal parking citation-complaints issued on a motor vehicle or registration plate to become delinquent shall be deemed to be a habitual violator.

(C) No person shall park a vehicle and permit it to remain standing upon any public street or municipal lot in the city when there are five or more delinquent parking citation-complaints outstanding against that vehicle or registration plate.

(D) A violation of this section shall place such vehicle in the status of an illegally parked vehicle, and the vehicle may be dealt with pursuant to § 72.071 of this chapter.

(2013 Code, § 20-187) (Ord. 14601, passed 9-14-1998) Penalty, see § 72.999

§ 72.071 REMOVAL AND IMPOUNDMENT OF ILLEGALLY PARKED VEHICLES.

The Police Department may remove and impound vehicles or cause vehicles to be removed and impounded when the vehicles are stopped or parked in violation of this chapter or other city ordinances and, in so doing, may employ such means as are reasonably necessary. Impounded vehicles shall be stored in a location designated by the city.

(2013 Code, § 20-188) (Ord. 14601, passed 9-14-1998)

§ 72.072 RIGHT OF OWNER TO REDEEM IMPOUNDED VEHICLE.

(A) The registered owner or person having a legal entitlement to possession of a motor vehicle impounded pursuant to § 72.071 of this chapter may claim the vehicle by paying the city or the city's impoundment contractor, if one is contracted, in an amount sufficient to cover all charges attributable to the impoundment and storage of the vehicle.

(B) If a hearing pursuant to §72.074 of this chapter is held and a Hearing Officer determines there was no probable cause to impound the vehicle, the costs attributable to the impoundment shall be refunded upon the presentation to the city's Finance Director of:

- (1) A certificate of no probable cause issued by the city; and
- (2) The bond receipt.

(C) If a motor vehicle was impounded pursuant to §72.070 of this chapter, all delinquent parking citation-complaints must

be satisfied. An administrative fee of \$50 will be required, payable to the City Clerk.

(D) If the vehicle is not claimed until after a hearing requested pursuant to §72.073 of this chapter, the vehicle may be claimed upon:

- (1) Payment of all charges referred to in §72.074 of this chapter; or
- (2) Presentation of a certificate of no probable cause within two working days of its issuance to the party in possession of the vehicle.

(E) Failure to timely present such certificate will result in assumed liability on the part of the owner or person having legal entitlement to possession to the vehicle for all related storage charges.

(2013 Code, § 20-189) (Ord. 14601, passed 9-14-1998)

§ 72.073 RIGHT TO HEARING.

(A) The registered owner or person having legal entitlement to possession of a vehicle impounded pursuant to this subchapter has a right to a post-seizure administrative hearing before a Hearing Officer designated by the City Administrator, to determine whether there was probable cause to impound the vehicle and any personal property contained within the vehicle; provided, the registered owner or person having legal entitlement to possession files a written demand with the City Clerk's office within ten days of mailing of the notice of the impoundment. A copy of this subchapter shall be given to the person requesting a hearing.

(B) Failure to request a hearing within such time period or to attend a scheduled post-seizure hearing shall be deemed a waiver of the right to such a hearing.

(2013 Code, § 20-190) (Ord. 14601, passed 9-14-1998)

§ 72.074 CONDUCT OF HEARING.

(A) The post-seizure administrative hearing held under this subchapter shall be conducted before the Hearing Officer designated by the City Administrator within a reasonable period of time, but not to exceed 15 business days, excluding Saturdays, Sundays and city holidays, from the date of receipt of a written demand. Such hearing may be continued from time to time for good cause. The sole issue before the Hearing Officer shall be whether there was probable cause to impound the vehicle and personal property contained within the vehicle in question. The department causing the vehicle to be impounded shall carry the burden of establishing that there was probable cause to impound the vehicle in question. The Hearing Officer shall decide only that either there was probable cause to impound the vehicle and contents, or there was no probable cause to impound the vehicle and contents. If the Hearing Officer determines there was probable cause to impound the vehicle and contents, the registered owner or person having legal entitlement to possession of the vehicle is responsible for payment of all charges attributable to the impoundment and storage of the vehicle and the costs of the administrative hearing. If the Hearing Officer determines there was no probable cause, the Hearing Officer shall prepare a certificate of no probable cause and the bond filed or charges paid shall be refunded pursuant to § 72.072 of this chapter.

(B) The proceedings at the administrative hearing shall be tape recorded by the Hearing Officer. Such tape recording shall serve as the official record of the administrative hearing for appeal purposes. The Hearing Officer shall retain all such tape recordings until the time for filing a notice of appeal has expired. If a notice of appeal is timely filed, the Hearing Officer shall retain the tape-recorded record of the administrative hearing until the appeal has been acted upon by the City Council.

(C) The decision of the Hearing Officer shall in no way affect any criminal proceeding in connection with the impoundment in question.

(D) Criminal charges, if any, may only be challenged in the appropriate court.

(2013 Code, § 20-191) (Ord. 14601, passed 9-14-1998)

§ 72.999 PENALTY.

(A) (1) The penalty for violating any permit parking, overtime parking, no parking any time and restricted parking provisions shall be a fine of \$20 if paid within 30 days of the violation and, if not so paid within 30 days of the violation, the fine shall be \$25. The penalty for violating fire lane parking shall be a fine of \$30 if paid within 30 days; and, if not so paid within 30 days, the fine shall be \$35. Fines shall not be paid in pennies.

(2) Payment of the fines referred to in division (A)(1) above may be made by depositing the money in the envelope provided in the courtesy box, by paying same at the City Clerk's office, City Hall, or by mailing the fee in the envelope provided by depositing it in any proper U.S. mail box with sufficient U.S. postage affixed thereon.

(3) Each subsequent hour that the vehicle shall remain improperly parked after each summons is issued shall constitute a new and separate violation and shall incur the same penalty.

(4) If such penalty provided for in divisions (A)(1) and (A)(2) above is not paid as provided or if sufficient U.S. postage is not affixed when the citation is mailed such penalty shall be \$5.

(5) If any penalty set forth in this section is not so paid as provided in this section within ten days after such violation, the person, firm or corporation liable shall be chargeable upon an information filed in the appropriate court and shall be

subject to such penalty under costs as the court shall determine.

(2013 Code, § 20-168)

(B) The fine for each violation in § 72.003 of this chapter shall be \$50, plus surcharges.

(2013 Code, § 20-170)

(C) Anyone violating the provisions of § 72.018 of this chapter shall be fined \$20, if paid within 30 days of the date of the violation. If not paid within 30 days the fine shall be \$25. Violations shall be charged and collected in the same manner as other parking violations, by notice of a fine payable to the City Clerk.

(2013 Code, § 20-234)

(D) (1) *Number of parked vehicles, composition, location and size of driveways and driveway extensions.* Any person, corporation or legal entity who is the owner, whether the legal or equitable title holder, of a residential lot who violates any of the regulations for the number of parked vehicles, composition, location and size of driveways and driveway extensions contained in §§ 72.038(A), (B) and (C) and 72.039(A)(1), (A)(2), (A)(3) and (A)(4) of this chapter is guilty of and may be charged either with a simple misdemeanor, which, upon conviction, is punishable pursuant to § 10.999(A) of this code of ordinances or a municipal infraction, which, upon judgment entered against a defendant, is punishable by the civil penalties and subject to the remedies defined in I.C.A. § 364.22 or any amendments thereto. Each day that a violation occurs or is permitted to exist constitutes a separate offense, whether charged as a simple misdemeanor or municipal infraction.

(2) *Front, side and rear yard parking regulations.* Any person, corporation or legal entity who violates any of the regulations for parking or storing a motor vehicle or vehicle in the front, side or rear yard of a residential lot contained in §§ 72.040(A) and (B) and 72.041 of this chapter is subject to the following procedures.

(a) Any such violator may be issued a notice of violation and fine due and payable to the City Clerk. The fine for any such violation shall be \$30 if paid within 30 days of the date upon which the violation occurred, and \$35 if not paid within 30 days of the date upon which the violation occurred, due and payable to the City Clerk. Each day that a violation occurs or is permitted to exist constitutes a separate violation. Payment of any such fine may be made by depositing the money in the envelope provided in any courtesy box, by payment at the City Clerk's office in City Hall, or by mailing the money in the envelope provided by depositing it in the U.S. mail with sufficient U.S. postage affixed thereon. The City Clerk is not required to accept any coin in payment of any such fine.

(b) Any such violator may be charged either with a simple misdemeanor, which, upon conviction, is punishable pursuant to § 10.999(A) of this chapter, or a municipal infraction, which, upon judgment entered against a defendant, is punishable by the civil penalties and subject to the remedies defined in I.C.A. § 364.22 or any amendments thereto, if any such violator either denies any violation contained in any notice of violation issued pursuant to division (E)(2)(a) above or fails to pay the fine provided in division (E)(2)(a) above and indicated in any notice of violation issued pursuant thereto within 30 days of the date upon which the violation occurred. Each day that a violation occurs or is permitted to exist constitutes a separate offense, whether charged under this division (E)(2)(b) as a simple misdemeanor or municipal infraction.

(2013 Code, § 20-252)

(Ord. 13560, passed 6-25-1979; Ord. 14521, passed 12-11-1995; Ord. 14540, passed 4-22-1996; Ord. 14561, passed 10-13-1997; Ord. 14665, passed 11-13-2000; Ord. 14672, passed 2-26-2001; Ord. 14714, passed 7-14-2003; Ord. 14782, passed 4-24-2006; Ord. 14912, passed 11-26-2012; Ord. 14998, passed 6-22-2020)

MARSHALLTOWN

I O W A

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24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor and City Council
FROM: Alicia Hunter, City Clerk
DATE: August 22, 2024
RE: Chapter 72: Parking Rules

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective: Review policies, procedures, and ordinances for updates.

Recommendation: Discuss parking rules and bring forward an ordinance amendment.

Budget Impact: N/A

Description/Background: The City Council discussed Chapter 72: Parking Rules at the March 11th and March 25th meetings and requested the suggested amendments be reviewed by the Plan and Zoning Commission to cross reference them with Chapter 156 Zoning. That memo is attached to the packet for your reference.

Since those initial discussions, the Plan and Zoning Commission has discussed Chapter 72: Parking Rules at multiple meetings to cross reference with the ordinance amendment that was brought forward for revision to Chapter 156 Zoning: Parking, Loading, and Stacking. They recommend moving forward with an ordinance amendment of Chapter 72.

Additionally, staff reviewed the penalty sections of Chapter 72. Parking collection procedures were discussed. Currently, for an example, an overtime parking violation is \$20, after 30 days a \$5 late fee is added, then each year an annual \$5 fee is applied. Each time a fee is adding the parking registration hold must be manually updated which is very time consuming. Staff suggest increasing the late fee to \$15 after 60 days (versus 30 days) and eliminate the annual fee. We anticipate this would encourage prompt payment compliance to avoid the late fee and would decrease the amount of times staff have to process a citation. Staff request council direction before including this change in the amendment.

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I O W A

Joel Greer, Mayor
Vacant, City Administrator
24 North Center Street
Marshalltown, IA 50158
PH 641.754.5701 | FX 641.754.5717

TO: Mayor Greer and City Council
FROM: Heather Thomas, Public Works Director
DATE: March 25, 2024
RE: Discussion - Ordinance Revision – Parking Rules (Chapter 72)

Strategic Plan:

- ☐ Strategy 1: Expand and improve development in the community.
- ☐ Strategy 2: Enhance Marshalltown's public image.
- ☒ Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services.
- ☐ Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life.

Plan Objective: Review City policies, procedures, plans, ordinances, programs and services for updates and efficiencies

Recommendation: Finalize Discussion to bring back Ordinance Revision.

Budget Impact: Minimal publication costs for ordinance revision, if passes through 3 readings.

Description/Background:

City staff have revised Chapter 72 based on the discussion from the March 11th, 2024 city council meeting and additional feedback we have received from the public since that time. We have come up with the attached ordinance revision. Due to some differences and a lack of consensus at the last discussion, we are bringing forward this as a discussion again. This would provide for the following Ordinance Amendment schedule:

Discussion – March 11th, 2024
Discussion – March 25th, 2024
1st Reading – April 8th, 2024
2nd Reading – April 22nd, 2024
3rd Reading – May 13th, 2024
Effective – May 20th 2024

Specific changes and outcomes from that discussion and additional city staff review include:

1. Added/Clarified 24-Hour restriction to parking in street right-of-way or terraces (on approved parking surfaces that don't create visibility concern).
2. Added language that prohibits parking in alleys for loading/unloading of goods when city has installed permanent or temporary signage (exception with specific garbage/recycling requirements).

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3. Clarified and added language to set apart Chapters 72 Parking and 156 Zoning:
 - a. Chapter 72 applies to all properties / areas.
 - b. Chapter 156 parking regulations only apply to new development or projects where redevelopment hits certain triggers.
 - c. Cross checked parking count restrictions to prevent conflicting regulations.
4. Allowable driveway material changes:
 - a. Driveway Approaches
 - i. Proposed: Concrete or Asphalt
 - ii. Previous: Concrete, Asphalt, or Solid Brick
 - b. Front Yard Driveways
 - i. No Change (Concrete, Asphalt, or Solid Brick)
 - c. Side & Rear Yard Driveways / Parking
 - i. Proposed: Concrete, Asphalt, Seal Coat, or Solid Bricks.
 - ii. Proposed Exception: Gravel or Crushed Stone shall be allowed if directly connected through the driveway to a gravel street, gravel alley, or grassed alley.
 - iii. Previous: [Depends on which code section you were looking at], but in Ch 72: Concrete, Asphalt, Seal Coat, Solid Bricks, Gravel, or Crushed Stone
5. Provided option for unconnected Parking Pad:
 - a. A maximum of two parking pad spaces may be created per parcel without connection to a driveway, curb drop, or entrance for seasonal or temporary parking of licensed and operable vehicle that is not moved or driven off the parking pad more than 6 times annually and does not create ruts in the yard exceeding ½-inch as a result. The parking pad shall meet materials allowed in section § 72.038 and not be larger than 12-ft x 24-ft for each pad. Stand-alone parking pads shall not be closer than five feet to any established property line.
6. Modified section on Max # of Operable Vehicles in Rear & Side Yards:
 - a. No change - DWELLING, SINGLE-FAMILY ATTACHED; DWELLING, SINGLE-FAMILY DETACHED; DWELLING, DUPLEX; and DWELLING, TOWNHOUSE: Not more than two (2) per dwelling unit. (Effective 9-30-2013)
 - b. Added - DWELLING, MULTIPLEX and DWELLING, APARTMENT: Not more than one and a half (1.5) per dwelling unit, unless parking area was/is:
 - i. Submitted and approved with a City of Marshalltown Building or Parking Lot permit
 - ii. Constructed of concrete, asphalt, or solid brick.
 - iii. Meet all requirements of § 156, Article E, including maximum stall counts. (Effective 5-1-2024)
 - c. Added (Citizen Comment) - On properties where there is no front yard driveway, the above numbers of allowed vehicles shall be allowed to be increased by one half (0.5).
 - d. Clarified - Where calculations yield a fractional result, only fractions of 0.5 or greater shall be rounded to the higher whole number.

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7. Modified driveway width allowances:
 - a. Added – Where not connected to garage, 10-ft width + 1 extension
 - b. Changed – Driveway Extension Width from 10-ft to 14ft
 - c. Added - In cases where the garage is more than four feet wider than the edge of a garage overhead door, the Engineering Office shall have the discretion to reclassify the # of vehicle stalls the garage is based on the width the garage is and not the # of vehicles the door allows.
 - d. Added clarification - Where the driveway maximum allowable widths do not provide for the desired and allowable parking for properties of DWELLING, MULTIPLEX and DWELLING, APARTMENT, parking lots shall be required. Parking Lots shall be:
 - i. Submitted and approved with a City of Marshalltown Building or Parking Lot permit
 - ii. Constructed of concrete, asphalt, or solid brick.
 - iii. Meet all requirements of § 156, Article E, including maximum stall counts. (Effective 5-1-2024)
8. Previously the section was called, “Parking in Business and Residential Yards”; however, sections seemed to limit most of the requirements / scope to residential. We pulled a section out specific to business yards only:
 - i. Required driveway/parking composition to meet residential driveway material requirements or Ch 156 zoning requirements <intent/desire – not allow grass parking; however, P&Z may need to review further>. Ch 156 does have provision “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.”
 - ii. Unlicensed / inoperable vehicles – made it unlawful for these to be located outside unless allowed by Ch 156 Zoning Code (ie junk yards, short term storage for mechanic/repair shop)
 - iii. Allowed for violations to be responsibility of property owners & registered vehicle owners. Confirmed no prior warnings are required – can go direct to penalties.
9. Based on Council concern of waiving yard parking requirements during snow alerts sending mixed messages to residents, that was not incorporated in the ordinance revision.
10. Updated Violator and Penalty Sections to reference Fees set by Resolution.

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FROM 03/11/24 DISCUSSION

In 2023, Public Works staff noted discrepancies between Zoning Code Chapter 156 that was adopted by Council in 2022 and sections of Chapter 72, Parking Rules. As staff began looking at updating Chapter 72 to get rid of the discrepancies, we determined several sections in the Chapter deserved further review and potential updates.

Engineering staff that issue permits and perform inspections on driveways have relayed some concerns / comments from property owners and contractors. Many of these concerns are related to the size restrictions that the City currently has for driveway and driveway extensions; staff have met internally and worked to incorporate those changes into this proposed revision. The current dimension restrictions were in the code at least as far back as 1997; however, with some of the parking challenges that certain properties have, we are proposing to modify them in an attempt to balance zoning restrictions and a private property's ability to accommodate vehicles when the lot can accommodate them.

We also received complaints and comments frequently about "yard parking". Our current code prohibits parking on a grassed yard and also eliminated gravel as a driveway material option for front yard driveways installed after January 1, 2010. During November and December of 2023, Engineering staff looked for potential yard parking violations and compiled a list of 364 potential yard parking violations. Some of these were parked on gravel-ish driveways which we have not reviewed historically aerials to determine if they were gravel drives in place prior to 2010 or not. Before looking closer at each of these 364 properties further, we hoped to clarify and update our code section so that we can provide educational outreach and potential options for these property owners that are in violation.

We have attached our current Chapter 72, Parking Rules with changes tracked. A summary of some of the proposed changes / issues include:

1. Inconsistency in driveway and parking material requirements / definition of "All-Weather":
 - a. Zoning code (Ch 156) requires that all parking spaces consist of asphalt, concrete, or other all-weather surface approved by City Engineer. In definitions "ALL-WEATHER SURFACE is defined by 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." Zoning has been enforcing "all weather" to mean concrete or asphalt and not allow gravel.
 - b. Fire code requires that fire access routes (typically multi-residential, industrial, commercial uses) have all-weather driving surface of asphalt or concrete capable of supporting apparatus weight load of 40 Tons. Graded stone is not an acceptable "all-weather" material.
 - c. Chapter 72 requires drives in front yards (after 01/01/2010) to be concrete, asphalt, or solid bricks.
 - d. Driveway Permitting requires:
 - i. All driveways and sidewalks installed in street ROW to be a minimum of 6-inches of Portland Cement Concrete or equivalent strength asphalt.
 - ii. All driveways and extensions on private property must be concrete, asphalt, or brick. Use of gravel on any new driveway or driveway extension is prohibited. Existing gravel drives must be maintained with fresh gravel, as needed, and be clear of weeds and grass.

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2. Conflicting information on terrace / street right-of-way parking:
 - a. Revised language to clarify, parking in terrace area is allowed only if:
 - i. it does not create a visual hazard
 - ii. it is designated parking area
 - iii. vehicles aren't there for more than 24 consecutive hours
3. Recommended changes to residential driveway extension allowed widths:
 - i. Change from 10-ft to 16-ft

There are several sections we are requesting council input to determine what the ordinance should be. These include:

1. Confirmation of allowable materials for driveways and parking areas.
 - a. Staff recommendation (with discussion desired in red):
 - i. All driveways and parking areas (regardless of zoning district) shall be concrete, asphalt, or brick. This applies to front, **side, and rear yards**.
 - ii. In street ROW, it must be 6-inch minimum concrete or asphalt equivalent.
 - iii. Only new gravel allowed is for industrial storage/laydown area in Industrial Zoned areas; however, the driveway must be concrete, asphalt, or brick.
2. Confirmation / Discussion on this language: (applying only to residential districts)
 - a. 72.038 (B), 3. Effective 9-30-2013, not more than two vehicles, including licensed and operable vehicles, recreational vehicles and trailers shall be parked on the side or rear yard of any single-family residential property. Vehicles in excess of this number, or not parked on surfaces meeting the requirements of this section, are subject to penalties outlined in § 72.999 of this chapter.
3. We've had a request to consider the allowance of a parking pad not connected to a driveway be allowed in a rear or side yard to allow for the seasonal/temporary parking of a vehicle or trailer (ie boat or RV over the winter). Any thoughts or input?

Following council direction, Public Works, City Clerk, and the Police Department will review and revise Chapter 72. Our plan would be to bring back an Ordinance Amendment with the following schedule:

- 1st Reading – March 25th, 2024
- 2nd Reading – April 8th, 2024
- 3rd Reading – April 22nd, 2024

We would also have changes that would be needed in the Zoning Code. The City Planner will compile these with additional text changes that have been identified to bring forward a proposed text amendment to the Planning & Zoning Commission, which would then come back before city council for approval.

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