



**MARSHALLTOWN
MORE THAN EVER**

**CITY OF MARSHALLTOWN CITY COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 WEST STATE STREET
OCTOBER 27, 2025, 5:30 PM**

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

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

D. PUBLIC COMMENT

Members of the public may make comments on any item that was not on the agenda during this time. The speaker shall approach the microphone and state their name and address. Comments shall be limited to three (3) minutes unless a longer comment is authorized by the Mayor. The speaker shall direct comments to the Mayor and the Council as a whole.

The Mayor and Council may provide a response to a public comment, but shall not engage in discussion or debate on items raised by members of the public. No action may be taken on items raised in public comments to comply with open meeting laws.

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

1. Years of Service - October
Anna Vaughn - Police - 5 years

F. CONSENT AGENDA

1. Approve Minutes 10/13/25 and 10/16/25 Meetings and Bill List \$2,509,790.26
2. Approve Alcohol License Renewals - Aldi, 2405 S Center St, Supermarket Villachuato, 107 N Center St, Opa Grill, 4 W Boone St
3. Approve Civil Service New Hire List - Housing Administrator
4. Resolution Amending the Board and Commission Manual
5. Resolution Approving Amendment 1 to the Service Agreement with

Safe Building for Rental Property Inspection Services
Amendment No. 1 to extend Safe Building's rental inspection services through June 30, 2026, with a City option for one additional six-month extension. This ensures uninterrupted inspections while we evaluate long-term needs, pursue an in-house inspector per budget discussions, and finalize hiring/onboarding plans.

6. Resolution Approving Reimbursement Estimate with Union Pacific Railroad Company for the Center St Viaduct Railroad Project and Construction Management, Project STR21002, in the estimated amount of \$90,000
7. Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with TIG Distributing, Inc., Including Annual Appropriation Tax Increment Payments

G. REPORTS

1. Homelessness Task Force Update

H. MOTIONS

1. Motion to approve a Class E Retail Alcohol License for Mega Saver, 1701 Iowa Avenue East (change of ownership from Yesway)
2. Motion to approve a Class C Retail Alcohol License with Outdoor Service for Last Ride BBQ at 2013 South Center Street
3. Motion to approve a Class B Retail Alcohol License for Brew #91 at 111 S 3rd Ave (change of ownership from Jiffy #922)
4. Motion to approve a Retail Tobacco Permit for Brew #91 at 111 S 3rd Ave (change of ownership from Jiffy #922)

I. RESOLUTIONS

1. Resolution Approving the Purchase of 208 Leo Street from Agrigenetics, Inc. D/B/A Mycogen Seeds for \$25,000
2. Resolution Adopting the 2026-2028 City Council Goal Setting Report
3. Resolution Approving Predesign Agreement 2026-P-024 with Iowa DOT for the Highway 14 3R Northern Section, Project STR25004 w/ Guest Speaker - Iowa Department of Transportation
4. Resolution Approving Iowa DOT BHM-4797(629)--8K-64, Center St Viaduct Rehabilitation Project, STR21002, that will be let through Iowa DOT in a tentative letting on January 21, 2026
5. Public Hearing and Resolution to Approve Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 2

J. ORDINANCES

1. Ordinance 15111 to Amend the Official Zoning Map for 212 E State Street from Urban Core Zoning District to Mixed-Use Zoning District - Third Reading
2. Ordinance to Amend the Code of Ordinances, City of Marshalltown, Iowa, by Repealing and Replacing Chapter 72 Parking Rules, Sections 72.102(B) and 72.109 - First Reading
3. Public Hearing and Ordinance 15112 to Amend the Code of Ordinances, City of Marshalltown, Iowa by Adding Attendance Requirements to Chapter 150: Planning, Plan and Zoning Commission; Chapter 31: Officers and Organizations; Chapter 156: Zoning, Board of Adjustment; Chapter 154: Electrical Appeal Board - Third Reading

K. DISCUSSION

1. Solid Waste Study
2. FY27 Budget Discussion - General Fund for Public Works, Road Use Tax Transfers, Garbage, Police/Fire Building, Animal Control

L. CLOSED SESSION

1. 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.

M. ADJOURNMENT

MISSION STATEMENT

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

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

**CITY COUNCIL PROCEEDINGS
OCTOBER 13, 2025**

Mayor Greer called the meeting to order at 5:30 PM, October 13, 2025, at the City Hall Council Chambers, 10 W State Street, and led the pledge of allegiance. Roll call—Present: Melisa Fonseca, Barry Kell, Mike Ladehoff, Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson. Public comments for items not on the agenda were provided. Mayor, Council, and Administrator comments were provided.

CONSENT AGENDA

Motion by Jeff Schneider, second by Greg Nichols to approve the consent agenda: Approve Minutes 09/22/25 Meeting and Bill List \$2,410,246.38; Approve Alcohol License Renewals—Midnight Garden LLC, 1501 S 17th Ave; TC's, 921 N 3rd Ave; Kwik Star #394, 2500 S Center St; Approve Civil Service Promotional List - Fire Captain; Approve Civil Service New Hire Lists—Park Maintenance Worker and Police Intelligence Analyst; Receipt of Building and Trade Permit Report - September 2025; Resolution Setting Public Hearing for a Zoning Text Amendment Adding Attendance Requirements to Chapter 150: Planning, Plan and Zoning Commission and Chapter 156: Zoning, Board of Adjustment; Resolution Authorizing the Purchase of a Lenco Bearcat from Lenco Armored Vehicles for use in the Police Department as an Emergency Response Vehicle and Declaring Certain Property as Surplus and Authorizing Disposal Thereof; Resolution Declaring Certain Property as Surplus Property and Authorizing the Disposal or Sale Thereof from the Police Department; Resolution Approving Contract Change Order #10 for the East Main Street and Center Street Reconstruction Project, #STR22002, an increase of \$33,586.01; Resolution Approving Contract Change Order #11 for the East Main Street and Center Street Reconstruction Project, #STR22002, an increase of \$5,775.00. Motion carried 7-0.

ORDINANCES

Mayor Greer opened a public hearing at 5:45 pm for an amendment to the official zoning map for 212 East State Street. Clayton Ender, Assistant Director of Housing Community and Development, advised the zoning would change from Urban Core to Mixed-Use with the intend site use for a McDonald's with a drive-thru. No written comments were received. Public comment from Joel Jackson, Bishop Engineering, advised that he is working with McDonald's on revisions to the concept plan to address council concerns about the driveways. The public hearing was closed at 5:51 pm. Motion by Mike Ladehoff, second by Greg Nichols to adopt the second reading of Ordinance 15111 to Amend the Official Zoning Map for 212 E State Street from Urban Core Zoning District to Mixed-Use Zoning District. Motion carried 6-1, Fonseca dissenting. Motion by Gary Thompson, second by Mark Mitchell to waive the 3rd reading. Motion failed for lack of supermajority 5-2, Fonseca and Schneider dissenting.

Motion by Mike Ladehoff, second by Barry Kell to adopt the second reading of Ordinance 15112 to Amend the Code of Ordinances, City of Marshalltown, Iowa by Adding Attendance Requirements to Chapter 150: Planning, Plan and Zoning Commission; Chapter 31: Officers and Organizations; Chapter 156: Zoning, Board of Adjustment; Chapter 154: Electrical Appeal Board. Motion carried 7-0.

DISCUSSION

Clayton Ender, Assistant Director of Housing and Community Development introduced Charlie Cowell from RDg Planning and Design. Charlie advised that he is the project manager for the City's Comprehensive Plan and Housing Study, which is being promoted as "Reimage Marshalltown". The plans will serve as a guide for development and a vision for the city's future. There is a project website available where the public may submit feedback reimaginemarshalltown.com. The community is invited to an event on Tuesday, October 14th, 5-6:30 pm at the Veterans Memorial Coliseum.

Amber Danielson, Executive Director Arts + Culture Alliance, presented two projects the Creative Placemaking Committee has identified as "quick wins" in the downtown area. The first project will be a temporary installation on the city's vacant lot at 101 W Main Street. A Request for Qualifications will be issued for this project. The second project will be a permanent installation in the alleyway next to 7 Rayos. This will be a direct commission project.

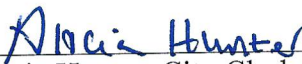
Sarah Rosenblum, Library Director, provided a budget overview of general fund functions for the library, noting there will be two planned retirements in the FY26/27 budget. The book budget was moved from the general fund to the capital improvement fund in FY24/25. The Friends of the Library is providing \$65,000 for ebooks, \$130,000 for technology improvements and \$1.2M for a building addition for new meeting space. Kelsie Stafford, Parks and Recreation Director, provided a budget overview of the general fund functions for Parks and Recreation. Staff are evaluating bringing service and maintenance contracts for mowing, spraying, and aquatic center training in-house for savings. There are some additional revenue opportunities for the campground, dog park, building rentals, and the memorial tree and bench program. Public comment was provided.

Heather Thomas, Public Works Director, provided an update on the Quiet Zone project. The next steps include filing a Notice of Intent to create a quiet zone, final negotiations with the 6th Street property owner, At-Grade Union Pacific Railroad agreements, engineering contracts, finalize the 2nd Street crossing closure agreement, and finalize a bid package for city- initiated improvements. Motion by Jeff Schneider, second by Mike Ladehoff to for staff to proceed with issuing the notice of intent for the quiet zone. Motion carried 7-0.

ADJOURNMENT

The meeting adjourned at 6:57 pm.

Respectfully Submitted,


Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

**CITY COUNCIL WORK SESSION
STRATEGIC PLANNING
OCTOBER 16, 2025**

The work session was called to order at 9 am, October 16, 2025, at the Veteran's Memorial Coliseum, 2nd Floor, 20 West State Street. Present was: Melisa Fonseca, Barry Kell, Mike Ladehoff, Mark Mitchell, Greg Nichols, Jeff Schneider, Gary Thompson.

Susan Parker from Sparker Solutions facilitated the Strategic Planning Session for the City Council, City Administrator, and Department Directors. The city mission and value statements were reviewed and no changes were suggested. A SWOT analysis was completed by making revisions to the city's strengths, weaknesses, opportunities and threats. There was a review of the current priority statuses. The council then brainstormed new goals and discussed in small groups. They then voted on their top priorities in each of the goal categories which are expand and improve development in the community; enhance Marshalltown's public image; continually improve and sustain the city's infrastructure, organization, and services; and partner with citizens, for-profit, non-profit, and others to improve quality of life. Carol Webb, City Administrator, will finalize the plan and bring forward to council for adoption.

ADJOURNMENT

The meeting adjourned at 2:21 pm.

Respectfully Submitted,

Alicia Hunter
Alicia Hunter, City Clerk

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

BILL LIST 10/27/25

Buildings/Improvements

Menards/1	32.96
Thompsons True/1	15.66

Consulting & Professional Fees

Bolton&Menk.Inc/2	57,803.00
FEH.Assoc/1	13,200.00
Marshall.Co.Art/1	32,500.00
McClure.Engrg/1	14,191.98
Parker,Susan/1	2,000.00

Contracts

AAA.Septic/2	445.00
Cal-Cert.Co/1	1,120.00
City.Laundering/1	153.66
Construct/2	850,066.73
Continental Fi/1	350.00
D&S Midwest Tra/1	11,995.00
Edge Commercial/1	211,741.30
EO Johnson Co/2	523.59
Eocene Envir Gr/1	10,015.40
HawkinsElectric/1	150.00
Iowa.Hometown.S/2	360.00
Johnson Feed/1	1,957.20
Lansing.Bros/1	3,350.00
LatitudeSignage/1	18,948.00
Mechdyne Co/1	64,852.12
Mobotrex.Inc./1	700.00
Prairie Waste/13	3,348.47
Premier.Equip/1	535.83
Schendel.Pest.C/5	173.46
Schumacher.Elev/2	500.57
ServiceMaster/1	1,934.00
Sirsi.Corp/1	25,852.76
The Shredder/1	54.00
Xerox Corp/1	26.77

Debt Service

UMB.Bank.NA/3	1,200.00
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Library Books

Baker & Taylor/12	343.58
BRODART.CO/10	2,074.60
Cengage.Learn/6	330.83
CenterPoint.Prn/2	420.09
Lectorum Public/1	2,600.00
Playaway Prod/5	2,359.11

Medical

Health.Partners/4	176,719.22
McFarland.Cl/1	38.72
St.Lukes.Health/2	84.00

Payroll.Net

Payroll/1	370,438.32
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Rebates

Menards/1	4.50
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Refund/Reimbursed

Beall, Mandy/1	33.00
BELLILE,R/1	701.56
Campbell, Cindy/1	186.30
Health.Partners/2	-14,495.11
PENWORTHY.CO/1	327.47
Schneider,Emily/1	14.95
Swaim, Greg/1	57.06

Service/Repairs

AG.LIME.TRUCKG/2	4,550.00
AssuredPartners/1	5,147.00
BG.HVAC.INC/1	810.00
Blue Zoo DSM/1	299.80
Christianson, J/1	42.00
Cline, Troy/3	985.00
Cntrl.IA.Machin/1	680.00
Crouse, Whitake/1	6.50
Electric.Supply/9	151.97

Eocene Envir Gr/1	1,190.00
First Data Corp/19	1,074.31
Gentry,S/7	113,275.00
Granite Telecom/27	923.52
Grewell Lawn/1	1,245.00
Heart.of.Iowa/1	178.09
IA.Treasurer/3	16,020.88
IA.Water.Mgmt/1	650.00
Kelly Crull LLC/1	750.00
LENZ,D/1	660.00
Macqueen.Equip/2	5,739.68
McFarland.Cl/2	385.04
Menards/6	214.12
Millennium Tech/1	647.00
MILLER,J/2	4,000.00
Mobotrex.Inc./3	932.00
Mtn.Wtrwrks/3	8,954.93
Plumb.Supply/1	141.87
Vajgrt.R/1	65.00
Wolfe.Eye.Clinc/6	140.00
WW.Grainger/1	519.72

Supplies/Parts

Acco Unlimited/1	1,094.80
Acme.Tools/1	20.99
AdlandEngraving/2	1,368.50
Arnold.Motor/11	1,326.02
Atticus Enter/1	1,080.00
Barco.MuniProd/1	684.00
Bitumnous/1	566.90
Carrico.Aq.Rs/1	252.35
Cessford/2	342.30
City.Laundering/2	66.30
Cntrl.IA.Distr/3	2,508.00
CTI Ready Mix/7	3,189.00
Electric.Supply/2	18.88
Emblem Enter/1	799.81
EO Johnson Co/1	101.18
Fastenal.Co/2	15.83
First Data Corp/1	775.00
Galls.LLC/7	1,340.82
Gervich.Sons/1	109.00
Gillig.LLC/2	1,179.09
Heiman.Fire.Eq/1	1,513.68
HyVee.Accts/3	21.89
In.Stitches/1	26.62
Intoximeters/1	2,550.00
Kriss.Premium/1	369.51
Macqueen.Equip/2	5,168.48
Manatts Inc/2	6,852.12
Martin.Marietta/2	485.28
Menards/29	961.22
Microbac Lab/3	603.50
Midland.Scienti/4	776.19
Napa.Auto/2	60.72
Nutrien.Ag.Sol/1	2,570.00
Office.Express/2	659.28
Quality.Srvcs.C/1	1,169.55
ShoBiz,Minutema/3	316.66
Sign.Creations/1	49.00
STAPLES/2	299.12
Thiesens.Supply/11	826.55
Vanwall Equip/1	171.31
Witmer.Public.S/2	387.77
Wright Outdoor/1	1,088.00
WW.Grainger/2	28.24

Taxes Paid

IA.Treasurer/1	55.79
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Travel/Training

CottinghamButle/1	275.00
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BILL LIST 10/27/25

Utilities

Alliant.Energy/37	42,137.64
ConsumersEnergy/3	381.45
WoodRiver.Enrgy/3	172.78

Wage Assignment

American.Educa./1	64.41
Collection.Svs./4	1,018.29
Colonial.Life/1	271.49
Fidelity Securi/2	467.25
First Data Corp/3	112.52
I.P.E.R.S./7	99,425.27
I.R.S./6	100,629.28
IA.Treasurer/2	15,293.88
ICMA457Mission/11	15,228.84
M.F.P.R.S.I./4	138,491.50
TotalAdmin.Serv/4	8,165.48
United.Way/2	1,091.84

Total/440 2,509,790.26

BILL LIST 10/27/25

Account	Vendor	Description	Amount
001.4030.5342.000	AAA Septic Service Inc	West End Park rental	\$ 175.00
001.4030.5342.000	AAA Septic Service Inc	Mega 10 Park rentals	\$ 270.00
001.4045.5607.000	Acco Unlimited	Pool chemicals	\$ 1,094.80
110.2010.5718.000	ACME Tools	Champion cutting tool	\$ 20.99
001.4041.5613.000	Adland Engraving	Basketball tee shirts	\$ 1,317.50
001.4041.5613.000	Adland Engraving	Basketball tee shirts	\$ 51.00
001.4030.5386.000	AG LIME TRUCKING & MOWING INC	Parks September contract mowings	\$ 2,375.00
110.2010.5386.000	AG LIME TRUCKING & MOWING INC	Parks September contract mowings	\$ 2,175.00
001.1030.5481.000	Alliant Energy	2801 S 12th St EMG Sirens	\$ 24.95
001.4030.5481.000	Alliant Energy	Riverview Park East side	\$ 321.42
001.4030.5481.000	Alliant Energy	402 Woodland St Bath House	\$ 1,629.08
001.4030.5481.000	Alliant Energy	1103 S 12th Ave Judge Park	\$ 27.37
001.4030.5481.000	Alliant Energy	801 Woodland St Shop	\$ 47.38
001.4030.5481.000	Alliant Energy	Highland Acres Rd	\$ 37.37
001.4030.5482.000	Alliant Energy	402 Woodland St Bath House	\$ 41.02
001.4030.5482.000	Alliant Energy	402 Woodland St Reunion Hall	\$ 32.41
001.4030.5482.000	Alliant Energy	905 E Main St Park Shop	\$ 32.41
001.4030.5482.000	Alliant Energy	402 Woodland St Comm Bldg	\$ 32.41
110.2010.5481.000	Alliant Energy	905 E Main PW Bldg	\$ 1,015.24
110.2030.5481.000	Alliant Energy	HWY 14 & HWY 30 Street lights	\$ 83.19
110.2030.5481.000	Alliant Energy	211 S 9th St Front Terrace	\$ 21.51
110.2040.5481.000	Alliant Energy	S Center St & W Berle	\$ 41.69
110.2040.5481.000	Alliant Energy	N 18th Ave & E Main St	\$ 31.46
110.2040.5481.000	Alliant Energy	13 S 13th St & Main St	\$ 43.79
110.2040.5481.000	Alliant Energy	S 12th Ave & Olive St	\$ 40.69
110.2040.5481.000	Alliant Energy	S Center St North of Mall	\$ 48.71
110.2040.5481.000	Alliant Energy	N 3rd Ave & State St	\$ 119.80
110.2040.5481.000	Alliant Energy	W Southridge Rd & Center	\$ 41.85
110.2040.5481.000	Alliant Energy	S Center St & Hibbs Blvd	\$ 44.87
110.2040.5481.000	Alliant Energy	Riverside Dr & 3rd Ave	\$ 34.14
110.2040.5481.000	Alliant Energy	502 E Southridge Rd	\$ 22.08
610.8015.5481.000	Alliant Energy	N 3rd Ave River Sign	\$ 23.76
610.8015.5481.000	Alliant Energy	Riverview Park liftstation	\$ 3,198.76
610.8015.5481.000	Alliant Energy	1001 Woodland St Water Pollution	\$ 30,290.54
610.8015.5481.000	Alliant Energy	402 N 10th Ave JBS	\$ 24.20
610.8015.5482.000	Alliant Energy	1001 Woodland St Disp Plant	\$ 2,638.22
610.8016.5481.000	Alliant Energy	608 Turner St Pump Station	\$ 232.25
610.8016.5481.000	Alliant Energy	S 12th Ave corner of E Main St	\$ 145.20
610.8016.5481.000	Alliant Energy	Marion St - WPCP	\$ 141.62
610.8016.5481.000	Alliant Energy	1511 Rolling Meadows Rd	\$ 189.34
610.8016.5482.000	Alliant Energy	1001 Woodland St Shed	\$ 32.41
690.8050.5481.000	Alliant Energy	905 E Main PW Bldg	\$ 676.83
740.8065.5481.000	Alliant Energy	301 N 18TH AVE LIFTSTATION	\$ 399.66
740.8065.5481.000	Alliant Energy	N 3rd Ave - WPCP	\$ 265.73
750.8070.5481.000	Alliant Energy	901 Woodland St Compost Pile	\$ 64.28
999.1121.000	American Education Services	Wage Withholdings	\$ 64.41
001.1050.5600.000	Arnold Motor Supply	Fire 177 oil and filter	\$ 178.77
001.4030.5562.000	Arnold Motor Supply	water truck oil for pump	\$ 5.45
110.2010.5565.000	Arnold Motor Supply	battery core deposit	\$ (72.00)
110.2010.5565.000	Arnold Motor Supply	stoplight switch	\$ 42.84
110.2010.5565.000	Arnold Motor Supply	Street #49 red optic lens, terminal grounder	\$ 12.00
110.2010.5565.000	Arnold Motor Supply	Street #49 engine oil filters	\$ 122.26
110.2010.5565.000	Arnold Motor Supply	John Deere battery	\$ 318.73
110.2010.5565.000	Arnold Motor Supply	Street #49 engine oil filters	\$ 244.53
110.2010.5565.000	Arnold Motor Supply	Street #41 brake control	\$ 156.80
110.2010.5565.000	Arnold Motor Supply	Paver battery	\$ 122.06
110.2010.5600.000	Arnold Motor Supply	motor oil	\$ 194.58
001.2080.5290.000	Assured Partners Capital Inc	Airport policy 10/18/25-10/18/26	\$ 5,147.00
140.4030.5611.000	Atticus Enterprises LLC	Tree donation	\$ 1,080.00
610.8015.5410.000	B&G HVAC INC	Gas chiller - add freon	\$ 810.00
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	\$ (25.65)
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	\$ 15.96
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 32.49
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 51.26
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 11.40
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	\$ 47.32
030.4010.5732.000 Baker & Taylor Inc	Adult non fiction or fiction books	\$ 132.14
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	\$ 45.60
110.2010.5627.000 Barco Municipal Products Inc	LED solar hazard light assemblies	\$ 684.00
001.4010.5980.000 Beall, Mandy	returned lost book	\$ 33.00
884.7010.5980.000 BELLILE, RICHARD A	Reimbursement for retiree health insurance	\$ 701.56
110.2010.5617.000 Bitumnsous Materials & Supply	emulsified asphalt	\$ 566.90
001.4010.5343.000 Blue Zoo Des Moines LLC	Family pack passes	\$ 299.80
364.2012.5233.000 Bolton & Menk Inc	Increase	\$ 31,839.00
364.4030.5233.000 Bolton & Menk Inc	Increase	\$ 25,964.00
030.4010.5732.000 Brodart Co	Juvenile books	\$ 146.00
030.4010.5732.000 Brodart Co	Juvenile books	\$ 217.53
030.4010.5732.000 Brodart Co	Juvenile books	\$ 83.77
030.4010.5732.000 Brodart Co	Juvenile books	\$ 378.92
030.4010.5732.000 Brodart Co	Juvenile books	\$ 347.80
030.4010.5732.000 Brodart Co	Juvenile books	\$ 302.10
030.4010.5732.000 Brodart Co	Juvenile books	\$ 199.84
030.4010.5732.000 Brodart Co	Juvenile books	\$ 88.09
030.4010.5732.000 Brodart Co	Juvenile books	\$ 150.42
030.4010.5732.000 Brodart Co	Juvenile books	\$ 160.13
110.2060.5344.000 Cal-Cert Co	Concrete Cylinder Equip - Annual Calibration & Cer	\$ 1,120.00
001.4030.4875.000 Campbell, Cindy	Community bldg rental cancellation	\$ 186.30
139.4045.5607.000 Carrico Aquatic Resources Inc	Pulsar Shock	\$ 252.35
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$ 140.75
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$ 55.18
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$ 32.79
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$ 44.78
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$ 29.59
170.4010.5732.000 Cengage Learning Inc	Tye grant books	\$ 27.74
170.4010.5732.000 Center Point Large Print	adult fiction or non fiction	\$ 24.57
170.4010.5732.000 Center Point Large Print	adult fiction or non fiction	\$ 395.52
001.4010.5600.000 Central Iowa Distributing Inc	Library operating supplies	\$ 453.00
001.4010.5600.000 Central Iowa Distributing Inc	germicidal foam soap	\$ 172.00
001.4030.5611.000 Central Iowa Distributing Inc	drum liners, clear bags and shop towels	\$ 1,883.00
110.2010.5410.000 Central Iowa Machine Shop Inc	dump truck box bushings	\$ 680.00
110.2010.5620.000 Cessford	Street dept crushed rock	\$ 117.45
110.2010.5620.000 Cessford	Street dept crushed rock	\$ 224.85
690.8050.5251.000 Christianson, Jeffrey	CDL and Lift Brake restriction	\$ 42.00
110.2010.5342.000 CITY LAUNDERING COMPANY	cleaning and insurance	\$ 153.66
110.2010.5600.000 CITY LAUNDERING COMPANY	supplies	\$ 26.30
690.8050.5132.000 CITY LAUNDERING COMPANY	Transit dept - uniform cleaning	\$ 40.00
001.1075.5263.000 Cline, Troy	405 E Main St mowing	\$ 220.00
001.1075.5263.000 Cline, Troy	1700 S Center St tree cut down and hauling	\$ 300.00
001.1075.5263.000 Cline, Troy	Nuisance mowings	\$ 465.00
999.1121.000 Collection Services Center	Child Support	\$ 139.77
999.1121.000 Collection Services Center	Child Support	\$ 423.86
999.1121.000 Collection Services Center	Child Support	\$ 60.24
999.1121.000 Collection Services Center	Child Support	\$ 394.42
999.1133.000 Colonial Life	COLONIAL LIFE INSURANCE	\$ 271.49
364.2012.5342.000 CONSTRUCT INC	E Main/Center Recons Base+Alt 1 & 2, 9/1-9/30/25	\$ 624,613.02
364.4030.5342.000 CONSTRUCT INC	TRL24001-2 6th S TH & Ped Bri Contra 7/31-8/31/25	\$ 225,453.71
110.2030.5481.000 Consumers Energy Coop	City of Marshalltown	\$ 222.79
110.2040.5481.000 Consumers Energy Coop	City of Marshalltown	\$ 85.03
110.2040.5481.000 Consumers Energy Coop	City of Marshalltown	\$ 73.63
001.4010.5342.000 Continental Fire Sprinkler CO	Library annual inspection	\$ 350.00
184.5030.5475.000 Cottingham & Butler Insurance Services Inc	Civil Service Review Housing Administrator	\$ 275.00

110.2010.5251.000 Crouse, Whitaker	Tank endorsement	\$ 6.50
740.8065.5600.000 CTI Ready Mix Inc	Jackson St	\$ 365.50
740.8065.5600.000 CTI Ready Mix Inc	Jackson & 15th Ave	\$ 365.50
740.8065.5600.000 CTI Ready Mix Inc	18th Ave	\$ 885.00
740.8065.5600.000 CTI Ready Mix Inc	1314 Jackson St	\$ 321.25
740.8065.5600.000 CTI Ready Mix Inc	15th Ave & Jackson	\$ 321.25
740.8065.5600.000 CTI Ready Mix Inc	18th Ave	\$ 565.00
740.8065.5600.000 CTI Ready Mix Inc	18th Ave	\$ 365.50
110.2010.5750.000 D & S Midwest Trailer Sales & Services LLC	Skid Steer Trailer	\$ 11,995.00
364.4030.5342.000 Edge Commercial LLC	Water Plaza Construction Contract	\$ 211,741.30
001.1050.5410.000 Electric Supply of Marshalltown	cord end for Fire truck	\$ 45.93
001.4010.5410.000 Electric Supply of Marshalltown	exterior receptacle cover plate	\$ 9.95
001.6050.5410.000 Electric Supply of Marshalltown	Street light photo eye, conduit	\$ 2.92
001.6050.5410.000 Electric Supply of Marshalltown	cable ties & CAT6 ends	\$ 19.51
110.2010.5410.000 Electric Supply of Marshalltown	cable ties & CAT6 ends	\$ 7.32
110.2030.5410.000 Electric Supply of Marshalltown	Street light photo eye, conduit	\$ 44.38
110.2030.5718.000 Electric Supply of Marshalltown	cable ties & CAT6 ends	\$ 9.44
110.2040.5718.000 Electric Supply of Marshalltown	cable ties & CAT6 ends	\$ 9.44
364.4030.5410.000 Electric Supply of Marshalltown	cable ties & CAT6 ends	\$ 7.32
364.4030.5410.000 Electric Supply of Marshalltown	cable ties & CAT6 ends	\$ 7.32
690.8050.5410.000 Electric Supply of Marshalltown	cable ties & CAT6 ends	\$ 7.32
001.1010.5601.000 EMBLEM ENTERPRISES	PD patches-400	\$ 799.81
001.1010.5605.000 EO Johnson Co Inc	Printer cartridges	\$ 101.18
184.5030.5344.000 EO Johnson Co Inc	Housing copies Contract KB-CONT3935-01	\$ 0.17
184.5030.5344.000 EO Johnson Co Inc	Housing copies Contract KB-CONT5401-01	\$ 523.42
181.3040.5342.000 Eocene Environmental Group Inc	Healthy Homes Lead Hazard program	\$ 10,015.40
181.3040.5415.000 Eocene Environmental Group Inc	Healthy Homes Lead Hazard program	\$ 1,190.00
110.2030.5718.000 FASTENAL COMPANY	Utility tool	\$ 7.92
110.2040.5718.000 FASTENAL COMPANY	Utility tool	\$ 7.91
170.4010.5233.000 FEH Associates Inc	Library Interior Remodel (project# 2022226)	\$ 13,200.00
999.1125.000 Fidelity Security Life Insurance	VISION INSURANCE	\$ 329.79
999.1125.000 Fidelity Security Life Insurance	VISION INSURANCE	\$ 137.46
001.4010.5215.000 First Data Corporation	Machine, sales tax and fees	\$ 14.33
001.4010.5360.000 First Data Corporation	Machine, sales tax and fees	\$ 28.74
001.4010.5702.000 First Data Corporation	Machine, sales tax and fees	\$ 775.00
001.6021.5215.000 First Data Corporation	Finance credit card fees	\$ 2.61
001.6021.5215.000 First Data Corporation	Finance credit card fees	\$ 1.05
001.6021.5215.000 First Data Corporation	Finance credit card fees	\$ 7.81
001.6021.5215.000 First Data Corporation	Finance credit card fees	\$ 1.77
001.6021.5215.000 First Data Corporation	Finance credit card fees	\$ 1.50
001.6021.5215.000 First Data Corporation	Finance credit card fees	\$ 7.93
001.6021.5215.000 First Data Corporation	Finance credit card fees	\$ 8.95
001.6021.5215.000 First Data Corporation	Finance credit card fees	\$ 5.07
001.6021.5215.000 First Data Corporation	Finance credit card fees	\$ 7.73
001.6021.5215.000 First Data Corporation	Finance credit card fees	\$ 118.95
001.6021.5215.000 First Data Corporation	Finance credit card fees	\$ 2.06
001.6021.5215.000 First Data Corporation	Finance credit card fees	\$ 10.27
001.6021.5215.000 First Data Corporation	Finance credit card fees	\$ 11.83
001.6021.5215.000 First Data Corporation	Finance credit card fees	\$ 0.95
001.6021.5215.000 First Data Corporation	Finance credit card fees	\$ 5.93
001.6021.5215.000 First Data Corporation	Processing fees	\$ 808.35
001.6021.5215.000 First Data Corporation	Clover credit card fees	\$ 28.48
999.1161.000 First Data Corporation	Machine, sales tax and fees	\$ 2.01
999.1161.000 First Data Corporation	Machine, sales tax and fees	\$ 54.25
999.1161.000 First Data Corporation	Processing fees	\$ 56.26
001.1010.5132.000 Galls LLC	PD employee secure straps	\$ 46.07
001.1010.5132.000 Galls LLC	PD employee shoes & tie	\$ 48.72
001.1010.5132.000 Galls LLC	PD button belt keepers	\$ 75.99
001.1010.5132.000 Galls LLC	PD employee clothing	\$ 509.35
001.1010.5132.000 Galls LLC	PD employee nameplates	\$ 34.18
001.1050.5132.000 Galls LLC	Fire dept commendation bars	\$ 464.83
001.1050.5132.000 Galls LLC	Fire dept employee clothing	\$ 161.68
181.3040.5410.000 Gentry, Susan	Lead Hazard Reduction Program	\$ 21,000.00
181.3040.5410.000 Gentry, Susan	103 W Church St Apt 3 lead program	\$ 2,875.00

181.3040.5410.000 Gentry, Susan	103 W Church St Apt 4 Lead program	\$ 4,775.00
181.3040.5410.000 Gentry, Susan	Lead Hazard Reduction Program	\$ 72,650.00
181.3040.5415.000 Gentry, Susan	Lead Hazard Reduction Program	\$ 2,100.00
181.3040.5415.000 Gentry, Susan	103 W Church St Apt 4 Lead program	\$ 4,875.00
181.3040.5415.000 Gentry, Susan	Lead Hazard Reduction Program	\$ 5,000.00
110.2010.5600.000 GERVICH & SONS INC	Street dept stock steel	\$ 109.00
690.8050.5565.000 GILLIG LLC	remote heater control kit	\$ 375.32
690.8050.5565.000 GILLIG LLC	Intelligaire controller	\$ 803.77
001.1010.5450.000 Granite Telecommunications LLC	SIP Lines Police dept	\$ 172.67
001.1010.5450.000 Granite Telecommunications LLC	land lines	\$ 165.79
001.1050.5450.000 Granite Telecommunications LLC	SIP Lines Fire dept	\$ 57.55
001.1050.5450.000 Granite Telecommunications LLC	Land Lines	\$ 60.29
001.1070.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.07
001.1071.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.07
001.1075.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.07
001.4010.5450.000 Granite Telecommunications LLC	Land Lines	\$ 30.14
001.4030.5450.000 Granite Telecommunications LLC	Land Lines	\$ 30.14
001.4040.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.07
001.4045.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.07
001.4065.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.07
001.6010.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.07
001.6012.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.07
001.6020.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.07
001.6021.5450.000 Granite Telecommunications LLC	Land Lines	\$ 60.32
001.6025.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.07
110.2010.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.07
110.2040.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.07
110.2060.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.07
181.3040.5450.000 Granite Telecommunications LLC	Land Lines	\$ 30.14
184.5030.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.07
610.8015.5450.000 Granite Telecommunications LLC	Land Lines	\$ 45.22
610.8016.5450.000 Granite Telecommunications LLC	Land Lines	\$ 18.08
690.8050.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.07
740.8065.5450.000 Granite Telecommunications LLC	Land Lines	\$ 12.06
750.8070.5450.000 Granite Telecommunications LLC	Land Lines	\$ 15.07
610.8015.5386.000 Grewell Lawn & Snow Removal Services LLC	WPCP contract mowings	\$ 1,245.00
001.1099.5342.000 Hawkins Electric	P&F HVAC / VFD service call	\$ 150.00
884.6021.4875.000 Health Partners	Claims 10/02-10/08 Stop Loss/Credits	\$ (345.56)
884.6021.4875.000 Health Partners	Claims 10/09-10/15 Stop Loss/Credits	\$ (14,149.55)
884.7010.5339.000 Health Partners	Claims 10/02-10/08 Health	\$ 81,005.07
884.7010.5339.000 Health Partners	Claims 10/02-10/08 Dental	\$ 3,699.22
884.7010.5339.000 Health Partners	Claims 10/09-10/15 Health	\$ 86,769.93
884.7010.5339.000 Health Partners	Claims 10/09-10/15 Dental	\$ 5,245.00
001.4010.5450.000 HEART OF IOWA COMMUNICATIONS CO-OP	Library internet and back up lines	\$ 178.09
001.1050.5132.000 HEIMAN FIRE EQUIPMENT INC	Fire dept helmets	\$ 1,513.68
760.8080.5608.000 HyVee Accounts Receivable	Aquatic Ctr resale products	\$ 11.94
760.8080.5608.000 HyVee Accounts Receivable	Aquatic Ctr resale products	\$ 5.97
760.8080.5608.000 HyVee Accounts Receivable	Aquatic Ctr resale products	\$ 3.98
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417	\$ 1,208.38
999.1131.000 ICMA 457-Mission Square Retirement	ICMA DEFERRED COMP	\$ 231.74
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$ 5,948.00
999.1131.000 ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 230.76
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 1,456.69
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 2,468.84
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #303417ICMA DEF C	\$ 1,325.00
999.1131.000 ICMA 457-Mission Square Retirement	ICMA DEF COMP	\$ 269.23
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 142.51
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 1,175.00
999.1131.000 ICMA 457-Mission Square Retirement	Mission Square Retirement - Plan #705230	\$ 772.69
001.2020.5132.000 In Stitches	Safety vest and garment printing	\$ 26.62
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 31,984.37
999.1101.000 INTERNAL REVENUE SERVICE	Bi-Weekly Federal Taxes	\$ 16,277.25
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 30,889.26
999.1103.000 INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Social Security	\$ 6,417.28

999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 10,229.72
999.1107.000	INTERNAL REVENUE SERVICE	Bi-Weekly Payroll Medicare	\$ 4,831.40
152.1010.5718.000	INTOXIMETERS INC	Breath alcohol testers	\$ 2,550.00
001.1099.5342.000	Iowa Hometown Security INC	P&F fire alarm duct detector service	\$ 105.00
001.4010.5344.000	Iowa Hometown Security INC	Surveillance software update	\$ 255.00
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 41,023.41
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 265.89
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 8,584.74
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	Rounding	\$ 0.04
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 40,776.08
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 265.89
999.1106.000	IOWA PUBLIC EMPLOYEE'S RETIREMENT SYSTEM	PRIOR MONTH IPERS CONTRIBUTIONS	\$ 8,509.22
610.8015.5410.000	IOWA WATER MANAGEMENT CORP	Cooling tower cleaning and sterilization	\$ 650.00
110.2050.5622.000	Johnson Feed Inc	Road salt	\$ 1,957.20
170.4010.5343.000	Kelly Crull LLC	Author visit	\$ 750.00
001.6050.5611.000	KRISS PREMIUM PRODUCTS INC	City Hall & YSS boiler chemicals	\$ 369.51
355.1075.5342.000	Lansing Brothers Construction Co Inc	2025 Residential Demolition	\$ 3,350.00
364.4030.5750.000	Latitude Signage + Design	Apgar Family Water Plaza Destination Sign	\$ 18,948.00
170.4010.5732.000	Lectorum Publications Inc	e-book subscriptions 10/01/25-9/30/26	\$ 2,600.00
001.4010.5386.000	LENZ, DUANE	September mowings	\$ 660.00
610.8016.5410.000	MACQUEEN EQUIPMENT	Vactor boom ram repairs	\$ 3,443.81
610.8016.5565.000	MACQUEEN EQUIPMENT	Vactor boom ram repairs	\$ 3,101.09
740.8065.5410.000	MACQUEEN EQUIPMENT	Vactor boom ram repairs	\$ 2,295.87
740.8065.5565.000	MACQUEEN EQUIPMENT	Vactor boom ram repairs	\$ 2,067.39
750.8070.5619.000	Manatts Inc	HMA Mix	\$ 2,461.23
750.8070.5619.000	Manatts Inc	HMA Mix	\$ 4,390.89
121.5900.5230.000	Marshall County Arts & Culture Alliance	ACA Placemaking and Band Resolution Q2 FY26	\$ 32,500.00
001.2090.5220.000	Marshalltown Water Works	landfill bills	\$ 253.10
610.8015.5220.000	Marshalltown Water Works	WPCP Plant water usage	\$ 8,345.43
740.8065.5220.000	Marshalltown Water Works	Storm water Collection Services	\$ 356.40
110.2010.5620.000	Martin Marietta Materials	Street dept crushed rock	\$ 378.92
110.2010.5620.000	Martin Marietta Materials	Street dept crushed rock	\$ 106.36
312.2080.5233.000	McClure Engineering Co	Airport Master Plan 8/31/25-9/27/25	\$ 14,191.98
001.4030.5151.000	MCFARLAND CLINIC PC	Paid medical claims	\$ 245.52
110.2060.5151.000	MCFARLAND CLINIC PC	Paid medical claims	\$ 139.52
690.8050.5339.000	MCFARLAND CLINIC PC	Paid medical claims	\$ 38.72
170.4010.5750.000	MECHDYNE CO	Library community rooms audio/visual redesign	\$ 64,852.12
001.1010.4879.000	MENARDS	rebate	\$ 4.50
001.1010.5600.000	MENARDS	fiberglass	\$ 26.99
001.1010.5600.000	MENARDS	mouse traps	\$ 6.28
001.1010.5600.000	MENARDS	.22 caliber shots	\$ 25.36
001.1050.5600.000	MENARDS	Markers	\$ 5.97
001.1099.5410.000	MENARDS	rubber patch repair kit	\$ 59.99
001.4030.5611.000	MENARDS	Parks dept supplies	\$ 24.02
001.4065.5600.000	MENARDS	Generator diesel fuel additive	\$ 26.94
001.6050.5410.000	MENARDS	light pole repairs, caulking gun	\$ 7.98
001.6050.5410.000	MENARDS	City hall hose bib materials	\$ 18.57
001.6050.5410.000	MENARDS	Marking paint and hose bib replacement	\$ 34.06
001.6050.5600.000	MENARDS	Generator diesel fuel additive	\$ 6.74
001.6050.5718.000	MENARDS	Tools for Utility and Bldgs	\$ 13.99
001.6051.5600.000	MENARDS	Generator diesel fuel additive	\$ 6.73
110.2010.5600.000	MENARDS	1/4" ball valve, regulator and hook	\$ 81.72
110.2010.5600.000	MENARDS	40oz thread sealant	\$ 14.72
110.2010.5600.000	MENARDS	18" cinch strap	\$ 5.96
110.2010.5600.000	MENARDS	1" EMT 1-hole strap	\$ 2.20
110.2010.5600.000	MENARDS	batteries	\$ 5.39
110.2010.5600.000	MENARDS	stakes and screws	\$ 178.90
110.2010.5605.000	MENARDS	Street sign shop supplies	\$ 9.45
110.2030.5600.000	MENARDS	Marking paint and hose bib replacement	\$ 8.48
110.2030.5718.000	MENARDS	light pole repairs, caulking gun	\$ 9.99
110.2030.5718.000	MENARDS	Tools for Utility and Bldgs	\$ 13.98
110.2040.5600.000	MENARDS	Marking paint and hose bib replacement	\$ 8.48
110.2040.5718.000	MENARDS	light pole repairs, caulking gun	\$ 9.99
110.2040.5718.000	MENARDS	Tools for Utility and Bldgs	\$ 13.98

364.2012.5776.000 MENARDS	exterior light repairs	\$	32.96
364.4030.5410.000 MENARDS	material to install cameras - Linn Creek Trailhead	\$	27.97
610.8016.5600.000 MENARDS	Sewer dept lumber	\$	129.55
610.8016.5600.000 MENARDS	Sewer dept cleaning supplies	\$	17.09
690.8050.5600.000 MENARDS	end caps, white panels, molding	\$	63.84
690.8050.5600.000 MENARDS	return end caps, panel, molding	\$	(63.84)
690.8050.5600.000 MENARDS	Acrylic sheet, white panel, washers	\$	210.57
740.8065.5600.000 MENARDS	Sewer dept lumber	\$	86.36
740.8065.5600.000 MENARDS	Sewer dept cleaning supplies	\$	11.39
750.8070.5410.000 MENARDS	Compost bldg repairs	\$	65.55
610.8015.5603.000 Microbac Laboratories Inc	LAB analysis - multiple	\$	178.50
610.8015.5603.000 Microbac Laboratories Inc	LAB analysis - multiple	\$	303.00
610.8015.5603.000 Microbac Laboratories Inc	LAB analysis Dig #3	\$	122.00
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB polyseed NX	\$	394.54
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB 10pH buffer solution	\$	145.14
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB small vinyl gloves	\$	98.81
610.8015.5603.000 MIDLAND SCIENTIFIC INC	LAB potassium phosphate dibasic	\$	137.70
001.1099.5410.000 Millennium Technology of Iowa Corp	VFD smart card for hot water pumps	\$	647.00
001.5020.5410.000 Miller, Julie E	City Code reimbursement 30 E Main St	\$	2,250.00
001.5020.5410.000 Miller, Julie E	Safety & Security 30 E Main St	\$	1,750.00
110.2040.5342.000 MOBOTREX INC	Labor to install battery backup 6th St/ IA Ave	\$	700.00
110.2040.5410.000 MOBOTREX INC	traffic signal pole bases S Center & Linn St	\$	250.00
110.2040.5410.000 MOBOTREX INC	Traffic Signal RED LED bulbs	\$	432.00
130.2040.5410.000 MOBOTREX INC	traffic signal pole bases S Center & Linn St	\$	250.00
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	33,063.79
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	36,186.88
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	33,050.53
999.1105.000 MUNICIPAL FIRE & POLICE RETIREMENT	PRIOR MONTH MFPRSI CONTRIBUTIONS	\$	36,190.30
690.8050.5565.000 Napa Auto Parts	Shop truck halogen sealed beams	\$	31.34
690.8050.5565.000 Napa Auto Parts	Transit 011 Halogen sealed beams	\$	29.38
610.8015.5600.000 NUTRIEN AG SOLUTIONS INC	Delvac super 1300 & DTE light	\$	2,570.00
001.1010.5605.000 OFFICE EXPRESS	Police dept office supplies	\$	44.43
001.4010.5605.000 OFFICE EXPRESS	Library copy paper	\$	614.85
001.6011.5230.000 Parker, Susan	Strategic Planning Facilitation	\$	2,000.00
Payroll Payroll	Payroll #22 10.23.25	\$	370,438.32
170.4010.5734.000 PENWORTHY COMPANY	juvenile books	\$	327.47
030.4010.5732.000 Playaway Products LLC	Juvenile books	\$	812.11
030.4010.5732.000 Playaway Products LLC	juvenile wonderbook	\$	917.56
030.4010.5732.000 Playaway Products LLC	Juvenile book	\$	78.84
170.4010.5732.000 Playaway Products LLC	juvenile audio books	\$	286.65
170.4010.5732.000 Playaway Products LLC	juvenile audio books	\$	263.95
001.6050.5410.000 Plumb Supply	City hall exterior wall hydrant	\$	141.87
001.1099.5342.000 Prairie Waste Solutions	Police and Fire Bldg	\$	124.72
001.4010.5342.000 Prairie Waste Solutions	Library	\$	121.34
001.4030.5342.000 Prairie Waste Solutions	Public Works Bldg 905 E Main	\$	24.94
001.4030.5342.000 Prairie Waste Solutions	Bullpen- Parks dept Woodland Dr	\$	99.75
001.4030.5342.000 Prairie Waste Solutions	Riverview Park annual fee 10/1/25-9/30/26	\$	1,071.00
001.5010.5342.000 Prairie Waste Solutions	Central Business District	\$	200.00
001.6050.5342.000 Prairie Waste Solutions	City Hall and Carnegie Bldg	\$	62.36
001.6051.5342.000 Prairie Waste Solutions	City Hall and Carnegie Bldg	\$	62.36
110.2010.5342.000 Prairie Waste Solutions	Public Works Bldg 905 E Main	\$	49.89
142.4030.5342.000 Prairie Waste Solutions	6th St Softball barrels 10/1/25-9/30/26	\$	990.00
610.8015.5342.000 Prairie Waste Solutions	Water Pollution plant	\$	124.72
690.8050.5342.000 Prairie Waste Solutions	Public Works Bldg 905 E Main	\$	49.89
750.8070.5342.000 Prairie Waste Solutions	Compost annual fee 10/1/25-9/30/26	\$	367.50
001.4010.5344.000 Premier Office Equipment	Library contract and copies	\$	535.83
110.2010.5565.000 QUALITY SERVICES CORPORATION	oil w/stiffener rails pan	\$	1,169.55
001.1010.5342.000 SCHENDEL PEST CONTROL INC	PD monthly services	\$	52.04
001.4030.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$	22.90
001.4065.5342.000 SCHENDEL PEST CONTROL INC	Coliseum	\$	52.04
001.6050.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$	22.90
001.6051.5342.000 SCHENDEL PEST CONTROL INC	City Hall/ Carnegie Bldg/ Parks office	\$	23.58
001.4010.5980.000 Schneider, Emily	returned lost book	\$	14.95
001.6050.5344.000 SCHUMACHER ELEVATOR COMPANY	City Hall Elevator Maintenance	\$	249.02

001.6051.5344.000 SCHUMACHER ELEVATOR COMPANY	Carnegie Bldg elevator	\$ 251.55
001.4010.5342.000 ServiceMaster of Marshalltown Inc	October janitorial services	\$ 1,934.00
110.2060.5605.000 Sho Biz Inc dba Minuteman	Career Fair booth lamination	\$ 11.00
690.8050.5605.000 Sho Biz Inc dba Minuteman	1000 envelopes	\$ 172.20
690.8050.5605.000 Sho Biz Inc dba Minuteman	Transit office supplies	\$ 133.46
001.1050.5600.000 SIGN CREATIONS	Fire dept stickers	\$ 49.00
001.4010.5347.000 SIRSI CORP	SirsiDynix Core 2025-2026 Maintenance	\$ 25,852.76
001.4030.5339.000 St Lukes Health Resources	random drug/ alcohol testing	\$ 42.00
690.8050.5339.000 St Lukes Health Resources	random drug/ alcohol testing	\$ 42.00
001.6050.5600.000 STAPLES BUSINESS CREDIT	City Hall/ Carnegie paper towels and toilet paper	\$ 149.56
001.6051.5600.000 STAPLES BUSINESS CREDIT	City Hall/ Carnegie paper towels and toilet paper	\$ 149.56
610.8015.5980.000 Swaim, Greg	Sewer refund landscaping	\$ 57.06
001.4010.5342.000 The Shredder	Library on site services	\$ 54.00
001.4030.5611.000 THEISENS SUPPLY INC	14GA aluminum and welded wire	\$ 129.98
110.2010.5132.000 THEISENS SUPPLY INC	Street dept employee taxable clothing	\$ 63.98
110.2010.5132.000 THEISENS SUPPLY INC	Street dept employee taxable clothing	\$ 179.96
110.2010.5132.000 THEISENS SUPPLY INC	Street dept employee taxable clothing	\$ 44.99
110.2010.5132.000 THEISENS SUPPLY INC	Street employee taxable clothing	\$ 188.43
110.2010.5132.000 THEISENS SUPPLY INC	Street employee taxable clothing	\$ 59.99
110.2010.5600.000 THEISENS SUPPLY INC	extension wire	\$ 9.99
110.2010.5600.000 THEISENS SUPPLY INC	vinyl tubing, coupler	\$ 30.44
110.2050.5600.000 THEISENS SUPPLY INC	Brine trailer couplers	\$ 20.99
610.8016.5600.000 THEISENS SUPPLY INC	Sewer dept cleaning supplies	\$ 58.68
740.8065.5600.000 THEISENS SUPPLY INC	Sewer dept cleaning supplies	\$ 39.12
364.2012.5776.000 Thompsons True Value	Materials for Painting	\$ 15.66
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 5,611.37
999.1128.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX HEALTH BENEFITS	\$ 1,045.80
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 1,091.65
999.1129.000 TOTAL ADMINISTRATIVE SERVICE CORP.	FLEX DEP CARE BENEFITS	\$ 416.66
001.4040.5441.000 TREASURER ST OF IOWA	Sales/ Use tax	\$ 345.03
001.4040.5442.000 TREASURER ST OF IOWA	Sales/ Use tax	\$ 55.79
610.8015.5441.000 TREASURER ST OF IOWA	Sales/ Use tax	\$ 2,239.41
610.8015.5441.000 TREASURER ST OF IOWA	Sales/ Use tax	\$ 13,436.44
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 10,336.24
999.1102.000 TREASURER STATE OF IOWA	Bi-Weekly Payroll SIT	\$ 4,957.64
200.7010.5830.000 UMB Bank NA	2020A Bond agent fees 10/1/24-9/30/25 GO	\$ 390.00
200.7010.5830.000 UMB Bank NA	2020A Bond agent fees 10/1/24-9/30/25 STORM	\$ 210.00
200.7010.5830.000 UMB Bank NA	2020B Airport bond fees 10/1/24-9/30/25	\$ 600.00
999.1112.000 UNITED WAY	UNITED WAY	\$ 545.92
999.1112.000 UNITED WAY	UNITED WAY	\$ 545.92
001.4030.5380.000 Vajgrt, Roger	Parks post hole digger rental	\$ 65.00
110.2010.5565.000 VANWALL EQUIPMENT INC	JD w/arm mower filters	\$ 171.31
001.1050.5132.000 Witmer Public Safety Group Inc	Capt badges	\$ 328.56
001.1050.5132.000 Witmer Public Safety Group Inc	Capt Gorder badge	\$ 59.21
610.8015.5151.000 WOLFE EYE CLINIC P C	Paid medical claim	\$ 35.00
610.8015.5151.000 WOLFE EYE CLINIC P C	Paid medical claim	\$ 35.00
610.8016.5151.000 WOLFE EYE CLINIC P C	Paid medical claim	\$ 21.00
610.8016.5151.000 WOLFE EYE CLINIC P C	Paid medical claim	\$ 21.00
740.8065.5151.000 WOLFE EYE CLINIC P C	Paid medical claim	\$ 14.00
740.8065.5151.000 WOLFE EYE CLINIC P C	Paid medical claim	\$ 14.00
001.4010.5482.000 WoodRiver Energy LLC	Library gas #7078	\$ 78.41
110.2010.5482.000 WoodRiver Energy LLC	905 E Main St	\$ 56.62
690.8050.5482.000 WoodRiver Energy LLC	905 E Main St	\$ 37.75
001.5010.5600.000 Wright Outdoor Solutions Inc	Parks mulch	\$ 1,088.00
001.1099.5410.000 WW GRAINGER	RTU-2 manual motor starter/ breaker	\$ 519.72
110.2030.5600.000 WW GRAINGER	Utility locate marking flags	\$ 14.12
110.2040.5600.000 WW GRAINGER	Utility locate marking flags	\$ 14.12
001.4010.5344.000 Xerox Corp	contract and copies	\$ 26.77
TOTAL		\$ 2,509,790.26

MARSHALLTOWN

IOWA

Jill Petermeier
Human Resource Director
24 North Center Street
Marshalltown, IA 50158
Tel (641) 754-5704 Fax (641) 758-3399
jpetermeier@marshalltown-ia.gov

To: Civil Service Commission

From: Debbie Millizer, Housing and Community Development Director
Jill Petermeier, Human Resource Director

Re: Housing Administrator

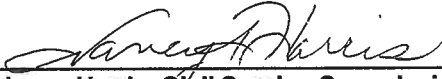
After reviewing all applicants and their qualifications, the following person was tested and considered to best meet the qualifications for the above listed position:

Jamie Bachman-Behrends 207/315

This list shall be valid for this hiring only.

Date List Certified by Civil Service Commission:

October 23, 2025



Nancy Harris, Civil Service Commission Chair

Attest:



Alicia Hunter, Clerk of the Commission



**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Alicia Hunter, City Clerk
Meeting Date: October 27, 2025
Re: Resolution Amending the Board and Commission Manual

Strategic Plan Objective:

Continually improve and sustain the City's infrastructure, organization, and services

Recommended:

Adopted the amended Board and Commission Manual

Budget Impact:

N/A

Description/Background:

City Council has adopted the first and second reading of an ordinance to add attendance requirements for boards and commission members to promote accountability and regular attendance among its members while aligning with the statutory provisions established for boards and commissions. If it were necessary to remove a member, these provisions would justify the City of Marshalltown's position regarding attendance if removal procedures were initiated. These requirements were added to the manual. The manual outlines the process for the removal of an appointee per Iowa Code 372.15.

The amendment removes the gender balance requirements that were once set by the Iowa Legislature and have since been rescinded. The amendment also includes adding the required training for newly elected and appointed officials as part of House File 706. Effective July 1, 2025, all newly elected and appointed officials of a government body must attend training on Iowa Code Chapter 21 Open Meetings and Chapter 22 Open Records.

Attachments:

1. 2025-10-27_2025-216_Resolution Amending Board and Commission Manual
2. 2025-10-27_Board and Commission Manual
3. 2025-10-27_Board and Commission Manual_Markup

RESOLUTION AMENDING THE BOARD AND COMMISSION MANUAL

WHEREAS, the City Council of the City of Marshalltown adopted a new Board and Commission Manual on November 8, 2021; and

WHEREAS, the manual is being amended to add attendance requirements and training for newly elected or appointed members; and

WHEREAS, the City Council finds it in its best interest to adopt the amended Board and Commission Manual.

NOW THEREFORE BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the attached Board and Commission Manual hereby adopted.

Passed this 27th day of October, 2025, and signed this _____ day of October, 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

Board and Commission Manual

Rules and Procedures

Adopted November 8, 2021
Amended October 27, 2025

City of Marshalltown
24 North Center Street
Marshalltown, Iowa 50158
www.marshalltown-ia.gov

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INTRODUCTION

Boards and commissions are a necessary and vital part of a local government's operations. Some are created to meet the ongoing needs of the community and continue to exist for as long as they provide assistance to the Council, while others are mandated by state law. The structure, duties, and responsibilities of these bodies vary depending on each board or commission's specific purpose or mission. However, all have one feature in common—they were established to improve the quality of life for the citizens of Marshalltown. Thus, by serving on one of these bodies, residents have an opportunity to join with local government and administrative staff to ensure that the needs of Marshalltown citizens are served.

Serving on a board or commission is a significant and meaningful way to participate in civic life. As a board or commission member, you can share your expertise while directly participating in shaping your community. Many people choose to serve on boards and commissions as a means of gaining new skills, sharing diverse viewpoints, or to “step out of a comfort zone.” Some might also choose to utilize their seats as a means to attain higher leadership positions, appointed or elected.

This Manual is intended to provide information to those interested in serving on a board or commission, as well as serving as a guidebook for current board and commission members to operate their meetings and understand the specific rules and regulations provided for their operations. For more information about boards and commissions and to apply, visit www.marshalltown-ia.gov.

CITY GOVERNMENT STRUCTURE

Mayor and Mayor Pro Tem

The Mayor is the chief executive officer of the City and carries out the responsibilities specified in the Code of Ordinances. When present, the Mayor is the presiding officer at meetings of the City Council. The Mayor has veto powers authorized by the Iowa Code. The Mayor appoints all board and commission members as provided for in these rules. The roles of these committees are detailed in the Board and Commission Manual, which is consistent with Iowa Code § 372.14.

The Mayor Pro Tem is the vice president of the City Council. When the Mayor is absent or unable to act, the Mayor Pro Tem shall perform the Mayor's duties. The Mayor Pro Tem retains all of the powers of a Councilmember while performing the duties of the Mayor.

City Council

The City Council is the legislative body elected by the citizens of Marshalltown to make laws and policies for the community. The Council approves the budget and determines the tax rate, among other required duties set forth in the Iowa Code and Code of Ordinances. The Council is responsible for major issues, such as community growth, land use development, capital improvement plans, capital financing, and strategic planning. The Council appoints the City Administrator, who is tasked under the Code of Ordinances with the supervision of the City staff and with carrying out

most day-to-day functions of the City government when the Council is not in session. The Council supervises and evaluates the City Administrator's performance.

The role of a City Council member is similar to being a member of the board of directors of a large business. The City Council provides a focal point for the conscience of the community. It is not the job of Council members to become directly involved in the daily operations of the City. The City Administrator and the Department Directors are responsible for overseeing the implementation of services. The Council sets the level of services and the policies by which the City operates.

City Administrator

The City Council shall select a City Administrator, who serves as the Chief Administrative Officer, and shall evaluate his or her performance on a routine basis. The City Administrator shall work with, coordinate, and supervise the Department Directors who have the knowledge, ability, and expertise to manage their departments, including day-to-day operations, personnel supervision and assignment, expenditures within the limitations of the City budget, the administration of laws, rules, and regulations applicable to their departments, and staffing. Except for the purposes of fact-finding, City Councilmembers shall deal with the administrative agencies of the City through the City Administrator.

Department Heads/City Staff

The City has multiple appointed positions that serve as the directors of multiple departments and functions throughout the City. These are the individuals leading the actions taken by City staff members on a daily basis as they carry out the essential duties of a local government. These are also the people boards and commissions are most likely to interact with as coordinators of their respective boards or commissions.

SELECTION, APPOINTMENT, AND TRAINING

In general, all board or commission members are appointed by the Mayor with the advice and consent of the City Council. To be considered for a board/commission, a person must complete an application, which is available at www.marshalltown-ia.gov or by contacting the City Clerk. Applications are kept on file for one year and are reviewed by the Mayor as positions on boards/commissions become available.

No committee appointed shall have powers other than advisory to the City Council or the City Administrator, except as otherwise specified by the Code of Ordinances or the Code of Iowa. Members of boards, committees, and commissions should be independent of the City Council, or other boards, committees, and commissions, and of other governmental units, so they may exercise unbiased judgment in addressing the tasks and issues before them.

Selection criteria vary depending upon the purpose, mission, and requirements of each body. The following characteristics, however, are common to all board or commission members:

- An interest in the board's / commission's area of concern
- The ability and willingness to work
- The ability to work with other people in a tactful and cooperative manner

- The time to carry out the board's/commission's duties/responsibilities
- A community point of view
- Reside in the city limits of Marshalltown, unless the vacancy is for a county representative, or no resident can be found to serve with the qualifications required.

Prior to accepting a position on a board or commission, citizens should be aware of that body's meeting schedule to ensure they will be able to make the necessary time commitment. Citizens who accept a position on a board or commission also accept responsibility for committing a portion of their time to prepare for meetings.

To ensure the effective operation of boards and commissions and by promoting accountability and regular attendance among its members, if any member has three (3) unexcused absences at six (6) consecutive meetings, such absences shall be grounds for requesting the member's resignation. If the member does not voluntarily resign following such a request, the Mayor may initiate proceedings for the removal of the member in accordance with Iowa Code § 372.15.

Ineligible Appointments

The following persons shall not be eligible for appointments to standing boards, committees, or commissions of the City of Marshalltown:

- a) Spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, stepmother, stepfather, stepchild, aunt, or uncle of a current City Council member.
- b) A current member of a comparable County board, committee, or commission, unless dual or joint memberships are provided for in the ordinance, resolution, or statute that creates the board, committee, or commission to which appointment is being made.

Newly Elected and Appointed Officials Training

House File 706, effective July 1, 2025, created a requirement that all newly elected and appointed officials of a government body attend training on Iowa Code Chapter 21 Open Meetings and Chapter 22 Open Records. The government body must retain a certificate verifying completion for the elected and appointed officials. Re-election or re-appointment to the position does not require you to attend the training. Individuals who were elected or appointed prior to July 1, 2025, are encouraged to participate in training to stay up to date and better ensure compliance. This requirement does include appointed members of boards and commissions if the appointed members are part of a government body as defined in Iowa Code 21.2. All newly elected or appointed officials must complete an approved training within 90 days of: (1) taking the initial oath of office; (2) assuming the responsibilities, if the member is not required to take an oath of office, or (3) after being elected to the office.

If an individual who is required to complete the training fails to do so, the individual has 60 days to complete the training upon notice of the deficiency. If they do not complete the training, then a fine

can be assessed. The fines are outlined in Iowa Code 21.6(3) and range from \$500 for a violation up to \$12,500 if the violation is determined to be knowing and intentional.

MEETINGS

Notices of meetings and agendas for all meetings of City boards/commissions shall be given in compliance with the requirements of Chapter 21 of the Code of Iowa, also known as Iowa's Open Meetings Law. Meeting notices shall be posted at least twenty-four (24) hours prior to the meeting at City Hall, 24 North Center Street. Meeting agendas will also be posted on the City's website, www.marshalltown-ia.gov. Meeting agendas will also be distributed to board and commission members by signing up for notifications for a specific board or commission via the citizen portal <https://marshalltownia.portal.civicclerk.com/>.

All official meetings of boards/commissions shall be open to the public, except those legally designated as closed sessions. Meetings shall be held in a building or room that is accessible to persons with disabilities, which is normally the Council Chambers at the Marshalltown City Hall, located on the second floor of the building at 10 West State Street. For meetings held at other locations for any purpose, that meeting space shall be accessible to persons with disabilities to the maximum extent possible. Special arrangements for the hearing impaired or for interpreters will be considered upon request to the City Clerk.

Iowa Code Section 21.5 permits closed sessions for certain limited and narrowly defined reasons. If a board or commission is seeking to go into a closed session for a legally allowed purpose, the City Attorney or designee must have authorized the closed session and attend the closed session if applicable. A vote to go into a closed session requires an affirmative vote of either two-thirds (2/3) of the entire board or commission or all of the board or commission members present at the meeting. No formal action may be taken in closed session. Closed sessions are rarely used in board or commission meetings, but could occur. Specific procedures are to be followed with closed sessions, which will be explained by the City Attorney and/or City staff member coordinating the meeting.

The following rules only apply if no formal rule or regulation is adopted by the Code of Ordinances or the Code of Iowa related to a specific board or commission.

Designation of a Chairperson

Annually, each board or commission shall designate a chairperson to serve as the presiding officer at meetings. A vice-chairperson shall also be selected to serve as the presiding officer in the absence of the chairperson.

Quorum and Majority Vote

A quorum is necessary for the conduct of business. A majority of the board or commission members present shall constitute a quorum unless otherwise specified. If a quorum is not present, those in attendance may elect to discuss items, but may not take official action, except to adjourn to a later date.

A simple majority of all members present is required for board/commission votes unless otherwise specified for a specific situation. An “abstain” vote is a “no” vote unless the board or commission member states he or she has a conflict of interest and states the nature of the conflict.

Public Hearing Procedures

Some boards and commissions are required to hold public hearings as part of how they conduct business. Hearings shall be fair and impartial. If a board or commission member has a personal interest in the outcome of a hearing, such that there is a legally recognized conflict of interest, he or she should disqualify himself or herself from participation. Persons and groups who may be affected by the matter being discussed in the hearing shall be provided with at least the minimum statutory notice of the time and place of the hearing. Such persons and groups attending the hearing shall be given a reasonable opportunity to be heard. Persons or groups requesting to address the board or commission may be represented by legal counsel and may present oral and documentary evidence.

The presiding officer should open the hearing and explain the hearing procedures. The presiding officer should inquire whether any comment on the public matter at issue has been received in writing for the record prior to the public attending the meeting to address the board/commission. If there are numerous persons representing the same views and opinions, the presiding officer may ask that a spokesperson be selected to speak on behalf of the group. If this arrangement cannot be made, the presiding officer may restrict each speaker to a limited time (generally three minutes) so that all may be heard. Irrelevant comments or speakers who run over the time allotted may be ruled out of order by the presiding officer.

Following comments from the public, staff persons who have information to present should be invited to present their respective reports.

When all interested persons (except as reasonably limited by the presiding officer, as stated above) have had the opportunity to speak, the hearing is closed, ending audience participation. Board or commission members may then discuss and take action on the proposal following the hearing if notice of such action is stated on the meeting agenda.

Action by Verbal Motion

When a board or commission member wishes to propose a possible action, the member must make a motion. In order to make a motion, these steps must be taken:

- a) The board/commission member asks to be recognized by the presiding officer.
- b) After being recognized, the member makes the motion (“I move...”).
- c) Another board/commission member seconds the motion.

- d) The presiding officer states the motion and asks for discussion.
- e) When there has been sufficient discussion, the presiding officer will close debate (“Are you ready for the question?” or “Is there any further discussion?”).
- f) If no one requests to make additional comments, the presiding officer puts the question to a vote.
- g) After the vote, the presiding officer announces the outcome of the motion (“The motion is carried” or “Motion fails”).

Until the presiding officer states the motion (step d), the board/commission member making the motion may rephrase (amend) or withdraw it. After an amendment, the motion as amended must still be seconded and then voted upon. It is particularly important when a motion is amended that the presiding officer restate the motion, as amended.

MINUTES

Each board and commission is required to record the minutes of each of its meetings. A City staff member or a designated board/commission member will be responsible for recording the minutes of each meeting. The date, time, place, members present, and action taken at each meeting must be recorded in the minutes. The minutes must also show the results of each vote taken and contain information sufficient to indicate the vote of each member present. Minutes are required to be approved at a subsequent meeting.

The minutes are public records open to public examination. Minutes of boards and commissions are not required to be published in the newspaper, but are made available in the Agenda Center on the City’s website.

ROLES AND RESPONSIBILITIES

The City Council and all appointed boards and commissions are policy-oriented groups. When a board or commission has an item on a City Council meeting agenda, a representative from that body, which may be a staff representative, should be present at the City Council meeting. Similarly, when a member of any board or commission addresses the City Council at a public meeting, he or she should always clearly state whether he or she is speaking on behalf of the group or as an individual.

The City Council considers input and recommendations from a variety of sources in its decision-making process. Therefore, the Council may not always follow the specific recommendations of any one particular board, committee, or commission in adopting policy or procedure. Once the Council has established its position, members of advisory groups may continue to have reservations or individual objections. As representatives of the larger group, however, members should remember they are expected to act in a manner consistent with the established policy and/or program as approved by the City Council.

Legislative Issues Statements

The City Council is ultimately responsible for establishing City policy and determines the public position of the City on legislative matters. Therefore, commissions, boards, or committees shall not issue public statements on legislation pending before the City Council, unless said statements are reviewed and approved by the Council. This policy is not intended to prevent advisory groups from carrying out their normal functions publicly and openly; rather, its purpose is to establish that boards, committees, and commissions do not issue policy statements or take public positions that fall within the purview of the City Council.

Submitting a Formal Request for Consideration – Procedure

In the event a board, committee, or commission wishes to request the City Council endorse or approve a particular position or idea formulated by the board, committee, or commission, said request should first be reflected in the minutes of the meeting of the board, committee, or commission at which the action was approved. Following such action, the board, committee, or commission's secretary or staff liaison should submit a request to the City Administrator's office for inclusion on the agenda of an upcoming City Council meeting. The communication should include the degree of urgency and a specific statement of the action requested.

Public Participation and Input

Members of appointed boards or commissions are encouraged to maintain awareness of public opinion. Citizen input should be welcomed and heard at meetings, and members should be considerate of all interests, attitudes, and differences of opinion. Members should be vigilant about maintaining not only the appearance but also the principle of impartiality.

Conflicts of Interest

Board or commission members must determine and declare if they have a conflict of interest on a given issue.

Iowa Code Chapter 362.5 states that, "A city officer or employee shall not have an interest, direct or indirect, in any contract or job of work or material or the profits thereof or services to be furnished or performed for the officer's or employee's city. A contract entered into in violation of this section is void." This provision is very broad. It not only prohibits the City from doing business with a company in which a city officer or employee has a direct interest, but it would also apply if the officer or employee had an indirect interest in such a company, such as if the officer's or employee's spouse or dependent child has an interest in a company doing business with the City. The prohibition also applies to any kind of work performed for the city, and to the provision of goods or services to the city, whether there is a formal contract in place or not.

However, there are instances or exceptions where this rule would not apply. The most common to cities are the following:

- Contracts that are competitively bid, publicly invited, and opened
- Contracts for the purchase of goods or services by a city that benefit a city officer or employee, if the purchases benefiting that officer or employee do not exceed a cumulative total purchase price of \$6,000 in a fiscal year

Section 362.5 also exempts contracts in which a city officer or employee has an interest solely by reason of employment if the contract is done through competitive bid, contracts with a corporation in which a city officer or employee has an interest by reason of stock holdings of less than 5 percent, and contracts that were made before the time the officer or employee was elected or appointed (but such contracts may not be renewed).

Code of Iowa Section 68B.2A states that, “Any person who serves or is employed by the state or a political subdivision of the state shall not engage in any outside employment or activity which conflicts with the person's official duties and responsibilities.” If a board or commission member has outside employment or an activity that is subject to official control, inspection review, audit, or enforcement of the City board or commission in which they serve, the board or commission member is either required to publicly disclose the existence of the conflict and refrain from taking any official action or performing any official duty that would detrimentally affect or create a benefit for the outside employment or activity.

REMOVAL AND ABOLISHMENT

Iowa Administrative Code 372.15 provides the procedures for the removal of an appointed board or commission member. The Mayor shall provide a written order providing the reasons for the removal from a board or commission. This order will be filed with the City Clerk and sent by certified mail to the person who is being removed. The board/commission member being removed may request a public hearing before the City Council on all issues connected with the removal. This request must be filed with the City Clerk within 30 days of the date of mailing the order. The hearing shall then be held within 30 days of the date the request was filed unless a later date is requested.

The City Council may take actions to abolish boards and commissions as necessary. This would not include those boards and commissions legally required to exist in the community. The necessary action for abolishment would be a resolution or ordinance to make the change, depending on how the board or commission was originally established and governed.

BOARDS AND COMMISSIONS

The City of Marshalltown currently has a number of boards and commissions. The information below is a summary of each of the existing boards and commissions, as well as some of the stated responsibilities and procedures.

Board of Adjustment

Assigned Department: Housing & Community Development

The Zoning Board of Adjustment is a board required by the Iowa Code. This board includes five members appointed to five-year terms. No more than two of the five members may also be appointed to the Plan and Zoning Commission. A majority of the members shall be representatives of the public at large and shall not be involved in the business of purchasing or selling real estate.

The duties of the Board are spelled out in Chapter 156.I.003 of the Marshalltown Code of Ordinances, as well as the Iowa Code. This group is the group that hears appeals related to the denial of permits or interpretations issued by the Zoning Administrator. This group also hears requests for variances from the zoning regulations, as well as requests for special uses, including home occupation special use permits.

Building Board of Appeals

Assigned Department: Housing & Community Development

The Building Board of Appeals is created through the adoption of the International Building Code in 151.002 of the Code of Ordinances. This Board consists of five members who are qualified by experience and training to deliberate and rule on matters of building construction. Terms for each board member are five years. This board meets on an as-needed basis. The City's Building Official shall serve as an ex officio member of the Board.

The purpose of the Building Board of Appeals is to provide for a reasonable interpretation of the Building Code in cases where the interpretation of the Building Code is brought into question. This Board also hears appeals for dangerous buildings as well. All decisions must be rendered within 30 days of a hearing.

Civil Service Commission

Assigned Department: Human Resources

In the State of Iowa, all cities with populations greater than 8,000 are required to have a Civil Service Commission. Marshalltown's Civil Service Commission consists of three members who are citizens of Iowa and Marshalltown and are eligible electors. Terms are for four years. Civil Service Commissioners are required to have no financial relationships with the City of Marshalltown unless awarded by competitive bid.

The Civil Service Commission functions as an approval arm for the hiring of civil service employees. The Commission approves hiring and promotional processes and ultimately a hiring or promotional list, which is then received by the City Council. The Civil Service Commission also hears appeals of disciplinary actions of civil service employees and functions as a judicial body for this review.

Electrical Appeal Board

Assigned Department: Public Works

The Electrical Appeal Board consists of three members who are to be Marshalltown residents: one member of the public, one journeymen electrician, and one licensed electrical contractor. Each term is for 6 years. A member of the Electrical Appeal Board shall not also be a member of the Electrical Examiners Board.

This Board hears appeals of those who disagree with the rulings and interpretations of the City Electrical Inspector. This group may also allow for variances from the adopted version of the National Electric Code.

Fire Code Board of Appeals

Assigned Department: Fire Department

The Fire Code Board of Appeals is created in Chapter 91 of the Code of Ordinances. This five-member board is to hear appeals on the application of the adopted International Fire Code. The Fire Chief serves as an ex officio member of the board. Each board member is appointed to a four-year term. This board meets infrequently.

Membership for the Fire Code Board of Appeals requires a very specific skill set. One member needs to be a practicing design professional registered in the practice of engineering or architecture. One member needs to be a qualified engineer, technologist, technician, or safety professional trained in fire protection engineering, fire science, or fire technology. One member is to be a registered industrial or chemical engineer, certified hygienist, certified safety professional, certified hazardous materials manager, or comparably qualified specialist with experience. One member shall be a contractor regularly engaged in the construction, alteration, maintenance, repair, or remodeling of buildings or building services and systems regulated by the International Fire Code. And finally, one member shall be a representative of business or industry not represented by a member from one of the other categories of board members described above.

Investment Committee

Assigned Department: Finance Department

The City of Marshalltown Investment Policy creates an Investment Committee to review the City's investments and compliance with the Investment Policy. This Committee consists of three members possessing professional financial and investment backgrounds. Each member is appointed to a four-year term. The group typically meets quarterly. If no investments are being made due to low CD interest rates, the Committee may opt not to meet.

Library Board of Trustees

Assigned Department: Library

The Library Board of Trustees of the Marshalltown Public Library consists of seven members, six of whom are required to be residents of Marshalltown and one who is a non-resident confirmed by the County Board of Supervisors. Each trustee is appointed to a term of six years unless filling a vacancy, which is for the unexpired term of the Trustee vacating the office. Terms start on July 1st and are to be staggered every two years. This board has monthly meetings.

The Board of Library Trustees functions as the supervisory board for the Marshalltown Public Library operations, budget, and staff. The Board of Trustees hires a Library Director to take on the day-to-day management while ensuring the materials and programs of the Library meet the needs of the community. Further specific duties and rules can be found in the Marshalltown Code of Ordinances, Chapter 31.045.

Parks & Recreation Advisory Committee

Assigned Department: Parks and Recreation

The Parks & Recreation Advisory Committee is a seven-member board made up of Marshalltown residents over the age of 18. Two of the members are required to have status as a veteran. Advisory Committee members are appointed to two-year terms, with no limit to the number of times they can be reappointed.

The role of the Parks & Recreation Advisory Committee is to provide a community view of the many facets of the operations of the Parks and Recreation Department. This group makes recommendations on a capital improvement plan, fees, programming, and more. Further specific duties and rules can be found in the Marshalltown Code of Ordinances, Chapter 31.048.

Plan & Zoning Commission

Assigned Department: Housing & Community Development

The City's Plan & Zoning Commission (P&Z for short) consists of seven members who must be residents of Marshalltown. Members also must have some qualifications in terms of knowledge or experience related to planning and zoning. Each term is for a period of 5 years.

P&Z is responsible for a number of requirements as set forth in the Iowa Code, which have been adopted locally into the Marshalltown Code of Ordinances, Chapter 150. Duties include making recommendations to the City Council on zoning regulations and districts, preparing the City's Comprehensive Plan, and approval of all subdivisions. P&Z also makes recommendations to the Board of Adjustment on special use permits. This Commission meets monthly or as needed to address new applications for rezoning requests, special use permits, subdivisions, and more.

Solid Waste Management Commission of Marshall County

Assigned Department: City Clerk

The City of Marshalltown can appoint five members to the Solid Waste Commission of Marshall County. Two of the appointees are City Council members and are the City's designated representatives on the Executive Board of the Solid Waste Commission. The remaining three appointees must be residents of Marshalltown. This group oversees the operations and management of the Marshall County Landfill. The full Commission is required to meet once every six months, with other meetings to occur as needed.

Water Works Board of Trustees

Assigned Department: Marshalltown Water Works

In 1903, the City Council approved an ordinance creating the Water Works Department and the Water Works Board of Trustees. This Board consists of three members who serve six-year terms and meet monthly. This is one of the only non-elected boards in the City that are compensated for their service.

The Board of Trustees is responsible for the requirements as set forth in the Marshalltown Code of Ordinances, 31.046. The board selects and hires a General Manager to oversee the daily operations. This group is also responsible for approving policies related to the operations and use of the water system, ensuring compliance with federal and state regulations, and setting rates to pay for the operations of the system and capital improvements.

Board and Commission Manual

Rules and Procedures

[Adopted November 8, 2021](#)
[Amended October 27, 2025](#)

City of Marshalltown
24 North Center Street
Marshalltown, Iowa 50158
www.marshalltown-ia.gov

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INTRODUCTION

Boards and commissions are a necessary and vital part of a local government's operations. Some are created to meet ongoing needs of the community and continue to exist for as long as they provide assistance to the Council, while others are mandated by state law. The structure, duties, and responsibilities of these bodies vary depending on each board or commission's specific purpose or mission. However, all have one feature in common—they were established to improve the quality of life for the citizens of Marshalltown. Thus, by serving on one of these bodies, residents have an opportunity to join with local government and administrative staff to ensure that the needs of Marshalltown citizens are served.

Serving on a board or commission is a significant and meaningful way to participate in civic life. As a board or commission member, you can share your expertise while directly participating in shaping your community. Many people choose to serve on boards and commissions as a means of gaining new skills, sharing diverse viewpoints, or to “step out of a comfort zone.” Some might also choose to utilize their seats as a means to attain higher leadership positions, appointed or elected.

This Manual is intended to provide information to those interested in serving on a board or commission as well as serving as a guidebook for current board and commission members to operate their meetings and understand the specific rules and regulations provided for their operations. For more information about boards and commissions and to apply, visit www.marshalltown-ia.gov.

CITY GOVERNMENT STRUCTURE

Mayor and Mayor Pro Tem

The Mayor is the chief executive officer of the City and carries out the responsibilities specified in the Code of Ordinances. When present, the Mayor is the presiding officer at meetings of the City Council. The Mayor has veto powers authorized by the Iowa Code. The Mayor appoints all board and commission members as provided for in these rules. The roles of these committees are detailed in the Board and Commission Manual, which is consistent with Iowa Code § 372.14.

The Mayor Pro Tem is vice president of the City Council. When the Mayor is absent or unable to act, the Mayor Pro Tem shall perform the Mayor's duties. The Mayor Pro Tem retains all of the powers of a Councilmember while performing the duties of the Mayor.

City Council

The City Council is the legislative body elected by the citizens of Marshalltown to make laws and policies for the community. The Council approves the budget and determines the tax rate, among other required duties set forth in the Iowa Code and Code of Ordinances. The Council is responsible for major issues, such as community growth, land use development, capital improvement plans, capital financing, and strategic planning. The Council appoints the City Administrator, who is tasked under the Code of Ordinances with the supervision of the City staff and with carrying out

most day-to-day functions of the City government when the Council is not in session. The Council supervises and evaluates the City Administrator's performance.

The role of a City Council member is similar to being a member of the board of directors of a large business. The City Council provides a focal point or the conscience of the community. It is not the job of Council members to become directly involved in the daily operations of the City. The City Administrator and the Department Directors are responsible for overseeing the implementation of services. The Council sets the level of services and the policies by which the City operates.

City Administrator

The City Council shall select a City Administrator, who serves as the Chief Administrative Officer, and shall evaluate his or her performance on a routine basis. The City Administrator shall work with, coordinate, and supervise the Department Directors who have the knowledge, ability, and expertise to manage their departments, including day-to-day operations, personnel supervision and assignment, expenditures within the limitations of the City budget, the administration of laws, rules and regulations applicable to their departments, and staffing. Except for the purposes of fact-finding, City Councilmembers shall deal with the administrative agencies of the City through the City Administrator.

Department Heads/City Staff

The City has multiple appointed positions which serve as the directors of multiple departments and functions throughout the City. These are the individuals leading the actions taken by City staff members on a daily basis as they carry out the essential duties of a local government. These are also the people boards and commissions are most likely to interact with as coordinators of their respective boards or commissions.

SELECTION, ~~AND~~ APPOINTMENT, AND TRAINING

In general, all board or commission members are appointed by the Mayor with the advice and consent of the City Council. To be considered for a board/commission, a person must complete an application, which is available at www.marshalltown-ia.gov or by contacting the City Clerk. Applications are kept on file for one year and are reviewed by the Mayor as positions on boards/commissions become available.

No committee appointed shall have powers other than advisory to the City Council or the City Administrator, except as otherwise specified by the Code of Ordinances or the Code of Iowa. Members of boards, committees, and commissions should be independent of the City Council, or other boards, committees and commissions, and of other governmental units, so they may exercise unbiased judgment in addressing the tasks and issues before them.

Selection criteria vary depending upon the purpose, mission, and requirements of each body. The following characteristics, however, are common to all board or commission members:

- An interest in the board's / commission's area of concern
- The ability and willingness to work
- The ability to work with other people in a tactful and cooperative manner

- The time to carry out the board's/commission's duties/responsibilities
- A community point of view
- Reside in the city limits of Marshalltown, unless the vacancy is for a county representative or no resident can be found to serve with the qualifications required.

Prior to accepting a position on a board or commission, citizens should be aware of that body's meeting schedule to ensure they will be able to make the necessary time commitment. Citizens who accept a position on a board or commission also accept responsibility for committing a portion of their time to prepare for meetings.

To ensure the effective operation of boards and commissions and by promoting accountability and regular attendance among its members, if any member has three (3) unexcused absences at six (6) consecutive meetings, such absences shall be grounds for requesting the member's resignation. If the member does not voluntarily resign following such request, the Mayor may initiate proceedings for removal of the member in accordance with Iowa Code § 372.15.

Ineligible Appointments

The following persons shall not be eligible for appointments to standing boards, committees, or commissions of the City of Marshalltown:

- a) Spouse, child, mother, father, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, stepmother, stepfather, stepchild, aunt, or uncle of a current City Council member.
- b) A current member of a comparable County board, committee, or commission, unless dual or joint memberships are provided for in the ordinance, resolution, or statute, which creates the board, committee, or commission to which appointment is being made.

Gender Balance

~~In 2009, the Iowa Legislature passed a law requiring appointive boards and commissions to be gender balanced by 2012, or as close as possible for boards and commissions with an uneven number of members. Only after making a good faith effort for 90 days to find sufficient volunteers to create gender balance may the City proceed to fill positions in a manner that does not evenly balance boards and commissions.~~

Newly Elected and Appointed Officials Training

House File 706, effective July 1, 2025, created a requirement that all newly elected and appointed officials of a government body attend training on Iowa Code Chapter 21 Open Meetings and Chapter 22 Open Records. The government body must retain a certificate verifying completion for the elected and appointed officials. Re-election or re-appointment to the position does not require you to attend the training. Individuals who were elected or appointed prior to July 1, 2025, are encouraged to participate in training to stay up to date and better ensure compliance. This requirement does include appointed members of boards and commissions if the appointed members are part of a government body as defined in Iowa Code 21.2. All newly elected or appointed officials must complete an approved training with in 90 days of: (1) taking the initial oath of office; (2)

assuming the responsibilities, if the member is not required to take an oath of office or; (3) after being elected to the office.

If an individual who is required to complete the training fails to do so, the individual has 60 days to complete the training upon notice of the deficiency. If they do not complete the training, then a fine can be assessed. The fines are outlined in Iowa Code 21.6(3) and range from \$500 for a violation up to \$12,500 if the violation is determined to be knowing and intentional.

MEETINGS

Notices of meetings and agendas for all meetings of City boards/commissions shall be given in compliance with the requirements of Chapter 21 of the Code of Iowa, also known as Iowa's Open Meetings Law. Meeting notices shall be posted at least twenty-four (24) hours prior to the meeting at City Hall, 24 North Center Street. Meeting agendas will also be posted on the City's website, www.marshalltown-ia.gov. Meeting agendas will also be distributed to board and commission members by signing up for notifications for a specific board or commission on [www.marshalltown-ia.govhttps://marshalltownia.portal.civicclerk.com/](https://marshalltownia.portal.civicclerk.com/).

All official meetings of boards/commissions shall be open to the public, except those legally designated as closed sessions. Meetings shall be held in a building or room that is accessible to persons with disabilities, which is normally the Council Chambers at the Marshalltown City Hall, located on the second floor of the building at 10 West State Street. For meetings held at other locations for any purpose, that meeting space shall be accessible to persons with disabilities to the maximum extent possible. Special arrangements for the hearing impaired, or for interpreters, will be considered upon request to the City Clerk.

Iowa Code Section 21.5 permits closed sessions for certain limited, and narrowly defined, reasons. If a board or commission is seeking to go into a closed session for a legally allowed purpose, the City Attorney or designee must have authorized the closed session and attend the closed session if applicable. A vote to go into a closed session requires an affirmative vote of either two-thirds (2/3) of the entire board or commission or all of the board or commission members present at the meeting. No formal action may be taken in closed session. Closed sessions are rarely used in board or commission meetings, but could occur. Specific procedures are to be followed with closed sessions, which will be explained by the City Attorney and/or City staff member coordinating the meeting.

The following rules only apply if no formal rule or regulation is adopted by the Code of Ordinances or the Code of Iowa related to a specific board or commission.

Designation of a Chairperson

Annually, each board or commission shall designate a chairperson to serve as the presiding officer at meetings. A vice-chairperson shall also be selected to serve as the presiding officer in the absence of the chairperson.

Quorum and Majority Vote

A quorum is necessary for the conduct of business. A majority of the board or commission members present shall constitute a quorum unless otherwise specified. If a quorum is not present, those in attendance may elect to discuss items, but may not take official action, except to adjourn to a later date.

A simple majority of all members present is required for board/commission votes unless otherwise specified for a specific situation. An “abstain” vote is a “no” vote unless the board or commission member states he or she has a conflict of interest and states the nature of the conflict.

Public Hearing Procedures

Some boards and commissions are required to hold public hearings as part of how they conduct business. Hearings shall be fair and impartial. If a board or commission member has a personal interest in the outcome of a hearing, such that there is a legally recognized conflict of interest, he or she should disqualify himself or herself from participation. Persons and groups who may be affected by the matter being discussed in the hearing shall be provided at least the minimum statutory notice of the time and place of the hearing. Such persons and groups attending the hearing shall be given a reasonable opportunity to be heard. Persons or groups requesting to address the board or commission may be represented by legal counsel and may present oral and documentary evidence.

The presiding officer should open the hearing and explain the hearing procedures. The presiding officer should inquire whether any comment on the public matter at issue has been received in writing for the record prior to the public attending the meeting to address the board/commission. If there are numerous persons representing the same views and opinions, the presiding officer may ask that a spokesperson be selected to speak on behalf of the group. If this arrangement cannot be made, the presiding officer may restrict each speaker to a limited time (generally three minutes) so that all may be heard. Irrelevant comments or speakers who run over the time allotted may be ruled out of order by the presiding officer.

Following comments from the public, staff persons who have information to present should be invited to present their respective reports.

When all interested persons (except as reasonably limited by the presiding officer, as stated above) have had the opportunity to speak, the hearing is closed, ending audience participation. Board or commission members may then discuss and take action on the proposal following the hearing if notice of such action is stated on the meeting agenda.

Action by Verbal Motion

When a board or commission member wishes to propose a possible action, the member must make a motion. In order to make a motion, these steps must be taken:

- a) The board/commission member asks to be recognized by the presiding officer.
- b) After being recognized, the member makes the motion (“I move...”).
- c) Another board/commission member seconds the motion.

- d) The presiding officer states the motion and asks for discussion.
- e) When there has been sufficient discussion, the presiding officer will close debate (“Are you ready for the question?” or “Is there any further discussion?”).
- f) If no one requests to make additional comments, the presiding officer puts the question to vote.
- g) After the vote, the presiding officer announces the outcome of the motion (“The motion is carried” or “Motion fails”).

Until the presiding officer states the motion (step d), the board/commission member making the motion may rephrase (amend) or withdraw it. After an amendment, the motion as amended must still be seconded and then voted upon. It is particularly important when a motion is amended that the presiding officer restate the motion, as amended.

MINUTES

Each board and commission is required to record the minutes of each of their meetings. A City staff member or a designated board/commission member will be responsible for recording the minutes of each meeting. The date, time, place, members present and action taken at each meeting must be recorded in the minutes. The minutes must also show the results of each vote taken and contain information sufficient to indicate the vote of each member present. Minutes are required to be approved at a subsequent meeting.

The minutes are public records open to public examination. Minutes of boards and commissions are not required to be published in the newspaper but are made available in the Agenda Center on the City’s website.

ROLES AND RESPONSIBILITIES

The City Council and all appointed boards and commissions are policy-oriented groups. When a board or commission has an item on a City Council meeting agenda, a representative from that body, which may be a staff representative, should be present at the City Council meeting. Similarly, when a member of any board or commission addresses the City Council at a public meeting, he or she should always clearly state whether he or she is speaking on behalf of the group or as an individual.

The City Council considers input and recommendations from a variety of sources in its decision-making process. Therefore, the Council may not always follow the specific recommendations of any one particular board, committee, or commission in adopting policy or procedure. Once the Council has established its position, members of advisory groups may continue to have reservations or individual objections. As representatives of the larger group, however, members should remember they are expected to act in a manner consistent with the established policy and/or program as approved by the City Council.

Legislative Issues Statements

The City Council is ultimately responsible for establishing City policy and determines the public position of the City on legislative matters. Therefore, commissions, boards, or committees shall not issue public statements on legislation pending before the City Council, unless said statements are reviewed and approved by the Council. This policy is not intended to prevent advisory groups from carrying out their normal functions publicly and openly; rather, its purpose is to establish that boards, committees, and commissions do not issue policy statements or take public positions which fall within the purview of the City Council.

Submitting a Formal Request for Consideration – Procedure

In the event a board, committee, or commission wishes to request the City Council endorse or approve a particular position or idea formulated by the board, committee, or commission, said request should first be reflected in the minutes of the meeting of the board, committee, or commission at which the action was approved. Following such action, the board, committee, or commission's secretary or staff liaison should submit a ~~written~~ request to the ~~City Council, with a copy to the~~ City Administrator's office for inclusion on the agenda of an upcoming City Council meeting. ~~In the interim, copies of the request will be made available to all Council members.~~ The communication should include the degree of urgency and a specific statement of the action requested.

Public Participation and Input

Members of appointed boards or commissions are encouraged to maintain awareness of public opinion. Citizen input should be welcomed and heard at meetings, and members should be considerate of all interests, attitudes, and differences of opinion. Members should be vigilant about maintaining not only the appearance but also the principle of impartiality.

Conflicts of Interest

Board or commission members must determine and declare if they have a conflict of interest on a given issue.

Iowa Code Chapter 362.5 states that, "A city officer or employee shall not have an interest, direct or indirect, in any contract or job of work or material or the profits thereof or services to be furnished or performed for the officer's or employee's city. A contract entered into in violation of this section is void." This provision is very broad. It not only prohibits the City from doing business with a company in which a city officer or employee has a direct interest, but it would also apply if the officer or employee had an indirect interest in such a company, such as if the officer's or employee's spouse or dependent child has an interest in a company doing business with the City. The prohibition also applies to any kind of work performed for the city, and to the provision of goods or services to the city, whether there is a formal contract in place or not.

However, there are instances or exceptions where this rule would not apply. Most common to cities are the following:

- Contracts that are competitively bid, publicly invited, and opened

- Contracts for the purchase of goods or services by a city which benefit a city officer or employee, if the purchases benefiting that officer or employee do not exceed a cumulative total purchase price of \$6,000 in a fiscal year

Section 362.5 also exempts contracts in which a city officer or employee has an interest solely by reason of employment if the contract is done through competitive bid, contracts with a corporation in which a city officer or employee has an interest by reason of stock holdings of less than 5 percent, and contracts that were made before the time the officer or employee was elected or appointed (but such contracts may not be renewed).

Code of Iowa Section 68B.2A states that, “Any person who serves or is employed by the state or a political subdivision of the state shall not engage in any outside employment or activity which is in conflict with the person's official duties and responsibilities.” If a board or commission member has outside employment or an activity that is subject to official control, inspection review, audit, or enforcement of the City board or commission in which they serve, the board or commission member is either required to publicly disclose the existence of the conflict and refrain from taking any official action or performing any official duty that would detrimentally affect or create a benefit for the outside employment or activity.

REMOVAL AND ABOLISHMENT

Iowa Administrative Code 372.15 provides the procedures for the removal of an appointed board or commission member. The Mayor shall provide a written order providing the reasons for the removal from a board or commission. This order will be filed with the City Clerk and sent by certified mail to the person who is being removed. The board/commission member being removed may request a public hearing before the City Council on all issues connected with the removal. This request must be filed with the City Clerk within 30 days of the date of mailing the order. The hearing shall then be held within 30 days of the date the request was filed unless a later date is requested.

The City Council may take actions to abolish boards and commissions as necessary. This would not include those boards and commissions legally required to exist in the community. The necessary action for abolishment would be a resolution or ordinance to make the change, depending on how the board or commission was originally established and governed.

BOARDS AND COMMISSIONS

The City of Marshalltown currently has a number of boards and commissions. The information below is a brief summary of each of the existing boards and commissions, as well as some of the stated responsibilities and procedures.

Board of Adjustment

Assigned Department: Housing & Community Development

The Zoning Board of Adjustment is a board required by Iowa Code. This board includes five members appointed to five year terms. No more than two of the five members may also be

appointed to the Plan and Zoning Commission. A majority of the members shall be representatives of the public at large and shall not be involved in the business of purchasing or selling real estate.

The duties of the Board are spelled out in Chapter ~~156.620~~ 156.I.003 of the Marshalltown Code of Ordinances, as well as the Iowa Code. This group is the group that hears appeals related to the denial of permits or interpretations issued by the Zoning Administrator. This group also hears requests for variances from the zoning regulations as well as requests for special uses including home occupation special use permits.

Building Board of Appeals

Assigned Department: Housing & Community Development

The Building Board of Appeals is created through the adoption of the International Building Code in 151.002 of the Code of Ordinances. This Board consists of five members who are qualified by experience and training to deliberate and rule on matters of building construction. Terms for each board member are five years. This board meets on an as needed basis. The City's Building Official shall serve as an ex-officio member of the Board.

The purpose of the Building Board of Appeals is to provide for reasonable interpretation of the Building Code in cases where the interpretation of the Building Code is brought into question. This Board also hears appeals for dangerous buildings as well. All decisions must be rendered within 30 days of a hearing.

Civil Service Commission

Assigned Department: Human Resources

In the State of Iowa, all cities with populations greater than 8,000 are required to have a Civil Service Commission. Marshalltown's Civil Service Commission consists of three members that are citizens of Iowa and Marshalltown and are eligible electors. Terms are for four years. Civil Service Commissioners are required to have no financial relationships with the City of Marshalltown unless awarded by competitive bid.

The Civil Service Commission functions as an approval arm for the hiring of civil service employees. The Commission approves hiring and promotional processes and ultimately a hiring or promotional list which is then received by the City Council. The Civil Service Commission also hears appeals of disciplinary actions of civil service employees and functions as a judicial body for this review.

Electrical Appeal Board

Assigned Department: Public Works

The Electrical Appeal Board consists of three members who are to be Marshalltown residents: one member of the public, one journeymen electrician, and one licensed electrical contractor. Each term is for 6 years. A member of the Electrical Appeal Board shall not also be a member of the Electrical Examiners Board.

This Board hears appeals of those who disagree with the rulings and interpretations of the City Electrical Inspector. This group may also allow for variances from the adopted version of the National Electric Code.

Fire Code Board of Appeals

Assigned Department: Fire Department

The Fire Code Board of Appeals is created in Chapter 91 of the Code of Ordinances. This five-member board is to hear appeals on the application of the adopted International Fire Code. The Fire Chief serves as an ex-officio member of the board. Each board member is appointed to a four-year term. This board meets infrequently.

Membership for the Fire Code Board of Appeals requires a very specific skill set. One member needs to be a practicing design professional registered in the practice of engineering or architecture. One member needs to be a qualified engineer, technologist, technician, or safety professional trained in fire protection engineering, fire science, or fire technology. One member is to be a registered industrial or chemical engineer, certified hygienist, certified safety professional, certified hazardous materials manager, or comparably qualified specialist experience. One member shall be a contractor regularly engaged in the construction, alteration, maintenance, repair, or remodeling of buildings or building services and systems regulated by the International Fire Code. And finally, one member shall be a representative of business or industry not represented by a member from one of the other categories of board members described above.

~~Housing Advisory Board (eliminated now covered by Building Board of Appeals)~~

~~Assigned Department: Housing & Community Development~~

~~The Housing Advisory Board consists of six members, four of which are qualified by experience and training to understand Housing Code enforcement. Membership on the Board shall satisfy the following required positions: one state-licensed realtor; one state-registered architect or engineer; one contractor experienced in remodeling; one lending institution representative; and two representatives of the general public, one of whom shall be a landlord. Each Board member shall have had at least five years' experience in his or her respective field.~~

~~The Housing Advisory Board serves as a place for appeal for actions taking by the Housing Officer as part of the City's registered rental program. This group may also grant variances of the Housing Code and make recommendations on rules and regulations for the City Council to consider. This Board meets as needed.~~

Investment Committee

Assigned Department: Finance Department

The City of Marshalltown Investment Policy creates an Investment Committee to review the City's investments and compliance with the Investment Policy. This Committee consists of three members possessing professional financial and investment backgrounds. Each member is appointed to a four-year term. The group typically meets quarterly. If no investments are being made due to low CD interest rates, the Committee may opt to not meet.

Library Board of Trustees

Assigned Department: Library

The Library Board of Trustees of the Marshalltown Public Library consists of seven members, six of whom are required to be residents of Marshalltown and one who is a non-resident confirmed by the County Board of Supervisors. Each trustee is appointed to a term of six years unless filling a vacancy, which is for the unexpired term of the Trustee vacating the office. Terms start on July 1st and are to be staggered every two years. This board has monthly meetings.

The Board of Library Trustees functions as the supervisory board for the Marshalltown Public Library operations, budget and staff. The Board of Trustees hires a Library Director to take on the day-to-day management while ensuring the materials and programs of the Library meet the needs of the community. Further specific duties and rules can be found in the Marshalltown Code of Ordinances, Chapter 31.045.

Parks & Recreation Advisory Committee

Assigned Department: Parks and Recreation

The Parks & Recreation Advisory Committee is a seven-member board made up of Marshalltown residents over the age of 18. Two of the members are required to have status as a veteran. Advisory Committee members are appointed to two-year terms, with no limit to the number of times they can be reappointed.

The role of the Parks & Recreation Advisory Committee is to provide a community view of the many facets of the operations of the Parks and Recreation Department. This group makes recommendations on a capital improvement plan, fees, programming, and more. Further specific duties and rules can be found in the Marshalltown Code of Ordinances, Chapter 31.048.

Plan & Zoning Commission

Assigned Department: Housing & Community Development

The City's Plan & Zoning Commission (P&Z for short) consists of seven members who must be residents of Marshalltown. Members also must have some qualifications in terms of knowledge or experience related to planning and zoning. Each term is for a period of 5 years.

P&Z is responsible for a number of requirements as set forth in the Iowa Code, which have been adopted locally into the Marshalltown Code of Ordinances, Chapter 150. Duties include making recommendations to the City Council on zoning regulations and districts, preparing the City's Comprehensive Plan, and approval of all subdivisions. P&Z also makes recommendations to the Board of Adjustment on special use permits. This Commission meets monthly or as needed to address new applications for rezoning requests, special use permits, subdivisions, and more.

Solid Waste Management Commission of Marshall County

Assigned Department: City Clerk

The City of Marshalltown is able to appoint five members to the Solid Waste Commission of

Marshall County. Two of the appointees are City Council members and are the City's designated representatives on the Executive Board of the Solid Waste Commission. The remaining three appointees must be a resident of Marshalltown. This group oversees the operations and management of the Marshall County Landfill. The full Commission is required to meet once every six months, with other meetings to occur as needed.

Water Works Board of Trustees

Assigned Department: Marshalltown Water Works

In 1903, the City Council approved an ordinance creating the Water Works Department and the Water Works Board of Trustees. This Board consists of three members who serve six year terms and meet monthly. This is one of the only non-elected boards in the City that are compensated for their service.

The Board of Trustees is responsible for the requirements as set forth in the Marshalltown Code of Ordinances, 31.046. The board selects and hires a General Manager to oversee the daily operations. This group is also responsible for approving policies related to the operations and use of the water system, ensuring compliance with federal and state regulations, and setting rates to pay for the operations of the system and capital improvements.



**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Deb Millizer, Housing & Community Development Director
Meeting Date: October 27, 2025
Re: Resolution Approving Amendment 1 to the Service Agreement with Safe Building for Rental Property Inspection Services

Strategic Plan Objective:

Organizational Excellence – Ensure efficient delivery of City services and maintain compliance with local codes through reliable contract partnerships.

Recommended:

Staff recommends approval of the resolution authorizing Amendment 1 to the Services Agreement with Safe Building for rental inspection services.

Budget Impact:

Funds for rental inspection services are included in the FY25 and FY26 budgets under the Housing and Community Development Department. No change in compensation rates or additional financial impact is associated with this amendment.

Description/Background:

The City of Marshalltown entered into a Services Agreement with Safe Building on November 15, 2022, for the provision of code consulting and inspection of rental properties. The current agreement is set to expire on December 31, 2025. This amendment extends the contract through June 30, 2026, with the option for the City to extend an additional six months if needed. The extension ensures uninterrupted inspection services while the City evaluates long-term program needs and prepares for future procurement of inspection services. This extension request follows budget review discussions with the City Council in which bringing an additional rental inspector in-house, rather than contracting out, was discussed, and it will afford time to develop a hiring plan and onboard a new inspector. No other terms of the contract are being modified.

Attachments:

1. 2025-10-27_2025-217_Resolution Approving Amendment 1 to Safe Building Service Agreement

2. Marshalltown Rental Agreement
3. Service Agreement Rental- Marshalltown 2022_Signed

**RESOLUTION APPROVING AMENDMENT 1 TO THE SERVICES AGREEMENT
WITH SAFE BUILDING FOR RENTAL PROPERTY INSPECTION SERVICES**

WHEREAS, the City Council of Marshalltown, Iowa, entered into a Services Agreement with Safe Building on November 15, 2022, for the provision of code consulting and inspection of rental properties within the City of Marshalltown; and

WHEREAS, the existing Agreement is set to expire on December 31, 2025; and

WHEREAS, City staff and Safe Building have agreed to extend the term of the Agreement through June 30, 2026, with the option for the City to extend for an additional six (6) months beyond that date; and

WHEREAS, the City Council of Marshalltown finds that this amendment is in the best interest of the City and necessary to maintain continuity of service during the transition to a new rental inspection services contract.

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

Section 1. That the attached Amendment 1 to the Services Agreement with Safe Building is hereby approved in all respects and particulars

Section 2. That the Mayor and City Clerk be authorized and directed to execute said contract for Services on behalf of the City of Marshalltown, Iowa.

Passed this 27th day of October 2025, and signed this _____ day of October 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

MARSHALLTOWN

— I O W A —

HOUSING & COMMUNITY DEVELOPMENT

Deb Millizer, Director
Clayton Ender, Assistant Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5756
Fax - (641) 754-5717

First Amendment to Services Agreement

This First Amendment to the Services Agreement ("Amendment") is made and entered into this ____ day of _____, 2025, by and between Safe Building ("Contractor") and the City of Marshalltown ("Client").

Recitals

WHEREAS, Contractor and Client entered into a Services Agreement dated November 15, 2022 ("Agreement"), under which Contractor provides code consulting and inspection of rental properties for the City of Marshalltown; and

WHEREAS, the Agreement is set to expire on December 31, 2025; and

WHEREAS, the parties desire to amend the Agreement to allow services to continue for an additional period of time while the City evaluates long-term contracting options and prepares to transition services in-house.

1. Term

Section 3 of the Agreement is hereby amended to provide that, notwithstanding the December 31, 2025 expiration, the Agreement shall continue for an additional term beginning on January 1, 2026 and ending on June 30, 2026 (the "Extended Term"), unless earlier terminated in accordance with the Agreement.

The City may, at its sole discretion, extend the Agreement for an additional six (6) months, through December 31, 2026 (the "Optional Extension").

2. Compensation

Compensation during the Extended Term and any Optional Extension shall remain as set forth in Schedule B of the Agreement, unless otherwise amended in writing and signed by both parties.

CITY COUNCIL

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



3. Effect of Amendment

Except as expressly amended by this Amendment, all terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between this Amendment and the Agreement, this Amendment shall control.

SAFE BUILDING

By: Chad Bernholtz

Name: Chad Bernholtz

Title: President

Date: 10/8/25

Address: PO Box 107

Polk City, IA 50226

CITY OF MARSHALLTOWN

By: _____

Name: _____

Title: _____

Date: _____

Address: 24 N. Center St.

Marshalltown, IA 50158

CITY COUNCIL

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





SERVICES AGREEMENT

This Services Agreement ("**Agreement**") is made and entered into this 15th day of November, 2022 (the "**Effective Date**") by and between Safe Building ("**Contractor**") and the City of Marshalltown ("**Client**").

1. **Services to be Provided.** The Contractor shall provide those services detailed in **Schedule A**, attached hereto, and incorporated herein by reference (hereinafter referred to as the "**Services**").

2. **Compensation.** In consideration of Contractor's Services hereunder, Client shall pay Contractor the fees outlined in **Schedule B**, attached hereto, and incorporated herein by reference. Schedule B may be revised by Contractor unilaterally every twelve (12) months by providing the Client with sixty (60) days prior written notice of the new fee schedule. All payments under the Agreement shall be due upon receipt of Contractor's invoice and payable no later than thirty (30) days from the date of the invoice. Contractor reserves the right to cease providing Services at any time due to the Client's failure to make timely payment. In the event the Client fails to pay any invoice in a timely manner and Contractor takes action to collect such amounts, the Client shall be responsible for all costs and fees, including legal fees, Contractor incurred in enforcing this Agreement.

3. **Term and Termination.** This Agreement will begin on the Effective Date of the signed agreement by both parties and shall continue until December 31, 2025 or earlier if either party notifies the other party of the termination of this agreement, which may be terminated by either party with or without cause by giving the other party thirty (30) days prior written notice. Updates to this agreement can be proposed by either party at any time and a new agreement would only become effective upon both parties entering a new signed agreement, which will terminate previous agreements of this type.

4. **Relationship of the Parties.** The parties hereto are independent contractors. This Agreement does not constitute and shall not be construed in any manner so as to create between these parties a joint venture, employment relationship, agency agreement, partnership or any other relationship other than that of independent contractors, except that Contractor shall be treated as property maintenance rental inspector or other applicable official for the Client for the purposes of code enforcement as set out by the International Code Council.

5. **Responsibility, Indemnification and Limitation of Liability.** Contractor makes no warranty relating to any Client provided materials and does not warrant any action or inaction by Client and has no responsibility, therefore. Contractor makes no representations regarding the accuracy of the Client provided materials which are and remain the exclusive responsibility of the Client.



6. Miscellaneous Provisions. This Agreement may not be assigned by either party without the express written consent of the other party. This Agreement is for the benefit of the parties hereto and there shall be no third-party beneficiary. This Agreement may not be amended unless done so in writing, signed by both parties, and approved by the City Council; provided however, Schedule B may be amended by Contractor as provided for in Section 2. The invalidity of any provision of this Agreement shall not affect the validity or enforceability of any other provision. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

SAFE BUILDING

By: Chad Smith

Title: Safe Building President

Date: 11/15/2022

Address: PO Box 107

Polk City, IA 50226

CITY/CLIENT

By: Joel Greer

Title: Mayor

Date: 11/15/2022

Address: 24 N Center St.

Marshalltown, IA 50158



SCHEDULE A - Services

The Services to be provided under this Agreement include:

1. Code consulting and inspection of rental properties based on the housing code and other applicable codes as adopted by the City of Marshalltown.
2. Safe Building upon request attends any meeting and provides progress reports.
3. Other duties as agreed upon by both parties.

SCHEDULE B - Fee Schedule

Rental Inspection:

Initial inspection and first inspection in any unit or dwelling:	\$90
Each additional initial inspection (duplex or townhome):	\$50
Each additional initial inspection in same building/address (apartment):	\$20
Large initial inspection of the same building complex (16+ units capped at):	\$400

If Safe Building conducts inspections of a failed property, the re-inspection fees are the same as the initial inspection fee listed above per unit.



**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Heather Thomas, Public Works Director
Meeting Date: October 27, 2025
Re: Resolution Approving Reimbursement Estimate with Union Pacific Railroad Company for the Center St Viaduct Railroad Project and Construction Management, Project STR21002, in the estimated amount of \$90,000

Strategic Plan Objective:

None of the Top or High Priority Goals identified in the 2025 Strategic Plan are related specifically to the Center Street Viaduct Project; however, a High Priority Goal was to determine allocation of remaining bond proceeds of which the Center Street Viaduct project is utilizing Bond Funds.

Recommended:

Recommend approving UPRR Estimate in the amount of \$90,000.

Budget Impact:

We have sufficient bond funds to cover this Estimate from the 2021 GO Bond (Fund 363). Until the project is bid so we know construction costs and enter into a construction engineering agreement, we won't know if we have allocated full funding for the project, but estimate to be about \$130k short if construction bid comes in at OPC or about \$466k short if we allow for a 10% contingency.

We have funding available in RUT or Street Bond Funds if a short fall remains. Below is my latest estimate of total project costs:

Expenses:

Item	Vendor	Cost	Notes
Conceptual Engineering	Stanley	\$ 121,400.00	Contract Completed / Paid 12/14/21
Design Engineering	Stanley	\$ 222,400.00	
UP RR Preliminary Reimbursement Agreement	UP Railroad	\$ 25,000.00	
Material for Temporary Finger Joint Welding	Central Iowa Machine	\$ 6,036.00	Contract Completed - Paid 03/10/23
Design Engineering Amend	Stanley	\$ 33,500.00	Executed 05/29/24
UPRR Permit	UP Railroad	\$ 1,000.00	Agreement executed 10/17/25
UPRR Construction Reimbursement Agreement	UP Railroad	\$ 90,000.00	Estimate for Council Approval 10/27/25

Construction Engineering	TBD	\$ 400,000.00	HAT Estimate, Need to Get from Stanley
Construction	TBD	\$ 3,307,378.00	Stanley's OPC 07/01/2025 with Alt A (Note Alt B would increase it \$1,040)
Construction Contingency	TBD	\$ 330,738.00	Iowa DOT Required 10%
TOTAL		\$ 4,537,452.00	*

Revenue:

Fund / Source	Revenue	Notes
Fund 110 – Road Use Tax (FY21)	\$ 60,700.00	
Fund 110 – Road Use Tax (FY22)	\$ 60,700.00	
Fund 363 – 2021 GO Bond	\$ 1,700,000.00	11/03/21 Bond Sale
Fund 363 – 2021 GO Bond	\$ 750,000.00	Pulled 750k funds from the “Street Improvement Plan” designation that was bonded for when cost estimates increased (09/26/22)
Fund 363 – 2021 GO Bond	- \$ 62,272.00	Fund Swap to Utilize P/F Bond
Fund 354 – Police & Fire Bond	\$ 62,272.00	Fund Swap to Utilize P/F Bond
City Bridge Grant Funds	\$ 1,500,000.00	
TOTAL	\$ 4,071,400.00	*
* This represents a shortfall of \$ 466,052.00. We will have a better idea on costs upon bidding. Potential funding sources for this shortfall include: - Interest we will accrue in Fund 363, 2021 GO Bond that has not yet been allocated. - Street Improvement Plan Funds (363 GO Bond - 2021, 364 GO Bond - 2022, or 365 GO Bond - 2023) - Cash on hand in Fund 110, Road Use Tax		

Description/Background:

ESTIMATE BACKGROUND: UPRR requires all projects within, including overhead, their right-of-way areas to compensate UPRR and their contracted companies for review and oversight of the project. This \$90,000 estimate is for the construction phase, which follows the \$25,000 reimbursement agreement from design and \$1,000 overpass agreement fee.

PROJECT BACKGROUND: The city's Center Street Viaduct was evaluated in 2020 and 2021 to determine the best options for repair. This resulted in a multi-phase project with the first phase including the following items:

- i. Replace roller bearings / finger expansion joints
- ii. Repaint beam in replacement area
- iii. Partial overlay of bridge deck over north abutment
- iv. Replace deck drains
- v. Repaint Pedestrian Railing
- vi. Repair north vaulted abutment (gun club area)
- vii. Repair south abutment slab

During design, costs of these improvement continued to increase substantially. They essentially doubled what Stanley initially estimated in 2021. As a better handle on what costs would be in the December 2022 / early 2023 timeframe became more evident, several discussion and items were

brought forth to Council for further direction, which resulted in the City applying for City Bridge funding in the amount of \$1.5 M in grant funds towards construction, which we have approved the grant funding agreement for in March 2024. City staff did a temporary repair to the finger joints in 2023. With the city bridge funding being federal funds, they included special requirements that were followed to conduct additional environmental review and plan changes. This project will no longer be a local letting, it will go through Iowa DOT letting process, which is scheduled for a January 21, 2026 letting. Iowa DOT will be setting project completion parameters (working day / contract late start or construction completion dates) in the next month or so. Due to federal requirements, we will need to hire a consultant to provide construction phase work to meet federal audit requirements that we don't have staff / software for in-house at a later date as well. I will bring an agreement for that work following the bid letting.

Attachments:

1. 2025-10-27_2025-218_Resolution UPRR Reimbursement Estimate
2. Exhibit C-1 UPRR Estimate of Force Account
3. UPRR Grade Separation Agreement

RESOLUTION APPROVING REIMBURSEMENT ESTIMATE WITH UNION PACIFIC RAILROAD COMPANY FOR THE CENTER ST VIADUCT RAILROAD PROJECT AND CONSTRUCTION MANAGEMENT, PROJECT STR21002, IN THE ESTIMATED AMOUNT OF \$90,000

WHEREAS, the City Marshalltown, Iowa, desires to undertake a repair project on the Center Street Viaduct which is located over the Union Pacific Railroad Right-of-Way; and

WHEREAS, the City previously entered into a Reimbursement Agreement for Preliminary Engineering Services with the Union Pacific Railroad Company; and

WHEREAS, the Union Pacific Railroad Company has approved of the City's design of the repair project; and

WHEREAS, the City has entered into a Public Highway Overpass Agreement with the Union Pacific Railroad Company which requires the City to reimburse the Union Pacific Railroad Company for certain construction management activities during construction; and

WHEREAS, the Union Pacific Railroad Company has provided the City an estimate of force account work, Exhibit C-1, which estimates the costs of the construction management activities to be \$90,000; however, all necessary railroad services will be billed at actual cost; and

WHEREAS, the Council of Marshalltown finds that approving this estimate to be in the best interest of the City.

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

Section 1. That the attached Exhibit 1-C with Union Pacific Railroad Company for the Center Street Viaduct Project, is hereby approved in all respects and particulars.

Section 2. That the Mayor, Public Works Director, and City Clerk be authorized and directed to execute necessary purchase orders and pay said invoices for Services on behalf of the City of Marshalltown, Iowa.

Passed this 27th day of October 2025, and signed this _____ day of October 2025.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

EXHIBIT C-1

**ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY**

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE: 7/22/2025

LOCATION: Marshalltown, IA DOT: 190622Y	SUBDIVISION Clinton Sub	STATE: IA			
DESCRIPTION	LABOR	MATERIAL	UP %0	Agency % 100	TOTAL
ENGINEERING					
Project Management	\$ 15,000	\$ -	\$ -	\$ 15,000.00	\$ 15,000
Construction Submittals	\$ 10,000	\$ -	\$ -	\$ 10,000.00	\$ 10,000
Construction Management	\$ 65,000	\$ -	\$ -	\$ 65,000.00	\$ 65,000
Digital Observation (*If Required*)	\$ 150/day	\$ 250/day			
TOTAL PROJECT:	\$ 90,000	\$ -	\$ -	\$ 90,000.00	\$90,000

TOTAL ESTIMATED COST: \$90,000

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF
MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL
COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

****Digital Observation (*If Required*) = This will be assessed when determined to be required by UPRR****

Flagging is NOT included in this estimate. Agency's are instructed to follow Union Pacific's Third Party Flagging Policy.

Please utilize the following link to Union Pacific's Third Party Flagging Policy:

https://www.up.com/real_estate/third-party-flagging/index.htm

UP Real Estate Project No. 0783613

PUBLIC HIGHWAY OVERPASS AGREEMENT

South Center Street
DOT 190622Y
Milepost 151.51 – Clinton Subdivision
Marshalltown, Marshall County, State of Iowa

THIS AGREEMENT ("Agreement") is made and entered into as of 10/17/2025 ("Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, to be addressed at Real Estate Department, 1400 Douglas Street, Mail Stop 1690, Omaha, Nebraska 68179 ("Railroad") and **CITY OF MARSHALLTOWN**, a municipal corporation or political subdivision of the State of Iowa to be addressed at 24 N Center St, Marshalltown, Iowa, 50158 ("Political Body"),

RECITALS:

Presently, the Political Body utilizes the Railroad's property for the existing grade separated overpass structure (the "Structure") that carries vehicular traffic traversing on South Center Street over Railroad's 151.51 on Railroad's Clinton Subdivision at or near Marshalltown, Marshall County, State of Iowa (the "Crossing Area")

The Political Body desires to undertake as its project (the "Project") repairs to the existing structure located on the Railroad's Property. The Crossing Area is shown on the print marked **Exhibit A** and described in the Plans marked **Exhibit A-1** with each exhibit being attached hereto and hereby made a part hereof.

The Railroad right of way right utilized by the Political Body for the Structure is sufficient to allow for the repairs of the Structure.

The Railroad and the Political Body are entering into this Agreement to cover the above.

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between the parties hereto as follows:

Section 1. EXHIBITS B AND D

The general terms and conditions marked **Exhibit B**, and the Railroad's Coordination Requirements marked **Exhibit D**, are attached hereto and hereby made a part hereof.

Section 2. RAILROAD GRANTS RIGHT

For and in consideration of the sum of **ONE THOUSAND DOLLARS (\$1,000.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and comply with the terms of this Agreement, the Railroad hereby grants to the Political Body the right to construct, maintain and repair the Structure over and across the Crossing Area.

Section 3. DEFINITION OF CONTRACTOR

For purposes of this Agreement the term "Contractor" shall mean the contractor or contractors hired by the Political Body to perform any Project work on any portion of the Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's respective employees, officers and agents, and others acting under its or their authority.

Section 4. CONTRACTOR'S RIGHT OF ENTRY AGREEMENT - INSURANCE

A. Prior to Contractor performing any work within the Crossing Area involving the Project, and any subsequent maintenance or repair work, the Political Body shall require the Contractor to:

- execute the Railroad's then current Contractor's Right of Entry Agreement
- obtain the then current insurance required in the Contractor's Right of Entry Agreement; and
- provide such insurance policies, certificates, binders and/or endorsements to the Railroad.

B. The Railroad's current Contractor's Right of Entry Agreement is marked **Exhibit E**, attached hereto and hereby made a part hereof. The Political Body confirms that it will inform its Contractor that it is required to execute such form of agreement and obtain the required insurance before commencing any work on any Railroad property. Under no circumstances will the Contractor be allowed on the Railroad's property without first executing the Railroad's Contractor's Right of Entry Agreement and obtaining the insurance set forth therein and also providing to the Railroad the insurance policies, binders, certificates and/or endorsements described therein.

C. All insurance correspondence, binders, policies, certificates and/or endorsements shall be sent to:

Manager - Contracts
Union Pacific Railroad Company
Real Estate Department
1400 Douglas Street, Mail Stop 1690
Omaha, NE 68179-1690
UP File Project No. 0783613

D. If the Political Body's own employees will be performing any of the Project work, the Political Body may self-insure all or a portion of the insurance coverage subject to the Railroad's prior review and approval.

Section 5. FEDERAL AID POLICY GUIDE

If the Political Body will be receiving any federal funding for the Project the current rules, regulations and provisions of the Federal Aid Policy Guide as contained in 23 CFR 140, Subpart I and 23 CFR 646, Subparts A and B are incorporated into this Agreement by reference.

Section 6. NO PROJECT EXPENSES TO BE BORNE BY RAILROAD

The Political Body agrees that no Project costs and expenses are to be borne by the Railroad. In addition, the Railroad is not required to contribute any funding for the Project.

Section 7. WORK TO BE PERFORMED BY RAILROAD; BILLING SENT TO POLITICAL BODY; POLITICAL BODY'S PAYMENT OF BILLS

A. The work to be performed by the Railroad, at the Political Body's sole cost and expense, is described in the Railroad's Material and Force Account Estimate dated 07/22/2025, marked **Exhibit C**, attached hereto and hereby made a part hereof (the "Estimate"). As set forth in the Estimate, the Railroad's estimated cost for the Railroad's work associated with the Project is Ninety Thousand Dollars (\$90,000.00).

B. The Railroad, if it so elects, may recalculate and update the Estimate submitted to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within six (6) months from the date of the Estimate.

C. The Political Body acknowledges that the Estimate does not include any estimate of flagging or other protective service costs that are to be paid by the Political Body or the Contractor in connection with flagging or other protective services provided by the Railroad in connection with the Project. All of such costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.

D. The Railroad shall send progressive billing to the Political Body during the Project, and final billing to the Political Body within three hundred sixty five (365) days after receiving written notice from the Political Body that all Project work affecting the Railroad's property has been completed and the Railroad Representative named in **Exhibit D** has closed the Project work order and notified the Political Body.

E. The Political Body agrees to reimburse the Railroad within thirty (30) days of its receipt of billing from the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, all actual costs of engineering review (including preliminary engineering review costs incurred by Railroad prior to the Effective Date of this Agreement), construction, inspection, flagging (unless flagging costs are to be billed directly to the

Contractor), procurement of materials, equipment rental, manpower and deliveries to the job site and all direct and indirect overhead labor/construction costs including Railroad's standard additive rates.

Section 8. PLANS

A. The Political Body, at its expense, shall prepare, or cause to be prepared by others, the detailed plans and specifications for the Project and the Structure and submit such plans and specifications to the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, for prior review and approval. The plans and specifications shall include all appurtenances, associated drainage, shoring, sheeting and excavations for bents and/or abutments next to or adjacent to the Railroad's tracks and, if applicable, all demolition and removal plans for the existing structure.

B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering-Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.

C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.

D. Upon completion of the Structure, the Political Body, at its expense, shall furnish to the Railroad an electronic set "as constructed" Plans of the Structure.

E. The Railroad's review and approval of the Plans in no way relieves the Political Body or the Contractor from their responsibilities, obligations and/or liabilities under this Agreement, and will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Political Body or Contractor on the Plans is at the risk of the Political Body and Contractor.

Section 9. NON-RAILROAD IMPROVEMENTS

A. Submittal of plans and specifications for protecting, encasing, reinforcing, relocation, replacing, removing and abandoning in place all non-railroad owned facilities (the "Non Railroad Facilities") affected by the Project including, without limitation, utilities, fiber optics, pipelines, wirelines, communication lines and fences is required under Section 8. The Non Railroad Facilities plans and specifications shall comply with Railroad's standard specifications and requirements, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines. Railroad has no obligation to supply additional land for any Non Railroad Facilities and does not waive its right to assert preemption defenses, challenge the right-to-take, or pursue compensation in any condemnation action, regardless if the submitted Non Railroad Facilities plans and specifications comply with Railroad's standard specifications and requirements. Railroad has no obligation to permit any Non Railroad Facilities to be abandoned in place or relocated on Railroad's property.

B. Upon Railroad's approval of submitted Non Railroad Facilities plans and specifications, Railroad will attempt to incorporate them into new agreements or supplements of existing agreements with Non Railroad Facilities owners or operators. Railroad may use its standard terms and conditions, including, without limitation, its standard license fee and administrative charges

when requiring supplements or new agreements for Non Railroad Facilities. Non Railroad Facilities work shall not commence before a supplement or new agreement has been fully executed by Railroad and the Non Railroad Facilities owner or operator, or before Railroad and Political Body mutually agree in writing to (i) deem the approved Non Railroad Facilities plans and specifications to be Plans pursuant to Section 8B, (ii) deem the Non Railroad Facilities part of the Structure, and (iii) supplement this Agreement with terms and conditions covering the Non Railroad Facilities.

Section 10. RAILROAD'S COORDINATION REQUIREMENTS

The Political Body, at its expense, shall ensure that the Contractor complies with all of the terms and conditions contained in the Railroad's Coordination Requirements that are described in **Exhibit D**, attached hereto and hereby made a part hereof, and other special guidelines and/or requirements that the Railroad may provide to the Political Body for this Project.

Section 11. EFFECTIVE DATE; TERM; TERMINATION

A. This Agreement is effective as of the Effective Date first herein written and shall continue in full force and effect for as long as the Structure remains on the Railroad's property.

B. The Railroad, if it so elects, may terminate this Agreement effective upon delivery of written notice to the Political Body in the event the Political Body does not commence construction on the portion of the Project located on the Railroad's property within twelve (12) months from the Effective Date.

C. If the Agreement is terminated as provided above, or for any other reason, the Political Body shall pay to the Railroad all actual costs incurred by the Railroad in connection with the Project up to the date of termination, including, without limitation, all actual costs incurred by the Railroad in connection with reviewing any preliminary or final Project Plans.

Section 12. CONDITIONS TO BE MET BEFORE POLITICAL BODY CAN COMMENCE WORK

Neither the Political Body nor the Contractor may commence any work within the Crossing Area or on any other Railroad property until:

- (i) The Railroad and the Political Body have executed this Agreement.
- (ii) The Railroad has provided to the Political Body the Railroad's written approval of the Plans.
- (iii) Each Contractor has executed Railroad's Contractor's Right of Entry Agreement and has obtained and/or provided to the Railroad the insurance policies, certificates, binders, and/or endorsements required under the Contractor's Right of Entry Agreement.
- (iv) Each Contractor has given the advance notice(s) required under the Contractor's Right of Entry Agreement to the Railroad Representative named in the Contractor's Right of Entry Agreement.

Section 13. FUTURE PROJECTS

Future projects involving substantial maintenance, repair, reconstruction, renewal and/or demolition of the Structure shall not commence until Railroad and Political Body agree on the plans for such future projects, cost allocations, right of entry terms and conditions and temporary construction rights, terms and conditions.

Section 14. ASSIGNMENT; SUCCESSORS AND ASSIGNS

A. Political Body shall not assign this Agreement without the prior written consent of Railroad.

B. Subject to the provisions of Paragraph A above, this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Railroad and Political Body.

Section 15. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directing from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad, and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing, and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project as provided in Section 9 of **Exhibit B** of this Agreement.

Public Highway Overpass 03/01/2013
Standard Form Approved, AVP-Law

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY

(Federal Tax ID #94-6001323)

Signed by:
By DAVID LAPLANTE
BF02384623D2403...

Printed Name: DAVID LAPLANTE

Title: Director-Real Estate

CITY OF MARSHALLTOWN

By Joe Grer

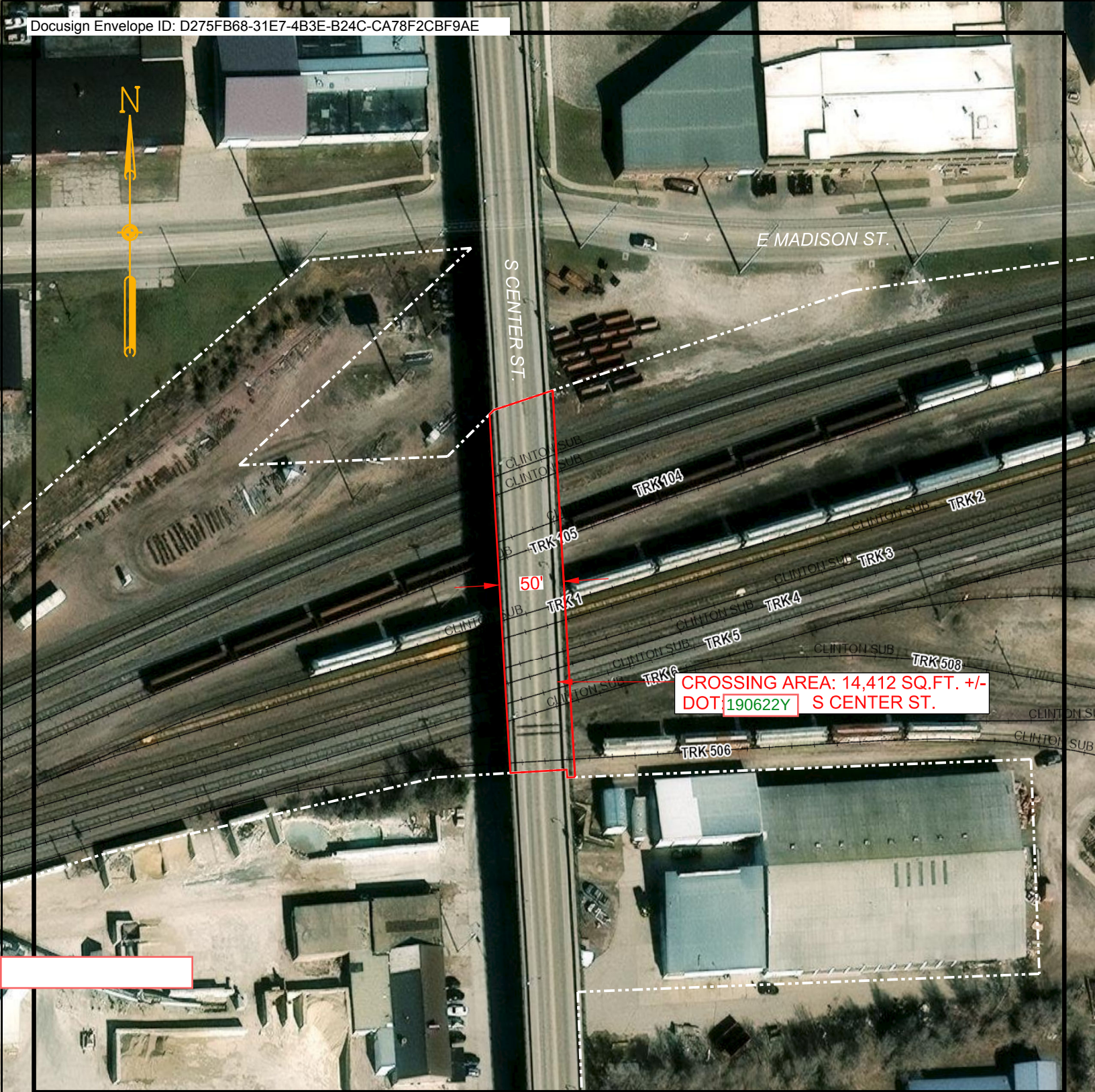
Printed Name: Joe Grer

Title: Mayor

Public Highway Overpass 03/01/2013
Standard Form Approved, AVP-Law

**EXHIBIT A
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT**

Exhibit A will be a print showing the Crossing Area (see Recitals)



LEGEND:

CROSSING AREA

UPRRCO. R/W OUTLINED - - - - -

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY

MARSHALLTOWN, MARSHALL COUNTY, IA

M.P. 151.51 - CLINTON SUB.

MSL/IA/V103B/5X

SCALE: 1" = 100'

OFFICE OF REAL ESTATE

OMAHA, NEBRASKA DATE: 9-3-2025

DSK FILE: 0783613

CADD
FILENAME 0783613

SCAN
FILENAME AERIAL PRINT

Public Highway Overpass 03/01/2013
Standard Form Approved, AVP-Law

**EXHIBIT A-1
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT**

Exhibit A-1 will be the Plans for the Project (see Recitals)

LETTING DATE
Nov 18 2025

Bridge Rehabilitation

BHM-4797(629)--8K-64

CITY OF MARSHALLTOWN

INDEX OF SHEETS	
No.	DESCRIPTION
A Sheets	Title Sheets
* A.1	Title Sheet
C Sheets	Quantities and General Information
C.2	Project Description
C.3	Estimated Project Quantities
C.4 - 5	Estimate Reference Information
C.7	Standard Road Plans
C.5 - 12	Tabulations
D Sheets	Mainline Plan and Profile Sheets
* D.1	Plan & Profile Legend & Symbol Information Sheet
* D.2	S. Center St - South Bridge Approach Sheet
G Sheets	Survey Sheets
* G.1	Reference Ties and Bench Marks
* G.1	Horizontal Control Tab. & Super for all Alignments
J Sheets	Traffic Control and Staging Sheets
* J.1	Traffic Control Plan
* J.2 - 5	Detour and Traffic Control Sheets
U Sheets	500 Series, Mod.Stds. and Detail Sheets
* U.1 - 2	500 Series, Modified Standards and Detail Sheets
V Sheets	Bridge Plans
* V.1 - 37	Bridge Plans
	* Color Plan Sheets



PLANS OF PROPOSED IMPROVEMENT ON THE

URBAN ROAD SYSTEM

CITY OF MARSHALLTOWN

Bridge Rehabilitation

Bridge Rehabilitation
In the City of Marshalltown, South Center Street over UPRR,
Washington St, Madison St, and Nevada St

SCALES: As Noted

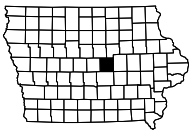
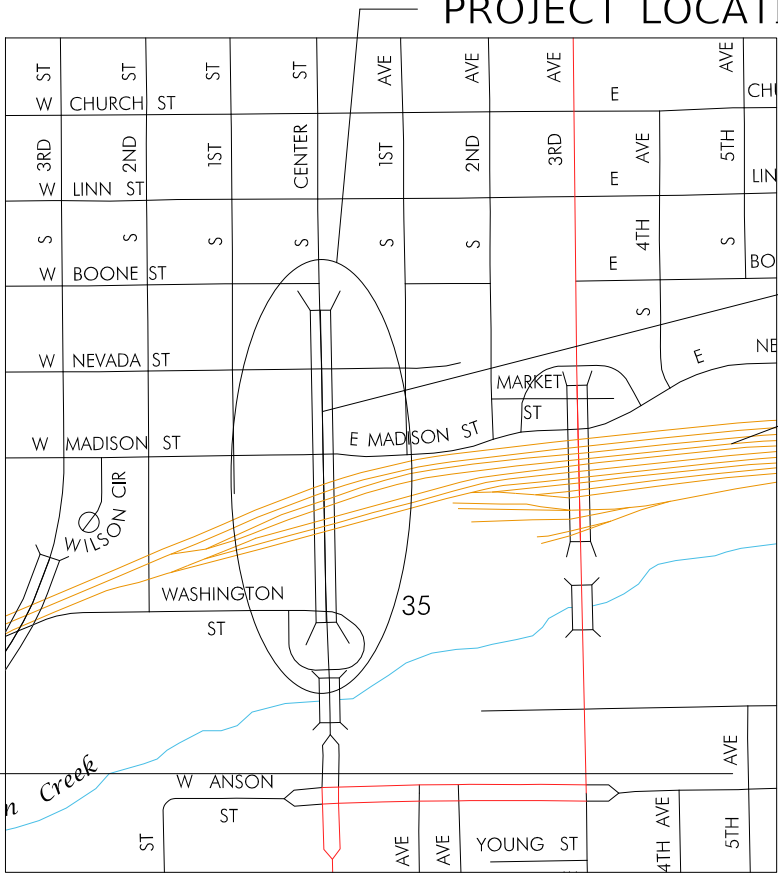
- Refer to the Proposal Form for list of applicable specifications.
- Value Engineering Saves. Refer to Article 1105.14 of the Specifications.
- Refer to C.7 for Standard Road Plans



REVISIONS

	TOTAL
	60
CITY PLAN FILE NUMBER	
PROJECT NUMBER	
BHM-4797(629)--8K-64	
CITY ACTIVITY ID	

PROJECT LOCATION



FHWA STRUCTURE
NO. 35410

UNION PACIFIC RAILROAD
FRA# 190622Y

"National Register of Historic Places" - This property is potentially eligible for the National Register of Historic Places. All work will follow the "Secretary of the Interior's Standard for Rehabilitation." The work shall focus on rehabilitating existing elements rather than replacement. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials.

DESIGN DATA URBAN				
2013	AADT	11,100	V.P.D.	
20 --	AADT	--	V.P.D.	
20 --	DHV	--	V.P.H.	
	TRUCKS	--	%	
	Total			
	Design ESALs	--		

INDEX OF SEALS		
SHEET NO.	NAME	TYPE
A.1	Dallas R. Schechinger	Primary Signature Block
C.1	Seth A. Morling	Roadway Design

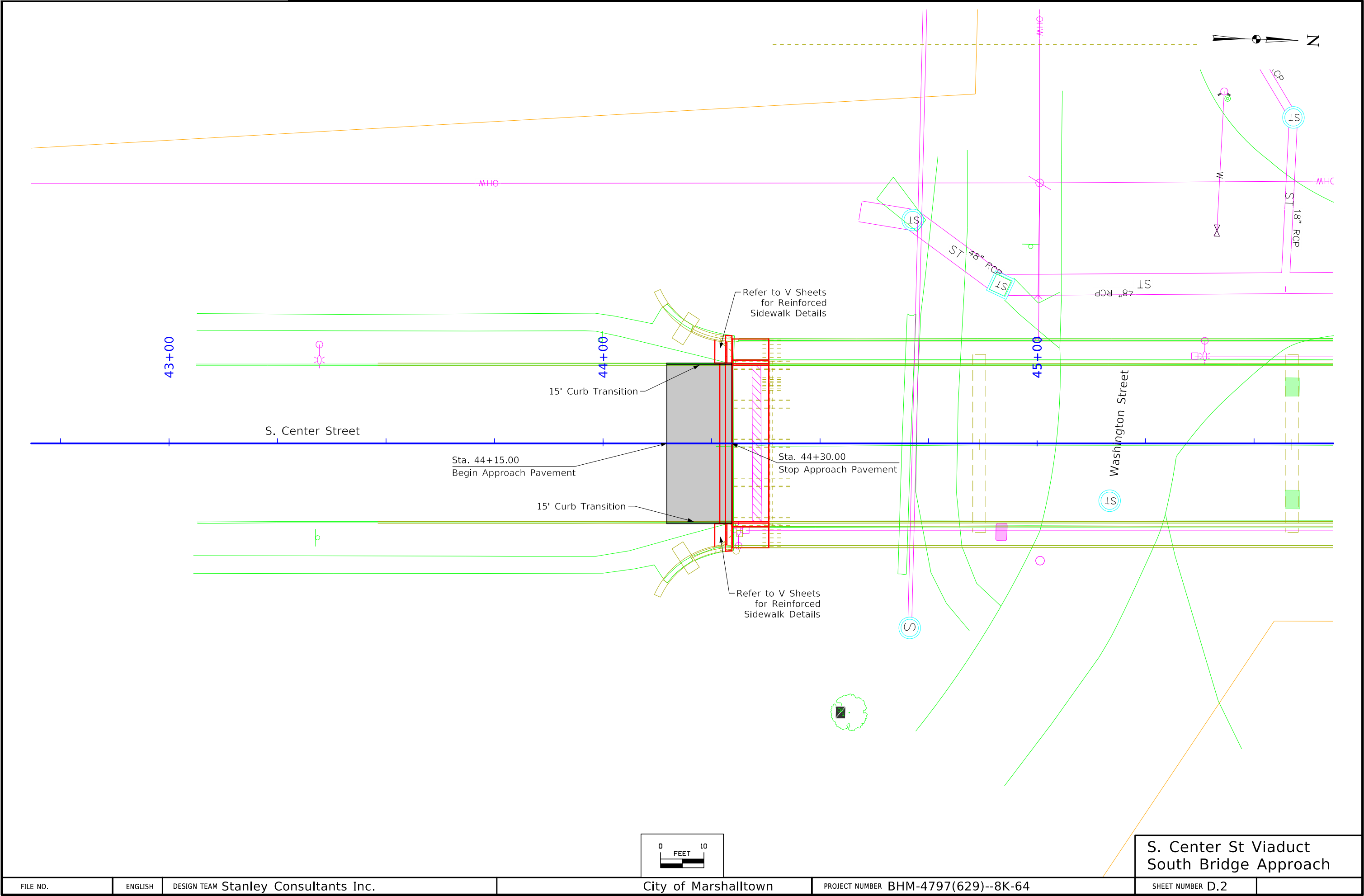
I hereby certify that this engineering document was prepared by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature: *Dallas R. Schechinger* Date: 7/22/2025

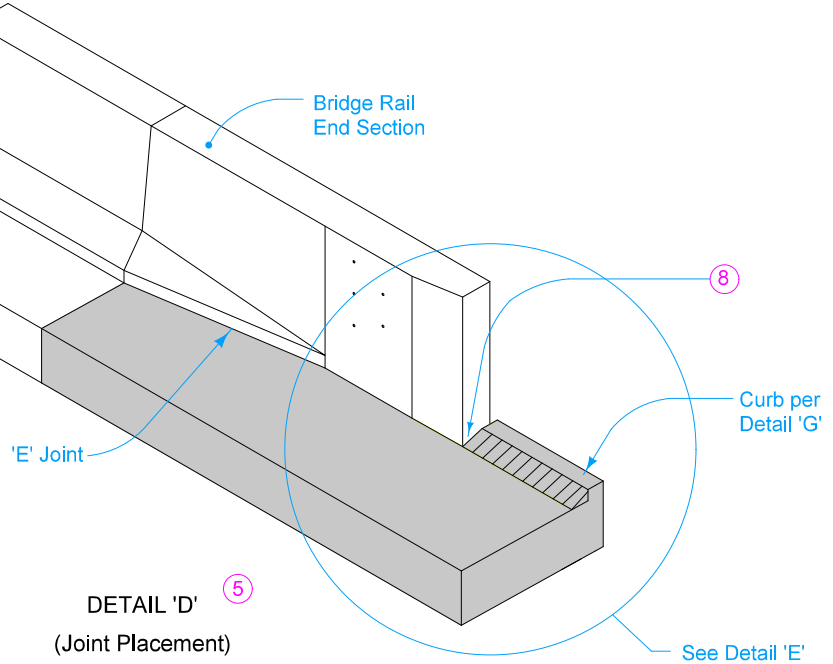
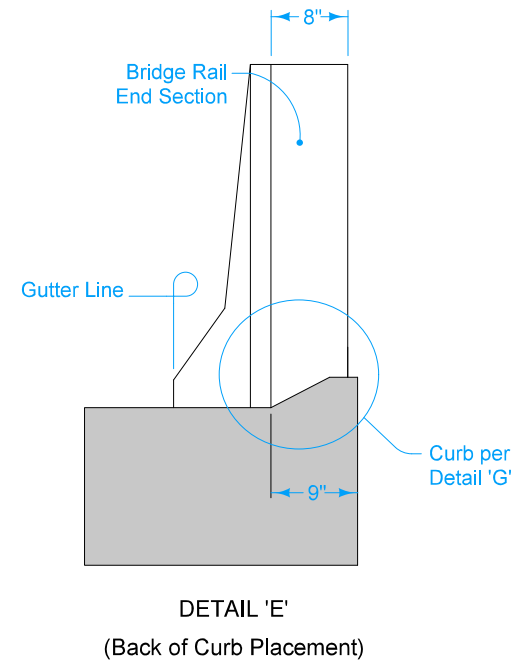
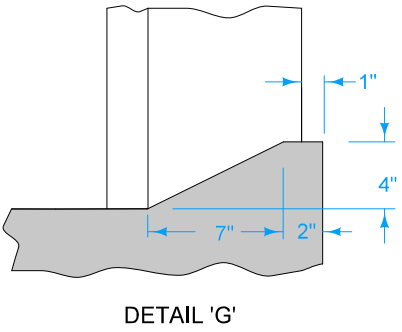
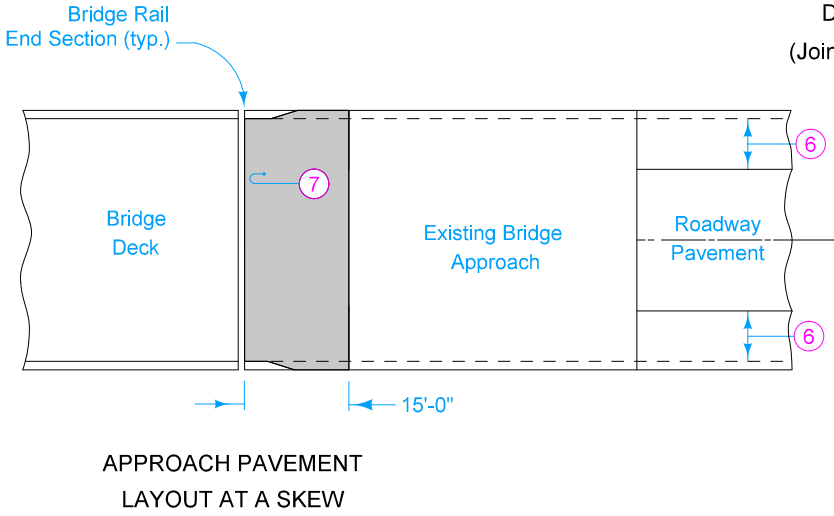
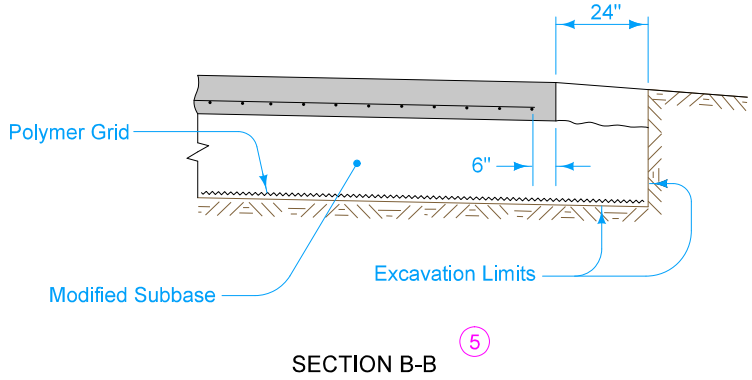
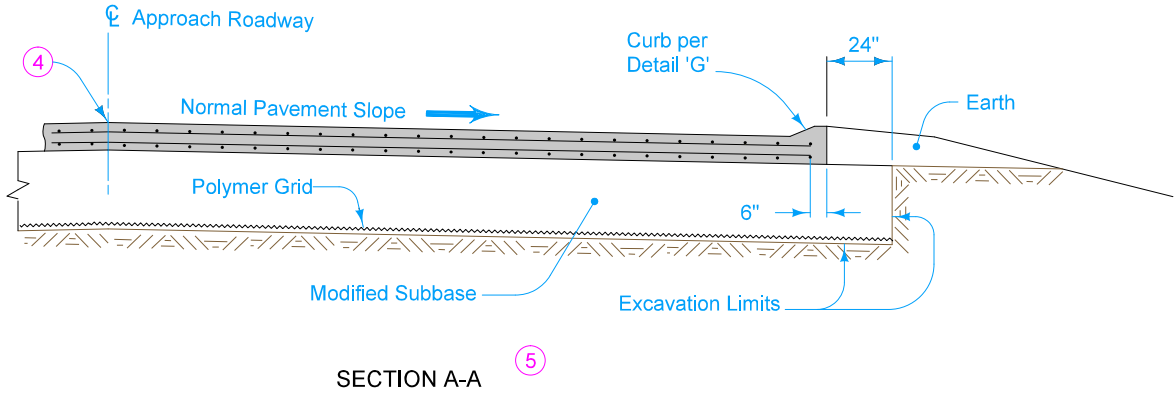
Printed or Typed Name: Dallas R. Schechinger

My license renewal date is December 31, 2026.

Pages or sheets covered by this seal: A1, V.1-V.37



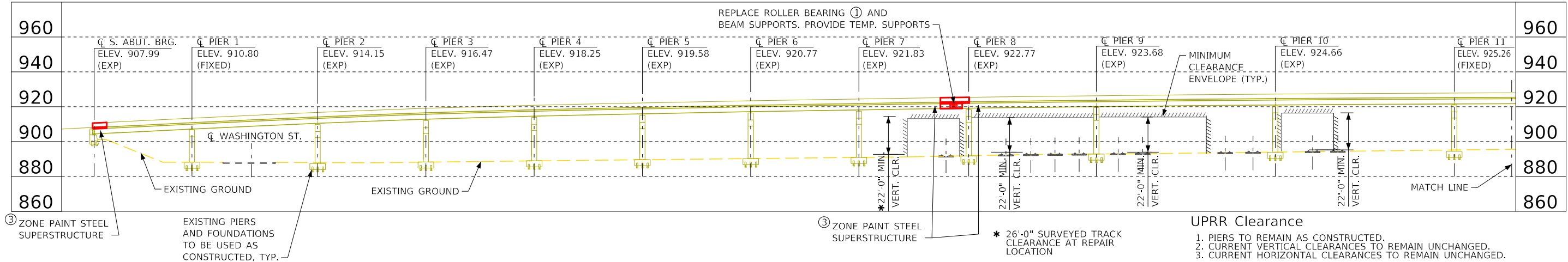
FILE NO.	ENGLISH	DESIGN TEAM Stanley Consultants Inc.	City of Marshalltown	PROJECT NUMBER BHM-4797(629)--8K-64	SHEET NUMBER D.2
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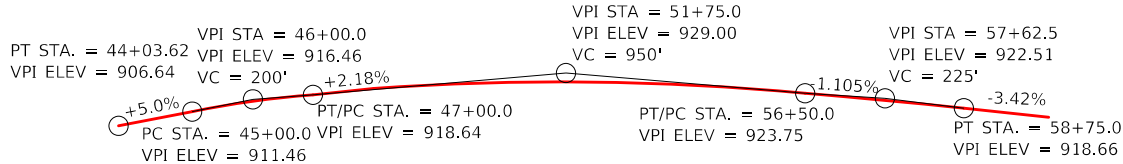
- (4) Longitudinal Joint (**PV-101**):
Single pour - Saw cut joint per Detail B.
Two pours - Use 'KS-2' joint.
- (5) Refer to BR-211.
- (6) Design shoulder width.
- (7) Reinforced bridge approach section.
- (8) Expansion joint at end of Bridge Rail End Section: Place joint filler the full depth of the bridge approach pavement. In areas with curb, place full depth of pavement plus curb and shape material to fit the shape of the curb per Section B-B of PV-101. Seal joint per Detail F of PV-101.
 - Fixed Abutment Bridges: Type 'E' joint.

MODIFIED		
STANDARD ROAD PLAN		
MODIFIED: Changed to show only 15 ft of double reinforced pavement.		SHEET 2 of 2
DOUBLE REINFORCED 12" APPROACH		

PROGRESS PLANS, NOT FOR CONSTRUCTION

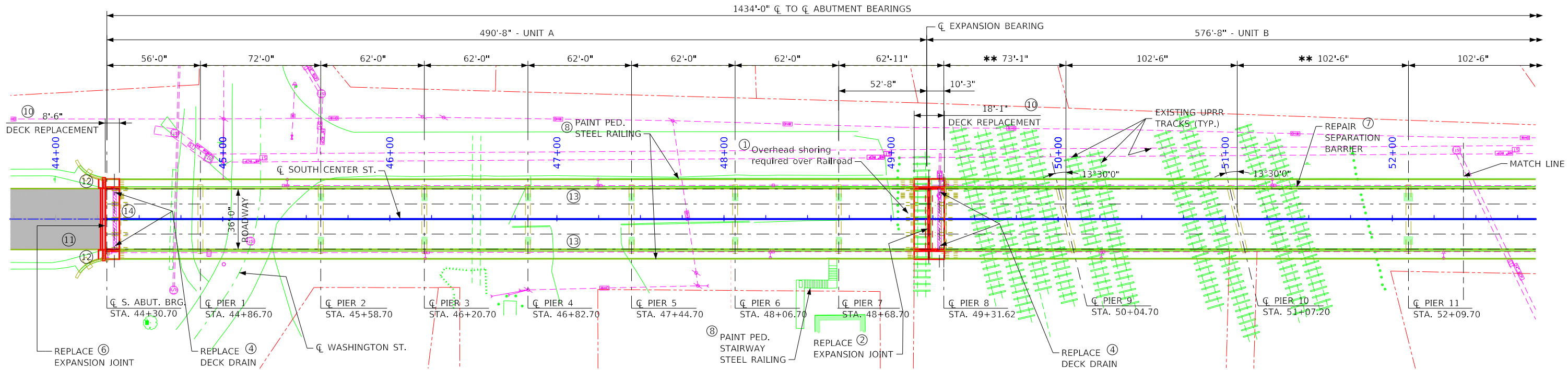


Longitudinal Section Along Centerline Approach Roadway



Existing & Proposed Profile Grade (U.A.C.)
(Original Construction Profile Grade Elevations - 1949)

Notes:
** VARIABLE SPAN LENGTHS DUE TO SKEWED PIERS 9 & 10.



Situation Plan

Location

South Center St. over UPRR,
Washington St., Madison St.,
and Nevada St.
In City of Marshalltown
T-84N R-18W
Section 35
Marshall Township
Marshall County
FHWA No. 035410
Bridge ID No. 64-035410
Latitude 42.040641°
Longitude -92.912824°
RR Crossing DOT #1906224

Traffic Estimate

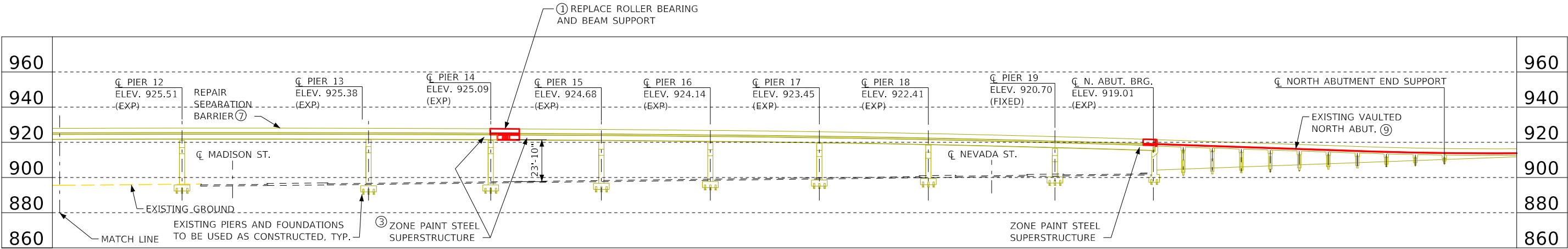
2013 AADT 11,100 V.P.D.

Repair Items:

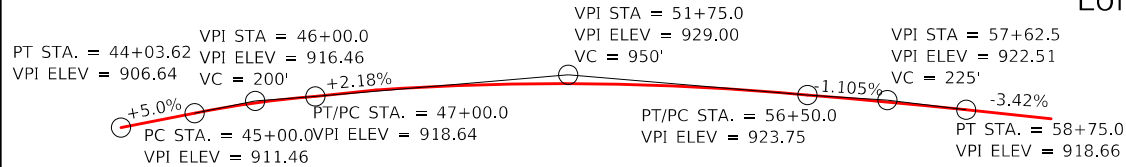
- 1 REPLACE ROLLER BEARINGS AND BEAM SUPPORTS NEAR PIER 8 AND PIER 14.
- 2 REPLACE EXPANSION JOINTS NEAR PIER 8 AND PIER 14.
- 3 ZONE PAINT STEEL SUPERSTRUCTURE.
- 4 REPLACE DECK DRAINS AT SOUTH ABUTMENT, PIER 8, PIER 14, AND NORTH ABUTMENT.
- 5 NORTH VAULTED APPROACH OVERLAY, JOINT REPLACEMENT, AND NEW POURED JOINTS.
- 6 ABUTMENT JOINT REPLACEMENT.
- 7 REPAIR SEPARATION BARRIER.
- 8 PAINT PEDESTRIAN RAILING.
- 9 CONCRETE REPAIR VAULTED NORTH ABUTMENT (INSIDE AND OUTSIDE), AND CONCRETE REPAIR APPROACH RETAINING WALLS.
- 10 REPLACE DECK, BARRIER, AND SIDEWALK IN AREAS OF JOINT REPLACEMENT.
- 11 REPLACE APPROACH SLAB.
- 12 REPLACE SIDEWALK PANEL.
- 13 CLEAN AND SEAL TOP AND TRAFFIC FACE OF EXISTING CONCRETE SEPARATION BARRIER.
- 14 CLEAN AND SEAL TOP AND WASH AREAS OF NORTH AND SOUTH CONCRETE ABUTMENT SEATS.

Design For Repairs to 0° Skew
1434'-0" x 36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks
56'-0" End Spans 18 - Variable Length Interior Spans
Situation Plan 1 of 2
Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
IOWA DEPARTMENT OF TRANSPORTATION
Design No. Design Sheet No. 01 of 37 FHWA No. 035410

PROGRESS PLANS, NOT FOR CONSTRUCTION



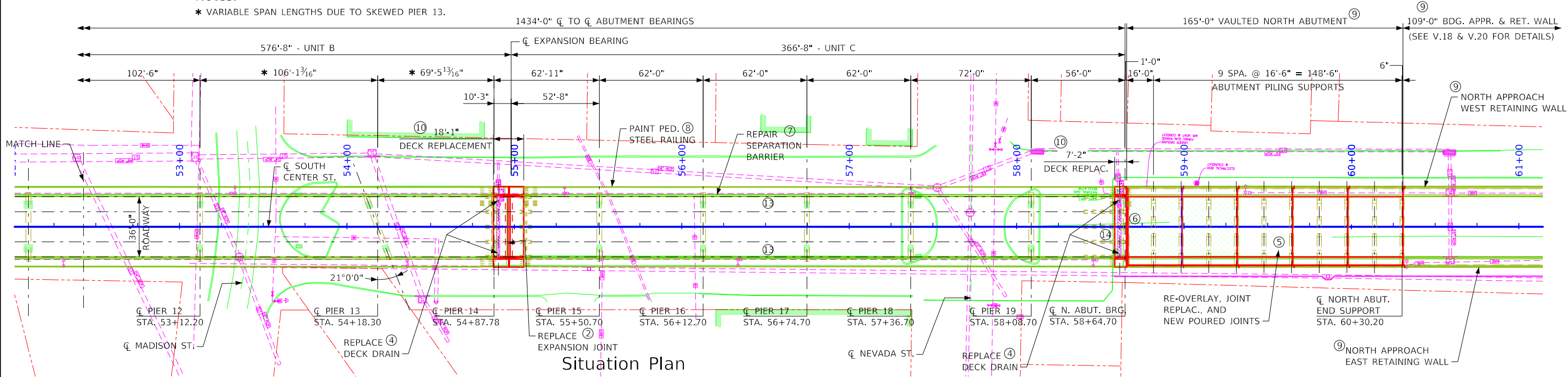
Longitudinal Section Along CL Approach Roadway



Existing & Proposed Profile Grade (U.A.C.)
(Original Construction Profile Grade Elevations - 1949)

Notes:

* VARIABLE SPAN LENGTHS DUE TO SKEWED PIER 13.



Repair Items:

- ① REPLACE ROLLER BEARINGS AND BEAM SUPPORTS NEAR PIER 8 AND PIER 14.
- ② REPLACE EXPANSION JOINTS NEAR PIER 8 AND PIER 14.
- ③ ZONE PAINT STEEL SUPERSTRUCTURE.
- ④ REPLACE DECK DRAINS AT SOUTH ABUTMENT, PIER 8, PIER 14, AND NORTH ABUTMENT.
- ⑤ NORTH VAULTED APPROACH OVERLAY, JOINT REPLACEMENT, AND NEW POURED JOINTS.
- ⑥ ABUTMENT JOINT REPLACEMENT.
- ⑦ REPAIR SEPARATION BARRIER.
- ⑧ PAINT PEDESTRIAN RAILING.
- ⑨ CONCRETE REPAIR VAULTED NORTH ABUTMENT (INSIDE AND OUTSIDE), AND CONCRETE REPAIR APPROACH RETAINING WALLS.
- ⑩ REPLACE DECK, BARRIER, AND SIDEWALK IN AREAS OF JOINT REPLACEMENT.
- ⑪ REPLACE APPROACH SLAB.
- ⑫ REPLACE SIDEWALK PANEL.
- ⑬ CLEAN AND SEAL TOP AND TRAFFIC FACE OF EXISTING CONCRETE SEPARATION BARRIER.
- ⑭ CLEAN AND SEAL TOP AND WASH AREAS OF NORTH AND SOUTH CONCRETE ABUTMENT SEATS.

Design For Repairs to 0° Skew
1434'-0" x 36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks
56'-0" End Spans 18 - Variable Length Interior Spans
Situation Plan 2 of 2
Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
IOWA DEPARTMENT OF TRANSPORTATION
Design No. Design Sheet No. 02 of 37 FHWA No. 035410

Specifications:

Design: AASHTO Series of 2002.

Construction:
Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2023, Plus Applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications and Special Provisions shall apply to Construction Work on this Project.

- Developmental Specifications for Construction or Maintenance Work on Railroad Right-of-Way (Union Pacific Railroad)
- Development Specifications for Fiber Reinforcement of Structural Concrete
- Special Provisions for Partial Removal of Existing Bridge Deck using Hydro-Demolition
- Development Specifications for Modular Expansion Joint Assembly

Design Stresses

Design Stresses for the Following Materials are in Accordance with the AASHTO Standard Specifications, for Highway Bridges, Series of 2002

Reinforcing Steel in Accordance with AASHTO with Section 8, Grade 60.
Concrete in Accordance with AASHTO Section 8, f'c = 4.0 ksi.
Structural Steel in Accordance with AASHTO Section 10. ASTM A709 Grade 36, Grade 50, and Grade 50W (AASHTO M270 Grade 36, Grade 50, and Grade 50W). All New Structural Steel shall Conform with the Following:
Rolled Shapes: ASTM A709 Grade 50
R's for Welded Girder Tee: ASTM A709 Grade 50

General Notes:

This Design is for Repairs to the Existing 1434'-0"x36'-0" Rolled Beam Bridge, on South Center St. over the Union Pacific Railroad, R.R. Crossing No. 1906224. Electronic Copies of Original Design Plans will be made available to the Contractor as part of the E-Files Supplied with the Contract Documents. Dimensions shown on these Plans are Based on Design Plans (Noted in the "Design History at this Site" Table). Repairs shall Consist of:

- Replace Roller Bearings and Beam Supports near Pier 8 and Pier 14.
- Replace Expansion Joints near Pier 8 and Pier 14.
- Zone Paint Steel Superstructure at the 4 Expansion Joint Locations
- Replace Deck Drains at South Abutment, Pier 8, Pier 14, and North Abutment.
- Re-Overlay North Vaulted Approach. Replaces Joints and Pour New Joints.
- Replace South Abutment and North Abutment Expansion Joints.
- Concrete Repair Separation Barrier.
- Paint Pedestrian Railing or Replace with Chain Link Fence (Alternative Option)
- Repair Concrete Vaulted North Abutment (Inside and Outside)
- Repair Concrete North Approach Retaining Walls.
- Replace Deck, Barrier, and Sidewalk in the 4 Areas of Expansion Joint Replacement.
- Replace Approach Slab at the South Abutment.
- Replace Cantilever Sidewalk at North and South Abutment, Pier 8 and Pier 14.
- Clean and Seal Top and Traffic Face of Existing Concrete Separation Barrier.
- Clean and Seal Top and Wash Areas of North and South Concrete Abutment Seats.

All alignment, stationing, connecting dimensions, and elevations used in these plans were developed based on the existing bridge plans.

All Dimensions and Details shown in these Plans Pertinent to New Construction shall be Verified in the Field by the Contractor before Starting Construction.

Faint Lines on Plans Indicate Existing Portions of the Bridge.

Utility Companies whose Facilities are shown on the Plans or Known to be within the Construction Limits shall be Notified by the Bridge Contractor of the Starting Date.

Minimum Clear Distance from Face of Concrete to near Reinforcing Bar is to be 2" Unless Otherwise Noted or Shown.

Keyway Dimensions shown on the Plans are Based on Nominal Dimensions unless Stated Otherwise. In Addition, the Bevel used on the Keyway shall be Limited to a Maximum of 10 Degrees from Vertical.

The Bridge will be Closed to Traffic During Construction.

Concrete Removal shall be Initiated with a ¾" Saw Cut wherever Possible.

No Preliminary Deck Survey is shown. The Plan Quantity for "Deck Repair, Class A" is Estimated as 20% of the Total Deck Area. The Actual Quantity is Determined by the Engineer at the Time of Repair. Actual Spalled and Hollow Areas as Determined by the Engineer shall be Repaired.

Present Bridge Deck Thickness is about 9½" and North Abut. Slab Thickness is 14½", Including Existing Overlay. The Contractor shall Exercise care in Removing Concrete in Order to Prevent Unnecessary Unbonding of Reinforcing Steel. The Energy of Hand Tools shall be Restricted Near the Bottom of the Designated Class A Repair Areas in Order to Prevent Unbonding of Reinforcing. No Concrete shall be Removed below the Top of the Top Longitudinal Reinforcing without prior Permission from the Bridge Engineer.

The Bridge Deck is Covered with a 3½± Inch Thick Portland Cement Concrete Overlay. The Contractor shall Note the Redefining of the Classification Line ('Boundary between Repair and Overlay') for this Project due to the Existing 3½± Inch Overlay. The Classification Line will be Defined as 3¾± Inches below the Top of Existing Overlay. This will Necessitate the Removal of the Existing Bridge Overlay before Placing the Proposed new Bridge Deck Overlay.

All Costs Associated with the Removal of the Existing Overlay shall be Included in the Bid Item "Removal of Existing P.C. Overlay". Removal of Existing Overlay shall be Computed in Square Yards from the Measurement of Areas Removed. The Contractor will be Paid the Contract Price per Square Yard for Furnishing All Equipment and Labor Necessary to Remove the Concrete to within ¼ Inch above the Classification Line. All Costs, including Furnishing Equipment and Labor, Associated with Removal of the next ¼ Inch of Concrete ('to the Classification Line') shall be Included in the Bid Item "Bridge Deck Classification Line Removal".

Upon Completion of the Removal of Concrete Down to the Classification Line, the Engineer shall Determine the Areas of Bridge Deck to be Repaired as "Deck Repair, Class A". Actual Hollow Areas, as Determined by the Engineer, shall be Repaired.

A Scrape Sample was Taken from an Area of this Bridge to get an Indication of the Existence of and Level of Total Lead and Total Chromium. Analysis of Total Lead on this Sample was 410 Parts per Million (ppm). Analysis of Total Chromium on this Sample was 150 ppm. These Analyses show the Existence of these Two Toxic Constituents. Levels indicated by these Tests could Create Conditions above Regulatory Limits for Health and Safety Requirements. No other Constituents were Analyzed. The Bidder should not rely on the Iowa DOT's Testing and Analysis for any Purpose other than as an Indication of the Existence of these Two Toxic Constituents.

- A Detailed Plan adequately describing the Equipment and how it is Proposed to be used. This Plan shall Contain, as a Minimum, the following Information:
 - The Configuration and Weight of the Equipment proposed to be Placed on the Bridge.
 - The Proposed Location(s) of the Equipment on the Bridge during all Lifting Operations.
 - The Weight of All Proposed Lifts to be made by the Equipment.
 - The Load to All Wheels/Axles/Outriggers/Crawlers resulting from the Proposed Lifting Operations, during All Critical Phases of the Lifting Operations.
- The Necessary Calculations to Verify that no Component of the Bridge will be Overstressed During the Proposed use of the Equipment on the Bridge. The Calculations shall be Certified by a Professional Engineer currently Licensed to Pratice Engineering in the State of Iowa.

The lump sum bid for "Removals, as Per Plan" shall include all costs associated with removing the concrete and steel portions of the existing bridge as detailed int hese plans. Removal of scheduled items shall be in accordance with Section 2401 of the Standard Specifications. Any damage to any steel or concrete not to be removed shall be the responsibility of the Contractor and repaired at no extra cost to the Contracting Authority.

The Contractor shall submit a temporary support plan and a removal plan which detail the plan to safely support the structure while removing and replacing portions of the structure as detailed in these plans. At Pier 8 the temporary support system shall accommodate RR clearances while also ensuring that debris is contained and does not fall onto RR ROW. These submittals shall be prepared, signed, and sealed by an Engineer a licensed in the State of Iowa.

The top and interior faces of the existing concrete railing are to be cleaned and sealed in accordance with Article 2403.03, P, of the Standard Specifications. If new sections of rail are constructed, the new sections shall not be sealed. All costs associated with cleaning and sealing of the concrete rails shall be include in the unit price bid item "Bridge Deck Overlay".

In addition to the requirements of Article 2413.03, G, of the Standard Specifications, both exposed abutment bridge seats and wash surfaces shall have an application of concrete sealer in accordance with Article 2403.03, P, 3, of the Standard Specifications.

Structural Steel Notes:

Oxygen Cutting shall be done only when the Steel in the Area of the Cut is Above 40°F and in a Dry Condition.

Steel Splice Plates may be predrilled to be used as templates for drilling holes in the existing rolled beams. All Holes for Bolted Connections are to be 1½6"Ø unless otherwise noted or shown.

All New High Strength Bolts that will be a Permanent Part of the Bridge shall be ASTM A325, Mechanically Galvanized in Accordance with ASTM B695, Class 50, Type I.

All New Steel provided for the Repair shall meet the Requirements of Article 2408.02 of the Standard Specifications. All New Steel for Beams and Beam Splices Plates shall meet the Charpy V-Notch Requirements as Specified in Article 4152.02B of the Standard Specifications.

The Bid Item "Structural Steel" shall Include All Costs Associated with Field Drilling Required Holes in existing steel members.

Paint Removal by a Dry Abrasive Blast Method to SSPC-SP 6 on the Portion of the Existing Beam Adjacent to the Cut Lines that will be under the New Faying Surfaces of the Splice Plates. Care shall be Taken to Minimize the Removal of Paint Outside the New Faying Surfaces of the Splice Plates. Plate shall be Installed as soon as Possible after Blasting and before the Formation of any Surface Rust. Shop Apply the Prime Coatand Top Coat to All New Steel, Except Omit the Top Coat from Faying Surfaces of New Steel.

The Lump Sum Bid Item "Removals, as Per Plan" shall Include All Costs Associate with the Removal and Disposal of the Portion of the Existing Steel. The Removed Steel that will not be Re-Used shall become the Property of the Contractor.

Removals and Disposals shall be in Accordance with Section 2401 of the Standard Specifications. Any Damage to Concrete or Structural Steel shall be the Responsibility of the Contractor and shall be Repaired at no Extra Cost to the State. It shall be the Contractor's Responsibility to Provide Waste Areas ir Disposal Sites for Removed Material which is not to be Re-used.

Structural Steel Diaphragms that are to be Removed and Re-used shall be Match Marked, Dismantled and Handled in such a way as to not Damage the Existing Paint System on any Steel Members.

The Lump Sum Bid Items for "Bridge Cleaning for Painting", "Blast Cleaning of Structural Steel" and "Painting of Structural Steel" shall include the Costs of Cleaning, Blast Cleaning and Field Painting of the Existing Structural Steel Area as Noted in these Plans. the Bid Items shall be in Accordance with Section 2508, of the Standard Specifications. an Epoxy Paint System shall be used.

Areas Impacted by the Repair shall be Repainted and the New Steel Beam Sections shall be given a Final Top Coat after Installation. Top Coat of Paint shall match the Current Paint Color, Federal Color Number 14223, per Standard Specifications 2508.02.

Containment and Disposal of Waste shall be in Accordance with Section 2508, of the Standard Specifications. All Costs Associated with Hauling and Depositing of Waste at the Designated Site/Facility shall be the Responsibility of the Contractor and Included in the Contract Price Bid for the "Containment" Item.

Structural Steel Members shall be Galvanized after fabrication per ASTM A123.

Top Coat of Paint shall match the Current Paint Color, Federal Color Number 14223, per Standard Specifications 2508.02.

Design For Repairs to 0° Skew

1434'-0"×36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks

56'-0" End Spans18 - Variable Length Interior Spans

General Notes 1

Sta. 51+47.70 (South Center St.)Turn-in Date: Aug 2025

City of Marshalltown

IOWA DEPARTMENT OF TRANSPORTATION

Design No. Design Sheet No. 03 of 37FHWA No. 035410

Beam Bearing Notes:

The Sliding Surface of the Bronze Plates shall be Lubricated in Accordance with Article 4190.03, of the Standard Specifications, and the Bronze Metal shall be Cast Bronze in Accordance with Article 4190.03, of the Standard Specifications. Top Edges of Bronze Plate shall be Beveled $\frac{1}{8}$ ".

Surfaces marked "V" shall be Finished ANSI 250 and surfaces marked "W" shall be Finished ASNI 125.

Pintle Plates, Guide Bars, Base plates, Curved Soled Plates and Lubricated Bronze Plates shall be galvanized and are a Part of the Superstructure Structural Steel Quantity. Unit Price Bid for Structural Steel shall include Allowance for Cost of Bronze Plates. The Sole Plate, Base Plate, and Guide Bars shall be Fitted Up and Welded prior to Galvanizing. The Surface of Pintle Plate in Contact with Bronze Bearing Plate shall be Smooth and Free of Rojections due to Galvanizing.

Bearings as Designed shall Allow up to 4.5 inches of Movement each way of Centerline of Bearing.

Reinforcing Notes:

All Reinforcing Bars and Bars Noted as Dowels Supplied for this Structure shall be Deformed Reinforcement unless Otherwise Noted or shown.

These bridge plans label all reinforcing steel with english notation (5a1 is $\frac{3}{8}$ inch diameter bar). English reinforcing steel received in the field may display the following "Bar Designation". The "Bar Designation" is the stamped impression on the reinforcing bars, and is equivalent to the bar diameter in millimeters.

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

Dowel Setting Notes:

The 5g1, 5g4, 5k2, and 5k3 Bars shall be set as Dowels in Drilled Holes. Hole are to be 10" Deep. The Dowels shall be Installed in Accordance with the Manufacturer's Recommendations. Either of the Following Systems may be used as a Bonding Agent for Vertical Dowels, but only System "A" may be used for Horizontal Dowels:

A. Polymer Grout System in Accordance with Article 2301.03, E, of the Standard Specifications.

B. Hydraulic Cement Grout systems. Drilled Holes are to be 2 $\frac{1}{2}$ Times the Dowel Diameter and are to be Blown Clean with Compressed Air Immediately prior to Placing Grout. The Hydraulic Cement Grout shall be one of those Approved in Materials I.M. 491.13 and shall be used in Accordance with the Manufacturer's Recommendations.

The Price Bid for "Structural Concrete" shall Include the Costs of Setting Bars as Dowels in the South Abutment.

Removal Of Existing Overlay

Present north abutment total slab thickness is 14 $\frac{1}{2}$ -inches, including the existing overlay. The existing bridge deck is overlaid with a ± 3 1/2-inch-thick Portland Cement Concrete Overlay. The contractor shall note that for the original overlay, concrete was removed (Class A Repair) to approximately the top of the top reinforcing for the 3 $\frac{1}{2}$ inch overlay.

Removal of the top 3 inches of the existing overlay may be accomplished by grinding, but care shall be taken not to damage the top reinforcing during the removal. The additional removal of +/- 0.5 inches of the existing overlay and an additional 0.25" to a new classification line shall be by completed by hand methods (15 lb maximum chipping hammers or hydro-demolition) for a total removal of 3.75 in. The new Classification Line will be defined as ± 3.75 -inches below the top of existing overlay.

Removal Of Existing Overlay (contd.)

All costs associated with the removal of the existing overlay, including the additional 0.25-inches of removal to the new classification line shall be Included in the bid item "Removal of Existing P.C. Overlay". Removal of existing overlay shall be computed in square yards from the measurement of areas removed. The Contractor will be paid the contract price per square yard for furnishing all equipment and labor necessary to remove the existing concrete overlay and the additional 1/4-inch existing concrete to the new Classification Line.

Upon completion of the removal of concrete down to the new Classification Line, the Engineer shall determine the areas of bridge deck to be repaired as "Deck Repair, Class A". Actual hollow areas, as determined by the Engineer, shall be repaired. The Contractor shall exercise care in removing concrete to prevent unnecessary un-bonding of existing longitudinal reinforcing steel. The energy of hand tools shall be restricted to 15 pounds near the bottom of the designated Class A Repair areas to prevent un- bonding of reinforcing. No concrete shall be removed below the top of the top longitudinal reinforcing without prior permission from the Bridge Engineer.

Temporary Support Notes

Temporary supports shall be required as necessary to support the structure during existing removals and new construction at Pier 8 and Pier 14. Proposed temporary overhead supports details have been provided because of the required bridge work to be completed over the Union Pacific Railroad (UPRR) Right of Way (ROW) and limited time allowed for the working in UPRR ROW.

Proposed temporary support details have been provided in these plans for supporting the structure over head during the removal and installation of structural steel sections and deck concrete.

The contractor shall submit a temporary support plant to the engineer for approval for supporting the superstructure at Pier No 14 during the structural steel repair. For the temporary support at Pier No 14, the temporary support plan shall be designed and certified by a professional engineer licensed in the state of Iowa. The contractor shall submit pdf copies of the plans for temporary supports to the City of Marshalltown. The engineer will be allowed 30 calendar days to review the temporary support plan. The contractor shall not proceed with the installation of the temporary supports without notice to proceed from the engineer.

The temporary support plans shall include:

- a) Design Calculations
- b) Bearing capacity, on the existing pavement not to exceed similar traffic loads.
- c) Support plan layout
- d) Support material properties
- e) Support details and specifications
- f) Deflection limits and deflection monitoring provisions of the supports and existing steel beams

Components requiring temporary support shall include:

- a) Existing beams made discontinuous by removals to be supported at or near midspan of each beam.
- b) Other areas as necessary to perform the work in accordance with he plans and specifications.

Any damage to the structure resulting from inadequate temporary support shall be the responsibility of the contractor and shall be repaired at no extra cost to the city. Temporary supports shall be paid for as a lump sum including all costs for designing, furnishing, installing and removal. All material used for temporary support shall remain the property of the contractor. In addition to the requirements noted above, article 1107.07 of the Iowa DOT Standard Specifications applies.

The Lump Sum Bid Items "Temporary Supports" shall Include All Costs Associated with Labor for Installing the Floor Support Beam and Furnishing Timber Blocking at Piers, Lateral Timber Bracing of the Floor Support Beam, Including Concrete Anchors, Lag Screws and Steel Angles, Jacks, and Drilling Holes in the Bridge Deck.

Additional Requirements for the North Vaulted Abutment Repair:

Inside the North Vaulted Abutment is a shooting range run by Central Iowa River Gun Club. See contact information below:

Central Iowa River Gun Club
Club President and Contact, Steve Gile 641-485-1898
IRGunClub@gmail.com

1. Areas that will require concrete repair as shown in these plans are portions of the abutment slab and cap supports located under a series of expansion joints at the following stations:

Sta. 58+98.70
Sta. 59+31.70
Sta. 59+64.70
Sta. 59+97.70

2. Because of the use of the inside of abutment as a shooting range, additional coordination will be required for the concrete repair work inside and outside the north vaulted abutment to be completed.

3. Concrete repair work will be required inside the confined spaces of the vaulted abutment. The repair areas include the back stop areas of the shooting range and possible lead contamination from the range.

4. The Gun Club shall be contact 3 weeks before repair work at the north abutment is to begin to allow the Club time to remove HVAC, lighting, and shooting equipment.

5. No work shall take place at the north abutment until 3 weeks after the last spring shooting event on April 12th, 2023. The Club will work with the contractor in removing portions of the lighting, HVAC, and shooting equipment to allow the contractor proper access to the inside abutment areas that will require concrete repair.

6. The only access to the interior of the vaulted abutment is through the south door entrance with an opening of approximately 4'-0 wide by 6'-4 tall. The contractor will be provided a key card access for the door and will need to keep the inside of the abutment secure from theft during the repair work.

7. Due to the amount of leakage of the joints during rain events, it is recommended that the outside areas of the abutment be repair and sealed before Completing the repairs on the inside.

Design For Repairs to 0° Skew

1434'-0"×36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks

56'-0" End Spans18 - Variable Length Interior Spans

General Notes 2

Sta. 51+47.70 (South Center St.)Turn-in Date: Aug 2025

City of Marshalltown

IOWA DEPARTMENT OF TRANSPORTATION

Design No. Design Sheet No. 04 of 37FHWA No. 035410

PROGRESS PLANS, NOT FOR CONSTRUCTION

Working Drawing and Calculation Submittals			
Working drawings and calculations shall be submitted for the following items shown in the table below. (Note additional working drawings and calculations may be required in accordance with Article 1105.03 of the Standard Specifications.)			
Submittal requirements for working drawings and calculations shall be in accordance with 1105.03 of the Standard Specifications for Highway and Bridge Construction of the Iowa Department of Transportation. The absence of a certification requirement for a submittal does not relieve the Contractor of the responsibility to attain certification.			
Calculation submittals in this table which are associated with working drawing submittals shall be submitted on the same day. Review time for calculation submittals shall be of the same duration as and run concurrently with review time for associated working drawings. The calculation submittals listed in the table are not meant to be an exhaustive list and do not relieve the Contractor from providing additional calculation submittals if requested by the Engineer.			
No.	Working Drawing Description	Working Drawing File Name Convention For Submittal	Certified by Iowa P.E. (Yes/No)
1	Temporary Support Plan	(629)_Marshalltown_TemporarySupportPlan.pdf	Yes
2	Modular Expansion Devices at Piers	(629)_Marshalltown_ModularExpansionDevicesAtPiers.pdf	No
3	Expansion Devices at Abutments	(629)_Marshalltown_ExpansionDevicesAtAbutments.pdf	No
4	Curb Plates & Sidewalk Plates	(629)_Marshalltown_CurbPlatesSidewalkPlates.pdf	No
5	Replacement Beam Components	(629)_Marshalltown_ReplacementBeamComponents.pdf	No
6	Bearing Assemblies	(629)_Marshalltown_BearingAssemblies.pdf	No
7	Deck Drains	(629)_Marshalltown_DeckDrains.pdf	No
			No
No.	Calculation Description	Calculation File Name Convention For Submittal	Certified by Iowa P.E. (Yes/No)
8	Removal Plan	(629)_Marshalltown_RemovalPlan.pdf	Yes
9	Temporary Support Plan	(629)_Marshalltown_TemporarySupportPlan.pdf	Yes

Design History at this Site (Includes This Design)	
Des. No.	Type Of Work
2046	Original Plans, 1946
365	Bridge Floor Repair, 1966
376	Bearing Repair, 1976
177	Bridge Overlay/Jt. Repair, 1977
N/A	Sidewalk Repl./Conc. Repair, 2005
	Bridge Rehabilitation (This Design)

TRAFFIC CONTROL PLAN

NOTE: South Center St. Bridge will be Closed to Thru Traffica and Pedestrians. Refer to the Traffic Control Plan shown on Roadway Sheet J.1-J.5.

Watertight Integrity Testing and Repair Notes:

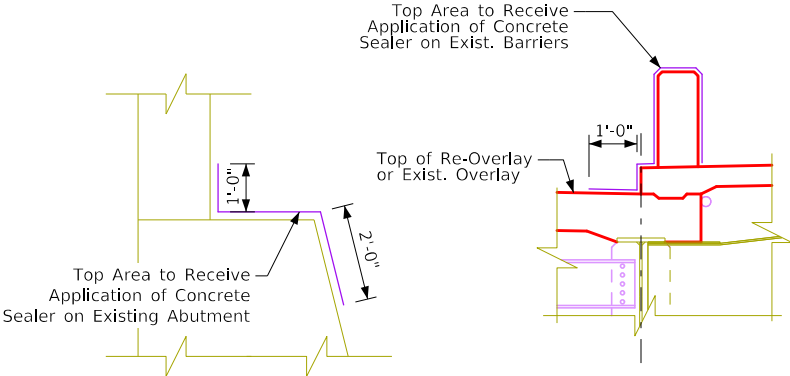
After installation of the silicone joint sealant, the Contractor shall perform watertight integrity tests at the deck level to detect any leakage. The tests are to check for leakage at the upturned ends of the silicone joints and for leakage along the silicone joints across the deck and any medians or sidewalks. The Contractor may conduct a single test of the entire joint including upturned ends or may conduct separate tests of upturned ends and one or more tests of overlapping lengths between the upturned ends.

At each upturned end of the joint, the Contractor shall block out on the deck at least three feet of the joint leading to the upturned end and flood the area. A minimum water depth of 3" shall be maintained at the gutter line for at least 30 minutes. During the test, the Inspector shall observe for any overflow at the upturned end. At the conclusion of the test, the Inspector will examine the topside and underside (if possible) of the joint for leakage. The joint is considered watertight if the Inspector observes no overflow during the test and if no dripping water or water droplets are visible in the under deck areas near the upturned end.

The Contractor shall test the joint between upturned ends by blocking out and covering the device with ponded or flowing water to a depth of at least 1" at all points, for at least 30 minutes. Vertical curb surfaces may be tested with an unnozzled hose delivering approximately one gallon per minute directed to flow over the entire curb height for 30 minutes. At the conclusion of the test, the Inspector will examine the topside and underside (if possible) of the joint for leakage. The joint is considered watertight if no dripping water or water droplets are visible in the under deck areas along the full length of the joint. Damp concrete that does not show dripping water or water droplets is not considered a sign of leakage.

If the joint leaks at an upturned end or along its length, the Contractor shall located the leak(s) and take repair measures to stop the leakage. The repair measures shall be as recommended by the Manufacturer and approved by the Engineer prior to beginning corrective work.

If measures to eliminate leakage are taken, the Contractor shall perform subsequent watertight integrity tests subject to the same conditions as the original test.



Detail of Concrete Sealer Area

Design For Repairs to 0° Skew

1434'-0"×36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks

56'-0" End Spans18 - Variable Length Interior Spans

General Notes 3

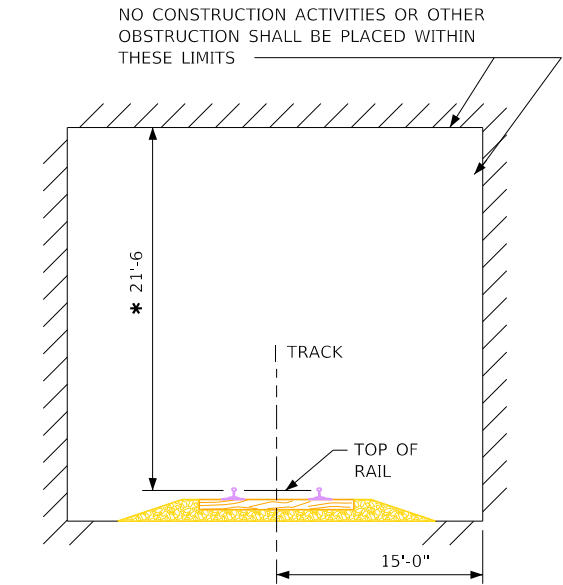
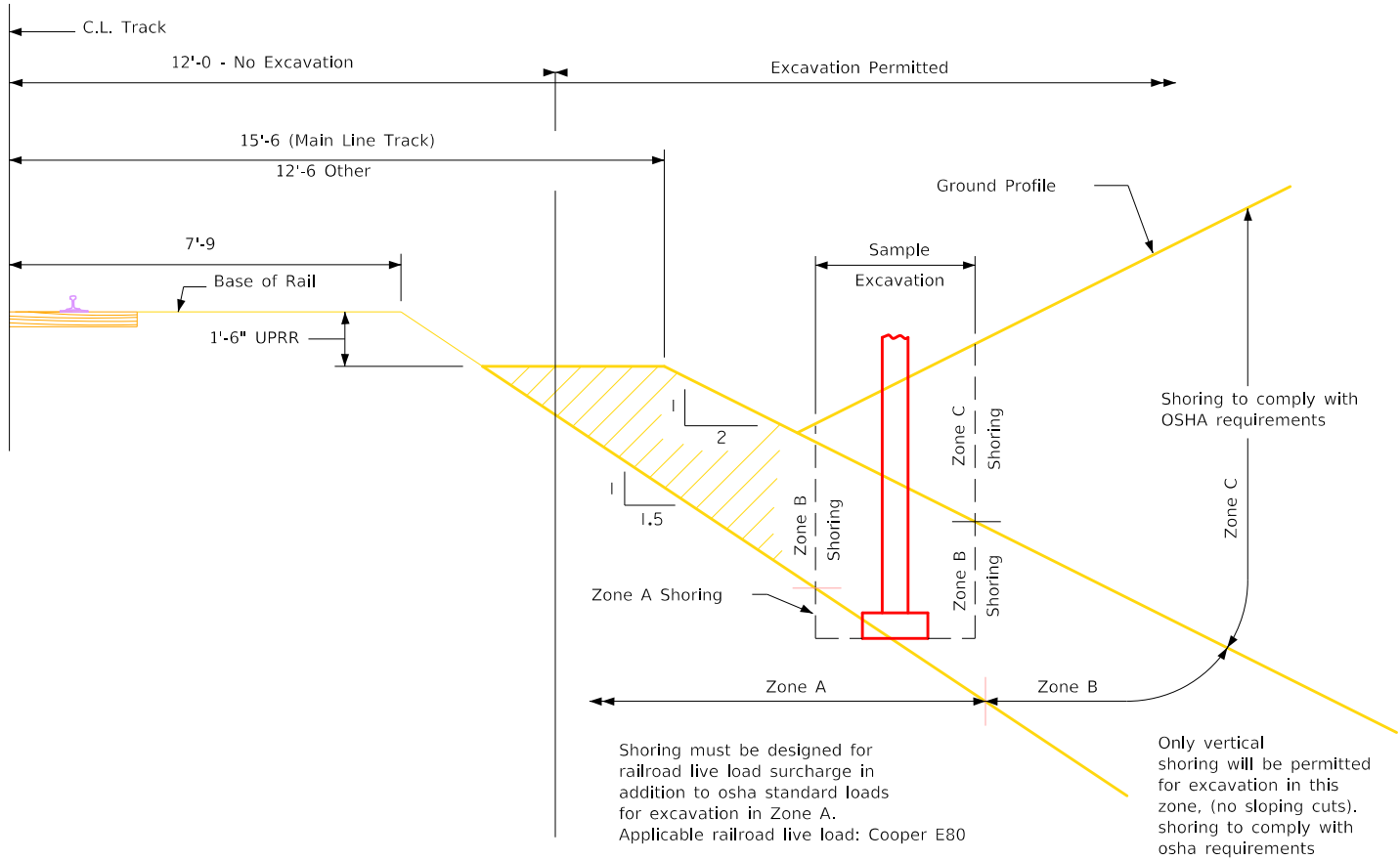
Sta. 51+47.70 (South Center St.)Turn-in Date: Aug 2025

City of Marshalltown

IOWA DEPARTMENT OF TRANSPORTATION

Design No. Design Sheet No. 05 of 37FHWA No. 035410

PROGRESS PLANS, NOT FOR CONSTRUCTION



Minimum Construction Clearance Envelope
(Normal to Railroad)
* Note: Surveyed Track Clearance at Repair Location is 26'-0"

NOTE:
No excavation on railroad right of way will be required for this repair project.

Railroad General Notes:

1. Railroad review and approval of shoring, erection, demolition, and falsework is required. allow a minimum of four weeks for the review and approval of each submittal.
2. The proposed grade separation project shall not increase the quantity and/or characteristics of the flow in the railroad's ditches and/or drainage structures.
3. The elevation of the existing top-of-rail profile shall be verified before beginning construction. all discrepancies shall be brought to the attention of the railroad prior to construction.
4. The contractor must submit a proposed method of erosion and sediment control and have the method approved by the railroad.
5. All shoring systems that impact the railroad's operations and/or supports the railroad's embankment shall be designed and constructed per current railroad guidelines for temporary shoring.
6. All demolitions within the railroad's right-of-way and/or demolition that may impact the railroad's tracks or operations shall be in compliance with the railroad's demolition guidelines.
7. Erection over the railroad's right-of-way shall be designed to cause no interruption to the railroad's operation, enabling the track(s) to remain open to traffic per the railroad's requirements.
8. All construction phasing that may impact the railroad operations shall be designed to cause no interruption to the railroad's operation, enabling the track(s) to remain open to traffic per the railroad's requirements.
9. False-work clearances shall comply with minimum construction clearances.
10. All permanent clearances shall be verified before project closing.
11. For railroad coordination please refer to the railroad coordination requirements as part of special provisions.

General Excavation Zones

General Shoring Notes:

1. All dimensions are measured perpendicular to track.
2. Prior to commencing any work, the contractor shall submit for approval by the railroad detailed plans indicating the nature and extent of the track protection shoring proposed. the contractor shall install the temporary shoring system per the approved plans. design of the temporary shoring system to comply with guidelines for temporary shoring.
3. For excavations which encroach into zone a or b, shoring plans shall be accompanied by design calculations. plans and calculations must be signed and stamped by a Professional Engineer registered in the state of Iowa.

MODIFIED SHT. 1067

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Design For Repairs to 0° Skew

1434'-0"×36'-0" Steel Beam Bridge

with Two 4'-6" Sidewalks

56'-0" End Spans18 - Variable Length Interior Spans

UPRR General Notes & Shoring

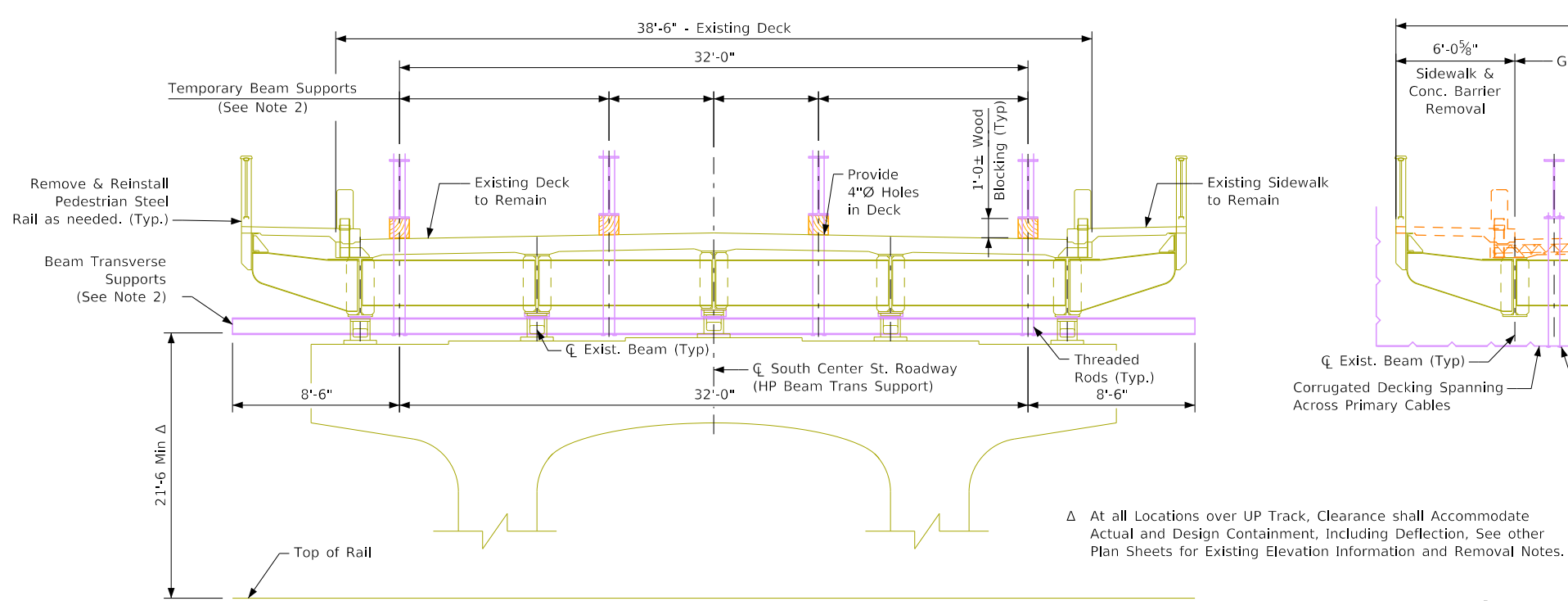
Sta. 51+47.70 (South Center St.)Turn-in Date: Aug 2025

City of Marshalltown

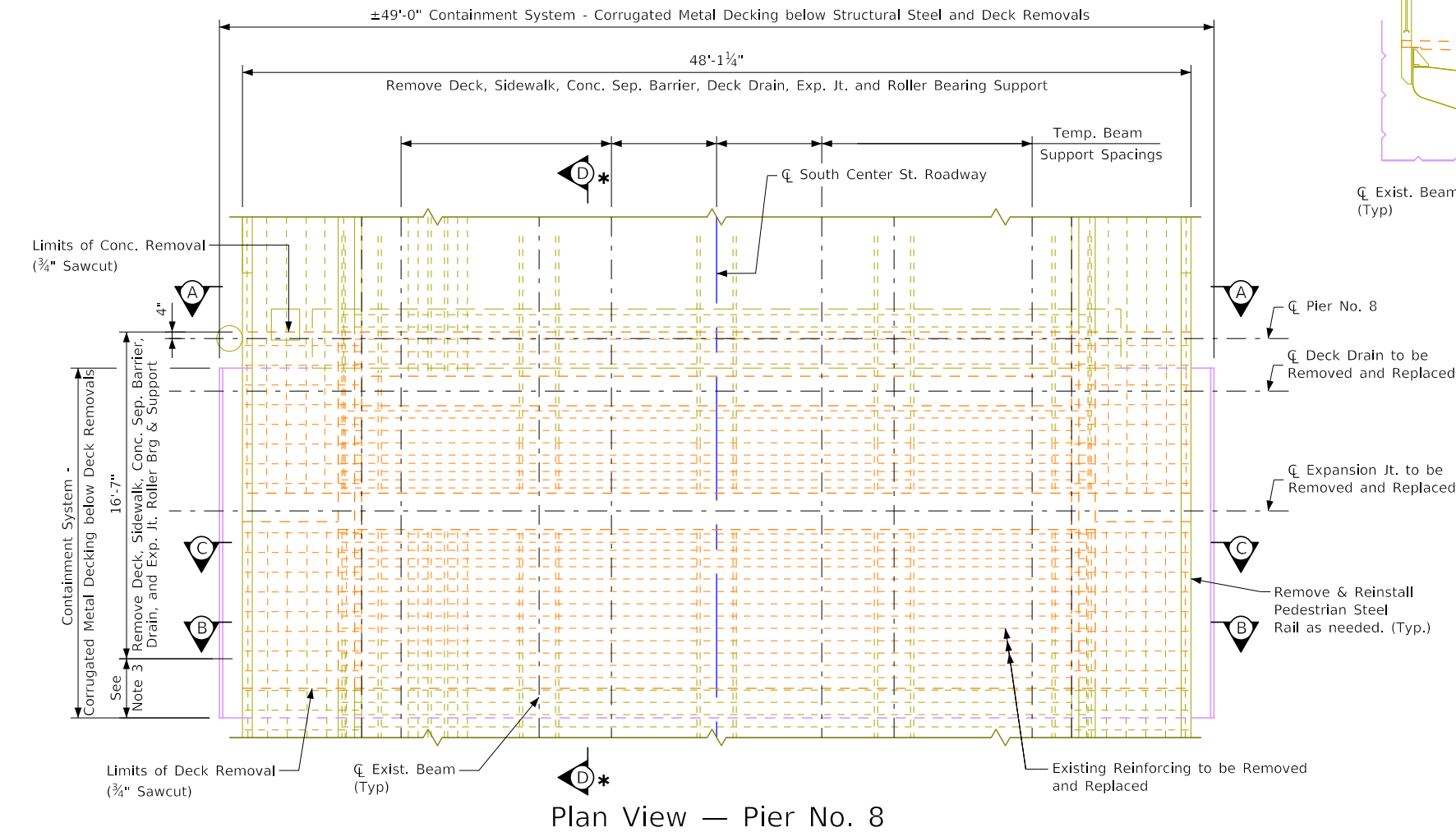
IOWA DEPARTMENT OF TRANSPORTATION

Design No. Design Sheet No. 06 of 37FHWA No. 035410

PROGRESS PLANS, NOT FOR CONSTRUCTION

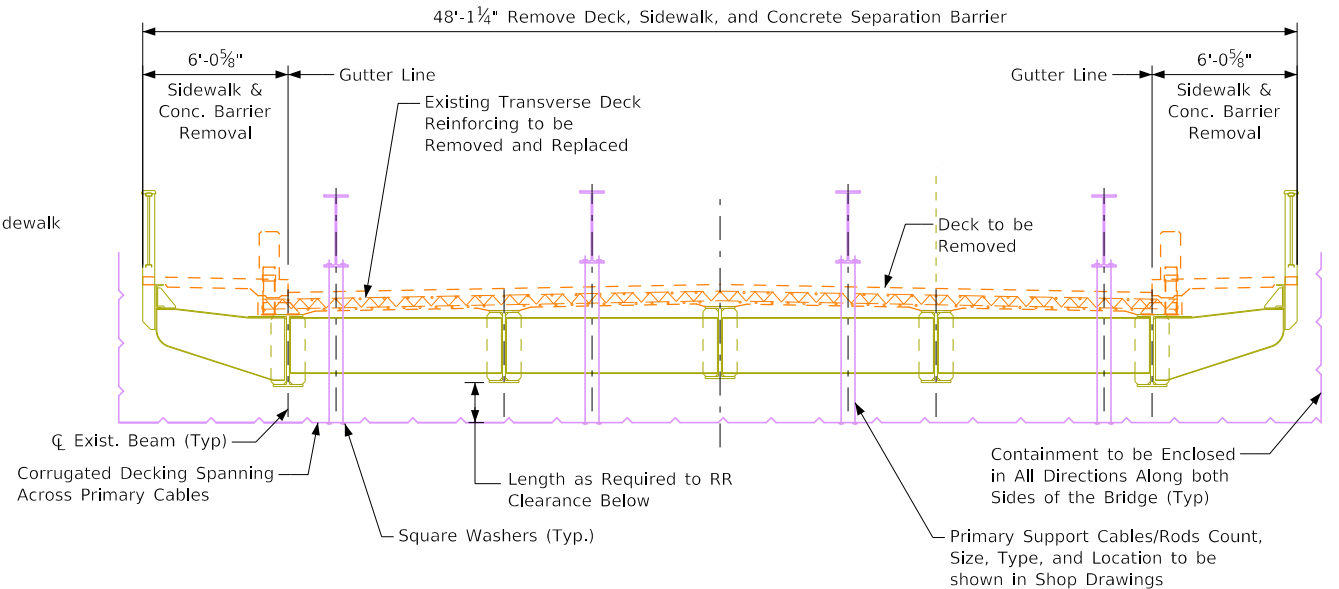


Section A-A — Pier No. 8
(Containment System not Shown for Clarity)

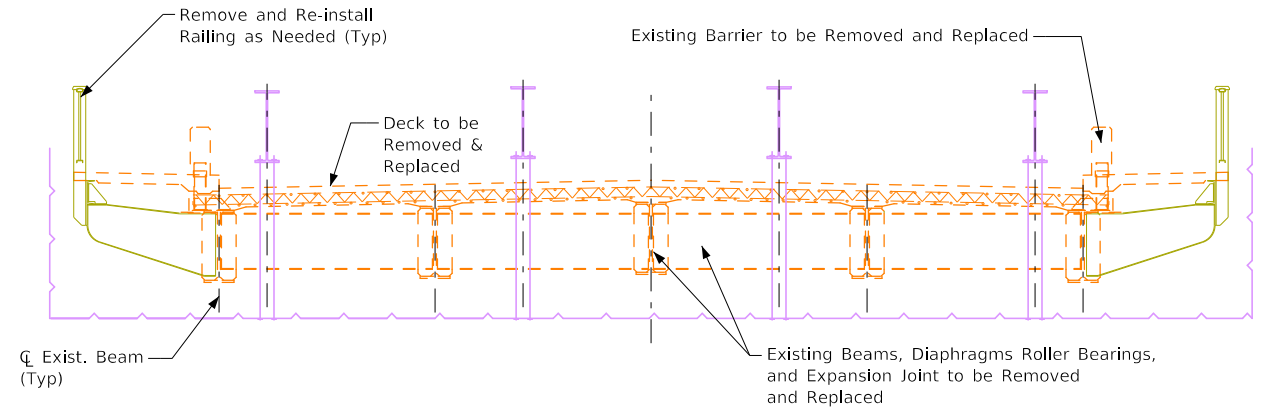


Plan View — Pier No. 8

* See Sheet V.08 for Details



Section B-B — Pier No. 8



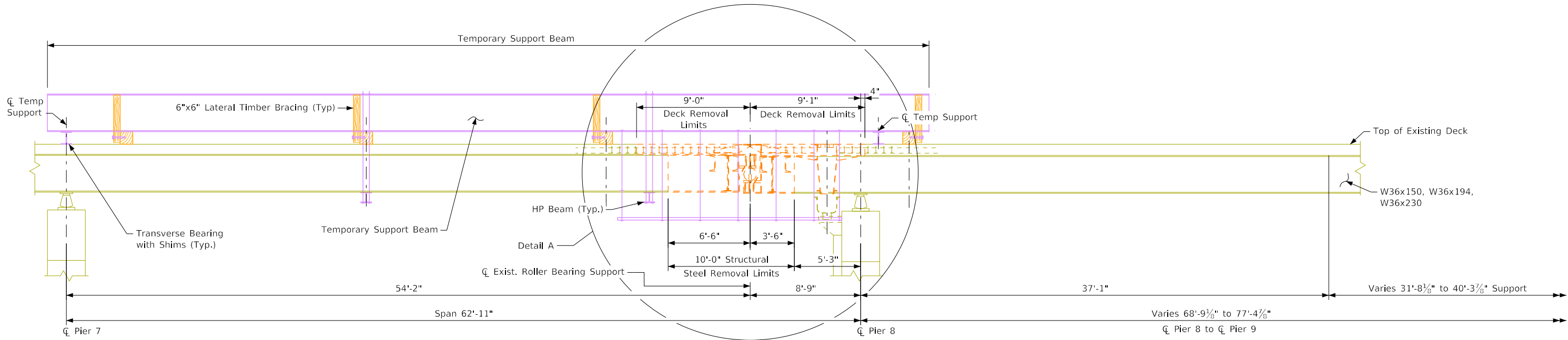
Section C-C — Pier No. 8

Suspended Platform & Containment System Notes

1. All Platform Components Depicted on these Drawings are for Illustration Purposes only. Dimensions, Details, Components, Types, Sizes and Locations shall be Included on the Shop Drawings. The Fabrication and Recommended Installation Requirements of each System Component are the Full Responsibility of the Contractor.
2. Structural Steel member Sizes for Temporary Supports to be Designed by the Contractor.
3. The Containment System shall Encompass all the Deck, Beam, and Bearing Removals. The Extension of the Corrugated Metal Decking shall be Determined by the Contractor and must be Designed to Guarantee that all Debris will be Retained by the Containment System. Existing beams will need to support the containment system during deck removal.
4. Grout Holes in Exist. Deck for Hanger bars once Work is Completed.

Design For Repairs to 0° Skew
1434'-0"×36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks
56'-0" End Spans 18 - Variable Length Interior Spans
Temporary Shoring Details
Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
IOWA DEPARTMENT OF TRANSPORTATION
Design No. # Design Sheet No. 07 of 37 FHWA No. 035410

PROGRESS PLANS, NOT FOR CONSTRUCTION

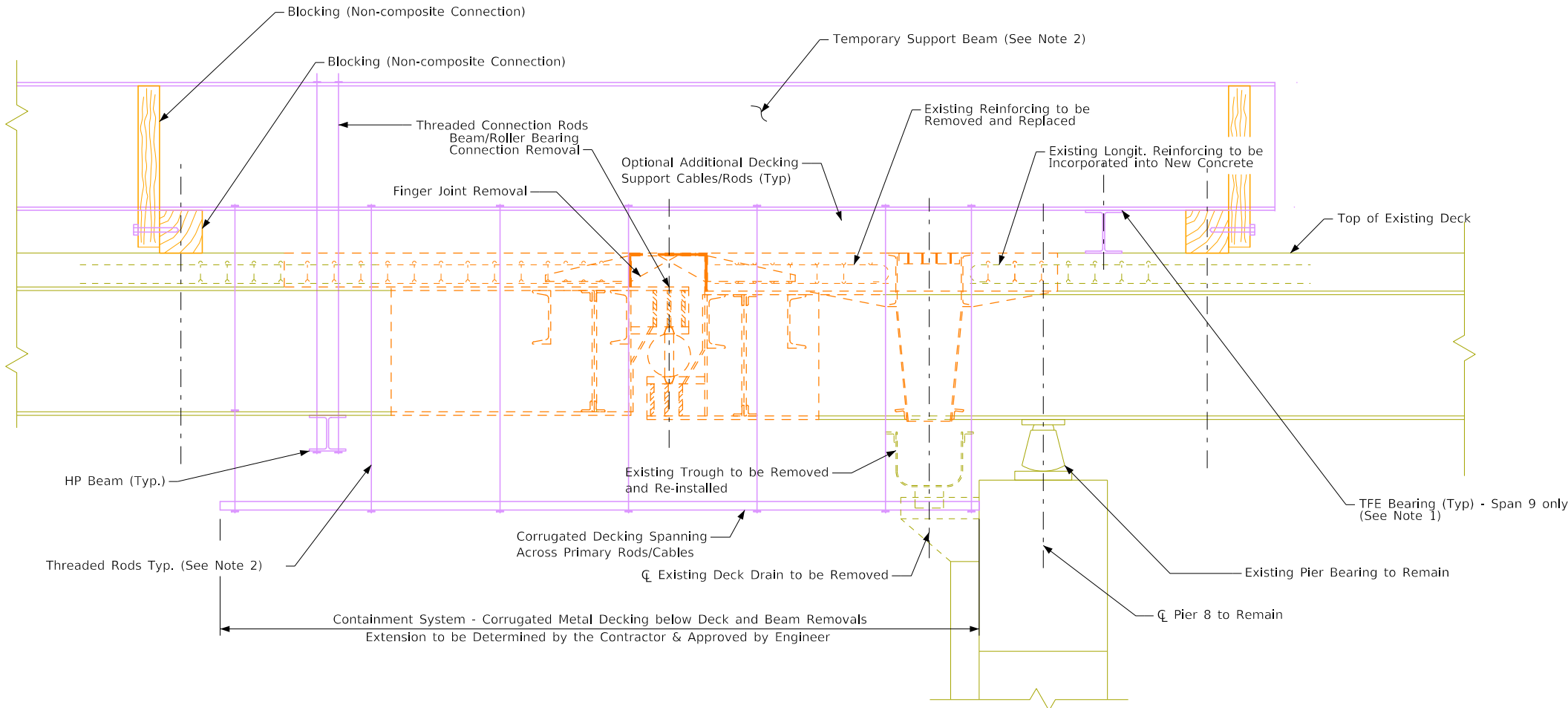


Elevation View Temp. Beam Support
Section D-D — Pier No. 8

Note: See Sheet V.07 for location of Section D-D

Notes:

1. Expansion Bearings shall be Used at the Wood Blocks and HP Beams Connections with the Existing Rolled Beams to Allow +/- 3" Movement.
2. Structural Steel Members for Temporary Supports to be Designed by the Contractor and Submitted for Approval
3. The Contractor shall Select the Containment System Attachment Configuration and Design the System to Withstand the Debris Loads and any Construction Loads it may Support.



Detail A — Containment System

Design For Repairs to 0° Skew

1434'-0"×36'-0" Steel Beam Bridge

with Two 4'-6" Sidewalks

56'-0" End Spans18 - Variable Length Interior Spans

Temporary Shoring Details

Sta. 51+47.70 (South Center St.)Turn-in Date: Aug 2025

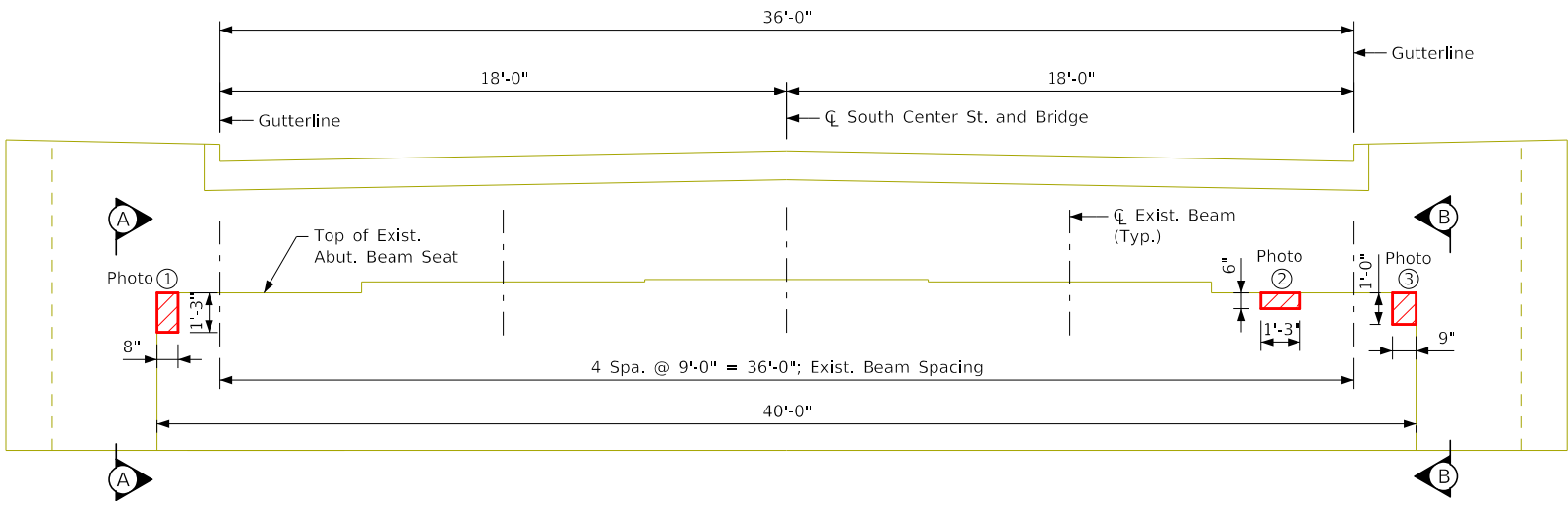
City of Marshalltown

IOWA DEPARTMENT OF TRANSPORTATION

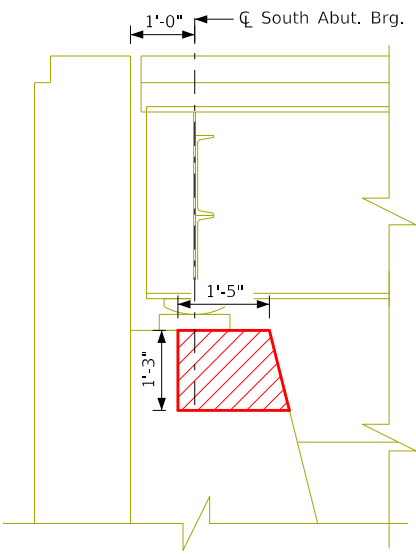
Design No. Design Sheet No. 08 of 37FHWA No. 035410

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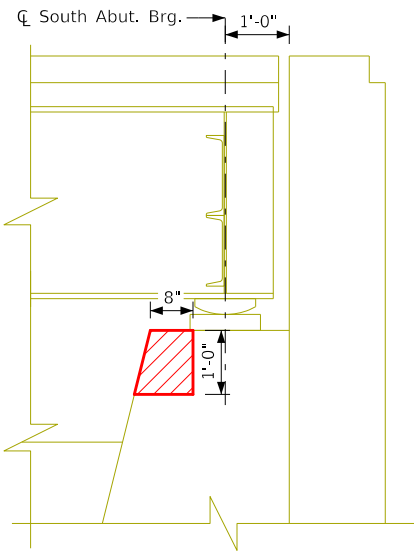
PROGRESS PLANS, NOT FOR CONSTRUCTION



South Abut. Elevation
(Looking South)



Section A-A
(Outside Looking West)



Section B-B
(Outside Looking East)

PHOTO ①



PHOTO ②



PHOTO ③



Concrete Repair
(All Repairs are
Increased by 20%)

Concrete Repair Quantities		
Location	Units	Quantity
Concrete Repair - Regular	Sq. Ft.	6.0

Design For Repairs to 0° Skew

1434'-0"×36'-0" Steel Beam Bridge

with Two 4'-6" Sidewalks

56'-0" End Spans18 - Variable Length Interior Spans

South Abut. Seat Repair Detail

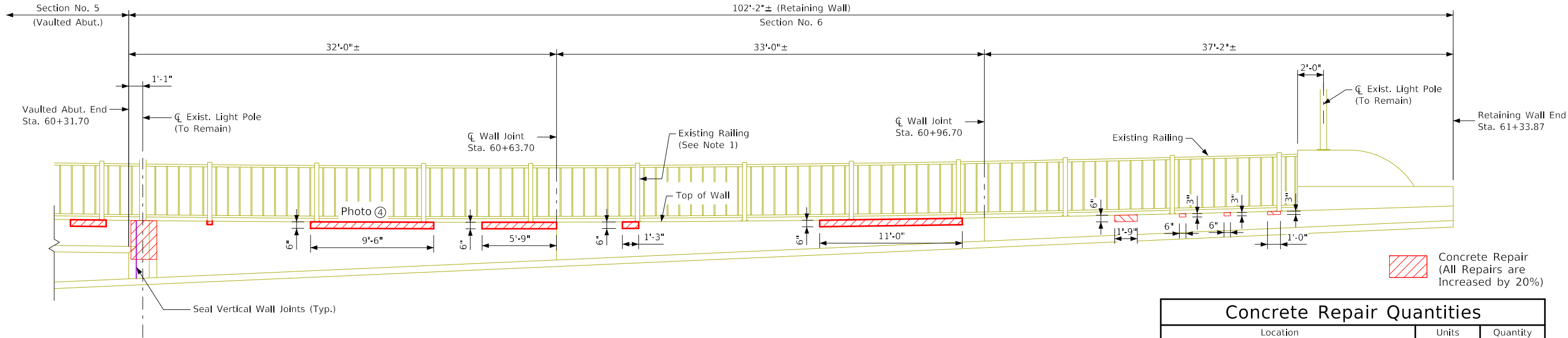
Sta. 51+47.70 (South Center St.)Turn-in Date: Aug 2025

City of Marshalltown

IOWA DEPARTMENT OF TRANSPORTATION

Design No. Design Sheet No. 16 of 37FHWA No. 035410

PROGRESS PLANS, NOT FOR CONSTRUCTION



Partial Elevation — North Approach East Retaining Wall
(Looking West)

Concrete Repair Quantities		
Location	Units	Quantity
Concrete Repair - Regular	Sq. Ft.	47.0

- Notes:
- Rail Posts may be Removed and Re-installed as need to Perform Repairs. Contractor to provide fall protection as necessary for completion of work.
 - See Sheet V.17 for Photo Locations.

Photo ①



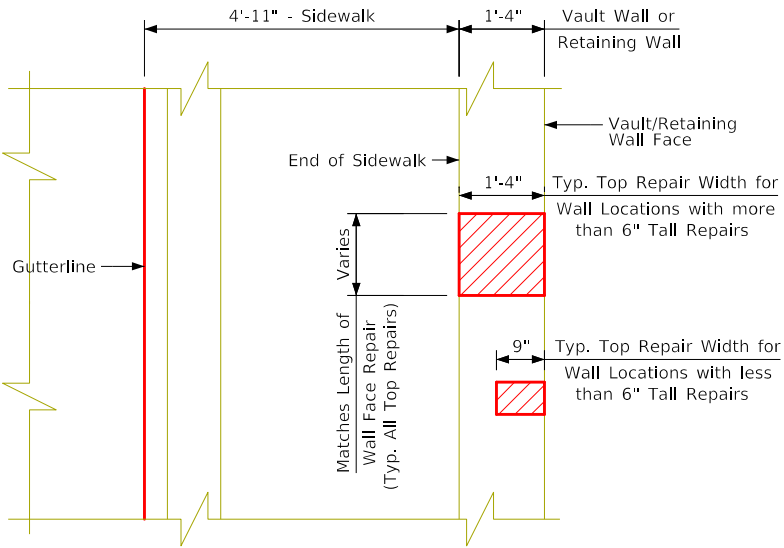
Photo ③



Photo ④



Photo ②



Plan View — Typical Vault And Retaining Wall Top Repairs

Design For Repairs to 0° Skew

1434'-0"×36'-0" Steel Beam Bridge

with Two 4'-6" Sidewalks

56'-0" End Spans18 - Variable Length Interior Spans

East Ret. Wall Repair - N. Approach

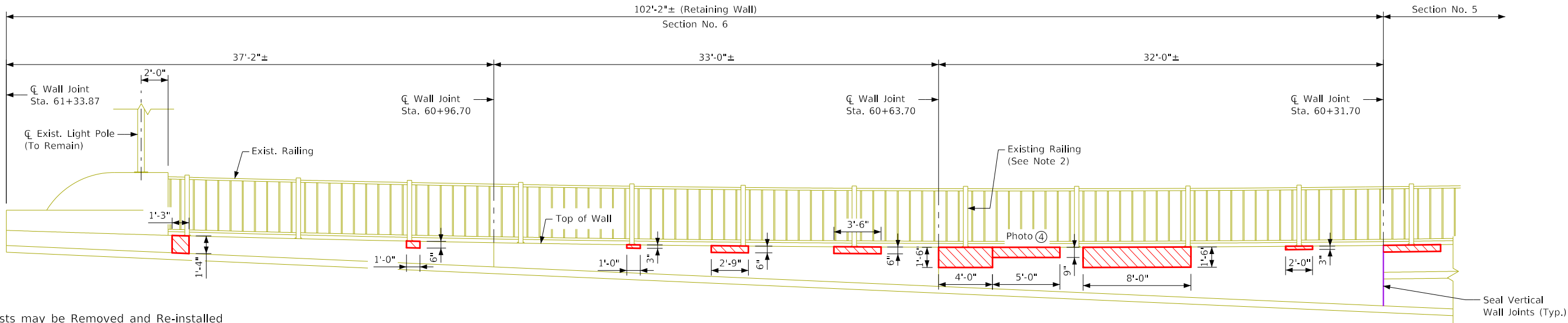
Sta. 51+47.70 (South Center St.)Turn-in Date: Aug 2025

City of Marshalltown

IOWA DEPARTMENT OF TRANSPORTATION

Design No. Design Sheet No. 18 of 37FHWA No. 035410

PROGRESS PLANS, NOT FOR CONSTRUCTION



- Notes:
- 1. Rail Posts may be Removed and Re-installed as need to Perform Repairs. Contractor to provide fall protection as necessary for completion of work.
 - 2. See Sheet V.19 for Photo Locations.

Partial Elevation — North Approach West Retaining Wall
(Looking East)

Concrete Repair
(All Repairs are
Increased by 20%)

Concrete Repair Quantities		
Location	Units	Quantity
Concrete Repair - Regular	Sq. Ft.	78.5

Photo ①



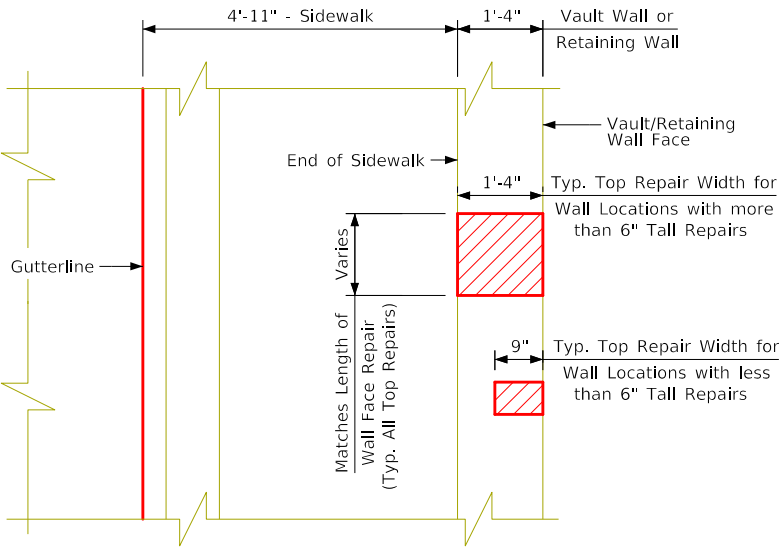
Photo ③



Photo ②



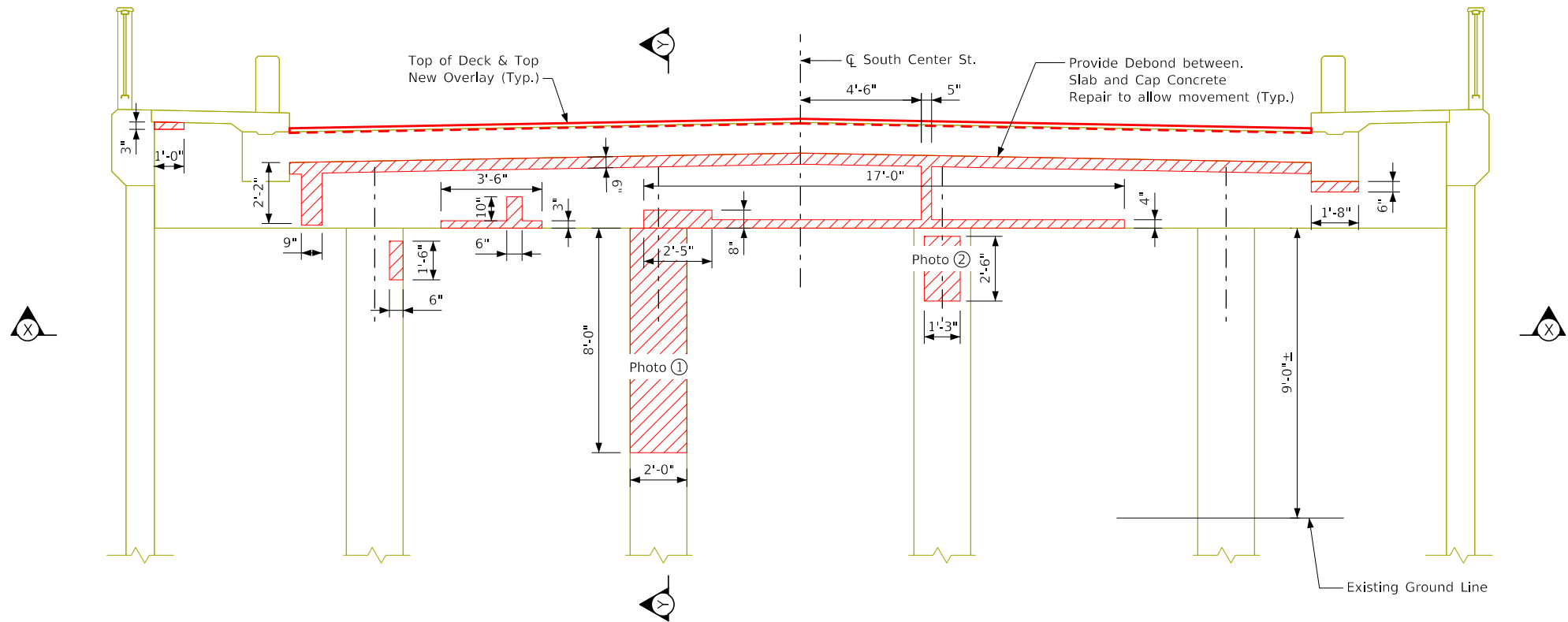
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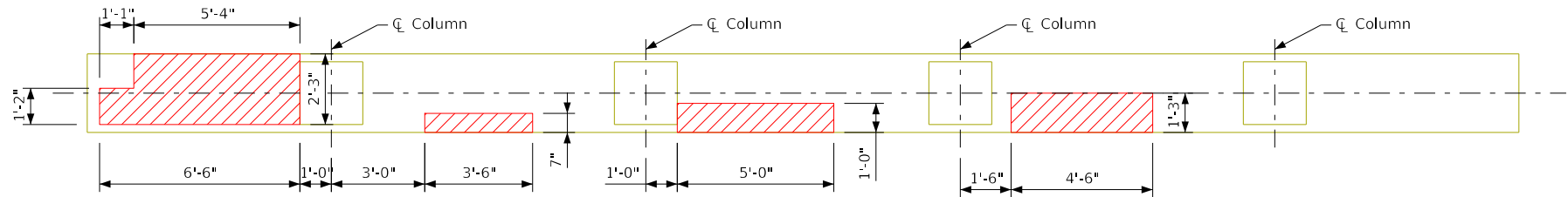
Plan View — Typical Vault And
Retaining Wall Top Repairs

Design For Repairs to 0° Skew
1434'-0"×36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks
56'-0" End Spans 18 - Variable Length Interior Spans
West Ret. Wall Repair - N. Approach
Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
IOWA DEPARTMENT OF TRANSPORTATION
Design No. Design Sheet No. 20 of 37 FHWA No. 035410

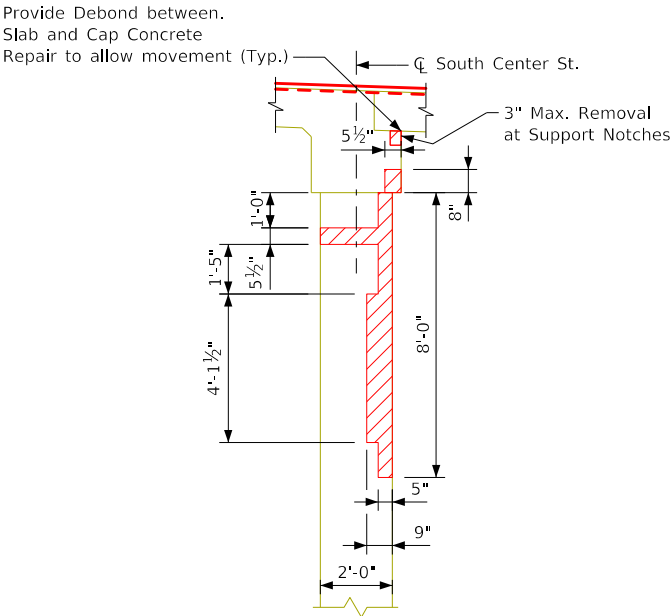
PROGRESS PLANS, NOT FOR CONSTRUCTION



Section A-A Abutment Viaduct — Concrete Beam Section
(Sta. 58+98.70, Looking South)



View X-X
(Bottom View of Beam)



Section Y-Y
(Both Sides of Column)

Photo ①



Photo ②



Concrete Repair Quantities		
Location	Units	Quantity
Concrete Repair - Shallow	Sq. Ft.	0.0
Concrete Repair - Regular	Sq. Ft.	104.0

 Concrete Repair
(All Repairs are
Increased by 20%)

Design For Repairs to 0° Skew

1434'-0"×36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks

56'-0" End Spans 18 - Variable Length Interior Spans

North Abutment Bent Repairs

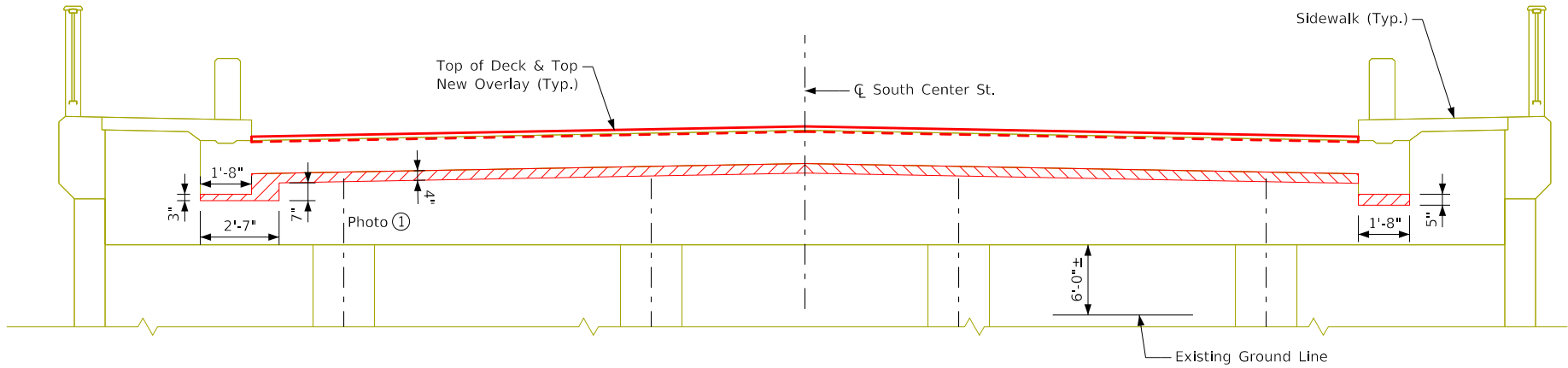
Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025

City of Marshalltown

IOWA DEPARTMENT OF TRANSPORTATION

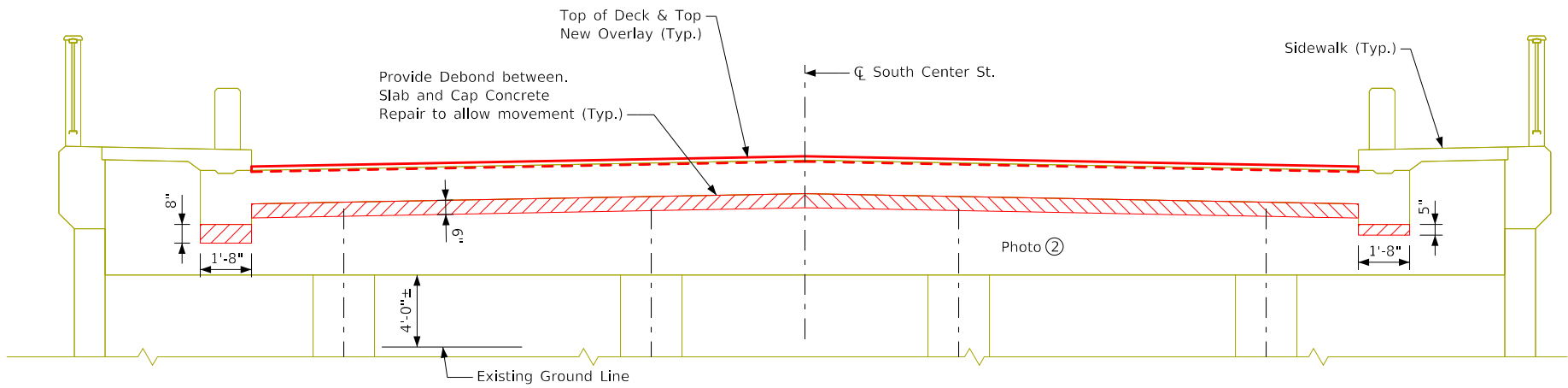
Design No. Design Sheet No. 22 of 37 FHWA No. 035410

PROGRESS PLANS, NOT FOR CONSTRUCTION



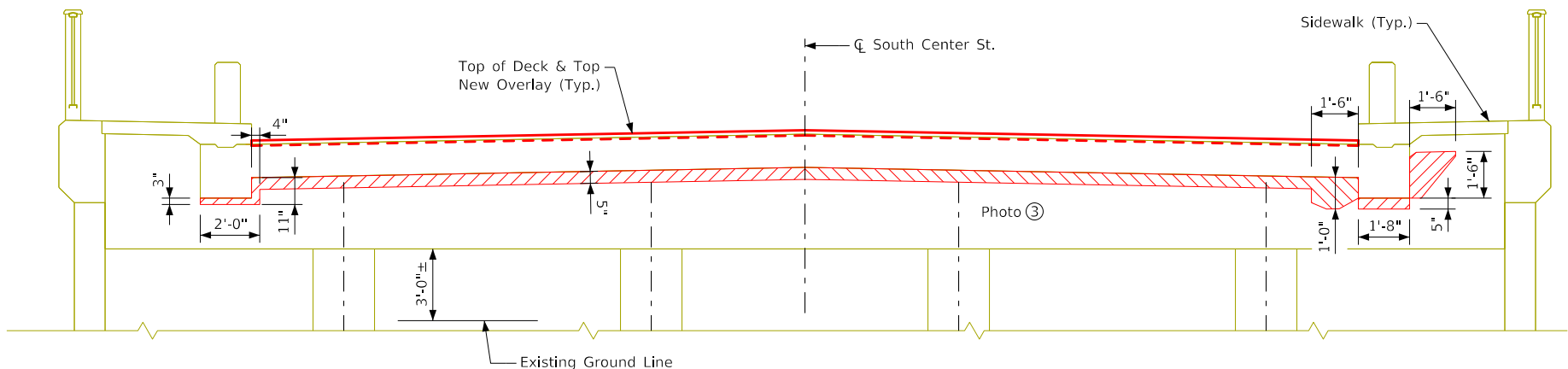
Section B-B Abutment Viaduct — Concrete Beam Section
(Sta. 59+31.70, Looking South)

Photo ①



Section C-C Abutment Viaduct — Concrete Beam Section
(Sta. 59+64.70, Looking South)

Photo ②



Section D-D Abutment Viaduct — Concrete Beam Section
(Sta. 59+97.70, Looking South)

Photo ③



 Concrete Repair
(All Repairs are
Increased by 20%)

Concrete Repair Quantities		
Location	Units	Quantity
Concrete Repair - Shallow	Sq. Ft.	0.0
Concrete Repair - Regular	Sq. Ft.	64.0

Design For Repairs to 0° Skew

1434'-0"×36'-0" Steel Beam Bridge

with Two 4'-6" Sidewalks

56'-0" End Spans 18 - Variable Length Interior Spans

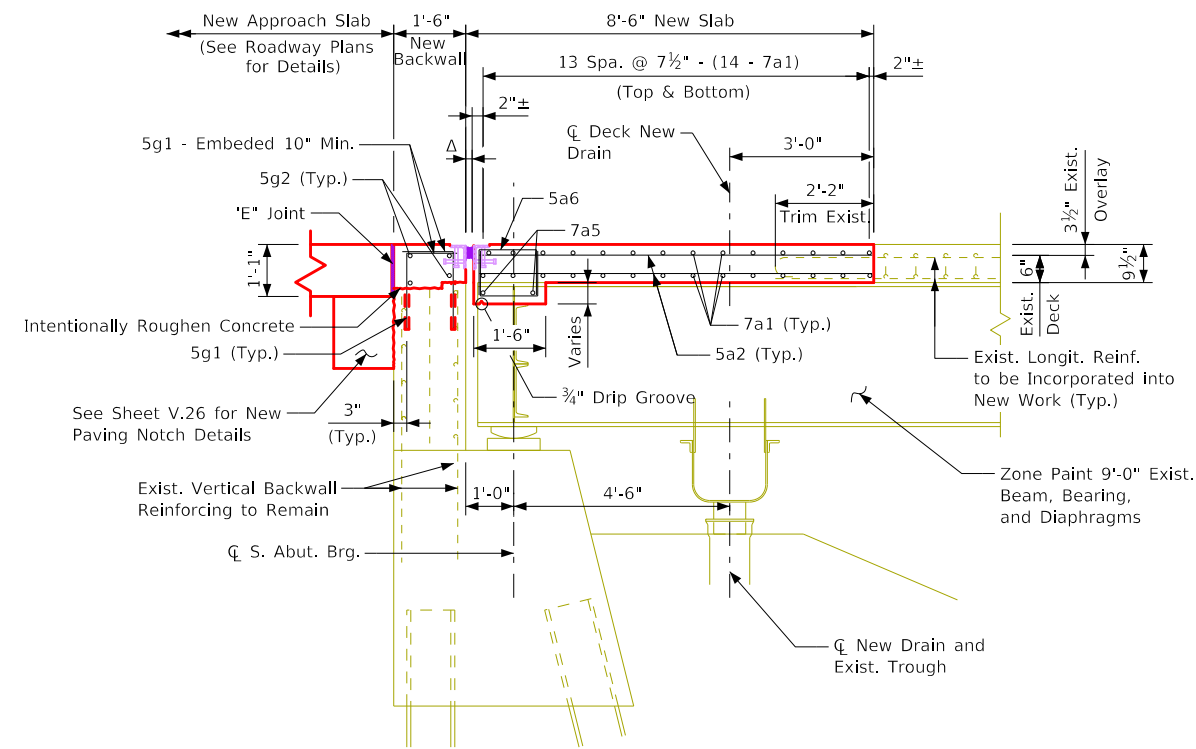
North Abutment Bent Repairs

Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025

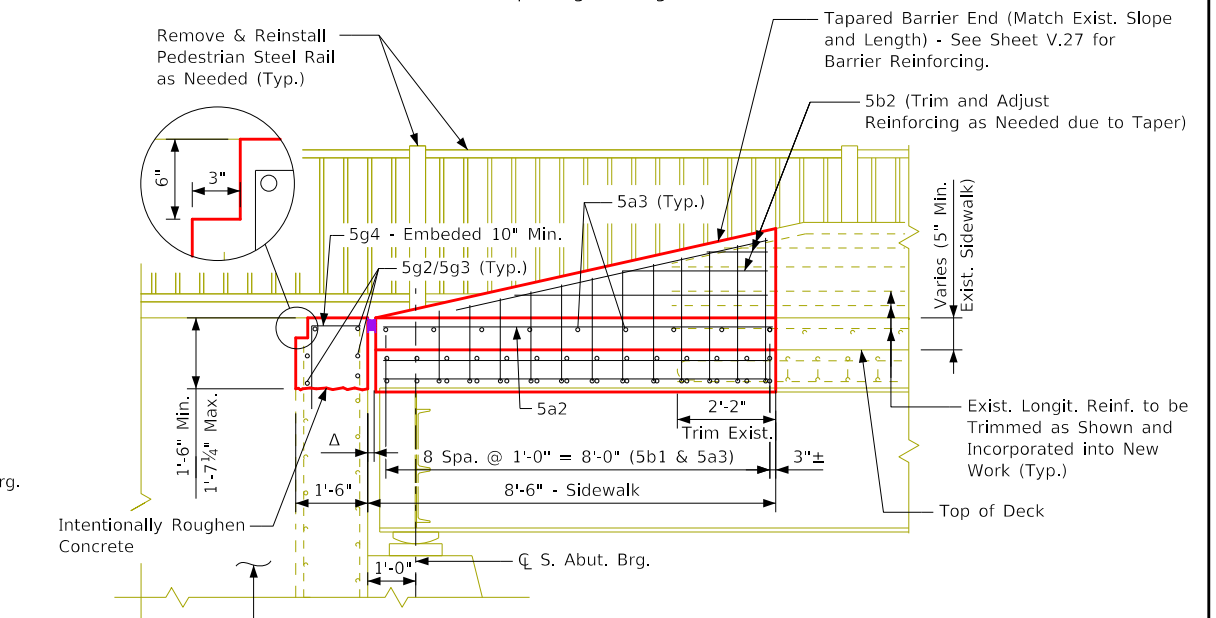
City of Marshalltown

IOWA DEPARTMENT OF TRANSPORTATION

Design No. Design Sheet No. 23 of 37 FHWA No. 035410



Δ See Sheet V.36 for Expansion
Joint Opening Settings

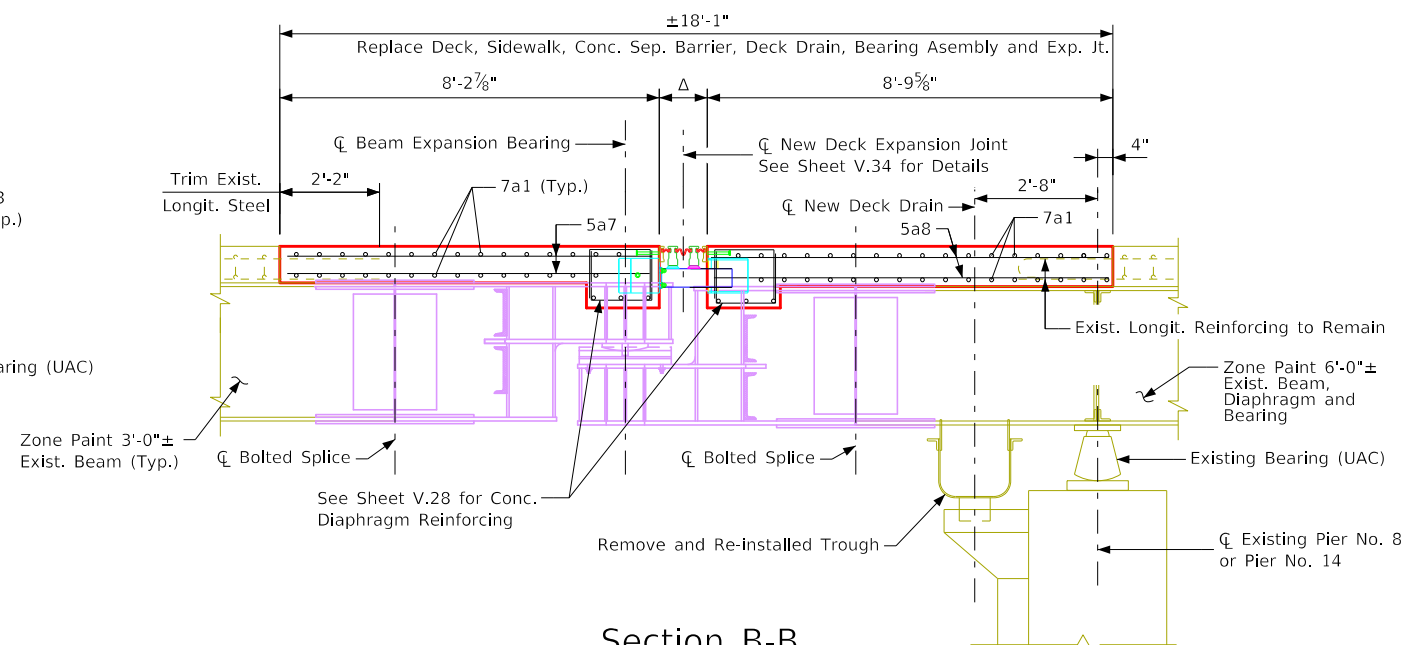


Δ See Sheet V.36 for Expansion
Joint Opening Settings

1. See Design Sheets V.27 for Typical Barrier Rail Details.
2. See Design Sheet V.04 and V.05 for Abutment Notes and Dowel Setting Notes.
3. See Design Sheet V.33 for Bent Bar Details and Bar List.
4. Trim Existing Bars as Required to Maintain 2" Clear Cover.
5. Zone Painting for Existing Beam, Bearings, and Diaphragms shall Extend 9'-0" from the End of the Existing Beam.

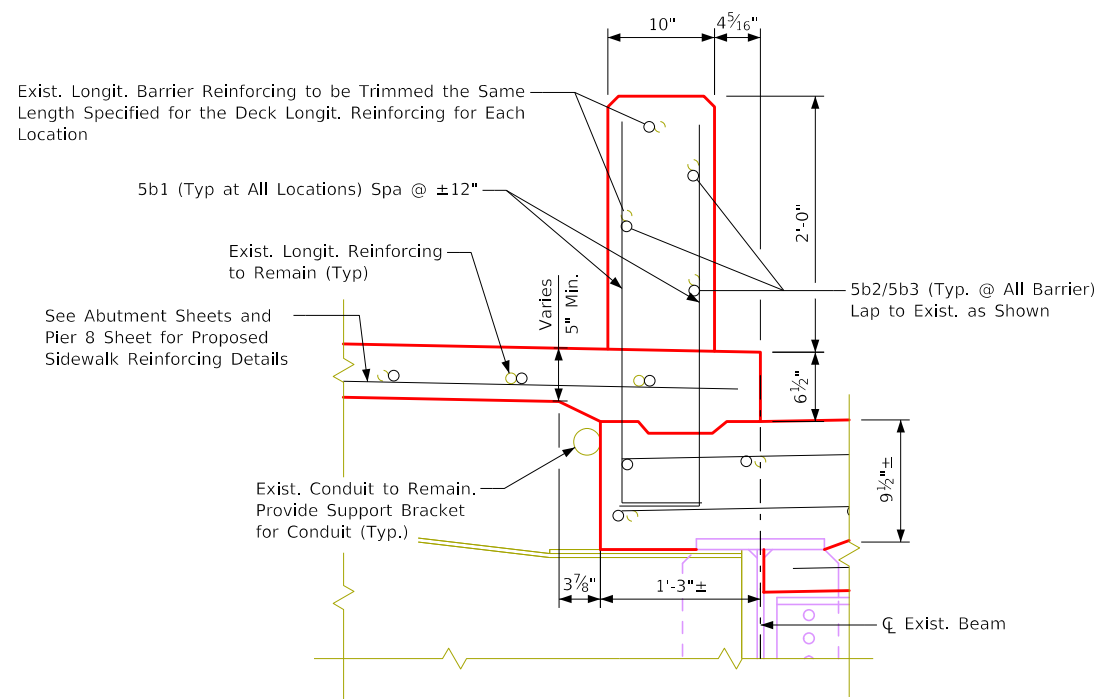
City of Marshalltown
IOWA DEPARTMENT OF TRANSPORTATION
Design No. Design Sheet No. 25 of 37 FHWA No. 035410

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Section B-B

Exist. Longit. Barrier Reinforcing to be Trimmed the Same Length Specified for the Deck Longit. Reinforcing for Each Location



Typical Barrier Detail

Design For Repairs to 0° Skew

1434'-0" x 36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks

56'-0" End Spans 18 - Variable Length Interior Spans

Replacement Details at Piers

Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025

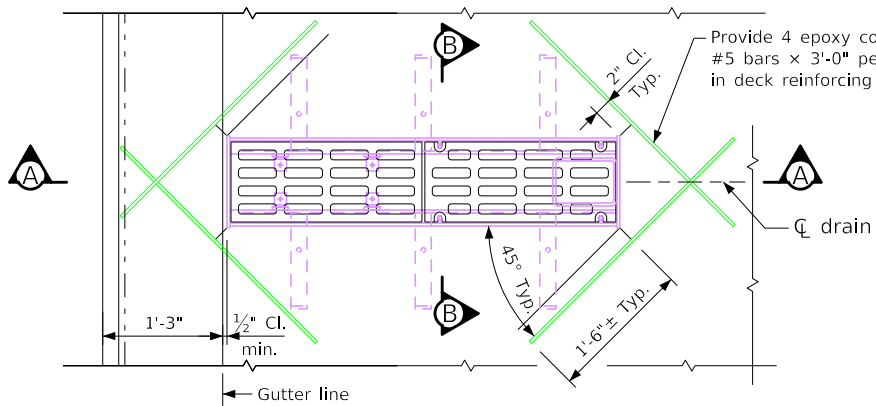
City of Marshalltown

IOWA DEPARTMENT OF TRANSPORTATION

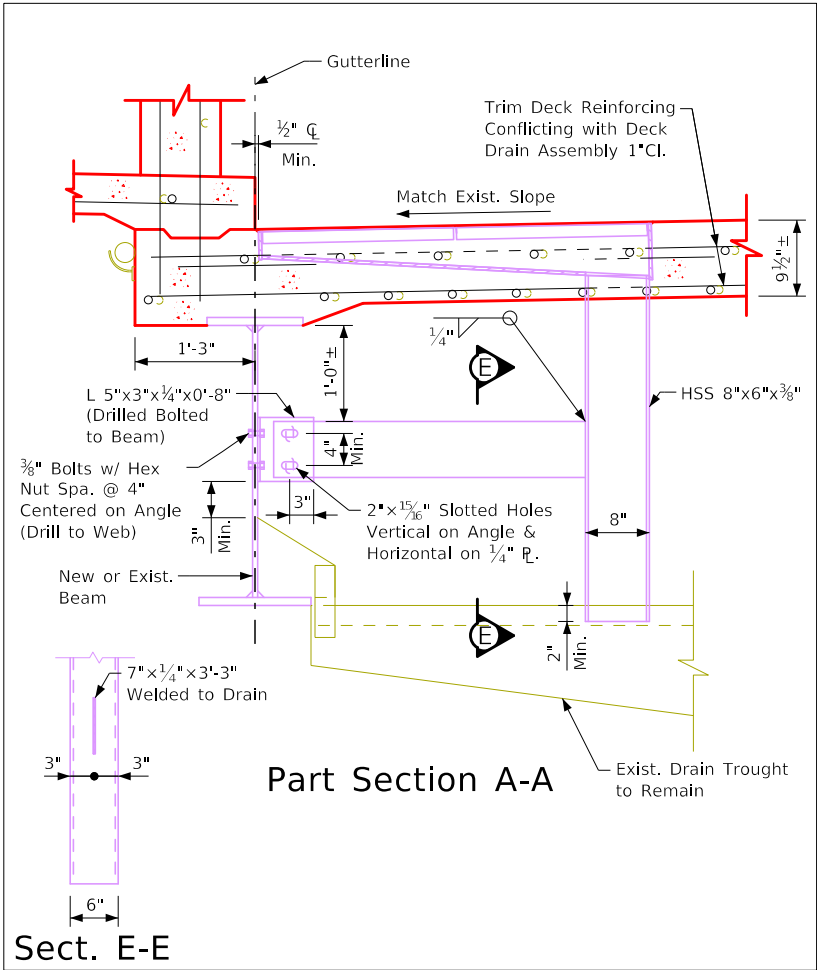
Design No. Design Sheet No. 27 of 37 FHWA No. 035410

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PROGRESS PLANS, NOT FOR CONSTRUCTION

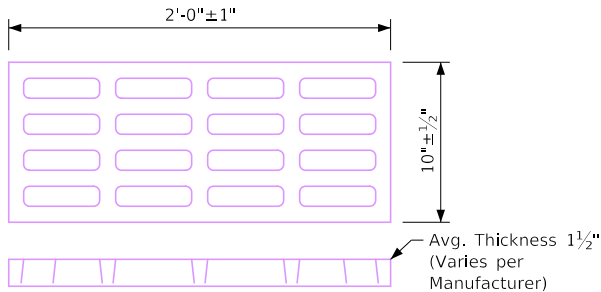


Part Plan At Drain



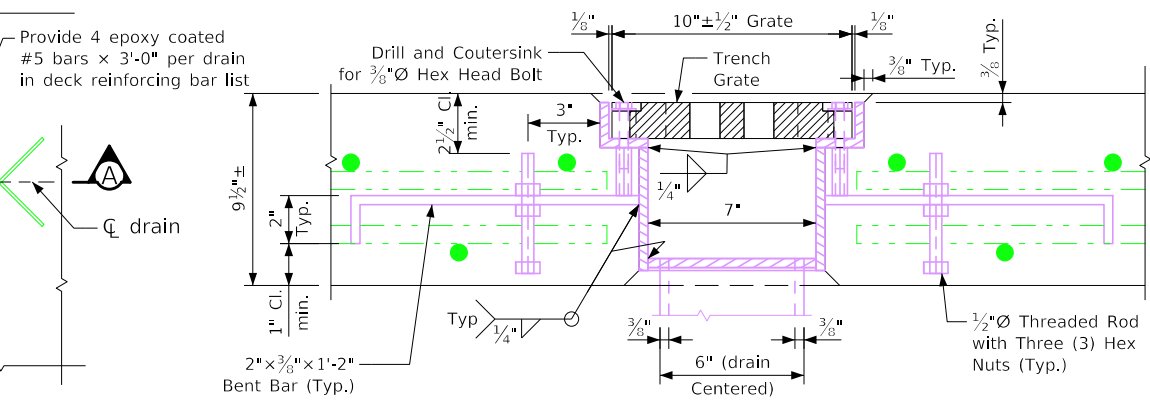
Part Section A-A

Sect. E-E



Drain Trench Grate Details
(2 Grates Required per Drain)

Note: Pattern and direction of grate opening shall be similar to the pattern shown.



Part Section B-B — Showing Detail B Option
(Detail Is Shown Using 10" Wide Grate)

Drain Notes

The drains shall be 3/8 inch thick steel. The drain assemblies shall be galvanized after fabrication. The bid item "Deck Drain" shall include all costs associated with fabricating and installing the deck drains as per plan.

The drain trench grates shall be ferrous castings. Metal used in the manufacture of castings shall conform to ASTM A48-83 Class 35B or better gray iron castings in accordance with current Iowa D.O.T. Standard Specifications. Finish of castings shall be smooth and free of defects. Trench grates shall be capable of carrying AASHTO HL-93 loading. Galvanizing of the trench grates is not required.

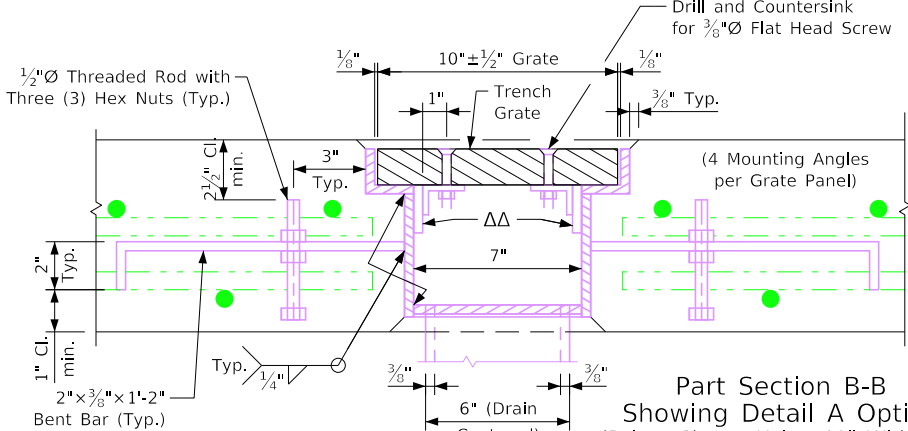
Drains shall be centered over the exist. Drainage Trough from the location designated on the repair details. The bottom transverse deck reinforcing bar shall be cut off to provide 1 inch clearance from the drain. The top transverse deck reinforcing bars on each side of the drain, shall be spaced as necessary to provide 1 inch clearance from the drain. Longitudinal deck reinforcing bars that conflict with the drain shall be cut off to provide 1 inch clearance from the drain. All cut ends of bars shall be coated with epoxy patching material supplied by the manufacturer of the epoxy coating. Longitudinal deck reinforcing bars shall be shifted as necessary to accommodate anchor bars.

Materials

Plates, bars, threaded rods and angles shall meet the requirements ASTM A709 Grade 36. The tube steel shall meet the requirements ASTM A500 Grade B.

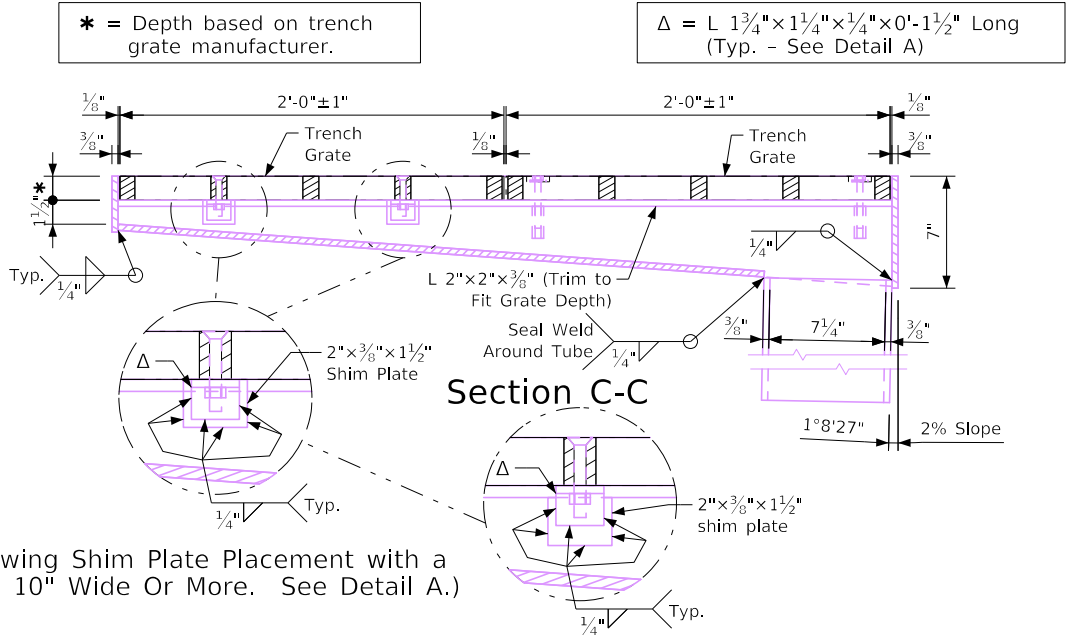
3/8"Ø mechanically galvanized steel flat head screw shall meet the requirements of ASTM B695-04 (2009) and ASTM F835-12.

3/8"Ø mechanically galvanized steel hex head bolt and hex nut shall meet the requirements of ASTM B695-04 (2009) and ASTM A307-12 Grade A.



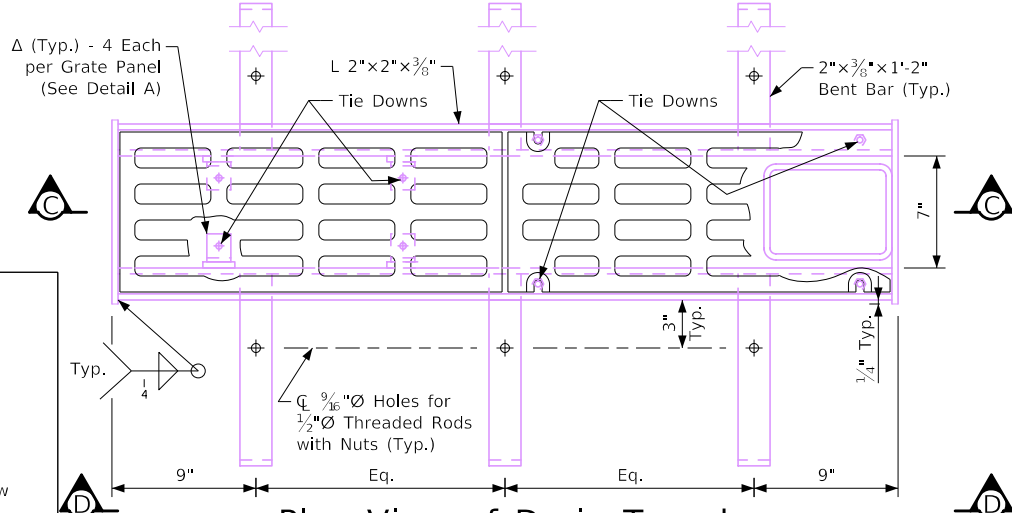
Part Section B-B
Showing Detail A Option
(Dtl. Is Shown Using 10" Wide Grate)

ΔΔ = Adjust shim plate according to width of grate.

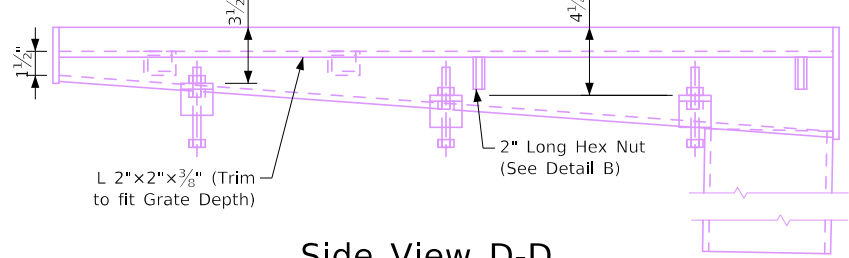


(Showing Shim Plate Placement with a Grate 10" Wide Or More. See Detail A.)

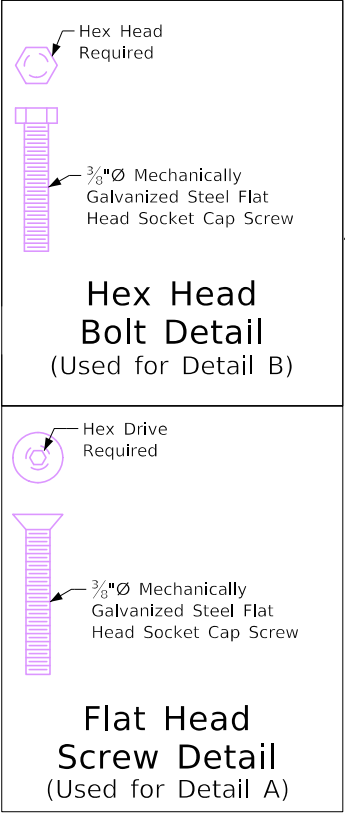
(Showing Shim Plate Placement with a Grate Less Than 10" Wide. See Detail A.)



Plan View of Drain Trench
(Grate Tie Downs Show Both Detail A and Detail B)



Side View D-D



Hex Head Bolt Detail
(Used for Detail B)

Flat Head Screw Detail
(Used for Detail A)

Note:
8 Deck Drains Required.
See Situation Plan for locations.

Design For Repairs to 0° Skew
1434'-0" x 36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks
56'-0" End Spans 18 - Variable Length Interior Spans
Deck Drain Details
Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
IOWA DEPARTMENT OF TRANSPORTATION
Design No. Design Sheet No. 37 of 37 FHWA No. 035410

EXHIBIT B
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

SECTION 1 - CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Crossing Area for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Crossing Area for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely to affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Crossing Area with such railroad tracks as may be required for its convenience or purposes.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Crossing Area for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property and the right to cross the Crossing Area with all kinds of equipment. The Railroad further reserves the right to attach signal, communication or power lines to the Structure, provided that such attachments shall comply with Political Body's specifications and will not interfere with the Political Body's use of the Crossing Area.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Crossing Area, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Structure and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

SECTION 2 - CONSTRUCTION OF STRUCTURE

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Structure and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper drainage facilities, guard rails or barriers, and right of way fences between the Structure and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Crossing Area in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Structure and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in compliance with the Plans, the Railroad's Coordination Requirements set forth in **Exhibit D** and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the Political Body and/or the Contractor.

SECTION 3 - INJURY AND DAMAGE TO PROPERTY

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

SECTION 4 - RAILROAD MAY USE CONTRACTORS TO PERFORM WORK

The Railroad may contract for the performance of any of its work by other than railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

SECTION 5 - MAINTENANCE AND REPAIRS

A. The Political Body, at its expense, shall maintain, repair and renew, or cause to be maintained, repaired and renewed, the entire Structure, including, but not limited to, the superstructure, substructure, piers, abutments, walls, approaches and all backfill, grading and drainage required by reason of the Structure, as well as all graffiti removal or overpainting involving the Structure.

B. The Railroad, at its expense, will maintain, repair and renew, or cause to be maintained, repaired and renewed, the rails, ties, ballast and communication and signal facilities owned by the Railroad beneath the Structure.

SECTION 6 - SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:

A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Structure, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or

other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse and, to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Crossing Area.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in

connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering-Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Structure and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

SECTION 7 - INTERIM WARNING DEVICES

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Crossing Area, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the construction or reconstruction of the Structure has been completed.

SECTION 8 - OTHER RAILROADS

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

SECTION 9 - BOOKS AND RECORDS

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

SECTION 10 - REMEDIES FOR BREACH OR NONUSE

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Structure and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Crossing Area for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Crossing Area and Structure upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

SECTION 11 - MODIFICATION - ENTIRE AGREEMENT

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.

Public Highway Overpass 03/01/2013
Standard Form Approved, AVP-Law

**EXHIBIT C
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT**

Exhibit C will be Railroad's Material and Force Account Estimate.

EXHIBIT C-1

**ESTIMATE OF FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD COMPANY**

DESCRIPTION OF WORK: Engineering and other related services for work to be performed within railroad right of way. This includes project and construction management during construction activities in railroad right of way. All necessary railroad services will be billed at actual cost.

DATE: 7/22/2025

LOCATION: Marshalltown, IA DOT: 190622Y	SUBDIVISION Clinton Sub	STATE: IA			
DESCRIPTION	LABOR	MATERIAL	UP %0	Agency % 100	TOTAL
ENGINEERING					
Project Management	\$ 15,000	\$ -	\$ -	\$ 15,000.00	\$ 15,000
Construction Submittals	\$ 10,000	\$ -	\$ -	\$ 10,000.00	\$ 10,000
Construction Management	\$ 65,000	\$ -	\$ -	\$ 65,000.00	\$ 65,000
Digital Observation (*If Required*)	\$ 150/day	\$ 250/day			
TOTAL PROJECT:	\$ 90,000	\$ -	\$ -	\$ 90,000.00	\$90,000

TOTAL ESTIMATED COST: \$90,000

THE ABOVE FIGURES ARE ESTIMATES ONLY AND SUBJECT TO FLUCTUATION.
IN THE EVENT OF AN INCREASE OR DECREASE IN THE COST OR QUANTITY OF
MATERIAL OR LABOR REQUIRED, THE RAILROAD WILL BILL FOR ACTUAL
COSTS AT THE CURRENT RATES EFFECTIVE THEREOF.

****Digital Observation (*If Required*) = This will be assessed when determined to be required by UPRR****

Flagging is NOT included in this estimate. Agency's are instructed to follow Union Pacific's Third Party Flagging Policy.

Please utilize the following link to Union Pacific's Third Party Flagging Policy:

https://www.up.com/real_estate/third-party-flagging/index.htm

EXHIBIT D
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

RAILROAD COORDINATION REQUIREMENTS

1.01 DEFINITIONS

Agreement: Agreement that has been signed, or will be signed, between Railroad and Agency covering the construction and maintenance of the Project.

Agency: _____ City of Marshalltown, Iowa _____

AREMA: American Railway Engineering and Maintenance-of-way Association

Contractor: The contractor or contractors hired by the Agency to perform any project work on any portion of Railroad's property and shall also include the Contractor's subcontractors and the Contractor's and subcontractor's

respective employees, officers and agents, and others acting under its or their authority.

MUTCD: Manual on Uniform Traffic Control Devices

Project: Agency's Project Number _____ covering _____

Railroad: Union Pacific Railroad Company

Railroad Project Representative: Railroad's Manager of Industry and Public Projects for this Project (see Section 1.03)

Railroad MTM Representative: Railroad's Manager of Track Maintenance for this Project (see Section 1.03)

Requirements: The Railroad Coordination Requirements set forth in this Exhibit.

1.02 DESCRIPTION

This Project includes construction work within Railroad's right-of-way. These Requirements describe coordination with the Railroad when work by the Contractor will be performed upon, over or under the Railroad right-of-way or may impact current or future Railroad operations. The Contractor will coordinate with the Railroad while performing the work outlined in this Agreement and shall afford the same cooperation with the Railroad as it does with the Agency. All submittals and work shall be completed in compliance with these Requirements, Railroad guidelines and requirements, AREMA recommendations and/or as directed by the Railroad Local Representative and/or the Railroad MTM Representative.

1.03 UPRR CONTACTS

The Railroad Project Representative for this project is:

Alex Fiorini

Afiorini@benesch.com

For Railroad flagging services and track work, contact the following Railroad MTM Representative:

James Ebersole

jbeberso@up.com

970-301-3006

1.04 PLANS / SPECIFICATIONS

The plans and specifications for this Project, affecting the Railroad, are subject to the written approval by the Railroad. Changes in the plans made after the execution of the Agreement and/or the awarding of the Project to the Contractor are subject to the prior review and written approval of the Agency and the Railroad. No construction work shall commence until final stamped plans and/or changes to final stamped plans have been reviewed and approved by the Railroad in writing. The Railroad's review and approval of the Agency's and/or Contractor's plans in no way relieves the Agency and Contractor from their responsibilities, obligations and/or liabilities under this Agreement, Agency's agreement with the Contractor for the Project and/or in the separate Contractor's Right of Entry Agreement referenced in Section 1.08. Railroad's approval will be given with the understanding that the Railroad makes no representations or warranty as to the validity, accuracy, legal compliance or completeness of Agency's and/or Contractor's plans and that any reliance by the Agency or the Contractor with respect to such plans is at the risk of the Agency and the Contractor.

1.05 UTILITIES AND FIBER OPTICS

A. All installations shall be constructed in accordance with current AREMA recommendations and Railroad specifications and requirements. Railroad general guidelines and the required application forms for utility installations can be found on the Railroad website at <http://www.uprr.com/reus/pipeline/install.shtml>.

B. It shall be the responsibility of the Contractor, at its expense, to make arrangements directly with utility companies involving the protection, encasement, reinforcement, relocation, replacement, removing or abandonment in place of non-railroad facilities affected by the Project. Railroad has no obligation to supply additional Railroad property for non-railroad facilities affected by this Project, nor does the Railroad have any obligation to permit non railroad facilities to be abandoned in place or relocated on Railroad's property. Any facility and/or utility that crosses Railroad right of way must be covered under an agreement with the Railroad including, without limitation, any relocations of an existing facility and/or utility.

C. Any longitudinal fiber optic lines on Railroad right of way shall be treated as Railroad facilities. Project design may need to be altered to accommodate such facilities.

D. Any fiber optic relocations or protections that are required due to this Project will be at the Agency's expense.

1.06 GENERAL

A. It is essential that the proposed construction shall be performed without interference to Railroad operations and in compliance with all applicable Railroad and Federal Railroad Administration rules and regulations. The Railroad shall be reimbursed by the Contractor or Agency for train delay costs and lost revenue claims due to any delays or interruption of train operations resulting from the Contractor's construction or other activities.

B. Track protection is required for all work equipment (including rubber tired equipment) operating within 25 feet from nearest rail. All work shall be designed and executed outside the temporary construction clearance envelope defined in Section 1.12.

- C. The Contractor is also advised that new facilities within the Project may be scheduled to be built by the Railroad and that certain Contractor's activities cannot proceed until that work is complete. The Contractor shall be aware of the limits of responsibilities, allow sufficient time in the schedule for that work to be accomplished and shall coordinate its efforts with the Railroad.

1.07 RAILROAD OPERATIONS

- A. The Contractor shall be advised that trains and/or equipment should be expected on any track, at any time, and in either direction. The Contractor shall communicate with the Railroad MTM Representative to improve the Contractor's understanding of Railroad traffic volume and operation at the Project site. The Contractor's bid shall be structured assuming intermittent track windows as defined in Section 1.07 C
- B. All Railroad tracks within and adjacent to the Project site are to be assumed as active and rail traffic over these facilities shall be maintained throughout the Project. Activities may include both through moves and switching moves to local customers. Railroad traffic and operations can occur continuously throughout the day and night on these tracks and shall be maintained at all times as defined herein. The Contractor shall coordinate and schedule the work so that construction activities do not interfere with Railroad's operations.
- C. Work windows for this Project shall be coordinated with the Agency or Contractor and the Railroad Project Representative and the Railroad MTM Representative. Types of work windows include Conditional Work Windows and Absolute Work Windows, as defined below:
1. **Conditional Work Window**: A period of time in which Railroad's operations have priority over construction activities. When construction activities may occur on and adjacent to the railroad tracks within 25 feet of the nearest track, a Railroad flag person will be required. At the direction of the flag person, upon approach of a train and when trains are present on the tracks, the tracks must be cleared (i.e., no construction equipment, materials or personnel within 25 feet from the nearest active track or as directed by the Railroad MTM Representative). Conditional Work Windows are available for the project subject to Railroad's local operating unit review and approval.
 2. **Absolute Work Window**: A period of time in which construction activities are given priority over Railroad's operations. During this time the designated Railroad track(s) will be inactive for train movements and may be fouled by the Contractor. Before the end of an Absolute Work Window, all Railroad tracks and signals must be completely operational for normal train operations. Also, all Railroad, Public Utilities Commission and Federal Railroad Administration requirements, codes and regulations for operational tracks must be complied with. Should the operating tracks and/or signals be affected, the Railroad will perform inspections of the work prior to placing the affected track back into service. Railroad flag persons will be required for construction activities requiring an Absolute Work Window. **Absolute Work Windows will generally not be granted. Any request will require a detailed written explanation for Railroad review and approval.**

1.08 RIGHT OF ENTRY, ADVANCE NOTICE AND WORK STOPPAGES

- A. Prior to beginning any work within the Railroad right-of-way, the Contractor shall enter into an agreement with the Railroad in the form of the Contractor's Right of Entry Agreement, attached as _____, or latest version thereof provided by the Railroad. There is a fee for processing of the agreement which shall

be borne by the Contractor. The right of entry agreement shall specify working time frames, flagging, inspection and insurance requirements and any other items specified by the Railroad.

- B. The Contractor shall give advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing work in connection with construction upon or over Railroad's right-of-way and shall observe the Railroad rules and regulations with respect thereto.
- C. All work upon the Railroad right-of-way shall be done at such times and in such a manner as not to interfere with or endanger the operations of the Railroad. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad MTM Representative for approval, but such approval shall not relieve the Contractor from liability. Any work to be performed by the Contractor, which requires flagging service or inspection service, shall be deferred until the flagging protection required by the Railroad is available at the job site. See Section 1.21 for railroad flagging requirements.
- D. The Contractor shall make requests in writing to both the Railroad Project Representative and the Railroad MTM Representative for both Absolute and Conditional Work Windows, at least two weeks in advance of any work. The written request must include:
 - 1. Description of work to be done.
 - 2. The days and hours that work will be performed.
 - 3. The exact location of the work and proximity to the tracks.
 - 4. The type of window and amount of time requested.
 - 5. The designated contact person for the Contractor.

The Contractor shall provide a written confirmation notice to the Railroad MTM Representative at least fifteen (15) days prior to commencing work in connection with the approved work windows when work will be performed within **25 feet of any track center line**. All work shall be performed in accordance with previously approved work plans.

- E. Should a condition arise from, or in connection with, the work which requires immediate and unusual actions to be made to protect operations and property of the Railroad, the Contractor shall undertake such actions. If, in the judgment of the Railroad MTM Representative, such actions are insufficient, the Railroad MTM Representative may require or provide such actions as deemed necessary. In any event, such actions shall be at the Contractor's expense and without cost to the Railroad. The Railroad or Agency have the right to order the Contractor to temporarily cease operations in the event of an emergency or if, in the opinion of the Railroad MTM Representative, the Contractor's operations may inhibit the Railroads operations. In the event such an order is given, the Contractor shall immediately notify the Agency of the order.

1.09 INSURANCE

The Contractor shall not begin work within the Railroad's right-of-way until the Railroad has been furnished the insurance policies, binders, certificates and endorsements required by the Contractor's Right-of-Entry Agreement, and the Railroad Project Representative has advised the Agency that such insurance is in accordance with such Agreement. The required insurance shall be kept in full force and effect during the performance of work and thereafter until the Contractor removes all tools, equipment, and material from Railroad property and cleans the premises in a manner reasonably satisfactory to the Railroad.

1.10 RAILROAD SAFETY ORIENTATION

All personnel employed by the Agency, Contractor and all subcontractors must complete the Railroad's course "Property Access Training" and be registered prior to working on Railroad property. This training is available at <https://www.up.com/communities/rail-safety/erailsafe/up-pat>. This training is required to be completed annually. The preceding training does not apply for longitudinal fiber optic installations.

1.11 COOPERATION

The Railroad shall cooperate with the Contractor in the scheduling of Project work with the understanding that Railroad's train operations at the job site shall have priority over the Contractor's activities.

1.12 CONSTRUCTION CLEARANCES

The Contractor shall abide by the twenty-one ft six inches (21.6) foot temporary vertical construction clearance defined in section 4.4.1.1 and fifteen (15) foot temporary horizontal construction clearance defined in section 4.4.1.2 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects. It shall be the Contractor's responsibility to obtain such guidelines from the Agency or Railroad.

Reduced temporary construction clearances, which are less than construction clearances defined above, will require special review and approval by the Railroad.

Any proposed variance on the specified minimum clearances due to the Contractor's operations shall be submitted to the Railroad Project Representative through the Agency at least thirty (30) days in advance of the work. No work shall be undertaken until the variance is approved in writing by the Railroad Project Representative.

1.13 SUBMITTALS

- A. Construction submittals and Requests for Information (RFI) shall be submitted per Section 3 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. The minimum review times, as indicated in tables 3-1 and 3-2 of Section 3.10 of the BNSF and UPRR Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. Guidelines for Railroad Grade Separation Projects, should be anticipated for review of all submittals. The details of the construction affecting the Railroad tracks and property, not already included in the contract plans, shall be submitted by the Agency to the Railroad Project Representative for the Railroad's review and written approval before such construction is undertaken. The Railroad shall not be liable to Agency, Contractor, and or any other person or entity if the Railroad's review exceeds a four-week review time.
- C. As Built Submittals shall be submitted per Section 3 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.

1.14 MAINTENANCE OF PROPER DRAINAGE AND DAMAGE TO RAILROAD FACILITIES

Public Highway Overpass 03/01/2013
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- A. The Contractor, at its expense, shall be required to maintain all ditches and drainage structures free of silt or other obstructions which may result from the Contractor's operations and to repair and restore any Railroad property, tracks and facilities of Railroad and/or its tenants.
- B. The Contractor must submit a proposed method of erosion control and have the method reviewed and approved by the Railroad prior to beginning any grading on the project site. Erosion control methods must comply with all applicable local, state and federal regulations.

**1.15 SITE INSPECTIONS BY RAILROAD PROJECT REPRESENTATIVE,
RAILROAD MTM REPRESENTATIVE OR RAILROAD'S CONTRACTOR**

- A. In addition to the office reviews of construction submittals, site observations will be performed by the Railroad Project Representative, Railroad MTM Representative or Railroad's Contractor at significant points during construction per Section 4.11 of BNSF and UPRR Guidelines for Railroad Grade Separation Projects.
- B. Site inspections are not limited to the milestone events listed in the guidelines. Site visits to check the progress of work may be performed at any time throughout the construction process as deemed necessary by the Railroad.
- C. A detailed construction schedule, including the proposed temporary horizontal and vertical clearances and construction sequence for all work to be performed, shall be provided by the Contractor to the Agency for submittal to the Railroad's Project Representative for review and approval prior to commencement of work. This schedule shall also include the anticipated dates on which the above listed events will occur. This schedule shall be updated for all critical listed events as necessary but at least monthly so that site visits may be scheduled.

1.16 RAILROAD REPRESENTATIVES

- A. Railroad representatives, conductors, flag persons or watch persons will be provided by the Railroad at the expense of the Agency or Contractor (as stated elsewhere in these bid documents) to protect Railroad facilities, property and movements of its trains and engines. In general, the Railroad will furnish such personnel or other protective services as follows:
 - 1. When any part of any equipment or object, such as erection or construction activities, is standing or being operated within 25 feet, measured horizontally from centerline, of any track on which trains may operate.
 - 2. For any excavation below the elevation of track subgrade when, in the opinion of the Railroad MTM Representative, the track or other Railroad facilities may be subject to settlement or movement.
 - 3. During any clearing, grubbing, excavation or grading in proximity to Railroad facilities which, in the opinion of the Railroad MTM Representative, may affect Railroad facilities or inhibit operations.
 - 4. During any Contractor's operations when, in the opinion of the Railroad MTM Representative, the Railroad facilities, including, but not limited to, tracks, buildings, signals, wire lines or pipe lines, may be endangered.

- B. The Contractor shall arrange with the Railroad Local Representative to provide the adequate number of flag persons to accomplish the work.

1.17 WALKWAYS REQUIRED

Parallel to the outer side of each exterior track of multiple operated track and on each side of single operated track, an unobstructed continuous space suitable for trainman's use in walking along trains, extending in width not less than twelve feet (12') perpendicular from centerline of track, shall be maintained. Any temporary impediments to walkways and track drainage encroachments or obstructions allowed during working hours must be covered, guarded and/or protected as soon as practical. Walkways with railings shall be constructed by the Contractor over open excavation areas when in close proximity of track, and railings shall not be closer than 9' perpendicular from the center line of tangent track or 9' – 6" horizontal from curved track.

1.18 COMMUNICATIONS AND SIGNAL LINES

If required, the Railroad, at Agency's expense, will rearrange its communications and signal lines, grade crossing warning devices, train signals, tracks and facilities that are in use and maintained by Railroad forces in connection with its operation. This work by the Railroad will be done by its own forces or by contractors under a continuing contract and may or may not be a part of the work under this contract.

1.19 TRAFFIC CONTROL

The Contractor's operations which control traffic across or around Railroad facilities shall be coordinated with and approved by the Railroad MTM Representative and shall be in compliance with the MUTCD.

1.20 CONSTRUCTION EXCAVATIONS;CALL BEFORE YOU DIG NUMBER

- A. The Contractor shall be required to take special precautions and care in connection with excavating and shoring. Excavations for construction of footings, piers, columns, walls or other facilities that require shoring shall comply with requirements of OSHA, AREMA and Railroad "Guidelines for Temporary Shoring".
- B. In addition to calling the "811" number and/or the local "one call center", the Contractor shall call the Railroad's "Call Before Your Dig" number at least 48 hours prior to commencing work at 1-800-336-9193 during normal business hours (6:30 a.m. to 8:00 p.m. Central Standard Time, Monday through Friday, except holidays - also a 24 hour, 7 day a week number for emergency calls) to determine location of fiber optics. If a telecommunications system is buried anywhere on or near Railroad property, the Contractor will co-ordinate with the Railroad and the Telecommunication Company(ies) to arrange for relocation or other protection of the system prior to beginning any work on or near Railroad property. The determination of whether fiber optics will be affected by the Project shall be made during the initial design phase of the Project.
- C. The Railroad does not allow temporary at grade crossings unless absolutely necessary and there is no alternative route available to contractor to access the project site. Alternative plans should be considered to avoid crossing Railroad tracks at grade.

1.21 RAILROAD FLAGGING

Performance of any work by the Contractor in which person(s) or equipment will be within twenty-five (25) feet of any track, or that any object or equipment extension (such as, but not limited to, a crane boom) will reach within twenty-five (25) feet of any track, require railroad flagging services or other protective measures. The Contractor shall give an advance notice to the Railroad as required in the Contractor's Right of Entry Agreement before commencing any such work, allowing the Railroad to determine the need for flagging or other protective measures which ensure the safety of Railroad's operations, employees and equipment. Contractor shall comply with all other requirements regarding flagging services covered by the Contractor's Right of Entry Agreement. Any costs associated with failure to abide by these requirements will be borne by the Contractor.

The estimated pay rate for each flag person is \$ _____ per day for a(n) _____-hour work day with time and one-half for overtime, Saturdays, Sundays; double time and one-half for holidays. Flagging rates are set by the Railroad and are subject to change due to, but not limited to, travel time, setup plus, per diem and rest time (if work is required at night).

1.22 CLEANING OF RIGHT-OF-WAY

The Contractor shall, upon completion of the work to be performed within the right-of-way and/or properties of the Railroad and adjacent to its tracks, wire lines and other facilities, promptly remove from the Railroad right-of-way all Contractor's tools, implements and other materials whether brought upon the right-of-way by the Contractor or any subcontractors employee or agent of Contractor or of any subcontractor, and leave the right-of-way in a clean and presentable condition to the satisfaction of the Railroad.

1.23 CONTRACTOR'S RESPONSIBILITY OF SUPERVISION

The Contractor, at its expense, shall adequately supervise all work to be performed by the Contractor. Such responsibility shall not be lessened or otherwise affected by Railroad's approval of plans and specifications, or by the presence at the work site of the Railroad Project Representative, Railroad MTM Representative or any other Railroad representative or Railroad contractor providing inspection services, or by the compliance by the Contractor with any requests or recommendations made by such representatives. The Contractor will give due consideration to suggestions and recommendations made by such representatives for the safety and protection of the Railroad's property and operations.

1.24 USE OF EXPLOSIVES AT PROJECT SITE PROHIBITED

The Contractor's use of explosives at the Project site is expressly prohibited unless authorized in advance in writing by the Railroad Project Representative.

Public Highway Overpass 03/01/2013
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EXHIBIT E
TO
PUBLIC HIGHWAY OVERPASS AGREEMENT

Exhibit E will be Current Form of Contractor's Right of Entry Agreement

Contractor's Right of Entry Public Projects
Form Approved 02/09/2022

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of _____ (the "Effective Date"), by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost 151.51 on Railroad's Clinton Subdivision at or near DOT No. 190622Y located at or near Marshalltown, in Marshall County, State of Iowa, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and the _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

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B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

E. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements

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shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____
Project No. 0783613

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad **One Thousand Twenty Five Dollars (\$1,025.00)** as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

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IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

[Company Name of Contractor]

By: _____

Name: _____

Title: _____

Phone: _____

E-Mail: _____

Contractor's Right of Entry Public Projects
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EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and

two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's Safety Standards

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are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8.

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CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:
- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
 - Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the

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policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. Umbrella or Excess insurance.** If Contractor utilizes umbrella or excess policies, these policies must “follow form” and afford no less coverage than the primary policy.
- F. Pollution Liability insurance.** Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G.** All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as “Additional Insured” using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H.** Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I.** Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where permitted by law. This waiver must be stated on the certificate of insurance.
- J.** Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.
- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state

Contractor's Right of Entry Public Projects
Form Approved 02/09/2022

where the Work is being performed.

- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage

Contractor's Right of Entry Public
Projects Form Approved 02/09/2022

CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED; PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM; TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance

carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

D. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____

Folder No. _____

ARTICLE 8 - PRECONSTRUCTION MEETING.

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE.

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE.

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

(Name of Contractor)

By: _____

Name: _____

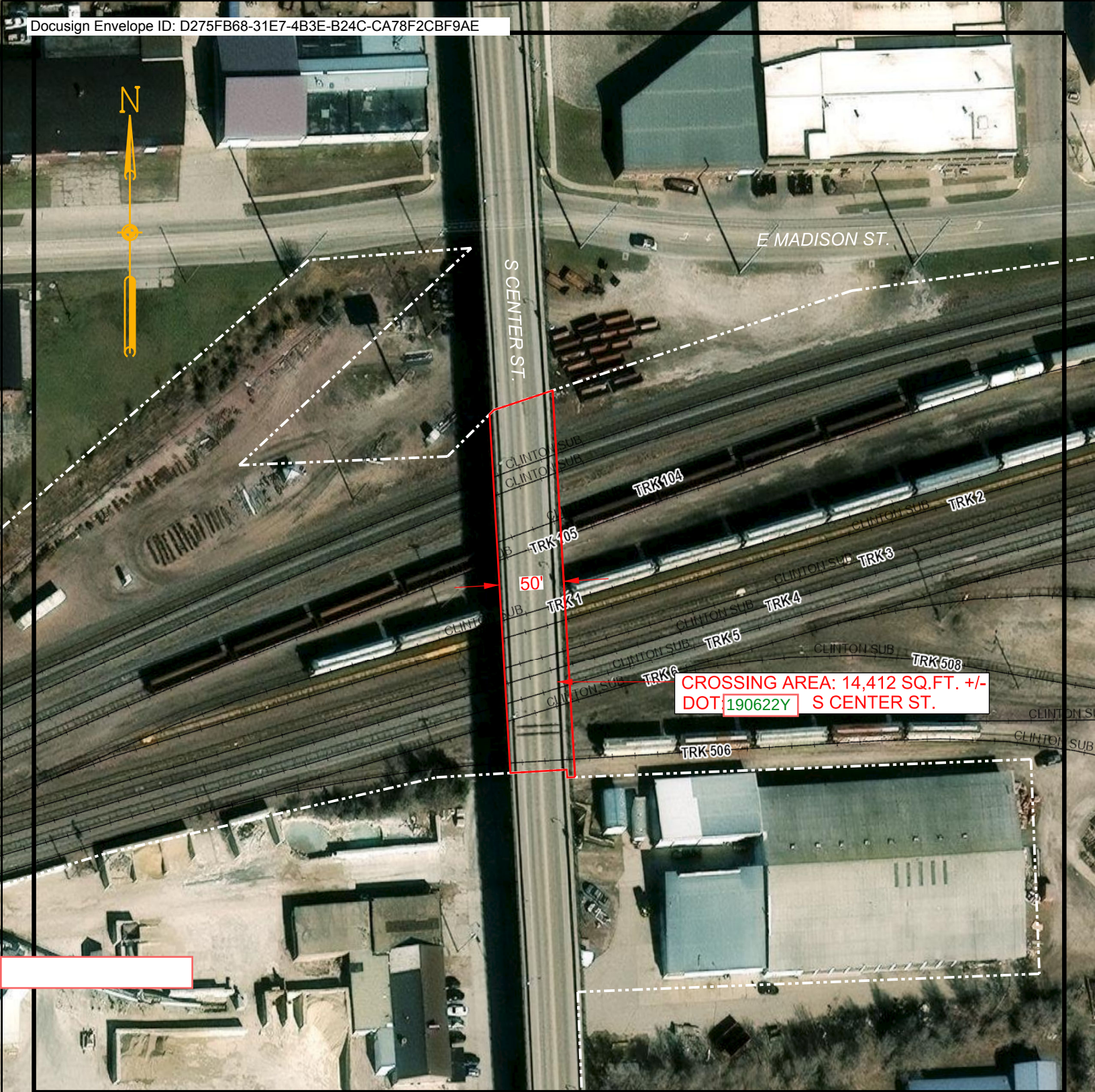
Title: _____

Phone: _____

E-Mail: _____

EXHIBIT A
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Exhibit A will be a print showing the general location of the work site.



CROSSING AREA: 14,412 SQ.FT. +/-
DOT 190622Y S CENTER ST.

LEGEND:

- CROSSING AREA 
- UPRRCO. R/W OUTLINED 

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A"

UNION PACIFIC RAILROAD COMPANY
MARSHALLTOWN, MARSHALL COUNTY, IA
M.P. 151.51 - CLINTON SUB.

MSL/IA/V103B/5X
SCALE: 1" = 100'

OFFICE OF REAL ESTATE
OMAHA, NEBRASKA DATE: 9-3-2025
DSK FILE: 0783613

CADD FILENAME	0783613
SCAN FILENAME	AERIAL PRINT

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY

WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. Commercial General Liability insurance.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. Business Automobile Coverage insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. Workers' Compensation and Employers' Liability insurance.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. Railroad Protective Liability insurance.** Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where permitted by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

- K.** All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.
- L.** The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.



**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Carol Webb, City Administrator
Meeting Date: October 27, 2025
Re: Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with TIG Distributing, Inc., Including Annual Appropriation Tax Increment Payments

Strategic Plan Objective:

Expand and improve development in the community.

Recommended:

Set the public hearing on the development agreement with TIG Distributing, Inc for November 10th.

Budget Impact:

\$1,650,000 in tax increment financing, plus admin fees not to exceed \$15,000.

Description/Background:

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

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

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

The public hearing on the development agreement will be scheduled for November 10th at 5:30 pm.

Attachments:

1. 2025-10-27_2025-219_Set Date Dev Agmt AA (Marshalltown #63 2025)-v2
2. 2025-10-27_2025-219_Development Agreement (TIG Distributing) (Marshalltown #63 2025)-v1

October 21, 2025

VIA EMAIL

Carol Webb
City Administrator/City Hall
Marshalltown, IA

Re: TIG Distributing, Inc. Development Agreement
File No. 422742-63

Dear Carol:

Attached please find proceedings to enable the City Council to act on October 27, 2025 to set November 10, 2025 as the date for a public hearing on the proposed Development Agreement with TIG Distributing, Inc., including the proposal for tax increment payments.

The notice of public hearing on the Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. **The last date on which the notice can effectively be published is November 6, 2025.** Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice and email a copy of the published notice to wingfield.nathaniel@dorsey.com.

We will prepare and forward to you in time for the November 10, 2025 meeting the necessary proceedings to approve the Agreement. We would appreciate receiving one fully executed copy of these proceedings as soon as they are available. Please contact John Danos or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Alicia Hunter

SET DATE FOR HEARING ON
DEVELOPMENT AGREEMENT AND
TAX INCREMENT PAYMENTS

(TIG DISTRIBUTING, INC.)

422742-63

Marshalltown, Iowa

October 27, 2025

A meeting of the City Council of the City of Marshalltown, Iowa, was held at 5:30 p.m., on October 27, 2025, at the City Council Chambers, 10 West State Street, Marshalltown, Iowa, pursuant to the rules of the Council. The Mayor presided and the roll was called, showing members present and absent as follows:

Present: _____

Absent: _____.

Council Member _____ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member _____; and after due consideration thereof by the Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

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

RESOLUTION NO. 2025-219

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with TIG Distributing, Inc., Including Annual Appropriation Tax Increment Payments

WHEREAS, the City of Marshalltown, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 2 (the “Urban Renewal Area”); and

WHEREAS, this City Council has adopted certain ordinances providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa, which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal of and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, the City proposes to enter into an agreement (the “Development Agreement”) with TIG Distributing, Inc. (the “Company”) in connection with the expansion by the Company of its manufacturing facilities in the Urban Renewal Area; and

WHEREAS, under the Development Agreement the City would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments (the “Payments”) in an amount not to exceed \$1,650,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. This Council shall meet on November 10, 2025, at 5:30 p.m., at the City Council Chamber, 10 West State Street, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the Payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT
WITH TIG DISTRIBUTING, INC. AND AUTHORIZATION OF ANNUAL
APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Marshalltown, Iowa, will meet at the City Council Chambers, 10 West State Street, on November 10, 2025, at 5:30 p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and TIG Distributing, Inc. (the “Company”) in connection with the expansion by the Company of its manufacturing facilities in the Marshalltown Urban Renewal Area No. 2, which Agreement provides for certain financial incentives in the form of annual appropriation incremental property tax payments in an amount not to exceed \$1,650,000 under the authority of Section 403.9(1) of the Code of Iowa.

The commitment of the City to make annual appropriation incremental property tax payments to the Company under the Development Agreement will not be a general obligation of the City, but such payments will be payable solely and only from incremental property tax revenues generated within the Marshalltown Urban Renewal Area. Payments under the Development Agreement will be subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the City Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Marshalltown, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Alicia Hunter
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Passed and approved October 27, 2025.

Mayor

Attest:

City Clerk

• • • •

On motion and vote the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SS:

I, the undersigned, City Clerk of the City of Marshalltown, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this ____ day of _____, 2025.

City Clerk

(Attach here the publisher's original affidavit with clipping of the notice as published.)

(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)

DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Marshalltown, Iowa (the “City”) and TIG Distributing, Inc. (the “Company”) as of the ____ day of _____, 2025 (the “Commencement Date”).

WHEREAS, the City has established the Marshalltown Urban Renewal Area No. 2 (the “Urban Renewal Area”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property, which is situated in the City, lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has proposed to undertake the expansion of its manufacturing facilities (collectively, the “Project”) on the Property; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company to pay the costs of constructing and maintaining the Project; and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

A. Company’s Covenants

1. Project Construction; Project Maintenance.

Project

The Company agrees to construct the Project on the Property. Furthermore, the Company reasonably expects to invest approximately \$15,000,000 into capital improvements for the Project, including construction work, equipment, furnishings and other capital improvements. The Company has submitted a detailed site plan (the “Site Plan”) for the development of the Project to the City. The Site Plan is attached hereto as Exhibit B. The Company agrees to construct the Project substantially in accordance with the Site Plan and to substantially complete such construction by no later than December 31, 2026 (the “Project Completion Date”). Further, the Company agrees to construct the Project in compliance with local zoning, land use, building and safety codes and regulations.

Business Operations Requirement

The Company agrees to maintain ownership of the Project and to ensure that the completed Project is used in its business operations throughout the Term (as hereinafter defined) of this Agreement (the “Business Operations Requirement”).

Maintenance of Property

Further, throughout the Term (as hereinafter defined) of this Agreement, the Company agrees to maintain, preserve, and keep the Property, including but not limited to the Project, useful and in good repair and working order, ordinary wear and tear excepted, and from time to time will make all necessary repairs, replacements, renewals, and additions. The Company agrees to maintain compliance with local zoning, land use, building and safety codes and regulations throughout the Term of this Agreement.

2. Minimum Assessment Agreement. The Company shall enter into an assessment agreement (the “Assessment Agreement”), pursuant to Section 403.6 of the Code of Iowa fixing the minimum assessed valuation of the Property, in contemplation of the value to be added by the Project, at not less than Nine Million Five Hundred Fifty-Seven Thousand Dollars (\$9,557,000) (the “Minimum Assessed Valuation”) as of January 1, 2027 (the “First Valuation Date”). It is intended by the Company that the Minimum Assessed Valuation shall be established on the Marshall County property tax rolls as of the First Valuation Date regardless of the then-current degree of completion or incompleteness of the Project. The Assessment Agreement shall be in substantially the form attached hereto as Exhibit C and shall remain in effect throughout the Term of this Agreement.

3. Property Taxes. The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term and to submit a receipt or cancelled check in evidence of each such payment.

4. Property Tax Payment Certification. For purposes of this Agreement, “Annual Percentage” shall mean the annual percentage in effect from time to time as set forth in the following table:

Payment Year	Annual Percentage
First through Sixth Payment Years	90%
Seventh through Tenth Payment Years	80%

The Company agrees to certify to the City by no later than October 15 of each year during the Term, commencing in 2027, an amount (the “Company’s Estimate”) equal to the Annual Percentage of the estimated Incremental Property Tax Revenues (as hereinafter defined) anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. In submitting each such Company’s Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit D. The City reserves the right

to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted.

For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Marshall County, above and beyond the Base Valuation (as hereinafter defined); and (4) deducting any property tax credits which shall be available with respect to taxable incremental valuation of the Property.

The "Base Valuation" of the Property for purposes of calculating Incremental Property Tax Revenues under this Agreement and Section 403.19 of the Code of Iowa shall be \$_____.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.4.

5. Employment Requirements. The Company agrees to meet the following employment requirements (the "Employment Requirements") during the Term of this Agreement.

(a) Establishment of Full-Time Equivalent Employment Positions. As of the Commencement Date of this Agreement, the Company acknowledges that it has a work force including at least _____ () Full-Time Equivalent Employment Positions (as hereinafter defined) in connection with its business operations on the Property. The Company agrees to establish not fewer than fifty (50) new Full-Time Equivalent Employment Positions in connection with its business operations on the Property by no later than January 15, 2028.

Full-Time Equivalent Employment Position means an employee who will work six (6) hours per day for a five-day, thirty-hour workweek for fifty-two weeks per year, including paid holidays, vacations and other paid leave.

(b) Maintenance of Employment Positions. From January 15, 2028, and continuing throughout the remainder of the Term of this Agreement, the Company agrees to employ a Monthly Average (as hereinafter defined) of at least _____ () Full-Time Equivalent Employment Positions in connection with its business operations on the Property.

"Monthly Average" means the average number of Full-Time Equivalent Employment Positions employed by the Company as of October 1 of each year and as of the first day of each of the preceding eleven (11) months as shown in the Company's Annual Certification required by Section A.10 of this Agreement.

(c) Failure to Comply with Employment Requirements. To the extent that an Annual Certification filed by the Company as required by Section A.6 of this Agreement in any year

reflects that the Company did not meet the Employment Requirements for the applicable period covered by such Annual Certification, the Company acknowledges that the Payment as provided for under Section B.1 of this Agreement coming due in the following fiscal year shall be reduced by a percentage equal to the percentage (rounded to the nearest amount) by which the Company failed to comply with the Employment Requirements. For example, if an Annual Certification filed by the Company reflects that the Company maintained a Monthly Average of ____ (____) Full-Time Equivalent Employment Positions (____%) of the Employment Requirements) for the applicable period covered by such Annual Certification, then the amount of the Payment coming due in the following fiscal year would be reduced by ____%.

However, to the extent that an Annual Certification filed by the Company in any year reflects that the Monthly Average of Full-Time Equivalent Employment Positions being maintained by the Company in connection with its business operations on the Property for the applicable period fell below ____ (____) Full-Time Equivalent Employment Positions, the Company acknowledges that it shall have no right to receive the Payment coming due in the following fiscal year.

Notwithstanding anything in this Agreement to the contrary, the reduction in the amount of a Payment, as contemplated in this Section A.5, is the sole remedy available to the City for the Company's failure to comply with the Employment Requirements for the relevant certification period, and such failure shall not otherwise be considered an Event of Default hereunder.

6. Annual Certification. To assist the City in monitoring the performance of the Company under this Agreement, a duly authorized officer of the Company shall annually certify to the City to the best of the Company's knowledge (a) that the Company owns the Property and all taxes owed on the Property have been timely paid; (b) that the Company is not in material violation of this Agreement; (c) that the Company is in compliance with the Business Operations Requirement; and (d) that the Company is in compliance with the Employment Requirements.. The Company's annual certification (the "Annual Certification") pursuant to this provision shall be in substantially the form set forth on Exhibit E attached hereto and shall be due each year on October 15th beginning in 2027 and continuing through the Term of this Agreement.

The Company shall provide supporting information for its Annual Certification upon request of the City.

7. Default Provisions.

a. **Events of Default.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- i. Failure by the Company to substantially complete construction of the Project pursuant to the terms and conditions of this Agreement.
- ii. Failure by the Company to comply with the Business Operations Requirement.
- iii. Failure by the Company to enter into the Assessment Agreement.

- iv. Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- v. Failure by the Company to comply with the Employment Requirements.
- vi. Failure by the Company to comply with Sections A.4 and A.6 of this Agreement.
- vii. Failure by the Company to observe or perform any other material covenant on its part, to be observed or performed hereunder.

b. **Notice and Remedies.** Whenever any Event of Default, or other event with a specified remedy herein, including but not limited to the City withholding, reducing or delaying Payments to the Company as a remedy, described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have sixty (60) days after receipt of such notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible, provided, however, that for an alleged default or breach under Section A.3 of this Agreement, the Company shall have one-hundred eighty (180) days to cure the default or demonstrate to the City that it is using commercially reasonable best efforts to do so. If the Company fails to cure the default or provide assurances, the City shall then have the right to:

- i. Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- ii. Withhold the Payments provided for under Section B.1 below.
- iii. Terminate this Agreement.

8. Legal Fees. The Company hereby acknowledges that the City will cover the initial payment of legal fees and administrative costs (the “Actual Admin Costs”) incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the necessary amendment to the Urban Renewal Plan for the Urban Renewal Area. Furthermore, the Company agrees that the City shall withhold an amount (the “Admin Withholding Amount”) equal to the lesser of (1) \$15,000 or (2) the Actual Admin Costs from the Incremental Property Tax Revenues before making any Payments to the Company, as provided for under Section B.1 below, in order to recover some or all of the Actual Admin Costs.

B. City’s Obligations

1. Payments. In recognition of the Company’s obligations set out above, the City agrees to make twenty (20) semiannual economic development tax increment payments (the “Payments” and each, individually a “Payment”) to the Company during the Term pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$1,650,000 (the “Maximum Payment Total”), and all Payments

under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City but shall be made solely and only from the Annual Percentage of Incremental Property Tax Revenues received by the City from the Marshall County Treasurer attributable to the taxable valuation of the Property.

This Agreement assumes the taxable valuation resulting from the Project will go on the property tax rolls as of January 1, 2027. Accordingly, Payments will be made on December 1 and June 1 of each fiscal year, beginning December 1, 2028, and continuing through and including June 1, 2038, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

2. Annual Appropriation. The Payments shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term, as hereinafter defined, of this Agreement, commencing in calendar year 2027, the City Council of the City shall consider the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payments, to seek damages relative thereto, or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payments shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.4 above, provided however that no Payment shall be made after June 1, 2038.

3. Payment Amounts. The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2028 and on June 1, 2029, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2027). Furthermore, the amount of each such Payment shall not exceed the Annual Percentage of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Marshall County Treasurer attributable to the taxable incremental valuation of the Property in the six (6) months immediately preceding such Payment Date.

4. Certification of Payment Obligation. In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Marshall County Auditor an amount equal to the most recently obligated Appropriated Amount.

C. Administrative Provisions

1. Amendment and Assignment. Neither party may cause this Agreement to be amended, assigned, assumed, sold or otherwise transferred without the prior written consent of the other party. However, the City hereby gives its permission that the Company's rights to receive the Payments hereunder may be assigned by the Company to a private lender or financial institution, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

2. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

3. Term. The term (the "Term") of this Agreement shall commence on the Commencement Date and end on June 1, 2038, or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

4. Choice of Law. This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF MARSHALLTOWN, IOWA

By: _____
Mayor Joel Greer

Attest:

Alicia Hunter, City Clerk

TIG DISTRIBUTING, INC.

By: _____
[Name, Title]

DRAFT

EXHIBIT A
DESCRIPTION OF THE PROPERTY

Certain real property situated in the City of Marshalltown, Marshall County, State of Iowa bearing Marshall County Property Tax Parcel Identification Numbers 8418-36-477-001 and 8418-36-477-0005.

DRAFT

EXHIBIT B
SITE PLAN

DRAFT

EXHIBIT C
FORM OF ASSESSMENT AGREEMENT

DRAFT

MINIMUM ASSESSMENT AGREEMENT

Recorder's Cover Sheet

Preparer Information: (name, address and phone number)

Amy M. Bjork, Esq., Dorsey & Whitney LLP, 801 Grand Avenue, Suite 4100, Des Moines, IA 50309; Phone: 515-699-3285

Return Document To:

City Administrator, City of Marshalltown, Iowa, 24 North Center Street, Marshalltown, IA 50158; Phone: 641-754-5701

City:

City of Marshalltown, Iowa

Property Owner:

TIG Distributing, Inc.

Legal Description:

See Exhibit A

Book & Page Reference if applicable:

MINIMUM ASSESSMENT AGREEMENT

THIS MINIMUM ASSESSMENT AGREEMENT, dated as of the ____ day of _____, 2025, by and among the City of Marshalltown, Iowa (the “City”), TIG Distributing, Inc. (the “Property Owner”), and the County Assessor of Marshall County (the “Assessor”).

WITNESSETH

WHEREAS, the Property Owner owns the real property, the legal description of which is contained in Exhibit A attached hereto (the “Property”), which is located in the Marshalltown Urban Renewal Area No. 2 in the City; and

WHEREAS, the Property Owner has undertaken the expansion of its manufacturing facilities on the Property; and

WHEREAS, a development agreement (the “Development Agreement”), dated _____, 2025, has been executed between the City and the Property Owner in connection with the Property Owner’s investment in and business operations on the Property; and

WHEREAS, pursuant to Section 403.6(19) of the Code of Iowa, the City and the Property Owner desire to establish a minimum taxable value for the Property and the improvements to be constructed thereon, which shall be effective as of January 1, 2027, and from then until this Agreement is terminated pursuant to the terms herein and which is intended to reflect the minimum market value of the land and improvements;

NOW, THEREFORE, the parties to this Agreement, in consideration of the promises, covenants and agreements made by each other, do hereby agree as follows:

1. Effective January 1, 2027, the minimum actual value which shall be assessed for the Property upon completion of the improvements to be constructed thereon, shall not be less than Nine Million Five Hundred Fifty-Seven Thousand Dollars (\$9,557,000) until termination of this Agreement.

2. The Property Owner hereby agrees that the assessed valuation (hereinafter referred to as the “Minimum Actual Value”) set forth in Section 1 above shall become and remain effective as of January 1, 2027, and throughout the term of this Agreement, regardless of the actual degree of completion or incompleteness of the Project, even if construction of the Project is not commenced by such date. Furthermore, the Property Owner acknowledges that the City has changed its position in reliance on the timeliness of such increase in valuation as set forth in the Development Agreement.

3. The Property Owner agrees to pay when due, all taxes and assessments, general or special, and all other charges whatsoever levied upon or assessed or placed against the Property, subject to any limitations set forth in the Development Agreement. The Property Owner further agrees that until this Agreement is terminated, they will not seek administrative or judicial review of the applicability, enforceability, or constitutionality of this Agreement or the obligation to be taxed based upon the Minimum Actual Value or to raise any such argument by way of defense in any proceedings, including delinquent tax proceedings.

4. The Property Owner further agrees that until this Agreement is terminated it will not seek any tax exemption or abatement either presently or prospectively authorized under any State, federal or local law with respect to taxation of the Property including causing or allowing the property to be leased, sold, transferred to or otherwise used by an entity that is exempt from property taxes under the laws of the State of Iowa.

5. This Agreement, and the Minimum Actual Value established herein, shall be effective until such time as the City's obligations to make Payments (as defined in the Development Agreement) have been satisfied in-full.

6. Nothing herein shall be deemed to waive the Property Owner's rights under Section 403.6(19) Code of Iowa (2025), or otherwise, to contest that portion of any actual value assignment made by the Assessor in excess of the Minimum Actual Value.

7. This Agreement shall be promptly recorded with the Marshall County Recorder, along with a copy of Iowa Code Section 403.6.

8. Neither the preamble nor provisions of this Agreement are intended to, nor shall they be construed as, modifying the terms of any other contract between the City and the Property Owner, including the Development Agreement.

[Remainder of page intentionally left blank.]

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

CITY OF MARSHALLTOWN, IOWA

By _____
Chairperson

Attest:

City Clerk

TIG DISTRIBUTING, INC.

By: _____
[Name]

Its: _____
[Title]

DRAFT

[Signature Page]

STATE OF IOWA)
)
MARSHALL COUNTY) SS:

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by Joel T.S. Greer and Alicia Hunter, the Mayor and City Clerk, respectively, of Marshalltown, Iowa, a municipal corporation of the State of Iowa, on behalf of the City.

Notary Public

DRAFT

STATE OF IOWA)
)
MARSHALL COUNTY) SS:

The foregoing instrument was acknowledged before me this ____ day of _____,
2025 by _____ the _____ of TIG Distributing,
Inc., an Iowa corporation.

Notary Public

DRAFT

EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT

Certain real property situated in the City of Marshalltown, Marshall County, State of Iowa bearing Marshall County Property Tax Parcel Identification Numbers 8418-36-477-001 and 8418-36-477-0005.

DRAFT

[EXHIBIT A TO MINIMUM ASSESSMENT AGREEMENT]

CERTIFICATION BY ASSESSOR

The undersigned Assessor, being legally responsible for the assessment of the above-described property upon completion of improvements to be made on it, hereby certifies that the actual value assigned to such land and improvements upon completion, shall be not less than Nine Million Five Hundred Fifty-Seven Thousand Dollars (\$9,557,000) until termination of the Agreement.

County Assessor for Marshall County,
State of Iowa

Subscribed and sworn to before me this _____ day of _____, 2025.

Notary Public

DRAFT

[Assessor's Certification]

LIENHOLDER'S CONSENT, IF ANY

In consideration of one dollar and other valuable consideration, the receipt of which is hereby acknowledged, and notwithstanding anything in any loan or security agreement to the contrary, the undersigned ratifies, approves, consents to and confirms the Assessment Agreement entered into between the parties, and agrees to be bound by its terms. This provision shall be binding on the parties and their respective successors and assigns.

[NAME OF LIENHOLDER]

By: _____
Signature

Date: _____

STATE OF IOWA)
)
MARSHALL COUNTY) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 2025 by _____ the _____ of _____.

Notary Public

[Add additional pages for each Lienholder]

[If no Lienholders exist, this consent will not be completed]

[Lienholder's Consent]

To be filed with Assessment Agreement

Consistent with Iowa Code §403.6(19)(b), filed with this assessor certification is a copy of subsection 19 as follows:

19. a. A municipality, upon entering into a development or redevelopment agreement pursuant to section 403.8, subsection 1, or as otherwise permitted in this chapter, may enter into a written assessment agreement with the Company of taxable property in the urban renewal area which establishes a minimum actual value of the land and completed improvements to be made on the land until a specified termination date which shall not be later than the date after which the tax increment will no longer be remitted to the municipality pursuant to section 403.19, subsection, subsection 2. The assessment agreement shall be presented to the appropriate assessor. The assessor shall review the plans and specifications for the improvements to be made and if the minimum actual value contained in the assessment agreement appears to be reasonable, the assessor shall execute the following certification upon the agreement:

The undersigned assessor, being legally responsible for the assessment of the above-described property upon completion of the improvements to be made on it, certifies that the actual value assigned to that land and improvements upon completion shall not be less than \$_____.

b. This assessment agreement with the certification of the assessor and a copy of this subsection shall be filed in the office of the county recorder of the county where the property is located. Upon completion of the improvements, the assessor shall value the property as required by law, except that the actual value shall not be less than the minimum actual value contained in the assessment agreement. This subsection does not prohibit the assessor from assigning a higher actual value to the property or prohibit the owner from seeking administrative or legal remedies to reduce the actual value assigned except that the actual value shall not be reduced below the minimum actual value contained in the assessment agreement. An assessor, county auditor, board of review, director of revenue, or court of this state shall not reduce or order the reduction of the actual value below the minimum actual value in the agreement during the term of the agreement regardless of the actual value which may result from the incomplete construction of improvements, destruction or diminution by any cause, insured or uninsured, except in the case of acquisition or reacquisition of the property by a public entity. Recording of an assessment agreement complying with this subsection constitutes notice of the assessment agreement to a subsequent purchaser or encumbrancer of the land or any part of it, whether voluntary or involuntary, and is binding upon a subsequent purchaser or encumbrancer.

EXHIBIT D
COMPANY'S ESTIMATE WORKSHEET

- (1) Date of Preparation: October ____, 20__.
- (2) Assessed Taxable Valuation of Property as of January 1, 20__:
\$_____.
- (3) Base Taxable Valuation of Property:
\$_____.
- (4) Incremental Taxable Valuation of Property (2 minus 3):
\$_____ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):
\$_____ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).
\$_____ x \$_____/1000 = \$_____ (the "TIF Estimate")
- (7) Subtract anticipated property tax credits from the TIF Estimate (6 minus 7) =
\$_____ (the "Available TIF Estimate")
- (8) Available TIF Estimate (\$_____ x Annual Percentage = Company's Estimate (\$_____).

Payment Year	Annual Percentage
First through Sixth Payment Years	90%
Seventh through Tenth Payment Years	80%

EXHIBIT E
ANNUAL CERTIFICATION

(due by October 15th as required under terms of Development Agreement)

WHEREAS, the City of Marshalltown, Iowa (the "City") authorized the payment of certain economic development tax increment payments (the "Payments") to TIG Distributing, Inc. (the "Company") pursuant to a Development Agreement (the "Agreement") entered into between the City and the Company; and

WHEREAS, the Agreement contains certain conditions required to be completed by the Company in order for the Company to be eligible to receive such Payments and as such the Company hereby certifies the following as satisfaction of such conditions:

- (i) The Company owns the Property.
- (ii) The Company is not in material violation of the Agreement or any local, state or federal law or regulation and is not aware of any pending or threatened claim against the Company with respect to such laws.
- (iii) All property taxes on the Property in the Urban Renewal Area have been paid for the prior fiscal year (and for the current year, if due) and attached to this Annual Certification are proof of payment of said taxes;
- (iv) The Company is in compliance with the Business Operations Requirement (as defined in the Agreement).
- (v) The number of Full-Time Equivalent Employment Positions being maintained by the Company in connection with its business operations on the Property as of October 1, 20__ and as of the first day of each preceding eleven (11) months were as follows:

October 1, 20__ :	April 1, 20__ :
September 1, 20__ :	March 1, 20__ :
August 1, 20__ :	February 1, 20__ :
July 1, 20__ :	January 1, 20__ :
June 1, 20__ :	December 1, 20__ :
May 1, 20__ :	November 1, 20__ :

I certify under penalty of perjury and pursuant to the laws of the State of Iowa that the preceding is true and correct to the best of my knowledge and belief.

Signed this _____ day of _____, 20__.

TIG DISTRIBUTING, INC.

By: _____
Its: _____



MARSHALLTOWN
MORE THAN EVER

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

To: Mayor and City Council
From: Deb Millizer, Housing & Community Development Director
Meeting Date: October 27, 2025
Re: Resolution Approving the Purchase of 208 Leo Street from Agrigenetics, Inc.
D/B/A Mycogen Seeds for \$25,000

Strategic Plan Objective:

Enhance public infrastructure and community resiliency by improving access to critical stormwater and levee systems for maintenance and flood response.

Recommended:

Staff recommends approval of the resolution authorizing the purchase of 208 Leo Street from Agrigenetics, Inc. d/b/a Mycogen Seeds for \$25,000, and to cover all closing costs associated with the purchase, with funding to be provided from the Storm Water Enterprise Fund. This acquisition will provide permanent and reliable access to the City's levee and storm-water pump station for maintenance and emergency operations.

Budget Impact:

Funding for this purchase will come from the Storm Water Enterprise Fund, as the property acquisition provides necessary access to the levee and stormwater infrastructure. A budget amendment will be required to transfer cash from the enterprise fund once total project and closing costs are finalized.

Description/Background:

This item was originally presented by Public Works Director Heather Thomas in the fall of 2024 during a closed session with the City Council. Council authorized staff to negotiate a purchase price of up to \$25,000 per acre, or approximately \$36,500 for the 1.46-acre site. The seller initially offered to sell the property for \$50,000. Following negotiations, the City secured an agreement to purchase the property for \$25,000 total—roughly \$17,000 below Council's authorized maximum.

The property at 208 Leo Street is located adjacent to the City's levee system and emergency storm-water pump station. The City has historically relied on this parcel for levee access and stormwater operations, but no formal easement exists. The existing Leo Street right-of-way has

a significant grade drop, making it unsuitable for access during wet conditions.

Acquiring this property will provide the City with permanent and reliable access to the levee and pump station, ensuring safe and efficient maintenance and emergency response during flood events. The City will also be responsible for all closing costs associated with the transaction.

Attachments:

1. 2025-10-27_2025-220_Resolution Purchase of 208 Leo Street from Agrigenetics Inc
2. 208 LEO STREET_Info 2
3. PSA - 208 LEO STREET - CLEAN - 8.28.2025 (SCL 9.4.25) Final

**RESOLUTION APPROVING THE PURCHASE OF 208 LEO STREET FROM
AGRIGENETICS, INC. D/B/A MYCOGEN SEEDS FOR \$25,000**

WHEREAS, the City of Marshalltown has identified the property located at 208 Leo Street, Marshalltown, Iowa, consisting of approximately 1.46 acres, as a strategic acquisition to support future community development and reuse; and

WHEREAS, the property is owned by Agrigenetics, Inc. d/b/a Mycogen Seeds, a Delaware corporation; and

WHEREAS, the City and Agrigenetics have negotiated a Purchase and Sale Agreement for the City to purchase the property for Twenty-Five Thousand Dollars (\$25,000.00); and

WHEREAS, the City has agreed to pay all closing costs associated with the transaction, including the abstract update and title fees, ensuring the Seller receives the full purchase price at closing; and

WHEREAS, the acquisition of 208 Leo Street supports community revitalization, redevelopment, and public improvement initiatives within the City of Marshalltown.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the Mayor, City Clerk and City Administrator are authorized to execute the documents necessary to complete the purchase of 208 Leo Street in the amount of \$25,000.00 is hereby approved.

BE IT FURTHER RESOLVED, the property purchase will be funded from the Storm Water Enterprise Fund.

Passed this 27th day of October 2025, and signed this ____ day of October 2025.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

208 LEO STREET

560.17

142.11

97.72

143.1

385.86

73.37

280.68

MARSHALLTOWN

201.35

150

116.3

115

116.3

86.2

300.73

187.15

110.34

307.3

383.74

30

LEO ST

3RD AVE

14

14

13

Page 1





culvert

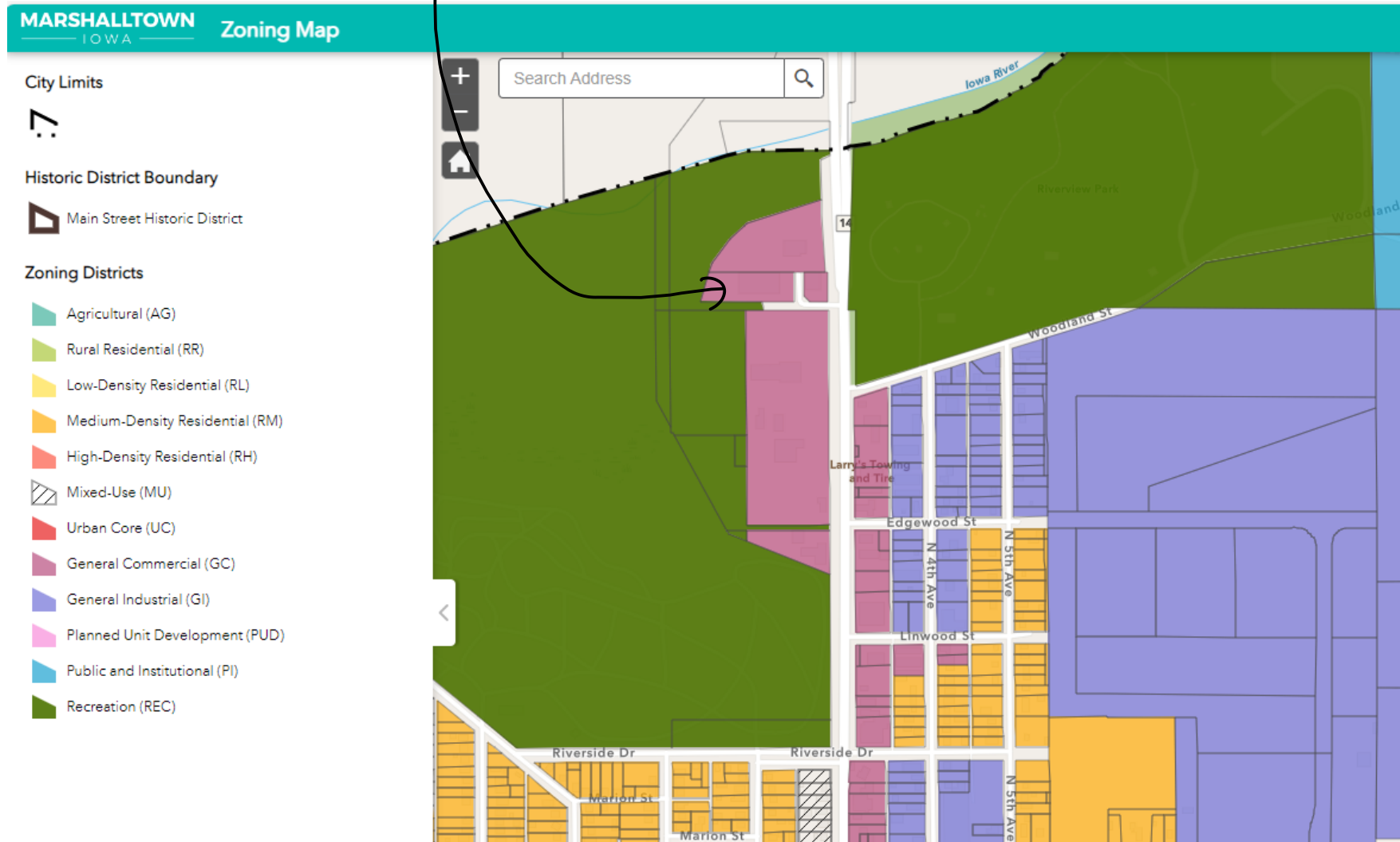
Grade drop across Leo St ROW 4-5 ft
To storm water area



Code Enforcement History

- 2024 – Junk Vehicles and Trash
- Addressed by property owner (3 months)

Zoning: General Commercial



DBA

VACANT LOT

Land

Lot Area 1.46 Acres ;63,415 SF

Valuation

	2023	2022	2021	2020
Classification	COMMERCIAL	COMMERCIAL	COMMERCIAL	COMMERCIAL
+ Assessed Land Value	\$95,120	\$95,120	\$95,120	\$95,120
+ Assessed Building Value	\$4,430	\$4,200	\$4,200	\$4,200
+ Assessed Dwelling Value	\$0	\$0	\$0	\$0
= Gross Assessed Value	\$99,550	\$99,320	\$99,320	\$99,320
- Exempt Value	\$0	\$0	\$0	\$0
= Net Assessed Value	\$99,550	\$99,320	\$99,320	\$99,320

Yard Extras

#1 - (1) Paving - Asphalt 7,000 SF, Asphalt Parking, Average Pricing, Built 1984

Sales

Date	Seller	Buyer	Recording	Sale Condition - NUTC	Type	Multi Parcel	Amount
7/26/2004	SUTTON, JEAN L LIVING TRUST	AGRIGENETICS INC (DBA MYCOGEN SEEDS)	200400005739	Normal	Deed		\$403,075.00
7/26/2004	SUTTON, EARL W & JEAN L	AGRIGENETICS INC (DBA MYCOGEN SEEDS)	200400005738	No consideration	Deed		\$0.00
8/12/1998	DIETER, LEO A & RUTH	SUTTON, JEAN L LIVING TRUST & SUTTON, EARL W & JEAN L	199800005442	Normal	Deed		\$0.00
8/12/1998	SHORR, ROBERT & CAROL	SUTTON, JEAN L LIVING TRUST & SUTTON, EARL W & JEAN L	199800005440	Normal	Deed		\$315,000.00
8/10/1998	MYERS, KAREN	SUTTON, JEAN L LIVING TRUST & SUTTON, EARL W & JEAN L	199800005444	Normal	Deed		\$0.00
8/10/1998	MYERS, GARY & KAREN	SUTTON, JEAN L LIVING TRUST & SUTTON, EARL W & JEAN L	199800005443	Normal	Deed		\$0.00
8/10/1998	SHORR, KENNETH & JEANNE	SUTTON, JEAN L LIVING TRUST & SUTTON, EARL W & JEAN L	199800005441	Normal	Deed		\$0.00

*Bought \$403,075
07/2004*

Permits

Permit #	Date	Description	Amount
23614	04/01/2012	DEMOL BLDG	0
20804	11/01/1999	ALTER BLDG	12,000
20670	06/01/1999	ALTER BLDG	68,000
20379	06/01/1998	ALTER BLDG	236,000

*Bldg Demo
04/01/2012*

Purchase and Sale Agreement

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is entered as of the date of the last signature below (the "Effective Date") by and between Agrigenetics, Inc. d/b/a Mycogen Seeds, a corporation organized under the laws of the State of Delaware with its corporate offices at 9330 Zionsville Rd., Indianapolis, IN 46268 (the "Seller") and City of Marshalltown, an Iowa municipal corporation, 24 North Center Street, Marshalltown, IA 50158 (the "Buyer"). Seller and Buyer are sometimes individually referred to in this Agreement as a "Party" or collectively as the "Parties."

RECITALS:

- A. Seller owns real estate consisting of one tax parcels of approximately 1.46 total acres of land, which real estate is generally described as 208 Leo Street, Marshalltown, IA 50158 and generally depicted in the attached **Exhibit A** (*legal description to be confirmed prior to Closing*), and such real estate, land, tenements, rights, privileges, interests, easements and appurtenances belonging or in any way pertaining thereto (collectively, the "Property").
- B. Seller and Buyer have negotiated the terms of a purchase and sale of the Property and the Parties now wish to memorialize their understanding in writing by the execution of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

1. PURCHASE AND SALE.

Seller agrees to sell to Buyer, and Buyer agrees to buy and receive from Seller, the Property together with all improvements, easements, licenses, permits, tenements, zoning, covenants, restrictions and hereditaments thereon or as otherwise contemplated in this Agreement, and any and all rights, title, and interest of Seller, subject to and pursuant to the terms and conditions provided in this Agreement.

2. PURCHASE PRICE.

The purchase price for the Property shall be Twenty-Five Thousand dollars (USD \$25,000.00) ("Purchase Price") and shall be paid by wire transfer of immediately available funds by Buyer to Seller at Closing, subject to adjustments and credits at Closing as further described in this Agreement. In addition, Buyer hereby agrees to pay all of Seller's closing costs associated with this transaction, including but not limited to the cost of seller's abstract update. For the purpose of clarity, it is in the intent of the parties that Seller shall be entitled to the full Purchase Price at Closing.

3. DEPOSIT.

Buyer shall deposit the sum of Five Hundred Dollars (USD \$500.00) ("Deposit") with O'Brien Settlement Services, LLC (attn: Don O'Brien) 4905 Hubbell Avenue, Suite 6, Des Moines, IA 50317, Phone: (515) 957-9577, Email: Donald O'Brien don@obrienSS.com ("Title Company") in connection with this transaction.¹ The Deposit shall continue to be held by the Title Company and shall constitute a credit against the Purchase Price for the Property at Closing. Furthermore, the Deposit shall become non-refundable upon expiration of the Inspection Period (as defined in paragraph 5 in this Agreement), except as specifically provided in paragraph 8(a) herein.

4. INFORMATION.

Seller shall, within five (5) days following the Effective Date of the Agreement, provide Buyer with copies of the following information which is currently in the possession of Seller regarding the Property.

5. DUE DILIGENCE; INSPECTION PERIOD.

(a) Buyer, at Buyer's sole cost, shall have ten (10) days from the Effective Date to inspect the Property to conduct tests, surveys, inspections, samples, and/or any other studies ("Due Diligence"), which Buyer feels are necessary to ascertain the suitability of the Property for Buyer's intended purpose ("Inspection Period").

(b) If Buyer during the Inspection Period determines that the Property is not suitable for its intended purpose, Buyer shall notify Seller in writing prior to the expiration of the Inspection Period, at which time this Agreement shall be null and void and the Deposit shall be promptly returned to Buyer by the Title Company.

6. INDEMNIFICATION DURING INSPECTION PERIOD.

Buyer for itself, its agents, officers, employees, consultants, contractors, and engineers shall indemnify, defend and hold harmless Seller, its agents, officers, employees and successors and assigns, from and against any and all loss or liability, and all claims, damages, fees, costs and expenses (including reasonable attorneys' fees and costs related to defense) ("Losses") resulting from, incident to, or in any way arising out of Buyer's, Buyer's agents', or Buyer's contractors' entry on the Property to conduct Buyer's Due Diligence of the Property during the Inspection Period. Buyer's indemnification obligations under this paragraph 6 shall survive the Closing or earlier termination of this Agreement.

7. AS-IS, WHERE-IS CONDITION; NO WARRANTIES.

(a) The Closing of the transaction and the sale to Buyer by Seller shall be subject to the following disclaimer and limitation which shall survive Closing: SELLER AND BUYER EXPRESSLY AGREE THAT THE PROPERTY AND ALL IMPROVEMENTS, FIXTURES AND THE EQUIPMENT, AS WELL

AS ELECTRICAL SYSTEMS, PLUMBING AND SEWAGE SYSTEMS, HEATING AND VENTILATION SYSTEMS AND ALL OTHER PARTS, ASPECTS AND FEATURES OF THE PROPERTY SHALL BE CONVEYED BY SELLER AND SHALL BE ACCEPTED BY BUYER "AS-IS, WHERE-IS, WITH ALL FAULTS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED OR OF ANY KIND WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ENVIRONMENTAL AND OTHER CONDITIONS, ZONING CLASSIFICATION, OPERATION, AS WELL AS SUITABILITY OR FITNESS OF THE PROPERTY FOR BUYER'S INTENDED USE, WITHOUT REGARD TO THE PRESENCE OF APPARENT OR HIDDEN DEFECTS AND WITH THE BUYER'S FULL AND COMPLETE WAIVER OF ANY ALL CLAIMS BY REASON OF ANY SUCH DEFECTS OR CONDITIONS. Buyer acknowledges and declares that neither the Seller nor any person acting or purporting to act in any capacity whatsoever for the Seller has made any direct, indirect, explicit or implicit statement, representation or declaration, whether by written or verbal statement or otherwise, regarding the existence or non-existence of any quality, characteristic or condition of the Property, including but not limited to environmental conditions.

(b) In addition to the Indemnification provision set forth in paragraph 6 (Indemnification During Inspection Period) above, BUYER SHALL, FROM AND AFTER CLOSING, TO THE MAXIMUM EXTENT PERMITTED BY LAW, INDEMNIFY, DEFEND AND HOLD HARMLESS SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS AND ASSIGNS, FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, CLAIMS, DEMANDS, FINES, PUNITIVE DAMAGES, LOSSES, COSTS, LIABILITIES AND EXPENSES, INCLUDING ATTORNEY'S FEES, IN ANY WAY ARISING OUT OF OR CONNECTED WITH THE KNOWN OR UNKNOWN PHYSICAL OR ENVIRONMENTAL CONDITION OF THE PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY CONTAMINATION IN, ON, UNDER OR ADJACENT TO THE PROPERTY BY ANY HAZARDOUS OR TOXIC SUBSTANCE OR MATERIAL), OR ANY FEDERAL, STATE OR LOCAL LAW, ORDINANCE, RULE OR REGULATION APPLICABLE THERETO, INCLUDING, WITHOUT LIMITATION, THE TOXIC SUBSTANCES CONTROL ACT, THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT, AND THE RESOURCE CONSERVATION AND RECOVERY ACT. THE FOREGOING SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF SELLER, ITS AFFILIATES, THEIR EMPLOYEES, AGENTS, OFFICERS, SUCCESSORS OR ASSIGNS.

THIS INDEMNIFICATION REQUIREMENT DESCRIBED IN THIS PARAGRAPH 7(b) SHALL SURVIVE CLOSING.

8. TITLE.

The parties acknowledge and agree the Seller has an electronic version of the abstract to the Property, from the root of title through March 26, 2018 at 8:00 a.m.

In the event Buyer requires a hard copy of said abstract, Buyer may, at Buyer's sole expense, elect to have a hard copy version of said abstract recreated. Seller, at Buyer's expense, shall promptly obtain a continuation of the abstract from March 26, 2018 through the date of acceptance of this Agreement and deliver it to Buyer's attorney along with the electronic abstract for examination. It shall show marketable title in Seller in conformity with this Agreement, Iowa law, and title standards of the Iowa State Bar Association. Buyer's attorney shall provide a copy of the title opinion to Seller's attorney. Buyer hereby agrees to pay the property taxes and special assessments due on the Property up to the date of Closing as set forth in paragraph 11. The parties further agree Seller shall not be required to cure any other title defects or encumbrances prior to Closing. Within three (3) days of the issuance of the title opinion, Buyer may rescind the Agreement by providing written notice to Seller. Upon timely rescission, Buyer shall be entitled to a full refund of the Deposit. The abstract shall become the property of Buyer when the Purchase Price is paid in full.

9. OPERATIONS AND RISK OF LOSS.

Seller shall bear the risk of loss or damage to the Property prior to Closing; provided, however, if any of the Property is damaged or destroyed by fire, wind, or any other casualty prior to Closing, Seller shall have no obligation to rebuild, repair or restore the Property in its sole discretion, in which event either Seller or Buyer shall have the right to terminate this Agreement without penalty and the Deposit shall be promptly returned to Buyer.

10. CLOSING.

(a) **GENERAL:** Closing of the transaction described in this Agreement (the "Closing") is scheduled to be ten (10) days after the Inspection Period, or sooner if mutually agreed to between the Parties in writing. Exclusive possession of the Property shall be given to Buyer by Seller at the Closing. At Closing, Buyer shall pay all closing costs, including but not limited to: (i) recording fees in connection with the Special Warranty Deed and Declaration (ii) any transfer taxes, or other similar taxes, fees or assessments, if any, (iii) the cost of all abstracting, including pencil notes, (iv) broker commissions (v) Title Company's closing fees, (vi) its own attorneys' fees and (vii) title insurance premiums or other fees, (viii) sales tax, if any, and (ix) all other costs associated with facilitating this transaction.

(b) **SELLER DOCUMENTS:** At Closing, Seller shall execute and deliver the following to Title Company: (i) Special Warranty Deed, (ii) Declaration of Value; (iii) Groundwater Hazard Statement; (iv) a settlement statement consistent with this Agreement; (v) Foreign Investment in Real Property Tax Act (FIRPTA) affidavit, (vii) all documents, affidavits, and instruments which Title Company may reasonably determine are necessary to evidence the authority of Seller to enter into and perform this Agreement, to properly place title and ownership of the Property in the Buyer.

(c) **BUYER DOCUMENTS:** At Closing, Buyer shall execute and deliver the following: (i) any documentation or instruments which Title Company may reasonably determine are necessary to evidence the authority of Buyer to enter into and perform this Agreement and the documents and instruments required to be executed and delivered by Buyer pursuant to this Agreement; (ii) a settlement statement consistent with this Agreement; and (iii) any and all other documents required by applicable law to consummate the transaction contemplated herein.

11. REAL ESTATE TAXES AND ASSESSMENTS.

(a) **REAL ESTATE TAXES.** Buyer shall pay all real estate taxes on the Property which are liens for prior years and the Parties shall prorate all real estate for the current tax fiscal year which may not be due and payable until after Closing, which proration shall be to the date of Closing. All subsequent real estate taxes shall also be paid by Buyer.

(b) **SPECIAL ASSESSMENTS.** Buyer shall pay all installments of special assessments on the Property, if any, which are certified as liens on the public record and for which payment is owed as of Closing. All other special assessments due after the Closing shall also be paid by Buyer.

12. REAL ESTATE BROKERS.

The Parties acknowledge and agree that neither has retained the services of a real estate broker or any other person or entity for which a real estate commission, finder's fee, or other similar fee would be owing as of Closing and, consequently, neither Party has any obligations to pay such fees.

13. NON-ASSIGNABILITY AND CHANGE OF CONTROL.

Neither Party may assign or otherwise transfer this Agreement without the consent of the other, except that Seller may, without such consent, by written notice to the other party, assign all or a portion of this Agreement to (i) any purchaser of all or substantially all of the assets in the line of business of Agrigenetics, Inc., to which this Agreement pertains.

14. NOTICES.

All notices permitted or required under this Agreement shall be in writing and shall be deemed given when (i) personally delivered; or (ii) deposited in the United States Mail, postage prepaid and sent by certified or registered mail, return receipt requested; or (iii) deposited with a recognized overnight courier such as Federal Express, UPS, or Airborne, addressed as follows:

To Seller: Agrigenetics, Inc. d/b/a Mycogen Seeds
Attention: Real Estate Manager
7000 Northwest 62nd Avenue
P.O. Box 1000
Johnston, IA 50131-1000
(515) 535-0369
Fax: (515) 535-4590

To Buyer: City of Marshalltown
Attn: _____
24 North Center Street
Marshalltown, IA 50158
(641) 754-5701

15. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter hereof and supersedes all negotiations, discussions, or prior understandings relating thereto.

16. SEVERABILITY.

If any provision, section or paragraph of this Agreement is declared by a court of competent jurisdiction to be unlawful, unenforceable, or invalid, such declaration shall in no way negate or invalidate the balance of the Agreement and the balance of the Agreement shall remain in full force and effect so long as the balance of the Agreement is consistent with and in accordance with the Parties' intentions.

17. DELAY NOT A WAIVER.

No delay by either Party in exercising any right or remedy provided in this Agreement or otherwise afforded by law shall be deemed a waiver of or preclude the exercise of any right or remedy and no waiver by a Party of any particular provision of this Agreement shall be deemed effective unless it is in writing and is signed by the Party granting the waiver.

18. JURISDICTION.

This Agreement shall be construed under and shall be subject to and enforced pursuant to the laws of the State of Iowa, without giving effect to its conflict of laws provisions. Any legal action to enforce this Agreement shall only be brought in Iowa courts.

19. EXECUTION IN COUNTERPARTS.

This Agreement may be executed in counterparts and all such counterparts taken as a whole shall be deemed to be one instrument.

20. CONFIDENTIALITY.

The Parties agree that the terms of this Agreement are confidential and shall not be released to or shared with the public or any other third party, whether verbally or in writing except as required by law, without the prior written approval of both Parties (other than the Parties' attorneys, consultants, and advisors who shall also be subject to the confidentiality requirements of this paragraph). This confidentiality requirement shall survive termination of this Agreement in the event it is terminated by either party and also survive Closing except as to those matters or documents that will appear of public record after Closing.

21. EXPIRATION OF TIME PERIODS.

If any date specified herein is, or any period specified herein expires on a Saturday, Sunday or federally recognized holiday, then such date or the expiration date of such period, as the case may be, shall be extended to the next succeeding business day.

22. COUNSEL.

The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement prior to its execution by the Parties.

23. ENTIRETY AND AMENDMENTS.

This Agreement embodies the entire agreement between the Parties and supersedes all prior agreements and understandings, verbal and written, relating to the Property. This Agreement may be amended or supplemented only by an instrument in writing executed by the party against whom enforcement is sought.

24. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer represents and warrants that it is an Iowa municipal corporation and the persons executing this Agreement on behalf of Buyer have been duly authorized to bind Buyer and no other signatures or consents are needed to give full force and effect to this Agreement on the part of Buyer.

25. SALES TAX.

To the extent required by applicable law, Buyer shall be responsible for payment of all sales tax, transfer fees or any other fees generated from or incurred as a result of the purchase of the Personal Property Assets from Seller, if any.

26. DISCLOSURES.

Seller hereby warrants and confirms there are no wells or sewage treatment systems located on the Property.

27. ILLEGAL DUMPING.

The parties hereby acknowledge illegal dumping by third parties has occurred on the Property. Upon closing, Buyer hereby agrees to accept the Property in its then-current state, including all personal property located thereon, including all illegal dumping. Prior to closing, Buyer hereby agrees to not take any enforcement action against Seller related to said illegal dumping.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be entered into as of the Effective Date.

SELLER:

Agrigenetics, Inc. d/b/a Mycogen Seeds
a Delaware corporation

By: _____

Printed: _____

Title: _____

Date: _____

BUYER:

City of Marshalltown, Iowa
an Iowa municipal corporation

By: _____

Printed: _____

Title: _____

Date: _____

Attest: _____

Printed: _____

Title: _____

Date: _____

EXHIBIT A
Legal Description

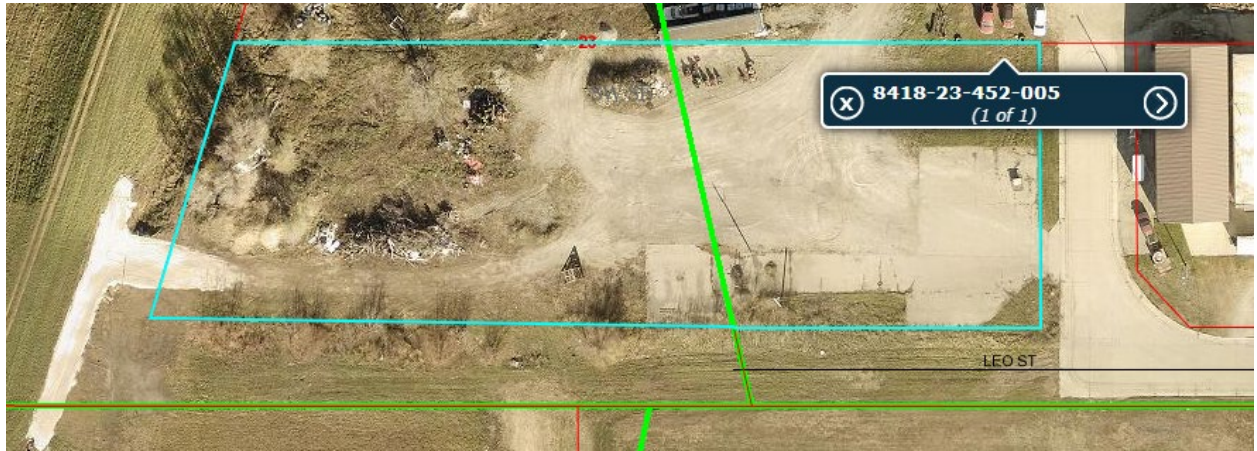
[Legal description to be confirmed prior to Closing]

The South One Hundred Fifty feet of Lot Two of Lot Two and the South One Hundred Fifty feet of Lot Three of Lot One of Lot Two of Lot One of Lot One of the Southwest Quarter of the Southeast Quarter of Section Twenty-three, in Township Eighty-four North, Range Eighteen West of the Fifth P.M., Marshall County, Iowa;

Parcel Identification Number:

8418-23-452-005 1.46 Acres C-Commercial

Property Depiction





**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Carol Webb, City Administrator
Meeting Date: October 27, 2025
Re: Resolution Adopting the 2026-2028 City Council Goal Setting Report

Strategic Plan Objective:

N/A

Recommended:

Staff recommends adoption of the goal setting report.

Budget Impact:

N/A

Description/Background:

The Mayor, City Council, and Department Directors held a goal setting work session on October 16, 2025, facilitated by Susan Parker. The purpose of the session was to review the City's mission, values, and strategic position, including strengths, weaknesses, opportunities, and threats (SWOT); evaluate whether current goals and initiatives should be continued, modified, or concluded; and identify new strategic priorities for the next one to three years.

Participants reaffirmed the City's mission: The City of Marshalltown collaborates to provide a welcoming, safe, vibrant, and growing community. They also confirmed the six core values of Inclusion, Innovation, Stewardship, Trust, Integrity, and Excellence.

The group updated the City's SWOT analysis, recognizing strengths such as professionalism, partnerships, and resiliency; weaknesses including departmental capacity and technology integration; opportunities around housing, collaboration, and state/federal funding; and threats related to economic factors, state legislation, and public trust.

Based on this review, the Council and staff reaffirmed existing strategic goals and identified new initiatives which are outlined in the attached goal-setting report.

Attachments:

1. Resolution Adopting the City Council 2026-2028 Goal Setting Report
2. Marshalltown Goal Setting 2026-2028 Report

**RESOLUTION ADOPTING THE 2026-2028 GOAL SETTING REPORT FOR THE
CITY OF MARSHALLTOWN, IOWA**

WHEREAS the Marshalltown City Council and staff conducted a goal setting session in October 2025; and

WHEREAS, the purpose of the goal-setting session was to review the City's mission, values, and strategic position, including its strengths, weaknesses, opportunities, and threats; to evaluate whether current goals and initiatives should be continued, modified, or concluded; and to identify new priorities and objectives for the next one to three years; and

WHEREAS, goal setting is a disciplined effort to produce fundamental decisions and actions that shape and guide what an organization is, what it does and why it performs the services and/or programs it does; and

WHEREAS, there are numerous benefits to goal setting and planning, including: organizations can increase effectiveness and efficiency, improve understanding through better learning, make better decisions, enhance organizational capabilities, improve communications and public relations; and

WHEREAS, the establishment of goals provides the framework for the development of the City of Marshalltown and gives City staff both a direction and a sense of purpose to the actions of the community and its organization.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL FOR THE CITY OF MARSHALLTOWN, IOWA, that the Goal Setting Report for 2026-2028 is hereby adopted.

Passed this 27th day of October 2025, and signed this _____ day of October 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk



City of Marshalltown, Iowa

Goal Setting Report

October 16, 2025

Mayor

Joel Greer

City Council

Mike Ladehoff

Mark Mitchell

Greg Nichols

Melisa Fonseca

Barry Kell

Jeff Schneider

Gary Thompson

City Staff

Carol Webb, City Administrator

Alicia Hunter, City Clerk

Heather Thomas, Public Works Director

Deb Millizer, Housing & Community Development Director

Diana Steiner, Finance Director

Christopher Cross, Fire Chief

Jill Petermeier, Human Resources Director

Kelsie Stafford, Parks & Recreation Director

Chris Jones, Police Chief

Sarah Rosenblum, Library Director

Facilitator

Susan Parker

Goal Setting Work Session

Mayor, City Council Members, and Department Directors held a goal setting work session on October 16, 2025.

Attendees reviewed the City's mission and values:

Mission:

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

Values:

- Inclusion- We strive to provide equal access to all community members
- Innovation – We seek to challenge the status quo to provide a better benefit in the delivery of services
- Stewardship – We respect and care for the human, financial, & natural resources and infrastructure of the community
- Trust – We are responsible and reliable public servants
- Integrity - We demonstrate accountability, transparency and professional respect
- Excellence – We strive to perform at the highest level

Attendees reviewed and updated a previous SWOT Analysis. The updated SWOT analysis is as follows:

STRENGTHS

An internal look at what we do well

- Professionalism
- Partnerships with public-minded organizations
- Planning – forward thinkers
- Consistently strive to provide quality services
- Quality employees
- Supported by the community
- Volunteerism and leadership of elected officials and staff
- Collaborative internal and community culture
- Strong work ethic
- Optimism and perseverance
- Adapting to an unknown environment
- Resiliency

WEAKNESSES

An internal look at areas we can improve

- Not self-promoting
- Tools for multi-lingual communication
- Declining general fund revenue
- Organizational diversity
- Limited cross-training
- Departmental capacity
- Employee burnout
- Commuting of employees
- Not optimizing technology
- Grant administration

OPPORTUNITIES

Positive external forces helping the City achieve our goals

- Infill development opportunities
- Collaboration with Marshall County, MCSD, & IVCCD
- Downtown Master and Implementation Plans
- Positive community promotion & feedback from outside groups
- Diverse community
- Volunteers
- Education – MCSD/IVCCD
- Economic Development
- Partnerships for programs
- Housing opportunities
- Committed corporate community
- Proximity to larger communities
- State and federal funding availability – potential to receive more grants
- Private developers helping us achieve our goals
- Lower bid prices
- Increasing per capita income/higher wages
- Quality of life projects

THREATS

External obstacles facing the City/community

- National economy-inflation
- Declining rollback rate
- City image & reputation
- Qualified labor
- Lack of medical, mental health services
- Stagnant population
- Poverty, homelessness
- Cuts to federal public safety grants
- Proximity to larger communities
- Attitudes towards diversity
- UPH Downtown Campus-current condition
- Volunteer/donor burnout
- Employer issues-cybersecurity, retention, competitive wages, housing, high commuter rate, lack of applicants
- State legislative agenda
- Changes to Iowa's property tax system
- Growing distrust of government at all levels
- External mis-information being shared
- Instability with Ambulance Transport within Marshall County EMS
- National politics

The Mayor and Council reviewed and re-affirmed previous goals and established new strategic goals for the next 1 – 3 years.

New strategic goals identified by Council and goals continuing from previous years include the following:

Strategy 1: Expand and improvement development in the community.

Year One

Micro grant incentive process/program (for businesses or development)

Years 2 – 3

City Wide Beautification: code enforcement, monument signage, right-of-way signage, etc. - focus on first impressions (staff to identify tactics)

Continuing Goals from Previous Years

1. Chamber New Home Incentive
2. Execute Capital Improvement Program
3. Former Hospital Campus Redevelopment
4. Highway 14 Corridor Improvements
5. Wastewater Capacity Improvements
6. CDBG – derecho grants for LMI Housing
7. West Merle Hibbs Stormwater Detention Pond & extension to 12th Street
8. Update Transportation Master Plan
9. Sale of Downtown lots/buildings
10. Identify new subdivisions for housing development

Strategy 2: Enhance Marshalltown's public image

Year One

1. Tree canopy improvements

2. Hire communications director

Years 2 - 3

1. ROW signage (any & all signs)
2. Code enforcement
3. Expansion flock-based camera systems
4. Adopt new animal code
5. Utility pole moratorium – no new poles above ground – and start moving utilities underground

Continuing Goals from Previous Years

1. EPA Brownfield Grant (re-applying)
2. Center Street Viaduct Repair
3. Phase 2 of Riverview Park Master Plan
4. Freedom Rock Trail Connection
5. Quiet Zone Project
6. Destination Iowa projects
7. D&D Program/657A
8. Wayfinding plan implementation
9. More Celebration of Positive City Happenings
10. Expand and Enhance Social Media Use
11. West End Park Phase II
12. Arnold Park Renovation
13. Identify more opportunities for City-owned public art
14. Create/Fund a Property Maintenance Grant Program
15. Maintenance of City-owned Spaces/Gateway Monuments
16. Complete Solid Waste Study and Implement recommendations

Strategy 3: Continually improve and sustain the City's infrastructure, organization, and services

Year One

1. Create street/road improvement plan and spend down bond funds
2. Improve the levee/flood control system

Years 2 - 3

1. City Property maintenance (maintenance of City facilities)
2. Garbage solution (solid waste study and implementation)
3. Benchmark cities and then leverage using Best Practice Cities
4. More Technology integration (tools, mindset, programs)
5. Riverview Park access road to sports courts
6. Parks & Rec: Log cabin refurbishment, make shelters available-year round, Anson Park shelter replacement, West End phase 1 & 2
7. Bold budget reform
8. Hire an engineer
9. Update Transit Technology

Continuing Goals from Previous Years

1. Emergency Operations Plan/Flood Management Plan
2. Continue Implementation of Downtown Master Plan
3. Stormwater Rate Study
4. Sidewalk Repair Notices
5. Employee Communication/Recognition
6. SmartGov Implementation
7. MPACT
8. Street Improvement Plan Funding
9. Hoglan Sidewalk Gap Project
10. Advertise positions to non-traditional sources/enhance recruitment efforts
11. Enhance communication to non-English residents- translation abilities
12. Review Subdivision Ordinance (part of comp plan)
13. Employee wellness program
14. City records management system
15. Expand MPACT
16. 24-hour restroom at Airport
17. City facility maintenance plan
18. Purchasing Policy update
19. Park Master Plan Review

20. Remodel City Hall

Strategy 4: Partner with citizens, for-profit, non-profit, and others to improve quality of life

Year One

1. Ambulance Transport/EMS Study and Implementation
2. Youth/Adult Sports Master Plan

Years 2 – 3

1. Partnerships in lieu of financial support only
2. Pursue Infill development
3. “City careers in Action” bringing city staff, council members into schools
4. Recruit leadership class grads to create a farm team concept for future city workers
5. Next phases of Iowa River’s Edge Trail
6. Expand MPACT (homelessness, collaborations, opportunities)

Continuing Goals from Previous Years

1. River’s Edge Trail bridges 2-5
2. River’s Edge Trailhead
3. TRAILS Inc. relationship - ongoing
4. Arts & Culture Alliance relationship – ongoing
5. Trail Master Plan



MARSHALLTOWN
MORE THAN EVER

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

To: Mayor and City Council
From: Heather Thomas, Public Works Director
Meeting Date: October 27, 2025
Re: Resolution Approving Predesign Agreement 2026-P-024 with Iowa DOT for the Highway 14 3R Northern Section, Project STR25004

Strategic Plan Objective:

None of the Top or High Priority Goals identified in the 2025 Strategic Plan are related specifically to this project.

Recommended:

Recommend approving Iowa DOT Predesign Agreement for a 3R project on Iowa 14.

Budget Impact:

This agreement has no fixed cost requirements from the City on the estimated \$2.5M project. There will likely be aspects of the project that the City may wish to include that will be at the city's cost; however, within this agreement it states "A future Preconstruction Agreement shall be negotiated between the DOT and LPA to further define the project responsibilities and cost sharing"

Description/Background:

This 3R project covers a section of roadway in need of rehabilitation on Iowa 14, a state primary highway owned by the Iowa DOT. The section extends along three blocks of Anson St and a stretch of 3rd Avenue that extends from Anson to Riverside St.

Previously the city had commissioned a study of the Highway 14 Corridor that was presented and in May of 2018 for council acceptance that included significant projects throughout this area. Efforts were made to acquire funding for a large project that would have included a complete rebuild of underground utilities, streets, and sidewalks from ROW to ROW with complete street and streetscaping elements throughout. After multiple failed attempts at applying for millions in grant money towards an identified \$28M+ project, the decision was made in 2023 to discontinue efforts for that scope of a project and resume discussion with Iowa DOT on street rehabilitation.

Iowa DOT conducted a review of the pavement conditioned as compared to other roads in their jurisdiction and programmed a resurfacing, restoration, or rehabilitation project (3R) project. During 2025, communication began with city staff and representatives of the Iowa DOT on the

project.

As part of that communication, city staff inquired with Iowa DOT about a 4 to 3 lane conversion, which was one recommendation out of the 2018 Highway 14 Corridor Study. After discussion and review, Iowa DOT has confirmed that this project would be a good candidate for a 4 to 3 lane conversion and a concept statement was created. The Highway 14 Corridor Study recommended a round-a-bout at the Anson St / 3rd Ave intersection; however, we are not recommending that at this time.

Iowa DOT will do much of the 3R design work in-house and has hired Foth Engineering to assist with other project design elements needed, such as any sidewalk improvements. Before proceeding with design, Iowa DOT has requested concurrence on the concept through the approval of a predesign agreement.

There are several additional aspects that city staff are reviewing and considering, such as:

- Coordination of Center St Viaduct over UPRR project and Center St Bridge over Linn Creek project. Avoiding overlap of construction traffic impacts.
 - Consider Church St & Linn St 1-way to 2-way traffic conversion.
 - Riverside Intersection – Remove southern boulevard to eliminate hazardous offset intersection. Potential to remove traffic signal.
 - Anson St Medians – Review and possibly do median replacement.
 - Intersection Anson St / N 3rd Ave - NW Quadrant is tight and to do anything with the signal pole in the future and bring sidewalk into compliance - more ROW may be needed.
 - Intersection Anson/Center St. For the two left turn lanes from WB Anson traffic to SB Center traffic, adding pavement marking arches painted so turning traffic have lanes to follow.
 - Pedestrian Crossings at Intersections - Need to review layout/configuration. Regulations may require countdown pedestrian signals.
 - City Wayfinding Signage – coordinate re-fabrication and installation.
- Storm Sewer – A preliminary review indicates about 50% of the structures could stand some repairs, as outlined below:

Structure	Issue/Needs
K08-S014	Needs New Cap
K08-S016	Needs New Cap
K08-S017	Cracks and Chips in Cap
K08-S041	Cracks and gaps in CB corners, need new cap
K08-S045	Needs Complete Rehab
K08-S046	Needs New Cap
K08-S047	Cracks and gaps in CB corners, need new cap
K07-S054	Needs New Cap
K07-S051	Needs New Cap
K06-S083	Needs New Cap
K06-S084	Needs CB Rehab and Cap

K06-S077	Needs CB Rehab and Cap
K06-S119	Needs CB Rehab and Cap
K05-S018	Needs New Cap
K06-S001	Needs New Cap
K06-S078	Needs New Cap and Throat
K06-S080	Needs New Cap
K06-S081	Borderline needing new throat
K06-S041	Grate and Frame Need adjustment/low
K06-S039	Grate sits low in frame, may just need new grate
K06-S163	Grate and Frame Need Replaced
K07-S019	Double E-Grates Height Need Adjusted
K07-S050	Needs New Cap
K08-S036	Rebar Showing, Need New Cap
K08-S010	Needs New Throat

If council has input on these aspects at this time, city staff will work to contract with Foth to assist with these items.

Attachments:

1. 2025-10-27_2025-222_Resolution Approving DOT Funding Agreement FFY 2025 City Bridge Program
2. Hwy 14 Predesign - 2026-P-024_Marshalltown_Final
3. 2025-10-27_Marshalltown Hwy 14

RESOLUTION APPROVING PREDESIGN AGREEMENT 2026-P-024 WITH IOWA DOT FOR THE HIGHWAY 14 3R NORTHERN SECTION, PROJECT STR25004

WHEREAS, Iowa 14 is a Primary Road under the jurisdiction of Iowa Department of Transportation (DOT) located with the City of Marshalltown, Iowa; and

WHEREAS, city staff have coordinated with Iowa DOT on concept work for improvements to Iowa 14 from the intersection of Anson Street and Center Street easterly to the intersection of Anson Street and Third Avenue, then northerly to the intersection of 3rd Avenue and Riverside Street.

WHEREAS, recommendations for the project includes a four-lane to three-lane conversion along Iowa 14 from the intersection of Anson Street and 3rd Avenue northerly to the intersection of Leo Street and 3rd Avenue; and

WHEREAS, the City Council of Marshalltown finds that approving this predesign agreement to be in the best interest of the City.

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

Section 1. The City of Marshalltown, Iowa, authorizes and directs staff to sign on behalf of the City of Marshalltown, the Predesign Agreement.

Passed this 27th day of October 2025, and signed this _____ day of October 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

**IOWA DEPARTMENT OF TRANSPORTATION
Predesign Agreement
For Primary Road Project**

County	Marshall
City	Marshalltown
Project No.	NHSX-014-5(085)--3H-64
Iowa DOT	
Agreement No.	2026-P-024
Staff Action No.	N/A

This Agreement, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and the city of Marshalltown, Iowa, a Local Public Agency, hereinafter designated the "LPA", in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 as applicable;

The DOT proposes to establish or make improvements to Iowa 14 within Marshall County, Iowa; and

The DOT and the LPA intend to jointly participate in said project, in the manner provided herein; and

This Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Therefore, it is agreed as follows:

1. Project Information

- a. The DOT shall design, let, and inspect construction of the following described project in accordance with the project plans and DOT Standard Specifications:

Hot mix asphalt resurfacing along Iowa 14 within the city of Marshalltown from the intersection of Anson Street and Center Street easterly to the intersection of Anson Street and Third Avenue, then northerly to the intersection of 3rd Avenue and Riverside Street. The project includes a four-lane to three-lane conversion along Iowa 14 from the intersection of Anson Street and 3rd Avenue northerly to the intersection of Leo Street and 3rd Avenue. See Exhibit A for project location and Exhibit B for pavement marking details of the four-lane to three-lane conversion.

2. Funding Sources

- a. The following funding sources have been identified for the project:

Iowa DOT 3R	\$2,500,000
TOTAL Funding	\$2,500,000

3. Traffic Control

- a. Iowa 14 through-traffic will be maintained during the construction.
- b. It may be necessary to temporarily close LPA side road(s) South 1st Avenue, South 2nd Avenue, May Street, East Boone Street, East Linn Street, East Church Street, East Main Street, East State Street, Bromley Street, Woodbury Street, East Webster Street, Lee Street, East Lincoln Street, Swayze Street, East Marion Street, and Riverside Street during construction. The DOT shall furnish and install the required barricades and signing for the closure at project cost, and shall remove same upon completion of the project, at no expense or obligation to the LPA. The DOT shall work in close cooperation with the LPA and the contractor to accommodate emergency services and local access across the project during construction. Any detours, which may be necessary for project related LPA road closures, shall be the responsibility of the LPA, at no expense or obligation to the DOT.

4. Right of Way and Permits

- a. Subject to the provisions herein, the LPA, in accordance with 761 Iowa Administrative Code Chapter 150, Rules 150.3(1)(c) and 150.4(2), shall remove or cause to be removed (within the corporate limits) all encroachments or obstructions in the existing primary highway right of way. The LPA shall also prevent the erection and/or placement of any structure or obstruction on said right of way or any additional right of way which is acquired for this project, including but not limited to private signs, buildings, pumps, and parking areas.
- b. The DOT shall be responsible for the coordination of utility facility adjustments for the primary road project.
- c. The LPA shall relocate all utilities necessary for construction which are located within the existing street or alley right of way, subject to the approval of and without expense to the DOT, and in accordance with 761 Iowa Administrative Code Chapter 150.4(5) and the DOT Utility Accommodation Policy.
- d. With the exception of service connections, no new or future utility occupancy of project right of way, nor any future relocations of or alterations to existing utilities within said right of way, will be permitted or undertaken by the LPA without the prior written approval of the DOT. All work shall be performed in accordance with the Utility Accommodation Policy and other applicable requirements of the DOT.

5. Construction and Maintenance

- a. A future Preconstruction Agreement shall be negotiated between the DOT and LPA to further define project responsibilities and cost sharing.
- b. Upon completion of the project, no changes in the physical features thereof shall be undertaken or permitted without the prior written approval of the DOT.
- c. Future maintenance of the primary highway within the project area shall be carried out in accordance with the terms and conditions contained in 761 Iowa Administrative Code Chapter 150.

6. General Provisions

- a. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project, and the FIS is modified, amended, or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment, or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project, and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.
- b. The LPA shall comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by The Civil Rights Act of 1964 (42 U.S.C. Chapter 21) and Iowa Code Chapter 216. No person shall, on the grounds of age, race, creed, color, sex, sexual orientation, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State and/or Federal funds are used.
- c. It is the intent of both (all) parties that no third party beneficiaries shall be created by this Agreement.
- d. If any section, provision, or part of this Agreement shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Agreement as a whole or any section, provision, or part

thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Agreement cannot be fulfilled.

- e. This Agreement, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements shall remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement shall only be in the form of a duly executed written amendment to this document.

IN WITNESS WHEREOF, each of the parties hereto has executed Agreement No. 2026-P-024 as of the date shown opposite its signature below.

CITY OF MARSHALLTOWN:

By: _____ Date _____, 20____.
Title: Mayor

I, _____, certify that I am the Clerk of the City, and that
_____, who signed said Agreement for and on behalf of the
City was duly authorized to execute the same on the ____ day of _____, 20____.

Signed: _____
City Clerk of Marshalltown, Iowa

IOWA DEPARTMENT OF TRANSPORTATION:

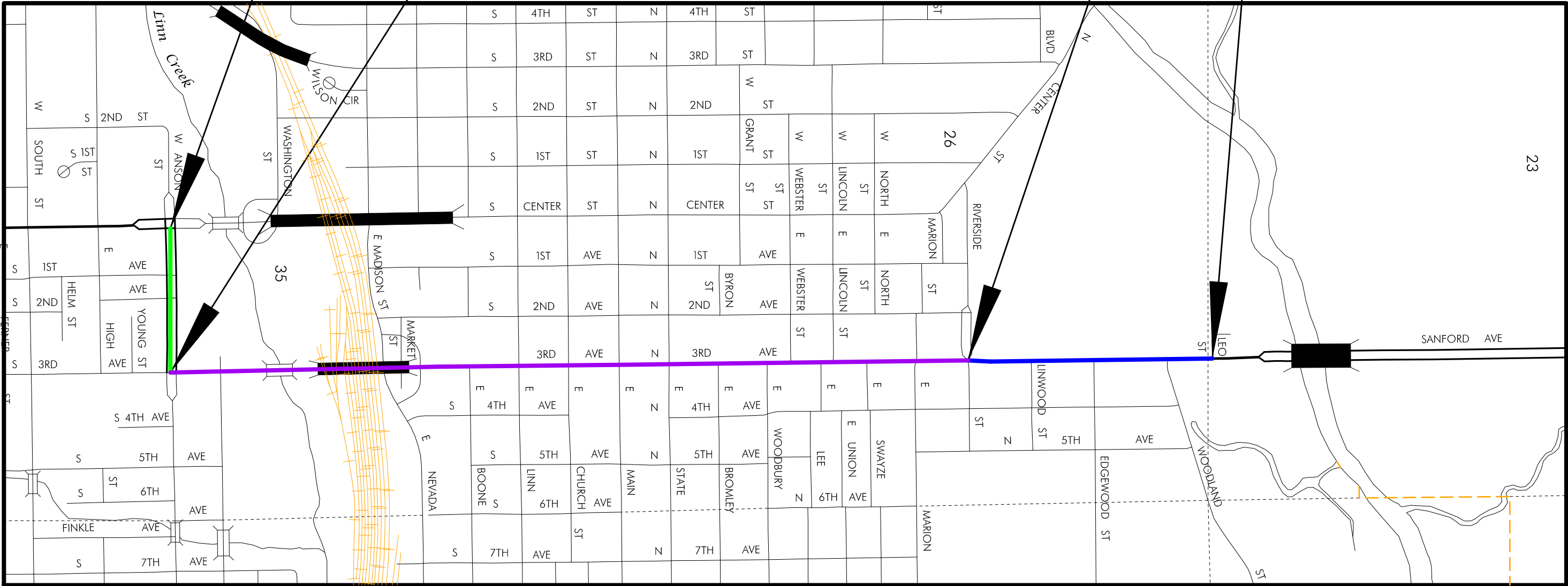
By: _____ Date _____, 20____.
Allison Smyth, P.E.
District Engineer
District 1

BEGIN RESURFACING
EST. LOC. SIGN. 101.4

END RESURFACING
EST. LOC. SIGN. 103.0

BEGIN 4-TO-3
LANE CONVERSION
EST. LOC. SIGN. 101.7

END 4-TO-3
LANE CONVERSION
EST. LOC. SIGN. 103.4



- Resurfacing
- Resurfacing with 4-to-3 Lane Conversion
- 4-to-3 Lane Conversion

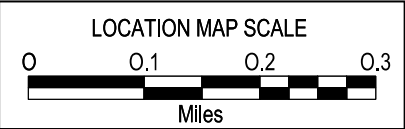
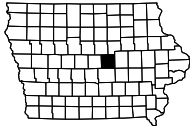
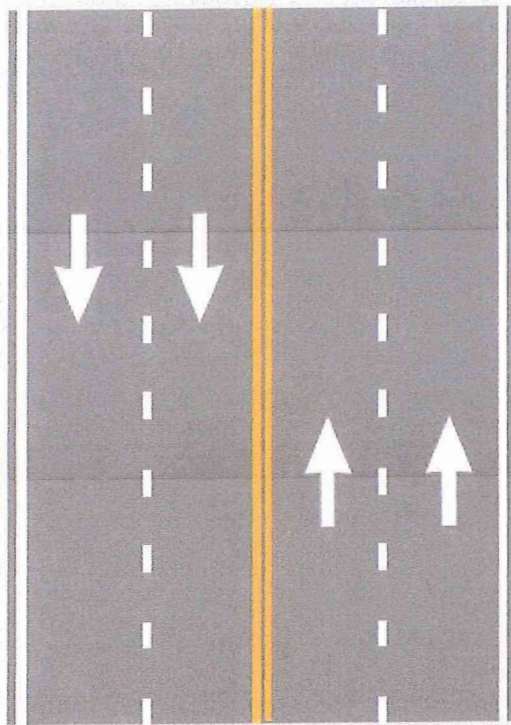
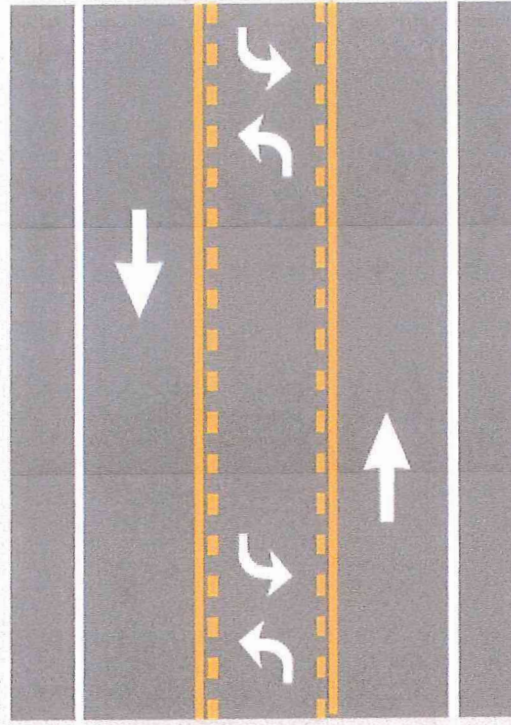


Exhibit A
IA 14 Marshalltown
Project Location





BEFORE



AFTER



Iowa 14 Resurfacing

City of Marshalltown



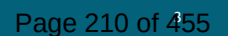
Agenda

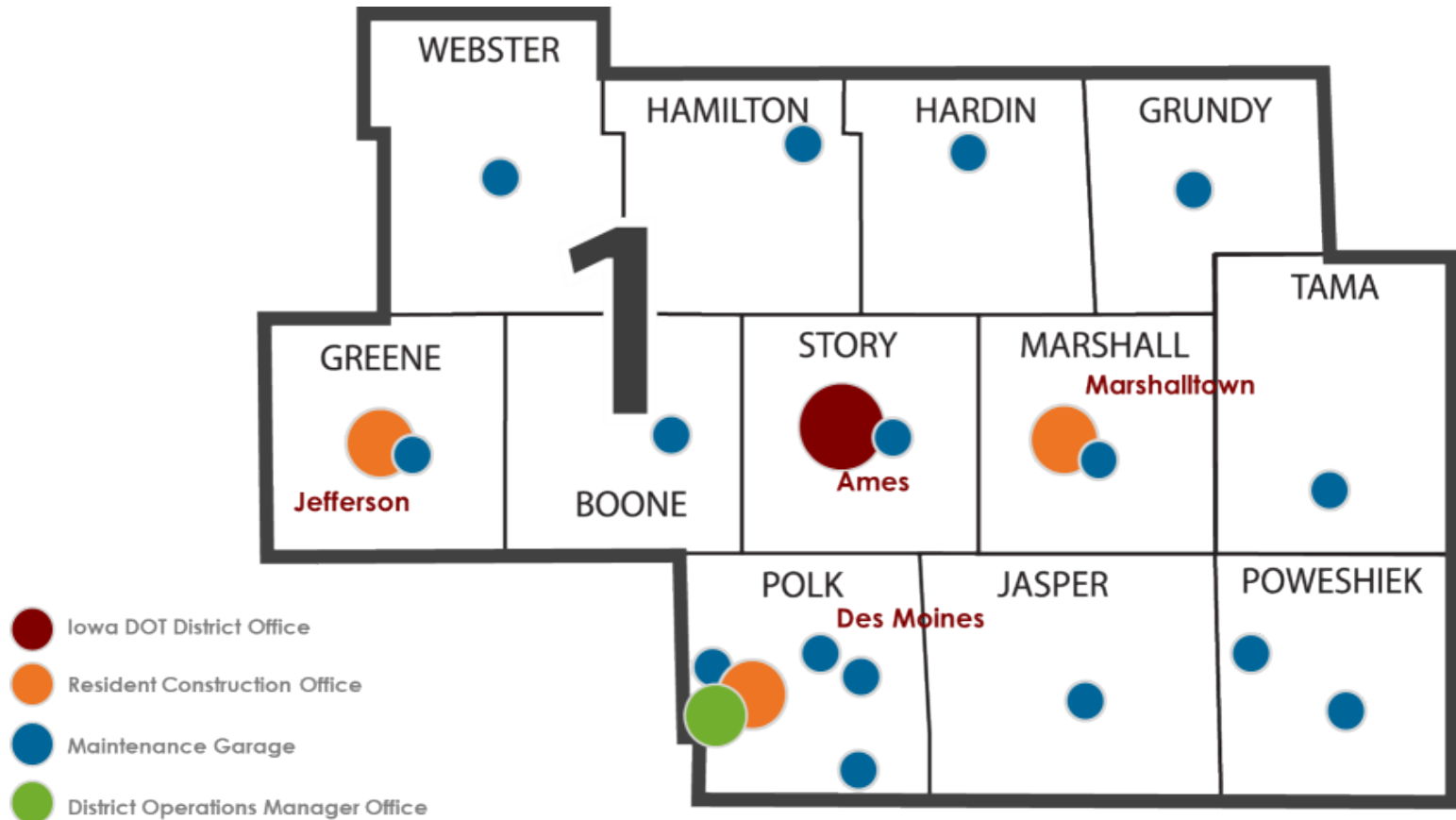
IOWA DOT OVERVIEW

IA 14 RESURFACING

**4 TO 3 LANE
CONVERSION**







District 1 Engineering Staff

Allison Smyth, P.E.
District 1 Engineer

Jeremey Vortherms, P.E.
Assistant District 1 Engineer

Scott Nixon, P.E.
District 1 Construction
Engineer

Andy Swisher, P.E.
Transportation Systems Management
& Operations (TSMO) Engineer

Frank Leong, P.E.
Grimes RCE

Jenny Hoskins, P.E.
Jefferson RCE

Dustin Skogerboe, P.E.
Marshalltown RCE

Mike Lauritsen, P.E.
Materials Engineer

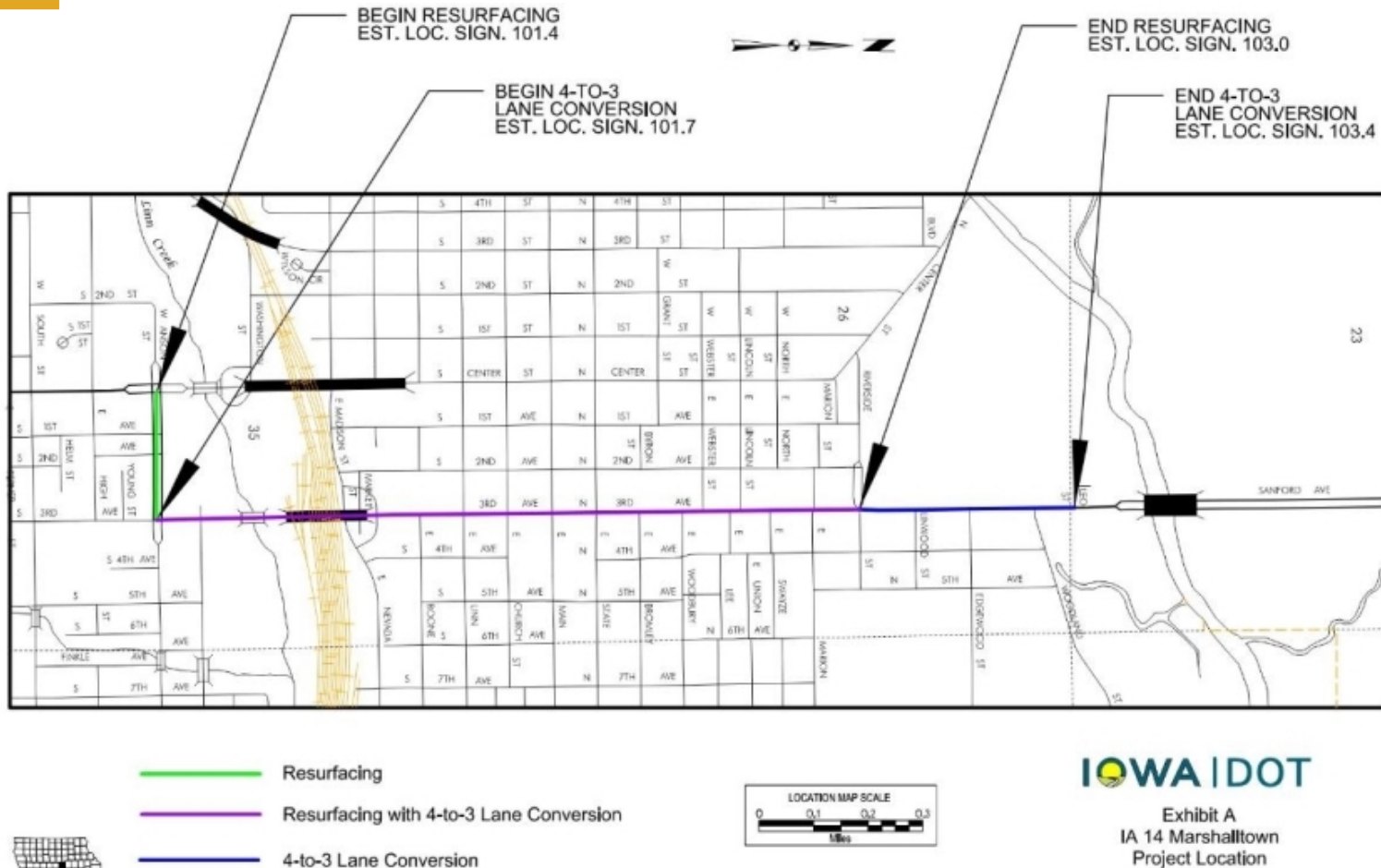
Benjamin Adey, P.E.
South Area Engineer

Donna Breitbach, P.E.
North Area Engineer

Upcoming Projects

IA 14 in Marshalltown Resurfacing from Center St to Riverside Drive

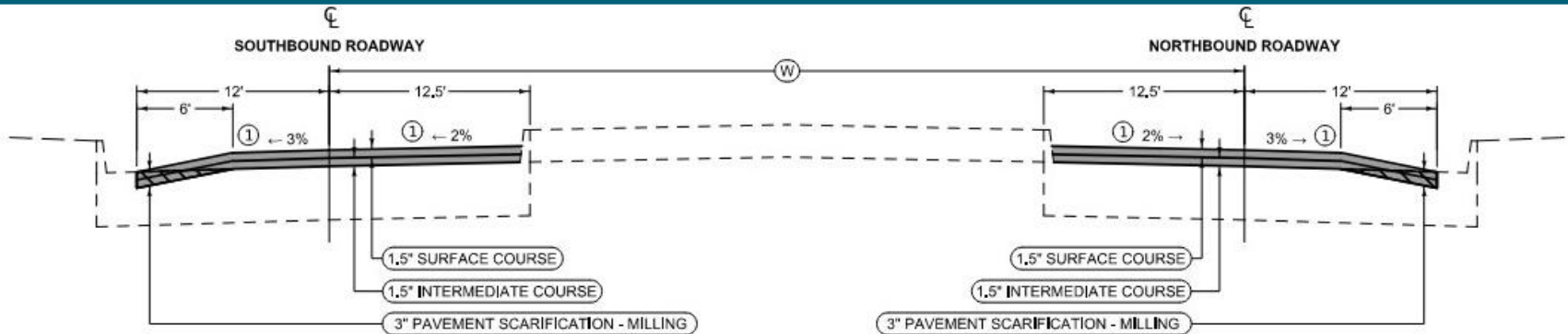
2027 Pavement Rehab \$2.1 Million



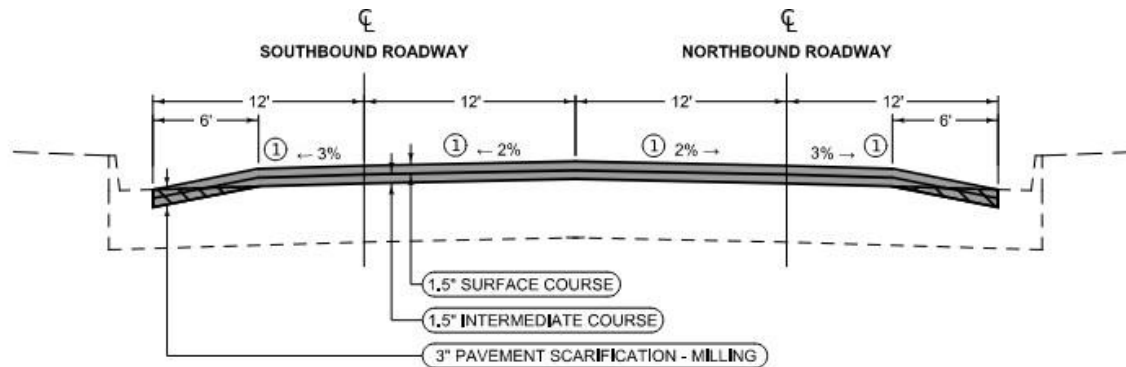
Upcoming Projects

IA 14 in Marshalltown
Resurfacing from Center St to
Riverside Drive

2027 Pavement Rehab \$2.1 Million



IA 14 – S Center St to S 3rd Ave

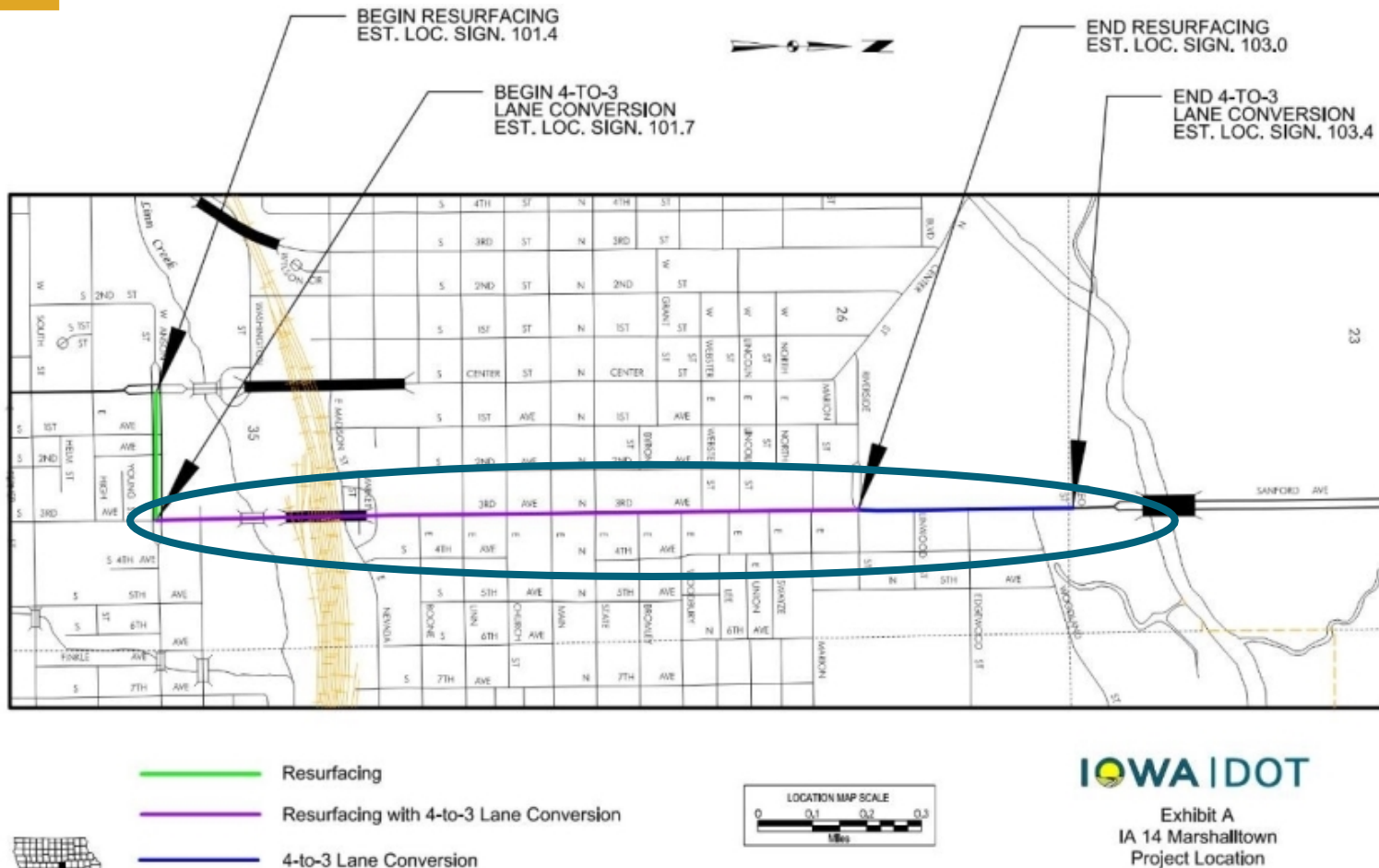


IA 14 – E Anson St to Riverside St

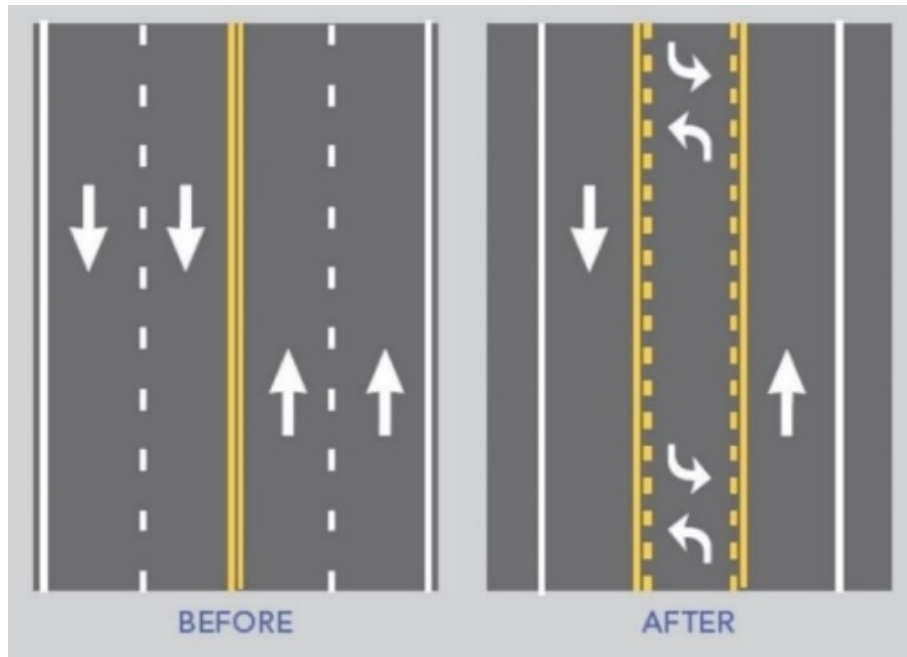
Upcoming Projects

IA 14 in Marshalltown Resurfacing from Center St to Riverside Drive

2027 Pavement Rehab \$2.1 Million



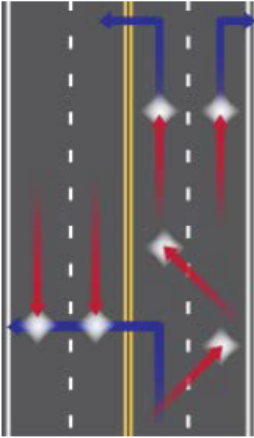
What is a 4 to 3 Lane Conversion?



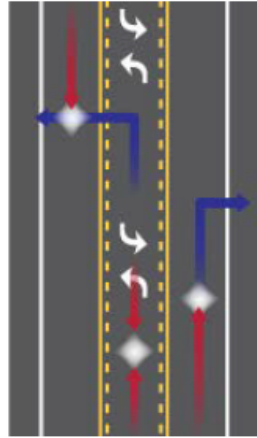
- Restriping a 4-lane road as a 3-lane road
 - One lane provided in each direction
 - Continuous left turn lane down the center
 - Existing pavement width will not change
- Reduces Conflict Points
 - Decreases left-turn, crossing and rear-end crashes

Vehicle Conflict Points

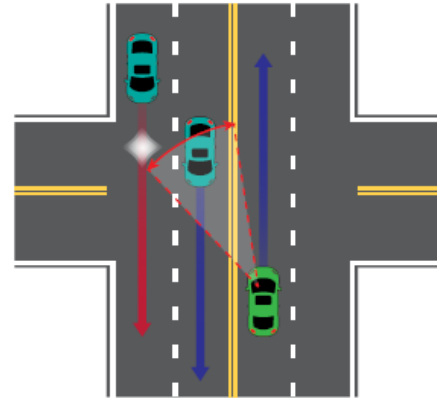
Four-Lane Undivided



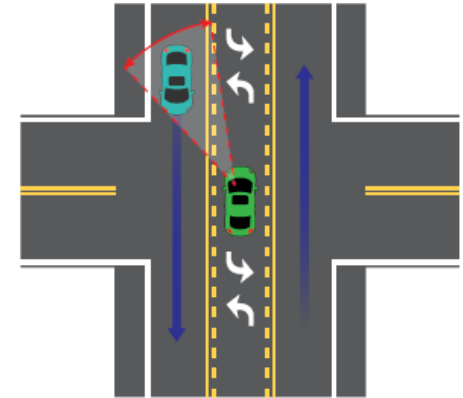
Three-Lane



Four-Lane Undivided
(Outside Lane Traffic Hidden by
Inside Lane Vehicle)



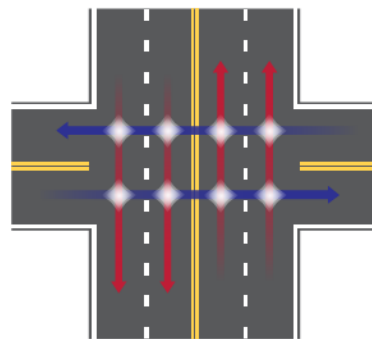
Three-Lane
(No Hidden Vehicles)



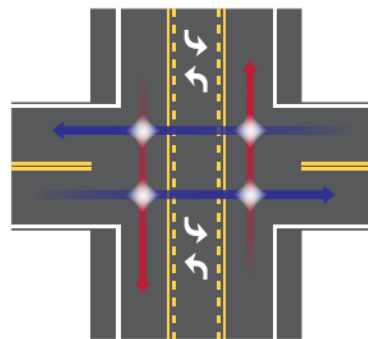
Mid-block Driveways

Intersection Left-turns

Four-Lane Undivided



Three-Lane



Side-street Crossings

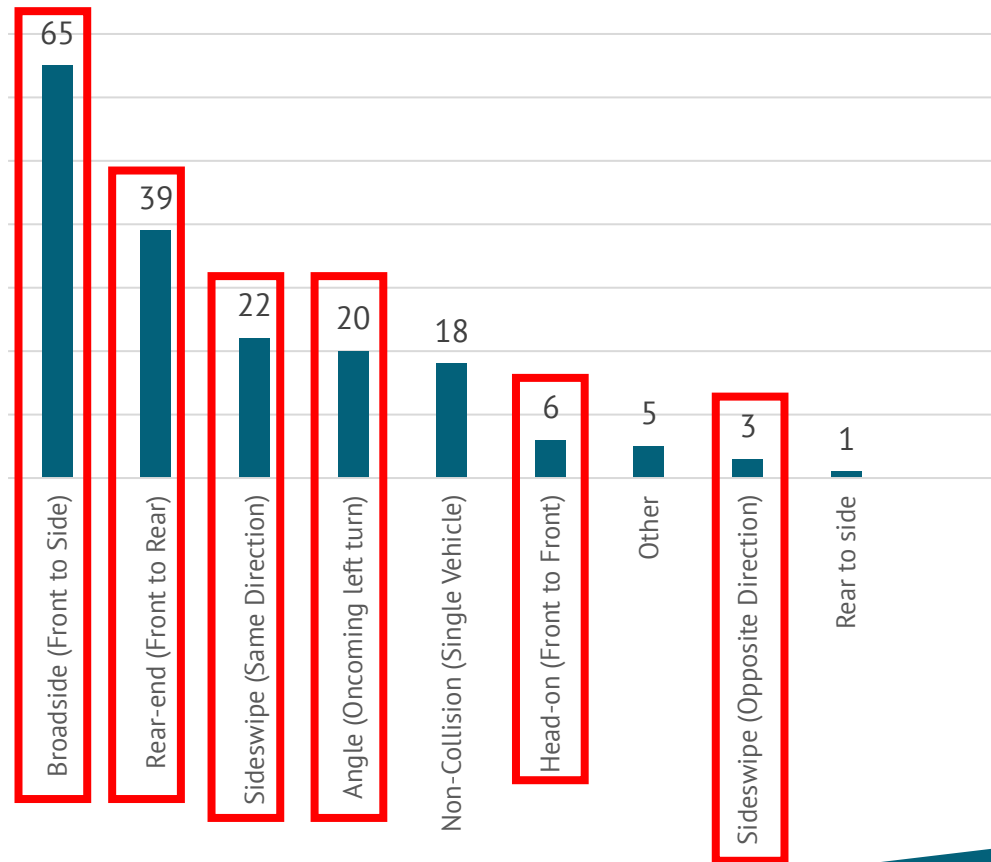
IA 14/S 3rd St from Anson St to Riverside Drive Crash Data - 2020 to 2024

- 179 crashes

- 4 suspected serious injury
- 15 suspected minor injury
- 30 possible/unknown injury
- 130 property damage only

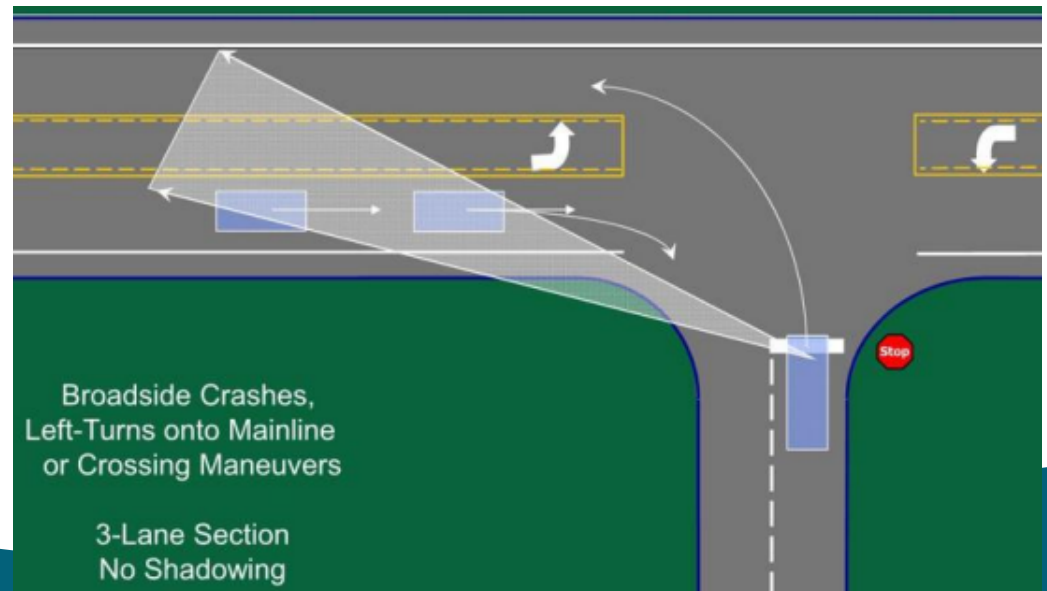
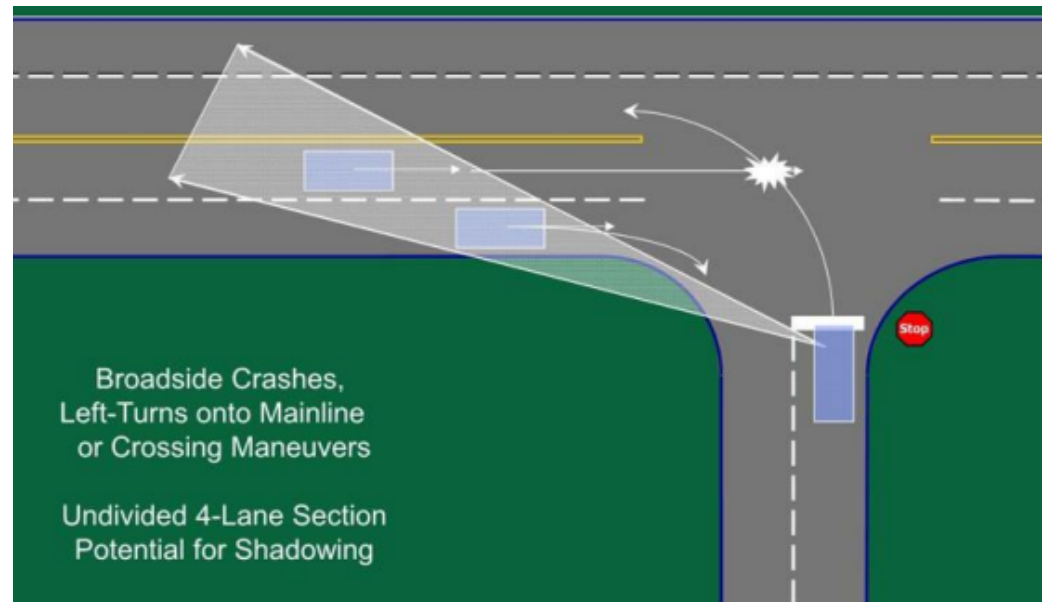
- 87% 'correctable' crash types by 4 to 3 lane conversion

IA 14 - Manner of Crash



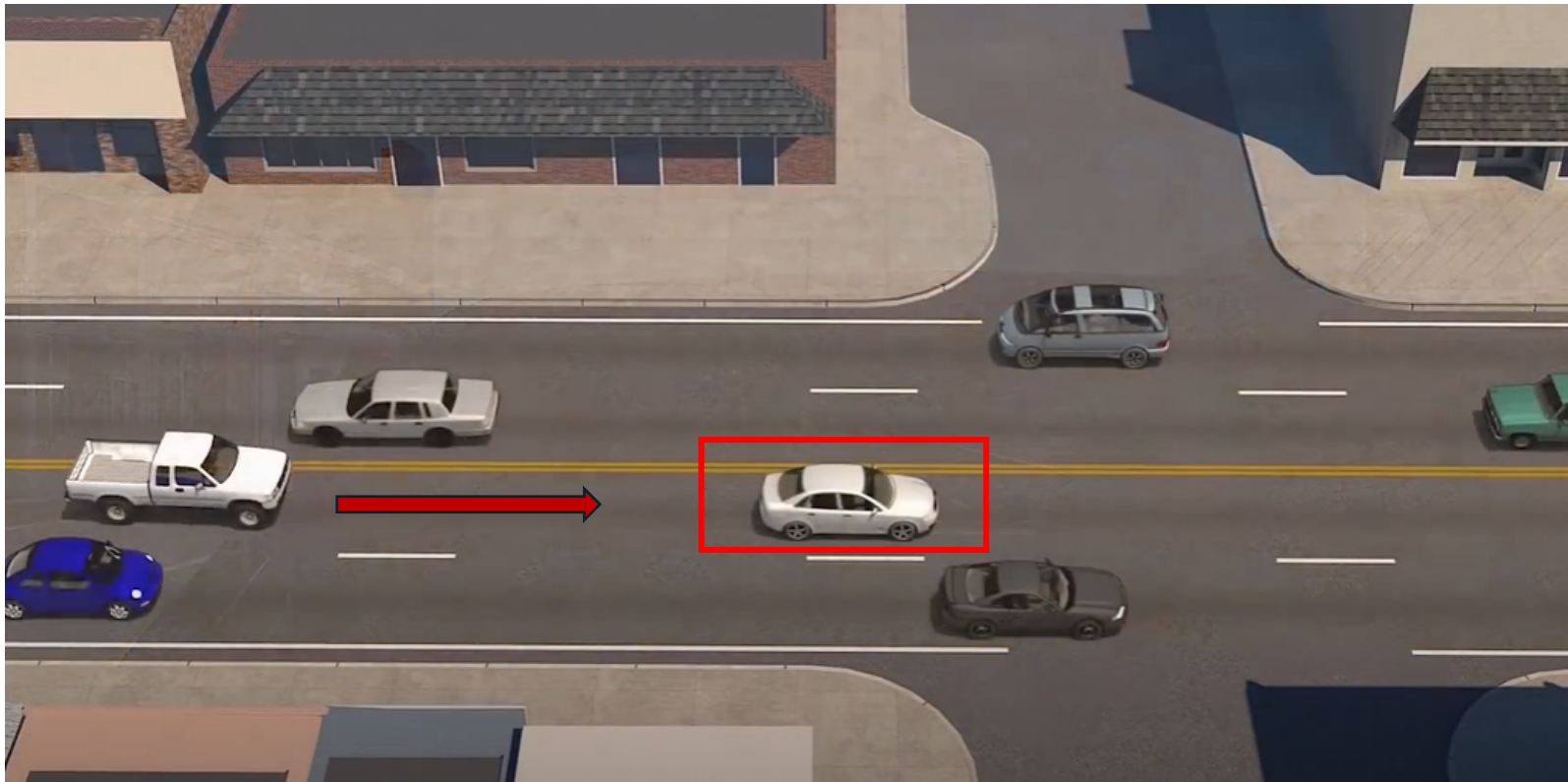
Broadside/Right-Angle Crashes

- 36% of crashes



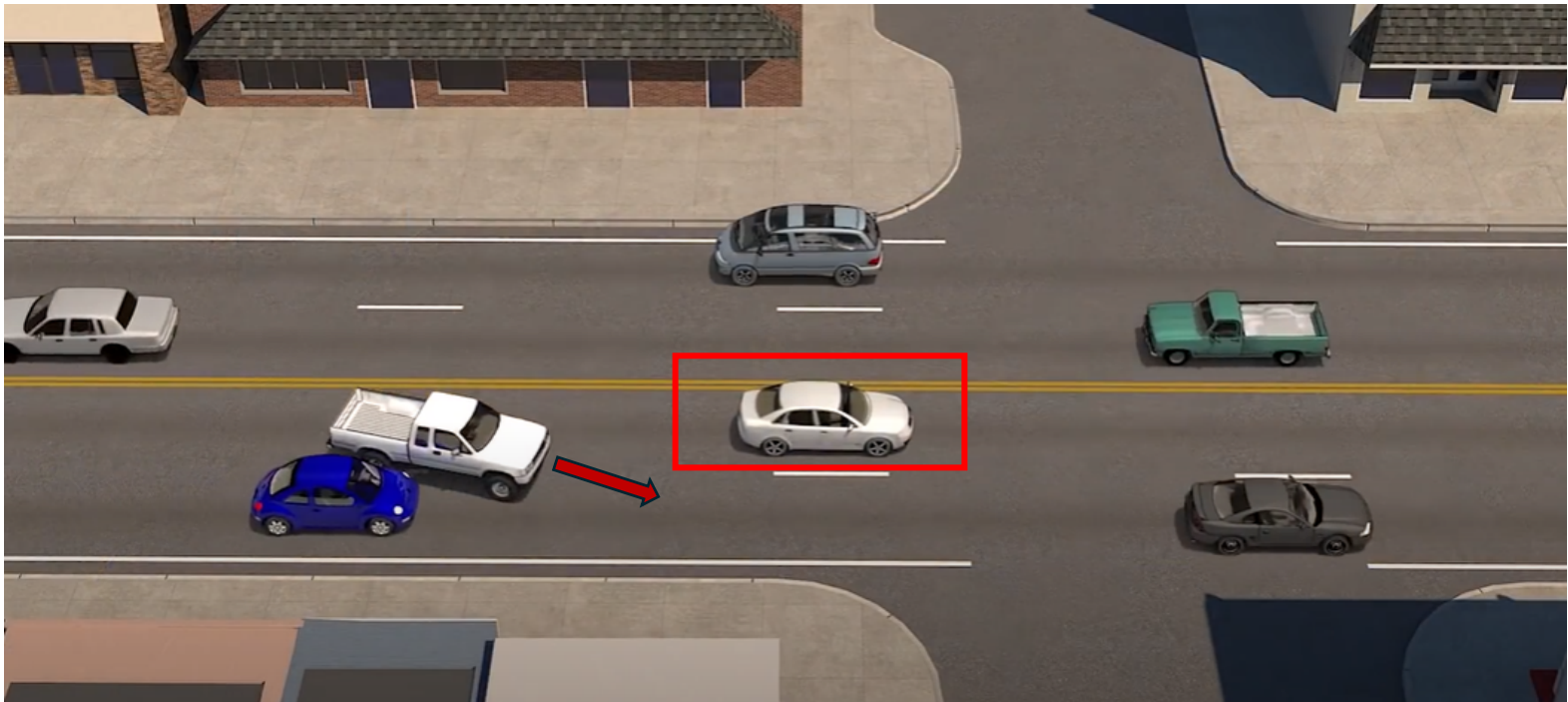
Rear End Crashes

- 22% of crashes



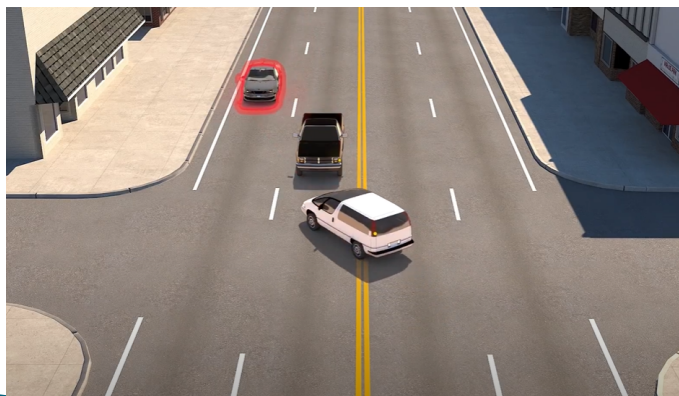
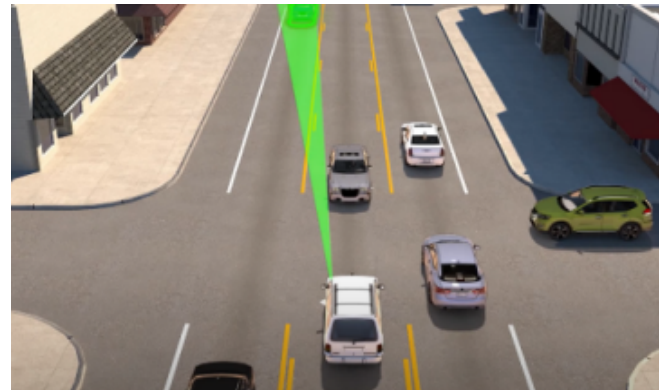
Sideswipe

- 14% of crashes



Angle/Oncoming Left-Turn Crashes

- 12% of crashes



4-lane to 3-lane Before/After Crash Data

City	Route	Population	Volume (veh/day)	Conversion Year	5 Years Before*		5 Years After*		Crash Reductions	
					Total Crashes	Injury Crashes	Total Crashes	Injury Crashes	Total Crashes	Injury Crashes
Centerville	IA 2/IA 5	5,400	9,100	2009	258	87	92	27	-64%	-69%
Fairfield	Bus US 34	9,400	12,400	2009	296	91	131	43	-56%	-53%
Oskaloosa	US 63	11,600	7,100	2009	121	42	60	17	-50%	-60%
Atlantic	IA 83	6,800	3,500	2013	10	1	1	0	-90%	-100%
Washington	IA 92	7,400	6,700	2013	78	18	50	14	-36%	-22%
Perry-Central*	IA 144	8,000	7,500	2016	20	7	6	0	-70%	-100%
Perry-N/S*	IA 144	8,000	3,000-8,000	2020	25	10	13	4	-48%	-60%
Conversion Site Summary				TOTALS:	808	256	353	105	-56%	-59%

***Notes:** Perry IA 144 North and South segments completed in 2020, so only 3-years of Before (2017-2019)/After (2021-2023) crash data are used.
Perry IA 144 Central segment completed in 2016, 3-year crash data from City project website:

<https://www.perryia.org/first-street-lane-reconfiguration.html>

City of Marshalltown Traffic Volumes

- 2027: 13,500 ADT, 3% Trucks
- 2047: 14,300 ADT, 3% Trucks

Questions?

Benjamin Adey

515-239-1194

Benjamin.Adey@iowadot.us

iowadot.gov



**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Heather Thomas, Public Works Director
Meeting Date: October 27, 2025
Re: Resolution Approving Iowa DOT BHM-4797(629)--8K-64, Center St Viaduct Rehabilitation Project, STR21002, that will be let through Iowa DOT in a tentative letting on January 21, 2026

Strategic Plan Objective:

None of the Top or High Priority Goals identified in the 2025 Strategic Plan are related specifically to the Center Street Viaduct Project; however, a High Priority Goal was to determine allocation of remaining bond proceeds of which the Center Street Viaduct project is utilizing Bond Funds.

Recommended:

Recommend approving Iowa DOT BHM-4797(629)--8K-64, Center St Viaduct rehabilitation project, STR21002, that will be let through Iowa DOT in a tentative letting on January 21, 2026, provided bid comes in within 110% of OPC.

Budget Impact:

Until the project is bid so we know construction costs and enter into a construction engineering agreement, we won't know if we have allocated full funding for the project, but estimate to be about \$135k short if construction bid comes in at OPC or about \$466k short if we allow for a 10% contingency. We have funding available in RUT or Street Bond Funds if a short fall remains. Below is my latest estimate of total project costs:

Expenses:

Item	Vendor	Cost	Notes
Conceptual Engineering	Stanley	\$ 121,400.00	Contract Completed / Paid 12/14/21
Design Engineering	Stanley	\$ 222,400.00	
UP RR Preliminary Reimbursement Agreement	UP Railroad	\$ 25,000.00	
Material for Temporary Finger Joint Welding	Central Iowa Machine	\$ 6,036.00	Contract Completed - Paid 03/10/23
Design Engineering Amend	Stanley	\$ 33,500.00	Executed 05/29/24
UPRR Permit	UP Railroad	\$ 1,000.00	Agreement executed 10/17/25
UPRR Construction	UP Railroad	\$ 90,000.00	Estimate for Council Approval

Reimbursement Agreement			10/27/25
Construction Engineering	TBD	\$ 400,000.00	HAT Estimate, Need to Get from Stanley
Construction	TBD	\$ 3,307,378.00	Stanley's OPC 07/01/2025 with Alt A (Note Alt B would increase it \$1,040)
Construction Contingency	TBD	\$ 330,738.00	Iowa DOT Required 10%
TOTAL		\$ 4,537,452.00	*

Revenue:

Fund / Source	Revenue	Notes
Fund 110 – Road Use Tax (FY21)	\$ 60,700.00	
Fund 110 – Road Use Tax (FY22)	\$ 60,700.00	
Fund 363 – 2021 GO Bond	\$ 1,700,000.00	11/03/21 Bond Sale
Fund 363 – 2021 GO Bond	\$ 750,000.00	Pulled 750k funds from the “Street Improvement Plan” designation that was bonded for when cost estimates increased (09/26/22)
Fund 363 – 2021 GO Bond	- \$ 62,272.00	Fund Swap to Utilize P/F Bond
Fund 354 – Police & Fire Bond	\$ 62,272.00	Fund Swap to Utilize P/F Bond
City Bridge Grant Funds	\$ 1,500,000.00	
TOTAL	\$ 4,071,400.00	*
* This represents a shortfall of \$ 466,052.00. We will have a better idea on costs upon bidding. Potential funding sources for this shortfall include: - Interest we will accrue in Fund 363, 2021 GO Bond that has not yet been allocated. - Street Improvement Plan Funds (363 GO Bond - 2021, 364 GO Bond - 2022, or 365 GO Bond - 2023) - Cash on hand in Fund 110, Road Use Tax		

Description/Background:

The City has submitted all necessary reviews, permits, plans, specifications, and opinion of probable cost (OPC) to the Iowa DOT and are on schedule for Iowa DOT to let on January 21, 2026. Iowa DOT requires the local entity (City of Marshalltown) to have funds secured so that they can award projects if they come in less than 110% of the Engineer's Opinion of Probable Cost (OPC). The OPC is \$3,307,378.00. We are requesting authorization to proceed with contract execution should bids come in less than 110% of the OPC.

PROJECT BACKGROUND: The city's Center Street Viaduct was evaluated in 2020 and 2021 to determine the best options for repair. This resulted in a multi-phase project with the first phase including the following items:

- i. Replace roller bearings / finger expansion joints
- ii. Repaint beam in replacement area
- iii. Partial overlay of bridge deck over north abutment
- iv. Replace deck drains
- v. Repaint Pedestrian Railing
- vi. Repair north vaulted abutment (gun club area)
- vii. Repair south abutment slab

During design, costs of these improvement continued to increase substantially. They essentially doubled what Stanley initially estimated in 2021. As a better handle on what costs would be in the December 2022 / early 2023 timeframe became more evident, several discussion and items were brought forth to Council for further direction, which resulted in the City applying for City Bridge funding in the amount of \$1.5 M in grant funds towards construction, which we have approved the grant funding agreement for in March 2024. City staff did a temporary repair to the finger joints in 2023. With the city bridge funding being federal funds, they included special requirements that were followed to conduct additional environmental review and plan changes. This project will no longer be a local letting, it will go through Iowa DOT letting process, which is scheduled for a January 21, 2026 letting. Iowa DOT will be setting project completion parameters (working day / contract late start or construction completion dates) in the next month or so. Due to federal requirements, we will need to hire a consultant to provide construction phase work to meet federal audit requirements that we don't have staff / software for in-house at a later date as well. I will bring an agreement for that work following the bid letting.

Attachments:

1. 2025-10-27_2025-223_Resolution Approving Center St Viaduct Rehabilitation Project STR21002
2. 64-4797-629_Final Plans_Marshalltown S Center St Bridge

RESOLUTION APPROVING IOWA DOT BHM-4797(629)--8K-64, CENTER ST VIADUCT REHABILITATION PROJECT, STR21002, THAT WILL BE LET THROUGH IOWA DOT IN A TENTATIVE LETTING ON JANUARY 21, 2026

WHEREAS, the Council of the City of Marshalltown desires to rehabilitate the Center St Viaduct; and

WHEREAS, the City received and entered into a \$1.5M grant funding agreement for City Bridge Program (HBP) which requires an Iowa Department of Transportation (DOT) letting; and

WHEREAS, the City has obtained necessary environmental clearance, permits, and completed the design plans, specifications, and opinion of probable cost with all final documents submitted to Iowa DOT; and

WHEREAS, the Engineer's Opinion of Probable Costs for said improvements with Alternate AA – Option 1 is \$3,307,378; and.

WHEREAS, a tentative Iowa DOT letting date of the 21st of January 2026 has been set and the Iowa DOT will plan to award if bids come back less than 110% of the Engineer's Opinion of Probable Cost.

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

Section 1. The Iowa Department of Transportation has authorization to let and provide Notice of Award to the Contractor for said project if the low bid is less than 110% of the Engineer's Opinion of Probable Cost.

Section 2. The Mayor, City Clerk, and Public Works Director of the City is hereby authorized to enter into agreements on behalf of the City above referenced price and conditions.

Passed this 27th day of October 2025, and signed this _____ day of October 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

INDEX OF SHEETS	
No.	DESCRIPTION
A Sheets	Title Sheets
* A.1	Title Sheet
C Sheets	Quantities and General Information
C.2	Project Description
C.3	Estimated Project Quantities
C.4 - 5	Estimate Reference Information
C.7	Standard Road Plans
C.5 - 12	Tabulations
D Sheets	Mainline Plan and Profile Sheets
* D.1	Plan & Profile Legend & Symbol Information Sheet
* D.2	S. Center St - South Bridge Approach Sheet
G Sheets	Survey Sheets
* G.1	Reference Ties and Bench Marks
* G.1	Horizontal Control Tab. & Super for all Alignments
J Sheets	Traffic Control and Staging Sheets
* J.1	Traffic Control Plan
* J.2 - 5	Detour and Traffic Control Sheets
U Sheets	500 Series, Mod.Stds. and Detail Sheets
* U.1 - 2	500 Series, Modified Standards and Detail Sheets
V Sheets	Bridge Plans
* V.1 - 37	Bridge Plans
	* Color Plan Sheets



PLANS OF PROPOSED IMPROVEMENT ON THE
URBAN ROAD SYSTEM
CITY OF MARSHALLTOWN
Bridge Rehabilitation

Bridge Rehabilitation
In the City of Marshalltown, South Center Street over UPRR,
Washington St, Madison St, and Nevada St

SCALES: As Noted

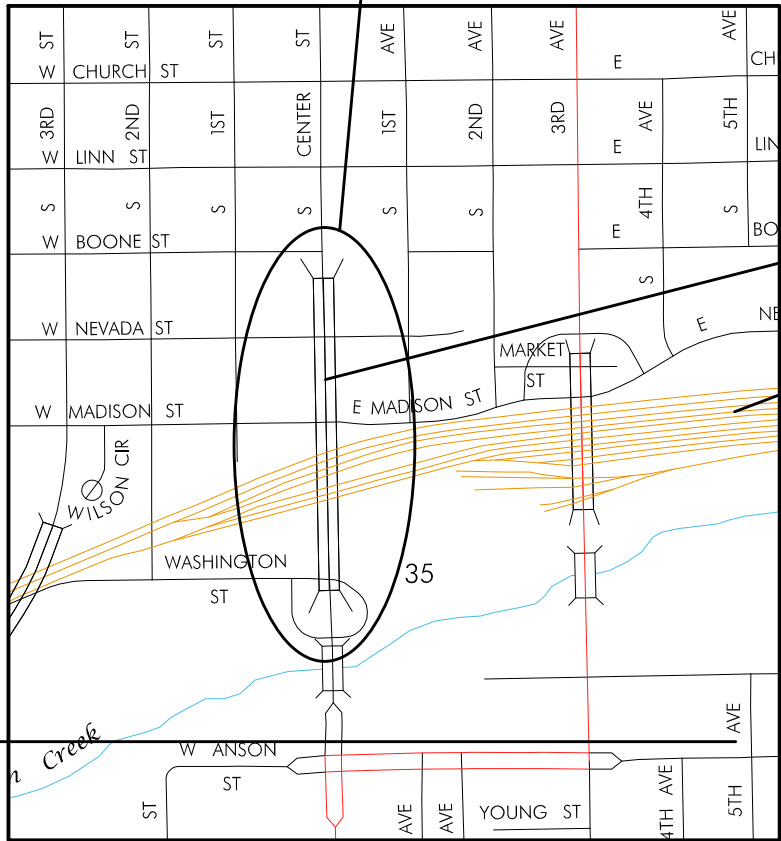
- Refer to the Proposal Form for list of applicable specifications.
- Value Engineering Saves. Refer to Article 1105.13 of the Specifications.
- Refer to C.7 for Standard Road Plans



REVISIONS

	TOTAL
	58
CITY PLAN FILE NUMBER	
PROJECT NUMBER	
BHM-4797(629)--8K-64	
CITY ACTIVITY ID	

PROJECT LOCATION



FHWA STRUCTURE
NO. 35410

UNION PACIFIC RAILROAD
FRA# 190622Y

"National Register of Historic Places" - This property is potentially eligible for the National Register of Historic Places. All work will follow the "Secretary of the Interior's Standard for Rehabilitation." The work shall focus on rehabilitating existing elements rather than replacement. Where the severity of deterioration requires replacement of a distinctive feature, the new feature shall match the old in design, color, texture, and other visual qualities and, where possible, materials.

DESIGN DATA URBAN			
2013	AADT	11,100	V.P.D.
20 --	AADT	--	V.P.D.
20 --	DHV	--	V.P.H.
	TRUCKS	--	%
	Total		
	Design ESALs	--	

INDEX OF SEALS		
SHEET NO.	NAME	TYPE
A.1	Dallas R. Schechinger	Primary Signature Block
C.1	Seth A. Morling	Roadway Design

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

Signature: *Dallas R. Schechinger* Date: 10/17/2025

Printed or Typed Name: Dallas R. Schechinger

My license renewal date is December 31, 2026.

Pages or sheets covered by this seal: A1, V.1-V.37

100_01D
8/15/22

PROJECT DESCRIPTION

Rehabilitation of the S. Center Street Viaduct over Union Pacific Railroad (FHWA No.35410) due to deterioration of the existing structure.

100_01C
4/30/25

ESTIMATED PROJECT QUANTITIES (UP TO A 5 DIVISION PROJECT)														
Item No.	Item Code	Item	Unit	Division 1	Division 2	Division 3	Division 4	Division 5	Total	As Built Division 1	As Built Division 2	As Built Division 3	As Built Division 4	As Built Division 5
1	2301-0685550	BRIDGE APPROACH PAVEMENT, AS PER PLAN	SY	61.70					61.70					
2	2401-6750001	REMOVALS, AS PER PLAN	LS	1.00					1.00					
3	2403-0100000	STRUCTURAL CONCRETE (MISCELLANEOUS)	CY	81.50					81.50					
4	2403-1000010	TRIAL BATCH AND TEST PLACEMENT (FRC)	LS			1.00			1.00					
5	2404-7775005	REINFORCING STEEL, EPOXY COATED	LB	22333.00					22333.00					
6	2408-7800000	STRUCTURAL STEEL	LB	54526.00					54526.00					
7	2413-0698066	DECK OVERLAY (CLASS 0 PCC)	SY		660.00				660.00					
8	2413-0698067	DECK OVERLAY (CLASS HPC-0 PCC)	SY			660.00			660.00					
9	2413-0698074	DECK REPAIR, CLASS A	SY	135.00					135.00					
10	2413-1000005	FIBER REINFORCEMENT FOR CONCRETE REPAIR/OVERLAY	SY			660.00			660.00					
11	2413-1300000	PREFORMED, PRECOMPRESSED, S-E, SEALANT SYS W SILICONE PRE-COATED SURF	LF	96.20					96.20					
12	2426-6772016	CONCRETE REPAIR	SF	424.50					424.50					
13	2499-0800000	PAVING NOTCH REPLACEMENT	LF	37.00					37.00					
14	2499-9000000	MODULAR EXPANSION JOINT ASSEMBLY	LF	74.00					74.00					
15	2499-9000100	MODULAR EXPANSION JOINT ASSEMBLY LEAK TESTING	EA	2.00					2.00					
16	2508-0804000	BRIDGE CLEANING-PAINTING	LS	1.00					1.00					
17	2508-0805000	BLAST CLEAN OF STRUCTURAL STEEL	LS	1.00					1.00					
18	2508-0970000	CONTAINMENT	LS	1.00					1.00					
19	2508-0990000	PAINT WASTE TRANSPORT AND DISPOSAL	LS	1.00					1.00					
20	2508-0991000	PAINTING OF STRUCT STEEL	LS	1.00					1.00					
21	2510-6745640	REMOVAL OF EXISTING P.C. OVERLAY	SY	660.00					660.00					
22	2510-6745850	REMOVAL OF PAVEMENT	SY	61.70					61.70					
23	2527-9263209	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	0.60					0.60					
24	2528-2518000	SAFETY CLOSURE	EACH	7.00					7.00					
25	2528-8445110	TRAFFIC CONTROL	LS	1.00					1.00					
26	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	CDAY	42.00					42.00					
27	2533-4980005	MOBILIZATION	LS	1.00					1.00					
28	2595-0005150	RAILROAD PROTECTIVE LIABILITY INSURANCE FOR UNION PACIFIC RAILROAD CO.	LS				1.00		1.00					
29	2599-9999009	SILICONE JOINT SEALANT	LF	609.60					609.60					
30	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	LF	80.00					80.00					
31	2602-0000351	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	LF	80.00					80.00					

Division 1 - City of Marshalltown
Division 2 - Alternate AA Option 1
Division 3 - Alternate AA Option 2
Division 4 - Non-Participating (Federal Aid)

ESTIMATE REFERENCE INFORMATION			100_04A 6/2/23
Item No.	Item Code	Description	
1	2301-0685550	BRIDGE APPROACH PAVEMENT, AS PER PLAN	
		Refer to Tab 112-6 in C sheets for location and details.	
		Includes Certified Plant Inspection per Section 2521.	
2	2401-6750001	REMOVALS, AS PER PLAN	
		Includes All Work for Removal and Off-Site Disposal of Portions of Barrier Rails, Portions of the Deck and Sidewalk, Portions of Beams near Piers 8 and 14, Expansion Joints at Abutments, Joints at Piers 8 and 14, and Deck Drains at Abutments and Piers 8 and 14. Removal of Scheduled Items shall be in Accordance with Section 2401, of the Standard Specifications. Any Damage to Material not to be Removed shall be the Responsibility of the Contractor and Repaired at no Extra Cost to the City. Includes cost of removal plan which has been prepared, signed, and sealed by a professional engineer licenced in the state of Iowa.	
3	2403-0100000	STRUCTURAL CONCRETE (MISCELLANEOUS)	
		Includes Cleaning Existing Concrete at Barriers, Abutment Seats, Abutment Wash Areas, and Abutments Backwalls, including furnishing and Placing Sealer at Barriers, Abutment Wash Areas, Abutment Backwalls. Includes Certified Plant Inspection per Section 2521.	
4	2403-1000010	TRIAL BATCH AND TEST PLACEMENT (FRC)	
		Refer to Developmental Specification for Fiber Reinforcement for Structural Concrete.	
5	2404-7775005	REINFORCING STEEL, EPOXY COATED	
		Includes All Installation Cost for Dowels.	
6	2408-7800000	STRUCTURAL STEEL	
		Includes cost of furnishing and installing structural steel items as shown in these plans. Quantity includes girder sections, splice plates, diaphragms, bearing assemblies, deck drains, and associated hardware. Includes cost of temporary support plan which has been prepared, signed, and sealed by a professional engineer licensed in the state of Iowa.	
7	2413-0698066	DECK OVERLAY (CLASS O PCC)	
		Includes cleaning existing concrete at barriers. Includes furnishing and placing concrete sealer at barriers. Includes replacing E Joint at end of deck. Includes Certified Plant Inspection per Section 2521.	
8	2413-0698067	DECK OVERLAY (CLASS HPC-O PCC)	
		Includes cleaning existing concrete at barriers. Includes furnishing and placing concrete sealer at barriers. Includes replacing E Joint at end of deck. Refer to Developmental Specification for Fiver Reinforcement for Structural Concrete. Includes Certified Plant Inspection per Section 2521.	
9	2413-0698074	DECK REPAIR, CLASS A	
		Includes North Vaulted Abutment Class A Deck Repair, estimated as 20% of the Total North Abutment Vault Slab Area. Includes Certified Plant Inspection per Section 2521.	
10	2413-1000005	FIBER REINFORCEMENT FOR CONCRETE REPAIR/OVERLAY	
		Refer to Developmental Specifications for Fiber Reinforcement for Structural Concrete.	
11	2413-1300000	PREFORMED, PRECOMPRESSED, S-E, SEALANT SYS W SILICONE PRE-COATED SURF	
		Includes All Cost to Install New Preformed, Pre-Compressed, Self Expanding, Sealant System with Silicone Pre-Coated Surface at the North Abutment and South Abutments Joints for the Full Width of the Bridge, Refer to Design Sheet V.36 for Details and Notes. The Number of Feet of Sealant System Installed shall be Paid for at the Contract Price per Foot based on Plan Quantities. The Payment shall be Full Compensation for All Work to Furnish and Install New Sealant System and Leak Test. All Work and Material Necessary for the Installation of the Sealant System shall Comply with the Recommendations of the Manufacturer.	

ESTIMATE REFERENCE INFORMATION			100_04A 6/2/23
Item No.	Item Code	Description	
12	2426-6772016	CONCRETE REPAIR	
		Includes costs associated with coordinating with the gun club as indicated in the General Notes.	
		Includes Certified Plant Inspection per Section 2521.	
13	2499-0800000	PAVING NOTCH REPLACEMENT	
		Includes 2.6 cy of Structural Concrete Class C, Excavation, Removing and Disposing Concrete removed to form the Shear Keyways, Drilling Holes for Dowel Bars, 618 lbs epoxy coated reinforcing, and Polymer Grout Material. Includes Certified Plant Inspection per Section 2521. Method of measurement and basis of payment shall be the quantity shown in the contract documents. See sheet V.26 for additional information.	
14	2499-9000000	MODULAR EXPANSION JOINT ASSEMBLY	
		Includes all cost to furnish and install of the Modular Expansion Joints at piers 8 and 14, Including the Anchorage System Neoprene Glands, Temporary Erection Materials, and their Anchorage Systems. Refer to sheet V.34 for Modular Joint Assembly Notes. Refer to Developmental Specification for Modular Expansion Joint Assembly for additional information.	
15	2499-9000100	MODULAR EXPANSION JOINT ASSEMBLY LEAK TESTING	
		Includes All Labor, and equipment leak testing of the modular joints at Piers 8 and 14. Refer to Developmental Specification for Modular Expansion Joint Assembly for additional information.	
16	2508-0804000	BRIDGE CLEANING-PAINTING	
17	2508-0805000	BLAST CLEAN OF STRUCTURAL STEEL	
18	2508-0970000	CONTAINMENT	
19	2508-0990000	PAINT WASTE TRANSPORT AND DISPOSAL	
20	2508-0991000	PAINTING OF STRUCT STEEL	
		Includes cleaning and painting the pedestrian railing and zone cleaning and paining structural steel in the following locations: south abutment, pier 8, pier 14, and north abutment. See details in the plans for additional information, limits, and locations.	
21	2510-6745640	REMOVAL OF EXISTING P.C. OVERLAY	
		Includes all costs for removal of the existing 3.5 In. of overlay at the vaulted north abutment, including the required hand removal of 0.5 In. of existing overlay and removal of 0.25 In. existing slab to the new classification line due to limit damage to existing structural steel. See Sheet V.21 for Details. Hydrodemolition is an optional method of removal for the existing overlay. Costs associated with hydrodemolition will be included in the bid price for Removal of Existing P.C. Overlay and no additional payment shall be made. Refer to Special Provisions for Partial Removal of Existing Bridge Deck Using Hydrodemolition and Removal of existing overlay noted on Sheet V.04 for additional information. Method of measurement and basis of payment shall be the quantity shown in the contract documents. See sheet V.26 for additional information.	
22	2510-6745850	REMOVAL OF PAVEMENT	
		Refer to Tab 110-1 in C sheets for location and additional details.	
23	2527-9263209	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	
		Refer to Tab 108-22 in C sheets for locations and additional details.	
24	2528-2518000	SAFETY CLOSURE	
		Refer to Tab 108-13A in C sheets and J sheets for locations and additional details.	
25	2528-8445110	TRAFFIC CONTROL	
26	2528-9290050	PORTABLE DYNAMIC MESSAGE SIGN (PDMS)	
		Refer to J sheets for details.	
27	2533-4980005	MOBILIZATION	
		--	

ESTIMATE REFERENCE INFORMATION			100_04A 6/2/23
Item No.	Item Code	Description	
28	2595-0005150	RAILROAD PROTECTIVE LIABILITY INSURANCE FOR UNION PACIFIC RAILROAD CO.	
		Refer to Developmental Specifications for Construction or Maintenance Work on Railroad Righ-of-Way	
		(Union Pacific Railroad).	
29	2599-9999009	SILICONE JOINT SEALANT	
		Includes all costs and labor for removing existing jt, cleaning concrete, furnishing, installing,	
		and water tight testing of the new sealant system of the north vaulted abutment joints as shown on sheet	
		V.21. Joint sealer shall be in accordance with article 4136 of the Standard Specifications.	
		Method of measurement and basis of payment shall be to the nearest tenth of a foot as	
		measured in the field by the engineer. Refer to Sheet V.05 for leak testing notes.	
30	2602-0000312	PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE, 12 IN. DIA.	
31	2602-0000351	REMOVAL OF PERIMETER AND SLOPE OR DITCH CHECK SEDIMENT CONTROL DEVICE	
		Refer to Tab 100-19 in C sheets for details and locations. Item includes 25% additional	
		quantity for field adjustments and replacements.	

PERIMETER AND SLOPE SEDIMENT CONTROL DEVICE Possible Standards: EC-204 100_19 10/15/24							
Line No.	Station From	Station To	Side	Sediment Control Device Type	Diameter Size	Length (LF)	Remarks
	44+00.00	44+30.00		Perimeter and Slope	12 inch	60.00	Left and Right Side

105_04 10/21/25 STANDARDS The following Standards apply to construction work on this project.		
Number	Date	Title
BR-211	10-21-25	Bridge Approach (Abutting PCC or Composite Pavement)
EC-204	10-19-21	Perimeter, Slope and Ditch Check Sediment Control Devices
PM-110	10-15-24	Line Types
PV-101	10-21-25	Joints
PV-102	10-21-25	PCC Curb Details
TC-1	10-15-19	Work Not Affecting Traffic (Two-Lane or Multi-Lane)
TC-252	10-21-25	Routes Closed to Traffic
TC-601	10-15-19	Pedestrian Detour

108_13A 3/27/25 SAFETY CLOSURES Refer to Section 2528 of the Standard Specifications			
Station	Road Closure Qty.	Hazard Closure Qty.	Remarks
57+50.00	1		Stage A - Under Viaduct
45+20.00	1		W. of bridge - EB traffic
42+61.00	1		South End of Bridge
61+50.00	1		North End of Bridge
61+50.00	1		Stage B - Viaduct Access
53+60.00	1		Stage A - Under Viaduct
58+00.00	1		Stage B - Under Viaduct
Total: 7			

108_22

10/21/25

PAVEMENT MARKING LINE TYPES

Line factors based on 6-inch wide continuous line.

*BCY4 - Place on the same side of the roadway to match existing markings near the project.

**NPY4 - Estimating purposes only. No Passing Zone Lines will be located in the field.

***MNY6 - Factor of 1.00 includes number of 6-inch passes to cover median nose area.

BCY4: Broken Centerline (Yellow) @ 0.17

CBW6: Crosswalk Bar (White) @ 10.00

CLW6: Crosswalk Line (White) @ 2.00

DLW4: Dotted Line (White) @ 0.22

ELW6: Edge Line Right (White) @ 1.00

MNY6: Median Nose (Yellow) @ 1.00

RLY4: Ramp Edge Line Left (Yellow) @ 0.67

SPW4: Sloped Curb 4" (White) @ 2.16

STY6: Standard Curb 6" (Yellow) @ 2.03

BCY6: Broken Centerline (Yellow) @ 0.25

CHW8: Channelizing Line (White) @ 1.33

DCY4: Double Centerline (Yellow) @ 1.34

DLW6: Dotted Line (White) @ 0.33

ELY4: Edge Line Left (Yellow) @ 0.67

NPY4: No Passing Zone Line (Yellow) @ 0.84

RLY6: Ramp Edge Line Left (Yellow) @ 1.00

SPW6: Sloped Curb 6" (White) @ 2.28

YLW2: Yield Line (White) @ 1.15

BLC6: Broken Line Contrast (White/Black) @ 0.50

CHW10: Channelizing Line (White) @ 1.67

DCY6: Double Centerline (Yellow) @ 2.00

DLY4: Dotted Line (Yellow) @ 0.22

ELY6: Edge Line Left (Yellow) @ 1.00

NPY6: No Passing Zone Line (Yellow) @ 1.25

SLW2: Stop Line (White) @ 4.00

SPY4: Sloped Curb 4" (Yellow) @ 2.16

BLW4: Broken Lane Line (White) @ 0.17

CHY8: Channelizing Line (Yellow) @ 1.33

DDY4: Double Dotted Line (Yellow) @ 0.44

DLY6: Dotted Line (Yellow) @ 0.33

LDW8: Lane Drop (White) @ 0.33

RLW4: Ramp Edge Line Right (White) @ 0.67

SLW4: Solid Lane Line (White) @ 0.67

SPY6: Sloped Curb 6" (Yellow) @ 2.28

BLW6: Broken Lane Line (White) @ 0.25

CHY10: Channelizing Line (Yellow) @ 1.67

DDY6: Double Dotted Line (Yellow) @ 0.67

ELW4: Edge Line Right (White) @ 0.67

LDW10: Lane Drop (White) @ 0.42

RLW6: Ramp Edge Line Right (White) @ 1.00

SLW6: Solid Lane Line (White) @ 1.00

STW6: Standard Curb 6" (Yellow) @ 2.03

Line No.	Road ID	Station From	Station To	Lane	Marking Type	Left	Center	Right	Groove Marking Needed?	Groove Qty. (STA)	DCY6 (STA)	DCY6 Factored (STA)	ELW6 (STA)	ELW6 Factored (STA)	ELY4 Factored (STA)	Remarks
1.0	S Center St	44+15.00	44+30.00		Waterborne/Solvent Paint	X	X	X			0.15	0.30	0.30	0.30		
2.0	Bid Quantity: Painted Pavement Markings											0.60				

REMOVAL OF PAVEMENT Refer to Tabulation 102-5.							110_01 4/5/24
* Not a bid item.							
Line No.	Station From	Station To	Side	Pavement Type	Area (SY)	Saw Cut* (LF)	Remarks
	44+15.00	44+30.00	Both	PCC	61.7	37.0	South Approach - First Panel

112_06
2/22/24

BRIDGE APPROACH SECTION
Refer to the BR Series.

* Not a bid item

Line No.	Bridge Station	End	Skew Ahead Left (Degrees)	Skew Ahead Right (Degrees)	(T) Thickness (IN)	Pay Length (FT)	Non-Reinf. Area (SY)	Single-Reinf. Area (SY)	Double-Reinf. Area (SY)	SRP Approach	SRP Abutment Type	SRP Abutting Pavement	Perforated * 4" Subdrain (LF)	Subdrain * Outlet (STA)	Subdrain * Outlet Side	Porous * Backfill (CY)	Class 'A' * Crushed Stone Backfill (CY)	Modified * Subbase (TON)	Polymer * Grid (SY)	Special * Backfill (TON)	Remarks
		S			12.0	15.0			61.7		Fixed	BR-211						80.800	68.4		See U Sheets for Details

FILE NO.

ENGLISH

DESIGN TEAM

Stanlev Consultants Inc.

CITY OF MARSHALLTOWN COUNTY

PROJECT NUMBER

BHM-4797(629)--8K-64

SHEET NUMBER

C.11

9/12/2025 1:07:00 PM

SETH.MORLING@IOWAID

Page 240 of 455

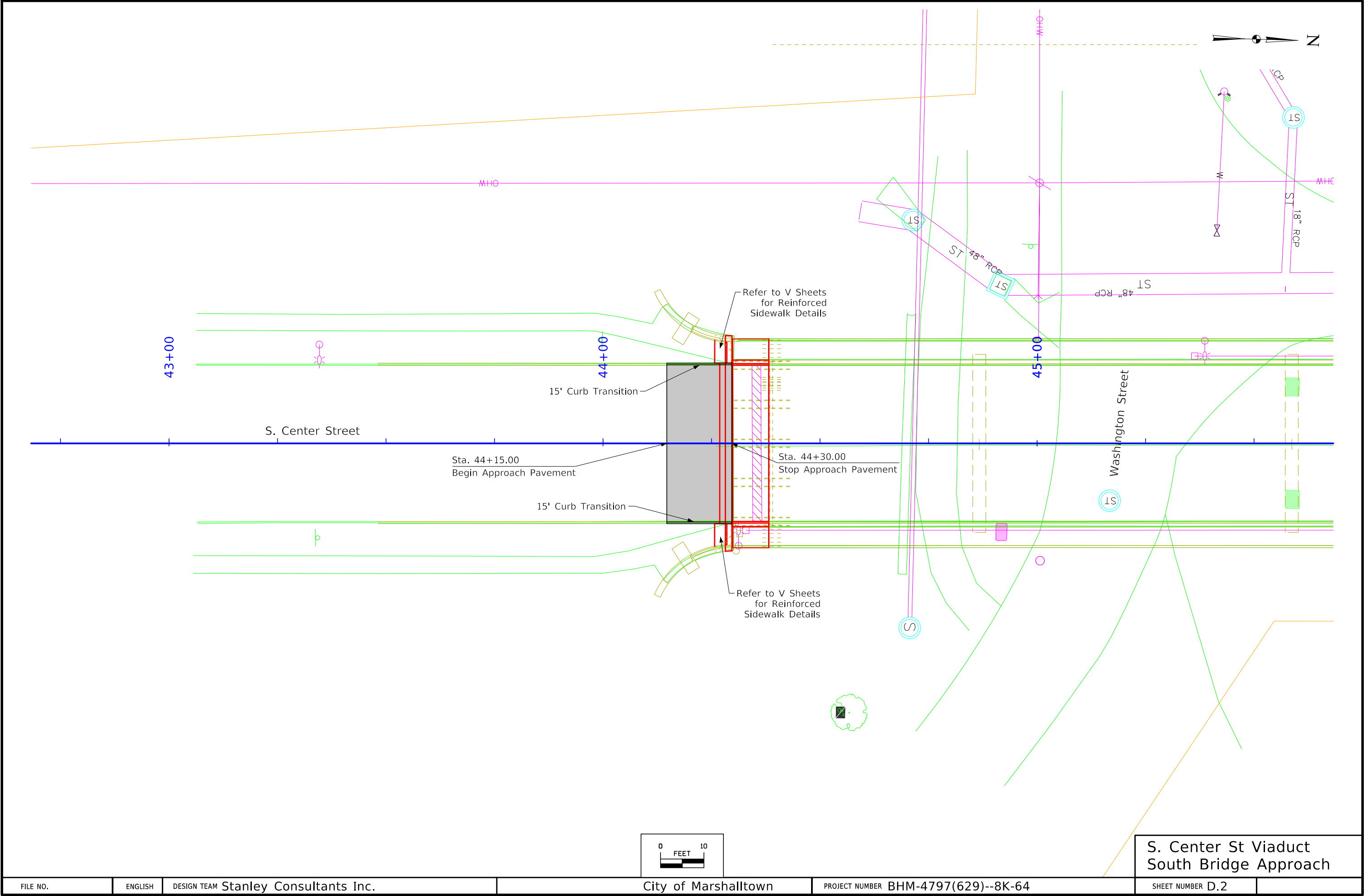
LEGEND	
(NOT ALL ITEMS IN LEGEND EXIST ON SUBJECT PROPERTY)	
	C.E.C. CONTROL POINT & BENCHMARKS
	FOUND CORNERS
	SET PROPERTY CORNER (5/8" I.R. W/BUE CAP #1030) UNLESS OTHERWISE NOTED)
	PROPERTY BOUNDARY
	LOT LINES
	ORIGINAL PLATTED LOT LINES
	TREE LINE
	EDGE OF ASPHALTIC CEMENT CONCRETE (HOT MIX ASPHALT - HMA)
	BACK OF PORTLAND CEMENT CONCRETE (P.C.C.) CURB & EDGE OF PORTLAND CEMENT CONCRETE SLAB
	GUTTER
	CENTERLINE STREET
	SIDEWALK
	EXISTING CHAIN LINK FENCE
	EXISTING PIPE FENCE
	EXISTING WIRE FENCE
	OVERHEAD WIRES (X = NUMBER OF WIRES)
	UNDERGROUND FIBER OPTIC LINES
	STORM SEWER AND SIZE
	SANITARY SEWER AND SIZE
	WATER MAIN AND SIZE
	GAS MAIN AND SIZE
	UNDERGROUND ELECTRIC
	UNDERGROUND CABLE TELEVISION LINE
	UNDERGROUND TELEPHONE LINE
	RETAINING WALL
	EXISTING BUILDING
MAPS	UTILITY LOCATION BASED ON MAPS PROVIDED BY THE IOWA ONE CALL SERVICE (APPROXIMATE LOCATIONS ONLY)
EST	ESTIMATED LOCATION BASED ON A COMBINATION OF SURVEY DATA, UTILITY MAPS, AND THE ORIGINAL SITE PLAN.
PLANS	LOCATION BASED ON ORIGINAL CONSTRUCTION DRAWINGS PROVIDED BY THE CITY OF URBANDALE.
B/B	BACK OF CURB TO BACK OF CURB
CI & DIP	CAST IRON PIPE & DUCTILE IRON PIPE
VCP	VITRIFIED CLAY PIPE
RCP	REINFORCED CONCRETE PIPE
RCB	REINFORCED CONCRETE BOX CULVERT
	CLEAN OUT
	SANITARY & STORM MANHOLE
	OPEN THROAT INTAKE OR MG INTAKE
	SINGLE & DOUBLE BACK OF CURB(B/C) INTAKE
	STORM AREA INTAKE
	COMMUNICATIONS RISER
	COMMUNICATIONS RISER
	ELECTRIC TRANSFORMER
	ELECTRIC METER
	ELECTRIC BOX
	WOOD POWER POLE WITH LIGHT
	POWER POLE
	STEEL STREET LIGHT POLE
	METAL LIGHT POLE
	GUYWIRE ANCHOR
	FIRE HYDRANT
	WATER MAIN GATE VALVE
	WATER MAIN STOP BOX VALVE
	SIGN
D.	DEEDED BEARING & DISTANCE
P.	PREVIOUSLY RECORDED BEARING & DISTANCE
M.	MEASURED BEARING & DISTANCE
FFE	FINISHED FLOOR ELEVATION
P.C.C.	PORTLAND CEMENT CONCRETE
A.C.C.	ASPHALTIC CEMENT CONCRETE
C.M.U.	CONCRETE MASONRY UNIT
	FLAGPOLE
I.R.	IRON ROD
I.P.	IRON PIPE
BK. ???, PG. ????	COUNTY RECORDER'S INDEXING BOOK AND PAGE
	EXISTING DECIDUOUS TREE & GALIPER SIZE (GRAPHIC TREE SIZE IS REPRESENTATIVE OF APPROXIMATE DRIP LINE)
	EXISTING EVERGREEN TREE & GALIPER SIZE (GRAPHIC TREE SIZE IS REPRESENTATIVE OF APPROXIMATE DRIP LINE)
BH	BUILDING HEIGHT MEASURED FROM THE EXISTING GROUND TO PEAK (HEIGHT ACCURACY = +/- 0.5 FEET)
	PROPERTY ADDRESS

PLAN VIEW COLOR LEGEND OF PLAN AND PROFILE SHEETS			
LINEWORK	Design	Color	No.
Green	(2)		Existing Topographic Features and Labels
Blue	(1)		Proposed Alignment, Stationing, Tic Marks, and Alignment Annotation
Magenta	(5)		Existing Utilities
SHADING	Design	Color	No.
Lavender	(9)		Temporary Pavement Shading
Gray, Light	(48)		Proposed Pavement Shading
Gray, Med	(80)		Proposed Granular Shading
Gray, Dark	(112)		Proposed Grade and Pave Shading "In conjunction with a paving project"
Brown, Light	(236)		Grading Shading
Tan	(8)		Proposed Sidewalk Shading
Blue, Light	(230)		Proposed Sidewalk Landing Shading
Pink	(11)		Proposed Sidewalk Ramp Shading

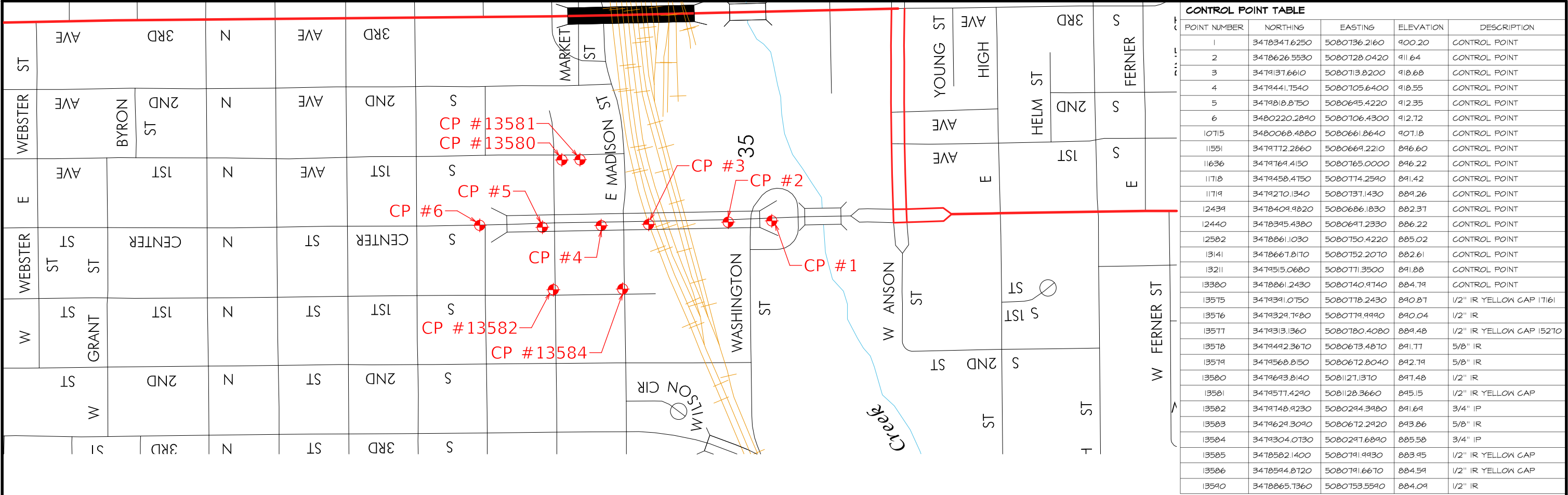
PROFILE VIEW COLOR LEGEND OF PLAN AND PROFILE SHEETS			
LINEWORK	Design	Color	No.
Green	(2)		Existing Ground Line Profile
Blue	(1)		Proposed Profile and Annotation
Magenta	(5)		Existing Utilities
Blue, Light	(230)		Proposed Ditch Grades, Left
Black	(0)		Proposed Ditch Grades, Median
Rust	(14)		Proposed Ditch Grades, Right

PLAN AND PROFILE
LEGEND AND SYMBOL
INFORMATION SHEET

(COVERS SHEET SERIES D)



FILE NO.	ENGLISH	DESIGN TEAM Stanley Consultants Inc.	City of Marshalltown	PROJECT NUMBER BHM-4797(629)--8K-64	SHEET NUMBER D.2
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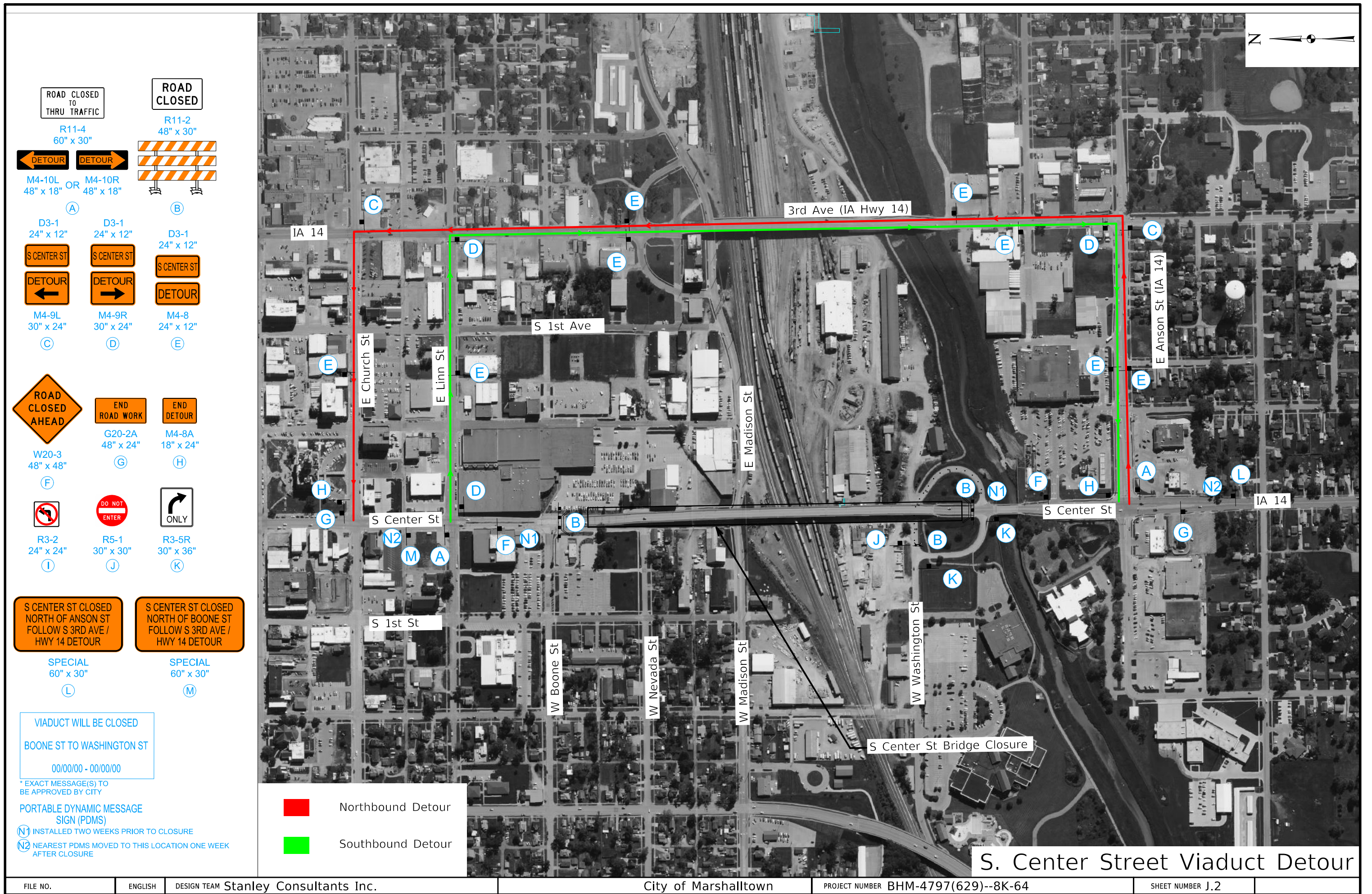


ALIGNMENT COORDINATES

Name	Location	Point on Tangent			Begin Spiral			Begin Curve			Simple Curve PI or Master PI of SCS			End Curve			End Spiral		
		Station	Coordinates		Station	Coordinates		Station	Coordinates		Station	Coordinates		Station	Coordinates		Station	Coordinates	
			Y (Northing)	X (Easting)		Y (Northing)	X (Easting)		Y (Northing)	X (Easting)		Y (Northing)	X (Easting)		Y (Northing)	X (Easting)		Y (Northing)	X (Easting)
C1	S. Center	40+75.85	3478034.81	5080776.42															
C2	S. Center	62+70.19	3480228.31	5080715.71															

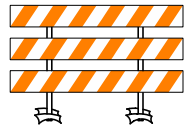
108-23A 08-01-08	
TRAFFIC CONTROL PLAN	
S. Center Street Viaduct: - Close S. Center Street viaduct from south of Washington St to south of W. Boone St for the duration of the project using a signed detour to re-route traffic. Refer to Sheets J.2 and J.3 for additional details. S. Center Street - Under Viaduct: Traffic Control shall be staged for work under the S Center St viaduct. The Contractor can elect to perform Stage A or Stage B first, but both stages can not be closed at the same time. Stage A: Joint Rehabilitation near Pier 8 - Close the area shown on J.4, north of W Madison St and south of W Nevada St during joint rehabilitation. - Refer to Sheet J.4 for details. Stage B: N. Abutment Repairs - Close the area shown on J.5, north of W Nevada St and south of W Boone St during repairs. - Refer to Sheet J.5 for details. Pedestrian Detour: Northbound Pedestrian Traffic: East on E Anson St, North on S 3rd Ave, West on E Linn St Southbound Pedestrian Traffic: East on E Linn St, South on S 3rd Ave, West on E Anson St	

111-01 04-17-12	
COORDINATED OPERATIONS	
Other work in progress during the same period of time will include the construction of the projects listed. Coordinate operations with those of other contractors working within the same area.	
Project	Type of Work
Main Street Reconstruction (1st Ave to 3rd Ave)	Utility, Street, and sidewalk replacement



ROAD
CLOSED

R11-2
48" x 30"



(B)



R3-2
24" x 24"

(I)



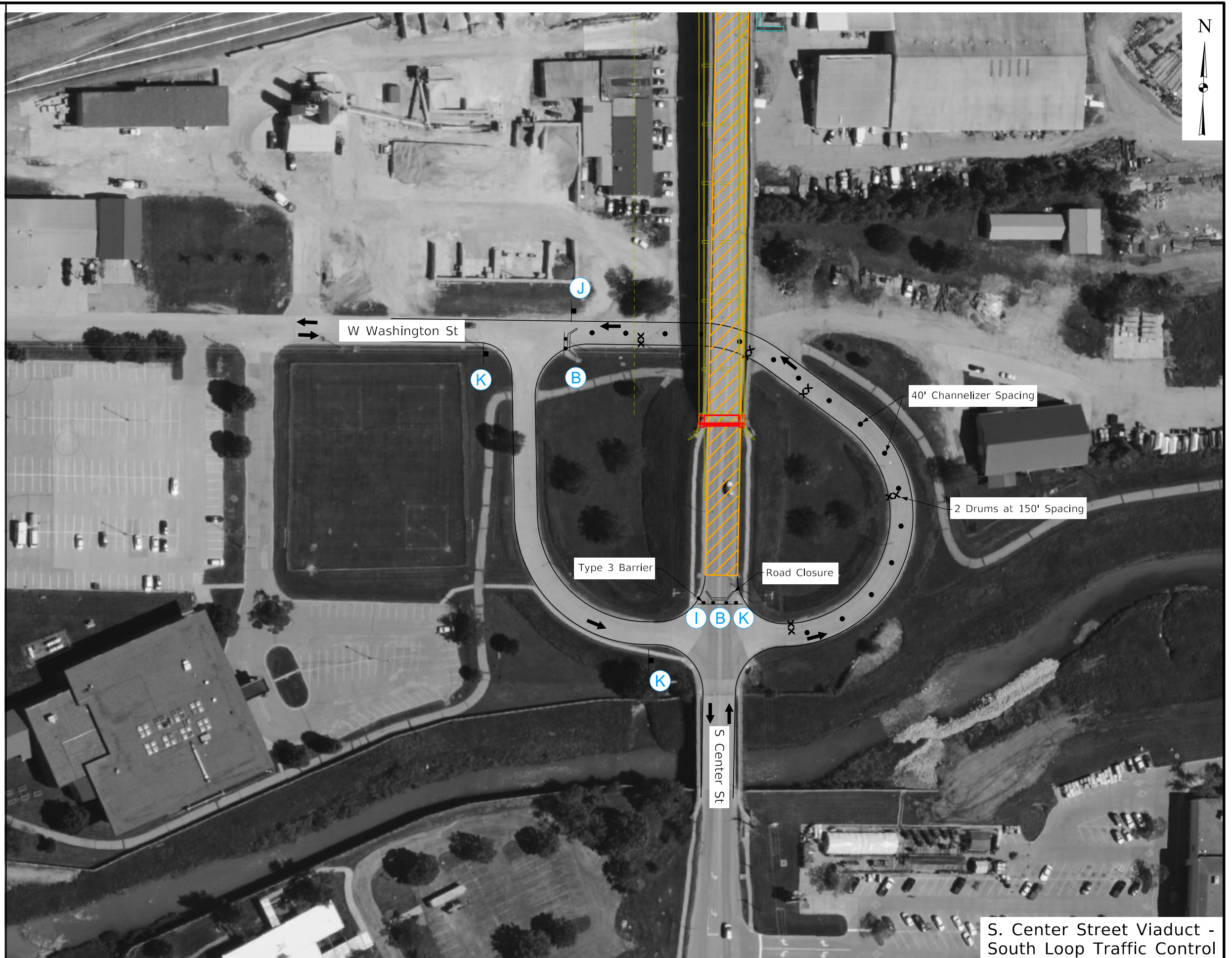
R5-1
30" x 30"

(J)



R3-5R
30" x 36"

(K)



S. Center Street Viaduct -
South Loop Traffic Control

FILE NO.

ENGLISH

DESIGN TEAM Stanley Consultants Inc.

City of Marshalltown

PROJECT NUMBER BHM-4797(629)--8K-64

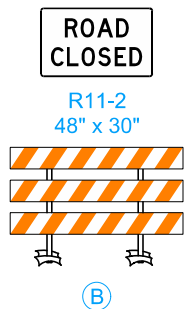
SHEET NUMBER J.3

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7/1/2025

9474

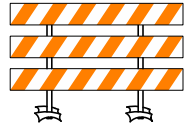
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FILE NO.	ENGLISH	DESIGN TEAM Stanley Consultants Inc.	City of Marshalltown	PROJECT NUMBER BHM-4797(629)--8K-64	SHEET NUMBER J.4	
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ROAD
CLOSED

R11-2
48" x 30"



B

S 1st St

W Boone St

Viaduct
Closure
Stage B

B

B

B

W Nevada St

S. Center Street (Under Viaduct) - Traffic Control
Stage B: N. Abutment Repairs

FILE NO.

ENGLISH

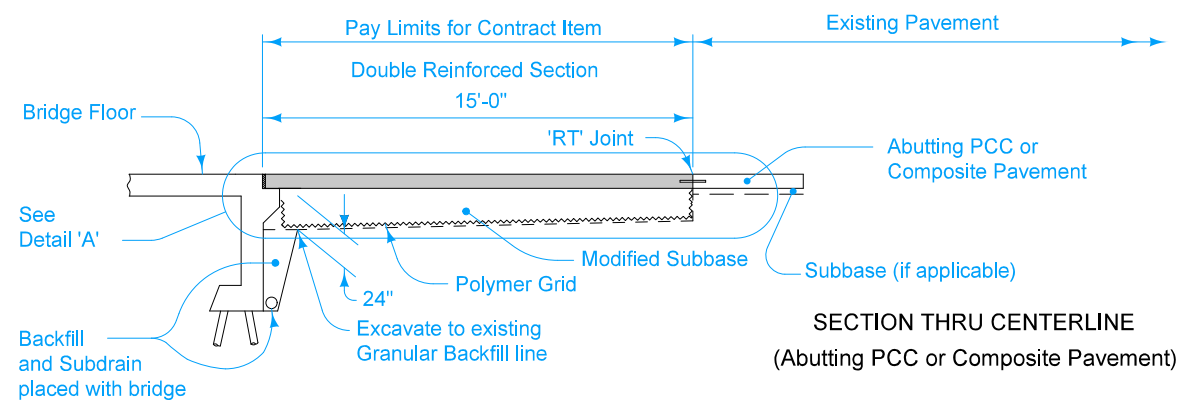
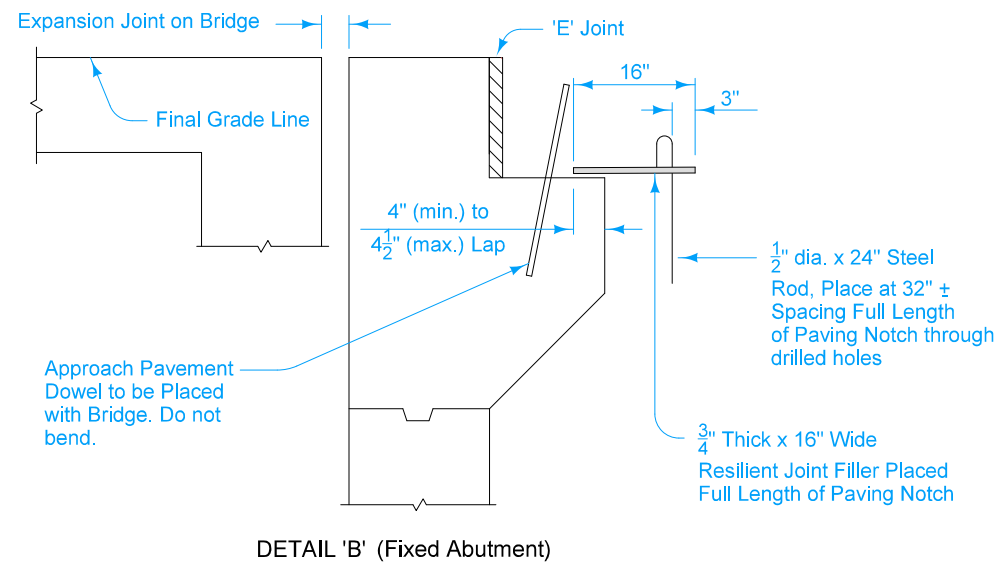
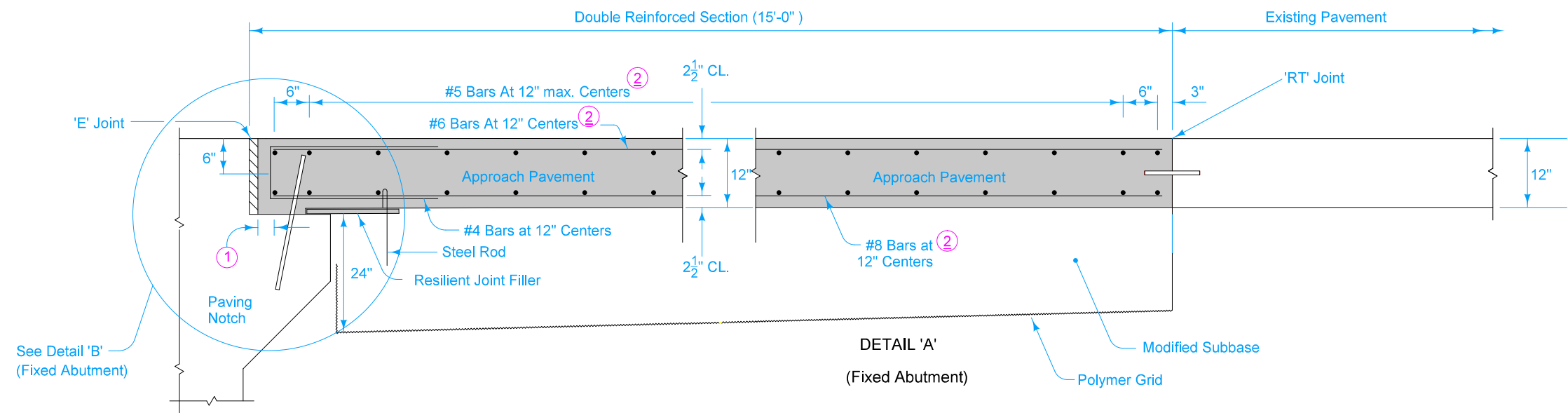
DESIGN TEAM Stanley Consultants Inc.

City of Marshalltown

PROJECT NUMBER BHM-4797(629)--8K-64

SHEET NUMBER J.5

11:12:01 06/27/2025 10313 pw:\\SCI-PW\\INTEG-2.stanleygroup.com:Datasource-1\\Documents\\City_of_Marshalltown\\29951.01 - South Center St. Bridge Rehabilitation\\11-CADD\\Design-Road\\Sheet_Files\\SHT_29951_J05.dgn



- ① 2" min. to 2 1/2" max. clear to bent bar.
- ② Minimum lap length: #5 Bars - 18"
#6 Bars - 27"
#8 Bars - 48"

For joint details, refer to [PV-101](#).

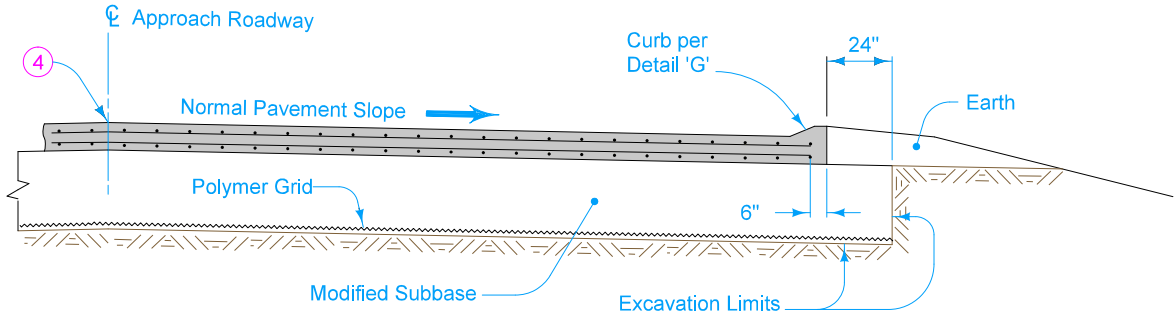
For curb details, see Detail 'G'.

All transverse bars are #5.

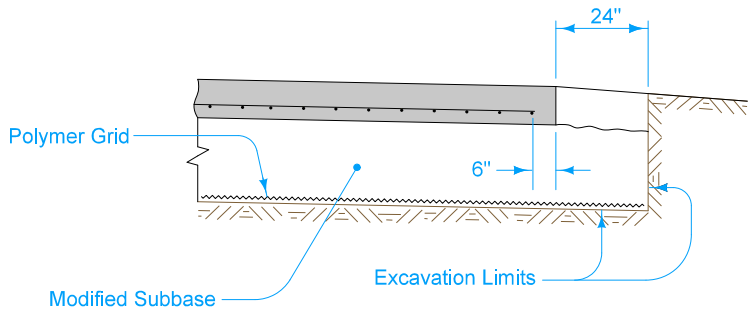
Contract Item:
Bridge Approach, As Per Plan

Tabulation:
[C.3, 112-6](#)

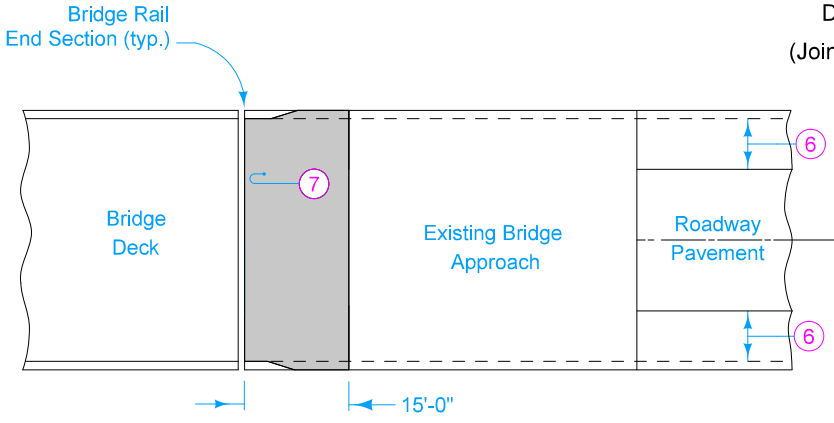
MODIFIED STANDARD ROAD PLAN		
	SHEET 1 of 2	
r. MODIFIED:	Changed to show only 15 ft of double reinforced pavement.	
DOUBLE REINFORCED 12" APPROACH		



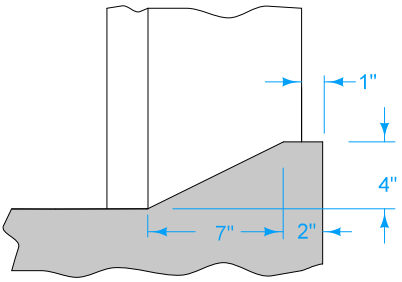
SECTION A-A



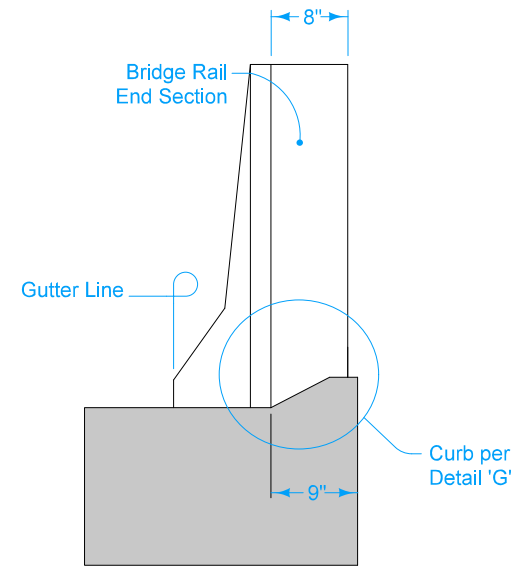
SECTION B-B



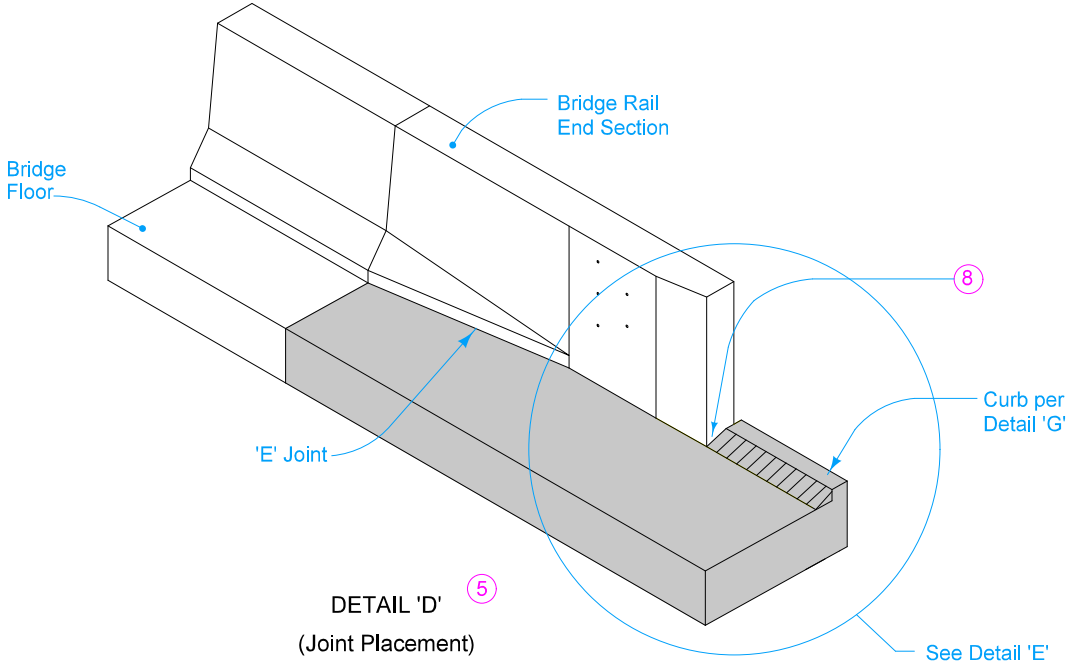
APPROACH PAVEMENT
LAYOUT AT A SKEW



DETAIL 'G'



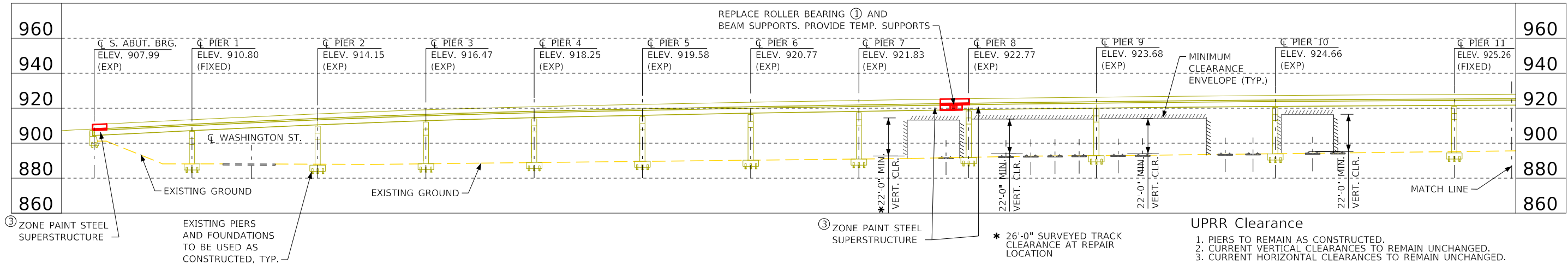
DETAIL 'E'
(Back of Curb Placement)



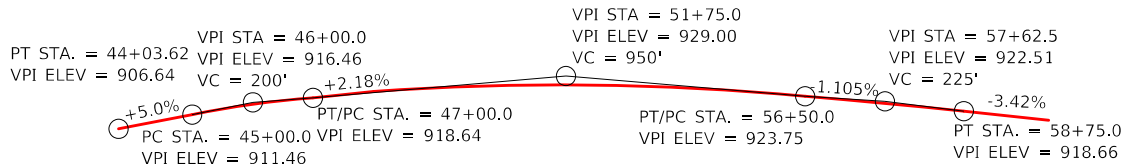
DETAIL 'D'
(Joint Placement)

- ④ Longitudinal Joint (**PV-101**):
Single pour - Saw cut joint per Detail B.
Two pours - Use 'KS-2' joint.
- ⑤ Refer to BR-211.
- ⑥ Design shoulder width.
- ⑦ Reinforced bridge approach section.
- ⑧ Expansion joint at end of Bridge Rail End Section: Place joint filler the full depth of the bridge approach pavement. In areas with curb, place full depth of pavement plus curb and shape material to fit the shape of the curb per Section B-B of PV-101. Seal joint per Detail F of PV-101.
 - Fixed Abutment Bridges: Type 'E' joint.

MODIFIED		
STANDARD ROAD PLAN		
MODIFIED: Changed to show only 15 ft of double reinforced pavement.		SHEET 2 of 2
DOUBLE REINFORCED 12" APPROACH		

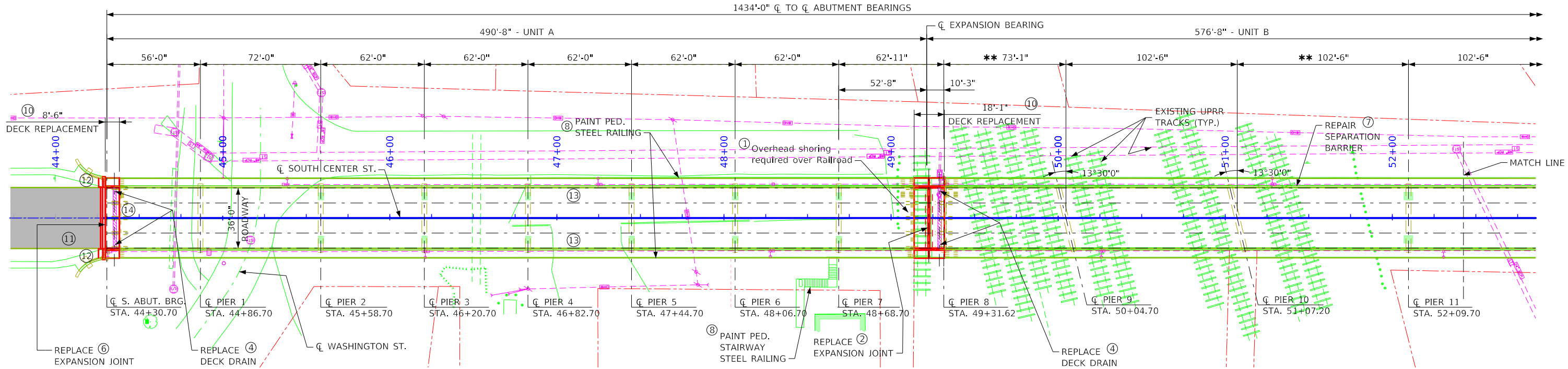


Longitudinal Section Along Centerline Approach Roadway



Existing & Proposed Profile Grade (U.A.C.)
(Original Construction Profile Grade Elevations - 1949)

Notes:
** VARIABLE SPAN LENGTHS DUE TO SKEWED PIERS 9 & 10.



Situation Plan

Location

South Center St. over UPRR,
Washington St., Madison St.,
and Nevada St.
In City of Marshalltown
T-84N R-18W
Section 35
Marshall Township
Marshall County
FHWA No. 035410
Bridge ID No. 64-035410
Latitude 42.040641°
Longitude -92.912824°
RR Crossing DOT #1906224

Traffic Estimate

2013 AADT 11,100 V.P.D.

Repair Items:

- 1 REPLACE ROLLER BEARINGS AND BEAM SUPPORTS NEAR PIER 8 AND PIER 14.
- 2 REPLACE EXPANSION JOINTS NEAR PIER 8 AND PIER 14.
- 3 ZONE PAINT STEEL SUPERSTRUCTURE.
- 4 REPLACE DECK DRAINS AT SOUTH ABUTMENT, PIER 8, PIER 14, AND NORTH ABUTMENT.
- 5 NORTH VAULTED APPROACH OVERLAY, JOINT REPLACEMENT, AND NEW POURED JOINTS.
- 6 ABUTMENT JOINT REPLACEMENT.
- 7 REPAIR SEPARATION BARRIER.
- 8 PAINT PEDESTRIAN RAILING.
- 9 CONCRETE REPAIR VAULTED NORTH ABUTMENT (INSIDE AND OUTSIDE), AND CONCRETE REPAIR APPROACH RETAINING WALLS.
- 10 REPLACE DECK, BARRIER, AND SIDEWALK IN AREAS OF JOINT REPLACEMENT.
- 11 REPLACE APPROACH SLAB.
- 12 REPLACE SIDEWALK PANEL.
- 13 CLEAN AND SEAL TOP AND TRAFFIC FACE OF EXISTING CONCRETE SEPARATION BARRIER.
- 14 CLEAN AND SEAL TOP AND WASH AREAS OF NORTH AND SOUTH CONCRETE ABUTMENT SEATS.

Design For Repairs to 0° Skew
1434'-0" x 36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks

56'-0" End Spans 18 - Variable Length Interior Spans

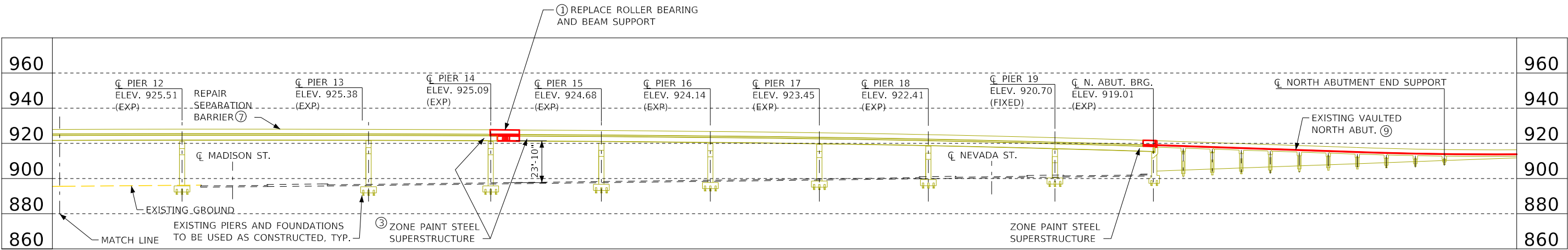
Situation Plan 1 of 2

Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025

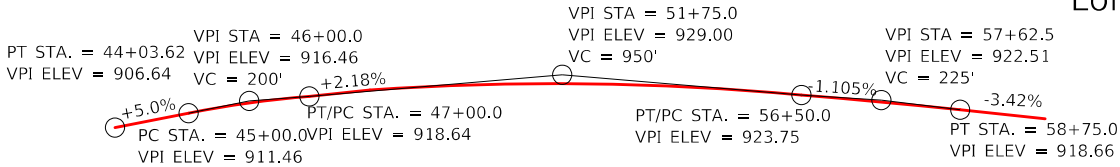
City of Marshalltown

IOWA DEPARTMENT OF TRANSPORTATION

Design No. Design Sheet No. 01 of 37 FHWA No. 035410



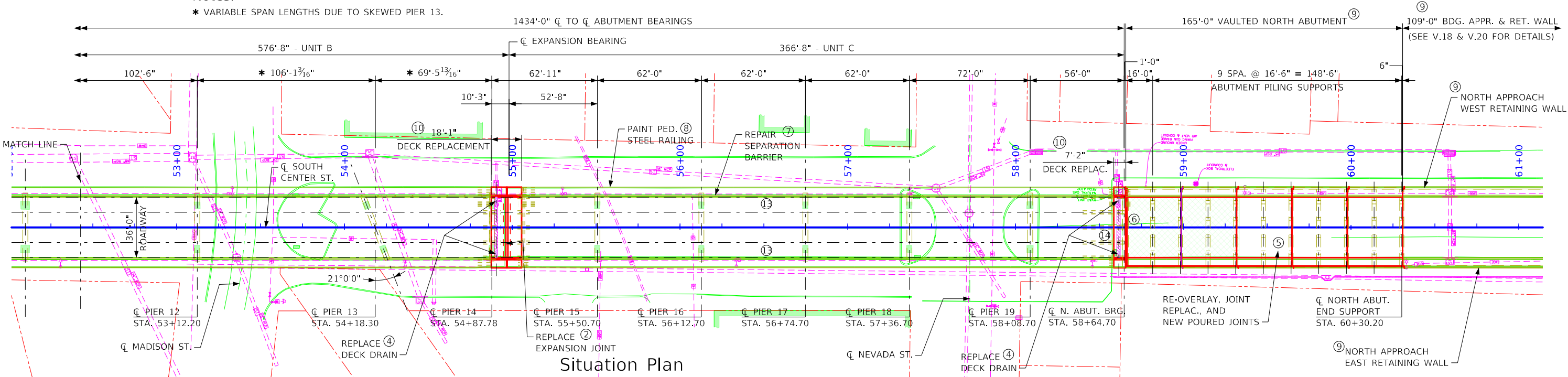
Longitudinal Section Along CL Approach Roadway



Existing & Proposed Profile Grade (U.A.C.)
(Original Construction Profile Grade Elevations - 1949)

Notes:

* VARIABLE SPAN LENGTHS DUE TO SKEWED PIER 13.



Repair Items:

- ① REPLACE ROLLER BEARINGS AND BEAM SUPPORTS NEAR PIER 8 AND PIER 14.
- ② REPLACE EXPANSION JOINTS NEAR PIER 8 AND PIER 14.
- ③ ZONE PAINT STEEL SUPERSTRUCTURE.
- ④ REPLACE DECK DRAINS AT SOUTH ABUTMENT, PIER 8, PIER 14, AND NORTH ABUTMENT.
- ⑤ NORTH VAULTED APPROACH OVERLAY, JOINT REPLACEMENT, AND NEW POURED JOINTS.
- ⑥ ABUTMENT JOINT REPLACEMENT.
- ⑦ REPAIR SEPARATION BARRIER.
- ⑧ PAINT PEDESTRIAN RAILING.
- ⑨ CONCRETE REPAIR VAULTED NORTH ABUTMENT (INSIDE AND OUTSIDE), AND CONCRETE REPAIR APPROACH RETAINING WALLS.
- ⑩ REPLACE DECK, BARRIER, AND SIDEWALK IN AREAS OF JOINT REPLACEMENT.
- ⑪ REPLACE APPROACH SLAB.
- ⑫ REPLACE SIDEWALK PANEL.
- ⑬ CLEAN AND SEAL TOP AND TRAFFIC FACE OF EXISTING CONCRETE SEPARATION BARRIER.
- ⑭ CLEAN AND SEAL TOP AND WASH AREAS OF NORTH AND SOUTH CONCRETE ABUTMENT SEATS.

Design For Repairs to 0° Skew
1434'-0" x 36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks
56'-0" End Spans 18 - Variable Length Interior Spans
Situation Plan 2 of 2
Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
IOWA DEPARTMENT OF TRANSPORTATION
Design No. Design Sheet No. 02 of 37 FHWA No. 035410

Specifications:

Design: AASHTO Series of 2002.

Construction:
Iowa Department of Transportation Standard Specifications for Highway and Bridge Construction, Series 2023, Plus Applicable General Supplemental Specifications, Developmental Specifications, Supplemental Specifications and Special Provisions shall apply to Construction Work on this Project.

- Developmental Specifications for Construction or Maintenance Work on Railroad Right-of-Way (Union Pacific Railroad)
- Development Specifications for Fiber Reinforcement of Structural Concrete
- Special Provisions for Partial Removal of Existing Bridge Deck using Hydro-Demolition
- Development Specifications for Modular Expansion Joint Assembly

Design Stresses

Design Stresses for the Following Materials are in Accordance with the AASHTO Standard Specifications, for Highway Bridges, Series of 2002

Reinforcing Steel in Accordance with AASHTO with Section 8, Grade 60.
Concrete in Accordance with AASHTO Section 8, f'c = 4.0 ksi.
Structural Steel in Accordance with AASHTO Section 10. ASTM A709 Grade 36, Grade 50, and Grade 50W (AASHTO M270 Grade 36, Grade 50, and Grade 50W). All New Structural Steel shall Conform with the Following:

- Rolled Shapes: ASTM A709 Grade 50
- Rs for Welded Girder Tee: ASTM A709 Grade 50

General Notes:

This Design is for Repairs to the Existing 1434'-0"x36'-0" Rolled Beam Bridge, on South Center St. over the Union Pacific Railroad, R.R. Crossing No. 1906224. Electronic Copies of Original Design Plans will be made available to the Contractor as part of the E-Files Supplied with the Contract Documents. Dimensions shown on these Plans are Based on Design Plans (Noted in the "Design History at this Site" Table). Repairs shall Consist of:

- Replace Roller Bearings and Beam Supports near Pier 8 and Pier 14.
- Replace Expansion Joints near Pier 8 and Pier 14.
- Zone Paint Steel Superstructure at the 4 Expansion Joint Locations
- Replace Deck Drains at South Abutment, Pier 8, Pier 14, and North Abutment.
- Re-Overlay North Vaulted Approach. Replaces Joints and Pour New Joints.
- Replace South Abutment and North Abutment Expansion Joints.
- Concrete Repair Separation Barrier.
- Paint Pedestrian Railing or Replace with Chain Link Fence (Alternative Option)
- Repair Concrete Vaulted North Abutment (Inside and Outside)
- Repair Concrete North Approach Retaining Walls.
- Replace Deck, Barrier, and Sidewalk in the 4 Areas of Expansion Joint Replacement.
- Replace Approach Slab at the South Abutment.
- Replace Cantilever Sidewalk at North and South Abutment, Pier 8 and Pier 14.
- Clean and Seal Top and Traffic Face of Existing Concrete Separation Barrier.
- Clean and Seal Top and Wash Areas of North and South Concrete Abutment Seats.

All alignment, stationing, connecting dimensions, and elevations used in these plans were developed based on the existing bridge plans.

All Dimensions and Details shown in these Plans Pertinent to New Construction shall be Verified in the Field by the Contractor before Starting Construction.

Faint Lines on Plans Indicate Existing Portions of the Bridge.

Utility Companies whose Facilities are shown on the Plans or Known to be within the Construction Limits shall be Notified by the Bridge Contractor of the Starting Date.

Minimum Clear Distance from Face of Concrete to near Reinforcing Bar is to be 2" Unless Otherwise Noted or Shown.

Keyway Dimensions shown on the Plans are Based on Nominal Dimensions unless Stated Otherwise. In Addition, the Bevel used on the Keyway shall be Limited to a Maximum of 10 Degrees from Vertical.

The Bridge will be Closed to Traffic During Construction.

Concrete Removal shall be Initiated with a ¾" Saw Cut wherever Possible.

No Preliminary Deck Survey is shown. The Plan Quantity for "Deck Repair, Class A" is Estimated as 20% of the Total Deck Area. The Actual Quantity is Determined by the Engineer at the Time of Repair. Actual Spalled and Hollow Areas as Determined by the Engineer shall be Repaired.

Present Bridge Deck Thickness is about 9½" and North Abut. Slab Thickness is 14½", Including Existing Overlay. The Contractor shall Exercise care in Removing Concrete in Order to Prevent Unnecessary Unbonding of Reinforcing Steel. The Energy of Hand Tools shall be Restricted Near the Bottom of the Designated Class A Repair Areas in Order to Prevent Unbonding of Reinforcing. No Concrete shall be Removed below the Top of the Top Longitudinal Reinforcing without prior Permission from the Bridge Engineer.

The Bridge Deck is Covered with a 3½± Inch Thick Portland Cement Concrete Overlay. The Contractor shall Note the Redefining of the Classification Line ('Boundary between Repair and Overlay') for this Project due to the Existing 3½± Inch Overlay. The Classification Line will be Defined as 3¾± Inches below the Top of Existing Overlay. This will Necessitate the Removal of the Existing Bridge Overlay before Placing the Proposed new Bridge Deck Overlay.

All Costs Associated with the Removal of the Existing Overlay shall be Included in the Bid Item "Removal of Existing P.C. Overlay". Removal of Existing Overlay shall be Computed in Square Yards from the Measurement of Areas Removed. The Contractor will be Paid the Contract Price per Square Yard for Furnishing All Equipment and Labor Necessary to Remove the Concrete to within ¼ Inch above the Classification Line. All Costs, including Furnishing Equipment and Labor, Associated with Removal of the next ¼ Inch of Concrete ('to the Classification Line') shall be Included in the Bid Item "Bridge Deck Classification Line Removal".

Upon Completion of the Removal of Concrete Down to the Classification Line, the Engineer shall Determine the Areas of Bridge Deck to be Repaired as "Deck Repair, Class A". Actual Hollow Areas, as Determined by the Engineer, shall be Repaired.

A Scrape Sample was Taken from an Area of this Bridge to get an Indication of the Existence of and Level of Total Lead and Total Chromium. Analysis of Total Lead on this Sample was 410 Parts per Million (ppm). Analysis of Total Chromium on this Sample was 150 ppm. These Analyses show the Existence of these Two Toxic Constituents. Levels indicated by these Tests could Create Conditions above Regulatory Limits for Health and Safety Requirements. No other Constituents were Analyzed. The Bidder should not rely on the Iowa DOT's Testing and Analysis for any Purpose other than as an Indication of the Existence of these Two Toxic Constituents.

- A Detailed Plan adequately describing the Equipment and how it is Proposed to be used. This Plan shall Contain, as a Minimum, the following Information:
 - The Configuration and Weight of the Equipment proposed to be Placed on the Bridge.
 - The Proposed Location(s) of the Equipment on the Bridge during all Lifting Operations.
 - The Weight of All Proposed Lifts to be made by the Equipment.
 - The Load to All Wheels/Axles/Outriggers/Crawlers resulting from the Proposed Lifting Operations, during All Critical Phases of the Lifting Operations.
- The Necessary Calculations to Verify that no Component of the Bridge will be Overstressed During the Proposed use of the Equipment on the Bridge. The Calculations shall be Certified by a Professional Engineer currently Licensed to Praticce Engineering in the State of Iowa.

The lump sum bid for "Removals, as Per Plan" shall include all costs associated with removing the concrete and steel portions of the existing bridge as detailed int hese plans. Removal of scheduled items shall be in accordance with Section 2401 of the Standard Specifications. Any damage to any steel or concrete not to be removed shall be the responsibility of the Contractor and repaired at no extra cost to the Contracting Authority.

The Contractor shall submit a temporary support plan and a removal plan which detail the plan to safely support the structure while removing and replacing portions of the structure as detailed in these plans. At Pier 8 the temporary support system shall accommodate RR clearances while also ensuring that debris is contained and does not fall onto RR ROW. These submittals shall be prepared, signed, and sealed by an Engineer a licensed in the State of Iowa.

The top and interior faces of the existing concrete railing are to be cleaned and sealed in accordance with Article 2403.03, P, of the Standard Specifications. If new sections of rail are constructed, the new sections shall not be sealed. All costs associated with cleaning and sealing of the concrete rails shall be include in the unit price bid item "Bridge Deck Overlay".

In addition to the requirements of Article 2413.03, G, of the Standard Specifications, both exposed abutment bridge seats and wash surfaces shall have an application of concrete sealer in accordance with Article 2403.03, P, 3, of the Standard Specifications.

Structural Steel Notes:

Oxygen Cutting shall be done only when the Steel in the Area of the Cut is Above 40°F and in a Dry Condition.

Steel Splice Plates may be predrilled to be used as templates for drilling holes in the existing rolled beams. All Holes for Bolted Connections are to be 1⅛"Ø unless otherwise noted or shown.

All New High Strength Bolts that will be a Permanent Part of the Bridge shall be ASTM A325, Mechanically Galvanized in Accordance with ASTM B695, Class 50, Type I.

All New Steel provided for the Repair shall meet the Requirements of Article 2408.02 of the Standard Specifications. All New Steel for Beams and Beam Splices Plates shall meet the Charpy V-Notch Requirements as Specified in Article 4152.02B of the Standard Specifications.

The Bid Item "Structural Steel" shall Include All Costs Associated with Field Drilling Required Holes in existing steel members.

Paint Removal by a Dry Abrasive Blast Method to SSPC-SP 6 on the Portion of the Existing Beam Adjacent to the Cut Lines that will be under the New Faying Surfaces of the Splice Plates. Care shall be Taken to Minimize the Removal of Paint Outside the New Faying Surfaces of the Splice Plates. Plate shall be Installed as soon as Possible after Blasting and before the Formation of any Surface Rust. Shop Apply the Prime Coatand Top Coat to All New Steel, Except Omit the Top Coat from Faying Surfaces of New Steel.

The Lump Sum Bid Item "Removals, as Per Plan" shall Include All Costs Associate with the Removal and Disposal of the Portion of the Existing Steel. The Removed Steel that will not be Re-Used shall become the Property of the Contractor.

Removals and Disposals shall be in Accordance with Section 2401 of the Standard Specifications. Any Damage to Concrete or Structural Steel shall be the Responsibility of the Contractor and shall be Repaired at no Extra Cost to the State. It shall be the Contractor's Responsibility to Provide Waste Areas ir Disposal Sites for Removed Material which is not to be Re-used.

Structural Steel Diaphragms that are to be Removed and Re-used shall be Match Marked, Dismantled and Handled in such a way as to not Damage the Existing Paint System on any Steel Members.

The Lump Sum Bid Items for "Bridge Cleaning for Painting", "Blast Cleaning of Structural Steel" and "Painting of Structural Steel" shall include the Costs of Cleaning, Blast Cleaning and Field Painting of the Existing Structural Steel Area as Noted in these Plans. the Bid Items shall be in Accordance with Section 2508, of the Standard Specifications. an Epoxy Paint System shall be used.

Areas Impacted by the Repair shall be Repainted and the New Steel Beam Sections shall be given a Final Top Coat after Installation. Top Coat of Paint shall match the Current Paint Color, Federal Color Number 14223, per Standard Specifications 2508.02.

Containment and Disposal of Waste shall be in Accordance with Section 2508, of the Standard Specifications. All Costs Associated with Hauling and Depositing of Waste at the Designated Site/Facility shall be the Responsibility of the Contractor and Included in the Contract Price Bid for the "Containment" Item.

Structural Steel Members shall be Galvanized after fabrication per ASTM A123.

Top Coat of Paint shall match the Current Paint Color, Federal Color Number 14223, per Standard Specifications 2508.02.

Design For Repairs to 0° Skew

1434'-0"×36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks

56'-0" End Spans18 - Variable Length Interior Spans

General Notes 1

Sta. 51+47.70 (South Center St.)Turn-in Date: Aug 2025

City of Marshalltown

IOWA DEPARTMENT OF TRANSPORTATION

Design No. Design Sheet No. 03 of 37FHWA No. 035410

Beam Bearing Notes:

The Sliding Surface of the Bronze Plates shall be Lubricated in Accordance with Article 4190.03, of the Standard Specifications, and the Bronze Metal shall be Cast Bronze in Accordance with Article 4190.03, of the Standard Specifications. Top Edges of Bronze Plate shall be Beveled 1/8".

Surfaces marked "V" shall be Finished ANSI 250 and surfaces marked "W" shall be Finished ASNI 125.

Pintle Plates, Guide Bars, Base plates, Curved Soled Plates and Lubricated Bronze Plates shall be galvanized and are a Part of the Superstructure Structural Steel Quantity. Unit Price Bid for Structural Steel shall include Allowance for Cost of Bronze Plates. The Sole Plate, Base Plate, and Guide Bars shall be Fitted Up and Welded prior to Galvanizing. The Surface of Pintle Plate in Contact with Bronze Bearing Plate shall be Smooth and Free of Rojections due to Galvanizing.

Bearings as Designed shall Allow up to 4.5 inches of Movement each way of Centerline of Bearing.

Reinforcing Notes:

All Reinforcing Bars and Bars Noted as Dowels Supplied for this Structure shall be Deformed Reinforcement unless Otherwise Noted or shown.

These bridge plans label all reinforcing steel with english notation (5a1 is 3/8 inch diameter bar). English reinforcing steel received in the field may display the following "Bar Designation". The "Bar Designation" is the stamped impression on the reinforcing bars, and is equivalent to the bar diameter in millimeters.

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

Dowel Setting Notes:

The 5g1, 5g4, 5k2, and 5k3 Bars shall be set as Dowels in Drilled Holes. Hole are to be 10" Deep. The Dowels shall be Installed in Accordance with the Manufacturer's Recommendations. Either of the Following Systems may be used as a Bonding Agent for Vertical Dowels, but only System "A" may be used for Horizontal Dowels:

A. Polymer Grout System in Accordance with Article 2301.03, E, of the Standard Specifications.

B. Hydraulic Cement Grout systems. Drilled Holes are to be 2 1/2 Times the Dowel Diameter and are to be Blown Clean with Compressed Air Immediately prior to Placing Grout. The Hydraulic Cement Grout shall be one of those Approved in Materials I.M. 491.13 and shall be used in Accordance with the Manufacturer's Recommendations.

The Price Bid for "Structural Concrete" shall Include the Costs of Setting Bars as Dowels in the South Abutment.

Removal Of Existing Overlay

Present north abutment total slab thickness is 14 1/2-inches, including the existing overlay. The existing bridge deck is overlaid with a ±3 1/2-inch-thick Portland Cement Concrete Overlay. The contractor shall note that for the original overlay, concrete was removed (Class A Repair) to approximately the top of the top reinforcing for the 3 1/2inch overlay.

Removal of the top 3 inches of the existing overlay may be accomplished by grinding, but care shall be taken not to damage the top reinforcing during the removal. The additional removal of +/- 0.5 inches of the existing overlay and an additional 0.25" to a new classification line shall be by completed by hand methods (15 lb maximum chipping hammers or hydro-demolition) for a total removal of 3.75 in. The new Classification Line will be defined as ±3.75-inches below the top of existing overlay.

Removal Of Existing Overlay (contd.)

All costs associated with the removal of the existing overlay, including the additional 0.25-inches of removal to the new classification line shall be Included in the bid item "Removal of Existing P.C. Overlay". Removal of existing overlay shall be computed in square yards from the measurement of areas removed. The Contractor will be paid the contract price per square yard for furnishing all equipment and labor necessary to remove the existing concrete overlay and the additional 1/4-inch existing concrete to the new Classification Line.

Upon completion of the removal of concrete down to the new Classification Line, the Engineer shall determine the areas of bridge deck to be repaired as "Deck Repair, Class A". Actual hollow areas, as determined by the Engineer, shall be repaired. The Contractor shall exercise care in removing concrete to prevent unnecessary un-bonding of existing longitudinal reinforcing steel. The energy of hand tools shall be restricted to 15 pounds near the bottom of the designated Class A Repair areas to prevent un- bonding of reinforcing. No concrete shall be removed below the top of the top longitudinal reinforcing without prior permission from the Bridge Engineer.

Temporary Support Notes

Temporary supports shall be required as necessary to support the structure during existing removals and new construction at Pier 8 and Pier 14. Proposed temporary overhead supports details have been provided because of the required bridge work to be completed over the Union Pacific Railroad (UPRR) Right of Way (ROW) and limited time allowed for the working in UPRR ROW.

Proposed temporary support details have been provided in these plans for supporting the structure over head during the removal and installation of structural steel sections and deck concrete.

The contractor shall submit a temporary support plant to the engineer for approval for supporting the superstructure at Pier No 14 during the structural steel repair. For the temporary support at Pier No 14, the temporary support plan shall be designed and certified by a professional engineer licensed in the state of Iowa. The contractor shall submit pdf copies of the plans for temporary supports to the City of Marshalltown. The engineer will be allowed 30 calendar days to review the temporary support plan. The contractor shall not proceed with the installation of the temporary supports without notice to proceed from the engineer.

The temporary support plans shall include:

- a) Design Calculations
- b) Bearing capacity, on the existing pavement not to exceed similar traffic loads.
- c) Support plan layout
- d) Support material properties
- e) Support details and specifications
- f) Deflection limits and deflection monitoring provisions of the supports and existing steel beams

Components requiring temporary support shall include:

- a) Existing beams made discontinuous by removals to be supported at or near midspan of each beam.
- b) Other areas as necessary to perform the work in accordance with he plans and specifications.

Any damage to the structure resulting from inadequate temporary support shall be the responsibility of the contractor and shall be repaired at no extra cost to the city. Temporary supports shall be paid for as a lump sum including all costs for designing, furnishing, installing and removal. All material used for temporary support shall remain the property of the contractor. In addition to the requirements noted above, article 1107.07 of the Iowa DOT Standard Specifications applies.

The Lump Sum Bid Items "Temporary Supports" shall Include All Costs Associated with Labor for Installing the Floor Support Beam and Furnishing Timber Blocking at Piers, Lateral Timber Bracing of the Floor Support Beam, Including Concrete Anchors, Lag Screws and Steel Angles, Jacks, and Drilling Holes in the Bridge Deck.

Additional Requirements for the North Vaulted Abutment Repair:

Inside the North Vaulted Abutment is a shooting range run by Central Iowa River Gun Club. See contact information below:

Central Iowa River Gun Club
Club President and Contact, Steve Gile 641-485-1898
IRGunClub@gmail.com

1. Areas that will require concrete repair as shown in these plans are portions of the abutment slab and cap supports located under a series of expansion joints at the following stations:

- Sta. 58+98.70
- Sta. 59+31.70
- Sta. 59+64.70
- Sta. 59+97.70

2. Because of the use of the inside of abutment as a shooting range, additional coordination will be required for the concrete repair work inside and outside the north vaulted abutment to be completed.

3. Concrete repair work will be required inside the confined spaces of the vaulted abutment. The repair areas include the back stop areas of the shooting range and possible lead contamination from the range.

4. The Gun Club shall be contact 3 weeks before repair work at the north abutment is to begin to allow the Club time to remove HVAC, lighting, and shooting equipment.

5. No work shall take place at the north abutment until 3 weeks after the last spring shooting event on April 12th, 2023. The Club will work with the contractor in removing portions of the lighting, HVAC, and shooting equipment to allow the contractor proper access to the inside abutment areas that will require concrete repair.

6. The only access to the interior of the vaulted abutment is through the south door entrance with an opening of approximately 4'-0 wide by 6'-4 tall. The contractor will be provided a key card access for the door and will need to keep the inside of the abutment secure from theft during the repair work.

7. Due to the amount of leakage of the joints during rain events, it is recommended that the outside areas of the abutment be repair and sealed before Completing the repairs on the inside.

Design For Repairs to 0° Skew

1434'-0"×36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks

56'-0" End Spans18 - Variable Length Interior Spans

General Notes 2

Sta. 51+47.70 (South Center St.)Turn-in Date: Aug 2025

City of Marshalltown

IOWA DEPARTMENT OF TRANSPORTATION

Design No. Design Sheet No. 04 of 37FHWA No. 035410

Working Drawing and Calculation Submittals			
Working drawings and calculations shall be submitted for the following items shown in the table below. (Note additional working drawings and calculations may be required in accordance with Article 1105.03 of the Standard Specifications.)			
Submittal requirements for working drawings and calculations shall be in accordance with 1105.03 of the Standard Specifications for Highway and Bridge Construction of the Iowa Department of Transportation. The absence of a certification requirement for a submittal does not relieve the Contractor of the responsibility to attain certification.			
Calculation submittals in this table which are associated with working drawing submittals shall be submitted on the same day. Review time for calculation submittals shall be of the same duration as and run concurrently with review time for associated working drawings. The calculation submittals listed in the table are not meant to be an exhaustive list and do not relieve the Contractor from providing additional calculation submittals if requested by the Engineer.			
No.	Working Drawing Description	Working Drawing File Name Convention For Submittal	Certified by Iowa P.E. (Yes/No)
1	Temporary Support Plan	(629)_Marshalltown_TemporarySupportPlan.pdf	Yes
2	Modular Expansion Devices at Piers	(629)_Marshalltown_ModularExpansionDevicesAtPiers.pdf	No
3	Expansion Devices at Abutments	(629)_Marshalltown_ExpansionDevicesAtAbutments.pdf	No
4	Curb Plates & Sidewalk Plates	(629)_Marshalltown_CurbPlatesSidewalkPlates.pdf	No
5	Replacement Beam Components	(629)_Marshalltown_ReplacementBeamComponents.pdf	No
6	Bearing Assemblies	(629)_Marshalltown_BearingAssemblies.pdf	No
7	Deck Drains	(629)_Marshalltown_DeckDrains.pdf	No
			No
No.	Calculation Description	Calculation File Name Convention For Submittal	Certified by Iowa P.E. (Yes/No)
8	Removal Plan	(629)_Marshalltown_RemovalPlan.pdf	Yes
9	Temporary Support Plan	(629)_Marshalltown_TemporarySupportPlan.pdf	Yes

Design History at this Site (Includes This Design)	
Des. No.	Type Of Work
2046	Original Plans, 1946
365	Bridge Floor Repair, 1966
376	Bearing Repair, 1976
177	Bridge Overlay/Jt. Repair, 1977
N/A	Sidewalk Repl./Conc. Repair, 2005
	Bridge Rehabilitation (This Design)

TRAFFIC CONTROL PLAN

NOTE: South Center St. Bridge will be Closed to Thru Traffica and Pedestrians. Refer to the Traffic Control Plan shown on Roadway Sheet J.1-J.5.

Watertight Integrity Testing and Repair Notes:

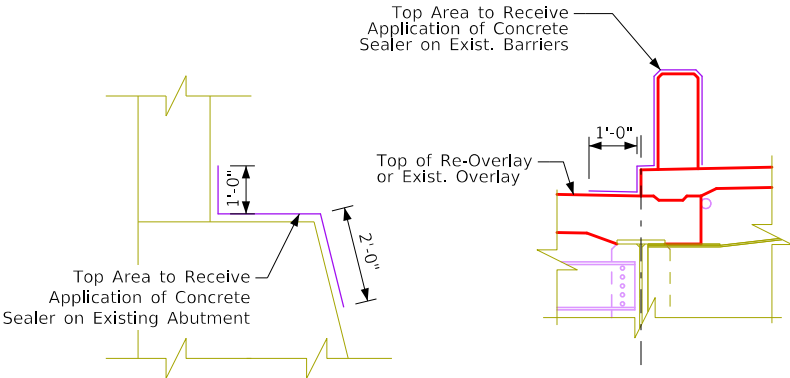
After installation of the silicone joint sealant, the Contractor shall perform watertight integrity tests at the deck level to detect any leakage. The tests are to check for leakage at the upturned ends of the silicone joints and for leakage along the silicone joints across the deck and any medians or sidewalks. The Contractor may conduct a single test of the entire joint including upturned ends or may conduct separate tests of upturned ends and one or more tests of overlapping lengths between the upturned ends.

At each upturned end of the joint, the Contractor shall block out on the deck at least three feet of the joint leading to the upturned end and flood the area. A minimum water depth of 3" shall be maintained at the gutter line for at least 30 minutes. During the test, the Inspector shall observe for any overflow at the upturned end. At the conclusion of the test, the Inspector will examine the topside and underside (if possible) of the joint for leakage. The joint is considered watertight if the Inspector observes no overflow during the test and if no dripping water or water droplets are visible in the under deck areas near the upturned end.

The Contractor shall test the joint between upturned ends by blocking out and covering the device with ponded or flowing water to a depth of at least 1" at all points, for at least 30 minutes. Vertical curb surfaces may be tested with an unnozzled hose delivering approximately one gallon per minute directed to flow over the entire curb height for 30 minutes. At the conclusion of the test, the Inspector will examine the topside and underside (if possible) of the joint for leakage. The joint is considered watertight if no dripping water or water droplets are visible in the under deck areas along the full length of the joint. Damp concrete that does not show dripping water or water droplets is not considered a sign of leakage.

If the joint leaks at an upturned end or along its length, the Contractor shall located the leak(s) and take repair measures to stop the leakage. The repair measures shall be as recommended by the Manufacturer and approved by the Engineer prior to beginning corrective work.

If measures to eliminate leakage are taken, the Contractor shall perform subsequent watertight integrity tests subject to the same conditions as the original test.



Detail of Concrete Sealer Area

Design For Repairs to 0° Skew

1434'-0"×36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks

56'-0" End Spans18 - Variable Length Interior Spans

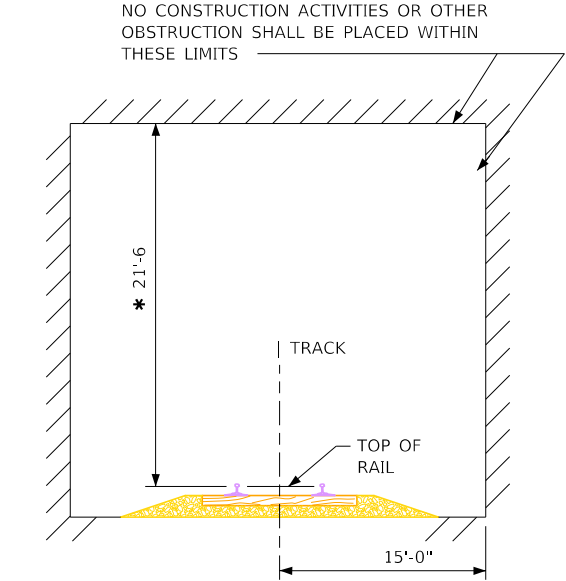
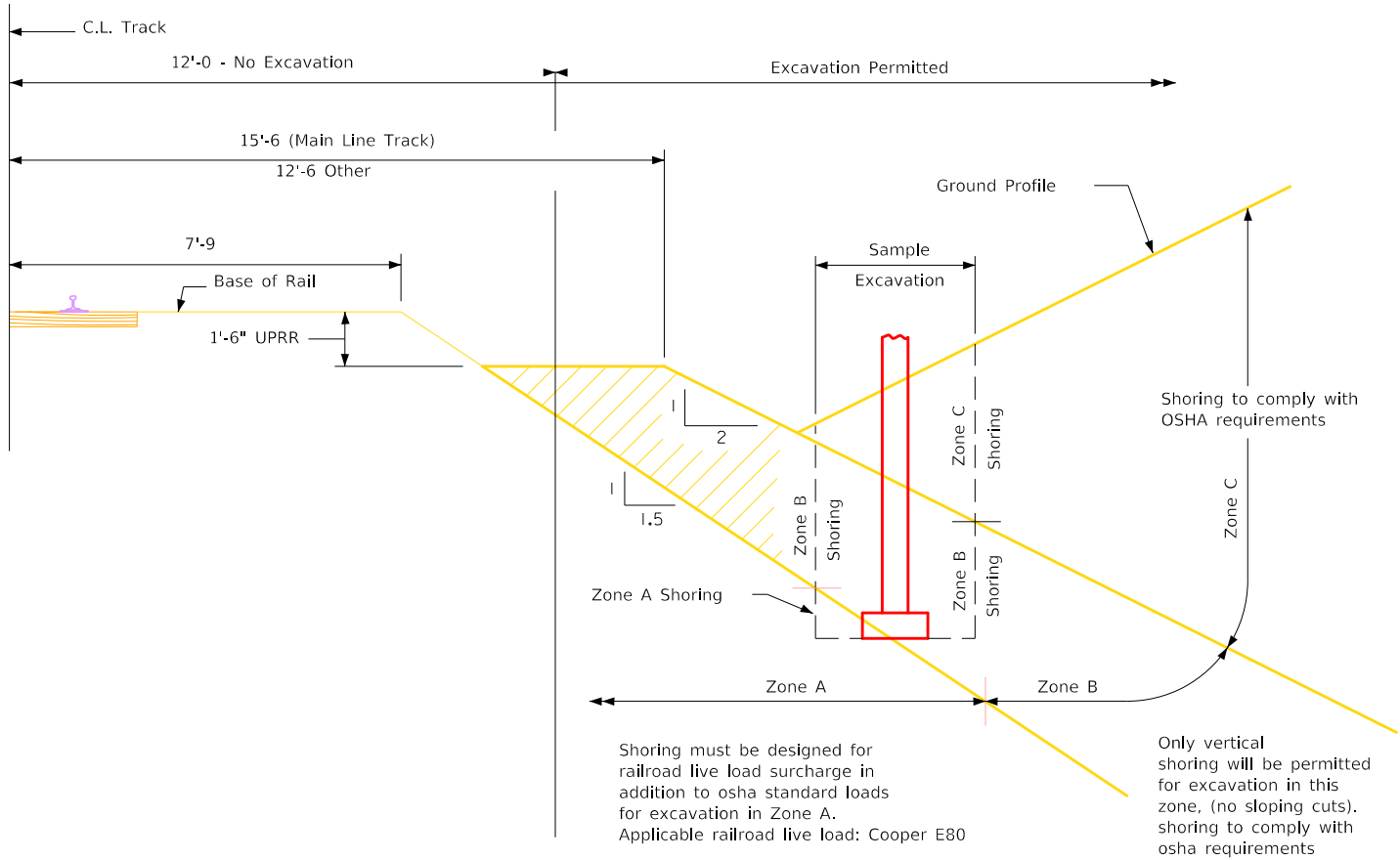
General Notes 3

Sta. 51+47.70 (South Center St.)Turn-in Date: Aug 2025

City of Marshalltown

IOWA DEPARTMENT OF TRANSPORTATION

Design No. Design Sheet No. 05 of 37FHWA No. 035410



Minimum Construction Clearance Envelope
(Normal to Railroad)
* Note: Surveyed Track Clearance at Repair Location is 26'-0"

NOTE:
No excavation on railroad right of way will be required for this repair project.

Railroad General Notes:

- Railroad review and approval of shoring, erection, demolition, and falsework is required. allow a minimum of four weeks for the review and approval of each submittal.
- The proposed grade separation project shall not increase the quantity and/or characteristics of the flow in the railroad's ditches and/or drainage structures.
- The elevation of the existing top-of-rail profile shall be verified before beginning construction. all discrepancies shall be brought to the attention of the railroad prior to construction.
- The contractor must submit a proposed method of erosion and sediment control and have the method approved by the railroad.
- All shoring systems that impact the railroad's operations and/or supports the railroad's embankment shall be designed and constructed per current railroad guidelines for temporary shoring.
- All demolitions within the railroad's right-of-way and/or demolition that may impact the railroad's tracks or operations shall be in compliance with the railroad's demolition guidelines.
- Erection over the railroad's right-of-way shall be designed to cause no interruption to the railroad's operation, enabling the track(s) to remain open to traffic per the railroad's requirements.
- All construction phasing that may impact the railroad operations shall be designed to cause no interruption to the railroad's operation, enabling the track(s) to remain open to traffic per the railroad's requirements.
- False-work clearances shall comply with minimum construction clearances.
- All permanent clearances shall be verified before project closing.
- For railroad coordination please refer to the railroad coordination requirements as part of special provisions.

General Excavation Zones

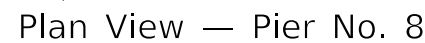
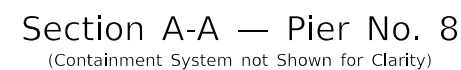
General Shoring Notes:

- All dimensions are measured perpendicular to track.
- Prior to commencing any work, the contractor shall submit for approval by the railroad detailed plans indicating the nature and extent of the track protection shoring proposed. the contractor shall install the temporary shoring system per the approved plans. design of the temporary shoring system to comply with guidelines for temporary shoring.
- For excavations which encroach into zone a or b, shoring plans shall be accompanied by design calculations. plans and calculations must be signed and stamped by a Professional Engineer registered in the state of Iowa.

MODIFIED SHT. 1067

FILE NO.	ENGLISH	DESIGN TEAM Stanley Consultants Inc.	City of Marshalltown	PROJECT NUMBER BHM-4797(629)--8K-64	SHEET NUMBER V.06
10:32:14	09/16/2025	10313	pw:\SCL-PW\INTEG-2.stanleygroup.com:Datasource-1\Documents\City_of_Marshalltown\29951.01 - South Center St. Bridge Rehabilitation\11-CADD\Bridge\Preliminary\ORD_29951_DS\NO_035410_SPN.dgn		

Design For Repairs to 0° Skew
1434'-0"×36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks
56'-0" End Spans 18 - Variable Length Interior Spans
UPRR General Notes & Shoring
Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
IOWA DEPARTMENT OF TRANSPORTATION
Design No. Design Sheet No. 06 of 37 FHWA No. 035410



48'-1¼" Remove Deck, Sidewalk, and Concrete Separation Barrier

6'-0⅝"

Sidewalk & Conc. Barrier Removal

Gutter Line

Existing Transverse Deck Reinforcing to be Removed and Replaced

Deck to be Removed

6'-0⅝"

Sidewalk & Conc. Barrier Removal

Gutter Line

Corrugated Decking Spanning Across Primary Cables

Length as Required to RR Clearance Below

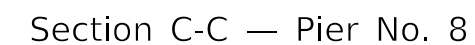
Square Washers (Typ.)

Primary Support Cables/Rods Count, Size, Type, and Location to be shown in Shop Drawings

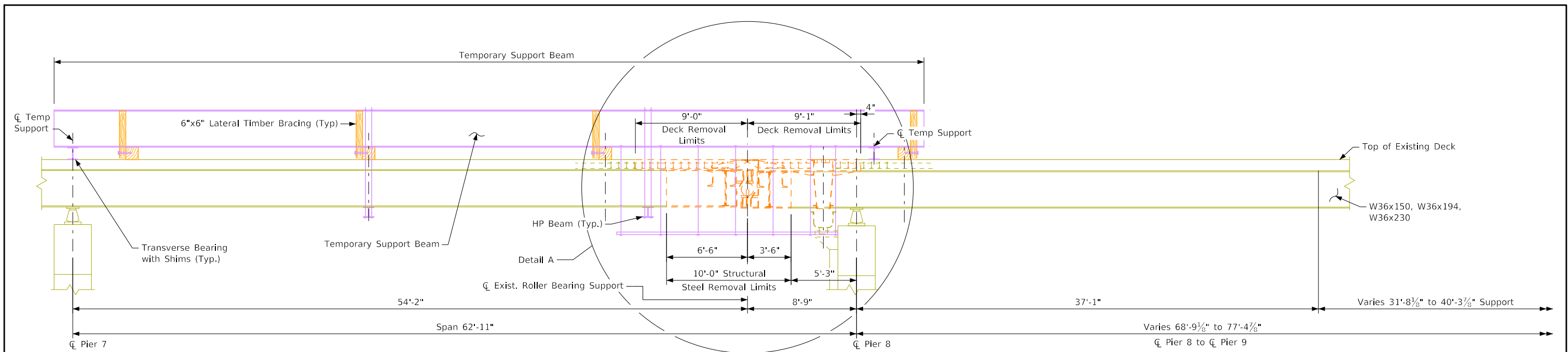
Containment to be Enclosed in All Directions Along both Sides of the Bridge (Typ.)

⊥ Exist. Beam (Typ.)

Section B-B — Pier No. 8



4. Grout Holes in Exist. Deck for Hanger bars once Work is Completed.

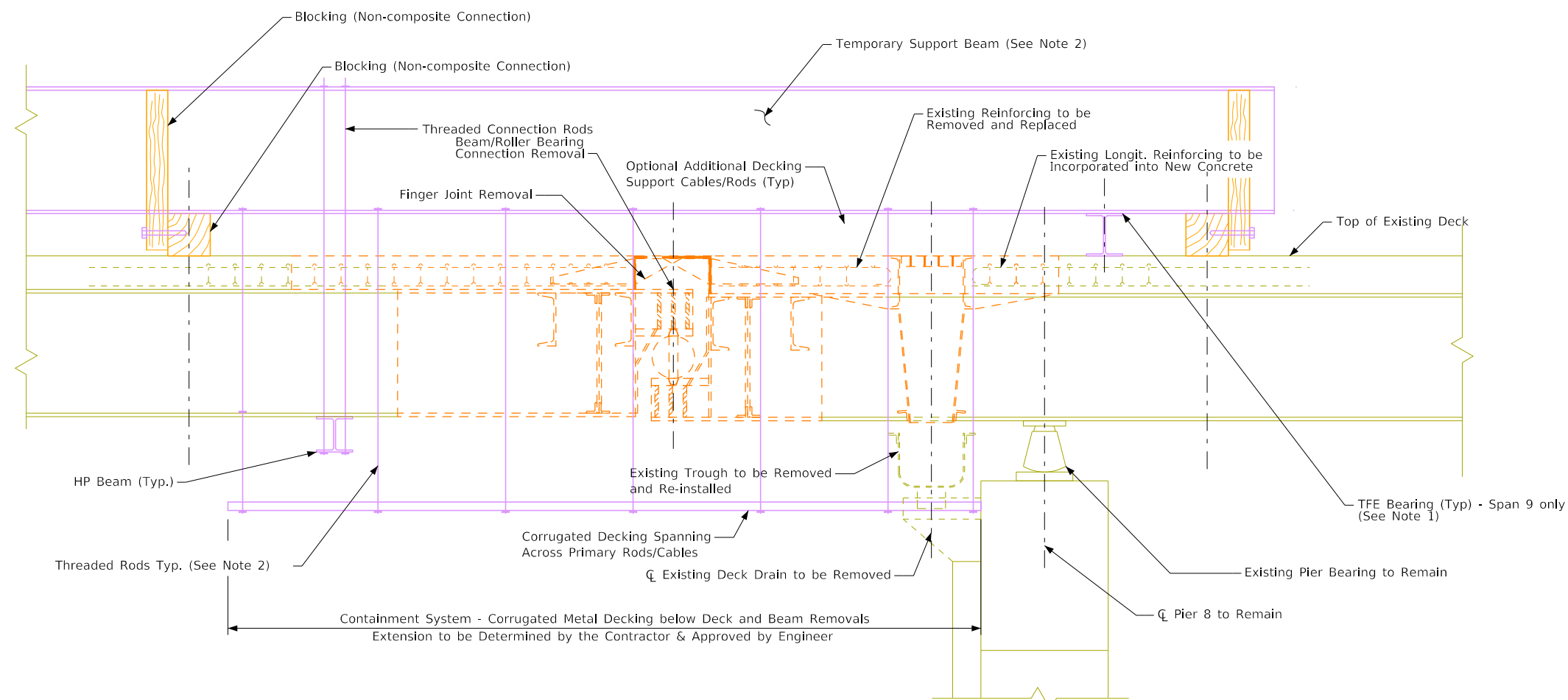


Elevation View Temp. Beam Support
Section D-D — Pier No. 8

Note: See Sheet V.07 for location of Section D-D

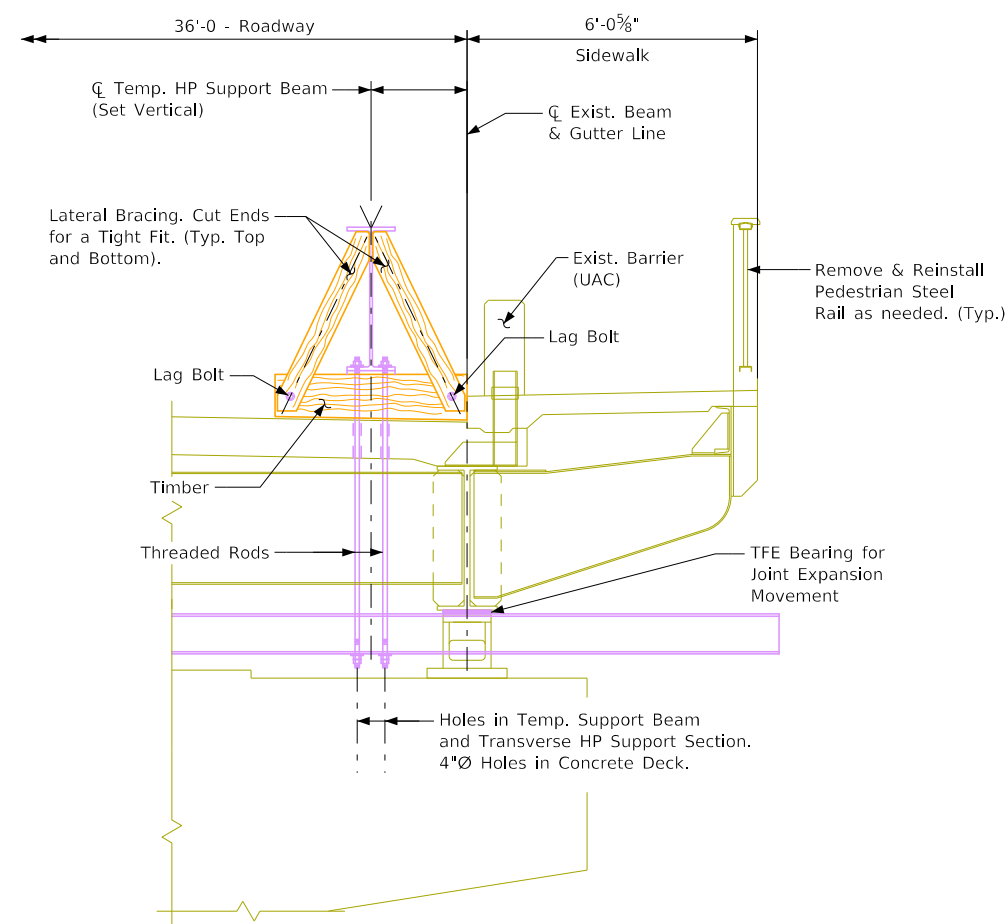
Notes:

1. Expansion Bearings shall be Used at the Wood Blocks and HP Beams Connections with the Existing Rolled Beams to Allow +/- 3" Movement.
2. Structural Steel Members for Temporary Supports to be Designed by the Contractor and Submitted for Approval
3. The Contractor shall Select the Containment System Attachment Configuration and Design the System to Withstand the Debris Loads and any Construction Loads it may Support.

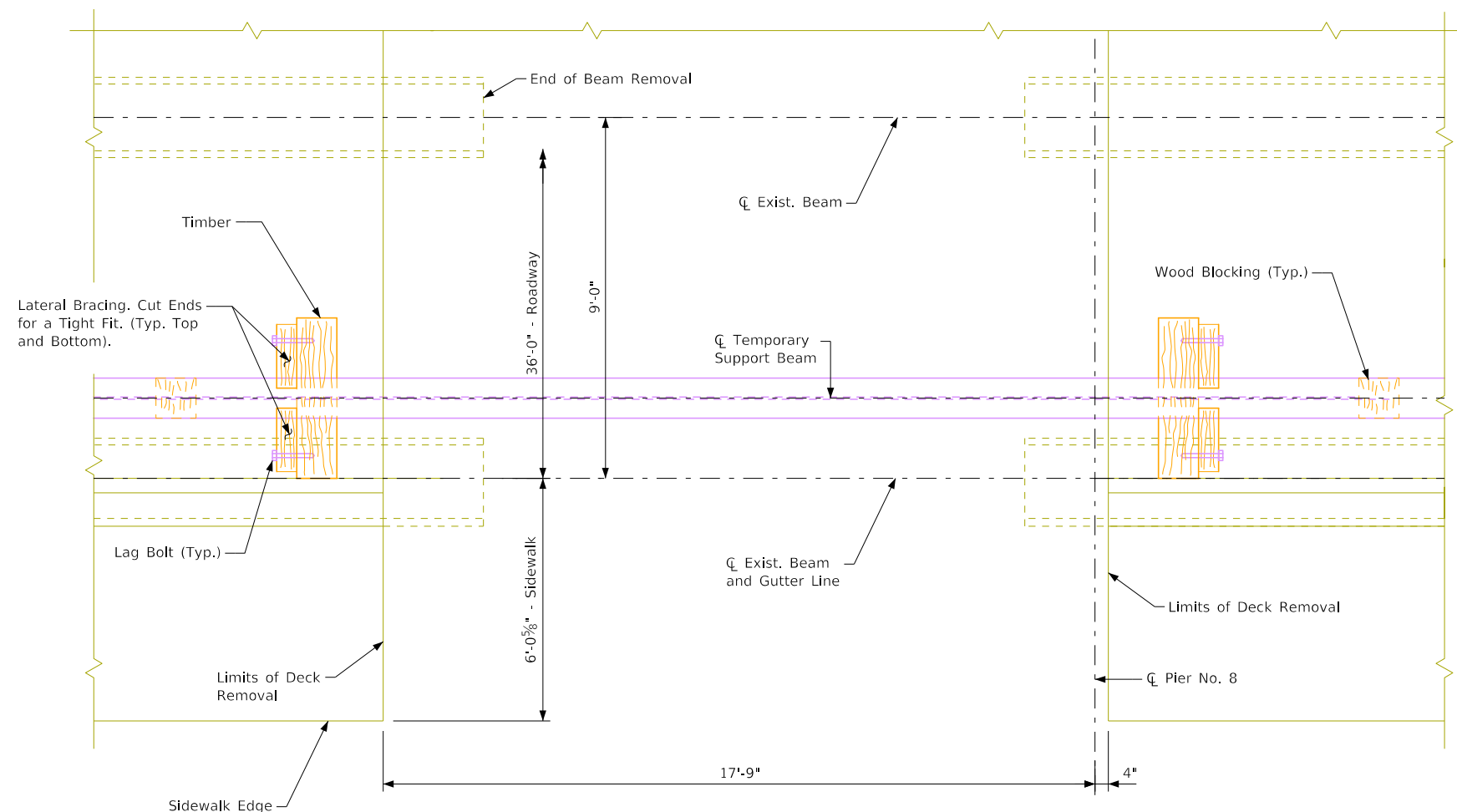


Detail A — Containment System

Design For Repairs to 0° Skew
1434'-0"×36'-0" Steel Beam Bridge
 with Two 4'-6" Sidewalks
 56'-0" End Spans 18 - Variable Length Interior Spans
Temporary Shoring Details
 Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
 IOWA DEPARTMENT OF TRANSPORTATION
 Design No. Design Sheet No. 08 of 37 FHWA No. 035410

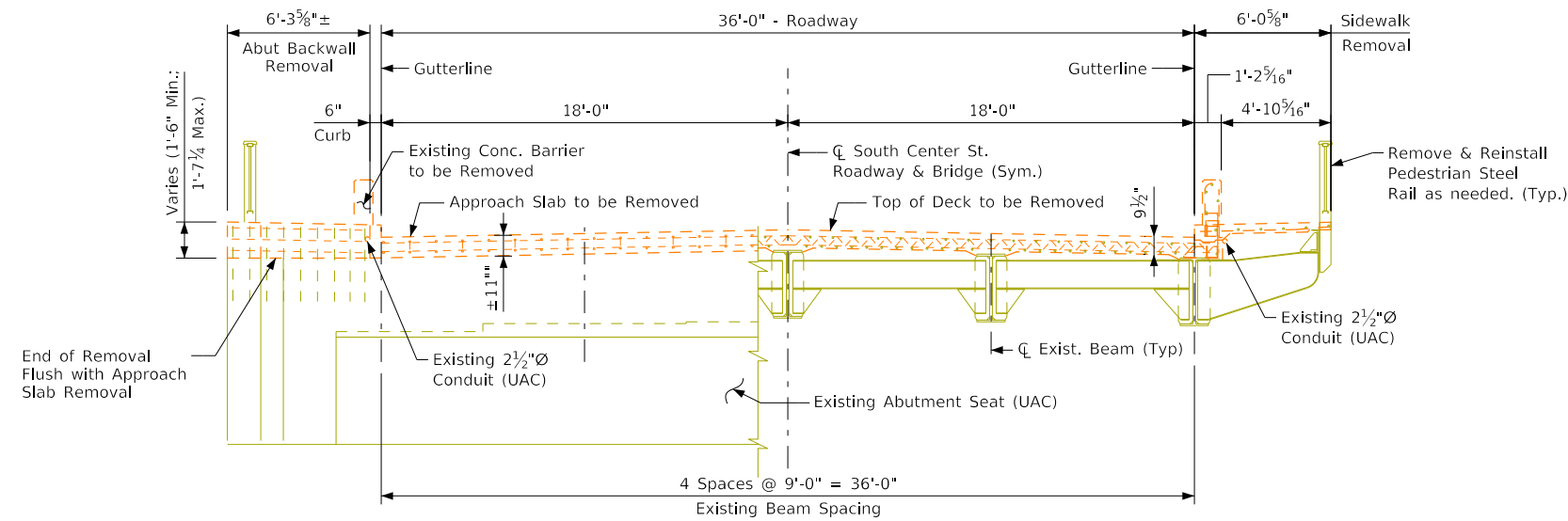


Temporary Support Bracing System



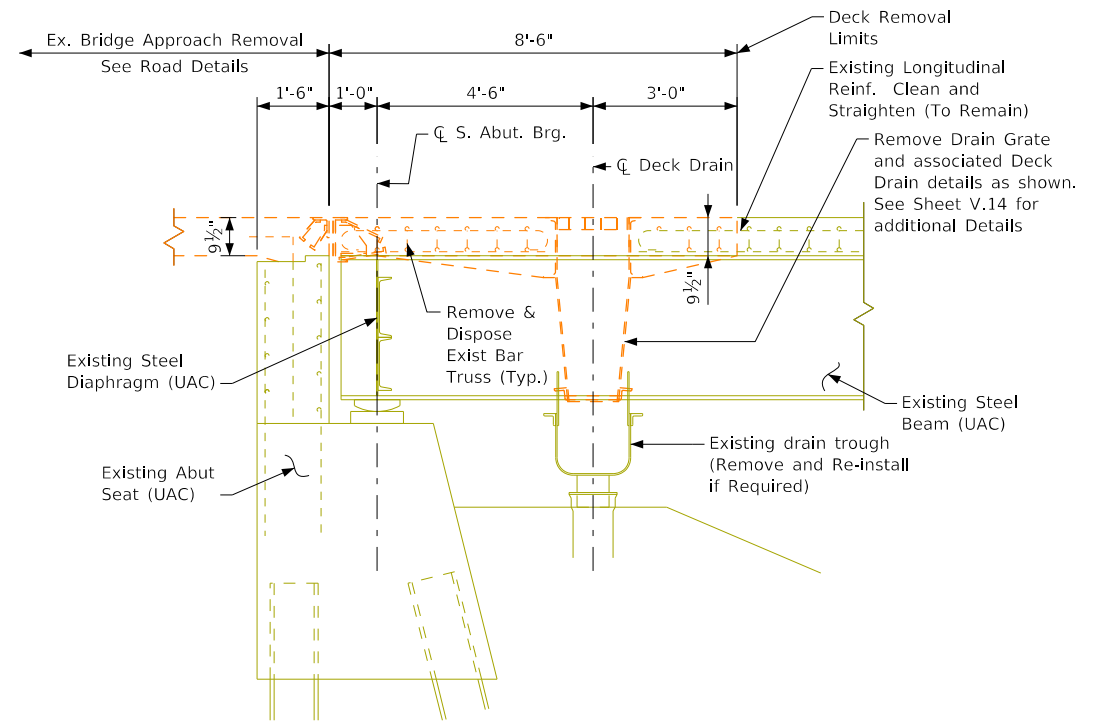
Part Plan View — Timber Support and Lateral Support Bracing

Design For Repairs to 0° Skew
1434'-0"×36'-0" Steel Beam Bridge
 with Two 4'-6" Sidewalks
 56'-0" End Spans 18 - Variable Length Interior Spans
Temporary Lateral Bracing Details
 Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
 IOWA DEPARTMENT OF TRANSPORTATION
 Design No. Design Sheet No. 09 of 37 FHWA No. 035410

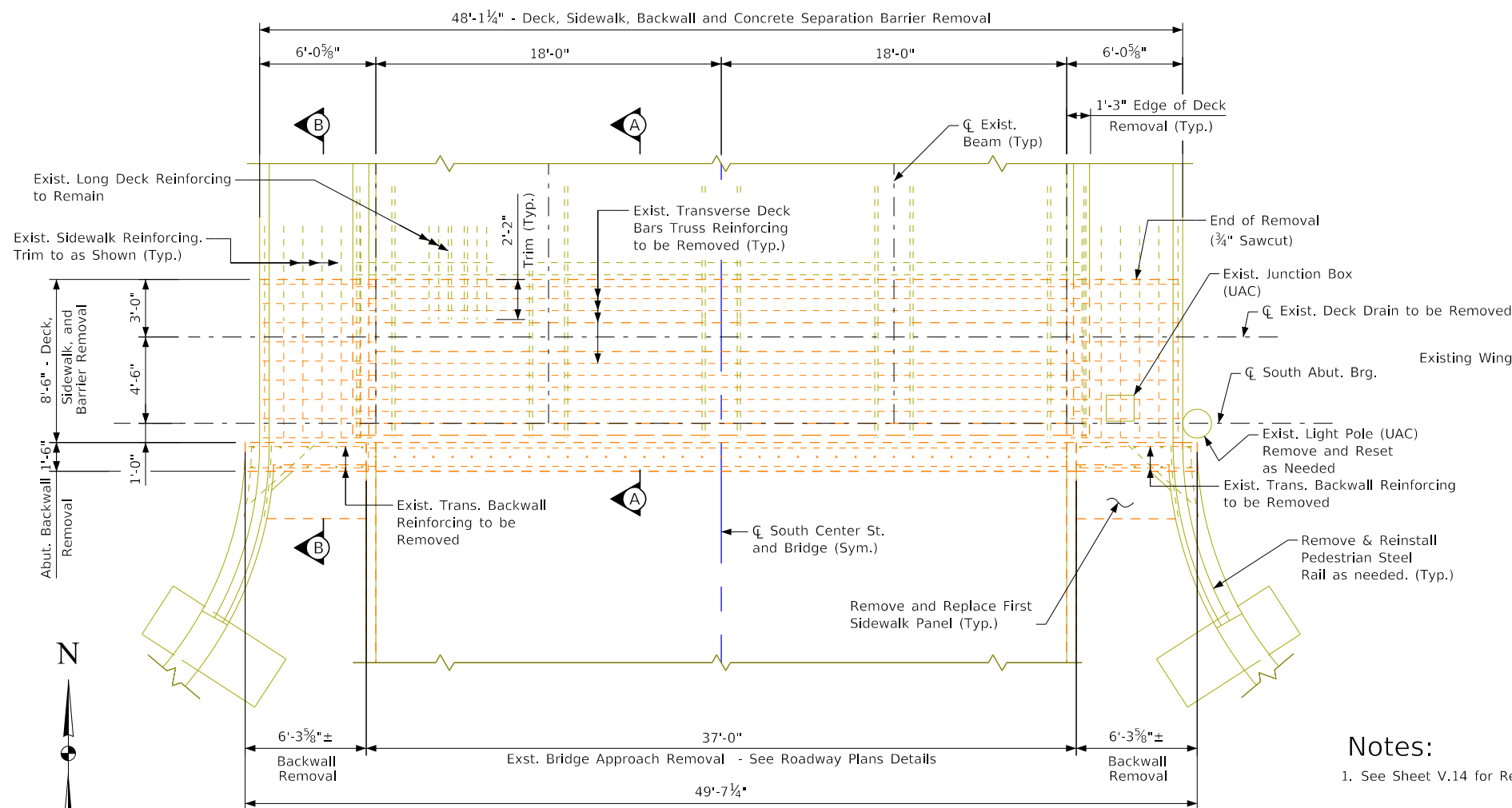


Half Abut. Elev.
(Looking North)

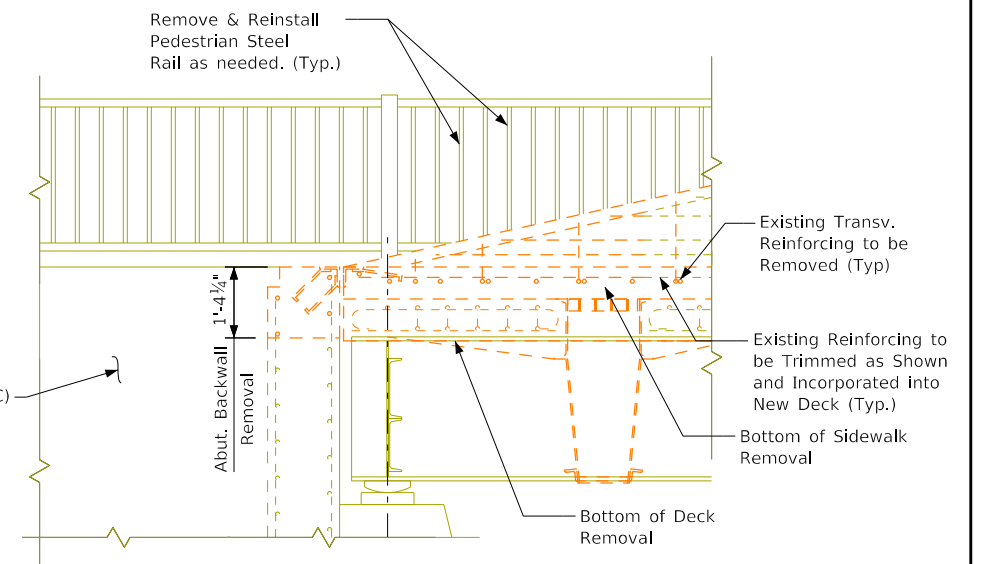
Half Superstructure
(Looking North)



Section A-A



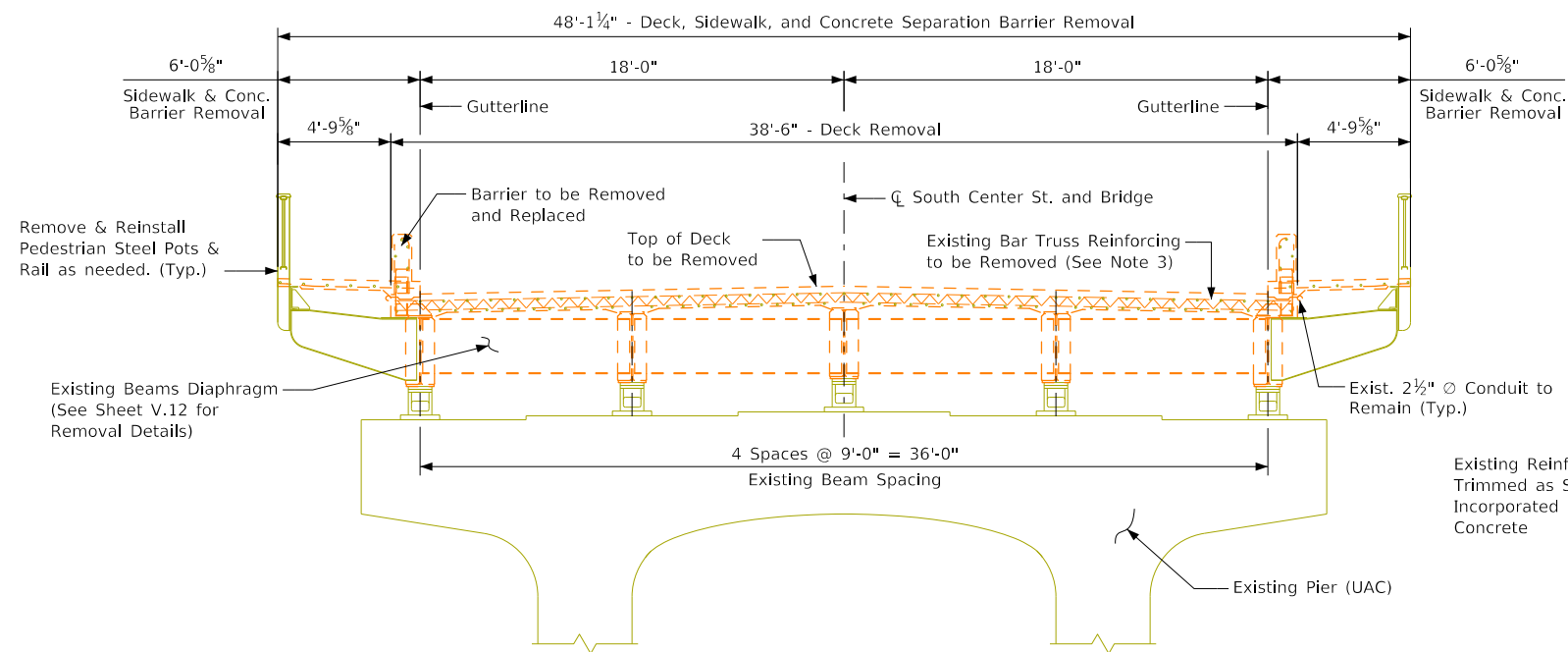
Plan View



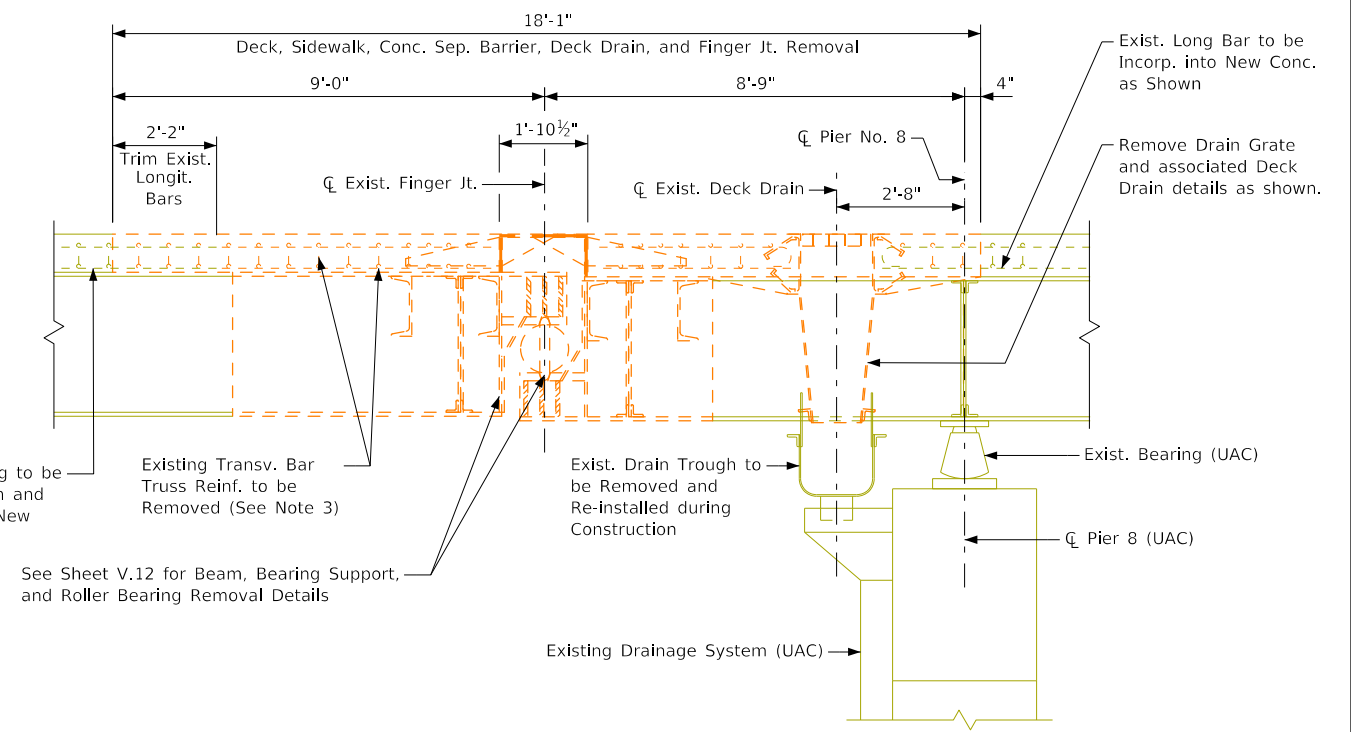
Section B-B - Backwall Removal

- Notes:
1. See Sheet V.14 for Removal Notes

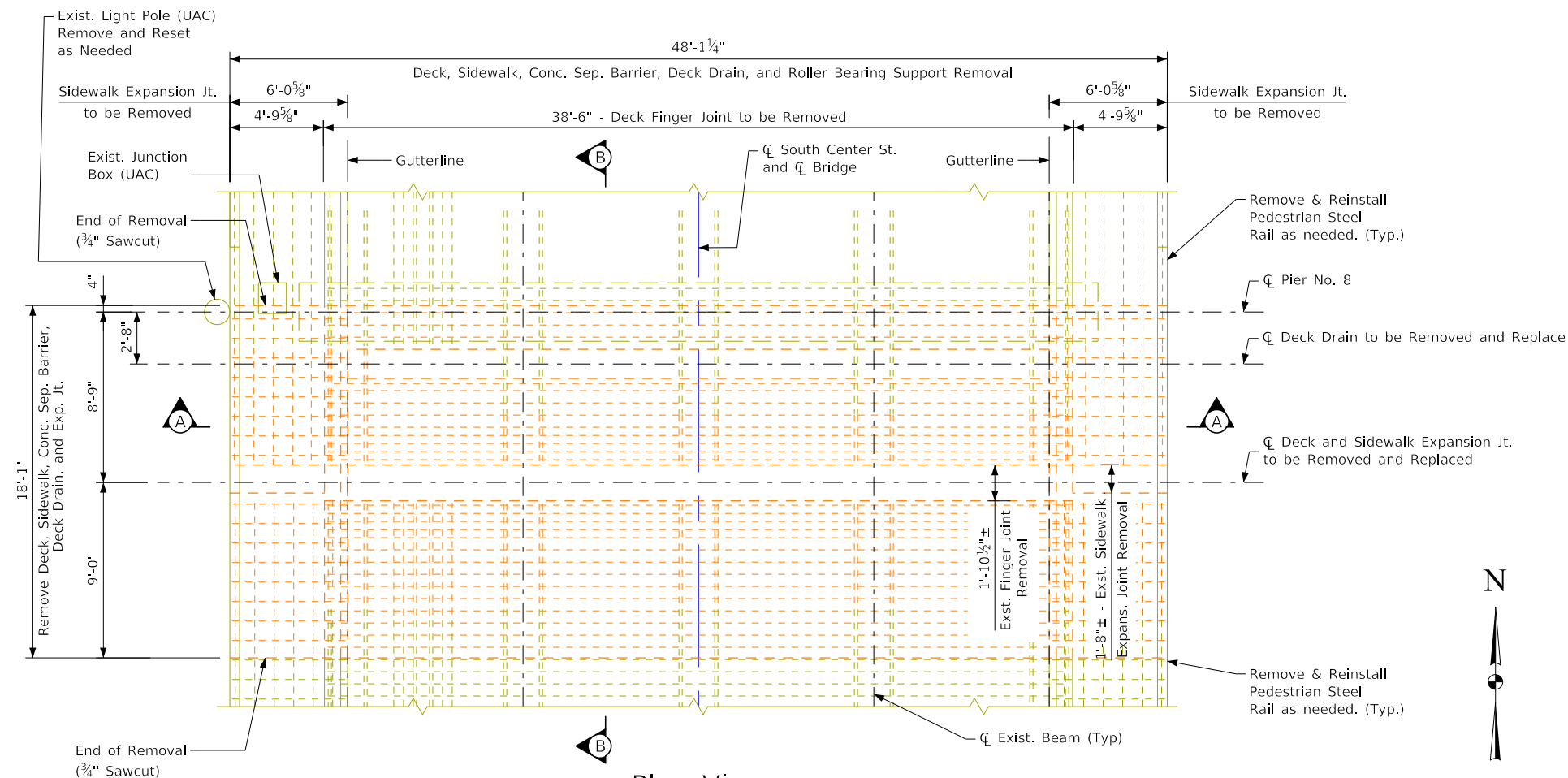
Design For Repairs to 0° Skew
1434'-0" x 36'-0" Steel Beam Bridge
 with Two 4'-6" Sidewalks
 56'-0" End Spans 18 - Variable Length Interior Spans
Removal Details - South Abutment
 Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
 IOWA DEPARTMENT OF TRANSPORTATION
 Design No. Design Sheet No. 10 of 37 FHWA No. 035410



Section A-A
(Pier 8 Looking North, Pier No. 14 Similar)



Section B-B
(Pier 8 shown, Pier No. 14 Similar)

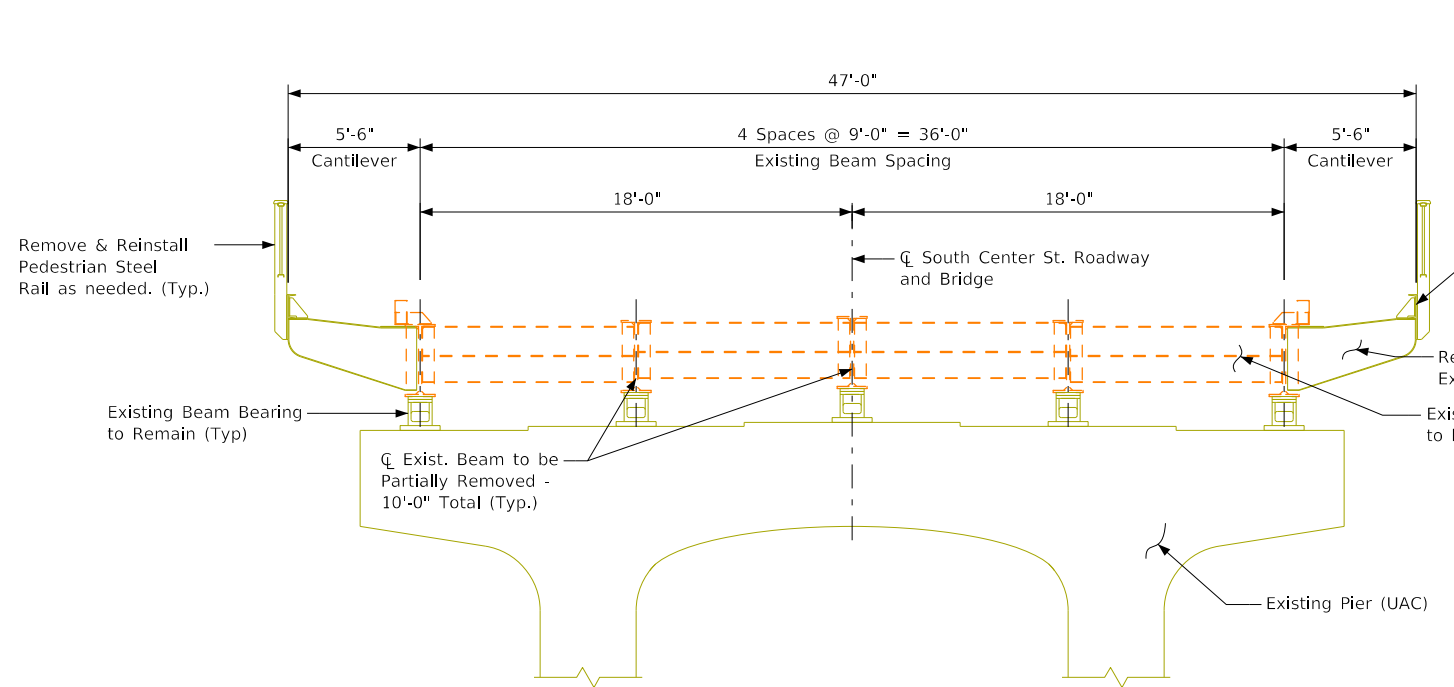


Plan View
(Pier 8 shown, Pier No. 14 Similar)

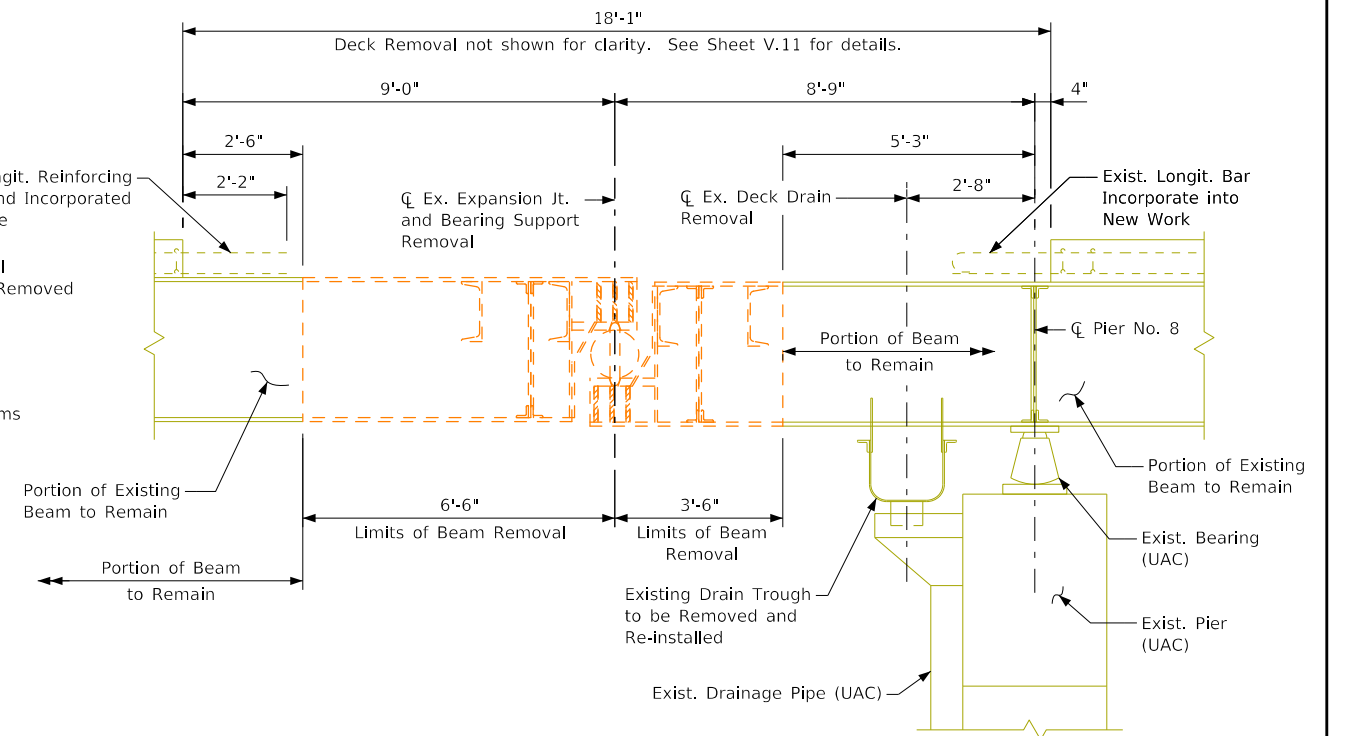
Notes:

1. See Sheets V.14 for Removal Notes.
2. Existing Deck Drain Full Roadway Width To be Removed.
3. Existing Transverse Deck Reinforcing consist of a Bar Truss containing pairs of #4 Bars Top & Bottom Welded to #3 Diagonal bars. Bar Trusses spaced at 7½". See Original Constr. Plans Design 20-45 for Additional Details.
4. See Sheet V.7 & V.8 for Required Containment System for Pier No. 8. over Union Pacific Rail Road.

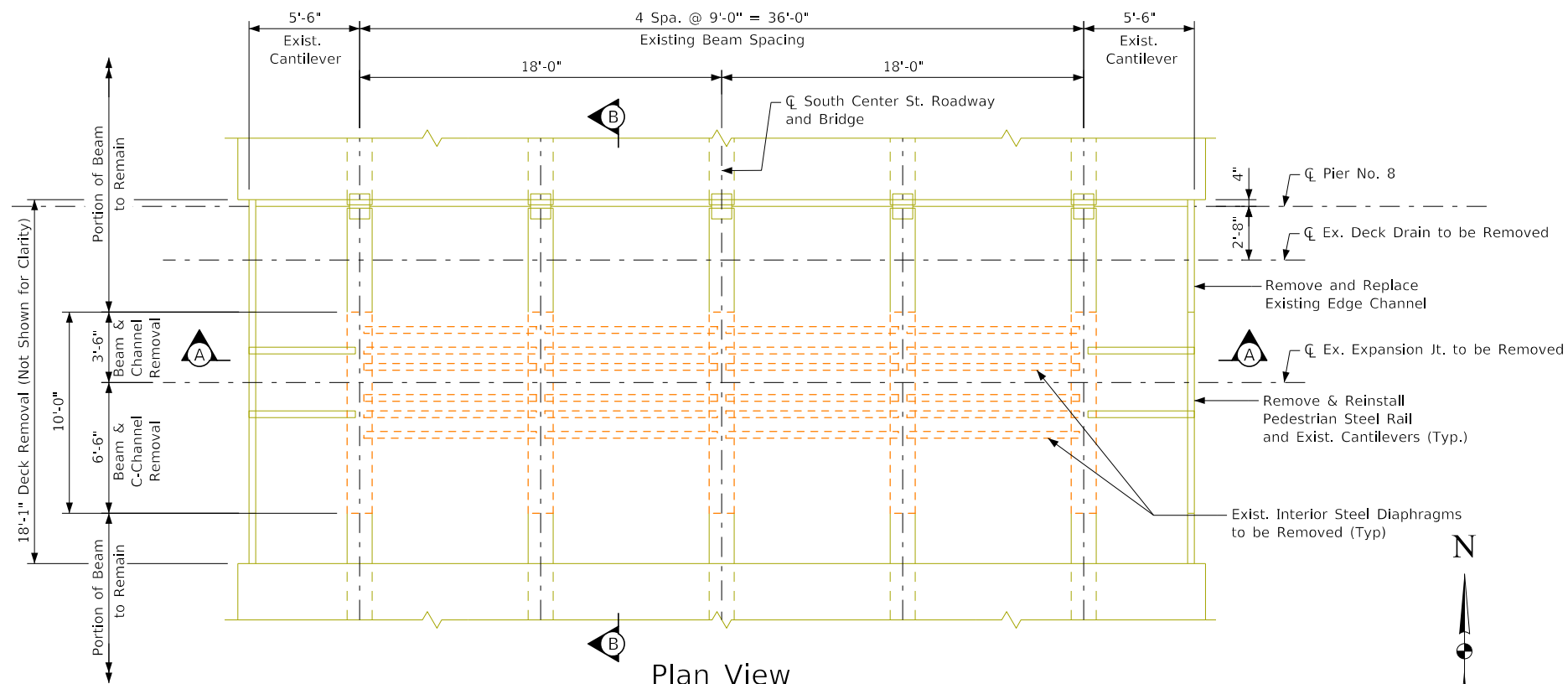
Design For Repairs to 0° Skew
1434'-0"×36'-0" Steel Beam Bridge
 with Two 4'-6" Sidewalks
 56'-0" End Spans 18 - Variable Length Interior Spans
Pier Drain, Slab, & Joint Removal Details
 Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
 IOWA DEPARTMENT OF TRANSPORTATION
 Design No. Design Sheet No. 11 of 37 FHWA No. 035410



Section A-A
(Pier 8 Looking North, Pier No. 14 Similar)



Section B-B
(Pier 8 shown, Pier No. 14 Similar)

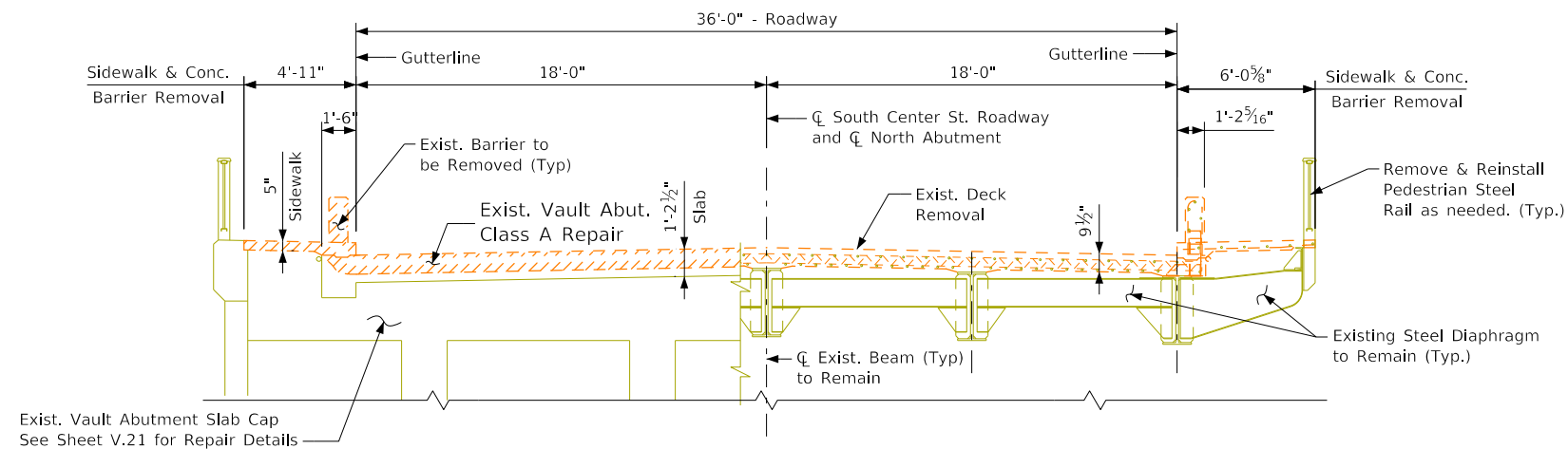


Plan View
(Pier No. 8 Shown, Pier No. 14 Similar
Reinforcing not shown for Clarity)

Notes:

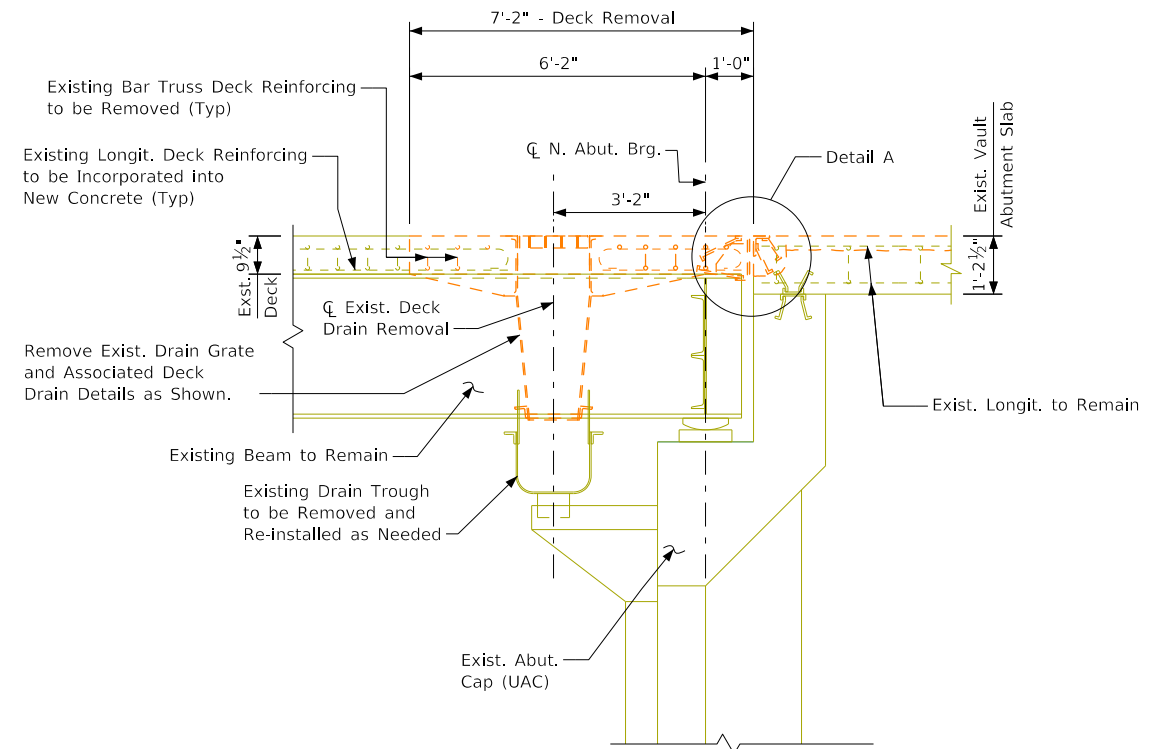
1. See Sheets V.14 for Removal Notes.
2. See Sheet V.7 & V.8 for Required Containment System for Pier No. 8.

Design For Repairs to 0° Skew		
1434'-0"×36'-0" Steel Beam Bridge		
with Two 4'-6" Sidewalks		
56'-0" End Spans	18 - Variable Length Interior Spans	
Pier Beam & Bearing Removal Details		
Sta. 51+47.70 (South Center St.)	Turn-in Date: Aug 2025	
City of Marshalltown		
IOWA DEPARTMENT OF TRANSPORTATION		
Design No.	Design Sheet No. 12 of 37	FHWA No. 035410

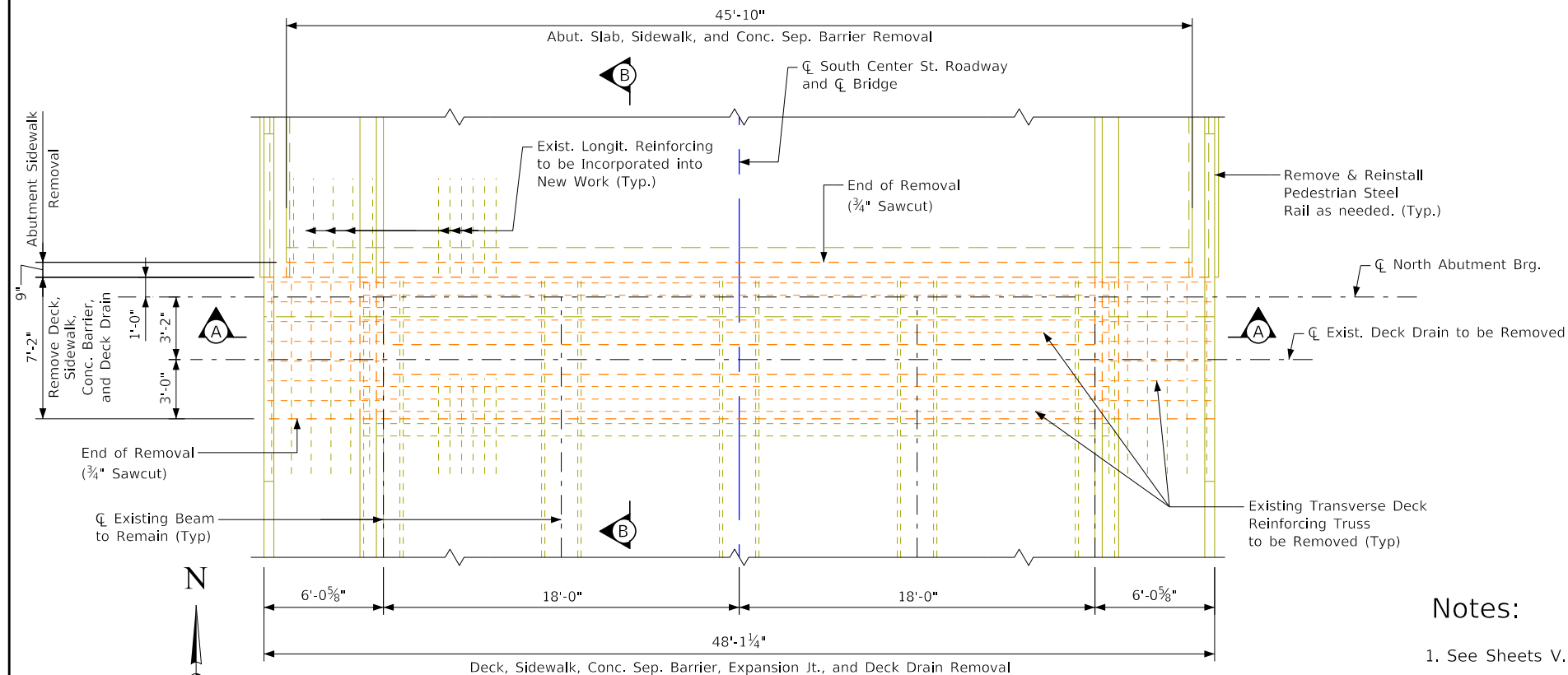


Half Abut. Elev. — Section A-A
(Looking North)

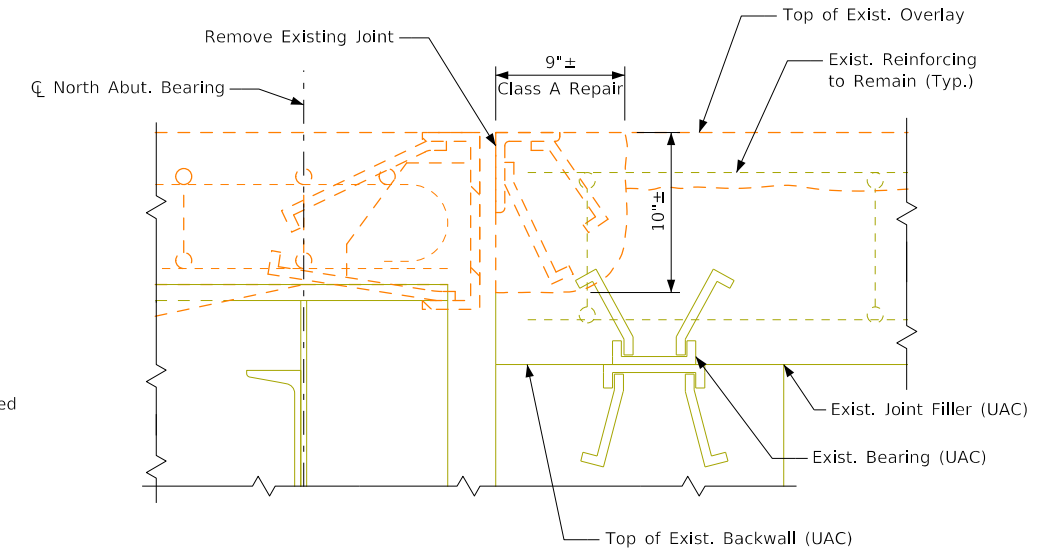
Half Superstructure — Section A-A
(Looking North)



Section B-B



Plan View

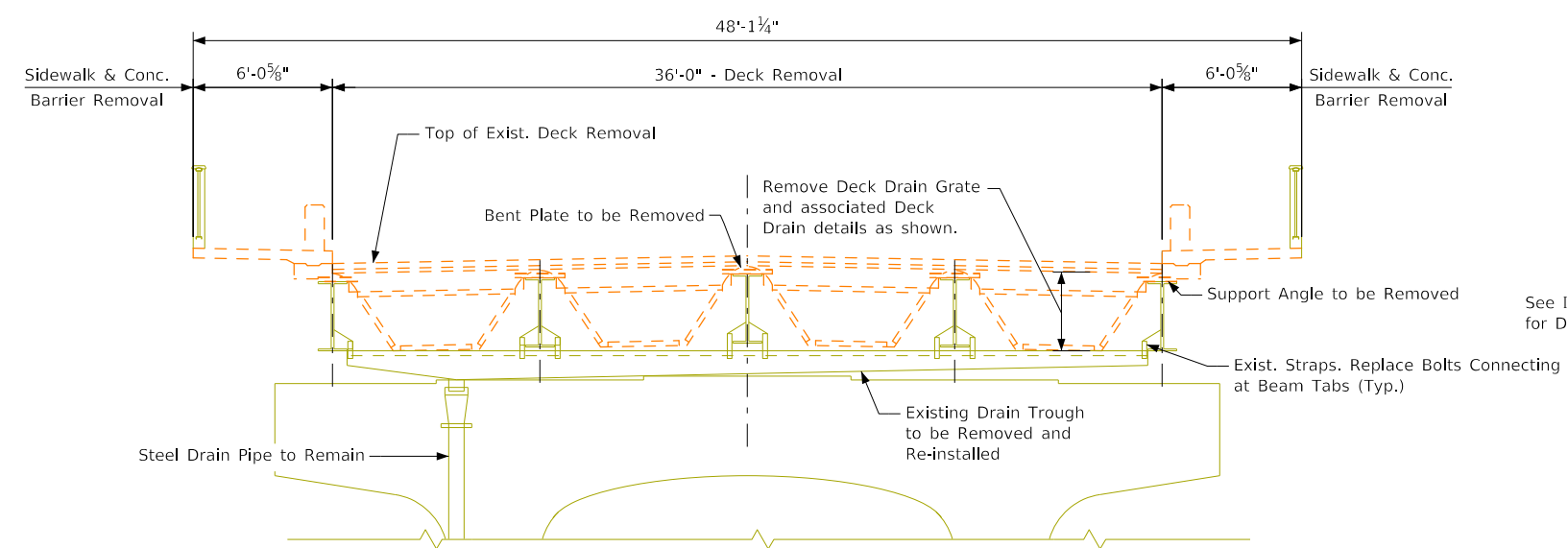


Detail A

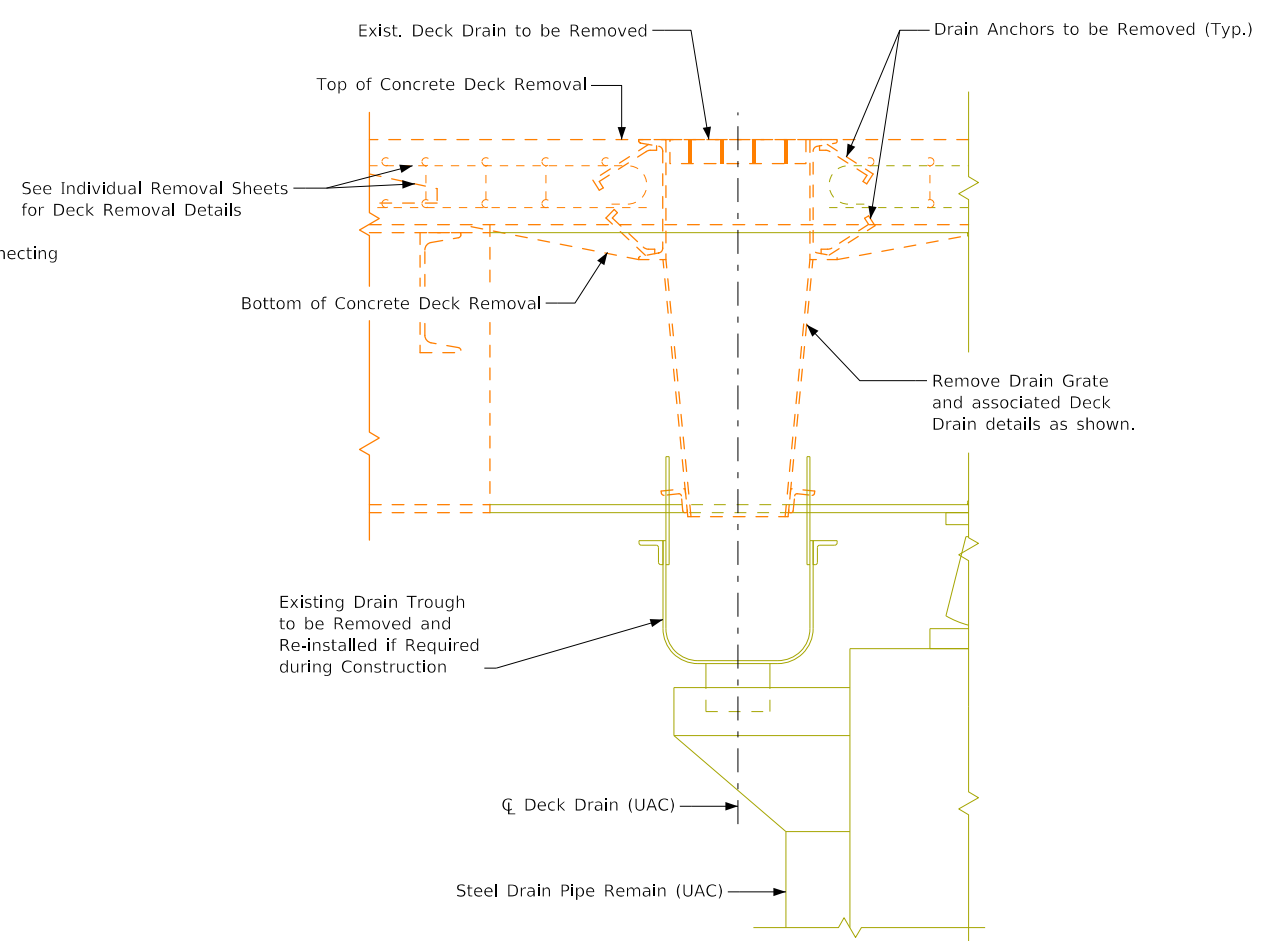
Notes:

1. See Sheets V.14 for Removal Notes.
2. Contractor shall Design and Provide any Necessary Temp. Shoring needed for Construction.
3. Holes Patch Existing Deck for Hanger Bars.

Design For Repairs to 0° Skew
1434'-0" x 36'-0" Steel Beam Bridge
 with Two 4'-6" Sidewalks
 56'-0" End Spans 18 - Variable Length Interior Spans
Removal Details - North Abutment
 Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
 IOWA DEPARTMENT OF TRANSPORTATION
 Design No. Design Sheet No. 13 of 37 FHWA No. 035410



Plan View — Typical Deck Drain Removal



Removal Notes:

Dashed Orange Lines and Hatched Areas in Sheets V.07 through V.14 Indicate Concrete and Structural Steel Removals.

These Plans show Details of the Partial Superstructure Removal on the Existing Bridge. All Partial Removals shall be in Accordance with Section 2401 of the Standard Specifications. All such Removal shall be to Neat Saw Cuts to Provide Clean Straight Surfaces at the Interface Between New Concrete and Removing Concrete. The Removal shall be done in a Manner which will Prevent any Damage to the Existing Structures to Remain. The Contractor shall Assume Full Responsibility for any Damage caused and shall Repair any Damage Area to its Original Condition, as Directed by the Engineer, at the Contractors' Expense. Any Existing Reinforcing Steel which is Designated as, "Trimed as Shown", "Remain" or "UAC" and is Exposed during Removal Operations is to be Carefully Protected, Cleaned and Incorporated into New Construction as shown on these Plans.

In Addition, at Piers 8 and 14, Additional Removal Details of Sections of Beams, Bearings, Finger Expansion Joint, along with the Deck Drainage Assemblies and Concrete Bridge Deck Removal are Required. All Removals shall be in Accordance with Section 2401 of the Standard Specifications. All such Concrete Removals shall be Initiated with Neat 3/4" Saw Cuts to Provide Clean Straight Surfaces at Interfaces between New Concrete and Remaining Existing Concrete. The Removal shall be done in a manner which will Prevent any Damage to the Existing Structure to Remain. The Contractor shall Assume Full Responsibility for Any Damage caused and shall Repair any Damaged Area to its Original Condition, as directed by the Engineer, at the Contractor's Expense.

In the Event that the Existing Sections of Beams to Remain are Damaged during the Partial Beam or Deck Removal, the Contractor shall Repair or Replace the Damaged Beam or Beams deemed Unacceptable. All Material, Labor, Equipment Required for the Removal and Replacement or Repair of the damaged Beam or Beams, and Bearings shall be Considered Incidental to the Lump Sum Bid for "Removal, as per Plan". Beam Sections, Bearings, and Diaphragms, which are not to be Reused, shall become the Property of the Contractor.

Removal of Bridge Sections shown in the Removal Sheets over UPRR Right of Way shall be Initiated only after the Full Containment System has been Reviewed, Approved, and is in Place. The Containment System shall Prevent any Demolition Materials or Equipment from Falling/Dropping onto UPRR Track. The Bridge Contractor is to use Extreme Care when Removing the Deck Concrete at the Beam Locations to Avoid Damaging the Top Flange of the Beam. Prior to Commencing any Deck Removal Work, the Contractor shall submit a Demolition Plan to the UPRR and Engineer for Approval. The Contractor shall Notify the Engineer of the Start Date for Deck Removal Work in order to Demonstrate the Removal Procedure on a Small Portion of the Deck while the Inspector is Present. Damage may require the Contractor to Modify the Removal Process prior to Approval to Proceed. Once the Deck Concrete over the Beam is Removed, All Remaining Debris shall be Cleaned from the Beams to provide a Suitable Bond to the New Concrete Deck. All Damage Sustained to the Top Flange in addition to being Repaired.

Design For Repairs to 0° Skew

1434'-0"×36'-0" Steel Beam Bridge

with Two 4'-6" Sidewalks

56'-0" End Spans18 - Variable Length Interior Spans

Miscellaneous Removal Details

Sta. 51+47.70 (South Center St.)Turn-in Date: Aug 2025

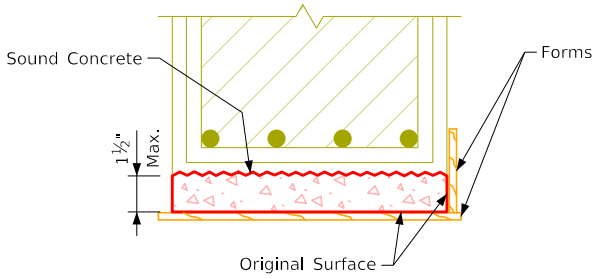
City of Marshalltown

IOWA DEPARTMENT OF TRANSPORTATION

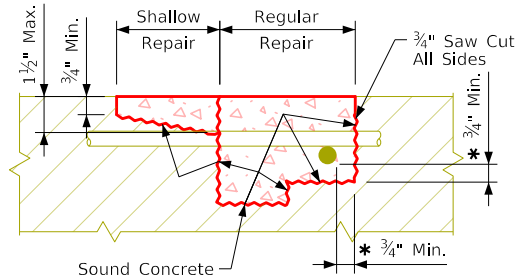
Design No. Design Sheet No. 14 of 37FHWA No. 035410

FILE NO.	ENGLISH	DESIGN TEAM Stanley Consultants Inc.	City of Marshalltown	PROJECT NUMBER BHM-4797(629)--8K-64	SHEET NUMBER V.14
10:32:19	09/16/2025	10313	pw:\\SCL-PW\\INTEG-2.stanleygroup.com:Datasource-1\\Documents\\City_of_Marshalltown\\29951.01 - South Center St. Bridge Rehabilitation\\11-CADD\\Bridge\\Preliminary\\ORD_29951_DSNNO_035410_SPN.dgn		

Revised 10-2014 - Deleted All References to Grout. Section 2426 Covers this Requirement and Doesn't Need to be Stated on the Plans.
RepairRetrofitBridges.dgn • 1045 • This Sheet Redrawn 09-27-1990.
RepairRetrofitBridges.dgn • 1045 • This Sheet Re-Issued 07-23.

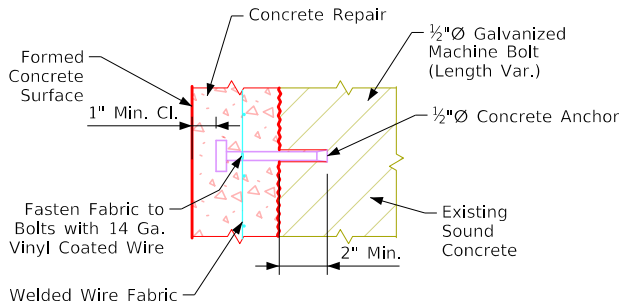


Shallow Repair
Bottom Surface



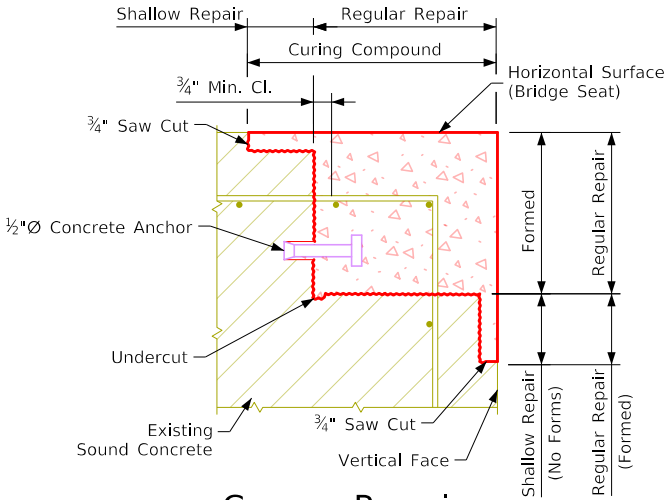
Repair Definition

* Indicates Clearance for an Un-Bonded Rebar.

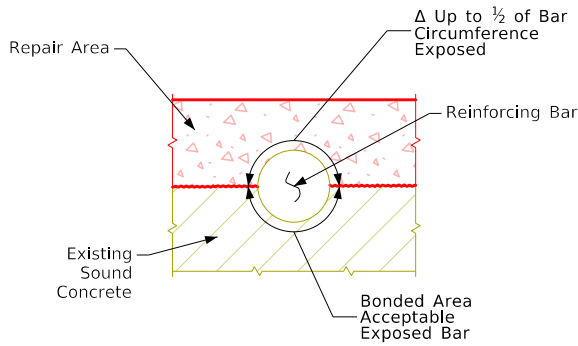


Anchor Detail

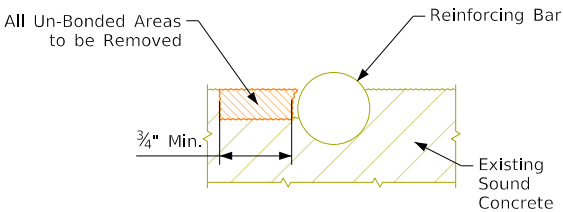
For Spacing and Use of Concrete Anchors
and WWF See the Repair Notes.



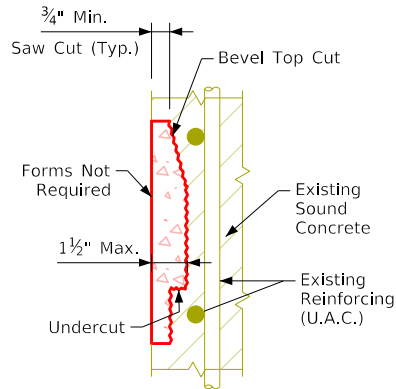
Corner Repair



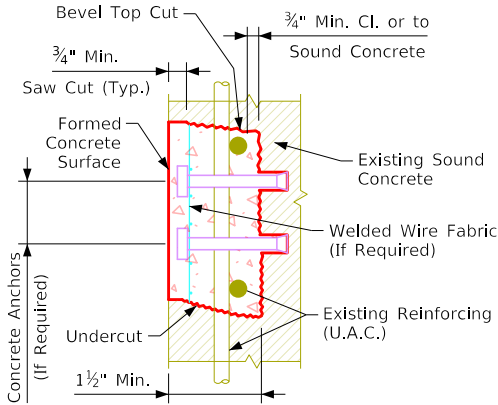
Δ If more than 1/2 of the rebar is exposed it
shall be treated as an un-bonded rebar.



Concrete Removal
Adjacent to Reinforcing



Shallow Repair
Vertical Face



Regular Repair
Vertical Face

Repair Notes:

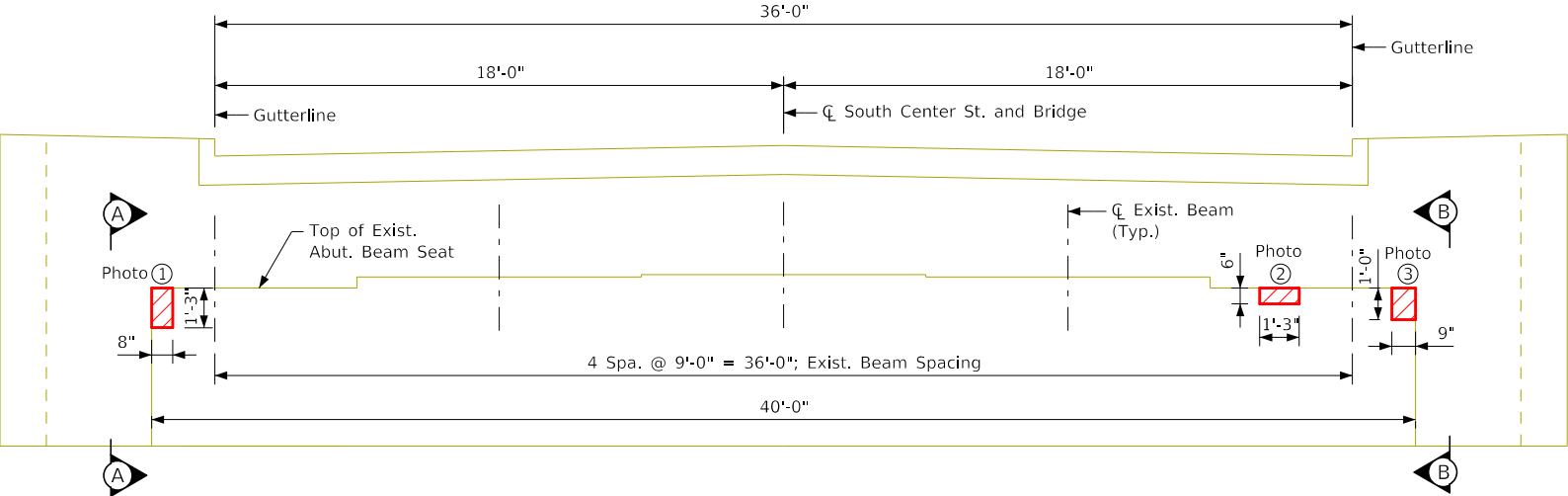
- The spalled and hollow areas of this bridge as noted and shown in these plans shall be repaired as follows:
- All the costs of equipment and materials required to repair the spalled and hollow areas of this bridge shall be included in the price bid for "Concrete Repair".
 - The price bid for "Concrete Repair" shall include the cost of all concrete anchors and welded wire fabric required by the plans.
 - The Engineer shall determine and outline by visual and audible inspection the actual areas of the concrete repairs. The Contractor shall be paid for the actual amount of repairs made on a square foot basis based on the price bid per square foot.
 - All existing reinforcing bars that are exposed by the concrete removal shall be cleaned and carefully incorporated into the new work, except badly deteriorated existing reinforcing which shall be replaced as directed by the Engineer.
 - The concrete anchors required shall have a minimum pull out of 5,000 lbs based on 4,000 psi concrete. An anchor meeting the requirements of Iowa D.O.T. Materials I.M. 453.09 and the pull out load above is required. The anchors shall be galvanized and shall be installed according to recommendations of the Manufacturer. The cost of furnishing and installing the concrete anchors shall be included in the price bid for "Concrete Repair".
 - The welded wire fabric shall be ASTM A185 and galvanized as per ASTM A-641. The WWF wires shall be spaced 3x3 or 4x4 and the wires shall have a nominal area of 0.014 to 0.029 sq in inclusive, example "WWF 3x3 - W1.4xW2.9".
- Where reinforcement has been exposed and clearance around the periphery of the existing bar is provided, no supplemental reinforcing is required, except where existing reinforcement density and pattern are such that individual open spaces between bars are of 1.5 sq ft or larger. For this condition 1/2"Ø concrete anchors and welded wire fabric shall be installed at the rate of one concrete anchor with WWF per each 1.5 sq ft of area within each open space.
- Repairing the structural concrete shall be in accordance with Section 2426, of the Standard Specifications.

* Regular Repair Concrete Placement

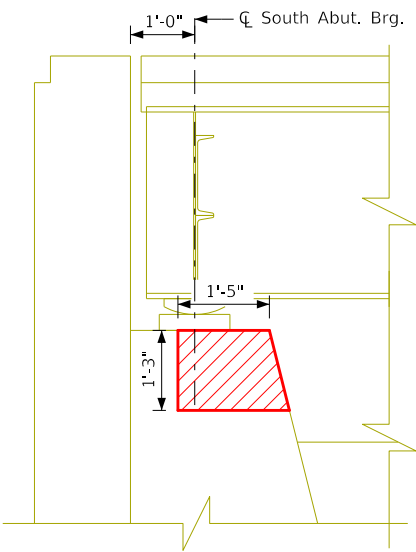
Location	Units	Quantity
South Abutment Seat	Sq. Ft.	6.0
North Abut. Vault and Retaining Wall - Outside East	Sq. Ft.	85.0
North Abut. Vault and Retaining Wall - Outside West	Sq. Ft.	161.0
North Abut. Vault Interior	Sq. Ft.	168.0
Barrier	Sq. Ft.	4.5
Total (Sq. Ft.)		424.5

* See Sheets V.16-V.24 for Conc. Repair Locations. All
Repair Quantities are increased by 20%.

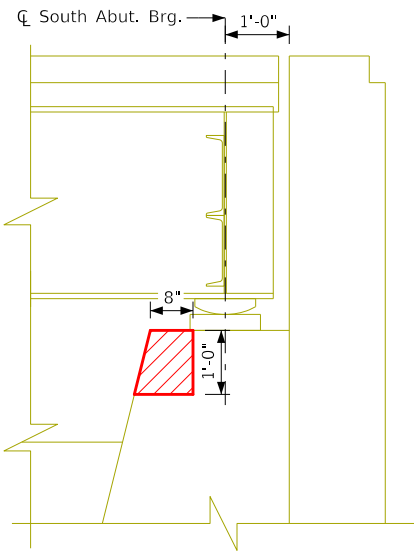
Design For Repairs to 0° Skew
1434'-0"×36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks
56'-0" End Spans 18 - Variable Length Interior Spans
Concrete Repairs
STA. 51+47.70 (South Center St.) Letting Date Jan. 21, 2026
City of Marshalltown
Iowa Department of Transportation
Design No. Design Sheet No. 15 of 37 FHWA No. 035410



South Abut. Elevation
(Looking South)



Section A-A
(Outside Looking West)



Section B-B
(Outside Looking East)

PHOTO ①



PHOTO ②



PHOTO ③



Concrete Repair
(All Repairs are
Increased by 20%)

Concrete Repair Quantities		
Location	Units	Quantity
Concrete Repair - Regular	Sq. Ft.	6.0

Design For Repairs to 0° Skew

1434'-0"×36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks

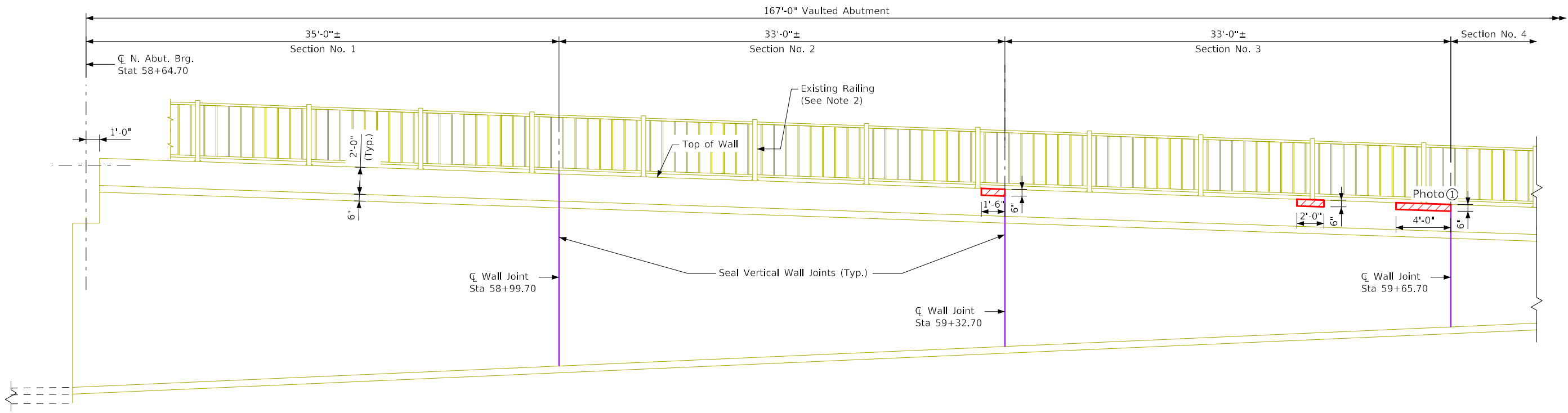
56'-0" End Spans 18 - Variable Length Interior Spans

South Abut. Seat Repair Detail

Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025

City of Marshalltown
IOWA DEPARTMENT OF TRANSPORTATION

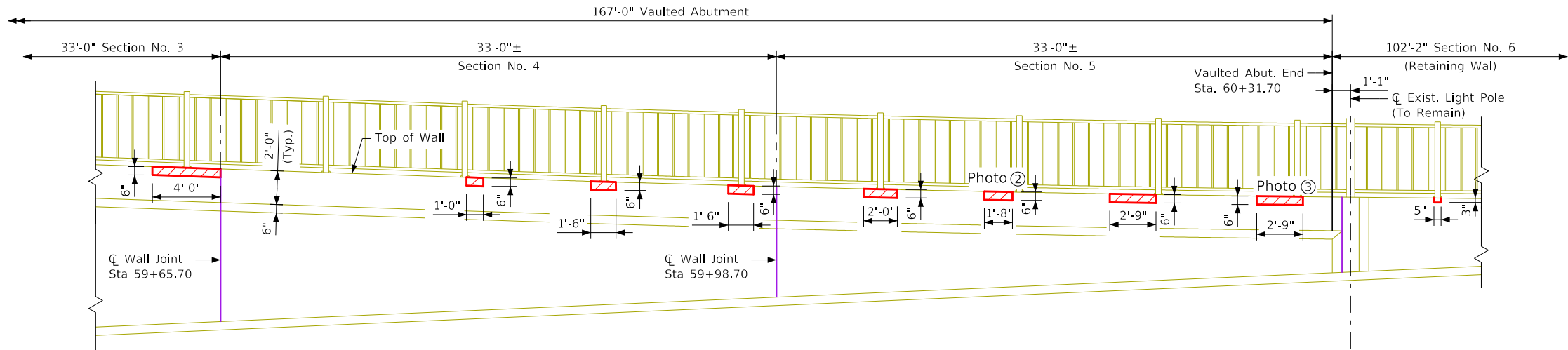
Design No. Design Sheet No. 16 of 37 FHWA No. 035410



Partial Elevation — North Abut. East Wall
(Outside Looking West)

Concrete Repair
(All Repairs are
Increased by 20%)

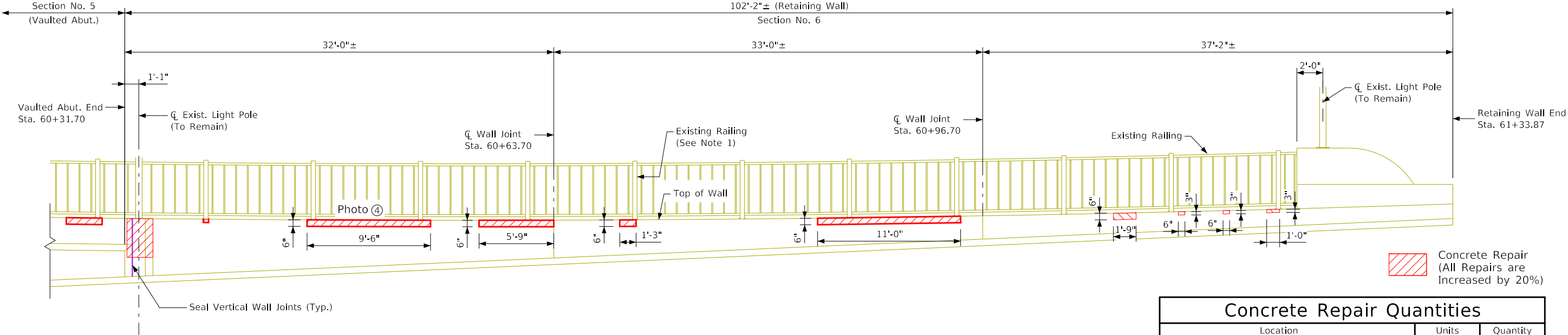
Concrete Repair Quantities		
Location	Units	Quantity
Concrete Repair - Regular	Sq. Ft.	38.0



Partial Elevation — North Abut. East Wall
(Outside Looking West)

- Notes:
1. See Sheet V.18 for Typical Top Plan View Repair.
 2. Rail Posts may be Removed and Re-installed as need to Perform Repairs. Contractor to provide fall protection as necessary for completion of work.
 3. See Sheet V.18 for Photos.

Design For Repairs to 0° Skew
**1434'-0"×36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks**
56'-0" End Spans 18 - Variable Length Interior Spans
Outside Wall Repair - North Abut.
Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
IOWA DEPARTMENT OF TRANSPORTATION
Design No. Design Sheet No. 17 of 37 FHWA No. 035410



Partial Elevation — North Approach East Retaining Wall
(Looking West)

Concrete Repair Quantities		
Location	Units	Quantity
Concrete Repair - Regular	Sq. Ft.	47.0

- Notes:
- Rail Posts may be Removed and Re-installed as need to Perform Repairs. Contractor to provide fall protection as necessary for completion of work.
 - See Sheet V.17 for Photo Locations.

Photo ①



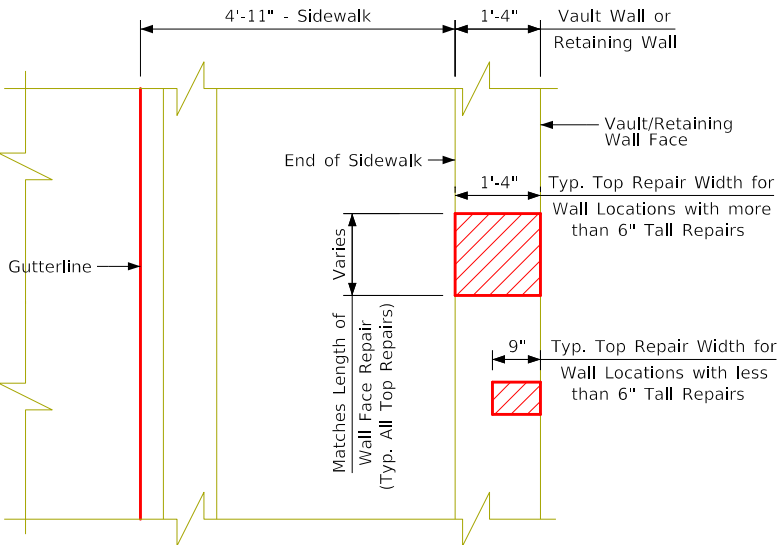
Photo ③



Photo ②



Photo ④



Plan View — Typical Vault And Retaining Wall Top Repairs

Design For Repairs to 0° Skew

1434'-0"×36'-0" Steel Beam Bridge

with Two 4'-6" Sidewalks

56'-0" End Spans18 - Variable Length Interior Spans

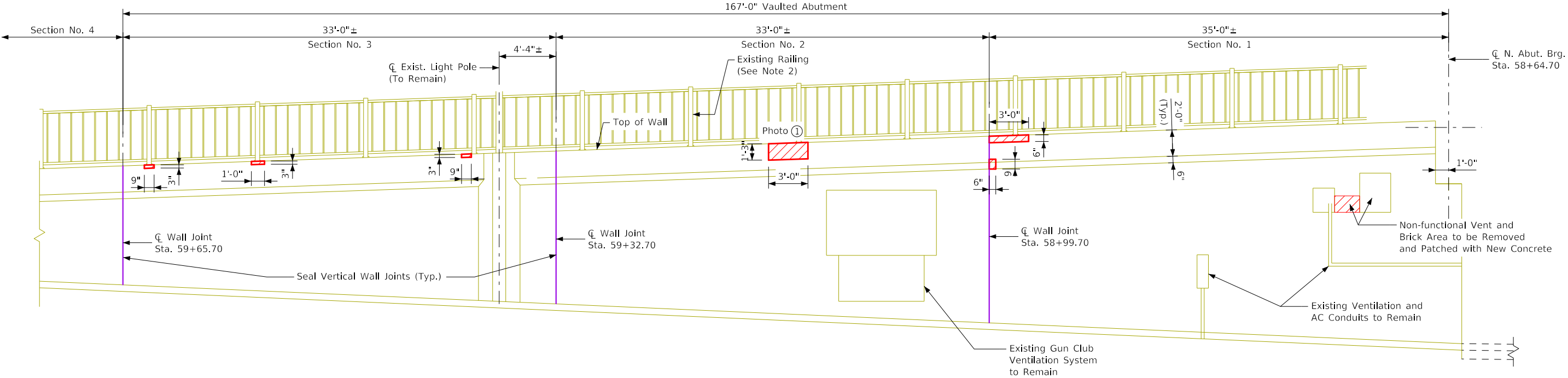
East Ret. Wall Repair - N. Approach

Sta. 51+47.70 (South Center St.)Turn-in Date: Aug 2025

City of Marshalltown

IOWA DEPARTMENT OF TRANSPORTATION

Design No. Design Sheet No. 18 of 37FHWA No. 035410

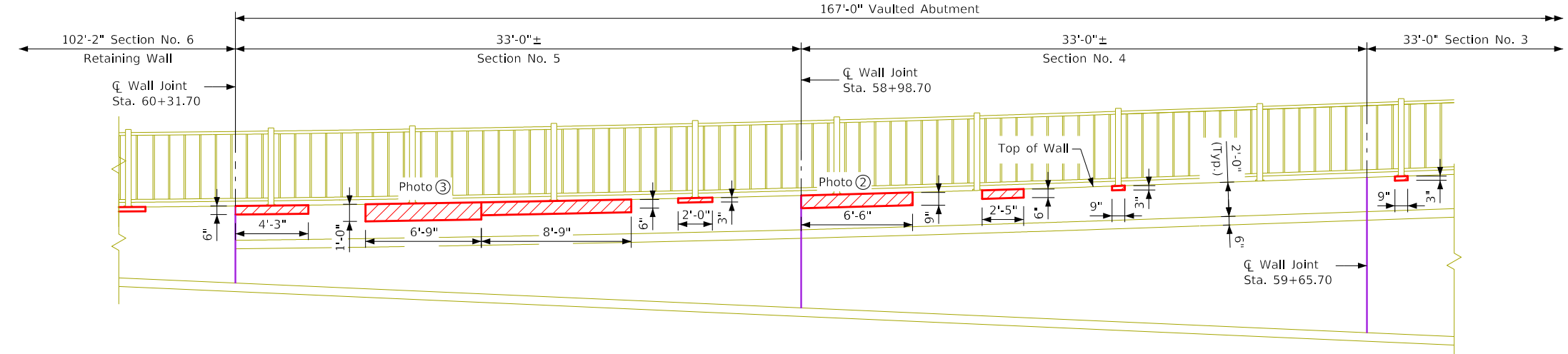


Partial Elevation — North Abut. West Wall
(Outside Looking East)

Concrete Repair Quantities		
Location	Units	Quantity
Concrete Repair - Regular	Sq. Ft.	82.5

 Concrete Repair
(All Repairs are Increased by 20%)

- Notes:
- See Sheet V.20 for Typical Plan View Repair.
 - Rail Posts may be Removed and Re-installed as need to Perform Repairs. Contractor to provide fall protection as necessary for completion of work.
 - See Sheet V.20 for Photos.



Partial Elevation — North Abut. West Wall
(Outside Looking East)

Design For Repairs to 0° Skew

1434'-0"×36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks

56'-0" End Spans 18 - Variable Length Interior Spans

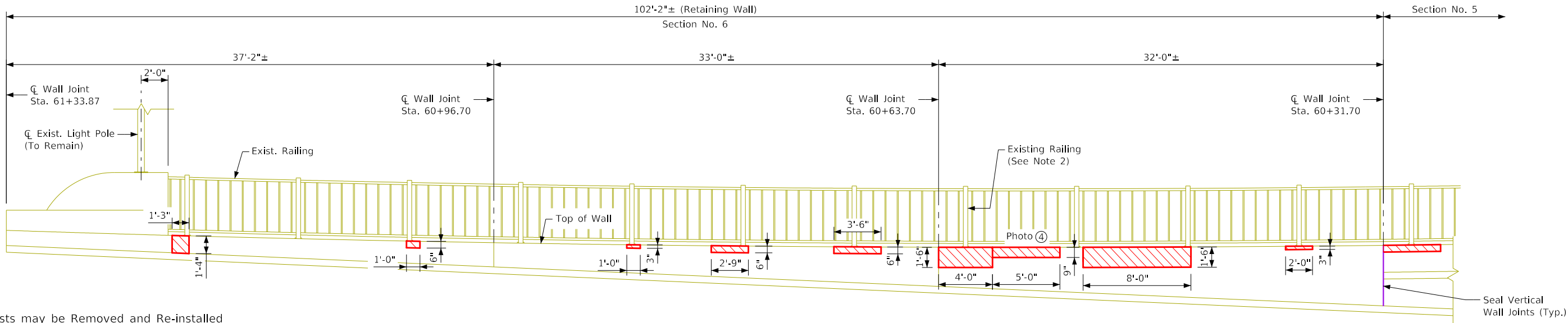
Outside Wall Repair - North Abut.

Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025

City of Marshalltown

IOWA DEPARTMENT OF TRANSPORTATION

Design No. Design Sheet No. 19 of 37 FHWA No. 035410



- Notes:
- 1. Rail Posts may be Removed and Re-installed as need to Perform Repairs. Contractor to provide fall protection as necessary for completion of work.
 - 2. See Sheet V.19 for Photo Locations.

Partial Elevation — North Approach West Retaining Wall
(Looking East)

Concrete Repair Quantities		
Location	Units	Quantity
Concrete Repair - Regular	Sq. Ft.	78.5

Photo ①



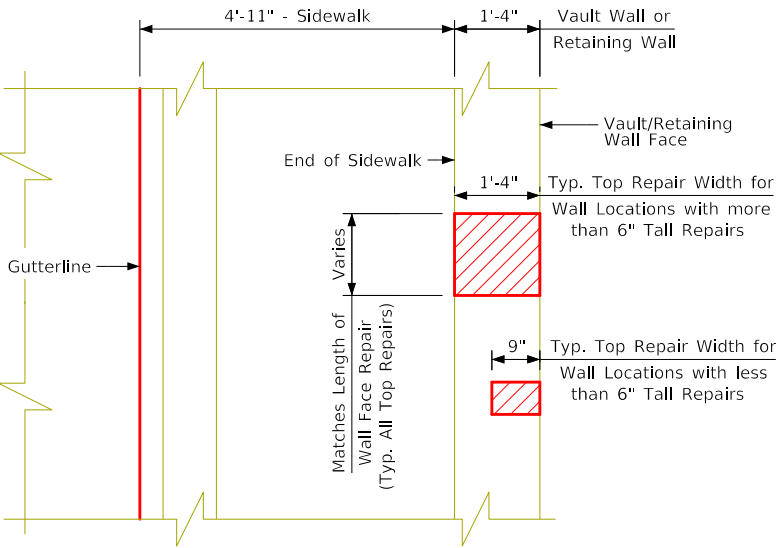
Photo ③



Photo ②

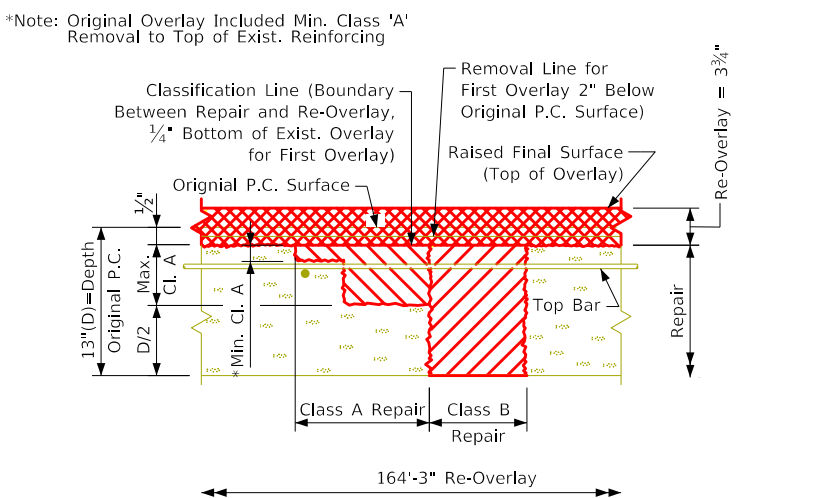


Photo ④

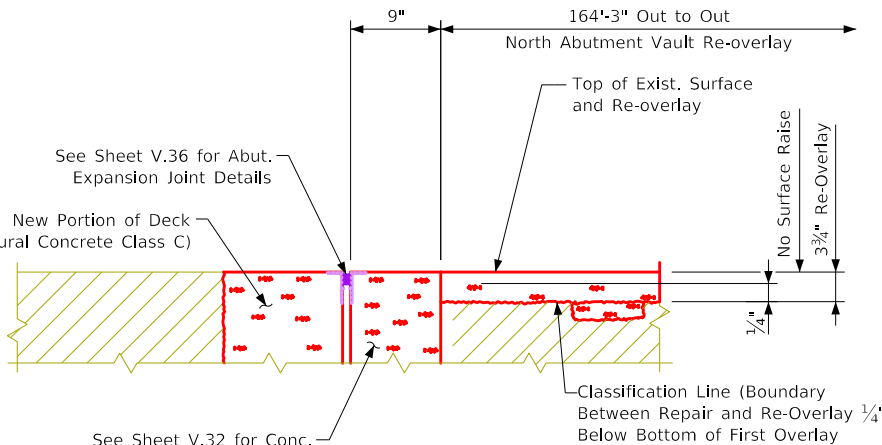


Plan View — Typical Vault And Retaining Wall Top Repairs

Design For Repairs to 0° Skew
1434'-0"×36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks
56'-0" End Spans 18 - Variable Length Interior Spans
West Ret. Wall Repair - N. Approach
Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
IOWA DEPARTMENT OF TRANSPORTATION
Design No. Design Sheet No. 20 of 37 FHWA No. 035410

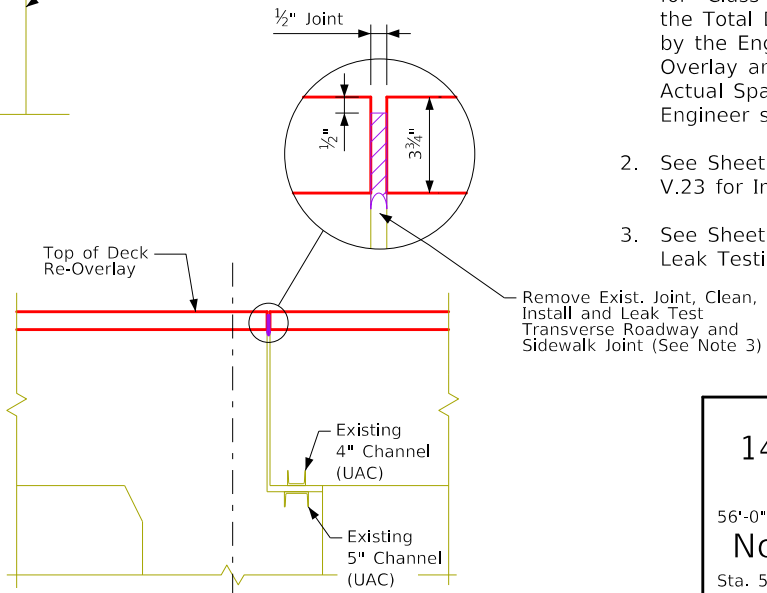


Repair and Overlay Definition



Section F-F
North Abutment

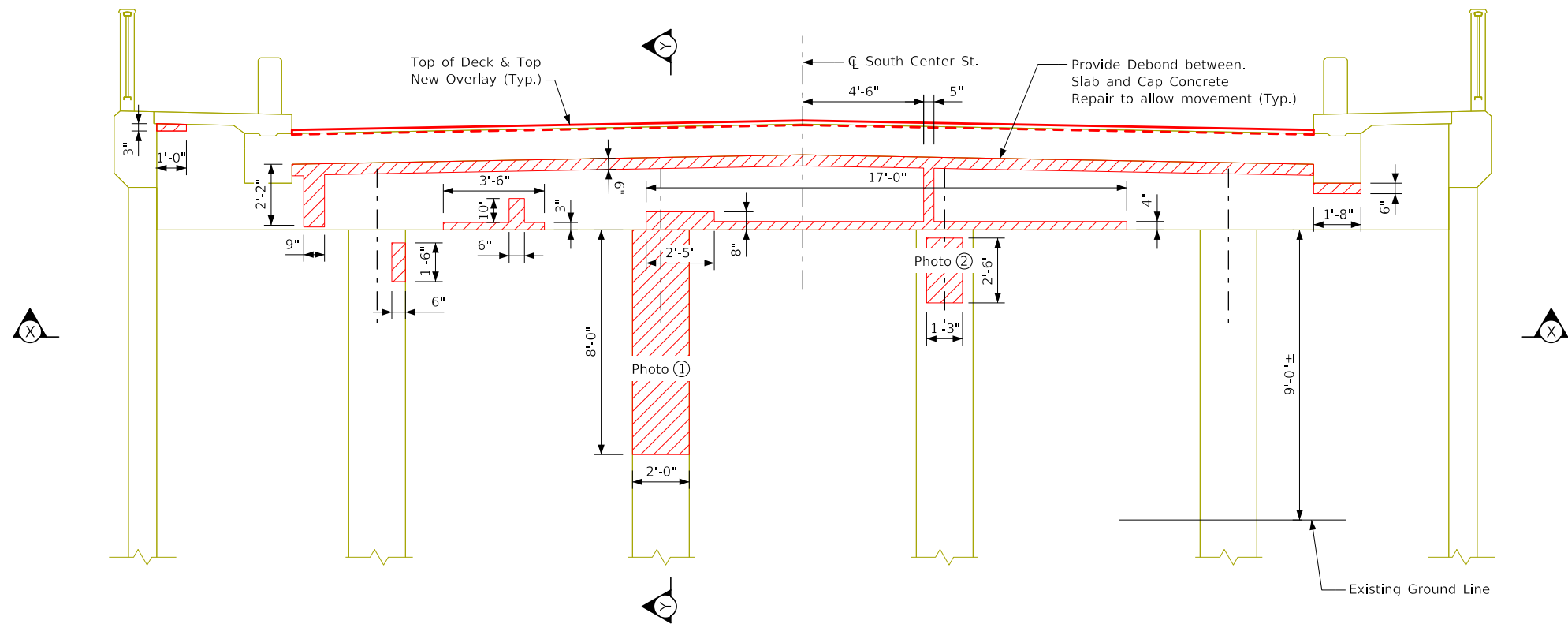
- Notes:
1. No Preliminary Deck Survey is shown. The Plan Quantity for "Class A Bridge Deck Repair" is Estimated as 20% of the Total Deck Area. The Actual Quantity is Determined by the Engineer after Approximately 3.5 Inch of Existing Overlay and 0.25" Classification Line has been Removed. Actual Spalled and Hollow areas as Determined by the Engineer shall be Repaired.
 2. See Sheet V.22 for Interior Cross-Section A-A. See Sheet V.23 for Interior Cross-Sections for B-B, C-C, and D-D.
 3. See Sheet V.05 for Notes on New Joints and Required Leak Testing of Joints.



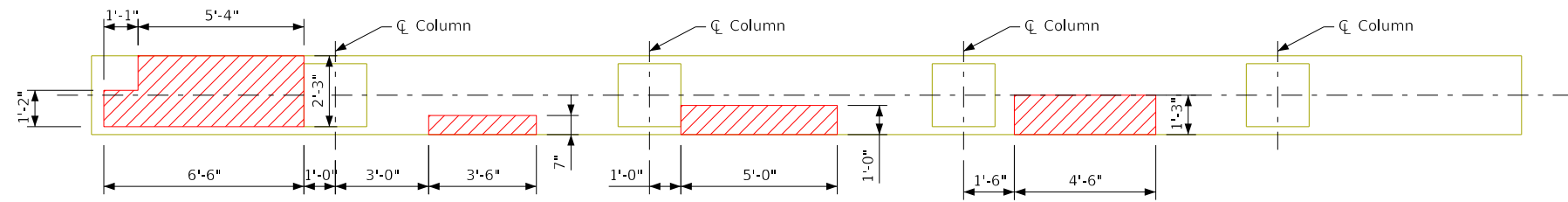
Section E-E (Typ. All Vault Joints)

JOINT PLACEMENT QUANTITIES		
Location	Units	Quantity
Slab & Sidewalk - Vertical Joint	Lin. Ft.	77.1
Sidewalk - Horizontal Joint	Lin. Ft.	202.5
Sidewalk - Horizontal Joint	Lin. Ft.	330.0
Total (Lin. Ft.)		609.6

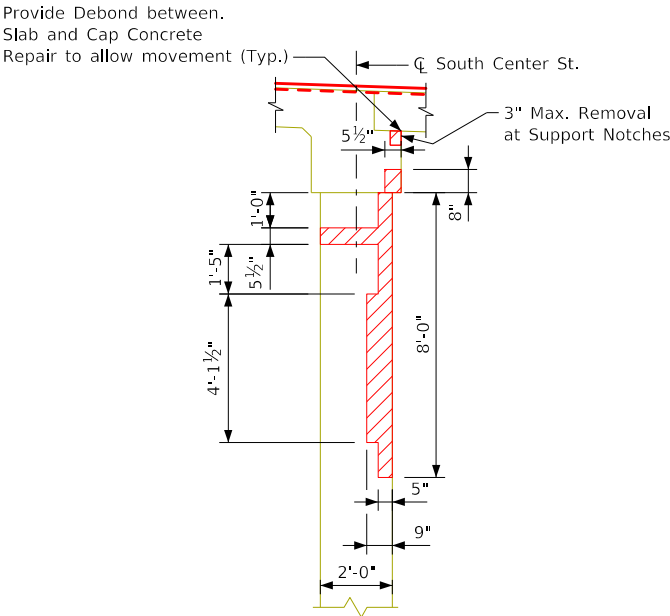
Design For Repairs to 0° Skew
1434'-0"×36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks
56'-0" End Spans 18 - Variable Length Interior Spans
North Abut. Vault Plan and Overlay
Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
IOWA DEPARTMENT OF TRANSPORTATION
Design No. Design Sheet No. 21 of 37 FHWA No. 035410



Section A-A Abutment Viaduct — Concrete Beam Section
(Sta. 58+98.70, Looking South)



View X-X
(Bottom View of Beam)



Section Y-Y
(Both Sides of Column)

Photo ①



Photo ②



Concrete Repair Quantities		
Location	Units	Quantity
Concrete Repair - Shallow	Sq. Ft.	0.0
Concrete Repair - Regular	Sq. Ft.	104.0

 Concrete Repair
(All Repairs are Increased by 20%)

Design For Repairs to 0° Skew

1434'-0"×36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks

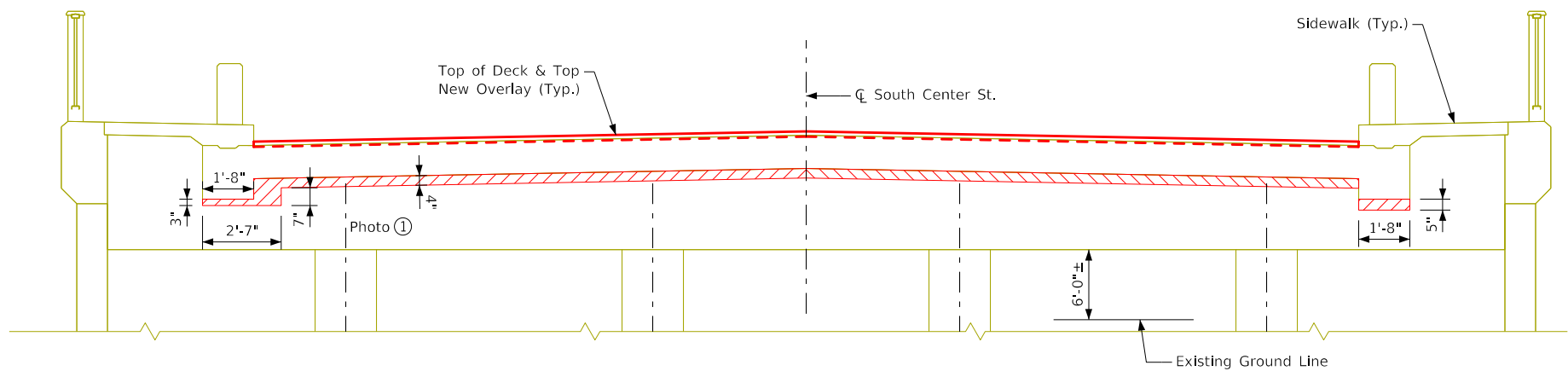
56'-0" End Spans 18 - Variable Length Interior Spans

North Abutment Bent Repairs

Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025

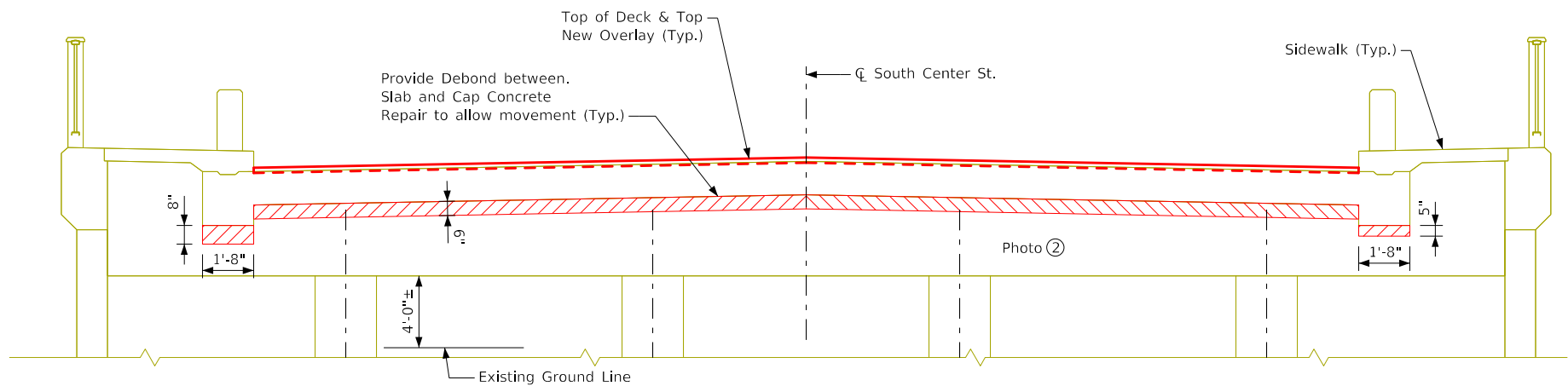
City of Marshalltown
 IOWA DEPARTMENT OF TRANSPORTATION

Design No. Design Sheet No. 22 of 37 FHWA No. 035410



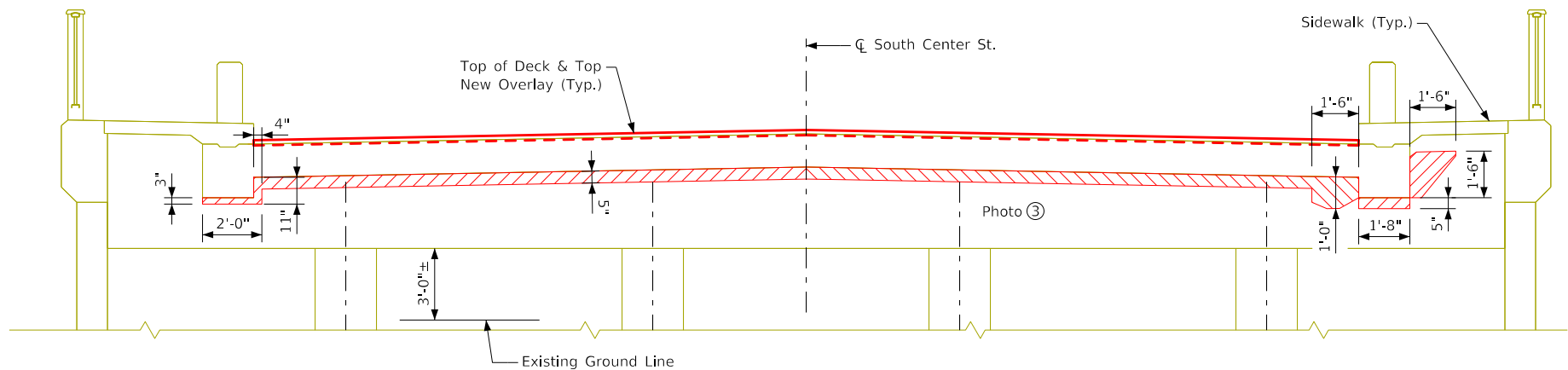
Section B-B Abutment Viaduct — Concrete Beam Section
(Sta. 59+31.70, Looking South)

Photo ①



Section C-C Abutment Viaduct — Concrete Beam Section
(Sta. 59+64.70, Looking South)

Photo ②



Section D-D Abutment Viaduct — Concrete Beam Section
(Sta. 59+97.70, Looking South)

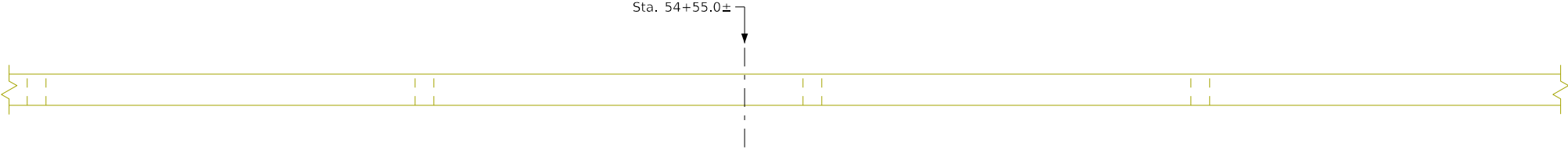
Photo ③



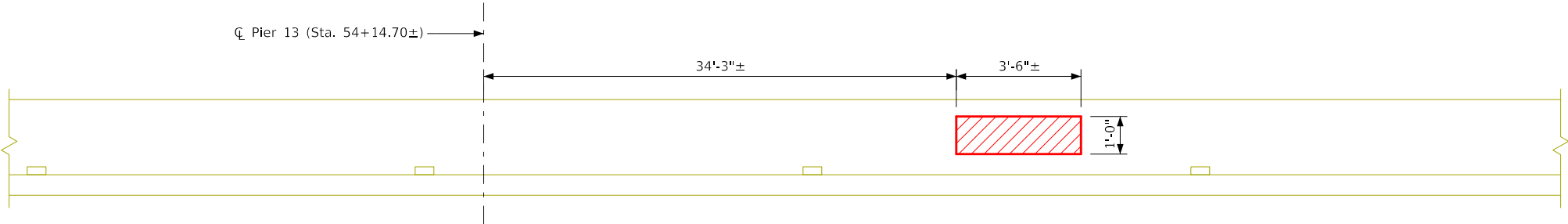
 Concrete Repair
(All Repairs are
Increased by 20%)

Concrete Repair Quantities		
Location	Units	Quantity
Concrete Repair - Shallow	Sq. Ft.	0.0
Concrete Repair - Regular	Sq. Ft.	64.0

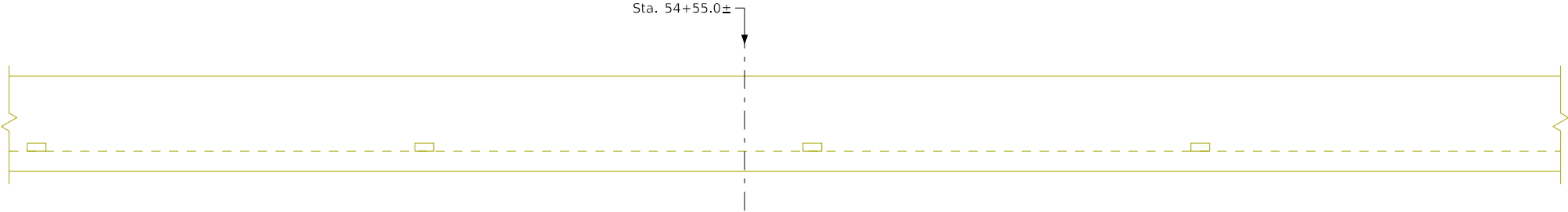
Design For Repairs to 0° Skew
1434'-0"×36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks
 56'-0" End Spans 18 - Variable Length Interior Spans
North Abutment Bent Repairs
 Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
 IOWA DEPARTMENT OF TRANSPORTATION
 Design No. Design Sheet No. 23 of 37 FHWA No. 035410



West Concrete Separation Barrier — Top



West Concrete Separation Barrier — Front



 Concrete Repair

West Concrete Separation Barrier — Back

Concrete Repair Quantities		
Location	Units	Quantity
Concrete Repair - Shallow	Sq. Ft.	0.0
Concrete Repair - Regular	Sq. Ft.	4.2

Design For Repairs to 0° Skew

1434'-0"×36'-0" Steel Beam Bridge

with Two 4'-6" Sidewalks

56'-0" End Spans18 - Variable Length Interior Spans

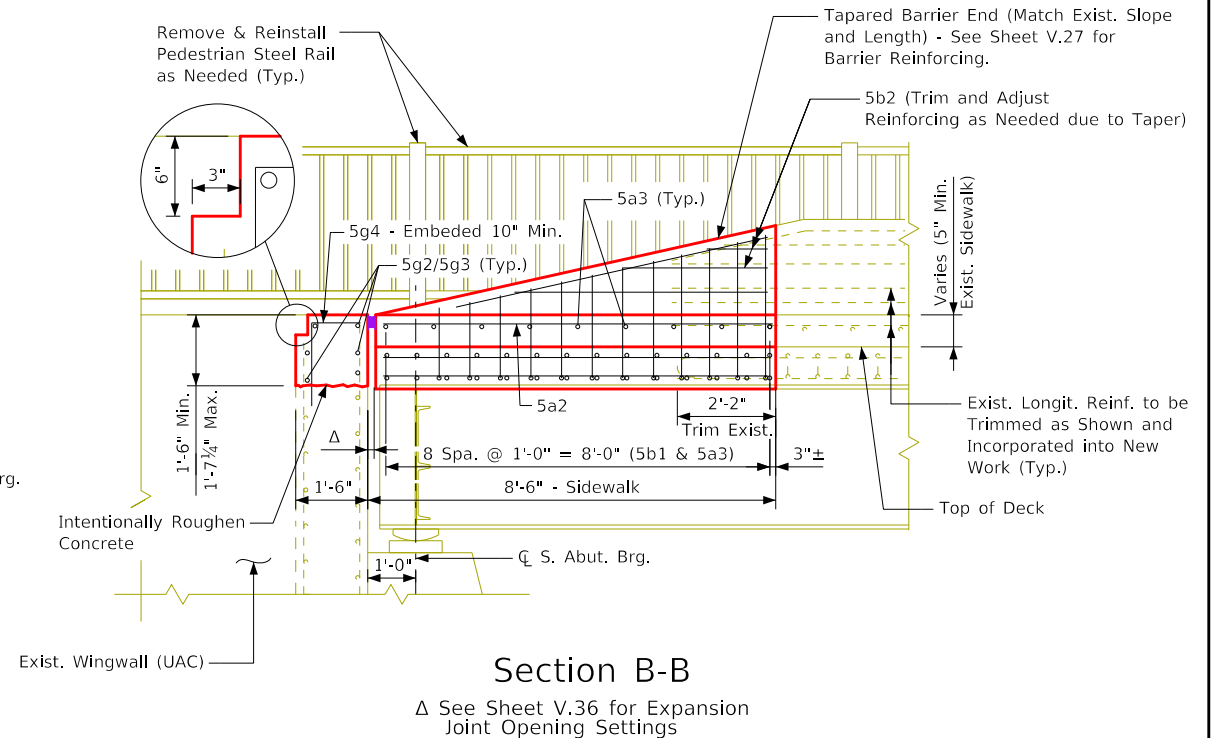
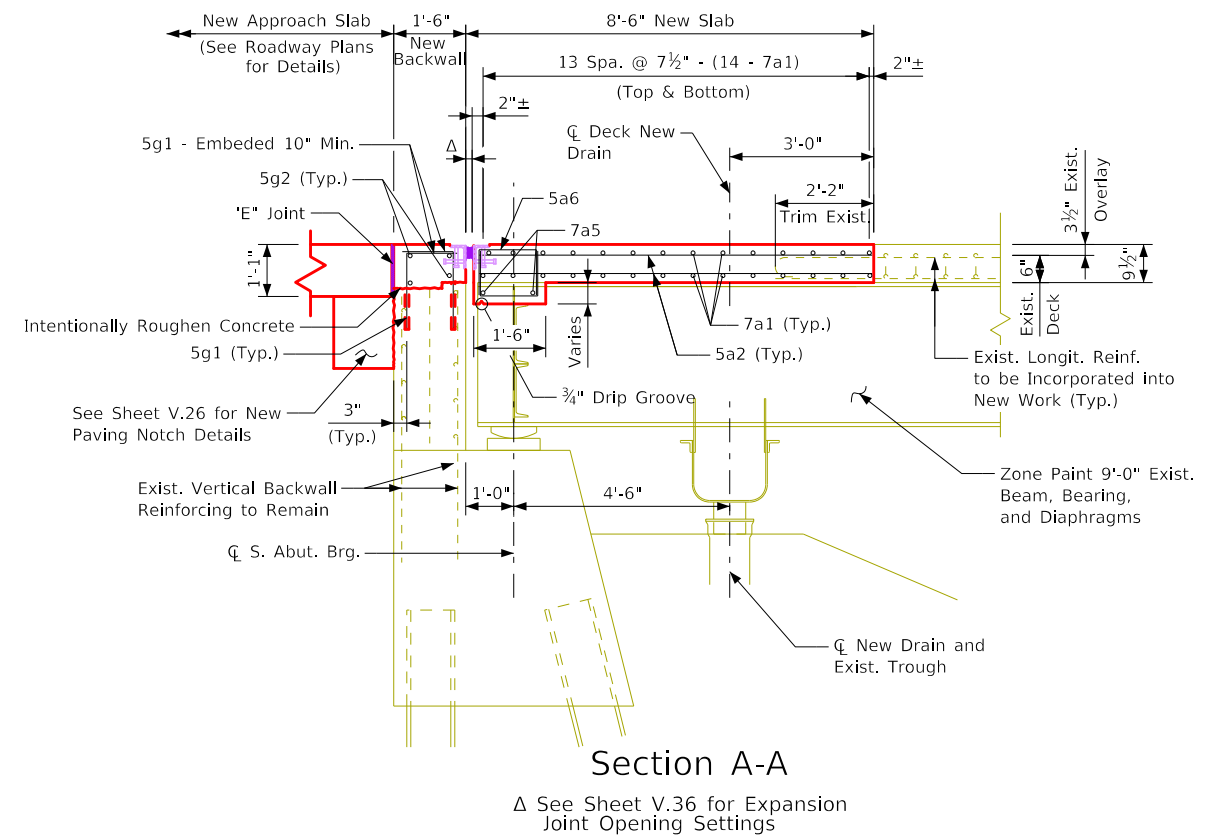
Concrete Separation Barrier Repairs

Sta. 51+47.70 (South Center St.)Turn-in Date: Aug 2025

City of Marshalltown

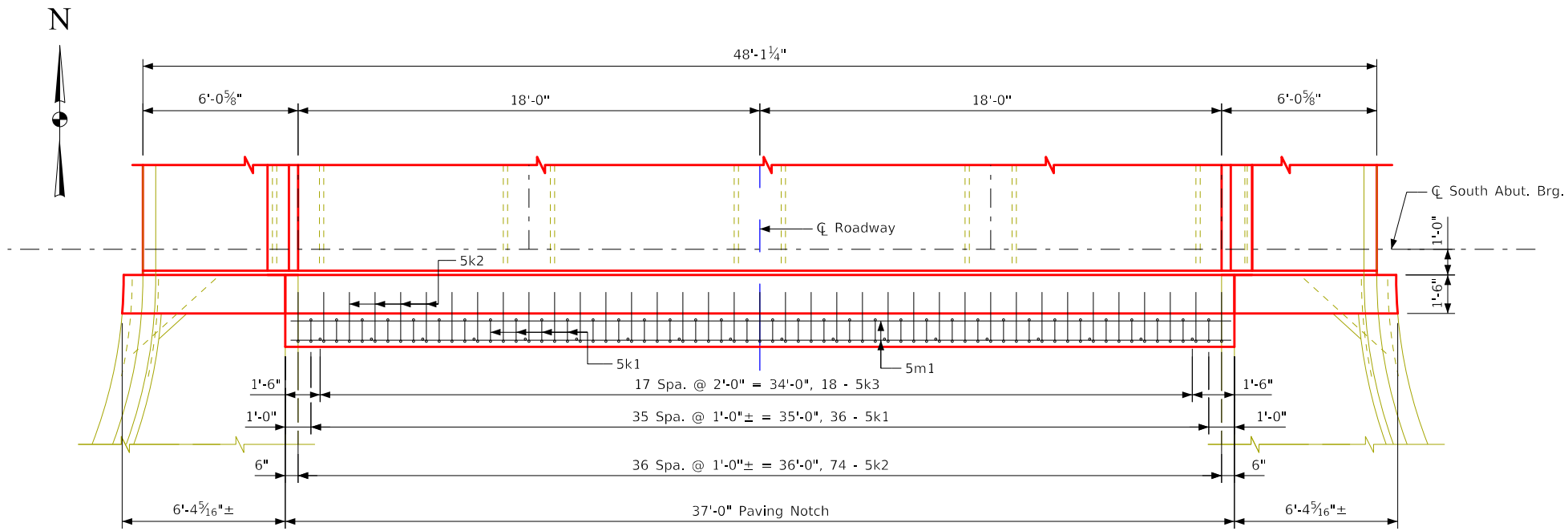
IOWA DEPARTMENT OF TRANSPORTATION

Design No. Design Sheet No. 24 of 37FHWA No. 035410



- Notes:
1. See Design Sheets V.27 for Typical Barrier Rail Details.
 2. See Design Sheet V.04 and V.05 for Abutment Notes and Dowel Setting Notes.
 3. See Design Sheet V.33 for Bent Bar Details and Bar List.
 4. Trim Existing Bars as Required to Maintain 2" Clear Cover.
 5. Zone Painting for Existing Beam, Bearings, and Diaphragms shall Extend 9'-0" from the End of the Existing Beam.

Design For Repairs to 0° Skew
**1434'-0" x 36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks**
56'-0" End Spans 18 - Variable Length Interior Spans
Replacement Details - South Abut.
Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
IOWA DEPARTMENT OF TRANSPORTATION
Design No. Design Sheet No. 25 of 37 FHWA No. 035410



South Abutment Plan View

Paving Notch Notes:

The Paving Notch is to be Class "C" structural concrete.

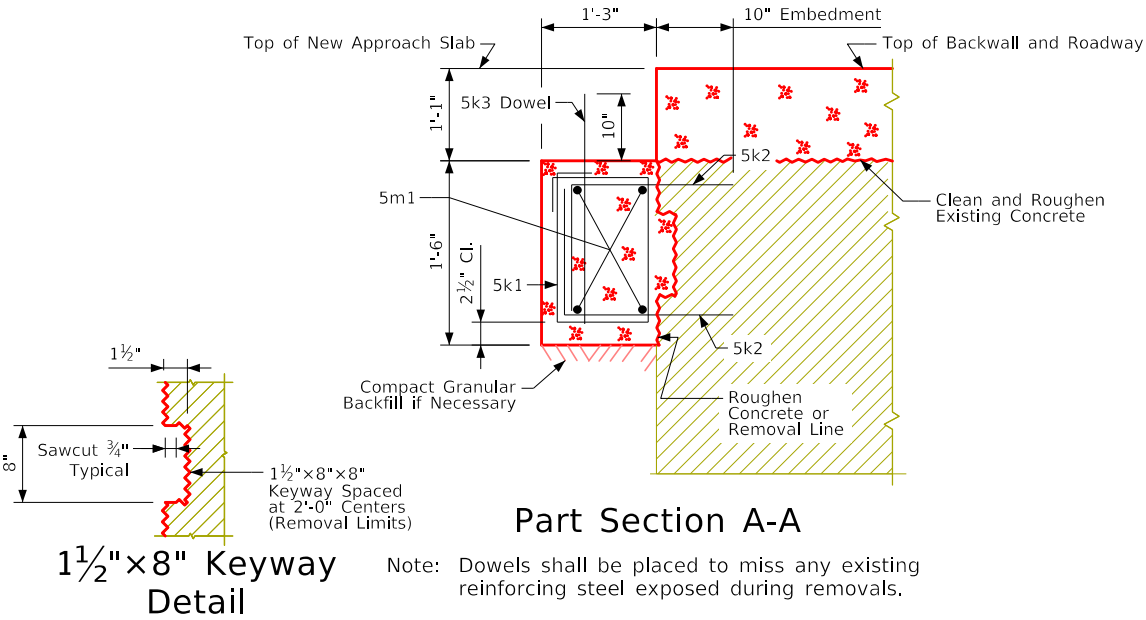
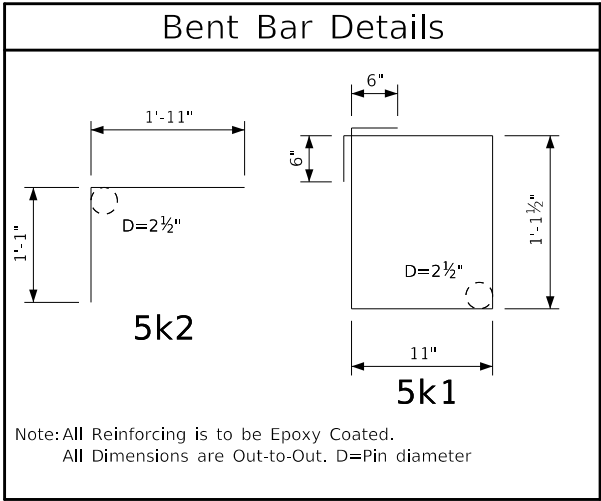
Minimum clear distance from face of concrete to near reinforcing bar is to be 2" unless otherwise noted or shown.

The bid item "Paving Notch Replacement" linear feet, shall include all costs of labor and materials associated with excavation, granular backfill and compaction as needed, and installing the new paving notch. This work shall include, removing the concrete for the shear keyways, drilling the holes for the deformed dowels, and constructing the new notch to the dimensions shown. the new notch is estimated at 0.07 cubic yards per foot of structural concrete and 16.7 pounds of epoxy coated reinforcing steel per foot.

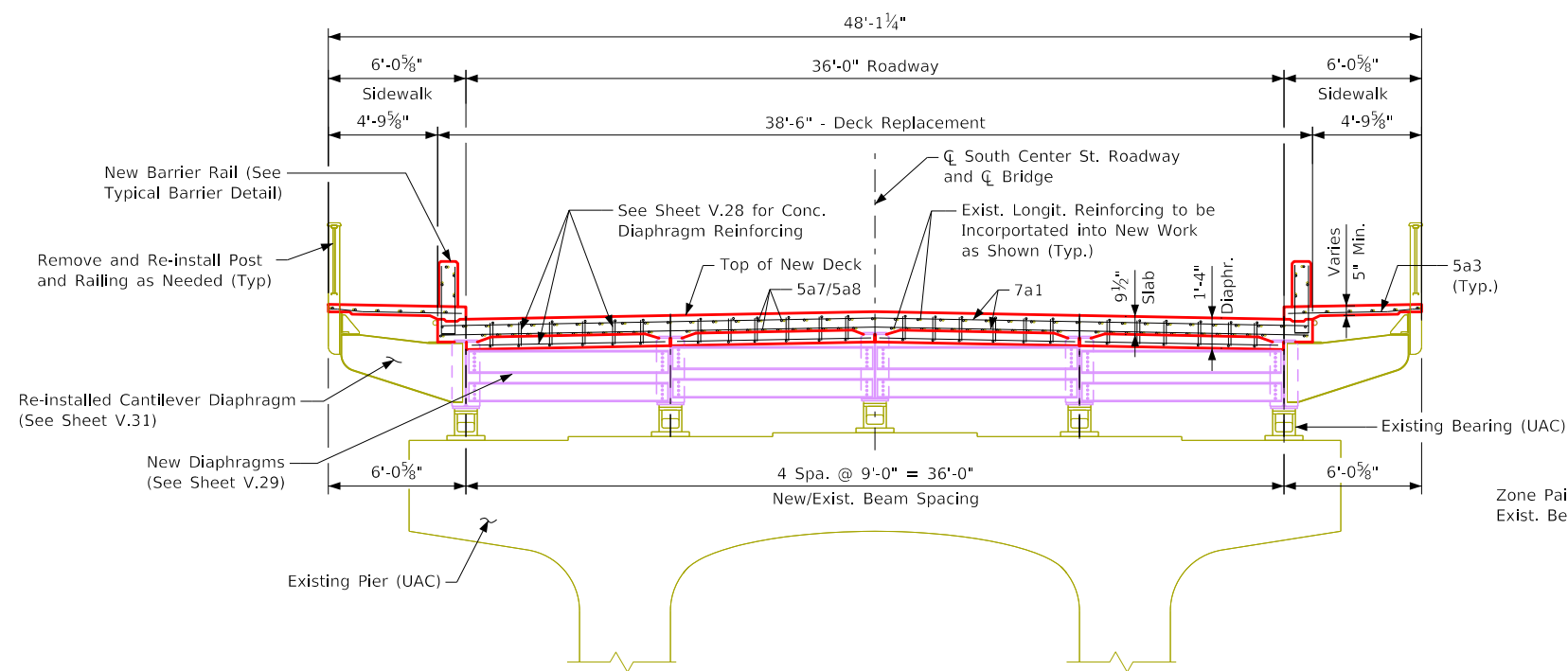
Removals shall be in accordance with Section 2401, of the Standard Specifications.

Epoxy Reinforcing Bar List - South Abutment Paving Notch					
Bar	Location	Shape	No.	Length	Weight
5m1	Paving Notch Transverse	—	4	36'-8"	153
5k1	Paving Notch Hoops	□	36	5'-1"	191
5k2	Paving Notch Dowels	┐	74	3'-0"	232
5k3	Paving Notch Dowels	—	18	2'-2"	41
Total (LBS.)					617

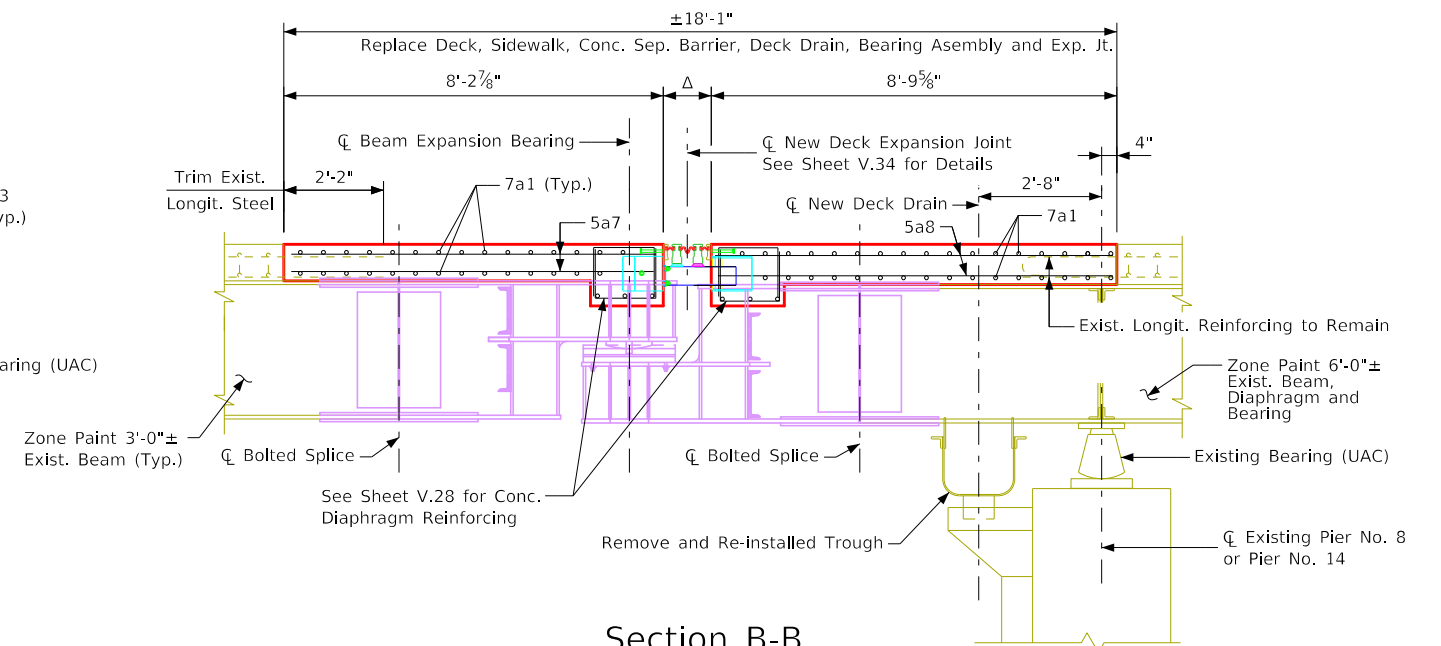
Note: Paving Notch Reinforcing Quantities are incidental to the "Paving Notch Replacement" Bid Item



Design For Repairs to 0° Skew
1434'-0" x 36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks
56'-0" End Spans 18 - Variable Length Interior Spans
Paving Notch - South Abut.
Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
IOWA DEPARTMENT OF TRANSPORTATION
Design No. Design Sheet No. 26 of 37 FHWA No. 035410

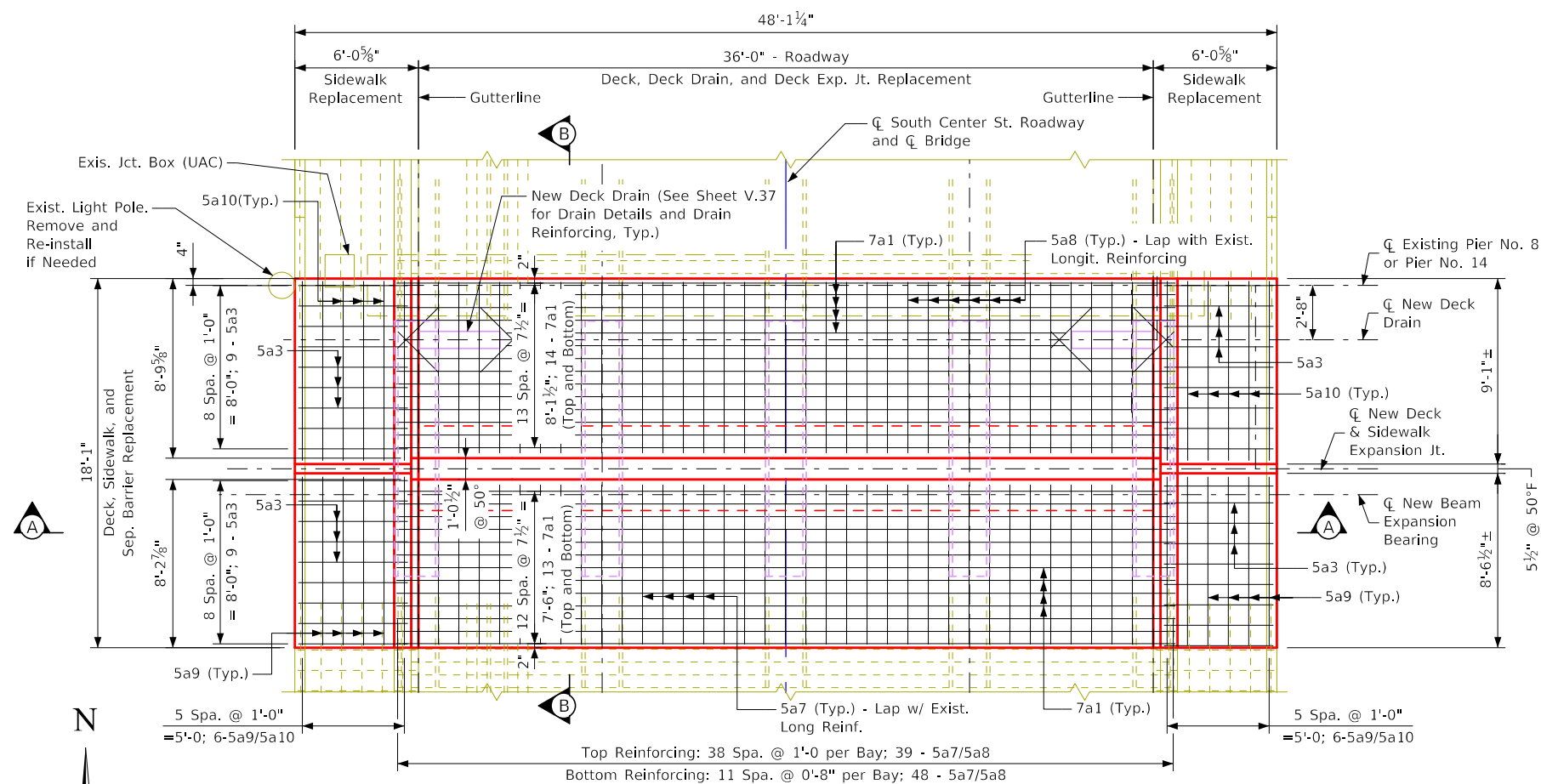


Section A-A

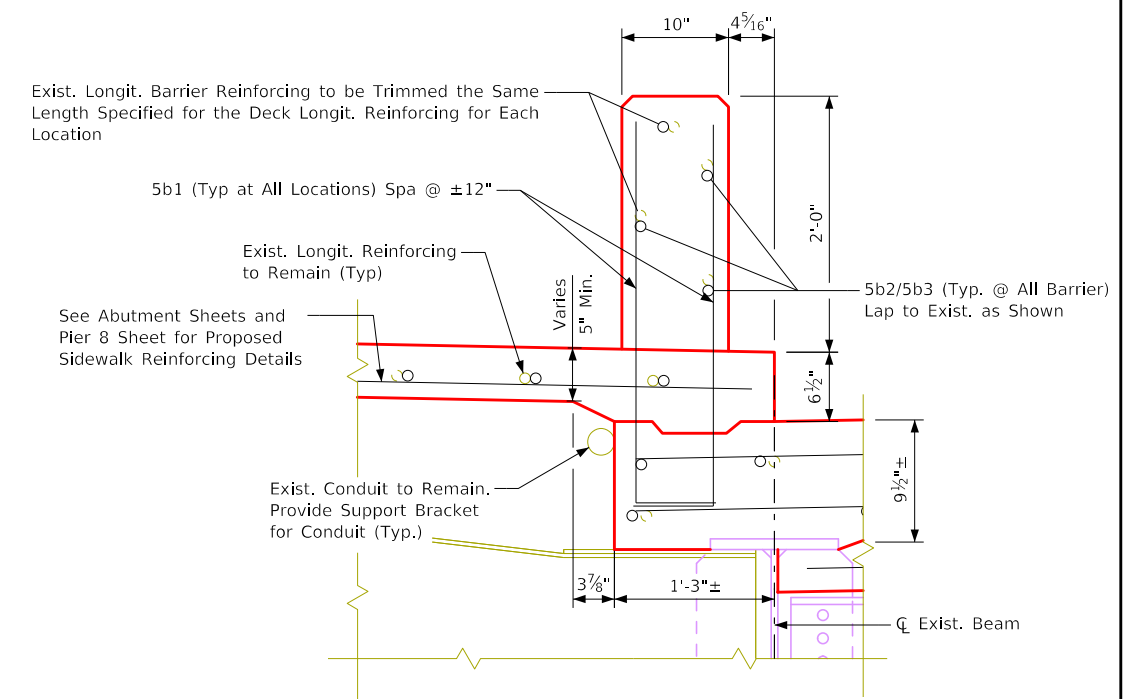


Section B-B

Δ See Sheet V.34 for Expansion
Joint Opening Settings



Plan View



Typical Barrier Detail

Design For Repairs to 0° Skew

1434'-0" x 36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks

56'-0" End Spans 18 - Variable Length Interior Spans

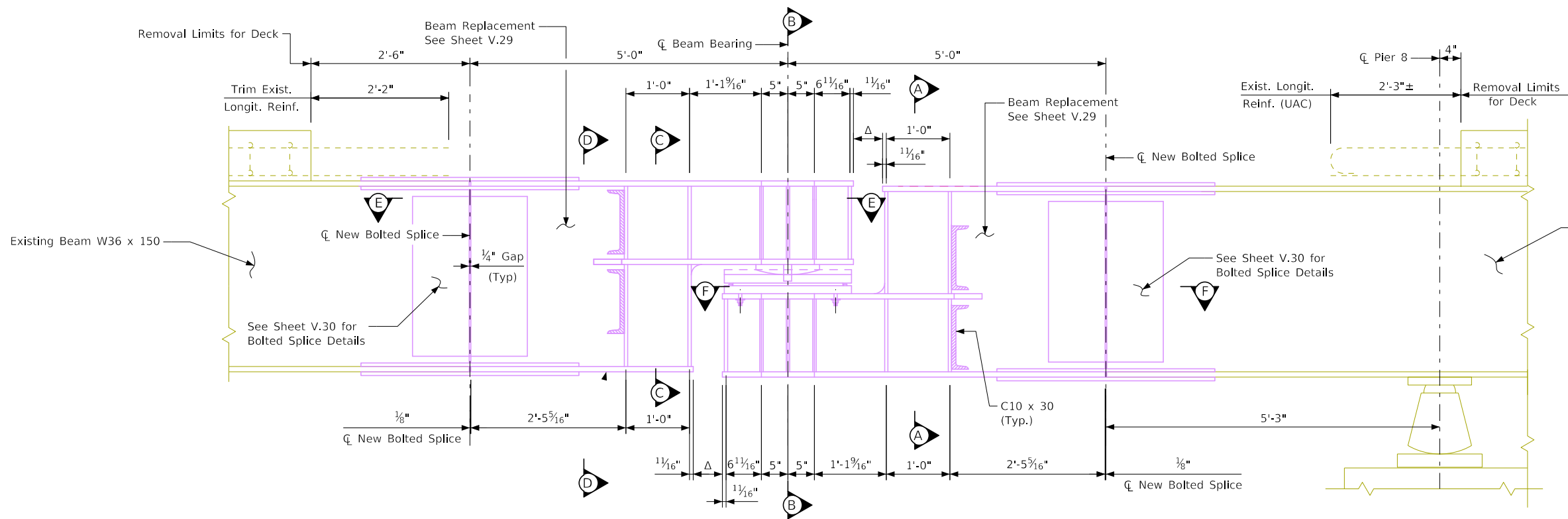
Replacement Details at Piers

Sta. 51+47.70 (South Center St.) Turn-In Date: Aug 2025

City of Marshalltown

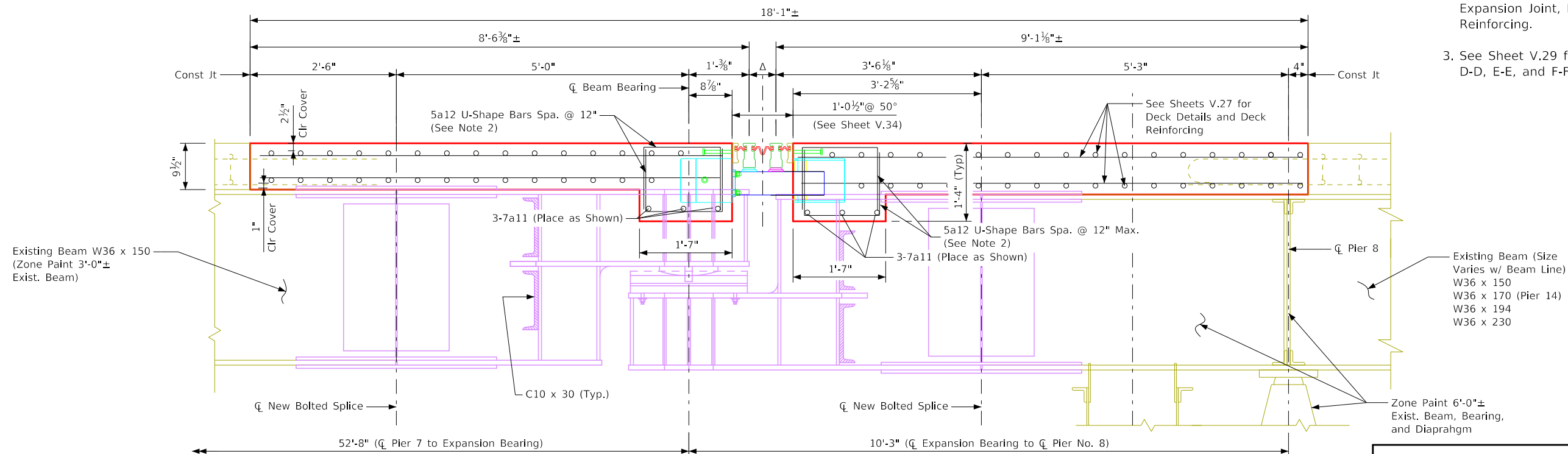
IOWA DEPARTMENT OF TRANSPORTATION

Design No. Design Sheet No. 27 of 37 FHWA No. 035410



Elevation Beam Assembly Details
(Pier No. 8 shown, Pier No. 14 Similar)

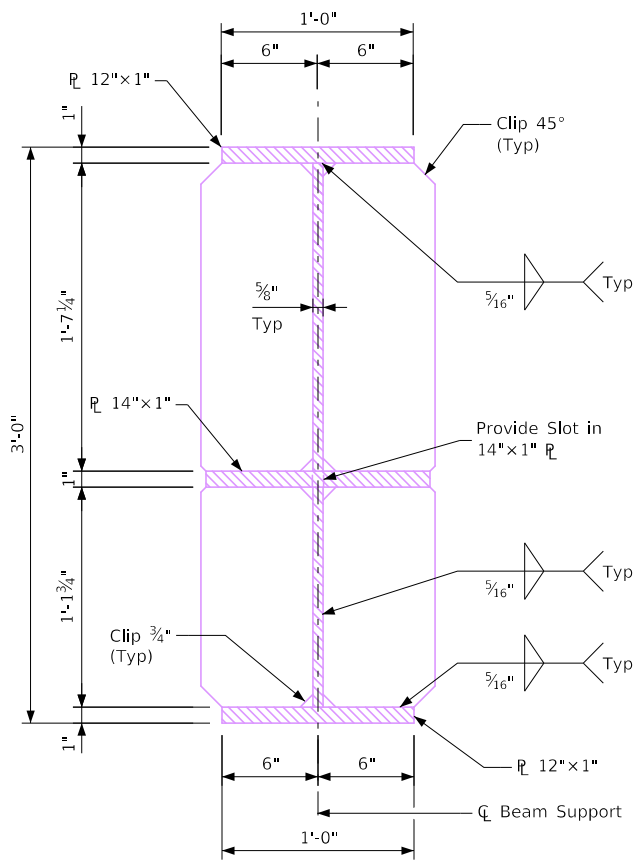
- Notes:
1. Δ = See Beam Opening Table.
 2. Contractor shall Adjust the U-Shape 5a12 Bars Spacing to avoid Conflicts with New Expansion Joint, Deck Joint Studs, and Deck Reinforcing.
 3. See Sheet V.29 for Sections A-A, B-B, C-C, D-D, E-E, and F-F.



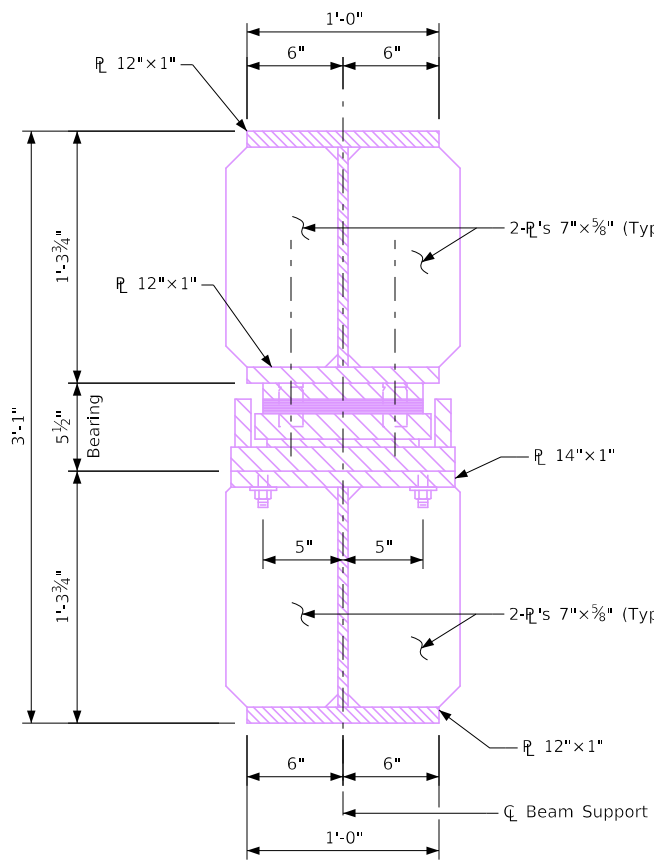
Beam Assembly & Deck Details
(Pier No. 8 shown, Pier No. 14 Similar)

Beam Opening Table (Δ)												
Location	Opening Range		Total Movement	W at 10° F	W at 20° F	W at 30° F	W at 40° F	W at 50° F	W at 60° F	W at 70° F	W at 80° F	W at 90° F
	Minimum	Maximum										
Pier 8	9¾"	1¼"	8½"	7¾"	7⅜"	6⅝"	6⅛"	5½"	4⅝"	4⅜"	3⅜"	3¼"
Pier 14	9"	2"	7"	7⅜"	6⅞"	6⅛"	5⅝"	5⅛"	4⅝"	4⅜"	4⅞"	3⅝"

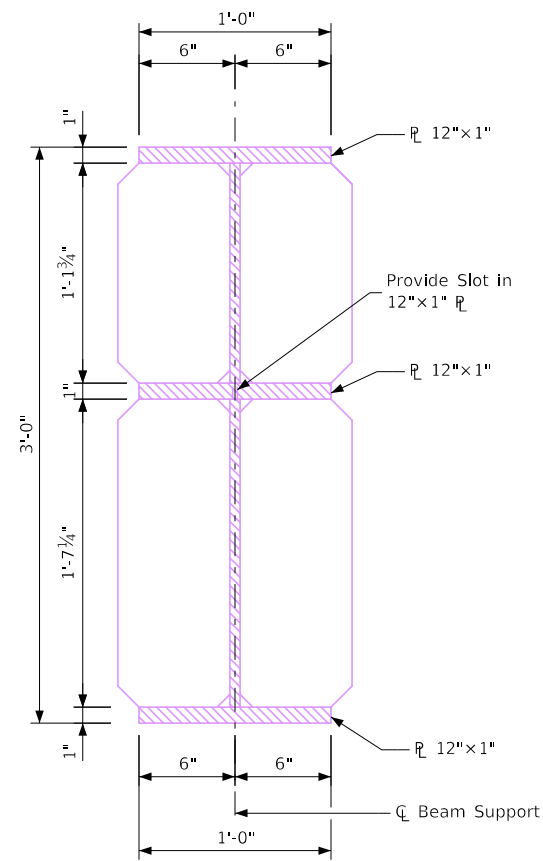
Design For Repairs to 0° Skew
1434'-0" x 36'-0" Steel Beam Bridge
 with Two 4'-6" Sidewalks
 56'-0" End Spans 18 - Variable Length Interior Spans
Beam Replacement Details 1
 Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
 IOWA DEPARTMENT OF TRANSPORTATION
 Design No. Design Sheet No. 28 of 37 FHWA No. 035410



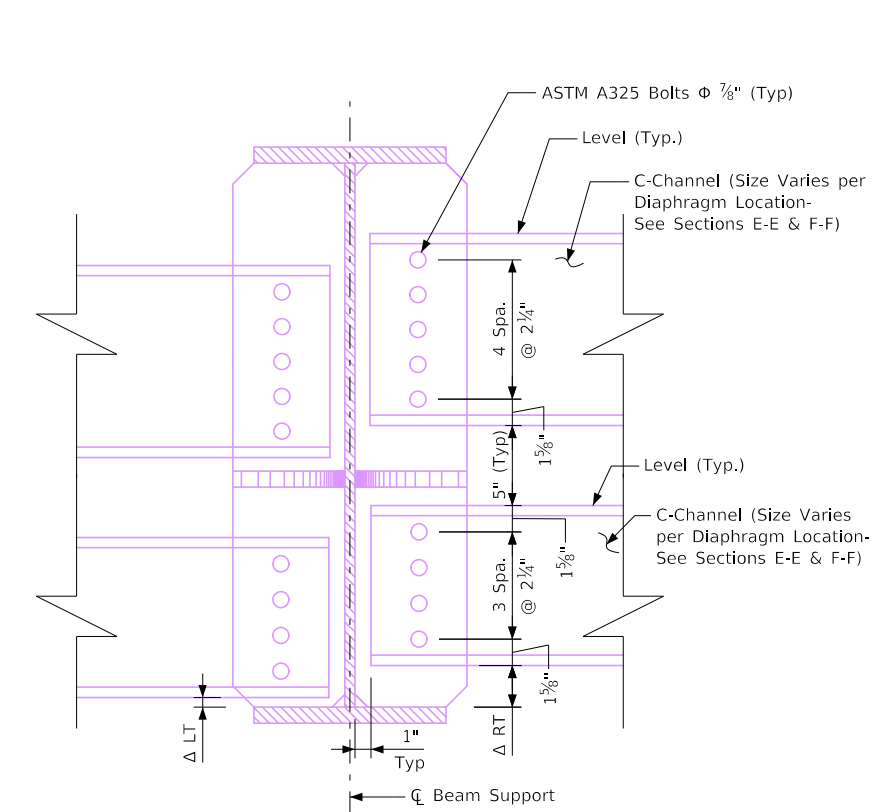
Section A-A



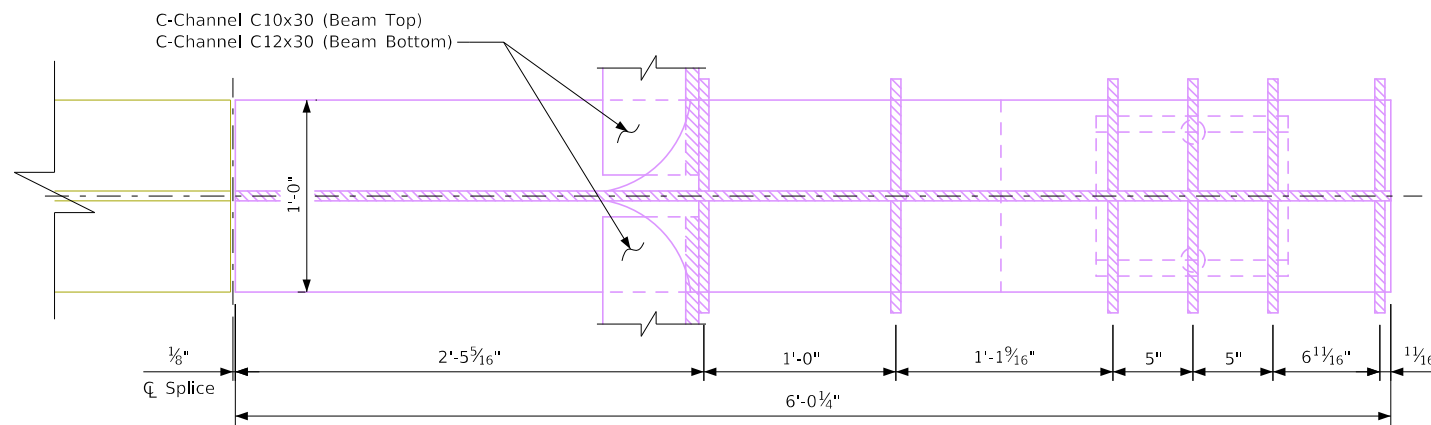
Section B-B



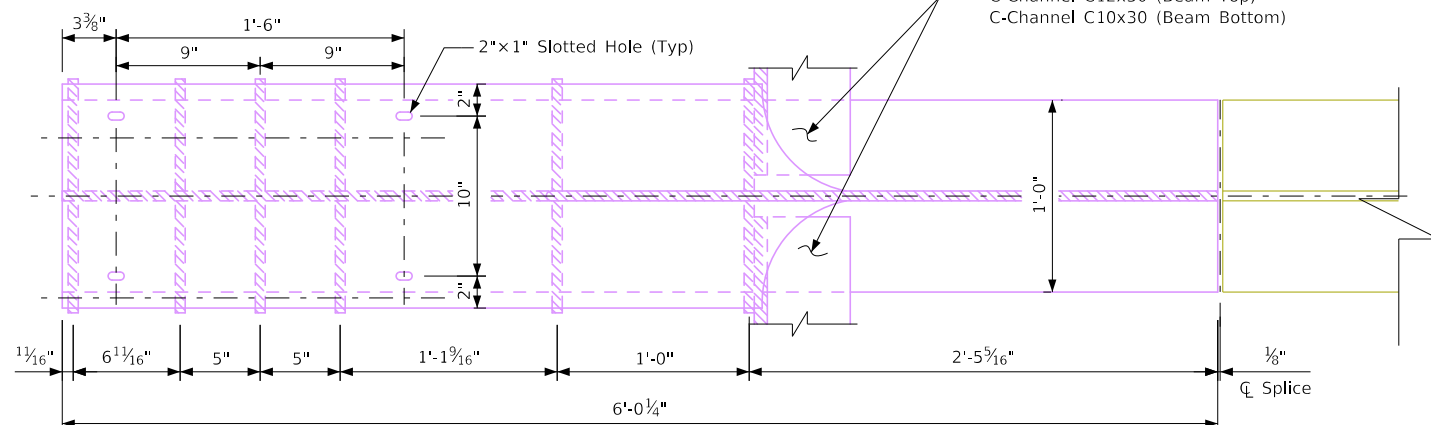
Section C-C



Section D-D



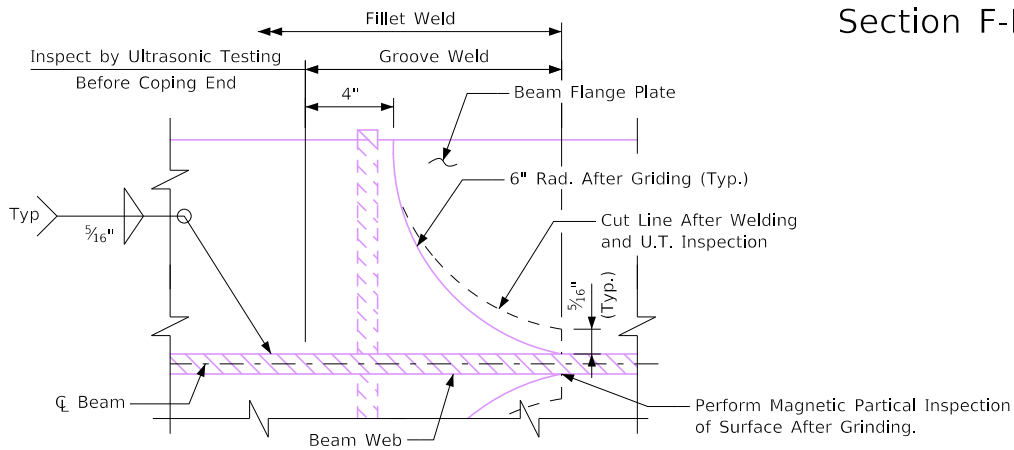
Section E-E - (Beam Side Far from Pier)



Section F-F - (Beam Side Near Pier)

Diaphragm Location Table				
Beam Type	Diaphragm at Near Pier		Diaphragm Far from Pier	
	Δ LT*	Δ RT*	Δ LT*	Δ RT*
Beam 1	-	3"	-	6"
Beam 2	1"	3"	4"	6"
Beam 3	1"	1"	4"	4"
Beam 4	3"	1"	6"	4"
Beam 5	3"	-	6"	-

* Dimensions looking Ahead Station



Flange End Connection to Web

Design For Repairs to 0° Skew

1434'-0" x 36'-0" Steel Beam Bridge

with Two 4'-6" Sidewalks

56'-0" End Spans 18 - Variable Length Interior Spans

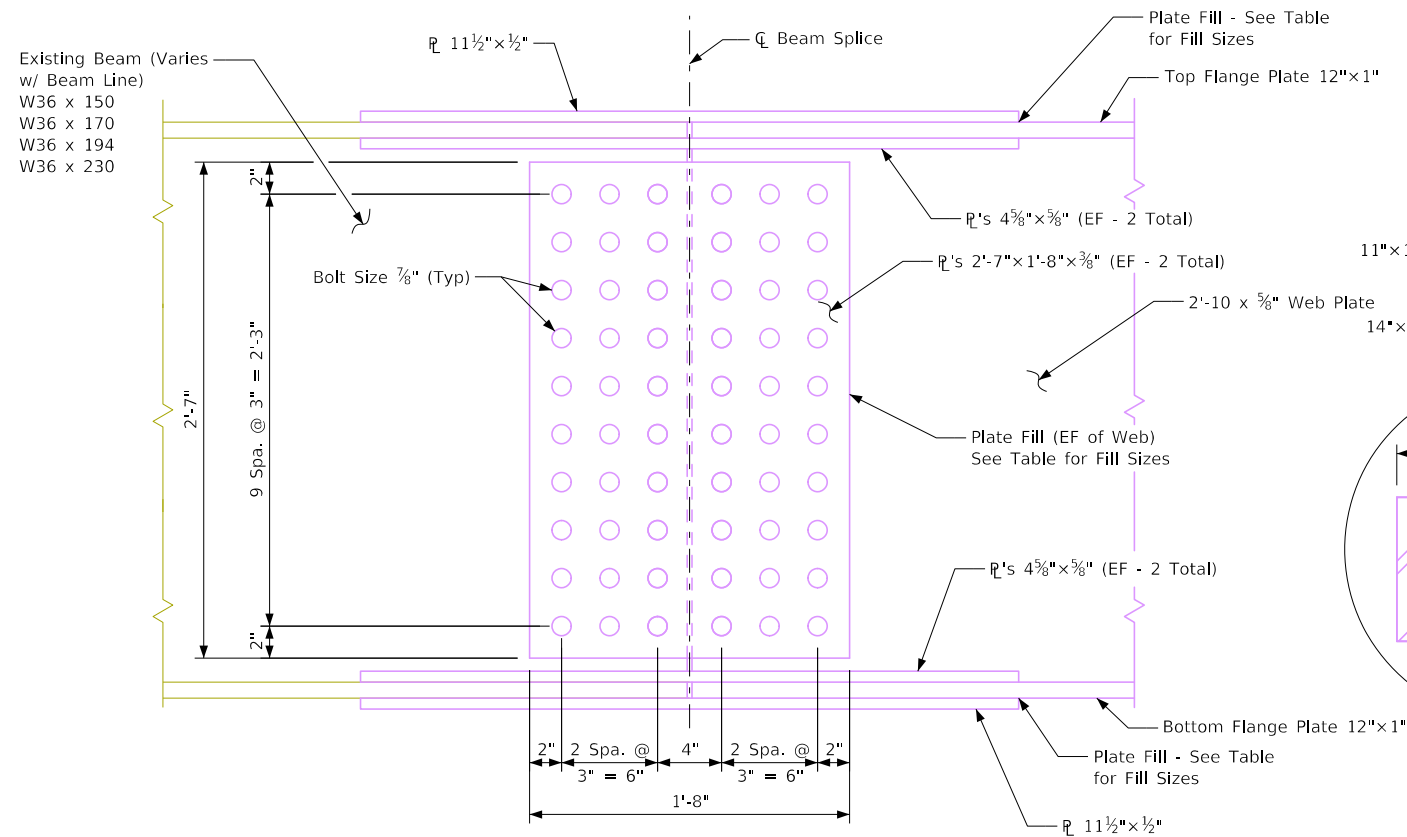
Beam Replacement Details 2

Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025

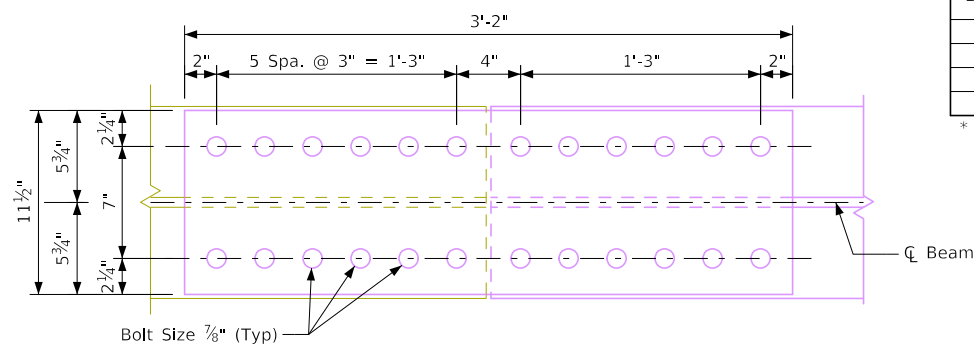
City of Marshalltown

IOWA DEPARTMENT OF TRANSPORTATION

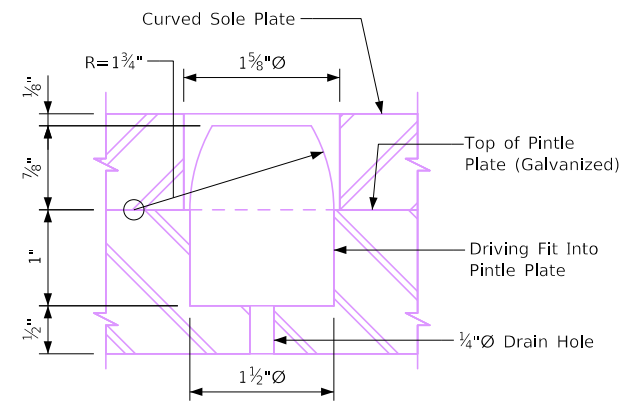
Design No. Design Sheet No. 29 of 37 FHWA No. 035410



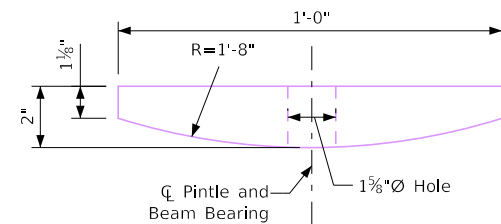
Beam Web Splice Details



Top and Bottom Flange Splice Details



Pintle Detail

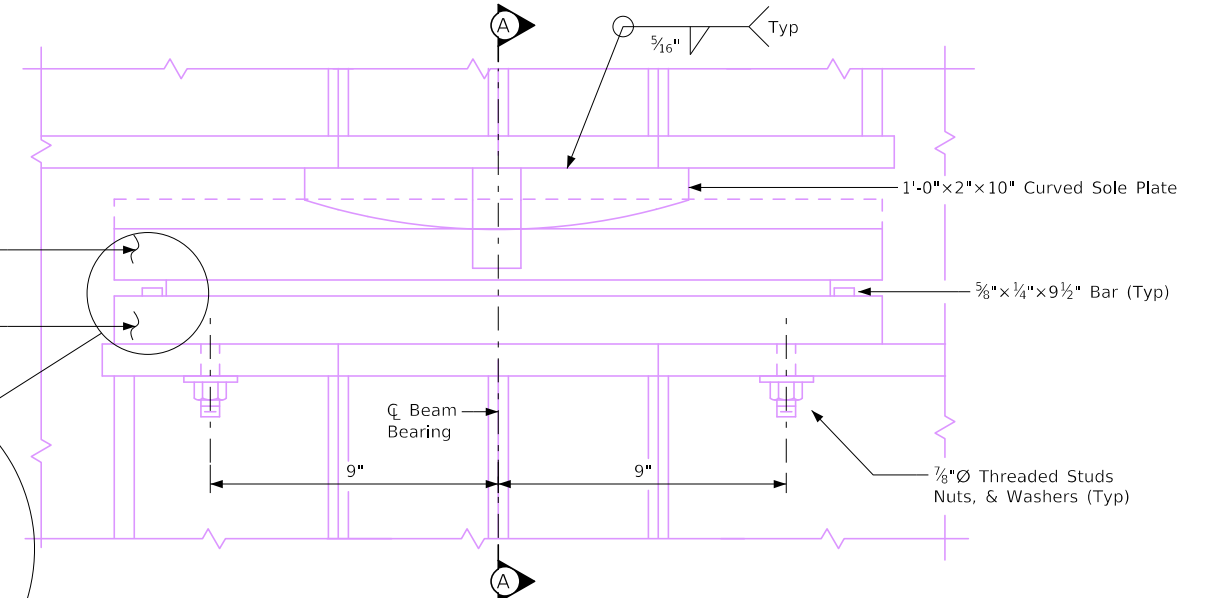


Sole Plate Detail

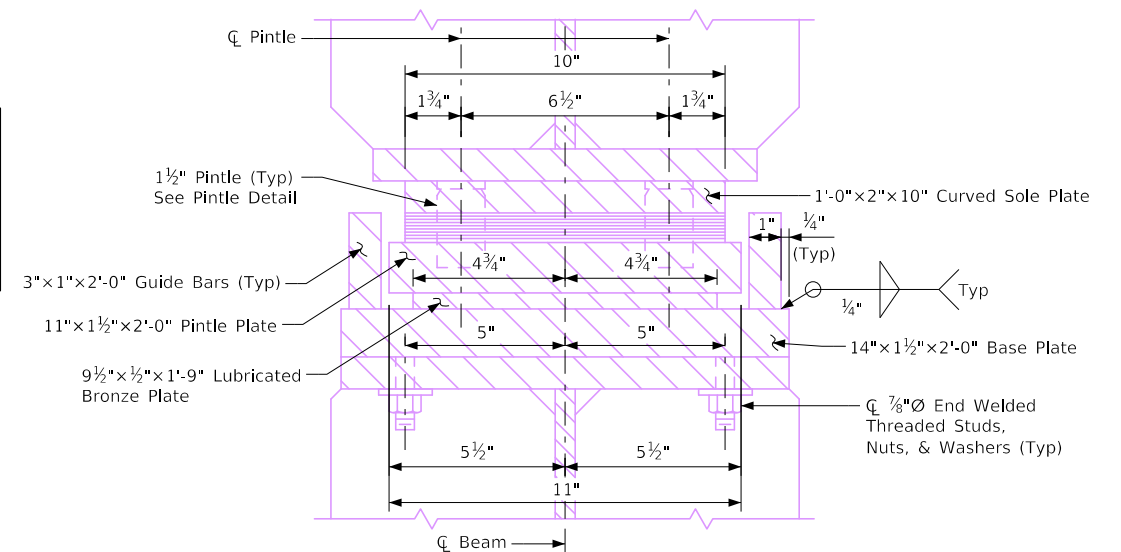
Note: See Sheet V.04 for Structural Steel Notes and Sheet V.05 for Bearing Notes.

Beam Plate Fill Sizes Table			
Beam Type	Inside Fill $\bar{r}$ Flange	Outside Fill $\bar{r}$ Flange	Fill $\bar{r}$ Web
W36x150	-	11 1/2" x 1/16"	-
W36x170*	4 3/8" x 1/16"	11 1/2" x 1/16"	10" x 1/16" (EF)
W36x194	-	11 1/2" x 1/4"	10" x 1/16" (EF)
W36x230	4 3/8" x 3/16"	11 1/2" x 1/16"	10" x 1/16" (EF)

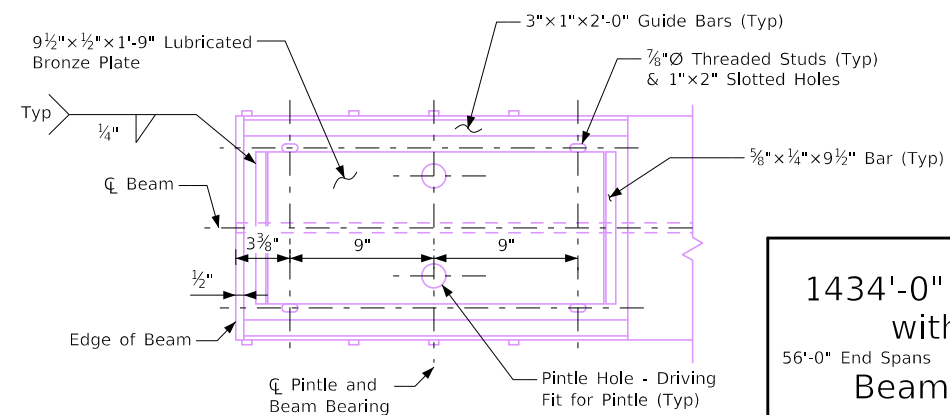
* Pier 14 Only



Beam Bearing Part Elevation

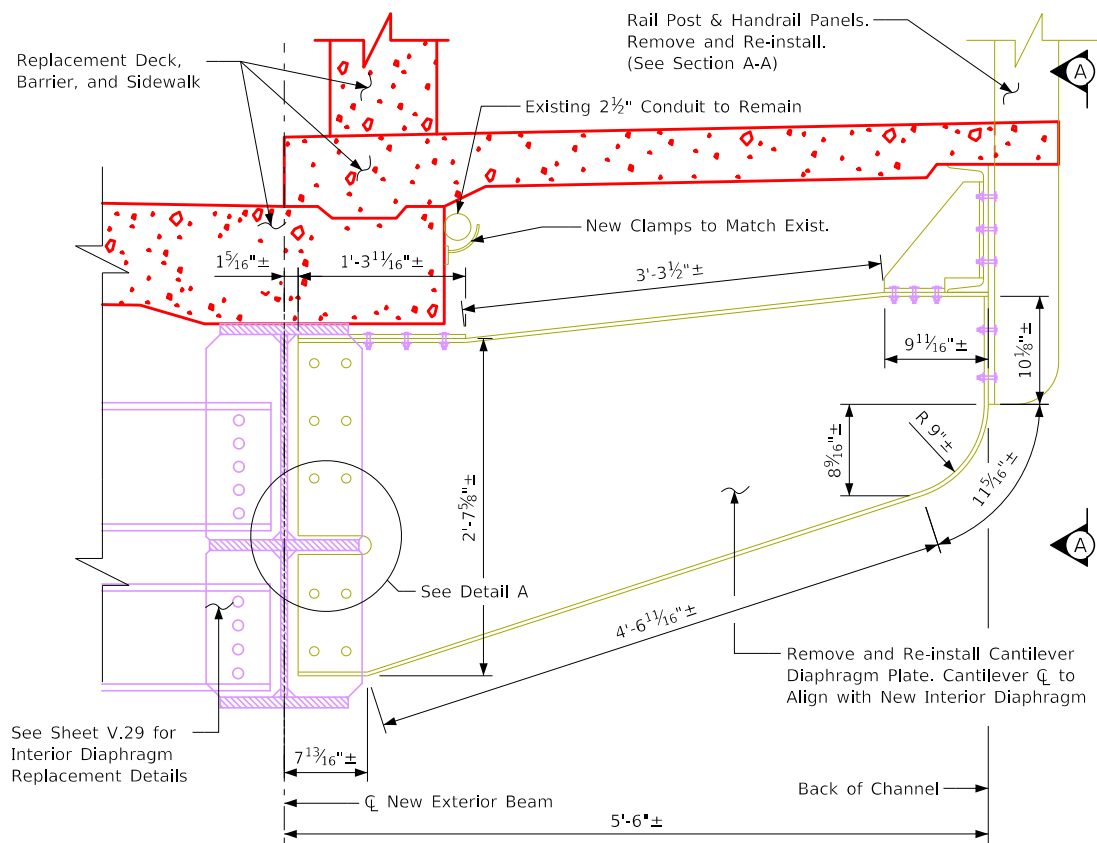


Section A-A — Beam Bearing Details

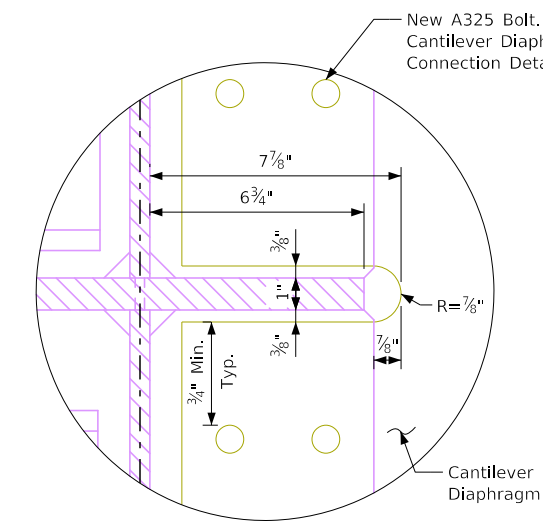


Plan of Base Plate and Bronze Plate

Design For Repairs to 0° Skew
1434'-0" x 36'-0" Steel Beam Bridge
 with Two 4'-6" Sidewalks
 56'-0" End Spans 18 - Variable Length Interior Spans
Beam Replacement Details 3
 Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
 IOWA DEPARTMENT OF TRANSPORTATION
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Cantilever Diaphragm Part Section at Expansion Joint Location



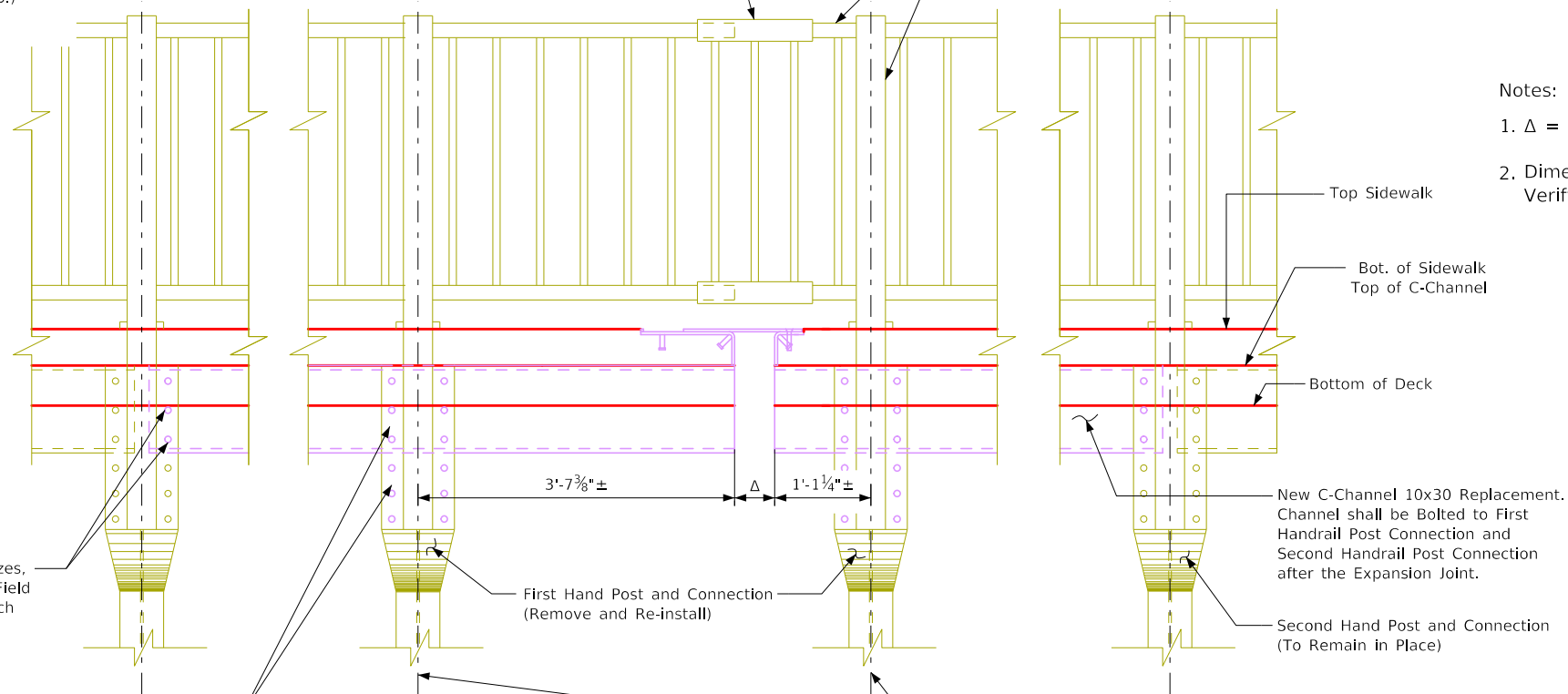
Detail A
Cantilever Diaphragm Cut Opening

New A325 Bolt Sizes, Dimensions, and Field Drill Holes to Match Exist. Pattern.

Handrail Post Connection, Plates, Dimensions, Sizes, Bolts, and Field Drill Holes to Match Existing Pattern. Weld Size and Type to Match Existing.

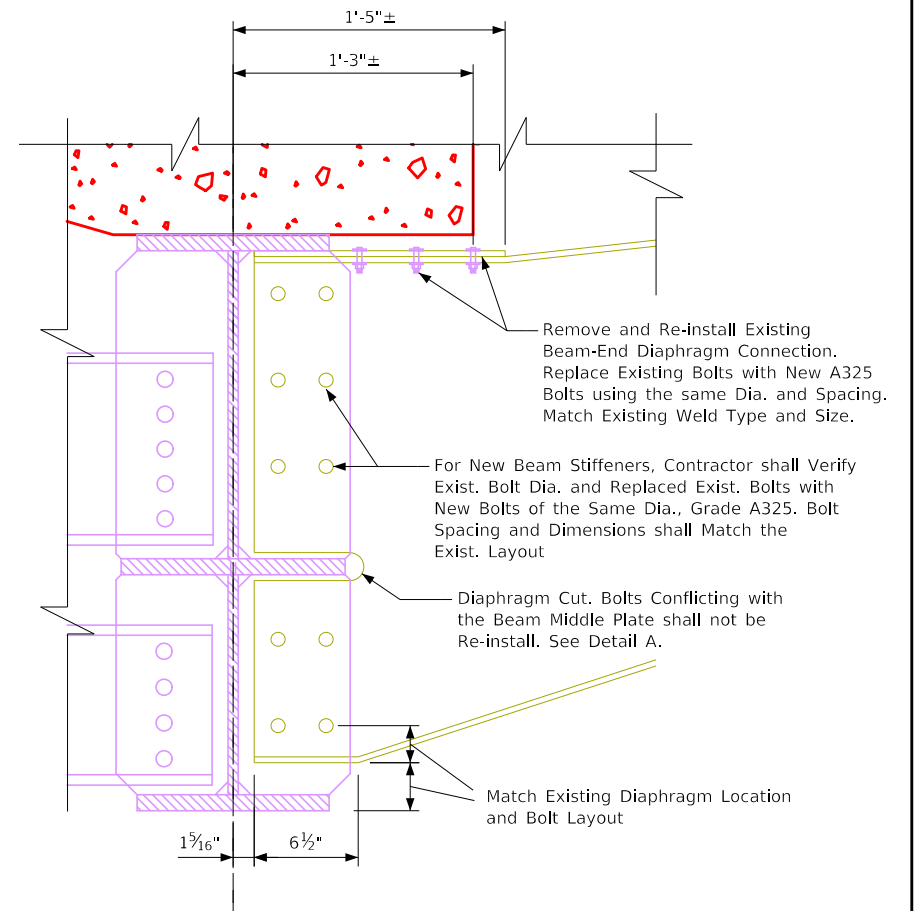
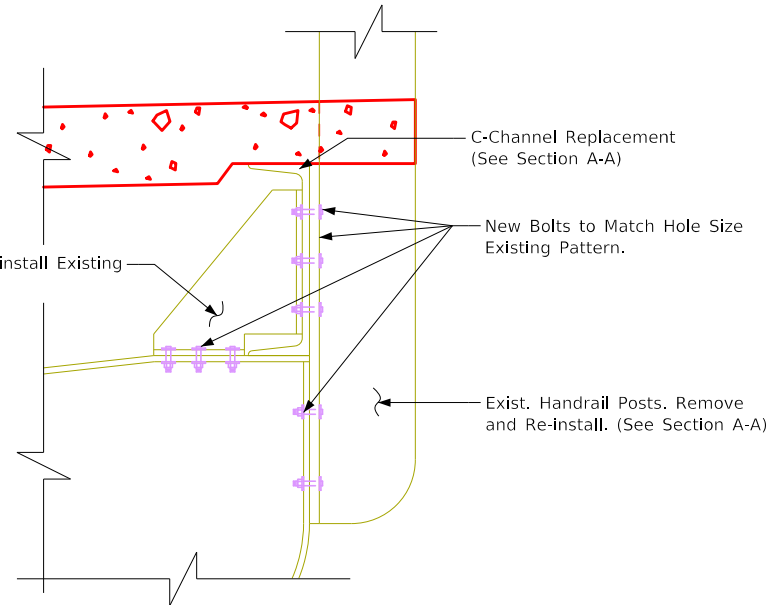
Remove and Re-install Handrail Expansion Joint System

Remove and Re-install First Exist. Handrail at Each Side of the Expansion Joint Replacement. Hand Post Diaphragm Connection Shall be Used to Bolt the New C-Channel Replacement



Section A-A

Cantilever Plate, Channel, and Rail Post Connection Detail

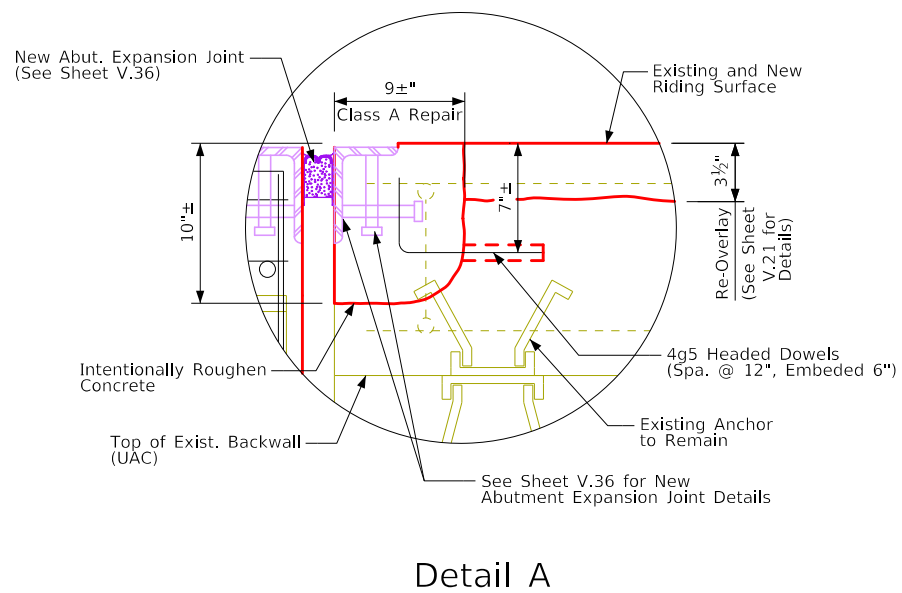
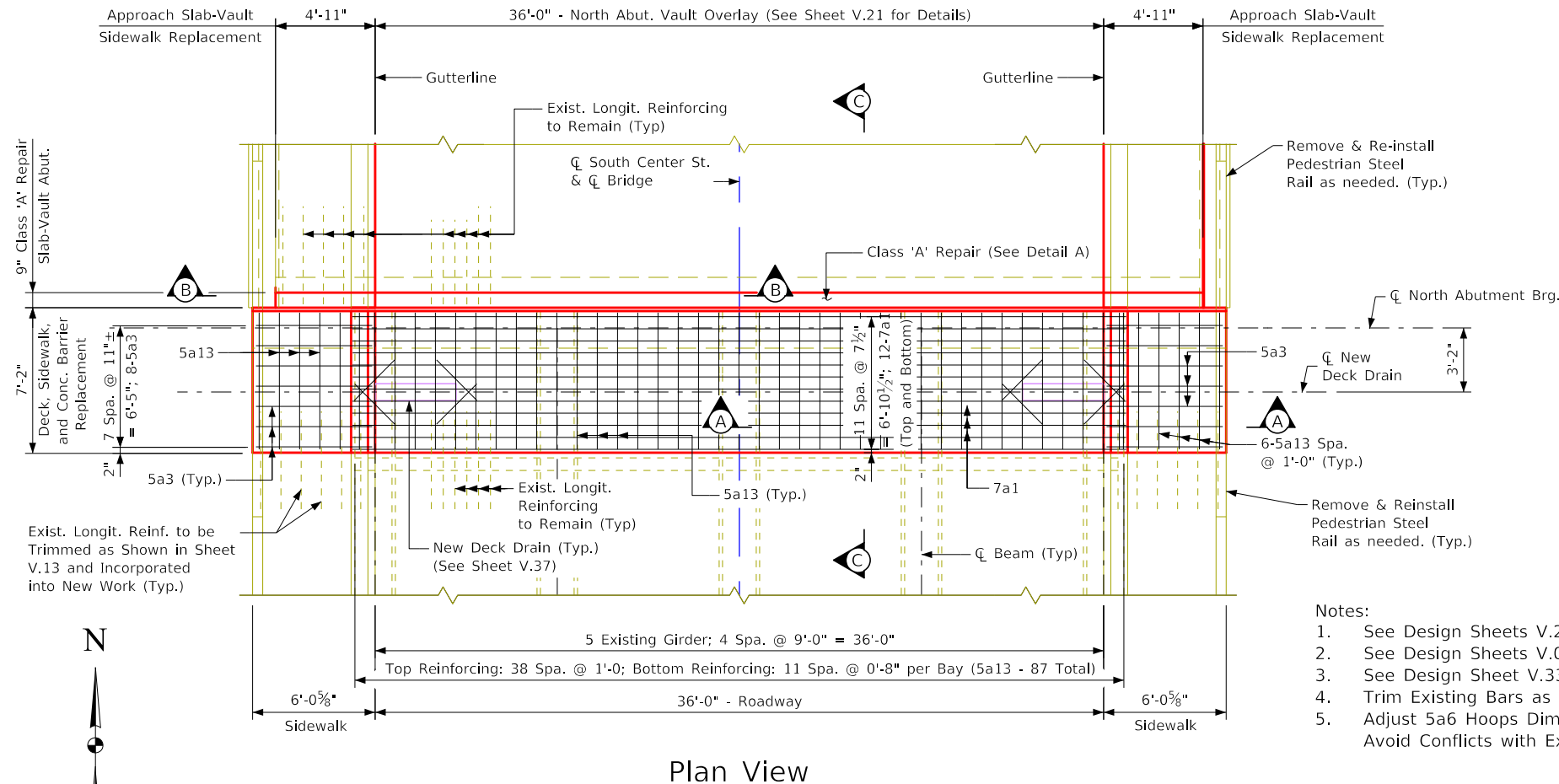
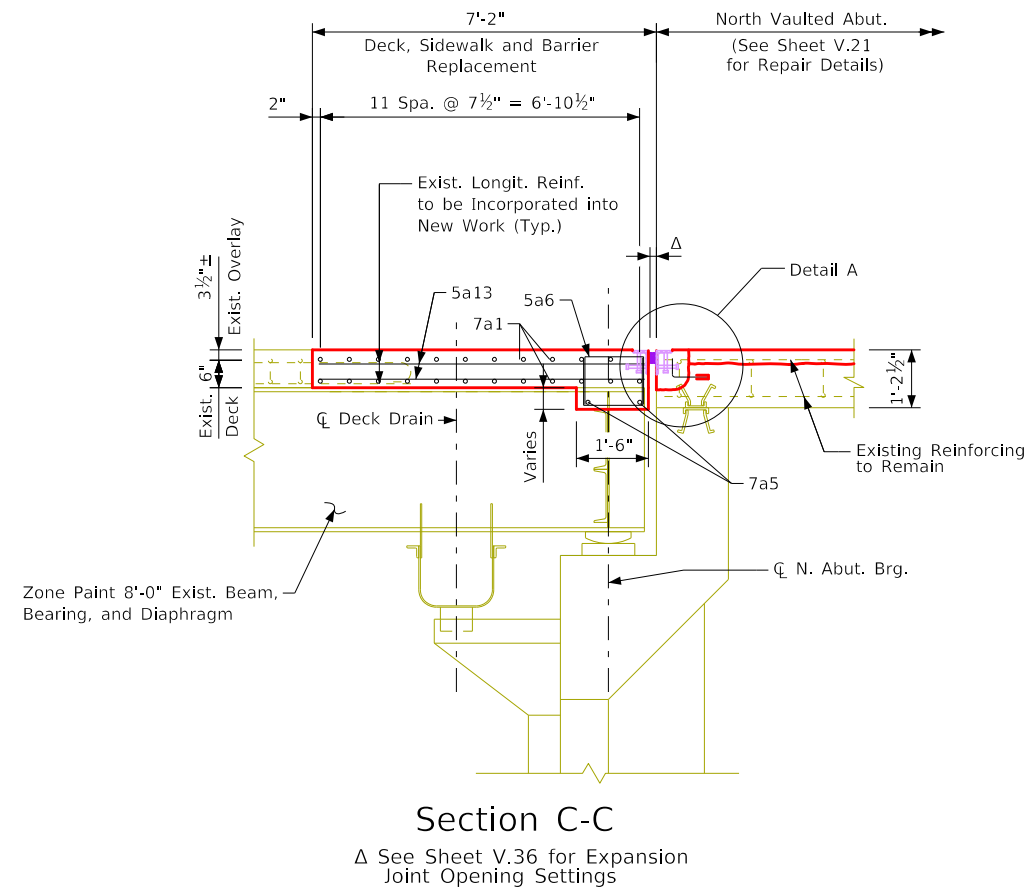
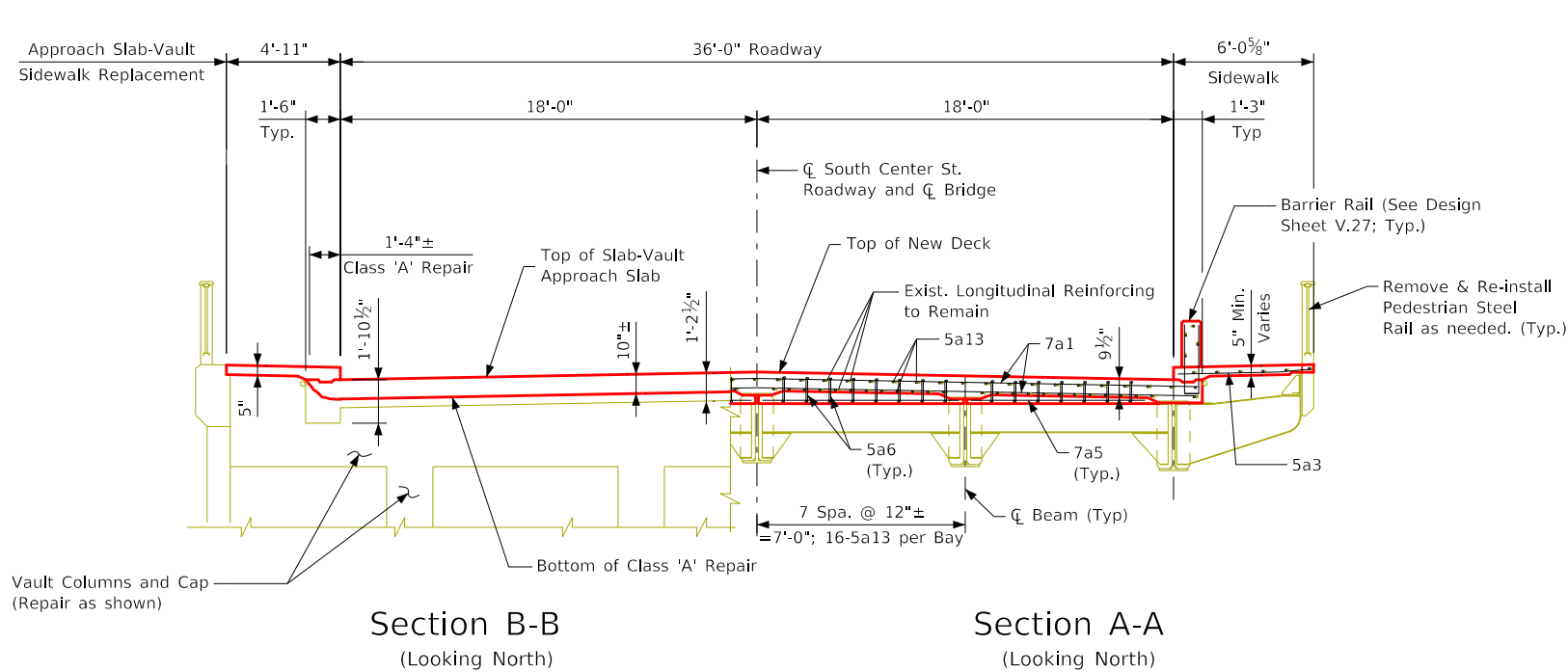


Cantilever Diaphragm Connection Detail

Notes:

1. $\Delta = 5 \frac{1}{2}"$ at 50° . See Sheet V.28 for Beam Expansion Gap Details.
2. Dimensions shown are Based on Existing Plans. Contractor shall Verify all Dimensions, Welds, and Connections shown.

Design For Repairs to 0° Skew
1434'-0" x 36'-0" Steel Beam Bridge
 with Two 4'-6" Sidewalks
 56'-0" End Spans 18 - Variable Length Interior Spans
Beam Replacement Details 4
 Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
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- Notes:**
1. See Design Sheets V.27 for Barrier Rail Details.
 2. See Design Sheets V.04 & V.05 for Abutment and Dowel Notes.
 3. See Design Sheet V.33 for Bent Bar Details and Bar List.
 4. Trim Existing Bars as Required to Maintain 2" Clear Cover.
 5. Adjust 5a6 Hoops Dimensions and Spacing as needed to Avoid Conflicts with Exist. Reinforcing.

Design For Repairs to 0° Skew

1434'-0" x 36'-0" Steel Beam Bridge with Two 4'-6" Sidewalks

56'-0" End Spans 18 - Variable Length Interior Spans

Replacement Details - North Abut.

Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025

City of Marshalltown

IOWA DEPARTMENT OF TRANSPORTATION

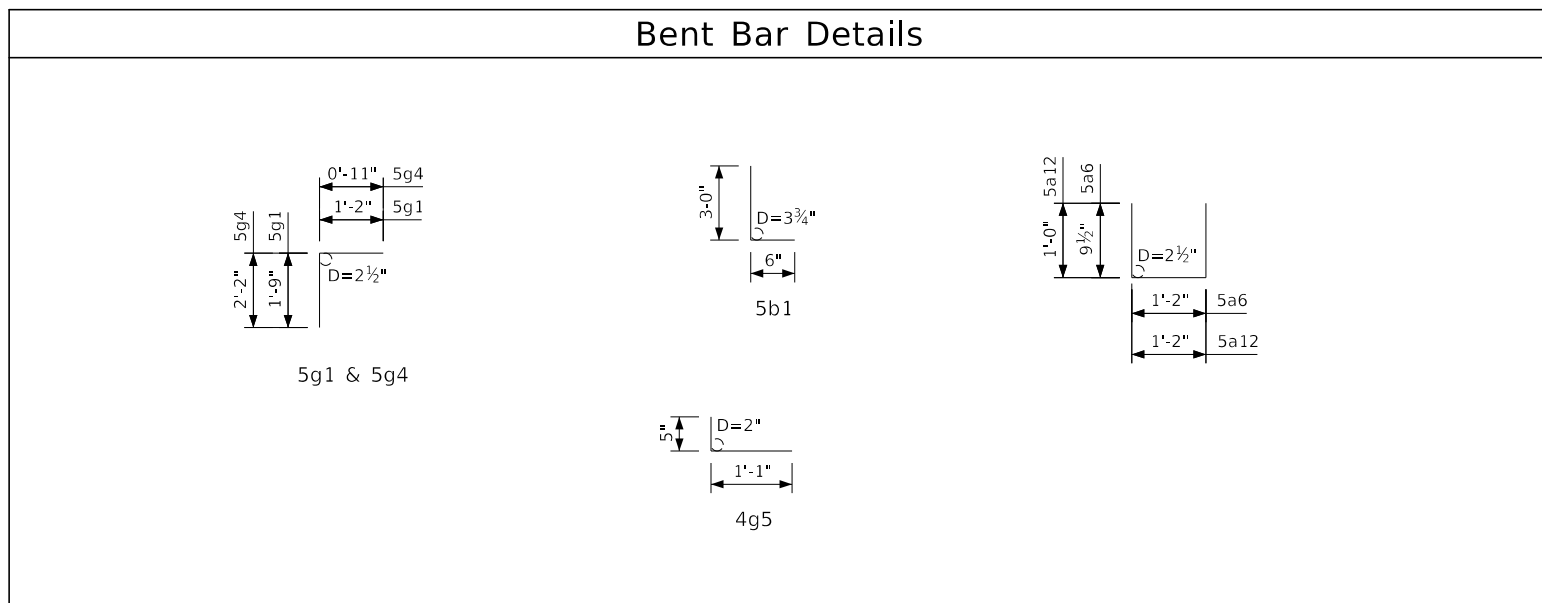
Design No. Design Sheet No. 32 of 37 FHWA No. 035410

Epoxy Reinforcing Bar List -				South Abutment and One Deck End	
Bar	Location	Shape	No.	Length	Weight
7a1	Deck Transverse		28	38'-2"	2184
5a2	Deck Longitudinal		99	8'-2"	844
5a3	Sidewalk Transverse		18	5'-9"	108
5a4	Deck Drain		8	3'-0"	25
7a5	Diaphragm Trans.		8	8'-6"	139
5a6	Diaphragm Hoops		64	2'-9"	184
5b1	Barrier Vertical		36	3'-6"	131
5b2	Barrier Longitudinal		8	8'-2"	68
5g1	Backwall Dowels		74	2'-11"	225
5g2	Backwall Longitudinal		8	25'-9"	215
5g3	Backwall Sidewalk Longitudinal		4	6'-6"	27
5g4	Backwall/Sidewalk Dowels		14	3'-1"	45
				Total (LBS.)	4,195

Epoxy Reinforcing Bar List - One Expansion Location					
Bar	Location	Shape	No.	Length	Weight
7a1	Deck Transverse	=====	54	38'-2"	4213
5a3	Sidewalk Transverse	=====	36	5'-9"	216
5a4	Deck Drain	=====	8	3'-0"	25
5a7	Deck Longit. (Side Far from Pier)	=====	87	7'-11"	718
5a8	Deck Longit. (Side Near Pier)	=====	87	8'-5"	764
5a9	Sidewalk Longit. (Side Far From Pier)	=====	12	8'-2"	102
5a10	Sidewalk Longit. (Side Near Pier)	=====	12	8'-9"	110
7a11	Diaphragm Transv.	=====	24	8'-6"	417
5a12	Diaphragm Hoops	⌐	144	3'-2"	476
5b1	Barrier Vertical	L	76	3'-6"	277
5b2	Barrier Longit. (Side Far from Pier)	=====	8	8'-2"	68
5b3	Barrier Longit. (Side Near Pier)	=====	8	8'-9"	73
				Total (LBS.)	7,459

Epoxy Reinforcing Bar List -				North Abutment and One Deck End	
Bar	Location	Shape	No.	Length	Length
7a1	Deck Transverse		24	38'-2"	1872
5a3	Sidewalk Transverse		16	5'-9"	96
5a4	Deck Drain		8	3'-0"	25
7a5	Diaphragm Transv.		8	8'-6"	139
5a6	Diaphragm Hoops		64	2'-9"	184
5a13	Deck Longitudinal		99	6'-10"	706
5b1	Barrier Vertical		28	3'-6"	102
5b2	Barrier Longitudinal		8	6'-10"	57
4g5	Vaulted Abut. Dowel		39	1'-6"	39
				Total (LBS.)	3,220

Concrete Placement Quantities		
Location	Unit	Total
South Abutment	Cu. Yd.	15.4
Pier 8	Cu. Yd.	27.2
Pier 14	Cu. Yd.	27.2
North Abutment	Cu. Yd.	11.7
	Total (Cu. Yd.)	81.5

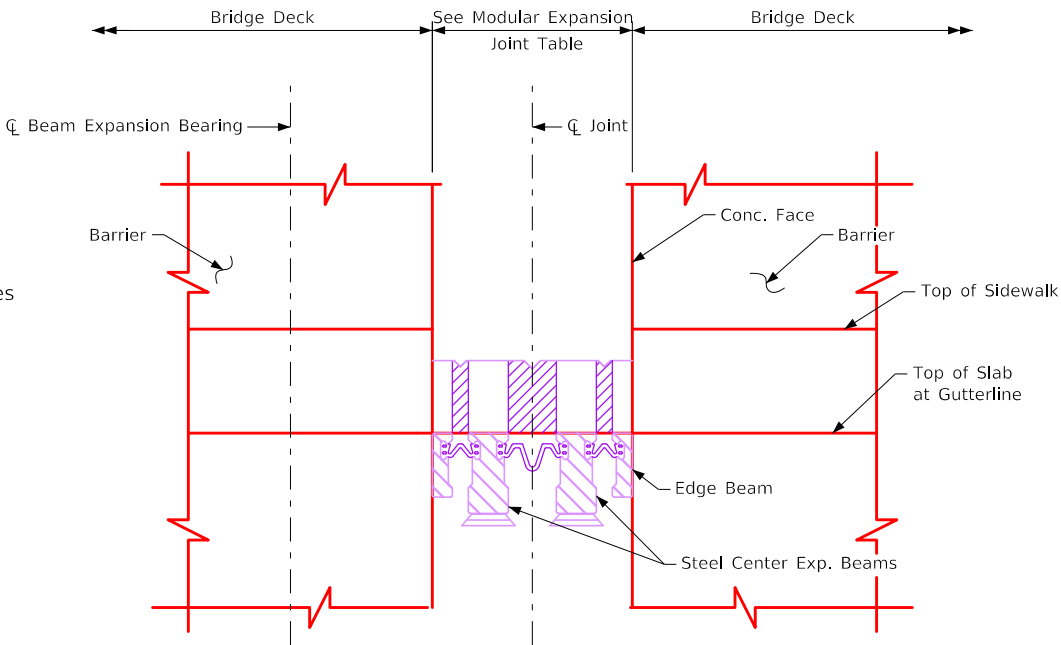


Notes: All Reinforcing shall be Epoxy Coated.
All Dimensions are Out-to-Out (D= Pin Diameter).

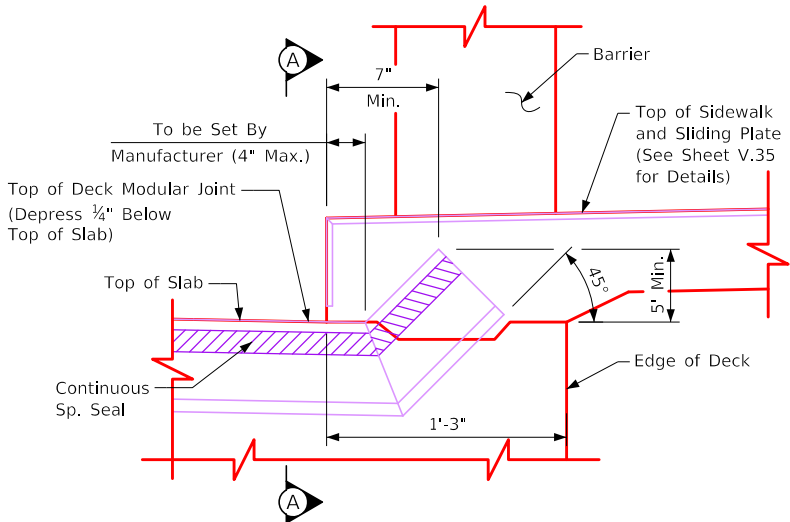
Design For Repairs to 0° Skew
**1434'-0"x36'-0" Steel Beam Bridge
with Two 4'-6" Sidewalks**
56'-0" End Spans 18 - Variable Length Interior Spans
Reinf. Bar List and Conc. Quantity
Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
IOWA DEPARTMENT OF TRANSPORTATION
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Modular Expansion Joint Notes:

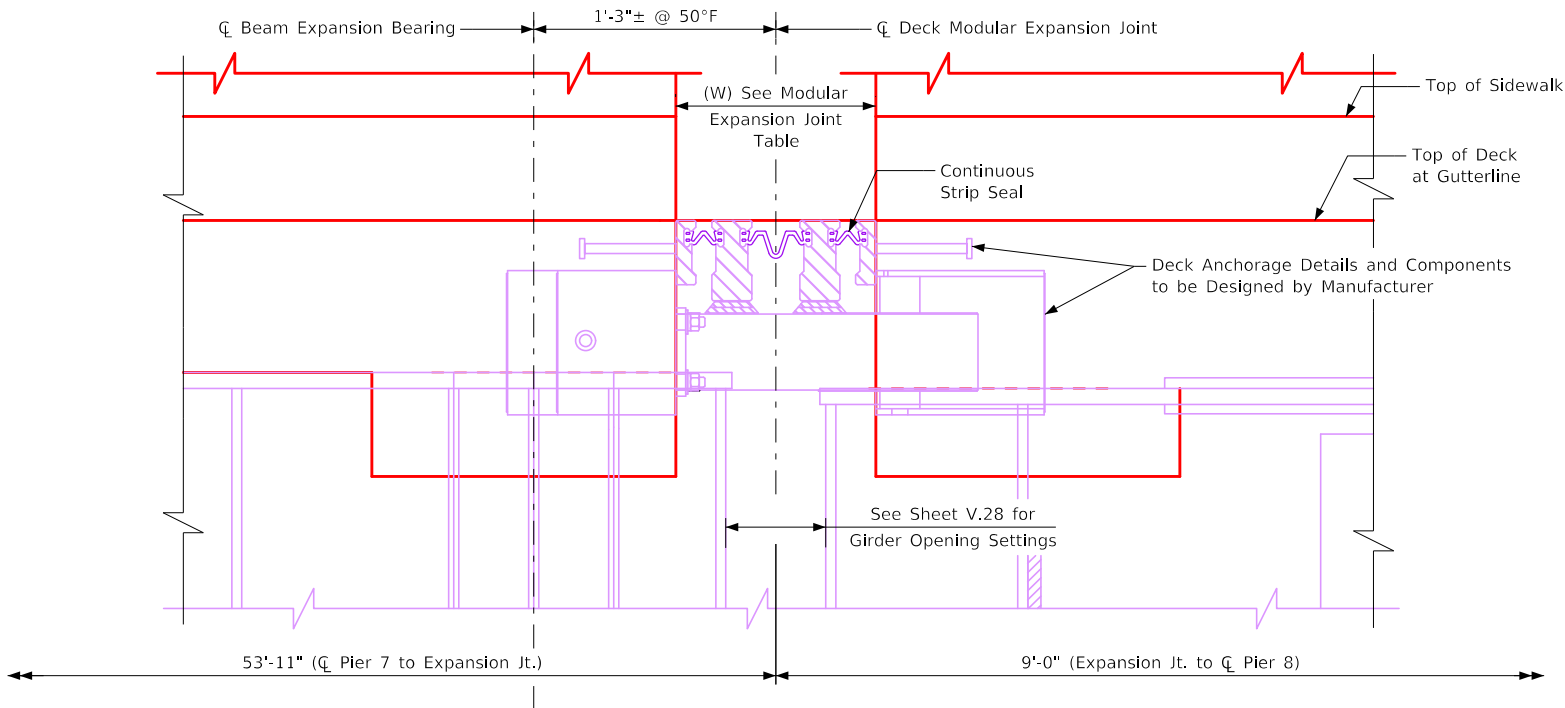
1. Neoprene Seals shall be Installed in One Continuous Piece without Field Vulcanization. Bend to Accommodate Variation in Upturn shall be Permitted to the Extent Allowed by the Manufacturer's Recommendations. Otherwise the Seals shall be Shop Vulcanized to Achieve the Required Configuration.
2. For Sequence of Construction, Temporary Supports and for Shipment and Storage of Joint Assembly, Refer to the Manufacturer's Recommendations.
3. Blockout Details may be Altered from those Shown Provided the Seal may be Installed and Removed if Necessary and the Curb Area Remains Watertight.
4. For Joint Construction at Temperatures other than 50°F, Adjust Opening According to the Temperature Adjustment shown in the Modular Expansion Joint Data Table. For Temperatures Above 50°F Decrease Opening and for Temperatures below 50°F Increase Opening.



Section A-A
(Slider Barrier Plate not Shown, See V.35 for Details)



Section at Gutterline



Section Thru Joint
(Joint near Pier 8 Shown, Joint at Pier 14 Similar)

Modular Expansion Joint Table (w)													
Location	Joint Opening	Opening Range		Total Movement	W at 10° F	W at 20° F	W at 30° F	W at 40° F	W at 50° F	W at 60° F	W at 70° F	W at 80° F	W at 90° F
		Minimum	Maximum										
Pier 8	Exp. Joint Opening	1'-4¾"	8¾"	8½"	1'-2¾"	1'-2¾"	1'-1½"	1'-1¼"	1'-0½"	11½"	11¾"	10¾"	10¼"
Pier 14	Exp. Joint Opening	1'-4"	9"	7"	1'-2¾"	1'-1⅞"	1'-1¼"	1'-0⅜"	1'-0½"	1'-0"	11¾"	11½"	10½"

Design For Repairs to 0° Skew

1434'-0"×36'-0" Steel Beam Bridge with Two 4'-6" Sidewalks

56'-0" End Spans18 - Variable Length Interior Spans

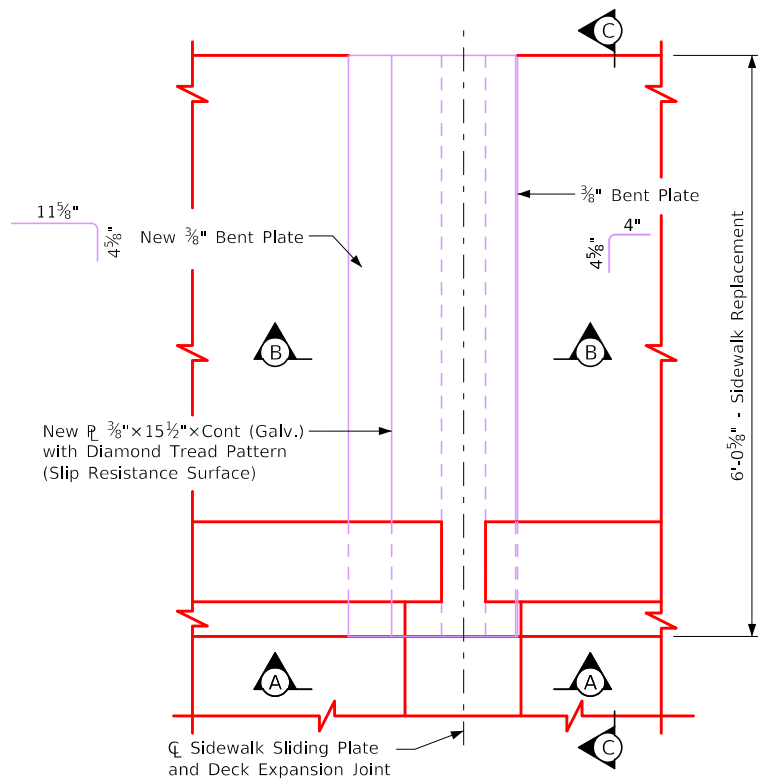
Pier Expansion Device Details

Sta. 51+47.70 (South Center St.)Turn-in Date: Aug 2025

City of Marshalltown

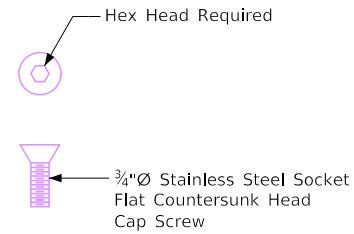
IOWA DEPARTMENT OF TRANSPORTATION

Design No. Design Sheet No. 34 of 37FHWA No. 035410

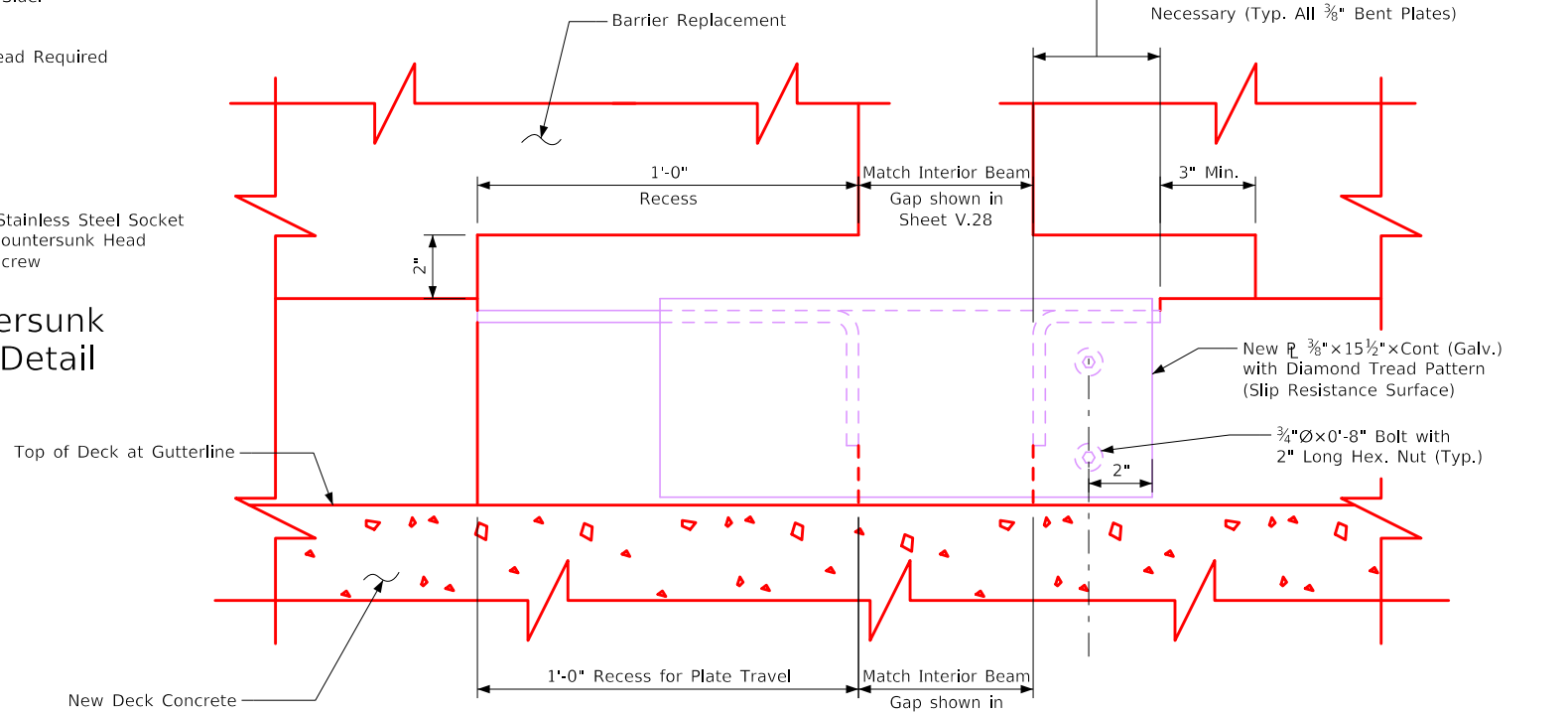


Sidewalk Expansion Device

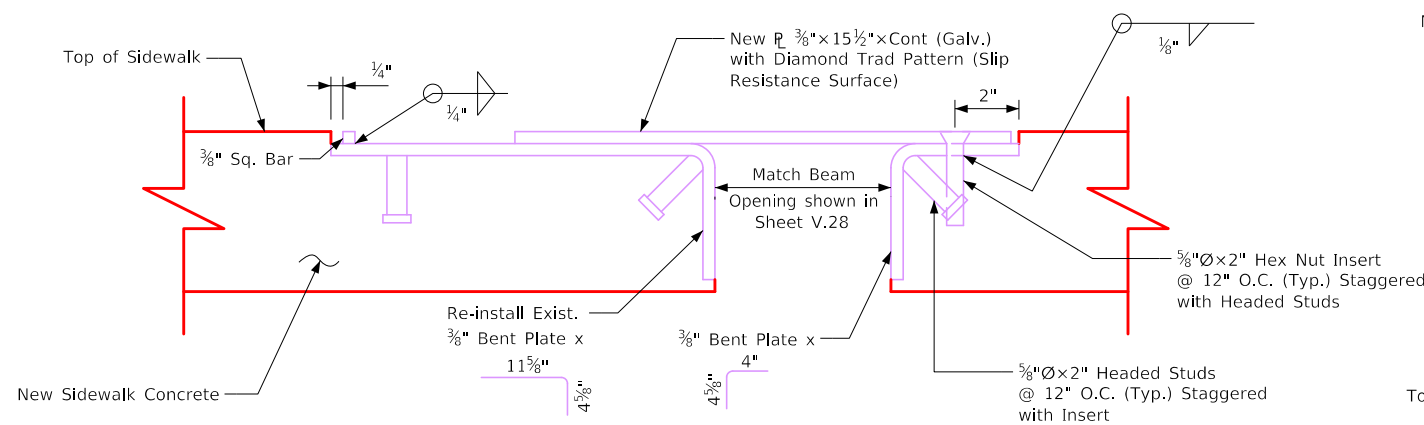
Contractor to Note that the Cap Screw Anchorage System for the 3/8" Barrier Plates are Always to be Placed on the Oncoming Traffic Side.



Socket Flat Countersunk Head Cap Screw Detail



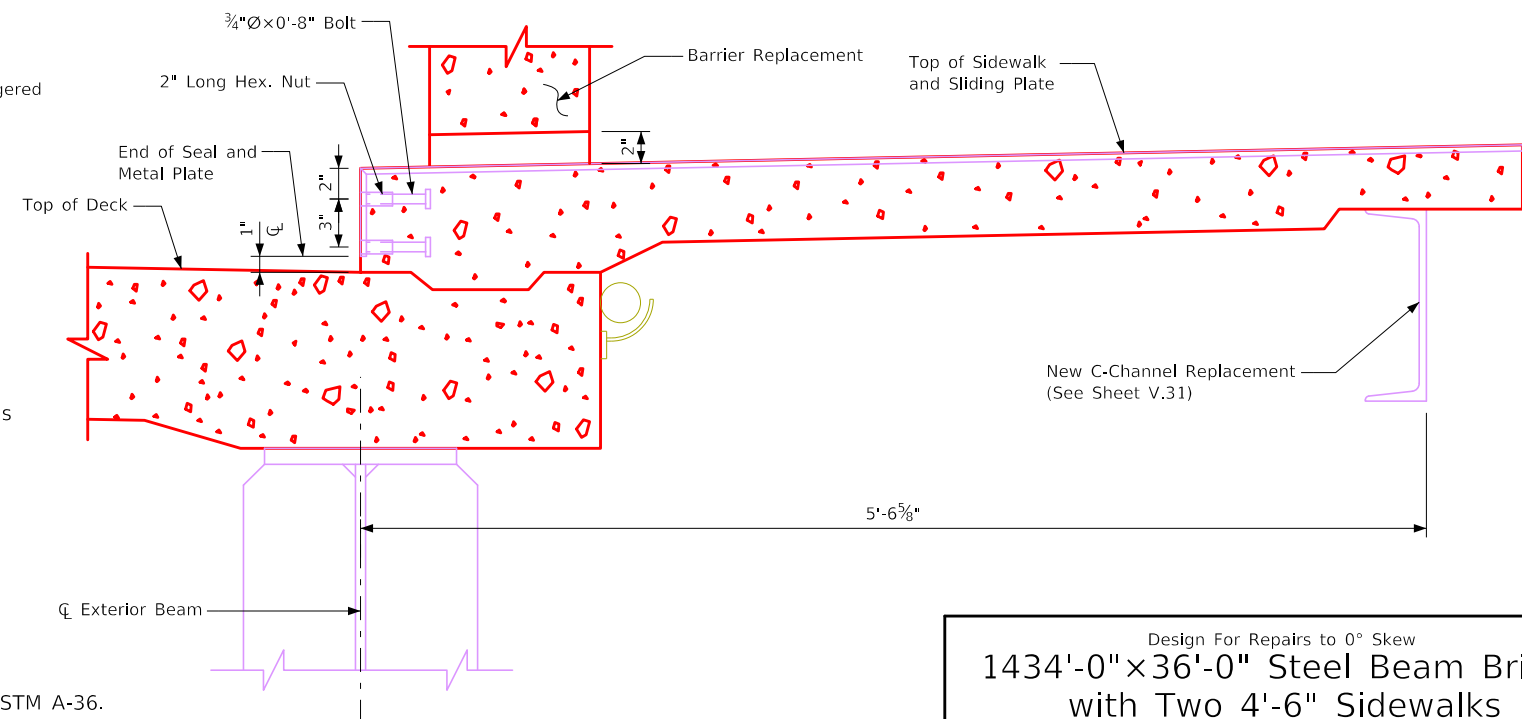
Section A-A



Section B-B

Sidewalk Expansion Device Notes

- Dimensions shown are Based on Exist. Plans. It shall be the Contractor's Responsibility to Field Verify All Exist. Dimensions as Necessary prior to Fabrication and Construction.
- It is the Intent of the New Joint to Ensure Unrestrained Movement of Adjacent Concrete Deck Segments on Both Sides of the Expansion Joints.
- The Contractor shall Submit the Expansion Devices Shop Drawings for Approval showing Layout, Material, Condition of Exist. Steel to be Re-installed, Materials to be Used, and Provisions for Holding Device during Placement of Concrete.
- The Expansion Device shall be Installed Parallel to Grade.
- Cap Screws shall be Countersunk 1/16" below Top of the Plate. The Minimum Grade of any New Structural Steel shall be ASTM A-36. Bolts and Hex Nuts shall be Comply with ASTM A-307.
- All Costs Associated with the Furnishing and Installation of the Sidewalk Expansion Devices shall be Incidental to the Bid Item "Modular Expansion Joint Assembly".



Section C-C

Design For Repairs to 0° Skew
1434'-0" x 36'-0" Steel Beam Bridge
 with Two 4'-6" Sidewalks
 56'-0" End Spans 18 - Variable Length Interior Spans
Pier Sidewalk Expansion Device Details
 Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
 IOWA DEPARTMENT OF TRANSPORTATION
 Design No. Design Sheet No. 35 of 37 FHWA No. 035410

Self-Expanding Sealant System Notes:

The Self-Expanding Sealant System Shall be in Accordance wih Article 4136.03 E of the Standard Specifications, and D.O.T. Materials I.M. 436.07, Appendix A.

Sealant Width must be Sized so that it can be Installed in the Proper Width Opening for the Appropriate Temperature at the Time of Installation. Contact the Manufacturer for Information Required by them to Assure Appropriate Size is Ordered.

The Sealant System shall be Installed per Manufacturer's Recommendations with the Following Possible Exception: a Field-Applied Silicone Sealant Edge Bead as Noted and Shown on this Sheet shall be Applied Regardless of whether or not the Manufacturer Requires this Step. If the Manufacturer does not Include this Step in Their Standard Procedure the Silicone Sealant used in this Step shal be Identical to the Sealant Provided by the Manufacturer for use on the Butt Splices.

A Technical Representative of the Manufacturer shall be Provided at the Jobsite during Installation to Review Procedures.

The Contractor shall be Responsible for Field Measuring the Joint and Coordinating the Actual Product Selection with the Technical Representative.

The Number of Feet of Self-Expanding Sealant System Installed shall be Paid for at the Contract Price per Foot Based on Plan Quantities. The Price for "Preformed, Pre-Compressed, Self-Expanding Sealant System with Silicone Pre-Coated Surface" shall be Full Compensation for Furnishing, Installing, and Testing of the New Sealant System. This Work will Consist of Cleaning the Armor Angles, Installation of the Sealant System and Water Tight Testing of the Sealant System. All Work and Materials Necessary for the Installation of the Sealant System shall Comply with the Recommendations of the Sealant System Manufacturer Except as Noted and Shown. The Price Bid for this Item shall Include all Watertight Integrity Testing, Leak Repairs as Directed by the Engineer, and Subsequent Watertight Testing untila Leak Free Installation is Achieved.

Detail 'A'

Sealant Edge Bead Note - Before the Epoxy Adhesive Cures, Force the Tip of the Sealant Tube Between the Substrate and Foam. Inject a 3/4" Deep Silicone Sealant Edge Bead Between the Foam, Silicone Top Face Membrane and Substrate. Using a Caulk Knife, Tool the Overflow Silicone Sealant into a Cove Bead between the Silicone Top Face Membrane and the Substrate.

Upturned Ends

Upturned Ends shall be Created in the Curbs or Barrier Rails using a Notch and Miter Method. Follow the Guidance Provided by Manufacturer's Recommendations and/or Technical Representative.

Watertight Integrity Testing And Repair Notes:

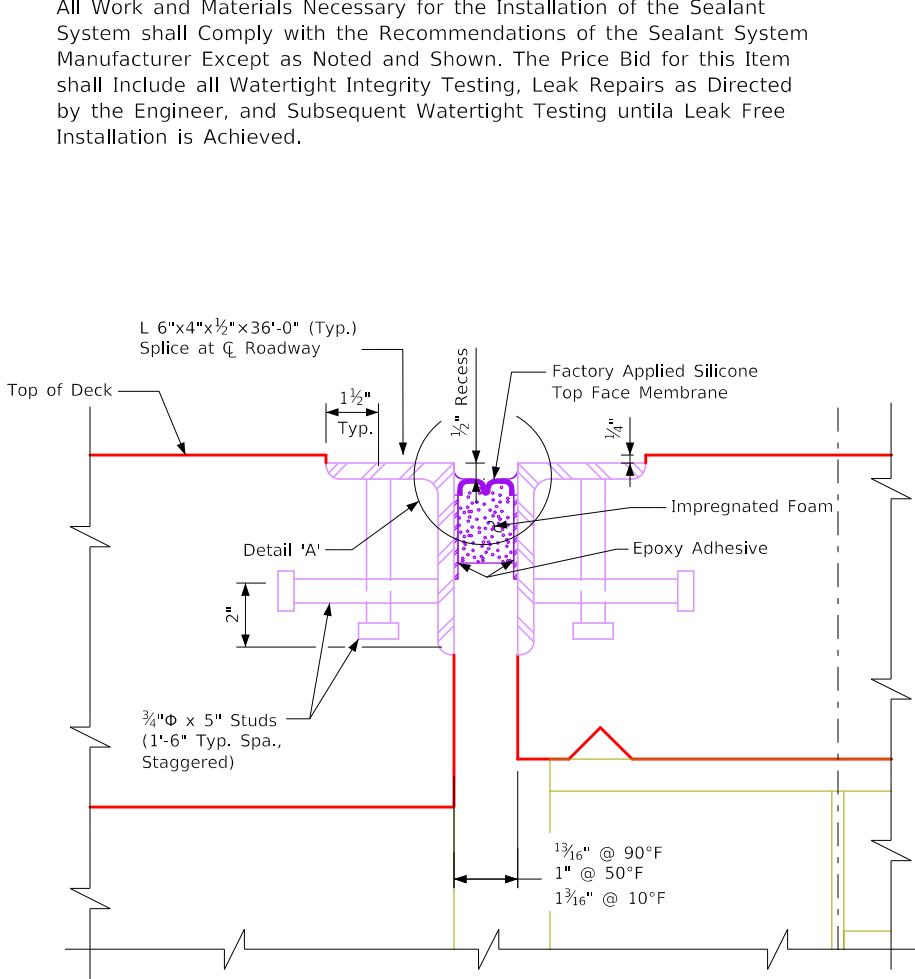
After Installation of each Self-Expanding Foam System, the Contractor shall Perform Watertight Integrity Tests at the Deck Level to Detect any Leakage. The Tests are to Check for Leakage at the Upturned Ends of the Sealant System and for Leakage along the Sealant System across the Deck and any Sidewalks. The Contractor may Conduct a Single Test of the Entire System including Upturned Ends or may Conduct Sparate Tests of Upturned Ends and one or more Tests of Overlapping Lengths between the Upturned Ends.

At each Upturned End of the Sealant System, the Contractor shall Block out on the Deck at Least 3 Feet of the Sealant System Leading to the Upturned End and Flood the Area. A Minimum Water Depth of 3" shall be Maintained at the Gutterline for at Least 30 Minutes. During the Test, the Inspector shall Observe any Overflow at the Upturned End. At the Conclusion of the Test, the Inspector will Examine the Underside of the Joint for Leakage. The Sealant System is Considered Watertight if the Inspector Observes no Overflow During the Test if no Dripping Water or Water Droplets are Visible in the Underdeck Areas near Upturned End.

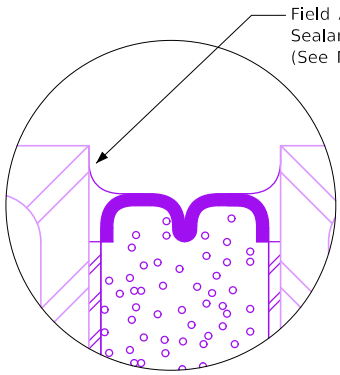
The Contractor shall Test the Sealant System between Upturned Ends by Blocking out and Covering the Sealant, System with Ponded or Flowing Water to a Depth of at Least 1" at All Points, for at Least 30 Minutes. Vertical Curb Surfaces may be Tested with an Unnozzled Hose Delivering Approximately one Gallon per Minute Directed to Flow over the Entire Curb Height for 30 Minutes. At the Conclusion of the Test, the Inspector will Examine the Underside of the Joint for Leakage. The Sealant System is Considered Watertight if no Dripping Water or Water Droplets are Visible in the Underdeck Areas along the Full Length of the Sealant System. Damp Concrete that does not Show Dripping Water or Water Droplets is not Considered a sign of Leakage.

If the Sealant System leaks at an Upturned End of Along its Length, the Contractor shall Locate the Leak(s) and take Repair Measures to Stop the Leakage. The Repair Measures shall be as Proposed by the Contractor abd Approved by the Engineer prior to Beginning Corrective Work.

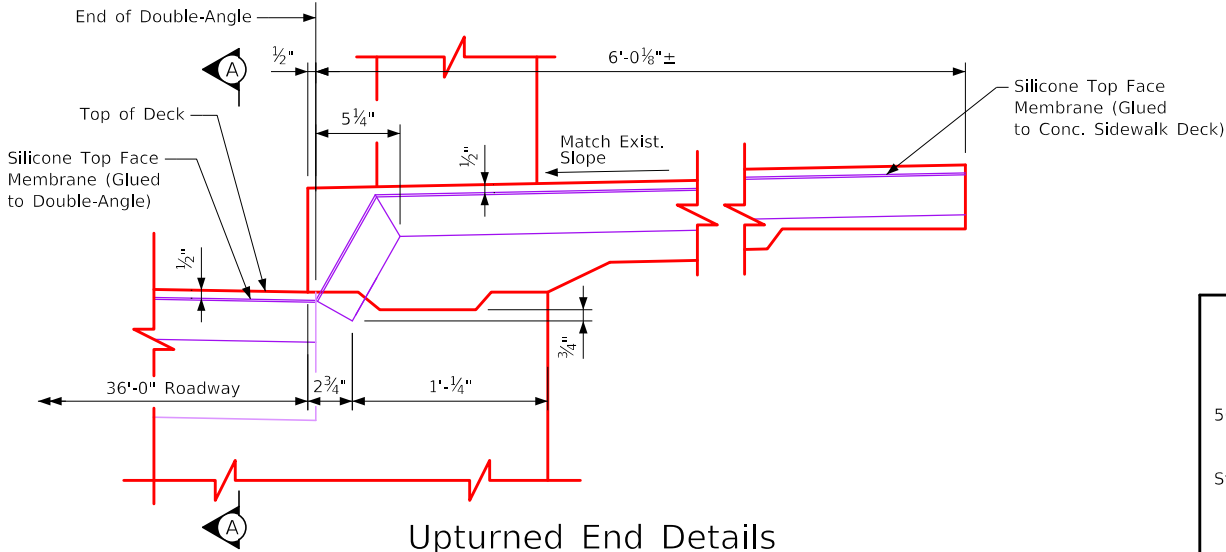
If Measures to Eliminate Leakage are taken, the Contractor shall Perform Subsequent Watertight Integrity Tests Subject to the same Conditions as Original Test.



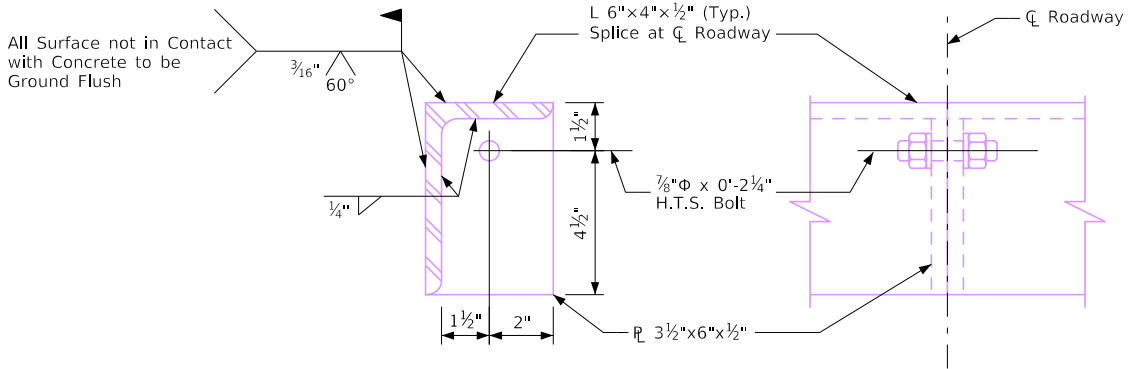
Cross Section A-A Thru Expansion Joint



Detail 'A'



Upturned End Details



Angle Splice at C Roadway Detail

Design For Repairs to 0° Skew

1434'-0"x36'-0" Steel Beam Bridge

with Two 4'-6" Sidewalks

56'-0" End Spans18 - Variable Length Interior Spans

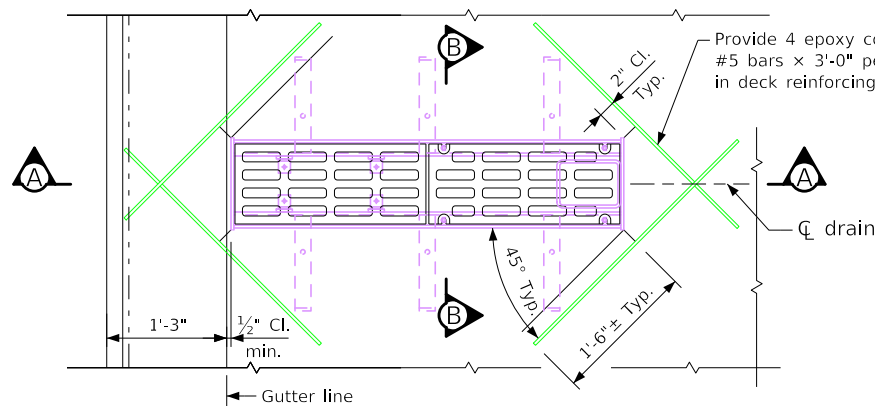
Abutment Expansion Joint Details

Sta. 51+47.70 (South Center St.)Turn-in Date: Aug 2025

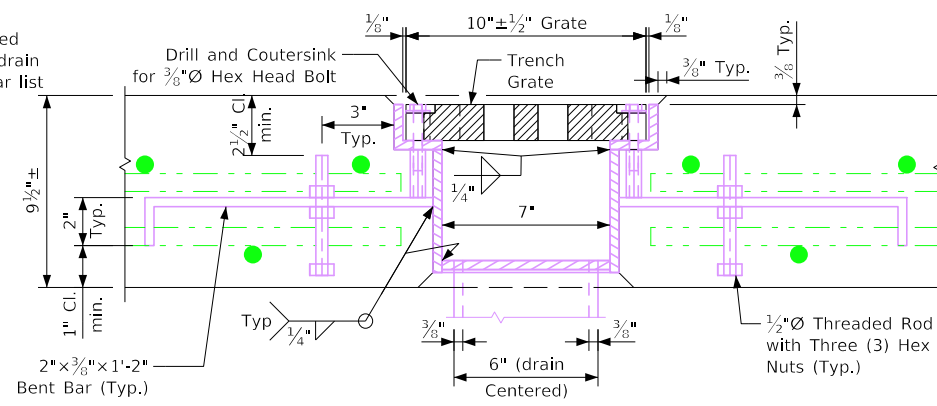
City of Marshalltown

IOWA DEPARTMENT OF TRANSPORTATION

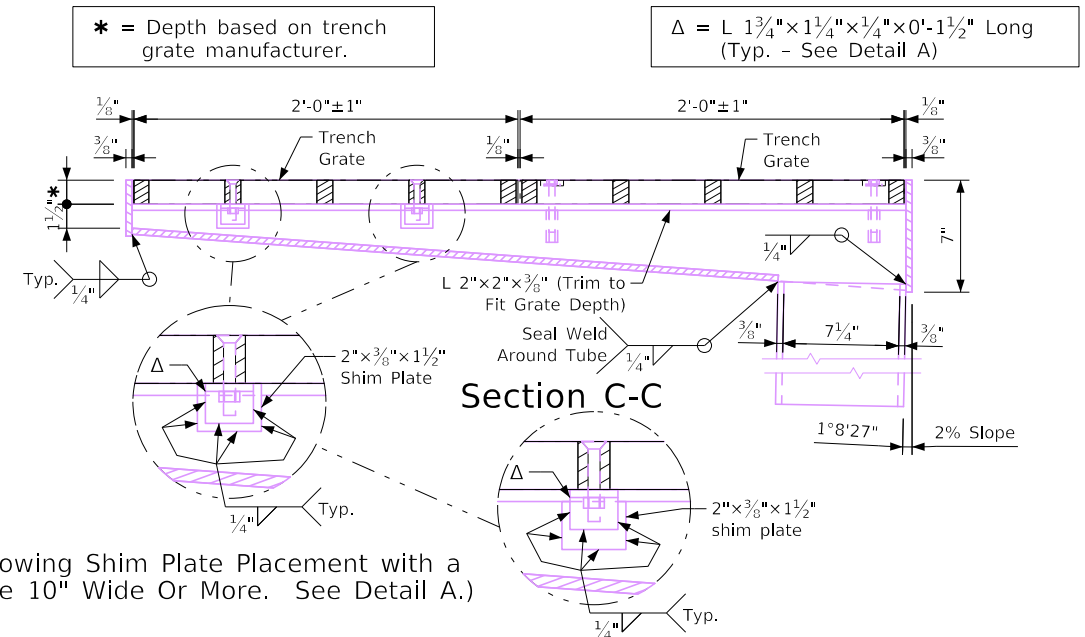
Design No. Design Sheet No. 36 of 37FHWA No. 035410



Part Plan At Drain

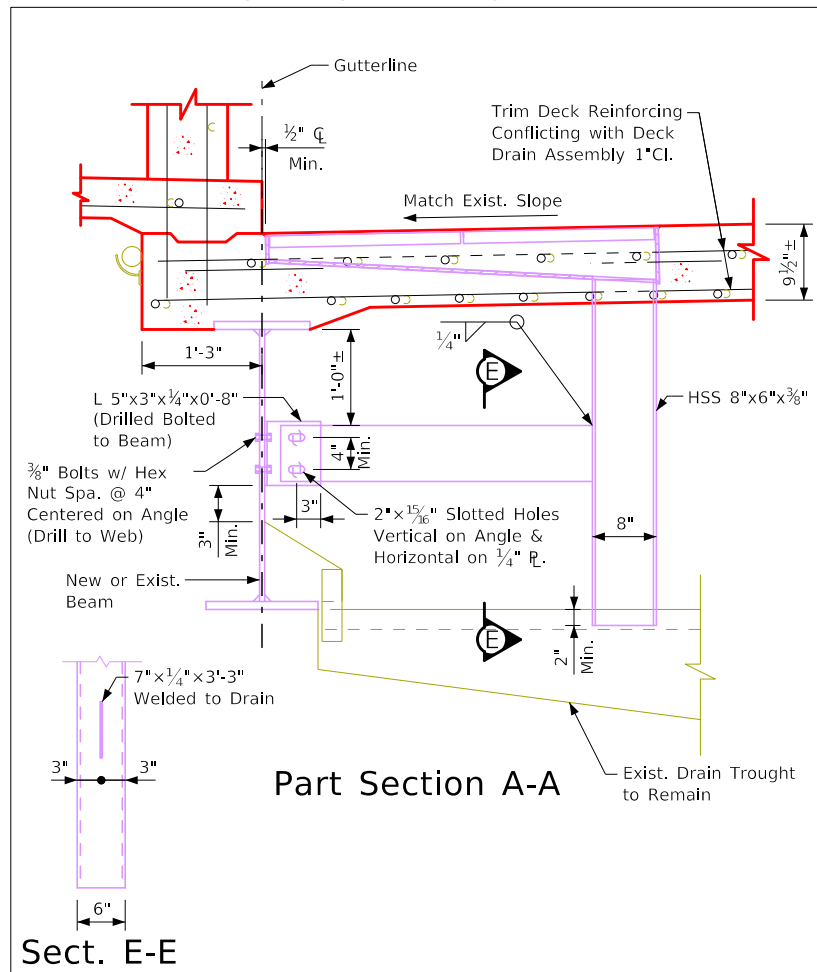


Part Section B-B — Showing Detail B Option
(Detail Is Shown Using 10" Wide Grate)



(Showing Shim Plate Placement with a Grate 10" Wide Or More. See Detail A.)

(Showing Shim Plate Placement with a Grate Less Than 10" Wide. See Detail A.)



Part Section A-A

Drain Notes

The drains shall be 3/8 inch thick steel. The drain assemblies shall be galvanized after fabrication. The bid item "Deck Drain" shall include all costs associated with fabricating and installing the deck drains as per plan.

The drain trench grates shall be ferrous castings. Metal used in the manufacture of castings shall conform to ASTM A48-83 Class 35B or better gray iron castings in accordance with current Iowa D.O.T. Standard Specifications. Finish of castings shall be smooth and free of defects. Trench grates shall be capable of carrying AASHTO HL-93 loading. Galvanizing of the trench grates is not required.

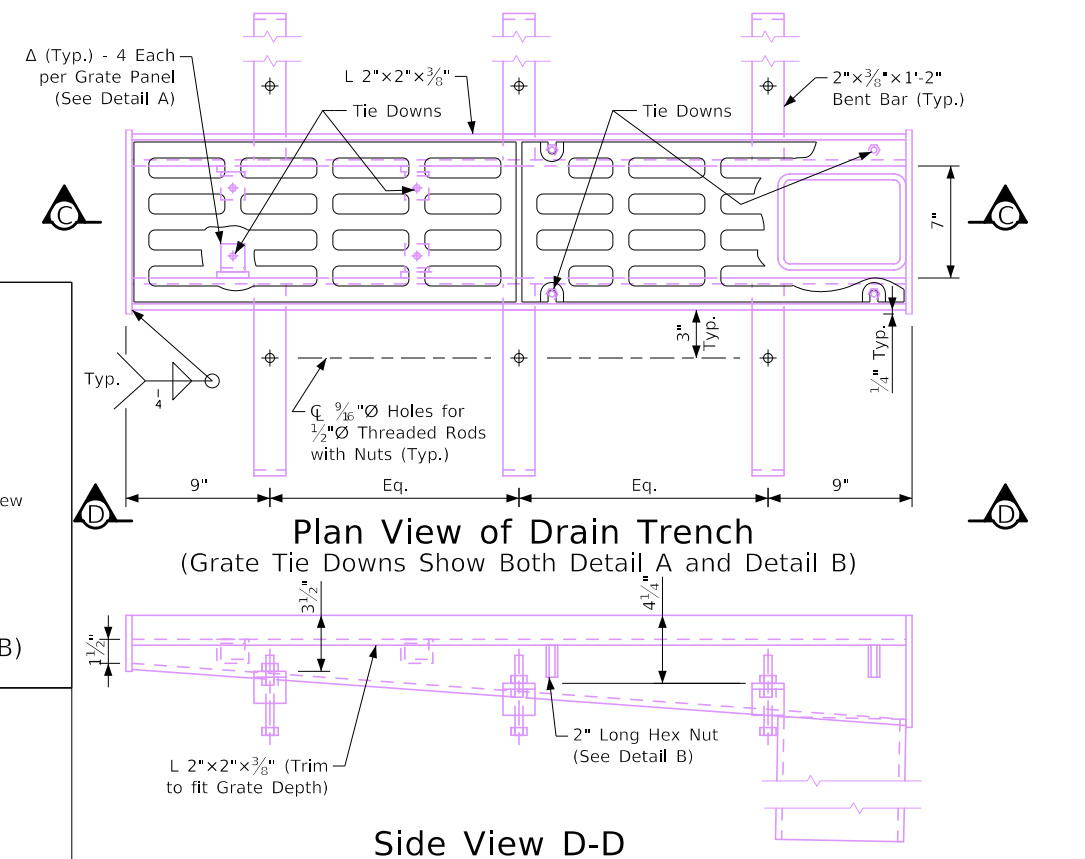
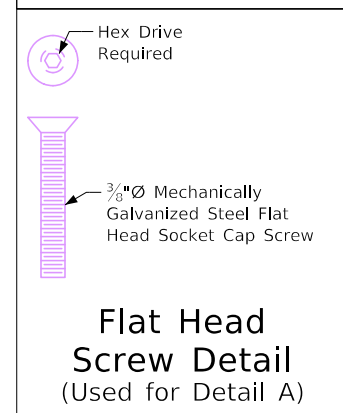
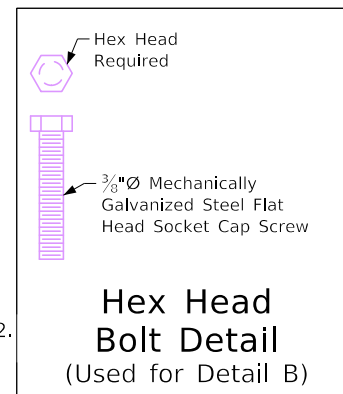
Drains shall be centered over the exist. Drainage Trough from the location designated on the repair details. The bottom transverse deck reinforcing bar shall be cut off to provide 1 inch clearance from the drain. The top transverse deck reinforcing bars on each side of the drain, shall be spaced as necessary to provide 1 inch clearance from the drain. Longitudinal deck reinforcing bars that conflict with the drain shall be cut off to provide 1 inch clearance from the drain. All cut ends of bars shall be coated with epoxy patching material supplied by the manufacturer of the epoxy coating. Longitudinal deck reinforcing bars shall be shifted as necessary to accommodate anchor bars.

Materials

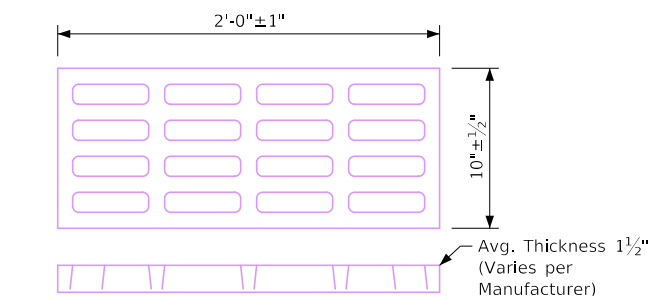
Plates, bars, threaded rods and angles shall meet the requirements ASTM A709 Grade 36. The tube steel shall meet the requirements ASTM A500 Grade B.

3/8"Ø mechanically galvanized steel flat head screw shall meet the requirements of ASTM B695-04 (2009) and ASTM F835-12.

3/8"Ø mechanically galvanized steel hex head bolt and hex nut shall meet the requirements of ASTM B695-04 (2009) and ASTM A307-12 Grade A.

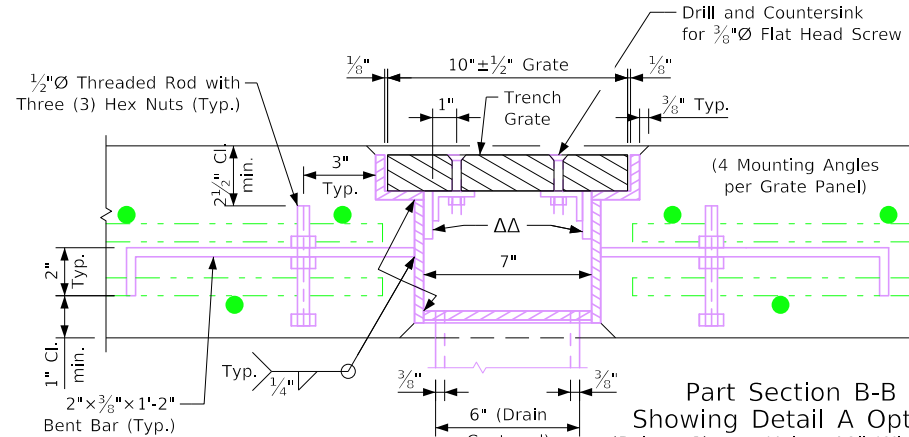


Side View D-D



Drain Trench Grate Details
(2 Grates Required per Drain)

Note: Pattern and direction of grate opening shall be similar to the pattern shown.



Part Section B-B
Showing Detail A Option
(Dtl. Is Shown Using 10" Wide Grate)

ΔΔ = Adjust shim plate according to width of grate.

Note:
8 Deck Drains Required.
See Situation Plan for locations.

Design For Repairs to 0° Skew
1434'-0" x 36'-0" Steel Beam Bridge with Two 4'-6" Sidewalks
56'-0" End Spans 18 - Variable Length Interior Spans
Sta. 51+47.70 (South Center St.) Turn-in Date: Aug 2025
City of Marshalltown
IOWA DEPARTMENT OF TRANSPORTATION
Design No. Design Sheet No. 37 of 37 FHWA No. 035410



**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Carol Webb, City Administrator
Meeting Date: October 27, 2025
Re: Public Hearing and Resolution to Approve Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 2

Strategic Plan Objective:

Expand and improve development in the community.

Recommended:

Adopt the Urban Renewal Plan Amendment for Area No. 2 to add the TIG Distributing, Inc. project.

Budget Impact:

Description/Background:

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

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

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

The public hearing on the development agreement will be scheduled for November 10th at 5:30 pm.

Attachments:

1. 2025-10-27_Hold Hrg & Approve UR Amend no adds (Marshalltown #63 2025)-v2
2. 2025-10-27_UR Plan Amend (Marshalltown-63 2025)-v2
3. 2025-08-11_2025-182_SIGNED Resolution for TIF Support for TIG Distributing

October 21, 2025

VIA EMAIL

Carol Webb
City Administrator/City Hall
Marshalltown, Iowa

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

Dear Carol:

Attached please find proceedings covering the City Council's action in holding a public hearing on and adopting a resolution to approve the October, 2025 urban renewal plan amendment.

We will appreciate receiving executed copies of these proceedings as soon as they are available. Please contact John Danos or me if you have any questions.

Kind regards,

Amy Bjork

Attachments

cc: Alicia Hunter

HEARING ON AND APPROVAL OF
AMENDMENT TO THE
MARSHALLTOWN URBAN RENEWAL
AREA NO. 2

422742-63

Marshalltown, Iowa

October 27, 2025

The City Council of the City of Marshalltown, Iowa, met on October 27, 2025, at 5:30 p.m., at the City Council Chambers, 10 West State Street, in the City, for the purpose of conducting a public hearing on a proposed urban renewal plan amendment.

The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: _____

Absent: _____.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on the urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the City Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member _____ moved the adoption of a resolution entitled “Resolution to Approve Urban Renewal Plan Amendment for the Marshalltown Urban Renewal Area No. 2,” seconded by Council Member _____. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: _____

Nays: _____.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO. _____

Resolution to Approve Urban Renewal Plan Amendment for the Marshalltown
Urban Renewal Area No. 2

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the “Urban Renewal Law”), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

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

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

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on October 27, 2025; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Marshall County and the Marshalltown Community School District; the consultation meeting was held on October 8, 2025; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby reaffirmed by this City Council as follows:

A. The Project proposed under the Amendment conforms to the general plan for the development of the City;

B. The Project proposed under the Amendment is necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives.

C. It is not intended that families will be displaced as a result of the City's undertaking under the Amendment. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved October 27, 2025.

Mayor

Attest:

City Clerk

(Attach copy of the urban renewal plan amendment to this resolution.)

• • • •

Upon motion and vote, the meeting adjourned.

Mayor

Attest:

City Clerk

STATE OF IOWA
MARSHALL COUNTY
CITY OF MARSHALLTOWN

SS:

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Marshalltown, Iowa and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving the urban renewal plan amendment for the Marshalltown Urban Renewal Area No. 2 in the City of Marshalltown, Iowa.

WITNESS MY HAND this ____ day of _____, 2025.

City Clerk

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

October, 2025

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

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

Name of Project: TIG Distributing, Inc. Expansion Project

Date of Council Approval of Project: October 27, 2025

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

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

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

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

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

Constitutional debt limit of the City:	<u>\$108,967,285</u>
Outstanding general obligation debt of the City:	<u>\$ 51,680,000</u>
Proposed maximum indebtedness to be incurred in connection with this October, 2025 Amendment:	<u>\$ 1,665,000</u>

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

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

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

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

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

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

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

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

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

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

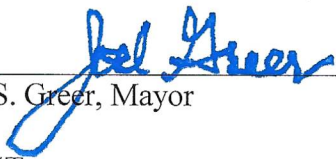
Section 1. The City Council hereby expresses its support for the use of Tax Increment Financing to assist TIG Distributing, Inc. in its proposed business expansion at 1702 Rex Ryden Road, Marshalltown, Iowa.

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

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

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

CITY OF MARSHALLTOWN, IOWA



Joel T.S. Greer, Mayor

ATTEST:



Alicia Hunter, CMC, City Clerk



**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Clayton Ender, Assistant Director, Housing & Community Development
Meeting Date: October 27, 2025
Re: Ordinance 15111 to Amend the Official Zoning Map for 212 E State Street
from Urban Core Zoning District to Mixed-Use Zoning District - Third Reading

Strategic Plan Objective:

Strategy 1: Expand and improve development in the community.

Recommended:

The Planning and Zoning Commission recommends approval of Ordinance 15111

Budget Impact:

Cost of Publication

Description/Background:

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

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

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

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

Usage:

Current: Zoning:

UC, Urban Core Zoning District

Current Usage:

Vacant parcel

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

Proposed Future Land Use Designation:

Downtown Mixed Use

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

Proposed Zoning:

MU, Mixed-Use Zoning District

Proposed Usage:

Restaurant with drive-thru (McDonald’s)

Review Criteria:

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

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

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

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

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

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

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

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

The request is consistent with the comprehensive plan.

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

§ 156.A.002(C)(1) “Encourage a diverse and stable economy with employment opportunities, particularly those that have meaningful multiplier effects in the local economy, by promoting the vitality and development of commercial and industrial districts”

§ 156.A.002(D)(1) “Encouraging the most appropriate, efficient, and compatible use of land, buildings, and other structures throughout the city”

§ 156.A.002(D)(5) “Protecting property against blight and depreciation by facilitating reinvestment, redevelopment, and infill development”

§ 156.A.002(E)(1) “Promote contextually compatible redevelopment and infill development of vacant or underutilized properties”

- 6. Adequate facilities, including public or private utilities, solid waste service, roads, drainage, and other improvements are present or are planned to be provided.**

The subject property has adequate access to existing public streets, water, sanitary sewer, storm sewer and other utilities.

- 7. The request demonstrates compatibility with surrounding conforming**

and permitted land uses and structures and with the general character of the area.

The proposed development includes a single-story restaurant building with a drive-thru (McDonald's). The architecture will include an increased height parapet wall to screen roof mounted mechanical equipment and to provide an appearance of greater height to the building to blend in with taller downtown buildings. The site is on the fringe of downtown and other commercial business are 1-2 stories in height in the vicinity which is consistent with the proposed design of this development.

8. The dimensions of the subject property to accommodate reasonable development that complies with the requirements of this ZO, including parking, open space, and buffering requirements.

The subject property is of sufficient size and dimension to allow for construction of the proposed improvements.

9. The pace of development and the amount of vacant land currently zoned for comparable development in the vicinity of the subject property.

Vacant land for new commercial development (non-industrial) is limited on the north side of Marshalltown.

10. A comparison of the hardship to the applicant with the relative gain to the public health, safety, and welfare.

The proposed development will support economic growth with the community.

11. The proposed zone change is consistent with the Comprehensive Plan or Future Land Use Map and increase the likelihood of advancing the goals, objectives, and policies of the Comprehensive Plan Land Use Map, or another adopted area plan, including but not limited to redevelopment plans.

The request is consistent with the comprehensive plan. A few specific goals this proposal works to advance include:

Land Use General Goal 1: Maximize the potential of the community of Marshalltown as a thriving center for business and healthy recreation, while maintaining and enhancing its livability as a residential community.

Land Use General Goal 3: Maximize Retain and create high quality infrastructure and visual attractiveness of properties showcasing the City's aesthetic character to its residents and visitors.

Land Use Commercial Goal 1: Expand and diversify the City's tax base by supporting existing businesses and the redevelopment of existing commercial properties and encouraging new commercial development to enable Marshalltown to fulfill its role as a regional trade and service center.

Land Use Commercial Goal 2: Encourage the redevelopment of commercial sites that display building deterioration, obsolete site design, land use compatibility issues and a high level of vacancies.

Land Use Commercial Goal 3: Improve and enhance Downtown Marshalltown in its role as the hub of the City.

12. The range of uses allowed by the proposed zoning district will be compatible with the properties in the immediate vicinity of the subject property.

Adjacent parcels to the north are zoned MU, Mixed Use Zoning District. As such, the proposed rezoning is consistent with adjacent zoning.

13. The suitability of the subject property for the zoned purposes.

The applicant has provided a site development concept drawing and conceptual architecture elevations showing how the subject property is intended to be developed. Initial staff review indicates that the subject properties are suitable for the intended development.

Please note that the site plan and architecture are conceptual. Approval of a rezoning does not constitute approval of site development plans. Should rezoning be successful the applicant would still need to go through the normal site plan

approval and building permit process.

14. The character of the surrounding area is transitioning or being affected by other factors, such as traffic, a new school, adjoining uses, or environmental issues.

The subject property is located along state Highway 14 (N 3rd Avenue). Traffic volumes support commercial development. Furthermore, the subject property is on the fringe of downtown in an area transitioning to more commercial development.

15. Nearby property owners are in support of, or do not oppose, the proposed map amendment.

Notice of the proposed rezoning, including meeting dates and times, has been mailed to all property owners within 250 feet of the rezoning boundary + width of any intersecting street. Signs have also been posted advertising the rezoning. As of publication of this staff memo no public comments have been received.

Attachments:

1. Ordinance 15111
2. Aerial Vicinity Map
3. McDonald's Conceptual Architecture Elevations
4. McDonald's Conceptual Site Plan
5. McDonald's Rezoning Application

ORDINANCE 15111

AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP FOR PARCEL IDENTIFICATION NUMBER 8418-26-453-050, LOCALLY KNOWN AS 212 E STATE STREET, FROM URBAN CORE ZONING DISTRICT TO MIXED-USE ZONING DISTRICT

WHEREAS, the owner of record for the following legally described real estate has petitioned to have their property rezoned from UC, Urban Core Zoning District to MU, Mixed-Use Zoning District;

THE SOUTH 90 FEET OF LOT 7 AND THE SOUTH 90 FEET OF THE WEST 15 FEET OF LOT 8, ALL IN BLOCK 1 IN THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA;

AND

THE EAST 45 FEET OF THE SOUTH 90 FEET OF LOT 8 AND THE EAST 28.5 FEET OF THE SOUTH 45 FEET OF THE NORTH 90 FEET OF LOT 8 IN BLOCK 1 IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, EXCEPT PARCEL A IN LOT 8, BLOCK 1, IN THE ORIGINAL TOWN OF MARSHALL RECORDED APRIL 17, 2019 AS #2019-00001540 IN THE RECORDS OF THE MARSHALL COUNTY RECORDER ALSO A 10 FOOT DRIVEWAY EXTENDING FROM NORTH 2ND AVENUE EAST 90 FEET OVER THE NORTH END OF THE SOUTH 90 FEET AND OVER THE SOUTH END OF THE NORTH 90 FEET OF LOTS 7 AND 8 IN BLOCK 1 IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA;

AND

LOT 9, BLOCK 1, IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA.

AND

LOTS 10, 11 AND 12, EXCEPT THE EAST 3 FEET OF LOT 12, ALL IN BLOCK 1 IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA;

AND

ALL OF THE NORTH-SOUTH ALLEY IN BLOCK 1 OF THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA.

WHEREAS, the Planning and Zoning Commission has reviewed this petition at their regular meeting on September 11th, 2025 and following a public hearing has made a recommendation to approve the official zoning map amendment petition; and,

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

Section 1. Official Zoning Map Amendment. The following legally described property is hereby rezoned from UC, Urban Core Zoning District to MU, Mixed-Use Zoning District:

THE SOUTH 90 FEET OF LOT 7 AND THE SOUTH 90 FEET OF THE WEST 15 FEET OF LOT 8, ALL IN BLOCK 1 IN THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA;

AND

THE EAST 45 FEET OF THE SOUTH 90 FEET OF LOT 8 AND THE EAST 28.5 FEET OF THE SOUTH 45 FEET OF THE NORTH 90 FEET OF LOT 8 IN BLOCK 1 IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, EXCEPT PARCEL A IN LOT 8, BLOCK 1, IN THE ORIGINAL TOWN OF MARSHALL RECORDED APRIL 17, 2019 AS #2019-00001540 IN THE RECORDS OF THE MARSHALL COUNTY RECORDER ALSO A 10 FOOT DRIVEWAY EXTENDING FROM NORTH 2ND AVENUE EAST 90 FEET OVER THE NORTH END OF THE SOUTH 90 FEET AND OVER THE SOUTH END OF THE NORTH 90 FEET OF LOTS 7 AND 8 IN BLOCK 1 IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA;

AND

LOT 9, BLOCK 1, IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA.

AND

LOTS 10, 11 AND 12, EXCEPT THE EAST 3 FEET OF LOT 12, ALL IN BLOCK 1 IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA;

AND

ALL OF THE NORTH-SOUTH ALLEY IN BLOCK 1 OF THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA.

THE SAME BEING DESCRIBED AS FIELD MEASURED:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE N00°30'39"W ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 89.84 FEET; THENCE N89°52'08"E, A DISTANCE OF 120.58 FEET TO THE WEST LINE OF SAID LOT 9; THENCE N00°16'53"W ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 45.81 FEET; THENCE N00°44'51"W ALONG SAID WEST LINE, A DISTANCE OF 46.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE N89°27'25"E ALONG THE NORTH LINE OF SAID LOTS 9, 10, 11 AND 12 AND THE VACATED INTERVENING ALLEY, A DISTANCE OF 258.54 FEET TO THE WEST RIGHT OF WAY LINE OF NORTH 3RD AVENUE AS IT IS PRESENTLY ESTABLISHED; THENCE S00°08'40"W ALONG SAID WEST RIGHT OF WAY

LINE, A DISTANCE OF 181.76 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE S89°35'03"W ALONG THE SOUTH LINE OF SAID LOTS 12, 11 AND 10 AND VACATED INTERVENING ALLEY, A DISTANCE OF 196.04 FEET; THENCE S89°34'56"W ALONG THE SOUTH LINE OF SAID LOTS 9, 8 AND 7, A DISTANCE OF 180.98 FEET TO THE POINT OF BEGINNING.

AND

To the centerline of adjacent public right-of-way

Section 2. Severability Clause. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

Section 3. When Effective. This ordinance shall be in full force and effect after its final passage, approval and publication as provided by law.

Passed this _____ day of _____ 2025 and signed this _____ day of _____ 2025.

Signatures on following pages.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

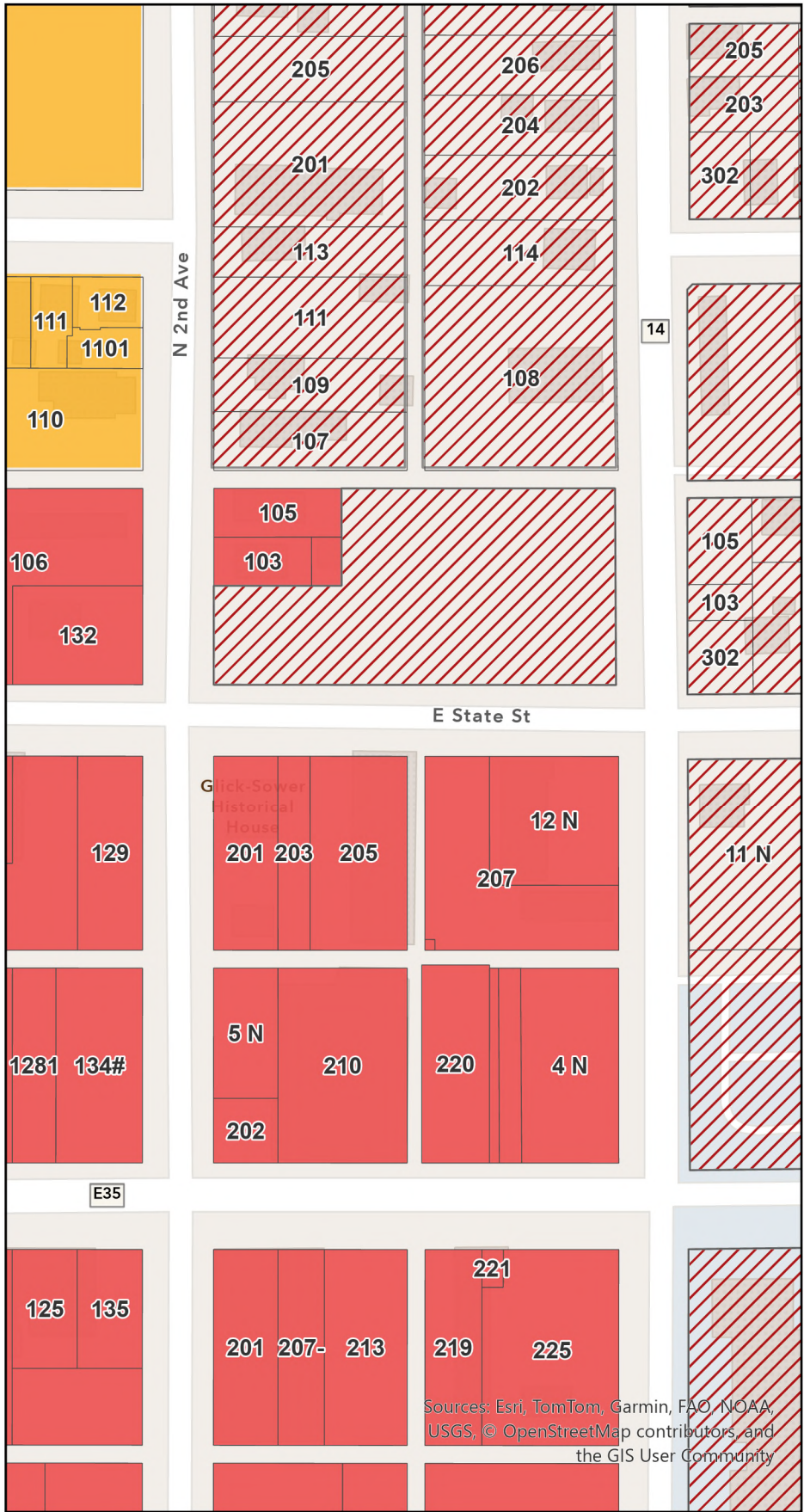
ATTEST:

Alicia Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____ 2025, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____ 2025.

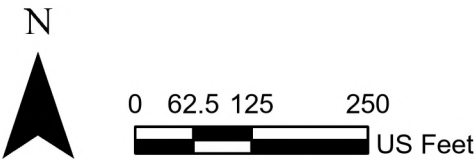
Alicia Hunter, City Clerk

Marshalltown Zoning



Legend

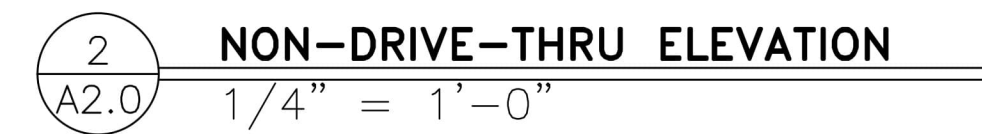
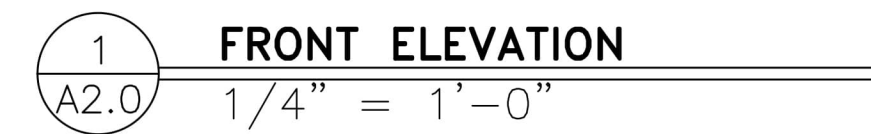
- Parcels
- Zoning Districts**
- Agricultural (AG)
 - Rural Residential (RR)
 - Low-Density Residential (RL)
 - Medium-Density Residential (RM)
 - High-Density Residential (RH)
 - Mixed-Use (MU)
 - Urban Core (UC)
 - General Commercial (GC)
 - General Industrial (GI)
 - Planned Unit Development (PUD)
 - Public and Institutional (PI)
 - Recreation (REC)
 - Parcels



Sources: Esri, TomTom, Garmin, FAO, NOAA, USGS, © OpenStreetMap contributors, and the GIS User Community

AERIAL VICINITY MAP

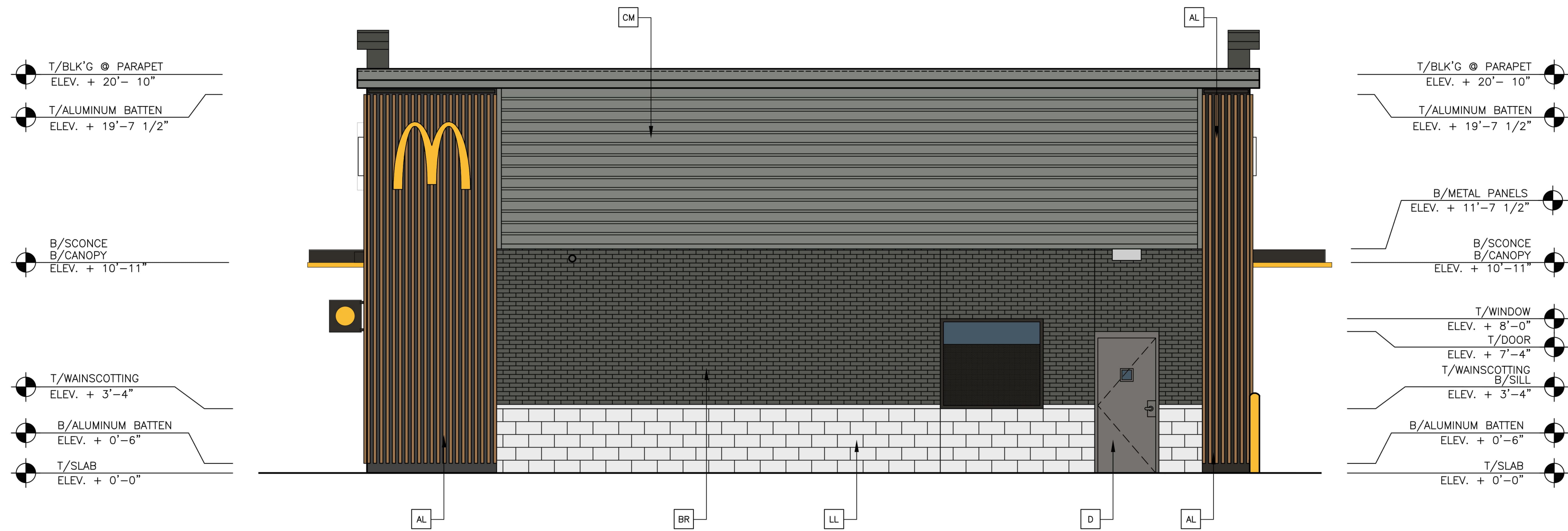




TITLE 2025 STANDARD BUILDING - BB20 4590-WOOD/WOOD		STD ISSUE DATE 2025		JAW	
DESCRIPTION WOOD BEARING WALLS WOOD ROOF TRUSS FRAMING		REVIEWED BY JAW		DATE ISSUED 08/05/2025	
JAWA 25-0101		SITE ID		SITE ADDRESS	



1
A2.1 DRIVE THRU ELEVATION
1/4" = 1'-0"



2
A2.1 REAR ELEVATION
1/4" = 1'-0"



AL METAL ERA ALUMINUM
BATTEN SYSTEM
COLOR: WOOD GRAIN
WALNUT



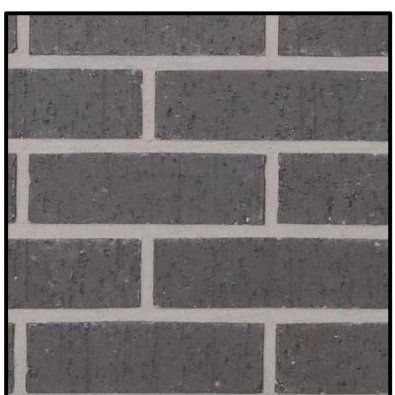
CA CITADEL ACM WALL PANELS
(COLOR: UNBRA GRAY)



E 7/8" 3-COAT STUCCO
SYSTEM
"IRON ORE" SW 7069 BY
SHERWIN WILLIAMS



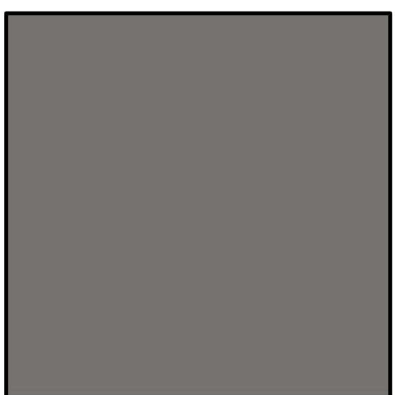
CM 7" REVEAL METAL PANEL
COLOR: WEATHERED ZINC
FROM METAL ERA



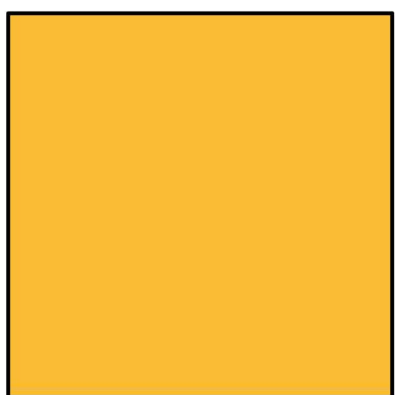
BR MODULAR FACE BRICK
COLOR: SLATE GRAY BY
HEBRON BRICK COMPANY



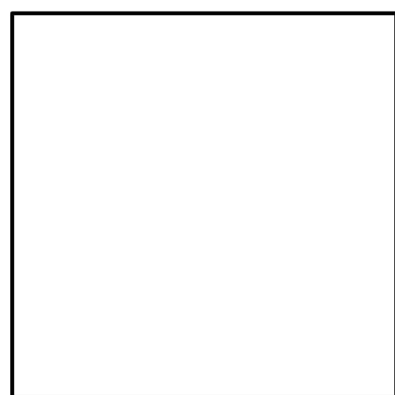
LL NATURAL LIMESTONE BY
SALADO LIMESTONE
COLOR: LINEN
FINISH: BRUSHED



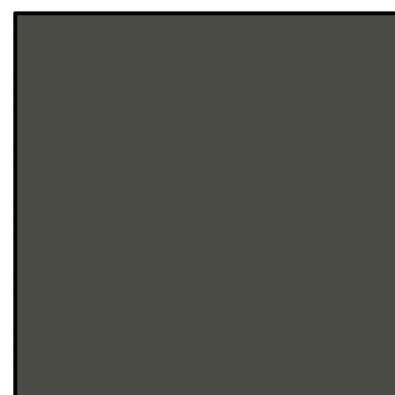
D HOLLOW METAL DOOR
"GAUNTLET GREY" SW7019
BY SHERWIN WILLIAMS



UN METAL UNDERSCORE
COLOR: GOLD



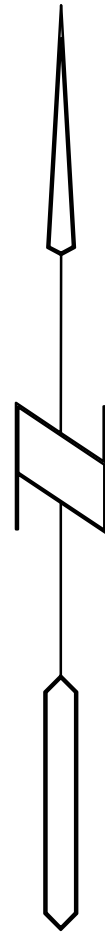
C1 ALUMINUM CANOPY SYSTEM
COLOR: WHITE



C2 ALUMINUM CANOPY SYSTEM
COLOR: RAL 7022

SHEET NO.		TITLE		DRAWN BY		PREPARED FOR:		JAW		JAW Architects, Inc. Jerry Williams, Architect Phone: 817-705-5387 Email: jerry@jerry-jaw-arch.com		REV		DATE		BY	
JAWA 25-0101		2025 STANDARD BUILDING — BB20 4590—WOOD/WOOD		JAW		© 2024 McDonald's USA, LLC		JAW		McDonald's USA, LLC							
A2.1		DESCRIPTION		2025		These drawings and specifications are the copyrighted and proprietary work of Jerry Williams, Inc. (JAW) and are not to be reproduced without written authorization. The contract documents were prepared for this specific project and are not to be used for any other project. The drawings are not suitable for use on a different project without the written consent of Jerry Williams, Inc. These drawings for reference or example on another project requires the written consent of Jerry Williams, Inc. The drawings are not to be used for the contract documents for reuse on another project is not authorized.		REMOVED BY		JAW							
ELEVATIONS		WOOD BEARING WALLS		JAW													
		WOOD ROOF TRUSS FRAMING		DATE ISSUED		08/05/2025											
		SITE ADDRESS		SITE ID		014-0396											
		NWC of E. STATE ST. & 3rd AVE./HWY. 14, MARSHALLTOWN, IA															

1. ALL DIMENSION ARE TO BACK OF CURB UNLESS NOTED OTHERWISE



C2.1
BE# 250006

MARSHALLTOWN

— I O W A —

HOUSING & COMMUNITY DEVELOPMENT DEPARTMENT

36 North Center Street, Marshalltown, IA 50158

Ph: 641-754-5756 Fax: 641-754-5742

www.marshalltown-ia.gov

Rezoning Request Application Packet

Application: Applications will not be accepted unless complete. All required items must be submitted with the application. Failure to complete and submit all the required materials as a part of this application will result in a delay in accepting your application until it is complete.

Notifications: The City will place a sign on the property to notify the public that a rezoning request has been submitted. The sign includes the city's phone number so that concerned individuals will have an opportunity to learn about the proposal and can present information on this matter to the Commission and/or Council at the public hearing. A notice of public hearing is also published in the newspaper.

1. The burden of providing sufficient evidence to make the applicant's case shall be on the applicant in all cases.
2. The rezoning request must be considered by the Plan Zoning Commission and the City Council. Contact the Housing & Community Development Director for a schedule of the upcoming meetings. Please note the deadline dates for each meeting. The commission will review the request at a regularly scheduled meeting at least once prior to the public hearing. A public hearing must be held by the commission prior to making a recommendation to the City Council. The Plan Zoning Commission meets in the City Council Chambers at City Hall at 5:00 PM on the Thursday following the first Council meeting of the month.
3. The Marshalltown City Council meets on the 2nd and 4th Mondays of the month at 5:30 p.m. in the City Hall Council Chambers. According to Iowa Code, the rezoning requires three readings and a public hearing.
4. Under optimum conditions it takes about 4-6 months to rezone property if the issue is not controversial. Larger projects may require additional time.
5. Applicants are encouraged to provide all applicable information as early as possible to facilitate the process.

Date Submitted & Fee Paid: _____

Rezoning Request Application Form

36 N. Center Street, Marshalltown, IA 50158 Ph: 641-754-5756 Fax: 641-754-5742

www.marshalltown-ia.gov

All items listed must be submitted with this application:

Failure to complete and submit all the required materials as a part of this application will result in a delay in accepting your application until it is complete.



Legal description of the property. The property owner must provide a copy of the full legal description. If you do not have a copy, you can obtain one from the Marshall County Recorder's Office for a fee. The tax description found on the County Assessor's website is not the full legal description.



Application fee. A \$500 fee is required payable to "City of Marshalltown." The fee must be paid when the application is submitted to the Zoning Office.

Please type or print legibly in ink.

Property Address:

212 E. State Street Marshalltown, IA 50158

Owner:

Memorial Foundation of Allen Hospital d/b/a Allen Foundations

Mailing Address:

1825 Logan Avenue Waterloo, IA 50703

Phone:

(319) 235-3995

E-mail:

N/A

Current Zoning Classification:

UC (urban core)

Current Use:

empty lot

Proposed Zoning Classification:

MU (mixed-use)

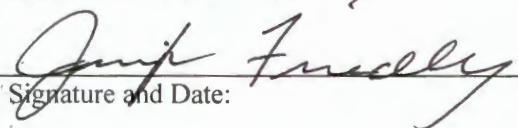
Proposed Use:

fast food restaurant with drive through and parking lot

Please list the uses of surrounding properties:

commercial/retail businesses

Signature and Date:



8/12/2025

PROPERTY DESCRIPTION:

PER TITLE COMMITMENT #CP75413, EXHIBIT "A"

THE SOUTH 90 FEET OF LOT 7 AND THE SOUTH 90 FEET OF THE WEST 15 FEET OF LOT 8, ALL IN BLOCK 1 IN THE TOWN OF MARSHALL, MARSHALL COUNTY, IOWA;

AND

THE EAST 45 FEET OF THE SOUTH 90 FEET OF LOT 8 AND THE EAST 28.5 FEET OF THE SOUTH 45 FEET OF THE NORTH 90 FEET OF LOT 8 IN BLOCK 1 IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA, EXCEPT PARCEL A IN LOT 8, BLOCK 1, IN THE ORIGINAL TOWN OF MARSHALL RECORDED APRIL 17, 2019 AS #2019-00001540 IN THE RECORDS OF THE MARSHALL COUNTY RECORDER ALSO A 10 FOOT DRIVEWAY EXTENDING FROM NORTH 2ND AVENUE EAST 90 FEET OVER THE NORTH END OF THE SOUTH 90 FEET AND OVER THE SOUTH END OF THE NORTH 90 FEET OF LOTS 7 AND 8 IN BLOCK 1 IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA;

AND

LOT 9, BLOCK 1, IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA.

AND

LOTS 10, 11 AND 12, EXCEPT THE EAST 3 FEET OF LOT 12, ALL IN BLOCK 1 IN THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA;

AND

ALL OF THE NORTH-SOUTH ALLEY IN BLOCK 1 OF THE ORIGINAL TOWN OF MARSHALL, MARSHALL COUNTY, IOWA.

SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS AND RESTRICTIONS OF RECORD.

AREA:

57,511 SQUARE FEET - 1.32 ACRES

THE SAME BEING DESCRIBED AS FIELD MEASURED:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 7; THENCE N00°30'39"W ALONG THE WEST LINE OF SAID LOT 7, A DISTANCE OF 89.84 FEET; THENCE N89°52'08"E, A DISTANCE OF 120.58 FEET TO THE WEST LINE OF SAID LOT 9; THENCE N00°16'53"W ALONG THE WEST LINE OF SAID LOT 9, A DISTANCE OF 45.81 FEET; THENCE N00°44'51"W ALONG SAID WEST LINE, A DISTANCE OF 46.14 FEET TO THE NORTHWEST CORNER OF SAID LOT 9; THENCE N89°27'25"E ALONG THE NORTH LINE OF SAID LOTS 9, 10, 11 AND 12 AND THE VACATED INTERVENING ALLEY, A DISTANCE OF 258.54 FEET TO THE WEST RIGHT OF WAY LINE OF NORTH 3RD AVENUE AS IT IS PRESENTLY ESTABLISHED; THENCE S00°08'40"W ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 181.76 FEET TO THE SOUTH LINE OF SAID LOT 12; THENCE S89°35'03"W ALONG THE SOUTH LINE OF SAID LOTS 12, 11 AND 10 AND VACATED INTERVENING ALLEY, A DISTANCE OF 196.04 FEET; THENCE S89°34'56"W ALONG THE SOUTH LINE OF SAID LOTS 9, 8 AND 7, A DISTANCE OF 180.98 FEET TO THE POINT OF BEGINNING.



**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Heather Thomas, Public Works Director
Meeting Date: October 27, 2025
Re: Ordinance to Amend the Code of Ordinances, City of Marshalltown, Iowa, by Repealing and Replacing Chapter 72 Parking Rules, Sections 72.102(B) and 72.109 - First Reading

Strategic Plan Objective:

None of the Top or High Priority Goals identified in the 2025 Strategic Plan are related specifically to this ordinance; however, a High Priority goal was to continue implementing the Downtown Mater Plan, which includes the current project, Center/E Main St Reconstruction project that has back-in angle parking stall.

Recommended:

Pass an ordinance amendment addressing back-in angle parking stalls and the requirement to back-in only park.

Budget Impact:

Minimal publication costs.

Description/Background:

During the E Main / Center St Reconstruction project, a new parking configuration was introduced and implemented, back-in angle parking. At request of public safety personnel, we are recommending adding language to our Ordinance that requires vehicles back-in angle park in stalls that are designated back-in only angle parking.

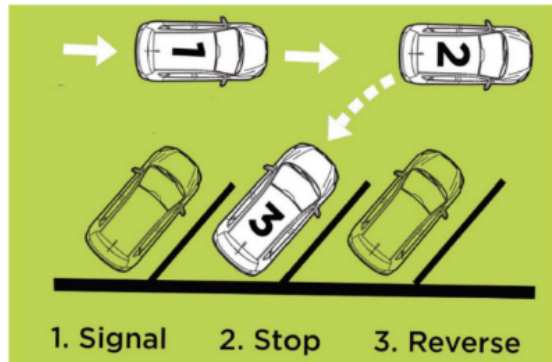
City staff continue to focus on educating those vehicles that we observe pulling in to back-in angle stalls; however, after a sufficient adjustment period, would like the option to use enforcement means (parking ticket) for those that do not comply. We continue to utilize a combination of in person education, media outreach, and flyers to notify the public of the change. To date, we have provided over 250 flyers to vehicles we have observed not backed in.

Thank you for visiting Downtown Marshalltown!

During the process of our downtown reconstruction projects, several sections of parking have been converted to back-in angle parking, including this section. Watch for parking signs along the roadway.

Back-in angle parking provides a reduced risk of crashes, improves visibility, simplifies parking maneuvers, and improves loading and unloading of vehicles.

But we understand, this is new and will take some getting use to it. Please give it a try; Thanks Again!



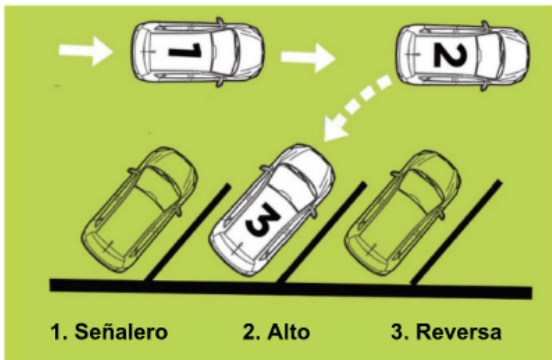
---> para español

¡Gracias por visitar el centro de Marshalltown!

Durante nuestros proyectos de reconstrucción del centro, varias secciones de estacionamiento se han convertido en estacionamiento en reversa, incluyendo esta sección. Esté atento a las señales de estacionamiento a lo largo de la calle.

El estacionamiento en reversa reduce el riesgo de accidentes, mejora la visibilidad, simplifica las maniobras de estacionamiento y facilita la carga y descarga de los vehículos.

Pero entendemos que esto es nuevo y tomará un tiempo acostumbrarse. ¡Por favor intentelo! ¡Gracias de nuevo!



---> for English

Refer to the attached proposed language amendment and current Chapter 72 Parking Rules for additional information.

Attachments:

1. 2025-10-27_ORD 15113_Chapter 72 Parking Rules Amendment
2. Current Chapter 72 Parking Rules

**AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF
MARSHALLTOWN, IOWA, BY REPEALING AND REPLACING CHAPTER 72
PARKING RULES, SECTIONS 72.102(B) AND 72.109**

WHEREAS, the City Council of the City of Marshalltown, Iowa has adopted Chapter 72 Parking Rules; and

WHEREAS, the City Council finds the following amendment to be in the best interest of the City of Marshalltown.

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

Section 1. The Code of Ordinances of the City of Marshalltown is hereby amended by repealing Chapter 72: Parking Rules, Sections 72.102(B) and 72.109 and adopting the following in its place:

§ 72.102 OVERTIME AND ALTERNATE PARKING.

(B) The allowable configuration of on-street parking shall be as identified by pavement markings and/or signage and meet rules as shown in Section § 72.109. Parking signage shall pertain to all parking within that block, on the side of the street the sign is on, unless otherwise designated by additional signage.

§ 72.109 PARKING CONFIGURATION.

(A) Parallel. Except where no parking, 90-degree, angle, or center parking is allowed, parking of a vehicle, trailer, or recreational vehicle shall be parallel parked with the right-hand wheels of such vehicle, trailer, or recreational vehicle parallel with and within 18 inches of the right-hand curb. Where a one-way roadway is permitted by ordinance, the left-hand wheels may also be adjacent to and within 18 inches of the left-hand curb. End to end, parallel parking shall not be closer than four feet from another vehicle, trailer, or recreational vehicle.

(B) 90-Degree. Vehicles may either pull forward or back-in to 90-degree parking configuration stalls. No vehicle, trailer, or recreational vehicle shall be parked in a 90-degree parking configuration stall if the end of the vehicle extends into the travelled way(s) of the street.

(C) Angle (Pull-in). Where pavement markings indicate angle parking, they shall be forward pull-in angle parking, unless signage indicates back-in only angle parking. No vehicle, trailer, or recreational vehicle shall be parked in an angle parking configuration stall if the end of the vehicle extends into the travelled way(s) of the street.

(D) Angle (Back-in). Where pavement markings indicate angle parking and signage indicates back-in only angle parking, all vehicles shall back-in angle park. No vehicle, trailer, or recreational vehicle shall be parked in an angle parking configuration stall if the end of the vehicle extends into the travelled way(s) of the street.

Penalty, see § 72.999. Statutory reference: Similar provisions, see I.C.A. § 321.361.

Section 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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 _____ 2025 and signed this ____ day of _____ 2025.

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____ 2025, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____ 2025.

Alicia Hunter, CMC, City Clerk

ORDINANCE 15092

AN ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA, BY REPEALING CHAPTER 72 PARKING RULES AND ADOPTING NEW CODE SECTIONS FOR CHAPTER 72 PARKING RULES

WHEREAS, the City Council of the City of Marshalltown, Iowa has adopted Chapter 72 Parking Rules; and

WHEREAS, the Plan Zoning Commission and staff have identified various provisions of Chapter 72 that require amendment; and

WHEREAS, the City Council finds the following amendment to be in the best interest of the City of Marshalltown.

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

Section 1. The Code of Ordinances of the City of Marshalltown is hereby amended by repealing Chapter 72: Parking Rules and adopting the following in its place:

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 the 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 the 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 the 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.

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 stopping, standing, or parking is prohibited by a general ordinance of uniform application relating to the 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.

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.

(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.

(C) (1) Overtime alternate parking shall apply to all streets within the incorporated 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 incorporated limits of the city, except as to such portion hereinafter expressly excluded or not signed as such.

(D) Streets and avenues running in an easterly and westerly direction, parking on the south side of said street or avenue before 9:00 a.m. is prohibited on Monday, Wednesday, Friday, and Sunday, and on the north side of said street or avenue before 9:00 a.m. on Tuesday, Thursday, and Saturday.

(E) Streets and avenues running in a northerly and southerly direction, parking shall be prohibited on the west side of said streets and avenues before 9:00 a.m. Tuesday, Thursday, and Saturday, and on the east side of the street or avenue before 9:00 a.m. Monday, Wednesday, Friday and Sunday.

(F) This section shall have no application and is expressly declared to be inapplicable to the existing parking ordinances or regulations regarding 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.

(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 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.

(H) (1) The principle 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.

(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.

Penalty, see § 72.999.

§ 72.103 SEMI-TRACTORS, TRUCKS OR TRAILERS.

(A) The stopping, parking, or leaving 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.

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.

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.

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 vehicles 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 an 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.

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.

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.

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.

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.

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, 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.

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.

Penalty, see § 72.999.

§ 72.113 STREET RIGHT-OF-WAY & TERRACE PARKING.

Absent 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. 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. 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 to load or unload for a reasonable period of time, and in no event shall exceed 30 minutes.

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 to block the free access or flow of traffic in and through any parking lot.

(B) *Impoundment of vehicles left on municipally-owned parking lots.* Any 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.

(C) *Impoundment of semi-trucks, construction equipment, trailers, or recreational vehicles left overnight in municipally-owned parking lots.* Any semi-trucks, construction equipment, trailers, or recreational vehicles parked or left standing on any municipally owned or municipally leased parking lot overnight between the hours of 9:00 PM and 5:30 AM, without authorization from the Public Works Department, 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.

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 the 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.

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 public health, safety, and welfare.

§ 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 with 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.

§ 72.203 DRIVEWAYS; NUMBER, COMPOSITION, LOCATION AND SIZE.

- (A) Composition of the 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, 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.

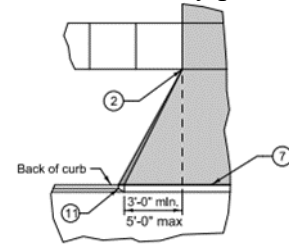
(C) *Width of driveway.*

- (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:

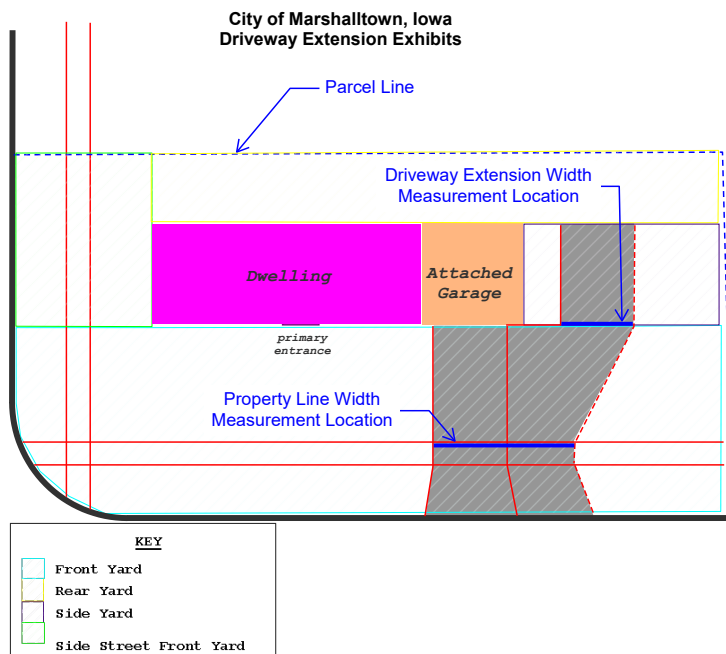
No connected garage	10 feet (plus a maximum of one driveway extension)
1 vehicle stall wide garage	12 feet (plus a maximum of one driveway extension)
2 vehicle stall wide garage	24 feet (plus a maximum of one driveway extension)
3 vehicle stall wide garage	24 feet (plus a maximum of one driveway extension)
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

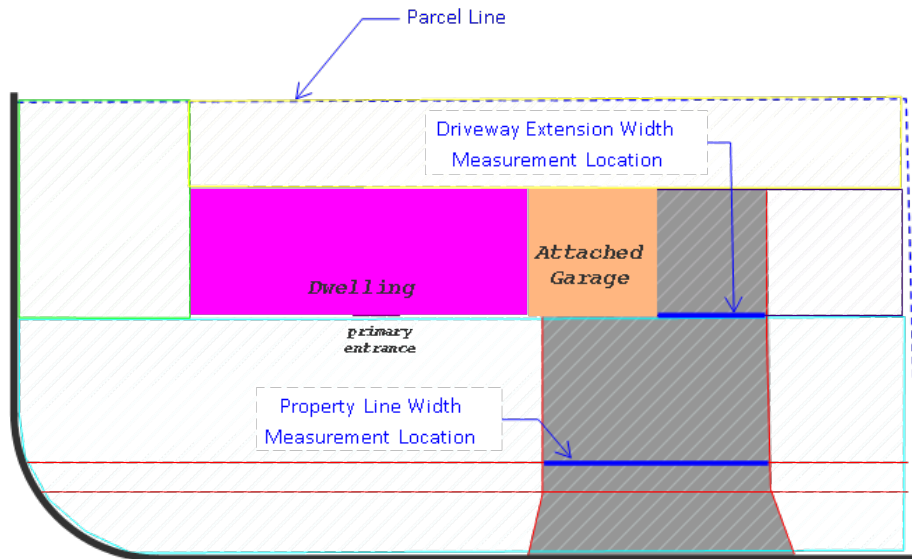
- (2) The driveway width shall be measured at the property line, as shown in the following exhibit.
- (3) In cases where the garage is more than four feet wider than the edge of a garage overhead door, the Engineering Office shall have the discretion to reclassify the stall count or allow driveway tapering. 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's maximum width shall be measured perpendicular to the driveway extension at the location where the extension passes the front face, as shown in 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 between 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)



DETAIL A
(Residential/Agricultural Only)





(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 that 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 divisions (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.

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 comply 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.

(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 conform 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.

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, a parking pad meeting the requirements

of Section 72.205(B), 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 Pad.* A residential property is allowed one parking pad not connected to a driveway provided the following conditions are met:

- 1) Size. The parking pad shall be no larger than 324 sf. Additionally, the combination of any accessory structure and parking pad shall not exceed what would be allowed by the lesser of the maximum footprint/floor area as shown in Table 156.C.007-1, Accessory Structure Dimensional Requirements.
- 2) Material. The parking pad shall be concrete, asphalt, solid brick/pavers.
- 3) Setbacks. Unconnected parking pads shall not be located in front, side street, or side yards; they must be entirely in the rear. They shall have a minimum of five-feet setback from all property lines.
- 4) Separation. No parking pad shall be located closer than five feet to any other structure on three sides of the pad. One side of the pad may be adjacent to a structure on the property.
- 5) Commercial use. Parking pads located on residentially zoned or used property shall not be used for commercial purposes or for the storage of commercial vehicles or equipment, other than home occupations that comply with Chapter 156.
- 6) License/Registration. Any vehicle, trailer, or recreational vehicle parked on the parking pad shall be licensed or registered by the property owner or tenant.
- 7) Access Route. The access route to the parking pad shall be maintained with vegetation establishment without ruts. Wear marks from tire tracks that are bare from vegetation shall not be allowed.
- 8) Easements. Any parking pad placed within an easement, if allowed, shall be the property owner's sole risk, financial obligation, and maintenance responsibility to remove, repair, or replace in the event the easement holder removes or damages the pad.

(C) Parking of trucks, other than panel or pickup trucks of less than or equal to one-ton chassis capacity, is 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.
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 violates this section.

(B) Nuisance vehicle removal, storage, redemption, or disposal regulations are outlined in § 95.010.

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.

§ 72.208 NO PRIOR NOTICE, WARNING REQUIRED.

The offenses enumerated in this subchapter do not contain elements that require any prior notice or warning to be given to an offender regarding any offense.

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 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 with 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 of sales being agricultural products or equipment and the lot(s) owned by the business site total over four acres, the 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 violates 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 to be given to an offender regarding any offense.

SPECIAL STOPS

§ 72.401 RAILROADS; OBEDIENCE TO SIGNALS; CROSSINGS

(A) *Obedience to signal of a 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.

(B) *Stopping at a 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 before 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.

(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 signals indicating the approach of a train and shall not proceed until the driver can do so safely.

(2) No stop needs to 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.

(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 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 a 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.

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.

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 before 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.

Penalty, see § 71.999

HABITUAL VIOLATOR PENALTY AND PROCEDURES

§ 72.501 HABITUAL VIOLATOR.

(A) For the purposes of this subchapter, a Notice of Parking Violation that has not been paid within 60 days of the violation date is considered delinquent.

(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 according to § 72.502 of this chapter.

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.

§ 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 towing contractor fees for 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 receipt for payment of charges attributed to the impound and storage.

(C) If a vehicle, trailer, or recreational vehicle was impounded pursuant to § 72.501 of this chapter, all delinquent Notice of Parking Violations 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 § 72.504 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 a certificate will result in assumed liability on the part of the owner or person having legal entitlement to possession of the vehicle, trailer, or recreational vehicle for all related towing and storage charges.

§ 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 five business days or to attend a scheduled post-seizure hearing shall be deemed a waiver of the right to such a hearing.

§ 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 from the date of receipt of a written demand. Such hearing may be continued 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 or was not 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 a 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 charges paid shall be refunded pursuant to § 72.503 of this chapter.

(B) The proceedings at the administrative hearing shall be recorded by the Hearing Officer. Such recording shall serve as the official record of the administrative hearing. The City Clerk shall retain all such recordings until the retention period has expired.

(C) The decision of the Hearing Officer shall be final and 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.

§ 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. The penalty for violating snow ordinance parking provisions shall be a fine of \$25 if paid within 30 days of the violation. The penalty for violating fire lane and yard parking provisions shall be a fine of \$30 if paid within 30 days. The penalty for violating disabilities parking provisions shall be a fine of \$100.

(2) A late fee of \$5 shall be assessed to any Notice of Parking Violation that is not paid within 30 days of the violation date with the exception of disabilities parking violations.

(3) Fines shall not be paid in pennies. Payment of fines may be made by depositing the money in the Notice of Parking Violation envelope provided and dropping in the courtesy payment box located at City Hall or the Police Department, by paying in-person at City Hall, or by mailing the fee in the envelope provided with sufficient U.S. postage.

(4) 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.

(5) If sufficient U.S. postage is not affixed when the citation is mailed such penalty shall be \$5.

(6) To contest a Notice of Parking Violation 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.

(7) A vehicle registration hold may be placed on a vehicle with a delinquent Notice of Parking Violation. All fines must be paid before a registration hold is released. Further collection efforts may be taken by submitting delinquent fines to the State of Iowa Setoff Program for collection from State tax refunds.

(C) (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, or size of driveways and driveway extensions contained in 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 this chapter may be issued a Notice of Parking Violation or charged with either 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.

(D) 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 before the release.

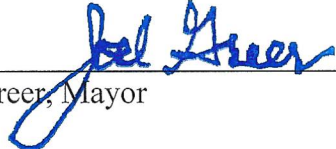
Section 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

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.

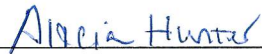
Passed this 1st day of November 2024 and signed this 1st day of November 2024.

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 1st day of November 2024, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the 20th day of November 2024.



Alicia Hunter, City Clerk



MARSHALLTOWN
MORE THAN EVER

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

To: Mayor and City Council
From: Alicia Hunter, City Clerk
Meeting Date: October 27, 2025
Re: Public Hearing and Ordinance 15112 to Amend the Code of Ordinances, City of Marshalltown, Iowa by Adding Attendance Requirements to Chapter 150: Planning, Plan and Zoning Commission; Chapter 31: Officers and Organizations; Chapter 156: Zoning, Board of Adjustment; Chapter 154: Electrical Appeal Board - Third Reading

Strategic Plan Objective:

Review City policies, procedures, plans, ordinances, programs, and services for updates and efficiencies.

Recommended:

Adopt attendance requirements for Boards and Commission members.

Budget Impact:

N/A

Description/Background:

Staff recommend adding attendance requirements for boards and commission members to promote accountability and regular attendance among its members while aligning with the statutory provisions established for boards and commissions. If it were necessary to remove a member, these provisions would justify the City of Marshalltown's position regarding attendance if removal procedures were initiated.

Iowa Code 372.15 - Removal of appointees. Except as otherwise provided by state or city law, all persons appointed to city office may be removed by the officer or body making the appointment, but every such removal shall be by written order. The order shall give the reasons, be filed in the office of the city clerk, and a copy shall be sent by certified mail to the person removed who, upon request filed with the clerk within thirty days of the date of mailing the copy, shall be granted a public hearing before the council on all issues connected with the removal. The hearing shall be held within thirty days of the date the request is filed, unless the person removed requests a later date. [C77, 79, 81, §372.15]

The Water Works and Library have agreed to this revision. The Plan Zoning Commission held a public hearing and recommended approval of the text amendment at their September 11th meeting.

Staff will also bring forward an amendment to the Boards and Commission Manual with the same language to the October 27th meeting where the 3rd reading of this ordinance will take place. The public hearing for the zoning text amendment portion will also be held on October 27th.

Attachments:

1. 2025-09-22_ORD 15112_Add Attendance Requirements for Boards and Commissions

ORDINANCE TO AMEND THE CODE OF ORDINANCES, CITY OF MARSHALLTOWN, IOWA BY ADDING ATTENDANCE REQUIREMENTS TO CHAPTER 150: PLANNING, PLAN AND ZONING COMMISSION; CHAPTER 31: OFFICERS AND ORGANIZATIONS; CHAPTER 156: ZONING, BOARD OF ADJUSTMENT; CHAPTER 154: ELECTRICAL APPEAL BOARD

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. The Code of Ordinances, City of Marshalltown Chapter 150: Planning, subchapter titled “Plan and Zoning Commission” section 150.003 shall be amended by adding the following:

§ 150.003 APPOINTMENT; TERMS OF OFFICE; COMPENSATION; *ATTENDANCE*; REMOVAL

(C) To ensure the effective operation of the Plan and Zoning Commission by promoting accountability and regular attendance among its members while aligning with the statutory provisions established by the State of Iowa law, if any commission member has three (3) unexcused absences at six (6) consecutive meetings of the Commission, such absences shall be grounds for requesting the member’s resignation. An unexcused absence is an absence without prior approval or a valid, document reason. If the member does not voluntarily resign following such request, the Mayor may initiate proceedings for removal of the member in accordance with Iowa Code § 372.15.

Section 2. The Code of Ordinances, City of Marshalltown Chapter 31, section 31.045 Board of Library Trustees is hereby amended by adding the following:

(C) Terms of office; vacancies; compensation; *attendance*

(4) *Attendance.* To ensure the effective operation of the Board of Library Trustees by promoting accountability and regular attendance among its members while aligning with the statutory provisions established by the State of Iowa law, if any board member has three (3) unexcused absences at six (6) consecutive meetings of the board, such absences shall be grounds for requesting the member’s resignation. An unexcused absence is an absence without prior approval or a valid, document reason. If the member does not voluntarily resign following such request, the Mayor may initiate proceedings for removal of the member in accordance with Iowa Code § 372.15.

Section 3. The Code of Ordinances, City of Marshalltown Chapter 31, section 31.046 Water Works Board of Trustees is hereby amended by inserting the following as (C) and re-lettering the rest of the section:

(C) *Attendance.* To ensure the effective operation of the Water Works Board of Trustees by promoting accountability and regular attendance among its members while aligning with the statutory provisions established by the State of Iowa law, if any board member has three (3) unexcused absences at six (6) consecutive meetings of the board, such absences shall be grounds for requesting the member’s resignation. An unexcused absence is an absence without prior approval or a valid, document reason. If the member does not voluntarily resign following such

request, the Mayor may initiate proceedings for removal of the member in accordance with Iowa Code § 372.15.

Section 4. The Code of Ordinances, City of Marshalltown Chapter 31, section 31.048 Park and Recreation Advisory Committee is hereby amended by adding the following:

(E) (1) *Attendance.* To ensure the effective operation of the Park and Recreation Advisory Committee by promoting accountability and regular attendance among its members, if any member has three (3) unexcused absences at six (6) consecutive meetings of the board, such absences shall be grounds for requesting the member's resignation. An unexcused absence is an absence without prior approval or a valid, document reason. If the member does not voluntarily resign following such request, the Mayor may initiate proceedings for removal of the member in accordance with Iowa Code § 372.15.

Section 5. The Code of Ordinances, City of Marshalltown Chapter 156 Zoning, section 156.I.003 Board of Adjustment is hereby amended by inserting the following as (E) and re-lettering the rest of the section:

(E) *Attendance.* To ensure the effective operation of the Board of Adjustment by promoting accountability and regular attendance among its members while aligning with the statutory provisions established by the State of Iowa law, if any board member has three (3) unexcused absences at six (6) consecutive meetings of the board, such absences shall be grounds for requesting the member's resignation. An unexcused absence is an absence without prior approval or a valid, document reason. If the member does not voluntarily resign following such request, the Mayor may initiate proceedings for removal of the member in accordance with Iowa Code § 372.15.

Section 6. The Code of Ordinances, City of Marshalltown Chapter 154, section 154.019 (RESERVED) is hereby replaced with the following:
§ 154.019 ATTENDANCE.

To ensure the effective operation of the Electrical Appeal Board by promoting accountability and regular attendance among its members, if any member has three (3) unexcused absences at six (6) consecutive meetings of the board, such absences shall be grounds for requesting the member's resignation. An unexcused absence is an absence without prior approval or a valid, document reason. If the member does not voluntarily resign following such request, the Mayor may initiate proceedings for removal of the member in accordance with Iowa Code § 372.15.

Section 7. The Code of Ordinances of the City of Marshalltown is hereby amended and all ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 8. If any section, provision, or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Section 9. This ordinance shall be in effect after its final passage, approval, and publication as provided by law.

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

CITY OF MARSHALLTOWN, IOWA

Joel Greer, Mayor

ATTEST:

Alicia Hunter, CMC, City Clerk

I, Alicia Hunter, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the _____ day of _____, 2025, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the _____ day of _____, 2025.

Alicia Hunter, City Clerk



**MARSHALLTOWN
MORE THAN EVER**

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

To: Mayor and City Council
From: Carol Webb, City Administrator, Laurel Waterman
Meeting Date: October 27, 2025
Re: Solid Waste Study

Strategic Plan Objective:

Conduct a solid waste study

Recommended:

Staff is requesting direction from Council on which recommendations should be implemented.

Budget Impact:

Dependent on the recommendations adopted by City Council.

Description/Background:

In December 2024, the City Council approved funding from Local Option Sales Tax to commission a community solid waste study through the Iowa State University College of Design. The study was initiated in response to ongoing Council discussions regarding the efficiency, cost, and overall satisfaction with the City's open-market waste collection system, under which residents and businesses independently contract with private haulers.

The final report—prepared by Program Coordinator Laurel Waterman and the Institute for Design Research and Outreach—was completed in October 2025 and is attached to this agenda item. The study provides a detailed evaluation of Marshalltown's current system, community feedback, and feasible options for improvement.

Attachments:

1. Official Waste Management Study
2. MARSHALLTOWN WASTE MANAGEMENT SURVEY REPORT

Marshalltown Waste Management Study

October 2025

Laurel Waterman

Program Coordinator

Institute for Design Research and Outreach

College of Design

Iowa State University



**MARSHALLTOWN
MORE THAN EVER**

IOWA STATE UNIVERSITY
Institute for Design Research and Outreach

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Introduction

Marshalltown, with a population of approximately 28,000, currently operates under an open market waste management system, where residents and businesses independently contract with a private garbage collection company. The city currently has four licensed garbage haulers, although most waste is handled by three of these companies. Both residents and officials of the community have raised concerns about whether the current waste management system is the best fit for Marshalltown, and whether changes and improvements should be made.

This report uses consensus decision-making to find a set of changes that represent a *feasible overall improvement* to the system that all stakeholders and residents can agree to live with. This type of thinking aims to avoid any recommendations that would be significantly damaging to any group of people. As a result, no party will be completely satisfied. However, by using tradeoffs and balances, this report aims to recommend a comprehensive set of actions that all parties can agree upon. The main parties with possible conflicting opinions and interests are as follows:

- Marshalltown City Council
- Private garbage collection companies
- Residents that want an open-market collection system
- Residents that want a controlled collection system

This report provides a comprehensive overview of Marshalltown's waste management system, including issues identified through research and community input. From there, it will explore potential improvements informed by other community practices, local knowledge, industry experts, and a balance of viewpoints from haulers, residents, and city staff and officials. Some of these options include alternative waste collection models, service enhancements, and operational changes that could streamline processes, reduce inefficiencies, and deliver a higher level of service to the community. Appendix A lists the individuals that were consulted for this study. Appendix B contains a link to the Marshalltown Waste Management Survey Report.

Current Issues

Collection System

The City Council has expressed concerns about the side effects of an open market collection system, where residents can choose from various companies to provide them with waste collection services. This system can lead to inefficiencies because all trucks operate in the same neighborhoods, resulting in redundancy, increased gas emissions, road wear, and nuisance for neighborhood residents due to the visibility of garbage cans and multiple pickups throughout the week.

This study included a community survey on waste management in Marshalltown, aiming to assess resident satisfaction levels, identify issues, and explore possible improvements. While some respondents shared complaints about the open market system, most respondents felt strong about preserving their choice to choose their provider, keep a free and competitive market, and stay loyal to the existing companies. While the majority of survey respondents reported satisfaction with the system, some expressed concerns about high disposal costs, dissatisfaction with curbside trash cans, and the need to maintain driveway pickup options.

Garbage and Junk Nuisances

Both the City of Marshalltown and its residents have expressed concerns about the accumulation of garbage and junk on properties, which negatively impacts the city's appeal and character. Some residents are interested in strategies to clean up these properties, aiming to enhance the character and safety of the community, as well as to increase access to services for bulk waste and junk disposal.

Waste Diversion Services (Recycling and Composting)

Recycling and composting were not original issues identified by the City of Marshalltown. However, it emerged that some residents *and* private haulers have had complaints about the system. Some complaints concern sorting materials, inconvenience, cost, and the lack of community recycling efforts. For composting and yard waste, many survey respondents complained about the lack of yard waste pickup or the limited hours at the composting facility.

[Marshalltown's Code of Ordinances Chapter 50: Garbage and Refuse](#) (Appendix C).

Available Waste Services in Marshalltown

Table 1 is a comprehensive list of the available waste disposal services in Marshalltown.

Table 1: Available Waste Services in Marshalltown

<i>Garbage Haulers</i>	
Prairie Waste Solutions	- Previously under Waste Connections and owned by Stone Sanitation. Purchased by a private group in November 2023. - Now locally owned and operated. Employ 18 people, 13 of whom live in Marshalltown. - Trying to recover from previous owners by strengthening ties with the community and increasing service quality.
Moler Sanitation	- Located in Conrad, IA. - Has served Marshalltown since 2009.

	- Serves the counties of Butler, Hardin, Marshall, Tama, and Grundy - Offers volume-based pricing and specializes in curbside pickup with an automated truck.
Area Sanitation	Local collection company that provides garbage and recycling pickup services to Marshalltown.
LeGrand Sanitation	- Located in LeGrand, IA. - Has a large rural customer base. - Smallest collection company in town- serves most of their customers in Marshalltown on Fridays.
<i>Other Waste Services</i>	
Marshall County Landfill	- Offers garbage, recycling, and hazardous waste drop-off for residents and commercial businesses. - They recycle aluminum and tin, paper, cardboard, glass, and #1, #2, and #5 plastics. They also take items such as tires, appliances, TVs, propane tanks, scrap metal, and hazardous waste. - They host a swap-shop where residents can drop off and "shop" for usable hazardous materials that have been dropped off. - Provides recycling and waste education and events for Marshall County.
Marshalltown Compost Facility	- City owned facility that processes tree debris and yard waste and turns into compost for purchase. - Open Friday, Saturday, and Sunday.
Mid-Iowa Workshop	- Facility that provides Supported Employment for individuals with disabilities. - Sorts and packs recycling from Marshall County Landfill and private hauling companies.
Bottle and Can Redemption Center	Offers residents redemption for bottles and cans (aluminum, plastic, and glass).
Junk Relief	Offers dumpster rentals, full-service junk removal, demos and tree removal.
Wild Cleaners & Junk Removal	Offers large clean ups, demos, dumpster rental, large roll-offs, and junk removal services (indoor and outdoor), with free estimates.
LHogeland Auto Plaza	Offers roll-off dumpster rentals.

*Miscellaneous Sources

Hauling System

Waste Collection Systems

The City of Marshalltown is interested in exploring possible alternatives to the current hauling system and identifying any feasible changes or improvements that can be made. This section aims to outline the pros and cons of all possible waste collection systems. The 2022 [“Organized Solid Waste Collection Staff Report”](#) from the City of Ames provided a significant amount of information and previous research for this section (Appendix D). Each collection system, except for open market, includes a link to an example city’s code of ordinances with that type of system.

Open Market

The open market system is what Marshalltown currently operates under. It is market-driven, allowing households and businesses to choose the company they prefer for waste collection. This system offers the most freedom to both customers and haulers, allowing customers to shop around for the best prices and services and allowing companies to gain customers from anywhere in the city while setting their own prices and services. This is the only collection system that allows customers to choose their provider. The companies are still required to have a license and comply with any garbage collection regulations set by the city.

However, the open market system has greater inefficiencies than other systems. There is more road damage, increased gas emissions, and higher truck traffic because more trucks are driving down the same streets to service their customers. There can also be inconsistencies in services and prices offered by different companies. It is more challenging to track city-wide waste generation and waste diversion rates, as well as to encourage and enforce better waste management practices, such as recycling and property cleanliness.

Municipal Collection

Municipal collection is a common waste management system in Iowa, where the city is solely responsible for waste collection, much like water and electricity. Prices and services are universal and provided to all households. Because a single provider services all households, routes are highly efficient, resulting in less road damage, reduced gas emissions, and lower traffic, which in turn cuts down on costs. With municipal services, the city has control over streamlining and updating services, as well as monitoring waste generation and diversion rates. It is also more likely to reduce residential nuisances regarding waste and junk, given that all households are enrolled in the garbage service. Although upfront investment and organizing costs are high, municipal services tend to have a lower long-term cost to customers due to higher efficiency and their non-profit nature.

The biggest downside to a municipal collection is the initial investment required for equipment, labor, and administration, as well as ongoing expenses. Other significant downsides are that it eliminates all customer choice and forces out all previous companies from the market, damaging the companies and employees who have built a foundation in the city. The City of Marshalltown and most of its residents are not interested in a municipal service; although it is included in the study for information and comparison purposes, it has been excluded as an option.

[Cedar Falls, IA Code Chapter 10 - Garbage and Refuse](#) (Appendix C)

Contract Municipal Collection

Contract municipal collection is similar to municipal collection, except that the service is contracted to a single private collection company that serves the entire city. This system offers similar benefits to municipal collection, including increased efficiency, universal services, and easier oversight. An established collection company covers the labor, equipment, and startup costs, so the city incurs minimal financial burden. Due to the efficiency of contract municipal collection, it typically provides residents with a lower price.

The downsides of a contract municipal collection are similar to those of municipal collection; while it provides an opportunity for established companies to continue their business, they are at a high risk of being outbid by a larger collection company that has more resources to perform the job at the lowest cost. The smallest established companies are at the most risk, because they are not likely to have the resources to serve the whole city, let alone at the lowest price. It also takes away customer choice and puts the city at risk if the company's service quality decreases or decides not to renew its contract.

[Council Bluffs, IA Code Chapter 4.12 – Solid Waste Collection and Disposal](#) (Appendix C)

Organized Collection

Organized collection is a system that aims to address issues with the open market, but acts as an alternative to municipal or contract municipal collection. In this system, each existing collection company is assigned a consolidated zone that contains the same number of customers it previously had. The companies and the city negotiate a universal set of services and prices for customers. This system preserves the current companies, reduces fuel consumption and road damage, and creates universal services and prices. It also reduces reliance on a single company, as seen in a contract municipal collection.

The main downside of this system, and any system other than an open market, is that it restricts customer choice, as they must be served by a company based on their location. Companies are also only allowed to take on new customers within their designated zone.

This system has been successful in other states, such as Minnesota, which has an explicit state law that cities and haulers can negotiate such a system. Unfortunately, this system is not allowed in the State of Iowa because private companies cannot negotiate who serves an area and at what price. By preserving the current companies, it is anti-competitive in nature and against Iowa law. This hauling system has been included in this study for research and comparison purposes. Still, it cannot be considered as an option for Marshalltown.

[Richfield, MN Code Chapter VI Section 601 – Solid Waste Disposal, Collection, and Hauling](#) (Appendix C)

Segmented Collection

The following two systems are options to make the collection system more efficient and effective, serving as alternatives to municipal, contract municipal, and organized collection systems. Segmented collection is a system where collection is divided by service - garbage, recycling, and (possibly) yard waste. Ideally, the city would contract with separate providers to provide each service city-wide. This provides an opportunity for three existing companies to maintain their business in the city while offering improved services to customers within a more efficient system.

The biggest downside is the possibility of one company winning all three contracts, which could ultimately result in a larger outside company. There is no customer choice, and customers would have to work with separate providers for each service. Also, even if three existing companies get the contracts, Marshalltown would still be eliminating one company from the market.

[Ankeny, IA Code Chapter 112 – Municipal Recycling](#) (Recycling is separate from garbage and contracted to one company) (Appendix C)

Zonal Collection

Zonal collection is similar to segmented collection, except instead of dividing by services, the city is divided into zones. Each zone gets a contract for a private company to provide all services to that zone. This has similar advantages to segmented collection, such as efficiency and the opportunity for existing companies to stay in the city. However, like segmented collection, there is still a chance that several or all zones will be acquired by one larger company, leaving no customer choice. It is not guaranteed that prices will be consistent across the city.

[Carroll, IA Code Chapter 105 – Public Solid Waste Collection](#) (Outlines possible zonal collection) (Appendix C)

Background Information and Research

Table 2: Services Offered by Waste Haulers

	<i>Prairie Waste Solutions</i>	<i>Moler Sanitation</i>	<i>Area Sanitation</i>	<i>LeGrand Sanitation</i>
Services				
<i>Residential garbage</i>	X	X	X	X
<i>Commercial garbage</i>	X	X		
<i>Recycling</i>	X	X	X	X
<i>Yard Waste</i>				
<i>Residential Bulk Pickup</i>	X	X	X	
<i>Roll-off dumpsters</i>	X	X	Trailer	
<i>Provides bin</i>	X	X		
<i>Curbside pickup</i>	X	X	X	X
<i>Driveway pickup</i>	X	X	X	X
Numbers				
<i>Residential Customers</i>	~3,000	~2,500	Unknown	~200
<i>Garbage price</i>	\$25	\$22-28	Unknown	\$20-30
<i>Recycling price</i>	\$5	\$10	Unknown	Included

Source: Gabe Moler, Kevin Bolkema, Tim Long, and Jenn Clemann

Prices

In theory, collection companies in Marshalltown should be offering the lowest prices possible in the current market. The only other ways to lower prices would be 1) government interference, such as financial assistance to customers or a controlled collection system, 2) allowing a lower-cost company to enter the market, or 3) cost-saving practices from companies like increased efficiency or decreased profit margins.

In Table 3, prices of garbage and recycling pickup services in other towns are compared to the range of prices in Marshalltown. Comparing prices *is* somewhat challenging in Marshalltown, as prices vary by company and even by household. However, many other communities, with city-wide contracted or municipal services, are providing pickup services at a lower cost than current providers.

Table 3: Garbage (65 gallon) and Recycle Hauling Prices

<i>City</i>	<i>Population*</i>	<i>System</i>	<i>Garbage Price**</i>	<i>Recycling Price**</i>
Marshalltown	27,591	Open-Market	\$20 – \$30	Included - \$10
Ames	66,427	Open-Market	\$15.50 - \$27.71	\$11 - \$20
Ottumwa	25,529	Contracted	\$24.50	Included
Dubuque	59,667	Municipal	\$24.32	Included
Iowa City	74,828	Municipal	\$14.00	\$8.50
Ida Grove	2,051	Contracted	\$18.25	Included
Adel	6,153	Municipal	\$13.80	\$4.34
Sioux City	8,229	Contracted	\$17.00	Included
Pella	10,464	Contracted	\$16.74	Included
Waukee	23,940	Contracted	\$15 (96 gallon)	Included

Source: City Websites or Phone Calls to Collection Companies

*2020 Census (Appendix E)

**Per month

Road Damage

To broadly compare road damage in each collection system, we followed calculations done in the [“Organized Solid Waste Collection Staff Report”](#) from the City of Ames (Appendix D). In their report, they used a factor called Equivalent Single Axle Load (ESAL). This engineering term compares the effect of different-sized loads on different types of pavements. “The effect of increased weight is not linear; heavier loads have a significantly greater impact than repeated lighter loads.”

They calculated that a single trip from a traditional garbage truck (2.7 ESALs) is equivalent to 1,000 to 1,400 car trips. The table below replicates their table, which estimates the impact of different collection systems on 8” unreinforced concrete (estimated 2,000,000 ESALs) and 8” asphalt with no sub-base (estimated 250,000 ESALs). We made our calculations on a monthly basis, taking into account the impact of recycling and (possible) yard waste routes. We also did calculations to account for the expected life of each pavement type which is 40 years for concrete and 20 years for asphalt. To keep calculations simple, the table assumes equal weight for all trucks, even though several lighter trucks are currently used by some companies.

Table 4 shows that garbage trucks have a larger impact on residential asphalt roads than main roads made of concrete. It may seem that trucks should have an even larger impact on asphalt roads than the table shows, which would be the case if asphalt roads were expected to last as long as concrete roads. However, since their lifespan maxes out at about 20 years, the amount of damage decreases with it. If Marshalltown wants

their main concrete roads to last 40 years, switching to a controlled collection system will save .63 years before needing replacement. If they want their residential asphalt roads to last 20 years, switching to a controlled collection system will save them 1.23 years before needing replacement.

Table 4: Life Reduction of Collection Systems of Concrete and Asphalt Roads

	Road Life Reduction			Road Life Reduction		
	8" concrete (on grade) Expected Life: 40 Yrs (2,000,000 ESALs)			8" Asphalt (no sub-base) Expected Life: 20 Yrs (250,000 ESALs)		
	Total ESALs (40 Yrs)	% of Design Life	Time	Total ESALs (20 Yrs)	% of Design Life	Time
Current System (30 Trucks/Month)	42,120	2.12%	.85 yrs	21,060	8.42%	1.68 yrs
Recycling and Yard Waste Contract (24 Trucks/Month)**	33,696	1.68%	.67 yrs	16,848	6.74%	1.35 yrs
Controlled Collection Systems (8 Trucks/Month)***	11,232	.56%	.22 yrs	5,616	2.25%	.45 yrs

Table 4.1: Trucks Per Month

	Garbage	Recycling	Yard Waste
*	Prairie Waste- 4 trucks Moler Sanitation- 8 trucks Area Sanitation- 4 trucks LeGrand Sanitation- 4 trucks	Prairie Waste- 4 trucks Moler Sanitation- 2 trucks LeGrand Sanitation- 4 trucks Area Sanitation- None	None
**	Prairie Waste- 4 trucks Moler Sanitation- 8 trucks Area Sanitation- 4 trucks LeGrand Sanitation- 4 trucks	Contract- 2 trucks	Contract- 2 trucks
***	All controlled collection types- 4 trucks	All controlled collection types- 2 trucks	All controlled collection types- 2 trucks

Formula

of trucks per month x 13 months* x Expected life x 2.7 ESALs = Total ESALs

Total Truck ESALs ÷ Pavement Life ESALs = % of Design Life

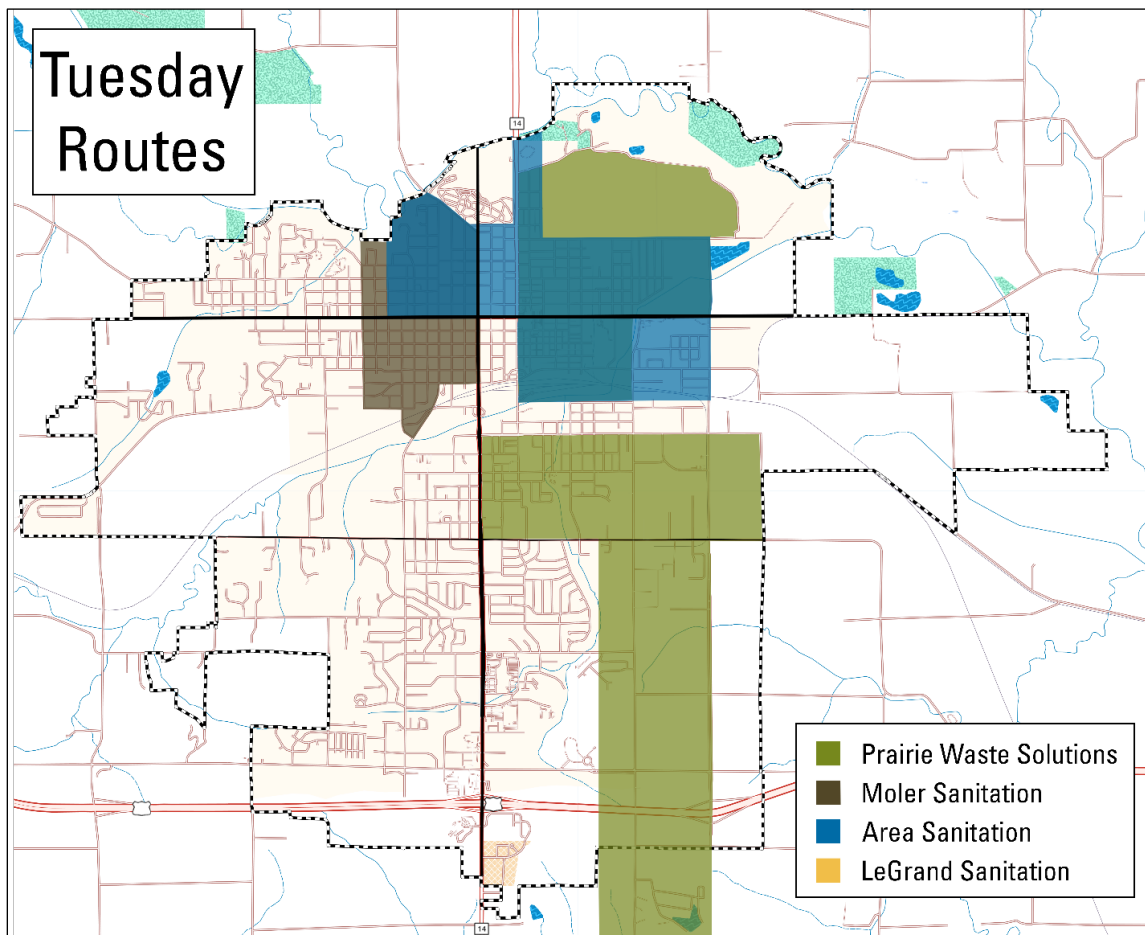
% of Design Life x 40 years = Road Life Reduction in Years

*4 weeks x 12 months = 48 weeks, which is 4 weeks short of a year (52 weeks). Calculations were made for 13 months a year to account for this.

Garbage Routes

Each collection company's garbage routes were compiled either from the company's records or from the city's records. From there, maps were created to show where each company's trucks are driving on each day of the week, as well as where there is overlap. Figure 1 is a map of the routes for Tuesday. See [Appendix F for each day's map.](#)

Figure 1: Tuesday Collection Routes Map



Prairie Waste and Moler Sanitation run routes five days of the week, Area Sanitation runs four days, and LeGrand serves most of their customers on Friday, with a few on Wednesday and Thursday. Most neighborhoods in town see trucks three days a week, due to some overlap in the company's routes. Two collection routes overlap each day of the week; however, overlap between three routes never occurs, except for brief trips through town on Wednesdays and Thursdays by LeGrand Sanitation.

Costs and Benefits

Table 5 on pg. 15 summarizes the costs and benefits of each collection system discussed. Each aspect is ranked as low, medium, or high. Organized and municipal collections have been greyed out because they are not under consideration. This table is adapted from the “[Organized Solid Waste Collection Staff Report](#)” from the City of Ames (Appendix D), with modifications to tailor it to the City of Marshalltown.

Community Input

In the community survey, 55% of respondents reported being very satisfied with the available waste management services in Marshalltown. Overall, 78% of respondents were satisfied, and 8% were dissatisfied. A few comments criticized the collection system, specifically mentioning price or options for those who produce small amounts of trash, but many left comments about their satisfaction with their provider.

Figure 2: How satisfied are you with the available waste management services in Marshalltown?

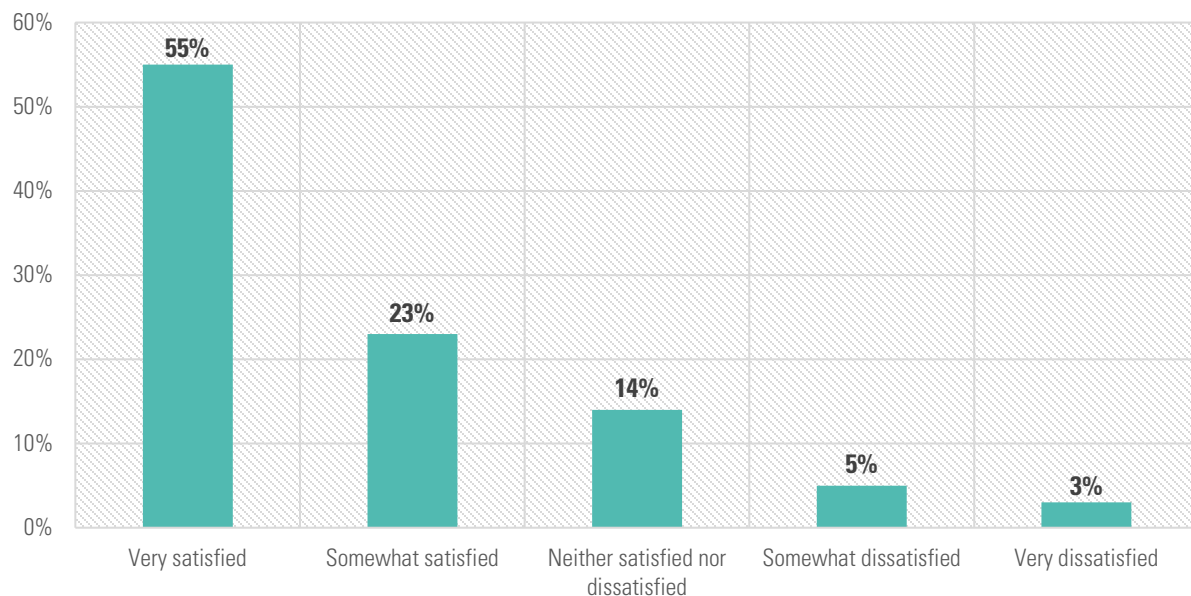


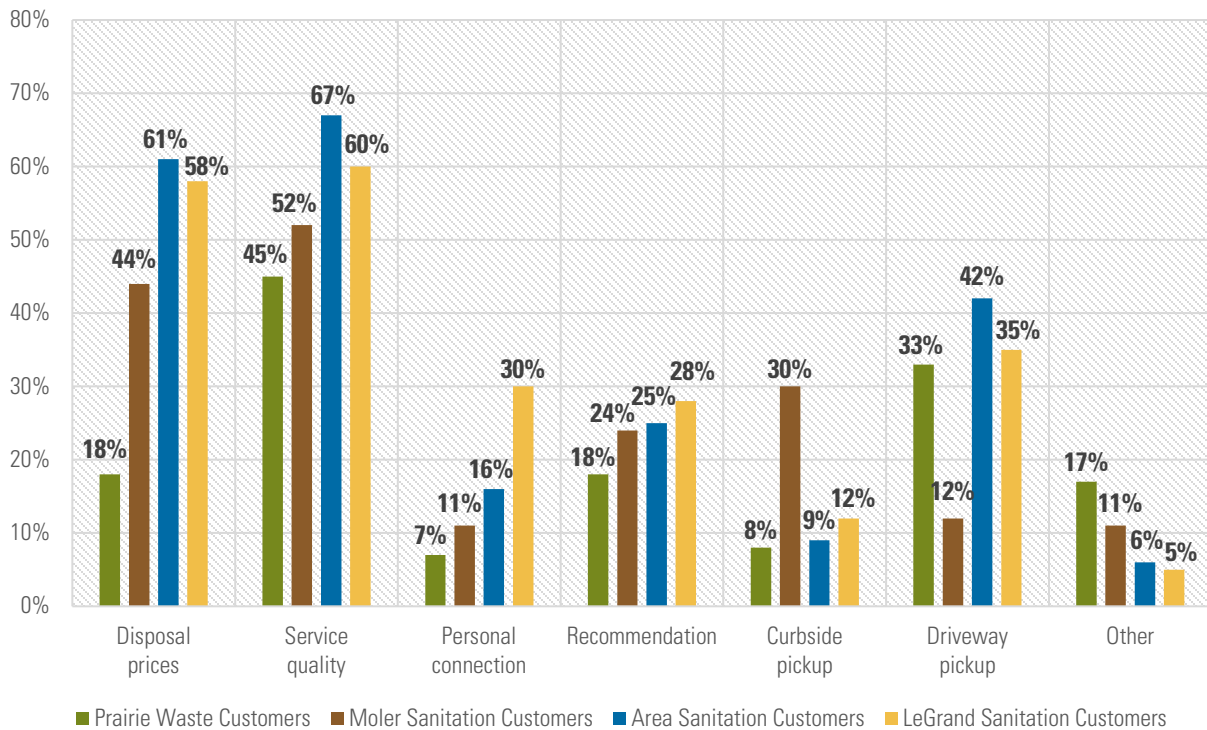
Figure 3 shows why people chose their current provider, broken down by the customers of each company. Across all customers, the three most common reasons were service quality (58%), disposal prices (44%), and driveway pickup (33%). 23% said they chose it because of a recommendation, 14% cited curbside pickup, and 11% said it was due to a personal connection to the company.

Table 5: Costs and Benefits of Collection Models

		MODEL					
		Open Collection	Organized Collection	Municipal Collection	Contract Municipal Collection	Segmented Collection	Zonal Collection
		Users contract with provider of their choice	Haulers' shares consolidated into zones; consistent negotiated rates	City-provided garbage, recycling, and yard waste services	Single contract for garbage, recycling, and yard waste services	3 city-wide contracts: 1 garbage, 1 recycling, 1 yard waste	City divided into zones; a single contract in each
Benefits to Community: (high is more desirable)	Choice of Provider	High	Low	Low	Low	Low	Low
	Service Offerings	Subjective	Subjective	Subjective	Subjective	Subjective	Subjective
	Pricing Uniformity	Low	High	High	High	High	Medium
	Traffic Reduction	Low	High	High	High	High	High
	Noise Reduction	Low	High	High	High	High	High
	GHG Emissions Reduction	Low	High	High	High	High	High
	Road Wear and Tear Reduction	Low	Medium	Medium	Medium	Medium	Medium
	Waste Volume Reduction	Low	Medium	Medium	Medium	Medium	Medium
	Nuisance Abatement	Low	Medium	High	High	High	Medium
Costs: (high is less desirable)	Administrative Effort: Transitional Period	Low	High	High	Medium	Medium	High
	Administrative Effort: Ongoing	Low	Low/Medium	High	Low/Medium	Low/Medium	Low/Medium
	Operating Costs (Passed onto Customers)	Medium	Low	Medium	Low	Low	Low
	Impact on Current Providers	Low	Medium	High	High	Medium	Medium

Adapted from the "Organized Solid Waste Collection Staff Report" from the City of Ames

Figure 3: Why did you choose your company's services?



Respondents were asked what difficulties they experience when disposing of their waste and if they have any overall concerns regarding waste management in Marshalltown. 66% of respondents reported at least one concern. When it came to disposal prices, 28% reported difficulties with high prices, and 35% expressed a desire for lower disposal prices. Some comments mentioned financial assistance for those who need it.

8% of respondents were concerned about the number of garbage trucks driving through neighborhoods. A few comments discussed reduced wear and tear on the roads, but several believed other factors are to blame, and the city should instead focus on repairing streets.

14% were concerned with visible garbage on the curb. Several comments expressed their dislike for the curbside pickup option due to the poor aesthetic or cans/lids getting blown in the wind. Some respondents mentioned their desire to maintain driveway pickup because moving cans is difficult for senior or disabled residents, especially in the winter. 13% reported physical difficulties in picking up or moving their waste.

On the other hand, 33% reported no concerns, and 29% said there are no improvements to be made.

Figure 4 shows that most respondents (66%) believe that the City of Marshalltown should leave the responsibility of waste management to residents and private companies. The strongest and most common comments on the survey pertained to the city's involvement in the garbage industry. Many people felt strongly about choosing their own service, supporting current businesses, and letting the free market work.

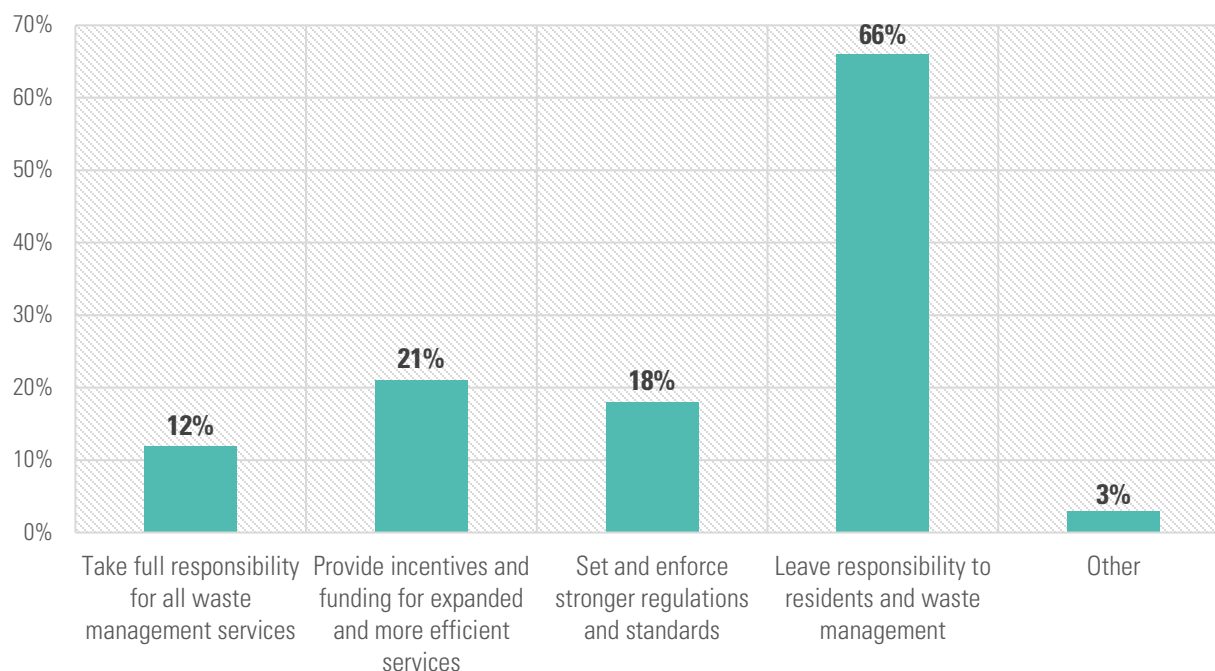
21% of respondents believe that the city should provide incentives and funding for expanded and more efficient services, such as recycling, composting, or bulk waste services, which are discussed later in the report.

18% believe that they should set and enforce stronger regulations and standards. This could mean various things, such as enforcement of nuisance properties or requirements for garbage services. It could also mean regulations for haulers, such as enforcing specific types of garbage trucks or regulating pickup days in certain sections of the city. Each of these types of enforcement was mentioned in survey comments.

12% believe that the city should take full responsibility for all waste management services. Some respondents commented that a municipal service or a single company would be more efficient and address current issues.

In a different question, 24% of respondents supported more collaboration between the city and private haulers.

Figure 4: In your opinion, what role should the City of Marshalltown play in addressing waste management issues in Marshalltown?



Alternative Practices

The most common practice for cities is to have a municipal or contract municipal collection system. While these are arguably the most efficient and streamlined systems, most residents are satisfied with the current collection system, with many having strong loyalty to their current providers. This *could* be viewed as an obstacle to transitioning to a different system, but having satisfaction with and loyalty to local businesses is an aspect that makes Marshalltown special. Listening to resident preferences and supporting local businesses could be more beneficial to the community than transitioning to a system that lacks community support. Municipal and organized collection systems have been eliminated as possible options for Marshalltown in this study. Additionally, because municipal contract, segmented, and zonal garbage collection would eliminate customer choice and risk severe damage to the current hauling businesses —things the Marshalltown community values— it is recommended that the City of Marshalltown maintain its open-market collection system.

While alternative collection systems would help alleviate the several issues that accompany an open-market system, there are alternative practices the city can implement *within* the current system that can help. Ames and Ankeny, IA, are cities that operate under an open-market system but have other strategies to improve conditions. Both communities will be valuable resources for implementing the recommendations in this report, and several of their practices will be highlighted.

Consolidated Pickup Schedule

One strategy previously discussed in Marshalltown is a consolidated pickup schedule based on the days of the week. Some survey respondents were in favor of dividing the city into sections for pickup to create continuity.

After researching and discussing the possibility of alternate and consolidated schedules, we have concluded that there is no simple solution within Marshalltown's current open-market system. Creating a consolidated pickup schedule would be a complex process, outside the scope of this study. The central aspect that makes it complex is the schedules of Area Sanitation and LeGrand Sanitation, which do not have routes five days of the week; a traditional schedule based on days of the week would impact these companies much more than the others. Another aspect is the safety of company employees and residents; putting all 30 trucks in the same section of town on the same days could create safety risks and concentrate traffic.

The feasibility of a consolidated schedule could not be decided without facilitated conversations and workshops with all collection companies to brainstorm alternative schedules and routes. The alternative schedule would have to be a significant enough improvement to outweigh the cost, labor, and inconvenience of brainstorming and

making the transition. It would also be necessary to minimize safety risks. Suppose a pickup schedule that meets these requirements does not exist. In that case, it is not recommended to consolidate routes in Marshalltown.

Expanded Collection Market

While this is not an official recommendation, an option that the City Council could consider is allowing more collection companies to enter the market in Marshalltown. The city currently regulates which companies are permitted to serve the community and has previously turned down outside companies. Allowing more companies into the market could potentially lead to increased competition and lower prices; however, the increased traffic and road damage that would result would have to be taken into consideration when making this decision.

Improved Garbage and Junk Disposal Program

Because the garbage collection system is intertwined with the issue of garbage accumulation and junk nuisances, we have recommended an improved garbage and junk disposal program. See pg. 25 for a detailed explanation.

Citywide Recycling Contract

A compromise that can be made between conflicting viewpoints on the garbage collection system is adopting a citywide recycling contract. See pg. 32 for a detailed explanation.

Garbage and Junk Nuisances

Background Information and Research

Garbage and junk nuisances are issues that residents and the City of Marshalltown alike have brought up. This is an issue seen in all communities, as some households struggle to maintain their property due to finances, physical ability, available time, energy levels, mental health issues, or other reasons. However, some residents in Marshalltown believe that there needs to be a larger focus on it.

This issue is exacerbated by Marshalltown's open-market system, which allows some households to opt out of regular garbage pickup, usually due to the price. With this, other practices can occur, such as hoarding it to eventually dispose of it at the landfill, illegally burning it, illegally dumping it elsewhere, or simply not disposing of it. Garbage accumulation and junk nuisances negatively impact the aesthetic and atmosphere of the community, posing a risk to personal and public safety, as well as creating fire hazards. Currently, the city code permits the backyard burning of plant material, but prohibits the burning of any other material. The Marshalltown Fire Department has expressed concerns about the excessive burning of garbage by residents.

Nuisance abatement is the traditional method that cities use to address nuisances. When a property reaches a point that it is a health or safety issue to the residents or a nuisance to others, the city has the right to give a notice to remove (abate) the nuisance, or the city can remove it and charge the property owner the cost (Appendix G). The ability to adequately enforce nuisance codes typically depends on the availability of funding or the existence of a straightforward nuisance abatement process. The City of Marshalltown has recently hired an additional staff member to identify nuisances and enforce the code. The Fire Department can also write a simple citation for those caught illegally burning. The Marshall County Landfill has also recently increased its load minimum from \$10 to \$20 to discourage regular residents from using the landfill and to consider contracting for garbage pickup.

Other practices offer assistance for those struggling to dispose of junk on their property. The City of Marshalltown has a long history of trying different events that allow residents to dispose of bulk waste for free. Currently, they offer one day annually, where all residents can dispose of yard waste, hazardous waste, and junk (not garbage) for free. They have tried different versions of a citywide junk day, offering free pickup in some years, but have encountered too many complications and undesirable outcomes. Because these junk days are operated by city staff and volunteers, they are doing labor they are not used to, and it typically puts city staff behind on their regular duties. The City of Marshalltown also hosts an annual citywide cleanup day to address littering.

In 2006, Marshalltown established a “Betterment Task Force” in response to issues of property neglect and nuisances. Its purpose was to encourage property upkeep and “Keeping Marshalltown Beautiful” (Appendix H). “Cleaniac” events were created for volunteers to help clean up the town; however, these events have become less common in recent years.

Windshield Survey

A windshield survey was conducted on July 31, 2025, from 1:30 pm to 6:30 pm in Marshalltown to assess the number of residential properties in town with visible waste or junk on a given day. The survey was conducted by creating six sections of the city and randomly selecting about 1.6 miles of residential streets in each section to be observed. See Appendix I for a map of the sections and selected streets. The addresses of the properties were not recorded, only the number per street.

To conduct the survey, members of the study team drove down each selected street and flagged the number of properties that had the following conditions:

- Visible bagged or unbagged trash
- Excessive amounts of home goods, clothing, or toys outside
- Visible indoor furniture and appliances outside
- Junk cars

- Obsolete building or landscaping materials with no construction or work underway

This windshield survey has limitations in its reliability due to:

- Only being conducted on a single day
- Only observing about 10% of residential properties
- Flagging a property was at the discretion of the study team
- Due to the moving car, some waste or junk could be missed
- The severity/amount of waste and junk was not recorded; properties with severe amounts of waste or junk were counted the same as those with less

Table 6 shows that the amount of visible junk or garbage differs between sections of Marshalltown, and even on a street-by-street basis. For example, the Midwest section had one of the highest percentages of properties with visible junk or garbage; however, MW Street 3 only had 4% of its properties flagged. The Northeast and Midwest sections had the highest percentage of flagged properties, and the Southeast sections had the least.

Table 6: Windshield Survey Results

<i>Section of Town</i>	<i>Street</i>	<i># of properties observed</i>	<i># of properties with visible waste or junk</i>	<i>% of properties observed with visible waste or junk</i>
Northwest	Street NW 1	41	9	22%
	Street NW 2	71	18	25%
	Street NW 3	30	7	23%
	Street NW 4	53	4	8%
	TOTAL	195	38	19%
Northeast	Street NE 1	78	16	21%
	Street NE 2	54	20	37%
	Street NE 3	57	8	14%
	TOTAL	189	44	23%
Midwest	Street MW 1	129	35	27%
	Street MW 2	28	5	18%
	Street MW 3	24	1	4%
	TOTAL	181	41	23%
Mideast	Street ME 1	28	5	18%
	Street ME 2	85	14	16%
	Street ME 3	26	1	4%
	Street ME 4	29	9	31%
	Street ME 5	18	2	11%
	TOTAL	186	31	17%
Southwest	Street SW 1	52	6	12%

	Street SW 2	17	3	18%
	Street SW 3	27	8	30%
	Street SW 4	48	9	19%
	Street SW 5	42	4	10%
	TOTAL	186	30	16%
Southeast	Street SE 1	75	5	7%
	Street SE 2	34	0	0%
	Street SE 3	24	1	4%
	Street SE 4	27	3	11%
	Street SE 5	13	0	0%
	TOTAL	173	9	5%
Marshalltown	-	1110	193	17%

Nuisance Cases

As for nuisance cases identified by the city, Marshalltown has had 433 cases related to residential waste and junk in the past year. To understand the extent of this issue compared to other cities, the study team reached out to similar sized cities in Iowa for this data point. Each city was asked to provide the total number of residential nuisance cases related to garbage, refuse, and junk that occurred within one year. For comparison purposes, Table 7 below shows nuisance cases as a percentage of the total households in each city. The number of nuisance cases in each city is influenced by the level of proactivity among city staff in identifying nuisances, as well as the reliability of the data from each city in filtering out other types of nuisance cases from the total count.

Table 7: Waste and Junk Nuisance Cases by City

<i>City</i>	<i>Households*</i>	<i>Nuisance Cases**</i>	<i>Percentage</i>
Ottumwa	10,098	742	7.35%
Mason City	12,271	630	5.13%
Muscatine	9,623	496	5.15%
Marshalltown	10,275	433	4.21%
Burlington	10,629	309	2.91%
Indianola	5,886	59	1.00%
Ames	25,579	209	.82%

*2020 Census (Appendix E)

**Email requests to city staff

Community Input

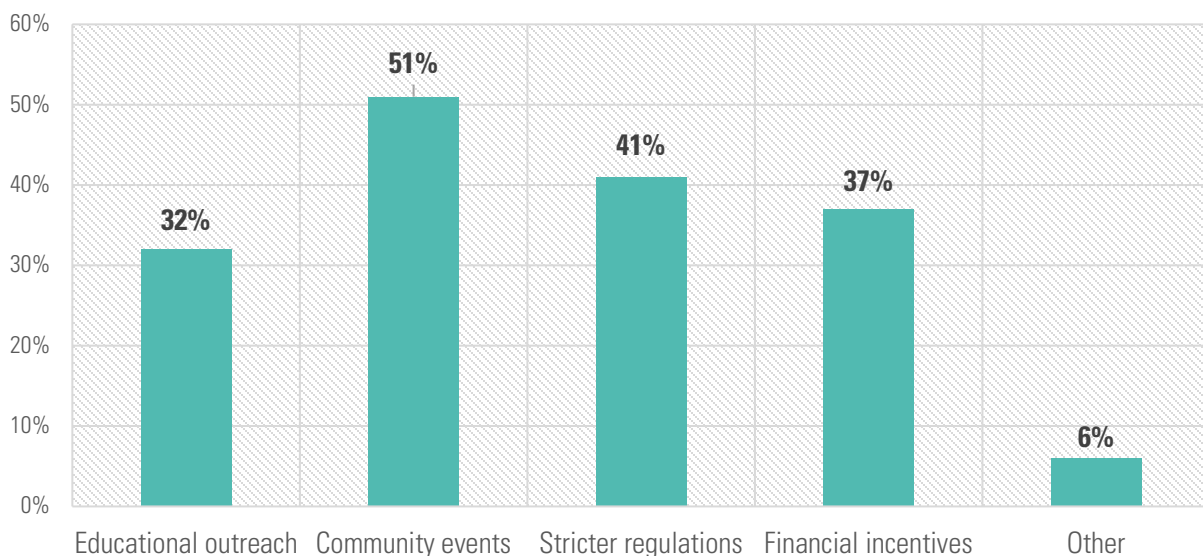
23% of respondents had overall concerns regarding waste or junk in yards in Marshalltown. This includes visible garbage, excessive household goods or indoor furniture, junk cars, or old construction materials. Many survey comments also complained about properties accumulating garbage and junk, with some offering recommendations to alleviate the issue.

Several respondents commented on the need to continue code enforcement on these types of properties and hold the owners accountable. A few made comments on their ideas to require households to pay for garbage service. 41% of survey respondents said that stricter regulations would be an effective way to encourage better household practices.

Many respondents commented on the desire for waste events, like a free city-wide or community cleanup day for large waste. A few comments mentioned reduced costs or making bulk disposal easier for residents. 51% of survey respondents believe that community events would be an effective way to encourage better waste practices, and 45% said that community cleanup and waste events would improve the system. Most respondents (80%) were aware of bulk waste and recycling drop-off at the landfill. But, only 46% were aware of pickup options from haulers. 19% of respondents stated they have difficulties dropping off their waste, and 10% said they have problems organizing a large waste pickup.

32% of respondents stated that educational outreach would encourage better practices, and 37% said that financial incentives would.

Figure 5: What do you think would be the most effective way to encourage better household waste disposal practices?



22% of respondents had concerns about littering, along with some comments about littering or dumping in public areas. Again, 45% supported community cleanup events. Only 53% of respondents said they were aware of community cleanup events.

Alternative Practices

While the City of Marshalltown looks to alternative practices to address garbage and junk nuisances, it is worth keeping in mind that everyone benefits from well-maintained properties. While some people view it as the owners' sole responsibility to maintain their property, when they struggle, sometimes the easiest way is to step in and provide programs that assist in this task. The cost of assistance or free events for junk disposal is usually evenly distributed across all residents because all residents benefit when properties are adequately maintained and cleaned.

Garbage Service Requirements

Garbage Service Requirement

Due to the open market, a fair number of households opt not to contract garbage pickup services to save on costs. Some people take their garbage to the landfill, while others do not. This can lead to behaviors such as burning, dumping, or hoarding garbage. Some residents expressed their desire for the city to require all households to contract a garbage pickup service. It is very common for garbage service to be required in cities with a municipal or contracted municipal collection service; however, it is less common in those with an open market. The City of Marshalltown could explore the legal options of requiring residents to contract garbage pickup service. Whether the city will have the ability to verify if a household contracts garbage service and how it will enforce this should be considered in this exploration.

Knoxville, IA is a city in Iowa that has an open market system but requires all residents to have garbage service.

[Knoxville, IA Code Chapter 3 – Garbage and Refuse](#) (Appendix C)

Rental Property Garbage Service

Results from a focus group revealed that participants strongly believed that landlords were not required to provide garbage service to their rental properties, based on their observations and experiences. After reviewing Marshalltown's Code of Ordinances, it is found that owners of properties with three or more units *are* responsible for providing garbage service; *however*, in rental single-family or two-family dwellings, that responsibility can fall on the tenant (Appendix C). The City should consider amending this to require the responsibility to always fall on the rental property owner and ensure that this code is enforced more strongly during rental inspections.

Nuisance Enforcement and Abatement

The City of Marshalltown has recently increased its staff in the nuisance department, so there is not much that can be improved unless the city decides to increase funding further. One thing that can be done is a review of the nuisance code to make sure its definitions, property standards, and enforcement process are straightforward and transparent. Below is a link about nuisance abatement best practices from the Iowa League of Cities.

[Nuisance Abatement Best Practices – Iowa League of Cities](#) (Appendix J)

Improved Garbage and Junk Disposal Programs

Although Marshalltown currently holds an annual junk day, it has consistently struggled with the efficiency and effectiveness of the event throughout the years. Several steps need to be considered in a future bulk waste and junk disposal program. The first step is to expand and distribute disposal opportunities throughout the year, addressing garbage hoarding and accumulation. The second is to relieve city staff of most of the labor. The third is that any pickup service is not based on a specific geographic section of the city to avoid people dumping on anyone's property, and it is not concentrated on a single day or week to avoid overloading services. The fourth is implementing a program that minimizes the need for communication and interaction to receive the service, due to language barriers in the community.

Although assistance is available for junk and bulk waste, there are limited services for households that struggle to dispose of their daily household garbage. Because garbage and services are higher in Marshalltown than in many other communities, and over a quarter of survey respondents stated they struggle with high disposal costs, Marshalltown should consider a program that assists some households with these expenses.

Below are ideas for expanded and improved programs that we believe would be successful in Marshalltown.

Marshalltown Junk Program

- 1st Saturday of each month from March through October: Free Bulk Item Drop off at the Marshall County Landfill with proof of residence. Compost facility accepts yard waste for free.
- *MEGA Clean-Up Months (March, May, July, and September)*: Residents can call and be put on a waitlist for a contracted garbage company to schedule a free curbside pickup that month.

Garbage Service Voucher Program

- Awards an annual voucher to a certain number of households in need (ideally 100-200) which gives them free garbage pickup services from a contracted garbage company. The contracted company would ideally offer the service at a reduced rate (~ 20% reduction).
- Households with nuisance cases or garbage burning cases would specifically be contacted and encouraged to apply.
- We calculated the annual cost per Marshalltown household for a program that provides 200 households with a weekly garbage pickup at a 20% reduced rate.
 - \$20 monthly charge x 12 months x 200 households = **\$48,000**
 - \$48,000 ÷ 10,275 households = **\$4.67/year/household (\$0.39/month)**

While we believe these programs would be successful, the Marshalltown community will need to decide what program(s) would work best for them, and the staff involved will have to make decisions about the specifics. Below is a list of successful programs that inspired the above ideas and could be used to help. Links to website sources are located in Appendix K.

[Ames, IA – Rummage Rampage](#)

The City of Ames and Iowa State University's Office of Sustainability have hosted a "Rummage Rampage" event every year since 2016 to keep usable household goods out of the landfill. They turn a parking garage into a thrift store for a week where they accept furniture, electronics, and housewares and sell it to the public at thrift store prices. The Rummage Rampage is run by volunteers from non-profit agencies in Ames, who share any profits from the event.

[Des Moines, IA - Spring Cleanup to Reduce Urban Blight \(SCRUB\) Events](#)

The City of Des Moines holds SCRUB events every month from March to November that allows residents free drop-off for trash, bulk items, appliances, and yard debris with proof of residency. All events are held at a Metro Waste Authority transfer station and the city's compost center for yard waste. Des Moines also offers MEGA SCRUB events on certain months that have an additional drop-off location in another area of town, which accepts hazardous waste on top of the regularly accepted items.

[Salt Lake City, UT - Call 2 Haul](#)

In 2021, Salt Lake City created a program that allows all residents to request two "Call 2 Haul" collections per year, all year round: one for bulky items and one for green waste. Residents can call or email the city to schedule a pickup, and the city will pick it up from their curb on the scheduled date. They also offer an option where up to 20 households can schedule a neighborhood collection event.

[Perry, IA - Residential Dumpster Sharing Program](#)

The City of Perry has a program that allows every household to request a 4-cubic-yard dumpster once a year for a one-week period. Dumpsters are dropped off at households on a Wednesday and picked up the next week. Before the delivery of the dumpster, residents must sign an agreement. The dumpster may be used for household items, junk, garbage, and small furniture and building materials. If any unacceptable items are dumped, they are responsible for landfill fees. This program is done in addition to an annual drop-off event.

[Minneapolis, MN – Garbage Drop-Off Vouchers](#)

All Minneapolis Solid Waste & Recycling customers are given six vouchers annually; each voucher lets them dispose of up to 2,000 lbs. of garbage, scraps and construction materials, and up to two appliances/large waste at their transfer station.

[San Pablo, CA – Free Waste Disposal Program](#)

San Pablo, CA has a program where all residents can schedule three curbside collections per year of either one large item, five e-waste items, or up to fifteen 35-gallon bags of miscellaneous home or yard waste. They also offer one annual landfill dump voucher worth \$120.

Waste Diversion

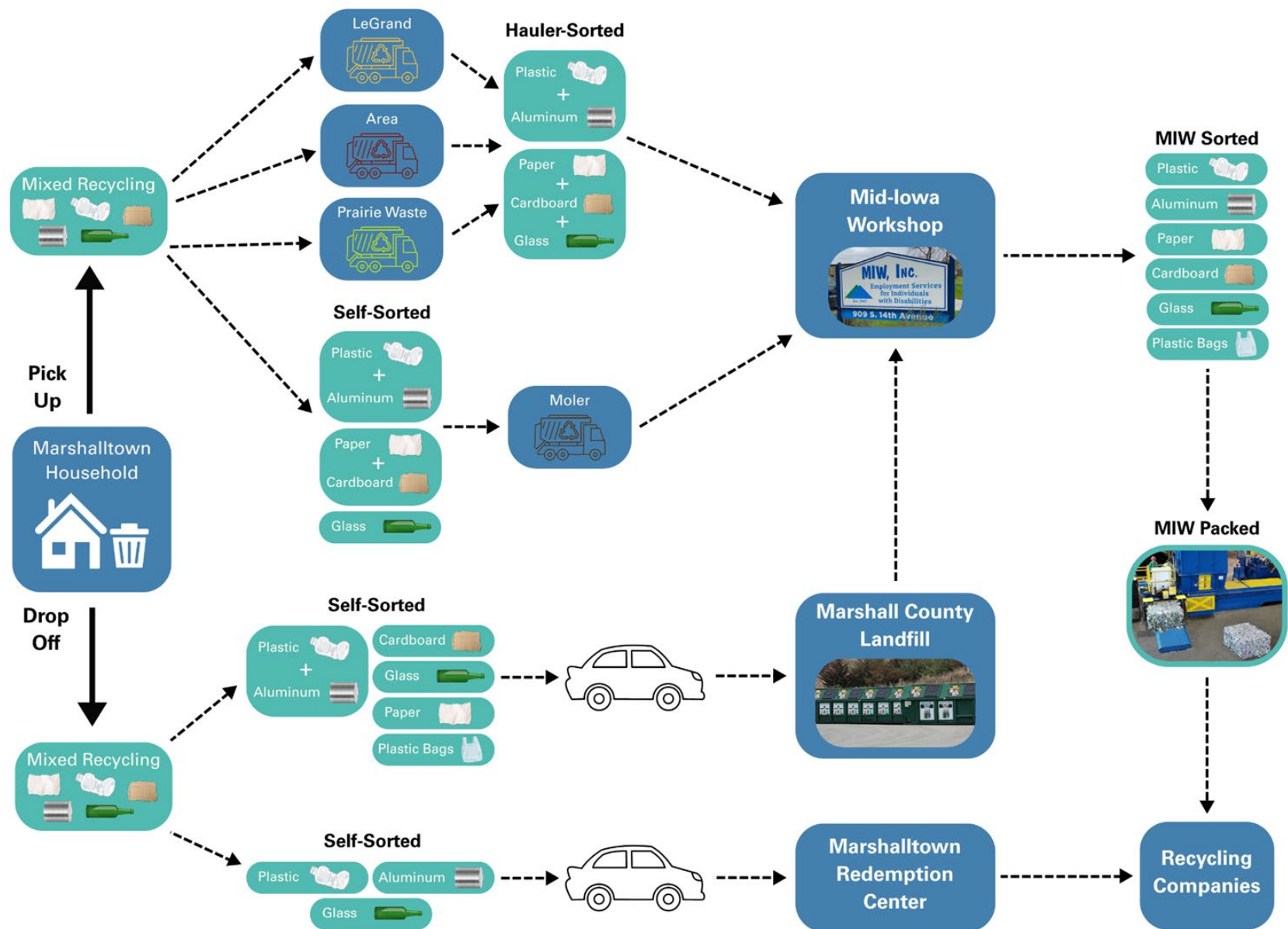
Background Information and Research

Recycling

While the Marshall County Landfill has at least a century before it must worry about running out of space, waste diversion (reducing, reusing, recycling, and composting) is essential to any community. The Marshalltown Code of Ordinances requires all businesses, residents, and haulers to recycle and prohibits the disposal of recyclable materials in the landfill. However, a code like this is unrealistic to enforce on the household scale. Ultimately, a household decides to recycle its plastic, aluminum, paper, cardboard, and glass. If they do not choose to recycle, these materials end up in the landfill.

Due to the open market system and a lack of single-stream recycling, the recycling process is more complex than in some other cities. Figure 6 on pg. 28 provides a flow chart that visualizes the several different paths materials can take to get recycled in Marshalltown. If residents *do* choose to recycle, they can either drop it off at the Marshall County Landfill or the Marshalltown Redemption Center *or* have it picked up by a private hauler. If they choose to drop it off themselves, they usually face a lower cost, but they

Figure 6: Marshalltown Recycling Process



Created with information from Jenn Clemann, Cody Beckham, Gabe Long, Kevin Bolkema, and Tim Long

must sort materials by type and haul them themselves. All recycling dropped off at the landfill or picked up by private haulers eventually ends up at the Mid-Iowa Workshop (MIW). This facility sorts and packs recycling exclusively from private haulers and the landfill. Due to MIW's machinery, there is no single-stream recycling; instead, all materials must be sorted into two categories: plastic and aluminum, and paper, cardboard, and glass. Depending on the collection company, recycling is either sorted by residents before pickup or by the hauling company after pickup. Moler Sanitation and Prairie Waste Solutions both reported that about 30% of their customers pay for recycling pickup.

[Chapter 50.046](#) in Marshalltown's Code of Ordinances requires recycling by all residents and businesses and [Chapter 50.047](#) requires public education on recycling from haulers and the city (Appendix C).

Composting

The Marshalltown Compost Facility is a service for residents in the Marshalltown area who'd like to dispose of tree debris or yard waste (the Marshall County Landfill does not accept these materials). They are open from April through November and recently changed their hours of operation to only Friday, Saturday, and Sunday due to low funding. They accept yard waste (leaves, vegetation, and grass), sticks and branches, and larger tree limbs and trunks. Some materials are turned into wood chips, while others are processed into compost, which is available for purchase.

For yard waste drop-off, bags or cans of yard waste cost \$1-3, car/van loads cost \$6, pickup truck loads cost \$15-20, trailers can range from \$15 to \$105, and large/dump trucks can range from \$30 to \$200. The cost of compost is \$2 for a 5-gallon bucket and \$50 for a whole truck bed. They also offer loading assistance for a \$20 fee. The facility also offers a \$500 annual license for after-hours access, which some haulers and cleanup companies utilize for large roll-offs of yard waste; however, no private hauler currently provides regular yard waste pickup services (Appendix L).

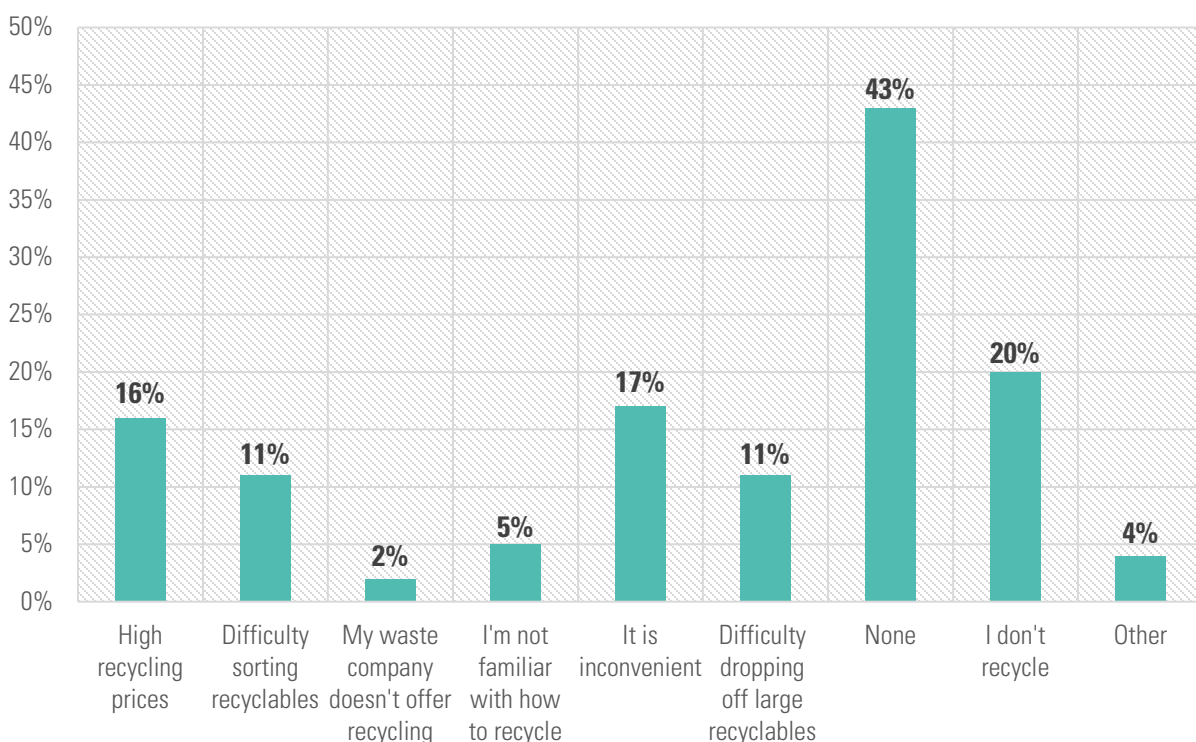
The other option for disposing of yard waste is through backyard burning, which is permitted from April to June and October to November, from 10:00 am to 7:00 pm. Other restrictions also apply (Appendix M). The Marshalltown Fire Department is interested in making any burning illegal and expanding other options for disposal.

Community Input

Most respondents reported recycling either several times a month (43%) or almost never (37%). 17% reported recycling several times a year, and 3% reported recycling once a year. Broken up by hauling company, 28% of Moler Sanitation's customers said they recycle several times a month compared to 45% for Area Sanitation, 49% for Prairie Waste, and 68% for LeGrand Sanitation.

Survey respondents were asked about the difficulties they experience when recycling; 43% reported none, however 44% reported at least one difficulty when recycling. The most common difficulties are inconvenience (17%), high recycling prices (16%), difficulty dropping off large recyclables (11%), and difficulty sorting recyclables (11%). 5% were unfamiliar with how to recycle, and 2% reported that their provider does not offer recycling. Other reported difficulties were that not enough materials are accepted, their recycling bin is too small, they have trouble keeping the lid on, there are not enough drop-off locations, waste companies do not encourage recycling, they're unsure what materials can be recycled, among others.

Figure 7: What difficulties do you experience when recycling or trying to recycle?



18% of survey respondents stated that they are concerned about the recycling and composting efforts of residents. When asked about the services they were aware of, 85% were aware of compost/yard waste drop-off, 80% were aware of bulk waste and recycling drop-off, 72% were aware of recycling pickup, and 67% were aware of hazardous materials drop-off.

Figure 5 on pg. 23 about strategies to encourage better waste disposal practices also relates to recycling and composting. The most popular strategies are community events (51%), followed by stricter regulations (41%), financial incentives (37%), and educational outreach (32%).

Figure 4 on pg. 17 shows that 12% of respondents believe that the city should take full responsibility for all waste management services, 21% believe that the city should provide funding for expanded and more efficient services, 18% believe that they should set and enforce stronger regulations, and 66% think it should be left to residents and haulers.

Comments on the survey revealed various complaints or desired improvements to these services. Some respondents complained that recycling services don't take enough materials, that sorting is confusing or inconvenient, or that there needs to be a recycling drop-off in town. Some stated that recycling should be free or much cheaper. Others believed that residents should be required to recycle or that there should be more information and education available on the topic. Regarding compost and yard waste, numerous comments were made about the limited hours of the compost facility and the high prices of the service. Some comments revealed a desire for a yard waste pickup option.

Alternative Practices

The recycling industry has low profit margins, and there are usually hurdles to participating in recycling, especially for households that do not prioritize it. The City of Marshalltown requires recycling for all residents and businesses, but the private market struggles to encourage recycling. Due to this, it would be in the city's interest to reduce barriers to recycling and increase recycling rates.

Single-Stream Recycling

One way to streamline recycling and increase convenience is to invest in a single-stream recycling system. This means that residents and haulers would be relieved of sorting recyclable materials, as most of the sorting is done by machines with some employee assistance. Mid-Iowa Workshop does not have single-stream recycling; however, they have said they are open to the possibility.

MIW did state that a single-stream recycling system might decrease their demand for employment, as less labor is needed for sorting. However, this system still requires physical labor to assist with the process and sort out contamination. Over time, single-stream recycling could increase recycling rates, and coupled with a possible city-wide recycling contract or increased recycling education (explained below), MIW could maintain its employment demand.

We consulted with Mark Peebler from the Resource Recovery Plant in Ames, IA, about a possible transition. "A single-stream recycling system can vary quite a bit depending on the level of automation, equipment size, and desired processing capacity. A basic system... can easily range from \$1 million to \$5 million or more, while smaller modular systems can sometimes be developed for less...for lower volumes. By comparison, a

standard horizontal baler typically runs between \$10,000 and \$300,000.” “Building and implementing a full materials recovery facility for processing single-stream recycling would be a very significant undertaking. The feasibility and return on investment would really depend on the volume of material process and the marketability of the baled commodities produced.” “As for staffing impact, it depends on how automated the system is. A full automated single-stream facility generally requires fewer manual sorters... However, there are still opportunities for employees in quality control, equipment monitoring, maintenance, and other supporting roles” (Mark Peebler). While Ames aims to establish a single-stream curbside recycling program, it plans to transport its materials to an existing facility in Des Moines until it has sufficient volume to construct its own facility.

This initiative could garner widespread community support, as it would simplify recycling for both residents and collection companies. The City of Marshalltown and Marshall County Landfill would both have a significant stake and interest in switching to a single-stream recycling system, allowing them to partner with MIW to help with this investment. Federal, state, local, and private grants could be a funding resource, as well as partnering with community organizations to garner support for the project.

Rental Requirements for Recycling

Because recycling is not single-stream, it is almost impossible for owners of multi-family rental properties to provide recycling pickup services to their tenants; if single-stream recycling were implemented in Marshalltown, the city should then amend its housing code to require all property owners to provide recycling services to their tenants. This would need to be required in tandem with the previously mentioned garbage service requirement on pg. 24.

Citywide Recycling Contract

Another practice the City of Marshalltown could adopt is a city-wide recycling contract. All haulers currently offer recycling pickup for their customers; however, the lack of a low-cost, universal, city-wide recycling system can lead to confusion and inconvenience for residents, and keep recycling rates lower than desired. Implementing a city-wide recycling service would significantly increase recycling rates by automatically providing the service to all households, ensuring city-wide continuity, and making billing more convenient through the utility bill. Increased recycling rates will also positively impact the MIW facility, allowing it to generate more business and hire additional employees.

Because recycling is a relatively small revenue source for waste management companies, consolidating all recycling pickup to a single hauler is a feasible way to optimize a sector of the waste management system while minimizing damage to their businesses and preserving customer choice for garbage services. Consolidating the service could even relieve them of responsibility, as some haulers struggle with meeting

recycling requirements. This would decrease road damage by consolidating all recycling routes to one truck per street.

There would be two key stipulations that should be considered. One would require the contracted recycling hauler to take their materials to the MIW facility. This will support the MIW facility, their employees, and the services they provide to the Marshalltown community. The second would be that the recycling hauler would offer driveway pickup services to those who need it.

Ankeny, IA

- Ankeny has an open market garbage system, but contracts with Metro Waste Authority to provide all residents with a 96-gallon bin and curbside recycling pickup; residents are billed \$4.58 (Mark Mueller) per month through their utility bill for this service. They also offer 48-gallon carts for those who request it (Appendix N).

Ames, IA

- Ames is currently in the process of transitioning from a waste-to-fuel process at their Resource Recovery Center to a single-stream curbside recycling program. They are planning on providing all single-family and smaller multifamily units with a recycling bin, which will be picked up by a contracted hauler. This is set to start in 2026 (Appendix N).

Improved Recycling Drop-Off

While waiting for the previous practices to be implemented, or if they are decided against, alternative practices should be implemented to improve recycling services.

Free Recycling Drop-Off

Marshall County Landfill has expressed its desire for the recycling drop-off to be free at the landfill. Free recycling could be a significant motivator for residents to separate cardboard, paper, plastic, aluminum, and glass from their garbage loads at the landfill, thereby reducing their disposal costs. The City of Marshalltown currently bills each household \$8.40 per household for resident access to the landfill (~ \$0.70 per month). The city could partner with the landfill to support an increase to this fee to offer completely free recycling drop-off (Appendix O).

In-Town Recycling Drop-Off

Additionally, another option would be to create a free recycling drop-off site *in town*; several residents have expressed their desire for this option. This would ideally be near or at the Mid-Iowa Workshop facility to reduce the cost of transporting materials. The Marshalltown Redemption Center collects aluminum, plastic, and glass, so offering

cardboard and paper could be a good pilot program before expanding to other materials. Cardboard and paper also have a smaller risk of contamination, compared to bottles and cans, which reduces the need for the site to be supervised.

Ames, IA

- The Resource Recovery Center in Ames has a 24/7 free recycling drop-off center available to all residents. It has bins for cardboard, mixed paper, metal, plastics, food waste, glass, and clothing. Materials are transported to Des Moines before being shipped to recycling companies (Appendix P).



Figure 8: Recycling drop-off in Ames, courtesy of cityofames.org

Improved Yard Waste Services

Yard Waste Pickup Contract

To address the desires for better yard waste and composting services, the City of Marshalltown can consider creating a city-wide yard waste pickup contract. This service would allow households to opt in, unlike a recycling contract that would be provided to all households. Current collection companies do not offer regular yard waste pickup routes because there is not a high enough demand within their current customer bases. However, if the entire city were under one contract, there could be enough demand to interest companies in providing the service. A pickup option could also address the limited hours of the compost facility, as haulers would be able to drop off yard waste at any time, rather than residents who are restricted to the facility's regular operating hours. Creating a yard waste contract would depend on the number of residents interested in this service and whether they prefer a regular pickup schedule or on-call service, which would need further research.

Increased Funding for the Marshalltown Compost Facility

A change that could be implemented in tandem with or instead of a yard waste pickup contract would be to modify the operating model at the Marshalltown Compost Facility. A fair number of residents and decision-makers agree that the hours are too limited and

the prices are too high at the compost facility. The lack of funds allocated to the facility is the reason for this. It is recommended that the city consider adding a small fee to residents' utility bills, similar to the recommendations for free recycling or expanded junk programs, to fund expanded operating hours at the facility and/or lower or free disposal prices. This would allow for a more convenient service for residents, as well as offer a safer disposal method than burning yard waste.

Education and Outreach

Many in the recycling industry believe that education is the most crucial factor in improving household waste practices. The Marshall County Landfill's recycling education program offers school presentations, group events, handouts, mailers, and contests. It is currently updating its website and YouTube channel for more widely accessible recycling education. Their biggest struggles stem from language barriers, given the vast number of languages spoken in Marshalltown.

The City of Marshalltown should increase its recycling and waste education efforts and/or support expanding the Marshall County Landfill's recycling education program. Increasing youth education and outreach is especially important; messages can be more impactful at this age, *and* they can reach parents, breaking through language barriers.

Iowa City, IA

Iowa City's Resource Management Division has an environmental education program that includes pop-up events, community reducing initiatives, and a comprehensive online list of educational resources about reducing, repairing, recycling, and composting. Also on the city's website are pages for all services and programs related to resource management in Iowa City, including comprehensive information on composting, curbside collection, community events and programs, hazardous materials, the landfill, and recycling centers.

[Iowa City Website](#) (Appendix Q)

Spokane, WA

The City of Spokane's Solid Waste Department offers a comprehensive education program on reducing and recycling waste. They offer a range of youth education lessons and activities, including presentations and guest speakers, group tours, and online resources. They have a Waste Ambassador program to empower community members to make meaningful changes. They have also written a children's book called "Exploring Spokane: Turning Waste into Energy" and partner with their local library in waste education.

[Spokane Website](#) (Appendix Q)

City Initiatives

Another way the City of Marshalltown can support waste diversion initiatives is by leading by example. Large amounts of waste can be diverted in public operations, not just personal practices. Some pilot programs could involve placing recycling bins next to all public trash cans, requiring all city buildings to recycle, requiring city construction or landscaping projects to utilize compost from the Marshalltown Compost Facility, or partnering with public schools to compost food waste during lunch.

The City of Marshalltown can collaborate with the Marshall County Landfill and regional environmental organizations, such as the Iowa Waste Reduction Center, to develop and implement feasible city practices.

Conclusion

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Top recommendations to prioritize:	Improved garbage and junk disposal program - Expanded and improved junk program - Garbage service voucher program	25
	Shared investment in a single-stream recycling system	31
	Improved recycling drop-off - Free recycling drop-off at the landfill - In town drop off location	33
	Improved yard waste services - Yard waste pickup contract - Increase funding for expanded services at the compost facility	34
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Alternative practices to consider:	Citywide recycling contract	32
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	Expanded collection market	19
	Garbage service requirements	24
	Reviewing nuisance enforcement and abatement code and procedures	25
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Funding Opportunities

Utility Fee

An increased or added fee on residents' utility bills could be a way to evenly distribute the cost of improving public waste management services that everyone can use and benefit from. Increasing utility fees can easily garner resident pushback, which typically occurs when residents are unaware of how their money is being spent, cannot see the direct benefits, or believe their money is being allocated irresponsibly. Being transparent by publicly announcing exactly how the funds are being allocated and how the community will benefit can be a way to decrease pushback and even garner support. Listed below are the recommendations that could be funded through these fees:

- Free recycling drop-off
- Improved compost facility service
- Expanded garbage and junk programs
- Expanded recycling and waste education program

Collection License Fee

Companies must pay a license fee to collect garbage in the City of Marshalltown. The fees are \$100 for garbage, \$25 for recycling, and \$15 for yard waste (Appendix R). If an open market system has undesirable side effects and collection companies strongly desire to continue servicing their Marshalltown customers, an increased licensing fee could help support the services listed above to improve the community and address undesirable side effects of the market.

Grants

The City of Marshalltown, Marshall County Landfill, and Mid-Iowa Workshop can search for federal, state, and private grants to support infrastructure and programs for recycling, composting, and waste management. Listed below are organizations, agencies, or websites that are good places to start the search.

- Environmental Protection Agency (EPA)
- United States Department of Agriculture (USDA)
- Iowa Department of Natural Resources
- Iowa Recycling Association
- CleanRiver.com
- Resource-Recycling.com

Resources and Partnership Opportunities

Listed below are entities that might be helpful in the decision making and implementation process.

- Mid-Iowa Workshop
- Marshall County Landfill/Solid Waste Management Commission of Marshall County
- Marshalltown Public Library (Recycling and Waste Education)
- Marshalltown Community School District (Recycling and Waste Education)
- Iowa Waste Reduction Center
- City of Ames
- City of Ankeny

Ad-Hoc Committee for Implementation

It is recommended that an ad-hoc committee or task force is created to hash out the final decisions on which actions should be implemented. The process should include more community engagement to figure out details outside the scope of this study.

Appendix

Appendix A: Individuals consulted

Marshalltown

Carol Webb- City Administrator, City of Marshalltown
Alicia Hunter- City Clerk, City of Marshalltown
Christopher Cross- Deputy Fire Chief, City of Marshalltown
Mike Ladehoff- 1st Ward Council Member, City of Marshalltown
Melisa Fonseca- 4th Ward Council Member, City of Marshalltown
Rick Legg- Street Superintendent, City of Marshalltown
Bob Ranson- Superintendent, Water Pollution Control Plant, City of Marshalltown
Jenn Clemann- Recycling Education Coordinator, Marshall County Landfill
Don Ballalatak- Manager, Marshall County Landfill
Cody Beckham- President and CEO, Mid-Iowa Workshop

Collection Companies

Gabe Stone- Owner, Moler Sanitation
Kevin Bolkema- Manager, Prairie Waste Solutions
Tim Long- Owner, LeGrand Sanitation

Others

Julie Robison- Assistant Director, Institute of Design Research and Outreach, Iowa State University

Mark Peebler- Superintendent, Resource Recovery Plant, City of Ames

Joe Bolick- Director, Iowa Waste Reduction Center, University of Northern Iowa

Mark Mueller- Director of Public Works, City of Ankeny

Jennifer Sease- Administrative Services Director, City of Ankeny

All residents who took the Marshalltown Waste Management Survey!

Appendix B: Marshalltown Waste Management Survey Report

[Survey Report](#)

Appendix C: Municipal Garbage and Solid Waste Code Chapter

Marshalltown's Code of Ordinances Chapter 50: Garbage and Refuse

https://codelibrary.amlegal.com/codes/marshalltown/latest/marshalltown_ia/0-0-0-14498

Cedar Falls, IA Code Chapter 10 - Garbage and Refuse

https://library.municode.com/ia/cedar_falls/codes/code_of_ordinances?nodeId=COOR_CH10GARE

Council Bluffs, IA Code Chapter 4.12 – Solid Waste Collection and Disposal

https://councilbluffs.municipalcodeonline.com/book?type=ordinances#name=Chapter_4.12_-_SOLID_WASTE_COLLECTION_AND_DISPOSAL

Richfield, MN Code Chapter VI Section 601 – Solid Waste Disposal, Collection, and Hauling

https://library.municode.com/mn/richfield/codes/code_of_ordinances?nodeId=CHVIPUHE_S601SOWADICOHA

Ankeny, IA Code Chapter 112 – Municipal Recycling

https://codelibrary.amlegal.com/codes/ankeny/latest/ankeny_ia/0-0-0-3854

Carroll, IA Code Chapter 105 – Public Solid Waste Collection

https://codelibrary.amlegal.com/codes/carroll/latest/carroll_ia/0-0-0-3503

Knoxville, IA Code Chapter 3 – Garbage and Refuse

https://codelibrary.amlegal.com/codes/knoxvilleia/latest/knoxville_ia/0-0-0-1060

Appendix D: Ames Organized Solid Waste Collection Staff Report

City of Ames. "Staff Report: Organized Solid Waste Collection". September 27, 2022.

<https://vault.amesnews.net/gov/city/CouncilPackets/2023/051623CouncilAgenda/2.pdf>

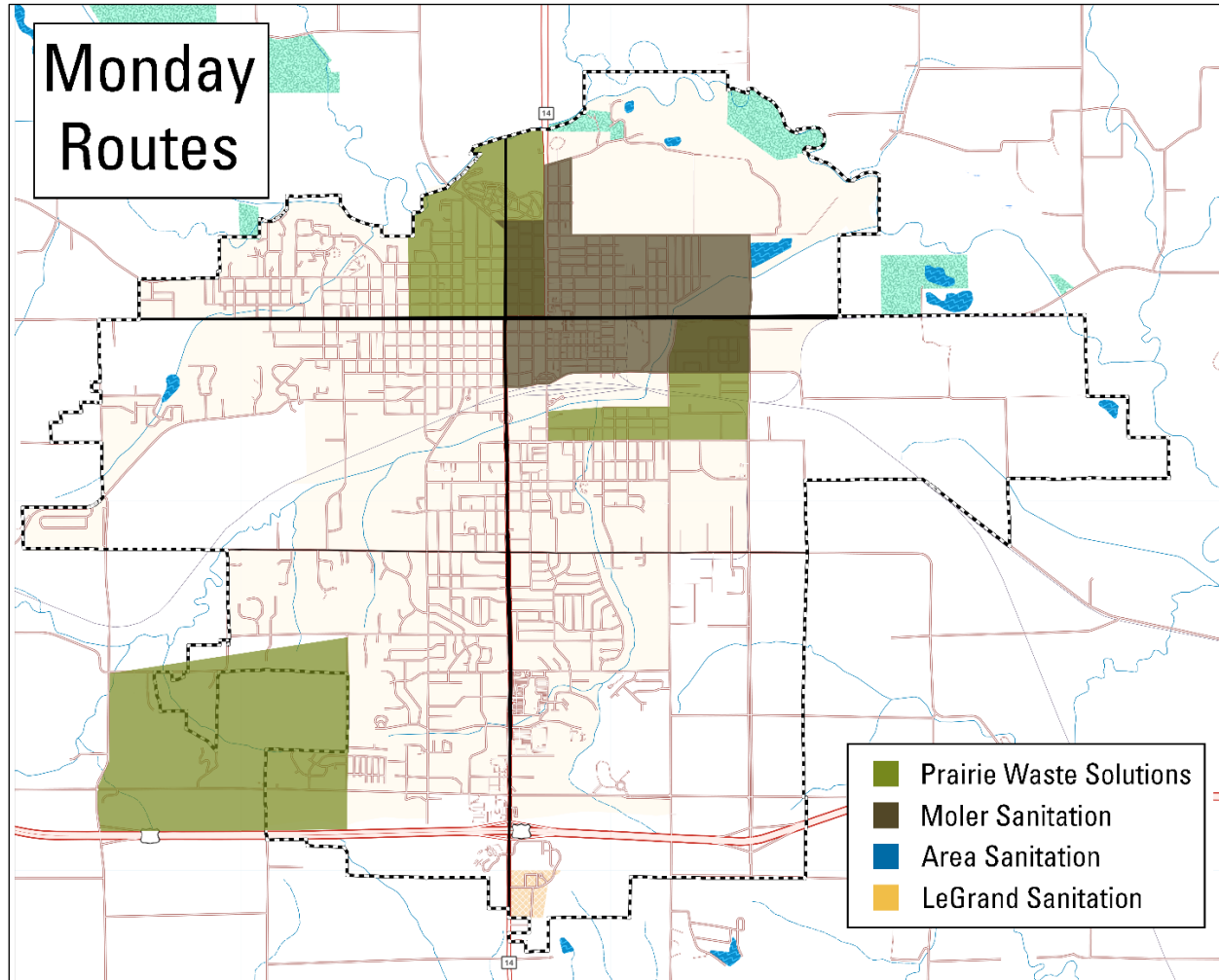
Appendix E: 2020 Census

United States Census Bureau. "Decennial Census". 2020.

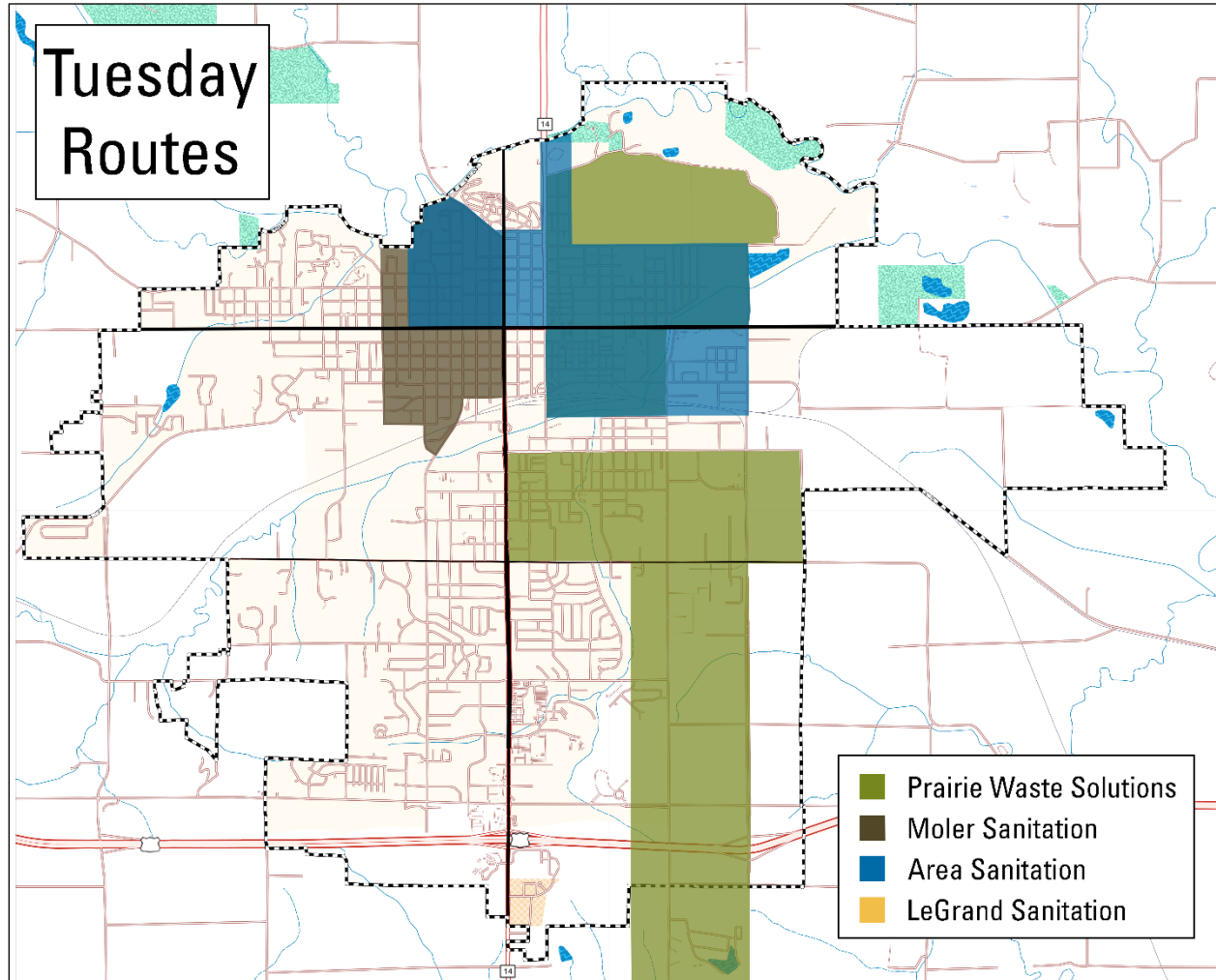
<https://www.census.gov/programs-surveys/decennial-census/decade/2020/2020-census-main.html>

Appendix F: Garbage Collection Routes

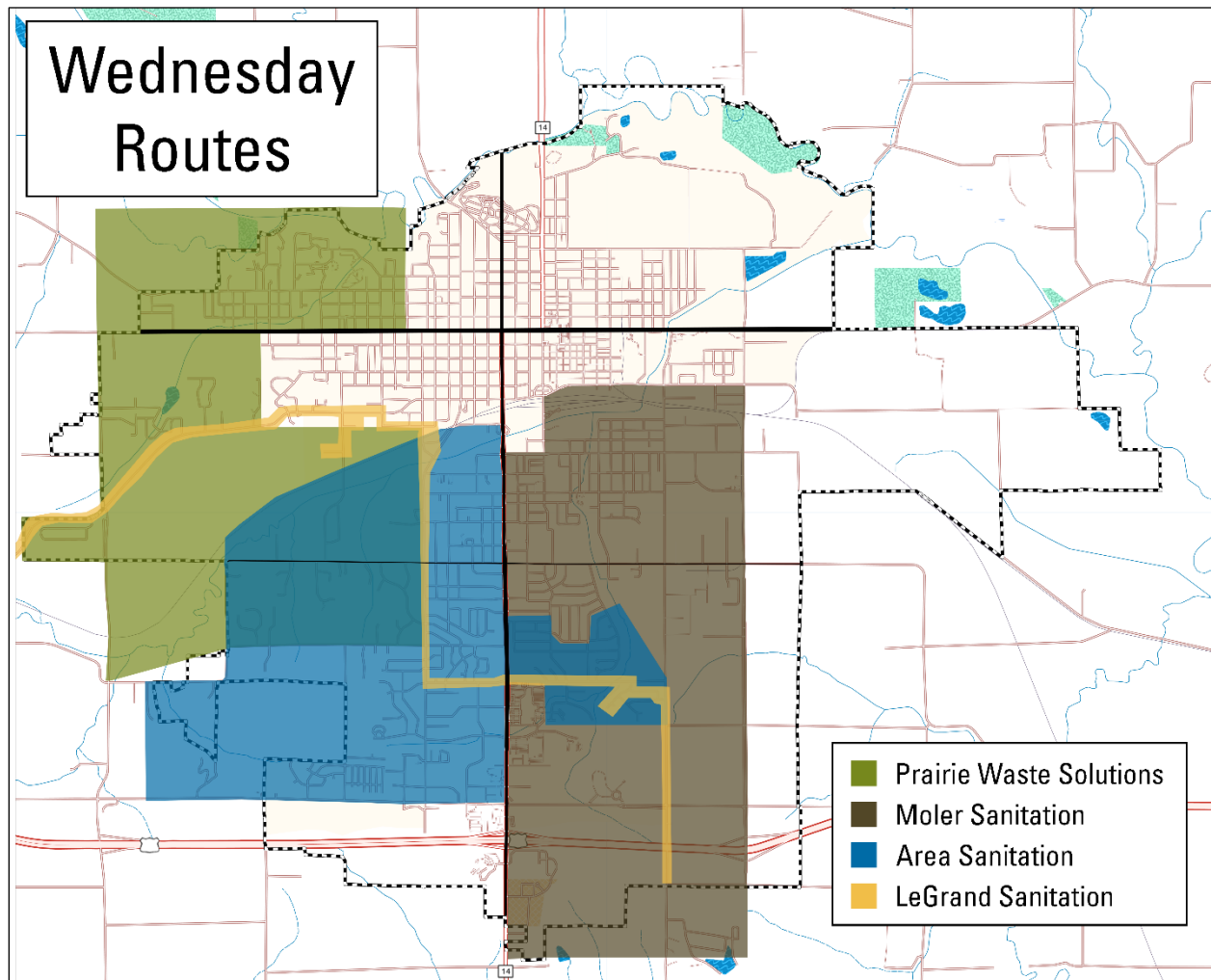
Monday Collection Routes Map



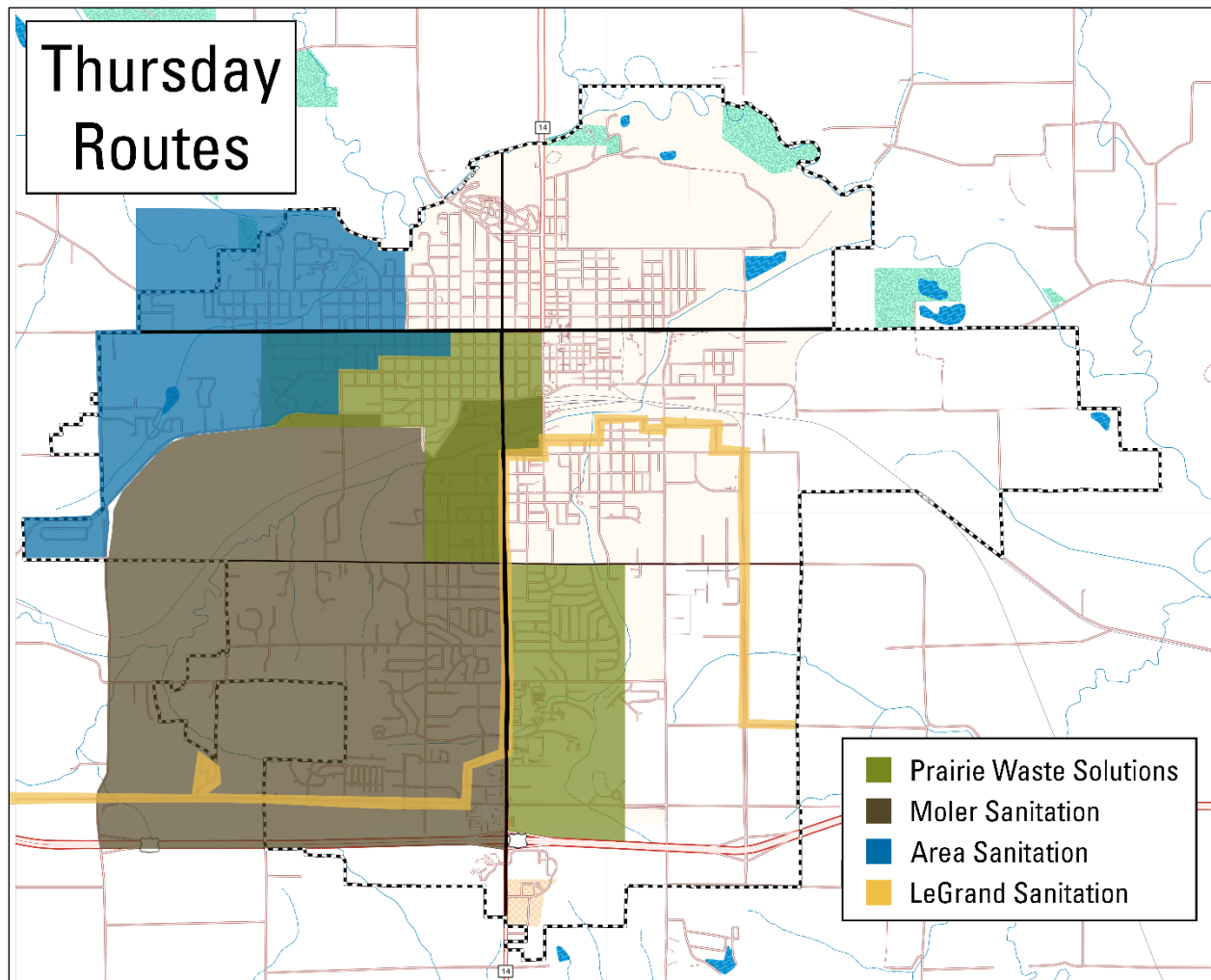
Tuesday Collection Routes Map



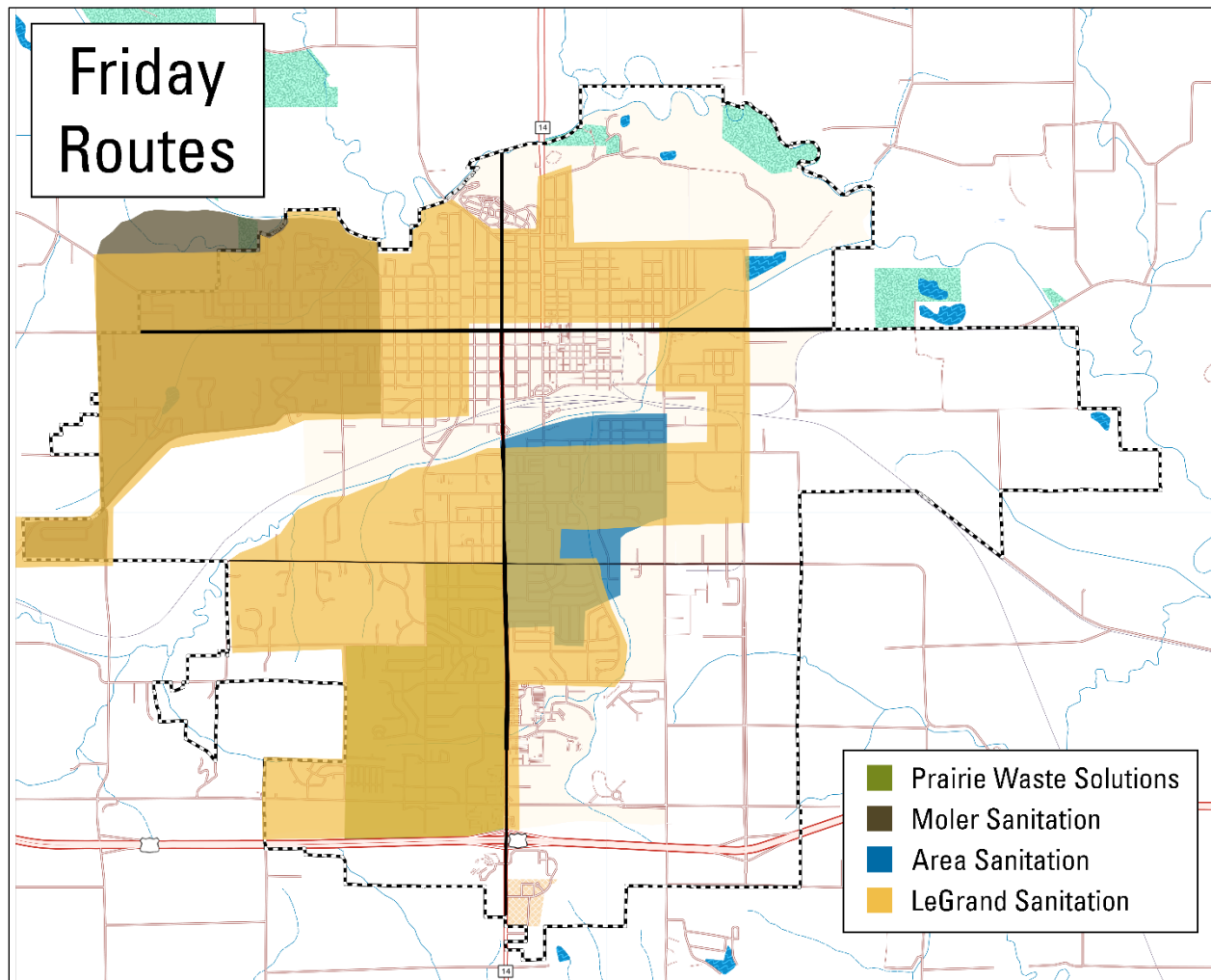
Wednesday Collection Routes Map



Thursday Collection Routes Map



Friday Collection Routes Map



Appendix G: Marshalltown Nuisance Code

Marshalltown Code Chapter 95 – Public Nuisances

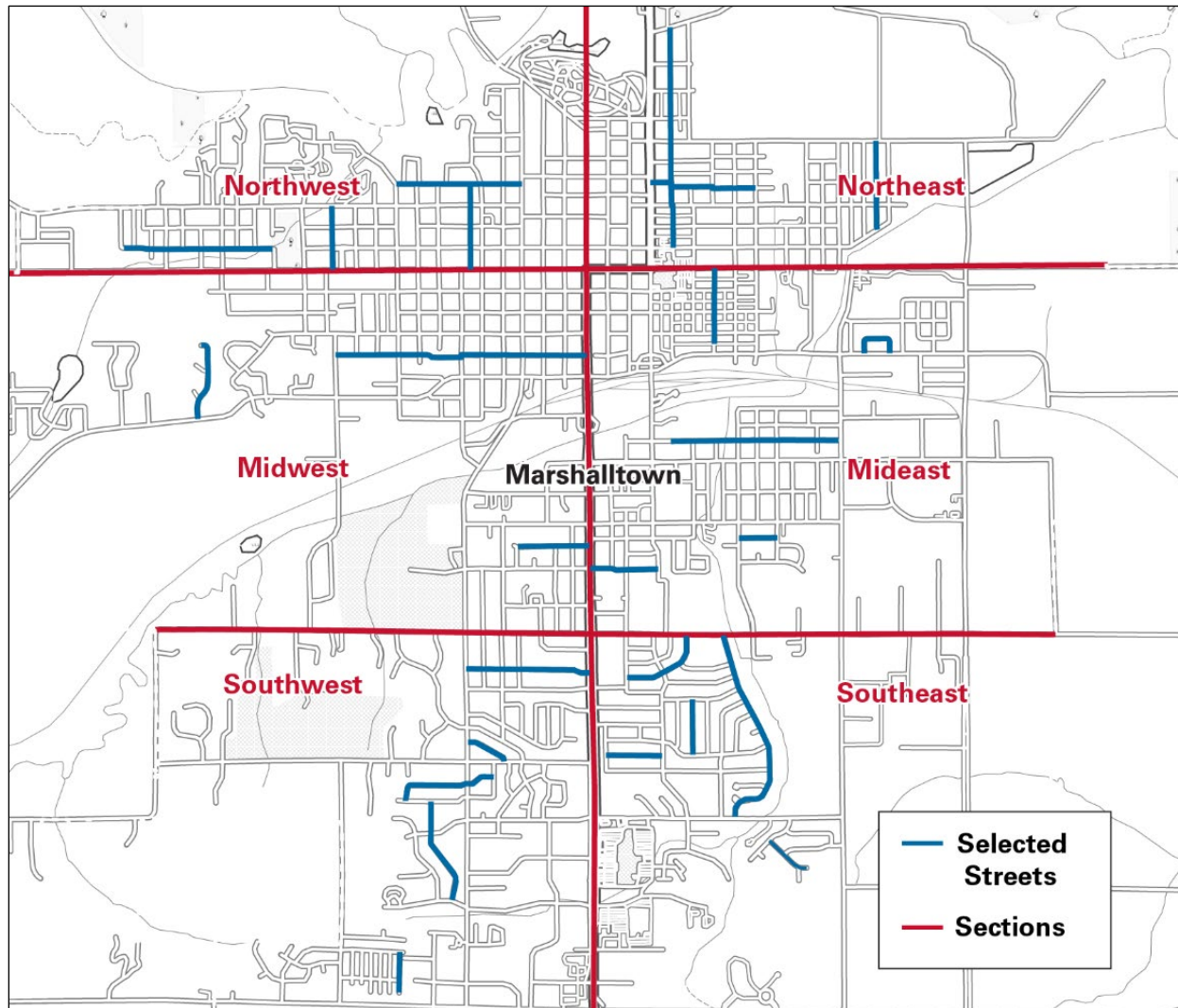
https://codelibrary.amlegal.com/codes/marshalltown/latest/marshalltown_ia/0-0-0-18605

Appendix H: Marshalltown Betterment Task Force

“Keep Marshalltown Beautiful Plan of Action and Report”. January 2008.

<https://www.marshalltown-ia.gov/DocumentCenter/View/538/Keep-Marshalltown-Beautiful-Plan-PDF>

Appendix I: Windshield Survey Map



Appendix J: Nuisance Abatement Best Practices

Mickey Shields. "Nuisance Abatement Best Practices". April 2, 2024. Iowa League of Cities.
https://region12cog.org/wp-content/uploads/2024/04/NuisanceAbatementBestPracticesRegionXII_4-2-2024.pdf

Appendix K: City Garbage and Junk Removal Programs

Ames, IA – Rummage Rampage

<https://www.cityofames.org/Resident-Services/Sustainability/Rummage-RAMPage>

Des Moines, IA – SCRUB Events

https://www.dsm.city/departments/public_works/garbage_recycling/scrub_events/index.php

Salt Lake City, UT – Call 2 Haul

<https://www.slc.gov/sustainability/waste-management/c2h/>

Perry, IA – Residential Dumpster Sharing Program

<https://www.perryia.org/garbage-recycling.html>

Minneapolis, MN – Garbage Drop-Off Vouchers

<https://www.minneapolismn.gov/resident-services/garbage-recycling-cleanup/garbage/garbage-drop-off-site/garbage-vouchers/>

San Pablo, CA – Free Waste Disposal Program

<https://www.sanpabloca.gov/2509/Free-Disposal-Options>

Appendix L: Marshalltown Compost Facility

<https://www.marshalltown-ia.gov/334/Compost-Facility>

Appendix M: Marshalltown Code Chapter 91.020 – 91.026 : Open Burning

https://codelibrary.amlegal.com/codes/marshalltown/latest/marshalltown_ia/0-0-0-18415

Appendix N: Ankeny and Ames Recycling Contracts

Ankeny, IA Recycling Program

<https://www.ankenyiowa.gov/411/Trash-Recycling>

Ames, IA Resource Recovery System

https://www.cityofames.org/Resource-Recovery?utm_source=medium

Appendix O: Marshalltown Solid Waste Management Assessment Fees

Solid Waste Management Assessment- Commercial	51.001	Resolution	72.60	Annual - billed by waterworks
Solid Waste Management Assessment-Agricultural with a water meter	51.001	Resolution	8.40	Annual - billed by waterworks
Solid Waste Management Assessment-Industrial	51.001	Resolution	72.60	Annual - billed by waterworks
Solid Waste Management Assessment-Multiple Family Residential, per family unit	51.001	Resolution	8.40	Annual - billed by waterworks
Solid Waste Management Assessment-Single Family Residential	51.001	Resolution	8.40	Annual - billed by waterworks
Solid Waste Management Assessment-Trailer Court / each lot	51.001	Resolution	8.40	Annual - billed by waterworks

Source: Alicia Hunter, City Clerk

Appendix P: Ames Recycling Drop-Off Location

<https://www.cityofames.org/My-Government/Departments/Resource-Recovery-System/Recycling-and-Disposal>

Appendix Q: Recycling Education Website

Iowa City, IA

<https://www.icgov.org/government/departments-and-divisions/public-works/resource-management>

Spokane, WA

<https://my.spokanecity.org/solidwaste/education/>

Appendix R: Marshalltown Collection License Fees

<https://www.marshalltown-ia.gov/documentcenter/view/76>

MARSHALLTOWN WASTE MANAGEMENT SURVEY REPORT

October 2025

Laurel Waterman

Program Coordinator

Institute for Design Research and Outreach

College of Design

Iowa State University

This survey was conducted by the Iowa State University Institute of Design Research and Outreach and aimed to collect information from Marshalltown residents on their personal waste management practices and their opinions on improvements to the waste management systems in the city. The survey consisted of 13 questions and was open from July 2nd to July 17th, 2025. **960** people completed the survey.

Personal Waste Practices

The most common hauler used by survey respondents was Area Sanitation (37%), closely followed by Prairie Waste Solutions (33%). Moler Sanitation was used by 19% of respondents, with much less reportedly using LeGrand Sanitation (4%), no waste company (3%), or other (3%).

Figure 1: Which waste/sanitation company do you use to dispose of your household waste?

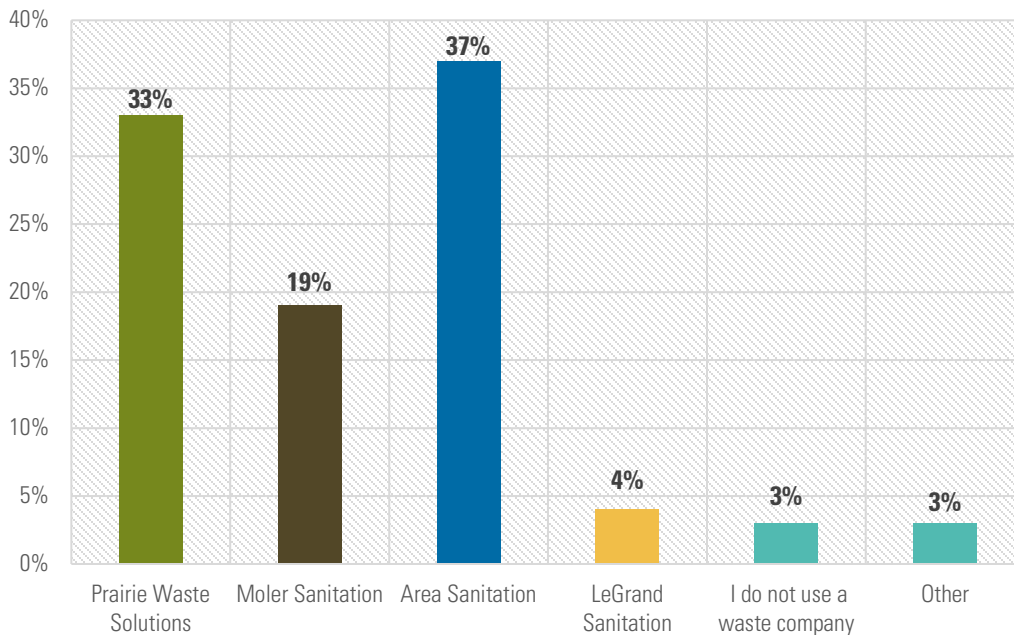


Table 1.1: Other

Response	# of responses
Stone	5
None of your business	5
My choice	1
I do not know	1
K&M	1
Whoever our apartment has	1

The reasons why respondents chose their waste companies are represented by the percentage of each company's customers that chose each reason. The most frequently reported reason respondents chose their company is due to its disposal prices and service quality, except for Prairie Waste, where only 18% of those respondents reported disposal prices as a reason. LeGrand Sanitation had a much higher percentage (30%) of its customers reporting a personal connection to the company, compared to customers of other companies. Moler Sanitation had a much higher percentage (30%) of their customers reported curbside pickup and a much lower percentage (12%) for driveway pickup as one of their reasons. Other reasons people chose their company included automatic switching due to their previous company being acquired, a desire for a small and local company, no specific reason, a lack of choice, etc.

Figure 2: Why did you choose this company's services?

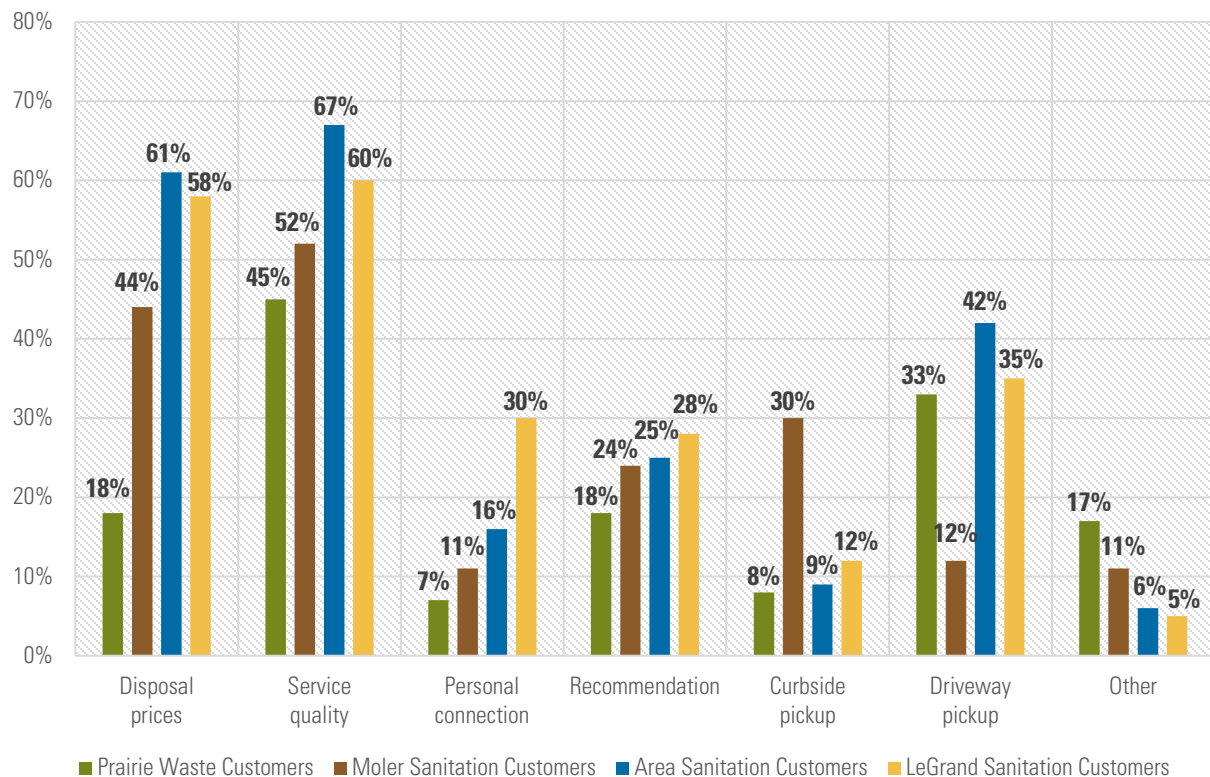


Table 2.1: Prairie Wast Solutions- Other

Response	# of responses
Past company sold, so switched over	13
Been with them for a long time	8
Starting to not like their prices and/or services as much	3
No specific reason	3
Previous owners had them	2
Recycling	2
Condo/apartment	2
Chose the same as all our neighbors	1
Rural availability	1
Required by HOA	1
Modern website and pay options	1
Only company available at the time	1

Table 2.2: Moler Sanitation- Other

Response	# of responses
Ferch to Moler	5
It is a local company	2
Trash can sizes	2
Provided a bin	2
No specific reason	2
Only company available	2
Web portal	1
Landlord's choice	1

Table 2.3: Area Sanitation- Other

Response	# of responses
Locally owned, small business	4
Landlord's choice	3
Good impression of staff	3
No specific reason	2
Took over past business	1
Alley pickup	1
They give back to the community	1
Accessibility	1

Table 2.4: LeGrand Sanitation- Other

Response	# of responses
Recycling	1
Only one company available	1

When asked about the difficulties they experience, the most common response was 'none' (32%). However, the majority of respondents did report experiencing a difficulty, with the most common being high disposal prices (28%), followed by difficulty dropping off at a waste center (19%), physical difficulty picking up or moving waste (13%), difficulty sorting recyclables (11%),

difficulty organizing a large waste pickup (10%), and other (7%). Other difficulties included the lack of a compost pickup option, struggles with curbside pickup, and keeping lids on garbage cans, among others.

Figure 3: What difficulties do you experience when disposing of your waste?

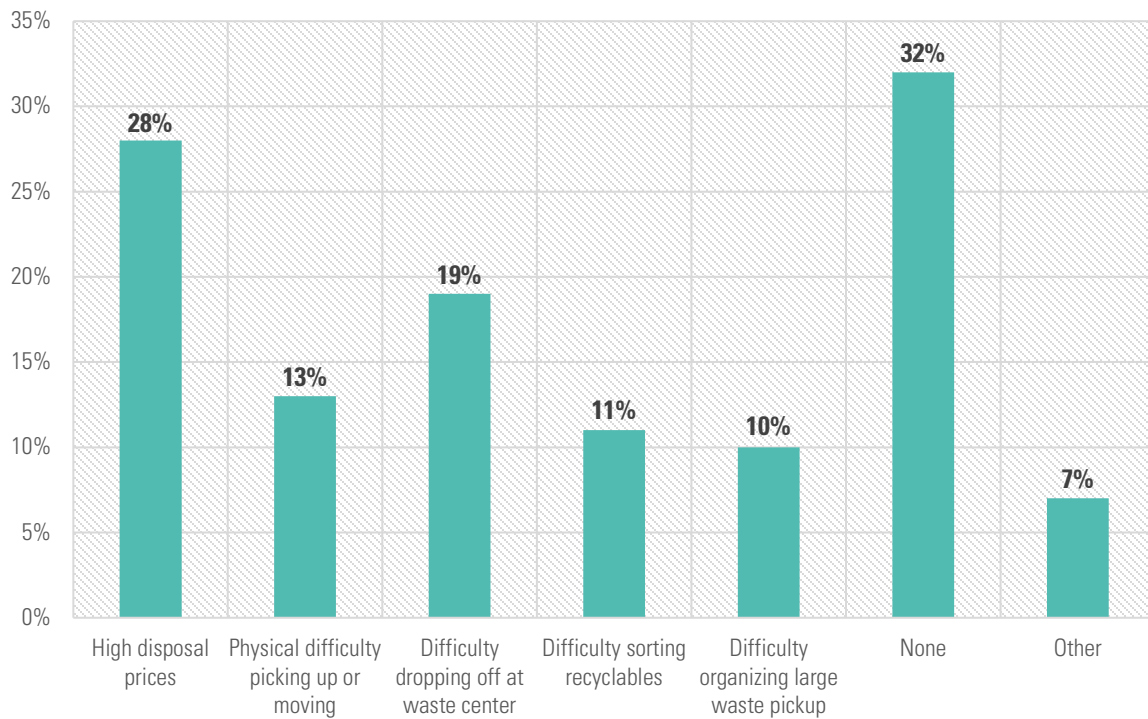


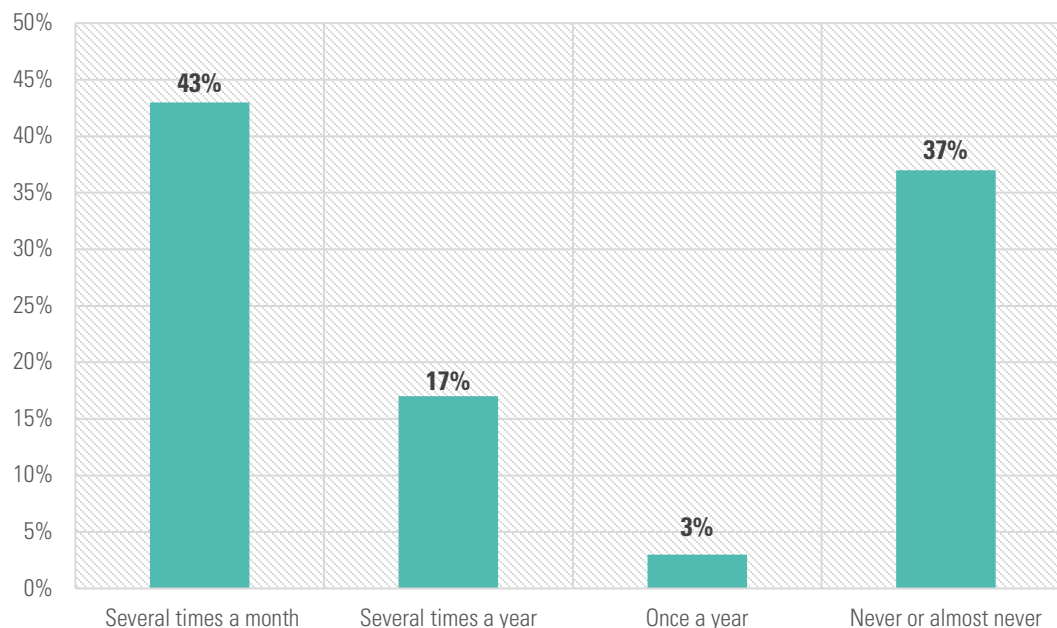
Table 3.1: Other

Response	# of responses
No compost pickup	5
Have trouble with curbside pickup	4
Keeping lids on cans	3
Wish Area offered an online payment method	2
Not knowing time up pickup	2
Recycling is not offered	1
What to do with cardboard	1
Remembering trash day	1
Compost hours	1
Recycling bins are too small	1
People at can recycling are rude	1
Unprofessional tossing in bins from garbage men	1
Other people disposing of their trash at our business	1
Road damage from multiple waste services	1
Decrease in service quality from Prairie Waste	1
Too many garbage trucks	1
Yard waste disposal	1
Late bills	1
Don't know our prices compared to other companies	1
Lack of well-planned community clean up days	1
Some items not accepted at landfill	1

Overregulated	1
Recycling man dropping glass bottles at end of the driveway	1
Not knowing if waste companies take sharps containers	1

Most respondents either use some sort of recycling service either several times a month (43%) or never/almost never (37%). 17% of respondents reported using recycling services several times a year and 3% reported using them once a year.

Figure 4: Approximately how often do you use recycling services (either drop-off or pick-up)?



43% reported experiencing no difficulties when recycling; however, 44% reported having at least one difficulty. The most common difficulties are inconvenience (17%), high recycling prices (16%), difficulty dropping off large recyclables (11%), difficulty sorting recyclables (11%), unfamiliarity with how to recycle (5%), other (4%), and waste companies not offering recycling pickup (2%). Other reported difficulties include the fact that not enough materials are accepted, their recycling bin is too small, they have trouble keeping the lid closed, there are not enough drop-off locations, waste companies do not encourage recycling, and they're unsure what materials can be recycled, among others.

Figure 5: What difficulties do you experience when recycling or trying to recycle?

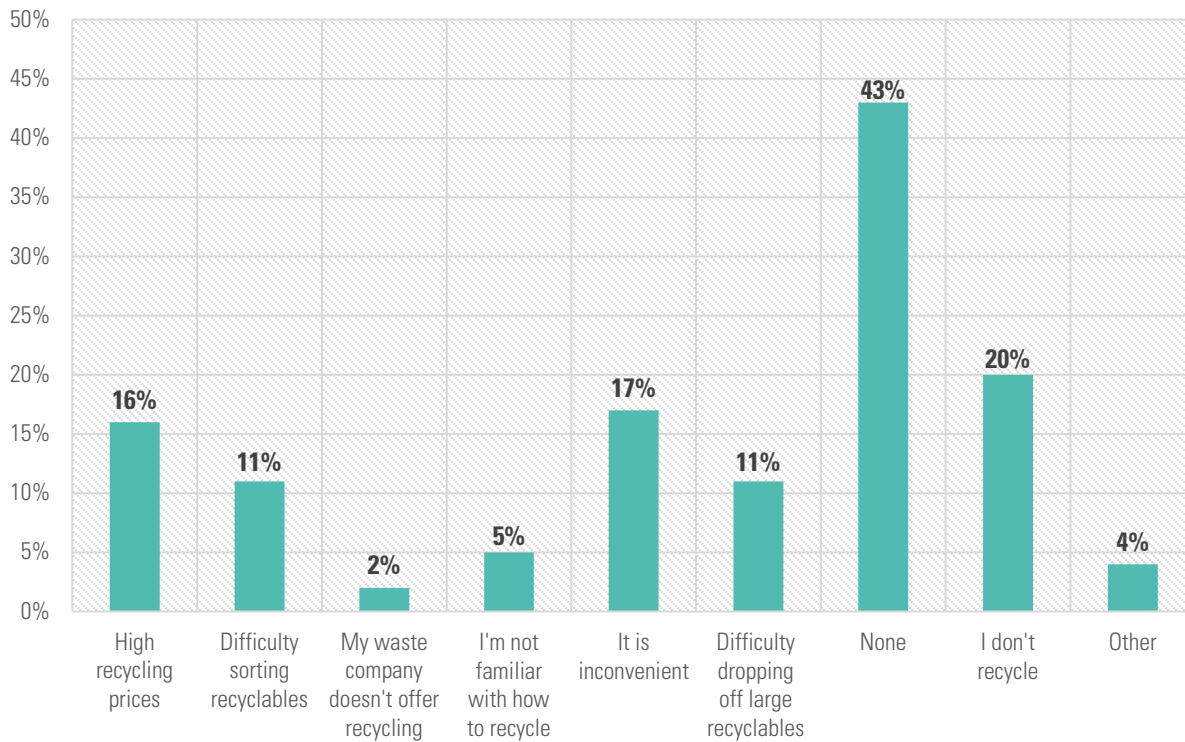


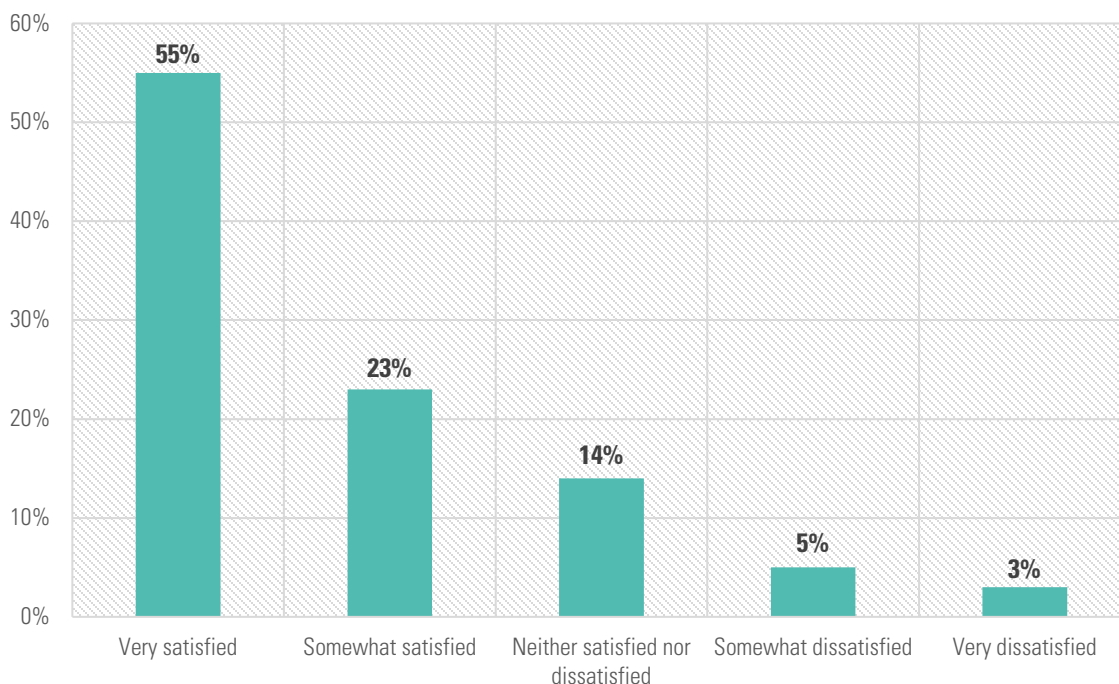
Table 5.1: Other

Response	# of responses
They don't take enough types of materials	6
Recycling bin is small	5
Trouble keeping lid on the bin	3
Poor drop off locations	3
Waste companies are bad at encouraging recycling	2
Not sure what materials can be recycled	2
Waste companies sometimes throw recycling in trash	2
Can redemption is challenging	2
Limit on number of tubs	1
Frozen sliding door in winter	1
Rude bottle and can workers	1
No place to take cardboard, paper, and plastic	1
Storing recycling in between trips to the landfill	1
Don't know where to take special recycling (e.g. electronics)	1
It is a scam	1
Only have a small amount of recycling, sometimes none	1
No compost option	1
Don't know prices compared to other services	1
Parking at redemption center	1

Citywide Waste Management

The majority of survey respondents reported being very satisfied (55%) with the waste management services in Marshalltown. 23% reported being somewhat satisfied, 14% neither satisfied or dissatisfied, 5% somewhat satisfied, and 3% being very dissatisfied.

Figure 6: How satisfied are you with the available waste management services in Marshalltown?



66% of respondents reported at least one concern regarding current waste management in Marshalltown. The most common was high disposal costs (25%), followed by waste or junk in yards (23%), littering (22%), not enough recycling or composting efforts by residents (18%), visible garbage on curb (14%), other (12%), and too many garbage trucks driving through neighborhoods (8%). Other comments reported the need for the city to stay uninvolved, issues regarding composting, and that they don't like the curbside pickup option in town, as well as the lack of yard waste or bulk pickup, among others.

Figure 7: What are your concerns regarding overall waste management in Marshalltown?

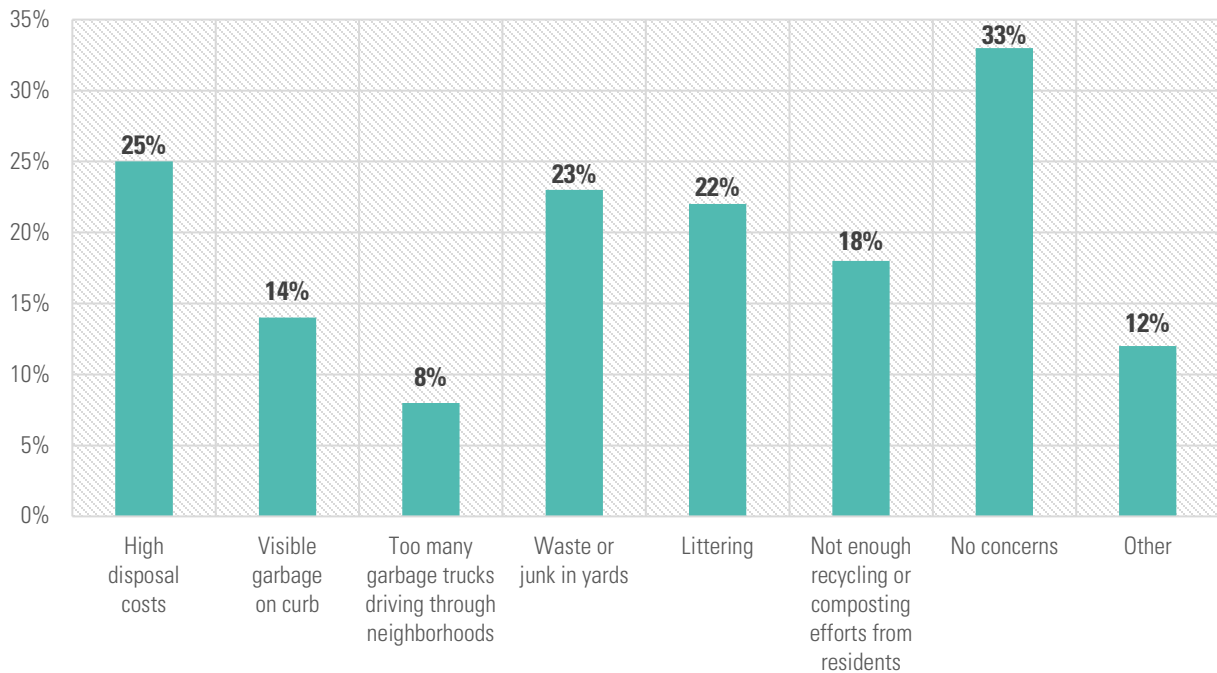


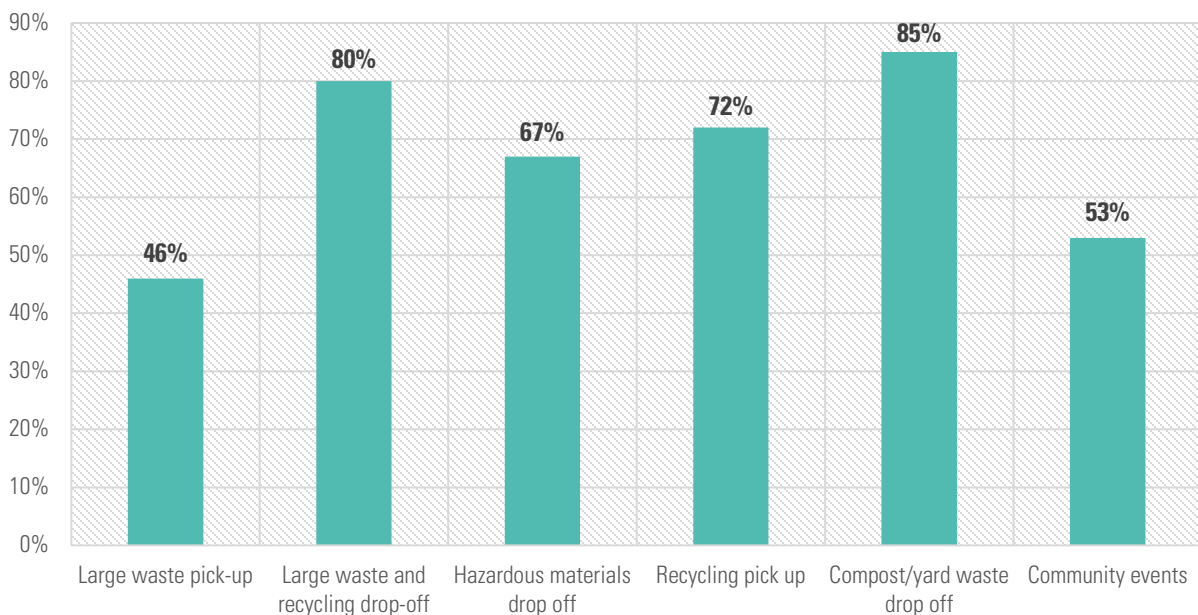
Table 7.1: Other

Response	# of responses
City needs to stay uninvolved	12
Compost prices	11
Compost hours	10
No convenient compost options	8
Don't like curbside pickup	6
No yard waste or bulk pickup	4
Lids on curbside cans don't stay on during wind	3
Garbage truck damage to streets	2
Overflowing cans	2
People dumping garbage places	2
No convenient recycling drop-off	2
Nuisance and waste ordinances not enforced	2
Not enough materials recycled	2
People don't take cans back to their house	1
Pickup is too early	1
Downtown trashcans are not emptied	1
Several trash days in neighborhood	1
Burning period for yard waste	1
Odor from raw garbage	1
No aluminum or glass recycling at apartments	1
Should be able to take to the dump myself	1
Garbage trucks turning around in private driveways	1
Not having a choice in my waste company	1
Lack of service	1
Garbage on ground from automated trucks	1
County landfill overcharges	1
Everyone should have to recycle	1

Bottle redemption location is not ideal, and hours are inconvenient	1
Uncovered vehicles going to landfill on Lincoln Way	1
People illegally burning	1
Businesses are not recycling	1
Rodents/pests	1
Prairie waste trucks are too big and block streets	1
People who don't use waste services and store their trash	1
No yard waste days	1
Plastic shopping bags littered	1
Banning small pickup trucks for trash pickup	1
Dumpster diving	1
Not everyone is treated the same for property citations	1

The large majority of respondents are aware of the compost/yard waste drop-off at the Marshalltown Compost Facility (85%) and the large waste and recycling drop-off at the Marshall County Landfill (80%). A bit fewer were aware of recycling pickup by waste companies (72%) and hazardous materials drop-off at Marshall County Landfill (67%). The least known services were community events (53%) and large waste pickup by waste companies (46%).

Figure 8: Which of the following waste services in Marshalltown are you aware of?



Waste Management Solutions

74% of respondents reported at least one way that Marshalltown's waste management systems can be improved. The most common options were community cleanup and waste events (45%), followed by lower disposal prices (35%), collaboration between the City of Marshalltown and private waste companies (24%), other options (14%), and reducing the number of garbage trucks (8%). Other reported improvements were numerous, with the most common being the city staying out of waste management, followed by cheaper compost

services, more compost hours, affordable yard waste pickup, a free cleanup day, enforcing ordinances, cheaper recycling services, in-town recycling drop-off, more education on waste management, more comprehensive recycling services, and more.

Figure 9: What could be improved in Marshalltown's waste management systems?

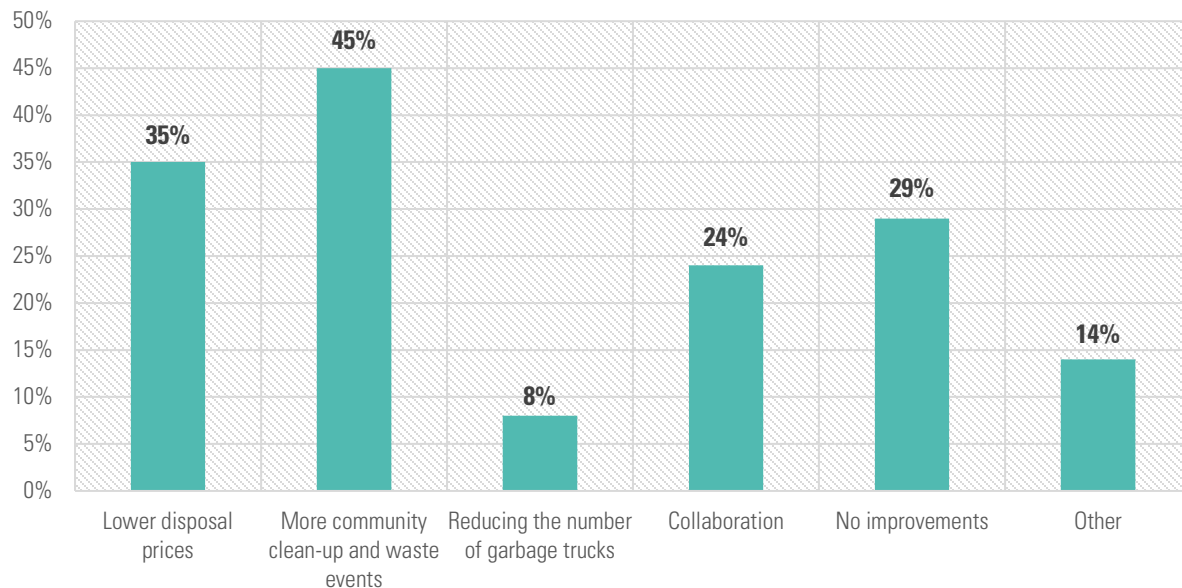


Table 9.1: Other

Response	# of responses
The city to stay out of waste management	23
Cheaper compost services	9
More compost hours	9
Affordable yard waste pickup	8
Free cleanup day	8
Enforce ordinances	7
Cheaper recycling services	6
Recycling drop-off in town	5
More education on personal waste management/ordinances	5
More comprehensive recycling services	5
No changes	4
Would like the city to take services over	3
Get rid of curbside waste	3
Pickup on the same day in neighborhoods	2
All properties required to have garbage service	2
Focus on fixing the roads rather than managing the waste industry	2
Make compost part of the utility bill	2
Adequately cover loads headed to the landfill	2
Recycling containers need to be covered	2
Enforcement of recycling	2
Larger recycling containers	2
Have companies bid for geographic areas so there is no overlap	1
Free countywide central recycling drop-off	1
Oil recycling/disposal	1
Allow more recycling bins at landfill. Price per bin.	1

More education of community waste events	1
More kitchen compost services	1
Extended landfill hours	1
Make it easier for residents to dump at the landfill	1
Easier way to make payments than checks	1
More recycling by residents	1
Hazmat services	1
More can redemption options	1
More communication and understanding of derelict properties	1
Permit use of smaller garbage trucks	1
Assist companies to invest in sorting recycles	1
Provide curbside bins	1
Hazardous waste events	1

The majority of respondents (66%) believe that the City of Marshalltown should leave waste management to residents and private companies. 21% of respondents believe that the city should provide incentives and funding for expanded and more efficient services, 18% believe that they should set and enforce stronger regulations and standards, and 12% believe that the city should take full responsibility for all waste management services. Other responses suggested that the city should focus on enforcing existing ordinances, providing education on waste management practices, and more.

Figure 10: In your opinion, what role should the City of Marshalltown play in addressing waste management issues in Marshalltown?

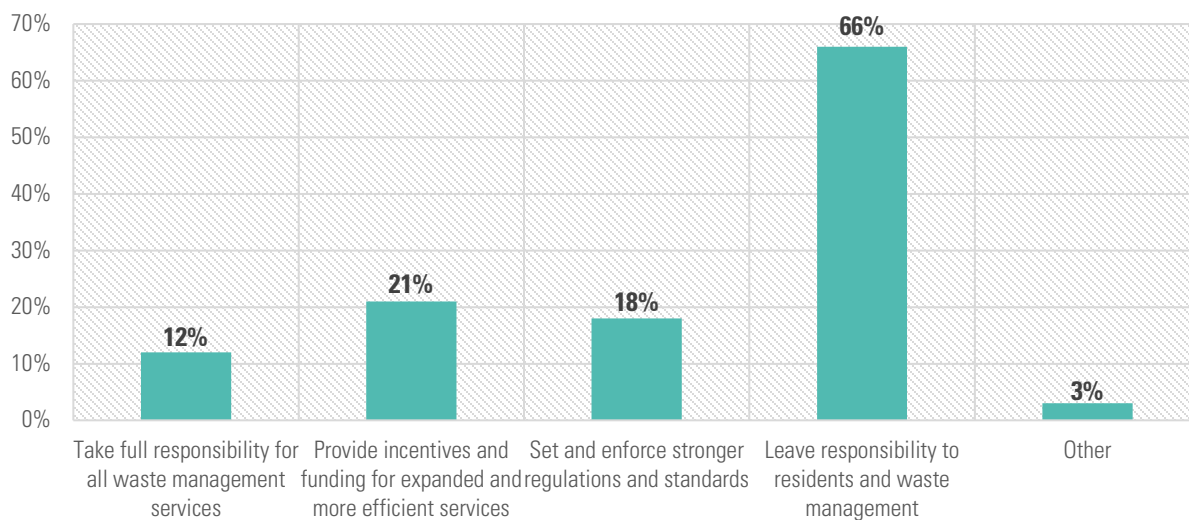


Table 10.1: Other

Response	# of responses
Enforce current ordinances	13
Provide education on waste practices	2
Provide options for those who need assistance	1
Keep city and downtown properties clean	1
Get more people to recycle	1

Figure out most efficient combo of services	1
Reduce garbage prices	1
Allow more waste companies in Marshalltown	1
Get rid of curbside waste	1
Pickup on the same day in neighborhoods	1

To encourage better household waste disposal practices, the most common responses were holding community events (51%), implementing stricter regulations (41%), offering financial incentives (37%), conducting educational outreach (32%), and implementing other measures (6%). Other responses included none, making recycling easier, reducing disposal costs, requiring properties to have garbage pickup, creating a list of waste information and resources, and others.

Figure 11: What do you think would be the most effective way to encourage better household waste disposal practices?

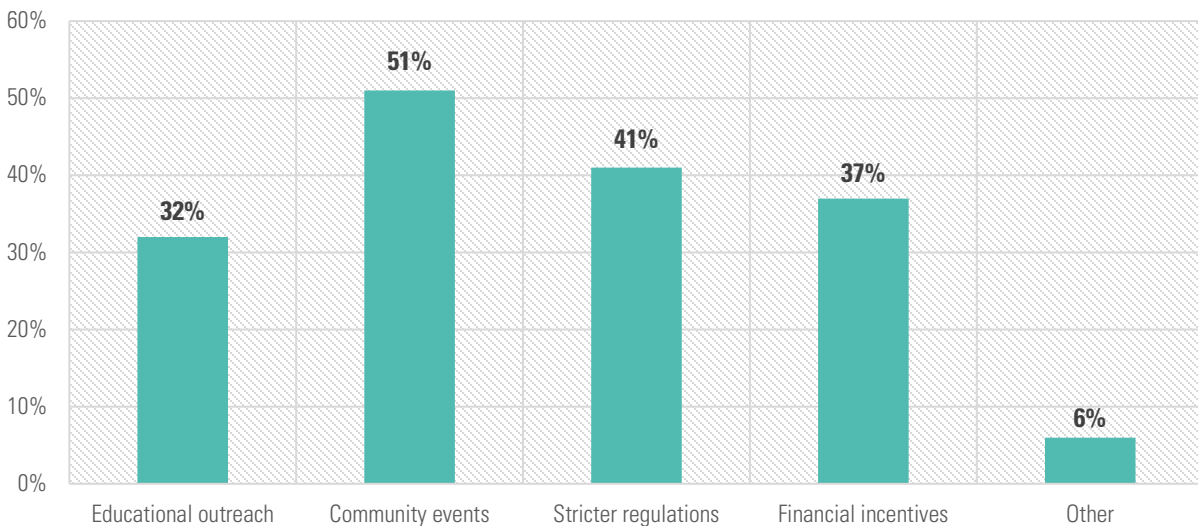


Table 11.1: Other

Response	# of responses
None	21
Make recycling easier	5
Make disposal costs cheaper	3
Require every property to have garbage pickup	2
Make a comprehensive and accessible list of waste information and resources	2
Make sure that ordinances are enforced consistently and fairly and in a friendly manner	1
Have the city take over services	1

Finishing Questions

Survey respondents were comprised of 42% from southwest Marshalltown, 26% from the southeast, 20% from the northwest, 7% from the northeast, and 5% that live outside of city limits.

Figure 12: Marshalltown Areas

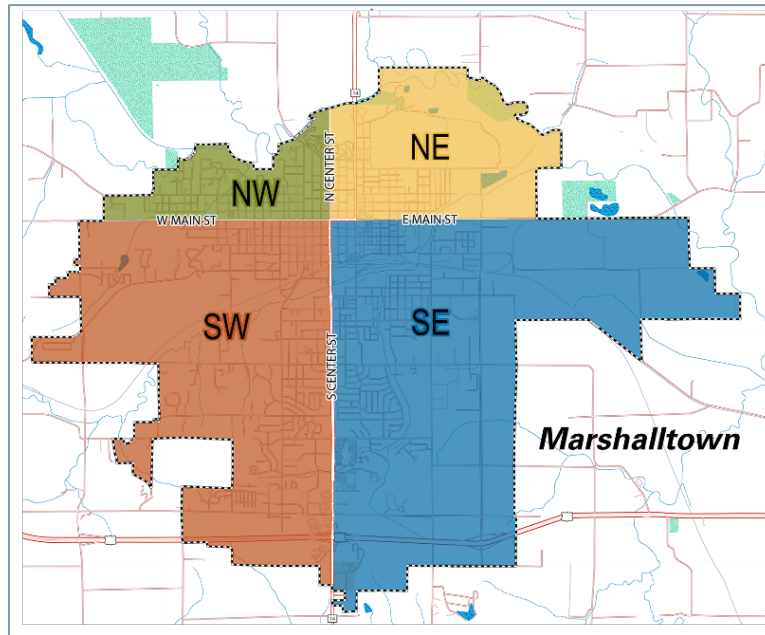
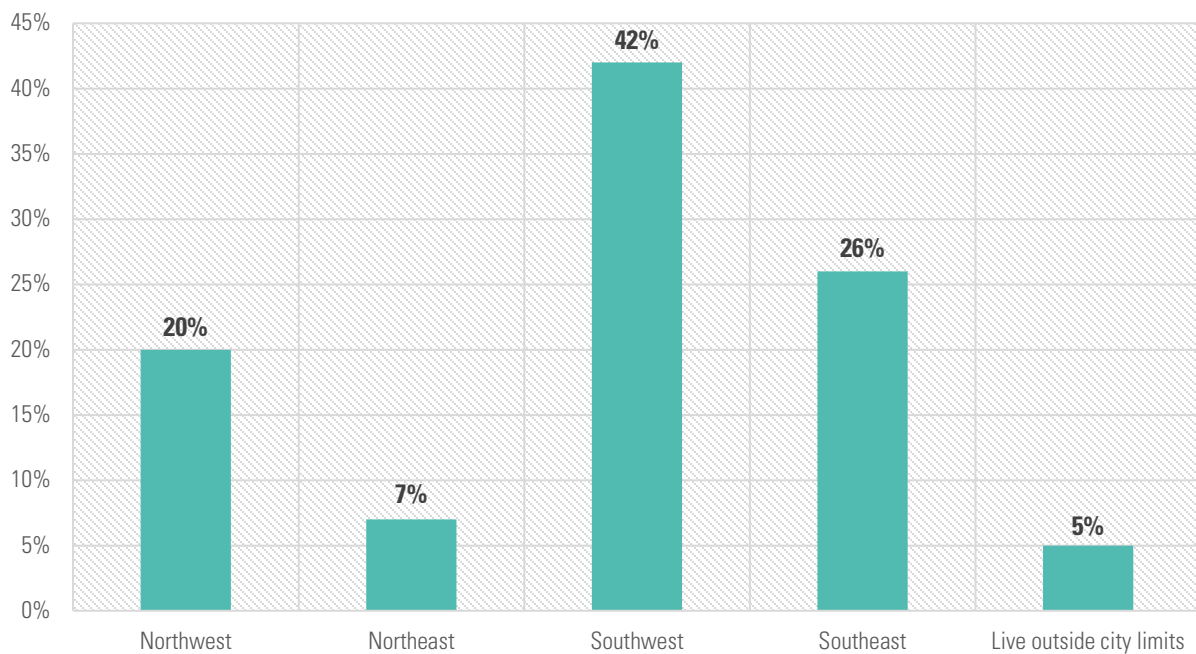


Figure 13: What area of Marshalltown do you live in?



Extra Comments on Waste Management

Free response comments discussed many different topics: city intervention in waste management (anti-city intervention, pro-city intervention, and miscellaneous): hauler services (critiques and positives): large waste and property waste (junk events, services, and assistance, waste on properties, code enforcement and fines, and required garbage services): city/government and funding (streets and miscellaneous): recycling: compost and yard waste: curbside/driveway pickup and trash cans: public waste and littering: education: and the landfill.

A large number of city intervention comments fell under the anti-city intervention category, with many respondents advocating for the city to leave the industry alone, allowing people to choose their own services, supporting current businesses, and letting the free market work. Many fewer comments were in favor of city intervention, with some discussing the city creating quadrants for same-day pickup, treating garbage as a utility, having companies bid, and making the service overall more efficient. Some comments were also mixed and did not fit neatly into either category.

Comments about hauler services were mainly positive, reflecting respondents' satisfaction with their hauler company. There were a few comments that made some minor critiques about the services offered and suggested ways to improve them.

For large waste and property waste, there were several comments regarding excess waste on residential properties, including suggestions on how to address it, such as community clean-up events and services, requiring residents to contract a garbage service, and increased enforcement of waste and nuisance codes.

There were several comments about the city and its government, including general complaints and criticisms regarding the city's decisions and funding, with many focusing on street repairs.

Comments about recycling highlighted the need for more people to participate in recycling. They suggested ways to make the process easier, such as offering lower prices, increasing the number of locations, and expanding the range of materials accepted.

Comments about compost and yard waste primarily focused on the need for expanded hours at the compost facility, lower compost prices, and the option for yard waste to be collected.

Some comments were made about either curbside pickup, driveway pickup, or trash cans. Some discussed their dislike for the curbside pickup option in town and their personal preference for maintaining their driveway pickup option.

The last three topics that emerged were public waste and littering, education, and the landfill. Public waste and littering comments discussed the current state of public property in Marshalltown and how it needs improvement. Comments about education highlighted the need for more information and encouragement for residents to manage their waste and properties properly. Comments about the landfill mentioned a few ways their service can be improved.

City Intervention in Waste Management

Anti-City Intervention

- The city needs to stay out of the private garbage business (x30)
- Let people choose their own garbage service (x17)
- Leave it alone/as is (x16)
- Marshalltown has more important issues to solve (x7)
- Free enterprise to stay alive. I use my personal because they are local, reliable, and provide trash can etc and a fair price. Not looking to switch. That money stays here.
- Let the small businesses be and stay the hell out of my money
- Stop wasting taxpayer dollars on a solution for a problem that does not exist.
- The city should not be in the garbage hauling business. Marshalltown cannot do it less expensive than current haulers. Ankeny, Des Moines provide services at 50 to 75 percent of the local cost here. Marshalltown will be higher than current pricing if they try to operate pickup services. If the city takes over the services, then it should be a not-for-profit org. Biggest concern is the city tries to use it to offset other budget deficits.
- This is a lawsuit waiting to happen. The city will be sued by multiple independent waste hauler businesses already operating within the city providing services the city is seeking to control as a profit center. The city is attempting to control a free enterprise business through regulatory control of independent businesses.
- Allow the market to dictate the price to keep government out of garbage. The government has enough garbage to deal with itself.
- The city needs to leave it alone. They have bigger issues, and don't need to stick their fingers in everything. This town will never be Ankeny, Ames, Waukee or any of the metro cities and towns. Get rid of public art and leave some stuff up to the residents
- When the city tried to control waste management before they were limiting the number of companies to pick up garbage. I am very worried that it will put small businesses out of business. It will also raise prices because you cannot shop around. This is what happened with internet when most people were stuck with Mediacom and they had very high prices and poor customer service practices. If we create a monopoly in waste management, the same thing could happen.
- Do not put a small business out of business.
- This country was built on Quality competition and keep as much government out of our lives as possible.
- City needs to focus on real problems like streets not who or what company is picking up garbage.
- Spend the money on road repair and maintenance, then the truck won't tear up the roads. Come on Mayor. This is not an HOA and stop treating us as such.
- I think the city should stay out of the Private Industry especially since they can't do the jobs they already have in front of them
- Taking away any free market will inevitably increase prices & potentially decrease the great quality of service we currently receive. No monopoly please!
- This is an issue that individuals feel they must meddle in, and these people have their own selfish agenda.
- I like having a choice. If I'm not happy with the service I receive I'm free to change providers.
- Don't destroy people's right to have a choice on how to manage getting their garbage out.
- City needs to stay out of trying to overreach into private enterprise. We shouldn't try to impose one service etc. ppl business are at stake and it's nice to have choices and good for competition. Stay out of the garbage business and worry about balancing the budget
- Let free enterprise and industry competition do its thing.
- Competition leads to the best service— gov't should stay out of this business
- Leave garbage collection alone & fix the streets!!
- Leave the trash service in private enterprise hands. M'town tried this before, and the people made it clear they don't want it changed

- The audacity of government to attempt to insert itself into a functioning system in an attempt to “improve” it is breathtaking. Leave law abiding private enterprise alone!
- Requiring city service or a certain company would be an overreach of city govt
- Please leave the private company waste services alone and let the free market work. They do a great job, and the city does not need another large line item in the budget for garbage service. That would lead to much higher property taxes and inefficiency.
- Don't try to take over everything for taxpayers
- Fix our streets with that money you collect from these trash services. Marshalltown is the only community around that tells us what we can and can't do with our own dwellings. When they want to stop collecting taxes on OUR land, then they can tell me what to do. Leave the garbage services as they are!
- I strongly believe that if the city were to take over this service it would be bad for the citizens.
- The way it is now if my bill goes up or I have issues with the provider. I can negotiate or switch to a different provider.
- If the city takes over the service, it becomes another government monopoly, and the citizens lose all options. And everyone knows how hard it is to deal with the city.
- The city would just jack up the prices and not care about the people in this town who have no money. All the city does is raise prices and taxes.
- Moler sanitation is fantastic. I've lived in cities where the garbage collection is managed by the city and it is more expensive, less efficient, and loss of personal service. I love that there are several garbage companies-Competitive pricing. I have switched companies due to cost and whether or not they offer recycling. They work hard to keep me as their customer.
- Let us choose our own waste mgmt company. I've had city service for waste mgmt before in Marion, Iowa and it was terrible. Since they were our only option, the service became progressively worse.
- LEAVE IT ALONE! CITY OF MARSHALLTOWN AND COUNCIL MEMBERS NEED TO STAY IN THEIR LANE, MAYBE FIX THE STREETS OR SPRAY FOR MOSQUITOES
- While a unified Citywide service that streamlines everything would be nice. I wouldn't trade my current service for it. One of the things that makes Marshalltown great is the local personal service. Including our garbage man. I even heard a story from a friend who lives on the northwest side of town who happened to fall, and he could hear her screams through the window and helped her. You don't get that kind of small-town care with a large truck where the driver never leaves the truck.
- Things need to be left alone. Everything and each company are doing great work.
- Don't choke out free market. I don't understand why you wouldn't just charge a fee like towns do when someone doesn't mow and the town does it for them. Also, the roads are shit regardless of what vehicles drive on them. If anything, plows are the reason why the roads are messed up
- I have no problem with our regular garbage collectors. They've all been very good and professional. I don't want to see this company jeopardized because of the City of Marshalltown trying to manage everyone's trash. This is a family-owned company. Leave it be, PLEASE!!!
- Please do not have the city take over the garbage services. We have had issues with a garbage service in the past (missed pick up, hit our vehicle then refused to let the police on their property to check the truck). We choose to use the company we use because of customer service and price. Would the city then take responsibility for the company's behavior? If we no longer have the right to choose the company we want or be able to choose another company if we have issues with the one we are assigned, it sounds like a lose lose situation for everyone.
- Please keep the city's hands off waste services except for specialty services. We don't need a contracted company making their own rules for everyone and increasing prices. Keep it as is.
- The city should stay out of waste and recycling. They can't handle the services they are supposed to be responsible for now
- It will be a financial burden for the city to get involved in waste disposal. We live in a low-income community, and the city gets plenty of money to fix the roads. Manage the budget better

- Leave it alone. I pay a reasonable amount every other month. Close to 50 bucks a month. Which is doable. Don't mess with something that's has been working.
- Keep your hands off a private business! Greer does not need to ruin this tax paying entity like a Democrat would!
- The only way the city is going to see any increase in revenue is for the rates to go up i.e. more money out of my pocket and how is the garbage going to get lighter? It is the same garbage in less trucks so in reality those trucks are going to get heavier, as one of your talking points is too many trucks so one of the goals of this plan is fewer trucks which means they will have to carry more trash i.e. more weight per truck with a much higher likelihood they will exceed max weight due to getting as close to the weight limit to reduce trips to landfill. Also, most people don't see the garbage trucks in their neighborhood because they are at work while they are running routes.
- Area sanitation are the nicest people around and passionate about helping people. They should be helped by the city, not shoved out or replaced.
- I won't use any other service. I will be sticking with Area Sanitation. If something should happen that the city chooses to remove that option, I will haul my own trash to the landfill. These smaller companies work to feed their families. We should be supporting them, not endangering their livelihood. We should be proud to have them and grateful that they chose Marshalltown to serve.
- Area sanitation is the absolute best, to consider one company over all of Marshalltown is absurd.
- The city of Marshalltown needs to stay out of trying to manage the garbage service in town and instead need to focus on what they already do to be more effective, reduce costs, and treat people more fairly and not just the people the city plays favorites due to personal relationships with city officials and council members.
- Leave the garbage to the people and the haulers, keep the city out of it. City just wants the \$\$\$\$
- I like my garbage company. They're a family-owned business. Marshalltown does NOT need to be like Des Moines in having just one company do it all. I work down there, and most people aren't happy with it.
- I think having the city tell the residents who they are to use for garbage pickup will make the price skyrocket. I don't want to have to put my garbage on the curb.
- I have lived in cities that have had both municipal and private waste haulers. Marshalltown's private system is excellent the way it is. Plenty of competition keeps prices low and service high. Very satisfied with my current private hauler.
- If the whole waste management system was being developed today, a city provided service would make sense, but we now have 4 companies that have invested into their business. It would not be fair to put them out of business at this point.
- The government NEVER handles trash removal better than our current providers can. The \$ spent on this study so our socialist Mayor can use it to expand his ideas is a WASTE.
- The city needs to stay out of garbage business. We do not need any larger government or increase of government management. Mayor J.G., Marshalltown is not a HOA and we do not like you trying to build an entire city-wide HOA. Leave it alone!
- I support small local business. Please stop taking away opportunities for local businesses to grow and prosper.
- We don't need one hauler to pick up all of Marshalltown. Keep the competition with private companies. We already have bad streets, going to one hauler isn't going to improve the streets.
- Blaming garbage trucks damaging our city streets is a farce. It's just a way for the city to take over our garbage pickup and as one person said in the TR article it would put them out of business. Anytime you get the government involved in anything you have a mess. Leave well enough alone!!!
- I prefer having the choice to decide what company I use for my garbage and recycling services. I believe locally owned businesses, whatever they may be, are beneficial to community.
- The city needs to let these people do their jobs and not try to run everybody out of business
- It is also a shame for the city to even consider putting private garbage haulers out of business! We've had the best service with the one we use!

- Do NOT put hauling companies out of business! The city should NOT take over hauling. There should never be a monopoly of hauling and recycling. Take responsibility for maintaining the streets and stop blaming trucks for damage
- Keep the market open. We are VERY satisfied with the price and service we currently receive. Keep competition alive and don't put the smaller providers out of business. Marshalltown has more important issues to solve than this.
- Not in favor of Mtown contracting with a large, out of town, sole provider of services that would ultimately lead to homeowner forced curbside compliance. Not really feasible in many areas, especially Southwest area with large lots & long driveways; i.e. West of 6th street
- We are very happy with Area Sanitation as our waste disposal provider and will not be happy if our government affects their services
- I really like our garbage service. I think it would be very unfair to the companies to take away their business and make it a citywide company. I don't think the city needs to worry about trash pickup when we have great companies that are already doing it. No reason to add that burden to our city employees.
- City's job is to set regulations and enforce them, not necessarily to take over.
- Let the free market work.
- Garbage trucks going down the street are no worse than all the delivery trucks every day, Leave the system as is, no need for change.
- If the city takes this over the family companies will end up closing. People will lose jobs. May cause people to stop using garbage pickup. I would have a hard time getting the garbage can to the curb. What about winter? How are we to get the can to the curb with snow plowing in every driveway? This would be a mess. I do not want the city telling me who to use for a garbage company.
- I do not want the City of Marshalltown to be responsible for garbage services. They need to be worrying about fixing Marshalltown streets!!!!
- I'm very happy with what I have. Not interested in city running it. This way I have control of who I use and the option to change if I want.
- Marshalltown can't figure out a budget to fix the roads let alone try and take on trash disposal.
- Shouldn't be controlled by the city, that will lead to bigger prices, so the city can use that for their "mess ups"
- Don't implement socialist ideals and create a city owned sanitation service, let capitalist entrepreneur businesses raise the quality of life for those of us through competition.
- Leave the free market alone! Everyday use of roads is a collective effort. Not just garbage trucks
- I've lived in communities with contract waste pickup, and I can say I'm happy with the way Marshalltown has been doing it for many years! Keep small businesses in your community. Keep the business competitive so they all strive to keep customers. Thank you.
- Let residents handle their own trash I don't want to lose Moler. I like my 50.00 every 2 months without yearly rate increases like the other companies.
- Leave things alone. Garbage trucks are NOT to blame for bad roads.
- Household weekly trash pickup should remain as is.
- We love Area Sanitation! Don't put our small business owners out of business. There are other ways to meet the city's needs than taking over garbage management.
- The way it has worked for years!!!
- I don't want to do anything that would cause long serving waste disposal outfits to reduce staff or close down, or needlessly overregulate start-up outfits that are trying to offer services. I'm all for a set of rules for safety and responsible disposal of waste, but not such that it would be a hindrance to companies and drive consumer prices up needlessly.
- City needs to stay out of it. Usually, government involvement leads nowhere positive
- City running garbage would be too expensive, new people would have to be hired, City already has enough challenges.
- I would like to keep our Garbage companies we have. They take care of our garbage services well.

- I believe garbage pickup should be left to the ones that have been doing it for years.
- Please do not take away my choice of waste removal services that are privately owned. I've had my service for as long as I can remember.
- Leave it alone. Does not need changed. City should stay in their lane. Nothing wrong with the way it is. This city is always trying to reinvent the wheel.
- Encourage to keep the pickup system we have in place. This provides the best option and service to its residents. Like the ability to be able to select my garbage contractor. Do not want city to control with city service as quality of service would not be as efficient and direct.
- I believe if the city takes over the sanitation services, the amount of trucks on the roads will NOT change.
- We need our local businesses to thrive; there's many families at stake losing their livelihood if the city takes over disposal.
- Please do not try to monopolize this. Let the small businesses thrive and continue to do the great job that they do!
- I enjoy having the freedom to pick my own provider. Competition offers better service and competitive pricing. If garbage service is controlled by a sole provider there is no incentive to offer quality service and no price controls. Monopolies rarely offer the best service for the best price. If we monopolize garbage services, the next step should be having all Plumbing, HVAC, Electricians, Appliance Repair, all contractors, ETC run by the city as well.
- The city does not need to be dabbling in waste management. The requirements of not putting garbage on the curb is ridiculous. Everyone who visits from out of town and hears about this immediately has so many questions as to why this is such an issue. The Cleaniac committee way back may have had some good goals at face value, but much of this serves to hurt the people who need help the most. Please just adopt some commonsense ordinances around this and leave the service to waste companies. And no, waste services using pickup trucks is *not* an issue you need to be taking up. Please run the city and don't worry about trying to rework services that every other city in the US does day in and day out.
- Do not mess with this system. Competition keeps prices down and helps small local businesses. I've lived in several communities where the city had a single waste management company and there were increases every year with no real ability to break the monopoly. Once a big company like Waste Management comes in, they will undercut local business pricing for a couple years then the prices will increase exponentially. Leave it alone and support small businesses!!!
- They should allow private companies to compete for the service
- Keep the city OUT of private business! Let private businesses do their job! They do it better than the city could ever think of doing. Stay Out of it!
- Private competition will keep prices down
- Leave the garbage services with TRASH services operate INDEPENDENTLY!
- Fix the streets & don't worry about putting people out of work!
- Stay out of small business, Put your money into the roads. If they were properly maintained and cared for the truck wouldn't be a problem. Marshalltown is not an HOA and stop trying to make it one.
- From past experience dictating which haulers are allowed never works!
- I want to be able to pick my own garbage company. I have been with the same company for 29 years. I want to remain with the same company
- I believe it is better for Marshalltown residents to have availability to choose their waste pickup service. Having a monopoly is never a good thing.
- I do not wish the City Council to determine who I use for the weekly trash collection/recycles.
- The decision should be left up to the residents. I don't want to be told who I have to use to pick up my garbage. Taking the garbage can to the curb will really hinder my ability to get rid of my garbage. I know I will be unable to move the can each week. and in the winter will be even harder. I like the fact my garbage company will come up my driveway and pick up my garbage. The city council needs to leave this alone. it will come with higher prices for garbage pickup and force many local garbage companies to close and many jobs lost.

- I have never seen the process improve when taken over by the government
- Leave it the way it is. The city needs to worry about fixing streets, etc.
- I don't believe we need the city controlling the waste management of the city. I prefer to see pickup trucks providing this service with less wear & tear on our disintegrating roadways. NO MONOPOLY!!!
- Don't try to control Marshalltown, most people follow the rules and the ones that don't need to be dealt with. Don't let all the rule breakers ruin it for the ones that follow the rules.

Pro-City Intervention

- Waste management should stay privatized with city input on areas of collection so we don't have 4 different refuse company trucks travelling on the same road daily. Smaller pickups should be allowed to further decrease weight on our road system.
- Same-day pick-up for entire quadrant of city would be great. It's hard work. Pay the workers well.
- Look at similar sized communities for examples, like Galesburg, IL. Well run, reasonably priced, two large pick-up days, convenient for all.
- Limit the number of companies licensed in the city
- Having three different companies pick up trash in my neighborhood on three different days every week seems inefficient.
- I've lived in much larger and much smaller communities throughout the Midwest. This is the only community where I've had to arrange for and contract for my own sanitation services. Come on Marshalltown: do better
- Many cities run the waste management with great success- garbage container, recycle container, compost container, we haul them to the end of the drive, they get emptied, we haul them back up. Everyone has garbage service. I lived in Iowa City for a year, and it worked well there.
- Divide the city up by companies so only that company can roll through the streets and not all of them.
- City of Marshalltown should take over waste management and recycling services
- We have lived in communities where different waste companies are assigned quadrants in town. It is SO much more efficient. Another option where we once lived was for the city to manage the service, and pick up in different quadrants/areas on different days
- The city must have strict guidelines to follow. Create the same pickup days for everyone in the neighborhood.
- Either city takes over or there are specific days with maybe 2 vendors max. Having someone in a van or some half- [redacted] truck pick up trash (which does happen) is an issue. I vote curbside pickup to drive adoption from suppliers of what you see when you go to other larger communities. We don't live in the county
- Too loose of regulation currently that allows the rules to be broken and too many vehicles on the roads. In addition, no synchronized days by area of town.
- I would like the idea of having my water bill be my waste management bill all included as one. It has worked at all of the other locations I have lived.
- I would love city collection
- Seems a city pickup would be more efficient
- Our city streets are in bad enough shape without several different waste management trucks driving on them.
- Best would be having a bidding war with one carrier winning. That carrier could use the automated curb pickups, with the proviso that, for people proven unable to get the container to the curb, the carrier would retrieve the carrier in an alley or driveway or doorstep.
- Other communities seem to have much more efficient methods. I realize those are municipal services. I know people in town that have NEVER hired a garbage service. They just throw their trash in park barrels, gas stations, etc. Which pretty much assures me they never recycle.
- Include weekly trash pickup and cost with water company utility bill

- Leave trash pick up as it is.
- Consider coordinating pick up days- I swear we see garbage trucks daily. Ames seems to have this figured out. Multiple haulers- but all pick up on the same day.
- Curbside garbage, recycling, yard waste option... City managed, and the cost should be part of the city tax plan- property tax adder.
- Having lived in Des Moines most of my life I am more used to the city being in charge of waste management. Trucks come into the neighborhood once a week. Billed along with water it was so much easier and cleaner with everyone having the same waste bin. Now it is so noisy with trucks almost daily going down the street.
- The ONLY thing I could see is garbage pickup on certain days of the week by neighborhood. Consolidated schedules to eliminate garbage trucks every day on the street.
- I'm generally against more government spending/regulations to solve problems, but many residents would likely benefit from assistance in paying for waste management.
- Marshalltown's waste management is very antiquated. Communities like Ankeny have one centralized provider. Large bins are provided for waste AND recycling with NO sorting of recyclables required. This encourages recycling!!! Both bins can be placed at the curb to be automatically picked up by the truck instead of required to be by the home. Pick up is all the same day based on sections of the town eliminating multiple trucks going down the same streets. Get with the times and advance us to 2025 instead of 1985.

Miscellaneous/Mixed Comments

- I believe the system that is in place now is effective, but improvements can always be made to make garbage and recycling more appealing for residents of Marshalltown.
- Instead, y'all need to focus on spraying the mosquitoes. Not only 6th/softball complex and river view park.
- I lived in an area prior to this in Wisconsin where garbage services were included in property taxes. I preferred that system but understand the resistance from current providers who are afraid of losing out on the business they've built.
- Also, city is aware of garbage haulers using regular trucks to do routes. This is outright against city ordinance 50.027(a) but refuses to enforce it!
- Consistency in what the haulers do. We have seen other people try and come into the Marshalltown area only to be denied. The city has an ordinance on how garbage is to be picked up by the haulers but chooses to make little agreements with certain haulers. One hauler uses two pickup trucks to pick up garbage from customers. This is not a sanitary practice at all. Garbage is not always dumped on the day it is picked up. How can the city deny other individuals from doing the same practice of picking up garbage with a pickup truck?? There was a lady in town that tried to do it and was abruptly shut down. Double standard as always in Marshalltown.
- Maybe do a city quadrant on different days but keep private garbage pickup. Now we have the flexibility to have pickup on different days depending on a schedule which is nice especially for senior citizens that depend on help of others. We do not want it managed by the city; they cannot even keep the streets in decent condition how would they do garbage too. They are more concerned about art!
- The issue with waste is that you have some areas of town that just don't care or can't afford to pay. If you're worried about garbage trucks ruining the roads because they're too heavy or blocking the roads, do you ever think about the city vehicles that do it too? Snowplows don't even go through my alley, and they scrape the road so badly that it has to be patched every year. The city vehicles block center street every time they water the plants in the median during high traffic times. If you plan on creating a monopoly with sanitation, then you need to set a limit on what you can charge a household. If you start low prices to get families to change then raise it after a couple of years of driving competition out, families won't be able to afford it and trash will be left out almost anywhere in the city.

- There will always be Folks who refuse to do what is right. A majority of Folks do what is right. Figure out what to do about the minority and leave the majority of the Folks to do what we have been. Leave it to Marshalltown to want to take away the income of self-employed, hardworking Folks.
- But there can always be changes made. Smaller trash companies do just as good a job as the bigger ones. My mother uses these smaller companies. As I hope to when we finally can get a house.
- This has been an issue for years in town. I was on city council for 8 years and a lot of ideas were hashed over, but it remains the same. 3 different haulers pick up on my block on different days. Based on popularity or friendship.
- I thank people who work for me. If I need something I ask for information. I learn & compare past and present histories. I look at other communities and what has occurred and is occurring. The city pushing a takeover, & citing streets etc. as motive is not justified, nor the first attempt, nor the only sector.
- I live in an apartment. I don't have a say who picks up my trash and don't care as long as I don't have to do it or pay for it.
- I have previously lived in communities where the services are provided citywide and there is no choice. I feel that in Marshalltown many residences opt not to pay for the service and end up dumping or littering. That said, we paid plenty in taxes and don't want costs to go even higher to cover garbage/recycling.
- Should also let the Drury's from Iowa falls come in town for another company to pick up trash as they support our community racing at the local racetrack often.
- I don't want anything to do with large outside Companies coming into Marshalltown.
- Don't bring outside waste management companies to Marshalltown. Let the companies we already have deal with it.
- Our community needs to maintain healthy competition among private haulers with proper incentives to help those who are physically unable to do it all themselves. Community fundraisers, and workdays would also be very beneficial and helpful for those in need.

Hauler Services

Critiques

- I wish private haulers would offer an every other week or once a month option. I live alone and do not need trash or recycling pickup every week. Therefore, it's more economical for me to just take my trash and recycling to the landfill once a month or every six weeks.
- We half fill a 20 gallon (yes, that small) with our weekly waste yet there are no provisions for providing such a small amount of waste for the landfill. Some neighbors overfill their 90-gallon containers. Our only option for a lower price was to hold the waste until we had enough to fill a giant container and call to have it picked up that week. Can you imagine the SMELL that would produce?
- Not a fan of some waste companies requiring to use their trash cans and having to pay a rental fee on top.
- I've been reasonably happy hauling our own trash and recycling for the past several months. It's low cost, I only pay for the # of trips I need to make, and I don't have to deal with calling Prairie Waste regarding missed pickups or terrible billing/statement practices.
- Do something about the prices
- Be cost competitive: Eldora, Conrad, Grundy Center, Whiten, Union.
- \$50/month for weekly garbage w/no recycling is over double the towns listed above.
- It would be helpful if there were companies that could help take items to their designated areas. Most people cannot afford to rent a truck or pay a large sum for hauling of the items.
- To increase efficiency, I would like to see pick up days be separated into recycling one day and garbage done on a different day.
- If possible, pricing to lower.
- Do whatever you can to keep costs down. As a senior citizen, I don't have ton of garbage.

Positives

- We have been using Area Sanitation, and they have an amazing service. Their prices are very affordable.
- I'm happy with my service, I do pick up every other day, I don't want change, been with area Sanitation for over 20 yrs
- We have used area sanitation for 22 years... I was unaware that there were any problems/concerns, because that's how GOOD THEY are.
- We are happy with Area Sanitation.
- Area Sanitation has been an awesome service for us!
- I am content with the services I have. I have medical deliveries, and they are great when I have extra that week in trash.
- I like that I can call area sanitation, and they will pick up extra garbage or large items and just add it to my bill.
- We love our garbage/recycling company. Been with them for years. Started with Ferch and now Moler, who Ferch sold to. No issues at all.
- I'm happy with my garbage company. I have now.
- Very satisfied with our private garbage company and love that we can shop around should we have any issues.
- I have used Prairie Waste for 9 years, and they have been outstanding. I like that they come to the house, as we have a long driveway. They drive to the neighbors behind us, and come through the yard to our house, which works well for all of us. Pickup at the house prevents our garbage and recycle from blowing across the neighborhood, as we have lots of windy days.
- No problem with my service.
- I am happy with my service.
- I like Area Sanitation. They take good care of their customers.
- Great service from our waste service provider. Generally happy with Marshalltown's waste disposal.
- I so appreciate our services with LeGrand Sanitation— they do an excellent job!
- Molar is the best and does the best! The rest have left trash on yards and in our streets
- I'm very happy with LeGrand Sanitation and want to keep them as my service provider!
- I am really happy with our current garbage pickup/recycling
- I appreciate private trucks offering services to pick up stuff I can't haul.
- They all do a good job.
- Area sanitation is the best service provider. Price is reasonable, always let us know if there will be a change in pickup day (holidays etc.).
- I think private garbage services do a good job
- I don't want to lose Area Sanitation! They are an amazing service. Very accommodating & friendly! Please leave the small business to do their job.
- I have lived here for 25 years and started out with Stone Sanitation/Prairie, when a neighbor told me she used Area Sanitation and was paying almost half of what I paid. I've been very happy with Area Sanitation in the 2-3 years I've been using them.
- Love Prairie waste solutions best garbage company
- Love that my garbage service picks up my garbage and recycles right outside my garage door.
- We have used Legrand for 25 years and have been very satisfied with their service and pricing. They take care of all our recycling except cardboard. Please don't mess with LeGrand Sanitation's service.
- Very satisfied with my waste management service.
- Fine with what we have now.
- I love Area Sanitation. Please don't do anything to negatively affect their business.
- Area Sanitation is responsive to our needs and requests.
- I like my hauler. His scheduled works great.
- Very happy and very satisfied with my current company. I also know my other choices, but I will stick with my current company. Community minded company and small business that I support.

- Why even think about changing anything! We have had outstanding service for over 49 years.
- Very satisfied with Moler
- We love our garbage service
- I am very satisfied with Moler Sanitation.
- I like my waste management company and don't want to change
- Leave Area Sanitation alone!! They are doing a great job
- As an elderly resident, I appreciate that Prairie Waste Solutions doesn't make me take my trash or recyclables bin to the curb for pickup. They come up to my driveway to collect it. I can also easily call them to arrange for them to pick up non-typical trash like mattresses, containers or larger items.
- I have no issues with Moler Sanitation and how we recycle with them.
- Very happy with the company I have. Fair prices good service.
- The private haulers, as service providers, do an excellent job. I congratulate them!!

Large Waste and Property Waste

Large Waste Events, Services, and Assistance

- Community disposal days for large items should be the only involvement of the city.
- more city cleanup
- I worked for the city when they had the city cleanup what a joke it turned out to be. Everybody saved their junk so somebody else could pick it up.
- City wide clean up days a couple of times a year where you could set out large items and the haulers or city employees would go through the whole town picking everything up at the city's cost.
- Offer citywide cleanup days
- possibly have (at a cost) a community cleanup 1 or 2x per year
- We used to have annual all day spring free cleanup.
- town clean up yearly
- just would really like to see the city pick up large items that we can't put in our normal garbage, once a year.
- No complaints, but it would be nice to have community-wide or zoned large waste days. I feel there's a large waste problem (appliances, furniture, large trash bags), that isn't addressed because residents don't have the flexibility, vehicle, etc. to go to the landfill to dispose of waste. So, it just sits at their residence.
- Add city wide clean up to make it easier for residents to get rid of larger items, along with household chemical pick up.
- It would be nice once every few years to have an event where we put big stuff to the curb and the city picks it up.
- Go back to a cleanup day with pickup
- Fines might or might not work given the people with trash in the yard can't probably afford trash removal. Reduced or incentivized trash pickup might be a better solution
- Monthly citywide cleanups where people can place nonworking appliances, tires, etc. on the terrace for pickup. Charge a modest fee if needed. Add it to the address tax bill. I've been looking at my neighbors' used auto tires placed on the creek bank since last fall. I am surprised and thankful they haven't been rolled into the creek by now.
- I being disabled cannot drop-off large items like old furniture and old long thin shop light bulbs. It would be nice if I could call and make an appointment for a home or curb-side pick-up.
- My biggest thing is wishing there were other opportunities or ways to get large waste like beds and furniture from residents without having to transport to the dump ourselves
- Assist in larger, more acute waste management.
- Provide options for homeowners that need help. Help provide more large waste removal events and litter clean up events. Brand it. You'll make money in the long run. Easy PR.

Waste on Properties

- More attention to piles of garbage on properties.
- Also, clean up properties, not only back yards and alleys but, also, even front yards.
- Being harsher on residents will be counterproductive. The end goal is better management and nicer looking areas, yes? Make it easier to achieve. You catch more flies with sugar, not salt.
- Dumpster behind the apartment between 4th and 5th on Main St, spews garbage all over the neighborhood on windy days, renters do not put their garbage in garbage bags.
- Junk collection going on in open spaces.

Code Enforcement and Fines

- Just enforce the laws on the books.
- Stronger enforcement of household garbage being piled near homes or properties
- Just enforce ordinances already on the books! Nuisance officer only responds to complaints even though while driving around he ignores obvious violations.
- Stop feeling sorry for people and start fining the property owners where their yards look like junk yards. Like the back of [redacted]. It is a total junkyard, go look at it!
- Just enforce the codes we have.
- The system we have now in place works. The city needs to enforce current requirements concerning junk and trash in yards.
- First making sure the city enforces the rules consistently across the city which they have failed to do in the past it was known openly that one nuisance officer did selective enforcement when her rental properties were open for rental in the areas surrounding them and after raising their professional standards they then need to be friendly and helpful before trying to bring a hammer and stand n raise the standard of conduct to ensure they have crossed theirTs and dotted their i's when they start legal action
- Enforce cleanup of nuisance properties!
- FOR THE PEOPLE WHO CHOOSE TO HAVE GARBAGE PILING UP IN THEIR YARD SHOULD BE HELD ACCOUNTABLE!
- Higher costs, fines and city-controlled services will not help the situation they claim to be discussing.
- Create fines for residents who do not promptly remove trash from their properties.
- Would like to see better enforcement of existing codes. Fine the violators.
- ENFORCE LAWS WE ALREADY HAVE IN PLACE AND KEEP UP THE GOOD WORK.
- Higher fines for those who DONT COMPLY in a timely MANNER with WASTE and YARD removal including "JUNK"
- try enforcing the rules already in place
- If policies already in place were enforced there should be no need for further regulations.
- More responsibility for residents
- Business owners should be given allotted timeframe for cleaning up property.

Required Garbage Service

- Make all property owners pay for garbage services the same as they do for sewer and water.
- Everyone should be required to have garbage service. This eliminates trash being dumped on roads, at business, and allows people to clean up their property'
- Make sure its citizens have garbage pickup.
- Penalize people not using garbage service.
- Eliminate people leaving trash piled up for months to take to the landfill because it's cheaper than having to pay a monthly service fee to a waste company. Maybe add the waste fee to the water bill or something similar, each waste service accepts the same fee, and the owner gets to pick the waste company.

City/ Government and Funding

Streets

- As far as garbage trucks on the streets, school buses go up and down my street 8 times a day during the school year. Which do you think does more damage?
- Spend money on streets—not garbage
- Don't blame the garbage trucks for bad roads...the city fathers have not done maintenance on our roads for over 25 years. [Name] was our last engineer who had a structure set up to resurface roads every year...other than State St and potholes, nothing but a skim coat resurfacing on 6th street has taken place. Our city gathers need to create a plan to fix so many streets annually...but it's been allowed to slack so long, you'll never catch up!!! Stop funding all the recreational stuff and get these streets fixed! We understand main st and state st are essential, but a 25-year hiatus on residential streets is long enough! Our crappy streets are no incentive to bring business and new residents to our city!
- Where does the road use tax go....
- Fix our streets. Stop wasteful spending of our tax dollars.
- This survey allegedly is trying to determine if better waste disposal exists. It seems that the city is implying that too many waste disposal companies have a negative impact on the roads. It is the City's negligence in maintaining roads and frivolously wasting taxpayer money.
- City council, stop trying to pass the buck. You have been given increased resources every year I've lived here, and the roads still suck. Do your job and stop trying to blame the free market. Your incompetence is the issue, not the trash haulers.
- I do not believe the garbage trucks are solely responsible for the condition of the streets, neglect and snow removal practices have to share some blame.
- If you are concerned about street damage, charge a fee (license) for running the business. Charge Kohler twice since they drive both directions every pickup day.

Miscellaneous

- Is this survey funded by taxpayers? If so, another waste, fraud and abuse by the City of Marshalltown!
- Our city is already broke! But Council members vote to fund stuff in the community that is not a high priority- bike path, splash pad, etc. How about our crappy roads??? Money was designated for those repairs years ago but did NOT get fixed. We decided to fund [redacted] that isn't really necessary. Splash pad right next to our aquatic center, that isn't always open because of staffing issues. Some people in the community want to draw people to move here.....people aren't going to move here with our crime/drug rate & mixed populations!
- Big government creates hate, distrust, and wasteful spending of taxpayer money.
- More meddling and wasting money.
- This is a waste of time and tax dollars
- Find something better to do. Leave this issue as is. You are wasting time and money.
- City council needs to quit spending so much money on surveys. We have a city admin that gets paid plenty and she doesn't do anything. Our city council people are like they are on a company expense account and not very responsible with our money
- Government destroys everything it touches because it faces no consequences from being wrong. their choices.
- The city government needs to focus on more important issues the citizens are concerned about. Take care of the streets, actually clean up nuisance areas, enforce parking regulations. Garbage services should be the least of their concern. Of course, having a democratic mayor he wants the government involved in everything. How about doing something about the stench from JBS I. Being on the far west end of the city, I shouldn't smell it. If something isn't broken, don't try to fix it.
- There are other important matters than waste management in my opinion
- Thank you for using this survey to improve waste management in our communities.
- Please, the city should not feel as if we are dealing with a HOA.

- I don't want the city council to tell me what to do
- Restrictions and ordinances by our ineffective city council. Wasteful spending on projects the citizens don't want.

Recycling

- A more convenient recycling center for dropping off items.
- Residents purchasing homes on contract, renters and commercial businesses should be required to recycle.
- Most of us would recycle if waste management didn't charge extra for it! Garbage pickup is bad enough without adding more for recycling!
- I would like more expansion of recycling services
- Too many different rules on recycling. Labels on or off cans? Types of cardboard or is it corrugated? Cards recycled? What plastics are not recyclable? Need some printed rules.
- Have a look at Des Moines. For their top tier recyclers, they get special recognition in the form of a different color recycling bin. Just a thought.
- Composting and recycling should be more user friendly without additional charges.
- Overall, a great landfill, however, education on recycling is always needed.
- Only wish there was an in-town option for recycling drop off.
- They do say that the majority of people do not recycle— not sure why, as they even drive a recycling truck to pick up recyclables! I think the two biggest problems in town are 1) People who just don't care or can't afford it... have garbage all over their properties, etc. I think getting to the root cause of the problem (financial, physical, lack of pride?) and assisting those households to be able to afford or be able to get rid of their waste is step one. Problem 2) Not many people recycle, so all of those items are ending up in the landfills. There needs to be more education on recycling and why it is so important for our community. Also, maybe some incentives for recycling so more people will want to do it.
- Need more enforcement of recycling
- Enforce required recycling
- I would love all cans and bottles (pop, etc.) to be included in recycling pickup. No more taking to redemption center
- Recycling is a joke, you shouldn't have to pay to recycle.
- Also feel that EVERYONE should recycle, not just a few.
- I thought recycling was mandatory but no one in my area recycles and the waste haulers pick up garbage with obvious recyclables in the garbage cans.
- Free recycling bins to drop off recycling would encourage more people to recycle
- More recycling bins need to be available in Marshalltown.
- Large recycling bins similar to the metro areas would be great
- Make apartment complex recycle
- wish that there was a place to drop off recycling as we recycle everything we can.
- Why does it cost extra money to recycle? If that was just part of the fee we pay, I would recycle all the time but if it costs extra, I won't.
- I am not aware of anywhere in town that will take cans and bottles for redemption beyond Walmart. I drive to take ours to Ames.
- I do think there should be an option for FREE RECYCLING like many communities do.
- Make it easier for residents to recycle items not picked up by their selected service.
- Make recycling easier
- Also, I would not recycle if have to take can to curb, since I am older and don't have a lot of garbage would put everything in the garbage can. Recyclables in landfill?
- Free recycling
- Recycling should have MORE INCENTIVES for the people who CHOOSE to participate!

Compost and Yard Waste

- I do not like the limited hours of our Compost Facility. I am 82 years old ^ I don't like my compost sitting in my garage for many days waiting for weekend service.
- The hours for the compost facility are also very restrictive.
- Expand hours at compost facility
- More compost hours
- Composting and recycling should be more user friendly without additional charges.
- Compost facility needs expanded hours to add a weekday.
- lower the compost fees they are outrageous
- Have better hours at the compost center and write receipts
- It would be helpful to add a compost pick up for residents. Not everyone has assets to bring yard waste to the compost facility.
- Compost free 5 days open.
- Help with picking up compost waste monthly
- Compost services plz
- Be like Ames and burn everything. Free compost facility for Marshall County residents! Show a DL
- Help folks out, to get rid of leaves, and compost items, from yards. If it wasn't so expensive to have hauled away, by someone, think more people would take pride in their yards. So many don't have the means, vehicle to haul away, or the money to dispose of.
- It would be awesome to have yard waste/compost pickup as well through whatever system the city comes up with. I would love to be able to pay to have yard waste regularly picked up and taken to the compost facility, since I don't have a truck to get it there myself and it is messy to put bags of leaves and such in my car.
- I do think the compost needs to be open more
- Work on improvements to the compost facility.
- It is a shame what the city has done with the prices to use the compost!
- Provide yard waste pickup
- Yard waste days where community members can fill the brown bags with yard waste (spring/fall) and companies come pick them up would be SO helpful.
- Compost should be open at least one day during the week. I Don't like waiting for the weekend to use this facility.
- Eliminate burn ordinance

Curbside/Driveway Pickup and Trash Cans

- I have a small garage and a narrow driveway. I put my bin right outside my garage door to be emptied. It would be difficult for me with snow to have to leave my bin at the curb.
- Leave pickup as is. Next to the house. Disabled and seniors struggle to get garbage to the curb and then get containers pulled back to the house, especially in bad weathering and in the winter
- I do not want large garbage trucks on the private driveway and will not take garbage to the street for pickup. It is too far to drag and impossible in the winter. I do not like seeing garbage on the curbs, making the city look junkie
- As a senior with some health issues, we can't lug a big container to the curb in icy/snow/cold, bad weather. I can't take a chance of falling. We picked our garbage service because of price, friendly and he is willing to come to the house and pick up.
- Waste should be picked up allies not on streets, where they have allies!
- Any ordinances need to include path for enforcement. I feel very strongly that curb side pickup is not a good solution. It results in garbage cans at curbs for extended periods and on windy days the cans are in the street.

- Seeing garbage cans on the curb is really an ugly site in our community. You see them all over town every single day. Never used to until Moler Started the practice even though the city had an ordinance against it. Instead of ENFORCING the ordinance, you allowed it to continue with no fines, just using taxpayer money to do a \$9000 plus study on how to change what worked fine.
- All should be required to have pick up near the house instead of at curb. In the 1990's we were told we had to leave by the house. Now the town looks very cluttered with cans everywhere 24/7
- Please leave it the way it is, senior citizens and handicapped people can't haul to curbs. Area will pick up in driveway. Let them continue service
- The garbage haulers that use the curb side. Make the neighborhood look trashy garbage blows out of the containers.
- I like my service and DONT any more curb containers they make the neighborhood look trashy and garbage blowers out
- Curbside containers make the neighborhood look trashy (pun intended)
- Curbside placement of garbage is disgusting & eyesore. Containers tipped over, blown into street, & left for days
- Our company picks up next to the garage so we do not have to. We like it as it is and do NOT want to put curbside!!
- Not everyone uses trash cans and there is no enforcement of it. Are trash cans required?
- Also, the large cans that can be picked up by trucks in other cities would make setting them on the curb more visually appealing.
- My husband and I are both in our late 70's and it's very hard for us to wrestle these new large garbage bins. Especially in the winter.

Public Waste and Littering

- Someone dumped a sofa in the ditch about half a mile from our place this week.
- The city should be held liable just as its residents for litter on city property.
- Do a better job and place more garbage cans in public areas, I am tired of seeing garbage around the community.
- Having Anson creek in my backyard is eye opening. It's used as a garbage dump by people upstream.
- Lincoln Way needs to be improved so that the garbage doesn't get bounced out of the garbage trucks and dumpsters.
- Since I live on W. Lincoln Way, I am very aware of the number of company trucks and resident trucks and trailers that travel to the landfill. It's extraordinary! Despite the signs and regulations requiring loads to be covered, my street is littered with items that have blown off pickups and trailers almost every weekend.
- Too much dumping of city owned garbage in parks and along roadways. We are not a dumping ground
- The place could be improved and be a better place to live.
- People digging things out of dumpsters is a problem.

Education

- Use outreach for various expectations of the different age groups. It is such a bother to guess what question to ask the internet to find local information. There are no directories of the services that are offered in our community like the phone book used to be.
- FACEBOOK posts on information and services available.

- Marshalltown needs a cleanup of yards. Decorative items in yards less is best! Fresh Paint on houses, garbage removal, and mowed grass are inexpensive ways to make Marshalltown's neighborhoods look better. Maybe education on what is expected with home ownership.
- Provide easier to digest information on waste disposal expectations.
- We need people to be aware of Keep America Beautiful. Abandoned properties are soon covered in recyclable waste, diapers, trash. Despicable. Citizen training.

Landfill

- Make it free for residents to drop off waste at the landfill with a property tax receipt
- My biggest issue is the landfill. I don't go because I have no interest in driving into the actual landfill. Just let people drop off into a dumpster near the entrance. The last town I lived in had a very nice transfer station.
- My opinion of the landfill, they do a great job and really take care of the land and facility
- Would like to have more days or extended hours for paint, household cleaners, pesticides disposal
- I Would like at least a month warning of free hazard waste drop-off weekends.

MARSHALLTOWN

I O W A

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

TO: Mayor and City Council
FROM: Heather Thomas, Public Works Director
DATE: October 27, 2025
RE: Functions 1030, 1040, 2011, 2012, 2095, 2900, 8016 Budget Analysis

The following functions within the General Fund have some limited revenue and/or expenditures from the Public Works Department.

- Function 1030 – Emergency Management
- Function 1040 – Flood Control
- Function 2011 – Sidewalks
- Function 2012 – Street Construction
- Function 2095 – Mosquito / Pest Control
- Function 2900 – Other Public Works
- Function 8016 – Sanitary Sewer

There are no personnel costs in these Functions.

Historical Expenditure Trends & Main Cost Drivers

Function 1030 serves as the location in which the city is charged an annual Marshall County Emergency Management Assessment, which is set by the Local Emergency Management Commission. The assessment represents approximately 94% of the expenses within this function and there is no revenue. In FY25, the assessment was \$37,812. Remaining expenses within the function include the electrical costs and minor repairs of the city's eight (8) tornado sirens.

General Fund 001 - Function 1030 – Emergency Management		
Fiscal Year	Total Budget (Net Expense)	Actual Expenditure (Net Expense)
2023-2024	\$ 38,211.00	\$ 37,764.16
2024-2025	\$ 40,194.00	\$ 40,226.36
2025-2026	\$ 42,083.00	\$ 547.11 (07/01 – 10/23)

CITY COUNCIL

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



Function 1040 served as the location in which the city charged a parcel that had impervious area a storm water charge. In FY24, the journal entries to apply storm water charges to the correct functions was not completed until after the FY ended; therefore, no expenses were shown in FY24 and two years' worth of expenses were shown in FY25. With Council's ordinance amendment exempting city/public parcels paying a storm water utility charge, this function is anticipated to no longer have any expenditures.

General Fund 001 - Function 1040 – Flood Control		
Fiscal Year	Total Budget (Net Expense)	Actual Expenditure (Net Expense)
2023-2024	\$ 56.00	\$ 0.00
2024-2025	\$ 99.00	\$ 98.40
2025-2026	\$ 0.00	\$ 0.00

In FY24, revenue was deposited into Function 2011 that resulted from interest that accounts receivable collected due to late payments on permits issued by the Engineering Division. This revenue is now deposited into the General Fund, but within the same function that the permits are issued in.

General Fund 001 - Function 2011 – Sidewalks		
Fiscal Year	Total Budget (Net Expense)	Actual REVENUE (Net REVENUE)
2023-2024	\$ 2.00	\$ 1.02
2024-2025	\$ 0.00	\$ 0.00
2025-2026	\$ 0.00	\$ 0.00

In FY25, revenue was deposited into Function 2012 that resulted from interest that accounts receivable collected due to late payments on reimbursement by a Developer for their portion of a private/public partnership where the City managed the construction of S 7th Avenue, south of Olive St.

General Fund 001 - Function 2012 – Street Construction		
Fiscal Year	Total Budget (Net Expense)	Actual REVENUE (Net REVENUE)
2023-2024	\$ 0.00	\$ 0.00
2024-2025	\$ 0.00	\$ 2,752.80
2025-2026	\$ 0.00	\$ 0.00

CITY COUNCIL

Melisa Fonseca, Barry Kell, Mike Ladehoff,
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Function 2095 is where the chemical for mosquito spraying is charged to, as it is not Road Use Tax Eligible. All equipment and labor for any mosquito spraying within the city is charged to other Public Works Funds/Functions. The city last purchased approximately \$6,500 in chemicals in 2021 and have been utilizing that stockpile and rejuvenating it since that time.

General Fund 001 - Function 2095 – Mosquito / Pest Control		
Fiscal Year	Total Budget (Net Expense)	Actual Expenditure (Net Expense)
2023-2024	\$ 4,000.00	\$ 0.00
2024-2025	\$ 4,000.00	\$ 0.00
2025-2026	\$ 2,000.00	\$ 0.00

Function 2900 serves as the location in which revenue is deposited into the General Fund from interest accounts receivable collects due to late payments on permits issued by the Engineering Division, as well as copy/printing charges for maps/blueprints.

General Fund 001 - Function 2900 – Other Public Works		
Fiscal Year	Total Budget (Net Expense)	Actual REVENUE (Net REVENUE)
2023-2024	\$ 17.00	\$ 37.27
2024-2025	\$ 5.00	\$ 10.35
2025-2026	\$ 0.00	\$ 19.38 (07/01 – 10/23)

In FY24, revenue was deposited into Function 8016 within the General Fund that resulted from interest that accounts receivable collected due to late payments on a sewer permit. This should have been deposited into the Sewer Enterprise Fund; however, was not caught until after the FY was closed.

General Fund 001 - Function 8016 – Sanitary Sewer		
Fiscal Year	Total Budget (Net Expense)	Actual REVENUE (Net REVENUE)
2023-2024	\$ 0.00	\$ 7.64
2024-2025	\$ 0.00	\$ 0.00
2025-2026	\$ 0.00	\$ 0.00

Efficiency or Elimination Opportunities

- Mosquito Spraying – Most recent years have been a few times per year at select parks / recreational locations.

Fee-for-Service Opportunities

- None Recommended.

Recommendations

- Review and budget, as needed, for continual maintenance on the tornado siren system.

CITY COUNCIL

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





City of Marshalltown, IA

Budget Comparison Report

Account Detail

		2023-2024	2024-2025	Parent Budget	Comparison 1	Comparison 1		Comparison 2	Comparison 2	
		Total Activity	Total Activity	2025-2026	2025-2026	to Parent	%	Budget	to Comparison 1	%
				FY26 Dept Req...	FY26	Budget		FY27 Dept	Budget	
Account Number					Amendment ...	Increase /		Request	(Decrease)	
Fund: 001 - GENERAL FUND										
Function: 1030 - Emergency Mgmt										
Expense										
001.1030.5331.000	PAYMENTS-OTHER ENTITIES	36,011.00	37,812.00	39,703.00	39,703.00	0.00	0.00%	41,688.00	1,985.00	5.00%
001.1030.5410.000	REPAIRS & MAINTENANCE	0.00	59.73	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.1030.5481.000	ELECTRICITY (SIRENS)	1,613.17	1,966.83	1,980.00	1,980.00	0.00	0.00%	1,980.00	0.00	0.00%
001.1030.5600.000	OPERATING SUPPLIES	139.99	387.80	400.00	400.00	0.00	0.00%	400.00	0.00	0.00%
Total Expense:		37,764.16	40,226.36	42,083.00	42,083.00	0.00	0.00%	44,068.00	1,985.00	4.72%
Total Function: 1030 - Emergency Mgmt:		37,764.16	40,226.36	42,083.00	42,083.00	0.00	0.00%	44,068.00	1,985.00	4.72%
Function: 1040 - Flood Control										
Expense										
001.1040.5300.000	INSURANCE - TORT LIAB	0.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.1040.5485.000	STORM WATER FEES	0.00	98.40	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Expense:		0.00	98.40	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Function: 1040 - Flood Control:		0.00	98.40	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Function: 2011 - Sidewalks										
Revenue										
001.2011.4616.000	INT CHRGD - ACCTS REC	1.02	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:		1.02	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Function: 2011 - Sidewalks:		1.02	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Function: 2012 - Street Construction										
Revenue										
001.2012.4616.000	INT CHRGD - ACCTS REC	0.00	2,752.80	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:		0.00	2,752.80	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Function: 2012 - Street Construction:		0.00	2,752.80	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Function: 2095 - Mosquito/Pest Control										
Expense										
001.2095.5616.000	MOSQUITO SPRAYING	0.00	0.00	2,000.00	2,000.00	0.00	0.00%	2,000.00	0.00	0.00%
Total Expense:		0.00	0.00	2,000.00	2,000.00	0.00	0.00%	2,000.00	0.00	0.00%
Total Function: 2095 - Mosquito/Pest Control:		0.00	0.00	2,000.00	2,000.00	0.00	0.00%	2,000.00	0.00	0.00%

Budget Comparison Report

				Comparison 1	Comparison 1			Comparison 2	Comparison 2		
		2023-2024	2024-2025	Parent Budget	Budget	to Parent	%	Budget	to Comparison 1	%	
Account Number		Total Activity	Total Activity	2025-2026	2025-2026	Increase /		2026-2027	Increase /		
				FY26 Dept Req...	FY26	(Decrease)		FY27 Dept	(Decrease)		
Function: 2900 - Other Public Works					Amendment ...			Request			
Revenue											
001.2900.4616.000	INT CHRGD - ACCTS REC	37.27	10.35	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%	
Total Revenue:		37.27	10.35	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%	
Total Function: 2900 - Other Public Works:		37.27	10.35	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%	
Function: 8016 - Sanitary Sewer											
Revenue											
001.8016.4616.000	INT CHRGD - ACCTS REC	7.64	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%	
Total Revenue:		7.64	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%	
Total Function: 8016 - Sanitary Sewer:		7.64	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%	
Total Fund: 001 - GENERAL FUND:		-37,718.23	-37,561.61	-44,083.00	-44,083.00	0.00	0.00%	-46,068.00	-1,985.00	4.50%	
Report Total:		-37,718.23	-37,561.61	-44,083.00	-44,083.00	0.00	0.00%	-46,068.00	-1,985.00	4.50%	

Budget Comparison Report

Fund Summary

Fund	2023-2024 Total Activity	2024-2025 Total Activity	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
			2025-2026 FY26 Dept Req...	2025-2026 FY26 Amendment ...	Increase / (Decrease)		2026-2027 FY27 Dept Request	Increase / (Decrease)	
001 - GENERAL FUND	-37,718.23	-37,561.61	-44,083.00	-44,083.00	0.00	0.00%	-46,068.00	-1,985.00	4.50%
Report Total:	-37,718.23	-37,561.61	-44,083.00	-44,083.00	0.00	0.00%	-46,068.00	-1,985.00	4.50%

TO: Mayor and City Council
FROM: Heather Thomas, Public Works Director
DATE: October 27, 2025
RE: Function 2080, Airport - Budget Analysis

Function 2080 is for annual operation and maintenance of our Municipal Airport. Debt Service repayment does not run through this Function.

Historical Expenditure Trends

Our airport receives annual revenue that has remained relatively stable from the sale of fuel (we get \$0.12/gal), farm rental, and airport facility lease. The Marshall Gun Club Lease term ended in 2020 and includes an automatic two-year lease extension unless written termination is given; our 106-acre farm lease is negotiated year to year which we currently have set up as a flex rent lease; and the airport lease was a fifteen-year lease at \$28,000/annually and runs through 2037.

Fiscal Year	General Fund 001 - Function 2080 – Airport		
	Total Budget (Net Expense)	Actual Annual Expenditure (Raw Expense)	Actual Expenditure (Net Expense)
2023-2024	\$ 84,557.00	\$ 127,302.95	\$ 63,183.82
2024-2025	\$ 95,052.00	\$ 127,335.51	\$ 63,168.01
2025-2026	\$ 106,947.00	\$ 42,381.85 (07/01 – 10/23)	\$ 26,407.57 (07/01 – 10/23)

Main Cost Drivers

No city personnel costs are expended to this fund with the primary staff involved with the airport being myself and members of the Public Works – Facility & Electrical Division, which are charged in other Funds/Functions. The highest expenses at the airport are not reflected in Function 2080, as they are capital projects and have historically been funded through bonds and paid with the debt service levy.

Primary cost drivers include insurance of the property (~\$30k), contracting an airport manager (~\$30k), contracting labor to provide snow/ice removal and mowing services (~\$30k), utilities (~\$25k), fuel for equipment (~\$3k), and maintenance/repairs (~\$10K spent, more typically budgeted)

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With 10 buildings, including many, many hangar doors, repair costs to doors add up quickly when needed and are not planned. Knock on wood, we've been fortunate these past three years; however, were not previously. This is the primary reason for our actual net expense being lower than our budgeted net expense.

Efficiency or Elimination Opportunities

- The largest efficiency opportunity is likely in the runway and airport lighting. We are evaluating lighting as part of the Airport Master Plan, currently underway.
- Over the past three years, we have run pretty lean and without cutting service or use of a building to reduce utility costs, there are minimal other efficiency opportunities.

Fee-for-Service Opportunities

- With the current set-up of the leases, any additional service fees obtained at the airport would likely go to the Airport FBO and not directly to the city.

Recommendations

- As leases expire or come to auto-renewals, the city should re-evaluate.
- The city is currently developing an Airport Master Plan. We anticipate some recommendations to come from that effort on the general operation of and overall facility needs. Many of these may be tied to Capital Improvement Projects.

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City of Marshalltown, IA

Budget Comparison Report

Account Detail

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
Account Number		2023-2024 Total Activity	2024-2025 Total Activity	2025-2026 FY26 Dept Req...	2025-2026 FY26 Amendment ...	Increase / (Decrease)		2026-2027 FY27 Dept Request	Increase / (Decrease)	
Fund: 001 - GENERAL FUND										
Function: 2080 - Airport										
Revenue										
001.2080.4453.000	AIRPORT SERVICES & USES	9,267.60	9,423.72	8,000.00	8,000.00	0.00	0.00%	8,000.00	0.00	0.00%
001.2080.4492.000	AIRPORT MISC CHRGS	2,500.00	500.00	1,000.00	1,000.00	0.00	0.00%	1,000.00	0.00	0.00%
001.2080.4622.000	ADM - Rent - Farm - Airport	25,992.53	25,632.83	20,526.00	20,526.00	0.00	0.00%	20,526.00	0.00	0.00%
001.2080.4623.000	AIRPORT RENTAL	26,213.00	28,596.00	28,000.00	28,000.00	0.00	0.00%	28,000.00	0.00	0.00%
001.2080.4875.000	RFNDS/REIMB: AIRPORT	146.00	14.95	1,580.00	1,580.00	0.00	0.00%	1,580.00	0.00	0.00%
Total Revenue:		64,119.13	64,167.50	59,106.00	59,106.00	0.00	0.00%	59,106.00	0.00	0.00%
Expense										
001.2080.5251.000	LICENSE & PERMITS	134.79	134.79	840.00	840.00	0.00	0.00%	840.00	0.00	0.00%
001.2080.5290.000	INSURANCE - GENERAL	29,563.96	30,327.00	41,165.00	41,165.00	0.00	0.00%	45,282.00	4,117.00	10.00%
001.2080.5300.000	INSURANCE - TORT LIAB	529.00	528.00	640.00	640.00	0.00	0.00%	704.00	64.00	10.00%
001.2080.5342.000	CONTRACT-OUTSIDE HELP	29,422.00	32,382.01	35,121.00	35,121.00	0.00	0.00%	35,121.00	0.00	0.00%
001.2080.5344.000	CONTRACT-MAINTENANCE	29,007.00	29,223.00	30,000.00	30,000.00	0.00	0.00%	30,000.00	0.00	0.00%
001.2080.5410.000	REPAIRS & MAINTENANCE	8,392.22	1,378.36	15,000.00	15,000.00	0.00	0.00%	15,000.00	0.00	0.00%
001.2080.5450.000	TELEPHONE/OTHR COMMNCTI	360.60	763.23	450.00	450.00	0.00	0.00%	450.00	0.00	0.00%
001.2080.5481.000	ELECTRICITY	7,541.55	9,374.85	11,815.00	11,815.00	0.00	0.00%	11,815.00	0.00	0.00%
001.2080.5483.000	WATER	1,856.84	2,106.41	2,420.00	2,420.00	0.00	0.00%	2,420.00	0.00	0.00%
001.2080.5484.000	PROPANE	12,838.52	13,301.68	14,352.00	14,352.00	0.00	0.00%	14,352.00	0.00	0.00%
001.2080.5565.000	VEHICLE OPER/MAINT SPPLY	1,141.78	2,160.96	2,200.00	2,200.00	0.00	0.00%	2,200.00	0.00	0.00%
001.2080.5571.000	VEHICLE DIESEL FUEL	4,051.56	2,942.22	6,500.00	6,500.00	0.00	0.00%	6,500.00	0.00	0.00%
001.2080.5600.000	OPERATING SUPPLIES	1,549.07	2,292.18	3,000.00	3,000.00	0.00	0.00%	3,000.00	0.00	0.00%
001.2080.5611.000	BLDG,GRD OPER/MAINT SPly	859.36	420.82	500.00	500.00	0.00	0.00%	500.00	0.00	0.00%
001.2080.5718.000	MINOR EQUIP, UNCLASSIFIED	12.98	0.00	50.00	50.00	0.00	0.00%	50.00	0.00	0.00%
001.2080.5776.000	BUILDINGS & IMPROVEMENTS	41.72	0.00	2,000.00	2,000.00	0.00	0.00%	2,000.00	0.00	0.00%
Total Expense:		127,302.95	127,335.51	166,053.00	166,053.00	0.00	0.00%	170,234.00	4,181.00	2.52%
Total Function: 2080 - Airport:		-63,183.82	-63,168.01	-106,947.00	-106,947.00	0.00	0.00%	-111,128.00	-4,181.00	3.91%
Total Fund: 001 - GENERAL FUND:		-63,183.82	-63,168.01	-106,947.00	-106,947.00	0.00	0.00%	-111,128.00	-4,181.00	3.91%
Report Total:		-63,183.82	-63,168.01	-106,947.00	-106,947.00	0.00	0.00%	-111,128.00	-4,181.00	3.91%

Budget Comparison Report

Fund Summary

	2023-2024 Total Activity	2024-2025 Total Activity	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
			2025-2026 FY26 Dept Req...	2025-2026 FY26 Amendment ...	Increase / (Decrease)		2026-2027 FY27 Dept Request	Increase / (Decrease)	
Fund									
001 - GENERAL FUND	-63,183.82	-63,168.01	-106,947.00	-106,947.00	0.00	0.00%	-111,128.00	-4,181.00	3.91%
Report Total:	-63,183.82	-63,168.01	-106,947.00	-106,947.00	0.00	0.00%	-111,128.00	-4,181.00	3.91%

TO: Mayor and City Council
FROM: Heather Thomas, Public Works Director
DATE: October 27, 2025
RE: Functions 2010_2030_2040_2050_2060 - Budget Analysis

The following functions within the General Fund have expenditures from the Public Works Department. In general personnel costs (wages & benefits) are initially charged here with most of the wages portion then transferred into the General Fund from Road Use tax.

- Function 2010 – Roads, Bridges, and Sidewalks
- Function 2030 – Street Lighting
- Function 2040 – Traffic Safety
- Function 2050 – Snow Removal
- Function 2060 – Highway Engineering

Historical Expenditure Trends & Main Cost Drivers

General Fund 001 - Function 2010 – Roads, Bridges, and Sidewalks		
Fiscal Year	Total Budget (Net Expense)	Actual Expenditure (Net Expense)
2023-2024	\$ 1,081,999.00	\$ 946,096.28
2024-2025	\$ 1,296,116.00	\$ 1,155,660.69
2025-2026	\$ 1,378,811.00	\$ 425,632.42 (07/01 – 10/23)

General Fund 001 - Function 2030 – Street Lighting		
Fiscal Year	Total Budget (Net Expense)	Actual Expenditure (Net Expense)
2023-2024	\$ 59,385.00	\$ 48,682.36
2024-2025	\$ 83,185.00	\$ 72,252.90
2025-2026	\$ 90,718.00	\$ 28,198.79 (07/01 – 10/23)

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General Fund 001 - Function 2040 – Traffic Safety		
Fiscal Year	Total Budget (Net Expense)	Actual Expenditure (Net Expense)
2023-2024	\$ 75,226.00	\$ 70,368.44
2024-2025	\$ 93,167.00	\$ 107,833.16
2025-2026	\$ 100,423.00	\$ 29,285.55
General Fund 001 - Function 2050 – Snow Removal		
Fiscal Year	Total Budget (Net Expense)	Actual Expenditure (Net Expense)
2023-2024	\$ 46,062.00	\$ 133,590.90
2024-2025	\$ 48,308.00	\$ 79,209.39
2025-2026	\$ 49,883.00	\$ 1,895.88

General Fund 001 - Function 2060 – Highway Engineering						
Fiscal Year	Budgeted	Raw	Total Budget	Actual	Raw	Actual
	Expense		(Net Expense)	Expense		Expenditure
						(Net Expense)
2023-2024	\$ 378,854.00		\$ 349,921.00	\$ 329,212.23		\$ 285,937.17
2024-2025	\$ 392,475.00		\$ 154,675.00	\$ 304,371.42		\$ 53,782.43
2025-2026	\$ 498,583.00		\$ 451,157.00	\$ 125,112.36 (07/01 – 10/23)		\$ 100,770.23 (07/01 – 10/23)

Efficiency or Elimination Opportunities

- Most of these functions are personnel costs and insurance costs. While we can continue to strive to find more efficient ways to do our tasks, that would likely result in increased work being done and not a reduction in expense.

Fee-for-Service Opportunities

- Within these functions, 2060, engineering currently has fees for certain permits as an opportunity to collect income to offset expense of providing that service. These primarily come from permits and inspection fees. In January of 2023, the city presented recommendations for increased fee for service related to work in right-of-way. This has resulted in increased revenue, especially during the FY25 and large fiber expansion. Permit fee revenue included:
 - FY24 – \$ 43,275.06
 - FY25 - \$ 250,588.99
 - FY26 - \$ 24,342.13
- However, our Franchise Agreement with Alliant Energy does not allow us to collect permit/inspection fees. This would be an opportunity to increase revenue by amending the franchise agreement.

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Recommendations

- Presentation will go over transfers made to offset some of these expenses utilizing the Road Use Tax Fund, to increase understanding on funding of these services. All salary (but not benefits) of these five functions are transferred in from Road Use Tax (Fund 110), less \$100,000.
- Continue evaluation of permit & inspection fees; consider permit/fee inspection in Franchise Agreements.

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City of Marshalltown, IA

Budget Comparison Report

Account Detail

Account Number		2023-2024 Total Activity	2024-2025 Total Activity	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
				2025-2026 FY26 Dept Req...	2025-2026 FY26 Amendment ...	Increase / (Decrease)		2026-2027 FY27 Dept Request	Increase / (Decrease)	
Fund: 001 - GENERAL FUND										
Function: 2010 - Roads, Bridges, Sidewalks										
Revenue										
001.2010.4325.000	STATE PRIMARY ROAD EXTENS	44,215.71	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.2010.4616.000	INT CHRGD - ACCTS REC	19.39	0.00	10.00	10.00	0.00	0.00%	10.00	0.00	0.00%
001.2010.4875.000	RFNDS/REIMB: STREETS	-1,350.21	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
	Total Revenue:	42,884.89	0.00	10.00	10.00	0.00	0.00%	10.00	0.00	0.00%
Expense										
001.2010.5010.010	REGULAR-NON UNION	84,820.00	93,211.04	100,288.00	100,288.00	0.00	0.00%	104,057.00	3,769.00	3.76%
001.2010.5010.040	REGULAR-PPME UNION	511,251.09	605,063.40	737,185.00	737,185.00	0.00	0.00%	759,033.00	21,848.00	2.96%
001.2010.5020.040	OVERTIME-PPME UNION	9,090.52	7,279.20	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.2010.5020.090	OVERTIME-P&R UNION	52.38	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.2010.5030.070	PART-TIME TEMPORARY	0.00	0.00	4,000.00	4,000.00	0.00	0.00%	4,000.00	0.00	0.00%
001.2010.5060.040	TERM PAYOUTS-PPME UNION	4,094.15	1,269.30	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.2010.5101.010	SOCIAL SECURITY-NON UNION	5,083.61	5,606.25	6,218.00	6,218.00	0.00	0.00%	6,452.00	234.00	3.76%
001.2010.5101.040	SOCIAL SECURITY-PPME UNION	30,993.10	35,986.79	45,705.00	45,705.00	0.00	0.00%	47,060.00	1,355.00	2.96%
001.2010.5101.070	SOCIAL SECURITY-PT TEMP	0.00	0.00	248.00	248.00	0.00	0.00%	248.00	0.00	0.00%
001.2010.5101.090	SOCIAL SECURITY-P&R UNION	3.04	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.2010.5102.010	MEDICARE-NON UNION	1,188.93	1,311.16	1,454.00	1,454.00	0.00	0.00%	1,509.00	55.00	3.78%
001.2010.5102.040	MEDICARE-PPME UNION	7,248.31	8,416.21	10,689.00	10,689.00	0.00	0.00%	11,006.00	317.00	2.97%
001.2010.5102.070	MEDICARE-TEMPORARY	0.00	0.00	58.00	58.00	0.00	0.00%	58.00	0.00	0.00%
001.2010.5102.090	MEDICARE-P&R UNION	0.71	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.2010.5111.010	IPERS-NON UNION	8,007.03	8,799.18	9,467.00	9,467.00	0.00	0.00%	9,823.00	356.00	3.76%
001.2010.5111.040	IPERS-PPME UNION	47,093.68	57,805.06	69,590.00	69,590.00	0.00	0.00%	71,653.00	2,063.00	2.96%
001.2010.5111.090	IPERS-P&R UNION	4.94	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.2010.5121.010	GRP INSUR-NON UNION	16,515.80	16,488.84	19,403.00	19,403.00	0.00	0.00%	23,284.00	3,881.00	20.00%
001.2010.5121.040	GRP INSUR-PPME UNION	142,402.22	188,863.00	233,373.00	233,373.00	0.00	0.00%	280,048.00	46,675.00	20.00%
001.2010.5121.090	GRP INSUR-P&R UNION	18.62	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.2010.5122.000	RETIREEs GRP HLTH INS	37,842.13	34,947.80	39,547.00	39,547.00	0.00	0.00%	39,547.00	0.00	0.00%
001.2010.5123.010	WORKCOMP-NON UNION	1,704.46	1,720.59	5,068.00	5,068.00	0.00	0.00%	5,101.00	33.00	0.65%
001.2010.5123.040	WORKCOMP-PPME UNION	28,289.12	29,382.25	31,163.00	31,163.00	0.00	0.00%	30,817.00	-346.00	-1.11%
001.2010.5123.070	WORKCOMP-TEMPORARY	0.00	0.00	204.00	204.00	0.00	0.00%	196.00	-8.00	-3.92%
001.2010.5123.090	WORKCOMP-P&R UNION	1.43	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%

Budget Comparison Report

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
Account Number		2023-2024 Total Activity	2024-2025 Total Activity	2025-2026 FY26 Dept Req...	2025-2026 FY26 Amendment ...	Increase / (Decrease)		2026-2027 FY27 Dept Request	Increase / (Decrease)	
001.2010.5290.000	INSURANCE - GENERAL	41,147.41	48,879.12	50,531.00	50,531.00	0.00	0.00%	55,584.00	5,053.00	10.00%
001.2010.5300.000	INSURANCE - TORT LIAB	12,090.54	10,589.00	14,630.00	14,630.00	0.00	0.00%	16,093.00	1,463.00	10.00%
001.2010.5342.000	CONTRACT-OUTSIDE HELP	0.00	22.50	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.2010.5600.000	OPERATING SUPPLIES	37.95	20.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Expense:		988,981.17	1,155,660.69	1,378,821.00	1,378,821.00	0.00	0.00%	1,465,569.00	86,748.00	6.29%
Total Function: 2010 - Roads, Bridges, Sidewalks:		-946,096.28	-1,155,660.69	-1,378,811.00	-1,378,811.00	0.00	0.00%	-1,465,559.00	-86,748.00	6.29%
Function: 2030 - Street Lighting										
Expense										
001.2030.5010.010	REGULAR-NON UNION	7,862.21	8,708.89	9,203.00	9,203.00	0.00	0.00%	9,716.00	513.00	5.57%
001.2030.5010.040	REGULAR-PPME UNION	23,672.86	38,240.65	47,708.00	47,708.00	0.00	0.00%	50,049.00	2,341.00	4.91%
001.2030.5020.040	OVERTIME-PPME UNION	34.84	840.16	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.2030.5101.010	SOCIAL SECURITY-NON UNION	488.31	541.25	571.00	571.00	0.00	0.00%	602.00	31.00	5.43%
001.2030.5101.040	SOCIAL SECURITY-PPME UNION	1,330.03	2,231.34	2,958.00	2,958.00	0.00	0.00%	3,103.00	145.00	4.90%
001.2030.5102.010	MEDICARE-NON UNION	114.27	126.66	133.00	133.00	0.00	0.00%	141.00	8.00	6.02%
001.2030.5102.040	MEDICARE-PPME UNION	311.15	521.75	692.00	692.00	0.00	0.00%	726.00	34.00	4.91%
001.2030.5111.010	IPERS-NON UNION	742.23	822.07	869.00	869.00	0.00	0.00%	917.00	48.00	5.52%
001.2030.5111.040	IPERS-PPME UNION	2,238.15	3,689.07	4,504.00	4,504.00	0.00	0.00%	4,725.00	221.00	4.91%
001.2030.5121.040	GRP INSUR-PPME UNION	6,795.80	11,370.23	17,999.00	17,999.00	0.00	0.00%	18,483.00	484.00	2.69%
001.2030.5122.000	RETIREEES GRP HLTH INS	398.91	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.2030.5123.010	WORKCOMP-NON UNION	321.55	318.26	327.00	327.00	0.00	0.00%	341.00	14.00	4.28%
001.2030.5123.040	WORKCOMP-PPME UNION	1,011.76	1,430.18	1,696.00	1,696.00	0.00	0.00%	1,754.00	58.00	3.42%
001.2030.5151.000	PHYSICALS/IMMUNIZATIONS	6.50	47.16	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.2030.5290.000	INSURANCE - GENERAL	2,029.58	2,173.23	2,456.00	2,456.00	0.00	0.00%	2,702.00	246.00	10.02%
001.2030.5300.000	INSURANCE - TORT LIAB	1,324.21	1,192.00	1,602.00	1,602.00	0.00	0.00%	1,762.00	160.00	9.99%
Total Expense:		48,682.36	72,252.90	90,718.00	90,718.00	0.00	0.00%	95,021.00	4,303.00	4.74%
Total Function: 2030 - Street Lighting:		48,682.36	72,252.90	90,718.00	90,718.00	0.00	0.00%	95,021.00	4,303.00	4.74%
Function: 2040 - Traffic Safety										
Revenue										
001.2040.4875.000	REFND/REIMB: T SIGNALS	-2,026.33	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Total Revenue:		-2,026.33	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
Expense										
001.2040.5010.010	REGULAR-NON UNION	8,001.05	8,791.53	9,203.00	9,203.00	0.00	0.00%	9,716.00	513.00	5.57%
001.2040.5010.040	REGULAR-PPME UNION	26,529.20	56,208.69	47,708.00	47,708.00	0.00	0.00%	50,049.00	2,341.00	4.91%
001.2040.5020.010	OVERTIME-NON UNION	106.18	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.2040.5020.040	OVERTIME-PPME UNION	34.84	1,466.76	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.2040.5020.070	OVERTIME-TEMPORARY	75.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.2040.5030.070	PART-TIME TEMPORARY	3,675.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.2040.5101.010	SOCIAL SECURITY-NON UNION	503.50	546.15	571.00	571.00	0.00	0.00%	602.00	31.00	5.43%

Budget Comparison Report

				Comparison 1	Comparison 1		Comparison 2	Comparison 2	
		Parent Budget		Budget	to Parent	%	Budget	to Comparison 1	%
		2023-2024	2024-2025	2025-2026	2025-2026		2026-2027	Increase /	
Account Number		Total Activity	Total Activity	FY26 Dept Req...	FY26	Increase /	FY27 Dept	(Decrease)	
					Amendment ...	(Decrease)	Request		
001.2040.5101.040	SOCIAL SECURITY-PPME UNION	1,489.00	3,332.44	2,958.00	2,958.00	0.00	3,103.00	145.00	4.90%
001.2040.5101.070	SOCIAL SECURITY-PT TEMP	232.50	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
001.2040.5102.010	MEDICARE-NON UNION	117.83	127.81	133.00	133.00	0.00	141.00	8.00	6.02%
001.2040.5102.040	MEDICARE-PPME UNION	348.34	779.29	692.00	692.00	0.00	726.00	34.00	4.91%
001.2040.5102.070	MEDICARE-TEMPORARY	54.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
001.2040.5111.010	IPERS-NON UNION	765.36	829.86	869.00	869.00	0.00	917.00	48.00	5.52%
001.2040.5111.040	IPERS-PPME UNION	2,507.71	5,444.47	4,504.00	4,504.00	0.00	4,725.00	221.00	4.91%
001.2040.5121.010	GRP INSUR-NON UNION	0.00	19.42	0.00	0.00	0.00	0.00	0.00	0.00%
001.2040.5121.040	GRP INSUR-PPME UNION	8,434.71	16,149.82	17,999.00	17,999.00	0.00	18,483.00	484.00	2.69%
001.2040.5122.000	RETIRES GRP HLTH INS	2,393.39	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
001.2040.5123.010	WORKCOMP-NON UNION	329.55	321.30	327.00	327.00	0.00	341.00	14.00	4.28%
001.2040.5123.040	WORKCOMP-PPME UNION	1,171.18	2,133.37	1,696.00	1,696.00	0.00	1,754.00	58.00	3.42%
001.2040.5123.070	WORKCOMP-TEMPORARY	153.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
001.2040.5151.000	PHYSICALS/IMMUNIZATIONS	45.24	99.02	0.00	0.00	0.00	0.00	0.00	0.00%
001.2040.5290.000	INSURANCE - GENERAL	10,724.91	11,073.23	12,977.00	12,977.00	0.00	14,275.00	1,298.00	10.00%
001.2040.5300.000	INSURANCE - TORT LIAB	649.86	510.00	786.00	786.00	0.00	865.00	79.00	10.05%
Total Expense:		68,342.11	107,833.16	100,423.00	100,423.00	0.00	105,697.00	5,274.00	5.25%
Total Function: 2040 - Traffic Safety:		-70,368.44	-107,833.16	-100,423.00	-100,423.00	0.00	-105,697.00	-5,274.00	5.25%
Function: 2050 - Snow Removal									
Expense									
001.2050.5010.010	REGULAR-NON UNION	631.77	244.01	0.00	0.00	0.00	0.00	0.00	0.00%
001.2050.5010.040	REGULAR-PPME UNION	65,030.90	38,116.82	0.00	0.00	0.00	0.00	0.00	0.00%
001.2050.5010.090	REGULAR-P&R UNION	6,049.83	9,029.81	0.00	0.00	0.00	0.00	0.00	0.00%
001.2050.5020.010	OVERTIME-NON UNION	1,543.32	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
001.2050.5020.040	OVERTIME-PPME UNION	13,875.43	2,014.97	40,000.00	40,000.00	0.00	40,000.00	0.00	0.00%
001.2050.5101.010	SOCIAL SECURITY-NON UNION	128.23	15.13	0.00	0.00	0.00	0.00	0.00	0.00%
001.2050.5101.040	SOCIAL SECURITY-PPME UNION	4,609.58	2,363.00	2,480.00	2,480.00	0.00	2,480.00	0.00	0.00%
001.2050.5101.090	SOCIAL SECURITY-P&R UNION	334.29	507.70	0.00	0.00	0.00	0.00	0.00	0.00%
001.2050.5102.010	MEDICARE-NON UNION	29.98	3.54	0.00	0.00	0.00	0.00	0.00	0.00%
001.2050.5102.040	MEDICARE-PPME UNION	1,078.11	552.60	580.00	580.00	0.00	580.00	0.00	0.00%
001.2050.5102.090	MEDICARE-P&R UNION	78.19	118.72	0.00	0.00	0.00	0.00	0.00	0.00%
001.2050.5111.010	IPERS-NON UNION	205.33	23.03	0.00	0.00	0.00	0.00	0.00	0.00%
001.2050.5111.040	IPERS-PPME UNION	7,448.81	3,788.49	3,776.00	3,776.00	0.00	3,776.00	0.00	0.00%
001.2050.5111.090	IPERS-P&R UNION	571.12	852.41	0.00	0.00	0.00	0.00	0.00	0.00%
001.2050.5121.010	GRP INSUR-NON UNION	316.41	0.00	0.00	0.00	0.00	0.00	0.00	0.00%
001.2050.5121.040	GRP INSUR-PPME UNION	23,610.55	12,552.32	0.00	0.00	0.00	0.00	0.00	0.00%
001.2050.5121.090	GRP INSUR-P&R UNION	2,513.39	2,712.56	0.00	0.00	0.00	0.00	0.00	0.00%
001.2050.5123.010	WORKCOMP-NON UNION	85.11	8.31	0.00	0.00	0.00	0.00	0.00	0.00%
001.2050.5123.040	WORKCOMP-PPME UNION	3,090.43	1,365.00	1,323.00	1,323.00	0.00	1,205.00	-118.00	-8.92%

Budget Comparison Report

		Parent Budget		Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
Account Number		2023-2024 Total Activity	2024-2025 Total Activity	2025-2026 FY26 Dept Req... Amendment ...	2025-2026 FY26	Increase / (Decrease)	2026-2027 FY27 Dept Request	Increase / (Decrease)	
001.2050.5123.090	WORKCOMP-P&R UNION	236.67	307.12	0.00	0.00	0.00	0.00%	0.00	0.00%
001.2050.5300.000	INSURANCE - TORT LIAB	1,425.00	1,550.00	1,724.00	1,724.00	0.00	0.00%	1,896.00	172.00 9.98%
001.2050.5565.000	VEHICLE OPER/MAINT SPPLY	698.45	3,083.85	0.00	0.00	0.00	0.00%	0.00	0.00%
Total Expense:		133,590.90	79,209.39	49,883.00	49,883.00	0.00	0.00%	49,937.00	54.00 0.11%
Total Function: 2050 - Snow Removal:		133,590.90	79,209.39	49,883.00	49,883.00	0.00	0.00%	49,937.00	54.00 0.11%
Function: 2060 - Highway Engineering									
Revenue									
001.2060.4232.000	MISCELLANEOUS PERMITS	500.00	250.00	250.00	250.00	0.00	0.00%	250.00	0.00 0.00%
001.2060.4266.000	DEMO,MOVING	0.00	200.00	0.00	0.00	0.00	0.00%	0.00	0.00 0.00%
001.2060.4267.000	STREET EXCVN/CURB CUT	2,100.00	2,560.85	2,000.00	2,000.00	0.00	0.00%	2,000.00	0.00 0.00%
001.2060.4270.000	EXCAVATION PERMITS	20,494.06	209,742.94	20,000.00	20,000.00	0.00	0.00%	20,000.00	0.00 0.00%
001.2060.4272.000	INSPECTION FEE	4,295.00	4,269.00	3,000.00	3,000.00	0.00	0.00%	3,000.00	0.00 0.00%
001.2060.4275.000	NON STANDARD DRIVEWAY FE	36.00	0.00	0.00	0.00	0.00	0.00%	0.00	0.00 0.00%
001.2060.4276.000	DRIVEWAY PERMIT	6,063.00	3,957.00	3,000.00	3,000.00	0.00	0.00%	3,000.00	0.00 0.00%
001.2060.4491.000	MAPS/BUE PRTS/SALES/CHRG	1.00	25.00	0.00	0.00	0.00	0.00%	0.00	0.00 0.00%
001.2060.4492.000	ENGIN MISC CHRGS	9,680.00	29,189.00	19,176.00	19,176.00	0.00	0.00%	19,176.00	0.00 0.00%
001.2060.4616.000	INT CHRGD - ACCTS REC	106.00	33.52	0.00	0.00	0.00	0.00%	0.00	0.00 0.00%
001.2060.4875.000	REFND/REIMB: ENGIN	0.00	361.68	0.00	0.00	0.00	0.00%	0.00	0.00 0.00%
Total Revenue:		43,275.06	250,588.99	47,426.00	47,426.00	0.00	0.00%	47,426.00	0.00 0.00%
Expense									
001.2060.5010.010	REGULAR-NON UNION	224,252.98	203,909.44	318,128.00	318,128.00	0.00	0.00%	374,557.00	56,429.00 17.74%
001.2060.5020.010	OVERTIME-NON UNION	10.41	0.00	0.00	0.00	0.00	0.00%	0.00	0.00 0.00%
001.2060.5030.070	PART-TIME TEMPORARY	7,713.00	6,410.25	15,000.00	15,000.00	0.00	0.00%	15,000.00	0.00 0.00%
001.2060.5060.010	TERM PAYOUTS-NON UNION	1,969.71	0.00	0.00	0.00	0.00	0.00%	0.00	0.00 0.00%
001.2060.5101.010	SOCIAL SECURITY-NON UNION	13,469.30	12,111.68	19,724.00	19,724.00	0.00	0.00%	23,223.00	3,499.00 17.74%
001.2060.5101.070	SOCIAL SECURITY-PT TEMP	478.24	397.42	930.00	930.00	0.00	0.00%	930.00	0.00 0.00%
001.2060.5102.010	MEDICARE-NON UNION	3,150.16	2,832.76	4,613.00	4,613.00	0.00	0.00%	5,431.00	818.00 17.73%
001.2060.5102.070	MEDICARE-TEMPORARY	111.86	92.93	218.00	218.00	0.00	0.00%	218.00	0.00 0.00%
001.2060.5111.010	IPERS-NON UNION	21,170.70	19,249.09	30,031.00	30,031.00	0.00	0.00%	35,358.00	5,327.00 17.74%
001.2060.5111.070	IPERS-PT TEMP	728.11	605.12	661.00	661.00	0.00	0.00%	661.00	0.00 0.00%
001.2060.5121.010	GRP INSUR-NON UNION	46,148.87	39,040.63	93,329.00	93,329.00	0.00	0.00%	70,959.00	-22,370.00 -23.97%
001.2060.5123.010	WORKCOMP-NON UNION	3,932.64	3,051.06	4,962.00	4,962.00	0.00	0.00%	5,974.00	1,012.00 20.40%
001.2060.5123.070	WORKCOMP-TEMPORARY	92.79	10.21	23.00	23.00	0.00	0.00%	21.00	-2.00 -8.70%
001.2060.5230.000	CONSULTING & PROF FEES	0.00	225.00	3,500.00	3,500.00	0.00	0.00%	3,500.00	0.00 0.00%
001.2060.5290.000	INSURANCE - GENERAL	3,877.53	4,531.01	4,692.00	4,692.00	0.00	0.00%	5,161.00	469.00 10.00%
001.2060.5300.000	INSURANCE - TORT LIAB	1,795.03	1,647.00	2,172.00	2,172.00	0.00	0.00%	2,389.00	217.00 9.99%
001.2060.5344.000	CONTRACT-MAINTENANCE	271.65	180.45	250.00	250.00	0.00	0.00%	250.00	0.00 0.00%
001.2060.5360.000	POSTAGE & SHIPPING	0.00	0.00	50.00	50.00	0.00	0.00%	50.00	0.00 0.00%

Budget Comparison Report

		Parent Budget		Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
Account Number		2023-2024 Total Activity	2024-2025 Total Activity	2025-2026 FY26 Dept Req...	2025-2026 FY26 Amendment ...	Increase / (Decrease)	2026-2027 FY27 Dept Request	Increase / (Decrease)	
001.2060.5600.000	OPERATING SUPPLIES	0.00	27.37	150.00	150.00	0.00	150.00	0.00	0.00%
001.2060.5605.000	OFFICE SUPPLIES	39.25	0.00	150.00	150.00	0.00	150.00	0.00	0.00%
001.2060.5980.000	REFUNDS/REIMB	0.00	10,050.00	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expense:		329,212.23	304,371.42	498,583.00	498,583.00	0.00	543,982.00	45,399.00	9.11%
Total Function: 2060 - Highway Engineering:		-285,937.17	-53,782.43	-451,157.00	-451,157.00	0.00	-496,556.00	-45,399.00	10.06%
Total Fund: 001 - GENERAL FUND:		-1,484,675.15	-1,468,738.57	-2,070,992.00	-2,070,992.00	0.00	-2,212,770.00	-141,778.00	6.85%
Report Total:		-1,484,675.15	-1,468,738.57	-2,070,992.00	-2,070,992.00	0.00	-2,212,770.00	-141,778.00	6.85%

Budget Comparison Report

Fund Summary

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
Fund		2023-2024 Total Activity	2024-2025 Total Activity	2025-2026 FY26 Dept Req...	2025-2026 FY26 Amendment ...	Increase / (Decrease)		2026-2027 FY27 Dept Request	Increase / (Decrease)	
001 - GENERAL FUND		-1,484,675.15	-1,468,738.57	-2,070,992.00	-2,070,992.00	0.00	0.00%	-2,212,770.00	-141,778.00	6.85%
Report Total:		-1,484,675.15	-1,468,738.57	-2,070,992.00	-2,070,992.00	0.00	0.00%	-2,212,770.00	-141,778.00	6.85%

TO: Mayor and City Council
FROM: Alicia Hunter, City Clerk
DATE: 10/20/25
RE: Fund 2090 Garbage Budget Analysis

Historical Expenditure Trends

Garbage revenues and expenditures have remained consistent over the last three fiscal years.

Fiscal Year	Total Revenues	Actual Expenditure
2023-2024	\$149,486.49	\$113,415.75
2024-2025	\$147,945.78	\$113,439.65
2025-2026	\$150,400.000 budgeted	\$ 113,708 budgeted

Main Cost Drivers

The primary cost driver in the garbage budget is the 28E agreement with the Solid Waste Management Commission for the maintenance and resident use of the landfill. The Marshalltown Water Works collects a landfill fee on all water bills which the City uses to pay for the 28E agreement. The fee is \$0.70 per month for residential properties and \$6.05 per month for non-residential properties. Any remaining revenue in this fund is currently used to offset the nuisance abatement budget or dangerous building and dilapidated fund.

Efficiency or Elimination Opportunities

The City pays the Marshalltown Water Works a collection fee of \$.05 per bill. There are no efficiency or elimination opportunities for this budget.

Fee-for-Service Opportunities

This fund is an established fee for service on the water bill. There are no additional fee-for-service opportunities.

Recommendations

Maintain current funding levels unless new initiatives are planned as part of the Solid Waste Study.

CITY COUNCIL

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



Budget Comparison Report

Account Detail

Account Number		2023-2024	2024-2025	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
		Total Activity	Total Activity	2025-2026 FY26 Dept Req...	2025-2026 FY26 Amendment ...	Increase / (Decrease)		2026-2027 FY27 Dept Request	Increase / (Decrease)	
Fund: 001 - GENERAL FUND										
Function: 2090 - Garbage										
Revenue										
001.2090.4277.000	GARBAGE LICENSES	100.00	0.00	400.00	400.00	0.00	0.00%	400.00	0.00	0.00%
001.2090.4446.000	SOLID WASTE FEES	149,386.49	147,945.78	150,000.00	150,000.00	0.00	0.00%	150,000.00	0.00	0.00%
	Total Revenue:	149,486.49	147,945.78	150,400.00	150,400.00	0.00	0.00%	150,400.00	0.00	0.00%
Expense										
001.2090.5220.000	COLLECTION COSTS/REFUNDS	3,051.75	3,075.65	3,500.00	3,500.00	0.00	0.00%	3,500.00	0.00	0.00%
001.2090.5331.000	PAYMENTS-OTHER ENTITIES	110,364.00	110,364.00	110,208.00	110,208.00	0.00	0.00%	110,208.00	0.00	0.00%
	Total Expense:	113,415.75	113,439.65	113,708.00	113,708.00	0.00	0.00%	113,708.00	0.00	0.00%
	Total Function: 2090 - Garbage:	36,070.74	34,506.13	36,692.00	36,692.00	0.00	0.00%	36,692.00	0.00	0.00%
	Total Fund: 001 - GENERAL FUND:	36,070.74	34,506.13	36,692.00	36,692.00	0.00	0.00%	36,692.00	0.00	0.00%
	Report Total:	36,070.74	34,506.13	36,692.00	36,692.00	0.00	0.00%	36,692.00	0.00	0.00%

Budget Comparison Report

Fund Summary

	2023-2024 Total Activity	2024-2025 Total Activity	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
			2025-2026 FY26 Dept Req...	2025-2026 FY26 Amendment ...	Increase / (Decrease)		2026-2027 FY27 Dept Request	Increase / (Decrease)	
Fund									
001 - GENERAL FUND	36,070.74	34,506.13	36,692.00	36,692.00	0.00	0.00%	36,692.00	0.00	0.00%
Report Total:	36,070.74	34,506.13	36,692.00	36,692.00	0.00	0.00%	36,692.00	0.00	0.00%

TO: Mayor and City Council
FROM: Christopher Jones, Chief of Police
DATE: October 22, 2025
RE: City Administrator Budget Review for Police and Fire Building Expenses

Executive Summary

Utility costs primarily drive the Police and Fire Building expenses. Revenues are created with our shared agreement with the Marshall County Communications Commission.

Historical Expenditure Trends

Fiscal Year	Actual Expenditures	Budgeted
2023–2024	\$333,366	\$250,261
2024–2025	\$341,336	\$275,373
2025–2026	(\$94,986 FY to date)	\$289,638

Main Cost Drivers

- Electricity (\$102,300)
- Insurance (\$55,546)
- Telephone and Communications (\$32,000)
- Natural Gas (\$33,000)

Efficiency or Elimination Opportunities

- N/A

Fee-for-Service Opportunities

- The Marshall County Communications Commission currently pays \$1 in rent per year.
 - \$12,000 for utilities
 - Approximately \$4,250 for internet service



TO: Mayor and City Council
FROM: Christopher Jones, Chief of Police
DATE: October 22, 2025
RE: City Administrator Budget Review Animal Control

Executive Summary

The City of Marshalltown currently has a signed contractual agreement with the Animal Rescue League of Marshalltown (ARL) to assist with animal control services. The contract extends to the FY 2026/2027 (\$93,589). The duties as the City Animal Warden remain the responsibility of the Chief of Police, with assistance from the Operational Services Police Captain.

Historical Expenditure Trends

Fiscal Year	Actual Expenditures	Budgeted
2023–2024	\$83,200	\$83,200
2024–2025	\$86,528	\$86,528
2025–2026	\$89,989	\$89,989

Main Cost Drivers

- **Housing of Animals**
- **Day Services**
 - Complaint Investigation
 - Bite Containment Operations
 - Providing Assisting Animal Control Personnel
- **After-hours Emergent Services**

Efficiency or Elimination Opportunities

- **Currently under City Ordinance Review**

Fee-for-Service Opportunities

- **Currently under City Ordinance Review**

CITY COUNCIL

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



Budget Comparison Report

Account Detail

		2023-2024 Total Activity	2024-2025 Total Activity	Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
Account Number				2025-2026 FY26 Dept Req...	2025-2026 FY26 Amendment ...	Increase / (Decrease)		2026-2027 FY27 Dept Request	Increase / (Decrease)	
Fund: 001 - GENERAL FUND										
Function: 1090 - Animal Control										
Expense										
001.1090.5331.000	PAYMENTS-OTHER ENTITIES	83,200.00	86,528.00	89,989.00	89,989.00	0.00	0.00%	89,989.00	0.00	0.00%
	Total Expense:	83,200.00	86,528.00	89,989.00	89,989.00	0.00	0.00%	89,989.00	0.00	0.00%
	Total Function: 1090 - Animal Control:	83,200.00	86,528.00	89,989.00	89,989.00	0.00	0.00%	89,989.00	0.00	0.00%
Function: 1099 - Police and Fire Building Exps										
Revenue										
001.1099.4620.000	RENTS - Police/Fire Building	4.00	1.00	1.00	1.00	0.00	0.00%	1.00	0.00	0.00%
001.1099.4875.000	RFNDS/REIMB	91.88	20,563.83	16,545.00	16,545.00	0.00	0.00%	16,545.00	0.00	0.00%
	Total Revenue:	95.88	20,564.83	16,546.00	16,546.00	0.00	0.00%	16,546.00	0.00	0.00%
Expense										
001.1099.5010.010	REGULAR-NON UNION	1,768.34	2,015.81	2,140.00	2,140.00	0.00	0.00%	2,259.00	119.00	5.56%
001.1099.5101.010	SOCIAL SECURITY-NON UNION	109.67	121.69	133.00	133.00	0.00	0.00%	140.00	7.00	5.26%
001.1099.5102.010	MEDICARE-NON UNION	25.63	28.48	31.00	31.00	0.00	0.00%	33.00	2.00	6.45%
001.1099.5111.010	IPERS-NON UNION	166.99	190.32	202.00	202.00	0.00	0.00%	213.00	11.00	5.45%
001.1099.5121.010	GRP INSUR-NON UNION	0.00	300.14	0.00	0.00	0.00	0.00%	692.00	692.00	0.00%
001.1099.5123.010	WORKCOMP-NON UNION	43.16	45.05	47.00	47.00	0.00	0.00%	49.00	2.00	4.26%
001.1099.5251.000	POLICE/FIRE BLDG - LICENSE &	0.00	75.00	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.1099.5290.000	INSURANCE - GENERAL	45,905.95	46,982.40	55,546.00	55,546.00	0.00	0.00%	61,101.00	5,555.00	10.00%
001.1099.5300.000	INSURANCE - TORT LIAB	984.00	1,041.00	1,191.00	1,191.00	0.00	0.00%	1,310.00	119.00	9.99%
001.1099.5342.000	CONTRACT-OUTSIDE HELP	15,786.96	23,895.69	15,800.00	15,800.00	0.00	0.00%	15,800.00	0.00	0.00%
001.1099.5344.000	CONTRACT-MAINTENANCE	7,565.88	9,834.58	8,648.00	8,648.00	0.00	0.00%	8,648.00	0.00	0.00%
001.1099.5347.000	CONTRACT SOFTWARE & TECH	5,074.64	1,526.23	3,600.00	3,600.00	0.00	0.00%	3,600.00	0.00	0.00%
001.1099.5386.000	CONTRACT LAWN CARE	14,203.60	15,642.80	16,500.00	16,500.00	0.00	0.00%	16,500.00	0.00	0.00%
001.1099.5410.000	REPAIRS & MAINTENANCE	21,793.08	9,501.37	17,000.00	17,000.00	0.00	0.00%	17,000.00	0.00	0.00%
001.1099.5450.000	TELEPHONE/OTHER COMMNC	33,441.54	31,982.97	32,000.00	32,000.00	0.00	0.00%	32,000.00	0.00	0.00%
001.1099.5481.000	ELECTRICITY	72,330.77	94,370.74	102,300.00	102,300.00	0.00	0.00%	102,300.00	0.00	0.00%
001.1099.5482.000	NATURAL GAS	28,925.17	29,840.44	33,000.00	33,000.00	0.00	0.00%	33,000.00	0.00	0.00%
001.1099.5483.000	WATER	0.00	1,230.25	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.1099.5485.000	STORM WATER FEES	0.00	4,778.24	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%
001.1099.5488.000	SEWER	0.00	112.72	0.00	0.00	0.00	0.00%	0.00	0.00	0.00%

Budget Comparison Report

				Comparison 1	Comparison 1		Comparison 2	Comparison 2	
		Parent Budget		Budget	to Parent		Budget	to Comparison 1	
		2023-2024	2024-2025	2025-2026	2025-2026	%	2026-2027	Increase /	%
		Total Activity	Total Activity	FY26 Dept Req...	FY26		FY27 Dept	(Decrease)	
Account Number					Amendment ...		Request		
001.1099.5611.000	BLDG,GRD OPER/MAINT SPLY	2,136.11	1,645.97	1,500.00	1,500.00	0.00	1,500.00	0.00	0.00%
001.1099.5718.000	MINOR EQUIP, UNCLASSIFIED	0.00	211.19	0.00	0.00	0.00	0.00	0.00	0.00%
Total Expense:		250,261.49	275,373.08	289,638.00	289,638.00	0.00	296,145.00	6,507.00	2.25%
Total Function: 1099 - Police and Fire Building Exps:		-250,165.61	-254,808.25	-273,092.00	-273,092.00	0.00	-279,599.00	-6,507.00	2.38%
Total Fund: 001 - GENERAL FUND:		-333,365.61	-341,336.25	-363,081.00	-363,081.00	0.00	-369,588.00	-6,507.00	1.79%
Report Total:		-333,365.61	-341,336.25	-363,081.00	-363,081.00	0.00	-369,588.00	-6,507.00	1.79%

Budget Comparison Report

Fund Summary

				Parent Budget	Comparison 1 Budget	Comparison 1 to Parent Budget	%	Comparison 2 Budget	Comparison 2 to Comparison 1 Budget	%
Fund		2023-2024 Total Activity	2024-2025 Total Activity	2025-2026 FY26 Dept Req...	2025-2026 FY26 Amendment ...	Increase / (Decrease)		2026-2027 FY27 Dept Request	Increase / (Decrease)	
001 - GENERAL FUND		-333,365.61	-341,336.25	-363,081.00	-363,081.00	0.00	0.00%	-369,588.00	-6,507.00	1.79%
Report Total:		-333,365.61	-341,336.25	-363,081.00	-363,081.00	0.00	0.00%	-369,588.00	-6,507.00	1.79%