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COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
AUGUST 11, 2014, at 5:30 PM

NOTICE TO PUBLIC: The Mayor and City Council welcome comment from the public during discussion. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks in order that others may be given the opportunity to speak.

CALL TO ORDER: Mayor James L. Lowrance

PLEDGE OF ALLEGIANCE:

ROLL CALL: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.

MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

APPROVAL OF AGENDA:

CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

- 1) Approve Council meeting Minutes of July 28, 2014
- 2) Approve Bill List in the amount of \$1,252,442.50
- 3) Receipt of Building Report, July 2014.
- 4) Receipt of Civil Service Commission Certified Hire List, Water Pollution Control Plant Operator
- 5) Resolution 2014-096 Approving Contract Grant Award of \$39,458 with local match of \$13,153, with the State of Iowa Department of Justice, Crime Victim Assistance Division, relating to compliance with requirements of the Violence against Women Act, Contract through June 30, 2015.
- 6) Resolution 2014-097 Awarding Banking Services to United Bank and Trust for a period of Five Year, commencing no later than September 2, 2014, relating to United Bank and Trust for checking account services and Great Western Bank for procurement purchase card services.

(end of consent agenda items)

REPORT:

- 7) Fox Engineering - Update on Interceptor Sewer Line

RESOLUTIONS:

- 8) Resolution 2014-098 in Support of Marshalltown Central Business District's Main Street Iowa Challenge Grant Application to the Iowa Economic Development Authority for the Kibbey Building, located at 125-131 E Main Street, Marshalltown, Iowa.
- 9) Resolution 2014-099 in Support of Multi Family (Rental) Unit Production New Construction Program Round 6, CDBG Disaster Recovery Grant Application to the Iowa Economic Development Authority for the Kibbey Building, located at 125-131 E Main Street, Marshalltown, Iowa.
- 10) Resolution 2014-100 Authorizing Mayor to Execute FAA Grant Assurance Documents for the Marshalltown Municipal Airport Land Acquisition Project 77010003. AIP No.#3-19-0058-013

ORDINANCES:

- 11) Ordinance 14932 Amending the Marshalltown City Code, 2013 Recodification, by extending the hours of sales activities by Transient Merchant Licensees, first reading.

Visit www.ci.marshalltown.ia.us

Please refer to the previous Committee of Whole packet for attachments not included with this agenda packet. Complete agenda packets are available for inspection for the public at the City Clerk's Office, the Marshalltown Public Library and the city's website.



- 12) Ordinance 14933 Amending the Marshalltown City Code, 2013 Recodification, by amending the penalties applicable to Civil Infractions, first reading.
- 13) Ordinance 14934 Amending the Marshalltown City Code, 2013 Recodification, to clarify that the placement of grass, leaves, or lawn clippings on the street is a violation, first reading.

DISCUSSION: August 28, 2014, Agenda in process

- 1) Marshalltown, Iowa's Great Places update
- 2) New Liquor License, Roger Aneweer, "The Gathering Spot" 209 E Main Suite #9
- 3) New Outdoor Service Area, Rumours
- 4) Memorandum of Agreement with Marshall County regarding renewing agreement to cover repairs and maintenance of the "Jaws of Life", both parties are paying one half of the necessary repairs, replacement and maintenance, not exceeding \$10,000.
- 5) Utility Easements along South 6th Avenue
- 6) Handicap parking space requests
- 7) Sale of Asphalt millings at \$5 ton
- 8) Improvements to Grade Crossing, Union Pacific railroad, on Quarry Road.

PUBLIC COMMENTS:

ADJOURNMENT:

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COUNCIL DATE 08/11/2014

VISA	\$8,240.94	VISA
ACH'S	\$377,341.89	ACH'S
CHECKS	\$281,161.95	CHECKS
PAYROLL#15	\$585,697.72	PAYROLL
VOID		
	\$1,252,442.50	TOTAL

540430.5600.055	A & P FOOD EQUIPMENT INC	SNO KONE CUPS	68.68
278690.5240.510	ABC RENTALS	RENT ASSIST	252.00
278690.5240.510	ABC RENTALS	RENT ASSIST	139.00
101440.5410.000	ACCO UNLIMITED CORP	CONTROL BOX	149.00
101440.5600.054	ACCO UNLIMITED CORP	LIQUID CHLO	932.20
101110.5570.000	ACTION AUTO PARTS INC	REAR SEAT #514	200.00
101421.5600.010	ADLAND ENGRAVING CO INC	TROPHIES	101.50
204420.5600.000	ADLAND ENGRAVING CO INC	HERSHEY SHIRTS	23.90
550780.5600.000	ADOBE SYSTEMS	OP SUPPLIES	89.99
101420.5600.450	ADVENTURE LANDS OF AMERICA	tickets	32.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	tickets	256.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	tickets	32.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	tickets	64.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	tickets	64.00
206710.5600.000	AIRGAS USA, LLC	OUTFIT CONT	429.95
520520.5600.030	AIRGAS USA, LLC	ARGON	120.85
233410.5340.010	ALL AMERICAN TURF BEAUTY, INC	6TH ST COMPLEX	496.01
101110.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	2,836.18
101110.5480.020	ALLIANT UTILITIES IES	ELECTRIC/GAS	41.90
101140.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	1,273.82
101140.5480.020	ALLIANT UTILITIES IES	ELECTRIC/GAS	70.41
101170.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	89.00
101410.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	34.12
101410.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	17.07
101410.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	28.52
101410.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	72.46
101410.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	27.75
101410.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	11.43
101410.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	65.68
101410.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	55.77
101410.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	31.67
101410.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	51.67
101410.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	18.73
101410.5480.020	ALLIANT UTILITIES IES	ELECTRIC/GAS	23.04
101440.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	7,650.17
101440.5480.020	ALLIANT UTILITIES IES	ELECTRIC/GAS	5,049.37
101480.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	2,637.29
101480.5480.020	ALLIANT UTILITIES IES	ELECTRIC/GAS	177.05

101770.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	744.05
101880.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	62.19
101880.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	369.63
101880.5480.020	ALLIANT UTILITIES IES	ELECTRIC/GAS	41.89
101881.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	1,232.64
101881.5480.020	ALLIANT UTILITIES IES	ELECTRIC/GAS	23.18
152451.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	552.86
152451.5480.020	ALLIANT UTILITIES IES	ELECTRIC/GAS	28.22
206120.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	47.39
206120.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	134.24
206120.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	32.62
206120.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	19.16
206120.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	19.16
206120.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	19.16
206120.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	42.93
206120.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	36.72
206120.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	38.55
206120.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	40.43
206120.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	34.25
206120.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	35.25
206120.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	52.74
206120.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	18.73
206120.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	33.37
206120.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	32.92
206160.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	24.81
206160.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	79.84
206160.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	78.63
206160.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	33.97
206160.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	32.92
206160.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	32.77
206160.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	33.37
206160.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	25.20
206160.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	36.07
206160.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	41.05
206160.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	39.24
206160.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	31.22
206160.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	128.19
206160.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	55.27
206160.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	30.60
206160.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	91.07
276210.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	118.85
276210.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	123.99
276210.5480.020	ALLIANT UTILITIES IES	ELECTRIC/GAS	20.59
276210.5480.020	ALLIANT UTILITIES IES	ELECTRIC/GAS	28.35
281690.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	16.57
281690.5480.020	ALLIANT UTILITIES IES	ELECTRIC/GAS	10.13
520520.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	16.97

520590.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	587.19
520590.5480.010	ALLIANT UTILITIES IES	ELECTRIC/GAS	146.94
101310.5732.300	AMAZON.COM	BOOKS	11.23
101310.5732.300	AMAZON.COM	BOOKS	4.00
101310.5732.300	AMAZON.COM	BOOKS	13.57
101310.5732.300	AMAZON.COM	BOOKS	5.97
101310.5732.300	AMAZON.COM	BOOKS	5.74
101310.5732.300	AMAZON.COM	BOOKS	6.97
101310.5732.300	AMAZON.COM	BOOKS	4.00
101310.5732.300	AMAZON.COM	BOOKS	6.90
101310.5732.300	AMAZON.COM	BOOKS	33.32
101310.5732.300	AMAZON.COM	BOOKS	4.13
101310.5732.300	AMAZON.COM	BOOKS	13.62
101310.5732.300	AMAZON.COM	BOOKS	22.69
101310.5732.300	AMAZON.COM	BOOKS	12.77
101310.5732.300	AMAZON.COM	BOOKS	7.19
101310.5732.300	AMAZON.COM	BOOKS	9.94
101310.5732.300	AMAZON.COM	BOOKS	9.52
101310.5732.300	AMAZON.COM	BOOKS	45.91
101310.5732.300	AMAZON.COM	BOOKS	8.77
101310.5732.320	AMAZON.COM	BOOKS	46.47
101310.5732.320	AMAZON.COM	BOOKS	86.73
101310.5732.320	AMAZON.COM	BOOKS	13.24
101310.5732.320	AMAZON.COM	BOOKS	8.80
101310.5732.320	AMAZON.COM	BOOKS	20.14
242310.5732.300	AMAZON.COM	BOOKS	7.94
276210.5433.000	AMERICINN MOTEL	HOTEL LEAD	419.45
278690.5240.510	AMES RENTAL PROPERTIES COOP	RENT ASSIST	414.00
278690.5240.510	AMES RENTAL PROPERTIES COOP	RENT ASSIST	174.00
278690.5240.510	AMES RENTAL PROPERTIES COOP	RENT ASSIST	82.00
278690.5240.510	AMES RENTAL PROPERTIES COOP	RENT ASSIST	22.00
278690.5240.510	AMES RENTAL PROPERTIES COOP	RENT ASSIST	99.00
101440.5600.000	AMSAN	RESTROOM SUPPLIES	86.05
278690.5240.570	ANA ARELLANO	UTILITY REIMBURSEMENT	21.00
278690.5240.510	ANDY CHOATE	RENT ASSIST	443.00
278690.5240.510	ANDY CHOATE	RENT ASSIST	242.00
101110.5321.000	ANIMAL CLINIC - THE VET	EXAM - K9	14.00
276210.5320.000	AREA SANITATION	110&112 W LINN ST	90.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	601.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	509.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	440.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	426.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	384.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	265.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	215.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	132.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	33.00

278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	172.00
101770.5570.000	ARNOLD MOTOR SUPPLY	TRACTOR MAI	247.26
206120.5570.000	ARNOLD MOTOR SUPPLY	P/M NEW WATER	47.57
206710.5570.000	ARNOLD MOTOR SUPPLY	LUG	5.66
206710.5570.000	ARNOLD MOTOR SUPPLY	PARTS	20.00
206710.5600.000	ARNOLD MOTOR SUPPLY	WHEEL	97.97
206710.5600.000	ARNOLD MOTOR SUPPLY	BATTERY/LOC	49.76
206710.5600.000	ARNOLD MOTOR SUPPLY	TESTER	43.11
278690.5240.510	ARROWHEAD HOMES, LLC	RENT ASSIST	449.00
101330.5251.000	ASCAP	LICENSE FEE	331.75
101850.5340.100	ASSOCIATED COMPUTER SYSTEMS LTD	HARDWARE/SOFTWARE	1,299.99
101850.5340.150	ASSOCIATED COMPUTER SYSTEMS LTD	HARDWARE/SOFTWARE	980.19
510531.5340.010	AUS DES MOINES MC LOCKBOX	JULY LAUNDRY	1.36
510531.5340.010	AUS DES MOINES MC LOCKBOX	JULY LAUNDRY	1.36
510531.5340.010	AUS DES MOINES MC LOCKBOX	JULY LAUNDRY	1.36
510531.5340.010	AUS DES MOINES MC LOCKBOX	JULY LAUNDRY	1.36
520520.5340.010	AUS DES MOINES MC LOCKBOX	JULY LAUNDRY	18.08
520520.5340.010	AUS DES MOINES MC LOCKBOX	JULY LAUNDRY	18.08
520520.5340.010	AUS DES MOINES MC LOCKBOX	JULY LAUNDRY	18.08
520520.5340.010	AUS DES MOINES MC LOCKBOX	JULY LAUNDRY	22.08
520590.5340.010	AUS DES MOINES MC LOCKBOX	JULY LAUNDRY	2.04
520590.5340.010	AUS DES MOINES MC LOCKBOX	JULY LAUNDRY	2.04
520590.5340.010	AUS DES MOINES MC LOCKBOX	JULY LAUNDRY	2.04
520590.5340.010	AUS DES MOINES MC LOCKBOX	JULY LAUNDRY	2.04
550780.5570.000	AUTOMOTIVE RESOURCES INC	HOIST METAL	77.51
101881.5410.000	B & G HVAC	CARNEGIE BLDG	213.00
206710.5600.000	BAKER GROUP	OP SUPPLIES	141.78
278690.5240.510	BARBARA BROWN	RENT ASSIST	39.00
150891.5703.000	BDH TECHNOLOGY	WORKSTATION	1,700.30
520520.5340.150	BDH TECHNOLOGY	MOVE WPC2 -STATION	85.00
101410.5410.000	BENS TIRE & AUTO	SWITCH&BALANCE	15.00
101770.5570.000	BENS TIRE & AUTO	TIRE REPAIR	30.00
101140.5600.000	BESTBATTDOTCOM	USB CABLE	8.89
278690.5240.510	BETTY BROWN	RENT ASSIST	276.00
801110.5114.000	BETTY GOODING	PENSION PAYMENT	694.74
101880.5410.000	BLINK ELECTRIC MOTORS INC	REPAIRS	47.80
520520.5600.000	BLINK ELECTRIC MOTORS INC	DIGESTER	164.45
520520.5600.000	BLINK ELECTRIC MOTORS INC	BELT	9.50
491750.5340.240	BLOMMERS CONSTRUCTION INC	E NEVADA REPAIRS	87,992.37
278690.5240.510	BLUFFWOOD PARTNERS LLC	RENT ASSIST	553.00
278690.5240.510	BLUFFWOOD PARTNERS LLC	RENT ASSIST	440.00
278690.5240.510	BLUFFWOOD PARTNERS LLC	RENT ASSIST	20.00
278690.5240.510	BOULDER COOPERATIVE HOUSING ASSOC	RENT ASSIST	460.00
278690.5240.510	BOULDER COOPERATIVE HOUSING ASSOC	RENT ASSIST	349.00
278690.5240.510	BOULDER COOPERATIVE HOUSING ASSOC	RENT ASSIST	229.00
278690.5240.510	BOULDER COOPERATIVE HOUSING ASSOC	RENT ASSIST	102.00
278690.5240.510	BOULDER COOPERATIVE HOUSING ASSOC	RENT ASSIST	12.00

278690.5240.510	BRANT LUENSE	RENT ASSIST	475.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	423.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	408.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	405.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	368.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	252.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	239.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	186.00
278690.5240.510	BRANT LUENSE	RENT ASSIST	88.00
101850.5460.000	BRIAN DEMOSS	MPA CONF MILEAGE	13.26
510531.5600.000	BROWN SUPPLY COMPANY INC	LED LIGHT BAR	119.80
510531.5600.000	BROWN SUPPLY COMPANY INC	MANHOLE/RISER	192.40
520590.5600.000	BROWN SUPPLY COMPANY INC	LED LIGHT BAR	179.69
520590.5600.000	BROWN SUPPLY COMPANY INC	MANHOLE/RISER	288.60
206120.5600.000	BROWN TRAFFIC PRODUCTS INC	GREEN LIGHT	142.00
101110.5600.000	BROWNELLS INC	FIREARM CLE	203.50
101110.5600.070	BROWNELLS INC	MAGPUL AR-1	158.94
278690.5240.510	BRYNGELSON CORP	RENT ASSIST	388.00
278690.5240.510	BRYNGELSON CORP	RENT ASSIST	247.00
278690.5240.510	BRYNGELSON CORP	RENT ASSIST	227.00
278690.5240.570	BRYNN PRICE	UTILITY REI	22.00
101110.5410.000	CAPTAIN CLEAN	BASEMENT CARPET CLEANED	146.34
101110.5230.000	CARI MCDANIEL	PRE-EMPLOY TESTING	250.00
278690.5240.510	CAROL WEIDNER	RENT ASSIST	198.00
206710.5570.000	CARQUEST AUTO PARTS STORES	AIR FILTER	4.01
278690.5240.510	CARROLL REYNOLDS JR	RENT ASSIST	234.00
206710.5570.000	CASEY'S	VEHICLE OP	27.27
206710.5570.000	CASEY'S	VEHICLE OP	25.83
206710.5600.000	CASEY'S	FLOOD 2014	6.28
278690.5600.000	CDW GOVERNMENT INC	ADOBE ACROBAT	350.37
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSIST	119.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSIST	92.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSIST	92.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSIST	91.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSIST	38.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSIST	32.00
278690.5240.510	CENTRAL IA RESIDENTIAL SERV INC	RENT ASSIST	21.00
101770.5570.000	CENTRAL IOWA WATER ASSOCIATION	WATER READING	144.56
101870.5600.000	CENTRAL OFFICE SUPPLY	PENS-ZONING	16.70
550780.5370.000	CENTRAL OFFICE SUPPLY	PAPER	39.33
101110.5450.000	CENTURYLINK	6/20-7/19 PHONES	47.60
101140.5450.000	CENTURYLINK	6/20-7/19 PHONES	6.64
101310.5450.000	CENTURYLINK	6/20-7/19 PHONES	12.29
101420.5450.000	CENTURYLINK	6/20-7/19 PHONES	8.79
101480.5450.000	CENTURYLINK	6/20-7/19 PHONES	2.66
101561.5450.000	CENTURYLINK	6/20-7/19 PHONES	3.18
101581.5450.000	CENTURYLINK	6/20-7/19 PHONES	0.05

101790.5450.000	CENTURYLINK	6/20-7/19 PHONES	0.75
101820.5450.000	CENTURYLINK	6/20-7/19 PHONES	5.10
101831.5450.000	CENTURYLINK	6/20-7/19 PHONES	0.81
101840.5450.000	CENTURYLINK	6/20-7/19 PHONES	1.63
101850.5450.000	CENTURYLINK	6/20-7/19 PHONES	1.86
101870.5450.000	CENTURYLINK	6/20-7/19 PHONES	0.34
101890.5450.000	CENTURYLINK	6/20-7/19 PHONES	2.42
101891.5450.000	CENTURYLINK	6/20-7/19 PHONES	2.71
206120.5450.000	CENTURYLINK	6/20-7/19 PHONES	0.05
206710.5450.000	CENTURYLINK	6/20-7/19 PHONES	1.27
206760.5450.000	CENTURYLINK	6/20-7/19 PHONES	4.86
276210.5450.000	CENTURYLINK	6/20-7/19 PHONES	5.29
278690.5450.000	CENTURYLINK	6/20-7/19 PHONES	8.61
290113.5450.000	CENTURYLINK	6/20-7/19 PHONES	27.11
510531.5450.000	CENTURYLINK	6/20-7/19 PHONES	0.50
520520.5450.000	CENTURYLINK	6/20-7/19 PHONES	5.92
520590.5450.000	CENTURYLINK	6/20-7/19 PHONES	0.60
550780.5450.000	CENTURYLINK	6/20-7/19 PHONES	2.27
491750.5230.030	CLAPSADDLE GARBER ASSOC INC	ALLIANT RD	7,940.25
101110.5340.010	CLEANING BY STEPHANIE	JULY JANITORIAL SRV	1,000.00
276210.5320.000	CLEANING BY STEPHANIE	110&112 W LINN ST	208.31
276210.5320.000	CLEANING BY STEPHANIE	CLEANING	178.83
278690.5240.510	CMHC INVESTMENTS	RENT ASSIST	263.00
101440.5331.500	COMMUNITY Y OF MARSHALLTOWN	OP EXPENSES	23,037.68
510531.5600.000	CONCRETE INC	DENNIS DR/G	122.22
510531.5600.000	CONCRETE INC	1116 SUMMIT	122.22
510531.5600.000	CONCRETE INC	13TH/LINN	135.07
510531.5600.000	CONCRETE INC	1116 SUMMIT	122.22
101660.5410.000	CONNERLEY CONSTRUCTION LLC	101 S 9TH ST	2,000.00
276210.5410.000	CONNERLEY CONSTRUCTION LLC	101 S 9TH ST	24,745.00
278690.5240.510	CONNIE WARREN	RENT ASSIST	244.00
520590.5410.000	CONSTRUCT INC	STATE ST &	4,250.00
206120.5480.010	CONSUMERS ENERGY CO-OP	6/2-7/1 MARHALLTOWN	69.41
206160.5480.010	CONSUMERS ENERGY CO-OP	6/2-7/1 MARHALLTOWN	368.23
101140.5600.000	CRESCENT ELECTRIC SUPPLY CO	OP SUPPLIES	71.28
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	255.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	252.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	249.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	249.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	246.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	246.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	246.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	246.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	231.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	229.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	216.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	215.00

278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	201.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	195.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	192.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	174.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	172.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	155.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	151.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	145.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	135.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	129.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	99.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	80.00
278690.5240.510	CRESTVIEW OF MARSHALLTOWN LTD	RENT ASSIST	64.00
278690.5240.570	CRUZ RODRIGUEZ	UTILITY REI	87.00
278690.5240.510	D & D RENTALS INC	RENT ASSIST	245.00
278690.5240.510	D & D RENTALS INC	RENT ASSIST	242.00
278690.5240.510	D & D RENTALS INC	RENT ASSIST	188.00
278690.5240.510	D & D RENTALS INC	RENT ASSIST	93.00
278690.5240.510	D & L APARTMENTS	RENT ASSIST	274.00
278690.5240.510	D & L APARTMENTS	RENT ASSIST	163.00
278690.5240.510	DALEEN MICHEL	RENT ASSIST	419.00
278690.5240.570	DANIEL BARRON	UTILITY REI	10.00
278690.5240.510	DARREN FLATER	RENT ASSIST	207.00
278690.5240.510	DAVID M PYLE	RENT ASSIST	121.00
101581.5261.000	DAVID PILLE	920 JACKSON	525.00
101581.5261.760	DAVID PILLE	101 N CENTER	60.00
101581.5261.760	DAVID PILLE	26 E MAIN	50.00
278690.5240.510	DAVID TOULOUSE	RENT ASSIST	467.00
206750.5340.240	DAY CONSTRUCTION	CONCRETE REPAIRS	57,936.10
278690.5240.510	DEBORAH SPECHT	RENT ASSIST	482.00
278690.5240.510	DEBRA J OETKER	RENT ASSIST	213.00
278690.5240.510	DERALD MERRILL	RENT ASSIST	219.00
101410.5340.010	DEVIG SERVICES	CONTRACT MOWING	1,128.00
206710.5340.500	DEVIG SERVICES	CONTRACT MOWING	246.00
510532.5340.010	DEVIG SERVICES	CONTRACT MOWING	220.00
520590.5600.590	DEZURIK	GATE VALVE	200.00
101410.5600.080	DIAMOND VOGEL PAINTS	BULLSEYE GA	42.04
206710.5600.000	DIAMOND VOGEL PAINTS	CABLE/KIT	141.50
206710.5600.000	DIAMOND VOGEL PAINTS	PARTS	30.88
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE PAINT	20.06
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE PAINT	237.15
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE PAINT	79.05
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE PAINT	79.05
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE PAINT	316.20
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE PAINT	79.05
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE PAINT	79.05
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE PAINT	237.15

206710.5610.940	DIAMOND VOGEL PAINTS	WHITE PAINT	197.60
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE PAINT	395.20
206710.5610.940	DIAMOND VOGEL PAINTS	FLUID	19.80
206710.5610.940	DIAMOND VOGEL PAINTS	WHITE PAINT	424.30
278690.5240.510	DONNA STROHM	RENT ASSIST	139.00
278690.5240.510	DOROTHY J WEIDA	RENT ASSIST	198.00
278690.5240.510	DOUBLE D ENTERPRISE	RENT ASSIST	245.00
101310.5600.000	EARL MAY SEED & NURSERY	PLANTS	201.92
206710.5570.000	EASTERN MARINE WEBSITE	VEHICLE OP	494.85
101421.5340.630	PLANT X	CAMP M'TOWN	346.36
101421.5340.630	PLANT X	SUMMER BLAST	25.00
101421.5340.630	PLANT X	SUMMER BLAST	314.66
101880.5600.000	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	73.27
101880.5600.000	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	10.26
206710.5340.010	ELECTRONIC ENGINEERING CO INC	8/1-8/31 GPS	1,038.70
510531.5340.010	ELECTRONIC ENGINEERING CO INC	8/1-8/31 GPS	63.92
520590.5340.010	ELECTRONIC ENGINEERING CO INC	8/1-8/31 GPS	95.88
276210.5360.000	ENVIRO HEALTH TECHNOLOGIES	LEAD CKS	6.15
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD CKS	55.00
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD CKS	11.00
276210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	609 W LINN	94.25
276210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	508 W CHURCH	94.25
276210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	405 W STATE	94.25
278690.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	508 W CHURCH	94.25
101880.5600.000	FAREWAY STORES INC	OP SUPPLIES	36.05
230110.5460.000	FAREWAY STORES INC	WATER, ICE	5.37
278690.5240.510	FARMERS SAVING BANK	RENT ASSIST	246.00
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSIST	375.00
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSIST	223.00
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSIST	218.00
278690.5240.510	FARRELL PROPERTIES, INC	RENT ASSIST	215.00
206710.5600.000	FASTENAL COMPANY	SAFETY GLASS	5.49
206710.5600.000	FASTENAL COMPANY	PARTS	18.77
150990.5810.000	FIRE SERVICE TRAINING BUREAU	FIRE TRUCK	6,920.20
520520.5230.030	FOX ENGINEERING ASSOCIATES INC	WPCP PERF EDGE	9,130.00
278690.5240.510	FREDY M VILLEDA	RENT ASSIST	535.00
278690.5240.510	FRIENDLY VALLEY APARTMENTS LLC	RENT ASSIST	154.00
278690.5240.510	FRIENDLY VALLEY APARTMENTS LLC	RENT ASSIST	136.00
101110.5132.000	GALL'S INC	BOOTS	158.75
101110.5132.000	GALL'S INC	SHOES -TUTTLE	77.25
101110.5132.000	GALL'S INC	2 FLASHLIGHT	208.00
101140.5132.000	GALL'S INC	BOOTS	116.94
278690.5240.510	GARWIN TRUST % S KIENZLE	RENT ASSIST	345.00
278690.5240.510	GARWIN TRUST % S KIENZLE	RENT ASSIST	146.00
278690.5240.510	GARWIN TRUST % S KIENZLE	RENT ASSIST	113.00
278690.5240.510	GARWIN TRUST % S KIENZLE	RENT ASSIST	97.00
278690.5240.510	GARY W FERNEAU	RENT ASSIST	255.00

278690.5240.510	GERALD W KOSCIELSKI	RENT ASSIST	221.00
278690.5240.510	GERALD W KOSCIELSKI	RENT ASSIST	185.00
101110.5570.010	GIT N GO CONVENIENCE STORES INC #35	FUEL	25.00
278690.5240.510	GLADBROOK HOUSING	RENT ASSIST	171.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSIST	575.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSIST	530.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSIST	325.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSIST	312.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSIST	292.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSIST	226.00
278690.5240.510	GLENDA DRIVE LLC	RENT ASSIST	47.00
278690.5240.510	GMK INC	RENT ASSIST	97.00
278690.5240.510	GOSSARD MOBILE HOMES INC	RENT ASSIST	135.00
101410.5340.010	GRAFF LANDSCAPING	JUNE CONTRACT	340.00
206710.5340.500	GRAFF LANDSCAPING	JUNE CONTRACT	300.00
510532.5340.010	GRAFF LANDSCAPING	JUNE CONTRACT	180.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	271.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	262.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	255.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	246.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	242.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	237.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	231.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	218.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	215.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	208.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	206.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	189.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	188.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	179.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	176.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	156.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	140.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	117.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	114.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	111.00
278690.5240.510	GRANT PARK LLC	RENT ASSIST	86.00
520520.5600.000	GRAYMONT CAPITAL INC	BULK LIME	3,734.64
278690.5240.510	GREGORY J SPECHT	RENT ASSIST	443.00
206710.5610.570	GRIMES ASPHALT AND PAVING CORP	COLD MIX	808.84
101561.5231.000	GRIMES BUCK SCHOELL & BEACH	SRVS 6/16-7/01	330.00
101561.5231.000	GRIMES BUCK SCHOELL & BEACH	SRVS 7/15-8/01	120.00
101660.5231.000	GRIMES BUCK SCHOELL & BEACH	SRVS 6/16-7/01	75.00
101860.5231.000	GRIMES BUCK SCHOELL & BEACH	SRVS 6/16-7/01	3,420.00
101860.5231.000	GRIMES BUCK SCHOELL & BEACH	SRVS 7/15-8/01	2,330.00
101860.5231.000	GRIMES BUCK SCHOELL & BEACH	SRVS 7/15-8/01	835.00
278690.5240.510	H & H RENTALS LLC	RENT ASSIST	175.00

230110.5600.000	HALEY'S GROCERY	CHARCOAL	16.75
101110.5410.000	HARTWIG PLUMBING & HEATING INC	CLEAN LINE	205.00
206710.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	8/1-8/31 IN	235.08
290113.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	MARSHALL CTY 911	88.00
290113.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	911 EMERG SRVS	450.00
510531.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	8/1-8/31 IN	47.02
520590.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	8/1-8/31 IN	70.53
550780.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	8/1-8/31 IN	117.55
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	249.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	246.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	243.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	243.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	198.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	192.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	192.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	191.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	151.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	116.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	115.00
278690.5240.510	HILLTOP VILLAGE	RENT ASSIST	98.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	302.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	230.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	224.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	224.00
278690.5240.510	HISTORIC TALLCORN TOWERS LLLP	RENT ASSIST	218.00
550780.5600.000	HKI*MWP.NET	OP SUPPLIES	119.95
206710.5570.000	HOME RENTAL CENTER	STOP SWITCH	14.00
206710.5570.000	HOME RENTAL CENTER	ROAD LASER	45.00
278690.5235.100	HOUSING AUTHORITY OF COOK COUNTY	ADMINFEE	34.58
278690.5240.510	HOUSING AUTHORITY OF COOK COUNTY	RENT ASSIST	553.00
291180.5230.030	HOWARD R GREEN COMPANY, INC	ANSON CREEK	801.00
278690.5240.510	HUBBARD MAPLE STREET APARTMENTS, LLC	RENT ASSIST	391.00
278690.5240.510	HUBBARD MAPLE STREET APARTMENTS, LLC	RENT ASSIST	201.00
278690.5240.510	HUBBARD MAPLE STREET APARTMENTS, LLC	RENT ASSIST	195.00
278690.5240.510	HUBBARD MAPLE STREET APARTMENTS, LLC	RENT ASSIST	176.00
278690.5240.510	HUBBARD MAPLE STREET APARTMENTS, LLC	RENT ASSIST	126.00
278690.5240.510	HUBBARD MAPLE STREET APARTMENTS, LLC	RENT ASSIST	35.00
101110.5600.000	HY-VEE ACCOUNTS RECEIVABLE	WATER - 4TH	10.00
101110.5600.000	HY-VEE ACCOUNTS RECEIVABLE	ICE, BUG SPRAY	19.16
101420.5600.000	HY-VEE ACCOUNTS RECEIVABLE	Ant Killer	5.99
101421.5331.500	IA CRIMINAL RECORD CHECKS	FBI Crimina	108.00
550780.5216.000	IA CRIMINAL RECORD CHECKS	PAPPAS BACK	15.00
101840.5460.000	IMFOA	LEADERSHIP	60.00
101110.5460.000	IN THE LINE OF DUTY INC	ANIMAL ABUSE	115.00
206760.5600.000	INFO TECH BID EXPRESS	OP SUPPLIES	80.00
520520.5600.000	INSTRUMENT CONTROL SYS INC	LC150 BASE	1,511.00
206710.5570.000	INTERSTATE BATTERY OF UPPER IA	REBUILD 18V	759.75

101840.5280.000	INTL INSTITUTE OF MUN CLERKS	COUGHENOUR	185.00
520520.5251.000	IOWA DEPT OF NAT RESOURCES	NPDES WASTE	1,275.00
101410.5340.070	IOWA DIV OF LABOR SERVICES	BOILER CK	95.00
101840.5280.000	IOWA LEAGUE OF CITIES	MEMBERSHIP	7,527.00
101820.5600.000	IOWA OFFICE INTERIORS, INC	OFFICE SUPPLIES	116.05
206710.5610.910	IOWA PRISON INDUSTRIES	SIGN	81.50
520520.5718.000	IOWA PUMP WORKS	SCUM PUMP#1	2,679.00
101545.5010.080	IOWA VALLEY COMM COLLEGE DIST	COORDINATOR	4,992.00
101545.5010.080	IOWA VALLEY COMM COLLEGE DIST	PT TIME CAM	1,607.50
101545.5199.080	IOWA VALLEY COMM COLLEGE DIST	BENEFITS-OT	2,166.90
101545.5230.000	IOWA VALLEY COMM COLLEGE DIST	MGR CHANNEL	1,875.00
520520.5600.000	IOWA WHOLESALE SUPPLY	DEWATERING	198.45
233410.5331.500	IPRA	TEAM ENTRY	345.00
206710.5340.240	J & T CONSTRUCTION COMPANY	2ND AVE/MAIN	1,160.00
278690.5240.510	J&N HOME RENTALS LLC	RENT ASSIST	435.00
278690.5240.510	JACK STICKFORT	RENT ASSIST	199.00
278690.5240.510	JAMES HATCH	RENT ASSIST	230.00
278690.5240.510	JAMMIE HOWARD	RENT ASSIST	114.00
278690.5240.510	JANET HALA	RENT ASSIST	246.00
278690.5240.510	JANET HALA	RENT ASSIST	228.00
278690.5240.510	JANET HALA	RENT ASSIST	228.00
278690.5240.510	JANET HALA	RENT ASSIST	156.00
278690.5240.510	JAY HANSEN	RENT ASSIST	400.00
278690.5240.510	JAY HANSEN	RENT ASSIST	208.00
278690.5240.510	JAY HANSEN	RENT ASSIST	182.00
278690.5240.510	JAY HANSEN	RENT ASSIST	39.00
278690.5240.510	JB I COOPERATIVE ASSOCIATION	RENT ASSIST	476.00
278690.5240.510	JB I COOPERATIVE ASSOCIATION	RENT ASSIST	265.00
278690.5240.510	JB I COOPERATIVE ASSOCIATION	RENT ASSIST	227.00
278690.5240.510	JB I COOPERATIVE ASSOCIATION	RENT ASSIST	100.00
278690.5240.510	JEAN CLAWSON	RENT ASSIST	246.00
278690.5240.510	JEAN CLAWSON	RENT ASSIST	240.00
206710.5570.000	JENSEN INC	CORE RETURN	(60.00)
206710.5570.000	JENSEN INC	PUMP ASSY	271.52
278690.5240.570	JESSICA L. FONSECA	UTILITY REIMBURSE	2.00
278690.5240.510	JJG PROPERTIES	RENT ASSIST	162.00
278690.5240.510	JOANN STRUEBING	RENT ASSIST	254.00
278690.5240.510	JOANN STRUEBING	RENT ASSIST	205.00
278690.5240.570	JOANNA NAIG	UTILITY REIMBURSE	63.00
276210.5472.000	JOEL S CHANDLER	95 MILES @ .39	37.05
278690.5240.510	JOHN E NOVAK	RENT ASSIST	386.00
278690.5240.510	JOSE & MARIA HERRERA	RENT ASSIST	239.00
276210.5472.000	JOYCE BROWN	112 MILES	43.68
278690.5235.100	JUSTINA HALE	UTILITY REIMBURSE	4.00
278690.5240.570	KAYDIE WALKER	UTILITY REIMBURSE	24.00
101581.5261.000	KELLOGG PRESERVATION	9 WESTWOOD	65.00
101581.5261.760	KELLOGG PRESERVATION	INV S/B \$50	(10.00)

101581.5261.760	KELLOGG PRESERVATION	2911 JACKIE	75.00
101581.5261.760	KELLOGG PRESERVATION	2909 JACKIE	75.00
101581.5261.760	KELLOGG PRESERVATION	2907 JACKIE	75.00
101581.5261.760	KELLOGG PRESERVATION	2903 JACKIE	75.00
101581.5261.760	KELLOGG PRESERVATION	301 CARSON	75.00
101581.5261.760	KELLOGG PRESERVATION	309 CARSON	75.00
101581.5261.760	KELLOGG PRESERVATION	2916 JACKIE	75.00
101581.5261.760	KELLOGG PRESERVATION	101 E LINCOLN	50.00
101581.5261.760	KELLOGG PRESERVATION	302 CARSON	50.00
101581.5261.760	KELLOGG PRESERVATION	310 CARSON	75.00
101581.5261.760	KELLOGG PRESERVATION	401 1/2 MAY	65.00
101581.5261.760	KELLOGG PRESERVATION	402 CARSON	75.00
101581.5261.760	KELLOGG PRESERVATION	404 CARSON	50.00
101581.5261.760	KELLOGG PRESERVATION	512 E MAIN	65.00
101581.5261.760	KELLOGG PRESERVATION	918 N 4TH A	125.00
101581.5261.760	KELLOGG PRESERVATION	1410 W STAT	65.00
101581.5261.760	KELLOGG PRESERVATION	201 S 7TH A	50.00
101581.5261.760	KELLOGG PRESERVATION	308 CARSON	75.00
101581.5261.760	KELLOGG PRESERVATION	508 1/2 N 2	60.00
101581.5261.760	KELLOGG PRESERVATION	1006 S 8TH	300.00
101581.5261.760	KELLOGG PRESERVATION	2918 JACKIE	75.00
101581.5261.760	KELLOGG PRESERVATION	2921 JACKIE	75.00
101581.5261.760	KELLOGG PRESERVATION	2919 JACKIE	75.00
101581.5261.760	KELLOGG PRESERVATION	2915 JACKIE	75.00
520520.5570.010	KUM & GO #701	FUEL FOR FU	104.11
101110.5600.000	KWIK STAR #607	ICE - 4TH OF JULY	5.97
278690.5240.510	LAKELAND INVESTMENT GROUP LLC	RENT ASSIST	271.00
499881.5776.000	LANDON-LANDON & ASSOC INC	P&R ENTRY D	5,600.00
278690.5240.510	LARRY A & KAREN BROWN	RENT ASSIST	650.00
278690.5240.510	LARRY VEST	RENT ASSIST	154.00
233410.5331.500	LARRY WELSH	TEAM ENTRY	115.00
101410.5410.000	LARRY'S TOWING & TIRE SERVICE	Tire repair	18.00
278690.5240.510	LAVERNA WARDEN	RENT ASSIST	216.00
278690.5240.570	LAVONA T LOPEZ	UTILITY REIMBURSE	63.00
278690.5240.510	LAWRENCE HALVERSON	RENT ASSIST	229.00
278690.5240.510	LAWTHERS PROPERTY MANAGEMENT	RENT ASSIST	432.00
278690.5240.510	LBO INVESTMENTS, LLC	RENT ASSIST	308.00
278690.5240.510	LESLIE SCOTT	RENT ASSIST	449.00
278690.5240.510	LINDA WIEBENSOHN	RENT ASSIST	128.00
101850.5460.000	LORI STANSBERRY	MPA CONF MILEAGE	57.22
101421.5340.630	LOST ISLAND WATERPARK	CAMP MARSHALLTOWN	546.00
101421.5600.010	LOST ISLAND WATERPARK	CAMP MARSHALLTOWN	195.00
278690.5240.510	L-S RENTALS	RENT ASSIST	176.00
278690.5240.570	LYDIA MACDONALD	UTILITY REIMBURSE	50.00
278690.5240.510	LYLE MATNEY	RENT ASSIST	379.00
101110.5600.000	M GERVICH & SONS INC	80 PCS ALUMINUM	148.00
278690.5240.510	M STEELSMITH LLC	RENT ASSIST	397.00

278690.5240.510	M STEELSMITH LLC	RENT ASSIST	360.00
101561.5360.000	MAIL SERVICES	RENTAL INSP	7.98
101561.5360.000	MAIL SERVICES	RENTAL INSP	17.64
101790.5360.000	MAIL SERVICES	PARKING	177.31
101790.5360.000	MAIL SERVICES	PARKING	14.57
101840.5360.000	MAIL SERVICES	CITY & ADMIN	148.16
101840.5360.000	MAIL SERVICES	CITY & ADMIN	79.54
278690.5360.000	MAIL SERVICES	RENT ASSIST	49.63
278690.5360.000	MAIL SERVICES	RENT ASSIST	83.09
278690.5240.510	MARION MANOR II	RENT ASSIST	426.00
278690.5240.510	MARK WILTS	RENT ASSIST	212.00
101410.5340.010	MARSHALL COUNTY LANDFILL	RESIDENTIAL	64.90
101581.5261.000	MARSHALL COUNTY LANDFILL	920 JACKSON	144.40
101581.5261.000	MARSHALL COUNTY LANDFILL	920 JACKSON	90.80
491750.5250.000	MARSHALL COUNTY RECORDER	RECORDINGS	24.00
101410.5340.010	MARSHALLTOWN KIWANIS PM	CONTRACT MOWING	825.00
278690.5240.510	MARSHALLTOWN SUNDANCE APTS	RENT ASSIST	433.00
278690.5240.510	MARSHALLTOWN SUNDANCE APTS	RENT ASSIST	404.00
278690.5240.510	MARSHALLTOWN SUNDANCE APTS	RENT ASSIST	317.00
278690.5240.510	MARSHALLTOWN SUNDANCE APTS	RENT ASSIST	222.00
278690.5240.510	MARSHALLTOWN SUNDANCE APTS	RENT ASSIST	66.00
278690.5240.510	MARSHALLTOWN SUNDANCE APTS	RENT ASSIST	55.00
233410.5340.600	MARSHALLTOWN UMPIRES ASSOC	29GAMESX2UMPIRES	1,276.00
206120.5230.000	MARSHALLTOWN WATER WORKS	353 LOCATES	84.93
510531.5220.000	MARSHALLTOWN WATER WORKS	JUNE STORM	260.70
510531.5230.000	MARSHALLTOWN WATER WORKS	353 LOCATES	33.96
520520.5220.000	MARSHALLTOWN WATER WORKS	JUNE SANITATION	6,231.72
520590.5230.000	MARSHALLTOWN WATER WORKS	353 LOCATES	50.96
999.1190.010	MARSHALLTOWN WATER WORKS	OFFSET PROGRAM	40.93
278690.5240.510	MAX & VELMA NELSON	RENT ASSIST	281.00
278690.5240.510	MAX & VELMA NELSON	RENT ASSIST	204.00
278690.5240.510	MAX & VELMA NELSON	RENT ASSIST	96.00
101110.5570.000	MCATEE TIRE SALES & SERVICE INC	2 TIRES	297.80
206710.5570.000	MCATEE TIRE SALES & SERVICE INC	4 TIRES&SERVICES	694.72
101410.5151.000	MCFARLAND CLINIC PC	DRUG SCREEN	22.88
101550.5151.000	MCFARLAND CLINIC PC	DRUG SCREEN	48.40
550780.5151.000	MCFARLAND CLINIC PC	DRUG SCREEN	95.04
686710.5151.000	MCFARLAND CLINIC PC	DRUG SCREEN	22.88
101880.5600.000	MCMASTER-CARR SUPPLY COMPANY	OP SUPPLIES	150.54
276210.5410.000	MD CONSTRUCTION LLC	608 W STATE	11,962.00
276210.5410.000	MD CONSTRUCTION LLC	203 2ND ST	14,550.00
233410.5450.000	MEDIACOM	7/29-8/28 S	34.95
247410.5450.000	MEDIACOM	INTERNET 40	69.95
510531.5450.000	MEDIACOM	JULY INTERNET	9.84
520520.5450.000	MEDIACOM	JULY INTERNET	75.00
520590.5450.000	MEDIACOM	JULY INTERNET	29.95
101110.5600.000	MENARDS	STAPLE GUN	49.10

101140.5600.000	MENARDS	500 AMP JUMPERS	79.00
101440.5600.000	MENARDS	Diving toys	8.98
101880.5600.000	MENARDS	OP SUPPLIES	39.40
101880.5600.000	MENARDS	OP SUPPLIES	2.95
206120.5600.000	MENARDS	OP SUPPLIES	5.27
206710.5600.000	MENARDS	FLOOD 2014	259.96
206710.5600.000	MENARDS	CAULK	5.00
206710.5600.000	MENARDS	OP SUPPLIES	81.47
206710.5600.000	MENARDS	PARTS	15.17
206710.5718.000	MENARDS	MINOR EQUIP	668.00
278690.5240.510	MERLIN REID	RENT ASSIST	231.00
278690.5240.510	MERLIN REID	RENT ASSIST	112.00
278690.5240.510	MERLIN REID	RENT ASSIST	99.00
204420.5600.000	MHS BOOSTER CLUB	GRILLING-MEAL TICKETS	87.00
278690.5240.510	MICHAEL P MURPHY	RENT ASSIST	166.00
278690.5240.510	MICHAEL T SCHMIDT & DEBBIE	RENT ASSIST	252.00
278690.5240.510	MICHAEL T SCHMIDT & DEBBIE	RENT ASSIST	211.00
278690.5240.510	MICHAEL T SCHMIDT & DEBBIE	RENT ASSIST	211.00
278690.5240.510	MICHAEL T SCHMIDT & DEBBIE	RENT ASSIST	189.00
278690.5240.510	MICHAEL T SCHMIDT & DEBBIE	RENT ASSIST	160.00
520520.5600.030	MIDLAND SCIENTIFIC INC	FILTER PAPE	546.90
520520.5600.030	MIDLAND SCIENTIFIC INC	METER/PROBE	1,778.82
520520.5600.030	MIDLAND SCIENTIFIC INC	CARBOY W/SP	164.79
278690.5240.510	MIKE TAYLOR	RENT ASSIST	154.00
290113.5450.000	MINERVA VALLEY TELEPHONE	MARSHALL CT	50.00
550780.5570.000	MINUTEMAN INC	SHIPPING	9.35
101110.5570.000	NAPA	8 FILTERS	40.25
101110.5570.000	NAPA	2 OIL FILTE	5.12
101410.5562.000	NAPA	RETURN BELT	(9.50)
206710.5570.000	NAPA	W/C BOOT	3.80
206710.5570.000	NAPA	PLUG/LAMP	3.70
206710.5570.000	NAPA	ATF FLUID	29.35
206710.5570.000	NAPA	FILTERS	69.87
206710.5570.000	NAPA	ANTIFREEZE	13.02
206710.5570.000	NAPA	HOSES	81.63
206710.5600.000	NAPA	HOSE/CLAMP	11.76
206710.5600.000	NAPA	BLUB/FUSE	11.07
206710.5600.000	NAPA	TAPE/PARTS	6.31
520520.5600.000	NAPA	OPERATING S	18.22
550780.5570.000	NAPA	RIVETS	15.29
550780.5570.000	NAPA	TUBING/FITTINGS	84.62
550780.5749.000	NAPA	T/C SET	38.47
550780.5749.000	NAPA	OXYGEN FUEL	270.59
550780.5749.000	NAPA	OIL SEAL SL	40.84
550780.5749.000	NAPA	OIL SEAL SL	140.74
233410.5600.080	MTI DISTRIBUTING	RING/SHIPPI	15.48
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	307.00

278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	255.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	254.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	246.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	242.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	220.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	207.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	192.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	164.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	162.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	156.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	136.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	96.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	96.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	90.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	85.00
278690.5240.510	MTOWN WESTOWN, LLLP	RENT ASSIST	53.00
101140.5132.000	MUNICIPAL EMERGENCY SERVICE	14 PR CARGO	440.28
278690.5240.510	NANCY JO SMITH	RENT ASSIST	204.00
278690.5240.510	NANCY JO SMITH	RENT ASSIST	197.00
278690.5240.510	NANCY JO SMITH	RENT ASSIST	149.00
101140.5340.070	NATIONAL FLEET TESTING	INSPECTION	742.50
550780.5132.000	NEW FLYER INDUSTRIES CANANA ULC	PARTS	127.93
550780.5570.000	NORTH AMERICAN BUS INDUSTRIES, INC	RAMP DRIVE	330.24
278690.5240.510	NORTH TAMA HOUSING, INC	RENT ASSIST	207.00
278690.5240.510	NORTH TAMA HOUSING, INC	RENT ASSIST	197.00
278690.5240.510	NORTH TAMA HOUSING, INC	RENT ASSIST	177.00
540430.5600.055	NORTHERN LIGHTS DISTRIBUTING, INC	RESALE PROD	907.16
540430.5600.055	NORTHERN LIGHTS DISTRIBUTING, INC	RESALE PROD	138.85
206710.5600.000	NORTHERN TOOL & EQUIPMENT CO	OP SUPPLIES	47.99
278690.5240.510	OAKLAND PROPERTIES, LLC	RENT ASSIST	174.00
278690.5340.070	ON-SITE INFORMATION DESTRUCTION SERVICE	SHREDDING	45.00
101110.5600.000	OPTICS PLANET INC	WEAPON LIGHT	149.95
101110.5600.000	OPTICS PLANET INC	RIFLE EQUIP	1,106.02
278690.5240.510	PALISADE HOLDING CO	RENT ASSIST	263.00
278690.5240.510	PAUL DUNN	RENT ASSIST	407.00
276210.5410.000	PETTENGILL CONSTRUCTION	412 N CENTE	17,306.00
276210.5410.000	PETTENGILL CONSTRUCTION	508 W CHURCH	5,975.00
101110.5230.000	PHILIP L ASCHEMAN, PH.D.	MMPI-2 RE-	140.00
101440.5600.080	PLUMB SUPPLY	O'RING & FRT	19.08
101880.5600.000	PLUMB SUPPLY	OP SUPPLIES	182.75
278690.5240.510	PRAIRIE HOME PROPERTIES	RENT ASSIST	255.00
101881.5340.070	PREMIER OFFICE EQUIPMENT	3/21-4/20	27.90
101881.5340.070	PREMIER OFFICE EQUIPMENT	4/21-5/20	32.05
101890.5340.070	PREMIER OFFICE EQUIPMENT	7/1-6/30/2015	2,588.85
206710.5340.070	PREMIER OFFICE EQUIPMENT	3/21-4/2014	27.90
206710.5340.070	PREMIER OFFICE EQUIPMENT	4/21-5/2014	32.05
278690.5340.070	PREMIER OFFICE EQUIPMENT	7/29/14-7/29/2015	1,895.00

510531.5340.070	PREMIER OFFICE EQUIPMENT	3/21-4/2014	11.16
510531.5340.070	PREMIER OFFICE EQUIPMENT	4/21-5/2014	12.82
520520.5340.070	PREMIER OFFICE EQUIPMENT	6/28-8/24	137.02
520590.5340.070	PREMIER OFFICE EQUIPMENT	3/21-4/2014	16.74
520590.5340.070	PREMIER OFFICE EQUIPMENT	4/21-5/2014	19.23
520590.5340.070	PREMIER OFFICE EQUIPMENT	3/21-4/2014	32.05
550780.5340.070	PREMIER OFFICE EQUIPMENT	4/21-5/2014	27.90
290113.5460.000	PSTC	SHOOTER SIT	159.00
276210.5410.000	QUALITY ROOFING	609 W LINN ST	12,285.00
278690.5240.570	RACHELLE RENAUD	UTILITY REIMBURSE	8.00
101110.5132.000	RACOM CORPORATION	KNOB KIT	15.00
101110.5380.000	RACOM CORPORATION	EDACS ACCESS	12,648.96
101110.5570.000	RACOM CORPORATION	LAPTOP MOUNT	255.20
101140.5410.000	RACOM CORPORATION	BLOWN FUSE	132.00
101140.5410.000	RACOM CORPORATION	RADIO REPAIR	330.00
101410.5600.080	RACOM CORPORATION	BATTERIES	370.00
150110.5749.000	RACOM CORPORATION	STRIP CAR#5	480.00
290113.5380.000	RACOM CORPORATION	EDACS AIRTIME	106.65
290113.5380.000	RACOM CORPORATION	EDACS CONSOLE	4,576.32
550780.5570.000	RACOM CORPORATION	SERVICE LAB	47.50
276210.5472.000	RANDY VAUGHN	859 MILES	335.01
230110.5600.000	RAY ALLEN MFG CO INC	CHOKE CHAIN	31.99
278690.5240.510	REBECCA WELLS	RENT ASSIST	176.00
278690.5240.510	REM HOMES LLC	RENT ASSIST	193.00
278690.5240.510	RENATO GONZALEZ	RENT ASSIST	309.00
278690.5240.510	REP CORP	RENT ASSIST	550.00
278690.5240.510	REP CORP	RENT ASSIST	72.00
278690.5240.510	RICHARD NAUGHTON	RENT ASSIST	313.00
278690.5240.510	RICK KADING	RENT ASSIST	624.00
278690.5240.510	RICK SESKER	RENT ASSIST	210.00
278690.5240.510	RICK SESKER	RENT ASSIST	147.00
278690.5240.510	RICK STICHTER	RENT ASSIST	350.00
550780.5340.010	RIDE SYSTEMS	MONTHLY SUB	850.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSIST	397.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSIST	206.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSIST	178.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSIST	126.00
278690.5240.510	RIVER BIRCH APTS	RENT ASSIST	87.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSIST	575.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSIST	523.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSIST	509.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSIST	508.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSIST	290.00
278690.5240.510	RIVER OAKS APARTMENTS	RENT ASSIST	241.00
278690.5240.510	ROBERT EAKIN	RENT ASSIST	222.00
278690.5240.510	ROBERT FISCHELS	RENT ASSIST	177.00
278690.5240.510	ROBERT FISCHELS	RENT ASSIST	165.00

278690.5240.510	ROBERT HESSENIUS	RENT ASSIST	301.00
278690.5240.510	ROBERT HESSENIUS	RENT ASSIST	113.00
278690.5240.510	ROBERT STEFFENY	RENT ASSIST	60.00
278690.5240.510	RODNEY W LAWSON	RENT ASSIST	246.00
278690.5240.510	ROGER HATCH	RENT ASSIST	458.00
278690.5240.510	RON SNYDER	RENT ASSIST	600.00
278690.5240.510	RONALD J IOLE	RENT ASSIST	123.00
101410.5562.000	RON'S LAWN & GARDEN REPAIR	TRIMMER	367.11
278690.5240.570	RUTH WITTE	UTILITY REIMBURSE	60.00
520520.5380.000	SCHARNWEBER WATER CONDITIONING INC	WPCP WATER	27.00
520520.5380.000	SCHARNWEBER WATER CONDITIONING INC	WATER SOFTER	27.00
101410.5340.010	SCHENDEL PEST CONTROL COMPANY	REUNION HALL	40.00
101880.5410.000	SCHENDEL PEST CONTROL COMPANY	CITY HALL/POLICE	58.00
152451.5340.010	SCHENDEL PEST CONTROL COMPANY	COLISEUM	22.50
540430.5340.010	SCHENDEL PEST CONTROL COMPANY	AQUATIC CTR	25.00
101421.5340.630	SCIENCE CENTER OF IOWA	SUMMER BLAST	310.00
101410.5340.010	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	732.00
206710.5340.500	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	488.00
277660.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	80.00
277660.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	80.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	80.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	80.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	100.00
281690.5261.760	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	100.00
510532.5340.010	SCOTT TENT & AWNING COMPANY	CONTRACT MOWING	72.00
520520.5340.010	SCOTT TENT & AWNING COMPANY	JULY CONTRACT	1,025.00
206120.5600.000	SENSYS NETWORKS	WIRELESS SE	5,216.22
206120.5600.000	SENSYS NETWORKS	FLUSH SENSO	829.21
278690.5240.570	SERENA BLACKSTOCK	UTILITY REIMBURSE	54.00
278690.5240.510	SERINA STABENOW	RENT ASSIST	117.00
206710.5340.010	SERVICEMASTER OF M'TOWN INC	CLEANING SRVC	356.92
278690.5240.510	SHANE ECKLOR	RENT ASSIST	287.00
278690.5240.510	SHANE ECKLOR	RENT ASSIST	266.00
278690.5240.510	SHEILA F & PAUL JARED	RENT ASSIST	213.00
278690.5240.510	SHEILA F & PAUL JARED	RENT ASSIST	183.00
278690.5240.510	SHEILA F & PAUL JARED	RENT ASSIST	174.00
278690.5240.570	SHELLY BARNES	UTILITY REIMBURSE	60.00
101000.4472.000	SILVIA ARAGON	RENTAL CXL'D	80.00
101880.5340.070	SIMPLEX GRINNELL	FIRE SPRINK	1,234.70
101110.5460.000	SKILLPATH SEMINARS	EXCELLING	149.00
101110.5460.000	SKILLPATH SEMINARS	EXCELLIGN	149.00
278690.5240.510	SMITH, RANDY	RENT ASSIST	249.00
278690.5240.510	SMTS, LLC	RENT ASSIST	525.00
206710.5600.000	SPAHN & ROSE LUMBER CO	WIRE	22.07
233410.5340.010	SPOTLESS CLEANING	CLEANING SRVC	250.00
101110.5600.000	STAPLES	EXTERNAL HARDDRIVE	74.99
101110.5600.000	STAPLES	OFFICE SUPPLIES	123.29

101420.5600.000	STAPLES	Laminating	59.99
101581.5600.000	STAPLES	TONER	44.24
101581.5600.000	STAPLES	CAMERA, CASE	65.77
101850.5600.000	STAPLES	USB EXTENSION	22.49
152451.5600.080	STAPLES	OP SUPPLIES	4.48
290113.5600.000	STAPLES	OFFICE SUPP	96.67
520520.5600.000	STAPLES	DESK PLANNER	31.99
999.1160.000	STAPLES	TAX	1.61
206710.5570.000	STATE MOTOR&CONTROL	VEHICLE OP&	264.38
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSIST	441.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSIST	360.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSIST	218.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSIST	218.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSIST	218.00
278690.5240.510	STEELSMITH INVESTMENTS, LLC	RENT ASSIST	169.00
278690.5240.510	STEPHEN IRVINE	RENT ASSIST	117.00
401410.5340.010	STEVE R HANSEN	WEED SPRAYING	396.00
510532.5340.010	STEVE R HANSEN	WEED SPRAYING	1,112.00
101140.5340.010	STONE SANITATION	7/1-7/31	88.12
101410.5340.010	STONE SANITATION	7/1-7/31	814.28
101480.5340.010	STONE SANITATION	7/1-7/31	88.12
101580.5340.010	STONE SANITATION	7/1-7/31	200.00
101880.5340.010	STONE SANITATION	7/1-7/31	134.56
206710.5340.010	STONE SANITATION	7/1-7/31	88.12
520520.5340.010	STONE SANITATION	7/1-7/31	88.12
520520.5340.010	STONE SANITATION	JULY GRIT SCREENING	1,349.00
101110.5132.000	STREICHER'S	HOLSTER	124.99
278690.5240.510	SUNRISE APARTMENTS, INC	RENT ASSIST	91.00
278690.5240.510	SUNRISE APARTMENTS, INC	RENT ASSIST	42.00
101110.5600.070	SUNSET LAW ENFORCEMENT	FREIGHT ONLY	26.88
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	600.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	545.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	412.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	388.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	388.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	384.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	246.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	173.00
278690.5240.510	SUPERIOR RENTALS LLC	RENT ASSIST	118.00
247410.5331.500	SWANK MOTION PICTURES	PARK MOVIE	374.00
278690.5240.570	TACHELLE THOMAS	UTILITY REIMBURSE	103.00
276210.5250.000	TAMA COUNTY RECORDER	LIEN 702 S	12.00
206710.5230.000	TELVENT DTN LLC	WEATHER SERV	471.00
520520.5340.010	TEMP ASSOCIATES INC	W/E 7/15	280.00
278690.5240.510	TERRY ENGLAND	RENT ASSIST	221.00
278690.5240.510	TERRY GLAZE	RENT ASSIST	197.00
278690.5240.510	TERRY SHAFFAR	RENT ASSIST	170.00

520520.5600.030	TESTAMERICA INC	SAMPLE ANALYSIS	378.00
101140.5132.000	THE GRAPHIC EDGE	CLOTHING	1,328.20
101140.5600.000	THEISEN'S	BATTERY CHARGER	129.99
101140.5600.000	THEISEN'S	OIL DRY	83.88
101140.5600.000	THEISEN'S	SLEDGE HAND	9.99
101410.5600.080	THEISEN'S	rope	18.43
101410.5600.080	THEISEN'S	Fly traps	3.98
206710.5600.000	THEISEN'S	FLOOD 2014	135.98
206710.5600.000	THEISEN'S	OP SUPPLIES	382.97
510531.5132.000	THEISEN'S	OP SUPPLIES	58.39
510531.5600.000	THEISEN'S	OP SUPPLIES	7.18
520520.5600.000	THEISEN'S	LIME SILO	159.60
520590.5132.000	THEISEN'S	OP SUPPLIES	87.59
520590.5600.000	THEISEN'S	OP SUPPLIES	10.78
278690.5240.510	THOMAS J FRIEND	RENT ASSIST	203.00
101140.5410.000	THOMPSON'S TRUE VALUE	BLDG MAINT	76.48
101310.5600.000	THOMPSON'S TRUE VALUE	STEM KEY	15.98
278690.5240.510	TIMBER WOLF VALLEY LLC	RENT ASSIST	450.00
101840.5210.000	TIMES-REPUBLICAN	JUNE PUBLIC NOTICES	597.78
101870.5210.000	TIMES-REPUBLICAN	JUNE PUBLIC NOTICES	70.52
276210.5210.000	TIMES-REPUBLICAN	JUNE PUBLIC NOTICES	160.72
101110.5230.000	TLO	JUNE INTEL	8.00
278690.5240.510	TOM HARRIS	RENT ASSIST	427.00
278690.5240.510	TOM HARRIS	RENT ASSIST	350.00
278690.5240.510	TOM SWITZER RENTAL ACCOUNT	RENT ASSIST	316.00
278690.5240.510	TONY REED	RENT ASSIST	614.00
278690.5240.510	TONY REED	RENT ASSIST	493.00
278690.5240.510	TONY REED	RENT ASSIST	484.00
278690.5240.510	TONY REED	RENT ASSIST	458.00
278690.5240.510	TONY REED	RENT ASSIST	388.00
278690.5240.510	TONY REED	RENT ASSIST	388.00
278690.5240.510	TONY REED	RENT ASSIST	382.00
278690.5240.510	TONY REED	RENT ASSIST	258.00
278690.5240.510	TONY REED	RENT ASSIST	252.00
278690.5240.510	TONY REED	RENT ASSIST	246.00
278690.5240.510	TONY REED	RENT ASSIST	242.00
278690.5240.510	TONY REED	RENT ASSIST	234.00
278690.5240.510	TONY REED	RENT ASSIST	151.00
278690.5240.510	TONY REED	RENT ASSIST	100.00
278690.5240.510	TONY REED	RENT ASSIST	362.00
101850.5460.000	TONYA, HUDNUTT	MPI CONF MILEAGE	91.70
278690.5240.510	TRADE MARK PROPERTIES	RENT ASSIST	23.00
101110.5230.000	TREASURER STATE OF IOWA	2MPPI-2 EVALS	280.00
101141.5460.000	TREASURERS OFFICE	CERT FEE	100.00
290113.5460.000	TREAT AMERICA DINING	2-5DAY LUNCHES	73.60
278690.5240.510	TREVRON, LLC	RENT ASSIST	252.00
101110.5600.000	TRI STATE LOCK SERVICE	TRAILER LOCK	33.70

233410.5331.500	TRISHA SLIFER	TOURNEY ADMISSIONS	250.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSIST	374.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSIST	338.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSIST	252.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSIST	139.00
278690.5240.510	TT & C COOPERATIVE HOUSING	RENT ASSIST	108.00
206120.5450.000	U S CELLULAR	7/12-8/11 PHONES	65.91
206710.5450.000	U S CELLULAR	7/12-8/11 PHONES	30.48
206760.5450.000	U S CELLULAR	7/12-8/11 PHONES	122.18
510531.5450.000	U S CELLULAR	7/12-8/11 PHONES	24.40
520520.5450.000	U S CELLULAR	7/12-8/11 PHONES	112.66
520590.5450.000	U S CELLULAR	7/12-8/11 PHONES	36.60
550780.5450.000	U S CELLULAR	7/12-8/11 PHONES	39.49
204420.5360.000	U S POST OFFICE	postage	7.14
204420.5360.000	U S POST OFFICE	postage	7.70
520520.5360.000	U S POST OFFICE	STAMPS, SHIPPING	122.04
520520.5360.000	U S POST OFFICE	SHIP SAMPLE	7.35
101110.5600.070	ULTRAMAXX AMMUNITION	BULLETS	192.00
491750.5251.000	UNION PACIFIC RAILROAD CO	PIPELINE CR	750.00
101110.5360.000	UPS STORE #5089	SHIPPING	61.24
101110.5360.000	UPS STORE #5089	SHIP TO AHL	8.81
101140.5360.000	UPS STORE #5089	SHIPPING	12.36
101140.5360.000	UPS STORE #5089	SHIPPING	11.86
101420.5600.000	UPS STORE #5089	CAMPGROUND	147.00
206120.5410.000	UPS STORE #5089	REPAIRS	9.92
101580.5562.000	VAN WALL EQUIPMENT	FLANCY	14.94
510532.5562.000	VAN WALL EQUIPMENT	FREIGHT	15.40
278690.5240.570	VANIA GUADARRAMA	UTILITY REIMBURSE	35.00
101110.5450.100	VERIZON WIRELESS	6/26-7/25	640.16
101140.5450.000	VERIZON WIRELESS	6/30-7/13	76.52
101140.5450.000	VERIZON WIRELESS	6/14-7/13	98.94
101140.5718.000	VERIZON WIRELESS	6/14-7/13	604.98
101560.5450.000	VERIZON WIRELESS	6/14-7/13	64.04
101561.5450.000	VERIZON WIRELESS	6/14-7/13	32.02
206710.5450.000	VERIZON WIRELESS	06/11-7/10	200.05
276210.5450.000	VERIZON WIRELESS	6/14-7/13	64.04
278690.5450.000	VERIZON WIRELESS	6/14-7/13	152.05
290113.5450.000	VERIZON WIRELESS	6/26-7/25	34.19
510531.5450.000	VERIZON WIRELESS	6/11-7/10	32.01
520520.5450.100	VERIZON WIRELESS	6/22-7/21	90.16
520590.5450.000	VERIZON WIRELESS	6/11-7/10	48.01
278690.5240.510	VIVIAN PAMPINELLA	RENT ASSIST	693.00
101421.5600.010	WAL MART STORES INC	SUMMER BLAST	39.32
101421.5600.010	WAL MART STORES INC	CAMP MARSHALLTOWN	8.26
101421.5600.010	WAL MART STORES INC	GOLF SUPPLIES	10.54
101440.5600.000	WAL MART STORES INC	Diving ring	14.91
540430.5600.055	WAL MART STORES INC	AQUATIC CTR	1.48

278690.5235.100	WATERLOO HOUSING AUTHORITY	ADMINFEE	34.58
278690.5240.510	WATERLOO HOUSING AUTHORITY	RENT ASSIST	265.00
278690.5240.510	WB REAL ESTATE INVESTMENTS	RENT ASSIST	192.00
684990.5339.000	WELLMARK INC	MED CLAIMS	37,022.71
684990.5339.000	WELLMARK INC	MED CLAIMS	36,731.56
684990.5339.000	WELLMARK INC	MED CLAIMS	20,340.33
684990.5339.000	WELLMARK INC	MED CLAIMS	18,478.12
278690.5240.510	WESLEY FERGUSON	RENT ASSIST	246.00
278690.5240.510	WILLIAM & LINDA HAVELKA	RENT ASSIST	363.00
278690.5240.510	WILLIAM & LINDA HAVELKA	RENT ASSIST	329.00
278690.5240.510	WILLIAM & LINDA HAVELKA	RENT ASSIST	303.00
278690.5240.510	WILLIAM & LINDA HAVELKA	RENT ASSIST	149.00
278690.5240.510	WILLIAM C. WILSON	RENT ASSIST	282.00
278690.5240.510	WILLIAM C. WILSON	RENT ASSIST	145.00
278690.5240.510	WILLIAM L HOBSON	RENT ASSIST	205.00
290113.5450.000	WINDSTREAM IOWA COMMUNICATIONS	6/19-7/18	76.44
206710.5410.000	ZIEGLER INC	CATEPILLAR	757.38
206710.5600.000	ZIEGLER INC	LAMP	803.72
291531.5765.000	ZIEGLER INC	FUEL TANK	7,443.00

666,744.78

Council Proceedings
August 11, 2014

The Marshalltown City Council met in regular session on August 11, 2014, at 5:30 pm, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.

Wirin moved to approve the agenda, second by Greer. Motion approved 7-0.

CONSENT AGENDA

Martin moved to approve the Consent Agenda: Approve Council meeting Minutes of July 28, 2014; Approve Bill List in the amount of \$1,252,442.50; Receipt of Building Report, July 2014; Receipt of Civil Service Commission Certified Hire List, Water Pollution Control Plant Operator; Resolution 2014-096 Approving Contract Grant Award of \$39,458 with local match of \$13,153, with the State of Iowa Department of Justice, Crime Victim Assistance Division, relating to compliance with requirements of the Violence against Women Act, Contract through June 30, 2015; Resolution 2014-097 Awarding Banking Services to United Bank and Trust for a period of Five Year, commencing no later than September 2, 2014, relating to United Bank and Trust for checking account services and Great Western Bank for procurement purchase card services; second by Wirin. Consent agenda adopted 7-0.

REPORT:

Engineer Scott Renaud, Fox Engineering, updated progress on the Interceptor Sewer Line project.

RESOLUTIONS:

Schubert moved to adopt Resolution 2014-098 in Support of Marshalltown Central Business District's Main Street Iowa Challenge Grant Application to the Iowa Economic Development Authority for the Kibbey Building, located at 125-131 E Main Street, Marshalltown, Iowa, second by Wirin. The grant application is for \$75,000 for commercial improvements to the building. There are no direct costs to the city. Resolution adopted 6-0, with Geer abstaining due to his relationship with the Marshalltown Central Business District.

Wirin moved to adopt Resolution 2014-099 in Support of Multi Family (Rental) Unit Production New Construction Program Round 6, CDBG Disaster Recovery Grant Application to the Iowa Economic Development Authority for the Kibbey Building, located at 125-131 E Main Street, Marshalltown, Iowa, second by Martin. The grant application is for \$1.3M for multi-family residential improvements to the building. There are no direct costs to the city. Resolution adopted 6-0, with Geer abstaining due to his relationship with the Marshalltown Central Business District.

Wirin moved to adopt Resolution 2014-100 Authorizing Mayor to Execute FAA Grant Assurance Documents for the Marshalltown Municipal Airport Land Acquisition Project 77010003. AIP No.#3-19-0058-013, second by Greer. The grant reimburses the city for acquisition costs of land. Resolution adopted 7-0.

ORDINANCES:

Schubert moved to adopt the first reading of Ordinance 14932 Amending the Marshalltown City Code, 2013 Recodification, by extending the hours of sales activities by Transient Merchant Licensees, second by Wirin. First reading of Ordinance adopted 7-0.

Greer moved to adopt the first reading of Ordinance 14933 Amending the Marshalltown City Code, 2013 Recodification, by amending the penalties applicable to Civil Infractions, second by Gowdy. First reading of Ordinance adopted 7-0.

Greer moved to adopt the first reading of Ordinance 14934 Amending the Marshalltown City Code, 2013 Recodification, to clarify that the placement of grass, leaves, or lawn clippings on the street is a violation, second by Wirin. First reading of Ordinance adopted 6-1, with Lamer dissenting.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items: Marshalltown, Iowa's Great Places update. Placing signage for attaining Iowa Great Places Designation and other awards require the council approve placing of

Council Proceedings
August 11, 2014

community award signs and banners in the city right of way. The signage is not commercial in nature and benefits the community. Banners will be permanently installed and maintained by the city.; New Liquor License, Roger Aneweer, "The Gathering Spot" 209 E Main Suite #9; New Outdoor Service Area, Rumours; Memorandum of Agreement with Marshall County regarding renewing agreement to cover repairs and maintenance of the "Jaws of Life", both parties are paying one half of the necessary repairs, replacement and maintenance, not exceeding \$10,000; Utility Easements along South 6th Avenue; Handicap parking space requests, being five new spots at four locations in and near the downtown; Sale of Asphalt millings at \$5 ton; Improvements to Grade Crossing, Union Pacific railroad, on Quarry Road, costs of the improvement will be reimbursed by Alliant.

PUBLIC COMMENTS:

Lonnie Hogland, 204 Plaza Heights Road, addressed the council regarding nuisance enforcement.

ADJOURNMENT

The meeting adjourned at 6:21 PM.

Respectfully submitted,

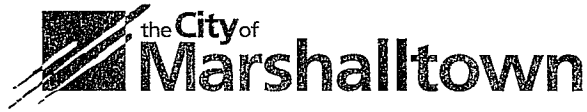
Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
AUGUST 11, 2014, at 5:30 PM

NOTICE TO PUBLIC: The Mayor and City Council welcome comment from the public during discussion. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks in order that others may be given the opportunity to speak.

CALL TO ORDER: Mayor James L. Lowrance

PLEDGE OF ALLEGIANCE:

ROLL CALL: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.

MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS:

APPROVAL OF AGENDA:

CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

- 1) Approve Council meeting Minutes of July 28, 2014
- 2) Approve Bill List in the amount of \$1,252,442.50
- 3) Receipt of Building Report, July 2014.
- 4) Receipt of Civil Service Commission Certified Hire List, Water Pollution Control Plant Operator
- 5) Resolution 2014-096 Approving Contract Grant Award of \$39,458 with local match of \$13,153, with the State of Iowa Department of Justice, Crime Victim Assistance Division, relating to compliance with requirements of the Violence against Women Act, Contract through June 30, 2015.
- 6) Resolution 2014-097 Awarding Banking Services to United Bank and Trust for a period of Five Year, commencing no later than September 2, 2014, relating to United Bank and Trust for checking account services and Great Western Bank for procurement purchase card services.

(end of consent agenda items)

REPORT:

- 7) Fox Engineering - Update on Interceptor Sewer Line

RESOLUTIONS:

- 8) Resolution 2014-098 in Support of Marshalltown Central Business District's Main Street Iowa Challenge Grant Application to the Iowa Economic Development Authority for the Kibbey Building, located at 125-131 E Main Street, Marshalltown, Iowa.
- 9) Resolution 2014-099 in Support of Multi Family (Rental) Unit Production New Construction Program Round 6, CDBG Disaster Recovery Grant Application to the Iowa Economic Development Authority for the Kibbey Building, located at 125-131 E Main Street, Marshalltown, Iowa.
- 10) Resolution 2014-100 Authorizing Mayor to Execute FAA Grant Assurance Documents for the Marshalltown Municipal Airport Land Acquisition Project 77010003. AIP No.#3-19-0058-013

ORDINANCES:

- 11) Ordinance 14932 Amending the Marshalltown City Code, 2013 Recodification, by extending the hours of sales activities by Transient Merchant Licensees, first reading.

Visit www.ci.marshalltown.ia.us

Please refer to the previous Committee of Whole packet for attachments not included with this agenda packet. Complete agenda packets are available for inspection for the public at the City Clerk's Office, the Marshalltown Public Library and the city's website.

Marshalltown



2012

- 12) Ordinance 14933 Amending the Marshalltown City Code, 2013 Recodification, by amending the penalties applicable to Civil Infractions, first reading.
- 13) Ordinance 14934 Amending the Marshalltown City Code, 2013 Recodification, to clarify that the placement of grass, leaves, or lawn clippings on the street is a violation, first reading.

DISCUSSION: August 28, 2014, Agenda in process

- 1) Marshalltown, Iowa's Great Places update
- 2) New Liquor License, Roger Aneweer, "The Gathering Spot" 209 E Main Suite #9
- 3) New Outdoor Service Area, Rumours
- 4) Memorandum of Agreement with Marshall County regarding renewing agreement to cover repairs and maintenance of the "Jaws of Life", both parties are paying one half of the necessary repairs, replacement and maintenance, not exceeding \$10,000.
- 5) Utility Easements along South 6th Avenue
- 6) Handicap parking space requests
- 7) Sale of Asphalt millings at \$5 ton
- 8) Improvements to Grade Crossing, Union Pacific railroad, on Quarry Road.

PUBLIC COMMENTS:

ADJOURNMENT:

Visit www.ci.marshalltown.ia.us

Please refer to the previous Committee of Whole packet for attachments not included with this agenda packet. Complete agenda packets are available for inspection for the public at the City Clerk's Office, the Marshalltown Public Library and the city's website.

Marshalltown



2012

Council Proceedings

July 28, 2014

The Marshalltown City Council met in regular session on July 28, 2014, at 5:30 pm, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Acting Fire Chief Scott was recognized for thirty years of service. Present: Gowdy, Greer, Martin, Schubert, Wirin. Hoop and Lamer were absent.

Schubert moved to approve the agenda, second by Wirin. Motion approved 5-0.

CONSENT AGENDA

Martin moved to approve the Consent Agenda: Approve Council meeting Minutes of July 14, 2014, and special Council meeting Minutes of July 23, 2014; Approve Bill List in the amount of \$1,116,491.81; Approve Settlement Agreement for sale of alcohol to minor, first Violation on 11/1/2013; Receipt of Building Report for June, 2014; Resolution 2014-089 Approving Iowa Urban and Community Forestry Program and Assistance and Training Grant; Resolution 2014-090 Approving a Contract for Roadway Maintenance Services at the Iowa Veterans Home, \$567.00 for fiscal year 2015; Resolution 2014-091 Approving Contract Change Order #2 for the WPCP Performance Edge Project 52012012, an increase of \$11,713.00; Resolution 2014-092 Approving Contract Change Order #1 for the Alliant Gas Fired Plant / East Nevada Street Rebuild Project 66013014, an increase of \$11,300.00; Resolution 2014-093 Approving Contract Change order #3 for the Turner Street (East) Interceptor Sewer Project 59012009, increase of \$28,059.00; Liquor Licenses: Ownership change for Calvin Rocket, LLC; approve additional transfer for Midnight Ballroom to Central Iowa Fair for August 16-18; second by Wirin. Consent agenda adopted 5-0.

REPORT:

JBS Swift and UFCW Local 1149 provided \$2,000 donation for mosquito spray. Spraying will occur next week. JBS has donated amounts over the past few years.

Steve Simons presented the annual storm water utility report. Individuals were warned not to play or drive in the standing water and were asked to keep grass clippings and other lawn debris out of the street to protect the storm drains. Hoop asked if City Code Section 20-392 language could be amended to include "debris, grass and leaves" or like language.

RESOLUTIONS:

Schubert moved to adopt Resolution 2014-094 In Support of Marshalltown Medical & Surgical Center's effort to build a cancer treatment center in Marshalltown, Iowa, second by Gowdy. Resolution carried 5-0.

Wirin moved to adopt Resolution 2014-095 Accepting and Awarding the bid for Providing Salt for Ice and Snow Control for the 2014-2015 Fiscal Year in the City of Marshalltown, Iowa, in the Amount of \$71.97 per ton, second by Gowdy. Resolution carried 5-0.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items: Mobile Food Units ordinance change, regarding expanding sales hours in commercial & industrial areas to allow sales 11:00 pm - 6:00 am.; FY14-15 Violence Against Women Act Contract, \$39,458.00, staff recommendation to participate in the grant even though funding has been cut; Proposed Civil Infraction penalty increase from \$100 for first offense and \$200 for second offense to \$750 and \$1,000, respectively. The goal is for voluntary compliance first, but additional pressure is needed for the court ticket to be meaningful. Attorney Schoell suggested amending other sections in the city code to be standard as consistency will help with enforcement; Finance Director Stansberry reviewed the Banking Services proposals and recommended to stay with United Bank and Trust for checking accounts and switching the purchase cards from Elan Financial to Great Western Bank.

PUBLIC COMMENTS:

Tall Corn has open house scheduled for July 30, from 12:30 - 3:00 PM, to display residential and commercial space. Midwest Recovery drop off is set for Saturday Aug 9 at the South 6th Street Softball complex, 8 am - noon. Councilor Hoop advised Brentwood Road south of RR tracks needs pothole repair.

ADJOURNMENT

The meeting adjourned at 6:31 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk

the City of
Marshalltown

[illegible]

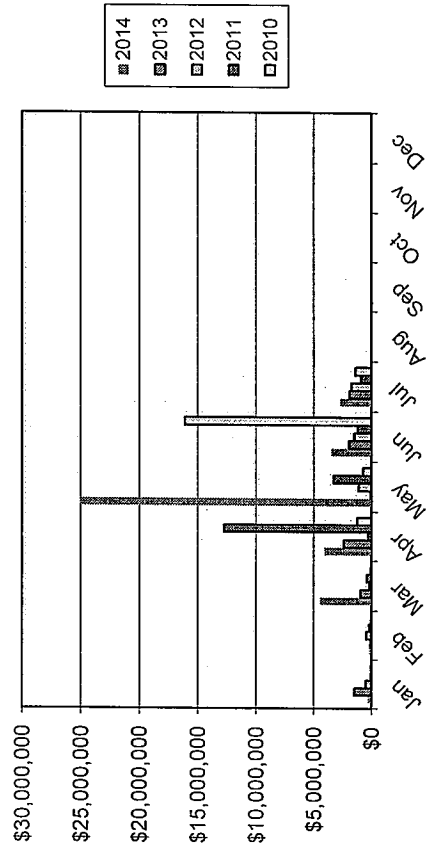
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2014	\$311,000	\$206,000	\$4,457,000	\$4,101,000	\$25,076,000	\$3,500,000	\$2,712,000						\$40,363,000
2013	\$1,470,000	\$101,000	\$953,000	\$2,413,000	\$91,000	\$1,952,000	\$1,922,000						\$8,902,000
2012	\$489,000	\$449,000	\$178,000	\$292,000	\$1,105,000	\$1,500,000	\$1,732,000						\$5,745,000
2011	\$30,000	\$211,000	\$382,000	\$12,768,000	\$3,274,000	\$1,187,000	\$917,000						\$18,769,000
2010	\$30,000	\$21,000	\$57,000	\$1,233,000	\$731,000	\$16,118,000	\$1,383,000						\$19,573,000

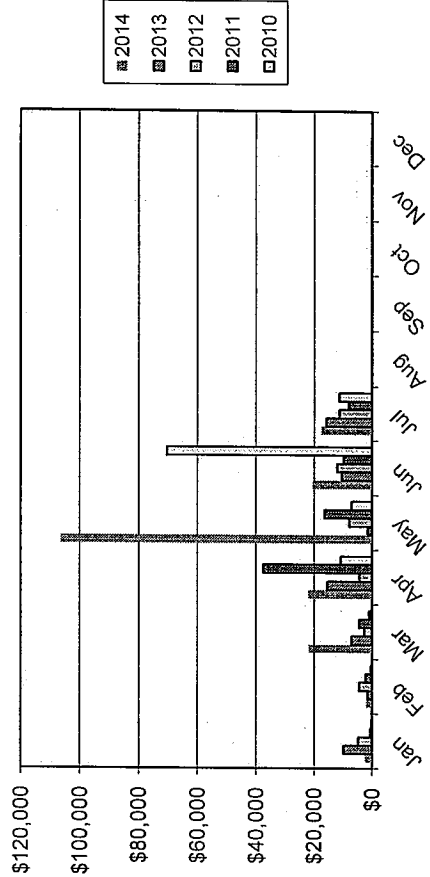
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2014	\$2,414	\$1,980	\$21,811	\$22,054	\$106,382	\$20,451	\$17,496						\$192,588
2013	\$9,824	\$1,416	\$7,030	\$15,486	\$1,408	\$10,443	\$15,753						\$61,360
2012	\$4,789	\$4,470	\$2,640	\$4,259	\$7,811	\$12,060	\$11,267						\$47,296
2011	\$593	\$2,266	\$4,377	\$37,412	\$16,471	\$9,698	\$8,081						\$78,898
2010	\$230	\$401	\$1,034	\$10,835	\$7,045	\$70,345	\$11,287						\$101,177

Total Improvement Value Comparison



Total Fees Received Comparison





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

To: Civil Service Commission

From: Justin Nickel, Public Works Director
Jill Petermeier, Human Resource Director

Re: Certified Hire List

Position: Water Pollution Control Plant Operator

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

298	Mark Wolken	Marshalltown, IA
269	Adam Baedke	Marshalltown, IA
266	Todd Grove	Marshalltown, IA

This list shall be valid for a period not to exceed July 29, 2015.

Date List Certified by Civil Service Commission:

July 29, 2014

Mary Stevens

Mary Stevens, Civil Service Commission Chair

Attest:

Shari Coughenour

Shari Coughenour, Clerk of the Commission

RW

#2014-__

RESOLUTION APPROVING CONTRACT GRANT AWARD IN THE AMOUNT
OF \$39,458, WITH LOCAL MATCH AMOUNT OF \$13,153, WITH THE STATE
OF IOWA DEPARTMENT OF JUSTICE, CRIME VICTIM ASSISTANCE
DIVISION, RELATING TO COMPLIANCE WITH REQUIREMENTS OF THE
VIOLENCE AGAINST WOMEN ACT,
CONTRACT PERIOD 7/1/2014 THROUGH 6/30/2015

WHEREAS the City of Marshalltown, Iowa has negotiated a Contract Grant Award Agreement with the STATE OF IOWA DEPARTMENT OF JUSTICE, through the Crime Victim Assistance Division, for funding compliance with the requirements of the Violence Against Women Act; and

WHEREAS the City Council of the City of Marshalltown finds that this Agreement is in the best interest of the Council; and

WHEREAS said Agreement should be approved and ratified by the Council of the City of Marshalltown, Iowa.

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

Section 1. That the attached Contract Grant Award Agreement with the STATE OF IOWA DEPARTMENT OF JUSTICE, through the Crime Victim Assistance Division, for the period of July 1, 2014, through June 30, 2015, Contract Number VW-15-61-CJ, in the amount of \$39,458, with a local goods and services match of 13,153, is hereby approved and ratified.

Section 2. This Agreement and this resolution shall be in full force and effect from and after its passage and signature as by law provided.

Section 3. That the Chief of Police for the City of Marshalltown is hereby authorized and directed to execute said Agreements on behalf of the City of Marshalltown.

Passed this 11th day of August, 2014, and signed this ____ day of August, 2014.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



POLICE DEPARTMENT

James L. Lowrance, Mayor
Randy A. Wetmore, City Administrator
Michael W. Tupper, Chief of Police
22 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5725
Fax - (641) 752-1211

Marshalltown Police Department Chief of Police Memorandum

TO: Randy Wetmore, City Administrator

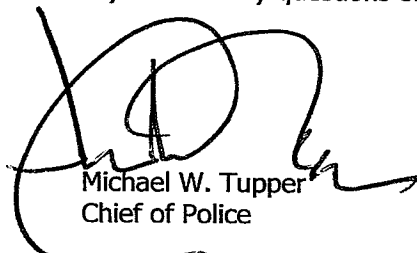
FROM: Michael W. Tupper
Chief of Police

DATE: 07/08/2014

RE: FY14-15 Violence Against Women Act Contract

The Iowa Department of Justice has notified us regarding our FY 14-15 award as part of Violence Against Women Act grant program. We are receiving an award amount of \$39,458.00. These dollars are used to fund a detective position. The detective assigned to this position primarily spends their time investigating domestic violence and sexual assault crimes. The City of Marshalltown provides a match in the amount of \$13,153.00. The grant award did decrease by 3.038% this year. All law enforcement programs across the state received a similar cut in program funding.

Staff recommends approval of this grant award and associated contract. The contract is attached to this memo. If you have any questions or concerns, please let me know.



Michael W. Tupper
Chief of Police

2014-43

Cc: Shari Coughenour, City Clerk
Lori Stansberry, Finance Director
Captain Michael Hanken
Detective Sadie Weekley

CITY COUNCIL

Mike Gowdy, Joel Greer, Al Hoop, Leon Lamer,
Bill Martin, Robert Schubert, Bethany Wirin



THOMAS J. MILLER
ATTORNEY GENERAL

JANELLE MELOHN
DIVISION DIRECTOR

Department of Justice
CRIME VICTIM ASSISTANCE DIVISION

LUCAS BUILDING, GROUND FLOOR
321 E. 12TH STREET
DES MOINES, IA 50319

PHONE: 515.281.5044
800.373.5044
FAX: 515.281.8199

Program Name and Address: <i>Marshalltown Police Department</i> <i>22 N. Center Street</i> <i>Marshalltown, Iowa 50158</i>	Contract Number: <i>VW-15-61-CJ</i>
	Contract Period: <i>July 1, 2014 – June 30, 2015</i>
	Award Amount: <i>\$39,458</i>
	Match Amount: <i>\$13,153</i>

FEDERAL VIOLENCE AGAINST WOMEN ACT CONTRACT
CFDA # 16.588

THIS CONTRACT is made and entered into between the Crime Victim Assistance Division of the Iowa Department of Justice (the "Department"), and the Marshalltown Police Department (the "Program") in Marshalltown, Iowa.

NOW, THEREFORE, in consideration of the mutual agreements contained herein, the Department and the Program agree as follows:

1. **CONTRACT NUMBER:** VW-15-61-CJ
2. **CONTRACT PERIOD:** The term of this Contract is for a period of twelve months, which will commence on July 1, 2014 through June 30, 2015, inclusive.
3. **AWARD:** The Department agrees to provide funds to the Program in the amount of \$39,458 and the Program agrees to match this amount with \$13,153 for goods or services, or both, that are acceptable to the Department. The Department will not reimburse the Program for construction of buildings or the purchase of buildings or land.
4. **COMPLIANCE:** The Program agrees to comply with all policies of the Department and certifies that it meets all the requirements of the Violent Violence Against Women Act (VAWA) of 2005 as amended (Public Law 110-162) with any updates to the VAWA; 42 U.S.C. 3796gg to gg-5, as amended; Public Law 106-386, 28 Code of Federal Regulations Section 66.34; Federal Funding Accountability and Transparency Act of 2006, Public Law 109-282, the Department rules as contained in the Iowa Administrative Code; 61 IAC chapter 9, section 9.50 through 9.65, and the policies of the Department.
 - a. All equipment purchases with the funding outlined in this contract must be approved by the Department.
5. **SERVICES:** The Program agrees to provide the approved services described in its application for funding. This agreement does not constitute a contract of employment for any employee or subcontractor of the Program.
6. **ITEMIZED CLAIMS:** The Department agrees to make payment in compliance with the projected budget submitted with the Program's application, or a budget revision approved by the Department. The Program shall utilize the Department's Claim Voucher forms and provide detailed documentation to support the payment of each claim. Such detailed documentation shall include,

but is not limited to receipts, invoices, statements, payroll documentation and match documentation if applicable. The Program shall submit to the Department the completed Department's Claim Voucher form and the detailed documentation supporting each claim on either a monthly or quarterly basis.

7. **ADJUSTMENTS:** The Department shall administer and disperse the funds for this contract contingent upon their availability. This contract may be adjusted to reflect changes in the amount as determined by the Department.
8. **ADMINISTRATION:** The Department shall monitor the services and operation of the Program for compliance with this contract. The Department shall have immediate access to records pertaining to the contract during working hours with or without notice. The Program shall retain all financial records, supporting documents, statistical records and all other records pertinent to the fund, for at least three years following the closure of the most recent audit report.

9. **TERMINATION:**

9.1. Termination on notice by the Department. Following 30 days' written notice, the Department may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.

9.2. Termination for cause by the Department. The Department may declare the Program to be in default of its obligations under this contract when any of the following events occurs:

9.2.A. The Program fails to observe and perform any covenant, condition or obligation created by the contract;

9.2.B. The Program fails to make substantial and timely progress toward performance of the contract; or

9.2.C. The Program's work product and services fail to conform with the requirements of this contract.

9.3. Notice of default. If there is a default event that the Program can cure, the Department must provide written notice to the Program requesting that the breach or noncompliance be immediately remedied. If the breach or noncompliance continues 10 days beyond the date of the written notice, the Department may:

9.3.A. Immediately terminate the contract without additional written notice; or

9.3.B. Enforce the terms and conditions of the contract and seek any legal or equitable remedies.

In either event, the Department may seek damages due to the breach or failure to comply with the terms of the contract.

9.4. Termination by the Department due to lack of funds or change in law. Despite anything in this contract to the contrary, and subject to the limitations, conditions, and procedures set forth below, the Department may terminate this contract without penalty by giving 60 days' written notice to the Program if any of the following occurs:

9.4.A. The legislature or governor fails to appropriate funds sufficient to allow Judicial to operate as required and to fulfill its obligations under this contract;

9.4.B. If funds are de-appropriated or not allocated;

9.4.C. If the federal government reduces or eliminates the federal grant;

9.4.D. If the Department's authorization to operate is withdrawn or there a material alteration in the programs administered by the Department; or

9.4.E. If the Department's duties are substantially modified.

9.5. The Program's remedies if the Department terminates the contract due to lack of funds or change in law. If the Department terminates this contract due to lack of funds or change in law as provided above, the Program's exclusive, sole, and complete remedy is the payment for services completed prior to and including the date of termination.

9.6. The Program's duties on termination. When the Program receives the Department's notice of termination for any reason allowed under this contract, the Program must:

9.6.A. Cease all work under this contract except any work that the Department directs the Program to perform; and

9.6.B. Comply with the Department's instructions for the timely transfer of any active files and related work product.

9.7. Termination on notice by the Program. Following 30 days' written notice, the Program may terminate this contract for convenience without the payment of any penalty or incurring any further obligation to the non-terminating party. Following termination upon notice, the Department will pay the Program, upon submission of invoices and proper proof of claim, for services provided under this contract up to and including the date of termination, minus any funds owed the Department.

9.8. Set off. Should the Department obtain a money judgment against the Program because of a default under this contract, the Program consents to such judgment being set off from moneys owed the Program by the State of Iowa or any other agency of the State of Iowa under any other contract.

10. **INDEMNIFICATION:** The Program agrees to defend, indemnify and hold the State of Iowa, Department, and the Attorney General's Office harmless from any or all liabilities.

10.1 Any Violation of this Agreement by the Program; or

10.1 Any negligent acts or omissions of the Program; or

10.2 The Program's performance or attempted performance of this Agreement; or

10.3 Any failure by the Program to comply with all local, state and federal laws and regulations.

11. **INCORPORATED DOCUMENTS:** This Contract incorporates, as if fully set forth herein, the application and the certified assurances.

12. **ADDITIONAL FUNDS:** If any additional funds become available during the term of this Agreement, the Department, upon its sole discretion, may institute a new application process to distribute those additional funds. Any additional funds awarded may be made part of this Agreement by amendment or addendum to this Agreement.

CONTRACT ENTERED INTO BY:

Program Name

Authorized Representative Signature

Date

Authorized Representative Typed Name

Authorized Representative Title

Authorized E-mail Address

Authorized Representative Telephone

Authorized Department Signature

Date

Donna J. Phillips
Typed Name

Victim Services Support Administrator
Title

RAW

#2014-____

**RESOLUTION AWARDING BANKING SERVICES FOR A PERIOD OF FIVE
YEARS AND COMMENCING NO LATER THAN SEPTEMBER 2, 2014**

WHEREAS the City of Marshalltown currently has a banking agreement which has expired; and

WHEREAS proposals have been sought from those institutions listed on the City's current Depository Resolution; and

WHEREAS the terms proposed in the United Bank and Trust and Great Western Bank agreements are in the best interest of the City.

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

Section 1. That the City of Marshalltown approves and accepts the bid for banking services from United Bank and Trust for checking account services and Great Western Bank for procurement purchase card service.

Section 2. The Finance Director is hereby authorized and directed to execute banking service agreements for a period of five years commencing no later than September 2, 2014.

Passed this 11th day of August, 2014, and signed this __ day of August, 2014.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Finance Department

Jim Lowrance, Jr., Mayor
Randy Wetmore, City Administrator
Lori Stansberry, Finance
Director/Treasurer
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

To: Honorable Mayor, City Council and City Administrator

From: Lori Stansberry, Finance Director *LS*

Date: July 22, 2014

Re: Banking RFP

An RFP had been sent out for banking services for the next five years ending in 2019. The banks were notified of the City's intent to take proposals for bank services and procurement cards. The City sent a notification to all of the banks within the City limits. We excluded banks outside of the limits due to making daily bank deposits.

The City received a total of four proposals from Great Western Bank, United Bank & Trust, US Bank and Wells Fargo. US Bank passed on bidding on the banking services and only bid on the procurement cards.

We had two banks (Great Western Bank & United Bank & Trust) that omitted all banking charges for our checking accounts. This would include costs associated with deposits, checks written, ACH in/out, wires in/out, transfers amongst the various checking accounts and bad checks returned. Our recommendation would be to award the banking contract to United Bank & Trust who bid an interest rate of 3 Month CMT (Constant Maturity Treasury) plus .35% with a rate floor of .40%. Great Western Bank bid an interest rate of the rate of the 90 day T-bill plus .20%. As of 07-14-14 this amounted to .24%.

United Bank & Trust is also able to accommodate the City's deposit numbers which we need to represent the department making the deposit. This is printed on the bank statement and also allows the staff to determine which department in the case of night deposits.

We currently have all of our procurement cards with Elan Financial with no fees or interest earned. Based upon our RFP sent to the banks we stated "the City reserves the right without prejudice to reject any or all proposals and to accept or reject any item or combination of items in any proposal". Based upon Great Western bank proposal to wave all of the fees associated with the account and the City can earn 1 point for every \$1 spent with no cap on the number of points you can earn, the recommendation would be to switch our procurement purchase card from Elan Financial to Great Western Bank.

City Council: Mike Gowdy, Joel Greer, Alan Hoop, Leon Lamer,
Bill Martin, Robert Schubert, Bethany Wirin

2014-__

RESOLUTION IN SUPPORT OF MARSHALLTOWN CENTRAL BUSINESS DISTRICT'S MAIN STREET IOWA CHALLENGE GRANT APPLICATION TO THE IOWA ECONOMIC DEVELOPMENT AUTHORITY FOR THE KIBBEY BUILDING, LOCATED AT 125-131 E MAIN STREET, IN MARSHALLTOWN, IOWA

WHEREAS the Marshalltown Central Business District is requesting the support of the Marshalltown City Council for application of a Main Street Iowa Challenge Grant administered through the Iowa Economic Development Authority; and

WHEREAS if awarded, Challenge Grant Funds will be utilized to renovate the Kibbey Building, located at 125-131 E Main Street, in Marshalltown, Iowa; and

WHEREAS the Property owner is responsible for matching funds and is eligible to make application for Tax Abatement or other city programs; and

WHEREAS there will not be any City Funds expended for this renovation; and

WHEREAS representatives of the city council and local building and fire code officials who may be responsible for inspection of project properties have reviewed the project proposal; and

WHEREAS all historically significant properties submitted for consideration in the application will comply with the Secretary of Interiors' Standards for historic property rehabilitation.

WHEREAS the City Council of Marshalltown, Iowa, finds that supporting the Main Street Iowa Challenge Grant application is in the best interest of the City.

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

Section 1. That the City Council of Marshalltown, Iowa, supports the Central Business District's application for a Main Street Iowa Challenge Grant administered through the Iowa Economic Development Authority.

Passed this 11th day of August, 2014, and signed this _____ day of August, 2014.

CITY OF MARSHALLTOWN, IOWA

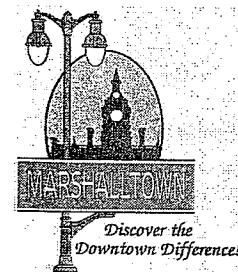
James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Marshalltown Central Business District
A Main Street Community

PO Box 159 • 16 E. Main Street • Marshalltown, Iowa 50158 • Phone: (641)844-2001 • FAX: (641)844-2002
E-Mail: director@marshalltownmainstreet.com • www.marshalltownmainstreet.com



8-6-2014

Marshalltown City Council

The Marshalltown Central Business District (MCBD) is requesting in writing the support from the City Council for the 2015 Iowa Economic Authority - Challenge Grant. This grant is administered by the office of Main Street Iowa, Des Moines.

We are hoping to acquire Challenge Grant funds for the purpose of renovation of the Kibbey building, located at 125-131 E. Main St. The property owner will be responsible for the required matching funds. No City dollars will be requested in this grant proposal all that is asked is your support in MCBD's request for this funding.

The application is due September 1, 2014. I ask for your consideration and to approve the proposal at the August 11, 2014, meeting to facilitate the deadline.

Jenny Etter, Executive Director

SAMPLE LETTER OF INTENT TO PARTICIPATE

(City Letterhead)

The City of _____ supports *(Main Street Organization Name)* application to the Iowa Economic Development Authority for a Main Street Challenge Grant. We further state that representatives of the city council and local building and/or fire code officials who may be responsible for inspection of project properties have reviewed the project proposal.

We further agree that all historically significant properties submitted for consideration in this application will comply with the Secretary of Interior's Standards for historic property rehabilitation.

Signature of Mayor

Date

Signature of President of Applicant Organization

Date

2014-

**RESOLUTION IN SUPPORT OF MARSHALLTOWN CENTRAL BUSINESS DISTRICT'S
MULTI-FAMILY (RENTAL) UNIT PRODUCTION NEW CONSTRUCTION PROGRAM-
ROUND 6 , CDGB DISASTER RECOVERY GRANT APPLICATION TO THE
IOWA ECONOMIC DEVELOPMENT AUTHORITY FOR THE KIBBEY BUILDING,
LOCATED AT 125-131 E. MAIN STREET, IN MARSHALLTOWN, IOWA**

WHEREAS the Marshalltown Central Business District is requesting the support of the Marshalltown City council for application of a CDGB Disaster Recovery Grant Round 6 administered through the Iowa Economic Development Authority; and

WHEREAS if awarded, CDGB Disaster Recovery Grant funds will be utilized to renovate the Kibbey Building, located at 125-131 E. Main Street, in Marshalltown, Iowa; and

WHEREAS the Property owner is responsible for matching funds and is eligible to make application for Tax Abatement or other city programs; and

WHEREAS there will not be any City Funds expended for this renovation; and

WHEREAS representatives of the City Council and local building and fire code officials who may be responsible for inspection of project properties have reviewed the project proposal; and

WHEREAS all historically significant properties submitted for consideration in the application will comply with the Secretary of Interiors' Standards for historic property rehabilitation; and

WHEREAS the City Council of Marshalltown Iowa, finds that supporting the CDGB Disaster Recovery Grant Application is in the best interest of the City.

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

Section 1. That the City Council of Marshalltown, Iowa, supports the Central Business District's application for a CDGB Disaster Recovery Grant administered through the Iowa Economic Development Authority.

Passed this 11th day of August, 2014, and signed this _____ day of August, 2014.

City of Marshalltown, IOWA

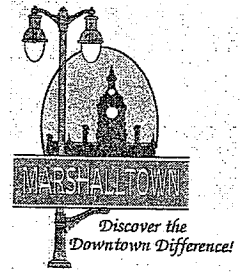
James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Marshalltown Central Business District
A Main Street Community

PO Box 159 • 16 E. Main Street • Marshalltown, Iowa 50158 • Phone: (641)844-2001 • FAX: (641)844-2002
E-Mail: director@marshalltownmainstreet.com • www.marshalltownmainstreet.com



8-6-2014

Marshalltown City Council

The Marshalltown Central Business District (MCBD) is requesting in writing the support from the City Council for the 2015 Iowa Economic Authority – CDGB Disaster Recovery Round 6 Grant. This grant is administered by the office of Iowa Economic Authority, Des Moines.

We are hoping to acquire CDGB funds for the purpose of renovation of the Kibbey building, located at 125-131 E. Main St. The property owner will be responsible for the required matching funds. No City dollars will be requested in this grant proposal all that is asked is your support in MCBD's request for this funding.

Jenny Etter, Executive Director

JW
TJW

RESOLUTION AUTHORIZING MAYOR TO EXECUTE FAA GRANT ASSURANCE
DOCUMENTS FOR THE MARSHALLTOWN MUNICIPAL
AIRPORT LAND ACQUISITION PROJECT NO. 77010003
AIP NO. #3-19-0058-013

WHEREAS, there is herewith submitted to this Council Federal Aviation Administration
Grant assurance forms for the Marshalltown Municipal Airport Land Acquisition Project No.
77010003 and AIP No. 3-19-058-013

WHEREAS, the Council has examined said forms and approves of same.

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

Section 1. That the Mayor is hereby authorized and directed to execute the FAA AIP
#3-19-0058-013 Grant Assurance Forms for the Marshalltown Municipal Airport Land
Acquisition Project on behalf of the City of Marshalltown, Iowa.

Passed this 11th day of August, 2014, and signed this _____ day of August 2014.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk



U.S. Department
of Transportation
Federal Aviation
Administration

GRANT AGREEMENT**PART I – OFFER**

Date of Offer	AUG 01 2014
Airport/Planning Area	Marshalltown Municipal Airport
AIP Grant Number	3-19-0058-013-2014
DUNS Number	075852293

TO: City of Marshalltown, Iowa
(herein called the "Sponsor")

FROM: The United States of America
(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated **June 23, 2014**, for a grant of Federal funds for a project at or associated with the Marshalltown Municipal Airport, which is included as part of this Grant Agreement; and

WHEREAS, the FAA has approved a project for the Marshalltown Municipal Airport (herein called the "Project") consisting of the following:

Land Acquisition of Tract 20, 4.40 acres fee title

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, and the Sponsor's acceptance of this Offer, and (b) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided,

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay **90 percent** of the allowable costs incurred accomplishing the Project as the United States share of the Project.

This Offer is made on and **SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:**

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is **\$91,800**. For the purposes of any future grant amendments which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b), the following amounts are being specified for this purpose:
 - \$ - 0 - for planning
 - \$ - 0 - for airport development or noise program implementation
 - \$91,800** for land acquisition.
2. **Ineligible or Unallowable Costs.** The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
3. **Determining the Final Federal Share of Costs.** The United States' share of allowable project costs will be made in accordance with the regulations, policies and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
4. **Completing the Project Without Delay and in Conformance with Requirements.** The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies and procedures of the Secretary. The Sponsor also agrees to comply with the assurances which are part of this agreement.
5. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
6. **Offer Expiration Date.** This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before **August 29, 2014**, or such subsequent date as may be prescribed in writing by the FAA.
7. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.
8. **United States Not Liable for Damage or Injury.** The United States is not be responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.

9. **System for Award Management (SAM) Registration And Universal Identifier.**

- A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at <http://www.sam.gov>).
- B. Requirement for Data Universal Numbering System (DUNS) Numbers
 - 1. The Sponsor must notify potential subrecipient that it cannot receive a contract unless it has provided its DUNS number to the Sponsor. A subrecipient means a consultant, contractor, or other entity that enters into an agreement with the Sponsor to provide services or other work to further this project, and is accountable to the Sponsor for the use of the Federal funds provided by the agreement, which may be provided through any legal agreement, including a contract.
 - 2. The Sponsor may not make an award to a subrecipient unless the subrecipient has provided its DUNS number to the Sponsor.
 - 3. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866-492-0280) or the Internet (currently at <http://fedgov.dnb.com/webform>).

10. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

11. **Informal Letter Amendment of AIP Projects.** If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter to the Sponsor unilaterally reducing the maximum obligation. The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. If the FAA determines that a change in the grant description is advantageous and in the best interests of the United States, the FAA can issue a letter to the Sponsor amending the grant description.

By issuing an Informal Letter Amendment, the FAA has changed the grant amount or grant description to the amount or description in the letter.

12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this grant.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Maximum Obligation Increase For Nonprimary Airports.** In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
- A. may not be increased for a planning project;
 - B. may be increased by not more than 15 percent for development projects;
 - C. may be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
16. **Audits for Public Sponsors.** The Sponsor must provide for a Single Audit in accordance with 2 CFR Part 200. The Sponsor must submit the Single Audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <http://harvester.census.gov/facweb/>. The Sponsor must also provide one copy of the completed 2 CFR Part 200 audit to the Airports District Office.
17. **Suspension or Debarment.** The Sponsor must inform the FAA when the Sponsor suspends or debars a contractor, person, or entity.
18. **Ban on Texting When Driving.**
- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
 - 1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
 - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
 - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
 - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.
 - B. The Sponsor must insert the substance of this clause on banning texting when driving in all subgrants, contracts and subcontracts
19. **Trafficking in Persons.**
- A. Prohibitions: The prohibitions against trafficking in persons (Prohibitions) that apply to any entity other than a State, local government, Indian tribe, or foreign public entity. This includes private Sponsors, public Sponsor employees, subrecipients of private or public Sponsors (private entity) are:
 - 1. Engaging in severe forms of trafficking in persons during the period of time that the agreement is in effect;
 - 2. Procuring a commercial sex act during the period of time that the agreement is in effect; or
 - 3. Using forced labor in the performance of the agreement, including subcontracts or subagreements under the agreement.
 - B. In addition to all other remedies for noncompliance that are available to the FAA, Section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C.

7104(g)), allows the FAA to unilaterally terminate this agreement, without penalty, if a private entity –

1. Is determined to have violated the Prohibitions; or
2. Has an employee who the FAA determines has violated the Prohibitions through conduct that is either—
 - a. Associated with performance under this agreement; or
 - b. Imputed to the Sponsor or subrecipient using 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by the FAA at 49 CFR Part 29.

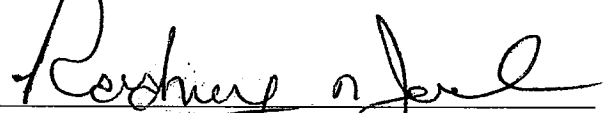
20. **Exhibit A Included with Grant Application.** The Exhibit “A” updated July 3, 2014, submitted with the project application is made a part of this grant agreement.

SPECIAL CONDITIONS

- SC1. **Uniform Relocation Act:** The Sponsor understands and agrees that all acquisition of real property under this project will be in accordance with the 49 Code of Federal Regulations Part 24, Uniform Relocation Assistance And Real Property Acquisition For Federal And Federally Assisted Programs.
- SC2. **Land Acquisition:** The Sponsor agrees that no payments will be made on the grant until the Sponsor has presented evidence to the FAA that it has recorded the grant agreement, including the grant assurances in the public land records of the county courthouse. The Sponsor understands and agrees that recording the grant agreement legally enforces these requirements, encumbrances and restrictions on the obligated land.
- SC3. **Title Evidence:** The Sponsor understands and agrees that the FAA will not make nor be obligated to make any payments involving **Parcel 20** until title evidence has been submitted to, and found satisfactory by the FAA, subject to no liens, encumbrances, reservations or exceptions which in the opinion of the FAA might create an undue risk or interference with the use and operation of the airport.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION



Acting

(Signature)

Jim A. Johnson

(Typed Name)

Manager, Airports Division

(Title)

TZSW

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MARSHALLTOWN CITY CODE, 2013 RECODIFICATION, BY EXTENDING THE HOURS OF SALE ACTIVITIES BY TRANSIENT MERCHANT LICENSEES.

BE IT ENACTED by the City Council of the City of Marshalltown, Iowa:

SECTION 1. Amendment. Section 17-157.2 of the Marshalltown City Code, 2013

Recodification, is repealed and the following is adopted in lieu thereof:

"Sec. 17-157.2. TIME RESTRICTIONS. Peddler or Solicitor Licenses allow peddling activities in residential areas only between the hours of 9:00 a.m. and 9:00 p.m., with door knocking or door bell ringing prohibited all day on Sunday and after 6:00 p.m., Monday through Saturday. Transient Merchant Licenses issued for private commercial properties shall be allowed at all times, Sunday through Saturday, upon proper showing that the owner of the location where sales occur consents to use of its business premises for that purpose and that neither traffic or nearby residents will be adversely affected. The conduct of sales activity for any portion of any calendar day shall constitute a day of operation for determining the seven day period specified in Section 17-157.1."

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 effect after its final passage, approval, and publication as provided by law.

- Passed by Council on this _____ day of _____, 2014, and on the _____ day of _____, 2014, the Mayor did the following:

_____ approved the ordinance; _____ vetoed the ordinance; _____ took no action on the ordinance.

Mayor

Attest: _____
Clerk

I certify the following ordinance was posted as required by law on the _____ day of _____, 2014.

City Clerk

Tnu

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MARSHALLTOWN CITY CODE, 2013
RECODIFICATION, BY AMENDING THE PENALTIES APPLICABLE TO CIVIL
INFRACTIONS.

BE IT ENACTED by the City Council of the City of Marshalltown, Iowa:

SECTION 1. Amendment. Section 1-10(a) of the Marshalltown City Code, 2013

Recodification, is repealed and the following is adopted in lieu thereof:

"Sec. 1-10(a). A municipal infraction is punishable by a civil penalty as provided in the following schedule, unless a specific schedule of civil penalties is provided for specific offenses elsewhere in the Code:

SCHEDULE OF CIVIL PENALTY:

- 1) First offense, not to exceed seven-hundred fifty dollars (\$750.00).
- 2) All repeat offenses, not to exceed one-thousand dollars (\$1,000.00)."

SECTION 2. Amendment. Section 13-126 of the Marshalltown City Code, 2013

Recodification, is repealed and the following is adopted in lieu thereof:

"Sec. 13-126. A violation of any Section of this Article shall constitute a municipal infraction punishable as provided in Sec. 1-10 of the Code. Seeking a civil penalty as authorized in this Article, does not preclude the City from seeking alternate relief from the court in the same action, or pursuing other criminal and civil remedies or actions."

SECTION 3. Amendment. Section 21-62 of the Marshalltown City Code, 2013

Recodification, is repealed and the following is adopted in lieu thereof:

"Sec. 21-62. Nuisances Prohibited. The creation or maintenance is prohibited. A nuisance, public or private, may be abated in the manner provided in this Article. In addition, the creation or maintenance of a nuisance is a municipal infraction and may be punished as provided in Sec. 1-10 of the Code."

SECTION 4. Amendment. Section 28-69(a) of the Marshalltown City Code, 2013

Recodification, is repealed and the following is adopted in lieu thereof:

"Sec. 28-69(a). Any person, firm or corporation who violates the enforcement of any provision of this Division shall be guilty of a municipal infraction, punishable as provided in Sec. 1-10 of the Code. Each violation constitutes a separate offense. Any person, firm, or corporation who violates a provision of this

Division after previously being found guilty of violating the same provision of this Division at the same location or at a different location, shall be guilty of a repeat offense."

SECTION 5. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 6. 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 7. When Effective. This ordinance shall be in effect after its final passage, approval, and publication as provided by law.

Passed by Council on this ____ day of _____, 2014, and on the ____ day of _____, 2014, the Mayor did the following:

____ approved the ordinance; ____ vetoed the ordinance; ____ took no action on the ordinance.

Mayor

Attest: _____
Clerk

I certify the following ordinance was posted as required by law on the ____ day of _____, 2014.

City Clerk

MARSHALLTOWN CITY CODE
2013 RECODIFICATION

ARTICLE VI. MANDATORY GARBAGE COLLECTION

Sec. 13-121. Purpose.

The purpose of this Article is to establish criteria under which mandatory garbage collection shall be required by the City of Marshalltown.

(Ord. No. 14830, 5/12/2008)

Sec. 13-122. Mandatory collection criteria.

Subject to the process set out in this Article, a property owner or owners, who receive two or more nuisance complaints related to garbage, trash or miscellaneous junk, within a calendar year for the same property, shall be required by the City of Marshalltown to hire a licensed garbage hauler to remove garbage weekly.

(Ord. No. 14830, 5/12/2008)

Sec. 13-123. Notification process.

A property owner meeting the criteria of Section 13- 122, will be notified by the City of Marshalltown that mandatory garbage collection is being required. Notification shall be by regular mail, certified mail, or by personal delivery.

- a.) The notification will include a form to be completed by a licensed garbage hauler, selected by the property owner, who will provide the service to the property owner.
- b.) The property owner is required to return this completed form within 14 calendar days of receipt of notification. Failure to return the completed form within 14 calendar days, will subject the property owner to penalties as set out in Section 13-126.

(Ord. No. 14830, 5/12/2008)

Sec. 13-124. Appeal Process.

A property owner, who contests the imposition of mandatory garbage collection under this Article, may appeal to the City Administrator. The appeal shall be in writing, shall state the grounds for appeal, and shall be filed with the City Clerk within 7 days of the mailing or personal delivery of the notification to the property owner. If an appeal is filed, the City Administrator may extend the time to complete the form as set out in Section 13-123.

(Ord. No. 14830, 5/12/2008)

Sec. 13-125. Length and terms of mandatory service.

- a.) A property owner required to have garbage service under this Article, shall maintain that service for a period of at least 48 months from the designated start date of the garbage service.
- b.) Garbage haulers servicing a property owner pursuant to this Article, shall immediately notify the City of Marshalltown, if and when either the property owner or the hauler discontinue service.
- c.) The property must remain free of any nuisance violation related to trash, garbage, or miscellaneous junk, for a period of at least 48 months from the designated start date of the garbage service.
- d.) The property owner must maintain adequate service based on the amount of trash and garbage generated from the property.
- e.) Failure to comply with any of the terms or requirements of this Section will subject the property owner to penalties as set out in Section 13-126.

MARSHALLTOWN CITY CODE
2013 RECODIFICATION

(Ord. No. 14830, 5/12/2008)

Sec. 13-126. Penalties for violations of this Article.

A violation of any Section of this Article shall constitute a municipal infraction, punishable by a civil penalty of \$250 for the first violation, and a civil penalty of \$500 for each repeat offense. Seeking a civil penalty as authorized in this Article, does not preclude the city from seeking alternate relief from the court in the same action, or pursuing other criminal and civil remedies or actions.

(Ord. No. 14830, 5/12/2008)

Secs. 13-127 – 13-130. Reserved.

MARSHALLTOWN CITY CODE
2013 RECODIFICATION

Sec. 21-60. Littering.

g.) No person shall discard any litter onto or in any water or land of this city, except that nothing in this section shall be construed to affect the authorized collection and discarding of such litter in or on areas or receptacles provided for such purpose.

h.) "Litter" shall be defined to include, but not be limited to, any refuse, or discarded item, including cans, bottles, trash, or abandoned household items (e.g. used furniture, appliances, toys, implements, bicycles or the like).

i.) To enforce this provision, any police officer, Public Housing Director, or other city official designated by the Public Housing Director or the City Council, who shall find litter placed or stored in the open upon public property within the city, may cause such litter to be removed and shall issue written notice to the adjacent property owner at the address as reflected by the tax records of the County Auditor, by both regular and certified mail that unless the litter is removed and all costs of removal and disposal incurred by the city are paid within 14 days of the date of mailing, the litter shall be disposed of and the cost of removal and disposal will be imposed against the property owner by civil complaint.

j.) The written notice prescribed under subsection (c) shall contain provisions that the person may appeal the imposition of the costs of removal and disposal by filing a written appeal with the City Clerk within ten days of the date the notice is mailed, which appeal shall then be scheduled for hearing and a decision rendered by the City Administrator or a designee of the City Administrator prior to the filing of a civil complaint

(Ord. No. 14642, 2-14-2000; Ord 14894 §1, 12-19-2011)

ARTICLE II. PUBLIC NUISANCES

Sec. 21-61. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

a.) *Nuisance*. Nuisance means whatever is injurious to health or safety, indecent or offensive to the senses or an obstacle to the free use of property so as essentially to interfere with the comfortable enjoyment of life or property. The following are declared to be nuisances:

1.) The erecting, continuing or using any building or other place for the exercise of any trade, employment or manufacture which, by occasioning noxious exhalations, offensive smells, or other annoyances, becomes injurious and dangerous to the health, comfort or property of individuals or the public.

2.) The causing or suffering any offal, filth or noisome substance to be collected or to remain in any place to the prejudice of others.

3.) The obstructing or impeding without legal authority the passage of any navigable river, harbor or collection of water.

4.) The corrupting or rendering unwholesome or impure the water of any river, stream or pond or unlawfully diverting the river, stream or pond from its natural course or state, to the injury or prejudice of others.

5.) The obstructing or encumbering by fences, buildings or otherwise the public roads, private ways, streets, alleys, commons, landing places or burying grounds.

6.) Houses of ill fame kept for the purpose of prostitution and lewdness, gambling houses, or houses resorted to for the use of opium or hashish or houses

MARSHALLTOWN CITY CODE
2013 RECODIFICATION

where drunkenness, quarreling, fighting or breaches of the peace are carried on or permitted to the disturbance of others.

7.) Billboards, signboards and advertising signs, whether erected and constructed on public or private property, which so obstruct and impair the view of any portion or part of a public street, avenue, highway, boulevard or alley or of a railroad or street railway track as to render dangerous the use thereof.

8.) Cotton-bearing cottonwood trees and all other cotton-bearing poplar trees in cities.

9.) Any object or structure erected within 1,000 feet of the limits of any municipal or regularly established airport or landing place, which may endanger or obstruct aerial navigation, including takeoff and landing, unless such object or structure constitutes a proper use or enjoyment of the land on which the object or structure is located.

10.) The depositing or storing of inflammable junk, such as old rags, rope, cordage, rubber, bones and paper, by dealers in such articles within the fire limits of the city, unless it is in a building of fireproof construction.

11.) The emission of dense smoke, noxious fumes or fly ash.

12.) Dense growth of all weeds, vines, brush or other vegetation in the city so as to constitute a health, safety, or fire hazard.

13.) Trees infected with Dutch elm disease.

14.) Inoperable or unlicensed vehicles found upon public or private premises which are not stored under a permanent roofed enclosure. Mere licensing of an inoperable vehicle shall not constitute a defense to the finding that the presence of any vehicle constitutes a nuisance.

15.) Refrigerators and freezers which are not stored under a roofed enclosure and which have doors that latch, lock, or otherwise secure the door in a closed position.

16.) Any break or leak in the water service between the city water mains and any house or other building, when the break or leak results in the escape of such volume of water as to constitute a hazard to street, sidewalk, or terrace construction or as to interfere with the normal use thereof.

17.) Whatever is injurious to health, indecent or offensive to the senses or an obstruction to the free use of property, so as to essentially interfere with the comfortable enjoyment of life and property.

18.) The keeping or stabling of horses, mules or asses so as to cause obnoxious odors, noise, hazard, annoyances or danger because of failure of confinement.

b.) *Property owner* means the contract purchaser if there is one of record, otherwise the record holder of legal title.

(Rev. Ords. 1950; Ord. No. 42, § 1; Ord. No. 12447, § 1(1, 2), 4-11-1974; Ord. No. 14169, § 1, 11-14-1983)

Cross reference(s)-Definitions generally, § 1-2.

Sec. 21-62. Nuisances prohibited.

The creation or maintenance of a nuisance is prohibited. A nuisance, public or private, may be abated in the manner provided in this article. In addition, the creation or maintenance of a nuisance is a municipal infraction as defined by section 1-9, but punishable by a civil penalty of not more than \$500.00 for the first offense and not to exceed \$750.00 for each repeat offense.

(Ord. No. 12447, § 2, 4-11-1974; Ord. No. 14629, § 21-62, 8-23-1999)

MARSHALLTOWN CITY CODE
2013 RECODIFICATION

Secs. 28-54 – 28-60. Reserved.

DIVISION 3. TRANSPORTED WASTES*

Sec. 28-61. Definitions.

The following words, terms and phrases, when used in this division, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- a.) *Grease trap* wastes means grease solids collected from a device used to trap grease resulting from food preparation.
- b.) *Industrial* waste means the waste from industrial users.
- c.) *Mudpit* waste means any waste collected in a properly designed interceptor (clarifier) that handles wastes from private or public wash racks or floor slabs used for cleaning or drying of vehicles or machinery.
- d.) *Mudpit waste disposal* area means the area set up and managed by the city for the storage and disposal of mudpit wastes.
- e.) *Publicly owned treatment works (POTW)* means a treatment works as defined by section 212 of the Clean Water Act, owned by the city. This definition includes any devices and systems used in the storage, treatment, recycling, and reclamation of wastewater or industrial wastes of a liquid nature or that convey wastewater to the wastewater treatment plant, regardless of ownership.
- f.) *Septage waste* means human excreta, water, scum, septage and food waste from public and private wastewater disposal systems or holding tanks, impervious vaults, portable or chemical toilets.
- g.) *Superintendant* means the superintendant of the city water pollution control plant or his or her authorized representatives
- h.) *Waste* means, in general, any or all of grease trap waste, mudpit waste, or septage waste.
- i.) *Waste hauler* means a person or firm engaged in the business of cleaning or disposing of waste from public or private waste facilities, including a person or firm that owns and rents or leases portable toilets.
- j.) *Wastewater treatment plant* means that portion of the POTW that is designed to provide treatment, including recycling and reclamation, of wastewater and industrial wastes.

(Ord. No. 14461, § 1, 5-23-1994; Ord. No. 14870, 3-8-2010)

Cross reference(s)-Definitions generally, § 1-2.

Sec. 28-62. Licensing of waste haulers.

- a.) License required. No waste hauler shall collect wastes from within the corporate limits of the city or shall dump or dispose of wastes, whether from a source inside or outside the corporate limits of the city, into the city POTW or mudpit waste disposal area without first obtaining a waste hauler's license from the city.
- b.) Issuance criteria; minimum requirements. The waste hauler's license shall be issued by the city clerk upon approval by the wastewater treatment plant director after review of a written application, which shall consist of the following minimum requirements:

MARSHALLTOWN CITY CODE
2013 RECODIFICATION

Sec. 28-69. Enforcement action.

- a.) Any person, firm or corporation who violates or resists the enforcement of any provision of this division shall be guilty of a municipal infraction punishable by a civil penalty of \$100.00 for the initial offense, and \$200.00 for each repeat offense. Each violation constitutes a separate offense. Any person, firm, or corporation who violates a provision of this division after previously being found guilty of violating the same provision of this division at the same location or at a different location shall be guilty of a repeat offense.
- b.) Seeking a civil penalty as authorized in this section does not preclude the city from seeking alternative relief, including injunctive relief, suits for monetary damages, or enforcement provisions under the city's industrial pretreatment ordinance.

(Ord. No. 14461, § 1, 5-23-1994)

Secs. 28-70 – 28-75. Reserved.

DIVISION 4. NONRESIDENTIAL TREATMENT REGULATIONS*

Sec. 28-76. Purpose and policy.

- a.) This division sets forth uniform requirements for direct and indirect contributors into the wastewater collection and treatment system for the city and enables the city to comply with all applicable state and federal laws including the Clean Water Act and the General Pretreatment Regulations, 40 CFR 403.
- b.) The objectives of this division are to:
 - 1.) Prevent the introduction of pollutants into the city's wastewater system that will interfere with the operation of the system or contaminate the resulting sludge;
 - 2.) Prevent the introduction of pollutants into the municipal wastewater system that will pass through the system, inadequately treated, into receiving waters or the atmosphere or otherwise be incompatible with the system;
 - 3.) Improve the opportunity to recycle and reclaim wastewaters and sludges from the system; and
 - 4.) Provide for equitable distribution of the cost of the municipal wastewater system.
- c.) This division provides for the regulation of direct and indirect contributors to the municipal wastewater system through the issuance of permits to certain non-domestic users and through enforcement of general requirements for the other users, authorizes monitoring and enforcement activities, requires user reporting, assumes that existing customer's capacity will not be preempted, and provides for the setting of fees for the equitable distribution of costs resulting from the program established in this division.
- d.) This division shall apply to the city and to persons outside the city who are, by contract or agreement with the city, users of the POTW. Except as otherwise provided in this division, the director of the city POTW shall administer, implement, and enforce the provisions of this division.

(Ord. No. 14438, § 1.1, 8-23-1993)

T2200

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE MARSHALLTOWN CITY CODE, 2013 RECODIFICATION, TO CLARIFY THAT THE PLACEMENT OF GRASS, LEAVES, OR LAWN CLIPPINGS ON THE STREET OR HIGHWAY IS A VIOLATION.

BE IT ENACTED by the City Council of the City of Marshalltown, Iowa:

SECTION 1. Amendment. Section 20-392 of the Marshalltown City Code, 2013

Recodification, is hereby stricken and the following shall be adopted in lieu thereof:

"Sec. 20-392. PUTTING DEBRIS OR INJURIOUS MATERIOAL ON HIGHWAY.

A person shall not throw or deposit upon a street or highway any glass bottle, glass, nails, tacks, wire, cans, trash, garbage, rubbish, litter, offal, grass, leaves, lawn clippings, or any other debris. A person shall not throw or deposit on a street or highway a substance likely to injure any person, animal, or vehicle upon the highway."

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 effect after its final passage, approval, and publication as provided by law.

Passed by Council on this _____ day of _____, 2014, and on the _____ day of _____, 2014, the Mayor did the following:

_____ approved the ordinance; _____ vetoed the ordinance; _____ took no action on the ordinance.

Mayor

Attest: _____
Clerk

I certify the following ordinance was posted as required by law on the _____ day of _____, 2014.

City Clerk

TRW

RESOLUTION APPROVING CELEBRATION AND AWARD BANNERS AND SIGNAGE
IN PUBLIC RIGHT-OF-WAY

WHEREAS the City of Marshalltown has been designated an Iowa Great Places Community, a 2012 All-America City, and been awarded the IMLS National Medal; and

WHEREAS a request has been made to allow the placement of celebration banners recognizing these awards in the public right-of-way along the 3rd Street/6th Street viaduct, the Center Street viaduct, the 3rd Avenue viaduct and surrounding the Library; and

WHEREAS a request has been made to place identification signs for Iowa Great Places designation at various community entrances on street sign poles and adjacent to the Marshalltown welcome signs.

WHEREAS these banners are non-commercial in nature; and

WHEREAS the City Council of the City of Marshalltown finds that placing award and celebration banners and signage in city right-of-way is in the best interest of the City.

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

Section 1. This Council hereby authorizes placement of non-commercial celebration and award signs and banners in the public right-of-way pending compliance with any City staff requirements and Iowa DOT approval.

Section 2. That the installation and maintenance will be completed by City staff provided all material costs are covered by non-city funds.

Passed this ___ day of August, 2014 and signed this ___ day of August, 2014.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



James L. Lowrance, Mayor
Randy A Wetmore, City Administrator
36 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5756
Fax - (641) 754-5742

Housing & Community Development

TO: Mayor and Council

FROM: Michelle Spohnheimer, Housing & Community Development Director *MS*

DATE: August 6, 2014

RE: **Iowa Great Places Marketing and Update**

On behalf of the IGP core grant team Mary Giese and I would like to provide an update to the Council on the status of the Iowa Great Places grant and some of the anticipated marketing strategies which have been discussed.

Our committee has been reviewing the opportunity to include signage announcing that we are an Iowa Great Places Community at our various entries into the City. We are proposing to balance the primary welcome signs with a large sign similar to the All-America City sign featuring the IGP logo. We will also include smaller signs on existing street poles similar to those that reference Historic District or Tree City. The cost of the materials will be raised through non City funds and we would ask that the City assist with the installation. A sample of the sign is attached.

We have also been discussing the addition of banners showcasing not only the IGP designation but the IMLS National Medal and the All-America City designation. We have worked with Missy Sharer to develop three banner designs that could alternate over each of the three viaducts and around the Library. The draft designs are also attached. As with the other signs we would raise funds to cover the cost of the banners and brackets and ask for the City's help with installation. These banners would remain up all the time and not be switched based on the season. We think that this would be a great way to feature all the exciting awards the community has received.

Finally the Iowa Department of Cultural Affairs has announced a 2015 round of funding and has invited current grantees to submit an application for funding that relates to the community vision plan, which for us is Imagine. Our core grant team is reviewing options and may put forward a letter of intent by August 29, 2014. If invited, a full application will be required, at which time we will likely ask the Council for a resolution of support. The City would not have a formal role as the fiscal agent, applicant or grantee. The Marshall County Arts & Culture Alliance would continue to be the lead applicant should they choose to apply.

City Council
Leon Lamer, Mike Gowdy, Al Hoop, Joel Greer
Robert Schubert, Bill Martin, Bethany Wirin

Marshalltown





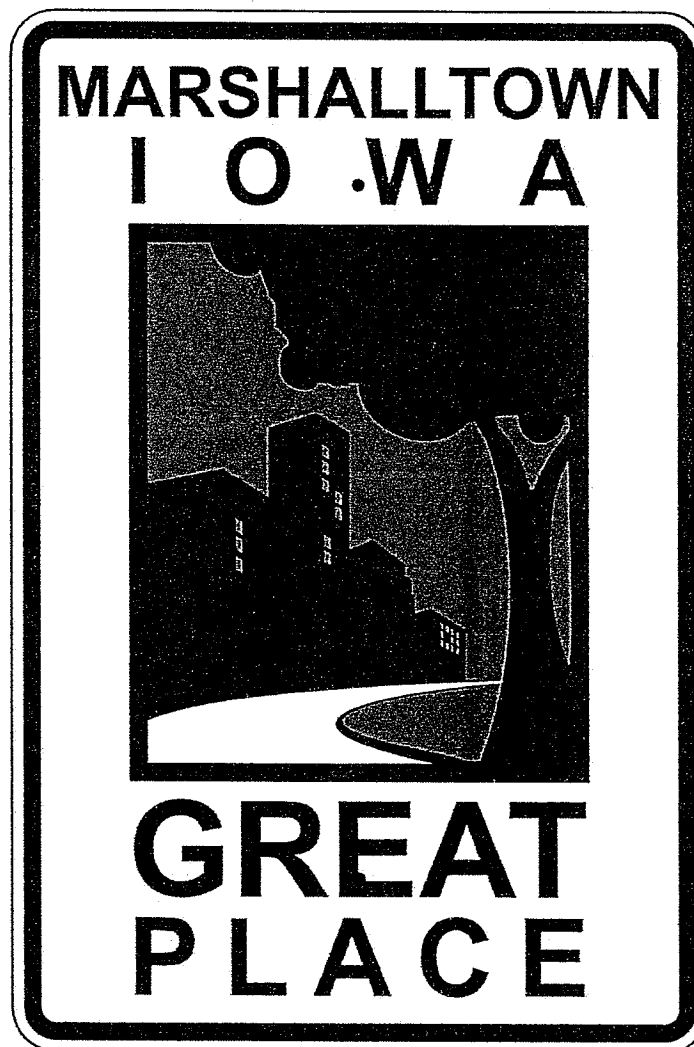
Iowa Prison Industries - Sign Division

13946.18125.2

Company: City of Marshalltown
Layout Date: 7/21/2014
Designed By: Akbar Choudry
Substrate: K080ALUM
Punch Spec: VR-1A
Fonts Used: 2-1/2" - 3-5/8" Arial (Bold)
Colors Used: PMS 327 C, PMS 339 C, PMS 390 C, White
Sheeting: KIJWHITEREF, KIJOVERLAMINATE
Special Notes: None

Width: 24"
Height: 36"
Border Width: 5/8"
Border Inset: 3/8"
Two-Sided: False

Note: Colors are not exactly representative of the final product. Computer monitors do not match colors exactly from one to the other.



*Signs are manufactured to meet the reflectivity and substrate that each customer is billed for. Occasionally, and especially on smaller sizes, signs will meet or exceed what the customer has ordered in either sheeting or substrate, at no additional cost to the customer. This is done to utilize material in an effort to keep customer costs as low as possible.

Layout Fees may be Applicable.
Property of Iowa Prison Industries
Sign Division, Anamosa, IA.
FOR CUSTOMER REVIEW ONLY
Not to be duplicated or shared without
written permission from the Plant Manager



*Award
Winning*

MARSHALLTOWN



*Award
Winning*

MARSHALLTOWN

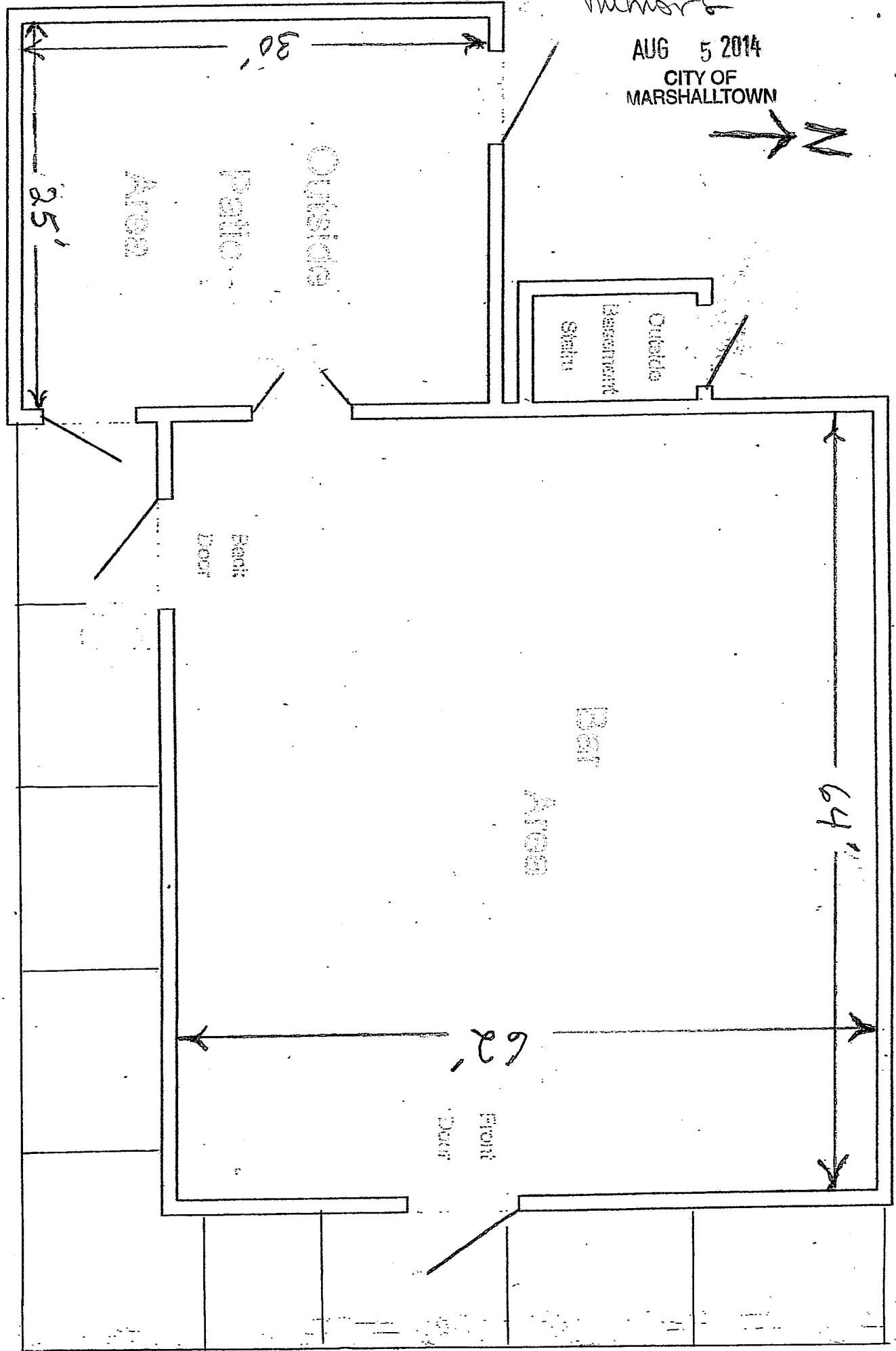
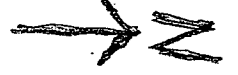


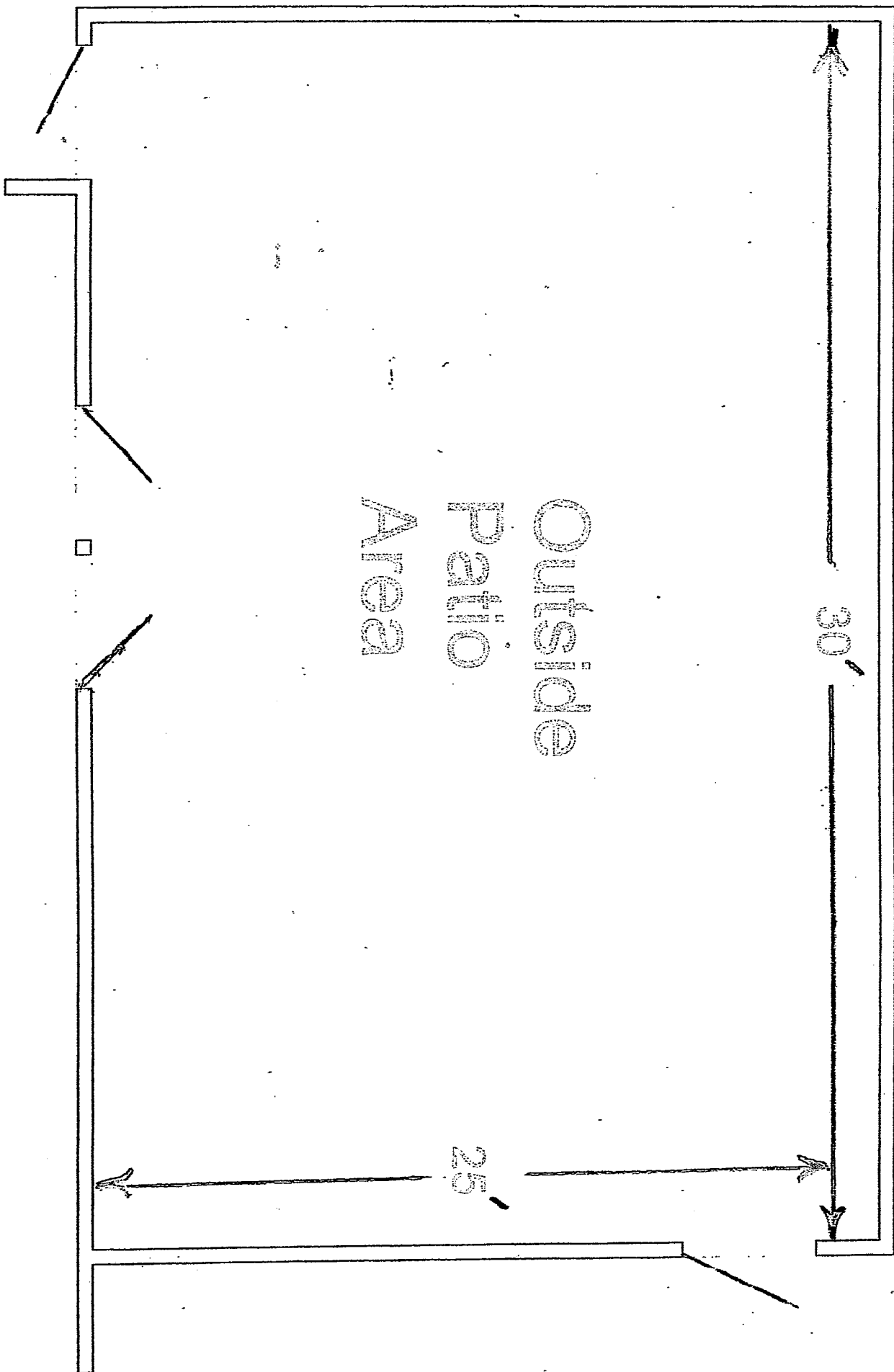
*Award
Winning*

MARSHALLTOWN

Pumore

AUG 5 2014
CITY OF
MARSHALLTOWN





Outside
Patio
Area

30'

25'

Row

RESOLUTION APPROVING MEMORANDUM OF AGREEMENT WITH MARSHALL COUNTY, IOWA, REGARDING REPAIRS AND MAINTENANCE OF THE JAWS OF LIFE

WHEREAS the City of Marshalltown jointly purchased and utilize extrication equipment commonly referred to as Jaws of Life; and

WHEREAS the initial agreement dated September 5, 1995, and subsequent agreement dated April 28, 1997, set out details that all repairs and maintenance of the extrication equipment shall be paid in equal amounts, not to exceed \$10,000, by each party hereto; and

WHEREAS need exists to continue joint support of repairs and maintenance of the extrication equipment; and

WHEREAS the City Council of the City of Marshalltown finds that jointly supporting repairs and maintenance of the extrication equipment is in the best interest of the City.

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

Section 1. The Memorandum of Agreement with the County of Marshall, Iowa, is approved in its entirety.

Section 2. That the Mayor and City Clerk are hereby authorized and directed to execute said Agreement on behalf of the City of Marshalltown.

Passed this ____ day of August, 2014 and signed this ____ day of August, 2014.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MEMORANDUM OF AGREEMENT

This agreement made and entered into by and between MARSHALL COUNTY, IA (hereinafter referred to as "County") and the CITY OF MARSHALLTOWN, IOWA (hereinafter referred to as "City"),

Whereas the parties entered in to a renewed agreement dated September 5, 1995 to the purchase and use of extrication equipment commonly referred to as Jaws of Life, and

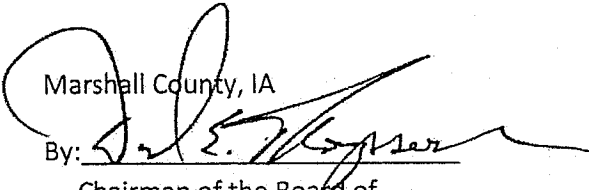
Whereas in the renewed agreement dated September 5, 1995, and subsequent agreement dated April 28, 1997, all repairs and maintenance of the extrication equipment shall be paid in equal amounts by parties hereto, and

Now, therefore, it is agreed:

1. Currently there is a need to cover costs of repairs, replacement and maintenance of the extrication equipment commonly referred to the Jaws of Life.
2. Both parties shall pay one-half of the total price of repairs, replacement and maintenance of the necessary costs. Costs for both parties are not to exceed \$10,000 each. Original invoices showing the purpose and amount of each expenditure will be made available on request of the other party. Payment shall be made in the normal payment method for each party.
3. The physical location of said equipment shall be as the parties agree to serve the best interests of the County and City and shall continue to be with the City's Fire Department.
4. The City's Fire Department will continue to perform routine maintenance and upkeep on said equipment in accordance with its manual.

Dated this 15th day of July, 2014.

Marshall County, IA

By: 

Chairman of the Board of
Supervisors

City of Marshalltown, Iowa

By: _____

Mayor

JN
RLW

RESOLUTION APPROVING GRANTING TWO EASEMENTS FOR
OVERHANG EASEMENTS TO ITC MIDWEST LLC. FOR THE AMOUNT OF \$1.00
PER EASEMENT

WHEREAS There is herewith submitted to the City Council of Marshalltown, Iowa, two easements to be granted to ITC Midwest LLC.

WHEREAS the Council has fully examined same and has found same to be in the best interest of the CITY OF MARSHALLTOWN, IOWA and that same should now be approved.

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

Section 1. That the proposed easements for ITC Midwest LLC are hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 25th day of August, 2014, and signed this _____ day of August, 2014.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Prepared By: Andrew R. Pollard
Return To: Andrew R. Pollard

Interstate Power and Light Company – PO Box 351 - Cedar Rapids, IA 52406-0351 (319) 786-4740
Interstate Power and Light Company – PO Box 351 - Cedar Rapids, IA 52406-0351 (319) 786-4740
SPACE ABOVE THIS LINE FOR RECORDER

OVERHANG EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, City of Marshalltown, Iowa ("Grantor(s)"), **ADDRESS** 24 N Center St, Marshalltown, IA 50158 do(es) hereby warrant and convey unto Interstate Power and Light Company, an Iowa corporation, its successor and assigns, ("Grantee"), a perpetual overhang easement with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove electric and telecommunication lines (but including no right or privilege to place poles, towers or other structures in contact with the ground within the premises described), for transmitting electricity, communications and all Corporate purposes together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, over and across the following described lands located in the County of Marshall and the State of Iowa:

The easement area being the Easterly 10' of the below described property, parallel and adjacent to the road right of way designated as South 6th St. Marshalltown, IA 50158, all in Section 10 , Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa

Lot D and Lot E, Glenwood Park Forth Addition to Marshall, Marshall County, Iowa

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above which would result in a violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the line or lines.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with maintenance, operation, use of, or which in falling might touch the said line or lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to said line or lines, over lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, operating, repairing, patrolling and removing, said line or lines. The Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, operating, patrolling, repairing or removing said line or lines.

Signed this _____ day of _____, 2014.

GRANTOR(S)

By: _____

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF Iowa)

COUNTY OF Marshall) ss:

On this _____ day of _____, AD. 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared

_____ to me personally known

or X provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL _____
(Sign in Ink)

Notary Public in and for the State of Iowa

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
Title(s) of Corporate Officers(s):

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

SIGNER IS REPRESENTING:

List name(s) of persons(s) or entity(ies):

Prepared By: Matt Cramer JCG Land Services, Inc. – 1921 51st Street NE Suite 3 –Cedar Rapids, IA 52402 (319) 362-3507
Return To: Matt Cramer JCG Land Services, Inc. – 1921 51st Street NE Suite 3 –Cedar Rapids, IA 52402 (319) 362-3507
SPACE ABOVE THIS LINE FOR RECORDER

OVERHANG EASEMENT (IPL as Grantee)

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **City of Marshalltown, Iowa** ("Grantor(s)", **24 North Center Street Marshalltown, IA 50158** do(es) hereby warrant and convey unto Interstate Power and Light Company, an Iowa Corporation, its successor and assigns, ("Grantee"), a perpetual overhang easement with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove electric and telecommunication lines (but including no right or privilege to place poles, towers or other structures in contact with the ground within the premises described), for transmitting electricity, communications and all Corporate purposes together with the power to extend to any other party the right to use, jointly with the Grantee, pursuant to the provisions hereof, upon, over and across the following described lands located in the County of **Marshall** and the State of Iowa:

The easement area being the Easterly 10 feet of the below described property, parallel and adjacent to the road right of way designated as South 6th Street Marshalltown, IA 50158

Property Description:

Lot Three of Lot Two of the Subdivision of the Southwest Quarter of the Southeast Quarter and Lot One, Lot Five and Lot Six, except the West 206.3 feet of the South 410 feet of said Lot Six, all being in the subdivision of the Southeast Quarter of the Southeaster Quarter, and all of said lots lying in Section Thirty-four, Township Eighty-Four North, Range Eighteen West of the 5th P.M., Marshall County, Iowa, subject to easements of record

AND

Lot three of the Subdivision of the Northeast Quarter of the Southeaster quarter of Section thirty four, Township eighty-four North, Range eighteen, west of the 5th P.M., Marshall County, Iowa

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the property described above which would result in a violation of the minimum clearance requirements of the National Electric Safety Code or would interfere with the operation and maintenance of the line or lines.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with maintenance, operation, use of, or which in falling might touch the said line or lines.

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to said line or lines, over lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, operating, repairing, patrolling and removing, said line or lines. The Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation), fences, livestock or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, maintaining, operating, patrolling, repairing or removing said line or lines.

Signed this _____ day of _____, 2014

By: _____

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF IOWA)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 2014, before me, the undersigned, a Notary Public in and for said State, personally appeared

_____ to me personally known

or _____ provided to me on the basis of satisfactory evidence

to be the persons(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

NOTARY SEAL _____
(Sign in Ink)

(Print/type name)

Notary Public in and for the State of _____

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
_____ Title(s) of Corporate Officers(s):

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

SIGNER IS REPRESENTING:

List name(s) of persons(s) or entity(ies):



James L. Lowrance, Mayor
Randy Wetmore, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

August 4th, 2014

**To: Mayor James L. Lowrance
Members of the City Council**

From: Justin Nickel
Director of Public Works

Re: Additional Disabled Parking Stalls Requested – Ordinance 14924, Amending Section 20-185.

Policy Issue: All disabled parking stalls are governed by The City Code of Ordinances. To include additional disabled parking the City Council needs to amend Section 20-185 to include the additional requested disabled parking stalls based upon Engineering's recommendation.

Background: The Public Works Department has received written requests from the following businesses and nonprofit organizations for the inclusion of disabled parking stalls to service the needs of their patrons.

- A. **First Congregational Church** located at 312 West Main Street
- B. **Moore, McKibben, Goodman & Lorenz, LLP (Masonic Temple)** located at 26 South First Avenue
- C. **Historical Society of Marshall County** located at 202 East Church Street
- D. **The Foot Doctor** located at 8 South 5th Avenue

Recommendation: After reviewing the written request and visiting the four sites, Public Works staff recommends adding the disabled parking stalls. The locations of the requested disabled parking stalls are presented in the table below.

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin



Exhibit	Block	On Street	Side	Location of Handicap Stall
A	10	S. 4 th St.	East	(2) Spaces, 135 feet & 170 feet South of the South Line of W. Main St.
B	10	S. 1 st Ave.	East	1 st Space North of E. Church St. & S. 1 st Ave.
C	10	S. 2 nd Ave.	East	1 st Space North of E. Church St. & S. 2 nd Ave.
D	10	S. 5 th Ave.	East	1 st Space South of the East/West Alley

Budget Impact: The signage and paint schemes will be done by the City's Street Division. Time and materials will be paid using Road Use Tax.

Attachment: Exhibits A-D

cc: Randy Wetmore, City Administrator

City Council

Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin

Marshalltown



2012



JN
Row

James L. Lowrance, Mayor
Randy Wetmore, Administrator
Justin Nickel, Public Works Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

DEPARTMENT OF PUBLIC WORKS

August 7, 2014

**To: Mayor James L. Lowrance
Members of the City Council**

From: Justin Nickel
Director of Public Works

Re: Asphalt Millings

Policy Issue: None

Recommendation: Staff recommends approving the sale of asphalt millings at a price of \$5 per ton.

Background: The compost facility is currently storing asphalt millings for which the City has no use. In the past, contractors have expressed interest in purchasing the millings for use in recycled asphalt products. Staff investigated and found surrounding municipalities selling asphalt millings at a price ranging from \$3-\$10.

Budget Impact: None

Attachment: None

cc: Randy Wetmore, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Robert Schubert, Bethany Wirin



JN

RESOLUTION APPROVING FEES FOR THE SALE OF ASPHALT MILLINGS BY
THE CITY OF MARSHALLTOWN, IOWA, PUBLIC WORKS DEPARTMENT, STREET DIVISION,
AT THE RATE OF \$5.00 PER TON

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, approval of the fee of \$5.00 per ton for sale of asphalt millings by The Public Works Department, Street Division ; and

WHEREAS, the Council has fully examined same and has found same to be in the best interest of the CITY OF MARSHALLTOWN, IOWA and that same should now be approved and accepted.

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

Section 1. That the Asphalt Millings Fee of \$5.00 per ton is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of the said City.

Passed this 25th day of August, 2014 and signed this _____ day of August 2014.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

JN
TRW

RESOLUTION APPROVING AGREEMENT FOR IMPROVEMENTS TO EXISTING
PUBLIC ROAD AT GRADE CROSSING FOR QUARRY ROAD DOT 199 647 A M.P.
278 POWERVILLE INDUSTRIAL LEAD MARSHALLTOWN, IOWA
BY AND BETWEEN THE CITY OF MARSHALLTOWN, IOWA, AND THE UNION
PACIFIC RAILROAD COMPANY

WHEREAS there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed Agreement for improvements to existing public road at grade crossing for Quarry Road DOT 199 647 A M.P. 278 Powerville Industrial Lead Marshalltown, Iowa, by and between the City of Marshalltown, Iowa, and the Union Pacific Railroad Company; and

WHEREAS the City Council of Marshalltown has fully examined same and has found same to be in the best interests of the City of Marshalltown, Iowa, and the same should now be approved and accepted.

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

Section 1. That the agreement by and between the City of Marshalltown, Iowa and the Union Pacific Railroad Company for improvements to existing public road at grade crossing for Quarry Road DOT 199 647 A M.P. 278 Powerville Industrial Lead as described in the Agreement attached hereto is fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of the City of Marshalltown.

Passed this 25th day of August, 2014, and signed this _____ day of August, 2014.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**IMPROVEMENTS TO EXISTING PUBLIC ROAD AT GRADE CROSSING
FOR QUARRY ROAD DOT 199 647 A
M.P. 278 POWERVILLE INDUSTRIAL LEAD
MARSHALLTOWN, IOWA**

THIS AGREEMENT, executed in duplicate this ____ day of _____, _____ by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Railroad"), and CITY OF MARSHALLTOWN, IOWA, (hereinafter the "Municipal Corporation").

RECITALS:

Municipal Corporation has requested Railroad to improve the existing Quarry Road crossing, at grade, along, over and across Railroad's track and right of way at Railroad Mile Post 278.1, on Railroad's Powerville Industrial Lead, DOT No. 199 647 A, in City of Marshalltown, Marshall County, State of Iowa (the "Crossing"), to which Railroad is agreeable, but solely upon terms and conditions hereinafter set forth.

The location of the Crossing is generally shown on the print marked Exhibit A, attached hereto and hereby made a part hereof.

AGREEMENT:

NOW THEREFORE, in consideration of the premises and of the promises and conditions hereinafter set forth, the parties hereto agree as follows:

1. Railroad shall furnish all labor, material, equipment and supervision for, and shall (a) install a 48 ft. precast concrete crossing on the Industrial lead, (b) install new rail ties ballast, (d) surface the track if needed.

2. Municipal Corporation agrees to reimburse the Railroad for one hundred percent (100%) of Railroad's actual labor and material costs associated with the work and materials described in Section 1 above. Railroad estimates such cost to be Sixty Two Thousand, Four Hundred Eighty Three Dollars (\$62,483), as set forth in Estimate of Material and Force Account dated June 12, 2014 marked Exhibit B, hereto attached and hereby made a part hereof. During the performance of such work Railroad will provide progressive billing to the Municipal Corporation based on Railroad's actual costs. Actual costs to Railroad shall include customary additives (which includes its overhead and indirect construction costs) to materials, services and labor provided by Railroad. Within One Hundred Twenty (120) days after Railroad has completed its work, Railroad will submit a final billing to the Municipal Corporation for any balance owed. Municipal Corporation shall pay Railroad within thirty (30) days of its receipt of progressive and final bills submitted by Railroad.

3. Railroad, at its cost, shall maintain the Crossing between the track tie ends and Municipal Corporation, at its cost, shall maintain all other portions of the Crossing. If, in the future, Municipal Corporation elects to have the surfacing material between the track tie ends replaced with paving or some surfacing material other than concrete planking, Railroad, at the Municipal Corporation's expense, shall install such replacement surfacing.

4. Municipal Corporation, at its cost, shall provide all labor, material and equipment associated with traffic control, barricades, detour signing, advanced warning signs and pavement markings. All such work shall be in compliance with the current Manual on Uniform Traffic Control Devices.

5. If Municipal Corporation's contractor(s) is/are performing any work described in Section 4 above, then Municipal Corporation shall require its contractor(s) to execute Railroad's standard and current form of Contractor's Right of Entry Agreement. Municipal Corporation acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor(s) of the need to execute the Agreement and to obtain and provide to Railroad the insurance policies, binders, certificates and endorsements that are required in the Contractor's Right of Entry Agreement. Under no circumstances will the Municipal Corporation's contractor(s) be allowed onto the Railroad's premises without first executing the Contractor's Right of Entry Agreement and providing the aforesaid insurance documents.

6. 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. Municipal Corporation or its contractor(s) shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour number, 7 day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's premises to be used by Municipal Corporation or its contractor(s). If it is, Municipal Corporation or its contractor(s) 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 Railroad's premises.

7. Municipal Corporation, for itself and for its successors and assigns, hereby waives any right of assessment against Railroad, as an adjacent property owner, for any and all improvements made under this Agreement.

8. Covenants herein shall inure to or bind each party's successors and assigns; provided, no right of Municipal Corporation shall be transferred or assigned, either voluntarily or involuntarily, except by express written agreement acceptable to Railroad.

9. Municipal Corporation hereby confirms that funds have been appropriated for the work set forth in this Agreement.

10. The person signing this Agreement on behalf of Municipal Corporation hereby confirms that he/she is authorized under Municipal Corporation policies and procedures to execute this Agreement and to bind Municipal Corporation to the obligations under this Agreement.

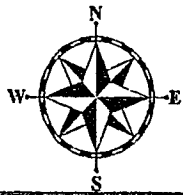
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

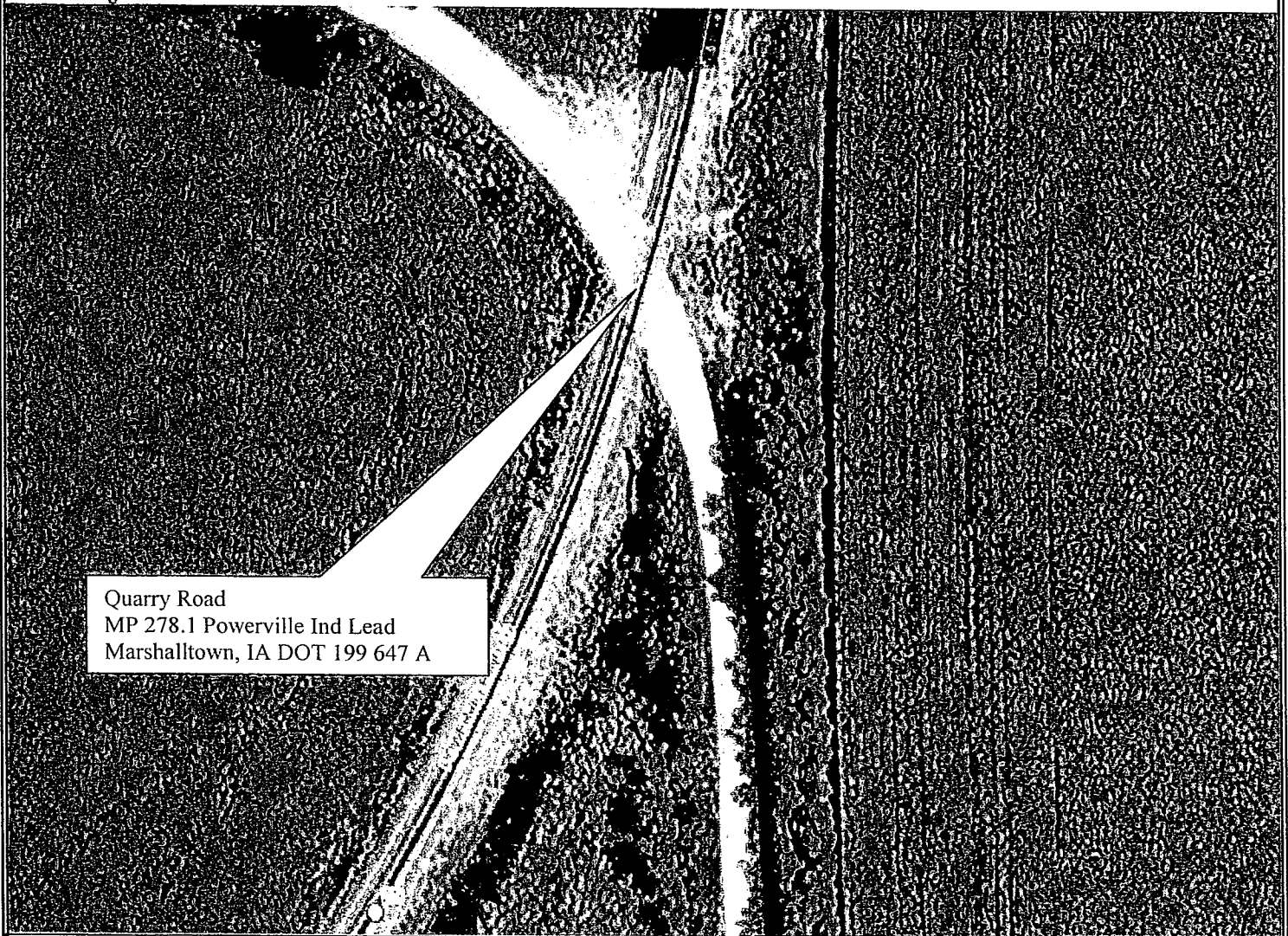
By _____
Title: _____

CITY OF MARSHALLTOWN IOWA

By _____
Title: _____



LOCATION OF PUBLIC AT-GRADE ROAD CROSSING AGREEMENT



Quarry Road
MP 278.1 Powerville Ind Lead
Marshalltown, IA DOT 199 647 A

RAILROAD WORK TO BE PERFORMED:

1. Install 48' 10W concrete crossing panels.
2. Install new rail, ties, ballast.
3. Surface track.

EXHIBIT "A" UNION PACIFIC RAILROAD COMPANY

POWERVILLE IND LEAD
MILE POST 278.1
MARSHALLTOWN, IOWA

Illustrative print showing location of public road crossing
project within MARSHALLTOWN, IOWA

June 13, 2014

WARNING

IN ALL OCCASIONS, U P. COMMUNICATION DEPARTMENT MUST BE CONTACTED IN
ADVANCE OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC
CABLE. PHONE 1-800-336-9193

DATE: 2014-06-12

ESTIMATE OF MATERIAL AND FORCE ACCOUNT WORK
BY THE
UNION PACIFIC RAILROAD

THIS ESTIMATE GOOD FOR 6 MONTHS EXPIRATION DATE IS :2014-12-11

DESCRIPTION OF WORK:
2014 RECOLLECT PROGRAM
POWERSVILLE INDUSTRIAL LEAD
MP 278.10 DOT # 199647A QUARRY ROAD
INSTALL 48 TF OF CROSSING SURFACE INCLUDING TIES, RAIL, OTM
PROJECT FUNDED 100% BY CITY OF MARSHALLTOWN

PID: 87663 AWO: 25669 MP, SUBDIV: 278.10, POWERSVILLE
SERVICE UNIT: 03 CITY: POWERSVILLE STATE: IA

DESCRIPTION	QTY	UNIT	LABOR	MATERIAL	RECOLL	UPRR	TOTAL
ENGINEERING WORK							
ENGINEERING			2826		2826		2826
LABOR ADDITIVE 211%			5963		5963		5963
TOTAL ENGINEERING			8789		8789		8789
SIGNAL WORK							
LABOR ADDITIVE 211%			1596		1596		1596
SIGNAL			756	5	761		761
TOTAL SIGNAL			2352	5	2357		2357
TRACK & SURFACE WORK							
BALAST	1.00	CL	5	909	914		914
BILL PREP FEE				900	900		900
ENVIRONMENTAL PERMIT				10	10		10
EQUIPMENT RENTAL				1500	1500		1500
FOREIGN LINE FREIGHT				490	490		490
HOMELINE FREIGHT				900	900		900
LABOR ADDITIVE 211%			14504		14504		14504
MATL STORE EXPENSE				189	189		189
OTM				782	2004		2786
RAIL	160.00	LF	2571	2798	5369		5369
RDXING	48.00	TF	924	11355	12279		12279
SALES TAX				807	807		807
SWTIE	41.00	EA	2963	2898	5861		5861
TRK-SURF, LIN				3337	3337		3337
WELD				873	252		1125
XTIE		EA	366		366		366
TOTAL TRACK & SURFACE			26325	25012	51337		51337
LABOR/MATERIAL EXPENSE							
RECOLLECTIBLE/UPRR EXPENSE			37466	25017			
ESTIMATED PROJECT COST					62483	0	62483
EXISTING REUSEABLE MATERIAL CREDIT					0		
SALVAGE NONUSEABLE MATERIAL CREDIT					0		
RECOLLECTIBLE LESS CREDITS							

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, UPRR WILL BILL FOR ACTUAL CONSTRUCTION COSTS AT THE CURRENT EFFECTIVE RATE.

EXHIBIT B