



RAW

**COMMITTEE OF THE WHOLE AGENDA  
COUNCIL CHAMBERS, 10 W STATE STREET, 2<sup>ND</sup> FLOOR  
JULY 19, 2010, 5:30 p.m.**

**NOTICE TO PUBLIC:** As a reminder, the items presented on this COMMITTEE OF THE WHOLE AGENDA are for review and discussion purposes only. No formal action will be taken, although Staff may be given direction. Items requiring Council action will be presented at a future Council meeting.

The Mayor and City Council welcome comment from the public during discussion. The public is reminded to turn off cell phones. 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 Gene Beach

**PLEDGE OF ALLEGIANCE**

**ROLL CALL:** William Backoff, Marla Grabenbauer, Al Hoop, Andrea Maxwell, Robert Schubert, Bob Wenner, and Bethany Wirin.

**CONSENT ITEMS:** Items on the consent agenda will not be discussed unless a request is made.

- 1 July 6 Special Council Meeting Minutes and July 12 Council Meeting Minutes
- 2 Receipt of Senior Citizen Center Treasurer Report, dated July 8.
- 3 Receipt of Building Report for June 2010.
- 4 Receipt of memo relating to Camera usage at the Aquatic Center.
- 5 Receipt of May 2010 Financials
- 6 Contract for Services Agreement with SATUCI, 7/1/10 – 9/30/10, Drug Free Communities Support Program
- 7 Public Hearing, July 26, regarding sale of portion of Judge Park to James E. Shaw.

**DISCUSSION ITEMS:**

- 8 Change Order #2 for Center Street Improvements project #76009006A of \$4,728.20
- 9 Goal Setting, in either October or November
- 10 Riverview Park Drainage, Trail and Parking Improvements Project 29109006A – Approve Contract & Bond
- 11 Memorandum of Agreement with Friends of Library regarding Lead “safe” house, 112 W Linn St.
- 12 Ordinance modifying handicap parking locations, 30 minute and 3 hour parking near the City Hall Complex and Veterans Memorial Coliseum.
- 13 Garbage
- 14 Skatepark update
- 15 Street / Sidewalk project update
  - a) Micro-paving
  - b) Sidewalks

**PUBLIC COMMENT**

**ADJOURNMENT**

Review

Council Proceedings  
Special Council Meeting  
July 6, 2010

A Special meeting of the Marshalltown City Council was convened on July 6, 2010, following the Committee of the Whole Meeting in the Council Chambers at City Hall. Mayor Beach called the meeting to order at 12:48 PM. ROLL CALL: Present – Backoff, Hoop, Schubert, Wenner, Wirin. Absent: Grabenbauer and Maxwell.

Schubert moved to adopt Resolution 2010-102 Ordering Construction Of The 2009 Sidewalk Construction Project In The City Of Marshalltown, Iowa, Setting Public Hearing On Proposed Plans, Specifications, Form Of Contract And Estimated Cost And Directing Publication Of Notice To Bidders, Being Project Number 76009008, second by Wenner. Resolution adopted 5-0.

Meeting adjourned at 12:50 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

\_\_\_\_\_  
Gene L. Beach, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, City Clerk

Council Proceedings  
July 12, 2010

Revised

The Marshalltown City Council met in regular session on July 12, 2010, at 5:30 PM in the Council Chambers at City Hall. Mayor Pro Tempore Wirin called the meeting to order and led the Pledge of Allegiance. ROLL CALL: Present – Backoff, Grabenbauer, Hoop, Maxwell, Schubert, Wenner and Winn.

Schubert moved to approve the agenda, second by Wenner. Motion approved 7-0.

Grabenbauer moved to approve the consent agenda items: Approve Council Minutes of June 28, 2010; Approve Bill List in the amount of \$1,834,766.84; Receipt of May 2010 Building Report; Motion approving FYE Budgeted Transfers as outlined in memo dated 7/2/2010; Motion approving the following Tobacco Permits, valid through 6/30/2011; for TP Plaza, Ampride; Motion accepting Settlement Agreement for HyVee and The Depot, relating to a tobacco sale to a minor; Resolution 2010-103 Accepting Bid and Authorizing the Award of Contract for the MEGA 10 Project 94008A to Con-Struct, Inc., of \$62,300.00 for Base Bid plus Alternate; Resolution 2010-104 Approving Contract Change Orders for the Carnegie Building Rehabilitation Project 22007001A of \$5,061.00 and CPMI Fees for City Hall Renovation of \$7,990.00; Resolution 2010-105 Approving Regulations for Administration of the Deer Hunting Program; Tentative Resolution 2010-106 Providing for the Conveyance and Transfer of Title to the Property Herein Described from the City of Marshalltown, Iowa, to James E. Shaw, setting public hearing for July 26. (Relating to sale of a portion of Judge Park); Resolution 2010-107 Accepting Quit Claim Deed, regarding Theisen Development Company, extension of South 6<sup>th</sup> Street; Alcohol Licenses New Alcohol license – MCBF for Car Show July 24; Renewal Alcohol licenses: Zenos Pizza, Special Beer & Wine; Applebees, Class C Liquor; Legends American Grill, Class C Liquor; Mike's Diner, Class C Beer; Center Street Station, Class C Liquor; Stone's Restaurant, Class C Liquor; Casey's, N 3<sup>rd</sup> Ave, Class C Beer; Wal-Mart, Class E Liquor; second by Maxwell. Motion approved 7-0.

#### REPORTS

Schubert moved to approve using the appointment process to replace Bill Backoff, Councilor At Large, second by Wenner. Backoff's resignation is effective August 1, 2010. Motion carried 7-0.

#### RESOLUTIONS:

##### PUBLIC HEARING:

Mayor Pro Tempore Wirin declared the public hearing open for the Plans & Specifications, Form of Contract and Cost for the 2009 Sidewalk Construction Project 76009008A. Public Works Director Lynn Couch displayed a map of the areas for sidewalk construction. This project is due to the results of the Sidewalk Task Force, and funded with \$50,000 from each of the 2008 and 2009 budgets. There were no council comments. A citizen questioned why property owners weren't paying for their sidewalk. The Sidewalk Task Force and council had previously discussed and felt that these sidewalks were required to supplement the Safe Routes to School sidewalk program. There were no written comments. Mayor Pro Tempore Wirin declared the public hearing closed.

Wenner moved to adopt Resolution 2010-108 Approving Plans & Specifications, Form of Contract and Cost for the 2009 Sidewalk Construction Project 76009008A, second by Backoff. Bids are due by 10 a.m. on July 14, 2010, at the City Clerk's office. Resolution adopted 7-0.

Maxwell moved to adopt Resolution 2010-109 Authorizing the City Housing & Community Development Department to Submit on Behalf of the City of Marshalltown a Grant Application to the US Department of Housing & Urban Development (HUD) and Department of Transportation (DOT) for Community Challenge Planning Grant, second by Grabenbauer. The grant requires pre-application approval and improvements are planned for the northern entrance to the city, the commercial corridor, housing redevelopment and rehabilitation in conjunction with the Riverview Park Master Plan. Resolution adopted 7-0.

Schubert moved to adopt Resolution 2010-110 Denying the Liquor License Renewal for Coppertop Lounge / DS Management Company, L.L.C., Class C Liquor License LC0037022, second by Grabenbauer. Resolution adopted 5-2, with Backoff and Wenner dissenting.

##### ORDINANCES:

Wenner moved to adopt the first reading of Ordinance 14875 Approving Changes to the Municipal Code, Regarding Chapter 20, Traffic, second by Grabenbauer. First reading adopted 7-0. Wenner moved to waive the second and third readings of the Ordinance, second by Maxwell. Ordinance adopted 6-1, with Schubert dissenting the waiving of the readings.

Wenner moved to adopt the first reading of Ordinance 14876 Approving Changes to the Municipal Code, Regarding Chapter 13, second by Backoff. A magistrate requested the fine for First reading adopted 7-0. Wenner moved to waive the second and third readings of the Ordinance, second by Maxwell. Ordinance adopted 6-1, with Schubert dissenting the waiving of the readings.

Wenner moved to adopt the first reading of Ordinance 14877 to Vacate Portions of E. Quarry Road from Nevada Street to the East City Limits all in Marshalltown, Iowa, as Herein Described and to Terminate the Right of Public Use, setting public hearing date on August 9, 2010, prior to the third reading, second by Backoff. The area abutting the portions of E Quarry Road to be vacated are owned by Alliant Energy and the public has an alternate route of passage. First reading adopted 7-0.

**PUBLIC COMMENTS**

Housing and Community Development Director Michelle Spohnheimer announced a SIM HUD Hope VI Main Street grant was awarded for the renovation of the Iowa Wholesale building. Bill Egleston, 509 Brentwood Road, asked for more information on the website. Tim Bradbury, 12 N 10<sup>th</sup> Avenue, asked about the decrepit house at 16 N 10<sup>th</sup> Avenue. Spohnheimer informed the council staff has been working toward getting that house declared as being dangerous and determining the best way to finance the demolition. The street and storm water project along Center Street, from Linn to State Street, should be finished by August 14 due to inclement weather. Repairs of Highland Acres road at the north end are estimated at \$38,000. Other street repairs include Woodland Street, to be constructed in the fall and the overlay project will begin in the spring. Maxwell asked if micropaving was an option to help extend the life of some streets. Don Ecklor, 604 N 3<sup>rd</sup> Avenue, and Phil Barker, 1313 E Nevada Street, expressed concern that the garbage pickup should remain a private enterprise. Jim Deninger questioned curbs, cameras at the pools, and potholes. Assistant Police Chief Brian Batterson informed the public that graffiti and vandalism are illegal activities.

Meeting adjourned at 7:10 p.m.

Respectfully submitted,

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

CITY OF MARSHALLTOWN

ATTEST:

\_\_\_\_\_  
Gene L. Beach, Mayor

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

*RW*

SENIOR CITIZENS CENTER, INC.  
20 EAST STATE STREET  
MARSHALLTOWN, IOWA 50158

JUL 1-9 2010  
CITY OF  
MARSHALLTOWN

TREASURER'S REPORT AS OF JULY 8, 2010

CHECKING ACCOUNT #2985377437 LAST REPORT 06-10-2010 \$1,210.92

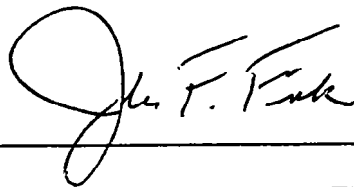
DEPOSITS:

06-02-10 RENT BOX	\$20.00	
06-02-10 BRIDGE	\$80.00	
06-09-10 CRAFTS	\$20.00	
06-09-10 DONATION	\$115.00	
06-10-10 TRANSFER FROM SAV	\$600.00	
06-16-10 DONATION	\$102.21	
06-16-10 CRAFTS	\$20.00	
06-23-10 DONATION	\$10.00	
06-23-10 CRAFTS	\$8.00	
06-30-10 BINGO	<u>\$600.00</u>	
		\$1,575.21

CHECKS WRITTEN:

06-10-10 CK. #2331	KATHY WALTERMIRE	\$1,230.00	
06-23-10 CK. #2333	PREFERRED PEST MGMT	\$27.82	
06-14-10 CK. #2332	CITY OF MARSHALLTOWN	\$502.05	
06-17-10 CK. #2334	SPEEDNET	<u>\$49.99</u>	
			<u>\$1,809.86</u>

BALANCE CHECKING ACCOUNT: \$976.27



JOHN FINK, TREASURER

SENIOR CITIZENS CENTER, INC.  
20 EAST STATE STREET  
MARSHALLTOWN, IOWA 50158

TREASURER'S REPORT AS OF JULY 8, 2010

US BANK

<b>CHECKING ACCOUNT (Activity Fund) Acct 0 029 8412 7643 June 4, 2010:</b>		<b>\$234.27</b>
Monthly Deposits - Activities	\$812.86	
Transfer from Savings	\$0.00	
Print Calendars	\$0.00	
Monthly Checks - Supplies	<u>(\$839.12)</u>	
Net Change in Account		<u>(\$26.26)</u>
Account Balance July 1, 2010		\$208.01

US BANK

<b>CHECKING ACCOUNT (Tax/Bingo Fund) Acct 0 029 8537 7411 June 2, 2010:</b>		<b>\$394.52</b>
Monthly Deposits - Bingo Cards	\$598.50	
Monthly Checks- Bingo prizes/taxes	(\$169.02)	
Transfer to General Checking Acct	<u>(\$600.00)</u>	
Net Change in Account		<u>(\$170.52)</u>
Account Balance June 30, 2010		\$224.00

**SENIOR CITIZENS CENTER, INC.**  
**20 EAST STATE STREET**  
**MARSHALLTOWN, IOWA 50158**  
**JULY 8, 2010**

**SAVINGS ACCOUNT: US BANK #2988330482:**

<b>BALANCE 05-25-10</b>	\$5,408.79
<b>TRANSFER TO CHECKING</b>	(\$600.00)
<b>MEMORIAL - Lillian Botts</b>	\$50.00
<b>MEMORIAL - Art Prescott</b>	\$100.00
<b>MEMORIAL - Frances Hildebrand</b>	\$110.00
<b>MARSHALL CO. FOUNDATION - QUILTING MACHINE DONATION</b>	\$1,750.00
<b>DONATIONS FOR QUILTING MACHINE</b>	\$150.00
<b>INTEREST</b>	<u>\$0.04</u>
<b>BALANCE 07-01-10</b>	\$6,968.83

**SAVINGS ACCT: HOME FEDERAL**

<b>BALANCE 06-01-10</b>	\$7,324.24
<b>TRANSFER TO US BANK SAVINGS</b>	\$0.00
<b>FRIENDS OF SENIOR CITIZENS</b>	\$50.00
<b>INTEREST</b>	\$2.66
<b>MOVED TO CD</b>	\$0.00
<b>CALENDAR SALES</b>	<u>\$0.00</u>
<b>BALANCE 06-30-10</b>	\$7,376.90

	<u>% RATE</u>	<u>MATURITY</u>	<u>AMOUNT</u>
<b>CERTIFICATES OF DEPOSIT:</b>			
<b>HOME FEDERAL SAVINGS BANK #09-61048567</b>	0.30	10-06-10	\$11,233.51
<b>HOME FEDERAL SAVINGS BANK #09-01050400</b>	1.50	07-18-11	\$30,000.00
<b>HOME FEDERAL SAVINGS BANK #09-00022336</b>	0.30	09-07-10	\$10,669.09
<b>F&amp;M BANK #4533947455</b>	2.00	08-08-11	\$15,000.00
<b>F&amp;M BANK #4533947398</b>	2.00	07-11-11	<u>\$10,000.00</u>
<b>TOTAL CD'S</b>			<u>\$76,902.60</u>
		<b>TOTAL CASH ON HAND 07-08-10</b>	\$92,656.61

SENIOR CITIZENS CENTER, INC.  
 20 EAST STATE STREET  
 MARSHALLTOWN, IOWA 50158

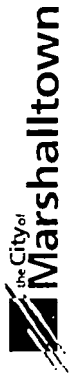
TREASURER'S REPORT AS OF JULY 8, 2010

COMPARATIVE INCOME STATEMENT

	<u>2009 - 2010</u>	<u>2008 - 2009</u>
CASH ON HAND 07-09-09	\$82,642.18	\$82,853.00
<b>INCOME:</b>		
BINGO	\$9,157.69	\$6,150.00
SPECIAL EVENTS	\$2,088.95	\$3,765.50
DONATIONS	\$12,340.37	\$9,794.01
CALENDAR SALES	\$2,658.00	\$2,628.36
CALENDAR ADVERTISING	\$0.00	\$300.00
ACTIVITIES	\$12,062.96	\$0.00
MODERN WOODSMAN	\$0.00	\$0.00
POOL FUND TRANSFER	\$0.00	\$641.18
WALMART	\$0.00	\$800.00
UNITED WAY	\$5,880.00	\$4,455.00
MARSHALL CO FDN	\$1,750.00	\$0.00
WELLS FARGO	\$0.00	\$0.00
FRIENDS OF SENIOR CITIZENS	\$6,535.00	\$7,355.00
INTEREST	<u>\$974.27</u>	<u>\$1,051.90</u>
<b>TOTAL INCOME</b>	<b>\$53,447.24</b>	<b>\$36,940.95</b>
<b>EXPENSES:</b>		
CITY - TELEPHONE	\$339.68	\$421.95
- SANITATION	\$814.00	\$962.00
- RENT	\$4,800.00	\$4,800.00
- OTHER	\$0.00	\$0.00
SALARY - DIRECTOR	\$14,160.00	\$13,810.00
CABLE / INTERNET	\$599.88	\$890.45
REPAIRS & SUPPLIES	\$12,623.49	\$440.29
BINGO PRIZES/TAXES	\$2,783.69	\$0.00
AUDIT EXPENSE	\$3,970.00	\$0.00
RESTROOM RENOVATION	\$0.00	\$9,405.87
JANITORIAL	\$0.00	\$468.63
CALENDAR EXPENSE	\$2,161.65	\$1,810.00
INSURANCE	\$704.00	\$3,833.00
MISCELLANEOUS	<u>\$476.42</u>	<u>\$309.58</u>
<b>TOTAL EXPENSES</b>	<b>\$43,432.81</b>	<b>\$37,151.77</b>
<b>NET INCOME (LOSS)</b>	<b>\$10,014.43</b>	<b>(\$210.82)</b>
CASH ON HAND 07-08-10	\$92,656.61	\$82,642.18

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# BUILDING REPORT FOR THE MONTH OF JUNE 2010



PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT FEE
23295	Marty Dolphin	1604 Westwood Drive	Alter Dwelling		\$10,000		\$181
23296	Ester Akrum	1307 West Church St.	New Garage			\$6,000	\$125
23297	Ester Akrum	1307 West Church St.	Demolish Garage				\$25
23298	Patricia Joens	18 Edgeland Drive	Alter Dwelling		\$90,000		\$924
23299	Jace McKeever	2010 Skyline Drive	Alter Dwelling		\$2,000		\$69
23300	Juan Ventura	414 North 11th Avenue	Alter Dwelling		\$14,000		\$237
23301	Esaul Davila	209 West Grant Street	Alter Dwelling		\$2,000		\$69
23302	Robert Moore	2608 Hilltop Drive	Alter Garage			\$2,000	\$69
23303	Jim Johnson	107 North Center Street	Alter Building			\$3,000	\$83
23304	Top Line Warehousing Corp.	5 North 2nd Avenue	Demolish Building				\$25
23305	Scott Slabenow	106 South 1st Street	Alter Dwelling		\$2,000		\$69
23306	Edward Jones	2500 S. Center St. #5	Alter Building			\$16,000	\$265
23307	Tom Mack	204 Highland Acres Rd.	New Shed			\$3,000	\$83
23308	John Frimml	514 South 5th Street	Demolish Building				\$25
23309	Gabriel Cervantes	523 North 3rd Street	Alter Dwelling		\$2,000		\$69
23310	Hy Vee Inc.	802 South Center St.	Alter Building				\$1,006
23311	JBS USA, L.L.C.	402 North 10th Avenue	New Building			\$102,000	\$1,006
23312	Walmart	2802 South Center St.	Alter Building			\$15,550,000	\$63,934
23313	Richard Vajrt	506 North 4th Avenue	Demolish Garage			\$27,000	\$412
23314	Richard Vajrt	506 North 4th Avenue	New Garage			\$13,000	\$25
23315	Jim Volaw	2500 South Center St.	Alter Building			\$95,000	\$223
23316	Star Homes Of Iowa	406 Carson Drive	New Dwelling/Garage	\$179,000			\$959
<b>TOTALS:</b>				\$179,000	\$122,000	\$24,000	\$70,345
<b>TOTAL IMPROVEMENT AMOUNT: \$16,118,000</b>							
				Units	Permits	Permits	Demo Permits
				1	1	7	4
						4	6
							4

*Scott A. Riemenschneider*

Scott A. Riemenschneider, Chief Building Official

Terry



**To:** City Council  
**From:** Terry Gray, Parks and Recreation  
**Date:** July 14, 2010  
**Subject:** Camera at Aquatic Center

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This memo is in response to questions raised about the camera policy at the aquatic center. The policy we have has been in place since 2004. We reserve the right to prohibit camera usage and a sign is posted stating such. There are competing rights in play here: the rights of those at the aquatic center who do not wish to be photographed as well as parents who do not want their children to be photographed and the right to take photographs in a public place.

Many people upon seeing the sign will ask a staff member about the policy and explain their purpose in taking photos. If not, anyone seen taking photographs may be questioned as to the purpose of the photos and may be asked to show what pictures have been taken. The pool staff has discretion, but do tend to err on the side of caution in questioning those seen taking pictures.

Cell phone cameras have had little impact on this policy. We have no intention of banning cell phones. If it appears that a phone is being used as a camera, the same rules apply.

We want our patrons to feel safe and comfortable. The camera policy is in place to help ensure that no one feels threatened.

TAW

#2010

RESOLUTION APPROVING CONTRACT FOR SERVICES AGREEMENT  
BETWEEN THE CITY OF MARSHALLTOWN AND SATUCI

WHEREAS the City of Marshalltown, Iowa has negotiated a contract for Service Agreement with the Substance Abuse Treatment Unit of Central Iowa (SATUCI) for the provision of services as set out in the attached Agreements; and

WHEREAS said Agreements 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 Agreement between the Substance Abuse Treatment Unit of Central Iowa (SATUCI) and the City of Marshalltown relating to the Iowa Department of Health and Human Services grant titled "Drug Free Communities Support Program" for the period of July 1, 2010, through September 30, 2010 is hereby approved and ratified.

Section 2. These Agreements 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 Police Chief for the City of Marshalltown is hereby authorized and directed to execute said Agreements on behalf of the City of Marshalltown.

Passed this 26<sup>th</sup> day of July, 2010, and signed this \_\_\_ day of July, 2010.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Gene L. Beach, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

# Contract for Services

This agreement is made by and between

**Substance Abuse Treatment Unit of Central Iowa**  
(hereinafter "SATUCI")

and

**Marshalltown Police Department**  
(An agency contracting with SATUCI)

in response to a Department of Health & Human Services – Substance Abuse & Mental Health Services Administration Center for Substance Abuse Prevention grant titled:

## Drug Free Communities Support Program

Funded through September 30, 2010

The parties agree that this contract will be performed in accordance with the following conditions set forth by the agencies regulating SATUCI's activities and SATUCI:

***Grant Number 5H79SP13022-05 Revised***

### General Conditions

SATUCI, as well as *Marshalltown Police Department*, must comply with applicable laws, rules, and regulations set forth by the Federal Government and the State of Iowa in regards to the receipt of grant funds. Compliance is subject to verification. General Contract Conditions for all federal contracts must be adhered to, and copies of the General Conditions are available from SATUCI. Some specific conditions are stated below.

SATUCI is required to have an annual audit. We are responsible for a clear concise audit trail. *Marshalltown Police Department* must provide SATUCI with invoices, reports, etc. that show a clear audit trail.

*Marshalltown Police Department* must follow approved Goals and Objectives within the framework of the grant administrators and SATUCI. Attached are the Goals and Objectives for your specific grant. Revisions to the Goals and Objectives must have prior approval of SATUCI's Project Coordinator.

Budget revisions must be approved by Youth Partners Project Director, Vickie Lewis.

***The disbursement of funds under this contract is contingent upon the continued availability of federal and/or state funds to SATUCI/Youth Partners,***

If the contracting agency does not comply with the Contract Conditions or Goals and Objectives of the particular grant, reimbursement could temporarily be withheld from the contracting agency. The contract administrator would give ten (10) working days notice to the sub-contractor to comply. The contracting agency would be required to submit a corrective action plan for approval by the contract administrator. Reasons for withholding reimbursement may include, but are not limited to:

1. Delinquency in submitting required reports
2. Failure to show satisfactory progress in achieving the objectives of the project or failure to meet the terms and conditions of the contract.
3. Failure to provide adequate management or contract funds or equipment.

### Unallowable Costs

- a. Purchase of land or construction of buildings or improvements thereon, or payments of real estate mortgages or taxes.
- b. Purchase of other fixed assets such as automobiles or automotive vehicles, program equipment, or fixtures, or major medical equipment, unless specific written approval is received by the Iowa Department of Public Health (IDPH).
- c. Dues to organizations or federations.
- d. Costs for social activities or amusements not related to the purpose of this contract.
- e. Food.
- f. Costs relating to political activities.
- g. Any bonus, commission, or fee paid by the Contractor or Sub-Contractor for the purpose of applying for, or obtaining, an IDPH contract.
- h. Interest costs, fines, penalties, lawsuits, or legal fees.
- i. Contingencies such as pending litigation, possible liabilities, etc.
- j. Contributions of donations.
- k. Distribution of sterile needles for hypodermic injection of any illegal drug or distributing bleach for the purpose of cleansing needles for such hypodermic injection.
- l. Carrying out testing for the etiologic agent for acquired immune deficiency syndrome unless such testing is accompanied by appropriate pre-test and post-test counseling.
- m. Any salary in excess of \$ 120,000 per year.
- n. Cost of services paid by another organization or individual.
- o. To satisfy the requirement for expenditure of non-federal funds as a condition for the receipt of federal funds.
- p. Sub-contracting for services by organizations other than government or private non-profit entities.
- q. Payments to intended recipients of health services.

## Specific Conditions

### Scope of Work

The *Marshalltown Police Department* agrees to provide personnel to conduct:

1. Alcohol Compliance Checks on area convenience stores, taverns and restaurants.

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2. Increased follow-up on underage drinking through store or community surveillance and party patrols.
3. Increase merchant awareness through education on fake ID's and underage purchasing patterns.
4. Conduct "Cop in Store" or Shoulder TAP programs.
5. Assist Youth Partners Coalition in reviewing local ordinances regarding underage use.
6. Reports due as listed below.

10/15/10

Any required monthly action-step data must be submitted by the fifth (5<sup>th</sup>) working day of each month.

Changes in objectives or scope shall not be made without the prior written approval of SATUCI and incorporated into an amendment of modification to this agreement.

### Performance Period

The performance period of this contract will terminate September 30, 2010 unless amended by written mutual agreement.

## Facility Addresses and Key Personnel

**SATUCI:** P.O. Box 1453 -- 9 North 4<sup>th</sup> Avenue  
Marshalltown, Iowa 50158  
Phone: (641) 752-5421

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Project Director: Vickie F. Lewis, Director of Professional Services  
SATUCI

Project Coordinator: Becky Pansegrau, SATUCI

**Marshalltown Police Department:** 22 North Center Street  
Marshalltown, Iowa 50158  
Phone: (641) 754-5725

Police Department Personnel:

Jack McAllister, Chief of Police  
Sergeant Ryan Goecke

### Allowable Costs, Payments, In-kind Contributions

SATUCI will reimburse *Marshalltown Police Department* as delineated below:

Also see Unallowable Expenses section in General Conditions.

The available funding for *Marshalltown Police Department* through September 30, 2010 is:

**\$ 12,000**

**The billable per hour rate is \$40.00.** Supplies to be used within the contractor's scope of work, may be purchased. Receipts should be turned in with monthly hours. Any supply cost will be included in total expenditures, not to exceed amount listed above. Any changes from the approved budget will require notification and re-approval. *Marshalltown Police Department* shall provide SATUCI with receipts for items purchased within the agreement.

All expenses, including salaries and benefits, will be reimbursed in a line item manner. Only hours worked will be paid. If other contracts held by Marshalltown Police Department also pay for salaries, benefits, or general expenses, within the scope of this contract, SATUCI will only pay the difference. (See unallowable expenses 'o').

SATUCI will, when needed, revise the budget for any grant for which SATUCI is responsible. This would only be done to enhance programming or to address a situation that would arise during the grant period.

Notification would be made to *Marshalltown Police Department* as to any changes in line items that affect their commitment to the grant. If at any time during the contract period *Marshalltown Police Department* determines that a portion of their contract will not be expended, please notify the Project Coordinator so the funding could be used in other areas.

~~Marshalltown Police Department shall not exceed any approved budget line item.~~

SATUCI will pay for services only after they have been performed and invoiced.

***Invoicing should be done at least quarterly. Final invoicing for this contract must be made on or before October 15, 2010, or payment cannot be guaranteed.***

### Grant Related Properties, and Publications

Any film, video, handout, handbook, etc., that is created for use in any grant administered by SATUCI, is the property of SATUCI. SATUCI also requests that copies of the created work be made available for SATUCI to keep on file and use when necessary.

Any time results of, or information about, activities relating to a grant that *Marshalltown Police Department* and SATUCI/Youth Partners share a partnership in appears in the media (newspaper, TV, radio, brochures, flyers, etc.), SATUCI/Youth Partners should be mentioned, as well as the funding source of the contract (ex. IDPH).

### Termination of Contract

This contract may be terminated by SATUCI or *Marshalltown Police Department* with thirty (30) day written notice, when circumstances beyond the control of either party shall make the continuation of this contract impossible.

I accept the terms of this agreement by my signature below.

Two originals are used. Please have appropriate representative sign both originals and return one to SATUCI. Both agencies will have original signatures.

\_\_\_\_\_  
Marshalltown Police Department

\_\_\_\_\_  
date

  
\_\_\_\_\_  
SATUCI/Youth Partners

  
\_\_\_\_\_  
date

**NOTICE OF PUBLIC HEARING**

*Sent to  
TR  
7/15 for  
pub on/before TRW  
7/21*

PUBLIC NOTICE is hereby given that there is now on file in the Office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, a Tentative Resolution wherein it is proposed to convey and transfer by Quit Claim Deed the following described properties in Marshalltown, Marshall County, Iowa, a portion of Judge Park adjacent to 1111 S 12<sup>th</sup> Street, legally described as:

PARCEL "A" LOCATED IN LOT 10 OF TROWBRIDGES SUBDIVISION OF THE NORTHEAST FRACTIONAL ¼ OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 3, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5<sup>TH</sup> P.M., MARSHALLTOWN, MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 6 OF SAID TROWBRIDGES SUBDIVISION; THENCE, S54°00'00"W 60.15' ALONG THE NORTHWESTERLY LINE OF SAID LOT 6 TO THE NORTHWESTERLY CORNER OF SAID LOT 6; THENCE, N47°20'14"W 51.50'; THENCE, N39°25'57"E 54.75'; THENCE, S51°03'16"E 66.55' TO THE POINT OF BEGINNING. Parcel "A" contains 0.08 acres. Subject to easements and restrictions of record, if any (herein the "Property").

From the City Of Marshalltown to James E Shaw, 1111 S 12<sup>th</sup> Street, of Marshalltown. The consideration for such conveyance shall be the sum of \$2,004.00 plus costs of transfer and publication.

The final action on the Tentative Resolution now on file will be taken at a meeting of the City Council to be held in the City Council Chambers, City Hall, 10 West State Street, on July 26, 2010, at 5:30 PM, Central Standard Time, at which time and place hearing will be had on any bids or comments made in writing or orally at said hearing to the proposed conveyance and the Council will take final action on the resolution now on file.

This notice is given as required by Section 364.7 of the Code of Iowa.

Shari L. Coughenour, City Clerk of Marshalltown Iowa.

TRW

2010-

RESOLUTION ADOPTING TENTATIVE RESOLUTION PROVIDING FOR THE CONVEYANCE  
AND TRANSFER OF TITLE BY THE CITY OF MARSHALLTOWN, IOWA  
TO JAMES E SHAW TO THE PROPERTY DESCRIBED HEREIN AND  
AUTHORIZING EXECUTION AND DELIVERY OF QUIT CLAIM DEED

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 13<sup>th</sup> day of March, 2006, place on file a Tentative Resolution whereby it proposed to sell, dispose of and convey the title of the CITY OF MARSHALLTOWN, IOWA to JAMES E. SHAW, the property, located in Marshalltown, Iowa, herein after described: and

WHEREAS published notice as required by law of the intended conveyance by the CITY OF MARSHALLTOWN, IOWA, of the real estate owned by it and described hereinafter has all been duly published and no other bids or objections to the proposed conveyance have been filed in writing with the City Clerk and no objections thereto are made in open Council meeting to the proposed conveyance for the consideration as therein described and as heretofore set forth and that this is the time and place provided for in said Tentative Resolution and in the published notice for this Council to take final action upon said Tentative Resolution; and

WHEREAS the purpose of this Resolution is to authorize the conveyance by the CITY OF MARSHALLTOWN, IOWA, TO ~~ABC HOLDINGS LLC~~ of the real estate hereinafter described subject to easements for public utilities and sewers, JAMES E. SHAW

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 12<sup>th</sup> day of July, 2010, whereby it is proposed to sell and dispose of and convey title of the CITY MARSHALLTOWN, IOWA, subject to easements as set out in Section 2, to the real estate located in the City of Marshalltown, being property lying within Judge Park abutting 1111 South 12<sup>th</sup> Street, Marshalltown, Iowa, and is legally described as

PARCEL "A" LOCATED IN LOT 10 OF TROWBRIDGES SUBDIVISION OF THE  
NORTHEAST FRACTIONAL ¼ OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 3,  
TOWNSHIP S3 NORTH, RANGE 18 WEST OF THE 5<sup>TH</sup> P.M., MARSHALLTOWN,  
MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 6 OF SAID TROWBRIDGES  
SUBDIVISION; THENCE, S54°00'00"W 60.15' ALONG THE NORTHWESTERLY LINE OF  
SAID LOT 6 TO THE NORTHWESTERLY CORNER OF SAID LOT 6; THENCE,  
N47°20'14"W 51.50'; THENCE, N39°25'57"E 54.75'; THENCE, S51°03'16"E 66.55' TO THE  
POINT OF BEGINNING. Parcel "A" contains 0.08 acres. Subject to easements and restrictions  
of record, if any (herein the "Property")

in Marshalltown, Iowa, to JAMES E. SHAW, is hereby approved and adopted.

Section 2. The conveyance of the real estate as is described in Section 1 of this Resolution shall be by QUIT CLAIM DEED from the CITY OF MARSHALLTOWN, subject to easements, rights of ways and access being retained for said property for utilities, access and maintenance of utilities, and for such other municipal easement as presently exists. Said easements, rights of way and access will be retained until such time as their retention is no longer desired by the City of Marshalltown, Iowa.

Section 3. The Mayor and Clerk are hereby authorized to execute the QUIT CLAIM DEED, as referred to herein and upon receipt of the consideration therein, deliver the deed to the Buyer and to do all things necessary to carry out said sale.

Passed this 26<sup>th</sup> day of July, 2010, and signed this \_\_\_ day of July, 2010.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Gene L. Beach, Mayor  
ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

Curtis A. Ward ISBA # 5836

Prepared by and Curtis A. Ward, P.O. Box 908, 6 West Main, Marshalltown, IA 50158, (641) 752-6413  
and Return to: Individual's Name Street Address City Phone

**SPACE ABOVE THIS LINE FOR RECORDER**

**Address Tax Statement:** James E. Shaw, 1111 South 12<sup>th</sup> Street, Marshalltown, IA 50158

**QUIT CLAIM DEED**

For the consideration of One and no/100----- Dollar(s) and other valuable consideration, The City of Marshalltown, Iowa, does hereby Quit Claim and Convey to James E. Shaw the following described real estate in Marshall County, Iowa:

PARCEL "A" LOCATED IN LOT 10 OF TROWBRIDGES SUBDIVISION OF THE NORTHEAST FRACTIONAL ¼ OF THE NORTHWEST FRACTIONAL ¼ OF SECTION 3, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5<sup>TH</sup> P.M., MARSHALLTOWN, MARSHALL COUNTY, IOWA. MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEASTERLY CORNER OF LOT 6 OF SAID TROWBRIDGES SUBDIVISION; THENCE, S54°00'00"W 60.15' ALONG THE NORTHWESTERLY LINE OF SAID LOT 6 TO THE NORTHWESTERLY CORNER OF SAID LOT 6; THENCE, N47°20'14"W 51.50'; THENCE, N39°25'57"E 54.75'; THENCE, S51°03'16"E 66.55' TO THE POINT OF BEGINNING. Parcel "A" contains 0.08 acres. Subject to easements and restrictions of record, if any.

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

This deed is exempt from real estate transfer tax by virtue of Iowa Code §428A.2(6).

Dated: \_\_\_\_\_

The City of Marshalltown, Iowa.

By: \_\_\_\_\_  
Gene Beach, Mayor

By: \_\_\_\_\_  
Shari Coughenour, CMC, City Clerk

STATE OF IOWA , MARSHALL COUNTY, ss:

On this \_\_\_\_ day of July, 2010, before me a Notary Public in and for said County and said State, personally appeared Gene Beach and Shari Coughenour, to me personally known, who, being by me duly sworn, did say that they are the Mayor and City Clerk respectively, of the City of Marshalltown, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Resolution \_\_\_\_\_, the Resolution adopted by the City Council, under Roll Call No. \_\_\_\_ of the City Council on the \_\_\_\_ day of July, 2010, and that Gene Beach and Shari Coughenour acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

\_\_\_\_\_, Notary public  
Commission expires:  
Commission No.:

Row

RESOLUTION APPROVING CONTRACT CHANGE ORDER #2 FOR THE  
CENTER STREET IMPROVEMENTS STATE STREET TO LINN STREET PROJECT,  
BEING PROJECT NO. 76009006 IN THE AMOUNT OF \$4,728.20

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for Center Street Improvement State Street to Linn Street Project, Being Project No. 76009006, and

WHEREAS, extra work is required to satisfactorily complete said project.

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

Section 1. That the contract Change Order #2 for the for Center Street Improvement State Street to Linn Street Project, Being Project No. 76009006 in the amount of \$4,728.20, is hereby accepted and approved for addition to said project.

Passed this 26<sup>th</sup> day of July, 2010 and signed this \_\_\_\_ day of July, 2010.

CITY OF MARSHALLTOWN

\_\_\_\_\_  
Gene L. Beach, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

Project: Center Street Improvements – State to Linn	CGA PN: 1614CS.06	<b>Change Order # 2</b>
Owner: City of Marshalltown	Contract Date: 11/04/2009	
Contractor: Brycon LLC	Contract Amount: \$497,535.00	

List below or on a separate sheet each change proposed in this order describing briefly and giving reasons for the changes. Attach copy of supplemental agreement covering any contract amendment.

PROPOSED CHANGES	Amount Increase or Decrease
1. Relocate water main – 1 LS @ \$4,078.20 <ul style="list-style-type: none"> <li>• Contractor shall lower the existing fire service in order to provide adequate clearance for the crossing storm sewer. See attached breakdown for Brycon LLC.</li> </ul>	+ \$4,078.20
Net Change This Order (+ or -)	+\$4,078.20
Net Changes Previous Orders:	+650.00
Total Net Changes to Date:	+\$4,728.20

Total Contract Time (Days) Working Days 60	Days Increased 1	Days Decreased 0	Total 61
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**If and when approved, I hereby accept this order both as to work to be performed and prices on which payment shall be based.**

Contractor: <i>Brycon LLC</i>		Date: <i>6-18-10</i>	
By: <i>[Signature]</i>	Title:		
Recommended	By: <i>[Signature]</i>	Title: Project Engineer	Date: <i>6/18/10</i>
Approved	By:	Title: Mayor	Date:
Attested	By:	Title: City Clerk	Date:

	A	B	C	D	E	F	G	H	I	J	K
1	09-150 City of Marshalltown Center Street Improvements Project - Request For Change Order - Drop Wells Fargo Water Service Below Proposed Storm Sewer										
2	Date	Supor Hours	Foreman Hours	Laborer Hours	Equipment	Hours	Material	Tons/Cubic Yards	Material Cont	Equipment Cont	Labor Cost
3		8.0 hrs	8.0 hrs	8.0 hrs	Cat 320 Tract Hloc	1.0 hrs	(3000 DR14 x 4" Water Pipe 2 1/2" Holding Spools 4" Mega Lug ACC Pk 4" - 45 Degree Elbows Valve Box & Rise w/ Cap Water Materials Freight 1" Clean Airmate Water Department Call Fee (\$70.00 Each) Water Department Standby/Observation	40' 4 Each 12.00 4 Each 1 Each 1sum 30 Ton 1sum 1sum	\$160.00 \$600.00 \$274.00 \$320.00 \$100.00 \$75.00 \$465.00 \$140.00 \$560.00	\$170.00	\$1,080.00
4					tandem Axle Dumptruck	2.0 hrs					
16							Date of Invoice			TOTAL	\$3,884.00
17										5 % Markup	\$194.20
21										Change Order Total =	\$4,078.20
24	ALL WORK WILL BE PERFORMED AFTER HOURS TO KEEP WELLS FARGO IN OPERATION. OVERTIME FEES AND COSTS ARE INCLUDED.										

Row

RESOLUTION APPROVING CONTRACT AND BOND FOR CONSTRUCTION OF THE RIVERVIEW PARK DRAINAGE, TRAIL AND PARKING IMPROVEMENTS PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NO. 29109006 IN THE AMOUNT OF \$332,603.00

WHEREAS the City of Marshalltown, Iowa, did by resolution duly adopted by the Council, accept the bid of Construct, Inc of Marshalltown for construction of the Riverview Park Drainage, Trail and Parking Improvements Project as required by plans and specifications therefore and in the City of Marshalltown, Iowa, as covered by resolution ordering said construction, and,

WHEREAS the said Construct, Inc. has executed a contract for the construction of said improvement and has filed its construction bond covering the full amount of said improvement with adequate sureties thereon, and that the said contract is now before this Council for final approval.

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

That the contract of Construct, Inc. duly executed by said company and the surety bond for the performance of said contract, duly executed by said company, together with the surety, are now filed with the City Clerk for the construction of the public improvement as fully set forth in the plans and specifications for Project No. 29109006, the Riverview Park Drainage, Trail and Parking Improvements Project in the City of Marshalltown, Iowa, and therein specifically described, be and the same are hereby accepted and approved.

BE IT FURTHER RESOLVED that the Mayor and City Clerk be authorized and directed to execute the contract for and on behalf of the City of Marshalltown, Iowa.

Passed this 26<sup>th</sup> day of July, 2010, and signed this \_\_\_\_\_ day of July, 2010.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Gene L. Beach, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

RDW

**RESOLUTION AUTHORIZING APPROVAL OF MEMORANDUM OF AGREEMENT  
BETWEEN THE CITY OF MARSHALLTOWN ON BEHALF OF THE LEAD HAZARD  
CONTROL PROGRAM AND THE FRIENDS OF THE LIBRARY REGARDING PROPERTY  
AT 112 WEST LINN STREET, MARSHALLTOWN, IOWA**

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

**WHEREAS** the Marshalltown Housing & Community Development Department is administering a HUD Lead Hazard Control Program which requires occupant relocation during construction; and

**WHEREAS** Marshalltown Friends of the Library has agreed to allow use of the property at 112 West Linn Street, Marshalltown, Iowa, under the conditions set forth in the attached agreement; and

**WHEREAS** it is in the best interest of the City to do so.

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

Section 1. The City of Marshalltown, Iowa authorizes approval of the attached memorandum of agreement by and between the City and The Friends of the Library.

Section 2. Attached hereto is said agreement, which is hereby approved and ratified by the Council of the City of Marshalltown, Iowa.

Section 3. This Resolution shall be in full force and effect from and after its passage and adoption as by law required.

Passed this \_\_\_\_ day of \_\_\_\_\_ 2010, and signed this \_\_ day of \_\_\_\_\_ 2010.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Gene L. Beach, Mayor

ATTEST:

\_\_\_\_\_  
Shari L. Coughenour, CMC, City Clerk

## Memorandum of Agreement

This memorandum details an agreement between the City of Marshalltown (the "City") and Friends of the Marshalltown, Iowa Public Library, Inc. ("FOL"), to implement the City's renewed lead paint abatement project utilizing the property at 112 W. Linn Street on or before August 01, 2010, for a period of twenty-one (21) months, ending April 30, 2012, subject to appropriate and necessary resolutions, ordinances, and legal contracts.

FOL is a not-for-profit 501 (c)(3) corporation established in 1997. The mission of FOL is to support and promote the programs, resources, and services of the Marshalltown Public Library. FOL solicits gifts, endowments, and bequests for the benefit of the library. FOL is supportive of the City in implementing the new lead abatement project.

The City and FOL propose that FOL will allow the City to use the property at 112 W. Linn for the term of the agreement for the purpose of housing homeowners and tenants as part of the lead abatement program operated by the City. Occupants of the property will be participants in good standing in the lead abatement program and will only occupy the property during the relocation period of their assistance. For this use, the City will provide the following consideration to offset FOL income from sale and debt service or rental for the term of the agreement:

The City will attest that the residence at 112 W. Linn Street meets all the requirements of the City's rental housing code, and that all mechanical systems are in working and satisfactory order as acknowledged by the City.

The City will utilize Federal funding under the HUD Lead Hazard Control Program to remediate any lead hazards identified through a lead inspection. The property will be made "lead safe" as of a specific date of clearance. FOL will receive a copy of all reports and documents associated with the lead hazard control program and will be responsible for disclosure of lead based paint activity following the term of the agreement.

The City will provide appropriate property and liability insurance and hold FOL harmless from and against any and all claims which may be asserted against it with respect to events occurring at the premises during for the term of this agreement.

The City is responsible for renter's coverage, routine safety checks, and routine property maintenance including cleaning, electrical, plumbing, heating and cooling system repairs, lawn care, and snow removal, unless agreed upon by both parties to outsource such services. The City is responsible for all utilities during the duration of this agreement. The City will be responsible for any property taxes during the term of the agreement.

The City considers their use of the residence at 112 W. Linn Street as an in-kind match amount from FOL with a value of \$700 per month based on the Housing Authority established Payment Standard for rent in Marshall County.

Termination of agreement may be made at any time by either party for any reason with a thirty day written notice.

The City and its program participants shall at all times occupy the property in a peaceable and legal manner.

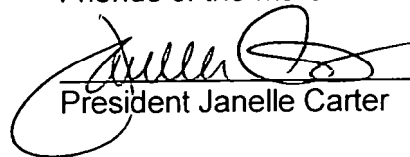
The City shall use the property for the lead abatement program as provided herein and for no other purpose.

Agreed to by the City and FOL on \_\_\_\_\_, 2010.

City of Marshalltown

\_\_\_\_\_  
Mayor Gene Beach

Friends of the Marshalltown Iowa Public Library, Inc.

  
\_\_\_\_\_  
President Janelle Carter

Residential Areas		Updated 5/30/2010		Street	Side of St.	Year	Approximate Lengths	Number of Ramps	Cost	Comments	Status as of 5/30/2010
From 4th St to Center St	From 4th St to existing sidewalk	Ingleclue	North								
From 4th St to South St	From 4th St to existing sidewalk	Southridge	North								
From 4th St to South St	From 4th St to existing sidewalk	4th St	East								
From Olive St to South St	From Olive St to South St	Center St	East				1,070	6	\$ 26,739	Fill in Gap	
South end at the corner of Southridge	South end at the corner of Southridge	Edgebrook	East				109	2	\$ 2,717	Fill in Gap	
North end at the corner of Olive Street	North end at the corner of Olive Street	Edgebrook	East				17	2	\$ 435	Fill in Gap	
From 4th - 6th St.	From 4th - 6th St.	Meadow Lane	South				522	-	\$ 13,050	Fisher School Priority	
Lot at 1411	Lot at 1411	S 7th Ave	West				252	-	\$ 6,304	Fill in Gap	
							1,970	10	\$ 49,246	Year 1 Sub Totals	
From Meadow Lane to Bryngleson	From Meadow Lane to Bryngleson	4th St	East	Omit			237	4	\$ 5,925	Fisher School Priority (evacuation route)	
From Bryngleson to Pleasantview	From Bryngleson to Pleasantview	4th St	East	Omit			297	2	\$ 7,425	Fisher School Priority (evacuation route)	
From Center St - 4th St.	From Center St - 4th St.	Meadow Lane	South				1,177	-	\$ 29,425	Fisher School Priority (evacuation route)	
From 4th St to Bryngleson	From 4th St to Bryngleson	Pleasantview	North	Omit			313	1	\$ 7,825	Fisher School Priority	
							2,024	7	\$ 50,600	Year 2 Sub Totals	
From 7th Ave to 12th Ave	From 7th Ave to 12th Ave	South St	North				1,743	12	\$ 43,575	Anson PTA Priority from 2002	
From 6th St to Waconda	From 6th St to Waconda	Southridge	South				441	1	\$ 11,025	Fill in Gap	
							2,184	13	\$ 54,600	Year 3 Sub Totals	
From 3rd Ave to 5th Ave	From 3rd Ave to 5th Ave	Newcastle	South				845	1	\$ 21,125	Hoglan School Priority	
North & South of Newcastle	North & South of Newcastle	5th Ave	West				258	2	\$ 6,450	Hoglan School Priority	
From 5th Ave to Edgebrook	From 5th Ave to Edgebrook	Newcastle	South				699	1	\$ 17,475	Hoglan School Priority	
							1,802	4	\$ 45,050	Year 4 Sub Totals	
From 7th Ave. to 12th Ave.	From 7th Ave. to 12th Ave.	Olive St	North				1,860	2	\$ 65,100	Possible TIF Funded? would need to add City Right of Way to TIF Distric	
From 3rd Ave to 5th Ave	From 3rd Ave to 5th Ave	Thunderbird	South				869	-	\$ 21,725	Hoglan School Priority	
							2,729	2	\$ 86,825	Year 5 Sub Totals	
From Olive St to South Side Fisher Property	From Olive St to South Side Fisher Property	12th Ave	East				2,300	1	\$ 80,500	Requested by Fisher Controls, TIF Funded	
							10,709	36		Total Ramps	
							\$ 267,721	\$ 14,400		At \$400/Ramp	
<b>Residential Areas</b>	<b>Four Foot Wide Sidewalks At \$25.00/ft.</b>										
<b>Industrial Park Area</b>	<b>Six Foot Wide Sidewalks At \$35.00/ft.</b>										
Location	Street	Side of St.	Year	Approximate Lengths	Number of Ramps	Cost	Comments				
From Olive St North to existing sidewalk	17th Ave	West		400		\$ 14,000	Recommend TIF Funded				
From 12th Ave. to 17th Ave	Olive St	North		1,860	2	\$ 65,100	Recommend TIF Funded				
From South St. to Olive St	12th Ave	East		2,280	2	\$ 79,800	Recommend TIF Funded				
From South St to Anson	12th Ave	East		900	3	\$ 31,500	Recommend TIF Funded				
<b>Industrial Park Area</b>	<b>Six Foot Wide Sidewalks At \$35.00/ft.</b>										
				5,440	7		Total Ramps				
				\$ 190,400	\$ 2,800		At \$400/Ramp				
											Design complete, Acquisition in process, Bid out in about 1 month

TZ dw

AN ORDINANCE TO AMEND NUMBER OF HANDICAP PARKING SPACES IN CITY PARKING LOT A

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. Chapter 20 Motor Vehicles and Traffic Section 20-185 Disabled Parking Areas of the Municipal Code of Marshalltown, is amended by repealing Section 20-185 and enacting the following as a substitute:

Sec. 20-185. Disabled parking.

Areas established. The city council may establish parking areas in the city that shall be reserved for parking by disabled persons. The following locations are designated as disabled parking:

No.	Block		On Street	Side	Location
1	10	W	STATE ST.	SOUTH	1ST SPACE EAST OF ALLEY
2	10	W	STATE ST.	SOUTH	1ST AND 2ND SPACES WEST OF ALLEY
3	200	W	STATE ST.	SOUTH	1ST SPACE WEST OF 2ND ST.
4	300	W	MAIN ST.	NORTH	1ST AND 2ND SPACES EAST OF 4TH ST.
5	200	W	MAIN ST.	NORTH	1ST 2 SPACES EAST OF ALLEY
6	200	W	MAIN ST.	SOUTH	1ST SPACE EAST OF ALLEY
7	200	W	MAIN ST.	SOUTH	2ND AND 3RD SPACES EAST OF ALLEY (SUNDAY ONLY)
8	100	W	MAIN ST.	NORTH	1ST SPACE WEST OF ALLEY
9	10	W	MAIN ST.	SOUTH	1ST SPACE EAST OF 1ST ST.
10	10	W	MAIN ST.	SOUTH	1ST SPACE EAST OF ALLEY
11	10	E	MAIN ST.	NORTH	1ST SPACE WEST OF 1ST AVE.
12	100	E	MAIN ST.	NORTH	1ST SPACE EAST OF ALLEY
13	100	E	MAIN ST.	SOUTH	1ST SPACE WEST OF ALLEY
14	200	E	MAIN ST.	NORTH	1ST SPACE WEST OF ALLEY
15	300	E	MAIN ST.	SOUTH	2ND AND 3RD SPACES EAST OF 3RD AVE.
15a	10	W	CHURCH ST.	SOUTH	3RD AND 4TH SPACES EAST OF CENTER ST. (SUNDAY ONLY)
15b	10	W	CHURCH ST.	SOUTH	5TH SPACE EAST OF CENTER ST.

16	100	W	CHURCH ST.	NORTH	2ND SPACE WEST OF 1ST ST.
17	100	E	CHURCH ST.	NORTH	1ST SPACE WEST OF ALLEY
17b	100	E	CHURCH ST.	SOUTH	1ST SPACE WEST OF SOUTH 1ST AVENUE
18	200	E	CHURCH ST.	NORTH	1ST SPACE EAST OF ALLEY
19	200	E	CHURCH ST.	SOUTH	1ST SPACE EAST OF 2ND AVE.
20	10	S	1ST ST	WEST	1ST SPACE NORTH OF CHURCH ST.
21	10	N	CENTER ST.	WEST	1ST SPACE SOUTH OF W. STATE ST.
22	100	N	CENTER ST.	WEST	3RD SPACE SOUTH OF ALLEY
23	100	N	CENTER ST.	EAST	6TH SPACE NORTH OF ALLEY
24	10	S	CENTER ST.	WEST	1ST SPACE SOUTH OF ALLEY
25	10	N	1ST AVE.	WEST	1ST SPACE NORTH OF MAIN ST.
26	10	S	1ST AVE.	EAST	1ST SPACE SOUTH OF ALLEY
26a	100	S	2ST AVE	WEST	2ND SPACE SOUTH OF ALLEY
27	500	S	3RD AVE.	WEST	1ST 1 SPACE NORTH OF MADISON ST.
28	500	S	3RD AVE.	EAST	1ST 1 SPACE NORTH OF MADISON ST.
29	10	N	5TH AVE.	EAST	1 SPACE AS SIGNED (SUNDAY ONLY)
30	300		COLUMBUS DR.	NORTH	FROM 145 FEET WEST OF HUISMAN CIRCLE TO 70 FEET WEST
31	100	N	7TH ST.	WEST	1 SPACE AS SIGNED (SUNDAY ONLY)
32			PARKING LOT A		2 SPACES AS SIGNED
33			PARKING LOT D		1 SPACE AS SIGNED
34			PARKING LOT E		1 SPACE AS SIGNED
35			PARKING LOT F		1 SPACE AS SIGNED
36			PARKING LOT H		3 SPACES AS SIGNED
37			PARKING LOT J		4 SPACES AS SIGNED
38			PARKING LOT K		1 SPACE AS SIGNED
39			PARKING LOT L		1 SPACE AS SIGNED
40			PARKING LOT N		1 SPACE AS SIGNED
41			PARKING LOT O		1 SPACE AS SIGNED
42			PARKING LOT P		2 SPACES AS SIGNED
43			PARKING LOT T		1 SPACE AS SIGNED

44			PARKING LOT W	1 SPACE AS SIGNED
45			PARKING LOT Z	1 SPACE AS SIGNED
46			SENIOR CITIZENS LOT	4 SPACES AS SIGNED
			<u>OFF STREET, WEST OF 10 W STATE STREET</u>	<u>2 SPACES AS SIGNED</u>

Section 2. Chapter 20 Motor Vehicles and Traffic Section 20-223 Fined parking-Areas specified, Code of Marshalltown, is amended by repealing Section 20-223 and enacting the following as a substitute:

**Sec. 20-223. Fined parking-Areas specified.**

It shall be unlawful for any person to cause, allow, permit or suffer any vehicle registered in his or her name to be parked, placed or remain in a parking space beyond the time limits provided; each hour that any vehicle remains so parked or placed beyond the following time limits shall constitute a separate violation:

- a. Thirty-minute parking:
  1. Center Street, the west side, between Main Street and State Street, commencing 70 feet north of the north line of the east/west alley, to a point 43 feet north thereof.
  2. Main Street, the north side, between First Avenue and Second Avenue, commencing 70 feet east of the east line of First Avenue to a point 24 feet east thereof.
  3. Main Street, the north side, two spaces located 25' to 70' easterly of Third Avenue and three spaces located 115' to 185' easterly of Third Avenue.
  4. Main Street, the south side, between 3rd Ave. and 5th Ave. the 1st, 4th, 5th and 6th parking spaces as assigned.
  5. Church Street, the south side, between Center Street and S. First Avenue, from the point 31 feet west of S 1st Avenue to a point 25 feet west thereof.
  6. South First Avenue, the west side, between Church Street and Linn Street, commencing 70 feet north of the east/west alley, to a point 27 feet north thereof.
  7. West State Street, south side, the first four parking spaces west of N. Center St.
- b. Three-hour parking except as shown in subsection (a) of this section and Disabled Parking as provided in Section 20-185:;

1. On Main Street, from Third Avenue to Third Street, and the south side of Main Street between Third Avenue and Fifth Avenue, ~~except as shown in subsection (1) of this section and Disabled Parking as provided in Section 20-185.~~
2. On Main Street, the south side between 3rd Ave and 5th Ave., ~~except for thirty minute parking as provided in (a) above and Disabled Parking as provided in Section 20-185.~~
3. On State Street, from Third Avenue to Third Street.
4. On Church Street, from Third Avenue to Second Street.
5. On Second Street, from Church Street to Main Street.
6. On First Street, from 180 feet south of Grant Street to Church Street.
7. On First Street, from Church Street to a point 180 feet south.
8. On Center Street, from 120 feet south of Grant Street to Church Street, ~~except as provided in subsection (1) above.~~
9. On First Avenue, from State Street to 280 feet south of Church Street, ~~except as provided in subsection (1) above.~~
10. On Second Avenue, from the alley south of State Street to the alley south of Church Street.
11. On Thirteenth Street, both sides, from Fremont St to Summit St.
12. Municipal parking lots as follows except for specific governmental vehicle spaces: Lot T, 15 West State Street.

Section 3 That suitable signs shall be erected as provided by ordinance and these regulations shall become effective upon posting said signs.

Passed this \_\_\_ day of \_\_\_\_, 2010, and signed this \_\_\_ day of July, 2010.

CITY OF MARSHALLTOWN, IOWA

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Gene L. Beach, Mayor

ATTEST:

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Shari L. Coughenour, CMC, City Clerk