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COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
JULY 28, 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:

Award Certificate of Service, Scott Johnson

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 14, 2014, and special Council meeting Minutes of July 23, 2014.
- 2) Approve Bill List in the amount of \$1,116,491.81.
- 3) Approve Settlement Agreement for sale of alcohol to minor, first Violation on 11/1/2013.
- 4) Receipt of Building Report for June, 2014.
- 5) Resolution 2014-089 Approving Iowa Urban and Community Forestry Program and Assistance and Training Grant.
- 6) Resolution 2014-090 Approving a Contract for Roadway Maintenance Services at the Iowa Veterans Home, \$567.00 for fiscal year 2015.
- 7) Resolution 2014-091 Approving Contract Change Order #2 for the WPCP Performance Edge Project 52012012, an increase of \$11,713.00.
- 8) 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.
- 9) Resolution 2014-093 Approving Contract Change order #3 for the Turner Street (East) Interceptor Sewer Project 59012009, increase of \$28,059.00.
- 10) Liquor Licenses: Ownership change for Calvin Rocket, LLC; approve additional transfer for Midnight Ballroom to Central Iowa Fair for August 16-18.

(end of consent agenda items)

REPORTS:

- 11) JBS Swift – presentation of donation for mosquito spray
- 12) Storm Water Utility annual report

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.



RESOLUTIONS:

- 13) Resolution 2014-094 In Support of Marshalltown Medical & Surgical Center's effort to build a cancer treatment center in Marshalltown, Iowa.
- 14) 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.

DISCUSSION: August 11, 2014, Agenda in process

- 15) Mobile Food Units ordinance change, regarding expanding sales hours in commercial & industrial areas to allow sales 11:00 pm - 6:00 am.
- 16) FY14-15 Violence Against Women Act Contract, \$39,458.00
- 17) Proposed Civil Infraction penalty increase
- 18) Banking Services review of proposals

PUBLIC COMMENTS:

ADJOURNMENT:

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COUNCIL DATE 07/29/2014

VISA	\$13,975.77	VISA
ACH'S	\$209,801.72	ACH'S
CHECKS	\$350,895.38	CHECKS
PAYROLL#1	\$542,804.49	PAYROLL
VOID	-\$985.55	JACOBSON/HOUSING
	\$1,116,491.81	TOTAL

290113.5600.000	911 TRAINER	DISPATCH AP	230.00
101410.5541.000	A M LEONARD INC	REPELLANT&S	247.90
101410.5600.080	A M LEONARD INC	REPELLANT&S	164.86
101310.5450.000	A T & T	WIRELESS	31.89
101420.5340.010	AAA SEPTIC SERVICE INC	1 UNIT @ TENNIS COURT	85.00
101440.5600.054	ACCO UNLIMITED CORP	POOL SUPPLIES	914.20
101421.5600.450	ADLAND ENGRAVING CO INC	SUMMER BLAST	180.75
101421.5600.450	ADLAND ENGRAVING CO INC	SUMMER BLAST	13.50
206120.5132.000	ADLAND ENGRAVING CO INC	SAFETY GREEN TSHIRTS	299.50
233410.5600.000	ADLAND ENGRAVING CO INC	TROPHIES	16.70
233410.5600.000	ADLAND ENGRAVING CO INC	TROPHIES	16.70
101420.5600.450	ADVENTURE LANDS OF AMERICA	TICKETS	128.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	TICKETS	128.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	TICKETS	32.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	TICKETS	128.00
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	32.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	TICKETS	122.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	TICKETS	64.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	TICKETS	32.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	TICKETS	32.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	TICKETS	128.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	TICKETS	160.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	TICKETS	96.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	TICKETS	32.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	TICKETS	160.00
206710.5600.000	AIRGAS USA, LLC	CYLINDER RENTAL	100.31
276210.5430.000	ALISON ESTES	RELOCATION	91.04
276210.5410.000	ALLEN D CONNERLEY	509 MAY ST	4,575.00
101110.5450.000	ALLIANCE CONNECT	JULY PHONE	451.07
101140.5450.000	ALLIANCE CONNECT	JULY PHONE	129.09
101310.5450.000	ALLIANCE CONNECT	JULY PHONE	129.09
101420.5450.000	ALLIANCE CONNECT	JULY PHONE	186.69
101440.5450.000	ALLIANCE CONNECT	JULY PHONE	60.68
101480.5450.000	ALLIANCE CONNECT	JULY PHONE	30.34
101560.5450.000	ALLIANCE CONNECT	JULY PHONE	33.43
101561.5450.000	ALLIANCE CONNECT	JULY PHONE	33.43
101581.5450.000	ALLIANCE CONNECT	JULY PHONE	31.89

101770.5450.000	ALLIANCE CONNECT	JULY PHONE	33.43
101820.5450.000	ALLIANCE CONNECT	JULY PHONE	31.89
101830.5450.000	ALLIANCE CONNECT	JULY PHONE	33.43
101831.5450.000	ALLIANCE CONNECT	JULY PHONE	33.43
101840.5450.000	ALLIANCE CONNECT	JULY PHONE	65.32
101850.5450.000	ALLIANCE CONNECT	JULY PHONE	65.32
101870.5450.000	ALLIANCE CONNECT	JULY PHONE	31.89
101890.5450.000	ALLIANCE CONNECT	JULY PHONE	191.62
101891.5450.000	ALLIANCE CONNECT	JULY PHONE	60.68
152451.5450.000	ALLIANCE CONNECT	JULY PHONE	31.89
206120.5450.000	ALLIANCE CONNECT	JULY PHONE	31.89
206710.5450.000	ALLIANCE CONNECT	JULY PHONE	95.66
206760.5450.000	ALLIANCE CONNECT	JULY PHONE	33.43
233410.5450.000	ALLIANCE CONNECT	JULY PHONE	30.34
276210.5450.000	ALLIANCE CONNECT	JULY PHONE	31.89
276210.5450.000	ALLIANCE CONNECT	JULY PHONE	33.43
276210.5450.000	ALLIANCE CONNECT	JULY PHONE	33.43
278690.5450.000	ALLIANCE CONNECT	JULY PHONE	97.21
290113.5450.000	ALLIANCE CONNECT	JULY PHONE	227.85
290113.5450.000	ALLIANCE CONNECT	JULY PHONE	31.89
510531.5450.000	ALLIANCE CONNECT	JULY PHONE	13.99
520520.5450.000	ALLIANCE CONNECT	JULY PHONE	104.93
520590.5450.000	ALLIANCE CONNECT	JULY PHONE	20.99
550780.5450.000	ALLIANCE CONNECT	JULY PHONE	62.23
101170.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	18.00
101310.5480.010	ALLIANT UTILITIES IES	LIBRARY-ELECTRIC	2,552.50
101310.5480.020	ALLIANT UTILITIES IES	LIBRARY-GAS	224.66
101410.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	226.67
101410.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	11.43
101410.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	1,130.08
101410.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	42.75
101410.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	149.45
101410.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	11.43
101410.5480.020	ALLIANT UTILITIES IES	GAS OR ELECTRIC	18.63
101410.5480.020	ALLIANT UTILITIES IES	GAS OR ELECTRIC	18.63
101410.5480.020	ALLIANT UTILITIES IES	GAS OR ELECTRIC	54.54
101410.5480.020	ALLIANT UTILITIES IES	GAS OR ELECTRIC	24.48
206120.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	1,003.20
206120.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	132.55
206120.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	26.72
206120.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	34.88
206120.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	29.18
206120.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	31.68
206120.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	17.55
206120.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	35.86
206120.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	31.61
206120.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	34.97
206120.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	19.90
206120.5480.020	ALLIANT UTILITIES IES	GAS OR ELECTRIC	28.94
206160.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	18.14
206160.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	47.41

281690.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	18.79
281690.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	17.45
281690.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	70.69
281690.5480.020	ALLIANT UTILITIES IES	GAS OR ELECTRIC	12.83
281690.5480.020	ALLIANT UTILITIES IES	GAS OR ELECTRIC	10.78
281690.5480.020	ALLIANT UTILITIES IES	GAS OR ELECTRIC	11.11
510531.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	1,039.42
510531.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	4,499.43
520520.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	3,527.41
520520.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	19.89
520520.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	22,270.74
520520.5480.020	ALLIANT UTILITIES IES	GAS OR ELECTRIC	10,146.15
520590.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	132.15
520590.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	111.32
520590.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	394.77
520590.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	137.07
530540.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	66.05
550780.5480.010	ALLIANT UTILITIES IES	GAS OR ELECTRIC	1,003.21
550780.5480.020	ALLIANT UTILITIES IES	GAS OR ELECTRIC	28.94
242310.5280.000	AMAZON DIGITAL SRVS	APPS	2.99
101310.5600.000	AMAZON.COM	CART	90.02
101310.5600.000	AMAZON.COM	TONER COMBO	267.53
101310.5732.300	AMAZON.COM	BOOK	17.42
101310.5732.300	AMAZON.COM	BOOK	19.03
101310.5732.300	AMAZON.COM	BOOK	9.74
101310.5732.300	AMAZON.COM	BOOK	4.00
101310.5732.300	AMAZON.COM	BOOK	13.88
101310.5732.300	AMAZON.COM	BOOK	6.08
101310.5732.300	AMAZON.COM	RETURN	(17.42)
101310.5732.300	AMAZON.COM	BOOK	15.99
101310.5732.300	AMAZON.COM	DVD	8.08
101310.5732.300	AMAZON.COM	BOOKS	57.13
101310.5732.300	AMAZON.COM	BOOKS	35.42
101310.5732.320	AMAZON.COM	MEMORIAL BOOK	36.08
101310.5732.320	AMAZON.COM	MEMORIAL BOOK	37.08
206760.5703.000	AMAZON.COM	MINOR COMPUTER	157.96
206760.5280.000	AMERICAN PUBLIC WORKS ASSOCIATION	MEMBERSHIP	876.00
101110.5230.000	ANIMAL RESCUE LEAGUE	3 AFTER HRS CALLS	90.00
101240.5331.500	ANIMAL RESCUE LEAGUE	MONTHLY PAYMENT	3,620.42
520520.5980.000	ANNELISE SOETENGA	FILLED SWIMMING POOL	20.65
101110.5570.000	ARNOLD MOTOR SUPPLY	PARTS	66.17
206710.5600.000	ARNOLD MOTOR SUPPLY	CORE RETURN	(58.80)
206710.5600.000	ARNOLD MOTOR SUPPLY	PRO LED PEN	27.23
101410.5340.010	AUS DES MOINES MC LOCKBOX	CLEANING SUPPLIES	14.72
101410.5340.010	AUS DES MOINES MC LOCKBOX	CLEANING SUPPLIES	12.41
101410.5340.010	AUS DES MOINES MC LOCKBOX	CLEANING SUPPLIES	9.66
101410.5340.010	AUS DES MOINES MC LOCKBOX	CLEANING SUPPLIES	12.41
101410.5340.010	AUS DES MOINES MC LOCKBOX	CLEANING SUPPLIES	9.66
152451.5340.010	AUS DES MOINES MC LOCKBOX	CLEANING SUPPLIES	2.31
152451.5340.010	AUS DES MOINES MC LOCKBOX	CLEANING SUPPLIES	5.06
152451.5340.010	AUS DES MOINES MC LOCKBOX	CLEANING SUPPLIES	2.31

152451.5340.010	AUS DES MOINES MC LOCKBOX	CLEANING SUPPLIES	5.06
206710.5340.010	AUS DES MOINES MC LOCKBOX	FLOOR MATS	56.61
206710.5340.010	AUS DES MOINES MC LOCKBOX	FLOOR MATS	56.61
206710.5340.010	AUS DES MOINES MC LOCKBOX	FLOOR MATS	56.61
206710.5340.010	AUS DES MOINES MC LOCKBOX	FLOOR MATS	56.61
206710.5340.010	AUS DES MOINES MC LOCKBOX	FLOOR MATS	56.62
101310.5718.000	AWE-ADVANCED WORKSTATIONS IN EDUCATION	EARLY LITERACY STATION	796.00
242310.5733.000	AWE-ADVANCED WORKSTATIONS IN EDUCATION	EARLY LITERACY STATION	5,000.00
101310.5732.250	BAKER & TAYLOR INCORP	REFERENCE BOOK	23.99
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	60.75
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	651.24
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	59.17
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	14.56
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	73.32
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	14.55
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	42.92
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	92.85
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	29.43
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	15.09
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	45.33
101310.5732.320	BAKER & TAYLOR INCORP	HINSHAW MEMORIAL	80.24
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOK	25.16
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOK	8.97
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOK	9.57
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOK	32.36
101310.5732.320	BAKER & TAYLOR INCORP	MEMORIAL BOOK	15.67
101310.5340.070	BDH TECHNOLOGY	SET UP COMPUTER	621.25
206710.5570.000	BENS TIRE & AUTO	REPAIR #63	135.00
681110.5230.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	1.21
681110.5339.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	105.16
681140.5230.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	15.08
681140.5339.000	BERNIE LOWE & ASSOCIATES, INC	411 MED CLAIMS	296.69
206710.5610.520	BITUMINOUS MATERIALS & SUPPLY	HFE-90	304.20
101310.5732.300	BLACKSTONE AUDIO, INC.	AUDIO BOOKS	150.00
101421.5340.630	BLANK PARK ZOO	33 ADMISSIONS	152.00
242310.5600.010	BLANK PARK ZOO	LIBRARY PROGRAM	422.40
101480.5600.000	BLINK ELECTRIC MOTORS INC	OP SUPPLIES	20.00
101880.5600.000	BLINK ELECTRIC MOTORS INC	OP SUPPLIES	62.00
520520.5600.000	BLINK ELECTRIC MOTORS INC	VENT FAN BELTS	98.50
520520.5600.000	BLINK ELECTRIC MOTORS INC	BELTS	24.00
101440.5600.080	BLUE LAGOON POOL & SPA	OP SUPPLIES	40.50
206710.5570.000	BOB'S FARM CENTER INC	GREASE	334.00
206710.5570.000	BOB'S FARM CENTER INC	OIL/WASHER	729.00
550780.5570.020	BOB'S FARM CENTER INC	DELUC ENGINE OIL	496.00
550780.5570.020	BOB'S FARM CENTER INC	DELUC ENGINE OIL	683.00
101110.5460.000	BRIAN L SIEGERT	CONFERENCE	12.71
101310.5732.320	BRODART INC	LOST/MEMORIAL	23.08
276210.5460.030	BROWN PALACE F&B	AAC FOOD	70.11
520590.5600.000	BROWN SUPPLY COMPANY INC	MANHOLE FRAME/LOD	1,000.00
220110.5460.000	CASEE D VEREN	DRE TRAINING	56.49
550780.5460.000	CASEY'S	TRAVEL/TRAINING	5.95

242310.5732.300	CENGAGE LEARNING INC	RETURNED BOOK	(11.18)
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE	28.17
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE	291.50
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE	79.46
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE	19.46
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE	216.65
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE	139.50
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE	113.56
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE	103.16
242310.5732.300	CENTER POINT LARGE PRINT	ANNUAL RENEWAL	2,552.40
101410.5562.000	CENTRAL IOWA FARM STORE INC	#14 RING	7.01
101110.5600.000	CENTRAL OFFICE SUPPLY	SUPPLIES	55.38
290113.5450.000	CENTURYLINK	JULY POLICE DEPT	20.37
290113.5450.000	CENTURYLINK	JULY POLICE PHONES	418.00
290113.5450.000	CENTURYLINK	JULY POLICE PHONES	76.00
290113.5450.000	CENTURYLINK	JULY POLICE PHONES	710.98
206710.5610.510	CESSFORD CONSTRUCTION COMPANY	HIGH PERF COLD MIX	1,250.91
684990.5980.000	CHARLENE JACOBSON	JULY PREMIUM REFUND	321.97
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPARTMENT	34.61
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPARTMENT	34.61
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPARTMENT	34.61
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPARTMENT	34.61
206120.5132.000	CITY LAUNDERING COMPANY	UTILITY DEPARTMENT	34.61
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT	99.69
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT	99.69
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT	105.69
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT	102.69
206710.5132.000	CITY LAUNDERING COMPANY	STREET DEPT	102.69
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT UNIFORMS	19.93
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT UNIFORMS	19.93
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT UNIFORMS	19.93
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT UNIFORMS	19.93
550780.5132.000	CITY LAUNDERING COMPANY	TRANSIT UNIFORMS	21.33
491750.5230.030	CLAPSADDLE GARBER ASSOC INC	ALLIANT ROAD	6,589.74
276210.5320.000	CLEANING BY STEPHANIE	112 W LINN	181.25
206710.5340.240	CONCRETE INC	ALLEY BEHIND FAMILY VIDEO	353.83
510531.5600.000	CONCRETE INC	6TH ST VFW	256.14
510531.5600.000	CONCRETE INC	13TH ST & LINN	122.22
510531.5600.000	CONCRETE INC	13TH ST & LINN	122.22
510532.5600.000	CONCRETE INC	2902 COOPER	445.25
492756.5340.240	CONSTRUCT INC	REPAIR TIF DIST 3	34,254.63
206760.5340.240	CONSTRUCTION MATERIALS TESTING	SUBSURFACE	801.25
101310.5340.070	CONTINENTAL FIRE SPRINKLER CO	INSPECT SPRINKLERS	570.00
276210.5460.030	COOKS FRESH MARKET	AAC FOOD	26.13
276210.5460.030	CORNER BAKERY	AAC FOOD	23.91
276210.5460.030	CORNER BAKERY	AAC FOOD	22.51
276210.5460.030	CORNER BAKERY	AAC FOOD	11.94
276210.5460.030	CORNER BAKERY	AAC FOOD	4.30
999.1160.000	CORTNEY B WATSON	OVER PAID CLOTHING	8.05
233410.5600.080	CRESCENT ELECTRIC SUPPLY CO	OP SUPPLIES	78.44
550780.5570.000	CUMMINS CENTRAL POWER, LLC	THERMOSTAT	79.98

550780.5570.000	CUMMINS CENTRAL POWER, LLC	BELT TENSION	150.06
550780.5570.000	CUMMINS CENTRAL POWER, LLC	OIL FILL CAP	24.55
150110.5749.000	CUTTING EDGE	WRAP, CAR 516	185.00
276210.5433.000	DAVE KLEMPNERMEISTER & CONSTRUCTION	PLUMBING REPAIRS	255.84
101581.5261.000	DAVID PILLE	1501 SUMMIT	130.00
101581.5261.760	DAVID PILLE	311 S 5TH ST	65.00
101581.5261.760	DAVID PILLE	502 BROMLEY	50.00
101581.5261.760	DAVID PILLE	612 BROMLEY	50.00
101581.5261.760	DAVID PILLE	618 WOODBURY	50.00
101581.5261.760	DAVID PILLE	212 N 7TH AVE	60.00
101581.5261.760	DAVID PILLE	306 N 14TH AVE	50.00
206750.5340.240	DAY CONSTRUCTION	CONCRETE REPAIRS	27,043.90
150110.5749.000	DEERY BROTHERS GOVERNMENT FLEET SALES	CAR516 -2014 CAPRICE	24,106.30
101310.5600.010	DEMCO INCORP	YOUTH PROGRAM	117.88
206710.5600.000	DIAMOND VOGEL PAINTS	LATEX PRIMER	67.98
206710.5600.000	DIAMOND VOGEL PAINTS	SUPPLIES	15.31
206710.5610.940	DIAMOND VOGEL PAINTS	PAINT&SUPPLIES	259.97
520520.5980.000	DONALD & CHERI EICHER	FILLED SWIMMING POOL	41.30
276210.5460.030	DP 621 GARAGE	AAC PARKING	33.00
276210.5460.030	DP 621 GARAGE	AAC PARKING	10.00
101310.5600.000	EARL MAY SEED & NURSERY	STARTER	43.97
276210.5460.030	EARLS GLENARM	AAC FOOD	120.84
101480.5600.000	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	34.46
206711.5570.000	ELLIOTT EQUIPMENT CO	RTN HYDR CYLINDER	(246.50)
206711.5570.000	ELLIOTT EQUIPMENT CO	HYDR CYL/WINDOW ASSY	840.19
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	55.00
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	55.00
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	55.00
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	55.00
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	55.00
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	55.00
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	55.00
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	55.00
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	55.00
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	55.00
276210.5600.031	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	55.00
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	15.00
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	15.00
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	15.00
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	15.00
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	15.00
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	15.00
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	15.00
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	15.00
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	15.00
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	16.50
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	16.50
276210.5600.032	ENVIRO HEALTH TECHNOLOGIES	LEAD WIPES	16.50
276210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	101 S 9th ST	87.00
276210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	101 S 9th ST	7.25
276210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	608 W STATE	94.25
276210.5600.031	ENVIRONMENTAL HAZARDS SERVICES, L.L.C	412 N CENTER	101.50
101870.5340.100	ESRI INC	SOFTWARE MAINT AGRMENT	400.00
206760.5340.100	ESRI INC	SOFTWARE MAINT AGRMENT	10,100.00
520590.5340.100	ESRI INC	SOFTWARE MAINT AGRMENT	2,400.00

101140.5410.000	ETHINGTON HTG & COOLING INC	A.C. CALL/FREON	250.00
101140.5410.000	ETHINGTON HTG & COOLING INC	A.C. INSTALLED	1,875.00
101480.5410.000	ETHINGTON HTG & COOLING INC	SENIOR CTR A.C.	805.00
230110.5460.000	FAREWAY STORES INC	WATER-SWAT	5.49
101410.5562.000	FASTENAL COMPANY	PART	3.00
206710.5600.000	FASTENAL COMPANY	PAINT	20.05
206710.5600.000	FASTENAL COMPANY	GLOVES	30.38
520520.5600.000	FASTENAL COMPANY	OP SUPPLIES	324.09
101110.5460.000	FBI NATIONAL ACADEMY	FBI NATIONAL MMBERSHIP	250.00
101141.5460.000	FIRE SERVICE TRAINING BUREAU	FF2 CERT FEE	100.00
150990.5810.000	FIRE SERVICE TRAINING BUREAU	FIRE TRUCK	6,920.20
101340.5331.500	FISHER COMMUNITY CENTER	MONTHLY APPROPRIATION	6,396.63
499881.5776.000	FLOORS AND MOORE OF IOWA	CARPET ADMIN OFFICES	3,837.86
101110.5132.000	FOOTLOCKER	SHOE ALLOWANCE	99.99
999.1160.000	FOOTLOCKER	TAX - SHOES	7.00
520520.5230.030	FOX ENGINEERING ASSOCIATES INC	WPCP PERFORMANCE EDGE	7,542.80
527520.5230.030	FOX ENGINEERING ASSOCIATES INC	WPCP ULTRAVIOLET	796.50
528590.5230.030	FOX ENGINEERING ASSOCIATES INC	TURNER ST	2,284.00
101140.5132.000	G & L CLOTHING	EMT PANTS	30.00
101310.5600.000	GAYLORD BROTHERS INC	BOOK JACKET	183.76
550780.5570.000	GILLIG LLC	BUS PARTS	2,440.64
550780.5570.000	GILLIG LLC	PARTS	644.57
550780.5570.000	GILLIG LLC	PARTS	303.70
550780.5570.000	GILLIG LLC	BODY PANELS	208.28
550780.5570.000	GILLIG LLC	CAP/ASSY/GA	509.14
550780.5570.000	GILLIG LLC	PANEL SKIRT	251.70
550780.5570.000	GILLIG LLC	PLATE LAMP	68.92
550780.5570.000	GILLIG LLC	PLATE COVER	168.96
550780.5570.000	GILLIG LLC	LED LIGHT	514.00
101110.5600.000	GLOCK, INC.	GUN PARTS	85.00
101110.5280.000	GOOGLE STORAGE	RGE	1.99
101850.5460.000	GOVERNMENT FINANCE OFFICER	Training CD	66.00
206710.5610.570	GRIMES ASPHALT AND PAVING CORP	COLD MIX	1,076.02
290113.5600.000	GROUPON	CREDIT-TAX	(4.89)
550780.5280.000	HAPAY.NET	SUBSCRIPTION	29.95
290113.5600.000	HEADSETS PLUS.COM	RETURN-HEAD	(179.90)
101310.5600.010	HIGHSMITH INC	YOUTH PROGRAM	124.60
206710.5600.000	HOME RENTAL CENTER	PROPANE REFILL	153.28
276210.5433.000	HOME RENTAL CENTER	RENTAL FOR 608 W STATE	600.00
276210.5433.000	HOME RENTAL CENTER	RENTAL/DELIVERY	1,249.00
471110.5230.030	HOWARD R GREEN COMPANY, INC	P&F ARCHITECTURAL & ESA	547.14
471110.5230.030	HOWARD R GREEN COMPANY, INC	P&F ARCHITECTURAL & ESA	5,180.00
471140.5230.030	HOWARD R GREEN COMPANY, INC	P&F ARCHITECTURAL & ESA	547.13
471140.5230.030	HOWARD R GREEN COMPANY, INC	P&F ARCHITECTURAL & ESA	5,180.00
276210.5460.030	HYATT HOTELS	AAC HOTEL	734.40
276210.5460.030	HYATT HOTELS	AAC HOTEL	367.20
276210.5460.030	HYATT HOTELS	AAC HOTEL	734.40
101310.5600.000	HYVEE	PLANTS	59.98
204420.5600.000	HYVEE	Lunch for HERSHEY	55.06
540430.5600.055	HY-VEE ACCOUNTS RECEIVABLE	RESALE PRODUCT	1,176.47
101850.5280.000	IA PROFESSIONAL LICENSE	LICENSE RENEWAL	100.00

101140.5600.000	ILLUMINEX TECH	TV BULB	138.00
247410.5132.000	IN STITCHES	BAND SHIRTS	120.82
101310.5732.250	INGRAM LIBRARY SERVICES	REFERENCE BOOK	23.99
206710.5570.000	INLAND TRUCK PARTS COMPANY	PARTS/LABOR	2,320.45
101140.5600.000	INTERSTATE ALL BATTERY CENTER	BATTERIES	88.97
276210.5251.000	IOWA DEPT OF PUBLIC HEALTH	LEAD INSPECTION RENEWAL	60.00
101440.5251.000	IOWA DIV OF LABOR SERVICES	AQUATIC CTR BOILER INSPECTION	80.00
101480.5340.070	IOWA DIV OF LABOR SERVICES	SR CTR BOILER INSPECTION	80.00
520520.5251.000	IOWA DIV OF LABOR SERVICES	ANNUAL INSPECTION	120.00
101881.5410.000	IOWA HOMETOWN SECURITY	ELEVATOR	75.00
101110.5600.000	IOWA OFFICE INTERIORS, INC	INK,SUPPLIES	152.12
520520.5600.000	IOWA OFFICE INTERIORS, INC	OFFICE DESK	966.45
101110.5460.000	IOWA POLICE CHIEFS	LE ADMIN CONF	30.00
101110.5460.000	IOWA POLICE CHIEFS	LE ADMIN CONF	30.00
101110.5460.000	IOWA POLICE CHIEFS	REFUND	(30.00)
101110.5460.000	IOWA POLICE CHIEFS	REFUND	(30.00)
206710.5610.910	IOWA PRISON INDUSTRIES	WHITE SIGNS	557.70
520520.5410.000	IOWA PUMP WORKS	REPAIR WELL	142.50
101480.5600.000	IOWA WHOLESALE SUPPLY	OP SUPPLIES	41.84
101880.5600.000	IOWA WHOLESALE SUPPLY	OP SUPPLIES	4.39
101880.5600.000	IOWA WHOLESALE SUPPLY	OP SUPPLIES	4.38
499881.5600.000	IOWA WHOLESALE SUPPLY	OP SUPPLIES	9.37
499881.5776.000	IOWA WHOLESALE SUPPLY	BUILDING IMPROVEMENTS	12.05
499881.5776.000	IOWA WHOLESALE SUPPLY	BUILDING IMPROVEMENTS	71.42
499881.5776.000	IOWA WHOLESALE SUPPLY	BUILDING IMPROVEMENTS	4.74
101410.5192.070	IOWA WORKFORCE DEVELOPMENT	UNEMPLOYMENT	1,552.00
101110.5280.000	ISU CAREER FAIRS	2014 FALL	75.00
510531.5340.010	JAY E. HANSEN	MAY/JUNE CLEANING	40.00
520520.5340.010	JAY E. HANSEN	MAY/JUNE CLEANING	1,134.00
520590.5340.010	JAY E. HANSEN	MAY/JUNE CLEANING	60.00
101110.5570.000	JENSEN INC	SWITCH ASSY	48.66
101140.5600.000	JIFFY GAS	GAS	16.00
204420.5600.000	JIMMY JOHNS	Lunch for HERSHEY	78.80
101310.5732.320	JOANN CHRISTEN	RETURNED LOST BOOK	7.99
101581.5261.760	KELLOGG PRESERVATION	GRASS/WEED	50.00
101581.5261.760	KELLOGG PRESERVATION	GRASS/WEED	65.00
101581.5261.760	KELLOGG PRESERVATION	GRASS/WEED	125.00
101581.5261.760	KELLOGG PRESERVATION	GRASS/WEED	65.00
101581.5261.760	KELLOGG PRESERVATION	GRASS/WEED	75.00
101581.5261.760	KELLOGG PRESERVATION	GRASS/WEED	75.00
101581.5261.760	KELLOGG PRESERVATION	GRASS/WEED	75.00
101581.5261.760	KELLOGG PRESERVATION	GRASS/WEED	100.00
101581.5261.760	KELLOGG PRESERVATION	GRASS/WEED	125.00
101110.5600.000	KETCH ALL CO	2 - KETCH POLL	224.36
520520.5600.030	KEYSTONE LAB INC	DIG#3 MERCURY ANALYSIS	28.00
101110.5718.000	KIESLER'S POLICE SUPPLY, INC	FREIGHT	35.00
101000.4472.000	KIM ECKLOR	PARTIAL CAMP REFUND	20.00
101310.5732.320	KIRBY HASSELMAN	RETURNED LOST BOOK	19.98
290113.5600.000	KOCH BROTHERS	2 TONERS	286.60
276210.5460.030	KUM & GO	AAC FOOD	11.04
290113.5450.000	LANGUAGE LINE SERV INC	PHONE INTER	138.45

278690.5240.570	LAVONA T LOPEZ	UTILITY ASS	63.00
101000.4472.000	LILIANA HERNANDEZ	LOG CABIN CANCELLATION	30.00
250660.5331.500	M E D I C	5YR COMMITMENT	50,000.00
101561.5360.000	MAIL SERVICES	RENTAL INSP	11.50
101561.5360.000	MAIL SERVICES	RENTAL INSP	23.74
101561.5360.000	MAIL SERVICES	RENTAL INSP	34.52
101840.5360.000	MAIL SERVICES	CITY ADMIN	103.00
101840.5360.000	MAIL SERVICES	CITY ADMIN	301.30
101840.5360.000	MAIL SERVICES	CITY ADMIN	227.23
278690.5360.000	MAIL SERVICES	RENT ASST	61.75
278690.5360.000	MAIL SERVICES	RENT ASSIST	146.68
278690.5360.000	MAIL SERVICES	RENT ASSIST	22.26
101860.5331.500	MARSHALL COUNTY AUDITOR	COUNTY ATTY	2,500.00
101110.5570.000	MARSHALL COUNTY ENGINEER	MONTHLY GAS	7,834.81
101140.5570.000	MARSHALL COUNTY ENGINEER	MONTHLY GAS	819.60
101410.5570.010	MARSHALL COUNTY ENGINEER	MONTHLY GAS	869.66
101410.5570.060	MARSHALL COUNTY ENGINEER	MONTHLY GAS	899.25
101560.5570.000	MARSHALL COUNTY ENGINEER	MONTHLY GAS	128.96
101561.5570.000	MARSHALL COUNTY ENGINEER	MONTHLY GAS	79.06
101581.5570.000	MARSHALL COUNTY ENGINEER	MONTHLY GAS	138.57
206120.5570.000	MARSHALL COUNTY ENGINEER	MONTHLY GAS	282.72
206710.5570.000	MARSHALL COUNTY ENGINEER	MONTHLY GAS	4,177.49
206711.5570.000	MARSHALL COUNTY ENGINEER	MONTHLY GAS	582.80
206760.5570.000	MARSHALL COUNTY ENGINEER	MONTHLY GAS	184.67
510531.5570.010	MARSHALL COUNTY ENGINEER	MONTHLY GAS	437.23
510531.5570.060	MARSHALL COUNTY ENGINEER	MONTHLY GAS	245.67
510532.5570.060	MARSHALL COUNTY ENGINEER	MONTHLY GAS	202.32
520520.5570.010	MARSHALL COUNTY ENGINEER	MONTHLY GAS	54.53
520590.5570.010	MARSHALL COUNTY ENGINEER	MONTHLY GAS	655.85
520590.5570.060	MARSHALL COUNTY ENGINEER	MONTHLY GAS	368.49
550780.5570.010	MARSHALL COUNTY ENGINEER	MONTHLY GAS	56.57
550780.5570.060	MARSHALL COUNTY ENGINEER	MONTHLY GAS	6,566.73
101581.5261.000	MARSHALL COUNTY LANDFILL	CLEAN UP 1501 SUMMIT	15.95
101170.5331.500	MARSHALL CTY EMERGENCY MGMT AGENCY	MONTHLY PAYMENT	2,257.67
101770.5340.070	MARSHALLTOWN AVIATION INC	JULY PAYMENT	642.00
550780.5338.000	MARSHALLTOWN MED & SURG CENTER	TESTING-POST OFFER	85.00
233410.5340.600	MARSHALLTOWN UMPIRES ASSOC	16" TOURNAMENT	946.00
101440.5340.010	MARSHALLTOWN WATER WORKS	AQUATIC CTR	28.00
276210.5480.030	MARSHALLTOWN WATER WORKS	112 W LINN ST	68.37
276210.5480.030	MARSHALLTOWN WATER WORKS	110 W LINN ST	59.60
281690.5480.030	MARSHALLTOWN WATER WORKS	612 W CHURCH	51.92
281690.5480.030	MARSHALLTOWN WATER WORKS	710 WOOD ST	49.60
206710.5610.600	MARTIN MARIETTA MATERIALS	FILL SAND	127.82
520520.5600.000	MC2 INC	PARTS	7,177.30
206710.5570.000	MCATEE TIRE SALES & SERVICE INC	UTILITY TIRES	1,656.76
550780.5570.030	MCATEE TIRE SALES & SERVICE INC	BUS TIRES	1,864.40
276210.5460.030	MCDONALD'S	AAC FOOD	4.24
276210.5460.030	MCDONALD'S	AAC FOOD	13.09
520520.5600.000	MECHANICAL SALES INC.	CIRCULATING	2,815.28
101310.5450.000	MEDIACOM	INTERNET SERV	100.78
681110.5338.000	MEDTRAK SERVICES LLP	411 MEDS	223.19

681140.5338.000	MEDTRAK SERVICES LLP	411 MEDS	666.33
101310.5732.320	MELISSA HUEY	RETURN LOST	15.99
101110.5600.000	MENARDS	MATERIAL K9	11.12
101110.5600.000	MENARDS	PAINT & SUP	40.68
101410.5600.080	MENARDS	credit	(5.96)
101410.5600.080	MENARDS	OP SUPPLIES	11.94
101410.5600.080	MENARDS	OP SUPPLIES	21.26
101410.5600.080	MENARDS	MINI SHELTER	308.14
101440.5600.080	MENARDS	OP SUPPLIES	3.89
101880.5410.000	MENARDS	REPAIRS	37.63
101880.5600.000	MENARDS	OP SUPPLIES	92.61
206120.5600.000	MENARDS	OP SUPPLIES	34.54
206710.5600.000	MENARDS	OP SUPPLIES	14.57
206710.5600.000	MENARDS	OP SUPPLIES	25.98
520520.5600.000	MENARDS	FLEX HOSE	124.99
520520.5600.000	MENARDS	OP SUPPLIES	68.72
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	49.99
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	64.90
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	34.99
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	177.93
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	39.99
101310.5732.300	MICROMARKETING LLC	AUDIO BOOKS	341.91
101310.5600.100	MICROSOFT	WINDOWS UPGRADE	89.95
101310.5732.320	MID-CONTINENT PUBLIC LIBRARY	LOST INTERLIBRARY BOOK	19.99
520520.5600.030	MIDLAND SCIENTIFIC INC	TAPER STOPPER	58.00
520520.5600.030	MIDLAND SCIENTIFIC INC	PIPETS	20.16
520520.5600.030	MIDLAND SCIENTIFIC INC	NITRATE MOD	236.81
520520.5600.030	MIDLAND SCIENTIFIC INC	TUBING	80.48
101110.5360.000	MINUTEMAN INC	FEDEX SHIPPING	12.95
550780.5360.000	MINUTEMAN INC	FEDEX SHIPPING	9.35
101310.5732.320	MISTY SALES	RETURNED LOST BOOK	15.95
276210.5460.030	MODMARKET	AAC FOOD	20.25
520520.5600.000	MOTION INDUSTRIES INC	SHEAVES	105.30
101140.5570.000	MOTOR PARTS & EQUIPMENT CORPORATION	LAMP	58.54
101410.5562.000	MOTOR PARTS & EQUIPMENT CORPORATION	#714 BEARIN	15.17
206120.5600.000	MOTOR PARTS & EQUIPMENT CORPORATION	LINK REPAIR	24.76
206710.5570.000	MOTOR PARTS & EQUIPMENT CORPORATION	HOSE/FITTING	42.45
206710.5570.000	MOTOR PARTS & EQUIPMENT CORPORATION	PARTS	14.35
206710.5570.000	MOTOR PARTS & EQUIPMENT CORPORATION	HOSE	45.20
206710.5570.000	MOTOR PARTS & EQUIPMENT CORPORATION	FILTERS	47.57
206710.5570.000	MOTOR PARTS & EQUIPMENT CORPORATION	CONNECTOR	25.23
206710.5570.000	MOTOR PARTS & EQUIPMENT CORPORATION	PARTS	30.05
206710.5600.000	MOTOR PARTS & EQUIPMENT CORPORATION	BUSHINGS	7.10
206710.5600.000	MOTOR PARTS & EQUIPMENT CORPORATION	WORK LAMP	47.04
206710.5600.000	MOTOR PARTS & EQUIPMENT CORPORATION	HOSE CLAMP	35.28
206710.5600.000	MOTOR PARTS & EQUIPMENT CORPORATION	TOWELS	11.13
206710.5600.000	MOTOR PARTS & EQUIPMENT CORPORATION	GROMMET	2.57
550780.5749.000	MOTOR PARTS & EQUIPMENT CORPORATION	CORE RETURN	(54.44)
550780.5749.000	MOTOR PARTS & EQUIPMENT CORPORATION	FILTERS	43.26
550780.5749.000	MOTOR PARTS & EQUIPMENT CORPORATION	20VDRDRK	126.42
550780.5749.000	MOTOR PARTS & EQUIPMENT CORPORATION	STARTER	489.42

550780.5749.000	MOTOR PARTS & EQUIPMENT CORPORATION	OIL FILTER	7.46
550780.5749.000	MOTOR PARTS & EQUIPMENT CORPORATION	VBELT,OIL DRY	84.53
550780.5749.000	MOTOR PARTS & EQUIPMENT CORPORATION	AIR FILTERS	168.67
550780.5749.000	MOTOR PARTS & EQUIPMENT CORPORATION	TUBING/FITTINGS	42.92
550780.5749.000	MOTOR PARTS & EQUIPMENT CORPORATION	HAND PUMP	82.43
550780.5749.000	MOTOR PARTS & EQUIPMENT CORPORATION	SHOP FAN	293.99
550780.5749.000	MOTOR PARTS & EQUIPMENT CORPORATION	FILTERS	29.46
550780.5749.000	MOTOR PARTS & EQUIPMENT CORPORATION	FITTINGS	39.34
550780.5749.000	MOTOR PARTS & EQUIPMENT CORPORATION	FITTING	1.37
550780.5749.000	MOTOR PARTS & EQUIPMENT CORPORATION	DOLLY	83.19
550780.5749.000	MOTOR PARTS & EQUIPMENT CORPORATION	GASKET SET	27.98
276210.5460.030	MOUNTAIN PARKING	AAC PARKING	52.00
204420.5460.000	NANCY KUEHL	7/31-8/3/14	225.00
520520.5600.030	NCL OF WISCONSIN INC	COND. STAND	49.56
550780.5570.000	NEW FLYER INDUSTRIES CANANA ULC	RAMP MOTOR	1,286.11
101110.5600.000	NEWEGG INC	2 - HARD DRIVES	199.98
101850.5600.000	NEWEGG INC	MONITOR, CABLE	175.57
206760.5600.000	NEWEGG INC	OP SUPPLIES	149.98
550780.5570.000	NORTH AMERICAN BUS INDUSTRIES, INC	CONTROL MODULE	1,039.72
230110.5460.000	NORTHERN HOTEL	HOTEL-NIOT	269.36
540430.5600.055	NORTHERN LIGHTS DISTRIBUTING, INC	RESALE PRODUCT	(75.80)
540430.5600.055	NORTHERN LIGHTS DISTRIBUTING, INC	RESALE PRODUCT	303.71
540430.5600.055	NORTHERN LIGHTS DISTRIBUTING, INC	RESALE PRODUCT	1,080.02
206710.5600.000	NORTHERN TOOL & EQUIPMENT CO	OP SUPPLIES	122.95
520520.5600.000	NORTHERN TOOL & EQUIPMENT CO	PULLZALL TOOL	222.68
520520.5340.010	OAKVIEW dck, LLC	WPCP PERF 6/3-6/30	55,341.30
276210.5460.030	OC BOULDER	AAC FOOD	66.81
101310.5340.070	OCLC, INC	CATALOGING	783.37
550780.5570.000	O'HALLORAN INTERNATIONAL, INC.	REPROGRAM	63.28
206710.5570.000	O'REILLY AUTOMOTIVE INC	2 BATTERIES	161.48
520520.5600.000	PACKAGING CORP OF AMERICA	20 COMBO BINS	220.00
276210.5460.030	PANERA BREAD	AAC FOOD	30.25
276210.5460.030	PARAMOUNT	AAC FOOD	71.89
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	MARSHALL CTY E911	751.21
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	CITY OF MTOWN 911	333.58
101110.5460.000	PAYPAL	IAPE PROPERTY COURSE	300.00
276210.5410.000	PETTENGILL CONSTRUCTION	307 WASHINGTON	6,045.00
276210.5410.000	PETTENGILL CONSTRUCTION	702 PARK ST	5,920.00
101421.5340.630	PLAZA T THEATERS	SPARKS MOVIE	66.00
101881.5600.000	PLUMB SUPPLY	FUSE/ORINGS	43.06
499881.5776.000	PLUMB SUPPLY	BUILDING IMPROVEMENTS	135.51
101310.5600.000	PREMIER OFFICE EQUIPMENT	COPIES	60.65
101310.5600.000	PREMIER OFFICE EQUIPMENT	COPIES	66.09
101840.5340.070	PREMIER OFFICE EQUIPMENT	4/11-6/10 MAINT/COPIES	250.22
206760.5340.070	PREMIER OFFICE EQUIPMENT	5/11-7/11 MAINT/COPIES	219.52
278690.5340.070	PREMIER OFFICE EQUIPMENT	6/15-8/15 HOUSING	425.71
101110.5132.000	RACOM CORPORATION	EARPIECE	42.00
206710.5600.000	RACOM CORPORATION	BATTERY	195.00
101110.5600.000	RADIO SHACK	FLASHLIGHT	24.99
101831.5057.100	RANDY WETMORE	MONTHLY PHONE ALLOWANCE	62.50
276210.5460.030	RB-DENVER	AAC FOOD	47.29

101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	39.99
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	(39.99)
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	341.91
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	(341.91)
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	198.00
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	(198.00)
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	314.72
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	(314.72)
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	45.00
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	(45.00)
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	35.99
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	(35.99)
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	27.00
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	(27.00)
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	36.00
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	(36.00)
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	62.98
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	(62.98)
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	27.00
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	(27.00)
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	35.99
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	(35.99)
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	198.00
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	(198.00)
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	198.00
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	314.72
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	45.00
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	35.99
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	27.00
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	36.00
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	62.98
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	27.00
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	35.99
101310.5732.300	RECORDED BOOKS LLC	AUDIO BOOKS	198.00
550780.5331.500	REGION SIX PLANNING COMMISSION	PARATRANSIT	2,651.00
550780.5331.500	REGION SIX PLANNING COMMISSION	PARATRANSIT	4,131.00
550780.5340.070	REM Iowa Developmental Srvs	CLEANED 4 BUSES	300.00
550780.5340.010	RIDE SYSTEMS	9 MONTHLY SUBSCRIPTIONS	765.00
550780.5340.010	RIDE SYSTEMS	9 MONTHLY SUBSCRIPTIONS	765.00
550780.5340.010	RIDE SYSTEMS	9 MONTHLY SUBSCRIPTIONS	765.00
550780.5340.010	RIDE SYSTEMS	9 MONTHLY SUBSCRIPTIONS	765.00
550780.5340.010	RIDE SYSTEMS	9 MONTHLY SUBSCRIPTIONS	765.00
550780.5340.010	RIDE SYSTEMS	9 MONTHLY SUBSCRIPTIONS	765.00
101000.4474.190	ROBYN RIVAS	CXL'D SWIM LESSONS	42.00
206710.5600.000	SAFETY-KLEEN SYSTEMS INC	PARTS WASHER	495.78
101421.5600.000	SAM'S CLUB	RESALE PRODUCT	68.01
101421.5600.010	SAM'S CLUB	RESALE PRODUCT	68.01
540430.5600.055	SAM'S CLUB	RESALE PRODUCT	241.80
276210.5320.000	SCHENDEL PEST CONTROL COMPANY	QTRLY 110 W LINN ST	45.00
276210.5320.000	SCHENDEL PEST CONTROL COMPANY	QTRLY 112 W LINN ST	45.00
101310.5732.300	SENTIMENTAL PRODUCTIONS	DVDs	120.00

101310.5340.010	SERVICEMASTER OF M'TOWN INC	CLEANING SRV	1,300.00
206710.5340.010	SERVICEMASTER OF M'TOWN INC	CLEANING SRV	312.00
101480.5340.070	SIMPLEX GRINNELL	SENIOR CITIZENS	230.00
101880.5340.070	SIMPLEX GRINNELL	CITY HALL	193.89
101880.5410.000	SIMPLEX GRINNELL	SPRINKLER SYSTEM	446.00
152451.5340.070	SIMPLEX GRINNELL	COLISEUM	330.56
101421.5340.630	SKATE NORTH INC	Admission	160.00
101110.5460.000	SKILLPATH SEMINARS	REFUND-CONFERENCE	(60.00)
101410.5600.080	SPAHN & ROSE LUMBER CO	MINI SHELTER	17.54
101410.5600.080	SPAHN & ROSE LUMBER CO	MINI SHELTER	155.94
233410.5340.010	SPOTLESS CLEANING	6/23-29 RESTROOMS 6TH ST	155.00
101142.5600.000	STAPLES	OFFICE SUPPLIES	29.48
101310.5600.000	STAPLES	OFFICE SUPPLIES	31.35
101420.5600.000	STAPLES	OFFICE SUPPLIES	37.48
101421.5600.010	STAPLES	OFFICE SUPPLIES	10.89
101421.5600.010	STAPLES	OFFICE SUPPLIES	5.31
101421.5600.010	STAPLES	OFFICE SUPPLIES	17.52
101440.5600.000	STAPLES	OFFICE SUPPLIES	11.71
101820.5600.000	STAPLES	OFFICE SUPPLIES	69.78
101850.5600.000	STAPLES	OFFICE SUPPLIES	250.07
101850.5600.000	STAPLES	OFFICE SUPPLIES	57.03
101110.5410.000	STERLING FIRE & SAFETY INC	CAR#517 RECHARGE EXTGSHER	25.00
510532.5340.010	STEVE R HANSEN	RETENTION PONDS	965.00
520520.5340.010	STEVE R HANSEN	WPCP VEGETATION	896.00
101310.5340.010	STONE SANITATION	GARBAGE PICKUP	85.73
101110.5600.070	SUNSET LAW ENFORCEMENT	80 HORNS	1,768.80
247410.5331.500	SWANK MOTION PICTURES	LEGO MOVIE	349.00
550780.5460.000	TACO JOHN'S	TRAVEL/TRAINING	15.66
276210.5460.030	TATTERED COVER	AAC FOOD	15.54
520520.5600.000	TELEDYNE ISCO	PRELIM SAMPLES	887.90
520520.5340.010	TEMP ASSOCIATES INC	MEMBRANE REMOVAL	1,336.00
520520.5600.000	THE OPTICAL CENTER	SAFETY GLASS	5.00
101410.5600.080	THEISEN'S	Push Mower	159.99
101580.5562.000	THEISEN'S	CYLINDER SPACERS	39.98
206120.5600.000	THEISEN'S	OP SUPPLIES	111.86
206710.5600.000	THEISEN'S	OP SUPPLIES	28.98
206710.5600.000	THEISEN'S	OP SUPPLIES	32.93
206710.5600.000	THEISEN'S	OP SUPPLIES	40.88
206710.5600.000	THEISEN'S	OP SUPPLIES	109.98
510531.5600.000	THEISEN'S	OP SUPPLIES	6.59
520590.5600.000	THEISEN'S	OP SUPPLIES	9.88
550780.5570.000	THOMAS BUS SALES OF IOWA INC	CAM RECORDER	717.89
101110.5600.000	THOMPSON'S TRUE VALUE	WEED KILLER	29.98
101310.5600.000	THOMPSON'S TRUE VALUE	NOZZLES	10.98
101410.5600.080	THOMPSON'S TRUE VALUE	Screws	7.68
520520.5600.000	THOMPSON'S TRUE VALUE	PLUMBING SUPPLIES	55.94
101420.5600.000	THOSE INK GUYS	BLACK INKJET	17.99
290113.5210.000	TIMES-REPUBLICAN	JOB AD-COMM OPERATOR	439.54
206711.5570.000	TRANS-IOWA EQUIPMENT LLC	BROOMS-MAIN	2,057.96
000844.1520.010	TREASURER ST OF IOWA	QTRLY SALES	2,546.00
000844.1520.020	TREASURER ST OF IOWA	QTRLY SALES	425.00

520520.5440.000	TREASURER ST OF IOWA	QTRLY SALES	8,915.00
520520.5441.000	TREASURER ST OF IOWA	QTRLY SALES	1,486.00
101880.5410.000	TRI STATE LOCK SERVICE	STEEL DOOR/SUPPLIES/LABOR	1,980.00
101440.5600.000	TSI STORE SUPPLIES	CASH REGISTER	54.93
206760.5360.000	U S POST OFFICE	POSTAGE	3.79
550780.5360.000	U S POST OFFICE	POSTAGE	53.48
101310.5340.010	UNIQUE MANAGEMENT SERVICES, INC	OVERDUE COL	143.20
101140.5360.000	UPS STORE #5089	SHIPPING	9.52
101540.5600.000	UPS STORE #5089	COMPOST RECYCLING FORMS	997.83
101820.5360.000	UPS STORE #5089	SHIPPING	8.81
220110.5460.000	US AIRWAYS	AIRFARE	336.00
150310.5380.000	US BANK EQUIPMENT FINANCE	CONTRACT PAYMENT-COPIER	344.00
101410.5562.000	VAN WALL EQUIPMENT	RETURN SAFE	(29.25)
101410.5562.000	VAN WALL EQUIPMENT	SAFETY CABLE	29.25
101410.5562.000	VAN WALL EQUIPMENT	SAFETY CABLE	27.34
101891.5460.000	VIRTUAL TRAINING	ONLINE TRAINING	30.00
101110.5600.000	VISTA PRINT. COM	BUS CARDS -	22.97
101420.5600.000	WAL MART STORES INC	OFFICE SUPPLIES	15.67
101421.5600.010	WAL MART STORES INC	CAMP MARSHALLTOWN	43.13
101421.5600.010	WAL MART STORES INC	Live Wires	81.28
101440.5600.000	WAL MART STORES INC	Swim Diaper	39.88
101440.5600.000	WAL MART STORES INC	Swim Diaper	(39.88)
101440.5600.450	WAL MART STORES INC	Swim Diaper	39.88
206760.5600.000	WAL MART STORES INC	OP SUPPLIES	14.80
278690.5600.000	WAL MART STORES INC	SUPPLIES	10.94
540430.5600.000	WAL MART STORES INC	Concession	40.73
684000.4870.990	WELLMARK INC	PREMIUM&WK4	(1,334.51)
684990.5230.000	WELLMARK INC	PREMIUM&WK4	5,925.15
684990.5337.000	WELLMARK INC	PREMIUM&WK4	19,815.29
684990.5339.000	WELLMARK INC	6/14-6/20 MEDS	31,138.91
684990.5339.000	WELLMARK INC	PREMIUM&WK4	9,702.82
276210.5460.030	WHITE FENCE	AAC FOOD	104.18
101140.5600.000	WL CONSTRUCTION SUPPLY	DIAMOND BLACK	419.99
290113.5151.000	WOLFE CLINIC P C	HEARING SCR	35.00
520520.5600.000	WW GRAINGER	SOLENOID VA	576.50
276210.5460.030	YARDHOUSE	AAC FOOD	119.80
550780.5600.000	ZEE MEDICAL, INC	RESTOCK SUPPLIES	65.95
150110.5734.000	ZUERCHER TECH	ZUERCHER SUITE 1 PAYMENT	22,875.00

574,672.87

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



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
JULY 28, 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:

Award Certificate of Service, Scott Johnson

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 14, 2014, and special Council meeting Minutes of July 23, 2014.
- 2) Approve Bill List in the amount of \$1,116,491.81.
- 3) Approve Settlement Agreement for sale of alcohol to minor, first Violation on 11/1/2013.
- 4) Receipt of Building Report for June, 2014.
- 5) Resolution 2014-089 Approving Iowa Urban and Community Forestry Program and Assistance and Training Grant.
- 6) Resolution 2014-090 Approving a Contract for Roadway Maintenance Services at the Iowa Veterans Home, \$567.00 for fiscal year 2015.
- 7) Resolution 2014-091 Approving Contract Change Order #2 for the WPCP Performance Edge Project 52012012, an increase of \$11,713.00.
- 8) 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.
- 9) Resolution 2014-093 Approving Contract Change order #3 for the Turner Street (East) Interceptor Sewer Project 59012009, increase of \$28,059.00.
- 10) Liquor Licenses: Ownership change for Calvin Rocket, LLC; approve additional transfer for Midnight Ballroom to Central Iowa Fair for August 16-18.

(end of consent agenda items)

REPORTS:

- 11) JBS Swift – presentation of donation for mosquito spray
- 12) Storm Water Utility annual report

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.



RESOLUTIONS:

- 13) Resolution 2014-094 In Support of Marshalltown Medical & Surgical Center's effort to build a cancer treatment center in Marshalltown, Iowa.
- 14) 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.

DISCUSSION: August 11, 2014, Agenda in process

- 15) Mobile Food Units ordinance change, regarding expanding sales hours in commercial & industrial areas to allow sales 11:00 pm - 6:00 am.
- 16) FY14-15 Violence Against Women Act Contract, \$39,458.00
- 17) Proposed Civil Infraction penalty increase
- 18) Banking Services review of proposals

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 14, 2014

The Marshalltown City Council met in regular session on July 14, 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.

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

CONSENT AGENDA

Greer moved to approve the Consent Agenda, Approve Council meeting Minutes of June 23, 2014; Approve Bill List in the amount of \$1,783,028.32; Approve March, April & May Financials; Approve Liquor License Transfer Application for Hy-Vee Party Room, for dates: July 24th, Aug. 21st, Sept. 18th, Oct. 16th, Nov. 6th, Jan. 22nd, Feb. 22nd, March 19th, April, 23rd, May 21st, June 18th, to the Best Western Regency Inn breakfast dining area; Approve Liquor Licenses: Renewals: Casey's General Store #1303; TP Plaza; El Portal; Midnight Ballroom, LC; Legends American Grill; Impala Ballroom; Jakes Game Room; The Shop Lounge, LLC; Wal-Mart; Zamora Fresh Market; Iowa River Brewing Company; Knights of Columbus Compass Club; second by Gowdy. Consent agenda adopted 7-0.

REPORT:

Chief Tupper presented the 2013 Police Department Report.

MOTION:

Lamer moved to appoint Tommy Thompson and Sandy Wise to the Public Safety Building Advisory Committee, second by Wirin. Mayor Lowrance added two more to the existing group to make sure the project received plenty of oversight. Motion approved 7-0.

Mayor Lowrance suggested proceeding only with a new police facility and make improvements to the existing fire station due to state legislation changes reducing the assessed valuation over the next few years, as there is concern there would not be enough property taxes raised to support the debt. Overextension could limit the city's ability to respond to emergencies and could impact the city's bond rating. The total impact of the tax reduction legislation will be known in three to five years. Schubert moved to proceed with the police station, make fire station improvements to the existing building, to purchase the land from the American Legion (the old Crosby pool area) for the police facilities building and not to purchase the land from the YMCA for the fire station at this time, second by Greer. Motion carried 7-0.

RESOLUTIONS:

Lamer moved to adopt Resolution 2014-087 Committing the Cooperation and Support of a Regional Parks Program known as Greenbelt Development and Marketing, second by Wirin. Terry Briggs, 1402 S 12th Street, President of TRAILS, Inc., supports creation of the marketing group and explained there is no financial obligation to the city. Resolution approved 6-0, with Greer abstaining due to his relationship with the board of directors of TRAILS, Inc.

PUBLIC HEARING

Mayor Lowrance declared the public hearing open for the easement request by ITC Midwest, LLC. Public Works Director Justin Nickel described the project being adjacent to and near the softball diamond at S 6th Street. There were no public or written comments. Mayor Lowrance declared the public hearing closed.

Gowdy moved to adopt Resolution Adopting Tentative Resolution Providing for the Perpetual Easements described to ITC Midwest, LLC, regarding Two Easements for One Guy and Anchor Easement and One Overhang Easement, second by Martin. Resolution adopted 7-0.

FUTURE AGENDA ITEMS DISCUSSION:

The council discussed the following items: Forestry Assistance and Training Grant; Agreement with IDOT Maintenance at the Iowa Veterans Home, \$567, for fiscal year 2015; Change Order #2 for WPCP Performance Edge 52012012, increase of \$11,713.00; Change Order #3 soft starts for Turner Street (East) Interceptor Sewer Project 59012009, increase of \$28,059.00; Change Order #1 Alliant Gas Fired Plant/East Nevada St. Rebuild Project 66013014, increase \$11,300.00; Airport Hanger Floor 77013010 Project Update & Bid results.

PUBLIC COMMENTS:

Public Works Director Justin Nickel informed the council the formal bids for salt are due July 22 Salt Bid, budget \$150,000 and anticipates increasing the budget amount \$180-200K. The council may consider bids at the July 28 meeting.

Parks Director Terry Gray announced the annual appliance and scrap metal recycling is set for August 9 at the South Sixth St Softball Complex.

ADJOURNMENT

The meeting adjourned at 6:41 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk

Council Proceedings
Special Council Meeting
July 23, 2014

A Special meeting of the Marshalltown City Council was convened on July 23, 2014, at 11:45 AM, in the Council Chambers at City Hall, according to posted notices. Mayor Pro Tempore Wirin called the meeting to order. ROLL CALL: Present – Gowdy, Greer, Hoop, Martin, Schubert, Wirin. Absent: Lamer.

Schubert moved to approve the license transfer of Midnight Ballroom to the Central Iowa Fairgrounds for an event on July 28, second by Greer. Motion carried 6-0.

Upon motion by Greer and second by Gowdy, the meeting adjourned at 11:46 am, motion having been approved 6-0.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

**ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT
1st VIOLATION**

IN RE:

LC0039097

Retailer Name

Corner Tap

: **Licensee**

Q & L Enterprises, LLC

Retailer Address

35 North Center Street
Marshalltown, IA 50158

: **Licensee Address**

35 N. Center Street
Marshalltown, IA 50158

: **ACKNOWLEDGMENT/SETTLEMENT
AGREEMENT**

ACKNOWLEDGMENT/SETTLEMENT AGREEMENT

I (We) hereby knowingly and voluntarily acknowledge that we have received the Notice of Hearing and the Complaint in the above case, admit the truth of the facts and allegations contained in the attached complaint, and waive further notice or hearing. I (We) submit to the statutory penalties prescribed by Iowa law and acknowledge that this violation dated 11/1/2013 will count as an official "First Violation" of Iowa Code section 123.49 pursuant to Iowa Code section 123.50 and that subsequent violations may have enhanced penalties. I (We) have enclosed a check for the amount of \$500.00 made payable to the "City of Marshalltown" in full settlement of the above referenced complaint.

Patrick W. Boun

7-6-14

DATE

NOTE: This must be signed by an individual alcohol licensee, or in the case of a business entity, must be signed by individual(s) who have authority to bind the entity.

If you decide to sign this ACKNOWLEDGMENT/SETTLEMENT AGREEMENT and waive your appearance at a hearing, this document, properly signed and dated, along with your \$500.00 check made payable to the "City of Marshalltown", should be returned **within fifteen days of the date of this letter** to: City of Marshalltown, City Clerk's Office Alcohol Enforcement, 24 North Center Street, Marshalltown, Iowa, 50158.

(Original – Return)

pd 7-8-14
\$500.00
#179549

BUILDING REPORT FOR THE MONTH OF JUNE 2014



PERMIT NUMBER	OWNER OF IMPROVEMENT	LOCATION OF IMPROVEMENT	TYPE OF IMPROVEMENT	NEW DWELLING	ALTER DWELLING	MINOR BUILDING	MISC. IMPROVEMENT	FEE
23904	Elaine Locke	203 North 13th Street	Alter Building				\$4,000	\$194
23905	Ramon Mendoza	1104 South 4th Street	Alter Dwelling		\$8,000			\$153
23906	JBS USA, LLC	1106 Marion Street	New Building #1				\$622,000	\$3,844
23907	JBS USA, LLC	1106 Marion Street	New Building #2				\$136,000	\$1,210
23908	Marshalltown Area Catholic School	310 Columbus Drive	Alter Building				\$2,279,000	\$10,850
23909	D & S Facilities	409 South Center St.	Demolish Building					\$25
23910	Fisher Controls	307 South 2nd Avenue	Demolish Dwelling					\$25
23911	Second Baptist Church	514 Bromley Street	Demolish Dwelling					\$25
23912	Forward Ventures, LLC	1209 Industrial Blvd.	New Building				\$350,000	\$2,494
23913	Clyde Coulthard	802 South 6th Avenue	Alter Garage			\$4,000		\$97
23914	David Shearer	704 Bromley Street	New Garage			\$12,000		\$209
23915	D & S Properties, LLC	409 South Center St.	Alter Building				\$45,000	\$592
23916	Casey's Marketing Co.	1402 South 12th Ave.	Demolish Building					\$25
23917	Gregory Specht	107 1/2 W. Grant St.	Demolish Garage					\$25
23918	Gregory Specht	107 1/2 W. Grant St.	New Garage			\$16,000		\$265
23919	Gilberto Lomeli	709 Union Street	Foundation Permit			\$2,000		\$69
23920	Bernie Waterbeck	1109 Iowa Avenue East	Alter Building				\$22,000	\$349
TOTALS:								
				\$0	\$8,000	\$34,000	\$3,458,000	\$20,451
TOTAL IMPROVEMENT AMOUNT:				\$3,500,000				
				Units	Permits	Permits	Permits	Demo Permits
# OF PERMITS:				0	0	1	4	7

Scott A. Riemenschneider
 Scott A. Riemenschneider, Chief Building Official

Building Division Improvement Value & Fee Summary - June 2014

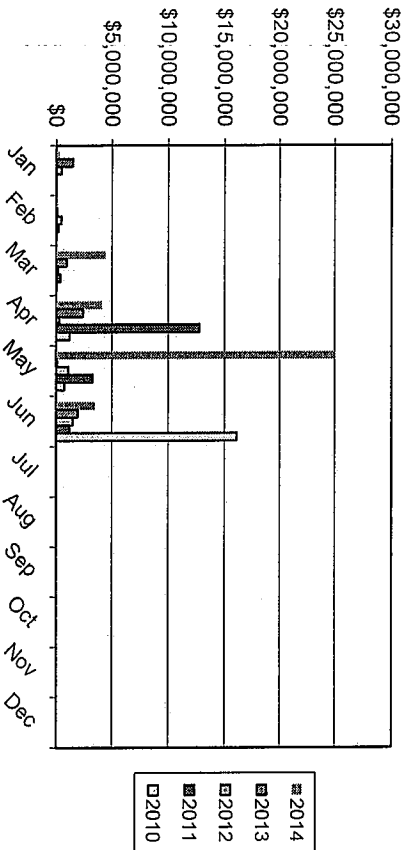
Total Improvement Value Comparison

	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							\$37,651,000
2013	\$1,470,000	\$101,000	\$953,000	\$2,413,000	\$91,000	\$1,952,000							\$6,980,000
2012	\$489,000	\$449,000	\$178,000	\$292,000	\$1,105,000	\$1,500,000							\$4,013,000
2011	\$30,000	\$211,000	\$382,000	\$12,768,000	\$3,274,000	\$1,187,000							\$17,852,000
2010	\$30,000	\$21,000	\$57,000	\$1,233,000	\$731,000	\$16,118,000							\$18,190,000

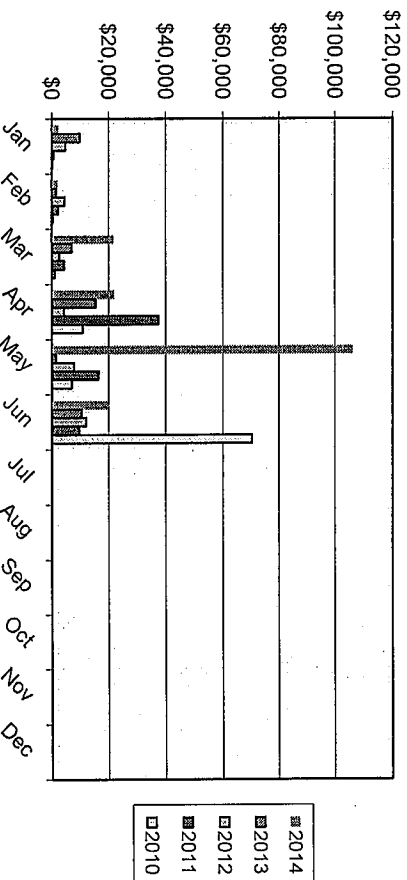
Total Fees Received Comparison

	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							\$175,092
2013	\$9,824	\$1,416	\$7,030	\$15,486	\$1,408	\$10,443							\$45,607
2012	\$4,789	\$4,470	\$2,640	\$4,259	\$7,811	\$12,060							\$36,029
2011	\$593	\$2,266	\$4,377	\$37,412	\$16,471	\$9,698							\$70,817
2010	\$230	\$401	\$1,034	\$10,835	\$7,045	\$70,345							\$89,890

Total Improvement Value Comparison



Total Fees Received Comparison



Taser

2014-089

A RESOLUTION AUTHORIZING CITY OF MARSHALLTOWN TO SUBMIT
AN APPLICATION FOR THE IOWA URBAN FORESTRY SUSTAINABLE
COMMUNITY FORESTRY ASSISTANCE AND TRAINING GRANT

Whereas the City Council of Marshalltown, Iowa, is a valid and functioning entity of City of Marshalltown in Marshall County; and

Whereas the Iowa DNR is making available a training and assistance grant program to assist communities by training and educating city staff, tree board members and active community members to enable each community to develop and maintain a sustainable forestry program; and

Whereas the program is administered by the Iowa Department of Natural Resources which prioritizes and ranks all project applications; and

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

1. The City of Marshalltown supports and approves the application made for the Urban and Community Forestry and Assistance Grant.
2. The City of Marshalltown hereby commits to the Iowa Department of Natural Resources the city staff necessary as required by the Grant funding.
3. The Mayor and City Clerk are hereby authorized to approve and execute the application and award agreement on behalf of the City of Marshalltown.

Passed this 28th day of July, 2014, and signed this ___ day of July 2014.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

ZAW

To: Mayor and City Council
From: Terry Gray, Parks and Recreation
Date: July 8, 2014
Subject: Iowa Urban and Community Forestry Program Assistance and Training Grant

An opportunity has presented itself to apply for an assistance grant for city tree maintenance and planning. Eighty communities in Iowa are over 5,000 in population and are the focus of this grant. Most of these communities do not have dedicated forestry personnel or expertise, but may have staff that can be trained in basic tree identification, as well as proper tree planting and maintenance.

This U.S. Forest Service grant is intended to assist communities by training and educating city staff, tree board members, and active community members in order to enable each community to develop and maintain a sustainable forestry program.

In light of the emerald ash borer, this may be an opportunity for Marshalltown to be more prepared. One of the criteria for scoring the grant is the city's budget per capita for tree maintenance and planting, but not including tree removal. The city has no budget for trees other than removal. After staff discussion, it was decided we could increase the tree budget through RUT funding by \$10,000 over the next three years: \$5,000 in year one and \$2500 the next two years.

Besides the financial investment, it would require a commitment by at least three city staff to undergo the 40 hours of training. The application is due September 1, 2014, awards will be made October 1 with the program to begin in November.

If the Council believes this program could be of value and that committing \$10,000 over the next three years is acceptable, an application will be submitted. An sheet with more explanation of the program is included with this memo.

Iowa Urban and Community Forestry Program

Sustainable Community Forestry Assistance And Training Grant

Explanation and Instructions

80 communities in Iowa are over 5,000 in population and are the focus of this grant. Most of these communities do not have dedicated forestry personnel or expertise, but may have staff that can be trained in basic tree id, as well as proper tree planting and maintenance.

This U.S. Forest Service grant is intended to assist communities with population greater than 5,000* by training and educating city staff, tree board members, and active community members in order to enable each community to develop and maintain a sustainable forestry program.

10 communities will be selected per year, for a total of 20 communities over the two-year life of the grant.

Each community that is accepted into the program will have intensive training (40 hours) by a team consisting of DNR staff (including District Forester, Urban Team Members, and Forest Health Specialist) and representatives from the Iowa Arborist Association and the Iowa Urban Tree Council, in the following:

- Tree Identification
 - Tree id apps and handbooks will be provided, with training for ID apps
- Technology training – i-tree canopy, i-tree mobile data collection, i-tree design, etc.
- Tree Health
 - Current Forest Pests will be covered, highlights include recognizing EAB and ALB signs and symptoms and “first detector” training
- Tree Inventory
 - A community team will be trained to identify and inventory all public trees in the community. DNR staff will spend two days inventory time with the community-trained members to insure accuracy.
 - Risk tree assessment methods will be covered as part of tree inventory training
- Tree Planting
 - Current research and techniques will be taught, emphasizing planting depth, preventing encircling roots, watering, mulching, selecting healthy stock, and species diversity. A minimum of 10 landscape trees will be planted on public property as part of the grant to insure all community participants are trained.
- Pruning & Maintenance
 - Planning a young tree and corrective pruning schedule, and showing proper pruning techniques
- Benefits of Urban Trees
- Tree Ordinances
 - Creating and/or modifying tree ordinances to encourage increasing the urban tree canopy cover and tree health of the community and improving the species composition
- Community Outreach
 - Developing a volunteer group to carry out tree planting and maintenance activities

Some training will be hands-on and in person, while some will be i-tree (or other) webinars, workshops, and field days.

*communities less than 5,000 in population that are identified as “priority communities” in Iowa’s Forest Action Plan are also eligible to apply

In addition to the above training provided to the community, the following will be included in the grant program:

- DNR will provide an Urban Forest Management Plan (based on the community tree inventory data), which provides canopy goals, recommended species for planting, and EAB preparedness.
- DNR Forestry will assist in coordinating 1 volunteer training and tree planting event (10-50 trees using Trees For Kids funding and specifications), and 1 volunteer training and work day event (pruning, watering, mulching, and monitoring existing trees) for each community.
- Trained community members will also be invited to additional, ongoing educational opportunities offered by different organizations throughout the state.

Communities will apply to be part of the grant program, and will be selected based on the following criteria:

- Stated need for urban forestry training and assistance
- Time and staff (may include tree board, community arborists, developers) commitment to training and ongoing forestry efforts for at least a 2 year period, and a stated ongoing commitment to community forestry – minimum of 3 participants for 40 hours of training
- Budget of at least \$1.00 per capita for tree maintenance and planting (not including removals)
- Desired goals to prepare for or manage Emerald Ash Borer and increase urban tree canopy and diversity
- The city must allow trees to be planted on street right-of way areas, or express a commitment to modify current ordinance to include street trees
- Stated goals to increase energy conservation, increase water quality, and decrease stormwater runoff through maintaining and increasing a healthy community tree canopy
- Stated desire to create or strengthen community forestry volunteer groups

In order for your community to participate in the grant funded training, complete the Training Request Application. Attach the following supporting documents:

- Sections of the city ordinance which pertain to trees, including right of way and new development sections
- Public tree management plan (if available)
- Tree Inventory and/or canopy cover analysis (if available)

The application and all documents should be e-mailed to laura.wagner@dnr.iowa.gov no later than September 1st, 2014.

2014-090
JN
RAW

RESOLUTION APPROVING A CONTRACT FOR ROADWAY MAINTENANCE
SERVICES AT THE IOWA VETERANS HOME BETWEEN THE CITY OF
MARSHALLTOWN, IOWA,
AND
THE IOWA DEPARTMENT OF TRANSPORTATION
CREATED PURSUANT TO CHAPTER 28E.12 OF THE IOWA CODE

WHEREAS the City Council of Marshalltown, Iowa, has negotiated a Contract for Roadway Maintenance Services pursuant to Chapter 28 E of the Iowa Code with the Iowa Department of Transportation; and

WHEREAS the City Council of Marshalltown finds that this Contract for Services 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 attached Contract for Services with the Iowa Department of Transportation is hereby approved in all respects and particulars.

Section 2. The Contract for Services shall begin on July 1, 2014, and continue through June 30, 2015, and remain in effect until the Contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

Section 3. That the Mayor and City Clerk are hereby authorized and directed to execute said Contract for Services on behalf of the City of Marshalltown, and the City Clerk is authorized and directed to file this Contract for Services with the Secretary of State, as required by law.

Passed this 28th day of July, 2014, and signed this _____ day of _____, 2014.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



SMARTER | SIMPLER | CUSTOMER DRIVEN

www.iowadot.gov

District 1 Office

1020 S. 4th Street, Ames, IA 50010

Phone: 515.239.1039 | Email: Jeremey.vortherms@dot.iowa.gov

June 24, 2014

Ref:

Justin Nikel
Public Works Director
24 N. Center Street
Marshalltown, IA 50158

Subject: Fiscal Year 2015 Roadway Maintenance Agreement with City of Marshalltown

Dear Justin,

Enclosed are three copies of the proposed Fiscal Year 2015 Roadway Maintenance Agreement for routine maintenance on institutional roads within Iowa Veterans Home.

This agreement will be effective for the period beginning July 1, 2014 and ending June 30, 2015.

The agreement has been updated for 2015 in the following ways:

- the lane mile rates have increased
- the total compensation has increased

No new maintenance activities have been added.

If you accept the proposed agreement, please return three signed copies to the District office. One original signed copy will be returned to you after the Department of Transportation has executed the agreement.

Compensation for the prior fiscal year Supplemental Maintenance Agreement will be processed at the end of June.

If you have any questions, please contact me at 515-239-1039 or jeremey.vortherms@dot.iowa.gov.

Sincerely,



Jeremy Vortherms
District 1 Design Engineer/North Area Engineer

JV/cp

Enclosure

cc: Tony Gustafson, IA DOT, District 1
Lance Starbuck, IA DOT, District 1
File



Iowa Department of Transportation

ROADWAY MAINTENANCE AGREEMENT

AGENCY Iowa Veterans Home
COUNTY Marshall
CITY Marshalltown
BOARD _____

This written agreement made and entered into by and between the (AGENCY) (COUNTY) (CITY) (BOARD) of Marshalltown, Party of the First Part, and the Iowa Department of Transportation, Party of the Second Part. The parties hereby desire to enter into this roadway maintenance agreement concerning the following roadway:

1. ROUTINE MAINTENANCE

- A. Party of the First Part will perform the following routine maintenance:
On roads within the Iowa Veterans Home, street sweeping.
- B. Party of the First Part will perform the above described routine maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
- C. Party of the Second Part will perform the following routine maintenance:
none

2. SPECIAL MAINTENANCE

- A. Party of the First Part will perform the following special maintenance:
not applicable
- B. Party of the First Part will perform the above described special maintenance in compliance with the Iowa Department of Transportation's standard maintenance policies and procedures which include, but are not limited to, the Department's standards for maintenance activities and instructional memorandums. Particularly, Party of the First Part shall comply with:
not applicable
- C. Party of the Second Part will perform the following special maintenance:
not applicable

3. PAYMENT

- A. It is agreed that payment for the routine maintenance operations will be made after the work has been completed for the fiscal year ending June 30, and payment for maintenance operations will be made after the work has been completed. It is also understood and agreed that the right is reserved by both Parties to review, adjust, or terminate this Agreement at any time, provided however that written notice be given either Party at least thirty days prior to such review, adjustment, or termination.
- B. Payment for routine maintenance at the rate of \$ \$ 150.00 per lane mile per year.
Total lane miles 3.78 at \$ \$ 150.00 per lane mile = \$ \$ 567.00
- C. Payment for special maintenance shall be made as follows:

4. AGREEMENT TIME PERIOD

Beginning Date: 7/1/2014

Ending Date: 6/30/2015

5. Party of the First Part agrees to indemnify and save harmless the Party of the Second Part, the State of Iowa, and its agents or employees from any and all causes of action, suits, at law or in equity, for losses, damages, claims or demands, and from any and all liability and expense of whatsoever nature (including reasonable attorney fees), arising out of or in connection with the execution, performance, or attempted performance of this Agreement and work provided herein.
6. If any section, provision or part of this Agreement shall be found to be invalid or unconstitutional, such judgment shall not affect the validity of the Agreement as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional.
7. Party of the First Part will follow all federal and state laws and regulations with regard to worker safety and the handling and disposal of hazardous waste and/or substances in performing any maintenance task.
8. Any subsequent change or modification to the terms of this Agreement shall be in the form of a duly executed addendum or amendment to this Agreement.

RECOMMENDED FOR APPROVAL:

Marshalltown

(AGENCY) (COUNTY) (CITY) (BOARD)

BY _____

(DATE)

TITLE _____

IOWA DEPARTMENT OF TRANSPORTATION

BY _____

District Engineer

(DATE)

JN
T2aw

2014-091

RESOLUTION APPROVING CONTRACT CHANGE ORDER #2 FOR THE WPCP
PERFORMANCE EDGE PROJECT NUMBER 52012012
AN INCREASE OF \$11,713.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Oakview, dck. LLC., of Red Oak, Iowa, for the labor and material for the WPCP Performance Edge Project 52012012; and

WHEREAS an increase is requested for installation of CPVC dropleg fittings and shifting aeration grids to avoid fillets in basins 3A and 3B in the amount of \$11,713.00.

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

Section1. That the contract Change Order #2 for WPCP Performance Edge Project 52012012, in the increased amount of \$11,713.00 is hereby accepted and approved.

Passed this 28th day of July, 2014 and signed this _____ day of _____, 2014.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Change Order No. 2

Project: WPCP Performance Edge Project	Date of Contract: May 13, 2013
Owner: City of Marshalltown	Owner's Contract No.: 52012012
Engineer: FOX Engineering	Engineer's Project No.: 2407-10B
Contractor: Oakview dck	Date of Issuance: April 21, 2014

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

DESCRIPTIONS:

- Item 1 Work Change Directive 1, including: installation of CPVC dropleg fittings and pipe; shortening and shifting of aeration grids to avoid fillets, and lightweight concrete in basins 3A and 3B. Add \$11,713.00 for these changes.
- Item 2 Extension of substantial and final completion dates by 42 days due to abnormal weather, plant 3 cleanup, and weir box removal. See attached letters.

Attachments: Work Change Directive 1 with attachments (5 pages); Oakview dck letter to FOX Engineering dated February 13, 2014 (3 pages); FOX letter to Oakview dck dated April 17, 2014 (2 pages).

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$1,461,600.00

☐ Increase ☐ Decrease from previously approved Change Orders:

\$0.00

Contract Price prior to this Change Order:

\$1,461,600.00

☒ Increase ☐ Decrease of this Change Order:

\$11,713.00

Contract Price incorporating this Change Order:

\$1,473,313.00

CHANGE IN CONTRACT TIMES:

Original Contract ☐ Working ☒ Calendar

Substantial completion: January 31, 2014

Ready for final payment: March 31, 2014

☒ Increase ☐ Decrease from previously approved Change Orders:

Substantial completion (days): 37

Ready for final payment (days): 37

Contract Times prior to this Change Order:

Substantial completion: March 9, 2014

Ready for final payment: May 7, 2014

☒ Increase ☐ Decrease of this Change Order:

Substantial completion (days): 42

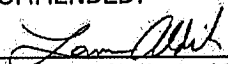
Ready for final payment (days): 42

Contract Times with all approved Change Orders:

Substantial completion: April 20, 2014

Ready for final payment: June 18, 2014

RECOMMENDED:

By: 
Engineer (Authorized Signature)

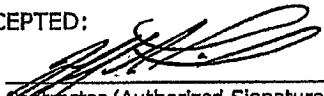
Date: 7/1/14

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: 
Contractor (Authorized Signature)

Date: 5-8-14

2014-092

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 FOR THE
ALLIANT GAS FIRED PLANT / EAST NEVADA STREET REBUILD
PROJECT NUMBER 66013014
AN INCREASE OF \$11,300.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Blommer's Construction, of Pella, IA, for the labor and material for the Alliant Gas Fired Plant / East Nevada Street Rebuild Project 66013014; and

WHEREAS an increase is requested for geogrid and traffic control for the Alliant Gas Fired Plant / East Nevada Street Rebuild in the amount of \$11,300.00.

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

Section1. That the contract Change Order #1 for the Alliant Gas Fired Plant / East Nevada Street Rebuild, Project 66013014, in the increased amount of \$11,300.00 is hereby accepted and approved.

Passed this 28th day of July, 2014 and signed this _____ day of _____ 2014.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

Project: East Nevada Street Improvements	Change Order # 1
Owner: City of Marshalltown	CGA PN: 1637
Contractor: Blommers Construction	Contract Date: May 29, 2014
Project ID No: 66013014	Contract Amount: \$1,078,918.50

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
Item	Description	Quantity	Units	Rate	
CO1.1	Geogrid, Rectangular	3200	SY	\$ 2.75	\$ 8,800.00
CO1.2	Traffic Control	1	LS	\$ 2,500.00	\$ 2,500.00

Net Change This Order (+ or -):				\$ 11,300.00
Net Changes Previous Orders:				\$ -
Total Net Changes to Date:				\$ 11,300.00
Calendar Days	Days Increased	Days Decreased	Revised Contract Calendar Days	
120.0	0.0	0.0	120.0	

If and when approved, I hereby accept this order as work to be performed, prices on which payment shall be based, and adjustment to contract completion date.

Contractor:	<i>Blommers Construction Inc</i>			
By:	<i>Devin Blommers</i>	Title:	<i>Owner</i>	Date: 7-4-14
Recommended By:	<i>Garber</i>	Title:	Project Engineer	Date: 7/1/14
Approved By:	<i>Gusta Nicks</i>	Title:	DPW	Date: 7/9/14



Project: East Nevada Street Improvements	Change Order # 1
Owner: City of Marshalltown	CGA PN: 1637
Contractor: Blommers Construction	Contract Date: May 29, 2014
Project ID No: 66013014	Contract Amount: \$1,078,918.50

ITEM CO1.1

THIS ITEM WAS ADDED TO PROVIDE ADDITIONAL SUPPORT TO ROCK BEING PLACED ON EXISTING ROCK SURFACES USED AS TEMPORARY ACCESS DRIVES. THIS ITEM WILL BE AS PER SUDAS SECTION 2010.

ITEM NO CO1.2

THIS ITEM WAS ADDED TO PROVIDE ADDITIONAL SAFETY TO TRUCKS MAKING SOUTHBOUND TURNING MOVEMENTS ONTO 18TH AVE FROM THE TEMPORARY ACCESS DRIVE. SEE ATTACHED SUPPLEMENTAL TRAFFIC CONTROL PLAN. ALL TRAFFIC CONTROL SHALL BE AS PER THE MUTCD.



Row

2014-093

RESOLUTION APPROVING CONTRACT CHANGE ORDER #3 FOR THE TURNER
STREET (EAST) INTERCEPTOR SEWER PROJECT NUMBER 59012009
AN INCREASE OF \$28,059.00

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Woodruff Construction, LLC of Fort Dodge, Iowa, for the labor and material for the Turner Street (East) Interceptor Sewer Project 59012009; and

WHEREAS an increase is requested for addition of soft start motor starters to 3 storm water pumps in the amount of \$28,059.00.

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

Section1. That the contract Change Order #3 for Turner Street (East) Interceptor Sewer Project 59012009, in the increased amount of \$28,059.00 is hereby accepted and approved.

Passed this 28th day of July, 2014 and signed this _____ day of _____, 2014.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

July 8, 2014

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

From: Justin Nickel
Director of Public Works

Re: Addition of soft start motor starters to the 3 storm water pumps installed during the Turner Street Pump Station Upgrade Project #59012009

Policy Issue: City policy requires Change Orders to be approved and reported in the same manner as the original contract.

Recommendation: Staff recommends approving Change Request #3 adding soft start motor starters at a fee of \$28,059.00

Background: During design of the Turner St. Pump upgrade project Flygt brand Pumps which are traditionally used in the lift stations for the City of Marshalltown submitted a budgetary number of \$262,409.00. Fox Engineering felt this was a high cost and competitive equipment pricing was in the best interest of the city. The City approved Flygt Pumps and ABS Pumps in the bidding documents. Flygt submitted a bid of \$167,069.00 and ABS submitted a bid price of \$117,988.00. ABS pumps were selected and installed. Upon completion of the project it was discovered that the start up current required to start the ABS pumps was more than the generator could handle. The engineer determined that the starting current required by the ABS pumps is significantly higher than originally designed for. The addition of soft start motor starters will cause the motors to ramp up slowly over a 10 second period, thus requiring less initial current. These motor starters would have been included in the original project had it been discovered the start up current demand was higher with the ABS pumps. The engineering firms have offered to reimburse the city \$5500 and extend the service plan on the generator with an estimated value of \$2000, for a total of \$7500 contribution back to the city.

City Council

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



Budget Impact: Flygt bid price: \$167,069.00 - ABS bid price: \$117,988.00 = \$49,114.00 original savings using ABS. \$49,114.00 original savings - \$28,059.00 soft starters = \$21,055.00 project savings + \$7500.00 engineering contribution = Total Project savings using ABS pumps over Flygt \$28,555.00

Attachment: Agreement.

cc: Randy Wetmore, City Administrator
Bob Ranson, Superintendent Marshalltown WPCP

City Council

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



Change Order

No. 3

Project: Turner Street Pump Station Upgrade	Date of Contract: July 8, 2013
Owner: City of Marshalltown	Owner's Contract No.: 59012009
Engineer: FOX Engineering	Engineer's Project No.: 2407-12E
Contractor: Woodruff Construction LLC	Date of Issuance: July 7, 2014

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

DESCRIPTIONS:

- Item 1 Install and wire soft-starts for the storm pumps as detailed below and in the attached proposal.
- Provide 1 soft-start electronic starter for each of the three stormwater pumps. The soft-starts shall be rated to handle the following pump criteria:
 - 460 volt, 3-phase, 60 Hz, 140.9 amps (FLA), 91.4 kW, 100 HP, 886 RPM, NEMA K, 1200 amps of starting current, starting torque of 1910 ft-lbs and a moment of inertia of 57.2 lb ft², 8 pump starts per hour with a minimum ramp up time of 5 seconds and a maximum ramp up time of 30 seconds.
 - Start/stop signal to be provided with a 120 volt control signal from the PLC. Provide a single NEMA 1 enclosure to enclose all three soft-starts
 - Soft-starts shall be Allen Bradley SMC.
 - Mount soft-starts on the wall directly east of the existing MCC-A. Extend control wiring from the existing MCC to the soft-starts. Extend the existing 480 volt power wiring from the existing MCC to the soft-starts and back to the MCC. Wire the soft-starts in parallel with the existing across the line starters and provide a padlock on the existing MCC mounted starters. The existing starters to be used in a manual, 'hand' mode only.
 - Relocate the generator annunciator panel and EPO, along with a receptacle, to south of the doors to allow for wall space for the soft starts.
- Item 2 Provide a total of two years of Ziegler Watchguard preventative maintenance service on the 250 kW generator at the Turner Street Pump Station. Two service visits shall be provided annually, one level one and one level 2 as detailed on the attached specification sheet.

Attachments: Woodruff Change Request #3, Ziegler Maintenance Specification Sheet

CHANGE IN CONTRACT PRICE:

Original Contract Price:

\$869,700.00

☐ Increase ☐ Decrease from previously approved Change Orders:

\$4,036.00

Contract Price prior to this Change Order:

\$873,736.00

☒ Increase ☐ Decrease of this Change Order:

\$28,059.00

Contract Price incorporating this Change Order:

\$901,795.00

CHANGE IN CONTRACT TIMES:Original Contract ☐ Working ☒ Calendar
Substantial completion: April 30, 2014

Ready for final payment: May 31, 2014

☐ Increase ☐ Decrease from previously approved Change Orders:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times prior to this Change Order:

Substantial completion: April 30, 2014

Ready for final payment: May 31, 2014

☐ Increase ☐ Decrease of this Change Order:

Substantial completion (days): 0

Ready for final payment (days): 0

Contract Times with all approved Change Orders:

Substantial completion: April 30, 2014

Ready for final payment: May 31, 2014

RECOMMENDED:

By: [Signature]
Engineer (Authorized Signature)Date: 7/7/14

ACCEPTED:

By: _____
Owner (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
Contractor (Authorized Signature)Date: 7/7/14

1890 Kountry Lane - Phone (515) 576-1118 - Fax (515) 955-2170 - Fort Dodge, IA 50501

Description: Soft Starts for Pumps

Per attached equipment information, please select which soft start method you would like on the Turner Street project.

Allen Bradley Equipment (Attached):

Lowry Electric \$24,850.00

A.B. Material Breakdown: \$19,664.00

Lowry Labor: \$5,186.00

Woodruff Supervision: 5 Days (half-time) x \$35 = \$1,400.00

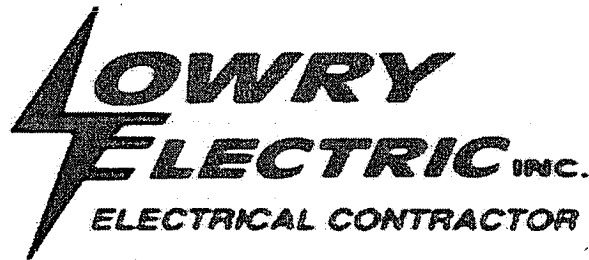
Woodruff Ins/Bond (1.8%): \$473.00

Woodruff OH&P (5%): \$1,336.00

Total Add \$28,059.00

OPTION: ICS Healy Ruff has offered to return to the project to do startup on the (3) pumps upon completion. If this is required by City of Marshalltown or Engineer, please add \$850.00 to the above price.

Description	Production Units	Labor	Burden	Material	Equipment	Subcontract	Other	Price
BOND	0.00 MH						\$473.00	\$473.00
JOB SUPT & CO VEHICLE/FUEL	0.00 MH	\$1,000.00	\$400.00					\$1,400.00
ELECTRICAL SUB/LOWRY ELECTRIC	0.00					\$24,850.00		\$24,850.00
	Subtotal:	1,000.00	400.00	0.00	0.00	24,850.00	473.00	26,723.00
				Woodruff OH&P		\$26,723.00	5.00%	\$1,336.00
							Total:	\$28,059.00



PO Box 447
405 W MADISON STREET
MONTEZUMA, IA 50171

641-623-3170
FAX 641-623-0052
24 Hr Emergency Service

Proposal Submitted to: Woodruff Construction
Attention: Luke Wall
Project: Marshalltown Turner Street Pump Station Soft Starts
Phone:
Email: lukew@woodruffcompanies.com
Date: June 9, 2014

We hereby propose to provide labor and material to install:
3-A-B 150-C201 NBD Allen Bradley soft starts
1-72x60x18 cabinet
Wire way and wiring to connect existing MCC pump buckets to soft starts.
Relocate generator remote annunciator panel, EPO and GFCI receptacle to south side of doors.

FOR THE SUM OF: Twenty Four Thousand Eight Hundred Fifty Dollars and no cents. (\$24,850.00)

NOTES: Soft starts quoted are based off of motor information provided. Lowry Electric, Inc. assumes no responsibility and is not liable for issues arising due to incompatibility of soft starts with pump motors or generator. All equipment to be approved by engineer prior to ordering and installing.

Payments to be made as follows: All invoices are due upon receipt.

ACCEPTANCE OF PROPOSAL – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance

Authorized Signature

Note: This proposal may be withdrawn by Lowry Electric, Inc. if not accepted within 30 days.

If this transaction is cancelled after acceptance, you will be responsible for any charges (material or labor) that have been incurred prior to the request of cancellation.

This proposal is for completing the job as described above. It is based on our evaluation and does not include price increases (valid for 72 hours only) or additional labor or materials, which may be required, should unforeseen problems arise after the work has started.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written or verbal approval, and will become an extra charge over and above the estimate. Owner is to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

*A service charge of 1.5% per month will be charged on all balances 30 day past due. Invoices not paid in full within 45 day of due date will incur attorney/collection fees.

2014-07-04

**RESOLUTION IN SUPPORT OF MARSHALLTOWN MEDICAL & SURGICAL
CENTER'S EFFORT TO BUILD A CANCER TREATMENT CENTER IN
MARSHALLTOWN, IOWA**

WHEREAS Marshalltown Medical & Surgical Center (MMSC) has been critical to the health and wellness needs of the citizens of Marshall County and surrounding communities.

WHEREAS Cancer is the second most common cause of death in the United States.

WHEREAS Marshall, Tama and other surrounding County's have no Cancer Treatment Center utilizing radiation therapy for cancer patients to access.

WHEREAS there are 93,416 people within a 30 mile radius of Marshalltown that would benefit from a Cancer Center option closer to home.

WHEREAS residents of Marshall and Tama Counties (combined population of 58,393) have a higher incidence of breast, colon and prostate cancer.

WHEREAS the City Council of Marshalltown, Iowa, finds that supporting a Cancer Treatment Center facility 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 MMSC's efforts to build a Cancer Treatment Center in Marshalltown and urge the Iowa Health Facilities Council to approve Marshalltown Medical & Surgical Center's Certificate of Need application for a Cancer Treatment Center.

Section 2. That the City Council of Marshalltown, Iowa, pledges to support and work with MMSC to make a Cancer Treatment Center a reality.

Passed this 28th day of July, 2014, and signed this _____ day of July, 2014.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

JN
2014-095

RESOLUTION 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

WHEREAS the City of Marshalltown, Iowa, requested bids from various commercial salt suppliers, for salt for ice and snow control for the 2014-2015 fiscal year, therefor,

WHEREAS Independent Salt Company submitted a low bid of \$71.97 per ton delivered to the Public Works Department which is now before this Council for final approval.

<u>Name and Address</u>	<u>Bid Amount</u>
INDEPENDENT SALT COMPANY KANOPOLIS, KS	\$71.97 per ton

After consideration of all bids filed, it was determined by the Council that the bid of Independent Salt Company is the best and lowest responsible bid as is herein outlined.

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

That the bid Of Independent Salt Company for providing salt for ice and snow control in the City of Marshalltown, Iowa, in the amount of \$71.97 per ton is hereby accepted, approved, and awarded.

BE IT FURTHER RESOLVED that the Mayor and City Clerk are hereby authorized to approve and execute the contracts on behalf of the City of Marshalltown, Iowa.

Passed this 28th day of July, 2014, and signed this _____ day of _____, 2014.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

7-14-14

FORMAL BULK SALT BID 2014

The City of Marshalltown, Street Division, is requesting formal bids for bulk salt delivered to our storage facility at 905 E Main Street in Marshalltown, Iowa. This is for deicing salt, per ton. Consideration will be given for past performance in product delivery and availability.

Bids should be sent to City Hall, c/o Salt Bid, Public Works Department, 24 N Center Street, Marshalltown Iowa 50158. Bids must be received by Tuesday, July 22, 2014 at 10:00 A.M. Plainly mark envelope "Salt Bid". For more information contact Public Works Department at 641-754-5748.

Thank you

Jeff Roads
Street Superintendent

FORMAL BID

Date 07/16/2014

Company Name Independent Salt Company

Address P. O. Box 36 Kanopolis, KS 67454

Per ton: 71.97 ** by truck Per ton: NO BID by rail

** highly likely that due to heavy "summer fill" demand that
no availability until after 11/01/2014.

Signed 
S. K. Olson, VP-Distribution

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



Memo

To: Mayor and Council
From: Shari Coughenour, City Clerk
CC: Department Heads
Date: 7/25/2014
Re: Mobile Food Vendor Ordinance Change

The council heard a request from a mobile food vender asking for expansion of sales time at a previous council meeting during public comment. The request would affect sales by transient merchants, including those that set up to sell household items, rugs, and some wholesale / retail food vendors. The current ordinance excludes local farm produce and vendors operating during special community-wide events.

Mobile Food Vendors must have a current State Food license. **Current state code requires mobile food vendors to move back to base of operations after three days of mobile food sales at any place.** The State conducts routine and random inspections and responds to customer concerns regarding food safety, including sanitation. I've attached the current application, city code and calendar used to indicate sales dates at specific properties.

The current ordinance places the following restrictions on transient merchants, including mobile food vendors:

1. Where: Operate on paved portions of private commercial properties no more than seven days per calendar month.

(Vendors may operate on four separate commercial properties and have 28 days of sales in one month, providing they comply with the state's "three day rule")

2. Time: May operate only on private commercial properties between 6 am – 11 pm with an exception for third shift business upon employer consent to use of its business premises for that purpose and that neither traffic nor nearby residents will be adversely affected.

The council may consider removing the time restriction as well as the no more than seven days per month restriction at any private commercial property, providing they locate entirely on a paved surface.

If the council desires to keep the seven days per month at any one private commercial place but allow merchants to sell all night, it is suggested to change the language to count the days on a calendar day, i.e., midnight to midnight.

APPLICATION FOR PERMIT PEDDLER, SOLICITOR AND TRANSIENT MERCHANT

Fees. per person:

\$6 per day, \$25 per week, \$60 per month, \$200 per year.

City Permit Number: _____

License Dates: _____ to _____

Company Name _____ Company Phone# _____ Local Manager Name _____ Local Phone# _____

Company Address _____ Street _____ City _____ State/Zip _____ Local Address _____

Activity. Describe the product you are selling, promoting, or type of literature you are distributing:

Activity Location: Describe location of sales activities and length of time requested to be covered by this license
(Calendar for each location, no more than 7 days per month required for Transient Merchants):

Is the item taxable? _____ No. If Yes: _____ Iowa State Sales Tax Permit No.: _____

Selling Food? _____ No. If Yes: _____ Iowa State Food Permit No.: _____ Food Permit Exp Date: _____

References. List the last three places of business and dates of sales activities.

Include name of agencies issuing sales permits and their phone no.

Reference Name	Address	Dates of Sales Activities	Phone Number
1.			
2.			
3.			

1.

2.

3.

Description of all vehicles used in your selling effort in Marshalltown

Car	Make	Model	Color	LIC Plate#	State

(Application: Page 1 of 2)

Violations of City Ordinances by Permittees,

including but not limited to placing signs on city right of way, or offsite,

may be cause for suspension or revocation of the permit and denial of future permits

Exemptions: Newspaper Carriers, Farmers &

Gardeners selling products they have grown;

Persons making sales by appointment.

Verified 501(c)(3) organizations

may be eligible for a free license.

Note that an application is required.

Contact the Clerk's office for information.

Revised: July 2011

Description of all persons who will be going door to door (submit additional page if there are more than six persons)							
Name	Birth Date	Drivers Lic#/State	Sex	Race	Ht.	Wt.	Photo & DCI ?
1.							
2.							
3.							
4.							
5.							
6.							

On File:		For more information, contact	
1. Completed DCI Background Check(s)	Y / N	Iowa Division of Criminal Investigation	(515) 725-6066
2. Copy of State Sales Tax Permit	Y / N	Taxpayer Services Iowa Dept of Revenue	515-281-3114 or 800-367-3388 www.state.ia.us/tax/
3. Copy of State Food Permit (if applicable)	Y / N	Iowa Department of Inspections and Appeals Food & Consumer Safety Bureau	515-281-6538
4. Recent Photograph of Vendor (or copy of valid ID)	Y / N		
5. Payment of License fee	Y / N		
For Transient Merchants / Mobile Food Units			
6. Photo of mobile sales unit (if applicable)	Y / N		
7. Inspection of mobile sales unit by City Clerk	Y / N		
8. Written Permission by property owner	Y / N		
9. Calendar of sale dates, no more than 7 days per month during term of license	Y / N		

I, the undersigned applicant, acknowledge receipt of the requirements relating to operations under this permit and will operate pursuant to those requirements.

Printed Name of Applicant (Application: Page 2 of 2)	Applicant's Signature	Date of Application
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**Violations of City Ordinances by Permittees,
including but not limited to placing signs on city right of way, or offsite,
may be cause for suspension or revocation of the permit and denial of future permits**

Exemptions: Newspaper Carriers, Farmers &
Gardeners selling products they have grown;
Persons making sales by appointment.

Verified 501(c)(3) organizations
may be eligible for a free license.
Note than an application is required.
Contact the Clerk's office for information.

DIVISION 7. PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS

Sec. 17-154. Definitions. For use in this Division, the following terms are defined:

Special community-wide event means any event or community celebration for which a public use permit under Section 21-2 of this code for assemblies, parades and demonstrations has been issued.

Peddler means any person who sells or offers for sale for immediate delivery goods or merchandise from house-to-house, business-to-business, or upon public property.

Solicitor means any person who solicits or attempts to solicit from house-to-house, business-to-business or upon public property an order for goods, subscriptions or merchandise to be delivered at a future date.

Transient merchant means any person, firm or corporation who engages in a merchandising business from a mobile facility or vehicle at any parcel for a period of seven days or less during any calendar month.

Sec. 17-155. License Required. Unless otherwise excepted by other provisions of this Chapter, any peddler, solicitor or transient merchant operating within this city without first obtaining a license for such activity as herein provided, or operating in violation of the terms of the license, commits a simple misdemeanor subject to a fine for each such occurrence not to exceed the maximum amount permissible under state law, which is currently \$625 plus applicable surcharges and court costs.

Sec. 17-155.1 Certain Exemptions.

(1) The following persons shall be excepted from the license requirement:

- (a) Newspaper carriers;
- (b) Farmers and gardeners selling agricultural products they have grown; and
- (c) Persons operating during special community-wide events, as defined herein.

(2) While excepted from the license fee requirement, authorized representatives of religious, non-profit and charitable organizations, or sponsors of a charitable event, desiring to solicit money or to distribute pertinent literature, must first submit in writing to the city clerk for approval the name of such organization or sponsor and charitable purpose for which such activity is sought, the names and addresses of the officers and directors of the organization, satisfactory verification of its 501(c)(3) tax exempt status, specification of the dates and times during which such activities are to be conducted and of the amounts of any commissions, fees or wages which are to be charged in connection with the activity. Upon proper application by a bona fide charitable or religious organization, the city clerk shall issue the applicable license containing the above information to the applicant free of charge, subject to the time limitations as set forth in this Division.

Sec. 17-156. Application for License. A written application shall be filed with the city clerk for a license under this ordinance unless exempted under Section 17-155.2. Such application shall set forth the applicant's name; permanent and local address; business address, if any; local and permanent telephone number; physical description of the applicant; and recent photograph. The application also shall set forth the applicant's employer, if any, and the employer's address, telephone number, the nature of the applicant's business, the last three (3) places of such business. An applicant for a license shall also provide a copy of a current Department of Criminal Investigations (DCI) background check. The application shall also set forth the locations of activities and the length of time requested to be covered by the license and be accompanied by current written permission from any property owner upon whose property a transient merchant will be operating, or whose property (including parking) will be affected by the transient merchant's operation. Transient Merchants shall also provide recent photographs of all sides of the mobile facility or vehicle which accurately depicts the current condition of the facility or vehicle, and upon request shall make the facility or vehicle available for visual inspection by the City Clerk or Clerk's designee at a reasonably convenient location.

Sec. 17-156.1. State Sales tax permit required. Before a license is issued under provisions of this Division, the applicant for license shall submit to the city clerk for inspection and copying a state sales tax permit when taxable items are intended to be sold.

Sec. 17-156.2. State Food License required. Before a license is issued under provisions of this division, the applicant for license shall submit to the city clerk a state food sales permit when applicable food items are intended to be sold.

Sec. 17-157. Issuance of License. If the city clerk finds the application in conformity with the requirements of

this Division, that all federal and state law requirements have been met, that the facts stated within the application are accurate, that the applicant has not committed a crime of violence, theft, fraud or dishonesty, other than simple misdemeanors, has committed no prior violations of this Division and is not a person required to register as a sex offender, the city clerk shall issue a license upon payment of the applicable fee. The Clerk may rely upon the results of any routine background check without responsibility for verifying the accuracy of any information contained therein.

Sec. 17-157.1. Permitted Locations. Peddler or Solicitor Licenses are issued for use in locations across the city without restrictions. Transient Merchants are permitted to operate only on paved portions of private commercial property locations as identified on the application and or permit, for periods of seven days or less during any calendar month, unless otherwise restricted as specified in the License, or unless prior permission to operate in a City Park has been obtained from the Parks and Recreation Department of the City of Marshalltown.

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 p.m., Monday through Saturday. Transient Merchant Licenses issued for private commercial properties allow sales activities only between the hours of 6:00 a.m. and 11:00 p.m., Sunday through Saturday. Hours of operation may be extended for transient merchants to operate at business locations where third shifts are employed, upon proper showing that the employer consents to use of its business premises for that purpose and that neither traffic nor nearby residents will be adversely affected.

Sec. 17-157.3. Permitted Mobile Facilities or Vehicles. Mobile vendors shall operate only from facilities or vehicles which are structurally sound, in good repair and appearance, with no visible rust or damage. Adequate waste disposal receptacles shall be conveniently provided for customer use. No waste or garbage shall be allowed to accumulate on the exterior of the facility or vehicle. All grease shall be disposed of lawfully. Electrical connections shall be outdoor rated with functioning ground fault interrupters (GFIs) and no extension cords shall cross any sidewalk or public access. Electrical connections across any sidewalk or public access shall be made by proper underground wiring method in compliance with the National Electric Code (NEC).

Sec. 17-158. Fees. Except as provided in Section 17-155.2, every applicant for a license under this Division shall pay the fee, set by Council Resolution, before a license shall be issued.

Sec. 17-159. Display of License. Each solicitor or peddler shall at all times while doing business in this city keep in their possession and display upon request of any city official, peace officer or prospective customer, the license issued pursuant to this Division, and shall, upon the request of prospective customers, exhibit the license as evidence that they have complied with all requirements of this ordinance. Each transient merchant shall publicly and visibly display the license at its temporary place of business. Licenses issued to any entity under the provisions of this Division are not transferable in any situation and grants authority only to the entity filing the application.

Sec. 17-160. Revocation of License. Notwithstanding Section 17.1.1, if the licensee, in the application for the license or in the course of conducting their business, has made incorrect or fraudulent statements, or has conducted their business or activity in an unlawful manner, or violated an ordinance or statute, including placement of illegal signage, or if the licensee has conducted their business in such manner as to endanger the public welfare or safety, the city clerk may revoke any license issued under this ordinance.

Sec. 17-160.1. Right to Appeal Revocation. The licensee may appeal the revocation of the license to the city council at its next regularly scheduled meeting by filing with the clerk a written request for an appeal to the city council. The city council may affirm, modify or reverse its decision or the decision of the clerk to revoke such license.

Sec. 17-161. Penalty. Anyone violating any of the provisions of this ordinance shall, upon conviction, be subject to the penalties as provided in Section 1-8 and 1-9 of this Code.

Transient Merchant Calendar for Location (address) _____

Select (circle) no more than seven days per month for sales activity.

Signature /Name & Date of Property Owner Approving Location of Sales _____

License # _____ License Dates _____ to _____ Vendor Name _____

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Calendar generated on www.timeanddate.com/calendar

Transient Merchant Calendar for Location (address) _____

Select (circle) no more than seven days per month for sales activity.

Signature /Name & Date of Property Owner Approving Location of Sales _____

License # _____ License Dates _____ to _____ Vendor Name _____

July 2013						
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TRW



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

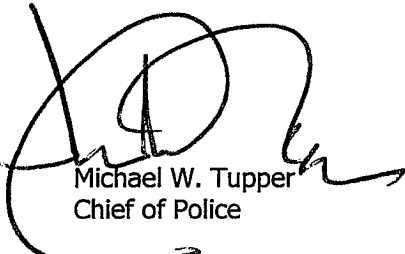
FROM: Michael W. Tupper
Chief of Police

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

2014



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: 07/22/2014
RE: Civil Infraction Penalties

The police department has been responsible for the oversight of various code enforcement issues for approximately two years now. The goal has always been to work with the community to address quality of life issues and concerns. We routinely investigate dozens upon dozens of code violations at any given time. When investigating violations, we work very hard to obtain voluntary compliance with the law. The objective is always to abate the problem without having to issue citations.

Unfortunately, we do frequently deal with repeat offenders, or offenders who refuse to work with our code enforcement personnel, to resolve these problems. Currently, for many of the offenses we investigate, the civil penalty for violations is \$100.00 for first offenses and \$200.00 for repeat offenses. These financial penalties do not seem to be motivating factors for our repeat or uncooperative offenders to voluntarily comply.

State law authorizes the penalties for these civil infractions to be \$750.00 for a first offense and \$1000.00 for a repeat offense. After consulting with the city attorney, staff recommends that the City of Marshalltown amend the city code and adopt these higher penalties for civil infractions. This does not mean the police department will be issuing more municipal infraction citations to address these offenses. Voluntary compliance with the law remains the objective. I strongly believe that increasing the penalty as recommended will serve as a deterrent and will persuade more offenders to voluntarily comply and cooperate with these code enforcement investigations.

If you have any questions or concerns about this recommendation, please let me know.

A handwritten signature of Michael W. Tupper, Chief of Police, in black ink. The signature is stylized and appears to be "M. Tupper".

Michael W. Tupper
Chief of Police
2014-45

Cc: Shari Coughennour, City Clerk

CITY COUNCIL

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

AN ORDINANCE AMENDING THE MARSHALLTOWN CITY CODE, 2013
RECODIFICATION, BY AMENDING THE PENALTIES APPLICABLE TO ALL 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. 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 this ____ day of _____, 2014 and signed this ____ day of _____, 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