

1. Agenda

Documents:

[AGENDA.PDF](#)

2. Supporting Meeting Documents

Documents:

[BILL LIST.PDF](#)

[LED LIGHTING.PDF](#)

[MINUTES.PDF](#)

[POLICE SOFTWARE RECOMMENDATION MEMO AND CONTRACT.PDF](#)



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
February 24, 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:

Firefighter Chad Jones, recognition of ten years of service

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 February 10, 2014
- 2) Approve Bill List in the amount of \$1,085,847.48.
- 3) Approve purchase of Superintendent Sewer Department, ¾ ton 4x4 truck, from Jensen Ford \$25,980 with trade in.
- 4) Receipt of Building Report for January 2014
- 5) Resolution 2014-011 Approving Applications for Tax Abatement within Approved Urban Revitalization Areas of the City of Marshalltown, Iowa.
- 6) Resolution 2014-012 Approving Contracts for Property Acquisition, Easements, relating to Iowa River Interceptor Sewer Project 59011019.
- 7) Resolution 2014-013 Ordering Construction, Iowa River Interceptor Sewer Project 59011019
- 8) Resolution 2014-014 Approving Grant Application for Governor's Traffic Safety Bureau grant, FY 2015.
- 9) Liquor Licenses: New: Marshalltown Area Speedway, Kruse Motor Sports, Inc., Class B Beer Application, Seasonal; and Central Iowa Fair, add two Five Day Special Class C Liquor Licenses, March 15, 2014, and July 9-13, 2014, to existing license.
- 10) Liquor Licenses Renewals: (pending fire inspection)

Class E Liquor License: Hy Vee Food & Drugstore; Fareway Stores #467; TP Plaza

Class C Liquor License: Brewsters; American Legion; Salon Diana; Corner Tap, Calvin Rockett Bar & Grill

Class C Beer Carry Out: Kwik Star #706; El Vaquero Grocery

(end of consent agenda items)

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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.



MOTIONS

- 11) Budget Discussion –set hearing for March 24, 2014.
- 12) Street Program proposal for 2014 and 2015
- 13) LED Lighting

RESOLUTIONS:

- 14) Resolution 2014-015 to Fix a Date for a Public Hearing on a Loan Agreement in a Principal amount not to exceed \$225,000, regarding General Obligation Police and Fire Station Loan Agreement.
- 15) Resolution 2014-016 to Fix a Date for a Public Hearing on a Sanitary Sewer Improvement Loan Agreement in a Principal Amount not to exceed \$3,000,000, regarding a Sewer Revenue Improvement Loan Agreement.
- 16) Resolution 2014-017 to Fix a Date for a Public Hearing on a General Obligation Loan Agreement in a Principal Amount not to exceed \$2,000,000, regarding a General Obligation Corporate Purpose Loan Agreement.
- 17) Resolution 2014-018 to Fix a Date for a Public Hearing on a Storm Water Utility Revenue Loan Agreement, in a Principal Amount not to exceed \$1,000,000.
- 18) Resolution 2014-019 to Approve Purchase Contract with Zuercher Technologies, LLC, of Sioux Falls, South Dakota, regarding Police Department Software, total cost \$275,754.00, five year payments at 0% interest, benefiting both City of Marshalltown and the Marshall County E911 Board.

DISCUSSION: March 10, 2014, Agenda in process

- 19) Survey Truck Bids
- 20) Plans & Specifications Iowa River Interceptor Sewer Project 59011019, public hearing on April 14, 2014.
- 21) Certificate of Completion and Final Project Costs, Sidewalk and Ramp Replacement 2013 project 76012023, Construct, \$495,558.38
- 22) Union Contracts
- 23) Hilltop and S 8th Street Treatment Options – topic requires further investigation, additional report in two weeks.

PUBLIC COMMENTS:

CLOSED SESSION

- 24) Closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Iowa Code § 21.5(1)(j) (2011), as amended by, Senate File 289, 84th G.A., 1st Sess., § 5 (Iowa 2011);

OPEN SESSION (if appropriate and recommended by legal counsel)

- 25) Council to adopt recommendations of legal counsel proposed in closed session.

ADJOURNMENT:

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COUNCIL DATE: February 24, 2014

VISA	\$10,845.48
ACH'S	\$131,883.62
CHECKS	\$409,702.19
PAYROLL #4	\$533,416.19
VOIDS	\$0.00
	\$1,085,847.48 TOTAL FOR COUNCIL

101310.5450.000	A T & T	WIRELESS	31.89
101421.5600.450	ADLAND ENGRAVING CO INC	1 SOCCER/10 SHIRTS	91.00
206710.5340.010	ADVANCED GARAGE DOORS, INC	REPLACE RAY	1,250.00
101420.5600.450	ADVENTURE LANDS OF AMERICA	Tickets	128.00
101860.5231.050	AHLERS & COONEY,PC	LEGAL FEES	1,027.35
101860.5231.820	AHLERS & COONEY,PC	LEGAL FEES	299.65
206710.5600.000	AIRGAS USA, LLC	SAFETY GLASSES	4.20
101110.5450.000	ALLIANCE CONNECT	02/01-02/28	451.68
101140.5450.000	ALLIANCE CONNECT	02/01-02/28	129.28
101310.5450.000	ALLIANCE CONNECT	02/01-02/28	129.28
101420.5450.000	ALLIANCE CONNECT	02/01-02/28	186.96
101440.5450.000	ALLIANCE CONNECT	02/01-02/28	60.78
101480.5450.000	ALLIANCE CONNECT	02/01-02/28	30.39
101560.5450.000	ALLIANCE CONNECT	02/01-02/28	33.48
101561.5450.000	ALLIANCE CONNECT	02/01-02/28	33.48
101581.5450.000	ALLIANCE CONNECT	02/01-02/28	31.93
101770.5450.000	ALLIANCE CONNECT	02/01-02/28	33.48
101820.5450.000	ALLIANCE CONNECT	02/01-02/28	31.93
101830.5450.000	ALLIANCE CONNECT	02/01-02/28	33.48
101831.5450.000	ALLIANCE CONNECT	02/01-02/28	33.48
101840.5450.000	ALLIANCE CONNECT	02/01-02/28	65.41
101850.5450.000	ALLIANCE CONNECT	02/01-02/28	65.41
101870.5450.000	ALLIANCE CONNECT	02/01-02/28	31.93
101890.5450.000	ALLIANCE CONNECT	02/01-02/28	186.96
101890.5450.000	ALLIANCE CONNECT	02/01-02/28	4.95
101891.5450.000	ALLIANCE CONNECT	02/01-02/28	60.78
152451.5450.000	ALLIANCE CONNECT	02/01-02/28	31.93
206120.5450.000	ALLIANCE CONNECT	02/01-02/28	31.93
206710.5450.000	ALLIANCE CONNECT	02/01-02/28	95.80
206760.5450.000	ALLIANCE CONNECT	02/01-02/28	33.48
233410.5450.000	ALLIANCE CONNECT	02/01-02/28	30.39
276210.5450.000	ALLIANCE CONNECT	02/01-02/28	31.93
276210.5450.000	ALLIANCE CONNECT	02/01-02/28	33.48
276210.5450.000	ALLIANCE CONNECT	02/01-02/28	33.48
278690.5450.000	ALLIANCE CONNECT	02/01-02/28	97.34
290113.5450.000	ALLIANCE CONNECT	02/01-02/28	228.16

290113.5450.000	ALLIANCE CONNECT	02/01-02/28	37.45
510531.5450.000	ALLIANCE CONNECT	02/01-02/28	14.01
520520.5450.000	ALLIANCE CONNECT	02/01-02/28	105.07
520590.5450.000	ALLIANCE CONNECT	02/01-02/28	21.01
550780.5450.000	ALLIANCE CONNECT	02/01-02/28	62.32
101310.5480.010	ALLIANT UTILITIES IES	12/17-1/21	2,598.15
101310.5480.020	ALLIANT UTILITIES IES	12/17-1/21	1,309.65
101410.5480.010	ALLIANT UTILITIES IES	01/02-02/028	176.67
101410.5480.010	ALLIANT UTILITIES IES	1/03-01/31	16.39
101410.5480.010	ALLIANT UTILITIES IES	1/03-1/30	21.08
101410.5480.010	ALLIANT UTILITIES IES	1/08-2/05	11.81
101410.5480.010	ALLIANT UTILITIES IES	1/07-2/03	18.77
101410.5480.010	ALLIANT UTILITIES IES	1/07-2/03	23.60
101410.5480.010	ALLIANT UTILITIES IES	1/07-2/03	24.18
101420.5480.010	ALLIANT UTILITIES IES	12/27-01/28	111.12
101440.5480.010	ALLIANT UTILITIES IES	12/27-01/29	70.64
101440.5480.020	ALLIANT UTILITIES IES	12/27-01/29	19.83
206120.5480.010	ALLIANT UTILITIES IES	1/03-1/31	26.02
206120.5480.010	ALLIANT UTILITIES IES	1/02-1/29	23.25
206120.5480.010	ALLIANT UTILITIES IES	12/27-1/29	61.32
206120.5480.010	ALLIANT UTILITIES IES	12/27-01/29	43.00
206120.5480.010	ALLIANT UTILITIES IES	12/30-1/29	32.32
206120.5480.010	ALLIANT UTILITIES IES	12/27-01/28	18.99
206120.5480.010	ALLIANT UTILITIES IES	12/27-1/28	30.41
206120.5480.010	ALLIANT UTILITIES IES	12/30-1/28	34.03
206120.5480.010	ALLIANT UTILITIES IES	1/13-2/10	160.56
206120.5480.010	ALLIANT UTILITIES IES	1/14-2/11	16.39
206120.5480.010	ALLIANT UTILITIES IES	1/14-2/11	27.41
206160.5480.010	ALLIANT UTILITIES IES	1/07-2/04	125.45
206160.5480.010	ALLIANT UTILITIES IES	1/07-2/03	101.33
206160.5480.010	ALLIANT UTILITIES IES	01/02-01/30	15,306.37
206160.5480.010	ALLIANT UTILITIES IES	12/28-1/29	32.35
206160.5480.010	ALLIANT UTILITIES IES	12/27-1/28	57.23
206160.5480.010	ALLIANT UTILITIES IES	12/18-1/22	106.97
281690.5480.010	ALLIANT UTILITIES IES	01/15-02/11	84.35
281690.5480.020	ALLIANT UTILITIES IES	01/15-02/11	102.67
520590.5480.010	ALLIANT UTILITIES IES	12/27-1/29	300.11
520590.5480.010	ALLIANT UTILITIES IES	1/07-2/03	45.72
101310.5600.000	AMAZON.COM	SUPPLIES	55.65
101310.5732.300	AMAZON.COM	BOOK	5.99
101310.5732.300	AMAZON.COM	REFUND	(7.19)
101310.5732.300	AMAZON.COM	BOOK	10.98
101310.5732.300	AMAZON.COM	BOOKS	54.84
101310.5732.300	AMAZON.COM	BOOK	12.71
101310.5732.300	AMAZON.COM	BOOK	65.12
101310.5732.320	AMAZON.COM	LOST/MEMORIAL	9.18
101310.5732.320	AMAZON.COM	LOST/MEMORIAL	6.53
101310.5732.320	AMAZON.COM	LOST/MEMORIAL	10.77

101310.5732.320	AMAZON.COM	LOST/MEMORIAL	13.88
101310.5732.320	AMAZON.COM	LOST/MEMORIAL	7.89
242310.5280.000	AMAZON.COM	APP SERVICE	2.99
101310.5460.000	AMERICAN LIBRARY ASSOCIATION	CONFERENCE	230.00
101870.5280.000	AMERICAN PLANNING ASSOC	2014 APA ME	244.00
101240.5331.500	ANIMAL RESCUE LEAGUE	MONTHLY PAYMENT	3,620.42
276210.5320.000	AREA SANITATION	110/112 W LINN ST	90.00
278690.5240.510	ARLINGTON INVESTMENTS	RENT ASSIST	448.00
101770.5570.000	ARNOLD MOTOR SUPPLY	BATTERY/CORE	254.98
206710.5570.000	ARNOLD MOTOR SUPPLY	LABOR/PARTS	40.64
206710.5340.010	AUS DES MOINES MC LOCKBOX	MAT SERVICE	53.90
206710.5340.010	AUS DES MOINES MC LOCKBOX	MAT SERVICE	53.90
206710.5340.010	AUS DES MOINES MC LOCKBOX	MAT SERVICE	53.90
206710.5340.010	AUS DES MOINES MC LOCKBOX	MAT SERVICE	53.90
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVD'S	29.15
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVD'S	19.67
101310.5732.300	BAKER & TAYLOR ENTERTAINMENT	DVD'S	98.98
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	113.61
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	33.34
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	15.11
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	33.34
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	16.79
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	15.68
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	23.00
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	13.99
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	470.78
101310.5732.300	BAKER & TAYLOR INCORP	BOOKS	260.79
101310.5732.320	BAKER & TAYLOR INCORP	LOST/MEMORIAL	10.19
101310.5732.320	BAKER & TAYLOR INCORP	LOST/MEMORIAL	14.55
101310.5732.320	BAKER & TAYLOR INCORP	LOST/MEMORIAL	13.99
684990.5230.000	BERNIE LOWE & ASSOCIATES, INC	MONTHLY CONTRACT	2,236.50
101310.5732.300	BLACKSTONE AUDIO, INC.	AUDIO BOOKS	250.00
101881.5600.000	BLINK ELECTRIC MOTORS INC	OP SUPPLIES	20.00
520520.5600.000	BLINK ELECTRIC MOTORS INC	CENTRATE	14.00
101770.5570.000	BOB'S FARM CENTER INC	#1DF- AIRPORT	341.91
206710.5570.000	BOB'S FARM CENTER INC	DTE24	168.00
206710.5570.000	BOB'S FARM CENTER INC	MOBILTRANSFLUID	87.00
520520.5600.000	BOB'S FARM CENTER INC	OFF ROAD DIESEL	897.01
206760.5460.000	BOONE PIZZA RANCH	TRAINING/TRAVEL	8.74
278690.5240.510	BRANT LUENSE	RENT ASSIST	368.00
520520.5600.000	BRENNTAG GREAT LAKES LLC INC	HYDRATED LI	1,293.20
101310.5732.300	BRODART INC	SPANISH BOOK	4.09
101310.5732.300	BRODART INC	BOOKS	196.75
101310.5732.300	BRODART INC	BOOKS	57.28
101310.5732.300	BRODART INC	JUVENILE BOOK	63.77
101310.5732.300	BRODART INC	JUVENILE BOOK	117.18
101310.5732.300	BRODART INC	JUVENILE BOOK	136.63
101310.5732.300	BRODART INC	BOOKS	78.37

101310.5732.300	BRODART INC	GRAPHIC BOOK	46.72
101310.5732.300	BRODART INC	LOST/SPANISH	26.02
101310.5732.300	BRODART INC	JUVENILE BOOK	19.25
101310.5732.300	BRODART INC	BOOKS	83.25
101310.5732.300	BRODART INC	JUVENILE BOOK	10.16
101310.5732.300	BRODART INC	GRAPHIC BOOK	33.26
101310.5732.300	BRODART INC	BOOKS	257.87
101310.5732.320	BRODART INC	BOOKS	42.77
101310.5732.320	BRODART INC	BOOKS	52.90
101310.5732.320	BRODART INC	LOST/SPANISH	144.68
242310.5732.300	BRODART INC	BOOKS	69.69
242310.5732.300	BRODART INC	GRAPHIC BOOK	136.43
242310.5732.300	BRODART INC	BOOKS	20.17
242310.5732.300	BRODART INC	BOOKS	35.30
242310.5732.300	BRODART INC	BOOKS	123.40
520520.5132.000	BROWN'S SHOE FIT CO	SLINGLUFF -	154.99
271690.5240.500	BRYNGELSON CORP	709 N 4TH AVE	540.00
101140.5132.000	CABEZON GROUP	POLO SHIRT	28.50
101110.5132.000	CARPENTER UNIFORM COMPANY	COAT-BROOKE	166.05
101110.5132.000	CARPENTER UNIFORM COMPANY	UNIFORM SHIRT	63.81
206710.5570.000	CARQUEST AUTO PARTS STORES	START #78	260.12
206710.5570.000	CARQUEST AUTO PARTS STORES	FILTERS	26.01
550780.5570.000	CARQUEST AUTO PARTS STORES	OTC1526 3.5	224.06
101110.5570.000	CASEY'S	FUEL	42.84
101891.5600.000	CDW GOVERNMENT INC	APC UPS BATTERY	36.76
101141.5460.000	CE SOLUTIONS c/o LEE HENRY	4 ONE YR 10	180.00
101310.5732.300	CENGAGE LEARNING INC	BOOK	19.46
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	216.65
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	79.46
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	107.21
242310.5732.300	CENGAGE LEARNING INC	LARGE TYPE BOOKS	320.68
101310.5600.000	CENTRAL IOWA DISTRIBUTING INC	MELT/MATS/	166.00
101580.5562.000	CENTRAL IOWA FARM STORE INC	#805 BROOM	(25.36)
101580.5562.000	CENTRAL IOWA FARM STORE INC	#805 BROOM	50.72
206712.5570.000	CENTRAL IOWA MACHINE SHOP INC	BOSS CUTTIN	411.65
520520.5410.000	CENTRAL IOWA MACHINE SHOP INC	REPLACE BUS	243.75
101770.5480.000	CENTRAL IOWA WATER ASSOCIATION	WATER USAGE	144.56
206760.5600.000	CENTRAL OFFICE SUPPLY	ENVELOPES	17.09
290113.5450.000	CENTURYLINK	1/28-2/27	711.66
290113.5450.000	CENTURYLINK	02/01-02/28	76.00
290113.5450.000	CENTURYLINK	02/01-02/28	20.37
290113.5450.000	CENTURYLINK	JAN/FEB	418.00
290113.5450.000	CENTURYLINK	JAN/FEB	418.00
206710.5610.510	CESSFORD CONSTRUCTION COMPANY	HIGH PERF	220.80
206710.5610.600	CESSFORD CONSTRUCTION COMPANY	ROADSTONE	1,569.36
206710.5610.600	CESSFORD CONSTRUCTION COMPANY	ROADSTONE	68.46
101310.5732.270	CHICAGO TRIBUNE	SUBSCRIPTION	435.24
520520.5718.000	CHROMALOX, INC	LIME SILO	2,279.57

206120.5132.000	CITY LAUNDERING COMPANY	LAUNDRY SERVICE	33.61
206120.5132.000	CITY LAUNDERING COMPANY	LAUNDRY SERVICE	33.61
206120.5132.000	CITY LAUNDERING COMPANY	LAUNDRY SERVICE	33.61
206120.5132.000	CITY LAUNDERING COMPANY	LAUNDRY SERVICE	33.61
206710.5132.000	CITY LAUNDERING COMPANY	LAUNDRY SERVICE	81.01
206710.5132.000	CITY LAUNDERING COMPANY	LAUNDRY SERVICE	81.01
206710.5132.000	CITY LAUNDERING COMPANY	LAUNDRY SERVICE	81.01
206710.5132.000	CITY LAUNDERING COMPANY	LAUNDRY SERVICE	82.81
550780.5132.000	CITY LAUNDERING COMPANY	LAUNDRY SERVICE	18.38
550780.5132.000	CITY LAUNDERING COMPANY	LAUNDRY SERVICE	18.38
550780.5132.000	CITY LAUNDERING COMPANY	LAUNDRY SERVICE	18.78
550780.5132.000	CITY LAUNDERING COMPANY	LAUNDRY SERVICE	18.38
291530.5781.100	CLAPSADDLE GARBER ASSOC INC	STANSBERRY	982.00
491750.5230.030	CLAPSADDLE GARBER ASSOC INC	SE SOUTH ST	7,848.00
491750.5230.030	CLAPSADDLE GARBER ASSOC INC	ALLLIANT GAS FIRED	4,112.75
491750.5230.030	CLAPSADDLE GARBER ASSOC INC	SE SOUTH ST	2,002.25
276210.5320.000	CLEANING BY STEPHANIE	SAFE HOUSES	256.65
152451.5600.450	COCA COLA ENTERPRISES INC	COLISEUM RESALES	270.02
206120.5480.010	CONSUMERS ENERGY CO-OP	01/02-02/03	76.96
206160.5480.010	CONSUMERS ENERGY CO-OP	01/02-02/03	403.31
101110.5460.000	CORTNEY B WATSON	TEEX COURSE	297.91
101110.5570.000	CORTNEY B WATSON	TEEX COURSE	32.49
101140.5410.000	CRESCENT ELECTRIC SUPPLY CO	FIRE DEPT	57.73
206160.5600.000	CRESCENT ELECTRIC SUPPLY CO	STREET LIGHT	93.96
499881.5776.000	CRESCENT ELECTRIC SUPPLY CO	VEHICLE O&M	156.00
499881.5776.000	CRESCENT ELECTRIC SUPPLY CO	VEHICLE O&M	(314.00)
499881.5776.000	CRESCENT ELECTRIC SUPPLY CO	VEHICLE O&M	454.16
550780.5570.000	CUMMINS CENTRAL POWER, LLC	FUEL TRANSF	217.33
499881.5776.000	DAVE'S CRANE & WRECKER SERVICE	SET GENERAT	525.00
520520.5410.000	DAVE'S CRANE & WRECKER SERVICE	LIFT RAIN FOR RENT TANK	525.00
101310.5600.000	DEMCO INCORP	DVD CASES/	1,292.20
278690.5240.510	DERALD MERRILL	RENT ASST	219.00
276210.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	120.00
277660.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	60.00
281690.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	60.00
281690.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	60.00
281690.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	60.00
281690.5261.750	DONALD W PRESTON JR	SNOW REMOVAL	60.00
276210.5600.010	ELDORA NEWSPAPERS	LEAD NEWSPAPER	40.50
101140.5410.000	ELECTRIC SUPPLY OF M'TOWN	FIRE DEPT	46.46
101310.5600.000	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	100.63
206120.5600.000	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	178.24
206120.5600.000	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	22.58
206710.5600.000	ELECTRIC SUPPLY OF M'TOWN	OP SUPPLIES	105.00
101421.5600.010	EPIC SPORTS	SOCCER GOAL	375.28
684990.5980.000	ESTATE OF MILDRED HULBERT	INSURANCE REFUND	508.00
278690.5460.000	FAMOUSWOK	LUNCH DSM	10.58
278690.5240.510	FARRELL PROPERTIES, INC	NEW LEASE UP	218.00

101410.5562.000	FASTENAL COMPANY	#815 TOP LK	5.56
499881.5776.000	FASTENAL COMPANY	VEHICLE O&M	45.58
499881.5776.000	FASTENAL COMPANY	BUILDING IM	44.74
101340.5331.500	FISHER COMMUNITY CENTER	MONTHLY APPROPRIATION	6,396.63
206710.5570.000	FORCE AMERICA INC	KNOBS FOR A	165.54
491750.5230.030	FOX ENGINEERING ASSOCIATES INC	12/26-01/31	5,700.00
101310.5600.000	GAYLORD BROTHERS INC	LABEL PROTETORS	189.00
550780.5570.000	GILLIG LLC	BEZEL	23.00
550780.5570.000	GILLIG LLC	EGRESS WINDOW	114.18
101140.5600.000	GIT N GO CONVENIENCE STORES INC #35	GAS	4.25
101310.5600.000	GRAINGER	FILTERS	530.76
101880.5600.000	GRAINGER	FILTERS	530.76
153140.5600.000	GRAINGER	IMPELLERS	441.27
206710.5600.000	GRAINGER	LOCKING PLI	89.84
520520.5600.000	GRAINGER	SLUDGE FEED	748.50
520590.5600.000	GRAINGER	SEWER DIV.	20.04
271690.5240.500	GRANT PARK LLC	1 W GRANT #	432.00
520520.5600.000	GRAYMONT CAPITAL INC	BULK LIME	4,135.64
101310.5732.250	H W WILSON COMPANY LOCKBOX	CURRENT BIOGRAPHY SUBSC	188.00
520520.5600.030	HACH COMPANY	MISC LAB SUPPLIES	549.57
520520.5600.030	HACH COMPANY	MISC LAB SUPPLIES	92.95
520520.5600.000	HD SUPPLY WATERWORKS, LTD	FLANGE/BUSH	56.44
101850.5870.000	HEART OF IOWA COMMUNICATIONS CO-OP	DECEMBER/FEBRUARY	7.05
206710.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	DECEMBER/JANUARY	473.81
206710.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	DECEMBER/FEBRUARY	117.56
206710.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	DECEMBER/FEBRUARY	117.56
290113.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	02/01-02/28	450.00
290113.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	02/01-02/28	88.00
510531.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	DECEMBER/JANUARY	94.76
520590.5410.000	HEART OF IOWA COMMUNICATIONS CO-OP	DECEMBER/JANUARY	142.14
520590.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	DECEMBER/FEBRUARY	58.79
520590.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	DECEMBER/FEBRUARY	58.79
550780.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	DECEMBER/JANUARY	236.90
550780.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	DECEMBER/FEBRUARY	235.14
550780.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	DECEMBER/FEBRUARY	235.14
550780.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	DECEMBER/FEBRUARY	58.79
550780.5450.000	HEART OF IOWA COMMUNICATIONS CO-OP	DECEMBER/FEBRUARY	58.79
206760.5460.000	HICKORY PARK RESTA	TRAINING/TRAVEL	20.40
510531.5460.000	HICKORY PARK RESTA	TRAINING/TRAVEL	4.08
520590.5460.000	HICKORY PARK RESTA	TRAINING/TRAVEL	6.12
101310.5732.300	HUISMAN COMMUNICATIONS	BOOKS	29.15
101880.5600.000	HYDRONIC ENERGY INC	SKIDMORE SE	88.68
101310.5600.000	HY-VEE ACCOUNTS RECEIVABLE	SUPPLIES	40.51
152451.5600.450	HY-VEE ACCOUNTS RECEIVABLE	COLISEUM RESALES	53.41
206710.5216.000	IA CRIMINAL RECORD CHECKS	BACKGROUND	15.00
520520.5460.000	IAWEA	2014 IAWEA	180.00
520520.5460.000	IAWEA	2014 IAWEA	180.00
520520.5460.000	IAWEA	2014 IAWEA	180.00

520520.5460.000	IAWEA	2014 IAWEA	90.00
220110.5718.000	IDVILLE	2 SIDED ID MAKER	1,045.19
246110.5718.000	IDVILLE	2 SIDED ID MAKER	1,592.80
276210.5251.000	IOWA DEPT OF PUBLIC HEALTH	LEAD INSPECTIONS	60.00
101310.5251.000	IOWA DIV OF LABOR SERVICES	BOILER INSPECTION	150.00
101310.5340.070	IOWA HOMETOWN SECURITY	RELOCATE	78.10
238310.5260.000	IOWA HOMETOWN SECURITY	FIRE ALARM	2,297.23
276210.5251.000	IOWA LEAD	CERTIFICATION	1,200.00
101831.5460.000	IOWA LEAGUE OF CITIES	MID SIZE MAYOR MTG	30.00
101310.5600.000	IOWA OFFICE INTERIORS, INC	DOUBLE SIDE	106.26
101310.5600.000	IOWA OFFICE INTERIORS, INC	HP CARTRIDGE	790.94
101840.5600.000	IOWA OFFICE INTERIORS, INC	OFFICE SUPPLIES	27.93
101421.5340.640	IOWA VALLEY COMM COLLEGE DIST	SOCCER PROGRAM	319.50
520520.5600.000	IOWA WHOLESALE SUPPLY	TOILET REPAIR	62.57
101310.5600.000	JANWAY COMPANY USA INC	EAR PHONES	181.59
278690.5240.570	JENNIKA SCHEWE	UTILITY ASST	3.00
101310.5600.010	JOA M LAVILLE	SUPPLIES	30.00
242310.5718.000	JOA M LAVILLE	SUPPLIES/iphones	1,196.00
276210.5472.000	JOYCE BROWN	CORRECTION	13.65
278690.5472.000	JOYCE BROWN	CORRECTION	30.81
150110.5749.000	KARL EMERGENCY VEHICLES	K9 KENNEL	4,248.00
101310.5732.320	KATHLEEN SHORTLEY	LOST BOOK REFUND	13.95
520520.5600.030	KEYSTONE LAB INC	MERCURY ANALYSIS	28.00
101140.5410.000	KUSSMAUL ELECTRONICS CO., INC.		347.32
101110.5430.000	LANGUAGE LINE SERV INC	OVER PHONE INTERPRET	74.10
290113.5450.000	LANGUAGE LINE SERV INC	OVER PHONE INTERPRET	249.60
520520.5600.000	M GERVICH & SONS INC	ANGLE IRON	55.00
101561.5360.000	MAIL SERVICES	RENTAL INSP	10.94
101840.5360.000	MAIL SERVICES	CITY ADMIN	379.40
278690.5360.000	MAIL SERVICES	RENT ASST	88.53
101410.5340.010	MARSHALL & SWIFT INC	RUGS&MOPS	3.69
101410.5340.010	MARSHALL & SWIFT INC	RUGS&MOPS	6.44
101410.5340.010	MARSHALL & SWIFT INC	RUGS&MOPS	5.68
101410.5340.010	MARSHALL & SWIFT INC	RUGS&MOPS	8.43
101410.5340.010	MARSHALL & SWIFT INC	RUGS	19.61
101410.5340.010	MARSHALL & SWIFT INC	RUGS	19.61
152451.5340.010	MARSHALL & SWIFT INC	RUGS&MOPS	5.06
152451.5340.010	MARSHALL & SWIFT INC	RUGS&MOPS	2.31
152451.5340.010	MARSHALL & SWIFT INC	RUGS&MOPS	7.37
152451.5340.010	MARSHALL & SWIFT INC	RUGS&MOPS	2.31
101110.5570.000	MARSHALL COUNTY ENGINEER	01/01/14-01	8,332.00
101140.5570.000	MARSHALL COUNTY ENGINEER	01/01/14-01	1,332.54
101410.5570.010	MARSHALL COUNTY ENGINEER	01/01/14-01	427.97
101410.5570.060	MARSHALL COUNTY ENGINEER	01/01/14-01	391.22
101560.5570.000	MARSHALL COUNTY ENGINEER	01/01/14-01	122.38
101561.5570.000	MARSHALL COUNTY ENGINEER	01/01/14-01	69.51
101581.5570.000	MARSHALL COUNTY ENGINEER	01/01/14-01	43.58
206120.5570.000	MARSHALL COUNTY ENGINEER	01/01/14-01	394.83

206710.5570.000	MARSHALL COUNTY ENGINEER	01/01/14-01	441.72
206712.5570.000	MARSHALL COUNTY ENGINEER	01/01/14-01	5,049.74
206760.5570.000	MARSHALL COUNTY ENGINEER	01/01/14-01	103.54
218110.5570.000	MARSHALL COUNTY ENGINEER	01/01/14-01	50.31
510531.5570.010	MARSHALL COUNTY ENGINEER	01/01/14-01	366.46
510531.5570.060	MARSHALL COUNTY ENGINEER	01/01/14-01	187.16
510532.5570.060	MARSHALL COUNTY ENGINEER	01/01/14-01	138.62
520520.5570.010	MARSHALL COUNTY ENGINEER	01/01/14-01	303.08
520520.5570.060	MARSHALL COUNTY ENGINEER	01/01/14-01	319.70
520590.5570.010	MARSHALL COUNTY ENGINEER	01/01/14-01	549.68
520590.5570.060	MARSHALL COUNTY ENGINEER	01/01/14-01	280.76
550780.5570.060	MARSHALL COUNTY ENGINEER	01/01/14-01	7,527.91
290113.5340.150	MARSHALL COUNTY INFORMATION SERVICES	INTERNET&MO	226.10
101170.5331.500	MARSHALL CTY EMERGENCY MGMT	MONTHLY PAY	2,191.92
520520.5410.000	MARSHALL GLASS INC	REPLACE	29.23
101770.5340.070	MARSHALLTOWN AVIATION INC	MONTHLY PAY	642.00
101770.5410.000	MARSHALLTOWN AVIATION INC	DEC GROUND	2,480.85
101770.5410.000	MARSHALLTOWN AVIATION INC	JAN GROUND	512.82
101770.5600.000	MARSHALLTOWN AVIATION INC	INTERNET	30.05
276210.5600.010	MARSHALLTOWN CENTER 10 LLC	HEALTHY FAMILY	10.00
101110.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	44.00
101110.5410.000	MCATEE TIRE SALES & SERVICE INC	TIRE REPAIR	18.50
101550.5151.000	MCFARLAND CLINIC PC	RANDOM SCREENING	22.88
101710.5151.000	MCFARLAND CLINIC PC	RANDOM SCREENING	143.44
290113.5151.000	MCFARLAND CLINIC PC	RANDOM SCREEING	190.08
510531.5151.000	MCFARLAND CLINIC PC	RANDOM SCREEING	19.36
520590.5151.000	MCFARLAND CLINIC PC	RANDOM SCREEING	29.04
101880.5600.000	MCMaster-CARR SUPPLY COMPANY	OP SUPPLIES	18.77
101880.5600.000	MCMaster-CARR SUPPLY COMPANY	OP SUPPLIES	10.09
206160.5600.000	MCMaster-CARR SUPPLY COMPANY	OP SUPPLIES	22.39
276210.5410.000	MD CONSTRUCTION LLC	308 N 5th S	10,008.00
276210.5410.000	MD CONSTRUCTION LLC	904 W NEVADA	17,770.00
101310.5450.000	MEDIACOM	INTERNET SERVICE	79.95
247410.5450.000	MEDIACOM	INTERNET	69.95
681110.5338.000	MEDTRAK SERVICES LLP	411 MEDS	241.76
681140.5338.000	MEDTRAK SERVICES LLP	411 MEDS	543.98
101140.5410.000	MENARDS	BUILDING	213.44
101140.5410.000	MENARDS	MERCHANDISE	(63.58)
101140.5600.000	MENARDS	SUPPLIES	38.86
101140.5600.000	MENARDS	SUPPLIES	8.22
101410.5600.080	MENARDS	BLADES	65.92
101880.5600.000	MENARDS	OP SUPPLIES	2.97
152451.5410.000	MENARDS	SOCCER GOAL	2.02
276210.5600.000	MENARDS	SUPPLIES	29.96
499881.5776.000	MENARDS	VEHICLE O&M	21.24
510531.5600.000	MENARDS	OP SUPPLIES	6.50
520520.5600.000	MENARDS	PLUMBING SUPPLIES	83.56
520590.5600.000	MENARDS	OP SUPPLIES	9.75

101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO	6.00
101310.5732.300	MICROMARKETING LLC	ADULT AUDIO	234.82
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO	97.96
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO	19.99
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO	44.99
101310.5732.300	MICROMARKETING LLC	JUVENILE AUDIO	19.99
242310.5732.300	MICROMARKETING LLC	GIFT FUND BOOK	40.00
206710.5600.000	MID IOWA SALES COMPANY	HAND CLEANER	77.12
520520.5600.030	MIDLAND SCIENTIFIC INC	ULTRA PURE	116.45
290113.5450.000	MINERVA VALLEY TELEPHONE	EQUIP 02/01	50.00
520520.5600.030	MINNESOTA VALLEY TESTING LAB, INC.	SERIES 3 MA	100.00
206710.5600.000	MIZE & COMPANY	OP SUPPLIES	65.39
101110.5570.000	NAPA	SNOW BRUSHES	24.21
101410.5562.000	NAPA	FOG LAMP	6.89
101880.5600.000	NAPA	OP SUPPLIES	7.35
206120.5600.000	NAPA	OP SUPPLIES	4.39
206710.5570.000	NAPA	CORE DEPOSIT	(36.26)
206710.5570.000	NAPA	FITTING	2.71
206710.5570.000	NAPA	FITTINGS	71.66
206710.5570.000	NAPA	ST/CABLE	13.71
206710.5570.000	NAPA	BULBS/FUSE	26.26
206710.5570.000	NAPA	CABLE & LUG	17.38
206710.5570.000	NAPA	PARTS	49.60
206710.5570.000	NAPA	HOSE/ENDS	96.18
206710.5570.000	NAPA	CABLE TIES	42.06
206710.5570.000	NAPA	REMAN/AD	61.49
206710.5570.000	NAPA	HOSE/END	21.13
206710.5570.000	NAPA	WIPER BLADE	14.63
206710.5570.000	NAPA	HOSE/ENDS	49.41
206710.5570.000	NAPA	TACHOMETER	97.71
206710.5570.000	NAPA	FUSE HOLDER	5.14
206710.5570.000	NAPA	HOSE/ENDS	32.80
510531.5570.000	NAPA	ANTIFREEZE	11.76
510531.5570.000	NAPA	STRAP	7.94
510531.5570.000	NAPA	THRD/LOC	2.35
520520.5600.000	NAPA	SOCKET	52.79
520590.5570.000	NAPA	ANTIFREEZE	17.62
520590.5570.000	NAPA	STRAP	11.91
520590.5570.000	NAPA	THRD/LOC	3.53
550780.5570.000	NAPA	FITTINGS	50.91
550780.5570.000	NAPA	FITTINGS	40.95
550780.5570.000	NAPA	ALARM	40.42
550780.5570.000	NAPA	MACH GR	10.38
550780.5570.000	NAPA	CONNECTOR	2.91
550780.5570.000	NAPA	THERM KIT	57.03
550780.5570.000	NAPA	CONTROLLER	124.93
550780.5210.000	MULTIMEDIA SALES & MARKETING INC	ADVERTISING	741.00
101310.5732.250	NADA APPRAISAL GUIDES	REFERENCE	75.00

101110.5600.100	NEWEGG INC	VIDEO CARD	68.98
152451.5600.450	NORTHERN LIGHTS DISTRIBUTING, INC	RESALE PROD	207.85
152451.5600.450	NORTHERN LIGHTS DISTRIBUTING, INC	RESALE PROD	45.39
520520.5340.010	OAKVIEW dck, LLC	WPCP 12/31/	189,528.80
527520.5340.010	OAKVIEW dck, LLC	WPCP UV DISINFECT	76,025.65
101310.5340.070	OCLC, INC	CATALOGING	712.47
520520.5718.000	OI CORPORATION	TANK SLUDGE	(1,350.00)
520520.5718.000	OI CORPORATION	TANK SLUDGE	1,366.00
520520.5718.000	OI CORPORATION	TANK SLUDGE	1,350.00
278690.5340.010	ON-SITE INFORMATION DESTRUCTION SERVICES	JAN. SHREDD	45.00
101110.5570.000	O'REILLY AUTOMOTIVE INC	CLEANING SUPPLIES	39.02
101110.5570.000	O'REILLY AUTOMOTIVE INC	SNOW BRUSH	4.49
101110.5570.000	O'REILLY AUTOMOTIVE INC	WIPE BLADE	5.99
206710.5600.000	O'REILLY AUTOMOTIVE INC	PARTS	5.98
242310.5732.300	OVERDRIVE, INC.	eBOOKS	171.92
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	02/01-02/28	275.22
290113.5450.000	PARTNER COMMUNICATIONS CO-OP	02/01-02/28	612.09
101110.5600.000	PAYPAL	LAPTOP CAR	54.48
101310.5472.000	PETTY CASH - LIBRARY	PETTY CASH	18.56
101310.5600.000	PETTY CASH - LIBRARY	PETTY CASH	4.18
101310.5360.000	PITNEY BOWES BANK INC	POSTAGE	5,000.00
101310.5600.000	PREMIER OFFICE EQUIPMENT	COPIES	61.44
101310.5600.000	PREMIER OFFICE EQUIPMENT	COPIES	57.68
101881.5340.070	PREMIER OFFICE EQUIPMENT	12/21/13-1/19/2014	27.46
206710.5340.070	PREMIER OFFICE EQUIPMENT	12/21/13-1/19/2014	27.47
510531.5340.070	PREMIER OFFICE EQUIPMENT	12/21/13-1/19/2014	10.98
520590.5340.070	PREMIER OFFICE EQUIPMENT	12/21/13-1/19/2014	16.48
550780.5340.070	PREMIER OFFICE EQUIPMENT	12/21/13-1/19/2014	27.46
101140.5600.000	PRS, INC.	CARABINER	208.20
101110.5410.000	RACOM CORPORATION	REPLACE MIC	96.25
101110.5410.000	RACOM CORPORATION	KNOB KIT	15.00
101140.5410.000	RACOM CORPORATION	CLEAR HIDE	27.50
150110.5749.000	RACOM CORPORATION	STRIP CAR #	350.00
101831.5057.100	RANDY WETMORE	MONTHLY PHO	62.50
101310.5732.300	RECORDED BOOKS LLC	ADULT AUDIO	99.00
101310.5732.300	RECORDED BOOKS LLC	ADULT AUDIO	62.98
242310.5732.300	RECORDED BOOKS LLC	GIFT AUDIO	87.00
101140.5570.000	RELIANT FIRE APPARATUS	COOLANT PRO	93.63
101310.5410.000	ROGERS AUTOMATED ENTRANCES, INC	REPAIR DOOR	700.08
101110.5132.000	SADIE WEEKLEY	SHOE ALLOWANCE	131.99
101110.5460.000	SADIE WEEKLEY	MEAL ALLOWANCE	26.96
101110.5600.000	SAFARILAND LLC	URINE COLLECTION	179.90
101880.5410.000	SCHENDEL PEST CONTROL COMPANY	CITY HALL	58.00
276210.5320.000	SCHENDEL PEST CONTROL COMPANY	110 W LINN	45.00
276210.5320.000	SCHENDEL PEST CONTROL COMPANY	112 W LINN	45.00
101480.5340.070	SCHUMACHER ELEVATOR COMPANY	SR CITIZEN	181.40
101880.5340.070	SCHUMACHER ELEVATOR COMPANY	SR CITIZEN	191.94
101881.5340.070	SCHUMACHER ELEVATOR COMPANY	CARNEGIE BLDG	195.84

101310.5340.010	SERVICEMASTER OF M'TOWN INC	CLEANING SERVICE	1,300.00
101110.5600.000	SPEARES MEDICAL	DRUGSMART	163.24
152451.5600.000	SPORTS PAGE OF MARSHALLTOWN	MATT TAPE	162.00
101880.5600.000	SPRAYER SPECIALTIES INC	NORFITT-HEX	42.82
550780.5360.000	STAMPS.COM	POSTAGE	15.99
101110.5600.100	STAPLES	WIRELESS MODEM	69.98
101142.5600.000	STAPLES	SUPPLIES	24.27
276210.5600.000	STAPLES	SUPPLIES	7.49
101310.5340.070	STERLING FIRE & SAFETY INC	INSPECT/REC	20.00
152451.5340.070	STERLING FIRE & SAFETY INC	FIRE EXT IN	20.00
101140.5340.010	STONE SANITATION	01/01-01/31	88.12
101310.5340.010	STONE SANITATION	GARBAGE SERVICE	85.73
101480.5340.010	STONE SANITATION	01/01-01/31	88.12
101580.5340.010	STONE SANITATION	01/01-01/31	200.00
101880.5340.010	STONE SANITATION	01/01-01/31	134.56
206710.5340.010	STONE SANITATION	01/01-01/31	43.12
520520.5340.010	STONE SANITATION	01/01-01/31	88.12
524590.5776.000	STORY CONSTRUCTION CO	WPCP PEAK	47,571.01
520520.5230.030	STRUCTURAL ENGINEERS PC	WPCP CONCRETE	2,800.00
278690.5240.570	TACHELLE THOMAS	UTILITY ASST	11.00
101110.5600.000	TASER INTERNATIONAL	X26 TRADE I	(100.00)
101110.5600.000	TASER INTERNATIONAL	CARTRIDGES	673.91
101110.5600.000	TASER INTERNATIONAL	BATTERY PK	191.71
101310.5732.300	THE BOOK FARM, INC	JUVENILE BOOKS	1,212.90
101410.5600.080	THEISEN'S	RODENT BAIT	29.96
101580.5562.000	THEISEN'S	PARK & REC	8.99
206710.5600.000	THEISEN'S	OP SUPPLIES	9.36
206710.5600.000	THEISEN'S	OP SUPPLIES	17.99
206710.5600.000	THEISEN'S	OP SUPPLIES	27.98
510531.5570.000	THEISEN'S	OP SUPPLIES	14.00
510531.5570.000	THEISEN'S	OP SUPPLIES	(14.00)
510531.5570.000	THEISEN'S	OP SUPPLIES	13.98
510531.5600.000	THEISEN'S	OP SUPPLIES	2.00
520520.5600.000	THEISEN'S	PLUMBING SUPPLIES	31.14
520590.5570.000	THEISEN'S	OP SUPPLIES	20.99
520590.5570.000	THEISEN'S	OP SUPPLIES	(20.99)
520590.5570.000	THEISEN'S	OP SUPPLIES	20.97
520590.5600.000	THEISEN'S	OP SUPPLIES	3.00
101140.5600.000	THOMPSON'S TRUE VALUE	MERCHANDISE	(44.95)
152451.5410.000	THOMPSON'S TRUE VALUE	SOCCER GOAL	13.07
152451.5410.000	THOMPSON'S TRUE VALUE	SOCCER GOAL	19.70
152451.5410.000	THOMPSON'S TRUE VALUE	SOCCER GOAL	6.60
101110.5230.000	TRANS UNION RISK & DATA	DEC INTEL R	10.00
000844.1520.010	TREASURER ST OF IOWA	SALES TAX M	51.00
000844.1520.020	TREASURER ST OF IOWA	SALES TAX M	8.00
520520.5440.000	TREASURER ST OF IOWA	SALES TAX M	13,630.00
520520.5441.000	TREASURER ST OF IOWA	SALES TAX M	2,272.00
101110.5460.000	TREASURER STATE OF IOWA	INST ASST C	(50.00)

101110.5460.000	TREASURER STATE OF IOWA	LEADERSHIP	675.00
101110.5460.000	TREASURER STATE OF IOWA	MENTAL HEALTH	100.00
290113.5460.000	TREAT AMERICA DINING	CONFERENCE	73.60
101880.5600.000	TRI STATE LOCK SERVICE	OP SUPPLIES	42.00
520520.5450.000	U S CELLULAR	01/22-02/21	182.46
520520.5600.000	U S CELLULAR	01/22-02/21	200.00
101110.5360.000	U S POST OFFICE	POSTAGE	9.49
550780.5360.000	U S POST OFFICE	POSTAGE	10.00
101110.5600.000	ULTRAMAXX AMMUNITION	AMMUNITION	3,971.88
101310.5340.010	UNIQUE MANAGEMENT SERVICES, INC	COMMISSIONS	295.93
101410.5562.000	UNITED RENTALS	PARK & REC	58.20
101120.5151.000	UNITYPOINT CLINIC-OCCUPATIONAL MEDICINE	DOT DRUG &	22.20
101160.5151.000	UNITYPOINT CLINIC-OCCUPATIONAL MEDICINE	DOT DRUG &	3.70
101550.5151.000	UNITYPOINT CLINIC-OCCUPATIONAL MEDICINE	DOT DRUG &	11.10
101710.5151.000	UNITYPOINT CLINIC-OCCUPATIONAL MEDICINE	DOT DRUG &	37.00
290113.5151.000	UNITYPOINT CLINIC-OCCUPATIONAL MEDICINE	DOT DRUG &	74.00
510531.5151.000	UNITYPOINT CLINIC-OCCUPATIONAL MEDICINE	DOT DRUG &	14.80
520590.5151.000	UNITYPOINT CLINIC-OCCUPATIONAL MEDICINE	DOT DRUG &	22.20
101140.5360.000	UPS STORE #5089	SHIPPING	22.40
150310.5380.000	US BANK EQUIPMENT FINANCE	COPIER PAYMENT	339.00
230110.5460.000	USPCA REGION 21	CONFERENCE	75.00
101580.5562.000	VAN-WALL EQUIPMENT INC	REPAIR PART	(178.68)
101580.5562.000	VAN-WALL EQUIPMENT INC	REPAIR PART	164.10
101580.5562.000	VAN-WALL EQUIPMENT INC	#805 BROOM	70.32
101110.5450.100	VERIZON WIRELESS	12/26-01/25	640.18
290113.5450.000	VERIZON WIRELESS	12/26-01/25	34.19
150410.5749.000	VERMEER SALES & SERVICE	BRUSH CHIPP	20,750.00
101891.5460.000	VIRTUAL TRAINING	MONTHLY SERVICE	30.00
101110.5321.000	VPI PET INSURANCE	VET PET INSURANCE	291.08
101110.5321.000	VPI PET INSURANCE	MAJOR MEDIC	276.53
101110.5570.000	WAL MART STORES INC	FLOORMATS	21.88
101140.5600.000	WAL MART STORES INC	SUPPLIES	51.14
101140.5600.000	WAL MART STORES INC	SUPPLIES	39.76
101880.5600.000	WAL MART STORES INC	OP SUPPLIES	3.70
235140.5600.010	WAL MART STORES INC	TV	198.00
206710.5460.000	WALDORF ASTORIA	FRAUD	(300.00)

552,431.29

LED light proposal comparison

2/20/2014

	Vendor # 1 Sustainable Solutions LED	Vendor # 2 Crescent Electric
Cost of replacement bulbs	\$32,537	\$19,481.85
Rebate from Alliant	11,500	10,400
Net cost after rebate	21,037	9,081.85
Annual electrical savings	8,357	7,710
Years to payback up front cost	28.4 months	13.7 months
Bulb lighting test	passed	passed
Warranty	3 year	5 year
Typical bulb life	30,000 hrs	50,000 hrs.
Wattage	22	35
Delivery	6 weeks from order	Bulbs in stock
Current Yearly Electrical Cost =	\$ 14,991.68 per City Finance Dept.	

We are recommending we accept the Crescent Electric quote due to, less cost, longer warranty and shorter payback.



CITY OF MARSHALLTOWN (Roadway LED Lighting)

Quote Number: 3271490



910 Sunshine DR • Marshalltown, IA 50158-2422 • Fax: (641) 752-0967 • Phone: (641) 752-4564

Quoted To: CITY OF MARSHALLTOWN
DAVE DATERS
Email: taylor.morgan@cesco.com
Project: CITY OF MARSHALLTOWN (#206942)

Reply To: TAYLOR MORGAN
Email: TAYLOR.MORGAN@cesco.com
Phone: (641) 752-4564
Fax: (641) 752-0967

(Marking Type) Product	Quantity	Price/UOM	Extended
LED-8023-42K EDISON BASE LED POLE TOP LAMP	137	\$141.71 / E	\$19,414.27
8681 LEV MOG TO MED LMPHLDR ADAPTER LEVITON MFG CO	25	\$270.32 / C	\$67.58
Total for Roadway LED Lighting			\$19,481.85

Please review the following notes for the Roadway LED Lighting quotation...

- ALL MATERIAL QUOTED IS IN STOCK THROUGH A CRESCENT VENDOR AND CAN BE SHIPPED OUT ONCE ORDER IS PLACED.
- FREE FREIGHT ON ALL MATERIAL.
- QUANTITIES:
 - QUANTITIES LISTED ARE ESTIMATES ONLY AND ARE NOT GUARANTEED
 - CONTRACTOR TO VERIFY BILL OF MATERIAL
- FREIGHT:
 - IS INCLUDED UNLESS STATED OTHERWISE
 - QUOTED AS FOB FACTORY
 - FOB JOBSITE MAYBE AVAILABLE UPON REQUEST

LED-8023 Post Top / Site / Wall Pack

35W = 150W
LED MH/HPS

KU No. (USA)

ED-8023E30

ED-8023E42

ED-8023E57

SKU No. Canada

LED-8023E30C 35W, 3000K

LED-8023E42C 35W, 4200K

LED-8023E57C 35W, 5700K

Description:

LED retrofit design to replace MH and HPS lamps up to 50w. Fully encapsulated, 35 watt LED with E26 Edison base. Compact size and 360° LED placement allows suitable for fully enclosed post top, shoe box and other typical HID fixtures giving full illumination. 35W power consumption

Replaces up to a 150W HID

360° Illumination

120-277VAC, Non-Dimmable (USA)

120-347VAC, Non-Dimmable (Canada)

Available in 3000K, 4200K, and 5700K CCT

>80 CRI

50,000 hr. rated L70 LED life

Operating temp: -40°F - 122°F

Double Insulated

UL Listed (US & CA) Damp Locations

and rated for enclosed fixtures

5 Year warranty



lighting facts
LED Product Partner



Applications:

LED Post top / Site / Area LED for HID retrofit lamps lower energy costs, bulb and ballast replacement costs and also can greatly reduce costly equipment rental when re-lamping HID lamps on and off cycle. LED for HID retrofits will also eliminate lamp disposal issues due to the mercury content in many HID lamps.

Outdoor area lighting

Bollard / Post Top

Wall Pack

Cold display

Security Lighting

Packaging: 9/Master Carton

Init : 4.7" x 4.7" x 8.9"

Master: 14.8" x 14.8" x 9.5"

Installation Notes:

When installing LED-8000 series retrofit lamps within HID fixtures, ballast must be bypassed when present.

8000 series retrofits are UL damp rated, sealing the fixtures after installation will deliver best results. Installing surge/lightning protectors is highly recommended and helps to eliminate premature driver failure caused by surges and other power fluctuations.

Technical Specifications

Bulb Type	HID Retrofit	Mounting	E26
Bulb Material	Aluminum/ Polycarbonate	LEDs:	144 Samsung/ Mason #5630 LED's
Power Consumption	35 watts	Beam Angle	360°
Initial Lumens	3000K: 3495 Lm 4200K: 3765 Lm 5700K: 3936 Lm	Dimmable	No
Efficacy	95-109 LPW	Replaces	Up to 150W HID
Rated LED Life	Up to 50,000 Hrs. <i>@ 12 HRS/DAY</i>	CCT	3000K 4200K 5700K
Power Factor:	>99	CRI:	> 80
IR / UV	None	Mercury/ Lead Content	None
Warranty	5 year Limited	Dimensions (L x W)	9.22" X 3.15"

Note: All specification information falls within a $\pm 2\%$ range and is subject to change without notice.

NOTE: Light Efficient Design is providing this information to the general public. Please note that all products contained herein are trademarked, copyrighted, and/or have patents pending. Any use of these designs is strictly prohibited without prior written consent. Light Efficient Design protects its proprietary information vigorously in the courts of the United States of America.

188 S Northwest Highway • Cary, IL 60013
(847) 380-3540 • FAX: (847) 380-3542
www.led-llc.com

SPEC LED-8028 5/1/2013


Light Efficient Design

Lamp To Lamp Comparision

35w Light Efficient Design

Wattage	35
Light output(lumens)	3495 @3000k
Replaces	150w HID
Expected Life Rating	50,000 hrs
Price	\$144.71/each

COLOR TEMP

Available in 3000k, 4200k, or 5000k

(3495L, 4765L, 3936Lumens)

(Higher color temp = More Light output/lumen)

(Same wattage and more visable light)

22w Seesmart Lamp

Wattage	22
Light output(lumens)	3000 @3000k
Replaces	150w HID
Expected Life Rating	30000 hrs
Price	\$233.00/each

COLOR TEMP

2700-3200k

(Higher color temp = More Light output/lumen)

(Same wattage and more visable light)

Color Temps

The color temperature of various light sources - such as a candle flame or car headlights - can be plotted along a scale.

1,700K	2,000K	2,100K	2,800K	3,200K	3,400K	4,000K	4,000K-6,400K	6,500K	8,000K	12,000-20,000K
Match flame	Candle flame	Sodium vapor lamp	Ordinary tungsten-filament light bulb	Studio flood- and spot-lights	Cool-white fluorescent	Mercury vapor lamp	High-Intensity xenon auto headlight	Standard setting for digital, video cameras	Hazy sky; average summer shade	Deep-blue clear sky

(Higher color temp = More Light output/lumen)

(Same wattage and more visable light)

Alliant Energy City of Marshalltown Rebate Information

Light Efficient Design: 35-Watt lamps

Total Estimated Incentive: \$5,500 (**limited by 2-year payback**)

Total Annual Estimated kWh Savings: 64,250 kWh

Peak Summer Demand Savings: 19.5 kW

Light Efficient Design 35-Watt lamps are assumed to have an input wattage of 35 according to manufacturer data. This option is limited by the 2-year payback meaning that the Alliant Energy Custom Rebate will only help reduce the total cost of the project until the payback is 2 years. Internal labor was not included but, if available, this would increase the cost of the project allowing for more incentive, up to the maximum allowed (energy savings X 1.5, or approximately \$10,400 for this option).

The estimated project cost was provided by the customer, for Light Efficient Design the total cost of materials is approximately \$19,480.

Once labor cost is added to this rebate, the total rebate will cap at \$10,400

Call if you have questions.



We're on for you.™

David Vollmar
Key Account Manager
1911 East Anson Street
Marshalltown, IA 50158
Office: 641.754.5851
Fax: 641.754.5844
Cell: 641.485.3771
DavidVollmar@alliantenergy.com

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Total Annual Cost Savings	\$ 13,751
Annual Electricity Savings (\$.12 / kWh)	\$ 8,357
Annual Maintenance Savings	\$ 5,394
Total Cost to Retrofit	\$ 32,537
Payback Period	28.40 months
IRR Over LED Life	42.66%

When Third Party Incentives are applied:

Total Annual Cost Savings	\$ 13,751
Total Cost to Retrofit	\$ 32,537
Projected Utility Company Rebate *	\$ 11,500
Estimated EPCa Cash Value **	\$
Net Cost of Seesmart LED Lighting	\$ 21,037
Payback Period (with Rebate & EPCa savings applied)	18.36 months

* Any utility rebates or incentives are estimates and may be contingent upon a pre-approval process required by the local utility.

** Calculations of EPCa Cash Value are estimates only. Assumptions are made regarding applicable tax rates. Please consult your tax advisor.

IMPROVED ENERGY EFFICIENCY AND LIGHT QUALITY

- ▶ Energy usage related to lighting reduced by **87.74%**.

REQUIRES LESS MAINTENANCE

- ▶ Long life of Seesmart LED products ensures no maintenance for **14.05 years**.

REDUCED BUILDING COOLING LOADS

- ▶ Lower wattages and cooler operating temperatures reduce air conditioning costs.

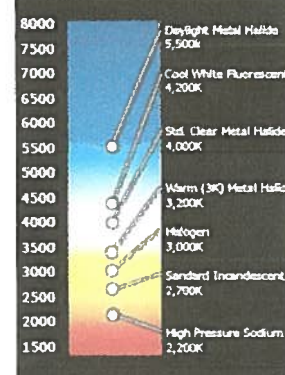
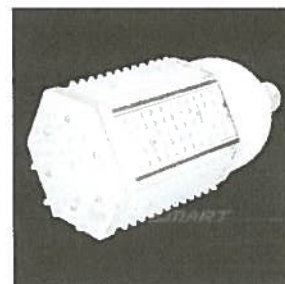
STAY AHEAD OF GOVERNMENT REGULATION

- ▶ 100W incandescent and T12 fluorescent already phased out.

SUBSTANTIALLY LOWERS YOUR COMPANY'S CARBON FOOTPRINT

- ▶ Annual carbon footprint reduction of **46.31 tons**.

SKU#	130039
Product Name	22W Day White 277VAC Medium Base LED High Power Lamps
Description	High Power Lamps, 22W, DW, 277V, E27
Estimated Energy Cost (\$/yr)**	95
Watts (W)	22
Light Output (Lumens)	3200
Efficacy (Lumens/Watt)	145.45
Color Accuracy (CRI)	80
Color Temperature (K)	5500-6000
Lighting Angle/Type	240
Power Factor	0.95
Working Voltage	277VAC
LED Count/Type	400
Lens Reflector Style	None
Operating Temperature (F)	-40 to 122
Mount/Base Type	E27
Dimensions (inches)	8.6 L x 5.9 DIA
Weight (pounds)	2.6
Typically Replaces	150W HPS or MH
Typical Life Expectancy (L70 Hours)	30,000
Approvals / Certifications	CE RoHS
Photometric Data Available?	No
IES File Available?	No



Features

Four hundred LEDs, no UV, instant on/off, IP65 protection rating, longer life than incandescent & fluorescents, wide voltage and constant current design, solid state, high shock & vibration resistant, mercury-free, 50%+ savings in energy consumption, no noise, no flickering. The products are CE marked, RoHS compliant, and built in accordance with ETL and UL testing standards.

NOTE: The preliminary performance information provided in this notice is pending verification by an independent testing laboratory. Contact your Seesmart representative for more information about photometric and other performance testing information for this product.

** Calculation based on 3 hours/day, \$0.11/kWh. Cost depends on rates and use.

Council Proceedings
February 24, 2014

The Marshalltown City Council met in regular session on February 24, 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. Firefighter Chad Jones was recognized for ten years of service. Schubert moved to approve the agenda, second by Greer. Motion approved 7-0.

CONSENT AGENDA

Lamer moved to approve the Consent Agenda: Approve Council meeting Minutes of February 10, 2014; Approve Bill List in the amount of \$1,085,847.48; Approve purchase of Superintendent Sewer Department, ¾ ton 4x4 truck, from Jensen Ford \$25,980 with trade in; Receipt of Building Report for January 2014; Resolution 2014-011 Approving Applications for Tax Abatement within Approved Urban Revitalization Areas of the City of Marshalltown, Iowa; Resolution 2014-012 Approving Contracts for Property Acquisition, Easements, relating to Iowa River Interceptor Sewer Project 59011019; Resolution 2014-013 Ordering Construction, Iowa River Interceptor Sewer Project 59011019; Resolution 2014-014 Approving Grant Application for Governor's Traffic Safety Bureau grant, FY 2015; Liquor Licenses: New: Marshalltown Area Speedway, Kruse Motor Sports, Inc., Class B Beer Application, Seasonal; and Central Iowa Fair, add two Five Day Special Class C Liquor Licenses, March 15, 2014, and July 9-13, 2014, to existing license; Liquor Licenses Renewals: (pending fire inspection) Class E Liquor License: Hy Vee Food & Drugstore; Fareway Stores #467; TP Plaza; Class C Liquor License: Brewsters; American Legion; Salon Diana; Corner Tap, Calvin Rockett Bar & Grill; Class C Beer Carry Out: Kwik Star #706; El Vaquero Grocery; second by Wirin. Consent agenda adopted 7-0.

MOTIONS:

Budget Discussion –set hearing for March 24, 2014. Cindy Kendall, former City Treasurer, on contract with the city to prepare the budget for FY 2014-2015, reviewed the timeline for budget preparation, and asked the council for guidelines for revenue. The public hearing is scheduled for March 24 and upper levels of the revenue need to be published prior to the hearing. The council can certify a budget with lower tax rate than that published budget, but can not go higher. The council discussed adding an additional \$50,000 to the local option sales tax designation of 75%, as it will leave sufficient cash reserves in light of the next few years' projected tax valuation reduction over the next eight years. The Emergency Levy was also considered, the maximum levy rate allowed is 27 cents, but due to the health of fund balances, the emergency levy has not been used in recent years. The current budget problem is in the general fund. Staff recommends council spend time to analyze realigned services to deliver services at the level the community requests to absorb to the new norm. Due to the reduction in taxable values the revenue generated is significantly less, with the general fund less than \$289,000 than the prior year. Expenditures will be reviewed at the next meeting. A budget amendment may be required depending on the timing of bond issuance.

Lamer moved to proceed in 2015 with \$1,000,000 in street construction bonds, adding approximately 11 cents to the proposed levy, second by Hoop. Motion carried 7-0.

Martin moved to use revenues from the local option sales and service tax, in the amount of \$50,000, to reduce property tax levy, second by Lamer. Motion carried 7-0.

Wirin moved to use up to 22 cents of the emergency levy to reduce the general fund deficit, second by Greer. Twenty two cents will cover the \$160,000 general fund shortfall. The council will discuss the general fund shortfall at the next meeting and service reduction options. Motion carried 7-0.

Lamer moved to set the public hearing date for the budget on March 24, 2014, second by Gowdy. Motion carried 7-0.

No additional action was required regarding the Street Program proposal for 2014 and 2015 due to Lamer's prior motion relating to \$1,000,000 in street construction bonds.

Council Proceedings
February 24, 2014

Greer moved to accept Crescent Electric's quotation for LED lights for light fixtures located on Main Street and Center Street from State Street to south of the viaduct, second by Schubert. Payback on the fixtures includes energy savings and Alliant rebates for installation. Motion carried 7-0.

RESOLUTIONS:

Lamer moved to adopt Resolution 2014-015 to Fix a Date for a Public Hearing on a Loan Agreement in a Principal amount not to exceed \$225,000, regarding General Obligation Police and Fire Station Loan Agreement, second by Martin. Resolution adopted 7-0.

Schubert moved to adopt Resolution 2014-016 to Fix a Date for a Public Hearing on a Sanitary Sewer Improvement Loan Agreement in a Principal Amount not to exceed \$3,000,000, regarding a Sewer Revenue Improvement Loan Agreement, second by Lamer. Resolution adopted 7-0.

Martin moved to adopt Resolution 2014-017 to Fix a Date for a Public Hearing on a General Obligation Loan Agreement in a Principal Amount not to exceed \$2,000,000, regarding a General Obligation Corporate Purpose Loan Agreement, second by Gowdy. Resolution adopted 7-0.

Greer moved to adopt Resolution 2014-018 to Fix a Date for a Public Hearing on a Storm Water Utility Revenue Loan Agreement, in a Principal Amount not to exceed \$1,000,000, second by Wirin. Resolution adopted 7-0.

Schubert moved to adopt Resolution 2014-019 to Approve Purchase Contract with Zuercher Technologies, LLC, of Sioux Falls, South Dakota, regarding Police Department Software, total cost \$275,754.00, five year payments at 0% interest, benefiting both City of Marshalltown and the Marshall County E911 Board, second by Wirin. Resolution adopted 7-0.

FUTURE AGENDA ITEMS DISCUSSION:

Survey Truck Bids were solicited with two received, for a four wheel drive vehicle with tow package. Union Auto is the low vendor, the vehicle replacement was in the budget. Staff recommends the council approve the bid at the next meeting.

Scott Renaud, Engineer with Fox Engineering, informed the council Plans & Specifications Iowa River Interceptor Sewer Project 59011019 are available for public inspection and the public hearing is scheduled for April 14, 2014.

Engineering staff member Brad Batement recommended the council approve the Certificate of Completion and Final Project Costs, Sidewalk and Ramp Replacement 2013 project 76012023, Construct, \$495,558.38 at the next meeting.

Human Resources Director Petermeier reviewed the progress of the union contract negotiation, with four of the five tentatively scheduled. The agreements will be presented to the council at the March 10 council meeting.

No new information was available regarding Hilltop and S 8th Street Treatment Options a report will be made in two weeks.

PUBLIC COMMENTS:

CLOSED SESSION

At 7:04 p.m. Lamer moved to enter into closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property, second by Greer. Motion carried 7-0. At 7:22 p.m. Schubert moved to leave closed session, second by Gowdy. Motion carried 7-0. Roll Call – Present: Gowdy, Greer, Hoop, Lamer, Martin, Schubert, Wirin.

Council Proceedings
February 24, 2014

Greer moved to proceed with purchase option for parcel A at the agreed upon price, second by Wirin.
Motion carried 7-0.

ADJOURNMENT

The meeting adjourned at 7:24 PM.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk



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: 02/19/2014

RE: RMS/CAD Software Purchase Recommendation
City of Marshalltown Costs & DRAFT Contract

I previously sent you information regarding the process the Marshalltown Police Department and the Marshall County E911 Communications Center utilized to research public safety software technology in connection with a project to purchase new Records Management System (RMS) software for the police department and new Computer Aided Dispatch (CAD) software for E911 communications. I presented this information for discussion purposes in front of the Marshalltown City Council on February 10, 2014. I was tasked with bringing back to the council updated cost information for the purchase of the RMS software. I was also tasked with obtaining a draft contract for services with Zuercher Technologies for this purchase.

During the summer of 2013, a RFP was drafted for this project. This RFP was reviewed by the City Attorney and City IT personnel prior to being published. The closing date for the RFP process was November 20, 2013. The City received proposals from the following companies: Archonix, CAPERS, New World Systems, Sungard, Tac 10 and Zuercher Technologies. Following an exhaustive research and evaluation process, staff is recommending that the City of Marshalltown and the Marshall County E911 Board purchase records management and computer aided dispatch software and services from Zuercher Technologies of Sioux Falls, South Dakota. **Total Cost of this software package and services is \$275,754.00.** This cost covers the joint purchase of RMS and CAD software. Zuercher Technologies has agreed to spread payments for this project out over a period of five years with 0% financing.

The RMS and CAD software system costs have been calculated separately. Historically, the Marshall County E911 Board covers CAD software expenses since the CAD software will serve the needs of all public safety agencies in Marshall County. The costs for the CAD purchase have been calculated at \$86,470.00 for the software itself and \$74,910 for maintenance over a five year period. **Total E911 costs are \$161,380.00.** The Marshall County E911 Board will be reviewing this proposal at a special meeting on February 20.

The cost of the RMS software has been calculated to be \$114,374.00. The RMS software will serve the Marshalltown Police Department and is consequently the obligation of the City of Marshalltown. The five year payment plan requires the City of Marshalltown to submit payments of \$22,875.00 per year to make this purchase.

CITY COUNCIL

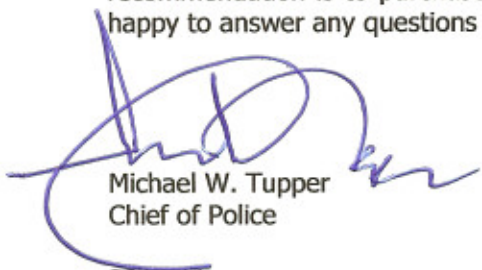
Mike Gowdy, Joel Greer, Al Hoop, Leon Lamer,
Bill Martin, Robert Schubert, Bethany Wirin

The Marshalltown Police Department has in its CIP plan \$80,000.00 per year for four years (\$320,000.00 Total) to pay for this project. This money is in the police department's CIP plan beginning with FY 14-15 (budget year beginning July 1, 2014). The four year plan would need to be expanded to a five year payment plan. However, the financial obligation for the City will clearly be well under the original CIP budget plan for this project.

It should be noted that the Marshall County Sheriff's Office has also chosen Zuercher Technologies as their new records management software provider. If the City of Marshalltown and the Marshall County E911 Communications Center choose to make a similar purchase, law enforcement agencies in the county will all be on the same software platform, allowing for more efficient and effective communication and for the sharing of critical public safety data.

Attached to this memo is a draft contract for services with Zuercher Technologies LLC for the purchase of new RMS software which would be utilized by the Marshalltown Police Department. City Attorney Curt Ward has reviewed this contract.

I will be at the February 24, 2014, meeting of the Marshalltown City Council to present this information. Staff recommendation is to purchase the Zuercher Technologies public safety software package and services. I am happy to answer any questions or concerns you might have.

A handwritten signature in blue ink, appearing to read "Michael W. Tupper", is written over the typed name and title.

Michael W. Tupper
Chief of Police

2014-11

Cc: Captain Brian Batterson, RMS/CAD Project Manager
Alicia Hunter, Administrative Assistant
Supervisor Teresa Lang, Marshall County E911 Communications Center

AGREEMENT made this ____ day of _____, 2014 by and between the City of Marshalltown (the “Customer”), having its principle place of business at 22 North Center Street, Marshalltown, Iowa and Zuercher Technologies LLC (“Zuercher”), having its principal place of business at 5121 South Solberg Avenue, Suite 150, Sioux Falls, South Dakota.

SOFTWARE LICENSE AND SERVICE AGREEMENT

TERMS AND CONDITIONS

1. Definitions

Documentation. All written, electronic, or recorded end user and system administrator documentation and functional descriptions therein that describe the uses, features, and functional capabilities of the System, and that are published or provided to the Customer by Zuercher.

Hardware. All hardware, equipment, and other tangible non-Software items supplied to the Customer by Zuercher under this Agreement.

Production. The use of the System as a live, non-test-bed system. This can be exhibited by events such as the completion of the first real-world booking, the taking of the first real-world call for service, the entry of the first real-world case report, or a similar event dealing with real-world use.

Software. Any computer programs in object code form and any updates, enhancements, modifications, revisions, additions, replacements or conversions thereof owned by Zuercher and set forth or identified in Addendum B or subsequently licensed to the Customer. Software specifically excludes any Third Party Software.

Server Hardware. All hardware, equipment, and other tangible non-Software items supplied to the Customer by Zuercher under this Agreement listed as “Server Hardware” in Addendum B.

Services. All project management, training, data conversion, and other services to be provided by Zuercher under this Agreement.

System. The collective whole of all Software, Hardware, and Services to be purchased, developed, licensed, supplied, installed, configured, or implemented by Zuercher under this Agreement.

Third Party Software. Any software to be supplied by Zuercher under this agreement that is purchased or licensed from any source external to Zuercher for use with or integration into the System.

2. License

2.1 Grant of the License

Subject to the terms and conditions set forth herein, Zuercher hereby grants to the Customer, and the Customer accepts, a limited, non-transferable and non-exclusive license to use the Software only for the Customer's own business purposes.

2.2 Copies and Modifications

Unless otherwise agreed to in writing by Zuercher, no identifying marks, copyright or proprietary right notices may be deleted from any copies of the Software made by the Customer. The Customer shall not decompile, or create by reverse engineering or otherwise, the source codes from the object code supplied hereunder, or adapt the Software in any way or use it to create a derivative work. Zuercher shall not be responsible in any way for Software performance if the Software has been modified, except as modified by Zuercher.

2.3 Restrictions on Usage

The Customer shall not allow any party, other than Zuercher, to perform "write" operations directly to or on the server or database (such as by using an ODBC driver).

The Customer shall not access through direct logon any Server Hardware or cause any software except the Software provided under this Agreement to be installed on or executed on the Server Hardware.

3. Delivery, Fees Payment

3.1 Delivery of Software to Customer

The Software shall be delivered in executable object code form only. Zuercher shall initially deliver and install copies of the Software as set forth in Addendum B. Except as stated in Addendum D, Zuercher shall not be responsible for providing any updates, enhancements, modifications, revisions, additions, replacements, conversions or maintenance to the Software.

3.2 Delivery of Hardware to Customer

Zuercher shall ship Hardware to the Customer's location at a mutually agreeable time in the project timeline. Items shipped via commercial carrier are FOB destination at the fixed price stated herein. It shall be the Customer's responsibility to install all Hardware and to perform

proper facility preparation (such as appropriate uninterrupted power, air conditioning, space, electrical drops, security, network equipment, network drops, etc.) not specified in this Agreement as being provided by Zuercher, but necessary to accommodate equipment before, during, and/or after installation.

3.3 Delivery of Services to Customer

Zuercher will provide Services as set forth in Addendum A.

3.4 Fees

Upon execution of the Agreement, the Customer shall pay Zuercher the fees on the due dates set forth in Addendum C.

3.5 Payment

The Customer shall pay invoices received from Zuercher by the date due according to the terms of this Agreement. If the Customer fails to pay any amount due within thirty (30) days of invoice date, the Customer shall pay late charges of one and one half percent (1.5%) or the highest allowed by law, whichever is lower, per month on such balance, together with all of Zuercher's expenses, collection costs and reasonable attorneys' fees incurred in enforcing this Agreement.

3.6 System Acceptance

The Customer acknowledges that the System shall be deemed accepted on the date of notification of System completion by Zuercher, unless the Customer notifies Zuercher in writing within fifteen (15) days after delivery thereof of any material non-conformity in the Software as compared with the Documentation, or of any failure to deliver Hardware or Services. In the event that the Customer does so notify Zuercher, Zuercher shall promptly begin to use its reasonable efforts to correct any non-conformity and will again send notification in writing that the installation is complete. System Acceptance will be dated at the new notification. System Acceptance shall also be acknowledged by putting the System into Production.

3.7 System Acceptance Following a Notification of Non-Conformity

The Customer acknowledges that the System shall be deemed accepted on the date of new notification of System Acceptance by Zuercher, unless the Customer notifies Zuercher in writing within ten (10) days after delivery thereof of any continued non-conformity or failure of the items listed in the initial notification of non-conformity. In the event that the Customer does so notify Zuercher, Zuercher shall promptly begin to use its reasonable efforts to correct any non-conformity and will again send notification in writing that the installation is complete.

4. Other Rights and Obligations

4.1 Proprietary Rights

Zuercher represents that it is the owner of or otherwise has the rights to the Software and that it has the right to grant the License. Zuercher retains title to the Software and any other deliverables hereunder, including, without limitation, all copies and audiovisual aspects thereof and all rights to patents, copyrights, trademarks, trade secrets and other intellectual property rights inherent therein and appurtenant thereto. The Customer shall not, by virtue of this Agreement or otherwise, acquire any proprietary rights whatsoever in the Software or in any other deliverables hereunder, which shall be confidential information of Zuercher and the sole and exclusive property of Zuercher. Zuercher hereby expressly reserves any right not expressly granted to the Customer by this Agreement. No identifying marks, copyright or proprietary right notices may be deleted from any copy of the Software provided to or made by the Customer.

4.2 Trademarks and Trade Names

Any and all trademarks and trade names, which Zuercher uses in connection with the License granted hereunder, are and shall remain the exclusive property of Zuercher. Nothing contained in this Agreement shall be deemed to give the Customer any right, title or interest in any trademark or trade name of Zuercher.

4.3 Confidentiality

Except as otherwise provided in this Agreement, the Customer shall not sell, transfer, publish, disclose or otherwise make available any portion of the Software to others. The Customer shall use its reasonable best efforts to cooperate with and assist Zuercher in identifying and preventing any unauthorized use, copying or disclosure of the Software or any portion thereof or any of the algorithms or logic contained therein.

4.4 Termination for Breach

Zuercher may immediately terminate this Agreement, including all license rights granted herein, in the event the Customer breaches any of its material confidentiality obligations regarding the Software.

4.5 Non-Confidential Information

Confidentiality obligations of the parties shall not extend to information that:

- (a) is, as of the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;
- (b) was known to the receiving party at the time of its disclosure and such knowledge can be proven by documentation;
- (c) is independently developed by the receiving party;

- (d) is subsequently learned from a third party not under a confidentiality obligation to the providing party; or
- (e) is required to be disclosed pursuant to court order, subpoena, or government authority, whereupon the receiving party shall provide notice to the other party prior to such disclosure.

4.6 Disclaimer of Warranty

The warranty set forth in Addendum D is a limited warranty and it is the only warranty made by Zuercher. Zuercher expressly disclaims, and the Customer hereby expressly waives, all other warranties, express or implied, including, without limitation, warranties of merchantability and fitness for a particular purpose. Zuercher's limited warranty is in lieu of all liabilities or obligations of Zuercher for damages arising out of or in connection with the delivery of the System. Except for the limited warranty in Addendum D, the entire risk as to the quality and performance of the System is with the Customer.

4.7 Legal Relationship

It is expressly understood by the Customer and Zuercher that Zuercher shall not be construed to be, and is not, an employee of the Customer. Zuercher shall provide services to the Customer as an independent contractor with control over the time, means and methods for accomplishing the services outlined in this Agreement. Zuercher further acknowledges that he/she is not entitled to such benefits as holiday time, vacation time, sick leave, retirement benefits, health benefits, or other benefits usually associated with employment.

4.8 Insurance Provision

Zuercher, at all times during the term of this Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

Commercial General Liability Insurance

Zuercher shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

Professional Liability Insurance or Miscellaneous Professional Liability Insurance

Zuercher agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.

Business Automobile Liability Insurance

Zuercher shall maintain business automobile liability insurance or equivalent form with a limit of not less than \$200,000 for each accident. Such insurance shall include coverage for owned, hired and non-owned vehicles.

At the Customer's request, Zuercher shall provide properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days prior written notice to the Customer.

5. Limitation of Liability

The aggregate liability of Zuercher for any reason and upon any cause of action of claim, including, without limitation, Zuercher's obligation to indemnify and hold harmless under this agreement, shall be limited to the amount of the fees paid for the portion of the System giving rise to such claims in the aggregate, including, without limitation, breach of contract, breach of warranty, indemnity, negligence, strict liability, misrepresentations, and other torts.

6. Termination

6.1 By Zuercher for Cause

In addition to various other express rights of Zuercher to terminate this Agreement set forth herein, Zuercher shall also have the right to terminate this Agreement immediately and cancel any unfulfilled portion of it by written notice to the Customer if: (i) the Customer becomes bankrupt or insolvent or enters into any arrangement or composition with its creditors or if a receiver is appointed to direct the business of the Customer, or (ii) if the Customer sells or assigns its rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer or assets, sale of stock, operation of law or otherwise, or (iii) upon Customer's breach of the License or confidentiality and nondisclosure provisions contained herein, or (iv) upon a violation of Zuercher's proprietary rights hereunder. Zuercher shall have the rights to terminate this Agreement upon thirty (30) days prior notice upon any breach of any other material provision of this Agreement by the Customer. The termination of this Agreement shall automatically terminate and extinguish the License.

Zuercher may exercise any rights available to it under South Dakota law to terminate for cause upon the failure of the Customer to comply with the terms and conditions of this Agreement; provided that Zuercher shall give the Customer written notice specifying the Customer's failure and a reasonable opportunity for the Customer to cure the defect.

Zuercher may also immediately terminate this Agreement if additional “SOFTWARE LICENSE AND SERVICE AGREEMENT TERMS AND CONDITIONS” agreement is not in full force and effect between Zuercher and the Marshall County Sheriff’s Office and Zuercher and the Marshall County E911 Board.

6.2 By Customer for Cause

The Customer may terminate this Agreement for cause based upon the failure of Zuercher to comply with the terms and/or conditions of the Agreement; provided that the Customer shall give Zuercher written notice specifying Zuercher’s failure. If within thirty (30) days after receipt of such notice, Zuercher shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the Customer may, at its option, place Zuercher in default and the Agreement shall terminate on the date specified in such notice.

6.3 Termination without Cause

After the fifth anniversary of the execution, this Agreement may be terminated by either party by providing notice one-hundred eighty (180) days prior to the date the next annual maintenance payment is due.

6.4 Post-Termination Obligations

All provisions hereof relating to Zuercher’s proprietary rights, confidentiality, non-disclosure and non-solicitation shall survive the termination or expiration of this Agreement. Any fees due as per Addendum C for work completed prior to termination shall still be paid by the Customer.

7. Miscellaneous

7.1 Entire Agreement

This agreement, and any addenda specifically incorporated therein by reference, constitutes the entire agreement between the parties with respect to the subject matter. These documents supersede and merge all previous proposals of sale, communications, representations, understandings and agreements, whether oral or written, between parties with respect to the subject hereof.

This Agreement may not be modified except by a writing subscribed to by authorized representatives of both parties.

7.2 Force Majeure

Neither party shall be liable to the other for any delay or failure to perform any of the services or obligations set forth in this Agreement due to cause beyond its reasonable control. Performance times shall be considered extended for a period of time equivalent to the time lost because of such delay.

7.3 Governing Law

This Agreement and performance hereunder shall be governed by the law of the State of South Dakota, without giving effect to the principles of conflict of law of such state or international treaties.

7.4 Assignment

This Agreement shall apply to, inure to the benefit of, and be binding upon the parties hereto and upon their permitted successors in interest and permitted assigns. The Customer may not assign, without the prior written consent of Zuercher, which consent shall not be unreasonably withheld, the Customer's rights, duties or obligations under this Agreement to any person or entity, in whole or in part, whether by assignment, merger, transfer of assets, sale of stock, operation of law or otherwise, and any attempt to do so shall be deemed a material breach of this Agreement.

7.5 Notice

Any notice provided pursuant to this Agreement, if specified to be in writing, shall be in writing and shall be deemed given (i) if by hand delivery, upon receipt hereof; (ii) if mailed, 7 days after deposit in the U.S. mails, postage prepaid, certified mail, return receipt requested. All notices shall be addressed to the parties at the addresses set forth on the first page hereof.

7.6 Survival

All provisions of this Agreement relating to proprietary rights, confidentiality, non-disclosure or to payment of fees by the Customer shall survive the termination of this Agreement.

7.7 No Waiver

The waiver or failure of either party to exercise any right in any respect provided for herein shall not be deemed a waiver of any further right hereunder.

7.8 Enforceability

If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

7.9 Remedies

Unless otherwise specified herein, the rights and remedies of both Parties set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to it at law or in equity.

7.10 Headings

The headings of the sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

7.11 No Third Party Beneficiaries

The Parties agree that this Agreement is for the benefit of the Parties hereto and is not intended to confer any rights or benefits on any third party, and that there are no third party beneficiaries as to this Agreement or any part of specific provision of this Agreement.

7.12 Limitation of Actions

No action, regardless of form, arising out of or relating to this Agreement or the subject matter hereof may be brought by either party more than two (2) years after the cause of action has initially arisen, with the exception of either party's breach of its confidentiality or non-disclosure obligations herein or the Customer's violation of Zuercher's proprietary rights in the Software or any other software owned or licensed by Zuercher.

7.13 Taxes

The Customer shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes and all duties, whether international, national, state or local, however designated, which are levied or imposed by reason of the transactions contemplated hereby, excluding, however, income taxes on net profits which may be levied against Zuercher. The Customer shall reimburse Zuercher for the amount of any such taxes or duties paid or accrued directly by Zuercher as a result of this transaction. If the Customer is a tax-exempt organization, the Customer will provide Zuercher with documentation required by the taxing authority to support such exemption.

7.14 Non-Discrimination

Zuercher agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and Zuercher agrees to abide by the requirements of the Americans with Disabilities Act of 1990. Zuercher agrees not to discriminate in its

employment practices, and will render services under this Agreement without regard to race, color, religion, sex, national origin, veteran status, political affiliation, disabilities, or because of an individual's sexual orientation. Any act of discrimination committed by Zuercher, or failure to comply with these obligations when applicable shall be grounds for termination of this Agreement.

7.15 Change Orders

Change orders and out-of-scope work will be defined by written agreement.

8. Customer Responsibilities

8.1 Project Management

The Customer shall provide one primary Project Manager to be the main point of contact for Zuercher. The designated Project Manager will be responsible for managing and coordinating the Customer's resources to complete assigned project tasks and activities. The Project Manager will also be responsible for designating persons responsible for specific roles as needed, such as System Administrator and / or Hardware Project Manager, and ensuring that tasks assigned to these individuals are completed.

The Project Manager will also be responsible for sign-offs of various project documents and will have the authority to speak for Customer from a project perspective.

Customer's dedicated Project Manager: _____

8.2 System Configuration

The Customer shall make available appropriate subject matter experts to perform System configuration tasks as assigned.

8.3 Data Conversion

The Customer shall provide data for conversion in one of the following compatible formats: MS SQL .bak files with database version and credential information, MySQL .dump or .sql files with database version and credential information, PostgreSQL .sql files with database version and credential information, MS Access 2003 or newer .mdb files, CSV files with column headers and relationship mapping documentation, or Oracle Version 10g or Newer backup files.

8.4 Additional Components

Other components (hardware and/or software) may be desired for use with the System. Zuercher assumes no responsibility under this Agreement for obtaining and/or supporting such components except as expressly agreed herein. This includes, but is not limited to, networking

equipment, workstations, servers for third party systems, mobile networking equipment, and mobile workstations or laptops.

8.5 Third Party Costs

Except as expressly agreed herein, Zuercher assumes no responsibility for any third party costs related to implementation of the System. This includes, but is not limited to, any third party costs associated with the implementation of Interfaces.

The Customer has read and agrees to all of the attached and incorporated terms and conditions.

City of Marshalltown

James L. Lowrance
Mayor

_____ Date: _____

Shari Coughenour
City Clerk

Attest: _____ Date: _____

Zuercher Technologies LLC

Michael Zuercher
President

_____ Date: _____

Addendum A – Statement of Work

Zuercher will provide Software, Hardware, and Services, substantially similar to those outlined below, in the quantities specified in Addendum B.

1. Software

The software detailed in the following sections includes, but is not limited to, the listed functionality.

ledsSuite Base

- Operating software
- Database software
- Core ledsSuite application software
 - Master name records
 - Address records
 - Vehicle records
 - Configurable dashboard
 - Authentication

ledsRecords

- Configurable workflows
- Automatic case notifications
- Immediate access for related records
- Supervisor reviews
- Unlimited case report types such as:
 - Investigations
 - Juvenile
 - Narcotics
- Security trimming for report types
- Full audit trail
- Digital evidence linking
- UCR compliant
- Alerts on warrants, sex offenders
- No duplicate data entry
- Property/evidence management
- Custom forms

ledsAdministration

- Shift logs
- Employee files
- Commendations and disciplinary actions
- Training logs
- Policy manual
- Inventory management
- Fleet management
- Equipment assignments
- Secure intra-agency messaging
- Citizen feedback
- Custom forms

ledsMobile CAD

- NCIC queries
- Bulletins/BOLOs

ledsMobile Records

- Cases
- Warrants

- Access to master name files (including mug shots)
- Alerts tied to master name files
- Field-based reporting

ledsReporting

- Pre-made reports
- Custom reports
- Ad-hoc queries
- Export to PDF, Excel, XML, TXT
- Report builder
- Custom data filters
- Statistical analysis
- Scheduled reports
- Crime analysis
- COMSTAT compatible
- Email reports

1.1 Interfaces

Any third party costs or charges incurred related to the implementation of the following interfaces will be the responsibility of the Customer.

Any interfaces that cannot be deployed as part of System go-live due to the Customer or a third-party vendor not being ready for deployment shall not delay System Acceptance.

ledsRecords IA TraCS Interface

This is a one-way interface from the Iowa Department of Transportation's TraCS to ledsRecords. IA TraCS will send accident records as XML files to a shared directory within the Customer's network. Encoded PDFs of the accident reports, which also contain the accident diagrams, are embedded within these XML files. The files are then imported into ledsRecords Accident Reports. Customer users will review and approve these imported accident records into the master accident report log. Zuercher Technologies will set up the network share for IA TraCS, and will be responsible for importing the files and the removal of those files once processed.

ledsRecords IA UCR

This is a one-way interface from ledsRecords to IA UCR. Customer users will select cases in ledsRecords and manually export those cases to a text file on the local file system. From there, the Customer will provide the file to the state system. Zuercher Technologies creates functionality to support the text file export from ledsRecords.

CLIPS Interface

This is a two-way interface between ledsSuite and the Zuercher provided NCIC server, which includes the CLIPS database and services. CLIPS is a web-based portal to provide full terminal access for inquiries, entries, modifications, administrative messaging, hit confirmations, etc. via

the Iowa state message switch. These forms are submitted via the CLIPS web-based portal and passed to the NCIC server. That server then sends the forms on to NCIC and returns the results back to the CLIPS portal and to ledsSuite. The Customer will provide a network connection and necessary authentication to the state from the NCIC server.

2. Hardware

Server Hardware

Three (3) rack-mount servers will be provided. They will be configured as ledsSuite servers in three configurations (1) production, one (1) training/testing, and one (1) warm standby. In addition to the standard ledsSuite operating environment, the production server will have the capability of running an NCIC message switch and interface server environment in a virtual machine. The Server Hardware costs are divided between the Marshall County E911 Board, the City of Marshalltown, and Marshall County Sheriff's Office. The servers will be installed at the Marshall County Sheriff's Office.

Barcode Scanner / Printer

This package includes one (1) wireless Wasp WWS550i barcode scanner, one (1) Wasp WPL305 label printer, and four (4) rolls of labels.

3. Services

Project Management

From the start of the project, a Zuercher Technologies project manager works with the agency as the single point of contact for implementation of the ledsSuite system. The project manager develops and manages the implementation schedule and liaises with the agency and Zuercher Technologies to keep the project on track and on schedule. The project manager conducts weekly status meetings to provide the agency with status reports.

The project team, under the direction of the project manager, visits pertinent areas of the agency and meets with key agency personnel to understand the agency's operational needs and business rules. Team members observe the agency's daily operations first-hand and use that information to identify how the ledsSuite system would best be configured to match and enhance the agency's workflows. The project team trains system administrators on configuration options and code table setup.

Training

In addition to the Zuercher project manager, one (1) Zuercher staff member will be on-site for up to eight (8) days of training:

- **System Admin** - As noted, the first portion of training is performed by the project team. Team members guide the system administrators in configuring the ledsSuite system, setting up and maintaining code tables, managing users and user rights, among other options.
- **End User Training** - Trainers conduct detailed courses for each of the agency's user groups (such as dispatchers or officers). These courses focus on the features of the ledsSuite system which are pertinent to each of these groups in their roles within the agency. As a result, the content of each course is tailored to the features and functionality which that group needs to know and use.
- **Go Live Support** - Zuercher Technologies staff is on site at the agency for go-live. Project managers and/or trainers assist users with questions which arise during this process and reinforce skills learned during the training sessions.

Training will be scheduled and coordinate between the Customer and the Zuercher project manager within standard business hours (7:00 AM CST to 6:00 PM CST, Monday through Friday).

Data Conversion

The project manager reviews with the agency which data is important to convert and monitors the process to ensure timely completion. Zuercher Technologies' data conversion analyst performs the actual data conversion.

The data conversion analyst:

- Coordinates with the agency to obtain copies of conversion data and screen shots.
- Identifies how the legacy data is formatted, linked, and organized.
- Develops scripts to load legacy data into conversion tool and into ledsSuite.
- Guides the agency through verification of the converted data.

The following data will be converted:

- RMS data will be converted into ledsRecords from the Sleuth database and data will be in a form substantially similar to that of the provided, "Data.bak".

Data not contained in system listed above will not be converted. Code tables, data mapping, and other system configuration will be required by the Customer with the assistance of a Zuercher training specialist. Code tables will not be part of the converted data.

Addendum B – Pricing Detail

Software		Qty	Price		Total
ledsSuite Base (Main Server, Server Software) - Server Upgrade	Per 50 Users	0.5	\$	5,000	\$ 2,500
ledsSuite Training/Testing Server - Server Upgrade	Per 50 Users	0.5	\$	5,000	\$ 2,500
ledsSuite Warm Standby (Software & Server) - Server Upgrade	Per 50 Users	0.5	\$	5,000	\$ 2,500
ledsRecords Additional Agency (MPD)	Per Addl Agency	1	\$	8,500	\$ 8,500
ledsRecords Licenses (MPD)	Per User	47	\$	650	\$ 30,550
ledsRecords IA TraCS Interface	Per System	1	Included		Included
ledsRecords IA UCR	Per Agency	1	Included		Included
ledsAdministration Base	Per System	1	\$	5,850	\$ 5,850
ledsAdministration Licenses	Per User	3	\$	350	\$ 1,050
ledsMobile CAD (Includes NCIC Client) (MPD)	Per Unit	15	\$	450	\$ 6,750
ledsMobile Records (MPD)	Per Unit	15	\$	950	\$ 14,250
ledsMobile AVL (Hardware not Included) (MPD)	Per Unit	15	\$	200	\$ 3,000
ledsMobile Mapping (MPD)	Per Unit	15	\$	550	\$ 8,250
ledsReporting	Included	1	Included		Included
ledsReporting Universal Interface Engine	Included	1	Included		Included
ledsSuite CLIPS Interface (MCCC)	Per System	1	Included		Included
Software Pre-Discount Subtotal					\$ 85,700
Software Discount					\$ (40,975)
Software Total					\$ 44,725
Hardware		Qty	Price		Total
Barcode Scanner/Printer for Evidence Management		1	\$	1,300	\$ 1,300
Hardware Total					\$ 1,300
Services		Qty	Price		Total
Dedicated Project Manager (Includes Travel)		1	\$	3,578	\$ 3,578
ledsSuite System Administrator Training/Data Collection (Includes Travel)	Per Day	2	\$	1,295	\$ 2,590
ledsRecords Training (Includes Travel)	Per Day	2	\$	1,295	\$ 2,590

ledsMobile Training (Includes Travel)	Per Day	2	\$	1,295	\$	2,590
ledsAdministration Training (Includes Travel)	Per Day	1	\$	1,295	\$	1,295
Go Live On-Site (Includes Travel)	Per Day	1	\$	1,295	\$	1,295
Data Conversion- Sleuth RMS (PD)	Per Module	1	\$	7,500	\$	7,500
Services Total					\$	21,438
TOTALS					Total	
Software Pre-Discount Subtotal					\$	85,700
Software Discount					\$	(40,975)
Software Total					\$	44,725
Hardware Total					\$	1,300
Services Total					\$	21,438
TOTAL					\$	67,463
Maintenance Pre-Discount Subtotal					\$	13,605
Maintenance Discount					\$	(2,721)
Maintenance Base Rate					\$	10,884
Year 1 Maintenance						Included
Year 2 Maintenance					\$	10,884
Year 3 Maintenance					\$	11,428
Year 4 Maintenance					\$	12,000
Year 5 Maintenance					\$	12,600

Addendum C – Payment Schedule

The amounts due under this contract are as follows:

Upon contract execution	\$22,875
On the First Anniversary of the Execution of this Agreement	\$22,875
On the Second Anniversary of the Execution of this Agreement	\$22,875
On the Third Anniversary of the Execution of this Agreement	\$22,875
On the Fourth Anniversary of the Execution of this Agreement	\$22,875

Additionally, commencing five years after contract execution, an annual maintenance fee will be due. The first year this fee is due it will not exceed \$12,600. In subsequent years, it will not increase more than 5% annually.

Addendum D - Maintenance Agreement

1. Warranties

1.1 Software Warranties

Zuercher warrants that: (i) it owns or otherwise has the rights in the Software and has the right to license the Software as described in this Agreement and (ii) while the Maintenance Agreement is in effect and has not been terminated or expired the operation of the Software shall not have material non-conformities, provided that no party has altered any portion of the Software, that the Software are operated on the Equipment and in the Operation Environment necessary to operate the Software, and that any non-conformities are not caused by products or services from Zuercher's suppliers or any other third party. Zuercher's sole obligation or liability under the Warranty shall be to use reasonable efforts to correct the Software, in a reasonable time, to perform in accordance with Addendum A, upon written notice of its failure to so perform from the Customer. In the event Zuercher fails to remedy material defects in the Software under this Warranty, the Customer's sole remedy and Zuercher's sole liability shall be to receive a refund of any fee paid hereunder for the portion of the Software, if any, which contains a Material Defect.

1.2 Hardware and Third Party Software Warranties

Zuercher warrants that, at the time of delivery, the Hardware will be new and unused. In addition, Zuercher warrants that the Customer will acquire good and clear title to the Hardware, free and clear of all liens and encumbrances.

All Hardware and Third Party Software warranties provided by the manufacturer will be passed through to the Customer. Zuercher will be solely responsible for processing and managing of all Hardware and Third Party Software warranty claims that may be necessary during the term of this Agreement.

2. Software Updates

While this Agreement has not expired, Zuercher will maintain the Software by providing software updates and enhancements to the Customer. All software updates provided to the Customer by Zuercher pursuant to the terms of this Agreement shall be subject to the terms and conditions of the License Agreement between the parties. Updates will be provided on an as-available basis and include the items listed below:

1. Bug fixes;
2. Enhancements to products licensed by Customer under this Agreement;

Updates do not include:

1. Platform extensions including product extensions to different hardware platforms, different windowing system platforms, or different operating system platforms
2. New functions such as new modules, components, products, or applications.

At a time mutually acceptable to both parties, Zuercher will install software updates remotely.

3. Support

Zuercher shall provide phone and email support for the Software licensed under this agreement and shall maintain a support center database to track any reported issues. No support will be provided for Software more than two versions back from the most recently released version.

Support does not include custom programming services or training.

4. Hardware Maintenance

Zuercher will maintain the Server Hardware necessary to host the Software. This does not include any Hardware except Server Hardware.

5. Customer Responsibilities

5.1 Access to Premises

The Customer shall provide Zuercher with reasonable and timely access to the sites and personnel necessary for Zuercher to perform its obligations under this Agreement.

5.2 Zuercher Server Access

The Customer will ensure that all ledsSuite servers are network accessible to Zuercher at all times via SSH.

5.3 System Administrator

The Customer is responsible for naming one or more System Administrators to serve as a primary point of contact between the Customer and Zuercher. At least one System Administrator must be available at all times. The Customer will ensure that the System Administrators possesses the appropriate technology and public safety knowledge and skills to perform this role sufficiently.

5.4 Security

The Customer is responsible for providing all network and physical security.

5.5 System Updates

The Customer shall work in good faith to allow Zuercher to install System updates as requested by Zuercher.