

**CITY OF MARSHALLTOWN**  
**COUNCIL AGENDA**  
**CITY HALL COUNCIL CHAMBERS**  
**10 W STATE STREET**  
**MARCH 25, 2019, 5:30 PM**

**A. NOTICE TO PUBLIC**

The Mayor and City Council welcome comment from the public during discussion of any of the agenda items. 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 3 minutes or less in order that others may be given the opportunity to speak. All speakers shall speak clearly and direct their comments to the Mayor and City Council and not to any Councilor specifically. It is at the discretion of the Mayor and Council to respond to specific questions and comments or to have staff respond during the meeting.

**B. CALL TO ORDER**

Mayor Joel T.S. Greer

**C. PLEDGE OF ALLEGIANCE**

**D. ROLL CALL**

Cahill, Gowdy, Hoop, Isom, Lamer, Martin, Wirin.

**E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS**

1. Years Of Service

Brian Abel - 10 years

Randy Daniel - 40 years

Jason Johnston - 5 years

**F. CONSENT AGENDA**

1. Approve Council Minutes, 3/11/2019, And Bill List \$1,528,867.35.

Documents:

[2019-03-11\\_Council-minutes.pdf](#)

[2019-03-25\\_BillList.pdf](#)

2. Receipt Of Civil Service Commission New Hire Lists:

Civil Service New Hire List - Transit Operator

Civil Service New Hire List - Transit Mechanic

Documents:

[03-25-2019\\_New Hire list - Full Time Transit Operator.pdf](#)

[03-25-2019\\_New Hire list - Full Time Transit Mechanic.pdf](#)

3. Appoint Michele Buzbee To Plan Zoning Commission, Term Expires:

4-1-2022

Documents:

[Buzbee Michele - PZ board app.pdf](#)  
[2019-03-20\\_rpt\\_BoardsRoster-PZ.pdf](#)

4. Approve Renewal Tree Trimmer License: Cody's Tree Service LLC

Documents:

[Codys Tree Service LLC - ins exp 4-11-2020.pdf](#)

5. RESOLUTION 2019-052 APPROVING A CONTRACT FOR TRANSIT SERVICES BETWEEN THE CITY OF MARSHALLTOWN, IOWA TRANSIT DEPARTMENT AND THE IOWA DEPARTMENT OF HUMAN SERVICES

Documents:

[Transit Medicaid Reso.pdf](#)  
[Transit DHS03202019152423\\_001.pdf](#)  
[Memo to City Council - DHS Agreement.pdf](#)

6. Approve Alcohol License Renewals - May Renewal  
The Spot, The Perfect Setting, Tremont on Main, Mi Ranchito  
Mexican Grill & Seafood, Zenos Pizza.

G. MOTIONS

1. New Liquor License Applications:

1.) Hall of Fame Concession, Class BB, 807 S 6th St - six month, with transfer the Class B License to the shed at the west end with Class C at the concessions for an event during May 10-14, 2019, and approval of a Class C license for the May 10-14 event.

2.) Wandering Creek Golf Course, Class C, 2436 233rd Street

Documents:

[rptLicenseApplication Wandering Creek.pdf](#)  
[rptLicenseApplicationHall of Fame Concessions.pdf](#)

H. RESOLUTIONS

1. RESOLUTION 2019-053 APPROVING FEES AT THE MARSHALLTOWN COMPOST FACILITY BY THE CITY OF MARSHALLTOWN, IOWA

Documents:

[Compost fees.pdf](#)  
[Compost FeesSchedule \(1\).pdf](#)

2. RESOLUTION 2019-054 ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT FOR THE MANHOLE AND POINT REPAIR PROJECT IN THE CITY OF MARSHALLTOWN, IOWA BEING PROJECT NO. 59016002 IN THE AMOUNT OF \$3,848,272.45

Documents:

[Res Accept Bid Manhole Repair.pdf](#)  
[Recommendation of Award - Con-Struct.pdf](#)

3. Resolution 2019-055 Approving Purchase Of Firearms Simulator Training Equipment For Use In The Police Department

Documents:

[03-25-2019\\_Resolution for MPD Purchase of MILO Range Pro Firearms Training Simulator.pdf](#)  
[MPD Milo Firearms Training Simulator Purchase Documents.pdf](#)  
[MPD Milo Firearms Training Simulator Purchase.pdf](#)

4. RESOLUTION 2019-056 APPROVING A CONTRIBUTION OF \$5,000 TO THE MARSHALLTOWN 4TH OF JULY FIREWORKS CELEBRATION

Documents:

[Res for Fireworks Contribution.pdf](#)

## **I. ORDINANCES**

1. PUBLIC HEARING AND ORDINANCE #14980 APPROVING CHANGES TO THE MARSHALLTOWN ZONING ORDINANCE OF 2010, REGARDING CHAPTER 29 TABLE OF PERMITTED AND SPECIAL USES FOR COMMERCIAL & INDUSTRIAL DISTRICTS, THIRD READING

Ordinance 14980 was amended 2/25/19 and then amended back to original recommendation from Plan Zoning Commission on 3/11/19.

Documents:

[032519\\_CC\\_Memo\\_RC\\_Uses.pdf](#)  
[14980\\_ORD RC\\_Table of Uses\\_2019\\_Amended for 032519.docx](#)  
[14980\\_written comments re UHaul ordinance.pdf](#)

2. PUBLIC HEARING AND ORDINANCE #14981 APPROVING CHANGES TO THE MARSHALLTOWN ZONING ORDINANCE OF 2010, REGARDING CHAPTER 19 TN TRADITIONAL NEIGHBORHOOD DISTRICT AND REZONING THE PROPERTIES AT 108, 110, 112, AND 114 N 3RD AVENUE IN MARSHALLTOWN FROM R-4 MEDIUM DENSITY RESIDENTIAL TO TRADITIONAL

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## NEIGHBORHOOD, THIRD READING

Documents:

[14981\\_ORD\\_Chapter-19 TN-Traditional-Neighborhood-District\\_Rezoning.pdf](#)

### J. **DISCUSSION**

### K. **PUBLIC COMMENT**

Members of the public may make comments on any item which was not on the agenda during this time. The speaker shall approach the microphone, and state his or her name and address. Comments shall be limited to three minutes, unless a longer comment is authorized by the Mayor. The speaker shall direct comments to the Mayor and to the Council as a whole. The Mayor and Councilors shall not engage in discussion or debate on items raised by members of the public, and no action may be taken on items raised in public comments in order to comply with open meetings laws.

### L. **ADJOURN**

Please visit the City's website for the complete agenda packet and to subscribe to agenda notices and department news. [www.marshalltown-ia.gov](http://www.marshalltown-ia.gov)

Council Proceedings  
March 11, 2019

Mayor Greer called the meeting to order at 5:30 PM, March 11, 2019, in the Council Chambers at 10 W State Street and led the pledge of allegiance. Roll call- Present: Cahill, Gowdy, Hoop, Isom, Lamer, Martin and Wirin. Wirin and Cahill actively participated via speakerphone.

**CONSENT AGENDA:**

Gowdy moved to adopt the consent agenda: Approve Council Minutes, 2/25/2019, And Bill List \$1,279,243.22; Approve January 2019 Monthly Financial Statements; RESOLUTION 2019-038 APPROVING A CONTRACT FOR TRANSIT ADVERTISING BETWEEN THE CITY OF MARSHALLTOWN, IOWA AND MIDWEST TRUCK ADVERTISING LLC; Approve Transfer Of Liquor License For Jake's Game Room, From 207 E Main St To 918 N 4th Avenue, With Renewal; second by Martin. Motion carried 7-0.

**RESOLUTIONS**

Lamar moved to adopt RESOLUTION 2019-039 TO APPROVE FACADE APPLICATION FOR 216-218 E. MAIN STREET, FOSTER & URBANOWSKI, second by Isom. Eaton, 1007 S 7<sup>th</sup> Ave, asked about fake stucco and if the Downtown Master Plan was consulted for proposed improvements. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2019-040 TO APPROVE FACADE APPLICATION FOR 14 E MAIN STREET, CLAPSADDLE GARBER ASSOCIATES, second by Wirin. Resolution adopted 7-0.

Isom moved to adopt RESOLUTION 2019-041 ALLOCATING \$55,000 OF FUNDING TO PUBLIC ART AT THE POLICE AND FIRE BUILDING, second by Martin. Cahill stated she had received much positive and some negative feedback regarding the Art at the new facility. She sees the public art as a step toward normalizing the community following the tornado. Jacob Rowley, 910 E South St, spoke against the art project. Resolution adopted 7-0.

Martin moved to adopt RESOLUTION 2019-042 APPROVING FEES CHARGED BY THE PARKS AND RECREATION DEPARTMENT OF THE CITY OF MARSHALLTOWN, IOWA FOR PARK SHELTER RENTALS AND AQUATIC CENTER FEES, second by Isom. Parks Director Hubbard recommended some increases to cover cost of providing the service. Resolution adopted 7-0.

Gowdy moved to adopt RESOLUTION 2019-051 AUTHORIZING THE CITY OF MARSHALLTOWN PARKS & RECREATION DEPARTMENT TO ENTER INTO AN AGREEMENT TO RENT THE PLEASANT HILLS POOL AT 909 SOUTH 12TH STREET FOR SWIMMING LESSONS THROUGHOUT THE 2019 CALENDAR YEAR, second by Isom. Hubbard explained the agreement was for lessons. No parties are being planned at this time. Lifeguards will be city employees. Resolution adopted 7-0.

**PUBLIC HEARING**

Mayor Greer opened the public hearing at 5:52 PM for the FY2020 budget. Finance Director Steiner announced the city tax rate will increase 10.276 cents, with total tax rate of \$15.38434 and explained local option sales tax reduced the tax rate. There were no public or written comments either for or against the proposal. Mayor Greer declared the public hearing closed at 5:54 PM. Lamer moved to adopt RESOLUTION 2019-049 TO ADOPT BUDGET AND CERTIFY TAXES FOR FY20, second by Martin. Resolution adopted 7-0.

**PUBLIC HEARING**

Mayor Greer opened the public hearing at 5:55 PM for the five year capital improvement plans, for FY 2019-2023. There were no public or written comments either for or against the proposal. Mayor Greer declared the public hearing closed at 5:57 PM. Gowdy moved to adopt RESOLUTION 2019-050 TO APPROVE CAPITAL IMPROVEMENT PLAN FOR FY19 TO FY23, second by Cahill. Resolution adopted 7-0.

Lamer moved to adopt the following Resolutions regarding the Public Safety Building Change Orders: RESOLUTION 2019-043 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-1 GYMPSUM WALL ASSEMBLIES FOR HILSABEK SCHACHT, INC. AN INCREASE OF \$2,513.00; RESOLUTION 2019-044 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-2 FLOOR COVERINGS FOR ALLIED CONSTRUCTION SERVICES, INC. AN INCREASE OF \$2856.00; RESOLUTION 2019-045 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP# 22-1 PLUMBING & MECHANICAL FOR TONY'S PLUMBING & HEATING LLC. AN INCREASE OF \$918.00; RESOLUTION 2019-046 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE

HEADQUARTERS PROJECT # BLD17001 BP#26-1 ELECTRICAL COMMUNICATIONS & SECURITY FOR DEVRIES ELECTRIC AN INCREASE OF \$522.04; RESOLUTION 2019-047 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#6-1 GENERAL SUPPLIES FOR GARLING CONSTRUCTION AN INCREASE OF \$15893.87; RESOLUTION 2019-048 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#8-1 ALUMINUM STOREFRONTS, CURTAINWALLS & GLAZING FOR FORMAN FORD AN INCREASE OF \$6,315.00; second by Isom. Ethan Dix, Storey Construction, answered questions. Anna Wolvers asked the council know the entire facility cost before spending money on art. Resolutions adopted 7-0.

**ORDINANCES:**

Lamer moved to adopt the second reading of ORDINANCE #14980 APPROVING CHANGES TO THE MARSHALLTOWN ZONING ORDINANCE OF 2010, REGARDING CHAPTER 29 TABLE OF PERMITTED AND SPECIAL USES FOR COMMERCIAL & INDUSTRIAL DISTRICTS, second by Hoop. The council discussed the Plan Zoning Commission recommendations and heard from members of the public.

Martin moved to amend the Ordinance not allow external storage in the district, second by Isom. Amendment adopted 5-2, Hoop and Lamer dissenting. Second reading adopted 5-2, Lamer and Hoop dissenting.

Wirin moved to adopt the second reading of ORDINANCE #14981 APPROVING CHANGES TO THE MARSHALLTOWN ZONING ORDINANCE OF 2010, REGARDING CHAPTER 19 TN TRADITIONAL NEIGHBORHOOD DISTRICT AND REZONING THE PROPERTIES AT 108, 110, 112, AND 114 N 3RD AVENUE IN MARSHALLTOWN FROM R-4 MEDIUM DENSITY RESIDENTIAL TO TRADITIONAL NEIGHBORHOOD, second by Gowdy. Second reading adopted 7-0.

**DISCUSSION**

Hoop moved to consider a Resolution at the next meeting regarding a \$5,000 donation towards community firework display, second by Martin. Motion carried 7-0.

**PUBLIC COMMENT:**

Carlene Prazak, 111 Harmonay Drive, asked tax dollars be diverted to streets.

**CLOSED SESSION:**

At 6:22 PM, Lamer moved to enter into Closed session pursuant to Section 21.5, subsection 1, paragraph c, of the Code of Iowa, to discuss strategy with counsel in matters where litigation is imminent where its disclosure would be likely to prejudice or disadvantage the city in that litigation. The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047. and with Lynch Dallas P.C., by Council Resolution #2017-093, approved May 8, 2017, second by Martin. Motion carried 7-0. Wirin and Cahill were present by speakerphone.

At 6:54 PM, Gowdy moved to enter into Open session, second by Martin. Motion carried 7-0. Roll call: All members of the council present. Martin moved to follow defense counsel recommendations as discussed in closed session, second by Isom. Motion carried 4-3, with Lamer, Gowdy and Hoop dissenting.

**ADJOURNED:**

Meeting adjourned at 6:58 PM

Respectfully submitted,

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Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

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Joel T.S. Greer, Mayor

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Shari L. Coughenour, CMC, City Clerk



|                                           |            |
|-------------------------------------------|------------|
| <b>Buildings/Improvements</b>             |            |
| Heart.of.Iowa/1                           | 2,500.00   |
| <b>Consulting &amp; Professional Fees</b> |            |
| Bernie.Lowe.Asc/1                         | 2,898.00   |
| Bolton&Menk.Inc/6                         | 26,052.08  |
| Fox.Engrg.Assc/1                          | 8,460.00   |
| Howard.R.Green/1                          | 2,718.00   |
| Ins.Strat.Consu/1                         | 975.00     |
| Lexipol,LLC/1                             | 3,450.00   |
| S.E.H.Inc./1                              | 88,000.00  |
| Wellmark.Inc./1                           | 10,913.70  |
| <b>Contracts</b>                          |            |
| Animal.Clinic/1                           | 102.00     |
| Aramark.Unfrm/4                           | 119.81     |
| Bintec.Library/1                          | 2,539.80   |
| Bolton&Menk.Inc/4                         | 4,245.00   |
| CIVICPLUS.INC/2                           | 9,369.89   |
| Hydro.Internat/1                          | 6,026.01   |
| IA.Pump.Works/1                           | 24,933.56  |
| IA.Valley.Cont./1                         | 900.00     |
| Marco.Holdings/1                          | 37.50      |
| Marsh.Co.Landfi/1                         | 37.40      |
| Midland.Scienti/1                         | 8,039.55   |
| Midw.Auto.Fire/1                          | 275.20     |
| Network.Fleet/2                           | 617.00     |
| O.C.L.C.Inc/1                             | 905.21     |
| Premier.Equip/1                           | 107.17     |
| Schendel.Pest.C/1                         | 42.50      |
| Schumacher.Elev/2                         | 434.11     |
| Servicemaster/1                           | 1,772.00   |
| Sirsi.Corp/1                              | 940.00     |
| Stericycle.Inc/2                          | 80.37      |
| Stone.Sanit/1                             | 115.56     |
| Storey.Kenwrthy/2                         | 41,983.35  |
| Stucky.J/1                                | 1,975.00   |
| Tafta,J/1                                 | 400.00     |
| Unique.Mgmt.Svc/1                         | 125.30     |
| Ventilation.Svc/1                         | 1,000.00   |
| Xerox.Corp/1                              | 77.24      |
| <b>Library Books</b>                      |            |
| Baker.Taylor/22                           | 1,237.58   |
| BRODART.CO/12                             | 1,289.96   |
| Cengage.Learng/11                         | 528.24     |
| Diamond.Lake/1                            | 94.75      |
| Gardner.Publish/2                         | 85.93      |
| Kids.Reference/1                          | 143.92     |
| MicroMarketing./5                         | 752.84     |
| Mt.Library.Serv/2                         | 1,190.10   |
| OVERDRIVE,INC./2                          | 80.49      |
| Penworthy.Co/1                            | 466.91     |
| <b>Medical</b>                            |            |
| Iowa.Heart.Cent/4                         | 878.00     |
| Medtrak.Service/1                         | 400.22     |
| Occ.Med.Plus/4                            | 992.50     |
| Wellmark.Inc./5                           | 88,091.62  |
| <b>Payroll.Deductions</b>                 |            |
| American.Educa./1                         | 64.41      |
| AXA/1                                     | 425.00     |
| Collection.Svs./5                         | 1,391.56   |
| Colonial.Life/1                           | 522.21     |
| Fidelity.Securi/2                         | 402.96     |
| Fire.Union.Dues/2                         | 1,260.00   |
| I.P.E.R.S./7                              | 72,645.04  |
| I.R.S./6                                  | 74,963.79  |
| IA.Treasurer/4                            | 16,752.00  |
| ICMA.457/11                               | 10,255.23  |
| M.F.P.R.S.I./4                            | 120,547.53 |
| Meskwaki Nation/1                         | 300.34     |
| Texas.Child.Sup/2                         | 252.57     |
| TotalAdmin.Serv/6                         | 8,754.67   |
| UAW.Local 893/1                           | 148.48     |
| United.Way/4                              | 814.78     |
| <b>Payroll.Net</b>                        |            |
| Payroll/1                                 | 271,408.29 |
| <b>Refund/Reimbursed</b>                  |            |
| Avina,J/1                                 | 14.99      |
| Baker.Taylor/2                            | 139.52     |
| Bland,J/1                                 | 582.12     |
| BRODART.CO/1                              | 26.08      |

|                        |            |
|------------------------|------------|
| Gonzalez-Maga,J/1      | 14.39      |
| Hatch,J/1              | 61.60      |
| IA.Treasurer/1         | 23.00      |
| Midwest.Tape/1         | 89.94      |
| Renderos,J/1           | 16.95      |
| Shogren,R/1            | 29.00      |
| Tejada,A/1             | 10.99      |
| <b>Service/Repairs</b> |            |
| /0                     | 3,518.00   |
| Background.Inv./1      | 23.90      |
| BDH/1                  | 99.00      |
| Century.Laundry/1      | 210.00     |
| Century.Link/26        | 253.70     |
| Centurylink.Id/6       | 9.88       |
| Cntrl.IA.Machin/1      | 23.18      |
| Cowan.Roofing/1        | 540.00     |
| Devig,T/6              | 360.00     |
| Gale-Hazen,E/3         | 165.00     |
| Gale-Hazen,K/3         | 382.50     |
| GRIMES.PLIBRARY/1      | 225.00     |
| Hannam.Autom/5         | 5,772.29   |
| Hartwig.Plmbg/1        | 126.00     |
| Heart.of.Iowa/4        | 430.18     |
| I.C.A.P./3             | 228,713.30 |
| Ia.Assoc.Hsg/1         | 45.00      |
| IA.Dept.Commrc/1       | 100.00     |
| IA.Treasurer/2         | 18,132.00  |
| Insight.Public./1      | 739.70     |
| Kapaun.Brown/3         | 576.00     |
| Lexipol,LLC/1          | 3,481.00   |
| Lost.Island/1          | 50.00      |
| Marsh.Co.Landfi/17     | 142.70     |
| Maulsby,D/1            | 200.00     |
| McAtee.Tire/2          | 329.70     |
| Occ.Med.Plus/2         | 228.00     |
| Quick,J/1              | 150.00     |
| Racom.Corp/3           | 2,257.50   |
| Scharnweber.Wtr/1      | 27.00      |
| Sports.Plus.Med/1      | 75.00      |
| Verizon.Wireles/12     | 1,156.13   |
| <b>Supplies/Parts</b>  |            |
| ACOM.Solutions/1       | 238.23     |
| Adland.Engrvg/2        | 293.95     |
| Airgas.U.S.A./2        | 117.07     |
| Ames.Libr.Found/1      | 2,152.00   |
| Arnold.Motor.Su/11     | 232.71     |
| Baker.Taylor/3         | 125.29     |
| BDH/7                  | 1,615.19   |
| Big.Belly.Solar/1      | 194.00     |
| Bintec.Library/2       | 3,023.00   |
| Brown.Supply.Co/1      | 739.78     |
| Browns.Shoe.Fit/1      | 157.50     |
| Carl.Zeiss.Visn/1      | 151.31     |
| Cessford.Constr/2      | 2,002.45   |
| Cntrl.IA.Distr/3       | 535.70     |
| Cntrl.IA.Machin/2      | 755.07     |
| Cntrl.Office/2         | 48.16      |
| CORE.MAIN.LLP/1        | 160.00     |
| Cover.One/5            | 1,704.00   |
| DCI.SOR/1              | 60.00      |
| Deluxe.Business/1      | 60.12      |
| DEMCO.INCORP./1        | 659.52     |
| Digital.Ally/1         | 245.00     |
| Engineered.Equi/1      | 4,091.54   |
| Fastenal.Co/3          | 19.10      |
| Fink,K/1               | 39.95      |
| Fire.Services.T/1      | 185.00     |
| Galls.LLC/3            | 389.96     |
| Hach.Co/1              | 1,094.30   |
| Hartwig.Plmbg/1        | 6.64       |
| Henderson.Truck/1      | 1,311.48   |
| Hunter,S/1             | 109.99     |
| IA.Park.Rec.Ass/1      | 50.00      |
| Iowa.Outdoors/1        | 15.00      |
| Jensen.Inc/1           | 51.88      |
| Kapaun.Brown/2         | 266.35     |
| Keystone.Lab/4         | 170.50     |
| Kriss.Premium/1        | 11.16      |
| M.A.T.A.I./1           | 650.00     |
| Marsh.Co.Engr/26       | 25,431.64  |
| Menards/7              | 65.02      |

|                        |                     |
|------------------------|---------------------|
| Midland.Scienti/2      | 305.77              |
| Minuteman/1            | 207.80              |
| Murphy.Tractor./1      | 708.78              |
| Napa.Auto/9            | 605.52              |
| Nutri.Ject.Sys/1       | 130.00              |
| Nutrien.Ag.Sol/6       | 3,271.22            |
| Racom.Corp/5           | 10,670.30           |
| Reliant.Fire.Ap/1      | 573.75              |
| Rockmount.Alloy/1      | 827.78              |
| Shelangoski,W/1        | 49.99               |
| Showroom.Auto/1        | 95.00               |
| Sign.Creations/1       | 2.25                |
| Storey.Kenwrthy/3      | 260,758.24          |
| Streichers.Inc/2       | 352.00              |
| Stucky.J/1             | 75.00               |
| Titan.Machinery/2      | 1,561.24            |
| Tri.State.Lock/1       | 16.00               |
| Univ.Louisville/1      | 1,295.00            |
| Verizon.Wireles/1      | 756.70              |
| Witmer.Public.S/4      | 499.01              |
| Xcessories.Sqrd/2      | 99.08               |
| <b>Travel/Training</b> |                     |
| Baldazo,A/1            | 82.52               |
| Fire.Services.T/1      | -25.00              |
| Hillers,C/1            | 32.00               |
| ROSENBLUM,S/3          | 275.34              |
| <b>Utilities</b>       |                     |
| AlliantEnergy/44       | 47,476.58           |
| Consumr.Energy/2       | 424.83              |
| Mtwn.Wtrwrks/10        | 740.35              |
| WoodRiver.Enrgy/2      | 1,911.27            |
| <b>Total/529</b>       | <b>1,582,867.35</b> |



Jill Petermeier, Human Resources Director  
City of Marshalltown, Iowa  
24 North Center Street  
Marshalltown, IA 50158  
Tel(641)754-5704 Fax (641)844-1899  
jpetermeier@ci.marshalltown.ia.is

To: Civil Service Commission

From: Kevin Pigors, Transit Administrator  
Justin Nickel, Public Works Director

Re: Certified Hire List

Position: Full Time Transit Operator

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

Kathleen Cleland

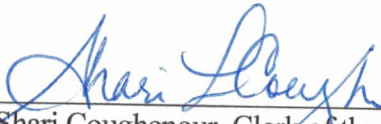
This list shall be valid for a period not to exceed March 21, 2020.

Date List Certified by Civil Service Commission:

March 21, 2019

  
\_\_\_\_\_  
Mary Stevens, Civil Service Commission Chair

Attest:

  
\_\_\_\_\_  
Shari Coughenour, Clerk of the Commission



Jill Petermeier, Human Resources Director  
City of Marshalltown, Iowa  
24 North Center Street  
Marshalltown, IA 50158  
Tel(641)754-5704 Fax (641)844-1899  
jpetermeier@ci.marshalltown.ia.is

To: Civil Service Commission

From: Kevin Pigors, Transit Administrator  
Justin Nickel, Public Works Director

Re: Certified Hire List

Position: Full Time Mechanic

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

Ramon Ortega

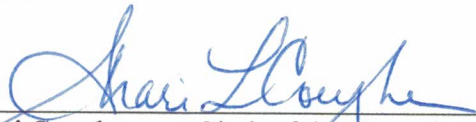
This list shall be valid for a period not to exceed March 21, 2020.

Date List Certified by Civil Service Commission:

March 21, 2019

  
\_\_\_\_\_  
Mary Stevens, Civil Service Commission Chair

Attest:

  
\_\_\_\_\_  
Shari Coughenour, Clerk of the Commission

# CITY OF MARSHALLTOWN

## APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

|                                                                                                  |  |                              |                      |                                     |
|--------------------------------------------------------------------------------------------------|--|------------------------------|----------------------|-------------------------------------|
| <b>DATE:</b><br>03/04/2019                                                                       |  |                              |                      |                                     |
| <b>Last Name</b><br>Buzbee                                                                       |  | <b>First Name</b><br>Michele |                      | <b>Middle Initial</b><br>R          |
| <b>STREET ADDRESS</b><br>510 Highland Drive                                                      |  | <b>CITY</b><br>Marshalltown  | <b>STATE</b><br>Iowa | <b>ZIP</b><br>50158                 |
| <b>DAY PHONE #</b>                                                                               |  | <b>EVENING PHONE #</b>       |                      | <b>CELL PHONE #</b><br>641-780-0974 |
| <b>EMPLOYER:</b> (If retired, please indicate last employer and position held.)<br>self employed |  |                              |                      |                                     |
| <b>Email address:</b><br>shelmadigan@gmail.com                                                   |  |                              |                      |                                     |

### VOLUNTEER CIVIC/COMMUNITY ACTIVITY

Please list the organizations in which you have been involved, the nature and duration of your involvement, and any offices or positions you have held. If necessary, continue on another sheet and attach. Include any innovative programs you have developed or participated in at work or in other volunteer capacity.

Please check which of the following City Boards and/or Commissions you would like to be appointed to.

- |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Bike Path Committee<br><input type="checkbox"/> Board of Adjustment<br><input type="checkbox"/> Civil Service Commission<br><input type="checkbox"/> Claims Appeal Board<br><input type="checkbox"/> Coliseum Commission<br><input type="checkbox"/> Dangerous Building Board of Appeals<br><input type="checkbox"/> Electrical Appeals Board<br><input type="checkbox"/> Electricians Examining Board<br><input type="checkbox"/> Enterprise Zone<br><input type="checkbox"/> Gas & Plumbing Board<br><input type="checkbox"/> Housing Appeals Board<br><input type="checkbox"/> Human Rights Commission | <input type="checkbox"/> Investment Advisory Board<br><input type="checkbox"/> Library Board<br><input type="checkbox"/> Marshalltown Softball Association<br><input type="checkbox"/> Municipal Art Gallery/Fisher Center<br><input type="checkbox"/> Parks Advisory Committee<br><input type="checkbox"/> Public Housing Advisory Governing Board<br><input checked="" type="checkbox"/> Planning & Zoning Commission<br><input type="checkbox"/> Trees Forever /Branching Out Committee<br><input type="checkbox"/> Uniform Building Board of Appeals<br><input type="checkbox"/> Uniform Fire Code Board of Appeals<br><input type="checkbox"/> Water Board |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
- Other: \_\_\_\_\_

IN ADDITION, MEMBERS OF THE COUNCIL ARE APPOINTED AS REPRESENTATIVES TO THE FOLLOWING:

- |                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                 |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <input type="checkbox"/> Cable TV Advisory Committee<br><input type="checkbox"/> Convention & Visitors Bureau (CVB)<br><input type="checkbox"/> Landfill Commission<br><input type="checkbox"/> Main Street Central Business (MCB) | <input type="checkbox"/> Marshalltown Economic Development Impact Commission (MEDIC)<br><input type="checkbox"/> 911 Commission<br><input type="checkbox"/> Senior Citizen's Committee<br><input type="checkbox"/> Sister City Ad Hoc Committee |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

Please indicate why you have designated a particular Board/Commission on which you would like to serve. For instance, previous experience, expertise or interest, improvements, etc., you believe you would bring to the Board/Commission.

I value the importance of planning on zoning for the betterment of Marshalltown. I would look forward to putting into plan a proactive process to establish goals and policies for directing and managing future growth and development.

#### **ATTENDANCE OF MEMBERS OF ALL BOARDS AND COMMISSION**

Attendance of Board and Commission members will be reviewed on a quarterly basis by the staff member who works most directly with any Board or Commission. If attendance of any member is at a level of less than 75% for two consecutive quarters, the staff member will report that attendance to the member and to the Mayor. If attendance of any member is at a level below 60% in any four consecutive quarters (or over a span of six or more meetings for groups which meet fewer than six times annually), the Mayor will request a resignation from that member unless there were extenuating circumstances, outside the control of the member, which were reported to the staff member prior to the absences. If a Board or Commission has been unable to conduct business at more than one scheduled meeting in the previous year due to lack of a quorum, the 60% requirement will be enforced regardless of extenuating circumstances.

**I do not intend to leave the city for long periods of time during my appointment:**

Yes ☒  
No ☐

If you have a resume, please attach it to this form so that the Mayor and City Council can most effectively evaluate your interests and match you with the appropriate Board/Commission vacancy.

The City appreciates your time and volunteer spirit. This interest form will be retained for one year and if during that time you are not appointed to a City Board/Commission, you will receive a notice asking that you renew your interest in serving.

Return to: City Clerk's Office  
City Hall, 24 North Center Street  
Marshalltown, Iowa 50158  
(641) 754-5701

  
Applicant Signature

Meeting notifications are provided via email and posted on the City's website.



---

## Board and Commission Roster

### Planning and Zoning Commission

Department: Housing

Dept. Phone: (641) 754-5756

*Seven members appointed by the Mayor subject to approval of the City Council; 5 year terms. The Commission shall recommend the boundaries of the various original district and appropriate regulations and restrictions to be enforced therein. In addition, the Commission shall make recommendations for amendments, supplements, changes and modifications of said regulations, restrictions, and boundaries of districts. Meetings will be held the Thursday following the first Council meeting of the month at*

| <u>Term End</u><br><u>Date</u> | <u>Member Contact Information</u>                                           |                                  |                                                                              |
|--------------------------------|-----------------------------------------------------------------------------|----------------------------------|------------------------------------------------------------------------------|
| 4/1/2020                       | <b>Keith E. Bloomquist</b><br>2313 Knollway Drive<br>Marshalltown, IA 50158 | (641) 751-5075<br>(641) 753-4020 | knollway@mchsi.com<br><br>Appointed: 2/27/2017                               |
| 4/1/2018                       | <b>Jon Boston</b><br>1710 Rainbow Drive<br>Marshalltown, IA 50158           | (641) 752-2594                   | jcbost50@yahoo.com<br><br>Appointed: 3/25/2013                               |
| 4/1/2023                       | <b>Matthew Brodin</b><br>315 Harrison Dr<br>Marshalltown, IA 50158          | (641) 691-1185                   | brodin.matt@gmail.com<br><i>replaces F Nord</i><br>Appointed: 12/11/2017     |
| 4/1/2022                       | <b>Michele Buzbee</b><br>510 Highland Dr<br>Marshalltown, IA 50158          | (641) 780-0974                   | shelmadigan@gmail.com<br><i>replaces Aimee Deimerly Snyder</i><br>Appointed: |
| 4/1/2019                       | <b>Sharon Greer</b><br>112 W Church Street<br>Marshalltown, IA 50158        | (641) 752-5467                   | sharon@cdrlaw.com<br><br>Appointed: 10/27/2014                               |
| 4/1/2018                       | <b>Angela Lins-Eich</b><br>410 W Main Street<br>Marshalltown, IA 50158      | (641) 351-9469<br>(351) 652-7000 | a.lins-eich@lifeconnections4u.net<br><br>Appointed:                          |
| 4/1/2020                       | <b>Stephen Valbracht</b><br>307 Thunderbird Drive<br>Marshalltown, IA 50158 |                                  | stevevalbracht@gmail.com<br><br>Appointed: 3/28/2016                         |

Wednesday, March 20, 2019



State of Iowa gender equality statistics

|                     |   |        |
|---------------------|---|--------|
| Males - Count / %   | 4 | 57.14% |
| Females - Count / % | 3 | 42.86% |
| Total Members       | 7 |        |

# CITY OF MARSHALLTOWN

## APPLICATION FOR A TREE TRIMMER LICENSE

TREE TRIMMER LICENSES MUST BE APPROVED BY THE CITY COUNCIL OF MARSHALLTOWN

Name of Business: Cody's Tree Service, LLC  
Address of Business: 6131 NE Lakeshore Drive; Brooklyn, Ia 52211  
Business Telephone: 515-520-4145  
Owner(s) of Business: Cody D. Brown  
Home Address/  
Telephone of Owners: 5169 Buena Vista Drive; Brooklyn, IA 52211  
If incorporated, is business authorized to transact business in the State of Iowa? Yes  
Sales Tax Number: 1-79-007822  
If title is a trade name, has such name been registered? no  
Date of commencement of business: 10-23-17 (Incorporated)  
2-21-16 (Private Owner)  
Has Owner(s) ever been convicted for violation of the law other than minor traffic offenses?  
Yes    No X (A conviction record will not necessarily be a bar to approval. Factors such as nature and seriousness of the violation, age at time of the offense, and rehabilitation will be taken into account.) If you answered yes or if you are unsure, please explain:

### EQUIPMENT TO BE USED IN TREE TRIMMING BUSINESS:

| VEHICLES/MAJOR EQUIPMENT | LICENSE PLATE NUMBERS | OWNER(S)              |
|--------------------------|-----------------------|-----------------------|
| 2013 Ford F250           | EEA617                | Cody Brown; Dee Brown |
| 2008 Ford F750           | Har 889               | Cody Brown; Dee Brown |
| 2018 PT Dump Trailer     | ET 6387               | Cody Brown; Dee Brown |
| 2018 PT Flatbed Trailer  | ET 6383               | Cody Brown; Dee Brown |
| 2009 Altec Disc Chopper  | ET 6501               | Cody Brown; Dee Brown |
| 2016 Bobcat Skidloader   | N/A                   | Cody Brown; Dee Brown |
| 2016 Toro Stump Grinder  | N/A                   | Cody Brown; Dee Brown |

An Up-To-Date Certificate of Insurance showing liability insurance and worker's compensation coverage must be filed with the City Clerk prior to Issuance of a Tree Trimmer License  
Date Insurance Certificate Received \_\_\_\_\_

Cody Brown  
Applicant

\_\_\_\_\_  
Applicant

Date: \_\_\_\_\_  
\$25.00 Fee paid \_\_\_\_\_

Approved by City Council on \_\_\_\_\_

\_\_\_\_\_  
City Administrator

7/98

Please remember that all brush and tree trimmings must be disposed of in a proper and legal fashion



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/08/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| <b>PRODUCER</b><br>West Bend Mutual Insurance Company<br>1900 South 18th Avenue<br>West Bend WI 53095 | <b>CONTACT NAME:</b> Customer Care<br><b>PHONE (A/C, No, Ext):</b> (866) 926-4244<br><b>FAX (A/C, No):</b> (262) 365-2200<br><b>E-MAIL ADDRESS:</b> customercare@sbmi.com                                                                                                                                                                                                                                                                                     |                               |  |        |            |                                    |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
|-------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|--|--------|------------|------------------------------------|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|--|------------|--|--|
| <b>INSURED</b><br>Cody's Tree Service, LLC<br>6131 NE Lakeshore Dr<br>Brooklyn IA 52211-9595          | <table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>West Bend Mutual Insurance Company</td><td>15350</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table> | INSURER(S) AFFORDING COVERAGE |  | NAIC # | INSURER A: | West Bend Mutual Insurance Company | 15350 | INSURER B: |  |  | INSURER C: |  |  | INSURER D: |  |  | INSURER E: |  |  | INSURER F: |  |  |
| INSURER(S) AFFORDING COVERAGE                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                               | NAIC #                        |  |        |            |                                    |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER A:                                                                                            | West Bend Mutual Insurance Company                                                                                                                                                                                                                                                                                                                                                                                                                            | 15350                         |  |        |            |                                    |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER B:                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |  |        |            |                                    |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER C:                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |  |        |            |                                    |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER D:                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |  |        |            |                                    |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER E:                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |  |        |            |                                    |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |
| INSURER F:                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                               |  |        |            |                                    |       |            |  |  |            |  |  |            |  |  |            |  |  |            |  |  |

**COVERAGES**

CERTIFICATE NUMBER: 19-20 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                      | ADDL INSD  | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                                                                      |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------|---------------|-------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b><br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC<br>OTHER: | Y          |          | 2088123       | 04/11/2019              | 04/11/2020              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000<br>MED EXP (Any one person) \$ 5,000<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS - COMP/OP AGG \$ 2,000,000<br>Tree Care Professional \$ Incl in policy limits |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> OWNED AUTOS ONLY<br><input type="checkbox"/> HIRED AUTOS ONLY<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                |            |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$                                                                                                                                             |
|          | <b>UMBRELLA LIAB</b><br><b>EXCESS LIAB</b><br>DED <input type="checkbox"/> RETENTION \$ <input type="checkbox"/><br><input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE                                                                                                                             |            |          |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$                                                                                                                                                                                                                                                          |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/><br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                 | Y/N<br>N/A |          |               |                         |                         | PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$                                                                                                                            |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as additional insured for general liability per form CG2026.

**CERTIFICATE HOLDER****CANCELLATION**City of Marshalltown  
905 E Main St

Marshalltown

IA 50158

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Marie M. Daulton*



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/05/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                       |                                                                                  |               |
|-------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------|---------------|
| <b>PRODUCER</b><br>West Bend Mutual Insurance Company<br>1900 South 18th Avenue<br>West Bend WI 53095 | <b>CONTACT NAME:</b> Customer Care Center                                        |               |
|                                                                                                       | <b>PHONE (A/C, No, Ext):</b> (866) 926-4244 <b>FAX (A/C, No):</b> (262) 365-2200 |               |
|                                                                                                       | <b>E-MAIL ADDRESS:</b> customercare@wbmi.com                                     |               |
| <b>INSURED</b><br><br>Cody's Tree Service, LLC<br>6131 NE Lakeshore Dr<br>Brooklyn IA 52211-9595      | <b>INSURER(S) AFFORDING COVERAGE</b>                                             | <b>NAIC #</b> |
|                                                                                                       | <b>INSURER A:</b> West Bend Mutual Insurance Company                             | 15350         |
|                                                                                                       | <b>INSURER B:</b>                                                                |               |
|                                                                                                       | <b>INSURER C:</b>                                                                |               |
|                                                                                                       | <b>INSURER D:</b>                                                                |               |
|                                                                                                       | <b>INSURER E:</b>                                                                |               |
|                                                                                                       | <b>INSURER F:</b>                                                                |               |

**COVERAGES****CERTIFICATE NUMBER:** CL183829523**REVISION NUMBER:**

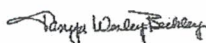
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE                                                                                                                               | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                               |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|---------------|-------------------------|-------------------------|------------------------------------------------------|
| A        | <input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b>                                                                         | Y         |          | 2088123       | 04/11/2018              | 04/11/2019              | EACH OCCURRENCE \$ 1,000,000                         |
|          | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR                                                                  |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
|          |                                                                                                                                                 |           |          |               |                         |                         | MED EXP (Any one person) \$ 5,000                    |
|          |                                                                                                                                                 |           |          |               |                         |                         | PERSONAL & ADV INJURY \$ 1,000,000                   |
|          | GEN'L AGGREGATE LIMIT APPLIES PER:<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                         | GENERAL AGGREGATE \$ 2,000,000                       |
|          | OTHER:                                                                                                                                          |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG \$ 2,000,000                  |
|          | <b>AUTOMOBILE LIABILITY</b>                                                                                                                     |           |          |               |                         |                         | FUNGI \$ 50,000                                      |
|          | <input type="checkbox"/> ANY AUTO                                                                                                               |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident) \$               |
|          | <input type="checkbox"/> OWNED AUTOS ONLY                                                                                                       |           |          |               |                         |                         | BODILY INJURY (Per person) \$                        |
|          | <input type="checkbox"/> HIRED AUTOS ONLY                                                                                                       |           |          |               |                         |                         | BODILY INJURY (Per accident) \$                      |
|          | <input type="checkbox"/> SCHEDULED AUTOS                                                                                                        |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident) \$                    |
|          | <input type="checkbox"/> NON-OWNED AUTOS ONLY                                                                                                   |           |          |               |                         |                         | \$                                                   |
|          | <b>UMBRELLA LIAB</b>                                                                                                                            |           |          |               |                         |                         | EACH OCCURRENCE \$                                   |
|          | <input type="checkbox"/> EXCESS LIAB                                                                                                            |           |          |               |                         |                         | AGGREGATE \$                                         |
|          | <input type="checkbox"/> OCCUR                                                                                                                  |           |          |               |                         |                         | \$                                                   |
|          | <input type="checkbox"/> CLAIMS-MADE                                                                                                            |           |          |               |                         |                         | \$                                                   |
|          | DED RETENTION \$                                                                                                                                |           |          |               |                         |                         | PER STATUTE OTH-ER                                   |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>                                                                                            |           |          |               |                         |                         | E.I. EACH ACCIDENT \$                                |
|          | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)                                                                     | Y/N       |          |               |                         |                         | E.I. DISEASE - EA EMPLOYEE \$                        |
|          | If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                          | N/A       |          |               |                         |                         | E.I. DISEASE - POLICY LIMIT \$                       |

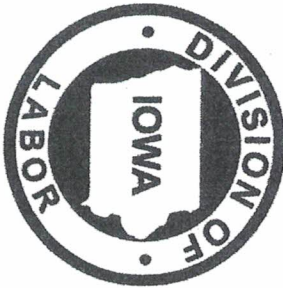
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate holder is listed as additional insured for general liability.

**CERTIFICATE HOLDER****CANCELLATION**

|                                                                    |                                                                                                                                                                                                                                                                                                        |
|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| City of Marshalltown<br>905 E Main St<br><br>Marshalltown IA 50158 | <b>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</b><br><br><b>AUTHORIZED REPRESENTATIVE</b><br> |
|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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**CONTRACTOR REGISTRATION CERTIFICATE**

**STATE OF IOWA**

**DIVISION OF LABOR  
CONTRACTOR REGISTRATION**

1000 East Grand Avenue  
Des Moines, IA 50319-0209  
Phone (515) 242 - 5871  
[www.iowacontractor.gov](http://www.iowacontractor.gov)

DATE ISSUED:  
**11/16/2018**

DATE EXPIRES:  
**11/17/2019**

REGISTRATION NUMBER:  
**C128426**

**CODYS TREE SERVICE  
6131 NE LAKESHORE DR  
BROOKLYN, IA 52211**

*Michael A. Mauro*  
Michael A. Mauro, Commissioner

RESOLUTION APPROVING A CONTRACT FOR TRANSIT SERVICES BETWEEN THE  
CITY OF MARSHALLTOWN, IOWA TRANSIT DEPARTMENT AND THE IOWA  
DEPARTMENT OF HUMAN SERVICES

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

WHEREAS, the City Council of Marshalltown finds that this Contract for Services is in the best interest of the City.

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

Section 1. That the attached Contract for Services with the Iowa Department of Human Services is hereby approved in all respects and particulars.

Section 2. The Contract for Services shall begin on March 25, 2019, and continue through March 25, 2024, and remain in effect until the Contract is terminated by either party by written notice at least 30 days prior to the date of cancellation.

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

Passed this 25th day of March, 2019, and signed this \_\_\_\_\_ day of March, 2019.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel Greer, Mayor

ATTEST:

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



Iowa Department of Human Services

## Iowa Medicaid Provider Agreement General Terms

This Agreement is between the State of Iowa, Department of Human Services (the "Department"), and the Provider or Group Provider and its members or Practitioner(s) (the "Provider"). The operations management responsibility for the Iowa Medicaid Program is through the Iowa Medicaid Enterprise (the "IME").

### Section 1. Provider Agrees to:

- 1.1 Adhere to professional standards and levels of service as set forth in all applicable local, State and Federal laws, statutes, rules and regulations as well as administrative policies and procedures set forth by the Department relating to the Provider's performance under this Agreement.
- 1.2 Abide, to the extent required, by the provisions of:
  - 1.2.1 Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. § 2000e), which prohibits discrimination against any employee or applicant for employment or an applicant or member of services, on the basis of race, religion, color, national origin, age or sex.
  - 1.2.2 Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794) as well as the terms, conditions and requirements of Americans with Disabilities Act of 1990 (P.L. 101-336), 42 U.S.C. 12101, and associated regulations found at 28 C.F.R. §§ 36.101 through 36.999, which prohibit discrimination against disabled persons.
  - 1.2.3 The Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and associated regulations found at 45 C.F.R. parts 160 and 164, and all laws protecting the confidentiality of patient information.
- 1.3 Comply with applicable Federal, State and local laws, regulations, administrative rules, and executive orders when performing services under the Agreement, including without limitation, all laws applicable to the prevention of discrimination in employment, and business permits and licenses that may be required to perform services under the Agreement.
- 1.4 Comply with all applicable Federal and State laws, administrative rules and written policies of the Iowa Medicaid program, including but not limited to Title XIX of the Social Security Act (as amended), the Code of Federal Regulations, the Federal anti-kickback statute and the Stark law, the provisions of the Code of Iowa and administrative rules of the Iowa Department of Human Services and written Department policies, including but not limited to, policies contained in the Iowa Medicaid Provider Manual, and the terms of this Agreement. This section neither creates nor negates due process rights of either party.
- 1.5 Comply with the applicable advance directive requirements for hospitals, nursing facilities, providers of home health care and personal care services, hospices and HMOs specified in 42 C.F.R. §§ 489.100 through 489.104 and 42 C.F.R. § 417.436. For hospital, facility and home health agency providers, the Provider shall provide all members with written information regarding their rights to make health care decisions, including the right to accept or refuse treatment and the right to execute advance directives (durable power-of-attorney for health care decisions and declarations).
- 1.6 Check the program exclusion status of individuals and entities prior to entering into employment or contractual relationships. Provider agrees to check the HHS-OIG website (<http://exclusions.oig.hhs.gov/> or <https://oig.hhs.gov/exclusions/index.asp>) by the name of any individual or entity for their exclusion status before the Provider hires or enters into any contractual relationship with the person or entity. In addition, Provider agrees to check the HHS-OIG website monthly to capture exclusions and reinstatements that have occurred since the last search. Provider must report to the IME any exclusion information discovered through such searches.

The Department is generally prohibited from paying for any items or services furnished, ordered, or prescribed by excluded individuals or entities. This payment ban applies to any items or services reimbursable under the Medicaid program that are furnished by an excluded individual or entity, and extends to (1) all methods of reimbursement, whether payment results from itemized claims, cost reports, fee schedules, or a prospective payment system, (2) payment for administrative or management services not directly related to patient care, but that are a necessary component of providing items and services to Medicaid members, when those payments are reported on a cost report or are otherwise payable by the Medicaid program; and (3) payment to cover an excluded individual's salary, expenses or fringe benefits, regardless of whether they provide direct patient care, when those payments are reported on a cost report or are otherwise payable by the Medicaid program. In addition, no Medicaid payments can be made for any items or services directed or prescribed by an excluded physician or other authorized person when the individual or entity furnishing the services either knew or should have known of the exclusion. This prohibition applies even when the Medicaid payment itself is made to another provider, practitioner or supplier that is not excluded. See 42 C.F.R. § 1001.1901(b).

1.7 In accordance with 42 C.F.R. § 455.104, Provider shall report ownership and control information as follows:

1.7.1 *What disclosures must be provided.* Provider shall report the following:

1.7.1.1 The name and address of any person (individual or corporation) with an ownership or control interest in the Provider. The address for corporate entities must include as applicable primary business address, every business location, and P.O. Box address.

1.7.1.2 The date of birth and Social Security Number (in the case of an individual).

1.7.1.3 Other tax identification number (in the case of a corporation) with an ownership or control interest in the Provider or in any subcontractor in which the Provider has a 5 percent or more interest.

1.7.1.4 Whether the person (individual or corporation) with an ownership or control interest in the Provider is related to another person with ownership or control interest in the Provider as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the disclosing entity has a 5 percent or more interest is related to another person with ownership or control interest in the disclosing entity as a spouse, parent, child, or sibling.

1.7.1.5 The name of any other disclosing entity (or fiscal agent or managed care entity) in which the owner of the disclosing entity (or fiscal agent or managed care entity) has an ownership or control interest.

1.7.1.6 The name, address, date of birth, the Social Security Number of any managing employee of the disclosing entity (or fiscal agent or managed care entity).

1.7.2 *When the disclosures must be provided.* Disclosures from Provider are due:

1.7.2.1 Upon Provider submitting the proposal in accordance with the State's procurement process.

1.7.2.2 Upon Provider executing a Provider Agreement with the State.

1.7.2.3 Upon renewal or extension of the Provider Agreement.

1.7.2.4 Within 35 days after any change in ownership of Provider.

1.7.3 *To Whom Must the Disclosures Be Provided.* All disclosures must be provided to the Department.

1.7.4 *Consequences for Failure to Provide Required Disclosures.* Federal financial participation (FFP) is not available in payments made to a provider that fails to disclose ownership or control information as required by law.

- 1.8 Provider will furnish to the Department or to the Secretary of HHS on request, information related to business transactions in accordance with 42 C.F.R. § 455.105. Specifically, Provider will:
  - 1.8.1 Submit, within 35 days of the date on a request by the Secretary or the Department, full and complete information about:
    - 1.8.1.1 the ownership of any subcontractor with whom the Provider has had business transaction totaling more than \$25,000 during the 12-month period ending on the date of the request; and
    - 1.8.1.2 Any significant business transactions between the Provider and any wholly owned supplier, or between the Provider and any subcontractor, during the 5-year period ending on the date of the request.
  - 1.8.2 FFP is not available in expenditures for services furnished by providers who fail to comply with a request made by the Secretary or the Medicaid agency under paragraph 1.8 of this section or under 42 C.F.R. §420.205.
- 1.9 In accordance with 42 C.F.R. § 455.106, Provider shall disclose information on persons convicted of crimes as follows:
  - 1.9.1 *Information that must be disclosed.* Upon signing this Agreement and prior to renewal of the Agreement, or at any time upon written request by the Department, Provider must disclose to the Department the identity of any person who:
    - 1.9.1.1 Has ownership or control interest in the Provider, or is an agent or managing employee of the Provider; and
    - 1.9.1.2 Has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or the title XX program since the inception of those programs.
  - 1.9.2 *Notification to Inspector General.*
    - 1.9.2.1 The Department must notify the Inspector General of the HHS of any disclosures made under subsection 1.9.1 of this Agreement within 20 working days from the date it receives the information.
    - 1.9.2.2 The Department will also promptly notify the Inspector General of HHS of any action it takes on the Provider's application for participation in the program.
  - 1.9.3 *Denial or Termination of Provider Agreement/Provider Status.*
    - 1.9.3.1 The Department may refuse to enter into or renew an Agreement with a Provider if the Provider or any person who has an ownership or control interest in the Provider, or who is an agent or managing employee of the Provider, has been convicted of a criminal offense related to that person's involvement in any program established under Medicare, Medicaid or the title XX program.
    - 1.9.3.2 The Department may refuse to enter into or may terminate the Agreement if it determines that the Provider did not fully and accurately make any disclosure required under subsection 1.9.1 of this Agreement.
- 1.10 Comply, to the extent required, with 42 U.S.C. § 1396a(a)(68), and the requirements of the False Claims Act by:
  - 1.10.1 Establishing written policies for all employees that include detailed information about the False Claims Act and the other provisions set forth in 42 U.S.C. § 1396a(a)(68). The policies must include detailed information about the Provider's policies and procedures for detecting and preventing waste, fraud, and abuse.
  - 1.10.2 Including in any employee handbook a specific discussion of the laws described in the written policies, the rights of employees to be protected as whistleblowers, and a specific discussion of the Provider's policies and procedures for detecting and preventing fraud, waste, and abuse.

- 1.11 Comply with those Federal requirements and assurances for recipients of Federal grants provided in OMB Standard Form 424B (4-88) applicable to the Provider. The Provider is responsible for determining which requirements and assurances are applicable to the Provider. The Provider shall provide for the compliance of any subcontractors with applicable Federal requirements and assurances.
- 1.12 Be aware of and acknowledge that payment of claims will be from Federal and State funds and that any falsification or concealment of a material fact may be prosecuted under Federal and State law.
- 1.13 Comply with 42 U.S.C. § 1395cc(j) by disclosing any current or previous affiliation (directly or indirectly) with a provider of medical or other items or services or supplier that has uncollected debt, has been or is subject to a payment suspension under a Federal health care program, has been excluded from participation under Medicare, Medicaid or title XXI programs or has had its billing privileges denied or revoked.
- 1.14 Meet, on a continuing basis, the State and Federal licensure, certification or other regulatory requirements for Provider's specialty, including all provisions of the State of Iowa Medical Assistance law, or any rule or regulation promulgated pursuant thereto.
- 1.15 Refrain from conduct prohibited by 31 U.S.C. § 1352 and 45 C.F.R. § 93.100 et seq., which restrict the payments of federally appropriated funds to any person for influencing or attempting to influence an officer or employee of any agency, a member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a member of the U.S. Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- 1.16 For Provider Groups: To warrant that the group has authority to bind all member providers to this Provider Agreement; to provide the Department with names of practitioners in the group with proof of current licensure for each practitioner; to provide name(s) of individual(s) with authority to sign billings on behalf of the group; and to provide each member Provider with a copy of this Agreement.

## **Section 2. Reimbursement**

- 2.1 The Provider acknowledges that this Agreement is based on the Provider's performance of the services contemplated hereunder. Department agrees to pay for medically necessary goods and/or services actually and properly provided to the Department-enrolled Medicaid member. All such goods and/or services must have been rendered by Provider in accordance with Federal and State law and the State policies and procedures set forth in the Iowa Medicaid Provider Manual. Financial obligations of the State of Iowa are contingent upon funds for that purpose being appropriated.
- 2.2 The Provider agrees to pursue the member's other health coverage prior to submitting a claim for goods and/or services to the IME. This includes but is not limited to Medicare, private insurance, medical benefits provided by employers and unions, worker compensation, and any other third party insurance.
- 2.3 The Provider receiving payment shall accept payment from the Department (and any applicable co-pay) as payment in full on behalf of the member, and agrees not to bill, retain or accept payments for any additional amounts except as provided for in paragraph 2.2 above;
- 2.4 The Provider shall immediately repay the Department in full for any claims where the Provider received payment from another party after being paid by the Department. In the event that the Provider owes the State any sum under the terms of this Agreement, any other Agreement, pursuant to any other debt subject to the law of set off, the State may set off the sum owed to the State against any sum owed by the State to the Provider in the State's sole discretion, unless

otherwise required by law. The Provider agrees that this provision constitutes proper and timely notice under the law of set off.

- 2.5 The Provider shall report and return any overpayment by the later of a) 60 days after the date on which the overpayment is identified or b) the date any corresponding cost report is due, if applicable.
- 2.6 The Department may make any necessary adjustment to payments to the Provider in order to satisfy any past-due obligations of a provider that has the same taxpayer identification number, regardless of whether the Provider is assigned a different billing number or national provider identification number.
- 2.7 The Department may withhold payments, in whole or in part, upon receipt of reliable evidence of fraud or willful misrepresentation as specified in 42 C.F.R. § 455.23. Department shall fully document the reliable evidence it evaluated in making a decision to withhold payment. If the Department has evidence of fraud or willful misrepresentation on the part of the Provider, the Department may notify the Provider of the temporary suspension of this Agreement. If Provider has been notified of the temporary suspension of this Agreement, Provider may not bill for services rendered to eligible members during the period of the suspension.

### **Section 3. Notices**

With the exception of amendments made pursuant to § 5.10 of this Agreement, all written notices or communication shall be deemed to have been given when delivered in person; or, if sent to address on file by first-class United States mail, proper postage prepaid. Provider shall notify the Department and/or IME within thirty-five (35) days of any change that must be reported pursuant to a notice or disclosure requirement contained in this Agreement, including but not limited to (1) suspension, revocation or limitations placed on the Provider's license or certifications, (2) indictment, arrest or conviction for a criminal offense related to the provision of goods and/or services under a federally-funded health care program, (3) change in ownership or control, and (4) change in address or addition to or removal of practitioners or any other information pertinent to the receipt of Department funds.

### **Section 4. Records**

- 4.1 The Provider shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the Department throughout the term of this Agreement for a period of at least five (5) years following the date of final payment or completion of any required audit. Records to be maintained include both financial records and service records. The Provider shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Provider relating to orders, invoices or payments or any other documentation or materials pertaining to this Agreement, wherever such records may be located. The Provider shall not impose a charge for audit or examination of the Provider's books and records.
- 4.2 Provider shall maintain adequate medical, financial, and administrative records as stated in the Iowa Medicaid Provider Manual relating to all goods and/or services rendered by Provider under this Agreement. In order to perform its utilization management, quality improvement activities, audits and fraud control unit activities, the Department and/or the IME, Federal employees, and/or authorized representatives shall be given access to the business or facility and all related member information and records, including claims records, and information regarding payments claimed by the Provider for furnishing services under this Agreement. The Provider shall provide copies of such records free of charge and in a timeframe consistent with 441 Iowa Admin. Code § 79.3 or as otherwise agreed to by Provider and the Iowa Medicaid Program.

## **Section 5. Miscellaneous**

- 5.1 **Incorporation of Documents.** Both parties mutually agree that the Department Provider Enrollment Application submitted and signed by the Provider is incorporated by reference into this Agreement and is a part hereof as though fully set forth herein. The Provider agrees to notify the Iowa Medicaid Enterprise Provider Services Unit, P.O. Box 36450, Des Moines, IA 50315 within 30 days of a change in any of the information in the Provider Enrollment Application.
- 5.2 **Independent Contractor.** Provider is an independent contractor providing goods and/or services paid for by the Department. Neither the Provider nor any of the Provider's employees, agents and any subcontractors performing under this Agreement are employees or agents of the State of Iowa or any agency, division or department of the State. Neither the Provider nor its employees shall be considered employees of the Department or the State of Iowa for federal or state tax purposes. The Department will not withhold taxes on behalf of the Provider (unless required by law). The Provider is solely responsible for and shall meet all legal requirements, including payment of all applicable taxes, workers compensation, unemployment and other premiums, deductions, withholdings, overtime and other amounts, which may be legally required with respect to the Provider, and the employment of all persons providing goods and/or services under this Agreement.
- 5.3 **Certification Regarding Sales and Use Tax.** By executing this Agreement, the Provider certifies it is either (a) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (b) not a "retailer" or a "retailer maintaining a place of business in the state" as those terms are defined in Iowa Code subsections 423.1(42) & (43). The Provider also acknowledges that the Department may declare the Agreement void if the above certification is false. The Provider also understands that fraudulent certification may result in the Department or its representative filing for damages for breach of contract.
- 5.4 **Assignment/Change of Control.** This Agreement may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the Department. For the purpose of construing this clause, a transfer of a controlling interest in the Provider shall be considered an assignment.
- 5.5 **Choice of Law and Forum.** The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Agreement without regard to the choice of law provisions of Iowa law. In the event of any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Agreement, the proceeding shall be brought and maintained in Polk County District Court for the State of Iowa, Des Moines, Iowa or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Department or the State of Iowa.
- 5.6 **Drug Free Workplace.** The Provider shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.
- 5.7 **Not a Joint Venture.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived from the Agreement. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.
- 5.8 **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.

- 5.9 Third Party Beneficiaries. There are no third-party beneficiaries to this Agreement. This Agreement is intended only to benefit the State, the Department, and the Provider.
- 5.10 Amendment. The Department may amend this Agreement from time to time by posting an updated version on the Provider Services website at: <http://www.ime.state.ia.us/Providers/index.html> and providing notice of the amended Agreement to the Provider by issuing a bulletin/informational letter. The Provider shall be deemed to have accepted the amendment, unless the Provider notifies the Department of its non-acceptance of the new provisions of the Agreement within 30 days of the notice. Such notice of non-acceptance of the amendment shall constitute notice of termination of this Agreement effective upon receipt of such notice.
- 5.11 Supersedes Former Agreements. Once the Department enrolls the Provider, this Agreement supersedes and replaces any existing contracts between the parties related to the provision of health care goods and/or services to members of the Iowa Medicaid Program.
- 5.12 This Agreement shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to administrative rules published by the Department. All obligations of the Department and the Provider incurred or existing under this Agreement as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of this Agreement.
- 5.13 The parties to this Agreement hereby expressly indicate their mutual intent to incorporate into this Agreement all applicable laws, rules, regulations, guidance, and policies as those laws, rules, regulations, guidance, and policies existed at the time of Agreement execution as well as all future amendments, changes, and additions to all applicable laws, rules, regulations, guidance, and policies. The parties to this Agreement expressly reject any proposition that future changes in applicable law, rule, regulation, guidance, and policy are inapplicable to this Agreement and the parties' performance pursuant to the Agreement.
- 5.14 The Provider shall immediately repay the Department in full for any claims where the Provider received payment from another party after being paid by the Department. In the event that the Provider owes the State any sum under the terms of this Agreement, any other Agreement, pursuant to any other debt subject to the law of set off, the State may set off the sum owed to the State against any sum owed by the State to the Provider in the State's sole discretion, unless otherwise required by law. Furthermore, the Provider recognizes the right of the Department to have the Department's contracted managed care organizations set off payments to be made to the Provider to satisfy such debts owed to the State. The Provider agrees that this provision constitutes proper and timely notice under the law of set off. Providers may appeal any such set offs pursuant to the Department's rules at 441 Iowa Admin. Code chapter 7.

## **Section 6. Termination**

- 6.1 The Provider may terminate this Agreement at any time. Payments will be made for goods and/or services rendered up to and including the date of termination. The Provider will promptly supply all information necessary for the reimbursement of any outstanding claims.
- 6.2 The Department may terminate this Agreement, upon thirty (30) days written advance notice to the Provider of goods and/or services after it has determined:
- 6.2.1 The Provider of goods and/or services is not substantially complying with the provision of the Agreement as set forth herein; or,
- 6.2.2 The Provider of goods and/or services has not submitted any claims for goods and/or services rendered to members of the Iowa Medicaid program for a period of twenty-four (24) months. In such cases, the Department will notify the Provider of goods and/or services that unless the Provider notifies the Department within a period of thirty (30) calendar days from receipt of such notice, the Department will assume the Provider of goods and/or services wishes to voluntarily terminate its participation in the Iowa Medicaid

Program. Providers who do not submit any claims in 48 months will be terminated as providers without further notification.

- 6.3 The Department may terminate this Agreement in accordance with 441 Iowa Admin. Code chapter 79.
- 6.4 The Department may terminate this Agreement immediately after it has determined the Provider's State license or certification under Title XVIII of the Social Security Act (Medicare) has been terminated or suspended by a competent authority.
- 6.5 Absent early termination of this Agreement pursuant to the provisions of this Section, this Agreement shall remain in full force and effect for a term of five (5) years from the effective date established during the enrollment process.

#### **Section 7. Business Associate Agreement**

All Providers who are MediPASS patient managers, Wellness patient managers, Health Home Providers, and/or Accountable Care Organizations are Business Associates of the Department. ("Business Associate Provider"). The Business Associate Provider performs certain services on behalf of the Department pursuant to this Provider Agreement that require the exchange of information that is protected by the Health Insurance Portability and Accountability Act of 1996, as amended, and the federal regulations published at 45 CFR part 160 and 164. The Business Associate Provider agrees to comply with the Business Associate Agreement Addendum (BAA), and any amendments thereof, as posted to the Department's website: <http://dhs.iowa.gov/hipaa>. This BAA, and any amendments thereof, is incorporated into the Provider Agreement by reference.

#### **Section 8. Qualified Service Organization**

Providers who are also Business Associates acknowledge that they may be receiving, storing, processing, or otherwise dealing with confidential patient records from programs covered by 42 CFR part 2. Such Business Associate Providers acknowledge that they are fully bound by those regulations as a "Qualified Service Organization." The term "Qualified Service Organization" as used in this Agreement has the same meaning as the definition set forth in 42 CFR § 2.11. Business Associate Providers will resist in judicial proceedings any efforts to obtain access to patient records covered by 42 C.F.R. part 2 except as permitted by these regulations.

|                                             |               |
|---------------------------------------------|---------------|
| <b>Provider:</b>                            |               |
| <b>Provider Business Entity Name:</b>       |               |
| <b>Federal Tax ID or Social Security #:</b> |               |
| <b>Authorized Official's Name:</b>          | <b>Title:</b> |
| <b>Authorized Official Signature:</b>       | <b>Date:</b>  |



Joel Greer, Mayor  
Jessica Kinser, City Administrator  
Justin Nickel, Public Works Director  
24 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5734  
Fax - (641) 754-5793

## DEPARTMENT OF PUBLIC WORKS

March 25, 2019

**To: Mayor Joel Greer**  
**Members of the City Council**

**From:** Justin Nickel  
Director of Public Works

**Re:** Iowa Provider Agreements –for non-emergency medical transportation service for eligible Medicaid participants with the Iowa Department of Human Services

**Policy Issue:** City policy requires approval of Intergovernmental Agreements

**Recommendation:** Staff recommends approving the Provider Agreement with Iowa Department of Human Services

**Background:** In able to bill the Iowa Department of Human Services for non-emergency medical transportation services through the Iowa Medicaid Program, an application, which includes a Provider Agreement, must be submitted to DHS and approved.

**Budget Impact:** Transportation services provided will be invoiced to DHS

**Attachment:** Iowa Medicaid Provider Agreement

cc: Jessica Kinser, City Administrator

**City Council**  
Leon Lamer, Mike Gowdy, Gabe Isom, Al Hoop  
Bill Martin, Sue Cahill, Bethany Wirin



**Applicant License Application ( )**

|                                                       |                                |                          |
|-------------------------------------------------------|--------------------------------|--------------------------|
| <b>Name of Applicant:</b> <u>Wandering Creek, LLC</u> |                                |                          |
| <b>Name of Business (DBA):</b> <u>Wandering Creek</u> |                                |                          |
| <b>Address of Premises:</b> <u>2436 233rd St</u>      |                                |                          |
| <b>City</b> <u>Please Select</u>                      | <b>County:</b> <u>Marshall</u> | <b>Zip:</b> <u>50158</u> |
| <b>Business</b>                                       | <u>(641) 752-4615</u>          |                          |
| <b>Mailing</b>                                        | <u>PO Box 1482</u>             |                          |
| <b>City</b> <u>Marshalltown</u>                       | <b>State</b> <u>IA</u>         | <b>Zip:</b> <u>50158</u> |

**Contact Person**

|               |                          |              |                                    |
|---------------|--------------------------|--------------|------------------------------------|
| <b>Name</b>   | <u>Allison Grosvenor</u> |              |                                    |
| <b>Phone:</b> | <u>(641) 485-7353</u>    | <b>Email</b> | <u>allison.grosvenor@gmail.com</u> |

**Classification** Class C Liquor License (LC) (Commercial)

**Term:**12 months

**Effective Date:** 03/15/2019

**Expiration Date:** 01/01/1900

**Privileges:**

Class C Liquor License (LC) (Commercial)

Sunday Sales

**Status of Business**

|                             |                                  |                            |                   |
|-----------------------------|----------------------------------|----------------------------|-------------------|
| <b>BusinessType:</b>        | <u>Limited Liability Company</u> |                            |                   |
| <b>Corporate ID Number:</b> | <u>XXXXXXXXXX</u>                | <b>Federal Employer ID</b> | <u>XXXXXXXXXX</u> |

**Ownership**

**Terry Buzbee**

|                        |                     |                      |               |                          |
|------------------------|---------------------|----------------------|---------------|--------------------------|
| <b>First Name:</b>     | <u>Terry</u>        | <b>Last Name:</b>    | <u>Buzbee</u> |                          |
| <b>City:</b>           | <u>Marshalltown</u> | <b>State:</b>        | <u>Iowa</u>   | <b>Zip:</b> <u>50158</u> |
| <b>Position:</b>       | <u>Owner</u>        |                      |               |                          |
| <b>% of Ownership:</b> | <u>100.00%</u>      | <b>U.S. Citizen:</b> | <u>Yes</u>    |                          |

**Insurance Company Information**

|                                                           |                                            |
|-----------------------------------------------------------|--------------------------------------------|
| <b>Insurance Company:</b> <u>Secura Insurance Company</u> |                                            |
| <b>Policy Effective Date:</b> <u>03/15/2019</u>           | <b>Policy Expiration</b> <u>03/15/2020</u> |
| <b>Bond Effective</b>                                     | <b>Dram Cancel Date:</b>                   |
| <b>Outdoor Service Effective</b>                          | <b>Outdoor Service Expiration</b>          |
| <b>Temp Transfer Effective</b>                            | <b>Temp Transfer Expiration Date:</b>      |

**Applicant License Application ( )**

|                                                                 |                                |                          |
|-----------------------------------------------------------------|--------------------------------|--------------------------|
| <b>Name of Applicant:</b> <u>Hall of fame Concession L.L.C.</u> |                                |                          |
| <b>Name of Business (DBA):</b> <u>Hall of Fame Concession</u>   |                                |                          |
| <b>Address of Premises:</b> <u>807 S 6th St</u>                 |                                |                          |
| <b>City</b> <u>Marshalltown</u>                                 | <b>County:</b> <u>Marshall</u> | <b>Zip:</b> <u>50158</u> |
| <b>Business</b> <u>(641) 754-5718</u>                           |                                |                          |
| <b>Mailing</b> <u>1406 S 1st St</u>                             |                                |                          |
| <b>City</b> <u>Marshalltown</u>                                 | <b>State</b> <u>IA</u>         | <b>Zip:</b> <u>50158</u> |

**Contact Person**

|                                     |                                         |
|-------------------------------------|-----------------------------------------|
| <b>Name</b> <u>Joe Cordt</u>        |                                         |
| <b>Phone:</b> <u>(641) 751-4630</u> | <b>Email</b> <u>joe.cordt@yahoo.com</u> |

**Classification** Class B Beer (BB) (Includes Wine Coolers)

**Term:**6 months

**Effective Date:** 04/12/2019

**Expiration Date:** 01/01/1900

**Privileges:**

Class B Beer (BB) (Includes Wine Coolers)

Sunday Sales

**Status of Business**

|                                                       |                                              |
|-------------------------------------------------------|----------------------------------------------|
| <b>BusinessType:</b> <u>Limited Liability Company</u> |                                              |
| <b>Corporate ID Number:</b> <u>XXXXXXXXXX</u>         | <b>Federal Employer ID</b> <u>XXXXXXXXXX</u> |

**Ownership**

**Joe Cordt**

|                                       |                                 |                          |
|---------------------------------------|---------------------------------|--------------------------|
| <b>First Name:</b> <u>Joe</u>         | <b>Last Name:</b> <u>Cordt</u>  |                          |
| <b>City:</b> <u>Marshalltown</u>      | <b>State:</b> <u>Iowa</u>       | <b>Zip:</b> <u>50158</u> |
| <b>Position:</b> <u>Owner</u>         |                                 |                          |
| <b>% of Ownership:</b> <u>100.00%</u> | <b>U.S. Citizen:</b> <u>Yes</u> |                          |

**Insurance Company Information**

|                                                             |                                            |
|-------------------------------------------------------------|--------------------------------------------|
| <b>Insurance Company:</b> <u>Founders Insurance Company</u> |                                            |
| <b>Policy Effective Date:</b> <u>04/12/2019</u>             | <b>Policy Expiration</b> <u>10/12/2019</u> |
| <b>Bond Effective</b>                                       | <b>Dram Cancel Date:</b>                   |
| <b>Outdoor Service Effective</b>                            | <b>Outdoor Service Expiration</b>          |
| <b>Temp Transfer Effective</b>                              | <b>Temp Transfer Expiration Date:</b>      |

RESOLUTION APPROVING FEES  
AT THE MARSHALLTOWN COMPOST FACILITY  
BY THE CITY OF MARSHALLTOWN, IOWA

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, approval of the fee schedule for the Compost Facility; and

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

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

Section 1. That the Compost Fee Schedule is hereby fully approved in all respects and particulars and the Mayor and City Clerk are hereby authorized and directed to execute same for and on behalf of said City.

Passed this 25<sup>th</sup> day of March, 2019, and signed this \_\_\_\_\_ day of March, 2019.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel Greer, Mayor

ATTEST:

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

**DISPOSAL FEE RATES  
FOR  
COMPOST AND TREE PROCESSING FACILITY**  
Adopted by Marshalltown City Council March 25, 2019



**2019 Season Hours of Operation**

|                 |                   |
|-----------------|-------------------|
| Monday – Friday | 10:00 AM - 6:00PM |
| Saturday        | 9:00 AM - 4:00 PM |
| Sunday          | NOON – 4:00 PM    |

There will be paper bags for sale for \$1.00 with a fee of \$1.00 at the gate as well.

All non-approved bags (excluding Kraft paper/ City approved bags) and other containers must be removed from the site.

**YARD WASTE AND TREE DEBRIS DISPOSAL**

|                                |      |
|--------------------------------|------|
| Other container - Minimum..... | 2.00 |
| Car / Van / SUV.....           | 5.00 |

**DUMP TRUCKS**

**PICK-UPS**

|                                     |       |
|-------------------------------------|-------|
| Small pick-up (4' x 6').....        | 5.00  |
| ½ and ¾ ton pick-ups.....           | 8.00  |
| 1 ton pick-up (8' x 10' size) ..... | 12.00 |
| Larger trucks .....                 | 25.00 |

|                            |       |
|----------------------------|-------|
| Small dump trucks.....     | 25.00 |
| Large dump trucks.....     | 35.00 |
| Grain or stock trucks..... | 45.00 |
| Packer trucks.....         | 50.00 |
| Truck loading fee.....     | 10.00 |

**TRAILERS**

|                                                            |       |
|------------------------------------------------------------|-------|
| small 4'x6'.....                                           | 5.00  |
| 4' x 8' to 4' x 10'.....                                   | 8.00  |
| 8' x 10'.....                                              | 12.00 |
| Large trailer .....                                        | 25.00 |
| *Tree stumps will be accepted<br>at prices included above. |       |

**SALE OF PRODUCT FEE RATES**

**Compost:**

|                        |        |
|------------------------|--------|
| Small quantities. .... | 2.00   |
| Pickup. ....           | 35.00  |
| Small dump truck.....  | 70.00  |
| Large dump truck.....  | 100.00 |

**Unscreened wood chip mulch, per C. Y.....** 5.00

|                         |       |
|-------------------------|-------|
| Pick-up .....           | 25.00 |
| Small dump truck .....  | 30.00 |
| Large dump truck .....  | 75.00 |
| Truck loading fee ..... | 15.00 |

**Firewood (Unprocessed)**

|                                       |       |
|---------------------------------------|-------|
| Cord.....                             | 12.00 |
| Pickup.....                           | 10.00 |
| Small dump truck (1.6 cords).....     | 20.00 |
| Large dump truck (2.8 cords).....     | 30.00 |
| Grain or stock truck (3.4 cords)..... | 40.00 |

RESOLUTION ACCEPTING BID AND AUTHORIZING THE AWARD OF CONTRACT  
FOR THE MANHOLE AND POINT REPAIR PROJECT IN THE CITY OF  
MARSHALLTOWN, IOWA BEING PROJECT NO. 59016002  
IN THE AMOUNT OF \$3,848,272.45

WHEREAS notice to bidders has been duly given as required by law publication in the Marshalltown Times-Republican for the Manhole and Point Repair Project, being Project No. 59016002 in the City of Marshalltown, as described in the plans and specifications therefore, and

WHEREAS, there has been filed with the City Clerk in response to the published notice to the bidders referred to above, certain proposals for the construction of the above designated improvement with the required certified checks or bid bond accompanying each proposal from the following bidders, to-wit:

| <u>Name and Address of Bidders</u>       | <u>Amount of Bid</u>  |
|------------------------------------------|-----------------------|
| <b>Con-Struct, Inc. Marshalltown, IA</b> | <b>\$3,848,272.45</b> |
| Crow River Construction New London, MN   | \$3,958,580.50        |
| R & R Excavation Hutchinson, MN          | \$4,631,682.48        |

After consideration of all bids filed, there was determined by the Council that the bid of Con-Struct, Inc. of Marshalltown, Iowa, is the best and lowest responsible bid for the public improvement as is herein outlined.

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

Section 1. That the bid of Con-Struct of Marshalltown, Iowa, and the same is hereby accepted for the construction of the improvement as described in the plans and specifications therefore, as previously ordered by the Council, and that the contract for the construction of same is now awarded to said contractor in the total amount Three Million Eight Hundred Forty-Eight Thousand Two Hundred Seventy-Two and .45/100 (\$3,848,272.45) Dollars.

Section 2. The Mayor and Clerk of the City of Marshalltown, Iowa are hereby authorized and directed to execute the contract with the contractor for the public improvement as is herein referred to, and that upon the contractor filing the required bond that the said bond and contract be then submitted to this Council for final approval as provided by law.

Section 3. The final settlement upon the contract, as referred to herein with said contractor, shall be upon the basis of the unit prices as are set forth in the bid of said contractor and for the actual quantities for each item of materials furnished or work performed in the construction of this public improvement. The said contract is subject to all of the conditions as are contained in the resolution ordering construction of this improvement, the notice to bidders as published, the terms of the bidders written proposal, the plans and specifications as are provided therefore, all of which are made a part of this resolution and the said bidders contract by reference as though the same were set out herein verbatim and in specific detail.

Section 4. This resolution as now adopted shall be in full force and binding effect upon the City of Marshalltown, Iowa, upon the final approval of the completed contract with the successful bidder and the approval of the contractor's surety bond by resolution of this Council.

Passed this 25th day of March, 2019, and signed this \_\_\_\_\_ day of March, 2019.

CITY OF MARSHALLTOWN, IOWA

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Joel Greer, Mayor

ATTEST:

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Shari L. Coughenour, CMC, City Clerk



March 15, 2019

**Mayor & City Council**  
City of Marshalltown  
24 North Center Street  
Marshalltown, IA 50158

**2017 Manhole and Point Repair Project - Recommendation of Award**

FOX Ref No: 2407-15A.440

Dear Mayor and City Council:

The City of Marshalltown received bids on March 5, 2019 for the 2017 Manhole and Point Repair Project. The project consists of sanitary sewer improvements which shall include, but not be limited to approximately 111 manholes, 714 LF of 8-inch through 24-inch sanitary sewer, 6,000 SY of pavement removal and replacement, 33,965 LF of sanitary sewer televising pre and post construction inspection televising, 161 LF of sanitary sewer cured-in-place point repairs, curb and gutter removal and replacement, PCC sidewalk removal and replacement, PCC driveway removal and replacement, 571 LF of water main relocation, seeding, and associated other work for construction.

The City received 3 bids on the project. The Engineer's opinion of probable construction cost for the base bid was \$3,714,839.00, with adjustments for addendum. The bid tabulation Summary is attached for your reference.

Con-Struct of Marshalltown, Iowa submitted the low base bid of \$3,848,272.45. The following is a breakdown of the base bids and bid alternates received:

| Contractor              | Location                | Base Bid              | Bid Alternate<br>No. 1 | Bid Alternate<br>No. 2 | Bid Alternate<br>No. 3 |
|-------------------------|-------------------------|-----------------------|------------------------|------------------------|------------------------|
| <b>Con-Struct Inc.</b>  | <b>Marshalltown, IA</b> | <b>\$3,848,272.45</b> | <b>\$476,849.10</b>    | <b>\$10,644.00</b>     | <b>-\$168,510.00</b>   |
| Crow River Construction | New London, MN          | \$3,958,580.50        | \$500,903.10           | \$9,534.00             | -\$28,085.00           |
| R & R Excavating        | Hutchinson, MN          | \$4,631,682.48        | \$601,209.64           | \$12,355.20            | \$23,254.38            |

A description of the project bid alternates is as follows:

- Bid Alternate No. 1 – Additional point repairs and approximately 736 feet of sanitary sewer replacement and associated street repair, manhole repairs, and associated work.
- Bid Alternate No. 2 – Point Repair No. 30. Bid alternate due to easement negotiations.
- Bid Alternate No. 3 – Removal of the composite street patching and replacement with full depth PCC concrete patch.

The low base bid is approximately \$133,433.45 above the Engineer's opinion of probable construction cost. FOX contacted Con-Struct Inc. to discuss their bid, schedule, equipment, and similar projects that they have completed in Iowa. Con-Struct Inc. believes their bid is reasonable and has found no errors in its review. Con-Struct Inc. believes the contract dates for substantial completion will give ample time for the work to be completed.

To evaluate their Bid, we discussed their current projects and reviewed their performance on previous projects. Con-Struct Inc. has been in business since 1987 and has an office location in Marshalltown. FOX engineering has

---

worked with this company on past project and they have demonstrated the ability to complete the work in general compliance with the contract documents.

Con-Struct Inc. plans to utilize subcontractors to complete some of the work as follows:

- Central Iowa Televising
- Pacos Construction
- GreenTech of Iowa
- Advanced Traffic Control

Council should review the Bid Alternates to determine if any should be awarded. Council has the option of awarding any combination of the bid alternates in addition to the base bid. Any combination of the bid alternates does not change the apparent low bidder for the project. If council elects to award the Bid Alternates, the total costs will be as follows:

1. Base Bid and Bid Alternate No. 1 - \$4,325,121.55
2. Base Bid and Bid Alternate No. 2 - \$3,858,916.45
3. Base Bid and Bid Alternate No. 3 - \$3,679,762.45
4. Base Bid and Bid Alternate No. 1 and 2 - \$4,335,765.55
5. Base Bid and Bid Alternate No. 1 and 3 - 4,156,611.55
6. Base Bid and Bid Alternate No. 2 and 3 - 3,690,406.45
7. Base Bid and Bid Alternate No. 1, 2 and 3 - 4,167,255.55

Based on the information FOX Engineering has from the Contractor and discussions with city staff regarding Bid Alternate bids received, FOX recommends not accepting the bid alternates.

FOX Engineering believes that Con-Struct Inc. has the capability to complete the work, has a practical knowledge of the work, adequate equipment and personnel, sufficient schedule, and has the financial resources to complete the work. Therefore, based on the bids received, FOX recommends that the 2017 Manhole and Point Repair project be awarded to Con-Struct Inc. for the total of the Base Bid in the amount of **\$3,878,272.45**. We believe this represents the lowest responsive, responsible bid and is in the best interests of the project.

Prior to the City of Marshalltown approving the contract, the City's insurance counsel should review the contractor's insurance certificates and performance and maintenance bonds for conformance with the City of Marshalltown requirements.

We have attached the Notice of Award for your use. If approved, please sign and return to FOX Engineering. FOX will then execute the contract documents. Please contact us with any questions or comments regarding this recommendation.

Sincerely,  
FOX Engineering Associates, Inc.

Steven Soupir, P.E.,CFM  
Project Manager

*Attachments: Bid Tab and Notice of Award*

2019-\_\_\_\_

**RESOLUTION AUTHORIZING THE MARSHALLTOWN POLICE DEPARTMENT TO PURCHASE A MILO RANGE PRO FIREARMS TRAINING SIMULATOR SYSTEM UTILIZING FFE BUDGET DOLLARS FROM THE FIRE AND POLICE BUILDING PROJECT AND SURPLUS FUNDS IDENTIFIED IN THE FIRE AND POLICE BUILDING PROJECT BUDGET**

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

**WHEREAS** the Marshalltown Police Department requests authorization to purchase a MILO Range Pro Firearms Training Simulator system; and

**WHEREAS** the new police building has a room designed for use as a firearms simulator training area; and

**WHEREAS** the Council has found it to be in the best interests of the City of Marshalltown, Iowa, and the Marshalltown Police Department that said purchase should be made.

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

Section 1. The City of Marshalltown, Iowa authorizes and directs the Chief of Police to purchase a MILO Range Pro Firearms Training Simulator system.

Section 2. The Chief of Police is authorized to utilize unobligated funds from the fire and police building project FFE budget and designated surplus funds connected with the fire and police building project to accomplish this purchase.

Passed this 25<sup>th</sup> day of March 2019, and signed this \_\_\_\_\_ day of March 2019.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor  
ATTEST:

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



the City of  
**Marshalltown**  
**POLICE DEPARTMENT**

Joel Greer, Mayor  
Jessica Kinser, City Administrator  
Michael W. Tupper, Chief of Police  
22 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5725  
Fax - (641) 752-1211

TO: Mayor Joel Greer  
Members of the City Council  
Jessica Kinser, City Administrator

FROM: Michael W. Tupper  
Chief of Police

DATE: 20 March 2019

RE: Purchase of MILO Range Pro System – Firearms Training Simulator

**Policy Issue:**

City policy requires governing body approval of large purchases.

**Recommendation:**

Staff recommends Council authorize the Chief of Police to purchase a MILO Range Pro System for utilization in the new police facility in the firearms simulator training room.

**Background:**

The Marshalltown Police Department has an ongoing requirement to provide continuous and progressive training for police officers that ensures the safety of our citizens as well as our staff. The MILO Range Pro Training Simulator enhances officer knowledge, skills, and confidence in a safe, challenging training environment that is highly interactive and engaging. The MILO Range Pro system is a single-screen immersive training experience that reinforces scanning and situational awareness skills. All of the training videos are filmed in high definition with surround sound providing officers with a realistic training experience in a safe and controlled environment.

This type of training is necessary to provide police officers with realistic law enforcement situations that are designed to enhance rapid problem-solving and reaction skills. These scenarios provide officers with a multitude of training options that are technology-based and add a sense of realism that traditional training on a firearms range cannot provide. These scenarios challenge and sharpen critically important decision-making abilities. Ultimately, this system will help reinforce proper decision-making and build trust with our community.

The MILO Range Pro system will allow department use of force and firearms instructors the ability to give presentations, classes, and conduct interactive testing and assessment. Police officers will participate in realistic, scenario-based exercises with detailed debriefing and after action review. Utilizing these scenarios will help provide officers with training opportunities that will enhance the overall understanding of shoot/don't shoot situations, non-lethal options, de-escalation techniques and the corresponding decision-making process related to law enforcement use of force.

In determining which use of force simulator best suits our department needs, department training staff contacted four nationwide companies that manufacture law enforcement simulator products. Though evaluation of these

**CITY COUNCIL**

Sue Cahill, Mike Gowdy, Al Hoop, Gabe Isom,  
Leon Lamer, Bill Martin, Bethany Wirin

products, staff determined the MILO Range Pro system best suited department training needs. This system easily accommodates the size of the firearms simulator training room in our new police facility.

MILO Training Systems is a reputable company that has been manufacturing simulators for twenty years. Their attention to detail, quality control and customer service have been reported to be excellent by other agencies currently using MILO. MILO is the most utilized training simulation company used by law enforcement agencies in the State of Iowa. Representatives from other Iowa law enforcement agencies report the MILO system is easy to understand and use. Department firearms training staff feel that MILO's ability to identify and accurately simulate all department training options and the overall flexibility of the system would best meet our training needs.

**Budget Impact:**

\$76,860.00

As of March 6, 2019, the Marshalltown Finance Department reported there was approximately \$40,835.00 in unobligated funds left in the \$750,000.00 FFE budget for the new fire and police facility. This purchase would exhaust the FFE budget. Staff is seeking council approval to utilize surplus funds to assist in paying for this equipment. As of March 6, the Finance Department reported there was \$1,300,000.00 in surplus funds connected with the fire and police building project.

**Attachment:**

MILO Range Pro Specification Documents & Memo Document from Captain Christopher Jones

## **MILO Range Pro System – Firearms Training Simulator**

The Marshalltown Police Department has an ongoing requirement to provide continuous and progressive training to officers that ensures the safety of our citizens as well as our staff. The Milo Range Pro Training Simulator is designed to increase trainee knowledge, skills, and confidence in a safe, challenging environment that is highly interactive and engaging. The Milo Range Pro system is a single-screen immersive training experience that reinforces scanning and situational awareness. All videos are filmed in high definition with surround sound providing officers with a realistic training experience in a safe and controlled environment.

This type of training is necessary to provide realistic law enforcement situations that are designed to enhance rapid problem-solving and reaction skills. These scenarios provide officers with a multitude of training options that are technology-based and add a sense of realism that standard training cannot provide. These scenarios challenge the officer's decision-making abilities, which are necessary to justify one's actions. Ultimately, this system will help reinforce proper decision-making and build trust with our community.

Marshalltown Police firearms training staff are requesting the approval to purchase the Milo Range Pro system to allow trainers the ability to give presentations, classes, and conduct interactive testing and assessment, as well as scenario-based exercises with detailed debriefing and after action review. Utilizing these scenarios will help provide officers, as well as, community members with judgmental training opportunities that will enhance the overall understanding of shoot/don't shoot situations, non-lethal options, and the corresponding decision-making process related to law enforcement use of force.

In determining which use of force simulator to best suits our agency's needs, training staff solicited 4 nationwide companies that manufacture law enforcement simulator products. Though our evaluation we found that the Milo Range Pro best suited our training needs and accommodates the size of the room in our new facility previously designated for such use. Milo Training Systems is a reputable company that has been manufacturing simulators for 20 years. Their attention to detail, quality control, and customer service have been reported to be excellent by other agencies currently using Milo. Milo is the most utilized training simulation company used by law enforcement agencies in the State of Iowa. From speaking with representatives from other Iowa law enforcement agencies, the Milo system is easy to understand and user-friendly. Department firearms training staff feel that Milo's ability to identify and accurately simulate all department training options and the overall flexibility of the system would best meet our training needs.

### **MILO PRICE SHEET**

| <b><u>ITEM</u></b>  | <b><u>QTY.</u></b> | <b><u>COST</u></b> |
|---------------------|--------------------|--------------------|
| Milo Pro System     | 1                  | \$42,000           |
| Taser X2            | 2                  | \$4,990            |
| WRK Recoil Kit – HG | 2                  | \$4,400            |

|                          |   |                 |
|--------------------------|---|-----------------|
| WRK Recoil Kit – Rifle   | 2 | \$4,800         |
| WRK Armorer's Kit        | 1 | \$495           |
| Shotgun Laser Insert     | 1 | \$795           |
| Ceiling Mount Kit        | 1 | \$1,995         |
| Spare Recoil Kit – HG    | 1 | \$2,200         |
| Spare Recoil Kit – Rifle | 1 | \$2,400         |
| Spare Taser X2           | 1 | \$2,495         |
| Spare Shotgun Insert     | 1 | \$795           |
| Untethered Instructor    | 1 | \$1,995         |
| Return Fire Cannon       | 1 | \$7,500         |
| <b>GRAND TOTAL:</b>      |   | <b>\$76,860</b> |

Captain Christopher Jones

**MILO  
RANGE**

# MILO RANGE PRO

## The MILO Range Pro System

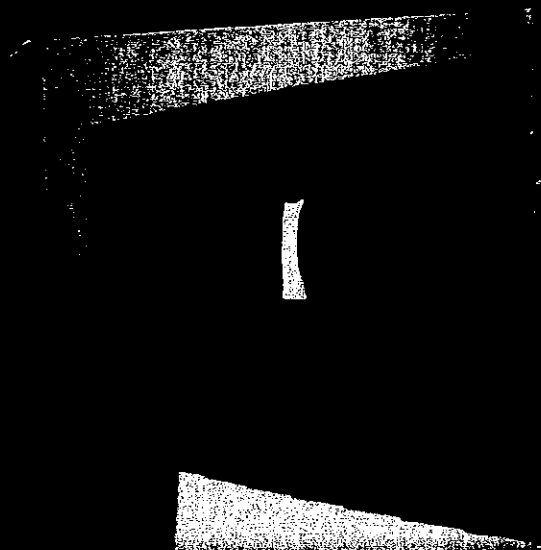
- MILO Range Pro computer system
- MILO flashlight & laser detection box
- 3000 lumens 1080p video projector
- HD Video projection screen (16x9 format)
- MILO programmable laser insert x2 (any caliber)
- MILO programmable laser OC/Mace canister x2
- Tactical flashlight x2
- Trainee Action Capture (color video and audio)
- 5.1 surround sound speaker system
- Hundreds of interactive scenarios & skill builders
- 50+ Interactive graphics-based firearms exercises
- MILO KnowledgeBase document presentation software
- Transport cases
- Full HD video camcorder for scenario creation
- Touchscreen LCD monitor

## Training, Warranty and Support

- 2-year complete system warranty
- 24/7 telephone support
- Train the Trainer course Included



milorange.com  
800-344-1707



# MILO RANGE PRO

The MILO Range Pro training system offers the most advanced feature set available for interactive Use-of-Force and tactical judgement training. No other system can deliver a more realistic, adaptable training environment.

In addition to hundreds of ready-to-train scenarios, an extensive library of interactive graphics-based firearm drills and exercises are included ranging from simple plates and poppers to user-defined Course of Fire and Marksmanship drills. The included MILO Course Designer software empowers instructors to create new, fully interactive video scenarios and graphics firearm drills in minutes.

Backed by our 24/7 technical support, on-site Train-the-Trainer course and a full 2-year system warranty, the MILO Range Pro makes it easy to create a safe, reliable and effective training program.

## Revolutionary new features designed for maximum performance in MILO Range Pro

- Touch-screen Operation
- Increased Weapons per Trainee (5)
- Simplified User Security
- Simple HD Scenario Creation
- High Definition Camcorder Included
- Unified System Setup Screen
- Trainee Action Capture Preview
- Music Playlist for GraphX
- Windows 10 x64 Platform
- Responds to motion, strikes and verbal with Microsoft Kinect
- 2-Year Warranty
- Multi-Lane Firing Range Creation Wizard

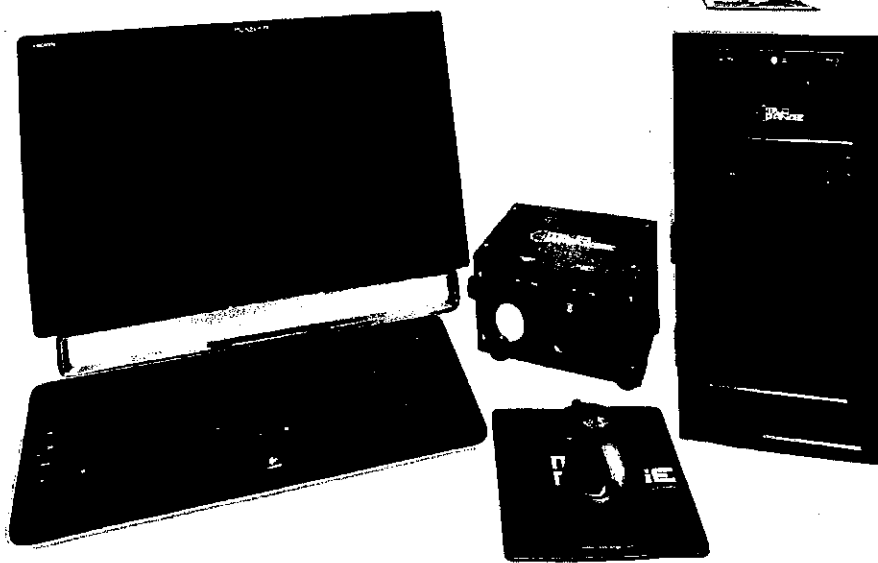
## Portable. Adaptable. Effective.

The more realistic the training the more effective the results. That's why MILO Range Pro supports a host of weapons and system features that you can use to simulate virtually any Use of Force scenario.

- Handguns
- Long Guns
- Taser, OC & Less Lethal Projectile Weapons
- Baton
- Dryfire, Recoil & Live Fire Training
- Lowlight Training
- Trainee Action Capture
- Fatherless Instructor
- High definition video scenarios
- Graphic Ranges & Customized Course of Fire
- Interactive 3D scenarios and 3D glasses included
- Real-time interactivity with Microsoft Kinect

To find out more about MILO Range Pro or any of our other interactive training systems visit us at [www.milorange.com](http://www.milorange.com) or call 800-344-1707





**MILO RANGE PRO TRAINING SYSTEM**  
**Interactive Firearms and Force Options Simulator**

176, P10

1229 Oak Valley Dr, Ann Arbor, MI 48108  
[www.milorange.com](http://www.milorange.com)

FAX 734 531 4002  
Toll Free 800 344 1707



MILO Range PRO Interactive Training Simulator

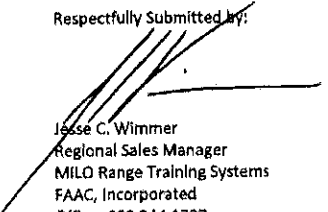
Thank you for your interest in the interactive MILO Range Firearms Training Simulators from FAAC, Incorporated. This proposal will provide you with requested system information, specifications, pricing and details for the system and equipment you've inquired about.

The MILO use of force and firearms training simulators have been selected by the most demanding law enforcement, military and public safety agencies, and are in daily use around the world in over 40 countries. The MILO Range training system is a comprehensive solution that is designed to allow trainers the ability to give presentations and classes, conduct interactive testing and assessment, and provide immersive hands-on scenario based exercises with detailed debriefing and after action review. Each MILO system is designed to increase trainee knowledge, skills and confidence in a safe, challenging environment that is highly interactive and engaging.

Through our 20-year history of providing innovative interactive simulation training solutions, MILO has become widely regarded as a low-risk, highly reliable contracting and business partner. We have the industry's most dedicated and experienced sales and support team on staff, and all MILO customers receive the best technical service in the business, including free software updates, newly filmed and released scenarios with new exercises and environments to keep interest high and skills sharp.

FAAC and I both sincerely appreciate the consideration of our proposal and also to have the opportunity to be of service to the men and women of your agency.

Respectfully Submitted by:

  
Jesse C. Wimmer  
Regional Sales Manager  
MILO Range Training Systems  
FAAC, Incorporated  
Office: 800.344.1707  
Cell: 303.378.5283  
Fax: 734.531.4002  
Email: [jesse.wimmer@milorange.com](mailto:jesse.wimmer@milorange.com)



[www.milorange.com](http://www.milorange.com)

1229 Oak Valley Dr, Ann Arbor, MI 48108  
[www.milorange.com](http://www.milorange.com)

FAX 734 531 4002  
Toll Free 800 344 1707



| MILO RANGE PRO TRAINING SIMULATOR |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |      |             |                |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------------|----------------|
| Item                              | Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | Qty. | Unit Price  | Extended Price |
| 1                                 | <b>MILO Range PRO System with 5.1 Audio System</b><br>[ ] MILO CPU – Based on MS Windows OS<br>[ ] HD Projector (1920 x 1080) 2800+ lumens high contrast<br>[ ] HD (12' x 7') fast-fold projection Screen<br>[ ] 16-device Hit Detection Box with Flashlight option<br>[ ] All Power and Video Cables, Power Strip<br>[ ] Touch-screen LCD Flat Panel Monitor<br>[ ] Keyboard and Optical Mouse<br>[ ] Speakers/Digital Audio Surround Sound System<br>[ ] Transport Cases for System and Peripheral Items<br>[ ] 850+ Multi-Branching Interactive Scenarios are Pre-loaded as well as 55+ Skill Builder exercises<br><b>FREE Access to MILO Range Digital Scenarios</b><br>New HD Scenarios available (approx. 12-15 available per quarter)<br><b>Course Designer Program</b><br>The Course Designer Program is editing software program that can be used to create lessons, tests and presentations for classrooms, auditoriums, and training rooms or for one on one instruction. Allows the user to utilize both digital video and computer graphics capabilities to create fully interactive training videos and/or graphics based training environments.<br>Includes HD Camera for scenario filming.<br><b>Dry-Fire Laser Training Inserts/Weapons</b><br>System Includes two (2) Dry-Fire Weapon Lasers for double-action pistols [ ] Two (2) Replica M&P Training Weapons (ATF non-gun)<br><b>OC Spray Training Devices</b><br>Laser modified OC spray training devices for less-lethal applications. Thumb or trigger activation.<br>Includes two (2) OC laser canisters<br><b>Low Light Training Program</b><br>Allows the trainee to use real flashlight in-conjunction with his/her weapon for low light training. This system is non-lane based which allows for multiple users.<br>Includes two (2) MILO-Supplied flashlights with MILO lenses<br><b>Baton/Punch/Strike Branching and Scoring</b><br>Allows the trainer to manually branch the scenario while the trainee uses his actual baton or makes a strike. The system will branch and score the use of action as a baton strike.<br><b>Trainee Action Capture (TAC) with Picture-in-Picture Video/Audio Debrief</b><br>Audio and color video capture of trainee's actions in a scenario for immediate or later debriefing and review.<br><b>Graph-X Targets</b><br>Allows the user to utilize any of the Graph-X modules for Marksmanship, Shoot-house, Basic Targets and Range Practice includes 55+ Interactive CGI skill-builder exercises | 1    | \$42,000.00 | \$42,000.00    |
|                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Inc. |             |                |
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 Toll Free 800 344 1707



|     |                                                                                                                                                                              |      |             |             |
|-----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------------|-------------|
|     | Statistics and Management<br>Allows user to manipulate the database information as to create individual and/or group statistics using relevant filtering criteria            | Inc. |             |             |
|     | Delivery, Insurance and Standard 2-year Warranty                                                                                                                             | Inc. |             |             |
|     | System and Peripheral Training Required (US sales only)<br>Four Students at Customer Site for three (3) days. Includes scenario editing and creation, as well as COF design. | Inc. |             |             |
| (A) | MILO RANGE PRO TRAINING SYSTEM TOTAL:                                                                                                                                        | 1    | \$42,000.00 | \$42,000.00 |

| Suggested Optional MILO Range Training System Products |                                                                                                                                                                                                                             |      |            |  |
|--------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|------------|--|
| Item                                                   | Description                                                                                                                                                                                                                 | Qty. | Pricing    |  |
| 1                                                      | SIRT Red Training Pistol (Glock or M&P) w/ re-setting trigger<br>Includes laser and on/off visible laser                                                                                                                    | 1    | \$995.00   |  |
| 2                                                      | Glock 17R Training Weapon w/ re-setting trigger<br>Requires MILO programmable laser insert                                                                                                                                  | 1    | \$675.00   |  |
| 3                                                      | Additional Programmable Dry-fire Pistol Laser Insert                                                                                                                                                                        | 1    | \$595.00   |  |
| 4                                                      | Caliber Adaptors for Programmable Lasers                                                                                                                                                                                    | 1    | \$35.00    |  |
| 5                                                      | Additional Programmable Laser OC Canisters                                                                                                                                                                                  | 1    | \$595.00   |  |
| 6                                                      | Additional MILO Flashlight w/ MILO IR Filter                                                                                                                                                                                | 1    | \$395.00   |  |
| 7                                                      | X26 TASER Laser Weapon with Cartridges <b>No Longer Manufactured</b><br>Includes: Taser weapon modified for use on the MILO Range and two (2) dual-laser cartridges with 8 degree separation for reloading drills.          | 1    | \$1,995.00 |  |
| 8                                                      | X26P Taser Weapon with Cartridges<br>Includes: Taser weapon modified for use on the MILO Range and two (2) dual-laser cartridges with 8 degree separation for reloading drills.                                             | 1    | \$2,495.00 |  |
| 9                                                      | X2 Taser Weapon with Cartridges<br>Includes: Taser weapon modified for use on the MILO Range and two (2) dual-laser cartridges for reloading drills.                                                                        | 1    | \$2,495.00 |  |
| 10                                                     | MILO Range WRK Recoil Kit- Pistol (Confirm Make/Model/Caliber)<br>Drop-In tether-less recoil kit with two (2) disposable CO2 magazines. No permanent modification to weapon required. *Kit does <u>not</u> include weapon   | 1    | \$2,200.00 |  |
| 11                                                     | MILO Range WRK Recoil Kit- AR/M4<br>Drop-In tether-less recoil kit with two (2) disposable CO2 magazines. No permanent modification to weapon required. *Kit does <u>not</u> include weapon                                 | 1    | \$2,400.00 |  |
| 12                                                     | MILO Range WRK Refill Station for Refillable Co2 Magazines with Mag Sled<br>Station includes Co2 Tank, all air cabling, and one sled for refillable magazines.                                                              | 1    | \$1,995.00 |  |
| 13                                                     | MILO Range Refillable Magazines for WRK Recoil Pistol or AR                                                                                                                                                                 | 1    | \$395.00   |  |
| 14                                                     | Additional MILO Range WRK Magazine Sled for Refill Station                                                                                                                                                                  | 1    | \$395.00   |  |
| 15                                                     | WRK Armorer's Kit for WRK Recoil Kits                                                                                                                                                                                       | 1    | \$495.00   |  |
| 16                                                     | Pump Action Shotgun Laser Insert for Slugs and Buckshot<br>Also provides less than lethal application training                                                                                                              | 1    | \$795.00   |  |
| 17                                                     | PepperBall, FN 303, or 37MM Adaptor w/ MILO Range Programmable Laser                                                                                                                                                        | 1    | \$695.00   |  |
| 18                                                     | Un-Tethered Instructor<br>The wireless remote tablet for the MILO Range system offers trainers the freedom to run the system remotely via a PDA device. Both video scenario operation and system calibration are supported. | 1    | \$1,995.00 |  |

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|    |                                                                                                                                                                                                                                                                  |   |                  |
|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---|------------------|
| 19 | <b>Return-Fire Cannon</b><br>Operator Controlled Tracking<br>Includes: Projectile launcher on operator controlled pan/tilt platform with targeting camera, video monitor, 50 ft. remote control cable, and projectiles.                                          | 1 | \$7,500.00       |
| 20 | <b>Range React! Distraction Device with HR Monitor</b> Operator Controlled<br>Haptic/Sound/Light Distraction Device includes Haptic Unit (vibration, strobe, and alarm) and instructor remote along with wrist-worn heart rate monitor and software for debrief. | 1 | \$1,995.00       |
| 21 | <b>Ceiling Mount Installation Kit</b><br>Kit includes projector mount, hit detection box mount, cabling, ceiling tile, and standard 9' ceiling post.<br>Custom length posts are optional and may include additional charges.                                     | 1 | \$1,995.00       |
| 22 | <b>MILO Range Live Fire Training Module with Screen</b>                                                                                                                                                                                                          | 1 | Call for Pricing |
| 23 | <b>DRIVING FORCE Simulator by FAAC, Inc.</b>                                                                                                                                                                                                                     | 1 | Call for Pricing |

**See Important Terms and Conditions Below**

**FAAC (Seller) STANDARD TERMS AND CONDITIONS**

1. ☒ **Payment Terms:** NET 30 from date of invoice
2. ☒ **Delivery:** 45 Days ARO
3. ☒ **Partial Shipment and/or Partial Invoice are:** Permitted.
4. ☒ **Warranty:** 24 Months from date of shipment.
5. ☒ **If this sale is subject to Use Tax, then you are liable for the tax and should make payment direct to your taxing authority.**  
However, we may collect Sales Tax for the following States: CA, FL, HI, KY, MA, MI, NY, UT, WA, WV
6. ☒ **Quote Valid** 90 days.
7. ☒ **All prices quoted in US Dollars (\$USD)**

**PURCHASING/CONTRACTING INFORMATION**

1. ☒ **Cage Code** - 3J401
2. ☒ **Tax ID** - 38-2690218
3. ☒ **DUNS** - 175204163
4. ☒ **Vendor POC** - MILO Contracts
5. ☒ **Phone** - 800-344-1707
6. ☒ **Email** - [Contracts@faac.com](mailto:Contracts@faac.com)
7. ☒ **Estimated Delivery Date** - 45 Days ARO
8. ☒ **Order Fax to** 734.531.4002

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Joel Greer, Mayor  
Jessica Kinser, City Administrator  
Michael W. Tupper, Chief of Police  
22 North Center Street  
Marshalltown, IA 50158-4911  
Tel - (641) 754-5725  
Fax - (641) 752-1211

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TO: Mayor Joel Greer  
Members of the City Council  
Jessica Kinser, City Administrator

FROM: Michael W. Tupper  
Chief of Police

DATE: 20 March 2019

RE: Purchase of MILO Range Pro System – Firearms Training Simulator

**Policy Issue:**

City policy requires governing body approval of large purchases.

**Recommendation:**

Staff recommends Council authorize the Chief of Police to purchase a MILO Range Pro System for utilization in the new police facility in the firearms simulator training room.

**Background:**

The Marshalltown Police Department has an ongoing requirement to provide continuous and progressive training for police officers that ensures the safety of our citizens as well as our staff. The MILO Range Pro Training Simulator enhances officer knowledge, skills, and confidence in a safe, challenging training environment that is highly interactive and engaging. The MILO Range Pro system is a single-screen immersive training experience that reinforces scanning and situational awareness skills. All of the training videos are filmed in high definition with surround sound providing officers with a realistic training experience in a safe and controlled environment.

This type of training is necessary to provide police officers with realistic law enforcement situations that are designed to enhance rapid problem-solving and reaction skills. These scenarios provide officers with a multitude of training options that are technology-based and add a sense of realism that traditional training on a firearms range cannot provide. These scenarios challenge and sharpen critically important decision-making abilities. Ultimately, this system will help reinforce proper decision-making and build trust with our community.

The MILO Range Pro system will allow department use of force and firearms instructors the ability to give presentations, classes, and conduct interactive testing and assessment. Police officers will participate in realistic, scenario-based exercises with detailed debriefing and after action review. Utilizing these scenarios will help provide officers with training opportunities that will enhance the overall understanding of shoot/don't shoot situations, non-lethal options, de-escalation techniques and the corresponding decision-making process related to law enforcement use of force.

In determining which use of force simulator best suits our department needs, department training staff contacted four nationwide companies that manufacture law enforcement simulator products. Though evaluation of these

**CITY COUNCIL**

Sue Cahill, Mike Gowdy, Al Hoop, Gabe Isom,  
Leon Lamer, Bill Martin, Bethany Wirin

products, staff determined the MILO Range Pro system best suited department training needs. This system easily accommodates the size of the firearms simulator training room in our new police facility.

MILO Training Systems is a reputable company that has been manufacturing simulators for twenty years. Their attention to detail, quality control and customer service have been reported to be excellent by other agencies currently using MILO. MILO is the most utilized training simulation company used by law enforcement agencies in the State of Iowa. Representatives from other Iowa law enforcement agencies report the MILO system is easy to understand and use. Department firearms training staff feel that MILO's ability to identify and accurately simulate all department training options and the overall flexibility of the system would best meet our training needs.

**Budget Impact:**

\$76,860.00

As of March 6, 2019, the Marshalltown Finance Department reported there was approximately \$40,835.00 in unobligated funds left in the \$750,000.00 FFE budget for the new fire and police facility. This purchase would exhaust the FFE budget. Staff is seeking council approval to utilize surplus funds to assist in paying for this equipment. As of March 6, the Finance Department reported there was \$1,300,000.00 in surplus funds connected with the fire and police building project.

**Attachment:**

MILO Range Pro Specification Documents & Memo Document from Captain Christopher Jones

**RESOLUTION APPROVING A CONTRIBUTION OF \$5,000 TO THE  
MARSHALLTOWN 4<sup>TH</sup> OF JULY FIREWORKS CELEBRATION**

**WHEREAS**, Marshalltown hosts a 4<sup>th</sup> of July festival annually which provides fun, safe activities for the residents of Marshalltown and surrounding communities; and

**WHEREAS**, the 4<sup>th</sup> of July Fireworks Committee has requested a contribution from the City of Marshalltown to support the annual fireworks display;

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA**, that a \$5,000 contribution is hereby approved; and

**BE IT FURTHER RESOLVED**, the Finance Director is directed to utilize local option sales tax from the Council-designated portion for this expense.

Passed this 25<sup>th</sup> day of March, 2019, and signed this \_\_\_\_ day of March, 2019.

CITY OF MARSHALLTOWN, IOWA

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

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

# MARSHALLTOWN

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I O W A

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March 25, 2019

To: Mayor, Members of the City Council and City Administrator

From: Michelle Spohnheimer, Housing & Community Development Director

**Re: Ordinance Amendment to Chapter 29 Table of Permitted & Special Uses related to the RC Regional Commercial District**

**Policy Issue:** A request has been to amend the Table of Permitted and Special Uses related to the Regional Commercial District to allow for personal storage units as a permitted use. U-HAUL has requested an amendment in order to develop storage units within the former K-Mart store which is zoned RC Regional Commercial. They also requested the ability to develop up to 3 additional buildings with exterior accessed units as traditional storage units are throughout the community. The original application and requested language was included in the attachments for the 2/25/19 Council meeting.

**Recommendation:** The Commission met and discussed the proposed in January and then held a public hearing in February. After a detailed discussion about the corridor and the desired appearance and uses the Commission moved to recommend a revised amendment to the permitted uses compared to the original request.

*Original Request:* Permitted Use - Personal storage rental spaces, which are primarily accessed from the interior of a building with no more than three exterior accessed storage buildings.

*Plan Zoning Commission Recommendation:* Permitted Use - Personal storage rental spaces, which are accessed from the interior of a building.

*Council 1<sup>st</sup> Amendment - 1<sup>st</sup> Reading Approval:* Permitted Use - Personal storage rental spaces, which are primarily accessed from the interior of a building with no more than two exterior accessed storage buildings.

*Public Hearing Posted with language from 1<sup>st</sup> reading:* Permitted Use - Personal storage rental spaces, which are primarily accessed from the interior of a building with no more than two exterior accessed storage buildings.

*Council 2<sup>nd</sup> Amendment – 2<sup>nd</sup> Reading Approval (back to the Plan Zoning Commission recommendation):* Permitted Use - Personal storage rental spaces, which are accessed from the interior of a building.

**Scheduled Public Hearing & 3<sup>rd</sup> Reading for March 25, 2019**

**Housing & Community Development**  
36 North Center Street, Marshalltown, IA 50158  
Tel. (641) 754-6583 - Fax (641) 754-5742

I have consulted with legal counsel over the procedure options moving forward and have identified those options below for reference.

- The Council may adopt the 3rd reading of the ordinance as currently proposed not allowing any exterior buildings.
- The Council may move to amend the ordinance again allowing for up to two exterior buildings and then pending that decision adopt the 3<sup>rd</sup> reading of the ordinance as amended, if applicable.
- The Council may vote against any changes to the ordinance at this time and allow the applicant to submit a new request with the consideration of allowing exterior buildings as a Special Use Permit with conditions instead of permitted. This process will go back to the Plan Zoning Commission.

U-HAUL has submitted a response letter and will be present to discuss the options with the Council on the 25<sup>th</sup>.

**Background:** The Commission members had concerns as this is a primary corridor for the Community and it would not be in-line with some of the other community visioning including the Comprehensive Plan of 2030. Public comments have been expressed at prior meetings related to similar concerns about appearance along a primary corridor and written comments have been received by the City Clerk.

**Budget Impact:** N/A

ORDINANCE NO. 14980

AN ORDINANCE APPROVING CHANGES TO THE  
MARSHALLTOWN ZONING ORDINANCE OF 2010, REGARDING CHAPTER 29 TABLE  
OF PERMITTED AND SPECIAL USES FOR COMMERCIAL & INDUSTRIAL DISTRICTS

WHEREAS the Plan Zoning Commission reviews zoning regulations as necessary or upon request; and

WHEREAS the City received a request to amend Chapter 29 Table of Permitted and Special Uses for Commercial & Industrial Districts specifically related to uses in the RC, Regional Commercial District; and

WHEREAS the Plan Zoning Commission reviewed the request, held a public hearing on February 14, 2019 and recommended the following additions to the Marshalltown Zoning Ordinance of 2010 Chapter 29 Table of Permitted and Special Uses for Commercial & Industrial Districts specifically related to allowable special uses in the RC, Regional Commercial District:

| SECTOR |             | USE                                                                                 | CODE  | RC |
|--------|-------------|-------------------------------------------------------------------------------------|-------|----|
| 53     | Real Estate | Personal storage rental spaces, which are accessed from the interior of a building. | 53113 | P  |

WHEREAS the City Council moved to amend the ordinance on February 25, 2019 and then again on March 11, 2019 back to the original recommendation; and

WHEREAS the City has reviewed the application and found the Plan Zoning Commission recommendation to be in the best interest of the City.

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

Section 1. Chapter 29 of the Zoning Ordinance of 2010 are hereby amended by adding the following permitted use to the table for the RC, Region Commercial District.

| SECTOR |             | USE                                                                                 | CODE  | RC |
|--------|-------------|-------------------------------------------------------------------------------------|-------|----|
| 53     | Real Estate | Personal storage rental spaces, which are accessed from the interior of a building. | 53113 | P  |

Section 2. The public hearing required on this City Code amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m. local time, on the 25th day of March 2019, and the City Clerk is directed to cause a publication of the notice of public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of public hearing fixed herein.

Section 3. This Code shall be in full force and effect from and after public notice of hearing on this Amendment to the Marshalltown City Code has been duly given as required by the said Code and the statutes of the State of Iowa and said public hearing has been duly held and after passage by the Council and publication as is provided by law.

Passed this \_\_\_\_\_ day of March 2019, and signed this \_\_\_\_\_ day of March 2019.

CITY OF MARSHALLTOWN

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

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

# AMERCO<sup>®</sup>

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## REAL ESTATE COMPANY

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2727 North Central Avenue, 5-N • Phoenix, Arizona 85004  
Phone: 602.263.6555 • Fax: 602.277.5824 • Email: [holly\\_reading@uhaul.com](mailto:holly_reading@uhaul.com)

**March 15, 2019**

Michelle Spohnheimer  
The City of Marshalltown  
Housing & Community Development Director  
24 N Center Street  
Marshalltown, IA 50158

Michelle,

Amerco Real Estate Company is requesting to amend the Zoning Change Ordinance application that was submitted in January of 2019. We requested to amend the table of permitted uses for the RC, Regional Commercial District to allow for the use of self-storage to be permitted in the RC district.

Since going through this process, we have received comments from the Planning and Zoning commissions about our proposed Ordinance change. Due to these comments we would like the change the proposed language to read *“Personal storage rental spaces which are primarily accessed from the interior of a building, with two exterior accessed storage buildings, not greater than 3,000 SF each, permitted with a SUP.”*

If you need anything further from us, please don't hesitate to ask.

Thank you,

Holly Reading

March 8, 2019

City Council Members  
36 N. Center Street  
Marshalltown, IA 50158

Dear Council Members:

Please know how much we appreciate your service to represent and support Marshalltown through your leadership as Council Members. The decisions you make have a significant impact on the trajectory of our community. For that reason, we would like to share our perspective and ask that you honor the recommendation from Planning and Zoning to not allow storage units in the parking lot of K-Mart.

We understand the importance of bringing business to the old K-Mart building and are in support of U-Haul occupying that space. U-Haul has taken occupancy of old K-Mart buildings in Ames as well as Des Moines. Neither of those locations will house exterior storage units. U-Haul's business model apparently remains successful even without the outside units and of equal importance; these cities maintain their high aesthetic standards.

Significant investments have been made to enhance the image and aesthetics of Marshalltown. As you know, Vision Marshalltown is in unison with the City's strategic plan to enhance Marshalltown's public image. Your support of enhancing the medians along South Highway 14 as well as the development of quality signage are examples of such. However, approving the zoning change would diminish the trajectory of quality standards we are beginning to see come to fruition.

Although we understand U-Haul's intentions are to create attractive units, there would be no authority to enforce such. Furthermore, the zoning change would include the entire Marshalltown mall property. The lack of control over the location of storage units beyond typical setbacks further jeopardizes our current relationship with other businesses such as Hobby Lobby and Jimmy Johns. The potential adverse conditions would not speak well to our appreciation and respect to our existing businesses.

We are on the cusp of completing a downtown master plan that will provide our desired direction to bring pride and potential back to Marshalltown. On March 30<sup>th</sup> we will celebrate the final Round House renovation, which includes a state-of-the-art addition. These facilities will house a multitude of athletic events, which will draw attendees from around the state. Their entry along South Highway 14 will be critical to their perception of Marshalltown. This summer we will witness your well-planned enhancements to South Highway 14. Now is not the time to lower our standards and diminish the aesthetics of the route.

On behalf of Vision Marshalltown, we ask that the recommendation from Planning and Zoning be honored.

Thank you for your consideration,  
Vision Marshalltown

Terry Buzbee, Heidi Dalal, Jenny Etter, Karn Gregoire, Julie Hitchins, Kiley Leger, Mike Miller, Abigail Pelzer, Theron Schutte

**From:** [Monte Eaton](#)  
**To:** [clerk@marshalltown-ia.gov](mailto:clerk@marshalltown-ia.gov)  
**Subject:** Proposed Uhaul variance  
**Date:** Monday, March 11, 2019 11:34:24 AM

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Please present this at tonight's Council meeting, thank you.

First, I apologize for not being able to present these comments in person prior comments prevent me from doing so.

That being said, I am unsure as to why the City Council members are not following the Planing and Zoning recommendations and guidelines. The location is not zoned for the proposed request for out buildings to be used as storage, this proposed development also violates the City's Master Plan that the City Council and City employees have taken time to create not to mention the countless dollars spent on doing so.

If the City Council votes to allow out side storage in this location it will be setting a precedent for further storage units in this area along with others, such as, the Marshalltown Mall / Marshalltown Center also located on Center Street at 2502 S. Center Street

There has been discussion about possibly using greenery to partially obstruct the unsightlyness of these proposed out buildings, not to mention there is no ordinance in effect that would require this, it would be completely voluntary. Uhaul may voluntarily install the greenery bit will the next owner in the same or another location? This, along with the Uhaul representative's comments that they want the out building to be used to advertise their presence. How can this be done if the proposed out buildings are hidden behind greenery?

I also believe that the City Council and it's committees have been advised by the City's Legal Counsel to stop making spot variances, and spot re-zoning.

To the positive, the proposed inside climate controled storage is an aceptable alternative to having an open building and may fill a nitch that is not currently avalible (to my knowledge).

Although, there are many other options that should be explored prior to blindly committing to such a change to the City's Master plan.

Thank you,  
Monte Eaton  
2460 A Reed Ave  
Marshalltown

ORDINANCE NO. 14981

AN ORDINANCE APPROVING CHANGES TO THE MARSHALLTOWN ZONING ORDINANCE OF 2010, REGARDING CHAPTER 19 TN TRADITIONAL NEIGHBORHOOD DISTRICT AND REZONING THE PROPERTIES AT 108, 110, 112, AND 114 N 3RD AVENUE IN MARSHALLTOWN FROM R-4 MEDIUM DENSITY RESIDENTIAL TO TRADITIONAL NEIGHBORHOOD

WHEREAS the Plan Zoning Commission reviews zoning regulations as necessary or upon request; and

WHEREAS the City received a request to amend Chapter 19 TN Traditional Neighborhood District and to rezone the properties at 108, 110, 112, and 114 N. 3<sup>rd</sup> Avenue from R-4 Medium Density Residential to TN Traditional Neighborhood; and

WHEREAS the Plan Zoning Commission reviewed the request, held a public hearing on February 14, 2019 and recommended that Chapter 19 be replaced by the following chapter as amended and the area be rezoned based on the proposed land use changes within the Highway 14 Corridor Study; and

WHEREAS the City has reviewed the request and found the amendment and proposed rezoning to be in the best interest of the City.

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

Section 1. Chapter 19 TN Traditional Neighborhood District of the Zoning Ordinance of 2010 is hereby amended by replacing the following attached language.

Section 2. That the properties at 108, 110, 112, and 114 are hereby rezoned to TN Traditional Neighborhood District.

Section 3. The public hearing required on this City Code amendment shall be held in the Council Chambers of City Hall, 10 West State Street, Marshalltown, Iowa at 5:30 p.m. local time, on the 25th day of March 2019, and the City Clerk is directed to cause a publication of the notice of public hearing in one issue of the Marshalltown Times-Republican, a newspaper published in Marshalltown, Marshall County, Iowa, not less than 7 days nor more than 20 days prior to the date of public hearing fixed herein.

Section 4. This Code shall be in full force and effect from and after public notice of hearing on this Amendment to the Marshalltown City Code has been duly given as required by the said Code and the statutes of the State of Iowa and said public hearing has been duly held and after passage by the Council and publication as is provided by law.

Passed this \_\_\_\_ day of March 2019, and signed this \_\_\_\_ day of March 2019.

CITY OF MARSHALLTOWN

\_\_\_\_\_  
Joel T.S. Greer, Mayor

ATTEST:

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

## **CHAPTER 19**

### **TN TRADITIONAL NEIGHBORHOOD DISTRICT**

#### **Section 1: Purpose.**

The regulations set forth in this Chapter, or set forth elsewhere in this Ordinance when referred to in this Chapter, are the district regulations for the TN Traditional Neighborhood District.

- The Traditional Neighborhood District is intended to provide for compact, pedestrian-oriented mixed-use areas of limited size, with a variety of residential, office and service uses that primarily serve neighborhood needs. It is also intended to serve as a transitional use of land between commercial or industrial districts and residential districts or other less intensive land uses.

#### **Section 2: Permitted uses**

1. Commercial uses contained in Chapter 29 of this Ordinance.
2. Single-family detached and attached dwellings.
3. Two-family dwellings.
4. Multi-family dwellings. These units shall not be on ground/first level of any building also containing a Commercial use listed in Chapter 29 of this Ordinance.
5. Home Occupations in compliance with Ch. 4, Sec. 11 of this Ordinance.
6. Churches
7. Parks, playgrounds, and civic buildings.
8. Accessory buildings and accessory uses customarily incident to any of the above uses.

#### **Existing Uses**

Any existing use, which is conforming as of January 1, 2009, shall be considered a conforming use for that zoning lot for the purposes of this Ordinance. The use can change to any other listed conforming use for the zoning lot, or to a special use. The zoning lot for the businesses after January 1, 2009, may expand provided that the new area is a listed conforming use for that zoning lot or to a listed special use by following the procedures in Chapter 30, Special Use Regulations.

#### **Section 3: General Provisions.**

1. Chain link fences shall not be allowed.
2. A minimum of one tree per lot shall be placed in the terrace pursuant to Section 27: 19-20 of the City Code of Ordinances.
3. All regular business must take place inside a structure. This regulation shall not apply to any establishment that employs a full-service wait staff or gas station pumps.
4. Multiple buildings shall be allowed on one zoning lot, with the exception of single-family detached housing.

#### **Section 4: Bulk Requirements. The following requirements shall be observed:**

| <b>Use <sup>a</sup></b> | <b>Front<br/>Yard<br/>Setback<br/>(min/max)</b> | <b>Rear Yard<br/>Setback<br/>minimum</b> | <b>Side Yard<br/>Setbacks<br/>(minimum/<br/>combined)</b> | <b>Minimum lot<br/>area required/<br/>unit</b> | <b>Maximum<br/>Height</b> | <b>Minimum<br/>Lot<br/>Width</b> |
|-------------------------|-------------------------------------------------|------------------------------------------|-----------------------------------------------------------|------------------------------------------------|---------------------------|----------------------------------|
|                         |                                                 |                                          |                                                           |                                                |                           |                                  |

|                         |            |         |                   |                |         |         |
|-------------------------|------------|---------|-------------------|----------------|---------|---------|
| Single-Family Detached  | 15/25feet  | 15 feet | 6/12              | 3,500 sq.feet  | 35 feet | 35feet  |
| Single-Family Attached  | 10/25 feet | 15 feet | 6/12 <sup>b</sup> | 2,000 sq. feet | 35 feet | 25 feet |
| Multi- Family           | 0/25 feet  | 10 feet | None <sup>d</sup> | 1,700 sq. feet | 45 feet | 25 feet |
| Commercial <sup>c</sup> | 0/15 feet  | 0 feet  | None <sup>d</sup> | 800 sq. feet   | 45 feet | 25 feet |

<sup>a</sup> Does not include residential units above a commercial space.

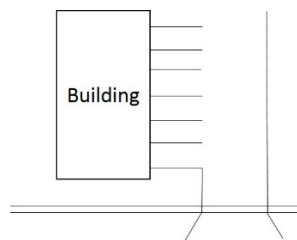
<sup>b</sup> None if shared walls

<sup>c</sup> Including residential uses above commercial space.

<sup>d</sup> 6 feet minimum per side when adjacent to a residential dwelling.

### Section 5: Parking Requirements.

1. Whenever structures are erected or structurally altered, parking spaces shall be provided on the same lot as the building in accordance with Chapter 7 of this Ordinance.
2. Parking lots shall be located in the rear of all commercial uses or on the side. Parking located on the side is allowable in accordance with the following:
  - The parking must not extend into the required front yard setback.
  - Landscaping shall be placed between the parking spaces and the front property line in accordance with Chapter 6. Section 4.5.a)
  - A single parking aisle with parking on one side, which is adjacent to the building, and meets the minimum dimension of the City's parking space requirements, is allowable. See sample below.



### Section 6: Design Guidelines.

1. All attached or detached garages shall be placed towards the rear of a building except on a corner, where the side may also be allowed. These can be accessed via privately controlled lanes and alleyways.
2. The front façade of any commercial or multi-family building shall be at least fifty (50) percent brick or masonry stone.
3. One story commercial buildings shall be constructed to appear of greater height in relation to the street. This can be achieved through the use of architectural elements, pitched roofs with dormers or gables facing the street, a higher parapet, and/or the use of an intermediate cornice line to separate the ground floor and the upper level.
4. The length of any new non-residential building shall be comprised of at least fifty (50)

percent windows and doors at the ground level.