

1. Agenda

Documents:

[AGENDA.PDF](#)

2. Supporting Meeting Documents

Documents:

[S 5TH STREET MAP.PDF](#)

[S 6TH STREET REZONING APPLICATION.PDF](#)

[STAFF REPORT MEMO.PDF](#)

Notice of Public Meeting
Plan & Zoning Commission – AGENDA
Agenda for Thursday, January 26, 2017 – 5:00 PM
City Hall, Council Chambers
10 West State Street, Marshalltown

Call to Order:

Committee Members:

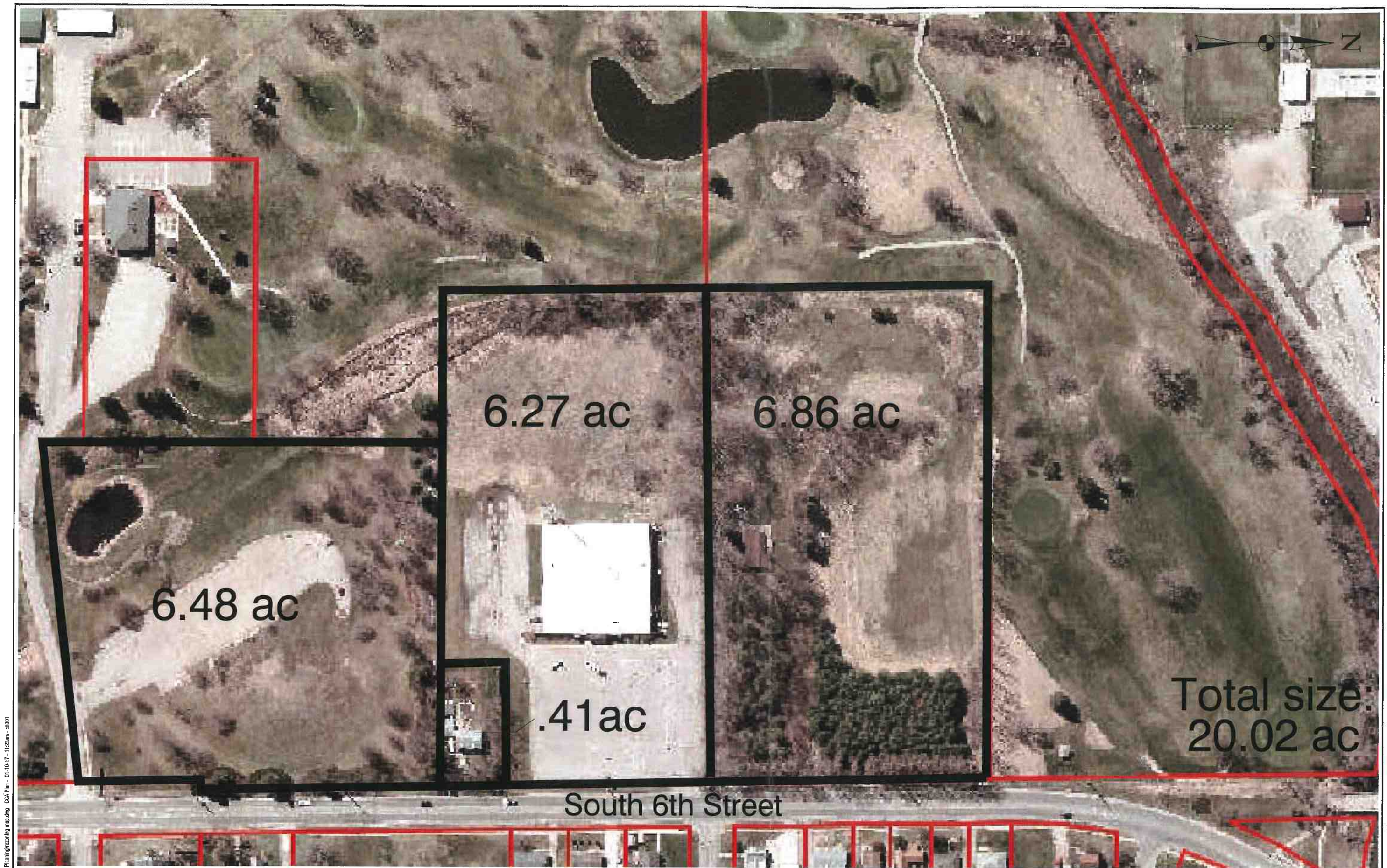
Jon Boston, Chair
Sharon Greer, Vice-Chair
Vacant
Keith Bloomquist

Angela Lins-Eich
Fauna Nord
Steve Valbracht

Roll Call.

Business:

1. Motion to set public hearing for Thursday, February 16, 2017 at 5:00 PM, related to a Rezoning request of four properties along S. 6th Street from R-1, Low Density Residential and R-2, Low Density Residential to TN, Traditional Neighborhood District. Properties include:
 - a. 1015 S. 6th Street
 - b. 1101 S. 6th Street
 - c. 1201 S. 6th Street
 - d. 1203 S. 6th Street



J:\563003-Master Planning\rezoning map.dwg - CGA Plan - 01-10-17 - 11:22am - s4301

NO.	REVISION	BY	DATE	NO.	REVISION	BY	DATE

Clayton-Gerber Associates, Inc.
1523 S. Bell Ave. Suite 101
Ames, Iowa 50010
Ph 515-232-1784
www.cgaconsultants.com

DESIGNED: ###	DATE: ###
DRAWN: ###	DATE: ###
CHECKED: ###	DATE: ###
APPROVED: ###	DATE: ###

SOUTH 6TH STREET

MARSHALLTOWN, IOWA

REZONING MAP

PROJECT NO. 5630
SHEET NO. STT

Date Submitted & Fee Paid: 1/19/17

Rezoning Application Form

36 N. Center Street, Marshalltown, IA 50158 Ph: 641-754-5756 Fax: 641-754-5742
www.ci.marshalltown.ia.us

All items listed must be submitted with this application:

Failure to complete and submit all the required materials as a part of this application will result in a delay in accepting your application until it is complete.

✓ **Legal description of the property.** The property owner should have a copy of the legal description. If not, owners may obtain a copy of the recorded deed, which contains the legal description, from the Marshall County Recorder's Office for a fee.

✓ **Application fee.** A \$500 fee is required payable to "City of Marshalltown." The fee must be paid when the application is submitted to the Zoning Office.

Please type or print legibly in ink.

Property Address:	
1203 S. 6th ST. (SEE ATTACHED MAP)	
Owner:	
MHS PROPERTIES (CGA ENGINEERS - APPLICANT)	
Mailing Address:	
116 E. MAIN ST. MARSHALLTOWN, IA 50158	
Phone:	Fax:
641-752-6701	
Current Zoning Classification:	
R1 Low Density Residential map	
R2 LOW DENSITY RESIDENTIAL	
Current Use:	
VACANT	
Proposed Zoning Classification:	
TN - TRADITIONAL NEIGHBORHOOD	
Proposed Use:	
RESIDENTIAL	
Please list the uses of surrounding properties:	
GOLF COURSE, SINGLE FAMILY HOME, BOWLING ALLEY	
Signature and Date:	
Stephen Huskey 1-19-17	

January 19, 2017

Michelle Spohnheimer
Housing Department
City of Marshalltown
36 North Center Street
Marshalltown, IA 50158



RE: South 6th Street rezoning

Dear Michelle:

Attached is a map of four parcels for which we are requesting a rezoning to the TN Traditional Neighborhood district. The owner/purchaser desires to build, in phases, a mixed-density area of apartments and townhomes. In the middle of this development will be the existing bowling alley. The total area to be rezoned is approximately 20 acres. The owner has reached out to the owner of the adjacent single-family home with plans and I will keep you informed of their communication.

Rezoning these parcels will allow for a higher density to utilize the golf course views and the major thoroughfare that is South 6th Street. The bowling alley would become a legal use (it is currently non-conforming) and will allow opportunities for expansion of ancillary uses such as a restaurant, arcade, and other uses that compliment a bowling alley. Rezoning to the TN District will also allow for expanded community amenities such as an extension of the bike trail to transverse the property.

The owner has no building plans or specific site layouts at this time and seeks to rezone in order to better understand site potential.

I hope your department, Planning Commission, and Council look favorably upon this request.

Please contact me at 641-752-6701, or stroskey@cgaconsultants.com if you have any questions.

Sincerely,
CLAPSADDLE-GARBER ASSOCIATES, INC.

A handwritten signature in black ink that reads "Stephen Troskey". The signature is written in a cursive, flowing style.

Stephen T. Troskey
Project Manager

500
STATE OF IOWA, MARSHALL CO.
Entered upon transfer books and for
taxation thisday of August A.D., 1991Martha Annus Naughton
Gene Hays, Deputy AUDITOR

WARRANTY DEED — JOINT TENANCY

SPACE ABOVE THIS LINE
FOR RECORDERFor the consideration of OneDollar(s) and other valuable consideration, Joseph Perry Sexton, a single person; Anne Elizabeth Sexton, a single person; Carol Christine Sexton, a single person; David Richard Sexton and Dora Sexton, husband and wife; and Sarah Louise Sexton Adams and Jerry Adams, wife and husband do hereby Convey to Richard Naughton and Michelle Naughton, husband and wifeas Joint Tenants with Full Rights of Survivorship, and not as Tenants in Common, the following described real estate in Marshall County, Iowa:

Lot Seven and the West 206.3 feet of the South 410 feet of
Lot Six of the Southeast Quarter of the Southeast Quarter
of Section Thirty-four, Township Eighty-four North, Range
Eighteen West of the 5th P.M., Marshall County, Iowa.

1015 South 6th Street

REAL ESTATE TRANSFER	
TAX PAID	49
STAMP	
\$	126.40
RECORDED	
DATE	9/17/91
COUNTY	64

Grantors do Hereby Covenant with grantees, and successors in interest, that grantors hold the real estate by title in fee simple; that they have good and lawful authority to sell and convey the real estate; that the real estate is Free and Clear of all Liens and Encumbrances except as may be above stated; and grantors Covenant to Warrant and Defend the real estate against the lawful claims of all persons except as may be above stated. Each of the undersigned hereby relinquishes all rights of dower, homestead and distributive share in and to the real estate.

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

STATE OF IOWA ss: Johnson COUNTY,Dated: August 26, 1991

On this 27th day of Aug,
1991, before me the undersigned, a Notary
Public in and for said State, personally appeared
Joseph Perry Sexton, a single person

to me known to be the identical persons named in and who
executed the foregoing instrument and acknowledged
that they executed the same as their voluntary act and
deed.

Joseph Perry Sexton
Martha Annus Naughton Notary Public
(This form of acknowledgment for individual grantor(s) only)

Joseph Perry Sexton GRANTOR
Anne Elizabeth Sexton (Grantor)
Carol Christine Sexton
David Richard Sexton (Grantor)
Dora Sexton
Sarah Louise Sexton Adams (Grantor)
Jerry Adams

DIANN M. GUMS
MY COMMISSION EXPIRES
9-22-91

Addendum

1101 South 6th Street

That part of the Northeast Fractional Quarter of Section 3, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa, described as: Commencing at the Northeast corner of Section 3, thence Southerly along the East line of said Section 300 feet; thence Westerly parallel to the North Section line 213 feet; thence Southerly parallel to the East line of said Section 100 feet, thence Westerly parallel to the North section line 549.3 feet, thence Northerly parallel with the East line of said Section 400 feet, thence Easterly to point of beginning.

DOC ID #: 0008601513611004

BEGINNING 300 FEET SOUTH OF THE NORTHEAST CORNER OF THE NORTHEAST FRACTIONAL QUARTER OF SECTION 3, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, THENCE WEST 213 FEET PARALLEL WITH THE NORTH LINE OF SAID SECTION, THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SECTION 100 FEET, THENCE EAST 213 FEET TO THE EAST LINE OF SAID SECTION, THENCE NORTH 100 FEET TO PLACE OF BEGINNING.

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

✓
Unique Doc ID: 1295247
Recorded: 11/18/2016 at 9:10:04.227 AM
Fee Amount: \$17.00
Revenue Tax: \$143.20
Marshall County, Iowa
Deanne Raymond - Recorder
Doc. Number: 201600006297

1203 South 6th Street

WARRANTY DEED
(CORPORATE GRANTOR)

Prepared by & Return to: Norma J. Meade, 26 S 1st Ave. Suite 302, Marshalltown, IA 50158,
641-752-4271

Taxpayer Information: MHS Properties, L.L.C., 610 Elmwood Drive, Marshalltown, IA 50158

For the consideration of One Dollar(s) and other valuable consideration **Frank Lewis Glick Post No. 46, The American Legion**, a corporation organized and existing under the laws of IOWA does hereby convey to **MHS Properties, L.L.C.** the following described real estate in **MARSHALL** County, Iowa:

Commencing at the Northeast corner of the fractional Section Three in Township Eighty-three North, Range Eighteen West of the Fifth P.M., Marshall County, Iowa, and extending South Four Hundred feet along the East line of said Section Three and the center line of South Sixth Street, Marshalltown, Iowa, as the point of beginning; thence South along the east line of said Section Three and the center line of South Sixth Street 523.23 feet, the center line of West Ingledue Street projected; thence Westerly along the center line of the road entrance to the American Legion Golf Course and the American Legion Post Home a distance along said road of approximately Five Hundred Fifty-three feet to a point 542.66 feet straight West of the center line of South Sixth Street and on the North-South line nine inches East of light pole at the East edge of Legion Post Home parking lot; thence North from center line of said road parallel with and 542.66 feet West of the center line of South Sixth Street a distance of 587.23 feet to a point Four Hundred feet from the North line of said Section Three; thence East parallel to the North line of said Section Three a distance of 542.66 feet to the point of beginning,

NOW KNOWN AS:

Parcel "A" in the Northeast Fractional Quarter (NE fr. 1/4) of the Northeast Fractional Quarter (NE fr. 1/4) of Section 3, Township 83 North, Range 18 West of the 5th P.M., Marshall County, Iowa, shown in Document No. 2006-00000210

The corporate entity is currently in existence and the officers are authorized to execute ~~the~~ deed of conveyance.
this

The Corporation hereby covenants with grantees, and successors in interest, that it holds the real estate by title in fee simple; that it has good and lawful authority to sell and convey the real estate; that the real estate is free and clear of all liens and encumbrances, except as may be

January 19, 2017

Maria & Rodrigo Gomez
1201 South 6th Street
Marshalltown, IA 50158



RE: Rezoning Application

Dear Mr. & Mrs. Gomez:

I represent CGA Engineers and we have a client, Joe & Janelle Carter, who have recently purchased property next door to your house. They, along with the Totem Bowl, are going to apply to the City of Marshalltown for a rezoning on their property.

Each piece of property in the City of Marshalltown has a list of acceptable uses (called zoning) and by rezoning the Carters will be able to have more options to build on their property. I am sending you this letter because your property is in the middle of the Carter's property and the Totem Bowl and will be included in the rezoning request.

If the property is rezoned your use and enjoyment of your property will not change. If their rezoning application is successful it will have no legal effect on your property.

I would expect the Carter's to reach out to you in the near future to personally describe their project to you.

Please contact me at 641-752-6701, or stroskey@cgaconsultants.com if you have any questions.

Sincerely,
CLAPSADDLE-GARBER ASSOCIATES, INC.

A handwritten signature in black ink that reads "Stephen Troskey". The signature is written in a cursive, flowing style.

Stephen T. Troskey
Project Manager



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

Housing & Community Development

TO: Plan Zoning Commission

FROM: Michelle Spohnheimer, Housing & Community Development Director 

DATE: January 26, 2017 – Meeting Date

Motion to set public hearing for Thursday, February 16, 2017 at 5:00 PM, related to a Rezoning request of four properties along S. 6th Street from R-1, Low Density Residential and R-2, Low Density Residential to TN, Traditional Neighborhood District. Properties include:

- a. 1015 S. 6th Street
- b. 1101 S. 6th Street
- c. 1201 S. 6th Street
- d. 1203 S. 6th Street

A rezoning request has been submitted to the City to rezone four properties along S. 6th Street from R-1 and R-2 Low Density Residential to TN, Traditional Neighborhood. This would allow for redevelopment of certain properties to include higher density housing along with enhancing existing recreational amenities at the bowling alley site.

This is the first step in expanding redevelopment opportunities. Rezoning to Traditional Neighborhood will allow development to occur primarily under an administrative review process conducted by staff provided that the ordinance is followed.

Staff is requesting that a public hearing be set for Thursday, February 16, 2017 at 5:00 PM.

2017 Tentative Meeting Schedule (Thursday flowing the 2nd Monday of the Month)

**Dates are tentative and may be changed or canceled in order to accommodate staff schedules or development need.*

January 26, 2017 (special)	February 16, 2017	March 16, 2017
April 13, 2017	May 11, 2017	June 15, 2017
July 13, 2017	August 10, 2017	September 14, 2017
October 12, 2017	November 16, 2017	December 14, 2017

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

