

1. Agenda

Documents:

[NOVEMBER 13, 2017 REGULAR MEETING AGENDA.PDF](#)

2. Supporting Documents

Documents:

[ILLCIT MESSAGE ORDINANCE.PDF](#)
[MALL PLAT.PDF](#)
[ORDINANCE REMOVING JAIL TIME AS PENALTY.PDF](#)
[PACKET.PDF](#)
[PARKS MASTER PLAN.PDF](#)
[PRELIMINARY FINAL PLAT MALL.PDF](#)
[PURCHASING POLICY.PDF](#)
[28 E AGREEMENT 911.PDF](#)
[ANNUAL FINANCIAL REPORT.PDF](#)
[AUGUST FINANCIALS.PDF](#)
[BILL LIST.PDF](#)



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
November 13, 2017, at 5:30 PM

NOTICE to PUBLIC: the Mayor and City Council welcome comment from the public during discussion. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks in order that others may be given the opportunity to speak.

CALL to ORDER: Mayor James L. Lowrance

PLEDGE of ALLEGIANCE:

ROLL CALL: Gowdy, Greer, Hoop, Kester, Lamer, Martin, Wirin.

MAYOR, COUNCIL and ADMINISTRATOR COMMENTS:

APPROVAL OF AGENDA:

CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

1. Approve Council meeting Minutes of October 23, 2017, and special Meeting Minutes of November 2, 2017.
2. Approve Bill List in the amount of \$ 1,485,891.73.
3. Receipt of Building Report, September, 2017.
4. Approve August 2017 Financials
5. Resolution 2017-302 Resolution approving Engineers Certificate of Completion with Con-Struct, Inc. STR17002, in the amount of \$649,637.40
6. Resolution 2017-303 Approving Contract Change Order #1 with Con-Struct for \$111,277.40 STR17002
7. Resolution 2017-304 Approving Engineers Certificate of Completion with OEL Construction Services, Inc. STR17001, in the amount of \$273,454.21
8. Resolution 2017-305 Approving Contract Change Order #1 with OEL for \$13,519.71 STR17001
9. Resolution 2017-306 Approving Contract Change Order #1 for the purchase and installation of VOIP-capable phones, \$11,344.10.

(end of consent agenda items)

MOTIONS:

10. Transfer of Class C Liquor License from 402 Main Street, Colo, Iowa, Heartland Chapter Leatherneck Motorcycle Club, for wedding, 12/31/2017, at Tall Corn, 2 N 2nd Avenue, Marshalltown.

REPORTS:

11. Convention and Visitor Bureau, Director Val Ruff.

RESOLUTIONS:

12. Resolution 2017-307 Approving the Adoption of the 2018-2028 Parks and Recreation Master Plan Prepared for the City of Marshalltown, Parks and Recreation Department, by Bolton and Menk, Inc., of Des Moines, Iowa.
13. Resolution 2017-308 Approving Economic Development Grant to Avita Properties for the removal of 212 E State St.

Visit www.ci.marshalltown.ia.us

Please refer to the previous Council packet for attachments not included with this agenda packet. Complete agenda packets are available for inspection for the public at the City Clerk's Office and the city's website.



14. Resolution 2017-309 Authorizing the City Housing & Community Development Department to Submit a Grant Application to the Martha-Ellen Tye Foundation for a Neighborhood Revitalization Program.
15. Resolution 2017-310A Accepting Bid and Authorizing the Purchase of a 2017 GLAVAL 25 foot bus for the transit department, Hoglund Bus Co, price of \$113,371.00, 85% state funded.
16. Resolution 2017-310B Approving Joint Participation Agreement to Implement a Federal Transit Administration (FTA) bus and bus facilities project.
17. Resolution 2017-311 Approving Agreement Amendment No. 1 by and between the City of Marshalltown, Iowa, and Story Construction for Temporary Facilities for the Police and Fire Project BLD17001, in the amount of \$348,00.
18. Resolution 2017-312 Approving engineering services contract with HR Green, Inc., and the Iowa River Levee Project in the City of Marshalltown, Iowa, in the amount of \$119,900.00, for additional Iowa River modeling (29113019A).
19. Resolution 2017-313 Approving Purchasing Policy and Procedure Manual for the City of Marshalltown.
20. Resolution 2017-314 Approving Financial Report, year ending 6/30/2017.
21. Resolution 2017-315 Approving Preliminary Plat and Final Plat for Mall.
22. Resolution 2017-316 Approving a 28E Agreement between the City of Marshalltown, Marshall County, The Marshall County Emergency Management Commission and the 911 Joint Services Board for Joint Emergency Communications Services for Marshall County.

PUBLIC HEARING – To authorize use of incremental property tax revenues for support of MCBF and for the FAÇADE Improvement Program.

23. Resolution 2017-317 Approving Agreement with Marshalltown Central Business District, authorizing support of the Main Street Program and Façade Improvement Program.

PUBLIC HEARING – To subordinate city's position on lead hazard project lien.

24. Resolution 2017-318 Approving Subordination Agreement for Property Interest at 917 S Center Street, Marshalltown, Iowa, 50158, lead abatement project 53507569.

ORDINANCES:

25. Ordinance 14970 to Amend the Code of Ordinances, City of Marshalltown, Iowa, by removing references to Incarceration as a Penalty and Establishing Uniform Penalties, first reading. No public hearing required.

DISCUSSION:

26. Illicit massage ordinance

PUBLIC COMMENT:

CLOSED SESSION:

Closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. 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.

ADJOURNMENT:

Visit www.ci.marshalltown.ia.us

Please refer to the previous Council packet for attachments not included with this agenda packet. Complete agenda packets are available for inspection for the public at the City Clerk's Office and the city's website.





POLICE DEPARTMENT

James L. Lowrance, 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 James L. Lowrance
Members of the City Council
Jessica Kinser, City Administrator

FROM: Michael W. Tupper
Chief of Police

DATE: 8 November 2017

RE: Illicit Massage Parlor Businesses

Policy Issue:

Illicit massage parlor businesses are becoming a problem across Iowa. Currently, the City of Marshalltown does not have a city ordinance to regulate massage parlor businesses.

Recommendation:

Staff recommends the City of Marshalltown investigate, and subsequently adopt, a city ordinance that would prohibit and deter the establishment of an illicit massage parlor business.

Background:

Illicit massage parlor businesses are becoming a problem across Iowa. Several communities in Central Iowa are dealing with the negative impacts these criminal enterprises cause. These businesses are often times fronts for human trafficking, prostitution, illegal drug operations and other related criminal activity. Once these businesses are established, they can be very difficult to police or close down when necessary and appropriate. Absent authority to regulate or inspect these establishments, it is difficult to investigate the illegal and nefarious activity that is often associated with these purported massage businesses attempting to disguise itself as a legitimate business.

Budget Impact: None identified.

Attachment: City Ordinances from the City of Clinton and the City of Johnston.

Marshalltown
Iowa
CITY COUNCIL
Mike Gowdy, Joel Greer, Al Hoop, Dan Kester,
Leon Lamer, Bill Martin, Bethany Wirin



JOHNSTON POLICE DEPARTMENT

6373 Merle Hay Road
Johnston, Iowa 50131
515-278-2345

Effective July 1, 2016, the City of Johnston began requiring all massage therapy businesses to obtain a license to operate such a business within the city of Johnston. The primary purpose of this ordinance is to identify and address businesses that engage in the unauthorized practice of massage therapy and/or are involved in illegal activities which may include prostitution and human trafficking. Businesses that operate under the guise of massage therapy yet conduct various types of illegal activity are not good for the City nor are they good for the image of the massage therapy profession. The implementation of this ordinance better enables the City to proactively screen out, monitor and remove businesses that are engaged in illegal activity.

A critical element in screening out potential businesses who may seek to conduct nefarious activities under the guise of a practicing massage therapist, is to have a thorough application process that allows for background screening of individuals who may engage in promoting prostitution or human trafficking. When the City's ordinance took effect July 1st, all new and existing massage therapy businesses in Johnston were required to submit application materials that include: applicant information, business manager information, credentials of all practicing massage therapists at the location; the application also gathered information about other places the applicant has owned or operated a massage therapy business as well as descriptions of previous licensing suspensions, revocations, denials and arrests for criminal offenses of the applicant, owner, manager, or practicing employee(s).

In the first year after implementing this local ordinance, two specific examples from Johnston can be offered which demonstrate the need for a municipality's ability to take proactive steps to screen out criminal enterprises that would otherwise operate as a legitimate storefront within a local community.

EXAMPLE 1: Each local massage therapy business was required to submit a business application for review beginning July 1st. One such business did so in Johnston and was denied a business license by the police chief after thorough background review. This business was denied licensure because the applicant intentionally provided misleading information on the application regarding the current ownership, management, and practicing employees' residential addresses, offered misleading information about who the owner of the business was, gave incorrect tax ID information, and failed to disclose employee arrests in another state for prostitution and providing massages without a state license. The business was also found to be advertising its services on the "dark web" on known prostitution websites that had customer reviews giving explicit details about sexual encounters that brought forth additional public health and sanitation concerns. This business was served notice that their application was denied, and the operators chose to close and leave the area as law enforcement continued to work on establishing a criminal case against the owners/operators of the business.

EXAMPLE 2: In March the Johnston Police Department was notified of a new massage therapy business fitting the profile of an organization that may be a storefront for prostitution and human trafficking. Upon learning of this, the Department verified with the city clerk that a business license was not currently in process for the location. Police personnel also did an internet search on known prostitution websites where this business was found to be advertised. Next investigators made an unannounced visit to the establishment to determine the potential for criminal activity. Upon making contact at the business, detectives found two individuals working at the location who were not licensed by the State of Iowa for massage therapy. There was also no city business license for the facility. While conducting the on-site interviews, multiple male clients came to the business and quickly left upon observing a law enforcement presence. These individuals were non-compliant when approached by officials. Ultimately the police department compelled the business to temporarily close due to lack of business licensure and potential for sanctions until proper application procedures were followed and background investigations completed. This review is currently ongoing.

The intent of the City of Johnston's massage therapy business licensing procedure is to work collaboratively with the state licensing board to protect the community and the greater profession from illegal activities that are known to occur. These crimes frequently involve international criminal enterprises in which the actors, who were once victims themselves, are easily moved between regions of the country. Johnston's ordinance provides local law enforcement with the tools necessary to endorse legitimate business practitioners while also shielding the profession from those who attempt to manipulate loopholes created for legitimate businesses.

ORDINANCE No. 940

CHAPTER: 124

MASSAGE THERAPY BUSINESS LICENSING

____.01	Purpose	____.07	Exemptions
____.02	Definitions	____.08	Adverse Action; Grounds for Denial and Revocation or Suspension
____.02	License Required	____.09	Appeal Process
____.03	License Fee	____.10	Restriction and Regulations
____.04	Application	____.11	Penalty
____.05	Granting or Denial of License	____.12	Severability Clause
____.06	Conditions Governing Issuance		

____.01 **PURPOSE.** This ordinance is intended to regulate businesses that engage in the unauthorized practice of massage therapy and/or businesses which engage in acts of prostitution which take place in public or private, and which are otherwise difficult or impossible to identify. This ordinance **IS NOT** intended to discourage legitimately licensed massage therapy businesses

____.02 **DEFINITIONS.** For the purposes of this chapter, the following words and phrases have the meanings herein set forth, unless it is apparent from the context that a different meaning is intended.

- A. "Massage Therapy Business" means any place of business wherein any of the treatments, techniques, or methods of treatment referred to in subsection D are administered, practiced, used, given or applied.
- B. "Massage Therapist" means a person licensed to practice the health care service of the healing art of massage therapy under Iowa Code, Chapter 152C.
- C. "Massage patron" means any person who receives, or pays to receive, a massage or massage services from a massage therapist for value.
- D. "Massage Therapy" means performance for compensation of massage, myotherapy, massotherapy, bodywork, bodywork therapy, or therapeutic massage including hydrotherapy, superficial hot and cold applications, vibration and topical applications, or other therapy which involves manipulation of the muscle and connective tissue of the body, excluding osseous tissue, to treat the muscle tonus system for the purpose of enhancing health, muscle relaxation, increasing range of motion, reducing stress, relieving pain, or improving circulation.
- E. "Reflexology" means manipulation of the soft tissues of the human body which is restricted to the hands, feet, or ears, performed by persons who do not hold themselves out to be massage therapists or to be performing massage therapy.

_____.02A **LICENSE REQUIRED.** No person shall operate a massage therapy business, either exclusively or in connection with another business, without being licensed as provided in this chapter.

_____.03 **LICENSE FEE.**

A. New Massage Therapy Businesses to Johnston.

1. The initial license fee for a new massage therapy business to the City of Johnston is \$150.00, which shall be paid when the application is filed.

2. The license, if granted, and not revoked or suspended, shall be valid so long as the business does not materially change ownership or the service provided or business name. An annual review shall be initiated by the City Clerk to confirm business ownership, service(s) provided, and business name.

B. Existing Massage Therapy Businesses within the City of Johnston.

1. For a massage therapy business applying for licensure in the initial year of this ordinance's effective date (July 1, 2016 through June 30, 2017) the licensing fee identified in section A 1, above, is waived. If an application properly submitted during the first year of the ordinance is approved, and the massage therapy business remains in continuous operation, renewal fees for a massage therapy business license will be waived for these businesses. However, the business will be required to go through the annual review process.

C. A separate license shall be obtained for each place of business. The licensee shall display the license in a prominent place in the licensed business at all times.

D. How Renewal Fee Determined

1. During the first year of licensing period (July 1, 2016 through June 30, 2017), the Johnston Police Department will track personnel time costs related to the licensing program to quantify those costs and to evaluate program effectiveness, and to determine if a renewal fee is needed.

E. During the twelve (12) month licensed period, the massage therapy businesses will be required to notify the City Clerk of changes in massage therapist staffing and/or business manager.

_____.04 **APPLICATION.** Application for a massage therapy business license shall be made on forms provided the Johnston Police Department. The application shall include:

A. The address of the property to be used and documentation establishing the applicant's interest in the premise on which the business will be located, which shall be in the form of a lease, deed, or other document that establishes the applicant's interest;

B. The names, ages, and addresses of the applicant, owner, manager and all employees who are or will be employed or present on the premises to perform

- massage therapy;
- C. Dates and locations of other places the applicant has owned or operated as a massage therapy business;
 - D. Descriptions of all crimes or other offenses, including the time, place, date and disposition for which the applicant, owner, manager, and all persons employed by the applicant or present on the premise to perform massage therapy have been arrested, charged, or convicted;
 - E. A statement as to whether the applicant, owner, manager, or any person employed by the applicant has had any license to perform massage therapy denied, revoked or suspended in any city, state, county, or any country and the reason for the denial, revocation or suspension;
 - F. A government issued photo ID of the applicant, owner, manager and all employees or persons present on the premises who are or will be employed to perform massage therapy;
 - G. Such other information as the Chief of Police may require for purposes of conducting a background check.
 - H. Insurance. Any application for a license shall be accompanied by proof of insurance executed by an insurance company authorized to do business in the state of Iowa, in the amount of two-million dollars per occurrence, six-million dollars per policy year. The insurance shall be conditioned that the insurer shall defend, and indemnify and hold the City and its officers, employees, and agents harmless from and against all claims, damages or liability resulting from the grant or renewal of the license under this chapter or operations or business of such license. All insurance policies hereunder shall provide for at least thirty (30) days prior notice to the Police Department before a cancellation thereof is effective and shall continue to provide coverage as to all matters arising during the term of the insurance policy whether or not later cancelled.

____.05 **GRANTING OR DENIAL OF LICENSE.** License applications shall be reviewed by the Chief of Police, who after considering all of the information provided and obtained in the background check obtained shall either grant or deny the license.

____.06 **CONDITIONS GOVERNING ISSUANCE.**

- A. No license shall be issued if the applicant or any of its owners, managers, employees, or agents has a criminal conviction for a sex crime as defined by Iowa Code Chapter 709, or for Prostitution as defined by Iowa Code Chapter 725, or for keeping a house of prostitution as defined by Iowa Code Chapter 657, or who is a registered sex offender, or who has been denied a license by any other community.
- B. Licenses shall be issued only if the applicant and all of its owners, managers,

employees and agents are free of convictions for offenses which involve sex crimes or which relate directly to such person's ability or fitness to legally and safely perform the duties and discharge the responsibilities of the licensed activity.

- C. Licenses shall only be issued to applicants who have provided all of the information requested in the application, have paid the license fee and have cooperated with the Chief of Police and other city officials in review of the application.
- D. The business license, if issued, shall be displayed on the business premise in a conspicuous public area.

____.07 **EXEMPTIONS.** This chapter shall not apply to the following businesses:

- A. Businesses who employ or provide the services of persons who are licensed to practice medicine or surgery, osteopathic medicine and surgery, chiropractic, cosmetology arts and sciences, or podiatry in this state: or athletic trainers, nurses, occupational therapists, physical therapists, or physician assistants licensed, certified, or registered in this state or acting under the prescription or supervision of a person licensed to practice medicine, surgery, osteopathic medicine, or chiropractic in this state.
- B. Businesses who employ or provide the services of persons who are licensed, registered, or certified in another state, territory, the District of Columbia, or a foreign country when incidentally and temporarily present in this state to teach a course of instruction related to massage therapy and bodywork therapy.
- C. Businesses which offer the services of students enrolled in a program recognized by the State Board of Massage Therapy while completing a clinical requirement for graduation performed under the supervision of a person licensed.
- D. Persons giving massage therapy and bodywork to members of their immediate family.
- E. Persons practicing reflexology.
- F. Persons engaged within the scope of practice of a profession with established standards and ethics utilizing touch, words, and directed movement to deepen awareness of existing patterns of movement in the body as well as to suggest new possibilities of movement, provided that the practices performed or services rendered are not designated or implied to be massage therapy. Such practices include, but are not limited to, the Feldenkrais method, the Trager approach, and mind-body centering.
- G. Persons engaged within the scope of practice of a profession with established standards and ethics in which touch is limited to that which is essential for palpitation and affectation of the human energy system, provided that the

practices performed or services rendered are not designated or implied to be massage therapy.

- H. Persons incidentally present in this state to provide services as part of an emergency response team working in conjunction with disaster relief officials.

**.08 ADVERSE ACTION; GROUNDS FOR DENIAL AND REVOCATION OR
SUSPENSION**

- A. It shall be grounds for denial of the application or for revocation or suspension of the license if the applicant or licensee is not complying with or has a history of violations of the laws and ordinances that might adversely impact public health or safety.
- B. It shall be grounds for the denial, revocation or suspension of the license if the licensee solicits or advertises to offer services that are a violation of this chapter.
- C. It shall be grounds for the denial, revocation or suspension of the license if the licensee is convicted of any violation, reasonably related to the licensed activity and/or occurring on the licensed premise, of any city ordinance or federal or state statute.
- D. It shall be grounds for the denial, revocation or suspension of the license if there is fraud or deception involved in the license application.
- E. It shall be grounds for the denial, revocation or suspension of the license if the licensee is found to be in control or possession of any narcotic drugs or controlled substances on the premises for which they are licensed to operate, possession of which is illegal as defined by Iowa Statutes or city ordinances.
- F. It shall be grounds for the denial, suspension or revocation of the license if the licensee has, in the past, engaged in willful disregard for health codes and regulations.
- G. It shall be grounds for the denial, suspension or revocation of the license if the applicant fails to provide all the information and certificates required by this chapter.
- H. It shall be grounds for the denial, revocation or suspension of a license if the licensee permits an unlicensed individual(s) to conduct massage therapy services at the licensee's premises.
- I. It shall be grounds for the denial, suspension or revocation of the license if the licensee refuses to permit any authorized police officers or authorized city, county, or state governmental official to inspect the premises or operations.
- J. It shall be grounds for the denial, suspension or revocation of the license if the licensee is found to be violating provisions of this chapter or the Iowa Code.

.09 APPEAL PROCESS

- A. If an applicant has been denied, revoked or suspended pursuant to this chapter, then said applicant may file a written request with the City Administrator for review of the decision of the Chief of Police within ten (10) days from the receipt of said notice of denial, revocation or suspension. Failure to file a written request for review of the decision within this time frame shall constitute a waiver of any right to contest the decision to deny, revoke or suspend a license.
- B. Within ten (10) days of the receipt of a request to review a decision of denial, revocation or suspension of any applicant's license, the City Administrator shall notify the applicant of a date, time and place for a hearing to review the decision of the Chief of Police. Said hearing shall be informal and the applicant may present any oral or written testimony the City Administrator deems pertinent.
- C. Within ten (10) days from the hearing held pursuant to subparagraph B, the City Administrator will provide a written findings and decision to the applicant.
- D. If the applicant's denial, revocation or suspension is upheld by the City Administrator, the applicant may then appeal said decision to the District Court pursuant to the laws of the State of Iowa.

.10 RESTRICTION AND REGULATIONS

- A. Compliance with law. The licensee and persons in its employ shall comply with all applicable regulations and laws of the city and state.
- B. Person in charge. If the applicant is a partnership, corporation or other organizations, the applicant shall designate a person to be manager and in responsible charge of the business. The manager shall be a resident of Iowa. The manager shall provide written consent to serve as an agent for service of notices and other process relating to the business. The manager shall remain responsible for the conduct of the business until another suitable person has been designated in writing by the licensee. The licensee shall promptly notify the Chief of Police in writing of any change indicating the address of the new manager and the effective date of such change.
- C. Hours of business. The licensed premises shall not be open for business nor shall patrons be permitted on the premises between the hours of 10:00 p.m. and 6:00 a.m.

.11 PENALTY. A person who commits or attempts to commit, conspires to commit or aids or abets in the commission of an act constituting a violation of this chapter, whether individually or in connection with one or more other persons or as principal, agent, or accessory is guilty of a simple misdemeanor. A person who falsely, fraudulently, forcibly or willfully induces, causes, coerces, permits or directs another to violate a provision of this chapter is guilty of a simple misdemeanor.

____.12 **SEVERABILITY CLAUSE.** If any section, provision, or part of this ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of this ordinance as a whole or any section, provision, or part thereof not adjudged invalid or unconstitutional.

Passed and approved by the City Council of the City of Johnston, Iowa, this 16th day of February, 2016.

MAYOR, PAULA DIERENFELD

ATTEST:

Cyndee D. Rhames, City Clerk

CHAPTER 115: MASSAGE ESTABLISHMENTS AND TECHNICIANS

Section

- 115.01 Purpose
- 115.02 Definitions
- 115.03 Compliance required
- 115.04 Exceptions
- 115.05 Establishment permits
- 115.06 Technician permits
- 115.07 Massage services at nonconforming premises prohibited
- 115.08 Electronic surveillance prohibited
- 115.09 Registration of patrons
- 115.10 Health standards
- 115.11 Unlawful acts
- 115.12 Inspection

- 115.99 Penalty

§ 115.01 PURPOSE.

The purpose of this chapter is to provide for the licensing of massage establishments and massage technicians and to establish regulations, procedures for suspension and revocation of licenses and penalties for violations.

(1999 Code, § 125.01)

§ 115.02 DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

APPLICANT. Any person applying for a permit to operate or conduct a massage business and includes all partners in a partnership and all stockholders of a corporation.

MASSAGE or MASSAGE SERVICE. Any method of treating the external parts of the body, consisting of rubbing, stroking, kneading, tapping or vibrating, the treatments being performed by the hand or any other body parts or by any mechanical or electrical instrument.

MASSAGE ESTABLISHMENT. Any place of business wherein any of the treatments, techniques or methods of treatment referred to in the definition of massage located above are administered, practiced, used, given or applied or any similar type of business.

MASSAGE PATRON. Any person who receives or pays to receive a massage or massage services from a massage technician for value.

MASSAGE TECHNICIAN. Any person who engages in the business of performing massage services for value, on or for other persons by use of any or all of the treatments, techniques or methods of treatment referred to in the definition of massage located above.

PERSON OF GOOD MORAL CHARACTER. Any person who meets all of the following requirements:

(1) Has financial standing and good reputation as will satisfy the city that he or she will comply with this chapter and all laws, ordinances and regulations applicable to any operations under this chapter;

(2) Not held a permit under this chapter which has been revoked during the year last preceding the date of application; and

(3) Has not been convicted of a felony involving moral turpitude. However, if this conviction of a felony occurred more than five years before the date of the application for a permit, and if the applicant's rights of citizenship have been restored by the Governor, the city may determine that the person is a person of good moral character notwithstanding the conviction.

(1999 Code, § 125.02)

§ 115.03 COMPLIANCE REQUIRED.

No person shall operate, own, conduct, carry on or permit to be operated, owned, conducted or carried on any massage establishment of any type or kind, including but not limited to massage parlors, massage service businesses or any massage business or service offered in conjunction with or as part of any health club, health spa, resort or health resort, gymnasium, athletic club or other business without compliance with the provisions of this chapter.

(1999 Code, § 125.03) Penalty, see § 115.99

§ 115.04 EXCEPTIONS.

The following persons are excluded from the operation of this chapter:

(A) Persons licensed by the state under the provisions of the Iowa Code Chapters 148, 148A, 148B, 148C, 149, 150A, 151, 152, 152B, 152C, 157 or 158, when performing massage therapy or massage services as part of the profession or trade for which licensed;

(B) Persons performing massage therapy or massage services under the direct supervision of a person licensed as described in division (A) above;

(C) Persons performing massage therapy or massage services upon a person pursuant to the written instruction or order of a licensed physician;

(D) Nurses' aides, technicians and attendants at any hospital or health care facility licensed pursuant to the Iowa Code Chapters 135B, 135C or 145A, in the course of their employment, under the supervision of the administrator thereof or of a person licensed as described in division (A) above; and

(E) An athletic coach or trainer in any accredited public or private school, junior college, college or university or employed by a professional or semiprofessional athletic team or organization in the course of employment as a coach or trainer.

(1999 Code, § 125.04)

§ 115.05 ESTABLISHMENT PERMITS.

(A) *Generally.* No person shall operate, own, conduct, carry on or permit to be operated, owned, conducted or carried on any massage business in the city unless the premises at which the business is located meets the minimum standards set forth in § 115.10 of this chapter and unless a permit to operate a massage establishment is obtained from the city in compliance with the provisions of this section. The annual permit fee is \$200 and is not refundable.

(B) *Application.* Any person seeking a permit to operate a massage establishment shall make application to the Clerk. The Clerk shall cause an investigation of the applicant to be made by the Police Department to determine if the applicant is of good moral character. The Clerk shall also cause an investigation to be made by the Fire Department and the Planning/Community Development Director to determine that all requirements of this chapter have been satisfied and the applicant has fully complied with all applicable ordinances and regulations relating to buildings, zoning, fire and health.

(C) *Contents of application.*

(1) The application shall contain the following:

(a) Full name, address and Social Security number of applicant;

(b) Full name of the business and the address of the premises for which the application is being made; a plan denoting the area to be used for this business, along with parking areas, lounges, waiting rooms, storerooms and any other rooms or places used in conjunction with the massage business;

(c) The criminal record of the applicant, if any;

(d) A statement that the applicant is of good moral character;

- (e) A statement that the contents of the application are true;
- (f) Proof that the applicant is an adult;
- (g) The type of business entity, such as a sole proprietorship, partnership or corporation; and in the case of a corporation, the names and addresses of all officers and directors of the corporation and a copy of the certificate of incorporation;
- (h) The name and address of the owner, the contract seller and buyer and the mortgagor, whichever is applicable, of the building wherein the massage business will be located;
- (i) Copies of any lease or rental agreements governing the applicant's rights in the building;
- (j) Signature of the applicant, or if the application is in the name of a corporation, the signature of each officer of the corporation;
- (k) A recent photograph of the applicant; and
- (l) The permit fee shall accompany the application.

(2) All information required in this section of any applicant shall also be provided for every person who, directly or indirectly, has any right to participate in the management or control of the business to be conducted at the premises of the proposed massage establishment.

(D) *Issuance of permit.* The Planning, Fire, Health and Police Departments shall make written reports of their investigations and shall submit the reports to the Clerk within 30 days of the date of application, and the Clerk shall place the matter before the Council. If the Council finds that the applicant has fully complied with all requirements of this chapter and all applicable ordinances and codes regulating fire, buildings, health and zoning, and that the applicant is of good moral character, the Council shall authorize the issuance of a permit to conduct a massage business at the location designated in the application. The permit shall expire one year from the date of issuance.

(E) *Separate permits.* Each massage business shall have a separate permit for each place of business, which permit shall be valid only for the business conducted at that location.

(F) *Display of permit.* Each massage business shall display the permit conspicuously in the lobby or waiting room area, where the permit may be readily observed by all persons entering the premises.

(G) *Sale or transfer prohibited.* No massage establishment permit shall be sold or transferred. The purchaser of any massage business or of the majority of the stock of any corporation operating a massage business shall obtain a new permit before operating a massage business at the location for which the permit has been issued.

(H) *Suspension or revocation.* The massage establishment permit of any permittee may be suspended or revoked for violation of the provisions of this chapter, or for failure to comply with applicable fire regulations, building regulations, or health ordinances or provisions, or for permitting massage technicians who are either employed by the permittee or who are allowed by the permittee to perform services or work of a massage technician upon the premises of the permittee to violate the provisions of this chapter.

(I) *Penalties.* In the event the Clerk is apprised of information indicating that grounds for suspension or revocation of a massage establishment permit may exist, the Clerk shall cause an investigation of the grounds to be made by the appropriate city department or departments and shall advise the Council in writing of the results of the investigation. If the Council determines that the report reveals the probable existence of grounds for suspension or revocation, it shall direct written notice by certified mail, return receipt requested, to the permittee named on the application at the massage establishment address informing the person of its intention to hold a public hearing on the question of whether the permit should be suspended or revoked and the grounds therefor, stating the date and time of the hearing. Upon the hearing, if the Council determines that a cause does exist;

(1) If the determination is the first for that permittee, it may suspend the permit for up to one year, and thereupon the permittee shall cease massage business at that location or at any other location for the period of suspension; or

(2) If the determination is the second for that permittee, it may revoke the permit at the location and no massage establishment permit shall be issued nor shall the business be conducted at that location for a period of one year, nor shall the permittee be permitted to conduct the business in the city for that period.

(1999 Code, § 125.05) Penalty, see § 115.99

§ 115.06 TECHNICIAN PERMITS.

(A) *Permit generally.* No person shall perform the services or work of a massage technician at a massage establishment without first securing a massage technician permit from the Clerk. The annual permit fee is \$50 and is not refundable.

(B) *Application.* Any person seeking a massage technician permit shall apply to the Clerk. The Clerk shall cause an investigation of the applicant by the Police Department to determine if the person is of good moral character.

(C) *Contents of application.* The application shall contain the following information and fee:

(1) The full name, address, age and Social Security number of the applicant;

(2) The criminal record of the applicant, if any;

(3) A statement that the applicant is of good moral character;

(4) Proof that the applicant is an adult;

(5) A list of all training in massage that the applicant has received which shall include the names and addresses of instructors, the instructors' credentials, the name and address of a licensed school of massage attended, the date attended, a copy of the diploma or certificate of graduation or completion showing that at least 756 hours of training at a licensed school of massage have been completed and a list of employers for the past five years in the massage services field;

(6) A statement that the contents of the application are true;

(7) A certificate issued by a city health officer stating that the applicant is free from all communicable diseases and venereal diseases such as syphilis and gonorrhea, executed within one week preceding the date of the application;

(8) The permit fee shall accompany the application; and

(9) A recent photograph of the applicant.

(D) *Issuance of permit.* The Police Department shall make a report of its investigation to the Clerk. Upon receipt of the police report and the application, the Clerk shall place the matter before the Council. If the Council finds that the applicant has fully complied with all requirements of this chapter, and that the applicant is of good moral character, the Council shall authorize the issuance of a massage technician permit to the applicant. The permit shall expire one year from the date of issuance.

(E) *Display of permit.* All massage technicians having permits issued pursuant to this chapter shall conspicuously display the permit at their places of employment as massage technicians. A recent photograph of the massage technician shall be affixed to the permit and observable to massage patrons.

(F) *Suspension or revocation.* The massage technician permit of each massage technician may be suspended or revoked for any violation of this chapter. The Clerk may, upon receipt of information alleging that grounds exist to suspend or revoke the massage technician permit of any permit holder under this chapter, report the circumstances to the Council, which shall in that case cause a notice to be sent by certified mail, return receipt requested, to the permittee, which notice shall state that a suspension or revocation hearing has been set before the Council, the date and time of the hearing and the place where the hearing will be conducted. Upon the hearing, if the Council determines that the grounds exist, it may suspend or revoke the permit. In the event the permit is revoked, no massage technician permit shall be issued to that permittee for a period of one year.

(1999 Code, § 125.06) Penalty, see § 115.99

§ 115.07 MESSAGE SERVICES AT NONCONFORMING PREMISES PROHIBITED.

No massage technician shall administer any massage services at a location within the city limits which does not conform to or comply with the standards set forth in this chapter.

(1999 Code, § 125.07) Penalty, see § 115.99

§ 115.08 ELECTRONIC SURVEILLANCE PROHIBITED.

No methods of electronic surveillance such as cameras, tape recorders, microphones or similar equipment shall be used in a massage establishment, unless notice of the electronic surveillance is posted in a readily observable, conspicuous location in each room in the massage establishment where the electronic surveillance is being used, and in addition, the massage patron is individually advised of the presence and use of electronic surveillance. One-way windows or combination mirrors and windows are prohibited within any massage establishment.

(1999 Code, § 125.08) Penalty, see § 115.99

§ 115.09 REGISTRATION OF PATRONS.

Each massage establishment shall require that each massage patron register by signing his or her name, address and telephone number to a registration card or book prior to receiving any massage or massage service.

(1999 Code, § 125.09) Penalty, see § 115.99

§ 115.10 HEALTH STANDARDS.

(A) No massage establishment shall be established, maintained or operated in the city which does not conform to or comply with the following standards.

(1) Each room or enclosure where massage services are performed on patrons shall be provided a minimum of four foot-candles of illumination as measured four feet above the floor.

(2) The premises shall have adequate equipment for disinfecting and cleaning nondisposable instruments and materials used in administering massage services. The materials and instruments shall be cleaned after each use.

(3) Hot and cold running water shall be provided at all times convenient to all rooms where the massage is performed.

(4) Closed cabinets shall be provided and used for the storage of all equipment, supplies and clean linens. All used disposable materials and soiled linens shall be kept in covered containers or cabinets, which containers or cabinets shall be kept separate from clean storage cabinets.

(5) Clean linen and towels shall be provided for each massage patron. No common use of towels or linens shall be permitted.

(6) All massage tables, bath tubs, shower stalls, sauna baths, steam or bath areas and all floors and walls shall have surfaces which may be readily cleaned.

(7) Oils, creams, lotions or other preparations used in administering massages shall be kept in clean containers or cabinets.

(8) Adequate and separate bathing, dressing, locker and massage room facilities and private toilet facilities shall be provided separately for male patrons, female patrons and employees. All patrons' lockers shall be lockable.

(9) All walls, ceilings, floors, pools, showers, bathtubs, steam rooms and all other physical facilities shall be in good repair and maintained in a clean and sanitary condition. Wet and dry steam rooms, steam or vapor rooms, or steam or vapor cabinets, shower compartments and toilet rooms shall be thoroughly cleaned each day the business is in operation. Bathtubs and showers shall be thoroughly cleaned after each use.

(10) Each massage technician shall wash his or her hands in hot running water using soap or disinfectant before and after administering a massage to each patron.

(11) The premises shall be equipped with a service sink for custodial services, which sink shall be located in a janitorial room or custodial room separate from massage service rooms, waiting rooms, lounges or offices or any other room used by the patrons.

(12) No person shall consume food or beverages in massage work areas.

(13) Animals, except for seeing-eye dogs, shall not be permitted in massage establishments.

(14) All massage establishments shall continuously comply with all applicable building, fire or health ordinances and regulations.

(B) No massage technician shall administer a massage:

(1) If the massage technician believes, knows or should know that he or she is not free of any contagious or communicable disease or infection;

(2) To any massage patron exhibiting any skin fungus, skin infection, skin inflammation or skin eruption; provided, however, that a physician duly licensed to practice in the state may certify that the person may be safely massaged prescribing the condition therefor; or

(3) To any person who is not free of communicable disease or infection or to any person the massage technician believes or has reason to believe is not free of communicable disease or infection.

(1999 Code, § 125.10) Penalty, see § 115.99

§ 115.11 UNLAWFUL ACTS.

(A) No massage patron receiving a massage shall caress or fondle the massage technician administering the massage.

(B) No massage technician shall masturbate or fondle the genital area of a massage patron.

(C) No massage technician shall administer a massage to a massage patron unless the technician's sexual and genital body parts are completely covered by opaque clothing.

(D) No massages shall be administered to massage patrons of different sexes in the same room or enclosure at the same time.

(E) No massage technician shall administer any massage service and no massage patron shall receive massage from a massage technician at any place other than a massage establishment covered by a permit issued in accordance with this chapter with the city limits.

(F) No massage establishment permit holder shall allow or knowingly permit massage technicians in his or her employ to administer massage services or to make arrangements to administer massage services to a massage patron at any location other than a massage establishment covered by a permit issued in accordance with this chapter.

(G) There shall be no alcoholic beverages on the licensed premises.

(H) Any massage patron who participates in any act which is a violation of this section shall be subject to arrest for the violation and also subject to the penalties set forth in § 115.99.

(1999 Code, § 125.11) Penalty, see § 115.99

§ 115.12 INSPECTION.

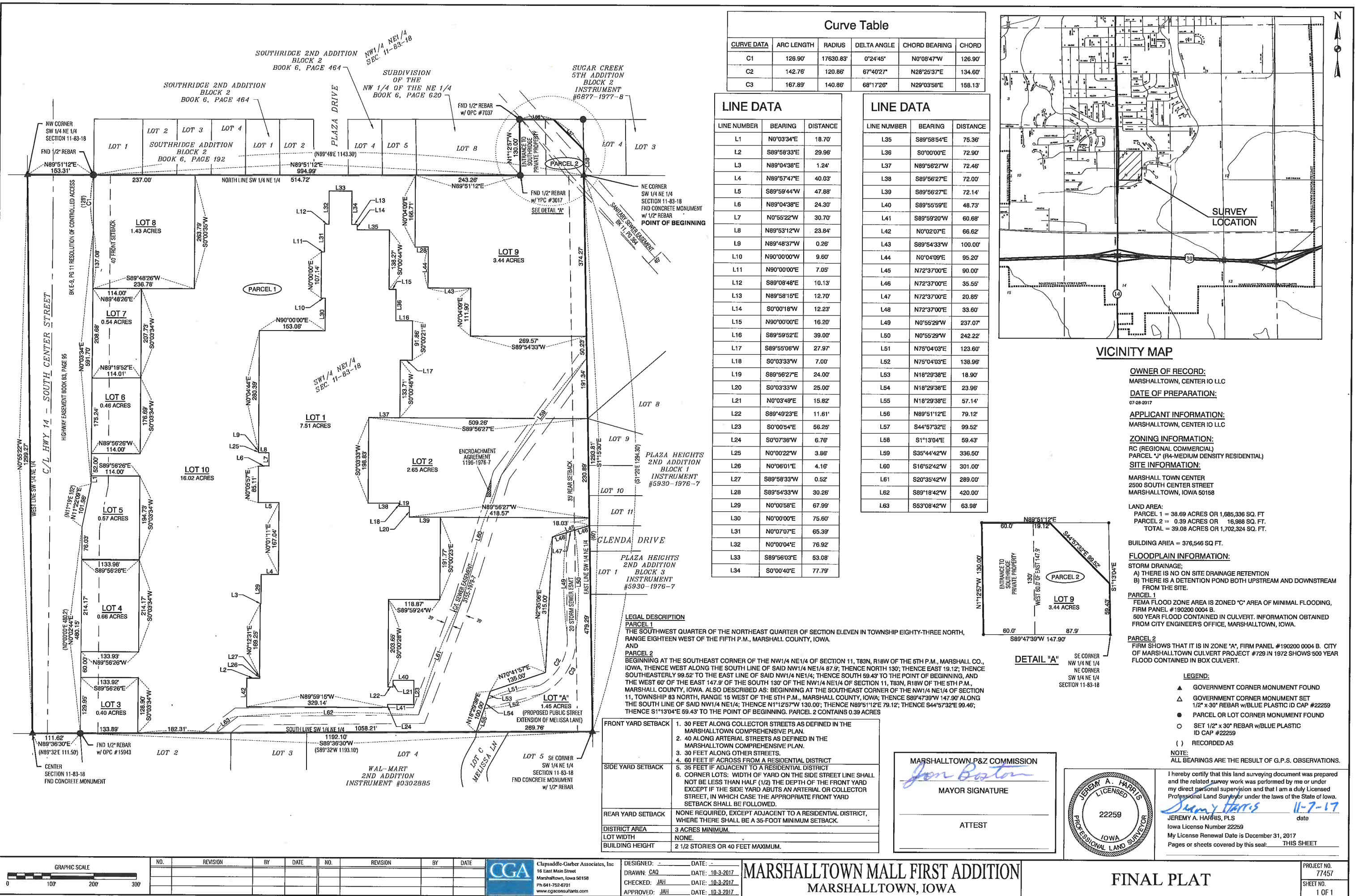
The Fire, Health and Police Departments shall have the right to inspect the massage establishment at any time to determine whether there is compliance with the terms of this chapter.

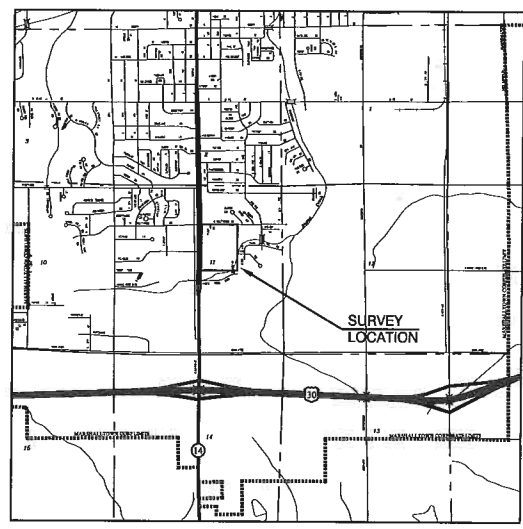
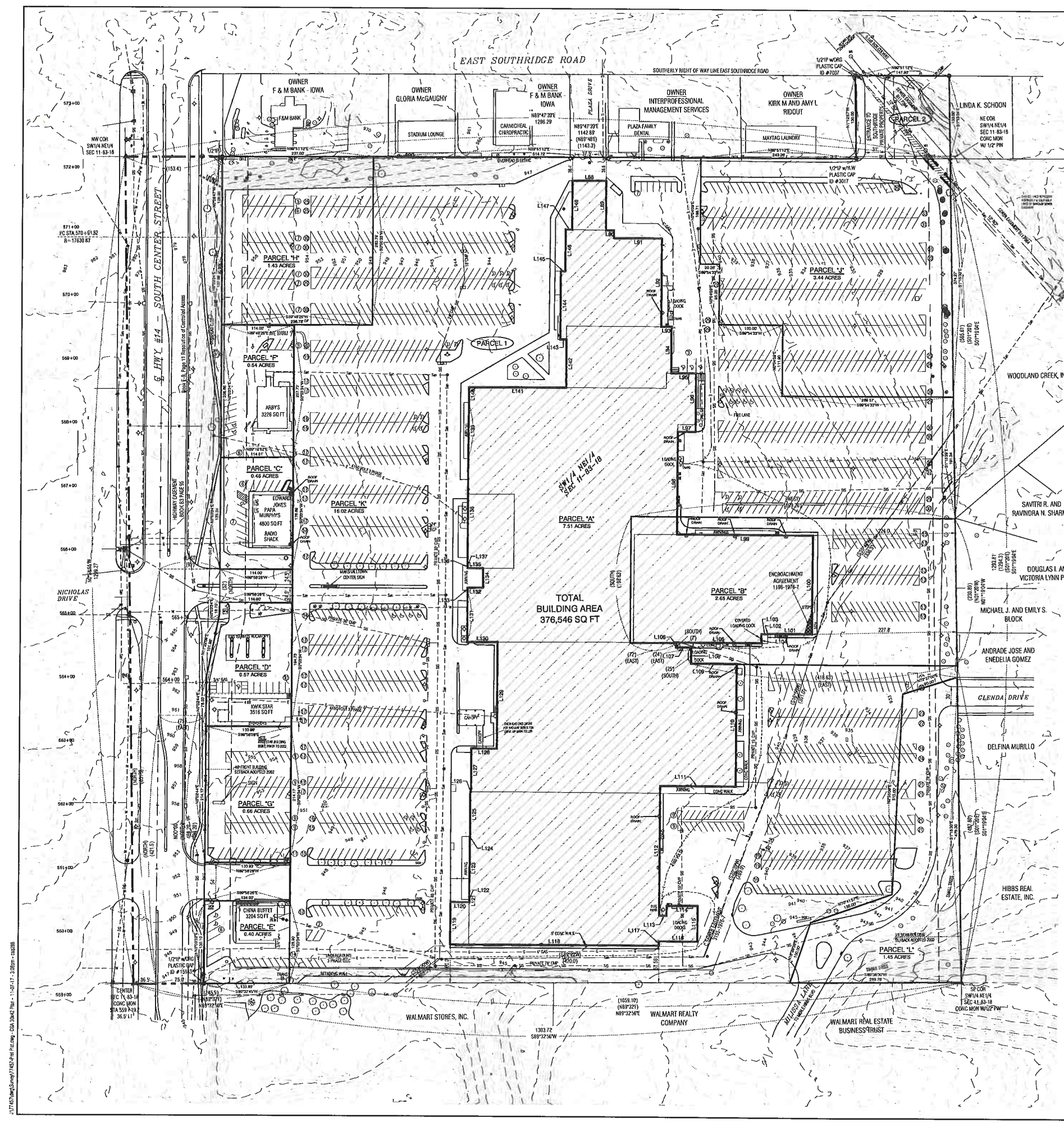
(1999 Code, § 125.12)

§ 115.99 PENALTY.

Any violation of the provisions of this chapter shall be deemed a simple misdemeanor. Each violation shall be considered separate and distinct and in the event it is a continuing violation, each day the violation continues shall be considered a separate and distinct violation. The penalty for a violation of this chapter shall in no way affect or be a part of the provisions for suspension and/or revocation of permits.

(1999 Code, § 125.13)





Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction
L1	53.08'	S89°56'00"E	L26	203.66'	S0°02'28"W
L2	77.79'	S0°00'40"E	L27	11.61'	S88°49'23"E
L3	12.70'	N89°58'15"E	L28	48.73'	S88°55'59"E
L4	75.39'	S89°56'54"E	L29	58.26'	S0°00'54"E
L5	138.27'	S0°04'44"W	L30	80.68'	S89°59'20"W
L6	18.20'	N90°00'00"E	L31	8.78'	S0°07'36"W
L7	72.90'	S0°00'00"E	L32	325.14'	N88°59'15"W
L8	39.00'	S89°59'52"E	L33	66.82'	N0°02'07"E
L9	60.53'	S0°02'28"W	L34	29.39'	S89°58'33"E
L10	27.87'	S89°55'06"W	L35	4.18'	N0°06'01"E
L11	161.37'	S0°00'48"W	L36	0.52'	S89°58'33"W
L12	213.39'	N88°57'41"E	L37	98.78'	N0°01'01"E
L13	155.29'	S0°08'48"W	L38	0.28'	S89°55'03"E
L14	89.57'	N89°50'32"W	L39	70.49'	N0°01'23"E
L15	0.82'	S0°50'22"E	L40	1.24'	N89°04'38"E
L16	9.85'	S88°30'33"W	L41	67.99'	N0°00'58"E
L17	14.98'	S0°37'35"E	L42	40.03'	N89°57'47"E
L18	134.15'	N89°50'39"W	L43	187.04'	N0°01'11"E
L19	7.55'	S0°23'31"W	L44	47.88'	S89°58'44"W
L20	24.18'	S89°55'29"E	L45	61.11'	N0°00'48"W
L21	25.13'	S0°02'19"W	L46	24.30'	N89°04'38"E
L22	71.80'	S89°59'39"E	L47	4.00'	N0°22'49"E
L23	192.87'	S0°00'18"W	L48	30.70'	N0°55'22"W
L24	118.87'	S89°59'24"W	L49	23.84'	N89°58'12"W

Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction
L49	3.88'	N0°02'22"W	L69	54.22'	N0°11'54"E
L50	0.26'	N89°48'37"W	L70	38.40'	S0°08'31"W
L51	168.39'	N0°01'15"E	L71	96.80'	N89°58'15"W
L52	87.82'	N0°11'30"E	L72	28.40'	N0°06'31"E
L53	24.21'	N0°04'23"E	L73	10.00'	S89°58'16"E
L54	153.05'	N90°00'00"E	L74	8.00'	N0°08'31"E
L55	75.80'	N0°00'00"E	L75	68.80'	S89°58'16"E
L56	9.80'	N90°00'00"W	L76	60.00'	N90°00'00"E
L57	107.14'	N0°00'00"E	L77	80.00'	N0°00'00"E
L58	7.05'	N90°00'00"E	L78	80.00'	S0°00'00"E
L59	95.39'	N0°07'07"E	L79	80.00'	S0°00'00"E
L60	10.13'	S89°08'48"E	L80	60.00'	N90°00'00"W
L61	78.82'	N0°00'04"E	L81	65.88'	N0°37'55"W
L62	54.84'	S89°50'18"E	L82	14.39'	N89°30'04"E
L63	0.90'	N0°00'00"E	L83	15.00'	N0°00'00"E
L64	0.90'	N0°00'00"E	L84	11.00'	N90°00'00"E
L65	18.00'	N90°00'00"E	L85	14.90'	S0°00'00"E
L66	14.00'	S0°00'00"E	L86	21.18'	N89°30'04"E
L67	18.04'	N90°00'00"W	L87	65.81'	S0°30'44"E
L68	41.12'	S0°08'44"W	L88	46.44'	S89°24'48"W
L69	54.98'	N89°50'20"W			

OWNER OF RECORD:
MARSHALLTOWN, CENTER IO LLC

DATE OF PREPARATION:
07/14/2017

APPLICANT INFORMATION:
MARSHALLTOWN, CENTER IO LLC

ZONING INFORMATION:
RC (REGIONAL COMMERCIAL)

SITE INFORMATION:
MARSHALLTOWN CENTER
2500 SOUTH CENTER STREET
MARSHALLTOWN, IOWA 50158

LAND AREA:
PARCEL 1 = 38.69 ACRES OR 1,685,336 SQ. FT.
PARCEL 2 = 0.39 ACRES OR 16,888 SQ. FT.
TOTAL = 39.08 ACRES OR 1,702,324 SQ. FT.

BUILDING AREA = 378,546 SQ. FT.

FLOODPLAIN INFORMATION:
STORM DRAINAGE:
A) THERE IS NO ON SITE DRAINAGE RETENTION
B) THERE IS A DETENTION POND BOTH UPSTREAM AND DOWNSTREAM FROM THE SITE.

PARCEL 1:
FEMA FLOOD ZONE AREA IS ZONED "C" AREA OF MINIMAL FLOODING, FIRM PANEL #180200 0004 B.
500 YEAR FLOOD CONTAINED IN CULVERT. INFORMATION OBTAINED FROM CITY ENGINEER'S OFFICE, MARSHALLTOWN, IOWA.

PARCEL 2:
FIRM SHOWS THAT IT IS IN ZONE "A", FIRM PANEL #180200 0004 B. CITY OF MARSHALLTOWN CULVERT PROJECT #729 IN 1972 SHOWS 500 YEAR FLOOD CONTAINED IN BOX CULVERT.

PARKING INFORMATION:
PARKING STALLS: REGULAR SPACES HANDICAP SPACES
PARCELS A & B 1782 39
PARCEL C 25 3
PARCEL D 11 1
PARCEL E 15 2
PARCEL F 17 0

FRONT YARD SETBACK		1. 30 FEET ALONG COLLECTOR STREETS AS DEFINED IN THE MARSHALLTOWN COMPREHENSIVE PLAN.
SIDE YARD SETBACK		2. 40 FEET ALONG ARTERIAL STREETS AS DEFINED IN THE MARSHALLTOWN COMPREHENSIVE PLAN.
REAR YARD SETBACK		3. 30 FEET ALONG OTHER STREETS.
DISTRICT AREA		4. 60 FEET IF ACROSS FROM A RESIDENTIAL DISTRICT.
LOT WIDTH		5. 35 FEET IF ADJACENT TO A RESIDENTIAL DISTRICT.
BUILDING HEIGHT		6. CORNER LOTS: WIDTH OF YARD ON THE SIDE STREET LINE SHALL NOT BE LESS THAN HALF (1/2) THE DEPTH OF THE FRONT YARD EXCEPT IF THE SIDE YARD ADJUTS AN ARTERIAL OR COLLECTOR STREET, IN WHICH CASE THE APPROPRIATE FRONT YARD SETBACK SHALL BE FOLLOWED.
DISTRICT AREA		7. NONE REQUIRED, EXCEPT ADJACENT TO A RESIDENTIAL DISTRICT, WHERE THERE SHALL BE A 35-FOOT MINIMUM SETBACK.
LOT WIDTH		8. 3 ACRES MINIMUM.
BUILDING HEIGHT		9. NONE
		10. 2 1/2 STORIES OR 40 FEET MAXIMUM.

LEGAL DESCRIPTION
PARCEL 1
THE SOUTHWEST QUARTER (SW 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION ELEVEN (11), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE EIGHTEEN (18) WEST OF THE 5TH P.M., ACCORDING TO THE U.S. GOVERNMENT SURVEY THEREOF, ALSO DESCRIBED AS BEGINNING AT THE CENTER OF SECTION 11, T83N, R18W OF THE 5TH P.M. THENCE AT AN ASSUMED BEARING OF N0°58'55"W 129.27' TO THE NORTHWEST CORNER OF THE SW1/4 NE1/4 OF SAID SECTION 11; THENCE N89°47'39"W 129.27' TO THE NORTHEAST CORNER OF SAID SW1/4 NE1/4; THENCE S1°18'04"E 129.81' TO THE SOUTHWEST CORNER OF SAID SW1/4 NE1/4; THENCE S89°25'58"W 130.72' TO THE POINT OF BEGINNING. PARCEL 1 CONTAINS 38.69 ACRES INCLUDING 0.01 ACRES OF PUBLIC ROAD EASEMENT.

AND
PARCEL 2
BEGINNING AT THE SOUTHWEST CORNER OF THE NW1/4 NE1/4 OF SECTION 11, T83N, R18W OF THE 5TH P.M., MARSHALL CO., IOWA, THENCE WEST ALONG THE SOUTH LINE OF SAID NW1/4 NE1/4 87.9'; THENCE NORTH 130'; THENCE EAST 18.12'; THENCE SOUTHEASTERLY 88.67' TO THE EAST LINE OF SAID NW1/4 NE1/4; THENCE SOUTH 68.43' TO THE POINT OF BEGINNING, AND THE WEST 80' OF THE SOUTH 130' OF THE NW1/4 NE1/4 OF SECTION 11, T83N, R18W OF THE 5TH P.M., MARSHALL COUNTY, IOWA, ALSO DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF THE NW1/4 NE1/4 OF SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, THENCE S89°47'39"W 129.27' ALONG THE SOUTH LINE OF SAID NW1/4 NE1/4; THENCE N1°12'57"W 130.00'; THENCE N89°51'27"E 78.12'; THENCE S44°53'32"W 99.49'; THENCE S1°13'04"E 58.43' TO THE POINT OF BEGINNING. PARCEL 2 CONTAINS 0.39 ACRES

PRELIMINARY PLAT

MARSHALLTOWN MALL FIRST ADDITION
MARSHALLTOWN, IOWA



James Lowrance, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

City Administrator's Office

To: Mayor Lowrance and the City Council
From: Shari L. Coughenour, CMC, City Clerk
Date: November 1, 2017

RE: Ordinance to remove jail time / imprisonment

Policy Issue: Council must approve changes to the city code by ordinance

Recommendation: To remove all references of jail / imprisonment as a penalty from the City code, and consider uniform penalties for violations.

Background: Legislation recently passed requiring legal counsel be provided to all indigent persons facing any offense where incarceration is a sentencing option, including those facing incarceration as a result of violating a city ordinance. In cases involving violation of city ordinances, the new law places financial responsibility for providing legal counsel to indigent defendants that are prosecuting. [SF374]

Staff recommends the council adopt the attached Ordinance prior to January 2018.

Budget Impact: City Code must remove incarceration references to avoid costs.

Attachment: List of City Code sections with varying fines and penalties of incarceration and proposed Ordinance for council consideration.

City Council

Leon Lamer, Bill Martin, Joel Greer, Al Hoop,
Dan Kester, Michael Gowdy, Bethany Wirin



**ORDINANCE 14970 TO AMEND THE CODE OF ORDINANCES,
CITY OF MARSHALLTOWN, IOWA,
BY REMOVING REFERENCES TO INCARCERATION AS A PENALTY
AND ESTABLISHING UNIFORM PENALTIES**

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

Section 1. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 1-8 and enacting the following as a substitute:

Sec. 1-8. General Penalty.

The doing of any act prohibited or declared to be unlawful, an offense or a misdemeanor by this Code or any technical code adopted in this Code by reference or the omission or failure to perform any act or duty required by this Code or any technical code adopted in this Code by reference is, unless another penalty is specified, punishable by a fine in a sum not exceeding the maximum punishable under Iowa law for commission of a simple misdemeanor in addition to applicable surcharges and costs.

Section 2. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 1-10 and enacting the following as a substitute:

Sec. 1-10. Civil penalties for municipal infractions, continuing violations and alternate relief

Sec. 1-10(a). A municipal infraction is punishable by a civil penalty as provided in the following schedule, unless a specific schedule of civil penalties is provided for specific offenses elsewhere in the Code:

SCHEDULE OF CIVIL PENALTY:

- 1) First offense, not to exceed seven-hundred fifty dollars (\$750.00).
- 2) All repeat offenses, not to exceed one-thousand dollars (\$1,000.00).

Section 3. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 2-190 and enacting the following as a substitute:

Sec. 2-190. Penalties.

Anyone violating the provisions of this division for any offense as is set forth in section 2-189 hereof, shall, upon conviction, be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 4. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 6-22 (a) and enacting the following as a substitute:

Sec. 6-22 (a). Dogs at large

a. In addition to the penalties, remedies, and relief as provided in this Municipal Code of Ordinances in addition to being a simple misdemeanor, a violation of this section shall also be a municipal infraction punishable as a civil penalty as provided in Sec. 1-10 of the Code.

Section 5. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 6-37 and enacting the following as a substitute:

Sec. 6-37. Domesticated animal causing disturbance or annoyance.

It shall be unlawful for any person owning or harboring a domesticated animal to allow or permit such domesticated animal to cause serious or habitual disturbance or annoyance to any person by frequent or habitual howling, yelping, barking or otherwise noise some conduct. Any person violating the provision of this section, shall upon conviction be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 6. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 6-63 and enacting the following as a substitute:

Sec. 6-63. Violation; penalty.

Any person violating any section of this article shall, upon conviction be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 7. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 13-60 and enacting the following as a substitute:

Sec. 13-60. Penalty for violation.

Any person who violates the provisions of this article shall, upon conviction, be punished by a Penalty as provided in Sec. 1-8 of the Code.. In addition to the criminal penalty set forth in this section, a violation of this article is a municipal infraction.

Section 8. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 13-85 and enacting the following as a substitute:

Sec. 13-85. Penalty for violation.

A violation of any section of this article shall constitute a misdemeanor and shall be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 9. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 13-116 and enacting the following as a substitute:

Sec. 13-116. Penalty for violation.

A violation of any section of this article shall constitute a misdemeanor and shall be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 10. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 14-2 and enacting the following as a substitute:

Sec. 14-2. Penalty for violation.

Any person who violates any section of this chapter shall, upon conviction, be punished by a Penalty as provided in Sec. 1-8 of the Code. In addition, a violation of this chapter is a municipal infraction. In addition to the foregoing, the city plumbing and gas inspector may order the removal, correction or disconnection of any gas or plumbing installation that does not meet the code specifications and shall have the authority to disconnect installation when it is found that it endangers life and health.

Section 11. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 14-78 and enacting the following as a substitute:

Sec. 14-78. Penalty for violation.

Any person who violates any provision of section 14-76 or 14-77 shall, upon conviction, be punished by a Penalty as provided in Sec. 1-8 of the Code. In addition, a violation of section 14-76 or 14-77 is a municipal infraction. In addition to the foregoing, the city plumbing and gas inspector may order the removal, correction or disconnection of any gas or plumbing installation that does not meet code specifications and shall have the authority to disconnect the installation when it is found that it endangers life and health.

Section 12. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 14.5-7 and enacting the following as a substitute:

Sec. 14.5-7. Penalty for violation.

Any person violating any provision, section, or paragraph of this chapter shall be guilty of a misdemeanor and on conviction thereof be be punished by a Penalty as provided in Sec. 1-8 of the Code.. Each day a violation occurs shall constitute a separate offense.

Section 13. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 15.5-5. (g) and enacting the following as a substitute:

Sec. 15.5-5. (g) Violations and penalties.

g.) Willful or repeated noncompliance with the requirements of this chapter by the owner, operator, or occupant shall constitute a misdemeanor and be punished by a Penalty as provided in Sec. 1-8 of the Code.Each day of noncompliance will constitute a separate violation.

Section 14. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 19-2 and enacting the following as a substitute:

Sec. 19-2. Recreational Equipment Usage.

At no time shall such parked or stored camping and recreational equipment be occupied or used for living, sleeping or housekeeping purposes for a period of time to exceed five consecutive days or by prior approval by the chief of police. Any person violating the provision of this section shall, upon conviction be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 15. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 20-6.1.(c) and enacting the following as a substitute:

Sec. 20-6.1.(c) Operation of golf carts on city streets.

c.) Any person violating any provision of this section shall, upon conviction, be fined pursuant to section 1-8.

Section 16. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 20-46 and enacting the following as a substitute:

Sec. 20-46. Penalty.

Anyone violating the provisions of this section shall, upon conviction, be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 17. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 20-169.4 and enacting the following as a substitute:

Sec. 20-169.4. Penalty for violation.

Anyone violating the provisions of this Section shall, upon conviction, be punished by a Penalty as provided in Sec. 1-8 of the Code. In addition thereto, a violation of this ordinance shall be a municipal infraction.

Section 18. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 20-306 and enacting the following as a substitute:

Sec. 20-306. Penalty

Any person violating any of the provisions of this ordinance shall upon conviction be punished by a fine of not less than ten dollars (\$10.00) or more than fifty dollars (\$50.00.)

Section 19. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 20-399. (a) and enacting the following as a substitute:

Sec. 20-399. (a) Movement and presence of people on public streets and parking areas.

a.) Penalty. A person who violates this section shall be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 20. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 20-403 and enacting the following as a substitute:

Sec. 20-403. Penalty

A person violating a provision of Section 20-400, 20-401, or 20-402 shall be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 21. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21- 11.1. (c) and enacting the following as a substitute:

Sec. 21- 11.1. (c) Open Containers prohibited on public ways.

c.) Any person violating the provisions of this section shall, upon conviction, be fined pursuant to § 1-8.

Section 22. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21- 12.5. (g) and enacting the following as a substitute:

Sec. 21- 12.5. (g) Drug paraphernalia.

g.) Any person violating the provision of this section shall upon conviction be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 23. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21- 15 and enacting the following as a substitute:

Sec. 21- 15. Curfew-Minors on streets.

Penalty. A minor who violates this subsection (b) shall be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 24. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21- 31.1.(c) and enacting the following as a substitute:

Sec. 21- 31.1.(c) Hunting within city boundaries.

c.) Penalty. Any person violating the provisions of this section shall, upon conviction, be guilty of a simple misdemeanor, punishable by a fine pursuant to section 1-8.

Section 25. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21- 37 and enacting the following as a substitute:

Sec. 21- 37. Loud Noises on Vehicles - Stereos, Etc.

No person shall operate any motor vehicle stereo (stereo, tape player, compact disc player, radio or any other sound amplification device) in a public place or on any public right-of-way that can be heard a distance of fifty (50) feet or more from the motor vehicle stereo. The provisions of this section may be enforced following personal observation or hearing, or both, of any police officer or upon receipt of a complaint made or filed with the police department by any person observing and hearing a violation. The city administrator may grant a temporary variance to this section to facilitate special events. The city administrator is specifically authorized to revoke the grant variance if the applicant shall fail to meet any of the limitations placed upon the grant of the variance or other circumstances occurring subsequent to the grant of the variance requiring such revocation, or both. Any person violating the provisions of this Section shall, upon conviction, be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 26. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21- 52.1 and enacting the following as a substitute:

Sec. 21- 52.1. Urinating in improper places.

b. Any person violating the provision of this section shall upon conviction be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 27. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21- 58. (c) and enacting the following as a substitute:

Sec. 21- 58. (c) Garage sales.

c.) Any violation of this section shall be punished by a fine pursuant to section 1-8.

Section 28. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21- 78 and enacting the following as a substitute:

Sec. 21- 78. Penalties.

Any person who shall interfere in any way whatsoever with the due process of enforcement in any section of this article shall be deemed guilty of a misdemeanor and shall, upon conviction, be subject to a fine as provided in section 1-8.

Section 29. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21-102 and enacting the following as a substitute:

Sec. 21-102. Violation and penalty

Such violation of the City Property Maintenance Code under this Chapter shall constitute a municipal infraction as defined in Iowa Code 364.22(2) subject to the penalties prescribed therein, as amended and be punished by a Civil Penalty as provided in Sec. 1-10 of the Code.

Section 30. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21.5-10 and enacting the following as a substitute:

Sec. 21.5-10. Penalty for violation.

Anyone violating the provisions of section 21.5-1-21.5-9 shall, upon conviction, be fined pursuant to section 1-8.

Section 31. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21.5-11.(d) and enacting the following as a substitute:

Sec. 21.5-11.(d) Hours for public use.

d.) Penalty for violation. Any person violating the provisions of this section shall, upon conviction, be fined pursuant to section 1-8.

Section 32. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 21.5-12.(b) and enacting the following as a substitute:

Sec. 21.5-12.(b) Alcoholic beverages

b) Anyone violating the provisions of this section shall, upon conviction, be fined pursuant to section 1-8. Violation of this section is a municipal infraction.

Section 33. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 26.5-5 and enacting the following as a substitute:

Sec. 26.5-5. Penalty.

Any person violating the provisions of this chapter shall, upon conviction, be punished by a Penalty as provided in Sec. 1-8 of the Code..

Section 34. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 26-55.(b) and enacting the following as a substitute:

Sec. 26-55.(b) Compliance with article required; penalties.

b.) Any person violating any of the pertinent provisions of this article shall be punished by a fine pursuant to section 1-8.

Section 35. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 27-30 and enacting the following as a substitute:

Sec. 27-30. Penalties.

Violation of any section of this article shall be deemed to be a municipal infraction and be punished by a Penalty as provided in Sec. 1-8 of the Code..

Section 36. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 28-53 and enacting the following as a substitute:

Sec. 28-53. Penalty.

Any person, firm or corporation violating the provisions of this division shall, upon conviction, be liable for any damages done to the sanitary sewer system or the water pollution control plant and shall be punished by a Civil Penalty as provided in Sec. 1-10 of the Code.. Each day that a violation continues may be considered a separate violation.

Section 37. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 28-89. (1) and enacting the following as a substitute:

Sec. 28-89. (1) Reporting requirements for permittee.

1. "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine for knowing violations."

Section 38. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 28-209 and enacting the following as a substitute:

Sec. 28-209. Violations

Unless another penalty is expressly provided by this Article for any particular provision or section, any person violating any provision of this Article or any rule or regulation adopted herein by reference shall be subject to a municipal infraction. Each day that a municipal infraction occurs and continues to exist constitutes a separate offense and be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 39. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 28-98.(c) and enacting the following as a substitute:

Sec. 28-98.(c) Judicial enforcement remedies

c.) Criminal prosecution. Any person who violates any provision of this division shall, in addition to the civil penalties in this section, upon conviction, be punished by a Penalty as provided in Sec. 1-8 of the Code..

Section 40. The Code of Ordinances, City of Marshalltown, Iowa, is hereby amended by repealing Sec. 28-98.(d) and enacting the following as a substitute:

Sec. 28-98.(d) Judicial enforcement remedies

d.) Falsifying information. Any person who knowingly makes any false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this division or the wastewater contribution permit or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this division shall, upon conviction, be punished by a Penalty as provided in Sec. 1-8 of the Code.

Section 41. That this ordinance shall be in full force and effect after its passage and publication by law.

Passed this ____ day of _____, 2017, and signed this ____ - day of _____, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

No Jail Time Revisions / Sections of recommended code changes

<u>Section</u>	<u>Title</u>	<u>Notes</u>	<u>Existing with changes marked</u>
Sec. 01-08	General Penalty.	Chapter 1 - General	The doing of any act prohibited or declared to be unlawful, an offense or a misdemeanor by this Code or any technical code adopted in this Code by reference or the omission or failure to perform any act or duty required by this Code or any technical code adopted in this Code by reference is, unless another penalty is specified, punishable by — a fine in a sum not exceeding the maximum punishable under Iowa law for commission of a simple misdemeanor or imprisonment not to exceed 30 days, in — addition to applicable surcharges and costs.
Sec. 01-10.	Civil penalties for municipal infractions, continuing violations and alternate relief	Chapter 1 - General	Sec. 1-10(a). A municipal infraction is punishable by a civil penalty as provided in the following schedule, unless a specific schedule of civil penalties is provided for specific offenses elsewhere in the Code: SCHEDULE OF CIVIL PENALTY: 1) First offense, not to exceed seven-hundred fifty dollars (\$750.00). 2) All repeat offenses, not to exceed one-thousand dollars (\$1,000.00).
Sec. 02-190.	Penalties.	Mutilation of Art / Community Art Center	Anyone violating the provisions of this division for any offense as is set forth in section 2-189 hereof, shall, upon conviction, be fined not more than one hundred dollars (\$100.00) or committed to jail for a period not exceeding thirty (30) days. <u>be punished by a Penalty as provided in Sec. 1-8 of the Code.</u>
Sec. 06-22	Dogs at large	Animals at Large	a. In addition to the penalties, remedies, and relief as provided in this Municipal Code of Ordinances in addition to being a simple misdemeanor, a violation of this section shall also be a municipal infraction punishable as a civil penalty with the following schedule of civil penalties: 1. First offense by the owner of keeper, \$25.00; 2. Second offense by the owner or keeper, \$100.00; 3. Third offense and subsequent offenses by the owner or keeper, forfeiture of the dog found at large. <u>as provided in Sec. 1-10 of the Code.</u>
Sec. 06-37	Domesticated animal causing disturbance or annoyance.	Barking animals / etc.	It shall be unlawful for any person owning or harboring a domesticated animal to allow or permit such domesticated animal to cause serious or habitual disturbance or annoyance to any person by frequent or habitual howling, yelping, barking or otherwise noise some conduct. Any person violating the provision of this section, shall upon conviction be fined one hundred dollars (\$100.00) or imprisoned not to exceed thirty (30) days. <u>shall upon conviction be punished by a Penalty as provided in Sec. 1-8 of the Code.</u>
Sec. 06-63.	Violation; penalty.	Keeping of Dangerous Animals	Any person violating any section of this article shall, upon conviction, be fined not less than \$50.00 or more than \$100.00, or be imprisoned not to exceed 30 days. <u>be punished by a Penalty as provided in Sec. 1-8 of the Code.</u>

No Jail Time Revisions / Sections of recommended code changes

Sec. 13- 60.	Penalty for violation.	Disposal of yard wastes	Any person who violates the provisions of this article shall, upon conviction, <u>be punished by a Penalty as provided in Sec. 1-8 of the Code.</u> be fined not more than \$100.00 or be imprisoned not to exceed 30 days. In addition to the criminal penalty set forth in this section, a violation of this article is a municipal infraction.
Sec. 13- 85.	Penalty for violation.	Recyclables / Placement of recyclables for pickup	A violation of any section of this article shall constitute a misdemeanor and shall <u>be punished by a Penalty as provided in Sec. 1-8 of the Code.</u> be punishable by a fine of not more than \$100.00 or imprisonment for a period of not more than 30 days.
Sec. 13-116.	Penalty for violation.	Recycle hauler violations	A violation of any section of this article shall constitute a misdemeanor and shall be <u>punished by a Penalty as provided in Sec. 1-8 of the Code.</u> punishable by a fine of not more than \$100.00 or imprisonment for a period of not more than 30 days.
Sec. 13-123. & 13-125	Notification process.	when mandatory collection is required	a. The property owner is required to return this completed form within 14 calendar days of receipt of notification. Failure to return the completed form within 14 calendar days, will subject the property owner to penalties as set out in Section 13-126.
Sec. 13-126	Penalties for violations of this Article.	mandatory garbage collection req	"Sec. 13-126. A violation of any Section of this Article shall constitute a municipal infraction punishable as provided in Sec. 1-10 of the Code. Seeking a civil penalty as authorized in this Article, does not preclude the City from seeking alternate relief from the court in the same action, or pursuing other criminal and civil remedies or actions." <u>(9-08-2014 Ord.14933)</u>
Sec. 14.5-7.	Penalty for violation.	Hazardous conditions	Any person violating any provision, section, or paragraph of this chapter shall be guilty of a misdemeanor and on conviction thereof be <u>be punished by a Penalty as provided in Sec. 1-8 of the Code.</u> subject to a fine of not more than \$100.00 or be imprisoned for not more than 30 days. Each day a violation occurs shall constitute a separate offense.
Sec. 14-2.	Penalty for violation.	Gas & Plumbing violations	Any person who violates any section of this chapter shall, upon conviction, <u>be punished by a Penalty as provided in Sec. 1-8 of the Code.</u> be fined not more than \$100.00 or be imprisoned not more than 30 days. In addition, a violation of this chapter is a municipal infraction. In addition to the foregoing, the city plumbing and gas inspector may order the removal, correction or disconnection of any gas or plumbing installation that does not meet the code specifications and shall have the authority to disconnect installation when it is found that it endangers life and health.

No Jail Time Revisions / Sections of recommended code changes

Sec. 14-78.	Penalty for violation.	Gas & Plumbing violations	Any person who violates any provision of section 14-76 or 14-77 shall, upon conviction, <u>be punished by a Penalty as provided in Sec. 1-8 of the Code.</u> be fined not more than \$100.00 or be imprisoned not more than 30 days. In addition, a violation of section 14-76 or 14-77 is a municipal infraction. In addition to the foregoing, the city plumbing and gas inspector may order the removal, correction or disconnection of any gas or plumbing installation that does not meet code specifications and shall have the authority to disconnect the installation when it is found that it endangers life and health.
Sec. 15.5-5.	Violations and penalties.	Housing code	g.) Willful or repeated noncompliance with the requirements of this chapter by the owner, operator, or occupant shall constitute a misdemeanor, <u>and be punished by a Penalty as provided in Sec. 1-8 of the Code.</u> punishable by a fine of up to \$100.00, or imprisonment up to 30 days in the county jail. Each day of noncompliance will constitute a separate violation.
Sec. 19-2.	Recreational Equipment Usage.	Recreational equipment	At no time shall such parked or stored camping and recreational equipment be occupied or used for living, sleeping or housekeeping purposes for a period of time to exceed five consecutive days or by prior approval by the chief of police. Any person violating the provision of this section shall, upon conviction <u>be punished by a Penalty as provided in Sec. 1-8 of the Code.</u> be fined up to one hundred dollars (\$100.00) or imprisoned not to exceed thirty (30) days.
Sec. 20-169.4.	Penalty for violation.	snow removal parking	Anyone violating the provisions of this Section shall, upon conviction, be <u>be punished by a Penalty as provided in Sec. 1-8 of the Code.</u> subject to a fine not to exceed one hundred (\$100.00) dollars or be imprisoned not to exceed thirty (30) days. In addition thereto, a violation of this ordinance shall be a municipal infraction.
Sec. 20-306.	Penalty	bicycle license	A fine of not less than \$1.00 or more than \$50.00 shall upon conviction, punish a Any person violating any of the provisions of this ordinance. <u>shall upon conviction be punished by a fine of not less than ten dollars (\$10.00) or more than fifty dollars (\$50.00.)</u>
Sec. 20-399	Movement and presence of people on public streets and parking areas.	loitering in public	a. Penalty. A person who violates this section shall <u>be punished by a Penalty as provided in Sec. 1-8 of the Code.</u> be subject to a fine not to exceed \$100.00.
Sec. 20-403.	Penalty	20-400, 401, 402, re motorized vehicles / bicycles /sidewalk- / licensed	A person violating a provision of Section 20-400, 20-401, or 20-402 shall be <u>be punished by a Penalty as provided in Sec. 1-8 of the Code.</u> guilty of a simple misdemeanor punishable by a fine of Twenty-Five Dollars (\$25.00)

No Jail Time Revisions / Sections of recommended code changes

Sec. 20-46.	Penalty.	traffic control device	Anyone violating the provisions of this section shall, upon conviction, <u>be punished by a Penalty as provided in Sec. 1-8 of the Code.</u> be fined not more than one hundred dollars (\$100.00) or be committed to jail not exceeding thirty (30) days.
Sec. 20-6.1.	Operation of golf carts on city streets.	Golf cart use	c.) Any person violating any provision of this section shall, upon conviction, be fined or imprisoned pursuant to section 1-8.
Sec. 21.5-10	Penalty for violation.	Park conduct	Anyone violating the provisions of section 21.5-1-21.5-9 shall, upon conviction, be fined or imprisoned pursuant to section 1-8.
Sec. 21.5-11	Hours for public use.	after house violation in park	d.) Penalty for violation. Any person violating the provisions of this section shall, upon conviction, be fined or imprisoned pursuant to section 1-8.
Sec. 21.5-12	Alcoholic beverages	in public parks, road, parking areas	b) Anyone violating the provisions of this section shall, upon conviction, be fined or committed to jail pursuant to section 1-8. Violation of this section is a municipal infraction.
Sec. 21-102	Violation and penalty	property maint code violations	Such violation of the City Property Maintenance Code under this Chapter shall constitute a municipal infraction as defined in Iowa Code 364.22(2) subject to the penalties prescribed therein, as amended <u>and be punished by a Civil Penalty as provided in Sec. 1-10 of the Code.</u>
Sec. 21- 11.1	Open Containers prohibited on public ways.	open container	c.) Any person violating the provisions of this section shall, upon conviction, be fined or imprisoned pursuant to § 1-8.
Sec. 21-12.5.	Drug paraphernalia .	drug paraphernalia	g.) Any person violating the provision of this section shall upon conviction <u>be punished by a Penalty as provided in Sec. 1-8 of the Code.</u> be fined one hundred dollars (\$100.00) or imprisoned not to exceed thirty (30) days."
Sec. 21- 15	Curfew- Minors on streets.	curfew violation	Penalty. A minor who violates this subsection (b) shall <u>be punished by a Penalty as provided in Sec. 1-8 of the Code.</u> be subject to a fine of one hundred dollars (\$100.00).

No Jail Time Revisions / Sections of recommended code changes

Sec. 21- 31.1	Hunting within city boundaries.	hunting	c.) Penalty. Any person violating the provisions of this section shall, upon conviction, be guilty of a simple misdemeanor, punishable by a fine or imprisonment pursuant to section 1-8.
Sec. 21- 37.	Loud Noises on Vehicles - Stereos, Etc.	vehicle noises/ stereo	No person shall operate any motor vehicle stereo (stereo, tape player, compact disc player, radio or any other sound amplification device) in a public place or on any public right-of-way that can be heard a distance of fifty (50) feet or more from the motor vehicle stereo. The provisions of this section may be enforced following personal observation or hearing, or both, of any police officer or upon receipt of a complaint made or filed with the police department by any person observing and hearing a violation. The city administrator may grant a temporary variance to this section to facilitate special events. The city administrator is specifically authorized to revoke the grant variance if the applicant shall fail to meet any of the limitations placed upon the grant of the variance or other circumstances occurring subsequent to the grant of the variance requiring such revocation, or both. Any person violating the provisions of this Section shall, upon conviction, <u>be punished by a Penalty as provided in Sec. 1-8 of the Code.</u> be fined \$50.00 or imprisoned not to exceed thirty (30) days.
Sec. 21- 52.1	Urinating in improper places.	improper urination	b. Any person violating the provision of this section shall upon conviction <u>be punished by a Penalty as provided in Sec. 1-8 of the Code.</u> be fined one hundred dollars (\$100.00) or imprisoned not to exceed thirty (30) days.
Sec. 21- 58.	Garage sales.	garage sales	c.) Any violation of this section shall be punished by a fine or by imprisonment pursuant to section 1-8.
Sec. 21-62.	Nuisances Prohibited	nuisance	The creation or maintenance is prohibited. A nuisance, public or private, may be abated in the manner provided in this Article. In addition, the creation or maintenance of a nuisance is a municipal infraction and may be punished as provided in Sec. 1-10 of the Code."
Sec. 21- 78.	Penalties.	Article II Public Nuisances	Any person who shall interfere in any way whatsoever with the due process of enforcement in any section of this article shall be deemed guilty of a misdemeanor and shall, upon conviction, be subject to a fine or imprisonment as provided in section 1-8.
Sec. 26.5-5.	Penalty.	swimming pool violations	Any person violating the provisions of this chapter shall, upon conviction, <u>be punished by a Penalty as provided in Sec. 1-8 of the Code.</u> be fined not to exceed \$100.00 or be imprisoned not to exceed 30 days.
Sec. 26-55.	Compliance with article required; penalties.	Sidewalks	b.) Any person violating any of the pertinent provisions of this article shall be punished by a fine or by imprisonment pursuant to section 1-8.

No Jail Time Revisions / Sections of recommended code changes

Sec. 27-30.	Penalties.	Trees - improper terrace trees, tree trimming violations	Violation of any section of this article shall be deemed to be a municipal infraction <u>and be punished by a Penalty as provided in Sec. 1-8 of the Code..</u>
Sec. 28-209.	Violations	WPCP NDPES / PCSWMP	Unless another penalty is expressly provided by this Article for any particular provision or section, any person violating any provision of this Article or any rule or regulation adopted herein by reference shall be subject to a municipal infraction. Each day that a municipal infraction occurs and continues to exist constitutes a separate offense <u>and, be punished by a Penalty as provided in Sec. 1-8 of the Code.</u>
Sec. 28-53.	Penalty.	WPCP sanitary sewer violations	Any person, firm or corporation violating the provisions of this division shall, upon conviction, be liable for any damages done to the sanitary sewer system or the water pollution control plant and shall be fin <u>ed punished by a Civil Penalty as provided in Sec. 1-10 of the Code.</u> not exceeding \$750.00 and/or imprisoned not exceeding 30 days. Each day that a violation continues may be considered a separate violation.
Sec. 28-69.	Enforcement action.	WPCP trucked waste	Any person, firm or corporation who violates the enforcement of any provision of this Division shall be guilty of a municipal infraction, punishable as provided in Sec. 1-10 of the Code. Each violation constitutes a separate offense. Any person, firm, or corporation who violates a provision of this Division after previously being found guilty of violating the same provision of this Division at the same location or at a different location, shall be guilty of a repeat offense
Sec. 28-89.	Reporting requirements for permittee.	WPCP permittee requirements	1. "I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."
Sec. 28-98.	Judicial enforcement remedies	WPCP Nonresidential pretreatment regulations - also includes fine of \$1,000 per occurrence	c.) Criminal prosecution. Any person who violates any provision of this division shall, in addition to the civil penalties in this section, upon conviction, be <u>punished by a Penalty as provided in Sec. 1-8 of the Code.</u> fin <u>ed not to exceed \$100.00 or be imprisoned not to exceed 30 days.</u>

No Jail Time Revisions / Sections of recommended code changes

Sec. 28-98.	Judicial enforcement remedies	WPCP Nonresidential pretreatment regulations	d.) Falsifying information. Any person who knowingly makes any false statement, representation or certification in any application, record, report, plan or other document filed or required to be maintained pursuant to this division or the wastewater contribution permit or who falsifies, tampers with, or knowingly renders inaccurate any monitoring device or method required under this division shall, upon conviction, be punished <u>punished by a Penalty as provided in Sec. 1-8 of the Code.</u> by a fine of not more than \$100.00 or by imprisonment for not more than 30 days.
-------------	-------------------------------	--	--



COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS, 10 W STATE STREET
November 13, 2017, at 5:30 PM

NOTICE to PUBLIC: the Mayor and City Council welcome comment from the public during discussion. You are required to step to the microphone, state your name and address for the record and to limit the time used to present your remarks in order that others may be given the opportunity to speak.

CALL to ORDER: Mayor James L. Lowrance

PLEDGE of ALLEGIANCE:

ROLL CALL: Gowdy, Greer, Hoop, Kester, Lamer, Martin, Wirin.

MAYOR, COUNCIL and ADMINISTRATOR COMMENTS:

APPROVAL OF AGENDA:

CONSENT AGENDA: All items listed under the consent agenda will be enacted by one motion. There will be no separate discussion of these items unless a request is made prior to the time Council votes on the motion.

1. Approve Council meeting Minutes of October 23, 2017, and special Meeting Minutes of November 2, 2017.
2. Approve Bill List in the amount of \$ 1,485,891.73.
3. Receipt of Building Report, September, 2017.
4. Approve August 2017 Financials
5. Resolution 2017-302 Resolution approving Engineers Certificate of Completion with Con-Struct, Inc. STR17002, in the amount of \$649,637.40
6. Resolution 2017-303 Approving Contract Change Order #1 with Con-Struct for \$111,277.40 STR17002
7. Resolution 2017-304 Approving Engineers Certificate of Completion with OEL Construction Services, Inc. STR17001, in the amount of \$273,454.21
8. Resolution 2017-305 Approving Contract Change Order #1 with OEL for \$13,519.71 STR17001
9. Resolution 2017-306 Approving Contract Change Order #1 for the purchase and installation of VOIP-capable phones, \$11,344.10.

(end of consent agenda items)

MOTIONS:

10. Transfer of Class C Liquor License from 402 Main Street, Colo, Iowa, Heartland Chapter Leatherneck Motorcycle Club, for wedding, 12/31/2017, at Tall Corn, 2 N 2nd Avenue, Marshalltown.

REPORTS:

11. Convention and Visitor Bureau, Director Val Ruff.

RESOLUTIONS:

12. Resolution 2017-307 Approving the Adoption of the 2018-2028 Parks and Recreation Master Plan Prepared for the City of Marshalltown, Parks and Recreation Department, by Bolton and Menk, Inc., of Des Moines, Iowa.
13. Resolution 2017-308 Approving Economic Development Grant to Avita Properties for the removal of 212 E State St.

Visit www.ci.marshalltown.ia.us

Please refer to the previous Council packet for attachments not included with this agenda packet. Complete agenda packets are available for inspection for the public at the City Clerk's Office and the city's website.



14. Resolution 2017-309 Authorizing the City Housing & Community Development Department to Submit a Grant Application to the Martha-Ellen Tye Foundation for a Neighborhood Revitalization Program.
15. Resolution 2017-310A Accepting Bid and Authorizing the Purchase of a 2017 GLAVAL 25 foot bus for the transit department, Hoglund Bus Co, price of \$113,371.00, 85% state funded.
16. Resolution 2017-310B Approving Joint Participation Agreement to Implement a Federal Transit Administration (FTA) bus and bus facilities project.
17. Resolution 2017-311 Approving Agreement Amendment No. 1 by and between the City of Marshalltown, Iowa, and Story Construction for Temporary Facilities for the Police and Fire Project BLD17001, in the amount of \$348,00.
18. Resolution 2017-312 Approving engineering services contract with HR Green, Inc., and the Iowa River Levee Project in the City of Marshalltown, Iowa, in the amount of \$119,900.00, for additional Iowa River modeling (29113019A).
19. Resolution 2017-313 Approving Purchasing Policy and Procedure Manual for the City of Marshalltown.
20. Resolution 2017-314 Approving Financial Report, year ending 6/30/2017.
21. Resolution 2017-315 Approving Preliminary Plat and Final Plat for Mall.
22. Resolution 2017-316 Approving a 28E Agreement between the City of Marshalltown, Marshall County, The Marshall County Emergency Management Commission and the 911 Joint Services Board for Joint Emergency Communications Services for Marshall County.

PUBLIC HEARING – To authorize use of incremental property tax revenues for support of MCBF and for the FAÇADE Improvement Program.

23. Resolution 2017-317 Approving Agreement with Marshalltown Central Business District, authorizing support of the Main Street Program and Façade Improvement Program.

PUBLIC HEARING – To subordinate city's position on lead hazard project lien.

24. Resolution 2017-318 Approving Subordination Agreement for Property Interest at 917 S Center Street, Marshalltown, Iowa, 50158, lead abatement project 53507569.

ORDINANCES:

25. Ordinance 14970 to Amend the Code of Ordinances, City of Marshalltown, Iowa, by removing references to Incarceration as a Penalty and Establishing Uniform Penalties, first reading. No public hearing required.

DISCUSSION:

26. Illicit massage ordinance

PUBLIC COMMENT:

CLOSED SESSION:

Closed session pursuant to Section 21.5, Subsection (1) Paragraph (i) OF THE CODE OF IOWA to evaluate the professional competency of an individual whose appointment, hiring, performance or discharge is being considered when necessary to prevent needless and irreparable injury to that individual's reputation and that individual requests a closed session. 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.

ADJOURNMENT:

Visit www.ci.marshalltown.ia.us

Please refer to the previous Council packet for attachments not included with this agenda packet. Complete agenda packets are available for inspection for the public at the City Clerk's Office and the city's website.



COUNCIL PROCEEDINGS

October 23, 2017

The Marshalltown City Council met in regular session on October 23, 2017, at 5:30 PM, in the Council Chambers at City Hall. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. Police Captain Jones introduced police reserve officer Rachel Zamora. Present: Gowdy, Greer, Hoop, Kester, Lamer, Martin. Absent: Wirin. Items numbered 13 and 14 were removed from consent agenda. Lamer moved to approve the agenda, second by Martin. Motion approved 6-0.

CONSENT AGENDA:

Greer moved to approve the Consent Agenda: Approve Council meeting Minutes of October 9, 2017; Approve Bill List in the amount of \$1,427,256.03; Approve July financials; Receipt of Civil Service Certified New Hire Lists, Storm Water Coordinator and Firefighter; Resolution 2017-289 Approving Purchasing Card Policy and Procedures for the City of Marshalltown; Resolution 2017-290 Approving Capital Assets and Depreciation Policy for the City of Marshalltown; Resolution 2017-291 Changing the name of Assistance League Park to Turtle Park by request of Assistance League Members; Resolution 2017-292 Approving Contract Change Order #1 for the 12th Street to Wilson Circle Trail Connection #41016001, a decrease of \$22,316.80; Resolution 2017-293 Approving Engineer's Statement of Completion and Accepting the 12th Street to Wilson Circle Trail Connection, project 41016001, final project cost of \$327,456.00; Resolution 2017-294 Approving Contract Change Order #2 for the 2017 Full Depth Street Repair Project STR17004, a decrease of \$68,458.20; Resolution 2017-295 Approving Engineer's Statement of Completion and Accepting the 2017 Full Depth Street Project STR17004, final project cost of \$1,501,864.58; Resolution 2017-296 Declaring Certain Property Surplus Property and Authorizing Sale and Disposal Thereof, a Digital Hybrid Panasonic Phone System, acquired in FYE 2000; second by Gowdy. Consent agenda adopted 6-0.

Item #13: Lamer moved to change Resolution 2017-297 Declaring Certain Property Surplus Property and Authorizing Sale and Disposal Thereof, a 2004 New Holland MC28 Mower and 2003 Ford Extended Cab pickup with 93,000 miles to read as Resolution 2017-297 Declaring Certain Property Surplus Property and Authorizing Sale and Disposal Thereof, a 2004 New Holland MC28 Mower, second by Kester. Motion carried 6-0. Parks Director Selness explained vehicles are on a fifteen rotation with replacement of the 2003 Ford truck approved by council in the last capital improvement plan. The 2003 Ford was acquired in 2008. The council inquired if there was life left in the vehicle as it only had 93,000 miles. Lamer moved to approve Resolution 2017-297 Declaring Certain Property Surplus Property and Authorizing Sale and Disposal Thereof, a 2004 New Holland MC28 Mower, second by Gowdy. Amended Resolution adopted 6-0.

Lamer moved to declare the 2003 Ford Extended Cab pickup as surplus property, second by Greer. Motion failed on a 3-3 vote with Hoop, Kester and Lamer dissenting.

There was no council action on Resolution 2017-298 Accepting Bid and Authorizing the Purchase of One Ford F-150 Super Cab for use in Parks from Jensen Ford for \$23,316. Selness explained the 2003 Ford was included in the purchase price as \$900 trade in value.

Martin moved to approve the GS Convenience & Petroleum, Inc., Class E Liquor License, 229 N 13th Street, second by Kester. Motion carried 6-0.

Lamer moved to schedule the last meeting of the calendar year for noon, on December 27, 2017, second by Gowdy. Motion carried 6-0.

RESOLUTIONS:

Martin moved to adopt Tentative Resolution 2017-299 Accepting Subordination Agreement for Property Interest at 917 S Center Street, Marshalltown, Iowa, 50158, lead abatement project 53507569, second by Greer. Housing and Community Development Director Spohnheimer recommended approval as the appraised valuation covers the mortgage and the project lien. Resolution adopted 6-0.

Greer moved to adopt Resolution 2017-300 Authorizing the City of Marshalltown to enter into a 28E Agreement with the Iowa Department of Transportation (IDOT) Accepting the Rice Grass Wetland Parcel in the Southeast City Limits, second by Gowdy. Selness explained the acquisition of a natural wetland fits into the Park Master plan. Resolution failed on a 3-3 vote, with Hoop, Kester and Lamer dissenting.

Lamer moved to adopt Resolution 2017-301 Setting Date for public hearing on an Agreement with Marshalltown Central Business District, hearing date November 13, 2017, second by Greer. Resolution adopted 5-1, with Hoop dissenting.

DISCUSSION:

Finance Director Steiner asked the council for direction and input regarding the proposed Purchasing Policy. Instruction given was for the policy to provide some leeway to employees to make decisions in certain situations considering communication of the need to the council. The council discussed keeping projects going and allowing employees in the field to make contract changes and purchases within set guidelines.

Steiner presented the 2019 Budget Schedule and General Fund update. The council's annual goal setting session is scheduled for the last week in November to allow newly elected officials to participate. There will be a few noon budget work sessions in January and February. Steiner informed the council the city's fiscal year ending 6-30-2018 is in good shape, contrary to rumors.

City Administrator Kinser reviewed the Iowa Code definition of "Blighted properties" as per Iowa Code Chapter 403. The city's urban renewal plans uses the same definition. Our plans refer to several blighted areas, including the downtown area.

ADJOURNMENT

The meeting adjourned at 7:56 pm.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

James L. Lowrance, Mayor

Shari L. Coughenour, CMC, City Clerk

Council Proceedings
Special Council Meeting
November 2, 2017

A Special meeting of the Marshalltown City Council was convened on November 2, 2017, at 12:00 pm, in the Council Chambers at City Hall, according to posted notices. Mayor Lowrance called the meeting to order and led the Pledge of Allegiance. ROLL CALL: Present – Gowdy, Greer, Hoop, Kester, Martin Wirin. Absent: Lamer.

Wirin moved to receive the Civil Service New Hire list for Code Enforcement Inspector, section by Kester. Motion carried 6-0.

The meeting adjourned at 12:08 pm.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

[illegible]

Building Division Improvement Value & Fee Summary - Sept. 2017

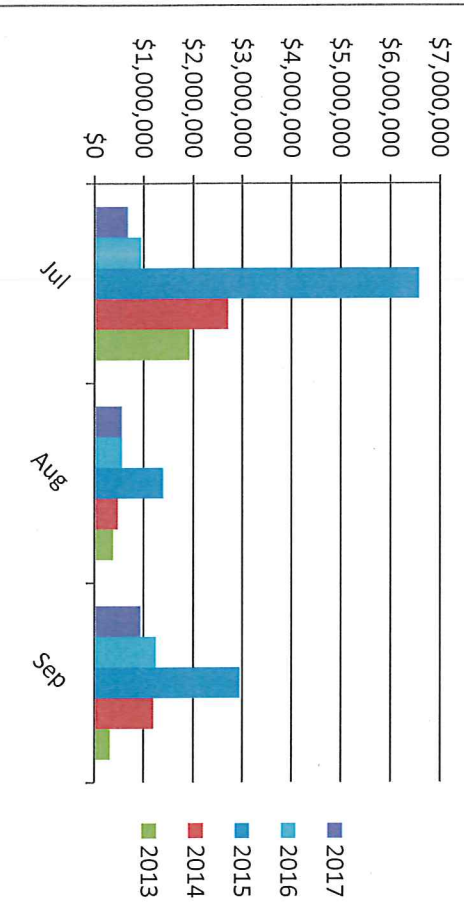
Total Improvement Value Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2017	\$74,000	\$331,000	\$7,559,000	\$1,214,000	\$8,277,000	\$1,171,000	\$671,000	\$547,000	\$937,000				\$20,781,000
2016	\$479,000	\$1,034,000	\$2,977,000	\$1,699,000	\$2,257,000	\$113,000	\$945,000	\$555,000	\$1,246,000				\$11,305,000
2015	\$0	\$57,000	\$941,000	\$3,671,000	\$1,516,000	\$3,067,000	\$6,572,000	\$1,391,000	\$2,944,000				\$20,159,000
2014	\$311,000	\$206,000	\$4,457,000	\$4,101,000	\$25,076,000	\$35,000,000	\$2,712,000	\$470,000	\$1,203,000				\$73,536,000
2013	\$1,470,000	\$101,000	\$953,000	\$2,413,000	\$91,000	\$1,952,000	\$1,922,000	\$373,000	\$308,000				\$9,583,000

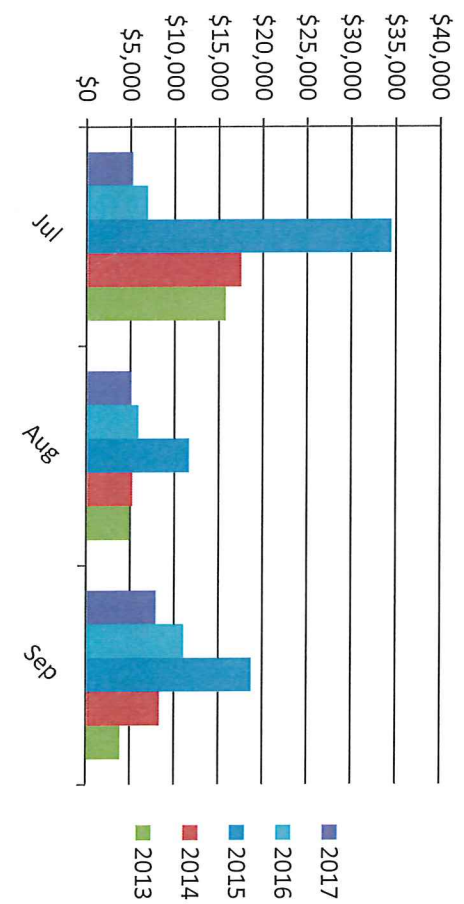
Total Fees Received Comparison

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	YTD
2017	\$1,006	\$3,995	\$35,959	\$9,819	\$39,400	\$10,063	\$5,237	\$5,075	\$7,933				\$118,487
2016	\$3,860	\$7,490	\$18,014	\$12,229	\$16,500	\$1,553	\$6,946	\$5,912	\$11,069				\$83,573
2015	\$0	\$762	\$8,610	\$24,464	\$12,214	\$18,787	\$34,441	\$11,625	\$18,742				\$129,645
2014	\$2,414	\$1,980	\$21,811	\$22,054	\$106,382	\$20,451	\$17,496	\$5,278	\$8,360				\$206,226
2013	\$9,824	\$1,416	\$7,030	\$15,486	\$1,408	\$10,443	\$15,753	\$4,939	\$3,882				\$70,181

Total Improvement Value Comparison



Total Fees Received Comparison



RESOLUTION APPROVING ENGINEER'S STATEMENT OF COMPLETION AND
ACCEPTING THE 2017 PCC PATCH REPAIR, BEING PROJECT NO. STR17002, WITH A
FINAL PROJECT COST
IN THE AMOUNT OF \$649,637.40

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the 2017 PCC Patch Repair Project, and

WHEREAS, said project has been completed by Con-Struct Inc. of Marshalltown, Iowa, pursuant to the plans and specifications all as is set forth in the Engineer's Statement of Completion covering said project.

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

Section 1. That the labor and material for the 2017 PCC Patch Repair Project, being project No. STR17002, is hereby accepted pursuant to the Engineer's Statement of Completion and the City Clerk is hereby authorized and directed to do all things necessary to complete the contract with Con-Struct, Inc., including the payment of the items called for in said contract and Statement of Completion.

Passed this 13th day of November, 2017 and signed this _____ day of November, 2017

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

CITY OF MARSHALLTOWN, IOWA

CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE WORK

CONTRACTOR: Con-Struct Inc. PROJECT NO.: 17002

ADDRESS: 1710 East Main Street, Marshalltown, IA. 50158

SURETY: Merchants Bonding Company (Mutual)

ADDRESS: P.O. Box 14498, Des Moines, IA. 50306

KIND OF WORK: Concrete Street Patching

CONTRACT COMPLETION DATE: September 30th, 2017

This is to certify that the work covered by the contract with Con-Struct

On the above project, let May 9th, 2017 and dated May 23rd, 2017 with an original

contract amount of \$538,360.00 consisting of PCC Street Patching and located in the City of

Marshalltown was completed on the 30th day of September, 2017 and that the materials listed on the

attached final estimate were delivered and placed by the Contractor.

Final Contract Amount: \$649,637.40 Liquidated Damages: None Retainage: \$32,481.87

Tax Form ST-172 Rec'd X Lien Waivers Received: None I hereby further

certify that this report was prepared by me or under my direct personal supervision and that I am a duly
registered Professional Engineer under the laws of the State of Iowa and I hereby recommend acceptance
of this work.

Signed: _____ Iowa Reg. No. 18950 Date: _____

Justin E. Nickel, PE, City Engineer

APPROVED AND WORK ACCEPTED BY THE CITY OF MARSHALLTOWN, IOWA

By: _____

James L. Lowrance, Mayor

Attest: _____

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 FOR THE 2017 PCC
PATCH REPAIR PROJECT # STR 17002
AN INCREASE OF \$111,277.40

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with Construct, Inc., for the labor and material for the 2017 PCC Patch Repair Project #STR17002; and

WHEREAS an increase is requested for additional items to complete the project.

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

Section 1. That the contract Change Order #1 for the 2017 PCC Patch Repair Project, in the increased amount of \$111,277.40 is hereby accepted and approved.

Passed this 13th day of November 2017, and signed this ____ day of _____, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CHANGE ORDER

OWNER: CITY OF MARSHALLTOWN, IOWA
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR: CON-STRUCT, INC.
1710 E. MAIN ST.
MARSHALLTOWN, IA. 50158

PROJECT: 2017 PCC PATCH REPAIR

SUBJECT: CHANGE ORDER #1

PROJECT NUMBER: STR 17002

DATE: OCTOBER 27th, 2017

You are hereby ordered to make the following changes from the plans or do the following work on your contract for the above referenced project.

A) DESCRIPTION OF CHANGES TO BE MADE OR EXTRA WORK TO BE DONE:

CONTRACT ITEMS:

- 7001) Increase the amount of **Full Depth Patch, 8" PCC, w/6" Choke Stone Base** by 1,274.3 Square Yards
- 7002) Decrease the amount of **Triax Geogrid Fabric** by 1,977.4 Square Yards
- 7003) Increase the amount of **Traffic Control** by 0.10 Lump Sum
- 7004) Increase the amount of **Seed, Fertilize, and Mulch** by 0.10 Lump Sum
- 7005) Increase the amount of **Mobilization** by 0.10 Lump Sum

NON-CONTRACT ITEMS (EXTRA WORK ORDER):

- 8001) **Storm Sewer Repair**, 1.0 Lump Sum

B) REASON FOR ORDERING CHANGES OR EXTRA WORK:

CONTRACT ITEMS:

- 7001) The increase in the amount of **Full Depth Patch, 8" PCC, w/6" Choke Stone Base** was due to fixing additional areas
- 7002) The decrease in the amount **Triax Geogrid Fabric** was due to over estimating plan quantity
- 7003) The increase in the amount of **Traffic Control** was due to adding additional patch areas not originally in the contract
- 7004) The increase in the amount of **Seed, Fertilize, and Mulch** was due to adding additional patch areas not originally in the contract
- 7005) The increase in the amount of **Mobilization** was due to adding additional patch areas not originally in the contract

NON-CONTRACT ITEMS (EXTRA WORK ORDER):

- 8001) The addition of the **Storm Sewer Repair** was due to fixing a broken section of pipe under a section of patch

Original Contract:	\$	538,360.00
Change Order #1 Net Value:	\$	111,277.40
New Contract Price:	\$	649,637.40

Receipt is acknowledged of this change order and terms of settlement are hereby agreed to.

CONTRACTOR: CON-STRUCT, INC.

CITY ENGR:

BY:

DATE:

DATE:

10/31/17

CITY OF MARSHALLTOWN
PROJECT NO. STR 17002
2017 PCC PATCH REPAIR PROJECT
CONTRACTOR: CON-STRUCT, INC.

CHANGE ORDER: 1

DATE OF THIS ESTIMATE: 10/27/2017

CONTRACT AMOUNT: \$538,360.00

ITEM NO.	ITEM	QUANTITY	UNIT	CONTRACT PRICE	COMPLETE TO DATE	DOLLAR AMOUNT
1	FULL DEPTH PATCH, 8" PCC, w/6" CHOKE STONE BASE	5,344.0	SY	\$90.00	6,618.3	\$595,647.00
2	TRIAX GEOGRID FABRIC	3,100.0	SY	\$4.00	1,122.6	\$4,490.40
3	MANHOLE RING & COVER REPLACEMENT w/ WRAPID SEAL	8.0	EA	\$1,500.00	8.0	\$12,000.00
4	TRAFFIC CONTROL	1.0	LS	\$10,000.00	1.1	\$11,000.00
5	SEED, FERTILIZE, AND MULCH	1.0	LS	\$8,000.00	1.1	\$8,800.00
6	MOBILIZATION	1.0	LS	\$15,000.00	1.1	\$16,500.00
Total Items 1-6:						\$648,437.40

ITEM NO	EXTRA WORK ORDER	QUANTITY	UNIT	CONTRACT PRICE	COMPLETE TO DATE	DOLLAR AMOUNT
1	STORM SEWER REPAIR	1.0	LS	\$1,200.00	1.0	\$1,200.00
Extra Work Total:						\$1,200.00

Total Cost: \$649,637.40
Original Contract Amount: \$538,360.00
Final Quantities: \$111,277.40

NEW CONTRACT AMOUNT: \$649,637.40

APPROVED BY
CONTRACTOR

Justin Nickel, P.E.
Public Works Director/City Engineer

RESOLUTION APPROVING ENGINEER'S STATEMENT OF COMPLETION AND
ACCEPTING THE 2017 SIDEWALK & RAMP, BEING PROJECT NO. STR17001, WITH A
FINAL PROJECT COST
IN THE AMOUNT OF \$273,454.21

WHEREAS, the City of Marshalltown, Iowa has heretofore entered into a contract for labor and material for the 2017 Sidewalk & Ramp Project, and

WHEREAS, said project has been completed by OEL Construction Services, Inc, Des Moines, Iowa, pursuant to the plans and specifications all as is set forth in the Engineer's Statement of Completion covering said project.

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

Section 1. That the labor and material for the 2017 Sidewalk & Ramp Project, being project No.STR17001, is hereby accepted pursuant to the Engineer's Statement of Completion and the City Clerk is hereby authorized and directed to do all things necessary to complete the contract with OEL Construction Services, Inc., including the payment of the items called for in said contract and Statement of Completion.

Passed this 13th day of November, 2017 and signed this _____ day of November, 2017

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, City Clerk

CITY OF MARSHALLTOWN, IOWA

CERTIFICATE OF COMPLETION AND FINAL ACCEPTANCE WORK

CONTRACTOR: OEL Construction Services, Inc. PROJECT NO.: 17001

ADDRESS: 1306 River Road S - Steamboat Rock, IA. 50672

SURETY: Employers Mutual Casualty Company

ADDRESS: 717 Mulberry St, Des Moines, IA. 50309

KIND OF WORK: Sidewalk and Ramp Remove and Replace

CONTRACT COMPLETION DATE: August 31st, 2017

This is to certify that the work covered by the contract with OEL Construction Services, Inc.

On the above project, let May 9th, 2017 and dated May 23rd, 2017 with an original

contract amount of \$259,934.50 consisting of Sidewalk and Sidewalk Ramps and located in the City of

Marshalltown was completed on the 31st day of August, 2017 and that the materials listed on the attached

final estimate were delivered and placed by the Contractor.

Final Contract Amount: \$273,454.21 Liquidated Damages: None Retainage: \$13,672.71

Tax Form ST-172 Rec'd X Lien Waivers Received: None I hereby further

certify that this report was prepared by me or under my direct personal supervision and that I am a duly

registered Professional Engineer under the laws of the State of Iowa and I hereby recommend acceptance

of this work.

Signed: _____ Iowa Reg. No. 18950 Date: _____

Justin E. Nickel, PE, City Engineer

APPROVED AND WORK ACCEPTED BY THE CITY OF MARSHALLTOWN, IOWA

By: _____

James L. Lowrance, Mayor

Attest: _____

Shari L. Coughenour, CMC, City Clerk

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 FOR THE 2017
SIDEWALK & RAMP PROJECT # SDW 17001
AN INCREASE OF \$13,519.71

WHEREAS the City of Marshalltown, Iowa, has heretofore entered into a contract with OEL Construction Services, Inc., for the labor and material for the 2017 Sidewalk & Ramp Project #SDW17001; and

WHEREAS an increase is requested for additional items to complete the project.

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

Section1. That the contract Change Order #1 for the 2017 Sidewalk & Ramp Project, in the increased amount of \$13,519.71 is hereby accepted and approved.

Passed this 13th day of November 2017, and signed this _____ day of _____, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN
PROJECT NO. SDW 17001
2017 SIDEWALK & RAMP REPAIR

Contractor: OEL Construction Services, Inc.

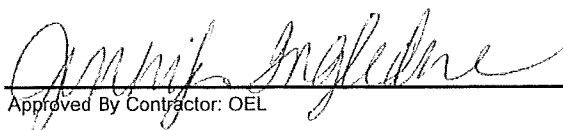
CHANGE ORDER 1
"Final Quantities"
DATE OF THIS ESTIMATE: 9/21/2017
CONTRACT AMOUNT: \$259,934.50

ITEM NO.	ITEM	QUANTITY	UNIT	CONTRACT PRICE	COMPLETE TO DATE	DOLLAR AMOUNT
1	Concrete Sidewalk Removal Only	1,026.0	SF	\$ 4.00	1,076.0	\$ 4,304.00
2	4" PCC Sidewalk Remove & Replace, Class C	5,234.0	SF	\$ 7.00	6,743.3	\$ 47,203.10
3	6" PCC Sidewalk Remove & Replace, Class C	10,899.0	SF	\$ 8.50	10,752.3	\$ 91,394.41
4	Detectable Warning Panel 2'x4' "Cast In Place"	191.0	EA	\$ 200.00	199.0	\$ 39,800.00
5	Detectable Warning Panel 2'x5' "Cast In Place"	3.0	EA	\$ 200.00	3.0	\$ 600.00
6	Detectable Warning Panel 2'x6' "Cast In Place"	1.0	EA	\$ 200.00	1.0	\$ 200.00
7	30" Curb & Gutter, Remove & Replace	2,174.0	LF	\$ 36.50	2,239.8	\$ 81,752.70
8	Seeding, Fertilize, and Mulch	1.0	LS	\$ 1,700.00	1.0	\$ 1,700.00
9	Traffic Control	1.0	LS	\$ 2,500.00	1.0	\$ 2,500.00
10	Mobilization	1.0	LS	\$ 4,000.00	1.0	\$ 4,000.00

Total Items 1-10 \$ 273,454.21

Total Cost: \$ 273,454.21
Original Contract Amount: \$ 259,934.50
Final Quantities Cost Adjustment: \$ 13,519.71

NEW CONTRACT AMOUNT \$ 273,454.21


Approved By Contractor: OEL

Justin Nickel, P.E.
Public Works Director/City Engineer

CHANGE ORDER

OWNER: CITY OF MARSHALLTOWN, IOWA
DEPARTMENT OF PUBLIC WORKS

CONTRACTOR: OEL CONSTRUCTION SERVICES, INC.
1306 RIVER ROAD
STEAMBOAT ROCK, IA. 50672

PROJECT: 2017 SIDEWALK & RAMP REPAIR

SUBJECT: CHANGE ORDER #1

PROJECT NUMBER: SDW 17001

DATE: SEPTEMBER 28th, 2017

You are hereby ordered to make the following changes from the plans or do the following work on your contract for the above referenced project.

A) DESCRIPTION OF CHANGES TO BE MADE OR EXTRA WORK TO BE DONE:

CONTRACT ITEMS:

- 7001) Increase the amount of **Concrete Sidewalk Removal Only** by 50.0 square feet
- 7002) Increase the amount of **4" PCC Sidewalk Remove & Replace, Class C** by 1,509.3 square feet
- 7003) Decrease the amount of **6" PCC Sidewalk Remove & Replace, Class C** by 146.7 square feet
- 7004) Decrease the amount of **Detectable Warning Panel 2'x4' "Cast in Place"** by 8 each
- 7005) Increase the amount of **30" Curb & Gutter, Remove & Replace** by 65.8 linear feet

B) REASON FOR ORDERING CHANGES OR EXTRA WORK:

CONTRACT ITEMS:

- 7001) Increase the amount of Concrete Sidewalk Removal Only was due to including additional sidewalks to the project
- 7002) The increase in the amount of 4" PCC Sidewalk Remove & Replace, Class C was due to an under estimation of plan quantity
- 7003) The decrease in the amount of 6" PCC Sidewalk Remove & Replace, Class C was due to an overestimate of plan quantity
- 7004) Increase the amount of Detectable Warning Panel 2'x4' "Cast in Place" was due to adding additional sidewalks to the project
- 7005) The increase in the amount 30" Curb & Gutter, Remove & Replace was due to including additional damaged curb & gutter in the established work areas

Original Contract Price:	\$ 259,934.50
Change Order #1 Net Value:	\$ 13,519.71
Final Contract Price:	\$ 273,454.21

Receipt is acknowledged of this change order and terms of settlement are hereby agreed to.

CONTRACTOR: OEL CONSTRUCTION SERVICES, INC.

CITY ENGR: _____

BY: *Janet Ingledue*

DATE: _____

DATE: 10/3/17

PROJECT ENGR: _____

DATE: _____

RESOLUTION APPROVING CONTRACT CHANGE ORDER #1 FOR THE PURCHASE
AND INSTALLATION OF VOIP-CAPABLE PHONES

WHEREAS, the City of Marshalltown, Iowa, has heretofore entered into a contract with Marco for the purchase and installation of a new VOIP-capable phone system; and

WHEREAS, phone type and quantity changes, along with functionality with existing building systems, has resulted in multiple change orders totaling \$11,344.10.

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

Section1. That the contract Change Order #1 for the purchase and installation of VOIP-capable phones, in the amount of \$11,344.10 is hereby accepted and approved.

Passed this 13th day of November 2017, and signed this _____ day of _____, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



James L. Lowrance, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, City Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5734
Fax - (641) 754-5793

CITY CLERK'S OFFICE

November 1, 2017

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

From: Anne Selness
Parks and Recreation Director

Re: Park and Recreation Master Plan Adoption

Policy Issue: Approval to Adopt the 2018-2028 Parks and Recreation Master Plan

Recommendation: Staff recommends approving the 2018-2028 Parks and Recreation Master Plan completed by Bolton and Menk, Inc.

Background: The Parks and Recreation Department was in need of a Master Plan to provide a 10 year vision for parks, recreation, open spaces and trail connectivity. Bolton and Menk, Inc. prepared the Parks and Recreation Master Plan in consultation with the public at three open house events and with more than 1000 survey respondents in both English, Spanish and a youth version. Comment card boxes were also placed in five busy park and trail areas throughout the city. The draft plan was placed on the City website on October 19th for any additional public comments.

The finished report includes the following:

- Summary of parks, open space, trails and recreation inventory.
- Summary of all public input and analysis of what the community needs and values regarding parks and recreation amenities in Marshalltown.
- Recommendations based on public input for improving parks and recreation opportunities.
- Descriptions of how the City can improve accessibility, reduce maintenance, diversify park amenities and improve operations.

The report will serve as a guiding document for how the City approaches future improvements to parks, trails and recreation, as well as how to allocate funds and resources for the Parks Department.

Budget Impact: No

Attachment: Yes

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Dan Kester, Bethany Wirin



RESOLUTION APPROVING THE ADOPTION OF THE 2018-2028 PARKS AND RECREATION MASTER PLAN PREPARED FOR THE MARSHALLTOWN PARKS AND RECREATION DEPARTMENT BY BOLTON AND MENK, INC. OF DES MOINES, IOWA.

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a 2018-2028 Parks and Recreation Master Plan Submitted by Bolton and Menk, Inc..

WHEREAS, the City 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.

WHEREAS the City of Marshalltown, Iowa Parks and Recreation Department provides outdoor and year round indoor recreational opportunities for Marshalltown and surrounding communities, and is responsible for 21 park areas, 20 playgrounds, 29 open shelters, five rental buildings, eight restrooms, five tennis courts, four basketball courts, a disc golf course, numerous flowerbeds, a 60 site campground, 8 mile recreational trail, an Aquatic Center, the South Sixth Street Softball Complex, the Veterans Memorial Coliseum and a skate park facility.

WHEREAS the Parks and Recreation Department has never had a Master Plan to coordinate and efficiently operate all of the facilities and recreational opportunities, and

WHEREAS this new plan sets the direction for the Parks and Recreation Department for the next 10 years and is in the best interest of the City of Marshalltown.

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

Section 1. That the 2018-2028 Parks and Recreation Master Plan developed with the help of residents of the City of Marshalltown and Bolton and Menk, Inc. is hereby fully approved in all respects and particulars.

Section 2. This 2018-2028 Parks and Recreation Master Plan shall be considered in full force and effect from and after its signature by all parties, as required.

Passed this 13th day of November, 2017 and signed this day of November, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



James Lowrance, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

City Administrator's Office

To: Mayor Lowrance and the City Council
From: Jessica Kinser, City Administrator
Date: November 9, 2017
RE: TIF Grant for 212 E. State St.

Policy Issue: Council must approve use of funds not budgeted

Recommendation: To approve the resolution as proposed

Background: The Council first discussed the concept of participating in the removal of blighted structures on the September 25th agenda. Based on the discussion at that meeting, I communicated with Dr. Sundaram of Avita Properties that the Council would consider participating in removing a blighted structure. Avita Properties closed on the Anderson Funeral Home property at 212 E. State Street in mid-October and is looking to demolish the building. The demolition estimate is \$65,350 and the asbestos abatement estimate is \$18,500, totaling \$83,850. The resolution before you proposes the City contribute 20 percent of the total estimate, or \$16,770. The funds are proposed to come from the TIF fund for Downtown, which can only be spent on items connected back to the Urban Renewal Plan for the area.

The building meets the definition of blight as it is deteriorating, has a faulty lot layout which creates a safety hazard along Highway 14, and generally creates an economic liability for continued development in downtown.

Budget Impact: \$16,770 to come from TIF funds already on-hand in the Downtown TIF District (can only be used for purposes stated in the current urban renewal plan for the Downtown area)

Attachment: None

City Council

Leon Lamer, Bill Martin, Joel Greer, Al Hoop,
Dan Kester, Michael Gowdy, Bethany Wirin



RESOLUTION _____

Approving Economic Development Grant to Avita Properties

WHEREAS, the City of Marshalltown, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 4 (the "Urban Renewal Area"); and

WHEREAS, this Council approved Amendment No. 2 to the urban renewal plan for the Urban Renewal Area on August 14, 2017, which included the description of an urban renewal project related to funding the demolition of dangerous and dilapidated buildings in the Urban Renewal Area and authorized the use of up to \$1,000,000 in incremental property tax revenues for this purpose; and

WHEREAS, the City has received an application from Avita Properties for a grant of incremental property tax revenues in the amount of \$ _____ (the "Grant") to be used in the demolition of the former Anderson Funeral Home located at 212 E. State Street (the "Avita Properties Project"); and

WHEREAS, Chapter 15A of the Code of Iowa ("Chapter 15A") declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the Council hereby finds that:

(a) The Avita Properties Project will remove a blighted structure from the Urban Renewal Area and will make it possible for new development to occur;

(b) The Avita Properties Project will generate public gains and benefits which are warranted in comparison to the amount of the proposed Grant.

Section 2. The Council further finds that a public purpose will reasonably be accomplished by providing a grant to Avita Properties and the Grant, in the amount of \$ _____, is hereby approved.

Section 3. The Grant shall be paid from incremental property tax revenues generated within the Urban Renewal Area.

Section 4. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved this 13th day of November, 2017.

Mayor

Attest:

City Clerk

**RESOLUTION AUTHORIZING THE CITY HOUSING & COMMUNITY DEVELOPMENT
DEPARTMENT TO SUBMIT A GRANT APPLICATION TO THE MARTHA-ELLEN TYE
FOUNDATION FOR A NEIGHBORHOOD REVITALIZATION PROGRAM**

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

WHEREAS the City has administered a variety of housing related grant programs over the years and is currently proposing the implementation of a neighborhood revitalization program in connection with community housing goals; and

WHEREAS a portion of the program funding would be covered by previous housing grant funds which area available; and

WHEREAS the staff is proposing a request to be made to the Martha-Ellen Tye Foundation for \$50,000 matching funds to support the program in 2018; and

WHEREAS the City Council has found the request to apply for funding to be in the best interest of the City.

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

Section 1. This Council hereby authorizes City staff to prepare and submit a grant application to the Martha-Ellen Tye Foundation to support a neighborhood revitalization program.

Passed this ____ day of November 2017 and signed this ____ day of November 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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

November 13, 2017

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

From: Michelle Spohnheimer, Housing & Community Development Director

Re: Martha-Ellen Tye Foundation Grant Award for a Neighborhood Revitalization Program

Policy Issue: The Housing & Community Development Department has spent many years focusing on community housing initiatives. Most recently community input through Vision Marshalltown and research included in the Housing Needs Assessment support continued neighborhood revitalization efforts. Improving the existing housing stock and the general appearance of neighborhoods has long been a community priority. The department has administered a variety of housing programs such as the Lead Hazard Control, CDBG, NSP and property maintenance grant programs. This program is proposed to be an extension of services related to previous efforts yet more focused on neighborhood development, education and exterior appearances rather than hard rehab costs. Attention would be directed at two neighborhoods yet to be identified. Some information would be available community wide.

Recommendation: In addition to the grant request staff recommends using prior grant funds which have been recaptured through various processes such as lien enforcement or repayment agreements to support the majority of anticipated expenses associated with the administration of such a program. Joyce Brown currently serves as the Grant Program Manager for our lead grant and her duties include other housing related grant administration such as this program.

Background: The City has administered a number of housing related grants over the years and this is another opportunity to improve housing in our community and encourage property owners to participate in the change. We have seen over the years a need for education related to housing issues and we believe this could be an opportunity to outreach to property owners about a variety of areas such as nuisance, property maintenance, code requirements, public safety, energy efficiencies, neighborhood associations and general neighborhood improvement opportunities.

Budget Impact: The grant amount request will be for \$50,000 to be made available during 2018 to support the program outreach efforts and neighborhood improvements.

Attachment: General program concept and funding breakdown.

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop,
Dan Kester, Bill Martin, Bethany Wirin



Neighborhood Revitalization Program Plan

The City of Marshalltown has had a focus on neighborhood revitalization efforts through various programs such as the Lead Hazard Control Grant, CDBG, Neighborhood Stabilization Program, Dangerous Building enforcement and other activities.

Vision Marshalltown has identified Improving Housing Opportunities as a primary goal with a specific target on Neighborhood revitalization of two neighborhoods in 2018. The Housing Committee has met and discussed this goal and determined that in order to make significant progress it is recommended that a dedicated staff person be responsible for implementation and organization of the efforts.

The City of Marshalltown has the opportunity to partially fund a staff person for a one year period using some prior grant funds available. We would like to request the support of the Martha-Ellen Tye Foundation through a grant application this December to complete the funding required.

The following is a summary of the program goals and staff responsibilities.

- The City is proposing to retain a full time staff person (Joyce Brown) as the Grants Program Manager for a 12 month period beginning January 1, 2018.
- Joyce will be responsible for evaluating potential neighborhoods which may be targeted for revitalization. Evaluation criteria may include items such as property conditions, ownership status, demographic data, identified improvement needs, availability of other community resources to be incorporated and participation interest.
- She would identify two neighborhoods which are best positioned for revitalization and education opportunities.
- She would be responsible for creating a strategy for revitalization and incorporating partners into the project. This may include service agencies such as MICA, Region 6, Habitat for Humanity, Police and Fire Departments and Alliant Energy. We will look for private partners such as local lenders, home improvement retailers, corporate partners and paint companies. She will also look for other grants which may support revitalization efforts. Finally she will coordinate volunteer efforts as part of the revitalization implementation effort.
- Joyce will be responsible for pulling together general neighborhood improvement resources that can be used to create a neighborhood association or how to start a neighborhood watch program. She will serve as a community resource for neighbors encouraging community pride through education.
- Joyce will also continue to pursue larger grant opportunities for the City such as additional Lead Hazard Control funds or CDBG program funding.
- Joyce would work with the Vision Marshalltown Director to outreach to the community and promote housing goals and successes.
- The City of Marshalltown would continue to house Joyce as a City Employee in her current position. Office space and general supporting services would be covered by the City of Marshalltown.

The following is an estimated budget for the proposed program.

Revenue/Funding Available	
City of Marshalltown prior grant funds	\$90,592.79
- Security Deposit Program \$6,828.10	
- NSP Program \$57,900.00	
- HUD Lead Grant \$25,864.69	
METF grant request	\$50,000.00
Property maintenance funds (City)	\$13,349.80
Private/corporate donations for materials	\$6,057.41
TOTAL	\$160,000.00
Expenses	
Wages (FT position)	\$71,750.00
Benefits	\$28,737.00
Promotional resources/printing/advertising	\$9,513.00
Property improvement expenses (estimated \$2,500 per property ~10 properties per neighborhood – 2 neighborhoods)	\$50,000.00
TOTAL	\$160,000.00

**RESOLUTION ACCEPTING BID AND AUTHORIZING THE PURCHASE OF A 2017
GLAVAL 25 FOOT BUS FOR THE TRANSIT DEPARTMENT, HOGLAND BUS CO.
FOR THE PRICE OF \$113,371.00**

WHEREAS the City of Marshalltown, Iowa desires to procure a 2017 Glaval 25 Foot Bus and let bids for this purpose; and

WHEREAS Hagland Bus Co. submitted a bid for \$113,371.00, and

WHEREAS acceptance of this bid is in the best interest of the City of Marshalltown.

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

Section 1. That the City of Marshalltown accepts the bid from Hagland Bus Co. for said bus in the amount of \$113,371.00.

Section 2. The Council of the City of Marshalltown is hereby authorized to enter into agreements on behalf of the City of Marshalltown to purchase said vehicle at the above referenced price and conditions.

Passed this 13th day of November, 2017, and signed this 13th day of November, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



James L. Lowrance, Mayor
Jessica Kinser, 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

November 6, 2017

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

From: Rich Stone
Transit Division, Public Works

Re: Purchase of a Light duty bus for \$113,371.00 from Hogland Bus Co.in
Marshalltown, Iowa.

Policy Issue: City policy requires Governing Body approval of equipment purchases when consideration exceeds \$5,000.

Recommendation: Staff recommends approving the purchase of the 2017 Glaval 25 foot bus from Hogland. Hogland has secured the state bus contract for this type of vehicle.

Background: An agreement with the Iowa DOT was approved in June to finance the purchase of one light duty bus. The State will pay 85% of the cost, up to \$110,000. The agreement is valid from January 25, 2017 until January 24, 2019. The purchase of the new bus is not included in the current CIP.

Budget Impact: The City shall receive reimbursement of eligible costs up to \$110,000. The City's anticipated share may be \$19,871.

Attachment: Pricing Information, state bid information, funding agreement

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Dan Kester, Bill Martin, Bethany Wirin



IOWA 2014 ADA Accessible Vehicles for Public Transit

Hoglund Bus Co., Inc Order Form

Proposal # LT01194

Order Form for 2017 Extension of LT01194

Updated 10/01/2017

Quantity: One

Legal Name: Marshalltown Municipal Transit
Address: 905 east Main Street
City, State, Zip: Marshalltown, IA 50158
Contact Name: Richard Stone

Phone Number: 641-754-5719
Fax Number: 641-754-4148
Email Address: stone@ci.marshalltown.ia.u

Vendor Name: Hoglund Bus Co., Inc
Vendor Contact: Evan Saxton-Williams
Bus Manufacturer: Glaval
Model & Gas/Diesel: Gasoline

Bus GVRW: _____
Chassis Manufacturer: Ford
Chassis Wheelbase: 176"
Vehicle Length: Approx. 25'

Vehicle Item # _____ 17 # of Passenger Seats three # of WC Positions

Lift Manufacturer & Model: Braun Front _____ Rear X

Wheelchair Securements Manufacturer & Model: Q-Straint Slide-n-Click

Floor Plan Attached (Required): Yes _____ No _____

Inspection Site/Location: _____ Recipient's Ford/GM Fleet #: _____

BASE PRICE (includes freight - manufacturer to vendor & all rebates) \$ 97544.00

TOTAL OPTIONS (from page 2) \$ 13496.00

TOTAL OPTIONS (from page 3) \$ 2331.00

VEHICLE TOTAL \$ 113,371.00

NOTES

Recipient Signature: _____

Date: _____

Vendor Signature: _____

Date: _____

Fabric Color: _____

Flooring Type and Color: _____

Options Selected

(Attach to Vehicle Order Form)

OPTIONS: Select from vehicle specifications optional equipment list.

<u>Option #</u>	<u>Description</u>	
51F	insulate coolant lines to rear heater	\$ 275.00
68A)a	chassis repair manual	\$ 380.00
68E	body repair manual	\$ 520.00
70G)a	6" X 30" interior mirror	\$ 150.00
70C	remote mirrors	\$ 565.00
70D	turn signals incorp int ext. mirrors	\$ 150.00
72B	heated wiper blades	\$ 275.00
80	rust proof cab	\$ 690.00
79	undercoat entire underbody	\$ 475.00
82B	luminator vista destination sign	\$ 2,525.00
87A	prewire for 2 way radio	\$ 300.00
71B	bonded windows	\$ 1,725.00
6A	fuel plate cover on floor	\$ 125.00
9	driver side step	\$ 75.00
11D	rear tow hooks	\$ 95.00
15B	s.s. battery tray	\$ 365.00
15C	8D battery	\$ 465.00
16	225 amps alternator	\$ 890.00
26	extended body length	\$ 915.00
29	standard roof safety vent	\$ 235.00
30A	manual passenger door with lock	\$ 100.00
40	driver seat belt extender	\$ 30.00
43B	w/c & storage rack	\$ 290.00
44D	under seat storage for securements	\$ 375.00
44F	webbing loops for scooters	\$ 36.00
47E	ceiling grab rails standee loops	\$ 560.00
48A	verticle rail w/ modesty panel	\$ 135.00
49B	roof mounted condenser	\$ 775.00
TOTAL (Place total amount in space on vehicle order form)		\$ 13,496.00

(Attach to Vehicle Order Form)

Option #

44

\$ 291.00

\$ 2,040.00

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$

\$

\$

\$

\$

\$

§

\$

\$

\$

\$ 2,331.00

<u>Class</u>	<u>Manufacturer (Vendor)</u>	<u>4/2016 Prices</u>	<u>4/2017 Prices</u>	<u>% Change</u>
Grp 1	MiniVan			
	Braun (Hoglund)	\$37,753	\$38,848	2.90%
	MV1 SE (Deere Brothers)	\$42,839	\$42,839	0.00%
	MV1 DX (Deere Brothers)	\$46,595	\$46,595	0.00%
	ElDorado Dodge Amerivan PT (Thomas)	\$39,447	\$39,447	0.00%
Grp 2	Conversion Van			
	Prime Time Ram Van (Masters)	\$53,761	Withdrawn	
Grp 3	LD 138			
	Elkhart Coach Chevy 8+1 (Davey)	\$48,489	\$46,523	-4.05%
	Elkhart Coach Ford 8+1 (Davey)	\$46,183	\$48,830	5.73%
	ElDorado Advantage 200 (Thomas)	\$45,734	\$48,234	5.47%
	Pacer Ford 8+1 (Masters)	\$47,437	\$46,437	-2.11%
	Impulse Ford 8+2 (Masters)	\$47,613	\$48,413	1.68%
	Glaval Universal/Titan II (Hoglund)	\$47,297	\$48,385	2.30%
	Pacer Chevy 8+1 (Masters)	\$49,984	\$49,984	0.00%
	Turtle Top Van Terra (Hoglund)	\$53,429	\$54,658	2.30%
Grp 3.1	Lowfloor			
	No Bid			
Grp 3.2	LD 158			
	Elkhart Coach Ford 12+2 (Davey)	\$48,232	\$48,591	0.74%
	Glaval Universal/Titan II (Hoglund)	\$47,789	\$48,888	2.30%
	ElDorado Advantage 220 (Thomas)	\$47,444	\$50,034	5.46%
	Elkhart Coach Chevy 12+2 (Davey)	\$50,337	\$50,708	0.74%
	Impulse Ford 12+2 (Masters)	\$47,616	\$47,616	0.00%

Grp 3.3	Lowfloor	Impule Chevy 12+2 (Masters)	\$48,616	\$49,416	1.65%
		Winnebago Metro Link (Hoglund)	\$52,027	Withdrawn	
		Turtle Top Odyssey (Hoglund)	\$59,071	\$60,489	2.40%
		Arboc Spirit (Hoglund)	\$87,225	Discontinued	
Grp 3.4	LD 170	Elkhart Coach Chevy 14+2 (Davey)	\$52,991	\$53,383	0.74%
		Elkhart Coach Ford 14+2 (Davey)	\$50,591	\$50,964	0.74%
		Impulse Ford 12+2 (Masters)	\$51,336	\$51,336	0.00%
		Impule Chevy 12+2 (Masters)	\$52,336	\$53,136	1.53%
		Glaval Universal/Titan II (Hoglund)	\$51,486	\$52,670	2.30%
Grp 3.5	Lowfloor	Glaval Tital II LF (Hoglund)	\$92,306	\$94,429	2.30%
		Arboc Spirit (Hoglund)	\$87,225	Discontinued	
Grp 3.6	LD 176	ElDorado Advantage 240 (Thomas)	\$50,709	\$53,340	5.19%
		Elkhart Coach Ford 16+2 (Davey)	\$51,897	\$52,290	0.76%
		Glaval Univeral/Titan II (Hoglund)	\$51,486	\$52,670	2.30%
		Elkhart Coach Chevy 16+2 (Davey)	\$53,543	\$53,943	0.75%
		Winnebago Metro Link (Hoglund)	\$52,777	Discontinued	
		Goschen GCII Chevy (Masters)	\$52,336	\$53,136	1.53%
		Goschen GCII Ford (Masters)	\$51,336	\$52,136	1.56%
		Turtle Top Odyssey (Hoglund)	\$63,820	\$65,352	2.40%

Grp 3.7	Lowfloor	Mainstream Ford 16+2 (Masters)	Discontinued	\$97,544	2.30%
		Glaval Titan II LF (Hoglund)	\$95,351	Discontinued	
		Arboc Spirit (Hoglund)	\$88,618		
Grp 4	MD 28Ft	G Force Ford 16+2 (Masters)	\$67,954	\$67,954	0.00%
		Glaval Entourage (Hoglund)	\$72,276	\$73,938	2.30%
		Glaval Legacy (Hoglund)	\$106,994	\$109,455	2.30%
		Champion Defender (Hoglund)	\$69,976	\$71,585	2.30%
		ElDorado Aero Elite 270 (Thomas)	\$67,809	\$69,582	2.61%
Grp 4.1	Lowfloor	Arboc Spirit (Hoglund)	\$114,944	Discontinued	
Grp 4.2	MD 29-32 Ft	G Force Ford 20+2 (Masters)	\$69,654	\$69,954	0.43%
		Glaval Entourage (Hoglund)	\$78,860	\$80,674	2.30%
		Glaval Legacy (Hoglund)	\$109,551	\$112,087	2.31%
		Champion Defender (Hoglund)	\$71,967	\$73,622	2.30%
		ElDorado Aero Elite 290 (Thomas)	\$69,704	\$71,447	2.50%
Grp 4.3	Lowfloor	New Flyer Xeelster 30-	\$318,963		
		Passport-HD (Thomas)	\$208,885	Discontinued	
Grp 4.4	MD 33-36 Ft	G Force Ford 24+2 (Masters)	\$76,626	\$77,426	1.04%
		Glaval Legacy (Hoglund)	\$110,929	\$113,480	2.30%
		Champion Defender (Hoglund)	\$80,539	\$82,391	2.30%
		ElDorado Aero Elite 320 (Thomas)	\$71,424	\$73,197	2.48%
Grp 4.5	Lowfloor	New Flyer Xeelster 35	\$328,463		
		Passport-HD (Thomas)	\$213,859	Discontinued	
Grp 4.6	MD 37-42 Ft	Sentinel International 30+2 (Masters)	\$116,313	Discontinued	

2.30%
2.30%

\$116,704
\$119,081

\$114,080
\$116,404

Glaval Legacy (Hoglund)
Champion Defender (Hoglund)

Withdrawn

\$409,119

New Flyer XD40

Grp 4.7 Lowfloor

TRANSIT JOINT PARTICIPATION AGREEMENT
TO IMPLEMENT A FEDERAL TRANSIT ADMINISTRATION (FTA)
BUS AND BUS FACILITIES PROJECT
[CFDA 20.526]

WHEREAS, the Iowa Department of Transportation (hereinafter called the DEPARTMENT) has, in accordance with Chapter 324A of the Code of Iowa, secured a grant under 49 U.S.C. 5339 from the Federal Transit Administration on behalf of Iowa public transit systems, and

WHEREAS, the **Marshalltown, City of (Marshalltown Municipal Transit)** (hereinafter called the AGENCY) has been duly designated as a public transit system by local officials, in accordance with Chapter 324A of the Code, and

WHEREAS, Grant IA-2017-002-00 (FTA execution date: 1/25/17) includes the project detailed below, programmed for the AGENCY:

Description of Project Element	FTA Code	Federal Funds Ceiling	% Federal Participation
1. One 176" light duty bus (repl 971)	11.12.15	\$ 93,500	85%
Total Federal Ceiling:		\$ 93,500	

NOW, THEREFORE, THE DEPARTMENT AND THE AGENCY HAVE AGREED THAT THE AGENCY shall proceed with implementation of the above-described project, subject to all terms, conditions and obligations connected with the federal grant, and also subject to such policies, procedures and conditions as have been established by the DEPARTMENT and which are documented in Part II of this AGREEMENT (found at http://www.iowadot.gov/transit/joint_participation.html).

BE IT FURTHER AGREED THAT THE DEPARTMENT shall reimburse the AGENCY for eligible costs of implementing each element of said project at the participation rate(s) and subject to the funding ceiling(s) delineated above.

THIS AGREEMENT TO BE IN EFFECT from **January 25, 2017, through January 24, 2019**. [Any project element not obligated twelve months prior to the original expiration date of this AGREEMENT will be forfeited, unless prior written approval of other arrangement(s) is received from the DEPARTMENT.]

IN WITNESS WHEREOF, the parties hereunto have caused this AGREEMENT to be executed by their proper officials thereunto duly authorized as of the dates below indicated, in consideration of the mutual covenants, promises and representations herein.

For The AGENCY:

James L. Lowrance, Mayor
City of Marshalltown

For the DEPARTMENT:



Stuart Anderson, Director
Planning, Programing and Modal Division
Iowa Department of Transportation

RESOLUTION APPROVING AGREEMENT AMENDMENT NO. 1 BY AND BETWEEN
THE CITY OF MARSHALLTOWN, IOWA, AND STORY CONSTRUCTION FOR
TEMPORARY FACILITIES FOR THE POLICE AND FIRE PROJECT, BEING PROJECT
NO. BLD 17001

WHEREAS, there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed agreement amendment number 1 by and between the City of Marshalltown, Iowa, and Story Construction relative to temporary facilities for the Police and Fire Project, Being Project No. BLD 17001.

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 agreement amendment number 1 by and between the City Of Marshalltown, Iowa and Story Construction relative to the Police and Fire Project, being Project No. BLD 17001, 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 13th day of November, 2017, and signed this ____ day of November, 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



James L. Lowrance, Mayor
Jessica Kinser, 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

November 6, 2017

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

From: Justin Nickel
Director of Public Works

Re: Amendment to Professional Services Agreement No. 1 – Story Construction for temporary facilities for the Police and Fire Project (BLD 17001) in the amount of \$348,000.

Policy Issue: City policy requires Governing Body approval of professional services agreements.

Recommendation: Staff recommends approving the Amendment to Agreement with Story for the temporary facilities. As the Construction Manager, Story will provide facilities that are not included in any bid from the 14 sub-contractors. Facilities include fencing, project trailers, signage, waste disposal, snow removal, and others

Background: Story has prepared a summary of temporary facilities to be provided under this amendment.

Budget Impact: The bonded funds have capacity to include this amendment for services. The \$348,000 was accounted for and reported as part of the total bid of \$11,077,290.00 at the September 25 City Council meeting.

Attachment: Agreement and supporting documents

cc: Jessica Kinser, City Administrator

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





CHANGE ORDER

Owner ☐
Architect ☐
Construction Manager ☐

PROJECT: Marshalltown Public Safety
City of Marshalltown

CHANGE ORDER NO.: 1

INITIATION DATE: November 7, 2017

OWNER: City of Marshalltown
14 N. Center Street
Marshalltown, Iowa 50158

CONSTRUCTION
MANAGER: Story Construction Co.
2810 Wakefield Circle
Ames, Iowa 50010

THE CONTRACT IS CHANGED AS FOLLOWS:

In accordance with AIA Document C132 – 2009 dated January 23, 2017, paragraph 11.2, 11.3, and 11.4, provide Temporary Facilities & Services as identified in the attached letter from Story Construction Co. dated October 16, 2017.

AMOUNT
\$ 348,000.00

Not valid until signed by the Construction Manager,
Architect and Owner.

STORY CONSTRUCTION CO.
Construction Manager
2810 Wakefield Circle, Ames, IA 50010

CITY OF MARSHALLTOWN
Owner
24 N Center Street, Marshalltown, IA 50158

By: _____ Date: _____

By: _____ Date: _____

PROCHASKA & ASSOCIATES
Architect
11317 Chicago Circle, Omaha, NE 68154

By: _____ Date: _____



October 16, 2017

Justin Nickel, P.E.
Director of Public Works
City of Marshalltown
24 N Center Street
Marshalltown, Iowa 50518

RE: Marshalltown Police & Fire Headquarters Project
Temporary Facilities Package

Dear Justin:

One activity that occurred while the bid packages were developed, bid and awarded was to assemble a scope of work for the required temporary facilities. Temporary facilities are activities and services necessary for a jobsite to operate efficiently, safely and comply with project and government regulations such as OSHA, state commissioning, project specifications, etc.

Under a General Contractor form of contract, the GC would include these services at cost plus a fee. This project is a Construction Manager contract. As such, Story Construction will manage this work as part of their manager contract. The billings for the work will be passed through at cost only (no markup) to the City. Examples of these services and activities and their approximate value are attached. These costs are already accounted for in the overall budget but have not been assigned to a contractor.

Story Construction seeks your approval to add the temporary services budget by change order to Story's Construction Management Contract. This is the most efficient and least expensive way to pay for these necessary costs. The budget amount is only an estimate. The City will only be billed for the actual costs incurred.

Sincerely,

STORY CONSTRUCTION CO.

Mike Welter
Project Manager

Mw/rl



Marshalltown Police & Fire Headquarters
Temporary Facilities & Services

Storm Water Pollution & Prevention, Monitoring & Erosion Control	\$ 25,000.00
Independent Building Commissioning	25,000.00
Signage (project, traffic control, etc.)	5,000.00
Final Project Cleaning	45,000.00
Utility Consumption (power, water, gas)	30,000.00
Sanitary Facilities	12,000.00
Temporary Heating/Cooling	25,000.00
Solid Waste Disposal	30,000.00
Security Fencing & Maintenance	16,000.00
Temporary Enclosures/Cold Weather Protection	65,000.00
Access Road Maintenance and Snow Removal	<u>70,000.00</u>
Total Temporary Facilities Budget	\$348,000.00



Marshalltown Police & Fire Station Headquarters

Cost Summary

Base Bid + Alternate 2 + Alternate 3

Bid Package	Bid Package Name	Base Bid plus Alt #2 and Alt #3	Budget	Difference	%
BP-5	Temporary Facilities (Pass Through Costs)	\$ 348,000	\$ 348,000	\$ -	0.0%
02-1	Site Demolition, Earthwork, Utilities & Erosion & Sediment Control (Bid Package 1)	\$ 596,070	\$ 780,000	\$ (183,930.00)	-23.6%
02-2	Sidewalks & Paving	\$ 520,000	\$ 545,984	\$ (25,984.00)	-4.8%
03-1	Concrete Foundations & Flatwork	\$ 667,000	\$ 638,144	\$ 28,856.00	4.5%
04-1	Masonry	\$ 1,251,000	\$ 1,098,831	\$ 152,169.00	13.8%
05-1	Steel	\$ 795,500	\$ 774,144	\$ 21,356.00	2.8%
06-1	General	\$ 1,197,000	\$ 1,020,169	\$ 176,831.00	17.3%
07-1	Membrane Roofing & Wall Panels	\$ 568,589	\$ 839,870	\$ (271,281.00)	-32.3%
08-1	Aluminum Storefronts, Curtainwalls & Glazing	\$ 636,900	\$ 550,905	\$ 85,995.00	15.6%
09-1	Gypsum Wall Assemblies	\$ 1,092,350	\$ 1,274,002	\$ (181,652.00)	-14.3%
09-2	Floor Coverings	\$ 227,500	\$ 179,198	\$ 48,302.00	27.0%
09-3	Painting	\$ 175,315	\$ 143,364	\$ 31,951.00	22.3%
14-1	Elevators	\$ 71,255	\$ 73,271	\$ (2,016.00)	-2.8%
21-1	Fire Suppression	\$ 106,050	\$ 137,244	\$ (31,194.00)	-22.7%
22-1	Plumbing & Mechanical	\$ 1,811,761	\$ 2,666,321	\$ (854,560.00)	-32.1%
26-1	Electrical Communications & Security	\$ 1,013,000	\$ 1,380,138	\$ (367,138.00)	-26.6%
	Total	\$ 11,077,290	\$ 12,449,585	\$ (1,372,295.00)	-11.0%

Marshalltown Police & Fire Station Headquarters

Alternate Summary

Alt #	Alternate Description	Cost of Alternate	Action
Alt #1	12 car Police Garage	\$ 61,867	Not Recommended
Alt #2	24 car Police Garage	\$ 143,067	Recommended
Alt #3	Add a 7th bay to Fire Apparatus Bay	\$ 111,361	Recommended
Alt #5	Change CAT 6 data cabling to CAT 6a	\$ 22,000	Not Recommended at this time

RESOLUTION APPROVING ENGINEERING SERVICES CONTRACT WITH HR GREEN, INC., AND THE CITY OF MARSHALLTOWN FOR THE IOWA RIVER LEVEE PROJECT IN THE CITY OF MARSHALLTOWN, IOWA, BEING PROJECT NUMBER 29113019A IN THE AMOUNT OF \$119,900.00

WHEREAS the contract with HR Green, Inc., for Engineering Services for the Iowa River Levee Project and that the said contract is now before this Council for final approval.

WHEREAS HR Green, Inc., of Cedar Rapids, IA, has executed a contract for Engineering Services and has filed its insurance certificate covering the full amount of said engineering services and that the said contract is now before this Council for final approval

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

Section 1. That the contract for Engineering Services for the Iowa River Levee Project in the amount of \$119,900.00, be accepted and approved.

Passed this 13th day of November 2017, and signed this ____ day of November 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



James L. Lowrance, Mayor
Jessica Kinser, 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

November 6, 2017

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

From: Justin Nickel
Director of Public Works

Re: Professional Services Agreement– HR Green, Inc. for ACOE Section 408 Review in the amount of \$119,900. The review is necessary for accreditation and modifications to the Iowa River Levee (29113019A).

Policy Issue: City policy requires Governing Body approval of professional services agreements.

Recommendation: Staff recommends approving the Agreement with HR Green for Army Corp of Engineers Section 408 Review. The Iowa River Levee is provisionally accredited at this time. In order to restore full accreditation, FEMA and the ACOE are requiring the City to raise the levee in various locations to provide a factor of safety against the 100 year flood. To prepare accurate elevations, HR Green must use river software modeling to indicate water surface elevations.

Background: HR Green has prepared a not to exceed amount of \$119,900 to prepare and coordinate the modeling.

Budget Impact: There are sufficient bonded stormwater funds to accept this agreement.

Attachment: Agreement

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Bill Martin, Dan Kester, Bethany Wirin





PROFESSIONAL SERVICES AGREEMENT

For

**Phase 1 – Iowa River and Lower Linn Creek Levee Improvements
Section 408 Review Process**

Justin E. Nickel, P.E.
Director of Public Works
24 N. Center Street
Marshalltown, IA 50158
(641) 754-5734

Teresa Stadelmann, P.E.
HR Green, Inc.
8710 Earhart Ln SW
Cedar Rapids, IA 52404

HR Green, Inc. Project No. 10100249.03

November 8, 2017

TABLE OF CONTENTS

1.0	PROJECT UNDERSTANDING
2.0	SCOPE OF SERVICES
3.0	DELIVERABLES AND SCHEDULES INCLUDED IN THIS AGREEMENT
4.0	ITEMS NOT INCLUDED IN AGREEMENT/SUPPLEMENTAL SERVICES
5.0	SERVICES BY OTHERS
6.0	CLIENT RESPONSIBILITIES
7.0	PROFESSIONAL SERVICES FEE
8.0	TERMS AND CONDITIONS

THIS **AGREEMENT** is between the City of Marshalltown (hereafter "CLIENT") and HR GREEN, INC. (hereafter "COMPANY").

1.0 Project Understanding

1.1 General Understanding

The primary purpose of the project is to obtain USACE authorization for the extent of project improvements depicted in the 2016 Phase 1 Preliminary Plans to raise the level of protection against Iowa River flooding in the City of Marshalltown. The proposed design includes plans to:

- raise the Iowa River levee to achieve adequate freeboard above the current Iowa River flood profiles for levee accreditation
- construct the Highway 14 flood closure structure
- raise the lower Linn Creek levees to achieve adequate freeboard adjacent to the N 18th Avenue bridge for levee accreditation
- reconstruct gatewells along the Iowa River and lower Linn Creek where the earthen levee is raised
- reconstruct the Linn Creek Greenbelt Recreational Trail impacted by the levee raise

1.2 Design Criteria/Assumptions

Set forth in Attachment A

2.0 Scope of Services

The CLIENT agrees to employ COMPANY to perform the following services:

Set forth in Attachment A

3.0 Deliverables and Schedule Included in this Agreement

Set forth in Attachment A

This schedule was prepared to include reasonable allowances for review and approval times required by the CLIENT and public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in the scope of the project requested by the CLIENT or for delays or other causes beyond the control of COMPANY.

4.0 Items not included in Agreement/Supplemental Services

The following items are not included as part of this agreement:

Set forth in Attachment A

Supplemental services not included in the agreement can be provided by COMPANY under separate agreement, if desired.

5.0 Services by Others

Set forth in Attachment A

6.0 Client Responsibilities

Set forth in Attachment A

7.0 Professional Services Fee

7.1 Fees

The fee for services will be based on COMPANY standard hourly rates current at the time the agreement is signed. These standard hourly rates are subject to change upon 30 days' written notice. Non salary expenses directly attributable to the project such as: (1) living and traveling expenses of employees when away from the home office on business connected with the project; (2) identifiable communication expenses; (3) identifiable reproduction costs applicable to the work; and (4) outside services will be charged in accordance with the rates current at the time the service is done.

7.2 Invoices

Invoices for COMPANY's services shall be submitted, on a monthly basis. Invoices shall be due and payable upon receipt. If any invoice is not paid within 15 days, COMPANY may, without waiving any claim or right against the CLIENT, and without liability whatsoever to the CLIENT, suspend or terminate the performance of services. The retainer shall be credited on the final invoice. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% (or the maximum legal rate) on the unpaid balance. In the event any portion of an account remains unpaid 60 days after the billing, COMPANY may institute collection action and the CLIENT shall pay all costs of collection, including reasonable attorney's fees.

7.3 Extra Services

Any service required but not included as part of this contract shall be considered extra services. Extra services will be billed on a Time and Material basis with prior approval of the CLIENT.

7.4 Exclusion

This fee does not include attendance at any meetings or public hearings other than those specifically listed in the Scope of Services. These service items are considered extra and are billed separately on an hourly basis.

7.5 Payment

The CLIENT AGREES to pay COMPANY on the following basis:

Time and material basis with a Not to Exceed fee of \$119,900.00.

8.0 Terms and Conditions

The following Terms and Conditions are incorporated into this AGREEMENT and made a part of it.

8.1 Standard of Care

Services provided by COMPANY under this AGREEMENT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

8.2 Entire Agreement

This Agreement, and its attachments, constitutes the entire understanding between CLIENT and COMPANY relating to professional engineering services. Any prior or contemporaneous agreements, promises, negotiations, or representations not expressly set forth herein are of no effect. Subsequent modifications or amendments to this Agreement shall be in writing and signed by the parties to this Agreement. If the CLIENT, its officers, agents, or employees request COMPANY to perform extra services pursuant to this Agreement, CLIENT will pay for the additional services even though an additional written Agreement is not issued or signed.

8.3 Time Limit and Commencement of Services

This AGREEMENT must be executed within ninety (90) days to be accepted under the terms set forth herein. The services will be commenced immediately upon receipt of this signed Agreement.

8.4 Suspension of Services

If the Project or the COMPANY'S services are suspended by the CLIENT for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the COMPANY shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension. In addition, upon resumption of services, the CLIENT shall compensate the COMPANY for expenses incurred as a result of the suspension and resumption of its services, and the COMPANY'S schedule and fees for the remainder of the Project shall be equitably adjusted.

If the COMPANY'S services are suspended for more than ninety (90) days, consecutive or in the aggregate, the COMPANY may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the CLIENT.

If the CLIENT is in breach of this Agreement, the COMPANY may suspend performance of services upon five (5) calendar days' notice to the CLIENT. The COMPANY shall have no liability to the CLIENT, and the CLIENT agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the CLIENT. Upon receipt of payment in full of all outstanding sums due from the CLIENT, or curing of such other breach which caused the COMPANY to suspend services, the COMPANY shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

8.5 Book of Account

COMPANY will maintain books and accounts of payroll costs, travel, subsistence, field, and incidental expenses for a period of five (5) years. Said books and accounts will be available at all reasonable times for examination by CLIENT at the corporate office of COMPANY during that time.

8.6 Insurance

COMPANY will maintain \$1,000,000 insurance for claims under the Worker's Compensation Laws, and from General Liability and Automobile claims for bodily injury, death, or property damage, and \$5,000,000 Professional Liability insurance for claims caused by the negligent performance by COMPANY's employees of the functions and services required under this Agreement.

8.7 Termination or Abandonment

Either party has the option to terminate this Agreement. In the event of failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party, then the obligation to provide further services under this Agreement may be terminated upon seven days written notice. If any portion of the services is terminated or abandoned by CLIENT, the provisions of this Schedule of Fees and Conditions in regard to compensation and payment shall apply insofar as possible to that portion of the services not terminated or abandoned. If said termination occurs prior to completion of any phase of the project, the fee for

services performed during such phase shall be based on a reasonable estimate of the portion of such phase completed prior to said termination.

8.8 Waiver

COMPANY's waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

8.9 Severability

If any provision of this Agreement is declared invalid, illegal, or incapable of being enforced by any Court of competent jurisdiction, all of the remaining provisions of this Agreement shall nevertheless continue in full force and effect, and no provision shall be deemed dependent upon any other provision unless so expressed herein.

8.10 Successors and Assigns

All of the terms, conditions, and provisions hereof shall inure to the benefit of and are binding upon the parties hereto, and their respective successors and assigns, provided, however, that no assignment of this Agreement shall be made without written consent of the parties to this Agreement.

8.11 Third-Party Beneficiaries

Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the COMPANY. The COMPANY's services under this Agreement are being performed solely for the CLIENT's benefit, and no other party or entity shall have any claim against the COMPANY because of this Agreement or the performance or nonperformance of services hereunder. The CLIENT and COMPANY agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors and other entities involved in this project to carry out the intent of this provision.

8.12 Governing Law and Jurisdiction

The CLIENT and the COMPANY agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Iowa without regard to any conflict of laws provisions, which may apply the laws of other jurisdictions.

It is further agreed that any legal action between the CLIENT and the COMPANY arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the State of Iowa.

8.13 Dispute Resolution

Mediation. In an effort to resolve any conflicts that arise during the design or construction of the project or following the completion of the project, the CLIENT and COMPANY agree that all disputes between them arising out of or relating to this Agreement shall be submitted to non-binding mediation unless the parties mutually agree otherwise. The CLIENT and COMPANY further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with subcontractors, sub-consultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

8.14 Attorney's Fees

If litigation arises for purposes of collecting fees or expenses due under this Agreement, the Court in such litigation shall award reasonable costs and expenses, including attorney fees, to the prevailing party.

8.15 Ownership of Instruments of Service

All reports, plans, specifications, field data, field notes, laboratory test data, calculations, estimates and other documents including all documents on electronic media prepared by COMPANY as instruments of service shall remain the property of COMPANY. COMPANY shall retain these records for a period of five (5) years following completion/submission of the records, during which period they will be made available to the CLIENT at all reasonable times.

8.16 Reuse of Documents

All project documents including, but not limited to, plans and specifications furnished by COMPANY under this project are intended for use on this project only. Any reuse, without specific written verification or adoption by

COMPANY, shall be at the CLIENT's sole risk, and CLIENT shall defend, indemnify and hold harmless COMPANY from all claims, damages and expenses including attorney's fees arising out of or resulting therefrom.

Under no circumstances shall delivery of electronic files for reuse by the CLIENT without written verification be deemed a sale by the COMPANY, and the COMPANY makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the COMPANY be liable for indirect or consequential damages as a result of the CLIENT's reuse of the electronic files without written verification.

8.17 Failure to Abide by Design Documents or To Obtain Guidance

The CLIENT agrees that it would be unfair to hold COMPANY liable for problems that might occur should COMPANY'S plans, specifications or design intents not be followed, or for problems resulting from others' failure to obtain and/or follow COMPANY'S guidance with respect to any errors, omissions, inconsistencies, ambiguities or conflicts which are detected or alleged to exist in or as a consequence of implementing COMPANY'S plans, specifications or other instruments of service. Accordingly, the CLIENT waives any claim against COMPANY for injury or losses that results from failure to follow COMPANY'S plans, specifications or design intent, or for failure to obtain and/or follow COMPANY'S guidance with respect to any alleged errors, omissions, inconsistencies, ambiguities or conflicts contained within or arising as a result of implementing COMPANY'S plans, specifications or other instruments of services. The CLIENT also agrees to compensate COMPANY for any time spent and expenses incurred remedying CLIENT's failures according to COMPANY'S prevailing fee schedule and expense reimbursement policy.

8.18 Opinion of Probable Construction Cost

COMPANY shall submit to the CLIENT an opinion of probable cost required to construct work recommended, designed, or specified by COMPANY, if required by CLIENT. COMPANY is not a construction cost estimator or construction contractor, nor should COMPANY'S rendering an opinion of probable construction costs be considered equivalent to the nature and extent of service a construction cost estimator or construction contractor would provide. This requires COMPANY to make a number of assumptions as to actual conditions that will be encountered on site; the specific decisions of other design professionals engaged; the means and methods of construction the contractor will employ; the cost and extent of labor, equipment and materials the contractor will employ; contractor's techniques in determining prices and market conditions at the time, and other factors over which COMPANY has no control. Given the assumptions which must be made, COMPANY cannot guarantee the accuracy of his or her opinions of cost, and in recognition of that fact, the CLIENT waives any claim against COMPANY relative to the accuracy of COMPANY'S opinion of probable construction cost.

8.19 Design Information in Electronic Form

Because electronic file information can be easily altered, corrupted, or modified by other parties, either intentionally or inadvertently, without notice or indication, COMPANY reserves the right to remove itself from its ownership and/or involvement in the material from each electronic medium not held in its possession. CLIENT shall retain copies of the work performed by COMPANY in electronic form only for information and use by CLIENT for the specific purpose for which COMPANY was engaged. Electronic information is secondary to the hard copies provided to CLIENT. Said material shall not be used by CLIENT or transferred to any other party, for use in other projects, additions to this project, or any other purpose for which the material was not strictly intended by COMPANY without COMPANY's expressed written permission. Any unauthorized use or reuse or modifications of this material shall be at CLIENT'S sole risk. Furthermore, the CLIENT agrees to indemnify, and hold COMPANY harmless from all claims, injuries, damages, losses, expenses, and attorney's fees arising out of the modification or reuse of these materials.

The CLIENT recognizes that designs, plans, and data stored on electronic media including, but not limited to computer disk, magnetic tape, or files transferred via email, may be subject to undetectable alteration and/or uncontrollable deterioration. The CLIENT, therefore, agrees that COMPANY shall not be liable for the completeness or accuracy of any materials provided on electronic media after a 30 day inspection period, during which time COMPANY shall correct any errors detected by the CLIENT to complete the design in accordance with the intent of the contract and specifications. At the request of the CLIENT, COMPANY shall submit a final set of sealed drawings, and any additional services to be performed by COMPANY relative to the submitted electronic materials shall be subject to separate AGREEMENT. The CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the COMPANY and electronic files, the signed or sealed hard-copy construction documents shall govern.

8.20 Information Provided by Others

The CLIENT shall furnish, at the CLIENT's expense, all information, requirements, reports, data, surveys and instructions required by this AGREEMENT. The COMPANY may use such information, requirements, reports, data, surveys and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. The COMPANY shall not be held responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by the CLIENT and/or the CLIENT's consultants and contractors.

COMPANY is not responsible for accuracy of any plans, surveys or information of any type including electronic media prepared by any other consultants, etc. provided to COMPANY for use in preparation of plans.

COMPANY is not responsible for accuracy of topographic surveys provided by others. A field check of a topographic survey provided by others will not be done under this contract unless indicated in the Scope of Services.

8.21 Force Majeure

The CLIENT agrees that the COMPANY is not responsible for damages arising directly or indirectly from any delays for causes beyond the COMPANY's control. CLIENT agrees to defend, indemnify, and hold COMPANY, its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of COMPANY, arising out of or resulting from the same. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in timely manner; failure of performance by the CLIENT or the CLIENT'S contractors or consultants; or discovery of any hazardous substances or differing site conditions. Severe weather disruptions include but are not limited to extensive rain, high winds, snow greater than two (2) inches and ice. In addition, if the delays resulting from any such causes increase the cost or time required by the COMPANY to perform its services in an orderly and efficient manner, the COMPANY shall be entitled to a reasonable adjustment in schedule and compensation.

8.22 Job Site Visits and Safety

Neither the professional activities of COMPANY, nor the presence of COMPANY'S employees and sub-consultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. COMPANY and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT agrees that the General Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the CLIENT's AGREEMENT with the General Contractor. The CLIENT also agrees that the CLIENT, and COMPANY shall be made additional insureds on the General Contractor's and all subcontractor's general liability policies on a primary and non-contributory basis.

8.23 Hazardous Materials

CLIENT hereby agrees that COMPANY has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at CLIENT's premises, or in connection with or related to this project with respect to which COMPANY has been retained to provide professional engineering services. The compensation to be paid COMPANY for said professional engineering services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, CLIENT agrees to hold COMPANY, and its sub-consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including, but not limited to, attorney fees and Court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids gases, or any other materials, irritants, contaminants, or pollutants in or into the atmosphere, or on, onto, upon, in, or into the surface or subsurface of soil, water, or watercourses, objects, or any tangible or intangible matter, whether sudden or not, unless same is caused by acts of the COMPANY or those acting under its control.

It is acknowledged by both parties that COMPANY'S scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event COMPANY or any other party encounters asbestos

or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of COMPANY'S services, COMPANY may, at its option and without liability for consequential or any other damages, suspend performance of services on the project until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrants that the job site is in full compliance with applicable laws and regulations.

Nothing contained within this Agreement shall be construed or interpreted as requiring COMPANY to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., §6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

8.24 Limitation of Liability

In recognition of the relative risks and benefits of the Project to both the CLIENT and the COMPANY, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, to limit the liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees and costs and expert-witness fees and costs, so that the total aggregate liability of the COMPANY and COMPANY'S officers, directors, partners, employees, shareholders, owners and sub-consultants shall not exceed the COMPANY'S total fee for services rendered on this Project. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

8.25 Design Without Construction Observation

It is agreed that the professional services of COMPANY do not extend to or include the review or site observation of the contractor's work or performance and the CLIENT assumes all responsibility for interpretation of the contract documents and for construction observation. It is further agreed that the CLIENT will indemnify and hold harmless COMPANY from any claim or suit whatsoever, including but not limited to all payments, expenses or costs involved, arising from the contractor's performance or the failure of the contractor's work to conform to the design intent and the contract documents. COMPANY agrees to be responsible for its employees' negligent acts, errors or omissions.

8.26 Municipal Advisor

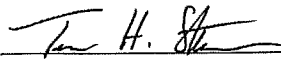
The COMPANY is not a Municipal Advisor registered with the Security and Exchange Commission (SEC) as defined in the Dodd-Frank Wall Street Reform and Consumer Protection Act. When the CLIENT is a municipal entity as defined by said Act, and the CLIENT requires project financing information for the services performed under this AGREEMENT, the CLIENT will provide the COMPANY with a letter detailing who their independent registered municipal advisor is and that the CLIENT will rely on the advice of such advisor. A sample letter can be provided to the CLIENT upon request.

This AGREEMENT is approved and accepted by the CLIENT and COMPANY upon both parties signing and dating the AGREEMENT. Services will not begin until COMPANY receives a signed agreement. COMPANY's services shall be limited to those expressly set forth in this AGREEMENT and COMPANY shall have no other obligations or responsibilities for the Project except as agreed to in writing. The effective date of the AGREEMENT shall be the last date entered below.

Sincerely,

HR GREEN, INC.

Approved by:



Printed/Typed Name: Teresa H. Stadelmann

Title: Vice President

Date:

11/8/17

CITY OF MARSHALLTOWN

Accepted by:

Printed/Typed Name: James L. Lowrance

Title: Mayor

Date:

Attest:

Printed/Typed Name: Shari L. Coughenour

Title: City Clerk

Date:

I. PROJECT UNDERSTANDING

The primary purpose of the ***Phase 1 – Iowa River and Lower Linn Creek Levee Improvements – Section 408 Review Process*** project is to obtain USACE authorization for the extent of project improvements depicted in the 2016 Phase 1 Preliminary Plans to raise the level of protection against Iowa River flooding in the City of Marshalltown. The proposed design includes plans to:

- raise the Iowa River levee to achieve adequate freeboard above the current Iowa River flood profiles for levee accreditation
- construct the Highway 14 flood closure structure
- raise the lower Linn Creek levees to achieve adequate freeboard adjacent to the N 18th Avenue bridge for levee accreditation
- reconstruct gatewells along the Iowa River and lower Linn Creek where the earthen levee is raised
- reconstruct the Linn Creek Greenbelt Recreational Trail impacted by the levee raise

II. SCOPE OF SERVICES

A. Project Administration

A.1 Develop Detailed Work Plan

Prepare written instructions for project staff, providing background, names of contacts, communications procedures, responsibilities, and schedule and budget information for the project. Establish a detailed project schedule indicating critical dates, milestones, and deliverables. Prepare a detailed work plan with specific staff assignments corresponding to the schedule.

A.2 Coordination with the City

Maintain communications with the City. Meet with the City staff to review progress and to discuss specific elements of the Section 408 review process and other pre-design coordination. Assume a kickoff meeting, a levee walk-through, a review meeting following hydraulic modeling, and a planning meeting to discuss future tasks for a total of four (4) meetings during the project. The meetings will serve to review schedules and project goals, establish initial design parameters, promote dialog, improve the decision-making process, and expedite design development. Prepare minutes of meetings and keep documentation of other communications. For budget purposes, it is assumed that the meetings will be attended by two (2) staff members of the Consultant.

A.3 Coordination with Stakeholders

Iowa Department of Transportation (Iowa DOT)

Meet with Iowa DOT staff to determine restrictions and criteria for development and design of a flood closure across Highway 14 directly south of the Iowa River.

Rock Island District, USACE

In addition to the tasks and submittals required for review of the project by USACE listed below, correspond and coordinate modeling and review activities with Rock Island District staff throughout the duration of the project.

FEMA

Correspond with FEMA regarding the Phase 1 project and discuss requirements for accreditation as well as status of and requirements for Provisionally Accredited Levee condition.

For budget purposes, a total of 22 hours have been included for Consultant staff from various disciplines to communicate with agencies based on their respective areas of expertise.

A.4 Project Management

Provide on-going project management for the duration of the project consisting of interoffice administration and coordination. This will include interoffice meetings, typing of interoffice memoranda and minutes of meetings, and interoffice administration and coordination of the project. Provide budget and schedule management. Maintain the system for monitoring progress and expenditures to allow monthly tracking. Prepare and submit monthly progress reports outlining the following:

- Activities during the reporting period
- Activities planned for the following month
- Problems encountered and recommended solutions
- Overall status

A.5 Quality Control Plan

Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan. Quality control will be completed for each Section 408 review submittal.

B. Hydraulic Analyses and USACE Submittals

Conduct a Hydrologic and Hydraulics System Performance Analysis for the proposed levee modification per Engineering Circular EC 1165-2-216 and related documents to determine the risks and impacts to neighboring structures, facilities, or landowners as a result of the proposed levee raise.

B.1 Modeling

Utilize the existing HEC-RAS model of the Iowa River to develop an unsteady flow hydraulic model in which levees are represented by lateral structures and the leveed area is represented by a storage area. The extents of the hydraulic model must be broad enough to capture the hydraulic impacts for existing and proposed project scenarios. This scope assumes the existing HEC-RAS model is of sufficient extent to capture the hydraulic impacts. It is possible that additional model length will be required (including additional survey and model development effort); however the extent of the additional effort will not be known until preliminary model results are generated. Should additional survey be required to expand the extent of the model, the additional effort will be added by amendment to this contract.

Overtopping/superiority of the proposed levee system profile will be evaluated using ETL 1110-2-299 *Overtopping of Flood Control Levees and Floodwalls* and DIVR 1110-1-16 *Resiliency and Structural Superiority Requirements for Hydraulic Structures within or Adjacent to Levees and Floodwalls*.

Scale and calibrate inflow hydrographs from recent large events to run several hydraulic scenarios for the Phase 1 project area as required by USACE for Section 408 Alterations. Modeled scenarios will include scaled hydrographs to produce:

1. A water surface profile with incipient overtopping of the authorized levee but confined by the proposed levee improvements (Profile A in USACE memo dated January 4, 2017)
2. A water surface profile that is between the authorized levee and the proposed levee (Profile B in USACE memo)
3. A water surface profile that overtops both the existing and proposed levee (Profile C in USACE memo)

Extrapolate flow frequencies above the 2004 Upper Mississippi River Flow Frequency Study to estimate the frequency of overtopping flows.

A 1-D modeling effort is assumed; should 2-D modeling become necessary to accurately capture the hydraulic conditions, the additional effort will be added by amendment to this contract.

B.2 USACE Submittals and Coordination

The Rock Island District, Corps of Engineers (USACE) has completed a preliminary review of the proposed improvements to the Iowa River and Linn Creek levees for the Section 408 program to assure the proposed improvements are planned and designed in accordance with revised USACE guidelines for a Federal flood control levee. Additional submittals and reviews are necessary to assure that initial review comments and requirements are incorporated into the final design plans.

Coordinate modeling and analysis requirements and prepare up to four technical submittals to USACE as required for the Section 408 review. Prior to submitting documents to USACE, provide draft copies of each submittal package for City's review and comment.

1. The first submittal consists of planning level documents which will include:
 - a. Study methodology
 - b. Study reach extents
 - c. Source of hydrologic data, including floods of record
 - d. Source of hydraulic data, including documentation of calibration and verification
 - e. Coincident flow analysis for flows on adjacent tributaries
 - f. Interior drainage analysis, if applicable. Modifying the level of protection could impact how the interior drainage system and its components function during high river levels. An inadequate interior drainage system may contribute to flooding, causing or increasing damage to structures or infrastructure from localized large storm events that might occur when the river stage is high. A statement of interior drainage impacts should be included. A plan for an analysis may be necessary if impacts are considered significant.
 - g. Flood contingency plan. Develop a flood contingency plan per USACE guidance EC 1165-2-216 to specify the actions to be taken in the event that high water is forecasted during construction. The complete plan will detail actions at specific river elevations and include measures proposed to protect the area under construction, monitoring of the river level, designation of the river stage at which the plan will be activated, materials

and equipment to be used to activate the plan, and personnel contact and telephone numbers to activate the plan.

2. The second submittal evaluating the proposed changes will be delivered upon completion of the hydraulic modeling. The hydraulic model will evaluate a range of flows (and associated frequency) including an overtopping flow of the highest levee system in the study area. The range of flows must, at a minimum, include:
 - a. overtopping the authorized levee design elevation
 - b. a profile in between the proposed and authorized levee
 - c. overtopping the proposed levee
 - d. overtopping the highest levee system of interest upstream or downstream of the study area (if applicable)

The second submittal will identify the potential transfer of risk in terms of hydraulic impacts for above conditions. USACE will review the hydraulic impacts and based on the significance provide a recommendation to the City and Consultant on how to proceed.

3. A third submittal may be required to identify and document the qualitative transference of risk before conducting an HEC-FDA analysis as outlined in EC-1165-2-216. The qualitative assessment will identify structures that are impacted and by how much.

The assessment of the transference of risk may include, but not limited to, information regarding: the area of land (acres), land-use, frequency, hydraulic impact, property or structure types, assessed values, start of damage elevation, critical infrastructure, transportation routes, and population impacted as a result of the proposed levee raise project. If adjacent federal or non-federal levee systems are impacted, the report shall include a discussion on how the level of protection of each adjacent flood risk management system would be impacted as a result of the proposed project. The submittal will discuss the findings and recommendations of the applicant on the significance of the impacts.

USACE will evaluate the information and may render a recommendation on the significance of the modification to support or request additional measures to be considered to reduce the transference of risk.

4. A fourth submittal may be required to complete an HEC-FDA analysis and determine the system performance parameters Annual Exceedance Probability (AEP) and Conditional Non-Exceedance Probability (CNP) in accordance with the full Hydrology and Hydraulics Systems Performance Analysis in EC 1165-2-216, Appendix F. An economic analysis may be required if the impacts or transference of risk is determined to not be insignificant.

In addition to the effort required to complete Submittals 1-4 above, Consultant has budgeted an additional 34 hours to respond to requests for information or documentation during USACE's Section 408 review.

C. Geotechnical Investigation

A sub-consultant retained by Consultant will perform the geotechnical investigation and Compliance Determination Report for the final design of the project.

C.1 Document Review and Reconnaissance

Sub-consultant will review prior boring logs, test results, and analyses pertinent to the Phase I improvements and determine if the sum of the information in hand will suffice to qualify the proposed improvements, and the improved flood protection structures, for certification. Sub-consultant will perform a reconnaissance of the Phase I portion of the project, looking for evidence of changes in structure stability and performance, and evaluate access requirements for potential additional exploration locations.

C.2 Stability and Performance Analyses

In project correspondence, the Rock Island District, US Army Corps of Engineers (USACE) requested evaluation and analysis of underseepage and stability for all locations where the levee cross section will be modified. Sub-consultant previously analyzed three cross sections for the following stability and performance aspects of the Phase 1 improvements:

- End-of-construction, steady-state, flood stage, and post-flood drawdown stability
- Seepage, piping and uplift potential
- Bearing capacity
- Settlement

Sub-consultant will confirm the geotechnical analyses for current project design data and will update or expand the analyses as necessary in general accordance with FEMA NFIP Section 65.10 regulations and USACE Engineering Manuals EM 1110-2-1913 *Design and Construction of Levees* and EM 1110-2-1902 *Slope Stability*.

C.3 Pump Station / Structures

Sub-consultant will evaluate the pump station and other structures within the Phase 1 project limits for subgrade support / bearing capacity and settlement.

C.4 Reporting

Develop an opinion regarding eligibility for certification under FEMA NFIP Section 65.10 regulations and also develop recommendations for (1) new structure subgrade preparation, (2) closure design, and (3) the selection, placement and compaction of structural backfill and/or fill. Publish results of the geotechnical analyses in a Phase I Compliance Determination Report that also includes:

- A sketch showing the Phase I project limits, exploration locations and analytical cross sections
- Logs of pertinent Phase I borings
- Results of pertinent laboratory tests
- Results of the seepage, deformation and stability analyses

Anticipated effort to respond to questions or data requests from USACE or the City regarding the geotechnical results is included in this scope item.

C.5 Borrow Source Identification

Identify material specifications for levee embankment needs. Determine available sources of embankment material in coordination with City staff. Review potential borrow availability from identified source locations. Advise City of potential sites and availability of material.

D. Archeological Investigation

A sub-consultant retained by the Consultant will perform a Phase 1 archeological survey of approximately 3.1 acres of the Phase 1 project area that cannot presently be verified as disturbed to ensure compliance with Section 106 of the National Historic Preservation Act and its implementing regulations. Copies of the resulting archeological survey report will be submitted to USACE and the Iowa State Historic Preservation Office for review and comment.

If project plans are altered or a borrow site is added to the project, additional archeological survey may be required. If significant cultural resources are identified during the initial survey, additional steps may be required, such as Phase II site testing, data recovery excavations, or site avoidance. These additional scope items are not included at this time, but may be added by amendment to this contract.

E. Update Phase 1 OPCC

After approval of the overall Phase 1 project plan from USACE and the City, prepare an updated opinion of probable construction cost for the Phase 1 Levee Improvements Project for City use in planning and budgeting the future work. Estimated opinion of probable construction cost shall be based on representative major project elements and recent bid information.

III. SCHEDULE

The Consultant will complete the following phases of the Project in accordance with the schedule shown:

First 408 Review Submittal	Three months following Notice to Proceed
Hydraulic Modeling Complete* / Second 408 Review Submittal	Four months following Notice to Proceed
Additional Submittals	TBD

* Note that if additional model length is required, additional time may be needed because of wintertime data acquisition challenges (river ice, etc.).

IV. SUPPLEMENTAL SERVICES

The following services are **not** included in this Agreement. If it is determined that any such services are necessary and they have been authorized in writing prior to performance of such additional services, the Consultant can furnish the services or obtain them from a sub-Consultant.

1. Survey services, including bathymetric data collection for additional hydraulic modeling beyond the reach included in the recent USACE model, if required.
2. Wetland delineations or wetland report preparation.
3. Environmental field studies and preparation of environmental documents.
4. Final design and bid documents.
5. Development of permit applications.
6. Funding application preparation and management.
7. Real estate appraisals or real estate/easement negotiations.
8. Condemnation services.
9. FEMA Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR).
10. Material testing and certification services.
11. Construction survey and staking.
12. Construction administration.
13. Resident engineering.



HR GREEN, INC.
Billing Rate Schedule
Effective January 1, 2017

Professional Services

Billing Rate Range

Principal	\$195- \$280
Senior Professional	\$165- \$250
Professional	\$110- \$180
Junior Professional	\$85- \$135
Senior Technician	\$95- \$130
Technician	\$45- \$115
Senior Field Personnel	\$100- \$165
Field Personnel	\$60- \$145
Junior Field Personnel	\$50- \$90
Administrative Coordinator	\$100-\$140
Administrative	\$55- \$115
Corporate Admin	\$70- \$120
Operators/Interns	\$30- \$100

Reimbursable Expenses

1. All materials and supplies used in the performance of work on this project will be billed at cost plus 10%.
2. Auto mileage will be charged per the standard mileage reimbursement rate established by the Internal Revenue Service. Survey and construction vehicle mileage will be charged on the basis of \$0.85 per mile or \$65.00 per day.
3. Charges for sub-consultants will be billed at their invoice cost plus 15%.
4. A rate of \$6.00 will be charged per HR Green labor hour for a technology and communication fee.
5. All other direct expenses will be invoiced at cost plus 10%.



City Administrator's Office

James Lowrance, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

To: Mayor Lowrance and the City Council
From: Jessica Kinser, City Administrator
Date: November 9, 2017
RE: 28E for Communications

Policy Issue: Council must approve intergovernmental agreements

Recommendation: To approve the resolution and 28E agreement as proposed

Background: The City currently participates in a 28E agreement for communications, which was last amended in 2010. Under the agreement, the E911 Joint Services Board provides oversight of emergency communications within Marshall County, with the City covering 62 percent of personnel costs and the County covering the remaining 38 percent of personnel costs. The employees are City of Marshalltown Police Department employees, with the Chief of Police providing supervision of the operations.

Iowa Code Chapter 29C allows for a Communications Commission to be created, which is very similar in nature to the E911 Board, but is funded and operates differently with a relationship to the County Emergency Management Commission. Rather than the City and the County funding the costs, a countywide tax levy would be utilized to cover the operational costs of the Communications Center. The Board would approve this levy amount annually, and it would be requested as part of the Emergency Management Commissions annual budget.

Another difference is the oversight of operations. A Manager of the Communications Center would report to a Board of Directors (mostly elected officials), with a Technical Oversight Advisory Committee providing guidance on policies and personnel. This would not be overseen by either the City or the County and would be its own standalone entity.

The Communications employees could no longer be City of Marshalltown employees, as the employer would be the Marshall County Communications Commission. However, the agreement states that the City of Marshalltown would provide payroll and benefits support for the new entity, which includes the ability to still be part of the City's health insurance.

City Council
Leon Lamer, Bill Martin, Joel Greer, Al Hoop,
Dan Kester, Michael Gowdy, Bethany Wirin



Budget Impact: In the current fiscal year, this would remove \$582,000 in personnel costs (wages and benefits) from the General Fund.

Attachment: None

City Council
Leon Lamer, Bill Martin, Joel Greer, Al Hoop,
Dan Kester, Michael Gowdy, Bethany Wirin

Marshalltown



2012

RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF
MARSHALLTOWN, MARSHALL COUNTY, THE MARSHALL COUNTY EMERGENCY
MANAGEMENT COMMISSION AND THE 911 JOINT SERVICES BOARD FOR JOINT
EMERGENCY COMMUNICATIONS SERVICES FOR MARSHALL COUNTY

WHEREAS, the City of Marshalltown, Marshall County, the Marshall County
Emergency Management Commission, and the Marshall County 911 Joint Service Board have
set forth the terms and conditions for the Joint Emergency Communications Services for
Marshall County, and

WHEREAS, the City of Marshalltown, Marshall County, the Marshall County
Emergency Management Commission, and Marshall County 911 Joint Service Board now desire
to further outline the details and responsibilities for those improvements.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Marshalltown that
the 28E Agreement between the parties above is hereby approved and adopted, effective this
date.

Passed and approved this _____ day of _____, 20__.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

RESOLUTION_____

Approving Agreement with Marshalltown Central Business District

WHEREAS, the City of Marshalltown, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Marshalltown Urban Renewal Area No. 4 (the “Urban Renewal Area”); and

WHEREAS, this Council has adopted an ordinance providing for the division of taxes levied on taxable property in the Urban Renewal Area pursuant to Section 403.19 of the Code of Iowa and establishing the fund referred to in Subsection 2 of Section 403.19 of the Code of Iowa (the “Urban Renewal Tax Revenue Fund”), which fund and the portion of taxes referred to in that subsection may be irrevocably pledged by the City for the payment of the principal and interest on indebtedness incurred under the authority of Section 403.9 of the Code of Iowa to finance or refinance in whole or in part projects in the Urban Renewal Area; and

WHEREAS, an agreement between the City and Marshalltown Central Business District (“MCBD”) has been prepared (the “Agreement”), pursuant to which MCBD would undertake activities in the Urban Renewal Area related to the Main Street Program and the City’s Façade Improvement Program (the “MCBD Project”) and the City would provide a payment to MCBD in the amount of \$26,000 related to the Main Street Program and the City would provide payments to property owners participating in the Façade Improvement Program in an amount not exceeding \$40,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement, has determined that the Agreement is in compliance with the urban renewal plan for the Urban Renewal Area, and has otherwise complied with statutory requirements for the approval of the Agreement; and

WHEREAS, Chapter 15A of the Code of Iowa (“Chapter 15A”) declares that economic development is a public purpose for which a City may provide grants, loans, tax incentives, guarantees and other financial assistance to or for the benefit of private persons; and

WHEREAS, Chapter 15A requires that before public funds are used for grants, loans, tax incentives or other financial assistance, a City Council must determine that a public purpose will reasonably be accomplished by the spending or use of those funds; and

WHEREAS, Chapter 15A requires that in determining whether funds should be spent, a City Council must consider any or all of a series of factors;

NOW, THEREFORE, It Is Resolved by the City Council of the City of Marshalltown, Iowa, as follows:

Section 1. Pursuant to the factors listed in Chapter 15A, the Council hereby finds that:

(a) The MCDB Project will add diversity and generate new opportunities for the Marshalltown and Iowa economies;

(b) The MCDB Project will generate public gains and benefits which are warranted in comparison to the amount of the proposed payments.

Section 2. The Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the payments to MCBF and to property owners participating in the Façade Improvement Program.

Section 3. The Agreement is hereby approved and the Mayor and City Clerk are hereby authorized and directed to execute and deliver the Agreement on behalf of the City, in substantially the form and content in which the Agreement has been presented to this City Council, and such officers are also authorized to make such changes, modifications, additions or deletions as they, with the advice of bond counsel, may believe to be necessary, and to take such actions as may be necessary to carry out the provisions of the Agreement.

Section 4. All payments by the City under the Agreement shall be made from incremental property tax revenues generated within the Urban Renewal Area and shall not be general obligations of the City.

Section 5. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved this 13th day of November, 2017.

Mayor

Attest:

City Clerk

**RESOLUTION ADOPTING TENTATIVE RESOLUTION
ACCEPTING THE SUBORDINATION AGREEMENT FOR PROPERTY INTEREST
AT 917 S. CENTER STREET, MARSHALLTOWN, IOWA 50158, LEAD ABATEMENT
PROJECT 53507569**

WHEREAS the Council of the City of Marshalltown, Iowa did, on the 23rd day of October 2017, place on file a Tentative Resolution whereby it proposed to accept subordination of a forgivable lien at 917 S. Center Street, Marshalltown, Iowa, property hereinafter described; and

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

WHEREAS the purpose of this Resolution is to authorize the subordination of the forgivable loan as recorded as Instrument No. 2014-00001470 in the records of Marshall County, Iowa so the property owner may refinance his mortgage.

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

Section 1. The Tentative Resolution placed on file in the office of the Clerk of the CITY OF MARSHALLTOWN, IOWA, on the 23rd day of October 2017, whereby it is proposed subordinate title of the CITY MARSHALLTOWN, IOWA, to the real estate located in the City of Marshalltown described as:

Lot 5 of Church's subdivision of Lots 1, 2, 3 and 4, Block 1, Wood's Third Addition to Marshall, Marshall County, Iowa, and the North 50 feet of the South 112 feet 7 inches of the vacated 16 foot alley included in the original Block 1 of Wood's Third Addition to Marshall and West of Lots 1, 2, 3, 4 and 5 of Church's subdivision of Lots 1, 2, 3 and 4 of the Original Block 1 of Wood's Third Addition to Marshall, except real estate sold to the Iowa Department of Transportation in Micro-File No. 445-1984-5 filed July 26, 1984 in the office of the Recorder for Marshall County, Iowa.

is hereby approved and adopted..

Section 2. The Mayor and Clerk are hereby authorized to execute the attached Subordination Agreement and to do all things necessary to carry out subordination.

Passed this _____ day of _____ 2017, and signed this _____ day of _____ 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

SUBORDINATION AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS Dean Lawthers is the owner of the following described premises:

Lot 5 of Church's subdivision of Lots 1, 2, 3 and 4, Block 1, Wood's Third Addition to Marshall, Marshall County, Iowa, and the North 50 feet of the South 112 feet 7 inches of the vacated 16 foot alley included in the original Block 1 of Wood's Third Addition to Marshall and West of Lots 1, 2, 3, 4 and 5 of Church's subdivision of Lots 1, 2, 3 and 4 of the Original Block 1 of Wood's Third Addition to Marshall, except real estate sold to the Iowa Department of Transportation in Micro-File No. 445-1984-5 filed July 26, 1984 in the office of the Recorder for Marshall County, Iowa.

WHEREAS said property owner has executed a Forgivable Loan in favor of the City of Marshalltown, Iowa (hereinafter referred to as CITY OF MARSHALLTOWN), which are recorded as Instrument No. 2014-00001470 in the records of Marshall County, Iowa, and the City of Marshalltown is the present lien holder thereof; and

WHEREAS the CITY OF MARSHALLTOWN recognizes said property owner wishes to refinance current mortgage obligations; and,

WHEREAS United Bank and Trust, N.A. has requested a condition prior to approving a mortgage loan to said property owner which requires the city's lien to take a subordinate position to the property owner's refinancing efforts.

NOW THEREFORE the City of Marshalltown specifically subordinates the Marshalltown forgivable loans to said mortgage of United Bank and Trust, N.A.; and

The City of Marshalltown further acknowledges the mortgage of United Bank and Trust, N.A. as a first and prior lien upon said premises, not to exceed \$84,000.00 nor be increased without prior written consent of the City of Marshalltown; and

The City of Marshalltown, by the execution of this Subordination Agreement, does not release the liens of its Forgivable Loans, but only subordinates and makes junior such liens to the mortgage of United Bank and Trust, N.A. and all correction hereinafter.

Witness the hand and seal of the undersigned this ____ day of _____ 2017.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

STATE OF IOWA
COUNTY OF MARSHALL

On this ____ day of _____ 2017 before me, a Notary Public, appeared James L. Lowrance, Mayor, who being duly sworn, did say that he is the chief elected official of the CITY OF MARSHALLTOWN, and that the foregoing instrument was signed by him/her on behalf of the CITY OF MARSHALLTOWN as the free act and deed of said city. IN WITNESS WHEREOF, I have hereunto set my hand and affixed by official seal, the date and year last above written.

_____, Notary Public
My commission expires:

2018-2028 STRATEGIC MASTER PLAN



MARSHALLTOWN PARKS & REC



CITY OF MARSHALLTOWN, IA **2018-2028 STRATEGIC MASTER PLAN** *Parks and Recreation Department*

Submitted by:



**BOLTON
& MENK**

Real People. Real Solutions.



ACKNOWLEDGEMENTS

IN COLLABORATION WITH:

The City of Marshalltown Parks and Recreation Department

WITH SPECIAL THANKS TO:

Public participants who provided feedback to help define the final recommendations for this document

PROJECT ADVISORY TEAM:

Annemarie Selness
Noah Winters
Steve Trosky
Kelly Smith
Terry Schaffer

Prepared for:

City of Marshalltown
City Hall
24 North Center Street
Marshalltown, IA 50158

Prepared by:

Bolton & Menk, Inc.
309 E 5th Street
Suite 202
Des Moines, IA 50309

City Staff

Annemarie Selness - Director of Parks and Recreation
Jessica Kinser - City Administrator
Justin Nickel - Public Works Director
Shari Coughenour - City Clerk
Jennifer Hart - Recreation Supervisor
Brad Weuve - Park Superintendent
Kelly Smith - Maintenance Worker II

City Council

James Lowrance - Mayor
Bill Martin - City Council
Leon Lamer - City Council
Bethany Wirin - City Council
Dan Kester - City Council
Joel Greer - City Council
Mike Gowdy - City Council
Al Hoop - City Council

Parks & Recreation Advisory Committee

Jeffrey Sogge - Committee Member
Matt Tullis - Committee Member
Tim Bell - Committee Member
Anel Garza - Committee Member
Kim Barnes - Committee Member

Bolton & Menk Project Team

Jim Harbaugh, PLA - Principal in Charge
Casey Byers, PLA - Project Manager
Shannon Gapp - Project Planner



TABLE OF CONTENTS

01

EXECUTIVE SUMMARY P. 04

- 1.1 Introduction..... P. 05
- 1.2 The Process..... P. 05
- 1.3 How to Use the Master Plan..... P. 06

02

VISION, GOALS, & OBJECTIVES P. 08

- 2.1 Vision..... P. 09
- 2.2 Goals and Objectives..... P. 09

03

DATA COLLECTION & COMMUNITY INPUT P. 12

- 3.1 Existing Parks, Open Space & Trails..... P. 13
- 3.2 Outreach Plan..... P. 20
- 3.3 Community Input Survey Summary..... P. 23
- 3.4 Needs Assessment..... P. 28
- 3.5 Department Evaluation..... P. 29

04

MASTER PLAN RECOMMENDATIONS P. 32

- 4.1 Park and Trail Improvements..... P. 33
- 4.2 Recreation Programming..... P. 49
- 4.3 Placemaking and Wayfinding..... P. 51
- 4.4 Accessibility and Connections..... P. 53
- 4.5 Inclusive Play and Programming..... P. 54
- 4.6 Natural Resources..... P. 54
- 4.7 Maintenance and Operations..... P. 55
- 4.8 Operation and Policy Guidelines..... P. 55

05

IMPLEMENTATION PLANNING P. 58

- 5.1 Improvement Planning..... P. 59
- 5.2 Funding Strategies (Local, State, Federal, Other)..... P. 61

06

RESOURCES & APPENDIX P. 64

- 6.1 Resources & References..... P. 65
- Appendix A: Park System Inventory..... A.1
- Appendix B: Community Input Survey Results..... B.1
- Appendix C: Youth Input Survey Results..... C.1

01

EXECUTIVE SUMMARY



EXECUTIVE SUMMARY

INTRODUCTION

Parks, trails, open space and recreation programs provide communities with many benefits. Having these resources available to the community can promote public health, has been proven to reduce crime, and contributes to creating socially active communities. The purpose of the 2018-2028 Strategic Master Plan is to guide the City of Marshalltown in maintaining its existing park and recreation resources and also plan for future amenities and facilities. This report establishes a baseline for existing facilities, analyzes the current condition and public perception of parks and recreation amenities, and describes recommendations to use in development of future parks, trails, open space and recreation programs.

The information contained in this report directly represents the results of an extensive, interactive and engaging public outreach process with Marshalltown community members. The recommendations described herein were directed by the community and are a reflection of what Marshalltown residents value and look for as the City moves forward with improving parks and recreation resources for its community.

THE PROCESS

In collaboration with the City of Marshalltown, the design team executed a comprehensive planning process centered on understanding what the community wants and needs, pertaining to park and recreation amenities. The master plan process covered a span of 6 months from project kick-off through City Council adoption.



Task 1: Mission, Culture and Community Alignment

- Team Kick-off Meeting
- Project Kick-off Event
- Project Branding
- Community Assessment



Task 2: Inventory and Analysis

- Park Inventory, Data Collection, and Research
- Natural Resource Evaluation
- Demographic and Trend Analysis
- Park Tour and Open House Event



Task 3: Anticipating Needs of Future Generations and Vision Plan

- Needs Assessment
- Inclusive Play and Accessibility Study
- Asset Management, Capital Investment, & Growth Plan
- Placemaking and Identity Building



Task 4: Recommendation and Action Plan

- Implementation and Phasing Plan
- Natural Resource Management & Maintenance Plan
- Oktoberfest Event
- Draft Master Plan Report
- Final Report Preparation

Figure 1.1: Project Process

The project process was designed around four principles:

ENGAGE. Involve community members, stakeholders and City staff in a collaborative outreach process that listens to the community.

INFORM. Provide the appropriate levels of education, as needed, for project participants to make informed decisions. Share information at specific intervals throughout the project, document feedback, and refine potential outcomes as the project progresses.

RECOMMEND. Analyze community input, determine community values, and make recommendations consistent with the values of the community.

IMPLEMENT. Provide a framework for prioritizing improvement recommendations. Accompany proposed improvements with a description of how they will better the community and provide the City with the necessary tools for developing an action plan for implementation.

HOW TO USE THIS DOCUMENT

The contents of this master plan report includes park inventory data, community input results, analysis of all collected data, recommendations and implementation suggestions for parks, open space, trails and recreation program improvements. Also included are descriptions of why the recommendations found herein are relevant to the growth of Marshalltown's parks and recreation amenities. Appendices to this document include park inventories, complete community input survey results, and park and trail maps produced during the planning process.

The City of Marshalltown should use this document to evaluate resource allocation, capital improvement spending, and implementation of park, open space, trail and recreation improvements. The sections that follow are meant to serve as a guide and will provide a starting point for implementing projects. Additional planning will likely be required.

[Page intentionally left blank]

02

VISION, GOALS, & OBJECTIVES



VISION, GOALS, & OBJECTIVES

VISION

Prior to this strategic master planning effort, the City of Marshalltown had never had a comprehensive Parks and Recreation Master Plan. While forecasting future growth and a focus on sustainable and fiscally responsible planning, the City identified a need to reinvigorate its parks and recreation offerings for current and future residents. The City's vision is to offer quality, accessible, and amenity-rich parks, trails, open space and recreation opportunities for its citizens. Diversifying recreation amenities, improving the community image and perception of its parks, creating inviting and attractive spaces and putting more emphasis on ecologically sound practices were all identified as part of the City's expectations. Marshalltown understands the importance of investing in long-term solutions and doing what's right for the community. The 2018-2028 Strategic Master Plan is designed to serve as a guide for executing the City's vision to encourage informed decision making, enabling long-term investments in its Parks and Recreation Department and to better serve Marshalltown residents.

PROJECT OBJECTIVE



Develop a comprehensive, usable document which outlines the future growth of the Parks and Rec department, to better cater to the growing and evolving recreational needs of the community.

Figure 2.1: Project Objective

Critically important to successful implementation of the master plan is that the recommendations are attainable, and align with the capacity of the Parks and Recreation Department, but first and foremost, represent the voice of the community. This is to be a collaborative process involving city staff, stakeholders, and community members.

PROJECT GOALS

Prior to inventory and data collection, the project team met with city staff and the Project Advisory Team to establish goals and critical success factors for the project. What is the anticipated outcome? Who needs to be included in the process? What will determine the success of this process? What is the city hoping to achieve by completing the strategic master plan? These questions, and others, were discussed in detail to ensure the project started on the right path. The following project goals were used to guide the project and to evaluate the relevancy of project outcomes.

-  **Provide opportunities to broaden the diversity of park users, including age, ethnicity, social class and/or ability.**
-  **Promote and improve inclusive play and accessibility to and within Marshalltown recreation amenities.**
-  **Identify strategies for improving day to day operations within the Parks and Recreation Department while reducing long-term park maintenance.**
-  **Provide a framework for short, mid, and long-term improvements and growth opportunities for existing and future parks, open space and trails.**
-  **Improve ecosystem diversity and enhance the ecological resources within park and recreation areas.**

Figure 2.2: Project Goals

[Page intentionally left blank]

03

DATA COLLECTION & INPUT



DATA COLLECTION & COMMUNITY INPUT

3.1 EXISTING PARKS, OPEN SPACE, & TRAILS

INTRODUCTION

Planning at any level must begin with a realistic inventory of available resources and amenities to be matched against the needs and goals of the community. In determining what each park, trail, or open space area should look like in the future, it is essential to have a solid understanding of existing conditions and needs. A complete inventory of all parks and recreation amenities was performed to ensure a comprehensive understanding of existing conditions at each park.

PARK SYSTEM INVENTORY

The park system inventory provides a foundation for examining how well the current park system fulfills the needs of the community. As part of the inventory process, the project team visited, documented, and photographed each of the parks, trails, and recreation areas, as well as their associated amenities. To make certain that all park elements were counted, the following items were evaluated, identified, and noted for each recreation area:



In addition to the items shown above, additional notable site features were recorded for each park. An example of the inventory spreadsheet can be found on the following page.

PARK INVENTORY SPREADSHEET EXAMPLE

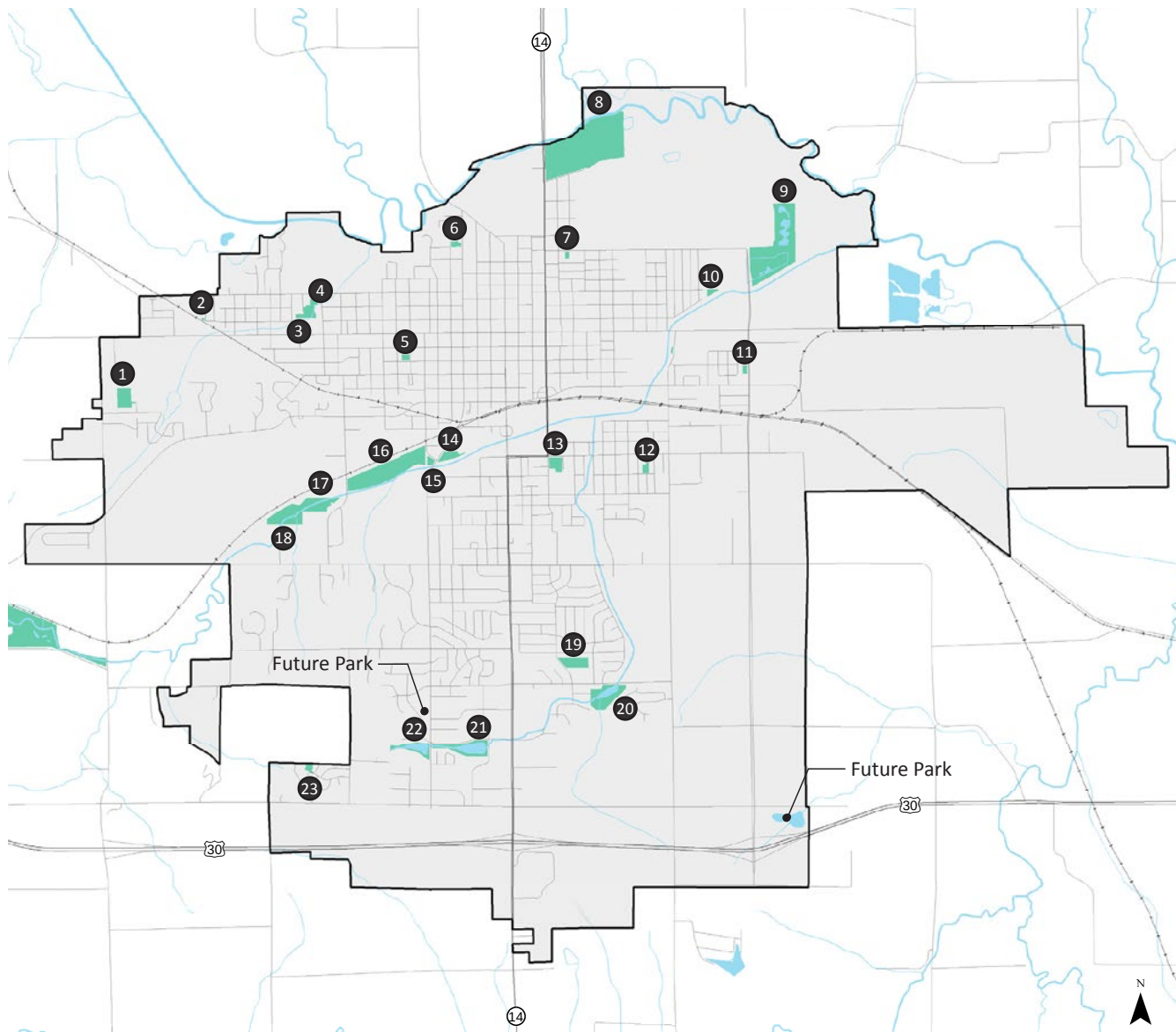
RIVERVIEW PARK 402 Woodland Street Overall Size = 153.8 AC		
PARK AMENITIES	YES/NO	DESCRIPTION
Playgrounds	YES	Multiple playgrounds and play areas.
Play Equipment	YES	Three playground areas. Play structure #1(age range 5-12), Adult swings (4), infant swings (2), additional amenities: 2 picnic tables, 3 benches, and security light. Play structure #2 (age range 3-10), infant swings (2), 3 picnic tables, 3 benches, bouncers, diggers, security light, parking and sidewalk access. Play structure #3 (Ages 5-13) newer, more modern appearance.
Ball Fields (Disc Golf)	YES	18 hole disc golf course available at the park.
Courts	YES	Tennis court (1) with pickleball striping (newer/good condition), a basketball court, and a volleyball court. Bike racks are available near the tennis/basketball courts.
Athletic Fields	NO	N/A.
Shelter	YES	Three enclosed shelters with grills. #1 Community Building (120 capacity)- largest, most popular near campground. Parking available, heat and ac, fridge, sink, and restrooms. Enclosed shelter #2 Reunion hall (100 capacity) - parking and sidewalk access, restrooms, fridge, sink, projection screen, 3 picnic tables and grill. #3 log cabin - volleyball court, 6 picnic tables, grill, restrooms nearby. Three additional open-air shelters with grills, trash receptacles, and picnic tables. Volleyball standards at the Community Building and Reunion Hall.
Restroom Facilities	YES	Restroom facilities are available in the Community Building, Reunion Hall, and outside the Log Cabin and near dog park/Woodland Street (water fountain available).
Drinking Fountain	YES	Drinking fountain near dog park/road way, access to water/restroom (but not a drinking fountain) near the Log Cabin.
On-Site Parking	YES	Multiple parking areas. On-site parking available near the community building, the reunion building and adjacent park, the tennis courts, and the dog park.
NOTABLE SITE FEATURES		
3 enclosed shelters, 3 playground areas, tennis court with pickleball striping, basketball court, volleyball court, dog park (small and large dog runs), annual planting beds, JBS statues, Bell tower, camping sites, 18 hole disc golf course, trail network, river along the North side the park, and bridge.		
PROGRAMMING		
Children/group activities offered in the Community Building and Reunion Building. Summer programming offered.		
ADDITIONAL NOTES		
Disc golf course - popular and spans across both sides of Woodland Street. There is an opportunity to beautify the portion of the park along Highway 14 as part of the corridor improvement project. Potential to cut down on moving and preserve "naturalized areas" (would need to revise ordinance in relation to maintenance.)		

Figure 3.1: Park Inventory Spreadsheet Example

The **complete inventory** for each of the parks and recreation areas can be found in **Appendix A** at the end of this document.

MARSHALLTOWN PARKS

The City of Marshalltown owns and maintains over 20 parks, totaling **289 acres**. The following map indicates the location of existing parks that were inventoried as part of the data collection process.



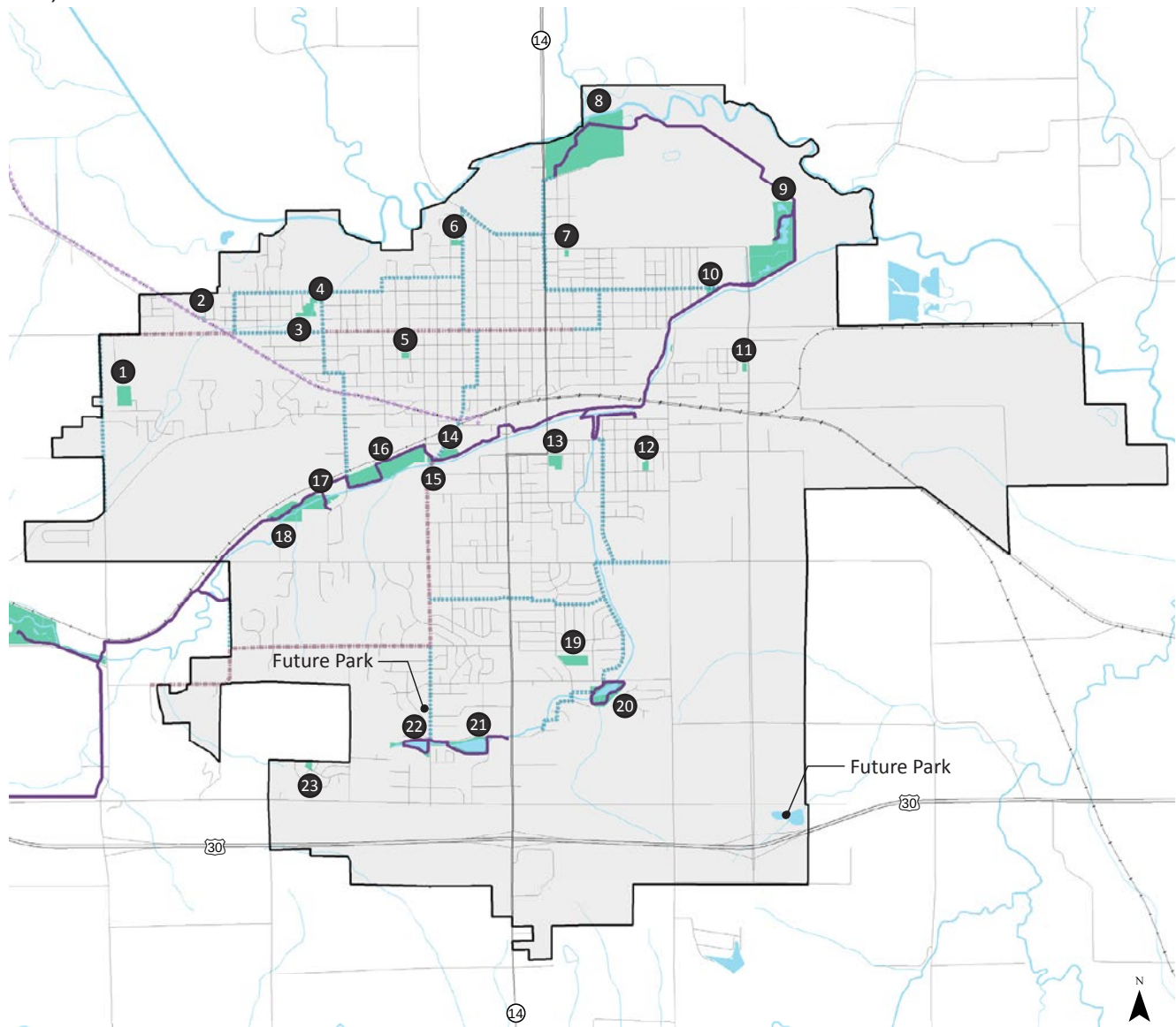
City Limits
 Parks
 Rivers/Streams/Lakes
 Parcels
 Roads

- | | | | |
|---------------------|---------------------------|-----------------------------|----------------------|
| 1 BiCentennial Park | 7 BPW Park | 13 Anson Park | 19 Kiwanis Park |
| 2 Lawrence Park | 8 Riverview Park | 14 MEGA 10 Park | 20 Timber Creek Park |
| 3 West End Park | 9 Nicholson-Ford OHV Park | 15 Marshalltown Skate Park | 21 Goldfinch Park |
| 4 Tankersley Park | 10 Peterson Park | 16 6th St. Softball Complex | 22 Glenwood Park |
| 5 Arnold's Park | 11 Optimist Park | 17 Judge Park | 23 Jaycees Park |
| 6 Elk's Park | 12 Assistance League Park | 18 Morris Park | • Future Park |

Figure 3.2: Marshalltown Parks Map

MARSHALLTOWN TRAILS

The Linn Creek Recreational Trail provides Marshalltown with **9.6 miles** of paved trails throughout the community. The following map highlights this multi-use trail, as well as bike lanes, designated bike routes, and the Iowa River Trail.



City Limits
 Parks
 Rivers/Streams/Lakes
 Parcels
 Roads

Multi-use Trail (Linn Creek)
 Bike Lane
 Designated Bike Route
 Iowa River Trail

- | | | | |
|---------------------|---------------------------|----------------------------|---------------------|
| ① BiCentennial Park | ⑦ BPW Park | ⑬ Anson Park | ⑲ Kiwanis Park |
| ② Lawrence Park | ⑧ Riverview Park | ⑭ MEGA 10 Park | ⑳ Timber Creek Park |
| ③ West End Park | ⑨ Nicholson-Ford OHV Park | ⑮ Marshalltown Skate Park | ㉑ Goldfinch Park |
| ④ Tankersley Park | ⑩ Peterson Park | ⑯ 6th St. Softball Complex | ㉒ Glenwood Park |
| ⑤ Arnold's Park | ⑪ Optimist Park | ⑰ Judge Park | ㉓ Jaycees Park |
| ⑥ Elk's Park | ⑫ Assistance League Park | ⑱ Morris Park | • Future Park |

Figure 3.3: Marshalltown Trails Map

MARSHALLTOWN PARKS OVERVIEW

To provide a brief summary of inventory findings, the tables below illustrate the total number of acres and amenities that are associated with each of the Marshalltown parks.

		Acres	Basketball court	Tennis courts	Backstop/softball/baseball	Open field/football/soccer	Enclosed rental shelter	Open air shelters	Toilet facilities -24/7	Toilets with shelter rental	Playground Equipment/Areas	Bike/walk Trail	Volleyball court
City Parks & Playgrounds													
Anson Park	301 East Anson	8.8			1	1	1	4	1		2		
Arnolds Park	107 S 7th Street	1.3	1								2		
Assistance League Park	1008 East High Street	1.4				1		1			1		
Bicentennial Park	507 Grandview Drive	8.2	1			1		1		1	1		
BPW Park	407 Marion Street	0.8				1					1		
Elk's Park	516 N Third Street	1.2	1					1			1		
Glenwood Park	2601 S 6th Street	7.5										X	
Goldfinch Park	310 W Merle Hibbs Blvd.	14.8										X	
Jaycees Park	1401 Rolling Meadows Road	1.2						1			1		
Judge Park & surrounding prairie area	1203 South 12th Street	4.1						1				X	
Kiwanis Park	2206 S 3rd Avenue	6.5	1			1	1	1		1	2		
Lawrence Park	102 N 22nd Street	0.2	1								1		
MEGA 10 Park	902 South 6th Street	4.9				1		4	1		3	X	
Morris Park	On trail west of 12th Street	11.9										X	
Optimist Park	305 S 18th Avenue	1.2				1		1			1		
Peterson Park & trail area	1503 Woodbury Street	2.2				1					1	X	
Riverview Park	402 Woodland Street	153.8	1	1		1	3	6	4		3	X	1
Sixth Street Complex/MFL/Little League area	800 South 6th Street	30.8			5			6			2	X	
Timber Creek Park	609 E Southridge	15.8						2	1		1	X	
West End/Tankersly Park	220 N 13th Street	4.9		4	1			1	1		3		
West Southridge (Undeveloped)		7.5											
Total		289	6	5	7	9	5	30	8	2	26	9	1
(Not to be included in Acreages)													
Nicholson-Ford Park	East end of Marion St.	367										X	
Linn Creek Recreational Trail + 3 ponds	2101 Highland Acres Road	9.6 Miles											
Farmers' Market	106 N Second Ave	N/A						X					
Public Parks & Playgrounds													
		Acres	Basketball court	Tennis courts	Backstop/softball/baseball	Open field/football/soccer	Ice Skating	Enclosed rental shelter	Open air shelters	Swimming Pool	Indoor Pool	Playground Equipment/Areas	Walk/Track gym
Additional Parks & Playgrounds (Not City-Owned)													
Anson Elementary School	1016 S Third Ave	1.5	X			X						X	X
Fisher Elementary School	2001 S Fourth St	3.5	X		X	X						X	X
Franklin Elementary School	1315 W Main	2.6	X			X						X	X
Hoglan Elementary School	2306 South Third Ave	7.2	X									X	X
Rogers Elementary School	406 Summit	0.84	X			X						X	X
Woodbury Elementary School	8 N Seventh Ave	2.5	X			X						X	X
Miller Middle School	125 S 11th St	2.1			X	X							X
Marshalltown High School	1602 S 2nd Ave.	29.1		X	X	X					X		X
Lenihan Intermediate School	121 W Ingledue	2.2	X			X						X	X
American Legion Park	1301 S 6th St.	0.5							X			X	
Little League Park	1000 S 12th St	15.32			X								
Marshalltown Football League	901 S 6th St	3.5				X							
Marshalltown Girls Softball	3700 S Center	10			X								
Marshalltown Area Soccer	1617 S 17th Ave	20.26				X							
Bicentennial Park	507 Grandview Dr.	6				X							
Total		107.12	7	8	5	11			1		1	8	3
(Not to be included in Acreages)													
YMCA-YWCA	108 Washington St.										X		X

Figure 3.4: Park Inventory Overview Table

OVERARCHING THEMES

Throughout the inventory process it became evident that specific themes were emerging among the majority of Marshalltown parks and recreation areas. These included maintenance needs, limited accessibility/connectivity, insufficient lighting, a lack of diversity in park amenities, minimal amenities available to all ages and abilities, and opportunities for CIP improvements. By understanding the impact these themes have on park usage, public safety, park access and public participation, it was clear that these areas are among improvement priorities.

MAINTENANCE



ACCESSIBILITY



LIGHTING



PARK DIVERSITY



PEOPLE/COMMUNITY



CIP CONSIDERATIONS



PARK SYSTEM ANALYSIS

A SWOT analysis was performed to expand upon the trends and themes that emerged during the inventory process. A SWOT analysis is a structured planning method that evaluates Strengths, Weaknesses, Opportunities, and Threats. This information can provide a framework for mitigating weaknesses and threats, and can also build upon identified strengths and opportunities.

Strengths

- Children's Discovery Garden at MEGA 10 Park
- Community involvement
- Recent park updates/upgrades
- Prairie restoration
- Addressing stormwater runoff
- Spaces for community events/gatherings/activities
- Active use of existing parks and trails

Weaknesses

- Maintenance needs
- Limited staff and budget
- Condition of existing facilities
- Outdated play equipment
- Sediment loading in Timber Creek Park
- Organization of campground and shelter rental
- Missed opportunities with annual planting beds

Opportunities

- Riparian restoration
- Unique theme or identity for each park
- Sidewalk access
- Wayfinding
- Repurpose or enhance existing amenities
- Build upon the proximity to the 13th street district
- Build upon the proximity to the Veterans Home
- Naturalization/no-mow areas and prairie restoration
- Park beautification and aesthetic improvements
- Additional trail connections
- Nature based play spaces and programs

Threats

- Lack of lighting
- Graffiti
- Potentially threatening elements in the parks
- Upkeep of parks
- Erosion/safety issues

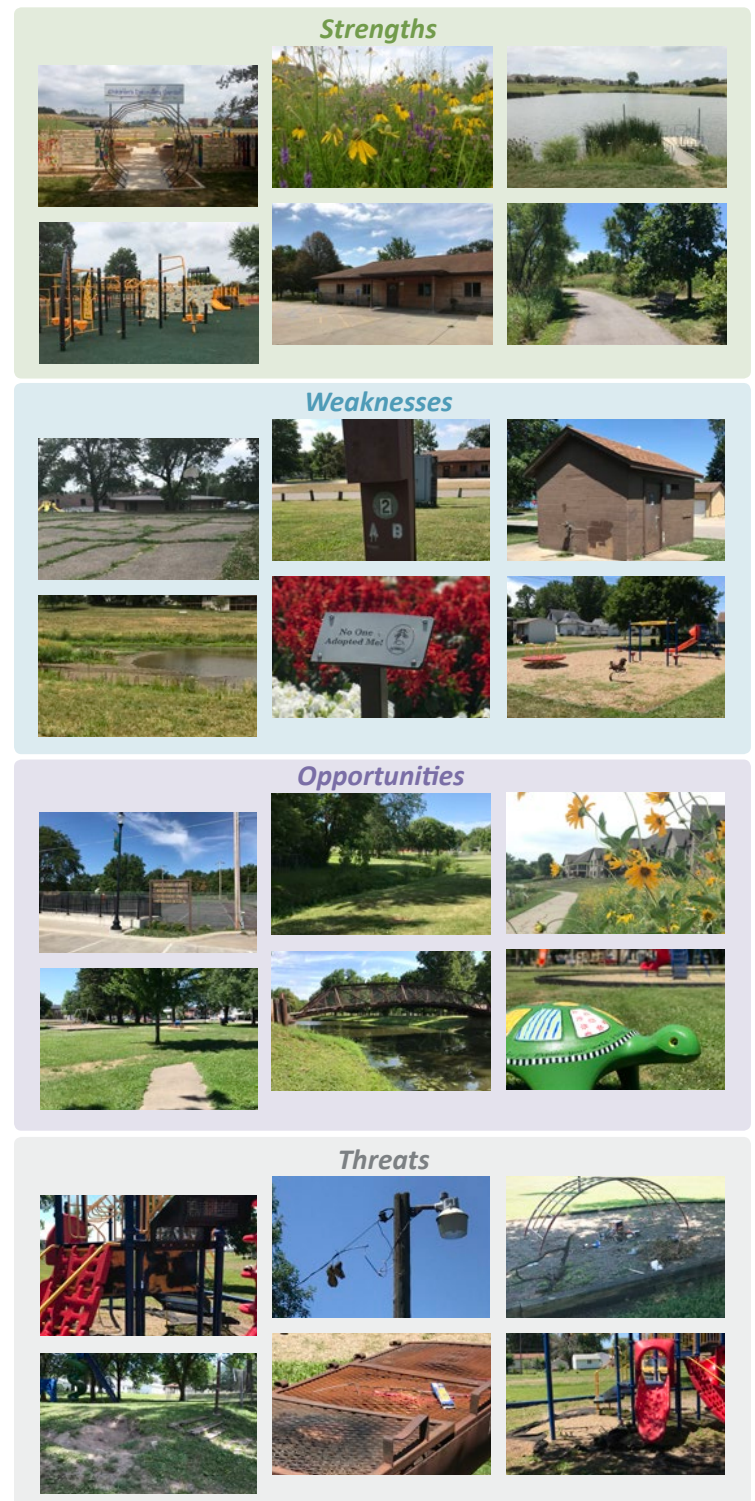


Figure 3.5: SWOT Analysis



Figure 3.6: Comment box at Marshalltown Trail Head

3.2 OUTREACH PLAN

INCORPORATING MULTIPLE AVENUES FOR PUBLIC INPUT AND PARTICIPATION

Parks master plans are performed so cities can better serve the recreation and social needs of their community. Public engagement was a critical component of this planning process. Commitment to inclusive, innovative, and engaging public outreach was a key element to the success of this project. The project team incorporated several opportunities for engaging Marshalltown community members, with flexible options for providing input. We understand that not everyone has the time to attend city meetings or is comfortable voicing their opinion in a public setting. Providing multiple tools and strategies for gaining input allows under-represented community members to become actively involved and engaged in the planning discussion.

PROJECT KICK-OFF EVENT

A project kick-off event and Open House was held on Thursday, June 29th in the Marshalltown Veteran's Memorial Coliseum. This event was coupled with the City's reveal of recent MEGA 10 Park upgrades. As a result, it was highly attended and provided a great opportunity to learn about the project, fill out a comment card or survey, and begin a rapport with the project team.

This event provided an opportunity to raise awareness of the project, explain the overall objective of the plan, identify initial project goals, and determine next steps in the process. This included an overview of the multiple public input opportunities associated with the plan, activities for residents and community members to begin providing feedback, precedent imagery to show the type of elements this plan would address, and create an opportunity to address any initial questions or comments about the project.



Figure 3.7:
Press release for advertising open house events

COMMENT CARDS

Comment cards were created in order to receive as much feedback as possible. These comment cards were available at each of the open house events, and were also distributed to the community within major parks and alongside trails. Comment cards provided a quick and easy way for members of the community to express their thoughts on how they would like to see Marshalltown's parks and trails improved.

2018-2028 STRATEGIC MASTER PLAN

MARSHALLTOWN PARKS & REC

COMPLETE
OUR SURVEY!

In order for the City of Marshalltown to continue to provide quality parks, trails, recreation amenities and maintenance of these facilities for you and our community, we must first evaluate the needs of our community and the perception of parks and recreation amenities in Marshalltown. As part of the planning process for the 2018-2028 Strategic Master Plan, we encourage you to fill out the comment card below.

(Optional Contact Information)

Name: _____ Telephone: _____

Address: _____ Email: _____

How would you like to see Marshalltown's parks and trails improved?

Comments / Questions:

To provide more feedback, please take our survey or visit our Facebook page!

Figure 3.8: Comment card for community members to provide feedback

COMMENT BOXES

Along with comment cards; comment boxes were available 24/7 at major parks and trail locations. As comment cards were completed, there was always a quick, convenient, and secure place for them to be collected. Hundreds of comment cards were gathered and reviewed.

Comment boxes were strategically placed throughout the community, and could be found in the following locations: Riverview Park, Anson Park, the MFL Little League area, and at a trail head for the Linn Creek Recreational Trail. Comments from each of the comment boxes were gathered and reviewed to ensure that the community's voice was heard, and that their suggestions and concerns were being addressed as recommendations were formulated.

COMMUNITY INPUT SURVEY

A community-wide survey was made available in both English and Spanish to gain a comprehensive understanding of what Marshalltown residents would like this Master Plan to accomplish. A youth survey was also developed as preliminary results from the community-wide survey illustrated a need to seek additional input from the Marshalltown youth. Hard copies of the survey were also made available and were entered into the online format as they were received. Between all of these options, **over 1,000 surveys** were completed.

Visual preference questions were also integrated with surveys to gain a better understanding of what the community would like to see most as parks and trails continue to grow and evolve.



Figure 3.9: Comment box at Riverview Park Trail Head

WHAT WORDS WOULD YOU USE TO DESCRIBE RECREATION?

Fun Safe Bike Outside Running Health Community
Nature Accessible Exercise Necessary
Family Important Activity Fun Leisure
Outdoors Physical Healthy Camping Relaxing

Figure 3.10: Word cloud of survey responses

ONLINE / SOCIAL MEDIA OUTREACH

A project Facebook page was developed as a means for the public to remain informed, engaged, and involved. This enabled the project team to provide regular project updates, meeting dates and locations, and post project resources. The Facebook page and other targeted media outlets allowed invitations for each Open House to reach multiple audiences and invite as many people to events as possible.

For quick and easy access to both the online survey and Facebook page, QR codes were included on the comment cards and project boards. The QR codes could be used on various mobile device operating systems, directing them straight to the associated URL/website.

PARK TOUR AND OPEN HOUSE EVENT

A park tour and community open house event held in August enabled community members to see first-hand what some of the opportunities for the City parks entailed. It provided residents with an opportunity to get residents outside, and engage in Marshalltown's existing parks with on-site discussions about what improvements are needed. This was followed by a short presentation at the Council Chambers with an overview of project boards and preliminary survey findings.



Figure 3.11: The project team presenting at the Park Tour and Open House Event

OKTEMBERFEST OUTREACH EVENT

Oktemberfest is Marshalltown's largest and most highly-attended community event. The design team seized the opportunity to piggy back on this event and have information on display in the coliseum.

At this event the project team shared the final survey results, discussed the initial short, mid, and long-term recommendations, addressed long term attractions, and revealed priority parks. All of these items reflected public input received. To conclude the Open House, attendees were invited to attend the draft report presentation to the Park and Recreation Advisory Board.

PARK AND RECREATION ADVISORY BOARD PRESENTATION

A draft report was developed using information from public input. The project team presented the initial draft of the Strategic Master Plan report to the Parks and Recreation Advisory Board and community on October 18th, 2017. Feedback provided at this event enabled the report to be refined and finalized for adoption by City Council.

CITY COUNCIL FINAL REPORT PRESENTATION

The final step for the 2018-2028 Strategic Master Plan included receiving approval from the City Council to adopt the plan. At this meeting the project team presented the Strategic Master Plan report, outlining the recommendations for improving and growing park, open space, and recreation amenities in Marshalltown. With Council adoption, the Master Plan now serves as a guiding document for the Park and Recreation Department.

3.3 COMMUNITY INPUT SURVEY SUMMARY

OVERVIEW

The overall results and findings gathered from this survey provide a framework for how, and where, parks and recreation amenities should be improved to align with community needs, interests, and values. This input guided recommendations that were established to ensure that the plan clearly addresses needs identified by the community.

SURVEY TRENDS

Analysis of the survey results allowed the project team to identify themes and trends which then shaped the short, mid, and long-term goals/recommendations. Each of these trends are outlined below:

- **Maintenance of existing parks and recreation facilities**

Maintaining existing parks was a priority within the community. Community members of all ages acknowledged the importance of improving, maintaining, and focusing on enhancing existing parks before adding new attractions.

- **Accessibility/connectivity**

A lack of connectivity and accessibility to and within the parks was another trend highlighted by the survey. Safety concerns, proximity to their house, and a lack of connectivity were the top three items discouraging residents from using the City's trails.

- **Safety and lighting**

Safety concerns arose as a priority relating to many survey questions. In addition to improved maintenance and accessibility, increased lighting and visibility were among the most important issues community members wanted to see this plan address.

- **Improved amenities and facilities**

Investing in existing parks not only includes increased maintenance, but also improving or replacing amenities and facilities that are in poor condition. Restrooms, were near the top of the list of items the community would like the City to focus on over the next five to ten years.

- **Identification of under-served community groups**

The following groups were identified as the most under-represented as relates to park and recreational opportunities:

- Teenagers
- Senior citizens
- Individuals with special needs.

To more closely cater to these groups, a youth survey was administered, using a list of amenities/recreation programs that may best serve these individuals.

WHICH OF THE ITEMS BELOW DO YOU FEEL IS A PRIORITY FOR THE CITY TO INVEST IN OVER THE NEXT FIVE YEARS?

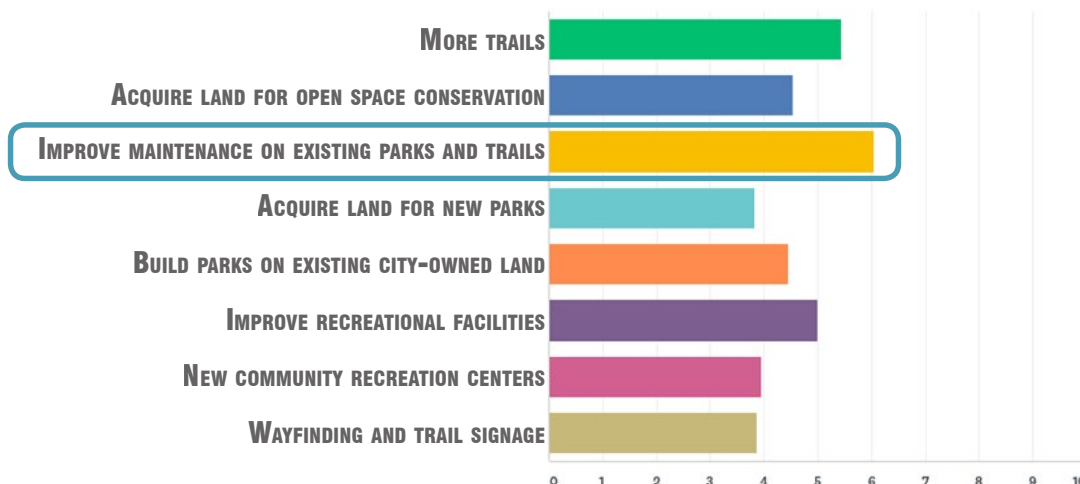
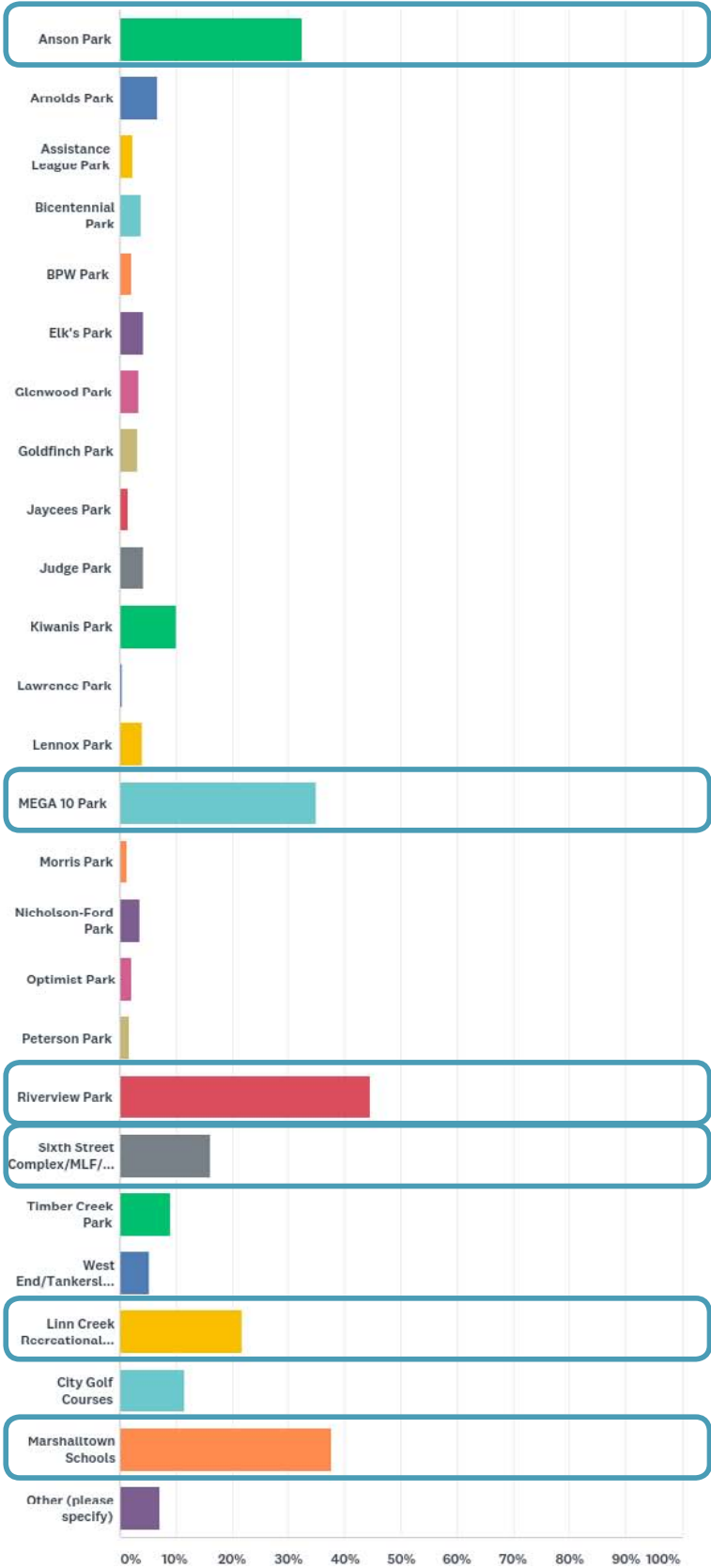


Figure 3.12: Example of Survey Results (Full Survey Results can be found in Appendix B)

COMMUNITY SURVEY FINDINGS

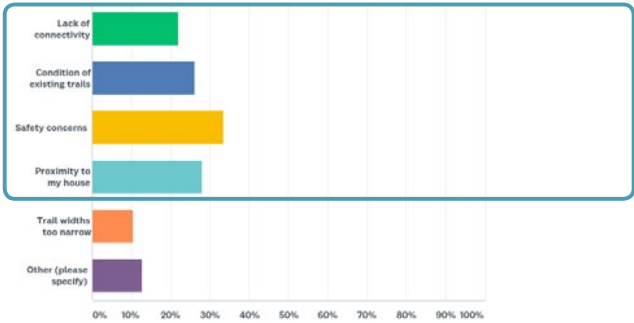
WHICH PARKS OR RECREATION AREAS DO YOU USE MOST?



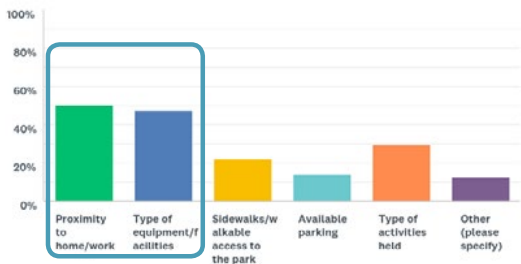
WHICH IMAGE DO YOU PREFER IN RELATION TO TRAILS?



WHAT DISCOURAGES YOU MOST FROM USING THE TRAILS?



WHY DO YOU VISIT CERTAIN PARKS MORE THAN OTHERS?



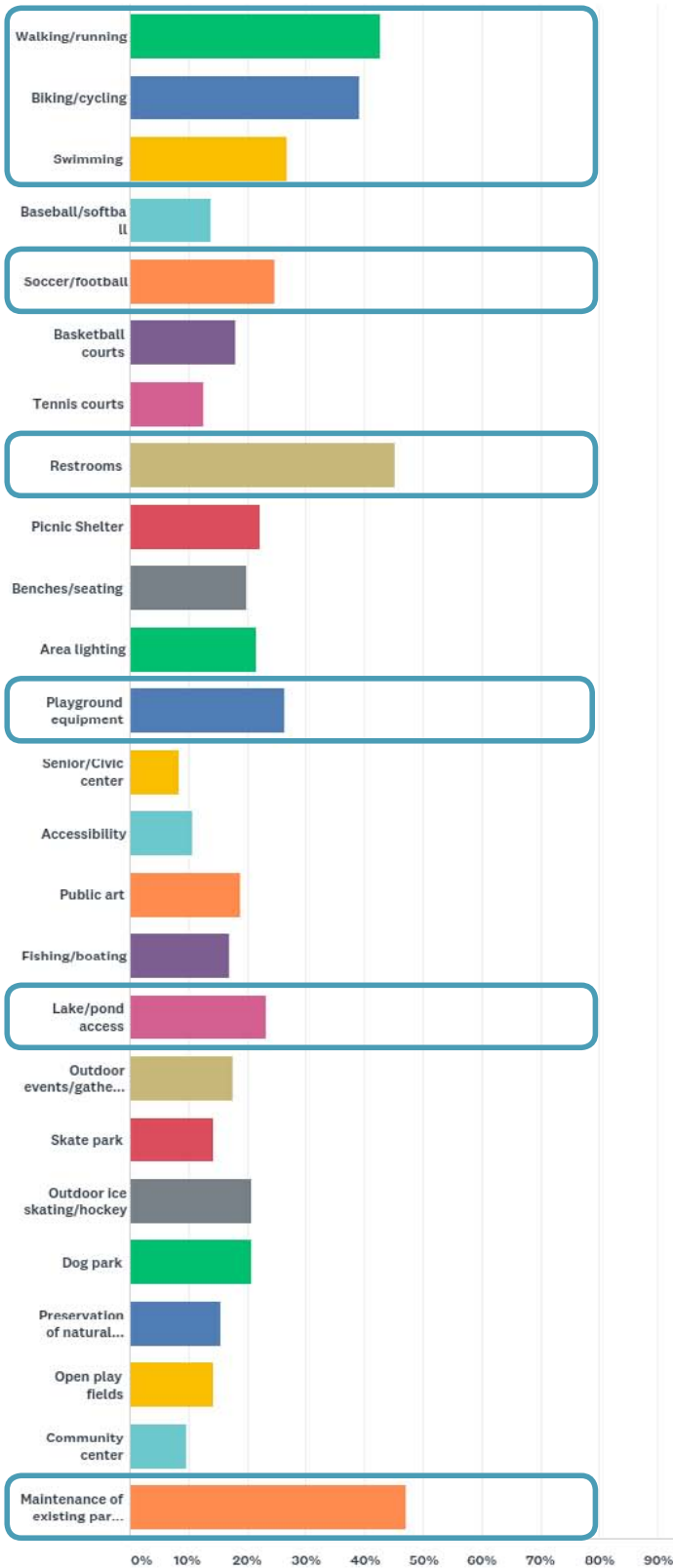
WHICH IMAGE DO YOU PREFER FOR EVENTS?



Figure 3.13: Example of Survey Results (Full Survey Results can be found in Appendix B)

COMMUNITY SURVEY FINDINGS (CONTINUED)

WHAT ACTIVITIES/AMENITIES DO YOU FEEL MARSHALLTOWN SHOULD FOCUS ON OVER THE NEXT FIVE TO TEN YEARS?



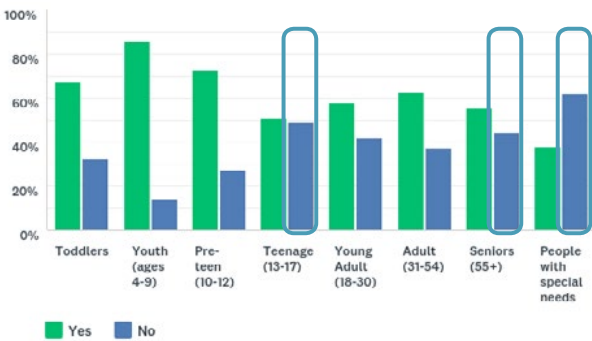
IN ADDRESSING STORMWATER, WHICH DO YOU PREFER?



WHAT IS YOUR FAVORITE OUTDOOR RECREATION ACTIVITY?



DO YOU FEEL THERE ARE ENOUGH PARKS, TRAILS, AND OPEN SPACE OPPORTUNITIES FOR THE FOLLOWING GROUPS?



WHICH AMENITIES OR PROGRAMS DO YOU USE MOST?

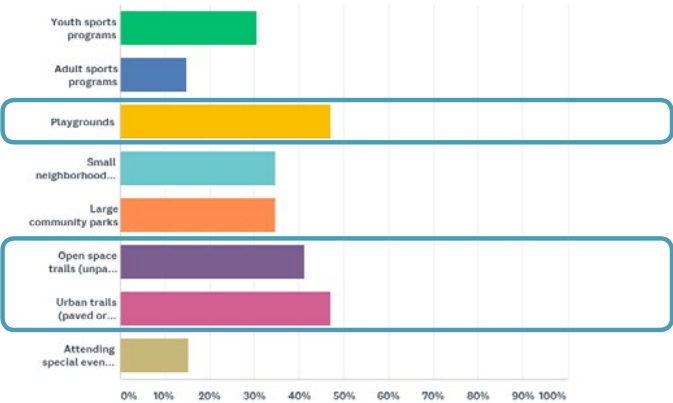
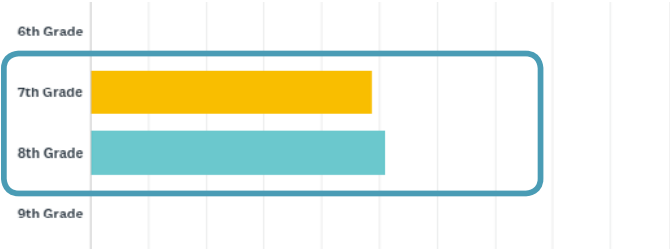


Figure 3.14: Example of Survey Results (Full Survey Results can be found in Appendix B)

YOUTH SURVEY FINDINGS

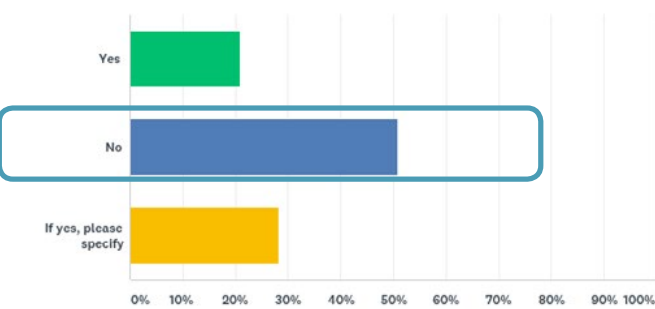
WHAT GRADE ARE YOU CURRENTLY IN?



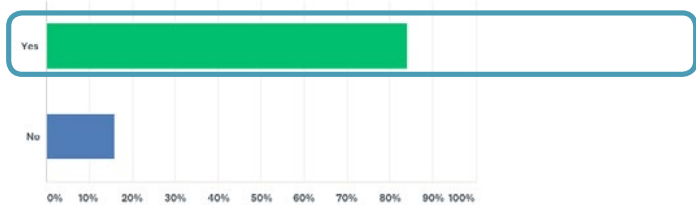
WHAT IS YOUR FAVORITE OUTDOOR ACTIVITY?



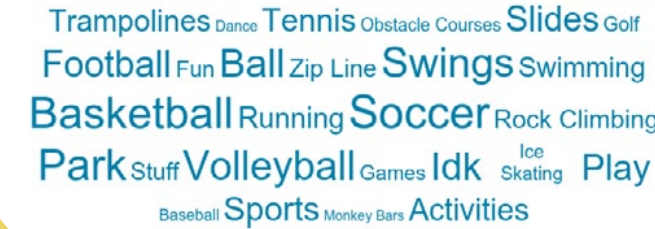
DO YOU PARTICIPATE IN ANY RECREATION PROGRAMS?



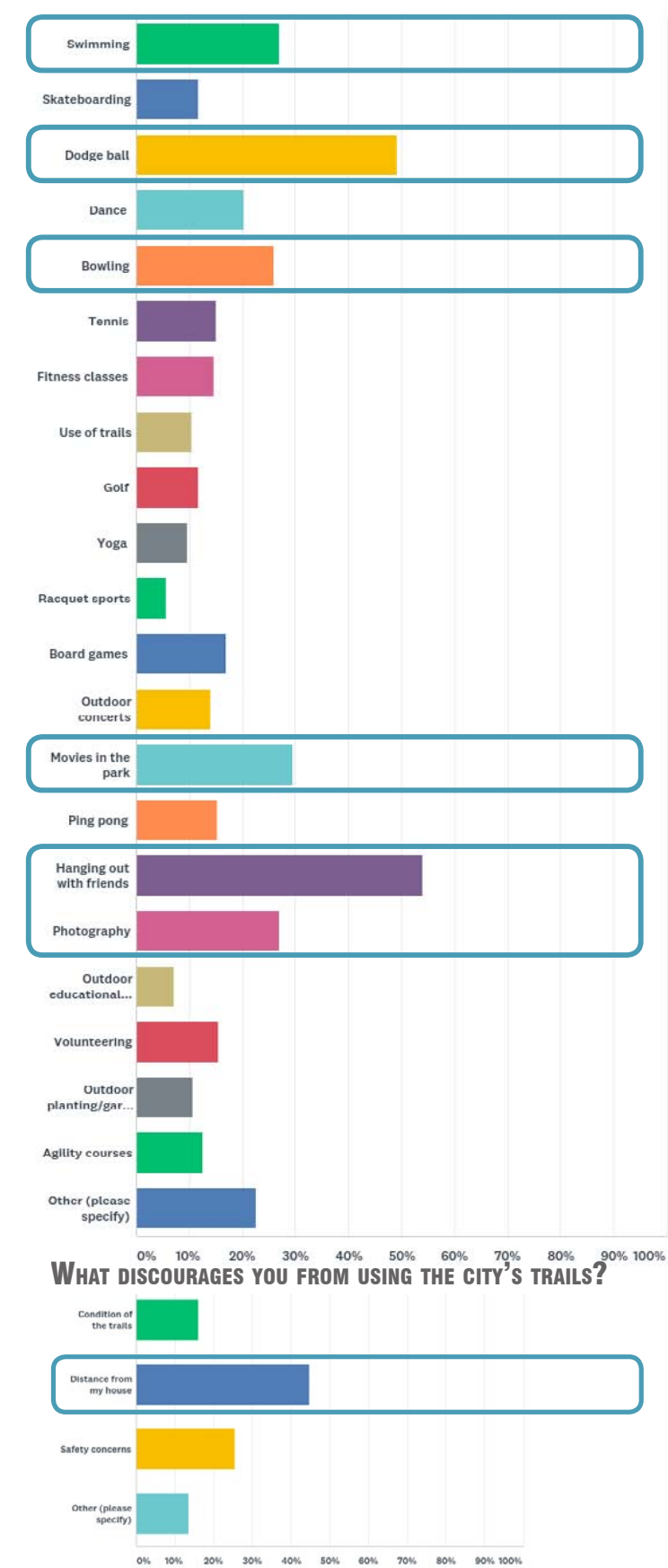
WOULD YOU VISIT PARKS MORE OFTEN IF THERE WERE MORE FEATURES DESIGNED FOR TEENS?



WHAT ACTIVITIES WOULD YOU LIKE TO SEE?



WHAT TYPE OF ACTIVITIES WOULD YOU BE INTERESTED IN?



WHAT DISCOURAGES YOU FROM USING THE CITY'S TRAILS?

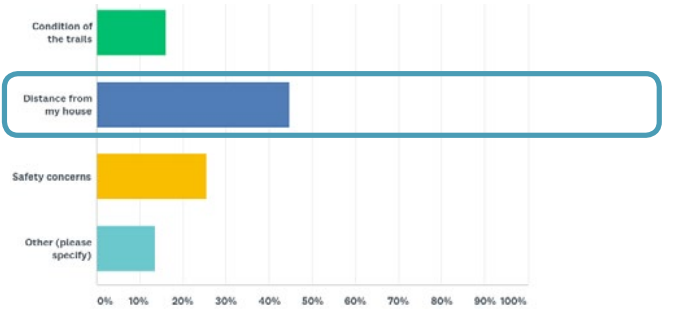


Figure 3.15: Example of Youth Survey Results (Full Survey Results can be found in Appendix C)

YOUTH SURVEY FINDINGS (CONTINUED)

ON A SCALE OF 1-5, HOW MUCH DO THE FOLLOWING ACTIVITIES/IDEAS INTEREST YOU? (5 BEING THE HIGHEST RATING)



YOUTH SURVEY

Through careful review of preliminary survey findings it became evident that teen and youth populations were currently being underrepresented in community polling. As a result, a survey tailored to that demographic was administered in the schools.

Through this technique the “under 20” group rapidly shifted from the lowest response group to the group with the most survey responses. It was determined that a survey tailored more closely to that age group would better reflect their thoughts and interests. This revised survey honed in on the activities/amenities this group would like to see, and obstacles currently preventing them from using the parks and trails more often. The tailored visual preferencing component helped with identifying future activities this group would like to see in Marshalltown.

Interestingly enough, their opinions and desires aligned closely with the trends identified in the original community input survey, with maintaining existing parks as a top priority.

Figure 3.16: Example of Youth Survey Results (Full Survey Results can be found in Appendix C)

3.4 NEEDS ASSESSMENT

OVERVIEW

Information gathered from surveys and other engagement strategies were used to determine the current and future needs of Marshalltown's parks, trails and open space areas. Through an evaluation of the identified themes and trends, a series of goals were established to meet the needs that the community values most. These values included: maintenance, accessibility, safety and visibility, park diversity, people/community groups, and items to consider incorporating into the City's Capital Improvements Plan (CIP). Goals for identified community needs are listed below:

Maintenance

- Provide safe, clean, and accessible parks and recreation amenities to the public as effectively as resources allow.
- Identify areas for best use of full-time, part-time, and contracted staff based on community needs in a cost-effective manner to provide a desired level of maintenance.
- Implement a maintenance system that is capable of growing with the department as it applies the acquisition of future parks, recreation amenities, and staff.

Accessibility

- Promote and improve accessibility to and within all Marshalltown parks and recreation areas.
- Provide inclusive recreation opportunities for all ages and abilities that encourage healthy, active lifestyles and life-time learning.
- Identify gaps within the existing trail network and develop a future trails plan to improve local and regional connectivity.

Safety and Visibility

- Incorporate additional lighting throughout Marshalltown's parks, trails, and open space areas for increased safety.
- Identify key locations for security lighting, and encourage neighborhood watch programs within identified areas of concern.
- Promote higher visibility of parks through added trails, pathway lighting, and community events.

Park Diversity

- Increase the diversity of park amenities, recreation opportunities, programs, and events within Marshalltown.
- Promote greater plant species and wildlife diversity through the preservation and enhancement of natural resources.
- Identify strategies to improve environmentally sensitive areas and enhance ecosystem diversity within parks/recreation areas.

People/Community

- Increase the amount of recreational opportunities for under-served community members.
- Identify and prioritize activities geared toward teens, seniors, and individuals with special needs as indicated within the community input survey.
- Promote improvement strategies that align with the community's needs and overall vision for the future of Marshalltown's parks.

CIP Considerations

- Identify items to be considered for the City's Capital Improvements Plan (CIP).
- Determine priority projects, equipment purchasing needs, and general planning schedule of parks and recreation.
- Establish short, mid, and long-term goals with associated costs in mind.

3.5 DEPARTMENT EVALUATION

NATIONAL RECREATION AND PARK ASSOCIATION (NRPA) EVALUATION

The “NRPA Park Metrics is the most comprehensive source of data standards and insights for park and recreation agencies.” (National Recreation and Parks Association). As part of the strategic master planning process, the project team evaluated the department’s current operations. Using these metrics, this evaluation compares Marshalltown to other benchmark communities and helps inform the recommendations provided to the City. This evaluation analyzes revenue, operating expenditures, and FTE’s (Full Time Equivalents/ Employees) with participating communities of similar size. This exercise compared Marshalltown to other participating agencies with populations of 22,000 - 35,000 residents across the region.

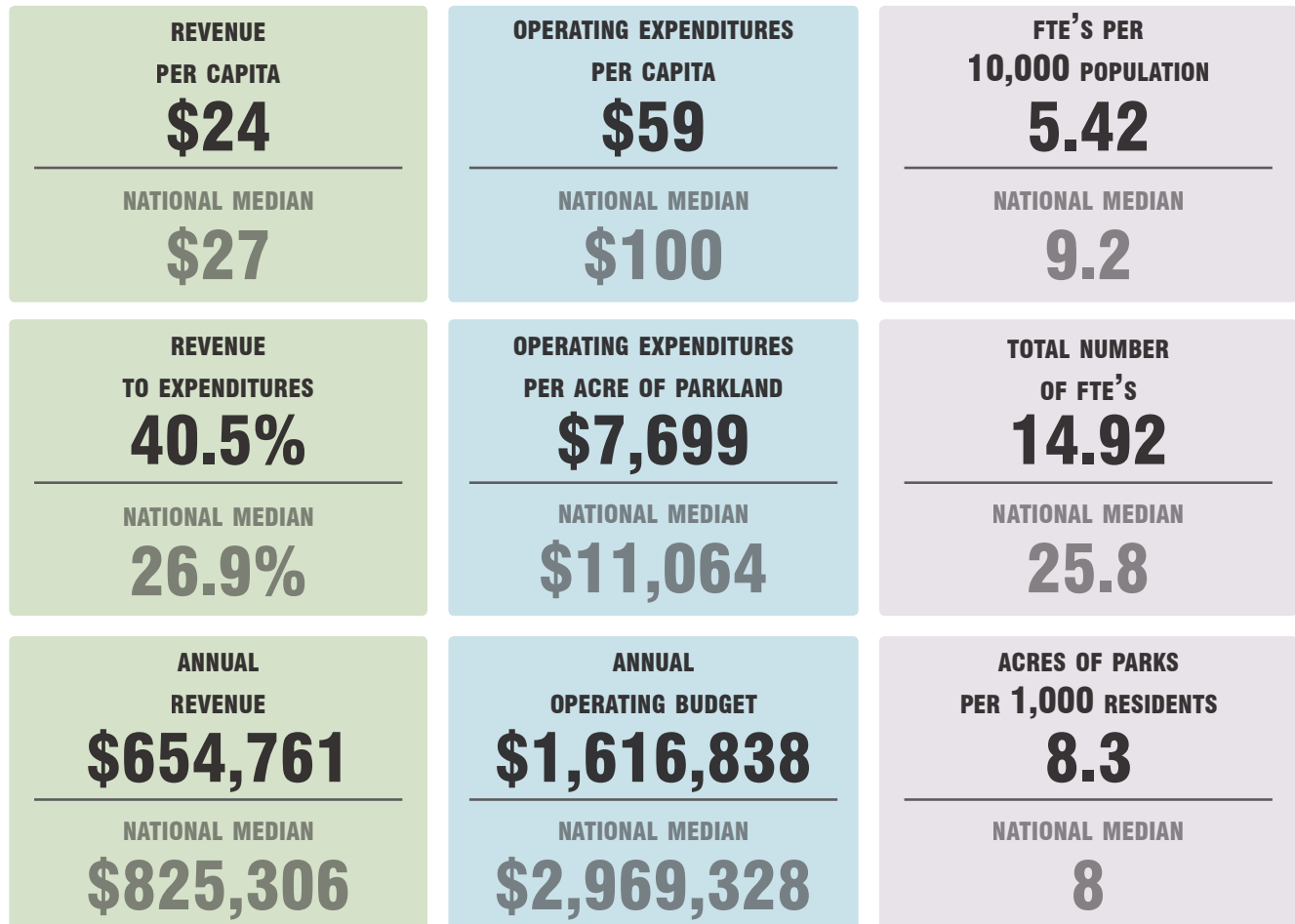


Figure 3.17: Key findings from the NRPA department evaluation

DEPARTMENT EVALUATION SUMMARY

The following conclusions have been established as a summary of the Parks and Recreation Department evaluation:

- According to the National Recreation and Park Association (NRPA), the Marshalltown Parks and Rec Department budget is below the national median.
- Marshalltown operates as many acres of parks as the national median, but with fewer FTE’s (Full Time Equivalents/Employees) and less resources.
- Residents are frequently visiting Marshalltown Parks and Trails.
- Residents want to see existing equipment and facilities updated before adding new attractions.
- Accessibility to and within parks is lacking.
- Diversity of amenities and activities is a priority.
- The Parks Department is already starting to take the right steps.

COMMUNITY COMPARISONS

In order to further analyze the City of Marshalltown's Park and Recreation Department, the project team also collected Parks Department information from other comparable communities in Iowa. This included: population, acres of parks, acres of parks per 1,000 residents, annual operating expenses, annual revenue, cost recovery, number of FTE's. Number of FTE's per 10,000 residents, and operating expenditures per capita. These findings are illustrated in the following charts.

	Population	Acres of Parks (Owned and Maintained)	Acres of Parks Per 1,000 Residents	Annual Operating Expenses	Annual Revenue	Cost Recovery	Number of FTE's	Number of FTE's Per 10,000 Residents	Operating Expenditures Per Capita
Community Comparisons									
Marshalltown	27,552	289	10.5	\$1,616,838	\$654,761	40.50%	14.92	5.42	\$59
Mason City	28,079	806	28.8	\$1,415,600	\$484,200	34.20%	21.85	7.81	\$50
Marion	34,768	620	17.9	\$2,379,595	\$475,919	20%	32.9	9.67	\$68
Clinton	26,885	500	19.2	\$1,300,000	\$321,000	24%	N/A	N/A	\$48
Ottumwa	25,023	1,100	43.9	\$2,100,000	\$650,000	30.95%	22.3	8.92	\$84

Figure 3.18: Park's Department Community Comparisons Chart

Additionally, the project team obtained median household income and median home values in relation to the population size to determine how Marshalltown compares with communities of similar size and location.

	Population	Median Household Income	Median Home Value
Community Comparisons			
Marshalltown	27,552	\$48,750	\$83,250
Mason City	28,079	\$42,009	\$102,000
Marion	34,768	\$62,081	\$150,500
Clinton	26,885	\$41,848	\$73,100
Ottumwa	25,023	\$38,095	\$68,000

Figure 3.19: Supplementary Community Comparisons Chart

[Page intentionally left blank]

04

MASTER PLAN RECOMMENDATIONS



MASTER PLAN RECOMMENDATIONS

4.1 PARK AND TRAIL IMPROVEMENTS

INTRODUCTION

An abundance of parks, trails, and natural resources are vital to the well-being of our communities, the prosperity of our economy, and the health of our regional ecological systems. This section of the Master Plan outlines the goals, objectives, and strategies for preserving, protecting, restoring, and enhancing park and recreation resources within the City of Marshalltown. Because all systems are interconnected, these goals often build upon one another to collectively improve Marshalltown's recreational and outdoor opportunities.

PRIORITY PARK IDENTIFICATION

Through an evaluation of the park inventory and community input, certain parks within the community were identified as priority parks. These parks were deemed a priority by being either highly used, visible, of high value to the community, or conversely, being underutilized and in need of improvement. Furthermore, top priorities within the priority parks were established through a list of recommendations indicating short, mid, or long-range goals, the type of recommendation, how it relates to community values, a brief description, and an associated cost magnitude.

SHORT, MID, AND LONG-TERM RECOMMENDATIONS

For each of the additional parks; a list of short, mid, and long-term recommendations have also been established. These recommendations were developed in a manner that not only aligns with the community's needs, but also allows the Parks and Recreation Department to easily understand, use, implement, and track progress. These recommendations are meant to serve as a guide and are flexible to changing conditions.

LONG-RANGE / NON-SITE SPECIFIC ITEMS

The community has identified certain features or amenities that they would like to see within Marshalltown's parks in the future. Many of these are non-site specific and could be established in any park as the opportunity arises. These include, but are not limited to: an amphitheater, splash pad, natural playscape, parkour/obstacle course, chalk wall, community garden, climbing wall, all-inclusive park, and enabling/healing gardens. The time-frame for these items remains to be determined.



INFORMED DECISIONS

The values that were identified by the community effectively guided all of the recommendations that were developed as a part of this strategic master planning process. The graphic below highlights the community values and goals that are described in the Data Collection and Community Input section of this plan.

2018-2028 STRATEGIC MASTER PLAN



MARSHALLTOWN PARKS & REC

COMMUNITY VALUES



Figure 4.1: Community Values and Associated Goals

RECOMMENDATIONS

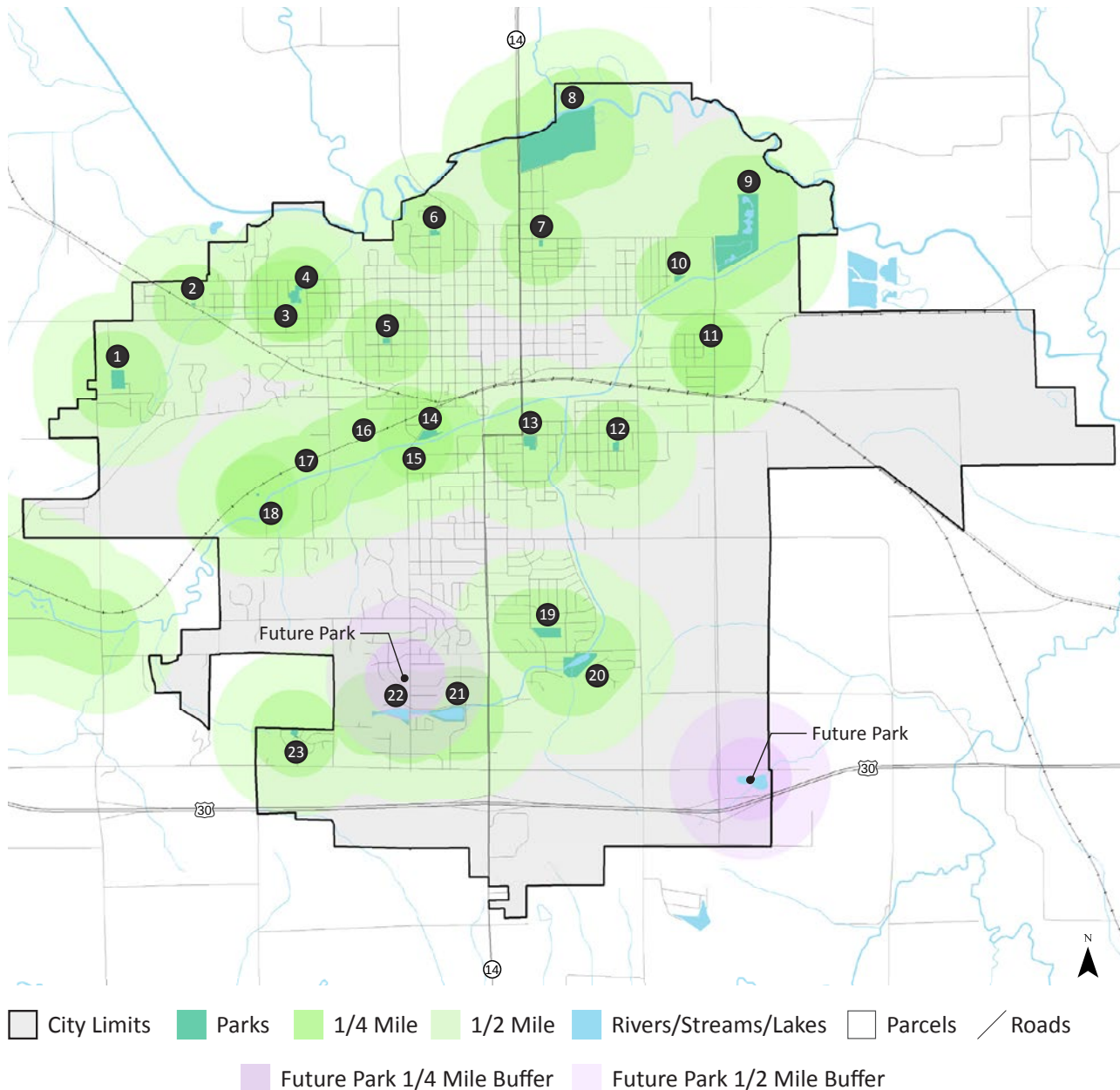
Each recommendation corresponds to specific community values, each is prioritized as either short, mid or long term improvements and easily evaluated by its order of magnitude costs. As the design and details for each is unknown at a Master Plan level, the costs were weighted as being lower, moderate or higher costs in comparison to the list of improvements. The example to the right illustrates the format in which the recommendations relate to the Community Values.

ANSON PARK 301 EAST ANSON				PRIORITY PARK
	RECOMMENDATION	DESCRIPTION	COST	
Short	Sidewalks/Paths	Develop accessible connections to park amenities	\$\$	
	Area Lighting	Incorporate additional lighting throughout the park for added safety and visibility	\$	
	Replace Restrooms	Replace restroom building with new facility and drinking fountain	\$\$	
	Parking	Provide on-street parking and/or off-street parking with accessible parking spaces and sidewalk connections to park amenities	\$\$\$	
Mid	Park Shelter	Update existing park shelter to improve functionality and appearance	\$\$	
	Ball Field	Improve the overall condition of the softball field (Clearly define infield vs outfield, striping, and bases)	\$	
Long	Park Beautification	Improve the overall appearance of park amenities and planting areas	\$	
	Connection to Parks	Identify and create connections to the Linn Creek trail and nearby parks	\$\$\$	

Figure 4.2: Example of Park Recommendations

MARSHALLTOWN PARKS AND SERVICE AREAS

Each City park has its own unique needs, users, and opportunities. Therefore, each park has its own set of recommendations, timeline for improvements, and associated costs. The map below highlights the location of each of the parks, as well as the 1/4 mile and 1/2 mile service areas for each. Generally, a 1/4 mile service area indicates an approximate 5 minute walk, and a 1/2 mile equating to a +/- 10 minute walk. A recommended goal for the City of Marshalltown is to ensure that all residents have a park that is within walking distance of their home.



- | | | | |
|---------------------|---------------------------|-----------------------------|----------------------|
| 1 BiCentennial Park | 7 BPW Park | 13 Anson Park | 19 Kiwanis Park |
| 2 Lawrence Park | 8 Riverview Park | 14 MEGA 10 Park | 20 Timber Creek Park |
| 3 West End Park | 9 Nicholson-Ford OHV Park | 15 Marshalltown Skate Park | 21 Goldfinch Park |
| 4 Tankersley Park | 10 Peterson Park | 16 6th St. Softball Complex | 22 Glenwood Park |
| 5 Arnold's Park | 11 Optimist Park | 17 Judge Park | 23 Jaycees Park |
| 6 Elk's Park | 12 Assistance League Park | 18 Morris Park | • Future Park |

Figure 4.3: Marshalltown Parks and Service Areas Map

PRIORITY PARKS

Nine priority parks /areas were identified through the analysis of community input regarding park usage and identification of problematic areas and/or park conditions. These parks were identified as either having the highest usage (causing need to respond to the numbers of users), having the lowest usage (which presents opportunities to improve usage), or have shown the greatest need for improvement based on conditions, amenities and/or location. These include: Anson Park, BPW Park, Elks Park, Kiwanis Park, Lawrence Park, the Marshalltown Skate Park, Peterson Park, Riverview Park, West End/ Tankersley Park and Trails. By establishing priority parks/areas, the City can pursue improvements in a systematic approach and improve the areas demonstrating the greatest need or opportunities first. Changing site conditions, adjacent land use, funding, etc. may impact these areas over time and the City may need re-evaluate this list in the future. For the purposes of the Strategic Master Plan, this list serves as a starting point for direction of where to start as the City begins implementing this plan. The location of these parks are highlighted in the map below.

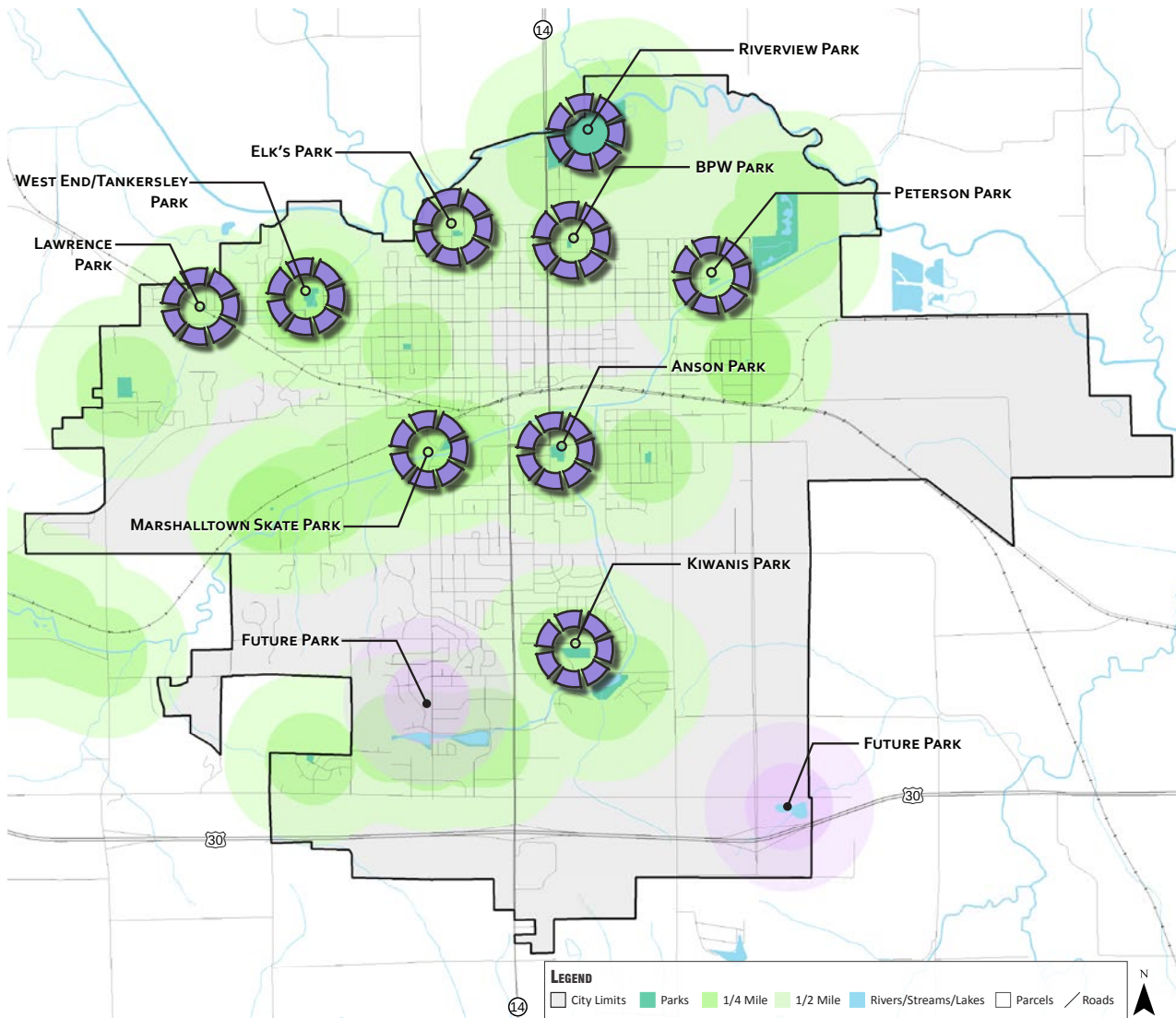


Figure 4.4: Priority Parks Map

POTENTIAL FUTURE PARKS

The map above also identifies two areas to be considered for future parkland. The first location includes a parcel at the western edge of W. Southridge Road. This area would expand upon the recent and future development of the area and provide new and more diverse recreational opportunities. The second potential park location would be the first park to serve the southeast portion of the community and is located just north of Highway 30. With an existing wetland on the property, this park could provide access to water and serve as a more “naturalized” park for the community.

PRIORITY PARK RECOMMENDATIONS

As seen below, a series of short, mid, and long-range recommendations have been developed for each priority park. These were developed in a manner that is easy to read, understand, and implement. Priority park recommendations that were developed as a part of this strategic master planning process are included below and on the following pages.

ANSON PARK 301 EAST ANSON		PRIORITY PARK	
	RECOMMENDATION	DESCRIPTION	COST
Short	   	Develop accessible connections to park amenities	\$\$
	  	Incorporate additional lighting throughout the park for added safety and visibility	\$
	  	Replace restroom building with new facility and drinking fountain	\$\$
	  	Provide on-street parking and/or off-street parking with accessible parking spaces and sidewalk connections to park amenities	\$\$\$
Mid	  	Update existing park shelter to improve functionality and appearance	\$\$
		Improve the overall condition of the softball field (Clearly define infield vs outfield, striping, and bases)	\$
Long		Improve the overall appearance of park amenities and planting areas	\$
	  	Identify and create connections to the Linn Creek trail and nearby parks	\$\$\$

BPW PARK 407 MARION STREET		PRIORITY PARK	
	RECOMMENDATION	DESCRIPTION	COST
Short	  	Add lighting to improve park visibility and safety	\$
		Identify and eliminate any items of concern	\$
		Diversity park amenities – Consider adding an element unique to the area. Incorporate more benches, trash receptacles, and consider the addition of a park shelter	\$\$
	   	Establish sidewalk connections to play equipment and amenities	\$
Mid		Enhance the underutilized open space for additional amenities	\$
Long		Ensure the park entrance is well-lit, well-maintained, and welcoming (Perhaps new signage and planting area)	\$

 (0-3 yrs)
  (4-6 yrs)
  (7-10 yrs)

 Maintenance
  Accessibility
  Safety
  Diversity
  People
  CIP Considerations

PRIORITY PARK RECOMMENDATIONS (CONTINUED)

Elk's Park 516 N Third Street		PRIORITY PARK	
	RECOMMENDATION	DESCRIPTION	COST
Short	Safety & Aesthetics  	Replace the retaining wall along the edge of the park, resolve erosion issues and unsafe grading issues	\$\$
	Sidewalks/Paths    	Establish sidewalk connections to play equipment and shelter	\$\$
Mid	Update equipment   	Replace aging play equipment with more diverse amenities	\$\$
Long	Maintenance 	Repair basketball court and the shelter's concrete pad, reduce the number of weeds in the play areas and lawn	\$
	Entryway Enhancements  	Enhance park entryways with well-maintained planting areas and improved signage	\$

PETERSON PARK 1503 WOODBURY STREET		PRIORITY PARK	
	RECOMMENDATION	DESCRIPTION	COST
Short	Safety/Lighting  	Add security lighting and replace play structure (aging infrastructure, graffiti)	\$
Mid	Trail Connection   	Enhance trail connection and provide trail head with parking	\$\$
Long	Update Equipment  	Replace aging play equipment with more diverse amenities	\$\$

WEST END / TANKERSLEY PARK 220 N 13TH STREET		PRIORITY PARK	
	RECOMMENDATION	DESCRIPTION	COST
Short	Updated Facilities  	Replace restroom facility	\$\$
	13th Street District  	Promote and encourage community events, activities, and gatherings	\$
	Safety and Awareness  	Incorporate more lighting in key locations throughout the park to increase safety and visibility	\$
Mid	Diversify Amenities  	Build upon the close proximity to the Veterans Home. Incorporate opportunities for seniors and those with disabilities such as enabling/healing gardens, walking trails, etc.	\$
Long	Improved Drainage   	Enhance appearance and function of drainage way through riparian restoration and reduce the amount of turf/grass to be mown	\$\$

 (0-3 yrs)
  (4-6 yrs)
  (7-10 yrs)

 Maintenance
  Accessibility
  Safety
  Diversity
  People
  CIP Considerations

PRIORITY PARK RECOMMENDATIONS (CONTINUED)

KIWANIS PARK 2206 S 3RD AVENUE		PRIORITY PARK	
	RECOMMENDATION	DESCRIPTION	COST
Short	Improved Connectivity  	Repair and replace sidewalk as needed, and incorporate sidewalks to connect park features	\$\$
	Open-air Shelter    	Replace existing open-air shelter	\$\$
	Soccer Fields  	Improve, maintain, and promote soccer fields. Provide new soccer goals	\$
Mid	Enclosed Shelter    	Update façade, improve appearance of enclosed shelter	\$\$
	Basketball Courts    	Replace the basketball court pavement and install two new basketball hoops	\$\$
	Area Lighting  	Provide additional lighting within the park for added safety and visibility	\$
Long	Site Furnishings  	Provide trash receptacle(s) in/nearby the open-air shelter and benches	\$

LAWRENCE PARK 102 N 22ND STREET		PRIORITY PARK	
	RECOMMENDATION	DESCRIPTION	COST
Short	Trail Head    	Create trail-head and connection to the Iowa River Trail	\$\$
Mid	Activate the Space  	Include trailside amenities including: Fix-it station, drinking fountain, and site furnishings.	\$
Long	Updated Features   	Replace out-dated park features (bouncer, swings, basketball hoop) with new equipment/amenities	\$\$

MARSHALLTOWN SKATE PARK 901 SOUTH 6TH STREET		PRIORITY PARK	
	RECOMMENDATION	DESCRIPTION	COST
Short	New Elements/Obstacles   	Incorporate 2 additional skate park features that tie into existing elements	\$\$
	Area Lighting   	Add more security lighting for added safety and visibility	\$
Mid	Expand Park + Features   	Incorporate more teen-inspired activities (chalk wall, obstacle course, climbing wall, etc.)	\$\$\$

PRIORITY PARK RECOMMENDATIONS (CONTINUED)

RIVERVIEW PARK 402 WOODLAND STREET		PRIORITY PARK	
	RECOMMENDATION	DESCRIPTION	COST
Short	Entryway   	Enhance the west side of the park alongside Highway 14 as a way to highlight the main entrance into the City	\$\$\$
	Campground  	Develop and promote electronic campground reservation system	\$
	Naturalize Areas  	Identify areas to be naturalized to improve the park's appearance and biodiversity, as well as reduce continuous maintenance (Revise city ordinance in relation to city parks)	\$
	Programming 	Establish and promote community events, youth programs, educational opportunities, exercise activities to be held in the park	\$
	Landscaping  	Reduce quantity of annual planting beds and convert 50% to perennial/pollinator gardens	\$
	Wayfinding   	Install park kiosk with maps to local amenities and other recreation opportunities	\$
Mid	Update Shelters    	Update appearance and functionality of enclosed shelter	\$\$
	Water Access  	Establish canoe/kayak/boat access points	\$\$
Long	Amenities   	Update site amenities, including new restroom facilities by the log cabin, drinking fountains, and site furnishings (benches, grills, trash receptacles, etc.)	\$\$
	Drainage/Pond    	Enhance the appearance, improve the water quality, and reduce the area mown along the water's edge, and incorporate native plantings and riparian restoration	\$\$

TRAILS		PRIORITY	
	RECOMMENDATION	DESCRIPTION	COST
Short	Improve Existing Trails    	Identify cracks, potholes, or unsafe areas along the trail system and improve trail conditions	\$\$
	Trail Management Plan   	Establish a trail management plan for planning trail improvements, connections, and maintenance	\$
Mid	Improve wayfinding   	Establish wayfinding / directional signage and distance markers alongside the trail system	\$
Long	Connectivity    	Identify gaps within the trail system and develop a future/proposed trails plan	\$

(0-3 yrs)
 (4-6 yrs)
 (7-10 yrs)

 Maintenance
  Accessibility
  Safety
  Diversity
  People
  CIP Considerations

ADDITIONAL PARK RECOMMENDATIONS

ARNOLD'S PARK 107 7TH STREET

	RECOMMENDATION	DESCRIPTION	COST
Short	Sidewalks/Paths   	Establish sidewalk connections to play equipment and basketball court	\$
	Area Lighting 	Improve park visibility and safety through added lighting within the park	\$
	Basketball Court    	Replace basketball hoops and eliminate graffiti	\$
Mid	Site Furnishings 	Incorporate more benches, trash receptacles, water fountain and sheltered area(s)	\$
Long	Entryway Improvements  	Provide a more welcoming entryway to the park with added plantings and improved signage and wayfinding	\$
	Diversify Amenities  	Incorporate natural playscape or age-diverse play structures to expand park diversity	\$\$

ASSISTANCE LEAGUE PARK 1008 EAST HIGH STREET

	RECOMMENDATION	DESCRIPTION	COST
Short	Site Furnishings   	Add/replace trash receptacles, grilling stations, and benches	\$
	Sidewalks/Paths   	Develop accessible connection to sidewalk and street as well as improved connections to play equipment, benches, drinking fountains and park shelters	\$\$
	Area Lighting 	Incorporate additional lighting to illuminate the entryway, play equipment, and shelter for added safety	\$
Mid	Preserve Park Character  	Re-pave serpentine path and expand with additional art, sculpture, or play features	\$
Long	Entryway Enhancements  	Enhance the park's main entrance with a well-maintained planting area and improved signage	\$

 (0-3 yrs)  (4-6 yrs)  (7-10 yrs)

 Maintenance  Accessibility  Safety  Diversity  People  CIP Considerations

ADDITIONAL PARK RECOMMENDATIONS (CONTINUED)

BICENTENNIAL PARK 507 GRANDVIEW DRIVE

	RECOMMENDATION	DESCRIPTION	COST
Short	Wayfinding   	Incorporate signage to clearly indicate where to enter the park	\$
	Parking  	Pave and clearly mark parking stalls with a connection to the existing sidewalk	\$\$
	Sidewalks/Paths    	Establish connections from the parking area, play equipment, and soccer fields to the existing sidewalk	\$
	Area Lighting 	Incorporate more lighting in the entryway/parking lot, at the playgrounds and shelter, basketball courts, and soccer fields	\$
Mid	Shelter/Facilities    	Improve the condition and aesthetics of park shelter and restrooms	\$\$
	Site Furnishings  	Incorporate more benches and trash receptacles within the park	\$
	Basketball Court    	Provide updated basketball hoops and pavement markings	\$
Long	Park Diversity    	Expand diversity of amenities with amenities such as disc golf, prairie paths, natural playscape, and event/seating space with views to soccer fields	\$\$

GLENWOOD PARK 2601 S 6TH STREET

	RECOMMENDATION	DESCRIPTION	COST
Short	Highlight Key Features  	Host events that highlight the prairie, stormwater improvements, and their significance	\$
Mid	On-Street Parking     	Provide on-street parking with accessible parking spaces and sidewalk connections to the park/trail	\$\$
Long	Site Furnishings  	Identify locations for park benches and other site furnishings	\$

 (0-3 yrs)  (4-6 yrs)  (7-10 yrs)

 Maintenance  Accessibility  Safety  Diversity  People  CIP Considerations

ADDITIONAL PARK RECOMMENDATIONS (CONTINUED)

GOLDFINCH PARK 310 W MERLE HIBBS BLVD

	RECOMMENDATION	DESCRIPTION	COST
Short	Sidewalks/Paths    	Create a sidewalk connection to the public dock	\$
	Highlight Key Features  	Host events that highlight the lake and associated stormwater improvements	\$
Mid	Added Parking     	Add a small area for parking	\$\$

JAYCEES PARK 1401 ROLLING MEADOWS ROAD

	RECOMMENDATION	DESCRIPTION	COST
Short	Improved Entryway  	Enhance the entryway with an updated shelter, planting area, and signage	\$\$
	Sidewalks/Paths   	Develop accessible connection to play equipment and shelter	\$
Mid	Improved Parking Area    	Consider adding a small parking area	\$\$
	Area Lighting 	Incorporate additional lighting within the park	\$
Long	Update Equipment  	Remove and replace aging play equipment	\$\$

JUDGE PARK 1203 SOUTH 12TH STREET

	RECOMMENDATION	DESCRIPTION	COST
Short	Entrance Visibility   	Incorporate wayfinding signage to enhance the visibility of the park's main entrance and parking area. Add additional signage to encourage trail users to enter the park	\$
	Activate the Space  	Utilize the expansive open space and gazebo to host events and activities to promote more use of the park	\$
Mid	Improved Parking     	Pave the existing parking area with clearly marked parking stalls	\$\$
Long	Area Lighting 	Incorporate more lighting in the entryway, where the trail connects to the park, and at the gazebo	\$

 (0-3 yrs)
  (4-6 yrs)
  (7-10 yrs)

 Maintenance
  Accessibility
  Safety
  Diversity
  People
  CIP Considerations

ADDITIONAL PARK RECOMMENDATIONS (CONTINUED)

LINN CREEK RECREATIONAL TRAIL 1201 HIGHLAND ACRES ROAD

	RECOMMENDATION	DESCRIPTION	COST
Short	Improved Connectivity    	Identify gaps in the trail system and create connections in those areas	\$\$\$
	Trail Maintenance   	Identify and address any cracks or rough/unstable portions of the trail	\$

MEGA 10 PARK 209 SOUTH 6TH STREET

	RECOMMENDATION	DESCRIPTION	COST
Short	Program the Space  	Plan educational opportunities in the Children's Discovery Garden, organize group workout activities with the outdoor exercise equipment, rent out the caboose space for special events, provide opportunities for yoga in the park, outdoor movies, etc.	\$
Mid	Sidewalks/Paths    	Develop connections to park features	\$

MORRIS PARK ON TRAIL WEST OF 12TH STREET

	RECOMMENDATION	DESCRIPTION	COST
Short	Improved Visibility   	Incorporate wayfinding signage to enhance the visibility of the park's location. Add additional signage to encourage trail users to enter the park	\$

NICHOLSON-FORD OHV PARK EAST END OF MARION STREET

	RECOMMENDATION	DESCRIPTION	COST
Short	Coordination    	Determine any needs of the Parks and Recreation Department	N/A

 (0-3 yrs)
  (4-6 yrs)
  (7-10 yrs)

 Maintenance
  Accessibility
  Safety
  Diversity
  People
  CIP Considerations

ADDITIONAL PARK RECOMMENDATIONS (CONTINUED)

OPTIMIST PARK 305 S 18TH AVENUE

	RECOMMENDATION	DESCRIPTION	COST
Short	Safety   	Incorporate more area/security lighting for added safety and visibility (sparklers left on grill during site visit)	\$
	Parking Improvements    	Pave the existing gravel parking area	\$
Mid	Site Furnishings  	Replace grill and other outdated site furnishings (trash receptacles, benches, etc.)	\$

SIXTH STREET COMPLEX/MFL/LITTLE LEAGUE AREA 800 SOUTH 6TH STREET

	RECOMMENDATION	DESCRIPTION	COST
Short	Entryway Improvements  	New entryway signage	\$
	Play Area   	Replace the existing play area with a new playground and bench	\$\$
	Backstops    	Replace/repair damaged backstops	\$
Mid	Parking    	Improve parking lot(s)	\$\$\$

TIMBER CREEK PARK 609 E SOUTHRIDGE

	RECOMMENDATION	DESCRIPTION	COST
Short	Sidewalks/Paths    	Develop connections to park features	\$
Mid	Improved Water Quality    	Revitalize pond to improve appearance and water quality	\$\$
	Site Furnishings  	Replace trash receptacles, grills, benches	\$

 Maintenance
  Accessibility
  Safety
  Diversity
  People
  CIP Considerations

ADDITIONAL PARK RECOMMENDATIONS (CONTINUED)

WEST SOUTHRIDGE
WEST SOUTHRIDGE RD

	RECOMMENDATION	DESCRIPTION	COST
Mid	Park Development  	Opportunity to turn the space into a “teen park” or all-inclusive park	\$\$\$

(0-3 yrs)

(4-6 yrs)

(7-10 yrs)

 Maintenance

 Accessibility

 Safety

 Diversity

 People

 CIP Considerations

TRAIL RECOMMENDATIONS

As the City continues to grow, a trail maintenance plan shall be put in place for existing trails, with identification and prioritization of future trail connection locations. A primary goal is to eventually have all existing parks become accessible by trail, and to have all new parks be integrated within the trail network.

TRAIL IMPROVEMENT AREAS

Existing conditions of the trails was one of the top concerns among survey respondents. This Master Plan begins to address key areas of focus.



Figure 4.5: Trail Improvement Areas

The images above illustrate areas that have been identified as needing repair. In addition to improving trail conditions in these areas, it is recommended that Marshalltown establish a trail management plan that will continually address trail improvements, connections, and maintenance needs.

PROPOSED TRAILS

Trails play an important role beyond recreation. Trails also serve as a means of transportation and access allowing residents to navigate their community. The Linn Creek recreation trail is a prized amenity for the City of Marshalltown, however limited access points prevent its use as a community-wide trail. Future trails that are proposed as part of this Master Plan must work to create more connections throughout the community for accessing the Linn Creek Trail, and providing connections to each of the City Parks.

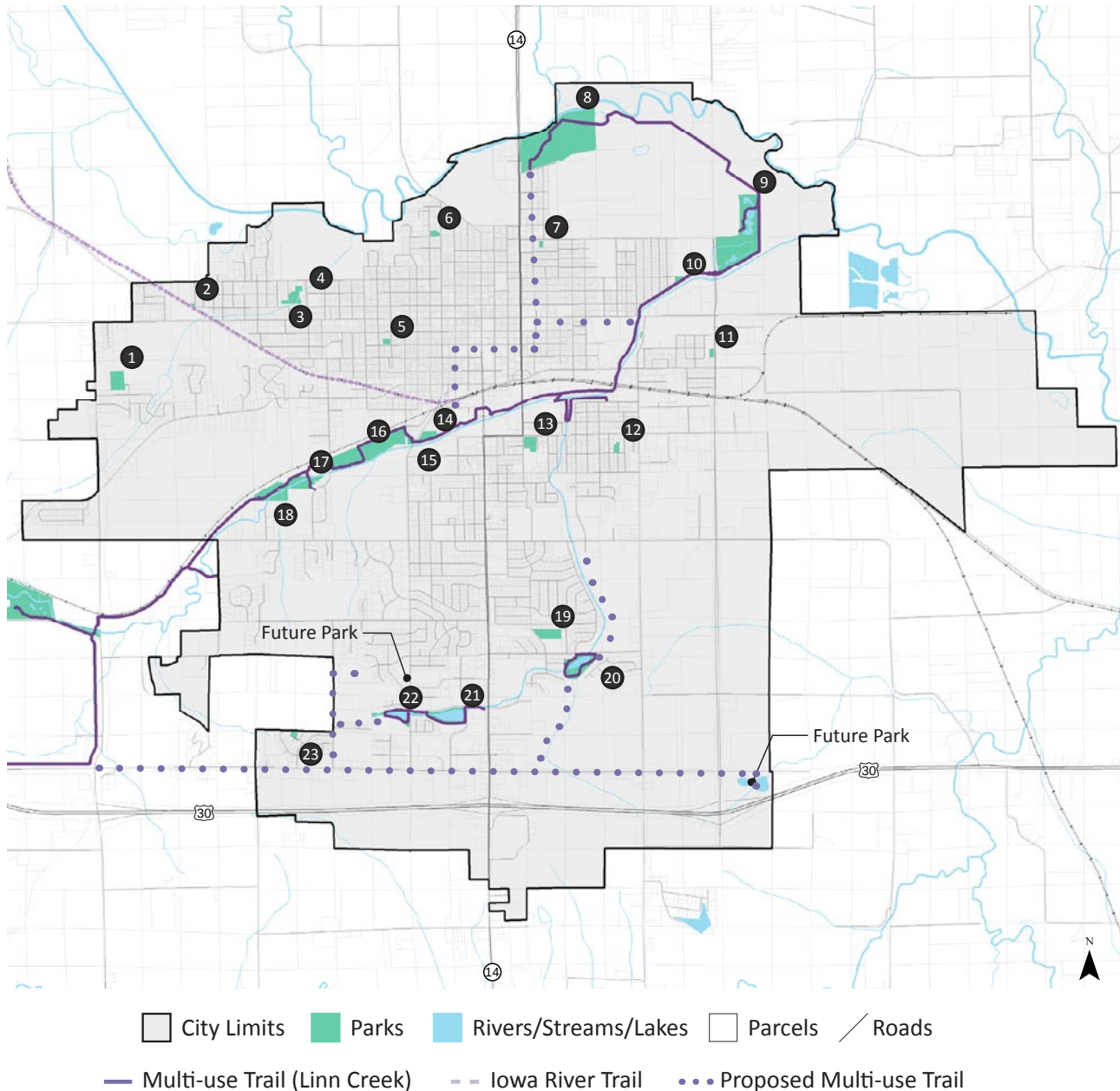


Figure 4.6: Proposed Trails Map

4.2 RECREATION PROGRAMMING

MARSHALLTOWN RECREATION PROGRAMS

The City of Marshalltown provides many recreation programs for residents to participate in and enjoy. Recreation programs are an asset to Marshalltown and work to engage more residents in various recreational opportunities. Marshalltown seeks to provide numerous all-inclusive recreation opportunities, and has established recreational programs in a manner that allows the programs to be adaptable for all ages and abilities.

ANNUAL PARTICIPATION RATES

The chart below highlights participation rates of available recreation programs between 2014 and 2017. To further analyze this data, programs have been categorized by targeted age groups.

Program	Ages Group	2017	2016	2015	2014
Tot Town	2-5	865	1025	1080	1385
Live Wires	3-5	27	34	48	36
Start Smart	3-5	0	7	9	12
Blastball	4&5	14	27	20	25
Tiny Tot Sports Camps	4-6	0	11	48	46
Tiny Tot Craft Camps	4-6	0	25	21	11
Sparks	6-8	12	23	23	12
Camp Marshalltown*	5-21	28	25	34	30
Track Meet	7-14	85	75	48	51
Youth Golf lessons	5-13	18	30	29	93
Youth Tennis lessons	5-18	21	n/a	28	100
Youth Volleyball	3rd-6th grade	34	40	51	53
1st&2nd Grade Volleyball	1st & 2nd Grade	11	21	16	22
Splash Dance	5th-8th grade	305	493	438	644
Tumbling	3-18	10	27	23	38
Art (summer)	1st-8th grade	24	38	40	67
Summer Blast	1st-6th grade	846	539	412	265
Daddy-Daughter Dance	Under 16	79	68	50	66
Indoor soccer	K-6th	127	150	118	64
Halloween Extravaganza	All Ages	100	100	100	
Mother-Son Bowling	Under 16	88	84	New in 2016	
Zumba Kids	1st-6th grade	9	17	20	11
Special Olympics Bowling*	8 & up	18	23	19	41
Special Olympics Skiing*	8 & up	13	24	22	22
Special Olympics Basketball*	8 & up	10	12	14	14
Special Olympics Swimming*	8 & up	22	31	25	24
Special Olympics Cycling*	8 & up	10	25	30	26
Movies in the Park	All Ages	30	250	200	n/a
Taekwondo	5 & Up	112	140	n/a	n/a
Pickleball	All Ages	n/a	n/a	n/a	n/a
Swimming Lessons	All Ages	338	237	244	n/a
Adult Softball	18 & Older	n/a	923	982	1170
Adult Volleyball	18 & Older	287	323	391	399
Adult Basketball	18 & Older	0	0	63	39
Adult Flag Football	18 & Older	51	41	61	40
Adult Kickball	18 & Older	na	230	229	204
Marshalltown Tennis Assoc.	18 & Older	n/a	/na	4	21
Zumba	18 & Older	3303	2986	3135	n/a
Water Walk/Water Fitness	13 & Older	5666	5153	3627	3797

TARGETED AGE RANGE

- Pre-school
- Elementary
- Teen
- Mixed
- Adult

* Special Needs

PROGRAMS NO LONGER OFFERED

No Longer Offered	Ages
High School Volleyball	13-18
Golf	All Ages
Golf Tournament	5-18
Drive Chip	n/a
Girls Basketball	3rd-6th grade
Sunday Drop In	All Ages
Basketball Clinics	3rd-6th grade
Tennis Tournament	8-18
Tennis Family Clinic	All Ages
Team Tennis	8-18
Spring Break	1st-6th grade
High School Basketball	13-18
High School Dodgeball	13-18
Be Lingual	n/a
Track Club	9-14
Spot Shot	n/a
Music for infants/toddlers	0-3
Turkey Shoot	All Ages
Before/After School Prog.	5th & 6th Grade
Pee Wee Basketball	1st & 2nd Grade
Pumpkin Carving	All Ages
Mother-Son Dance	Under 16
1st&2nd Grade Basketball	1st & 2nd Grade
3-6 grade Basketball Clinic	3rd-6th grade
Adult Tennis Lessons	18 & Older
Granny Basketball	55 & Older
Fitness	18 & Older

Figure 4.7: Annual Participation Rates

Figure 4.8: No Longer Offered Programs

DISCOUNTED PROGRAMS

Marshalltown offers reduced rates that allows children to receive half off selected programs if they are currently receiving financial assistance. In order for these events to be better attended and to raise awareness of the programs, it is recommended that a marketing plan be put in place to better advertise these opportunities.

RECREATION PROGRAM ASSESSMENT

Although the community offers a wide range of recreation programs and activities, many of them are targeted toward children ages 12 and under, or adults. The community input survey identified teens, seniors, and individuals with special needs as currently being under-served. Marshalltown offers many programs for individuals with disabilities, and works to accommodate special needs for any of the recreation programs offered.

In order to better represent, and accommodate teens, seniors, and individuals with special needs, it is recommended that the City look into activities that tailor to the interests of these individuals. The project team has developed a list of potential activities or programs to consider that may be of interest to each of these groups. These include but are not limited to:

SENIORS

- Enabling/healing gardens
- Outdoor shows/concerts
- Shuffle board
- Horseshoes
- Community gardening
- Dance classes
- Cooking classes
- Arts and crafts
- Scenic trails/group walks
- Designated spaces for activities: checkers, chess, bingo, puzzles, reading, coloring, talking, writing, etc.

TEENAGERS

- BMX/bike trails/courses
- Parkour/obstacle course
- Kayaking
- Hiking/camping
- Field day activities
- Mini golf
- Teen nights (dog park, aquatic center, a specific park, etc.)

SPECIAL NEEDS

- Musical playground
- Sensory gardens
- Enabling gardens
- Nature play

4.3 PLACEMAKING AND WAYFINDING

COMMUNITY CHARACTER

Parks, trails, and open space often creates opportunities to enhance community character. There are several opportunities to further the character of a community through public art, wayfinding signage, monuments and gateway elements, or by establishing a cohesive message. The combination of these elements provide memorable experiences when visiting a location.

MEMORABLE EXPERIENCES

In order to increase park usage it is important to develop parks in a manner that allows them to serve as a destination, as opposed to merely play equipment that could be found at any community park. One way to achieve this is to incorporate elements that are unique to Marshalltown's history, values, and interests. Interpretive and educational signage can be used to tell a story or add an educational component to parks and open spaces. These could be monuments or art pieces that relate to Marshalltown's history or culture. Interpretive signage that works to educate the public on elements unique to that park such as the prairie restoration at Glenwood Park, are also memorable. These memorable nuances encourage people to come back, and make them more likely to share their experience with others.

IDENTITY

Establishing a unique identity or theme for each park is another means of building community character. One example of this would be to build upon the theme that is already present at Assistance League Park. Many community members associate this park with the community art piece that has allowed residents to create a deeper connection with the park and even refer to it as "Turtle Park".

This provides an opportunity to not only further embrace its established identity, but also for community members to become involved in establishing an identity for their own neighborhood park. Establishing a sense of ownership not only enables community members to develop a deeper connection to their parks, but also inspires them to actively maintain and take pride in their parks.

WAYFINDING

Developing cohesive wayfinding elements also helps establish community character and raises awareness of the park and recreation amenities that exist within Marshalltown. Wayfinding elements should be incorporated at key points along Marshalltown's trail system. Locations to consider include intersections along the trail that would direct users from the trail to the parks, community amenities, schools, the downtown, etc.

PUBLIC ART

Incorporating public art within the parks or along trails adds an additional level of interest, something unique to that specific location, and opportunities for engagement. The possibilities associated with art integration are endless. There are opportunities to have local artists become involved, to do a larger-scale call-for-artists, to develop art walks, scavenger hunts, history lessons and more.



Figure 4.9: Downtown Marshalltown Character



Figure 4.10: Turtle at Assistance League Park



Figure 4.11: JBS elements at Riverside Park

EDUCATIONAL/INTERPRETIVE SIGNAGE

Quality parks, open space, and trails not only provide excellent opportunities for recreation, they also work to improve, enhance, and preserve our natural resources. Interpretive signage can help shed light on the educational opportunities that are associated with amenities. Several opportunities for educational or interpretive signage presently exist within the Marshalltown parks system. These include raising awareness of the benefits of prairies, prairie restoration, and native plants at Glenwood Park, explaining the benefits of stormwater management at Goldfinch or Timber Creek Park, and shedding light on how and why riparian restoration could greatly benefit West End/Tankersley Park and Riverview Park. Future amenities and parks can also spur opportunities for signage.

SENSE OF PLACE

The culmination of the placemaking strategies identified above will help Marshalltown develop a deeper and stronger sense of place. With a series of cohesive and memorable wayfinding elements, residents and visitors alike will recognize that these elements represent, signify, and are unique to Marshalltown. Residents are more likely to take pride in their community if there is an established and strong sense of place.



Figure 4.12: Interpretive Signage Example



Figure 4.13: Children's Discovery Garden at MEGA 10 Park

4.4 ACCESSIBILITY & CONNECTIONS

SIDEWALK CONNECTIONS

Sidewalk connections and accessibility is a primary concern of Marshalltown residents and park users. Currently, the majority of parks lack sidewalks and/or connections to and from adjacent sidewalks or parking areas. Not only does this prevent these parks from being ADA accessible, it also makes the parks and their associated amenities less accessible to all residents. Small children, parents pushing strollers and individuals with disabilities are unable to easily access park amenities, a concern that was heard repeatedly during public outreach. As a priority need, the City should evaluate where sidewalk connections can be made and develop a plan for establishing effective connections to park amenities, sidewalks and parking areas. The current lack of accessibility is of key concern and should be a top priority among all parks.

GAP ANALYSIS

A concern that was repeatedly communicated on comment cards, surveys, and at outreach events was that the trails within the community are not easy to access. Safe connections to parks and trails was identified as a community need. Currently several gaps or missing connections are apparent within the trail system. Future trails that are proposed were developed to address these concerns. The proposed trails connections will provide more points of access to the Linn Creek recreational trail as well as parks within the community.

ACCESSIBILITY

Improving accessibility for all is a primary project goal and community value. In addition to improved sidewalk and trail connections, specific improvements are also aimed at providing ADA access to park and recreation amenities. Specific recommendations include: providing pedestrian ramps properly designed with detectable warning panels and appropriate cross slopes, accessible site furnishings, and universal design.



Figure 4.14: Image highlighting the need for improved accessibility within the Marshalltown parks

4.5 INCLUSIVE PLAY & PROGRAMMING

ALL AGES, ALL ABILITIES

This plan works to align with Marshalltown's 2030 Comprehensive Plan and the NRPA. Each of these resources contain a common goal to make outdoor recreation a resource for all ages and abilities. Making parks more accessible and promoting inclusive play can be achieved through thoughtful design and broadening the diversity of park amenities. By doing so, parks will engage a larger mix of age groups and ability levels. Play structures that require more than one operator or encourage group play, creates opportunities for users to play with others and teaches valuable social skills.

Marshalltown currently has several of the same park features at each of its parks. There is a need for more inclusive elements or establishing one park dedicated as an inclusive park. The City should seek to provide park amenities for all users. Each person within the community should be able to have safe, fun and affordable recreation opportunities. Diversifying park features, recreation programs, and events, all cater to promoting more inclusive recreation amenities, regardless of age, ability, social class, and ethnicity. Examples of opportunities that meet the needs of all ages and abilities include enabling/healing gardens, musical playgrounds, inclusive or universal playgrounds and more.

4.6 NATURAL RESOURCES

PROTECTING, PRESERVING, AND ENHANCING ECOLOGICAL RESOURCES

Parks and recreation facilities have a significant impact on the natural resources found within communities. A goal of this Master Plan is to not only protect and preserve these resources, but also to enhance and raise awareness of their significance. Parks and open space are often located adjacent to rivers and streams, and become habitat for birds, pollinators and other wildlife. These are locations for learning more about native plant species, abundant insects, and other prevalent wildlife species. By promoting and enhancing ecological resources in parks, strategies for preserving and improving them throughout the City will become a more acceptable practice. Alternative solutions for infiltrating stormwater runoff, reducing mown turf, and increasing plant and wildlife diversity are all opportunities that can be achieved with careful planning and maintenance within parks and open space. These practices add value to the user experience and create additional amenities while being ecologically responsible.

LANDSCAPE DIVERSITY

The number of pollinators such as bees, butterflies, and other insects will increase as plant species diversity is increased. These species, as well as some birds and bats, play a crucial role in pollinating 75% of all flowering plants and crops. Research suggests that the number of pollinators is declining. By increasing the amount of native plants, establishing butterfly gardens, providing nesting sites, and limiting pesticide use, Marshalltown and its residents can encourage pollinator diversity to rebound.

WILDLIFE HABITAT

Protecting, preserving, and enhancing ecological resources can improve the overall ecosystem within a community. Parks and open space areas provide a wide variety of important natural resource functions that support wildlife habitat. The three requirements for a healthy wildlife habitat include: food, water, and cover. With each wildlife species having unique needs and preferences to be considered in developing and promoting habitat, the opportunity arises to add an educational component within the parks while providing wildlife habitat. The City is already pursuing opportunities for adding wildlife areas into its park system. With careful planning, these habitats can become a unique amenity for park users.

OUTDOOR EDUCATION

Ecological functions serve as an opportunity to educate children, as well as the general public on the importance of our natural resources. Options to consider include educational/interpretive signage, outdoor recreation and education programs, and outdoor classrooms or learning centers.

In addition to providing information on what the City is doing in relation to the preservation of natural resources, this also develops opportunities to show residents what they can be doing in their own neighborhood to make a positive impact.

4.7 MAINTENANCE & OPERATIONS

MAINTENANCE SYSTEMS

Maintenance systems steer the process for implementing maintenance procedures associated with maintaining grounds and buildings. These systems require an understanding of city standards, records, work orders, budget and the maintenance staff.

TYPES OF MAINTENANCE

Scheduled Maintenance - Maintenance procedures that are planned in advance as part of the maintenance schedule.

Routine Maintenance - daily or weekly activities that improve or preserve the piece of equipment, a park asset or a trail component.

Preventative Maintenance - provided to prevent equipment or a park/trail amenity from breaking down and causing safety concerns and issues.

Cyclical Maintenance - Involves a series of scheduled tasks to completing the full cycle of the activity. For example, maintaining green space within a park. The process contains numerous steps (soil preparation, seeding, fertilizing, watering, mowing and aerating) that are repeated on a scheduled cycle.

Unscheduled Maintenance - Maintenance procedures that are not regularly scheduled.

Unforeseen Maintenance - This is a responsive procedure that is preformed due to a failure of an area or piece of equipment.

Maintenance Projects - This activity usually involves a larger scale maintenance activity and the area requiring the maintenance is typically closed to the public while the maintenance is being performed. Users are notified in advance and the project requires planning.

Evaluate existing maintenance practices at least every 2 years to determine if they need to be adjusted to meet the changing needs of the community and maintenance budgeting. Determine if there are ways to reduce maintenance costs, such as engaging public/private partnerships, enlisting and training volunteers, or focusing resources based on community needs and use patterns.

Prioritize maintenance needs for parks, open spaces and trails in the existing system. First, determine a base maintenance standard for the existing system. Following establishment of minimal maintenance needs, prioritize the additional system needs and desires and develop an appropriate action plan given available resources and effort.

4.8 OPERATION & POLICY GUIDELINES

OVERVIEW

Creation of a master plan goes beyond buildings, facilities, and programming, but also must encompass operations and life-cycle costs of each park resource. This discussion includes policies which help the City of Marshalltown manage its resources and make critical decisions concerning its parks, trails, and open space system. The following provides a general outline for policy considerations pertaining to Administration and Operations, Collaboration, Volunteers, and Communications.

ADMINISTRATION AND OPERATIONS

Developing effective administrative techniques will guide Marshalltown's Park and Recreation Department in efficient operation and will assist in keeping it in-line with the interests of the community. Policies are interconnected with administrative duties and are established to guide organization and to reference when major operational decisions are required. Policies are typically set by a governing board, likely the City of Marshalltown or Parks and Recreation Advisory Board when concerning the Parks and Recreation Department.

- Develop consistent approaches to all public procedures and services so the public becomes familiar with a well-known process
- Staff should continue to participate in community projects and civic organizations to develop working relationships throughout the community

- Encourage staff participation in the development of departmental capital improvement recommendations
- Include departmental staff in decisions affecting their departments
- Periodically assess the structure of the staff and Parks and Recreation Advisory Board to ensure that Marshalltown operates in an efficient and effective manner to continue meeting the needs of the community

COLLABORATION

Developing strong relationships and good rapport among other Parks and Recreation staff, City officials, other agencies, and the public is an important key to the overall future success of Marshalltown's park, trails and open space system.

- Maintaining open communication, and understanding the common goals and interests of various groups allows the community to work in a collaborative manner when providing services and facilities
- Commit to collaborating with other community groups, staff, and leadership on mutually beneficial projects
- Attend and participate in quarterly meetings with library, school district, police department, fire department, etc.
- Encourage participation by intergovernmental agencies to establish common interests
- Coordinate program offerings with the Marshalltown School District, YMCA/YWCA and other private organizations to broaden recreation, education, and fitness opportunities
- Focus on relationship building with community groups for joint marketing efforts

VOLUNTEERS

Volunteers are a major factor in current park system maintenance practices and project implementation and will continue to be a critical element to the success of the parks system and programming efforts in Marshalltown. Though coordination of volunteers does require staff time, the rewards can quickly outnumber this commitment.

- Recruit young volunteers through school and youth organizations
- Increase the visibility of volunteer opportunities (i.e. announcements via the website, Twitter, Facebook, etc.) To give the volunteer program a greater presence and appeal
- Provide volunteer training in order to maintain a high level of quality
- Maximize the use of volunteers with special events, general park, trail and open space maintenance activities, and when engaging other organizations (schools, churches, etc.) To assist in annual clean-up events and tasks
- Develop a Park/Open Space Ambassador Program to encourage increased participation by volunteers with increased responsibility
- Engage neighborhood groups or seek to establish neighborhood advisory groups to participate and promote neighborhood park improvement projects, improve awareness of parks and amenities and encourage neighborhood pride/buy-in

COMMUNICATIONS

Good communication can provide heightened interest in the variety of facilities and programs available and create a better understanding of funding and operations. Effective communication is the most important marketing tool used by parks and recreation agencies. It helps promote community support while removing misconceptions about parks and recreation operations.

- Broaden the use of social networking programs (i.e. Facebook, twitter, etc.) To inform residents of news and events, and to encourage participation in recreation programs
- Design the Parks and Recreation portion of the Marshalltown city website to be more interactive and include volunteer opportunities and features that may market the Department while keeping the public informed
- Use all existing publications in Marshalltown to post articles on operations, volunteer initiatives and

activities and events/programs

- Feature a park or facility and a program each month (using methods above) to increase the visibility of each facility; information such as history, amenities, events, future and recent improvements and any other relevant information
- Develop a regional marketing effort to surrounding communities regarding programs that may be unique to Marshalltown
- Develop an annual advertising budget and adopt at least a basic plan for how, when and where to expend this money
- Set up suggestion/complaint boxes (such as those used during the planning outreach process) in highly visible places such as City Hall, the Library, parks, trailheads, etc.) To gather input for needs and/or testimonials and endorsements to include in future planning efforts, as well as to continue the input process started during the Strategic Master Plan process

05

IMPLEMENTATION PLANNING



IMPLEMENTATION PLANNING

3.1 IMPROVEMENT PLANNING

IMPLEMENTATION

One of the most important aspects of the Master Plan is the discussion on implementation. This section explores potential funding opportunities, discusses the value of establishing priorities, and suggests recommended monitoring methods. This plan also makes an appeal to public partners and citizen groups to provide oversight and to be actively involved in implementation. Residents, local government, the school district, law enforcement, healthcare, local businesses, developers, and other agencies will need to work together for Marshalltown's vision for its parks, trails, and open space system to be successful.

As previously described, the community has indicated that fixing what Marshalltown already has before investing in new attractions, is a primary goal. To achieve that goal, the City should begin by approaching improvement recommendations for priority parks. As these recommendations were determined at a master plan level, each project will require additional study, planning and design. Some of these projects will be within the capabilities of City staff, both on the design and implementation stages. However, more complex projects will likely require involvement from outside consultants.

The City is encouraged to start planning recommendations into the capital improvement budget. Selecting lower cost projects for immediate implementation will illustrate the City's willingness to put this master plan into action. It will demonstrate commitment to its objectives for implementing this plan and will set a positive course for fulfilling the goals defined by the community.

INCORPORATING LONG-RANGE ATTRACTIONS

As the City begins narrowing the list of short and mid-term recommendations for its priority parks, consideration should be made for implementing improvements defined as long-range attractions. These are likely more costly amenities, but will not only serve Marshalltown residents but likely draw regional visitors. A list of possible long-range projects is provided on the following page.

Non Site-Specific Items

	RECOMMENDATION	DESCRIPTION	COST
Time-frame To Be Determined	Amphitheater/Event Space 	Determine a location/space to host community events	\$\$\$
	Splash Pad 	Consider adding a splash pad within one of the parks	\$\$\$
	Natural Playscape 	Incorporate a natural playscape/playground area within the community	\$\$
	Parkour/Obstacle Course 	Develop a parkour/obstacle course to provide additional opportunities for teens	\$\$\$
	Chalk/Graffiti Wall 	Create a chalk or graffiti wall to diversify park amenities	\$
	Community Garden 	Establish and promote neighborhood involvement with a community garden	\$
	Climbing Wall 	Diversity park amenities with the addition of a climbing wall	\$\$
	All-Inclusive Park 	Determine a location for an all-inclusive playground/park that serves all ages and abilities	\$\$\$
	Enabling/Healing Garden 	Develop enabling or healing gardens to serve all ages and abilities	\$

Figure 5.1: Long Range Project List

The above long range project list outlines considerations that should be made for implementing future attractions. *Note: These considerations are not listed in any specific order. The time-frame for these items are to be determined by the City of Marshalltown.

FUNDING STRATEGIES (FEDERAL, STATE, LOCAL, OTHER)

As previously discussed, the Marshalltown Parks and Recreation department is below the national median for department funding. This means that the City should consider and is encouraged to seek out additional funding sources to contribute to improving its park and recreation resources. Utilizing volunteer help, seeking private donors, and fundraising are all useful strategies for procuring additional funds for implementing projects.

Many parks, open space and trail projects are planned and implemented using outside funding assistance. Multiple programs are available to assist local governments with the development of parks and trail facilities. The programs differ in the amount of funding offered, local government and administrative procedures, purpose funding may be used for, and time line funding must be spent. Funding can be provided in a variety of combinations, such as state legacy funds, federal grant funds, TIF districts, special service areas or other community financing districts, gas tax, and transportation sales tax. Priority should be given to projects that do fit grant funding parameters, as they may require less capital investment from the City and rely more on other funding sources. The following funding strategies represent commonly used funding sources, but may not include all available funding sources.

FEDERAL FUNDING

The Inter-modal Surface Transportation Efficiency Act of 1991 (ISTEA) and its successor, the Transportation Equity Act for the 21st Century (TEA-21), provide eligibility for pedestrian and bicycle transportation facilities, including trails.

The Federal-Aid Highway Program. This source provides financial assistance to the states to construct and improve the National Highway System, other major roads, bridges, bicycle and pedestrian facilities and trails. Trail projects have to compete for funding with other eligible transportation projects.

The Surface Transportation Program (STP) provides funding for all types of transportation projects, including pedestrian and bicycle facilities. Projects selected through the Transportation Improvement Program (TIP) for projects within the metropolitan planning boundary. Outside the planning boundary, projects are selected through the State Highway Improvement Program. Within STP funding, there are several unique funding programs:

Safety: 10% of STP funds are available only for safety programs, such as railway-highway crossing projects and hazard elimination.

Transportation Enhancements: 10% of STP funds are available for projects that include pedestrian and bicycle facilities, educational programs, landscaping and historic preservation, among other factors. Transportation Enhancement funds flow through the Iowa Department of Transportation (Iowa DOT) and the designated regional planning agency. This grant is a competitive program that requires a full project submittal and there is typically a fund matching component.

The Recreational Trails Program (RTP) provides funds to the states to develop and maintain recreational trails for motorized and non-motorized trails and trail-related projects.

The Public Lands Highways Discretionary Program (PLH) provides assistance to improve access to, and within federal lands.

The National Scenic Byways Program provides funding for state scenic byways programs and improvements.

The Community Development Block Grant (CDBG) Program, through the Department of Housing and Urban Development, offers grants for neighborhood revitalization, economic development and improvements to community facilities and services, and can include trails.

The Land and Water Conservation Fund (LWCF) Grants are used by federal agencies to acquire additions to national parks, forests, and wildlife refuges. They are also available to communities.

STATE FUNDING

Revitalize Iowa Sound Economy (RISE). This state program was established to promote economic development in Iowa through construction or improvement of roads and streets.

Iowa DOT/DNR Fund. Roadside beautification of primary system corridors with plant materials.

Living Roadway Trust Fund. Implement Integrated Roadside Vegetation Management programs (IRVM) on city, county or state rights-of-way or publicly owned areas adjacent to traveled roadways.

Recreational Trails Program. Established to fund public recreational trails.

Iowa Water Trails Mini Grants. Provides money to water trail developers (county conservation boards, cities, non-profits) to support projects to establish water trails. Water trails enhance recreational experiences for all water recreation enthusiasts. Efforts often involve canoeists and kayakers.

REAP City Parks and Open Space Grant Program. REAP provides money to cities through competitive grants. Eligible projects include park land expansion and multi-purpose recreation development. Athletic fields, ball fields, tennis courts, golf course and other organized sport facilities as well as swimming pools and playground equipment are not eligible for funding.

REAP Conservation Education Program. The Conservation Education Program (CEP) is a key provision of the Resource Enhancement and Protection (REAP) Act of 1989. A five-member board implements the CEP and annually they allocate approximately \$350,000 in grants for conservation education in Iowa.

LOCAL FUNDING

Park dedication fees represent an important source of park and trail revenue. The dedication of either land or cash, or combination thereof at the time that residential property is subdivided. The fee should be reviewed on an annual basis and updated as necessary to adjust for the cost of living.

It is recommended that the City of Marshalltown consider incorporating park redevelopment infrastructure planning as part of the five-year Capital Improvements Plan.

Private Donations. Marshalltown should establish a list of potential park and trail improvements that could be funded through charitable institutions. The list of improvements should identify the park or trail need and the process the public can use to donate revenue or equipment.

A Referendum (Voter Approved Bonds) is another potential local funding source. The Community may place a referendum on voter ballots for consideration by the public to support park and trail improvements. If approved the service levies are spread on the market value of property.

Other potential local funding sources that should be explored include: Property Taxes, Charitable Community Groups, Grass Roots Fund-raising, In-kind Donations, Local Business Support and Partnerships.

Local General Fund is another source for financing municipal improvements. Cities identify local improvement needs as part of the annual budgeting process and may assign a percentage of the general city tax levy to fund ongoing improvements.

Special Assessments are a real property tax proportionately levied on homeowners and landowners to cover the costs of improvements that will benefit those on which it is imposed. Special assessments are a common mechanism used by cities to help pay for sidewalk and sewer improvements.

Sidewalk Improvement Districts. A city may establish, by ordinance, a sidewalk improvement district to pay all or a portion of the cost of sidewalk construction and repair by apportioning the cost throughout the property in the district on a "direct or indirect benefit basis." The City Council may establish districts in order to provide all areas with safe pedestrian walkways to and from schools, school bus stops, public transportation facilities and other neighborhood and community services. An indirect benefit assessment may involve all property in the district without regard to location of sidewalks. A direct benefit may be assessed to abutting property for the additional cost of an extra sidewalk width. Assessments may be spread over a five-year period, but there is no provision in the statute for issuing obligations initially, to finance the cost, nor is any procedure prescribed for making the assessments.

[Page intentionally left blank]

06

RESOURCES & APPENDIX



RESOURCES & APPENDIX

RESOURCES & APPENDIX

This section of the plan is comprised of the full park system inventory, community input survey results, and youth input survey results. The location for each of these elements is provided below:

- A.1 APPENDIX A **PARK SYSTEM INVENTORY**
- B.1 APPENDIX B **COMMUNITY INPUT SURVEY RESULTS**
- C.1 APPENDIX C **YOUTH INPUT SURVEY RESULTS**

The following includes a list of figures used in this report:

- Figure 1.1: Project Process
- Figure 2.1: Project Objective
- Figure 2.2: Project Goals
- Figure 3.1: Park Inventory Spreadsheet Example
- Figure 3.3: Marshalltown Trails Map
- Figure 3.4: Park Inventory Overview Table
- Figure 3.5: SWOT Analysis
- Figure 3.6: Comment box at Marshalltown Trail Head
- Figure 3.7: Press release for advertising open house
- Figure 3.8: Comment card for community members to provide feedback
- Figure 3.9: Comment box at Riverview Park Trail Head
- Figure 3.10: Word cloud of survey responses
- Figure 3.11: The project team presenting at the Park Tour and Open House Event
- Figure 3.12-3.14: Example of Survey Results
- Figure 3.15-3.16: Example of Youth Survey Results
- Figure 3.17: Key findings from the NRPA department evaluation
- Figure 3.18: Park's Department Community Comparisons Chart
- Figure 3.19: Supplemental Community Comparisons Chart
- Figure 4.1: Community Values and Associated Goals
- Figure 4.2: Example of Park Recommendations
- Figure 4.3: Marshalltown Parks and Service Areas
- Figure 4.4: Priority Parks Map
- Figure 4.5: Trail Improvement Areas
- Figure 4.6: Proposed Trails Map
- Figure 4.7 Annual Participation Rates
- Figure 4.8: No Longer Offered Programs
- Figure 4.9: Downtown Marshalltown Character
- Figure 4.10: Turtle at Assistance League Park
- Figure 4.11: JBS elements at Riverside Park
- Figure 4.12: Interpretive Signage Example
- Figure 4.13: Children's Discovery Garden at MEGA 10 Park
- Figure 4.14: Image highlighting the need for improved accessibility within the Marshalltown parks
- Figure 5.1: Long Range Project List

2018-2028 STRATEGIC MASTER PLAN



MARSHALLTOWN PARKS & REC

ANSON PARK

301 East Anson

Overall Size = 8.8 AC

<u>PARK AMENITIES</u>	<u>YES/NO</u>	<u>DESCRIPTION</u>
Playgrounds	YES	Multiple playgrounds are available.
Play Equipment	YES	The park has two play systems which include: a twin rider, ponies/frog/squirrel, adult swings(4), pull slide, geodesic climber, infant swings (2), 4' crawl tube, and a spring platform. Additional amenities including: five trash receptacles and nine benches.
Ball Fields	YES	There is a softball field (approximately 230' outfield fence from home plate).
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	One enclosed shelter is available with a maximum capacity of 213. There are also four open-air shelters. Two picnic tables are available within the shelters. There is one additional picnic table available (not in a shelter).
Restroom Facilities	YES	Restrooms are available within the enclosed shelter. There is an additional restroom facility adjacent to the playground. Currently there is no connection to sidewalk to the restrooms.
Drinking Fountain	YES	A drinking fountain is available.
On-Site Parking	NO	Currently there is no dedicated lot. Parking is available at the school.
<u>NOTABLE SITE FEATURES</u>		
Has one enclosed shelter, four open-air shelters, restrooms, softball diamond, and ten pieces of play equipment.		
<u>ADDITIONAL NOTES</u>		
Limited sidewalk access to the play equipment, shelters, and restrooms. Nine bike racks available. The Anson play area East of 4th Ave includes: three shelters, sidewalk access, connects to school parking lot, toddler playground, two benches, one trash receptacle, three grills, and six picnic tables.		

ARNOLDS PARK

107 S 7th Street

Overall Size = 1.3 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	The park includes two separate playground areas.
Play Equipment	YES	Play equipment includes: a 12' cyclone slide, adult swings (2), tot swings (2), junior whirl, 5' mogul slide, and two bouncer ponies.
Ball Fields	NO	N/A.
Courts	YES	There is a basketball court with two hoops. 42'x90' (approximately) - It is an asphalt court.
Athletic Fields	NO	N/A.
Shelter	NO	N/A.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	NO	N/A.
<u>NOTABLE SITE FEATURES</u>		
Has play equipment and a basketball court.		
<u>ADDITIONAL NOTES</u>		
Several large ash trees within the park. Play equipment appears to be well kept.		

ASSISTANCE LEAGUE PARK

1008 East High Street

Overall Size = 1.4 AC

<u>PARK AMENITIES</u>	<u>YES/NO</u>	<u>DESCRIPTION</u>
Playgrounds	YES	There are several pieces of play equipment.
Play Equipment	YES	Play equipment includes: a coaster climber, three bouncers, one digger, geodesic climber, tube slide, tornado slice, adult swings (2), infant swings (2), turtle, and a twin rider.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	Open-air shelter available. No electricity within the shelter. Seating for 8.
Restroom Facilities	NO	N/A.
Drinking Fountain	YES	A drinking fountain is available.
On-Site Parking	NO	N/A.

NOTABLE SITE FEATURES

Has a shelter and play equipment.

ADDITIONAL NOTES

The park has limited sidewalk access. Currently there is no accessibility to park features or shelter, and no trash receptacles. There is a serpentine walk around the slide.

BICENTENNIAL PARK

507 Grandview Drive

Overall Size = 8.2 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	Play equipment is generally in good condition.
Play Equipment	YES	Modular playground unit (approximate 2-5 year age range) which includes adult swings (2).
Ball Fields	NO	N/A.
Courts	YES	Basketball court is available.
Athletic Fields	NO	N/A.
Shelter	YES	Shelter with one grill, a security light, and a male and female restroom. Electricity is available.
Restroom Facilities	YES	Male and female restroom on site. Three available portable toilets at the soccer fields owned by the adjacent school.
Drinking Fountain	NO	N/A.
On-Site Parking	YES	Parking lot available.

NOTABLE SITE FEATURES

Has a restroom/shelter, play equipment, and a basketball court.

ADDITIONAL NOTES

The entryway is somewhat poorly defined and lacking signage to indicate where to enter. Soccer fields are school property. Includes a large unmown area/drainage way. There is a possible opportunity for disc golf.

BPW PARK 407 Marion Street Overall Size = .8 AC		
<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	The park has play equipment available.
Play Equipment	YES	Play equipment includes: a climber, pony, adult swings (2), twin rider, groovy slide, merry-go-round. Additional amenities: picnic table with trash receptacle, and one security light.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	NO	N/A.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	NO	N/A.
<u>NOTABLE SITE FEATURES</u>		
Has play equipment and an open field area.		
<u>ADDITIONAL NOTES</u>		
Park currently has several weeds with little to no turf grass (in part due to soccer use). Graffiti is present on play equipment.		

ELK'S PARK 516 N Third Street Overall Size = 1.2 AC		
<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	Has play equipment available.
Play Equipment	YES	Play equipment includes: Adult Swings (2), merry-go-round, climber, bouncers/ponies (2), infant swings (2), 12' typhoon slide, twin rider, and a climbing wall.
Ball Fields	NO	N/A.
Courts	YES	Basketball court are available.
Athletic Fields	NO	N/A.
Shelter	YES	Small, open-air shelter in good condition (Materials: steel and powdercoated). A picnic table is also available.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	NO	N/A.
<u>NOTABLE SITE FEATURES</u>		
Has a shelter/restroom, basketball court and play equipment.		
<u>ADDITIONAL NOTES</u>		
Currently has poor access. At this time there are no connection to sidewalks. The park contains a good age mix of playground equipment.		

GLENWOOD PARK

2601 S 6th Street

Overall Size = 7.5 AC

<u>PARK AMENITIES</u>	<u>YES/NO</u>	<u>DESCRIPTION</u>
Playgrounds	NO	N/A.
Play Equipment	NO	N/A.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	Has a mini shelter.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	NO	No on-site parking currently available. Does have sidewalk access.

NOTABLE SITE FEATURES

The park contains a detention pond with a fountain, dock access, and trail loop around the pond.

Scenic prairie areas are also incorporated within the park.

ADDITIONAL NOTES

Attractive prairie plants - the prairie is in good condition as a result of quality maintenance (prairie burn earlier this year). There may be opportunities to make an event of prairie burns.

GOLDFINCH PARK

310 W Merle Hibbs Blvd.

Overall Size = 14.8 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	NO	N/A.
Play Equipment	NO	N/A.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	Has a mini shelter.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	No	The current available parking is the driveway(s) of an adjacent future development. Has sidewalk ramp access.
<u>NOTABLE SITE FEATURES</u>		
Space includes a scenic detention pond with a dock/fishing pair.		
<u>ADDITIONAL NOTES</u>		
Currently there is limited parking and accessibility. 10 new trees were recently planted along the adjacent roadway. The space is being used by some residents for fishing. Typical fish that have been caught in this location include: bass, croppie, and northern blue gill. Additional amenities include benches and a trash receptacle.		

JAYCEES PARK

1401 Rolling Meadows Road

Overall Size = 1.2 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	The park has play equipment available.
Play Equipment	YES	Play equipment includes: a mustang whirl, adult swings (2), infant swings (2), wave slide, modular system, twin rider. Two primary play areas.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	The park has an open-air shelter with one picnic table, one trash receptacle. No sidewalk access to the shelter.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	NO	No parking currently available. Visitors are required to park on the side of the street.

NOTABLE SITE FEATURES

Has a shelter and play equipment.

ADDITIONAL NOTES

Currently there are no sidewalk connections. The park is small but quaint.

JUDGE PARK

1203 South 12th Street

Overall Size = 4.1 AC

<u>PARK AMENITIES</u>	<u>YES/NO</u>	<u>DESCRIPTION</u>
Playgrounds	NO	N/A.
Play Equipment	NO	N/A.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	The park has one gazebo with two picnic tables.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	YES	Parking is available, but with limited access, visibility, and signage.

NOTABLE SITE FEATURES

Notable site features include gazebo, bridge, vast open space, trail connectivity to other recreation areas.

ADDITIONAL NOTES

Somewhat difficult to find/access the park. Seems to be underutilized. Has access to trails, prairie, and other community parks.

KIWANIS PARK

2206 S 3rd Avenue

Overall Size = 6.5 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	Has playground equipment available.
Play Equipment	YES	Play equipment includes: adult swings (2), wave slide, merry-go-round, climber, bouncers/ponies (2), infant swings (2), and a play system.
Ball Fields	NO	N/A.
Courts	YES	Has a basketball court with one hoop. The court is approximately 40'x90' (asphalt court) - is currently in need of repair/replacement.
Athletic Fields	YES	Soccer fields are available but unmaintained. These currently appear as open space.
Shelter	YES	The park has one enclosed shelter with outlets, but not heat or air conditioning. The shelter includes fans, grills with exhaust vents, and 12 picnic tables. Available for rental with a maximum capacity of 99. Additional open-air shelter with a grill and two picnic tables.
Restroom Facilities	YES	Yes, the park has male and female restroom available (only when building is rented).
Drinking Fountain	YES	Yes, but hidden behind an overgrown shrub.
On-Site Parking	YES	A large parking lot available.

NOTABLE SITE FEATURES

The park has an enclosed shelter, enclosed restrooms, one open-air shelter, play equipment, and a basketball court. The basketball court is currently in poor condition.

ADDITIONAL NOTES

The play equipment and features are dated and in need of improvement or replacement.

LAWRENCE PARK

102 N 22nd Street

Overall Size = .2 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	NO	At this time the park only contains two swings and a bouncer feature.
Play Equipment	YES	The park has limited play equipment. Adult swings (2), bouncer/pony (1).
Ball Fields	NO	N/A.
Courts	YES	The park has a basketball hoop with a small asphalt pad. Approximately 40'x20' basketball court.
Athletic Fields	NO	N/A.
Shelter	NO	N/A.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	NO	N/A.

NOTABLE SITE FEATURES

Swings, bouncer, and basketball hoop.

ADDITIONAL NOTES

Two shade trees - both of which are Ash trees.

LINN CREEK RECREATIONAL TRAIL

2101 Highland Acres Road

Overall Size = 9.6 Miles

<u>PARK AMENITIES</u>	<u>YES/NO</u>	<u>DESCRIPTION</u>
Playgrounds	NO	N/A.
Play Equipment	NO	N/A.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	NO	N/A.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	NO	N/A.

NOTABLE SITE FEATURES

9.6 miles of recreational trails connecting to several parks and recreation areas.

ADDITIONAL NOTES

Several comments in the comment boxes addressed cracks in the trails and the overall condition of trails. Has benches, trash receptacles, and mini shelters along the trail.

MARSHALLTOWN SKATE PARK

901 South 6th Street

Overall Size = 1.5 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	NO	N/A.
Play Equipment	YES	The park contains nine skate park features/obstacles.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	NO	N/A.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	NO	No parking area for the skate park itself, however there is the ability to park at MEGA 10 and access via the Linn Creek Trail. The 6th Street Complex/MFL/Little League parking lot is also within close proximity.
<u>NOTABLE SITE FEATURES</u>		
<u>ADDITIONAL NOTES</u>		
Elements within the skate park are in good condition and are made of steel. There is space is available for a few more obstacles to be incorporated. There are two security lights currently in the park. There is lighting on the skating area for night use of the space.		

MEGA 10 PARK

902 South 6th Street

Overall Size = 4.9 AC

<u>PARK AMENITIES</u>	<u>YES/NO</u>	<u>DESCRIPTION</u>
Playgrounds	YES	Newly updated playground, equipment, and Children's Discovery area.
Play Equipment	YES	2017 Playground equipt with Iowa's first zipline of its kind. Additional adult fitness area, 4 bay (adult) swings, and Children's Discovery area.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	The park currently has tree open-air shelters, each with a grill, trash can, and two tables.
Restroom Facilities	YES	Mens and womens restroom available.
Drinking Fountain	YES	Drinking fountain access at the restrooms.
On-Site Parking	YES	18 parking spaces available by the caboose with nearby off site parking.

NOTABLE SITE FEATURES

Has three open-air shelters, restrooms, new play equipment, and caboose.

ADDITIONAL NOTES

The Children's Discovery Garden has multiple themes, including an edible garden, musical play area, butterfly/pollinator garden, outdoor classroom, and more. The caboose is newly painted with updated landscape design and benches. New playground surfacing is currently peeling up in places. It may be beneficial to increase the amount of security/lighting.

MORRIS PARK

On trail west of 12th Street

Overall Size = 11.9 AC

<u>PARK AMENITIES</u>	<u>YES/NO</u>	<u>DESCRIPTION</u>
Playgrounds	NO	N/A.
Play Equipment	NO	N/A.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	Bench available alongside the trail.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	NO	N/A.
<u>NOTABLE SITE FEATURES</u>		
<u>ADDITIONAL NOTES</u>		
Only accessible via walking/bike trail.		

NICHOLSON-FORD OHV PARK

East end of Marion Street

Overall Size = 367 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	NO	N/A.
Play Equipment	NO	N/A.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	The park has an open-air shelter.
Restroom Facilities	YES	Mens and womens restroom is available.
Drinking Fountain	NO	N/A.
On-Site Parking	YES	Parking is available.

NOTABLE SITE FEATURES

The park has scenic trails and naturalized areas.

ADDITIONAL NOTES

This is a DNR Designated OHV Park. The park provides access to naturalized areas and the Linn Creek trail. The City currently owns the land and leases it to the OHV club for their use for \$125/year. The lease is in effect until 2025, at which time it can be renewed for another 10 years. The park is located on the Iowa River Floodplain.

OPTIMIST PARK 305 S 18th Avenue Overall Size = 1.2 AC		
<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	The park has play equipment available.
Play Equipment	YES	Play equipment includes a galaxy whirl, three bouncers/ponies, play structure (newer) and accommodates an aproximate 5-12 age range.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	The park has an open-air wooden shelter with two picnic tables, a grill and a bench. There is no electricity currently available.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	YES	2-4 parking spaces are provided. There is also parking available in the neighboring office lot.
<u>NOTABLE SITE FEATURES</u>		
The park has a shelter and play equipment.		
<u>ADDITIONAL NOTES</u>		
The park currently does not have sidewalk access or much accessibility.		

PETERSON PARK

1503 Woodbury Street

Overall Size = 2.2 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	The park has play equipment available.
Play Equipment	YES	Play equipment available including: adult swings (2), infant swings (2), climber, bouncers/ponies (2), tall slide, and a modular play structure. Additional amenities include one picnic table.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	NO	N/A.
Restroom Facilities	NO	N/A.
Drinking Fountain	NO	N/A.
On-Site Parking	NO	No on-site parking currently available.

NOTABLE SITE FEATURES

The play equipment and trail access.

ADDITIONAL NOTES

The park currently has some graffiti on play equipment and no security lighting. The park does have good trail access, which could be a great opportunity for trail side amenities.

RIVERVIEW PARK

402 Woodland Street

Overall Size = 153.8 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	Multiple playgrounds and play areas.
Play Equipment	YES	Three playground areas. Play structure #1 (age range 5-12), Adult swings (4), infant swings (2), additional amenities: 2 picnic tables, 3 benches, and security light. Play structure #2 (age range 3-10), infant swings (2), 3 picnic tables, 3 benches, bouncers, diggers, security light, parking and sidewalk access. Play structure #3 (Ages 5-13) newer, more modern appearance.
Ball Fields (Disc Golf)	YES	18 hole disc golf course available at the park.
Courts	YES	Tennis court (1) with pickleball striping (newer/good condition), a basketball court, and a volleyball court. Bike racks are available near the tennis/basketball courts.
Athletic Fields	NO	N/A.
Shelter	YES	Three enclosed shelters with grills. #1 Community Building (120 capacity) - largest, most popular near campground. Parking available, heat and ac, fridge, sink, and restrooms. Enclosed shelter #2 Reunion hall (100 capacity) - parking and sidewalk access, restrooms, fridge, sink, projection screen, 3 picnic tables and grill. #3 log cabin - volleyball court, 6 picnic tables, grill, restrooms nearby. Three additional open-air shelters with grills, trash receptacles, and picnic tables. Volleyball standards at the Community Building and Reunion Hall.
Restroom Facilities	YES	Restroom facilities are available in the Community Building, Reunion Hall, and outside the Log Cabin and near dog park/Woodland Street (water fountain available).
Drinking Fountain	YES	Drinking fountain near dog park/road way, access to water/restroom (but not a drinking fountain) near the Log Cabin.
On-Site Parking	YES	Multiple parking areas. On-site parking available near the community building, the reunion building and adjacent park, the tennis courts, and the dog park.

NOTABLE SITE FEATURES

3 enclosed shelters, 3 playground areas, tennis court with pickleball striping, basketball court, volleyball court, dog park (small and large dog runs), annual planting beds, JBS statues, Bell tower, camping sites, 18 hole disc golf course, trail network, river along the North side the park, and bridge.

PROGRAMMING

Children/group activities offered in the Community Building and Reunion Building. Summer programming offered.

ADDITIONAL NOTES

Disc golf course - popular and spans across both sides of Woodland Street. There is an opportunity to beautify the portion of the park along Highway 14 as part of the corridor improvement project. Potential to cut down on moving and preserve "naturalized areas" (would need to revise ordinance in relation to maintenance.)

RIVERVIEW PARK CAMPGROUND

402 Woodland Street

Overall Size = 12.5 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	NO	There are currently no playgrounds available in the campgrouna area.
Play Equipment	NO	There is play equipment available in other areas of the park.
Ball Fields	NO	N/A.
Courts	NO	There is a tennis court with pickleball striping, a basketball court, and a volleyball court available in other areas of the park.
Athletic Fields	NO	N/A.
Shelter	YES	Two open-air shelters are provided within the campground. Each of these shelters has electricity. There are six picnic tables per shelter. One shelter indicated that it was built in 1988.
Restroom Facilities	YES	Restroom are available for campers, but only with a code. The restroom area includes two showers, two toilets, and two sinks. A book share elemtne is available outside of the restrooms.
Drinking Fountain	YES	There is access to running water (via a pump). 3 Hydrants available.
On-Site Parking	YES	There is a parking lot at the Community Building as well as 60 camp sites with space for the renter to park.

NOTABLE SITE FEATURES

60 camp sites are offered for rent, each with electricity available. The area has two open-air shelters. There are locked restrooms with showers available through the use of a code system.

ADDITIONAL NOTES

An online reservation system would be preferred for camp sites. The sites are not currently being fully booked. There is an opportunity to naturalize the area and enhance the west side of the park along Highway 14 with the corridor improvement project.

SIXTH STREET COMPLEX/MFL/LITTLE LEAGUE AREA

800 South 6th Street

Overall Size = 30.8 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	Has two small play areas.
Play Equipment	YES	Small play structures with bench (older) in close proximity.
Ball Fields	YES	There are three softball fields within the Sixth Street Complex area, as well as 5 additional ball fields in the Little League area (little league not owned/maintained by the City).
Courts	NO	N/A.
Athletic Fields	NO	
Shelter	YES	The park contains six gazebos, two shelters, and one concession stand. There are several trash receptacles on-site.
Restroom Facilities	YES	Yes - with the concession stands. One provided by the East diamond, one by the West diamond.
Drinking Fountain	YES	Yes - one by the concession, one by the East diamond, one by the West diamond.
On-Site Parking	YES	Parking is available, however the parking conditions are somewhat poor.

NOTABLE SITE FEATURES

The area includes ball fields, a seating and concession area, benches, and a rock monument.

PROGRAMMING

Has several programmed sporting events.

ADDITIONAL NOTES

The seating/concession areas are in good condition. The parking and playground area have room for improvement.

TIMBER CREEK PARK

609 E Southridge

Overall Size = 15.8 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	The park has play equipment available.
Play Equipment	YES	Play system with an age range of 2-10. Includes: adult swings (2), infant swings (2), bouncers/ponies - 3 (seal, frog, spaceship), and diggers(2). Additional amenities include: 6 trash receptacles, and four benches.
Ball Fields	NO	N/A.
Courts	NO	N/A.
Athletic Fields	NO	N/A.
Shelter	YES	There are two open-air shelters, each with 6 picnic benches and two trash receptacles.
Restroom Facilities	YES	Yes - a mens and womens restroom, built 2016.
Drinking Fountain	YES	Drinking fountain available. Not working/needs repairs (\$\$).
On-Site Parking	YES	There are two parking areas. One six-stall lot, and an additional cul-de-sac/turn-around parking area.

NOTABLE SITE FEATURES

Areas of prairie, bridges, shelters, trash receptacles, play equipment, and a pond.

ADDITIONAL NOTES

A bio-retention area is to be installed by six-stall parking area. The pond's water quality needs improvement, with the potential to be dredged.

WEST END/TANKERSLEY PARK

220 N 13th Street

Overall Size = 4.9 AC

<u>PARK AMENITIES</u>	YES/NO	DESCRIPTION
Playgrounds	YES	The park has play equipment available.
Play Equipment	YES	Play equipment includes: a 6' typhoon slide, play system, digger, adult swings (2), infant swings (2), and twin rider.
Ball Fields	YES	The park contains softball field (regular maintenance is needed).
Courts	Yes	Previously four tennis courts were available. Futsal is planned for future use.
Athletic Fields	NO	N/A.
Shelter	YES	Includes an open-air shelter with two picnic tables. There is also a grill available.
Restroom Facilities	YES	There is a restrooms facility available, which is planned to be replaced.
Drinking Fountain	NO	N/A.
On-Site Parking	YES	Parking is available by the old tennis courts/futsal area. Small parking lot by the restrooms as well.

NOTABLE SITE FEATURES

The park has a shelter, restrooms, tennis courts, six pieces of play equipment, bridge over creek, and a softball diamond.

ADDITIONAL NOTES

The drainage way serves as an opportunity for a riparian strip, playground equipment in relatively good shape. The swing set could be improved with a new coat of paint.

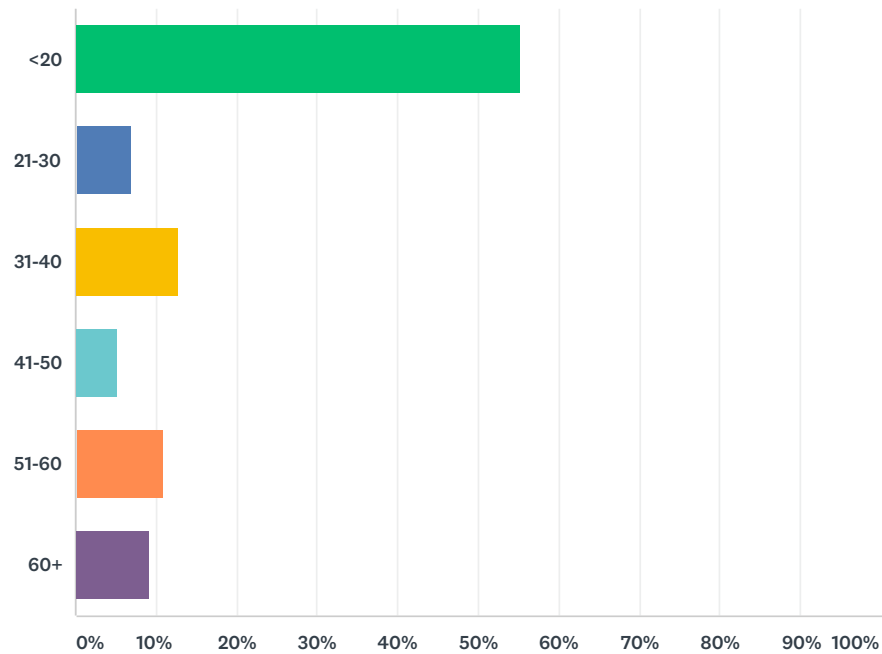
Q1 What three words would you use to describe recreation?

Answered: 526 Skipped: 120

Health Camping Community Interesting Entertaining
Clean Healthy Athletic Parks Nice Exercise
Necessary Relaxing Play Activity Physical
Outdoors Happy Outside Running Family
Creative Nature Recreate Safe Fun in Sun Trails Biking

Q2 What is your age group?

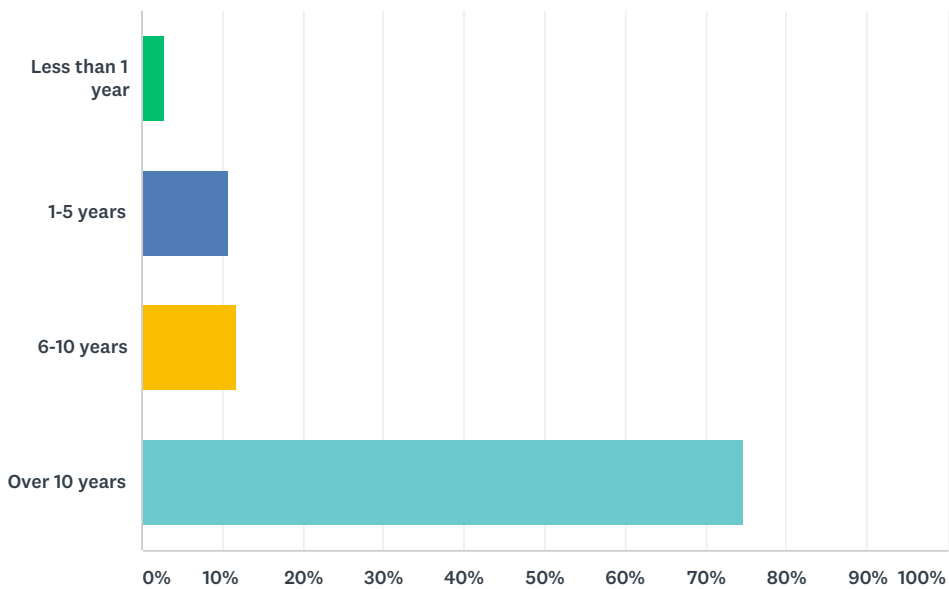
Answered: 639 Skipped: 7



ANSWER CHOICES	RESPONSES	
<20	55.24%	353
21-30	6.89%	44
31-40	12.68%	81
41-50	5.16%	33
51-60	10.80%	69
60+	9.23%	59
TOTAL		639

Q3 How long have you lived in Marshalltown?

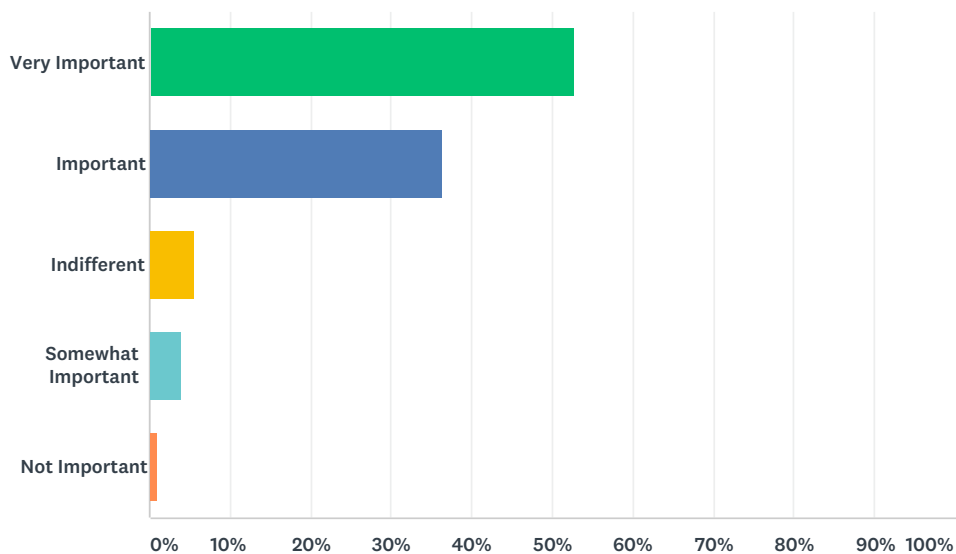
Answered: 643 Skipped: 3



ANSWER CHOICES		RESPONSES	
Less than 1 year		2.80%	18
1-5 years		10.73%	69
6-10 years		11.82%	76
Over 10 years		74.65%	480
TOTAL			643

Q4 How important are parks, trails, and open space to Marshalltown's overall quality of life?

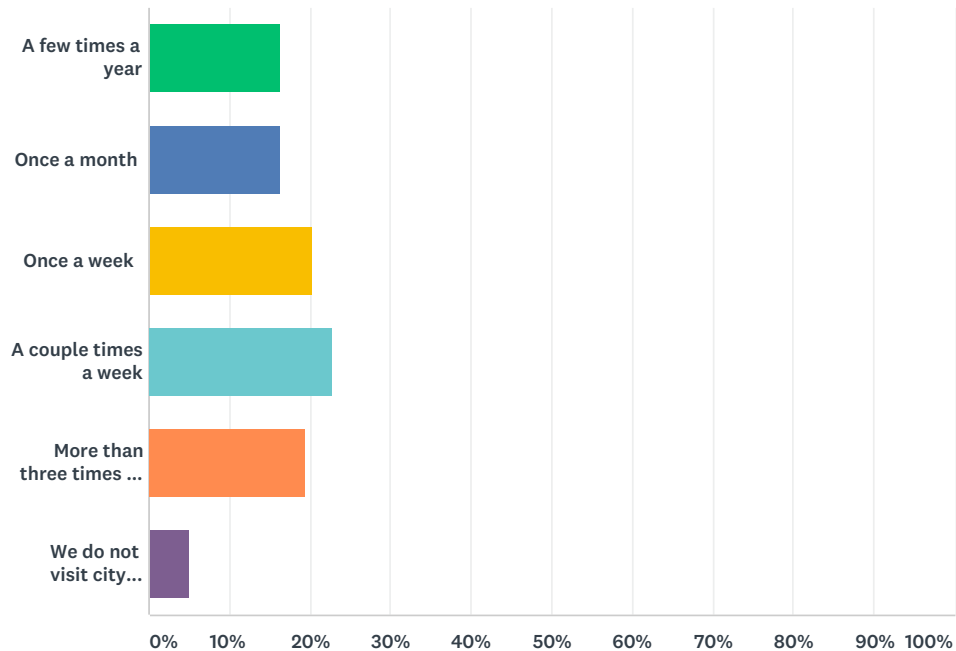
Answered: 642 Skipped: 4



ANSWER CHOICES	RESPONSES	
Very Important	52.80%	339
Important	36.45%	234
Indifferent	5.61%	36
Somewhat Important	4.05%	26
Not Important	1.09%	7
TOTAL		642

Q5 How often do you or a member of your household typically visit a City of Marshalltown park, trail, or open space area?

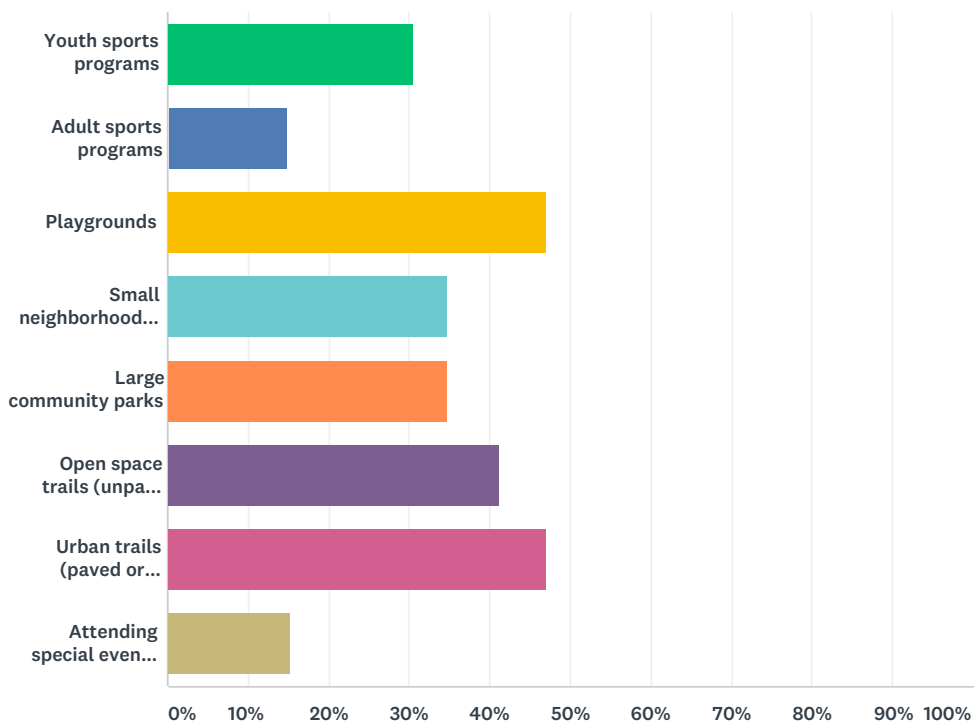
Answered: 645 Skipped: 1



ANSWER CHOICES	RESPONSES	
A few times a year	16.28%	105
Once a month	16.28%	105
Once a week	20.31%	131
A couple times a week	22.79%	147
More than three times a week	19.38%	125
We do not visit city parks	4.96%	32
TOTAL		645

Q6 Which of these City amenities or programs do you or your household use most often? (Select up to 3)

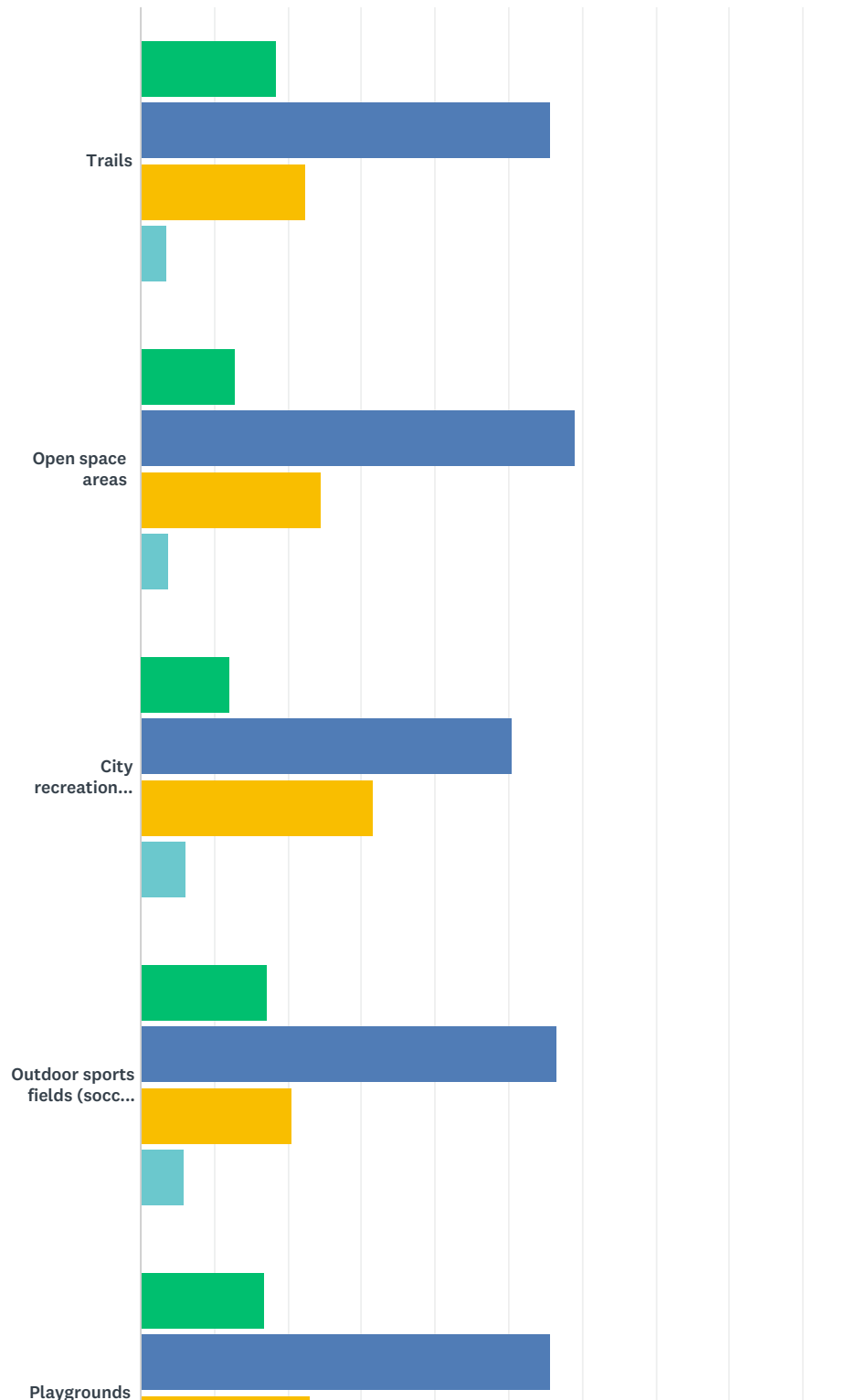
Answered: 632 Skipped: 14

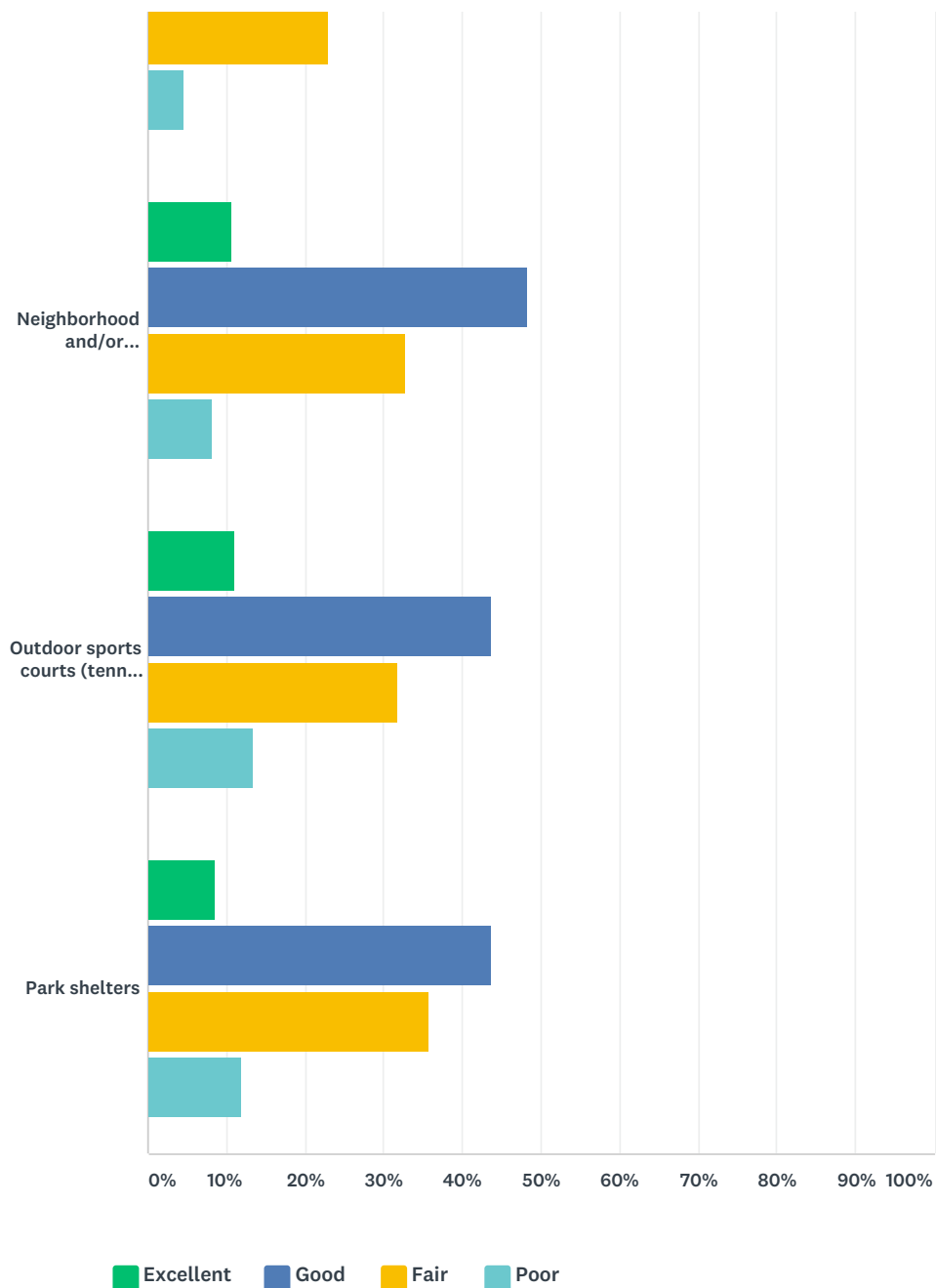


ANSWER CHOICES	RESPONSES	
Youth sports programs	30.54%	193
Adult sports programs	14.87%	94
Playgrounds	47.15%	298
Small neighborhood parks	34.65%	219
Large community parks	34.81%	220
Open space trails (unpaved or located in more natural areas)	41.30%	261
Urban trails (paved or located in urban areas)	47.15%	298
Attending special events in parks	15.35%	97
Total Respondents: 632		

Q7 How would you rate the overall quality and condition of each of the following?(Excellent, good, fair, poor)

Answered: 637 Skipped: 9



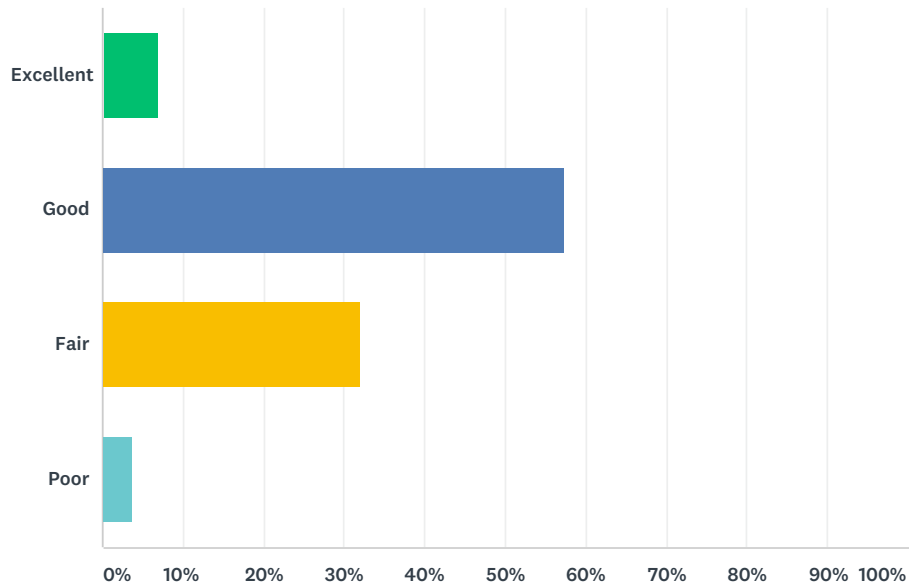


	EXCELLENT	GOOD	FAIR	POOR	TOTAL	WEIGHTED AVERAGE
Trails	18.47% 111	55.57% 334	22.30% 134	3.66% 22	601	2.11
Open space areas	12.77% 78	59.08% 361	24.39% 149	3.76% 23	611	2.19
City recreation buildings or community centers	12.05% 74	50.33% 309	31.60% 194	6.03% 37	614	2.32
Outdoor sports fields (soccer, football, baseball, etc.)	17.21% 105	56.39% 344	20.49% 125	5.90% 36	610	2.15
Playgrounds	16.69% 103	55.59% 343	23.01% 142	4.70% 29	617	2.16

Neighborhood and/or community parks	10.70% 66	48.30% 298	32.90% 203	8.10% 50	617	2.38
Outdoor sports courts (tennis, basketball, etc.)	11.07% 67	43.80% 265	31.74% 192	13.39% 81	605	2.47
Park shelters	8.67% 51	43.71% 257	35.71% 210	11.90% 70	588	2.51

Q8 Overall, how would you rate the quality/physical condition of the existing City parks and recreation facilities?

Answered: 639 Skipped: 7



ANSWER CHOICES	RESPONSES	
Excellent	6.89%	44
Good	57.28%	366
Fair	32.08%	205
Poor	3.76%	24
TOTAL		639

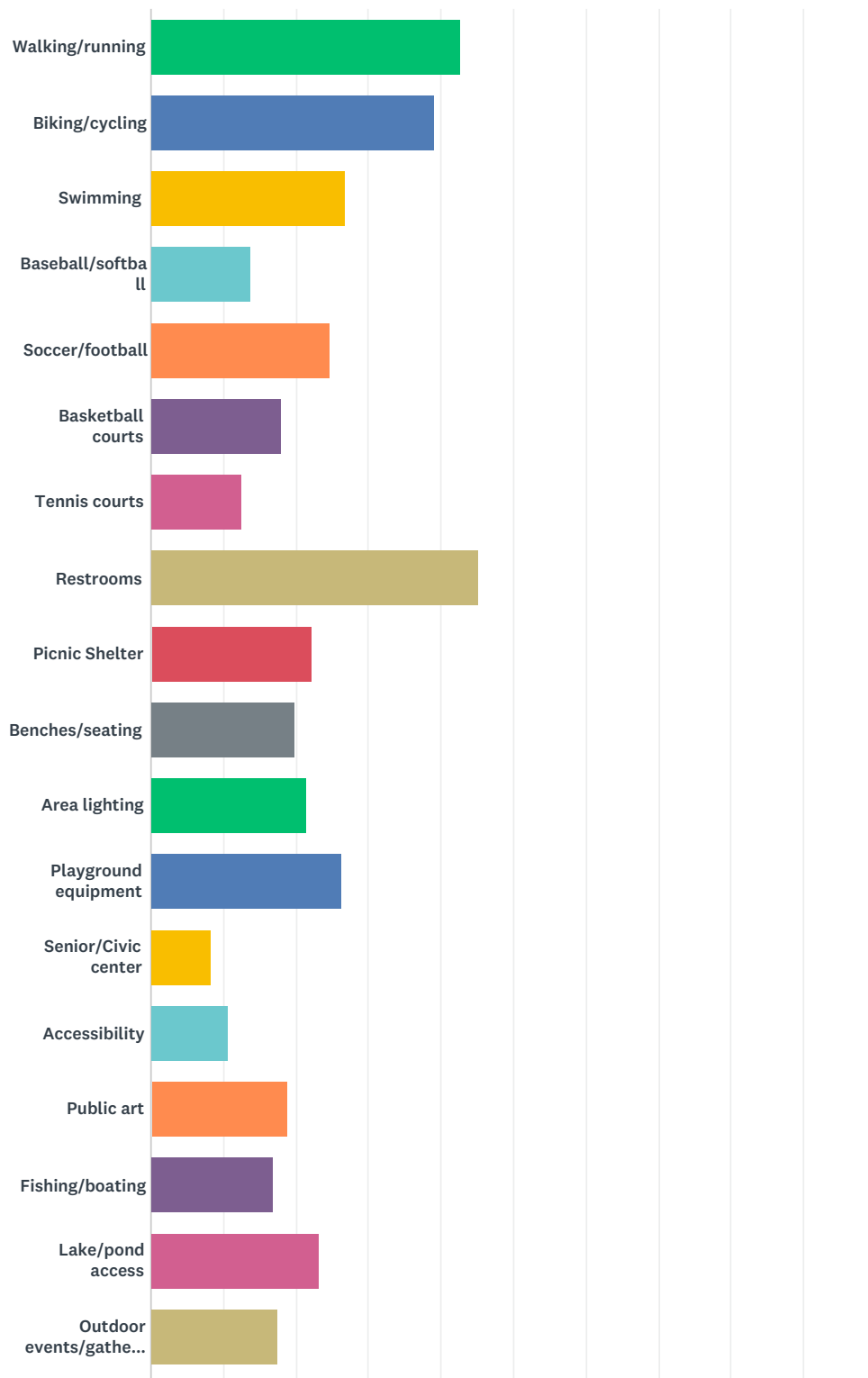
Q9 What is your favorite outdoor recreation activity?

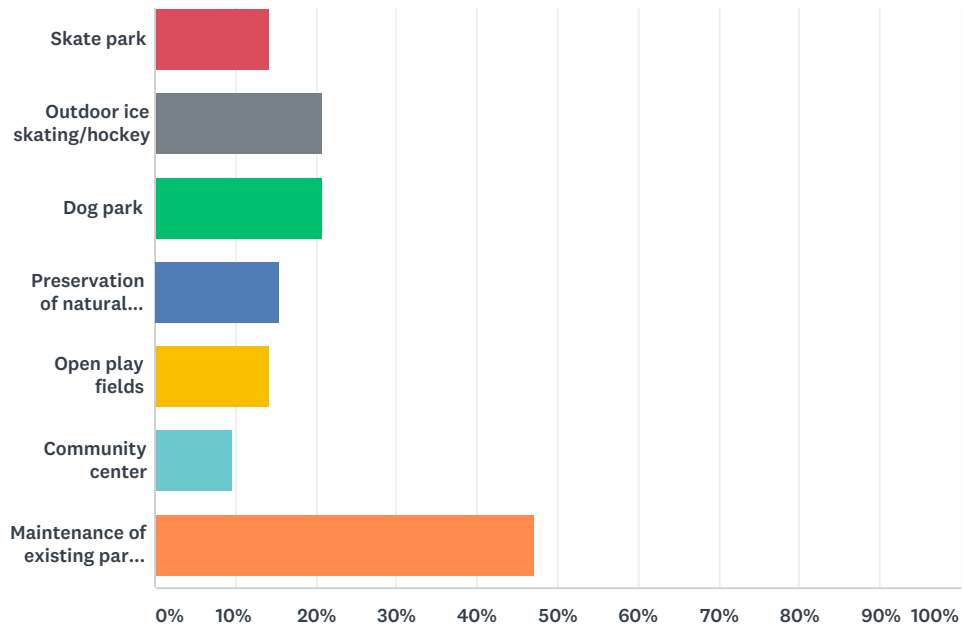
Answered: 593 Skipped: 53



Q10 What activities/amenities do you feel Marshalltown should focus on over the next 5-10 years? (select up to 5)

Answered: 629 Skipped: 17



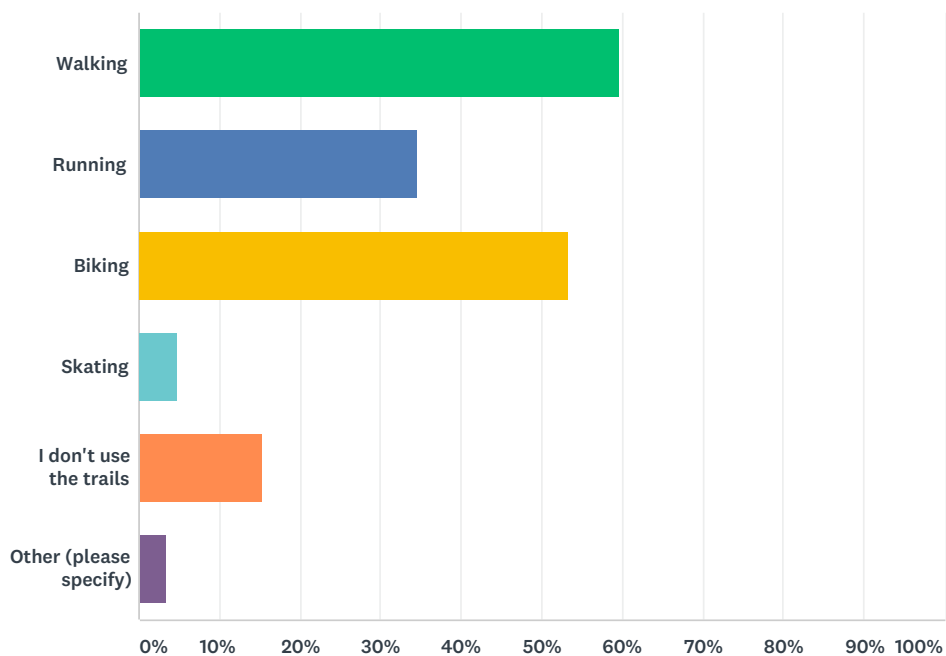


ANSWER CHOICES	RESPONSES	
Walking/running	42.61%	268
Biking/cycling	39.11%	246
Swimming	26.71%	168
Baseball/softball	13.83%	87
Soccer/football	24.64%	155
Basketball courts	17.97%	113
Tennis courts	12.56%	79
Restrooms	45.15%	284
Picnic Shelter	22.10%	139
Benches/seating	19.87%	125
Area lighting	21.62%	136
Playground equipment	26.39%	166
Senior/Civic center	8.27%	52
Accessibility	10.65%	67
Public art	18.76%	118
Fishing/boating	16.85%	106
Lake/pond access	23.21%	146
Outdoor events/gathering space	17.49%	110
Skate park	14.15%	89
Outdoor ice skating/hockey	20.67%	130

Dog park	20.67%	130
Preservation of natural resources	15.58%	98
Open play fields	14.15%	89
Community center	9.54%	60
Maintenance of existing parks, trails, and open space	47.06%	296
Total Respondents: 629		

Q11 What activities do you use the City's trail system for?

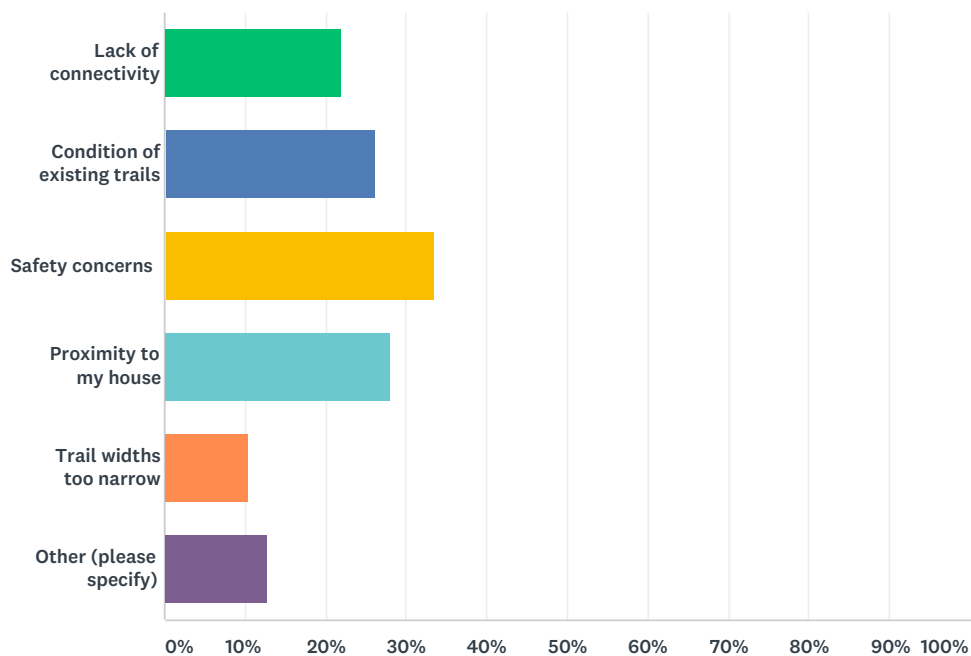
Answered: 632 Skipped: 14



ANSWER CHOICES	RESPONSES	
Walking	59.65%	377
Running	34.49%	218
Biking	53.32%	337
Skating	4.75%	30
I don't use the trails	15.19%	96
Other (please specify)	3.32%	21
Total Respondents: 632		

Q12 What discourages you most from using the City's trails?

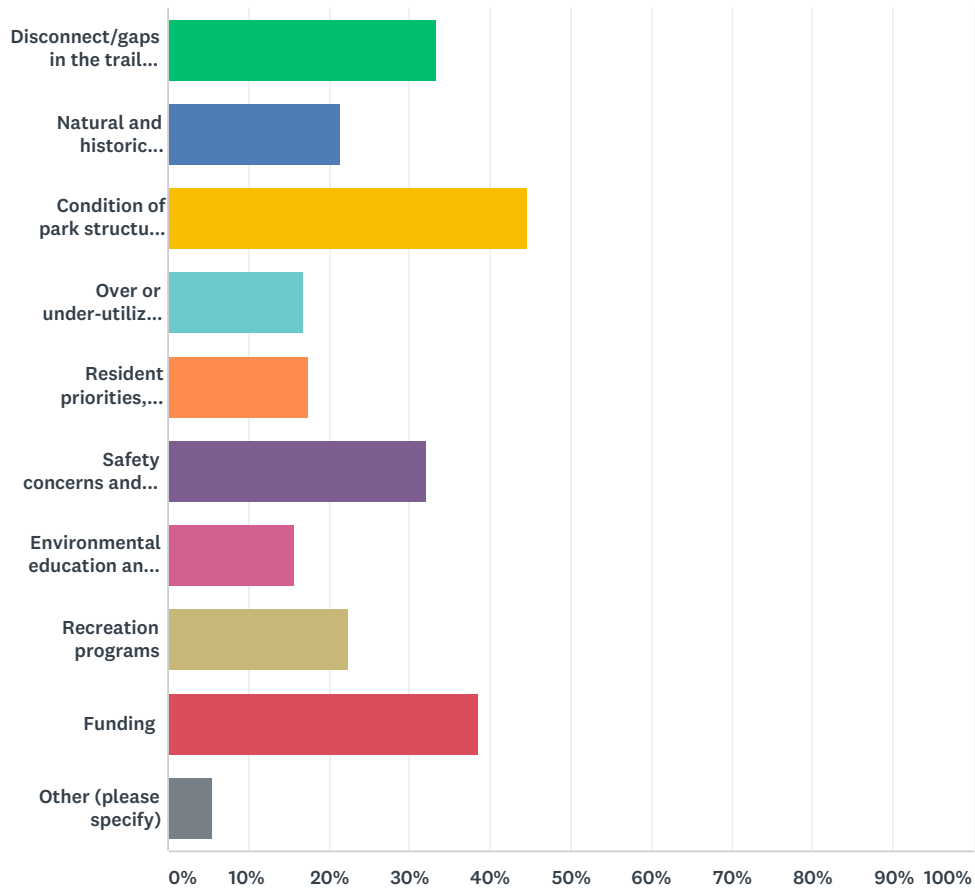
Answered: 587 Skipped: 59



ANSWER CHOICES	RESPONSES	
Lack of connectivity	21.98%	129
Condition of existing trails	26.06%	153
Safety concerns	33.39%	196
Proximity to my house	28.11%	165
Trail widths too narrow	10.56%	62
Other (please specify)	12.78%	75
Total Respondents: 587		

Q13 Which do you believe are the most important issues for this plan to address? (select up to 3)

Answered: 618 Skipped: 28

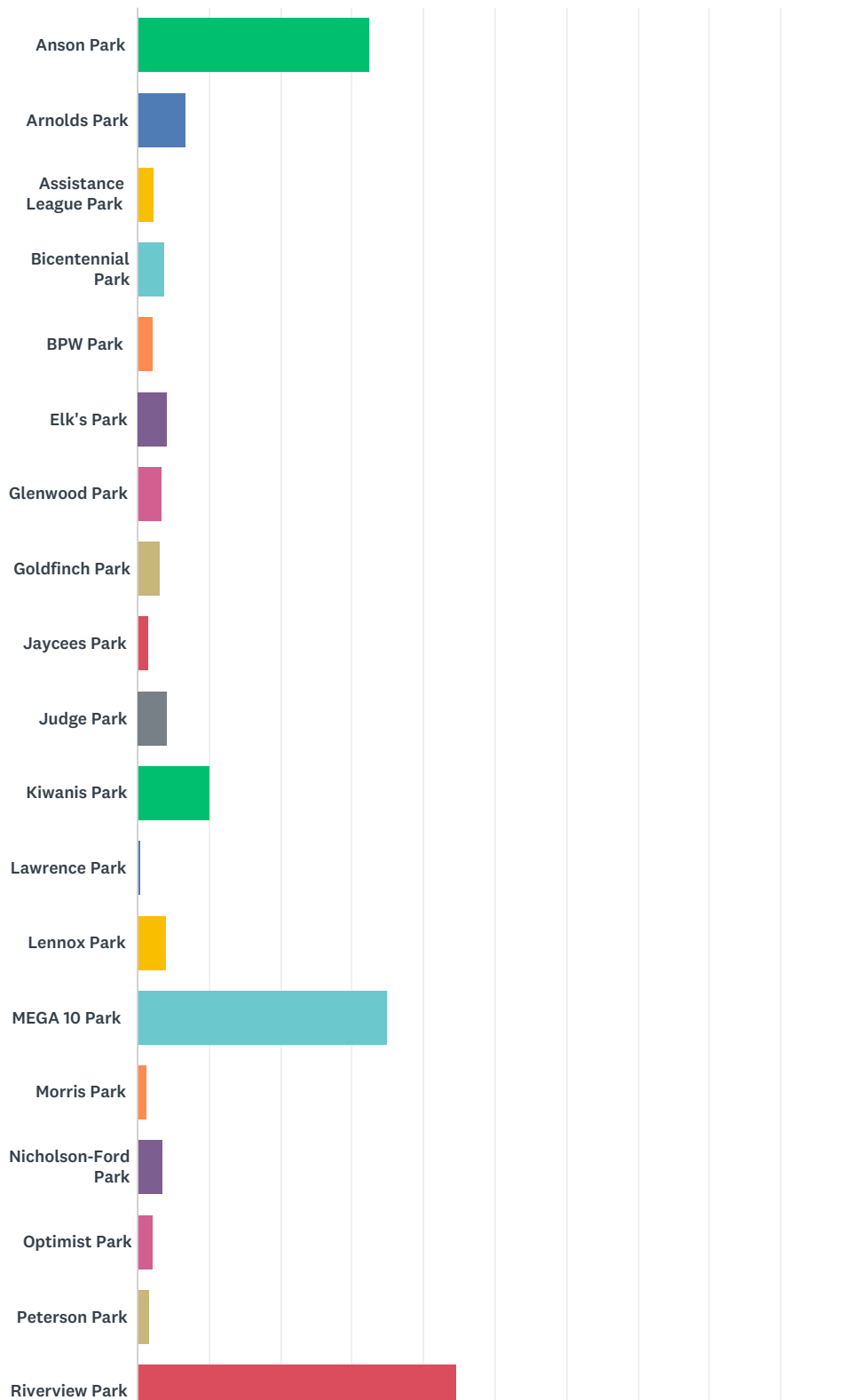


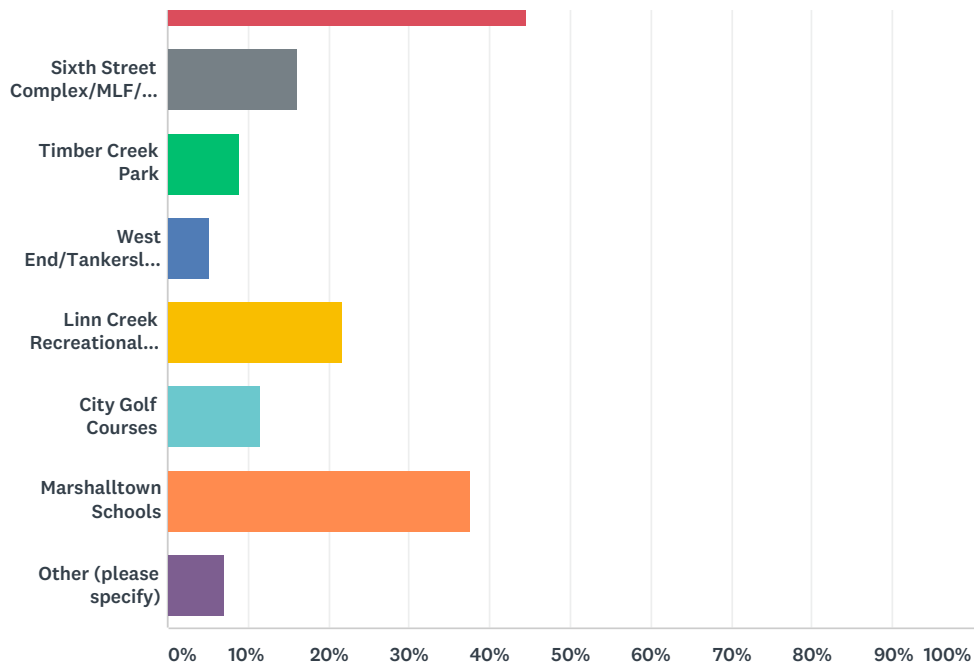
ANSWER CHOICES	RESPONSES	
Disconnect/gaps in the trail system	33.33%	206
Natural and historic resource conservation, restoration, and management needs	21.36%	132
Condition of park structures and facilities	44.50%	275
Over or under-utilization of certain parks and trails	16.67%	103
Resident priorities, needs, and expectations for programs and facilities	17.31%	107
Safety concerns and park rule enforcement needs	32.04%	198
Environmental education and exploration	15.70%	97
Recreation programs	22.33%	138
Funding	38.51%	238
Other (please specify)	5.50%	34

Total Respondents: 618

Q14 Which parks or recreation areas do you use most? (Select up to 3)

Answered: 622 Skipped: 24



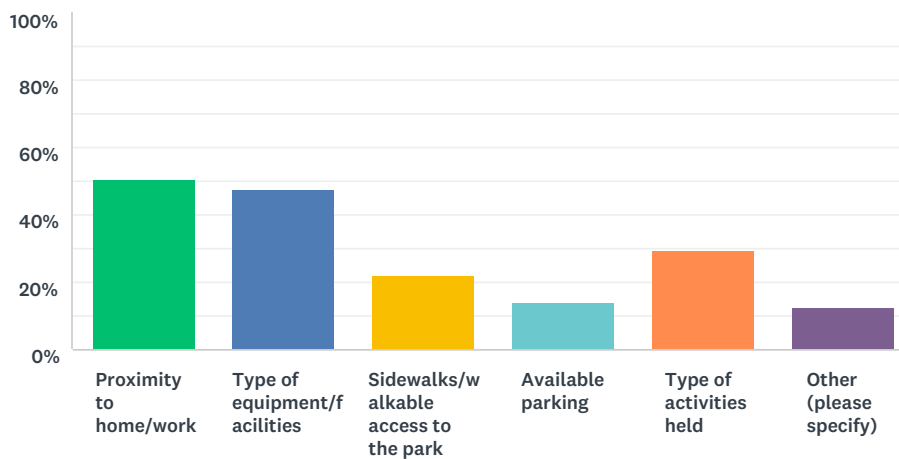


ANSWER CHOICES	RESPONSES	
Anson Park	32.48%	202
Arnolds Park	6.59%	41
Assistance League Park	2.25%	14
Bicentennial Park	3.70%	23
BPW Park	2.09%	13
Elk's Park	4.18%	26
Glenwood Park	3.38%	21
Goldfinch Park	3.22%	20
Jaycees Park	1.45%	9
Judge Park	4.18%	26
Kiwanis Park	9.97%	62
Lawrence Park	0.48%	3
Lennox Park	4.02%	25
MEGA 10 Park	34.89%	217
Morris Park	1.29%	8
Nicholson-Ford Park	3.54%	22
Optimist Park	2.09%	13
Peterson Park	1.61%	10
Riverview Park	44.53%	277

Sixth Street Complex/MLF/Little League Area	16.08%	100
Timber Creek Park	9.00%	56
West End/Tankersley Park	5.14%	32
Linn Creek Recreational Trail	21.70%	135
City Golf Courses	11.41%	71
Marshalltown Schools	37.62%	234
Other (please specify)	7.07%	44
Total Respondents: 622		

Q15 Why do you visit certain parks more often than others? (Select all that apply)

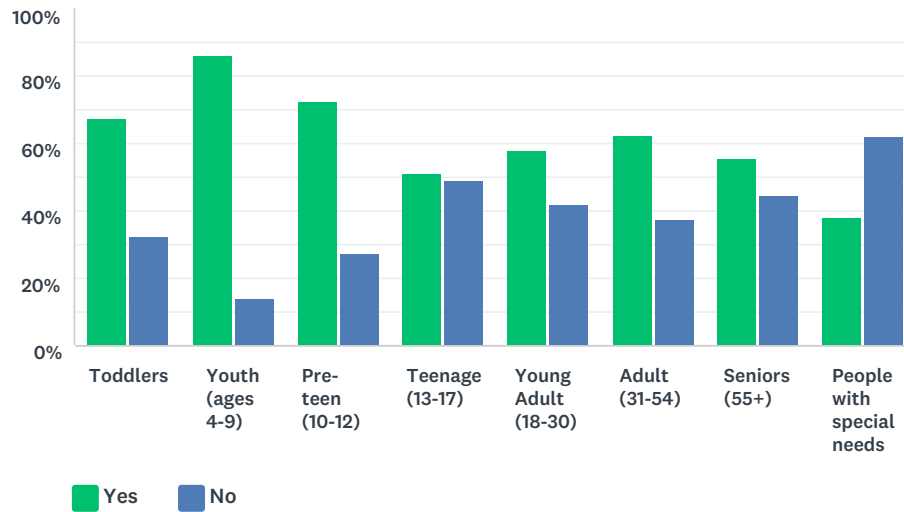
Answered: 612 Skipped: 34



ANSWER CHOICES	RESPONSES	
Proximity to home/work	50.33%	308
Type of equipment/facilities	47.55%	291
Sidewalks/walkable access to the park	22.22%	136
Available parking	14.05%	86
Type of activities held	29.74%	182
Other (please specify)	12.42%	76
Total Respondents: 612		

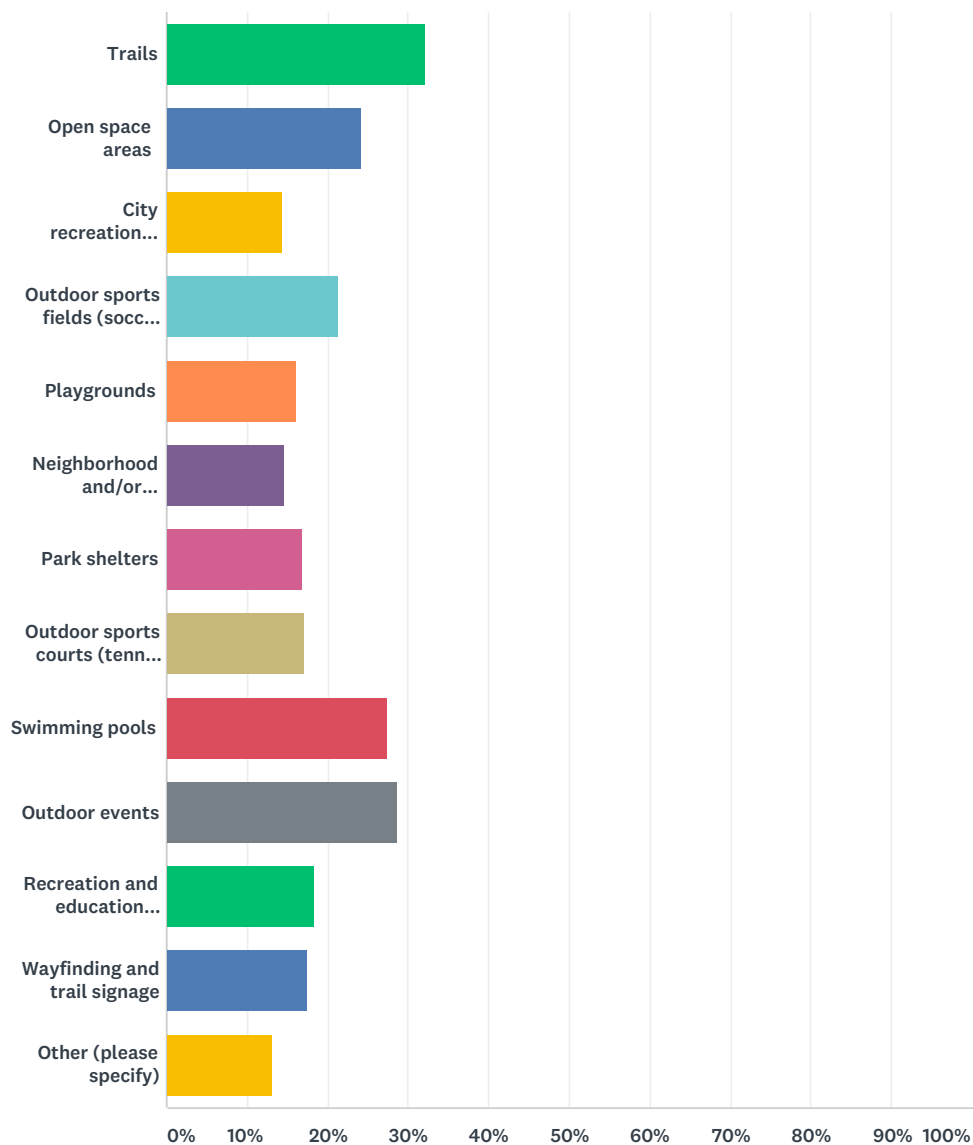
Q16 Do you feel there are enough parks, trails, and open space opportunities, including sports, for the following groups?(Yes or No)

Answered: 609 Skipped: 37



Q17 What do you feel the City is lacking in terms of parks and recreation? (Select up to 3)

Answered: 611 Skipped: 35

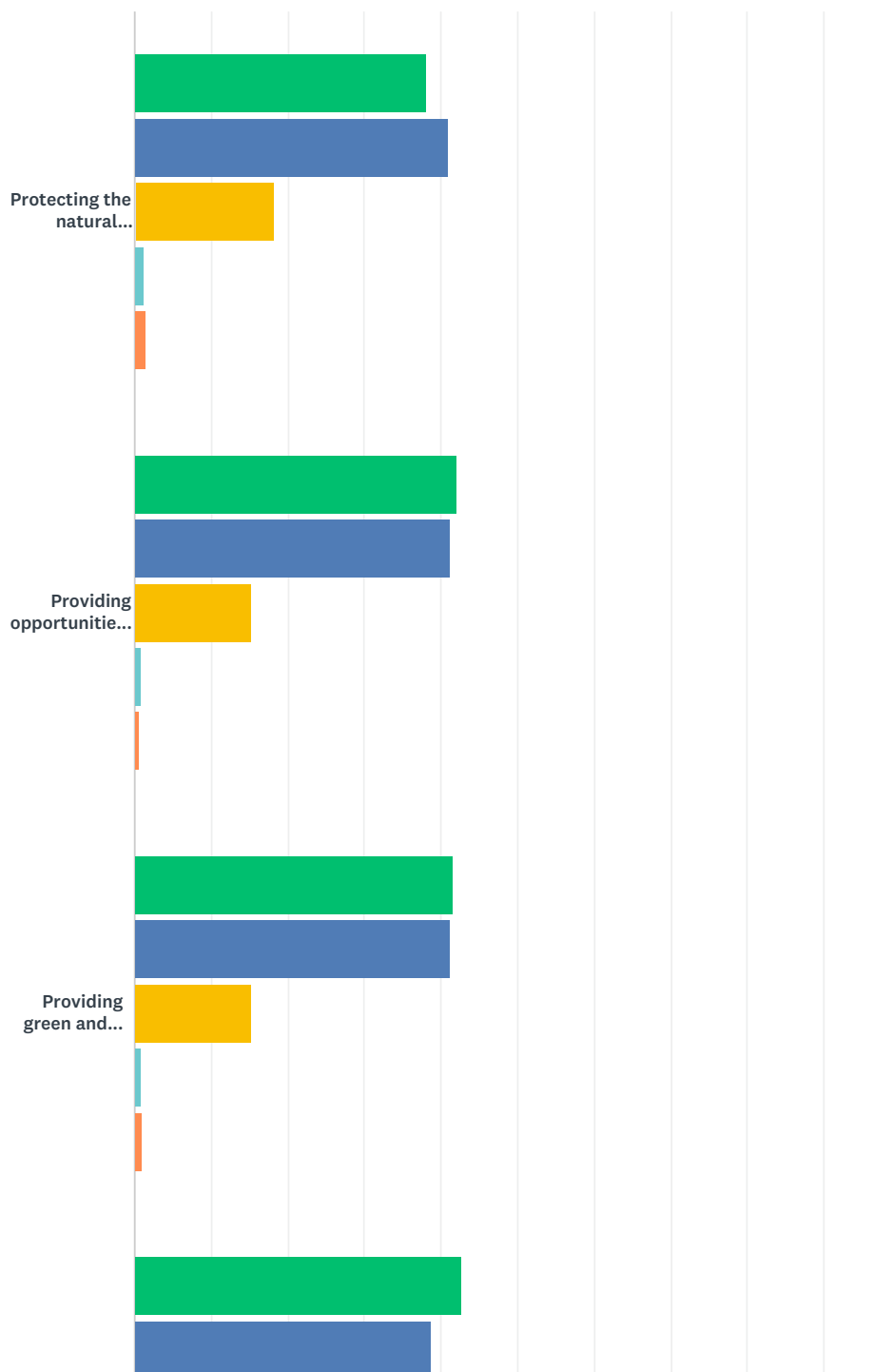


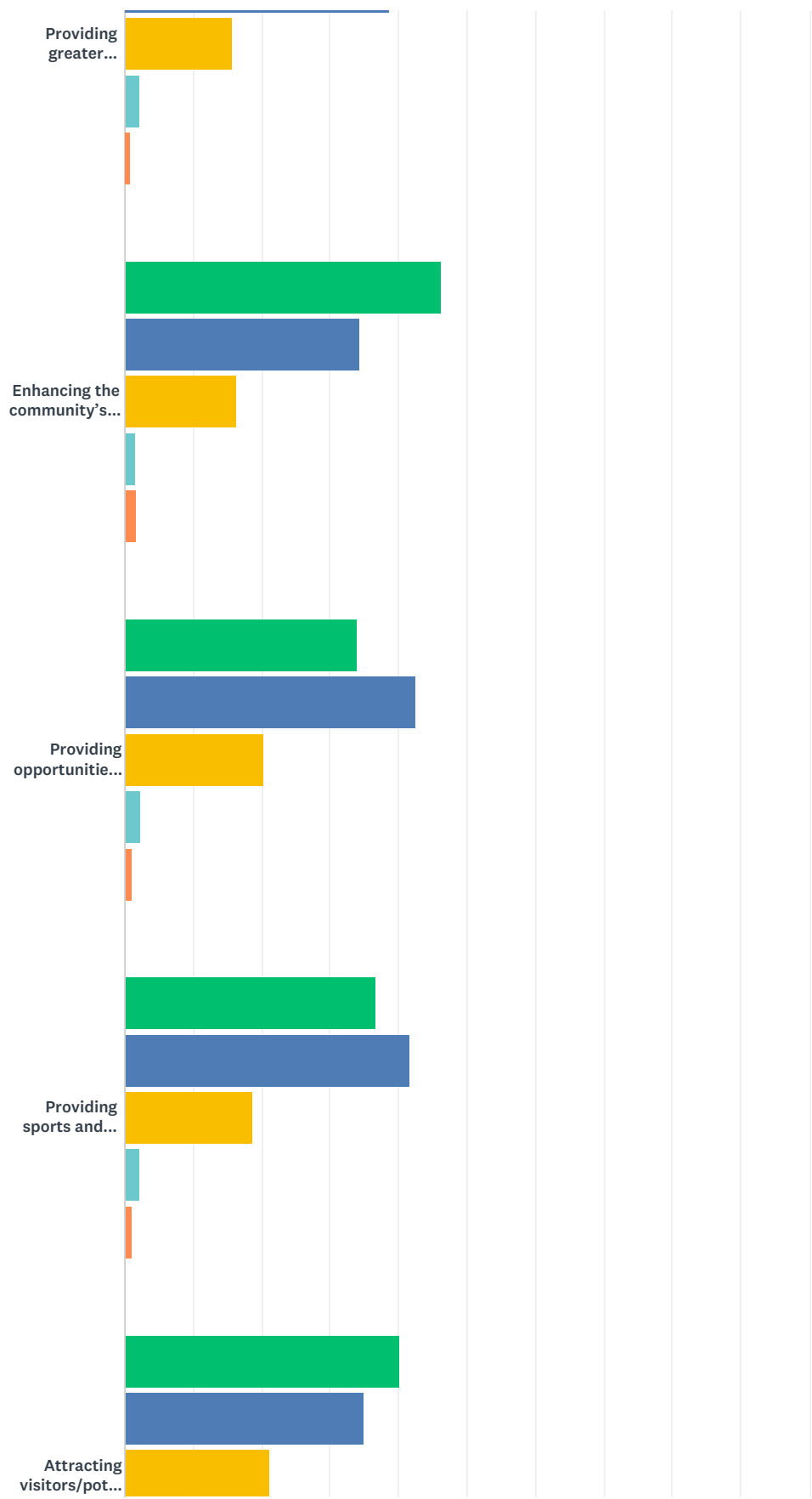
ANSWER CHOICES	RESPONSES	
Trails	32.24%	197
Open space areas	24.22%	148
City recreation buildings or community centers	14.40%	88
Outdoor sports fields (soccer, football, baseball, etc.)	21.44%	131
Playgrounds	16.04%	98

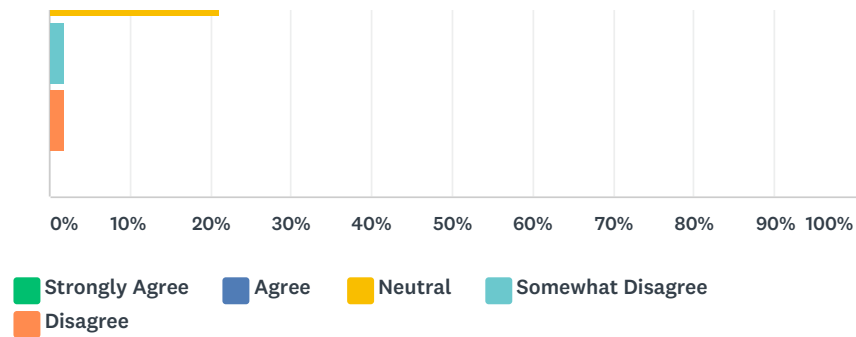
Neighborhood and/or community parks	14.73%	90
Park shelters	16.86%	103
Outdoor sports courts (tennis basketball, etc.)	17.18%	105
Swimming pools	27.33%	167
Outdoor events	28.64%	175
Recreation and education programs	18.33%	112
Wayfinding and trail signage	17.51%	107
Other (please specify)	13.26%	81
Total Respondents: 611		

Q18 Cities offer parks and recreation facilities and programs to their residents for various reasons. Please tell us how strongly you agree or disagree that the City should offer services for each of the following purposes.

Answered: 603 Skipped: 43



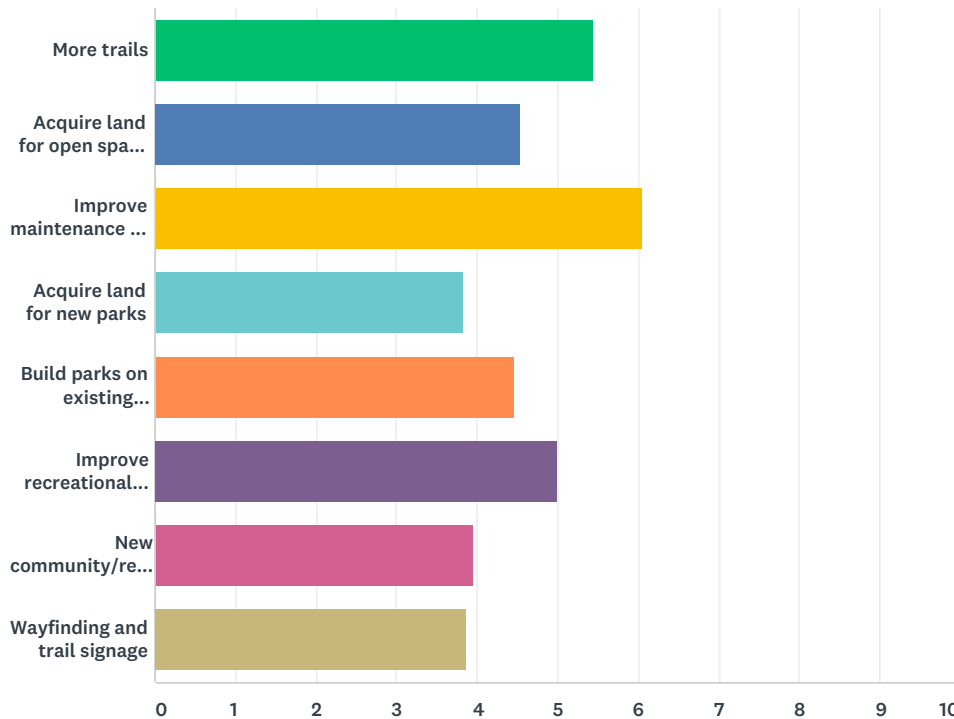




	STRONGLY AGREE	AGREE	NEUTRAL	SOMEWHAT DISAGREE	DISAGREE	TOTAL	WEIGHTED AVERAGE
Protecting the natural environment and promoting environmental conservation	38.09% 227	40.94% 244	18.12% 108	1.34% 8	1.51% 9	596	1.87
Providing opportunities for residents to maintain and improve their health	42.06% 249	41.22% 244	15.20% 90	0.84% 5	0.68% 4	592	1.77
Providing green and natural spaces for people to enjoy and spend time outdoors	41.68% 248	41.18% 245	15.29% 91	0.84% 5	1.01% 6	595	1.78
Providing greater mobility, with trails and paths for residents to use for exercise and non-motorized transportation	42.62% 254	38.76% 231	15.77% 94	2.01% 12	0.84% 5	596	1.80
Enhancing the community's economic vitality, making Marshalltown an attractive place to live, work, and play	46.28% 274	34.29% 203	16.22% 96	1.52% 9	1.69% 10	592	1.78
Providing opportunities for outdoor gatherings and special events	33.84% 201	42.42% 252	20.37% 121	2.36% 14	1.01% 6	594	1.94
Providing sports and recreational opportunities	36.66% 217	41.72% 247	18.58% 110	2.03% 12	1.01% 6	592	1.89
Attracting visitors/potential future residents	40.24% 239	34.85% 207	21.21% 126	1.85% 11	1.85% 11	594	1.90

Q19 Which of the items below do you feel is a priority for the City to invest in over the next five years? (Select in rank order)

Answered: 563 Skipped: 83



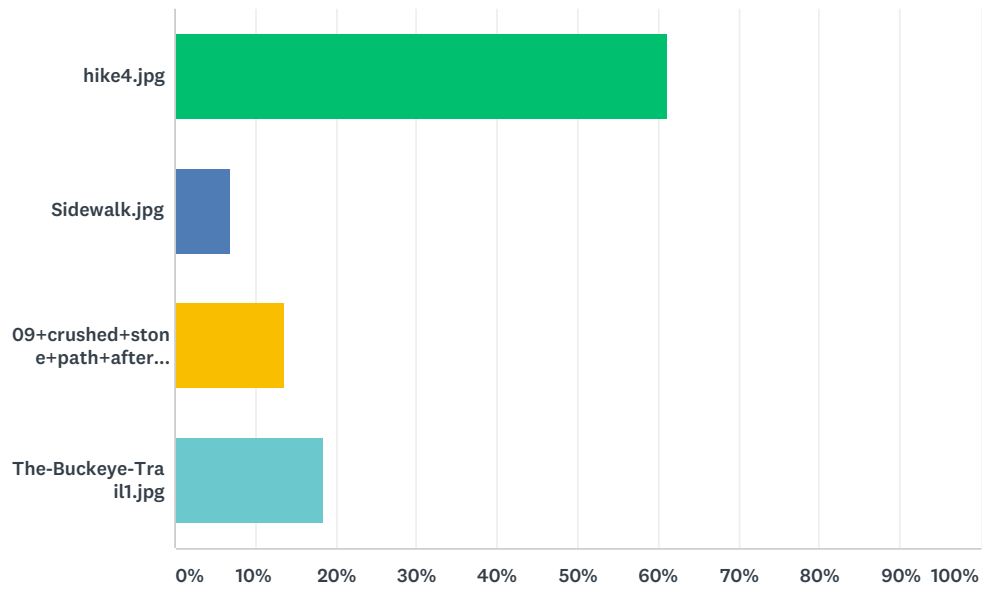
Q20 What types of recreational opportunities would you like to add?

Answered: 446 Skipped: 200

Adults Hockey Tennis Skating Rink Places Softball
 Ice Skating Access Sports Indoor
 Soccer Fields Think Splash Pad Run
 Trails Aquatic Center Park Disc Golf Outdoor
 Opportunities Sand Volleyball Playgrounds Idk Ball
 Swimming Pools Improve Basketball Courts
 Activities

Q21 Which image do you prefer most in relation to trails?

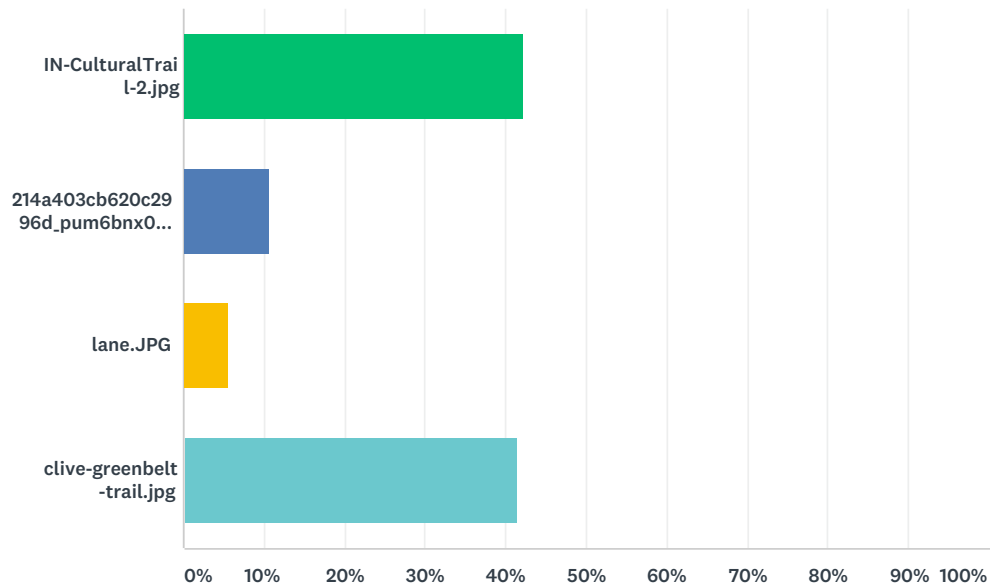
Answered: 512 Skipped: 134



ANSWER CHOICES		RESPONSES	
		61.13%	313
		6.84%	35
		13.67%	70
		18.36%	94
TOTAL			512

Q22 In relation to bike lanes, which do you prefer?

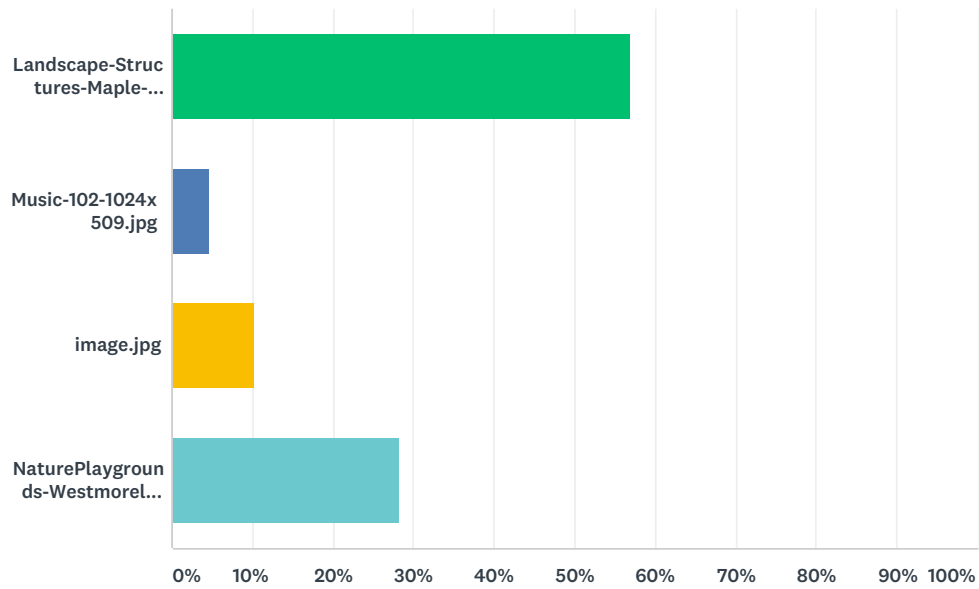
Answered: 457 Skipped: 189



ANSWER CHOICES	RESPONSES	
	42.23%	193
	10.72%	49
	5.69%	26
	41.36%	189
TOTAL		457

Q23 Which type of play structure do you prefer?

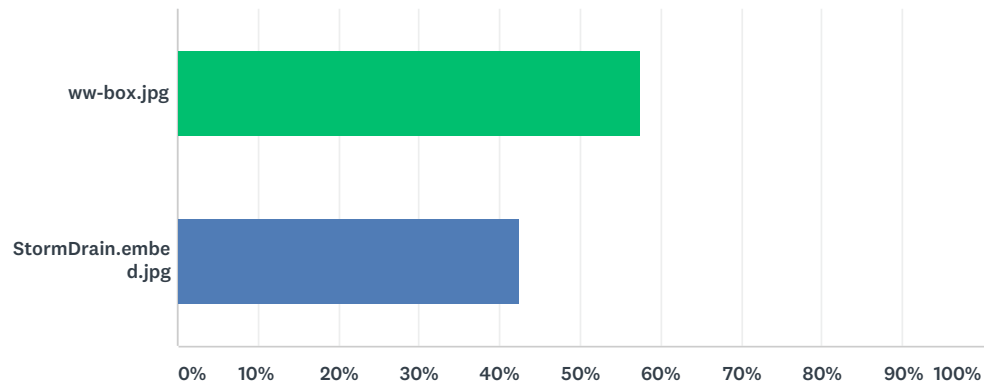
Answered: 500 Skipped: 146



ANSWER CHOICES	RESPONSES	
	57.00%	285
	4.60%	23
	10.20%	51
	28.20%	141
TOTAL		500

Q24 In addressing stormwater runoff, which do you prefer?

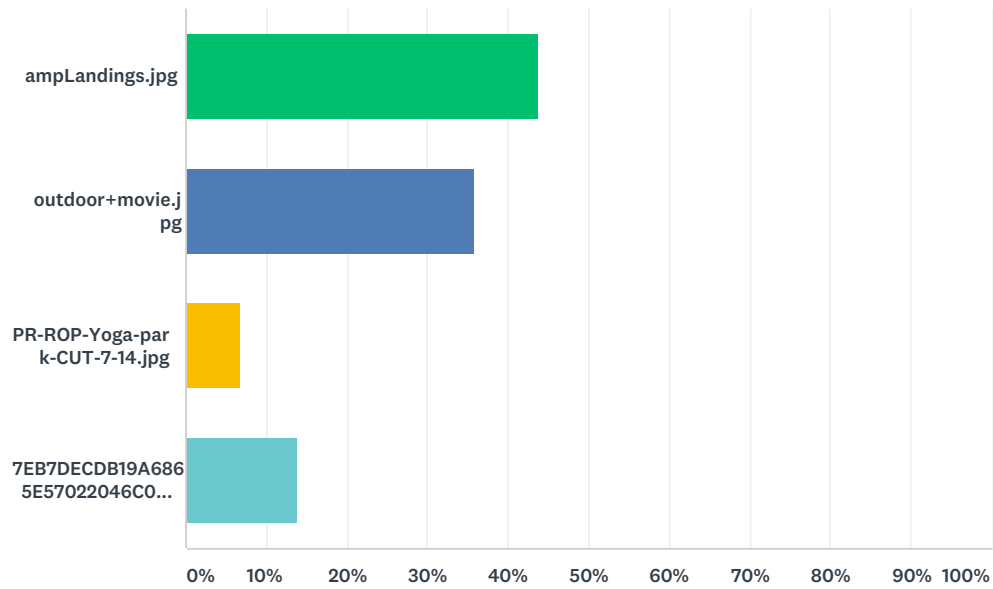
Answered: 470 Skipped: 176



ANSWER CHOICES		RESPONSES	
		57.45%	270
		42.55%	200
TOTAL			470

Q25 Which image do you prefer for events?

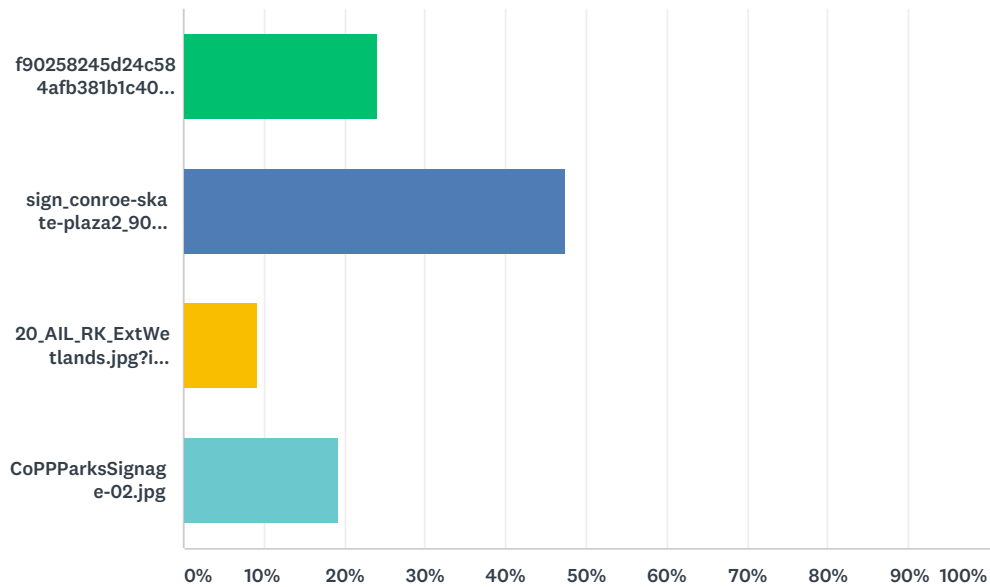
Answered: 498 Skipped: 148



ANSWER CHOICES	RESPONSES	
	43.78%	218
	35.74%	178
	6.63%	33
	13.86%	69
TOTAL		498

Q26 Which type of wayfinding signage/features do you prefer?

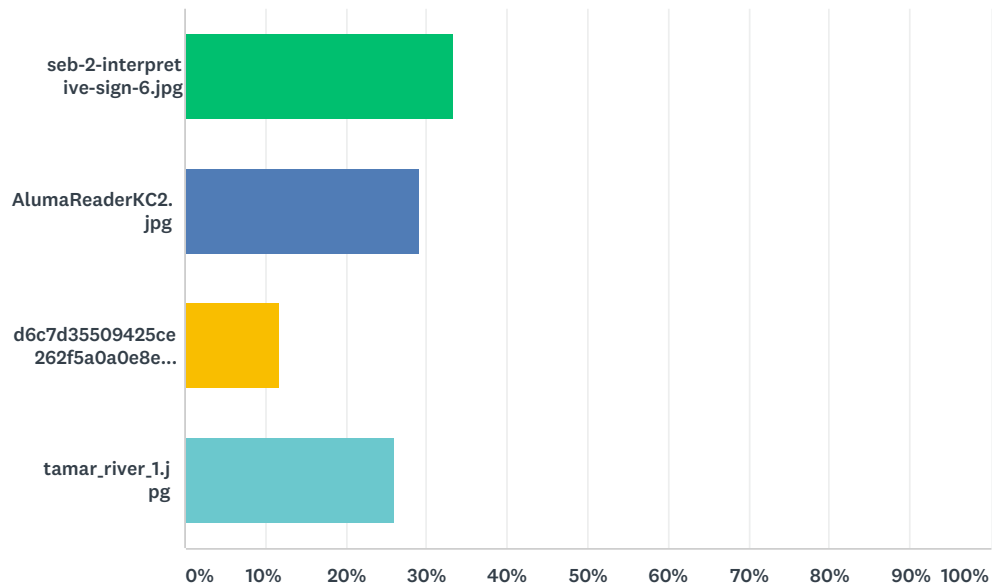
Answered: 509 Skipped: 137



ANSWER CHOICES	RESPONSES	
	23.97%	122
	47.54%	242
	9.23%	47
	19.25%	98
TOTAL		509

Q27 Which type of interpretive/educational signage do you prefer?

Answered: 427 Skipped: 219



ANSWER CHOICES	RESPONSES	
	33.26%	142
	29.04%	124
	11.71%	50
	26.00%	111
TOTAL		427

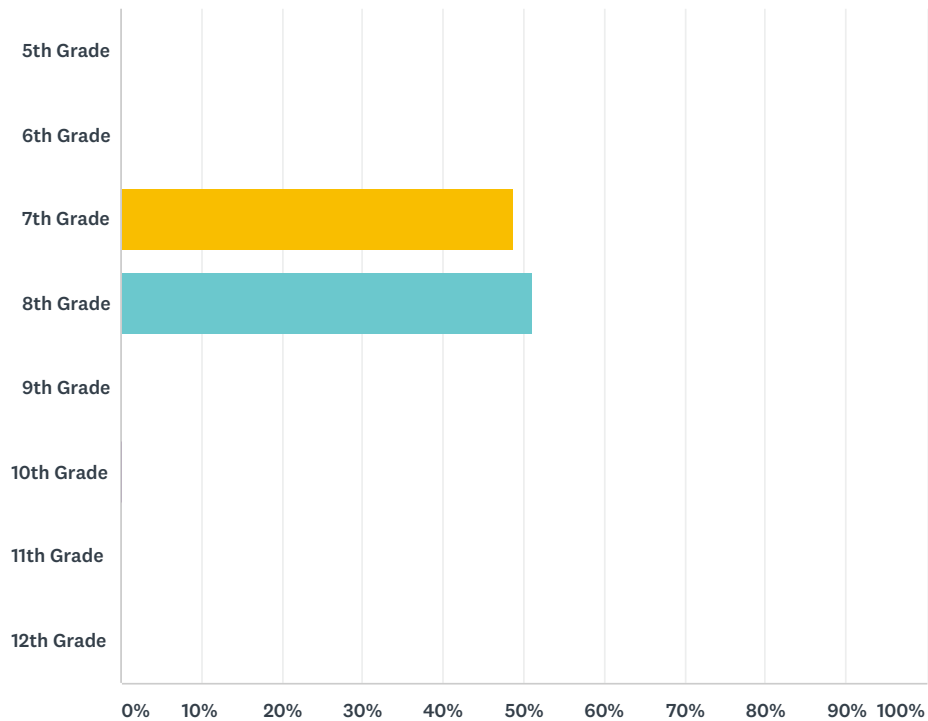
Q28 Any additional comments?

Answered: 182 Skipped: 464

Teenagers Public Clean Forward Survey Coliseum Nope
Iowa River Activities Disc Golf Trail Job
Marshalltown BIG Parks Young
Community Flat Areas Town School District
Splash Pad FIX Soccer Structures Place Restrooms Lol
Options

Q1 What grade are you currently in?

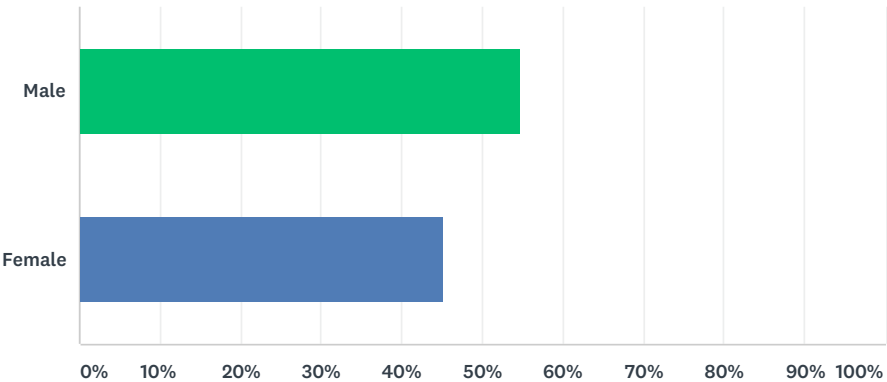
Answered: 444 Skipped: 0



ANSWER CHOICES	RESPONSES	
5th Grade	0.00%	0
6th Grade	0.00%	0
7th Grade	48.65%	216
8th Grade	51.13%	227
9th Grade	0.00%	0
10th Grade	0.23%	1
11th Grade	0.00%	0
12th Grade	0.00%	0
TOTAL		444

Q2 What is your gender?

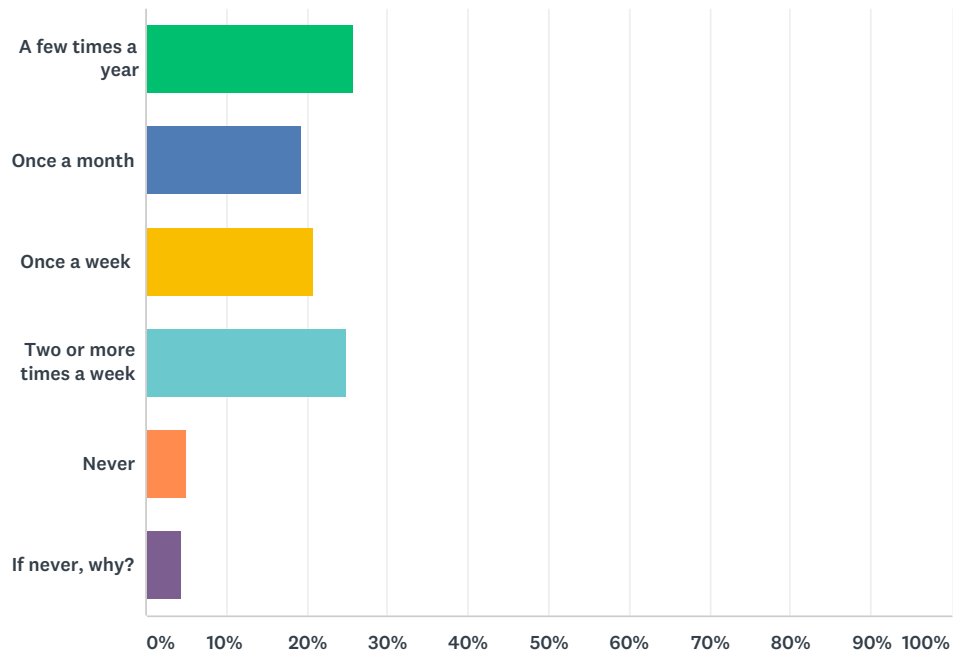
Answered: 443 Skipped: 1



ANSWER CHOICES		RESPONSES	
Male		54.85%	243
Female		45.15%	200
TOTAL			443

Q3 How often do you visit a City park, trail, or open space area?

Answered: 440 Skipped: 4



ANSWER CHOICES	RESPONSES	
A few times a year	25.68%	113
Once a month	19.32%	85
Once a week	20.68%	91
Two or more times a week	25.00%	110
Never	5.00%	22
If never, why?	4.32%	19
TOTAL		440

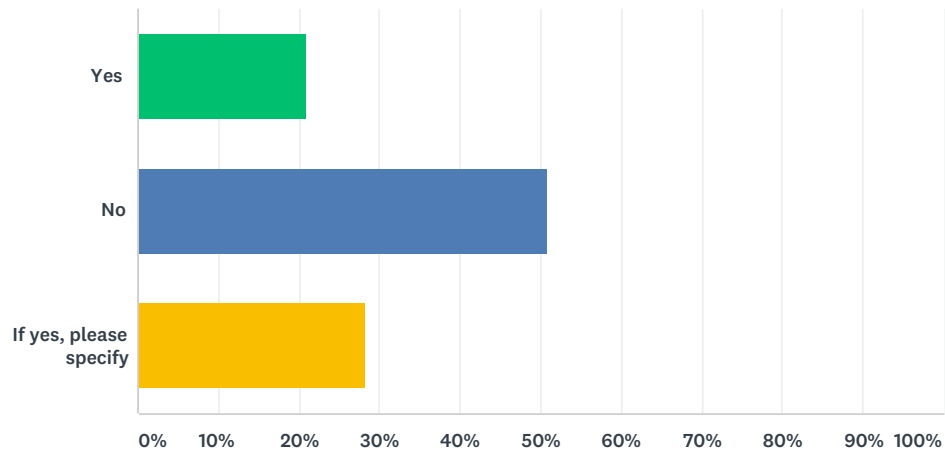
Q4 What is your favorite outdoor activity?

Answered: 433 Skipped: 11

Outside Activity is Riding Favorite Outdoor Activity Golf
Walking Seek Football Doing Bike Hiking
Playing Cross Country Soccer Fishing
Basketball Baseball Running Ball
Volleyball Music Swimming Scooter Trampoline
Swings Park

Q5 Do you participate in any sports or recreation programs?

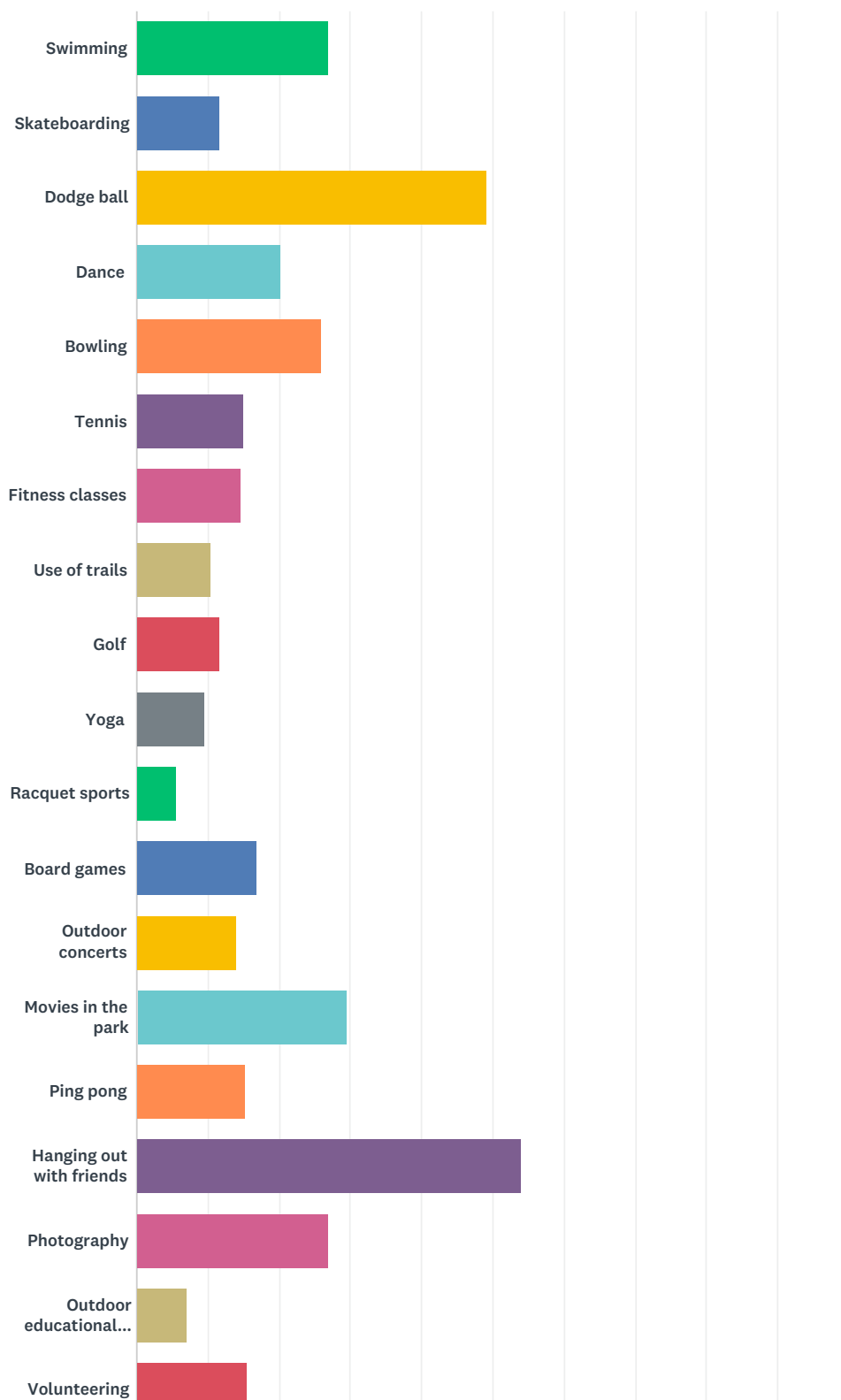
Answered: 441 Skipped: 3

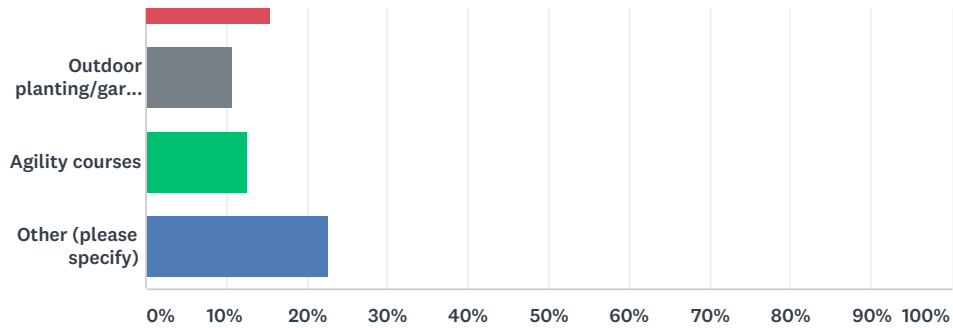


ANSWER CHOICES	RESPONSES	
Yes	20.86%	92
No	50.79%	224
If yes, please specify	28.34%	125
TOTAL		441

Q6 What type of activities would you be interested in participating in?

Answered: 432 Skipped: 12

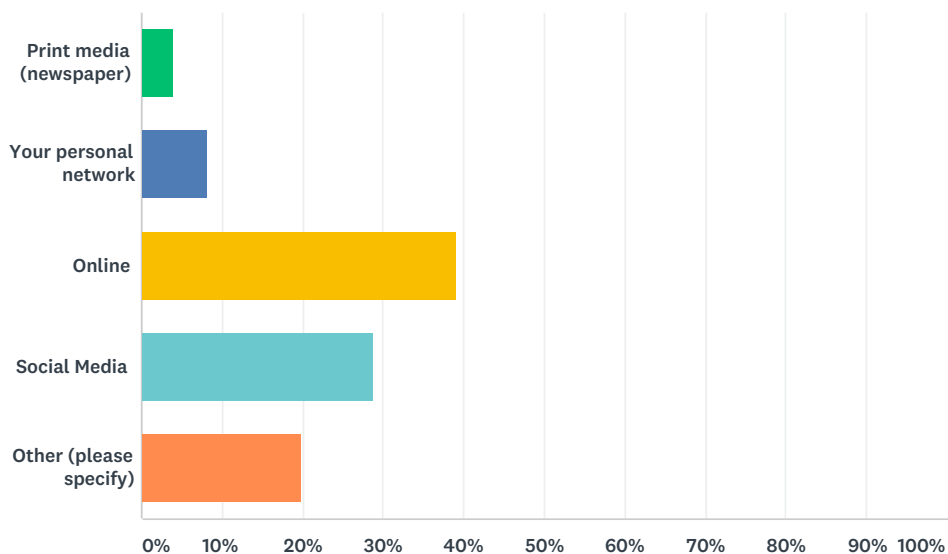




ANSWER CHOICES	RESPONSES	
Swimming	27.08%	117
Skateboarding	11.81%	51
Dodge ball	49.07%	212
Dance	20.37%	88
Bowling	25.93%	112
Tennis	15.05%	65
Fitness classes	14.58%	63
Use of trails	10.42%	45
Golf	11.81%	51
Yoga	9.72%	42
Racquet sports	5.56%	24
Board games	16.90%	73
Outdoor concerts	14.12%	61
Movies in the park	29.40%	127
Ping pong	15.28%	66
Hanging out with friends	53.94%	233
Photography	27.08%	117
Outdoor educational courses	7.18%	31
Volunteering	15.51%	67
Outdoor planting/gardening	10.65%	46
Agility courses	12.50%	54
Other (please specify)	22.69%	98
Total Respondents: 432		

Q7 Where do you look for activities to participate in?

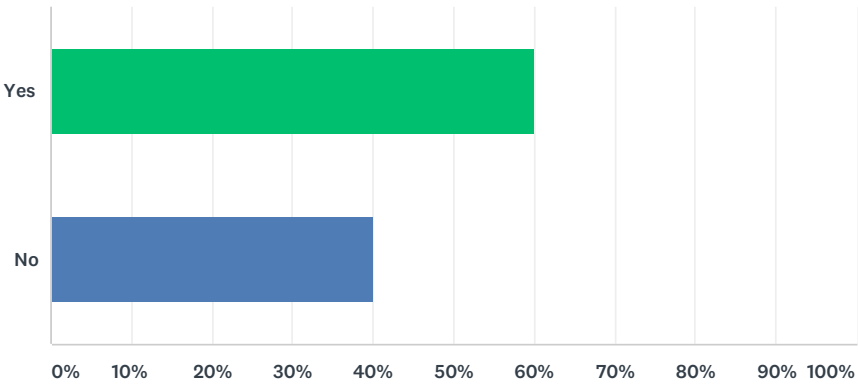
Answered: 429 Skipped: 15



ANSWER CHOICES	RESPONSES	
Print media (newspaper)	3.96%	17
Your personal network	8.16%	35
Online	39.16%	168
Social Media	28.90%	124
Other (please specify)	19.81%	85
TOTAL		429

Q8 Do you currently use the City trails to bike, walk, or run?

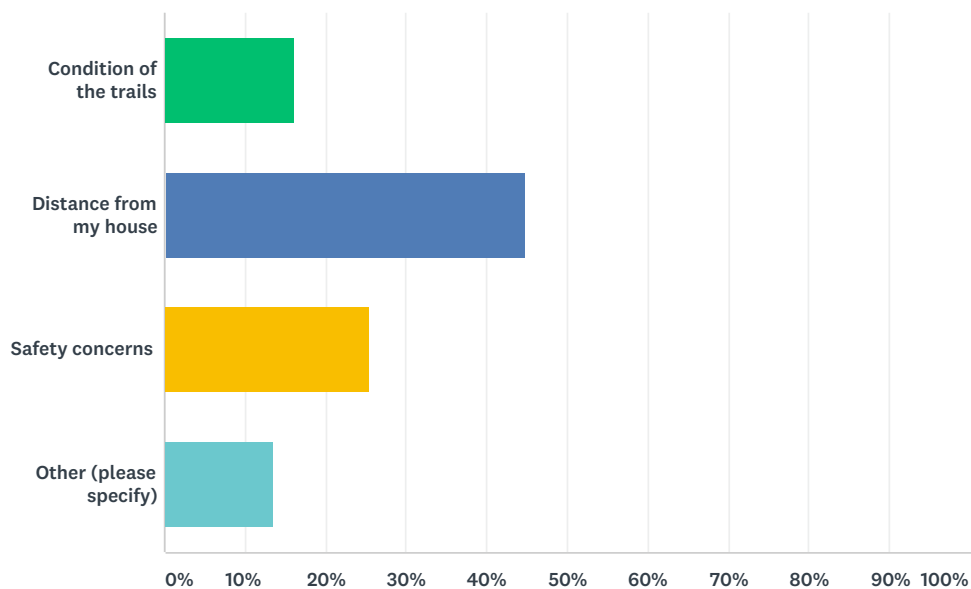
Answered: 438 Skipped: 6



ANSWER CHOICES		RESPONSES	
Yes		60.05%	263
No		39.95%	175
TOTAL			438

Q9 What discourages you most from using the City's trails?

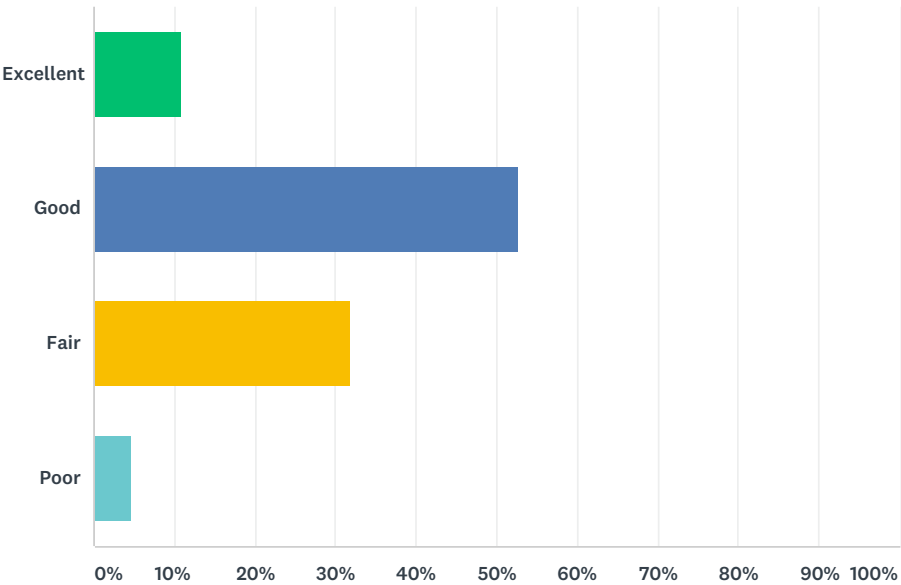
Answered: 435 Skipped: 9



ANSWER CHOICES	RESPONSES	
Condition of the trails	16.09%	70
Distance from my house	44.83%	195
Safety concerns	25.52%	111
Other (please specify)	13.56%	59
TOTAL		435

Q10 How would you rate the condition of Marshalltown parks?

Answered: 442 Skipped: 2



ANSWER CHOICES		RESPONSES	
Excellent		10.86%	48
Good		52.71%	233
Fair		31.90%	141
Poor		4.52%	20
TOTAL			442

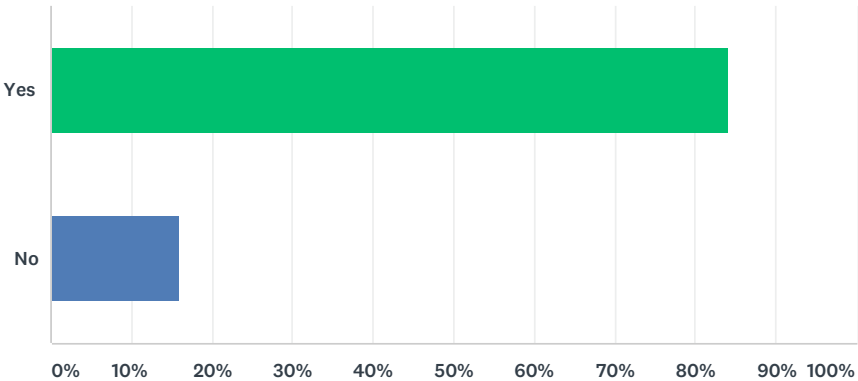
Q11 What prevents you from visiting parks more often?

Answered: 426 Skipped: 18

Live Dance Homework Soccer Mom Boring Play Stuff
School Outside Far Sports Busy Lazy Parks
Family House Ride Fun Idk Friends Weather
Distance Safe Parents Kids

Q12 Would you visit parks more often if there were more features designed for teens?

Answered: 438 Skipped: 6



ANSWER CHOICES		RESPONSES	
Yes		84.02%	368
No		15.98%	70
TOTAL			438

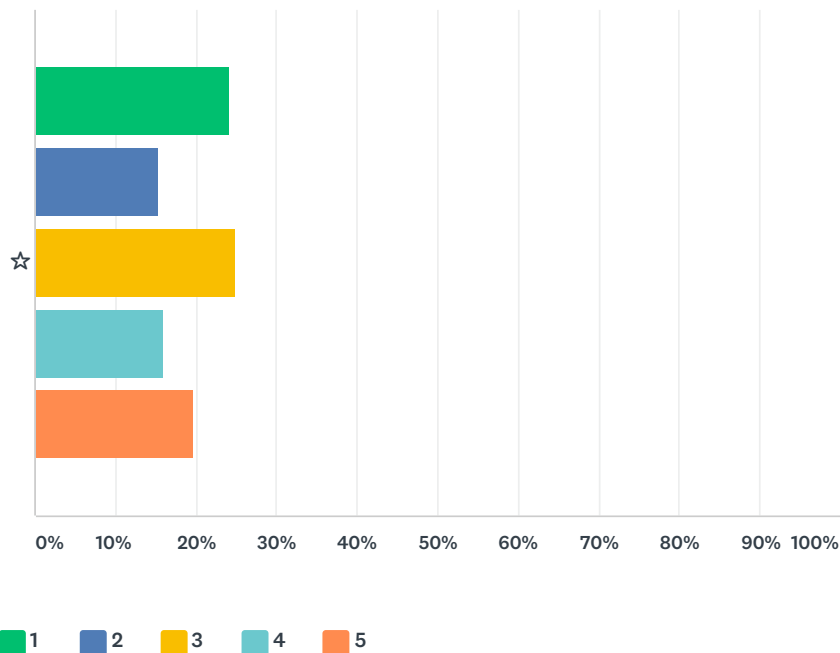
Q13 What activities would you like to see?

Answered: 404 Skipped: 40

Trampolines Dance Tennis Obstacle Courses Slides Golf
Football Fun Ball Zip Line Swings Swimming
Basketball Running Soccer Rock Climbing
Park Stuff Volleyball Games Idk Ice Skating Play
Baseball Sports Monkey Bars Activities

Q14 On a scale of 1-5, how much do the following activities/ideas interest you? (5 stars being the highest rating)

Answered: 425 Skipped: 19

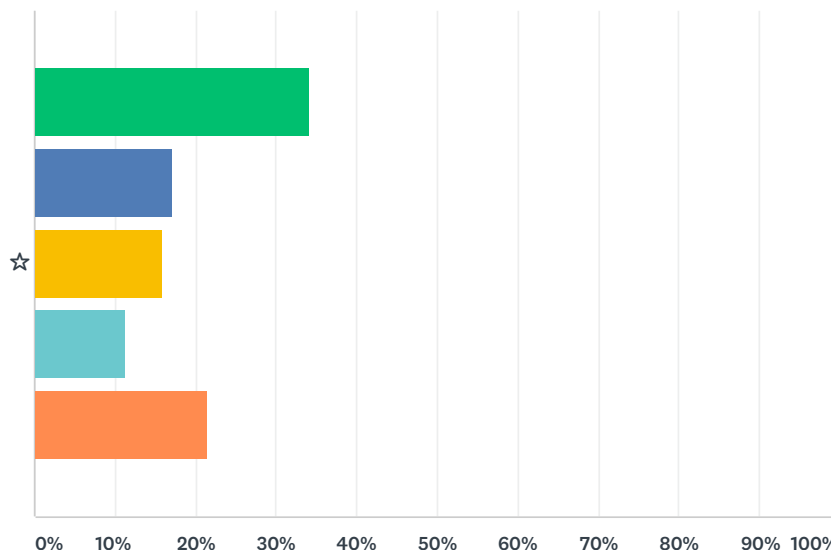


	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
★	24.00% 102	15.29% 65	24.94% 106	16.00% 68	19.76% 84	425	2.92



Q15

Answered: 422 Skipped: 22



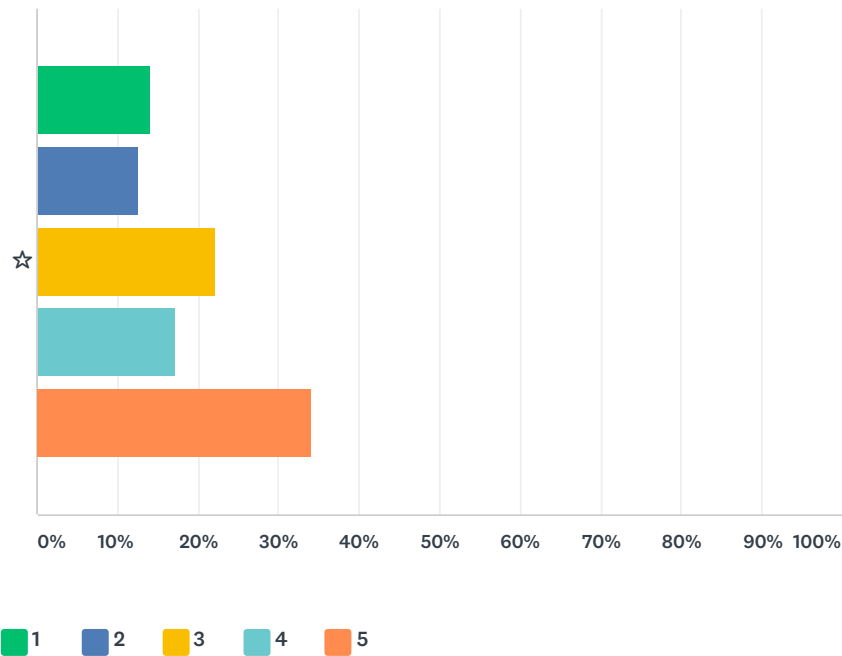
1 2 3 4 5

	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	34.12% 144	17.06% 72	15.88% 67	11.37% 48	21.56% 91	422	2.69



Q16

Answered: 431 Skipped: 13

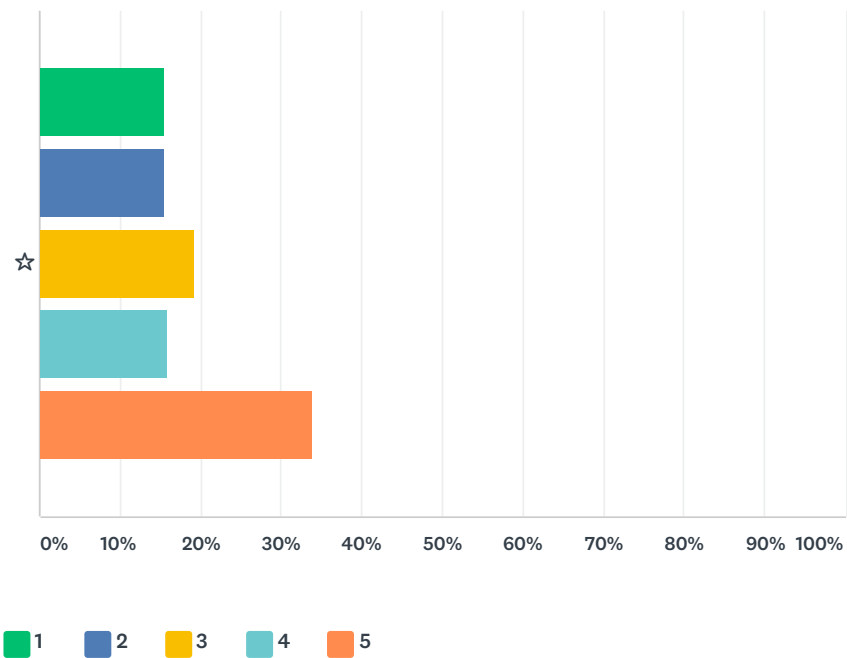


	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	13.92% 60	12.53% 54	22.27% 96	17.17% 74	34.11% 147	431	3.45



Q17

Answered: 432 Skipped: 12

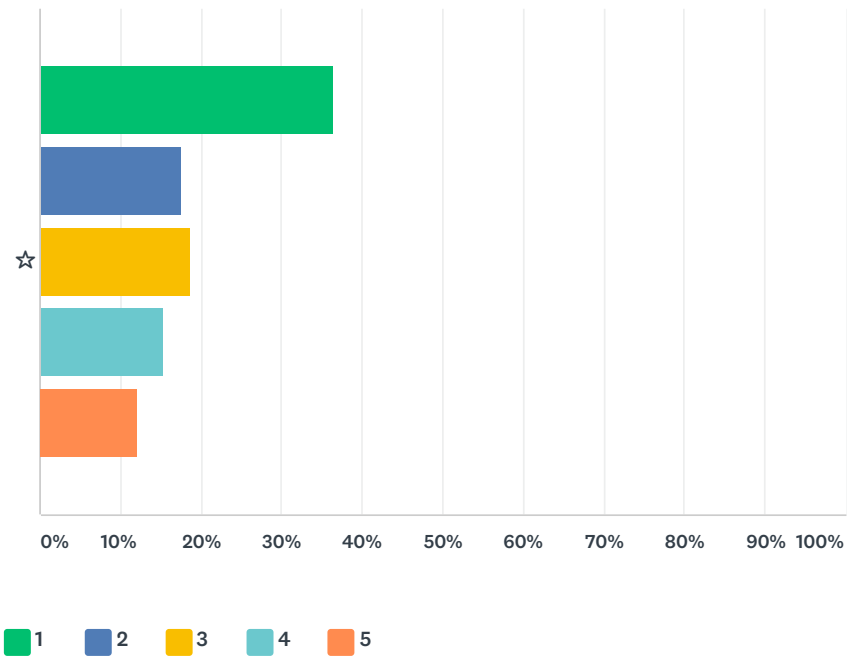


	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	15.51% 67	15.51% 67	19.21% 83	15.97% 69	33.80% 146	432	3.37



Q18

Answered: 420 Skipped: 24

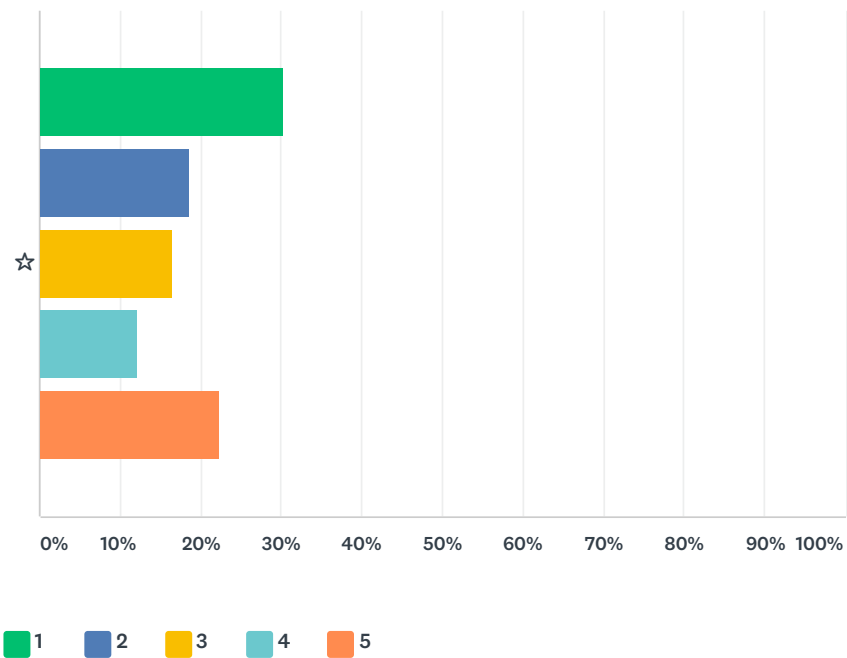


	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	36.43% 153	17.62% 74	18.57% 78	15.24% 64	12.14% 51	420	2.49



Q19

Answered: 421 Skipped: 23

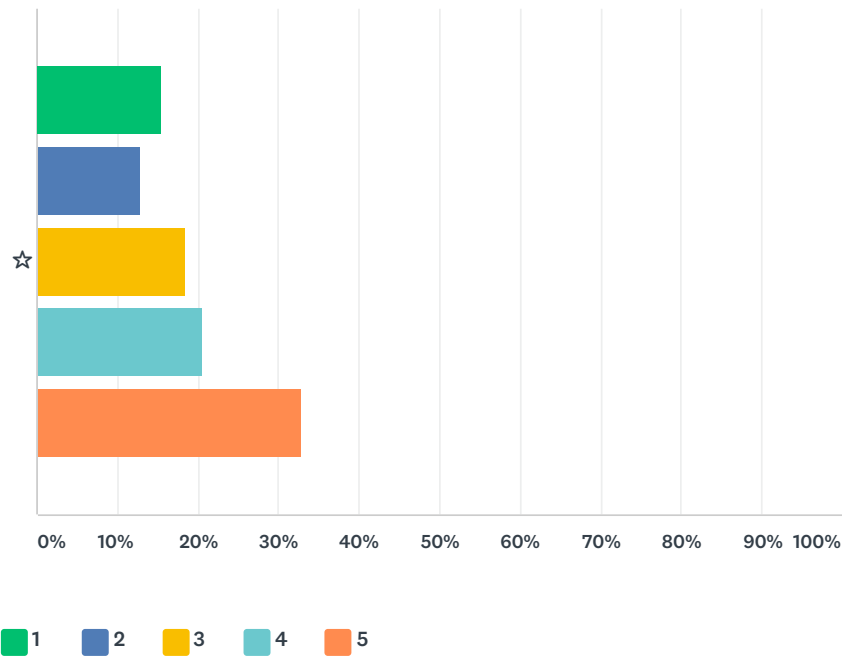


	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	30.40% 128	18.53% 78	16.63% 70	12.11% 51	22.33% 94	421	2.77



Q20

Answered: 431 Skipped: 13

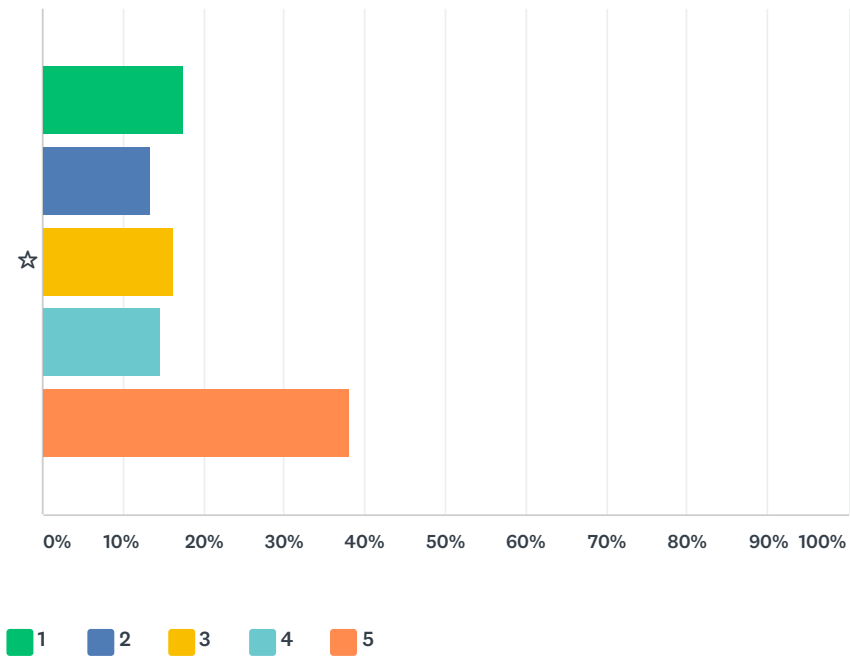


	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	15.55% 67	12.76% 55	18.33% 79	20.42% 88	32.95% 142	431	3.42



Q21

Answered: 431 Skipped: 13

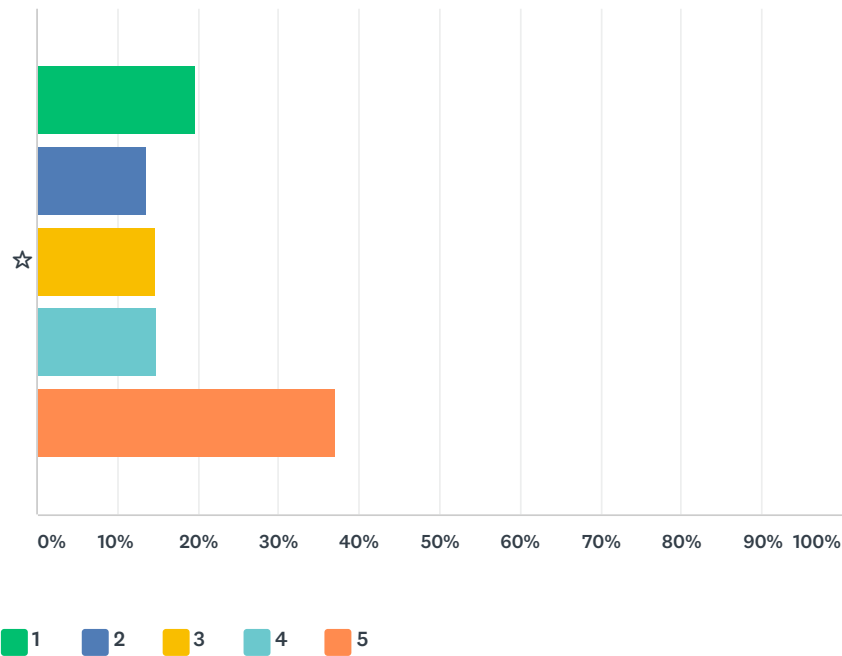


	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	17.63% 76	13.46% 58	16.24% 70	14.62% 63	38.05% 164	431	3.42



Q22

Answered: 431 Skipped: 13

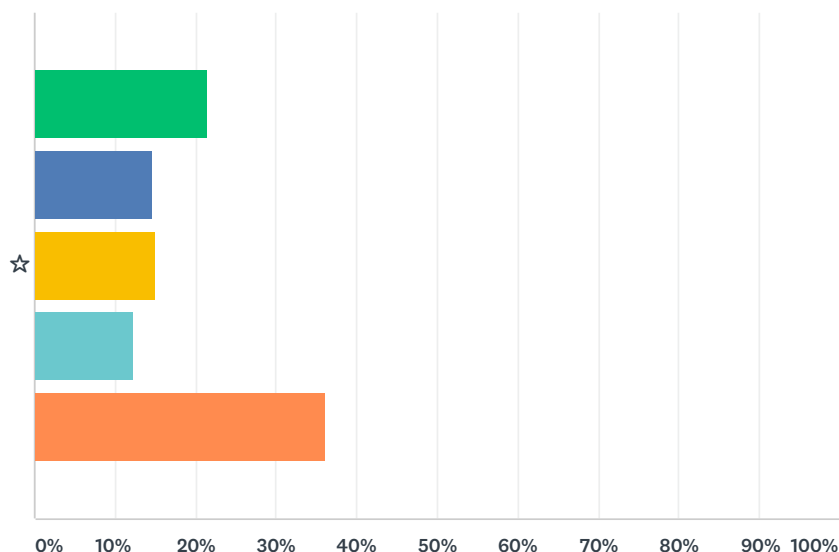


	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	19.72% 85	13.69% 59	14.62% 63	14.85% 64	37.12% 160	431	3.36



Q23

Answered: 430 Skipped: 14



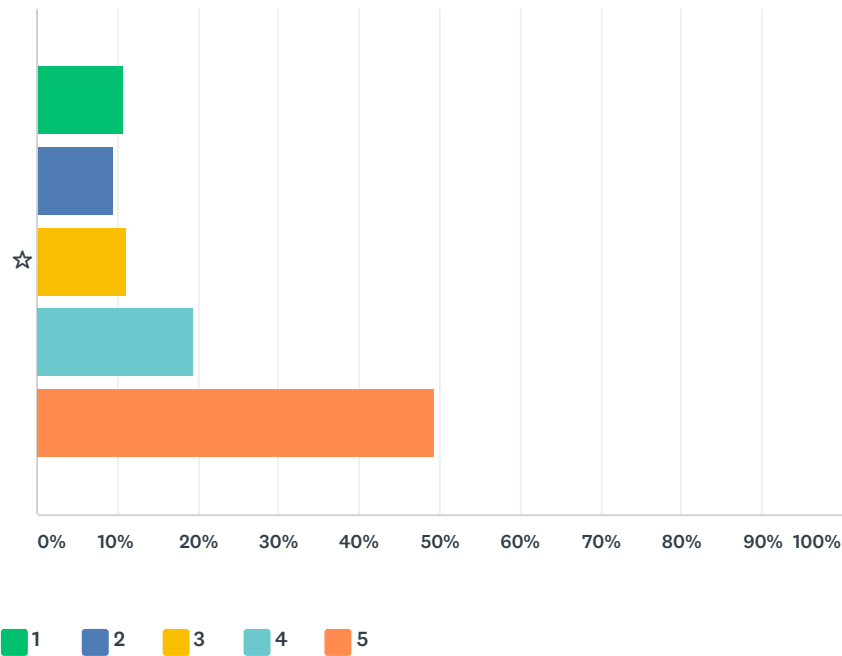
1 2 3 4 5

	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	21.63% 93	14.65% 63	15.12% 65	12.33% 53	36.28% 156	430	3.27



Q24

Answered: 435 Skipped: 9

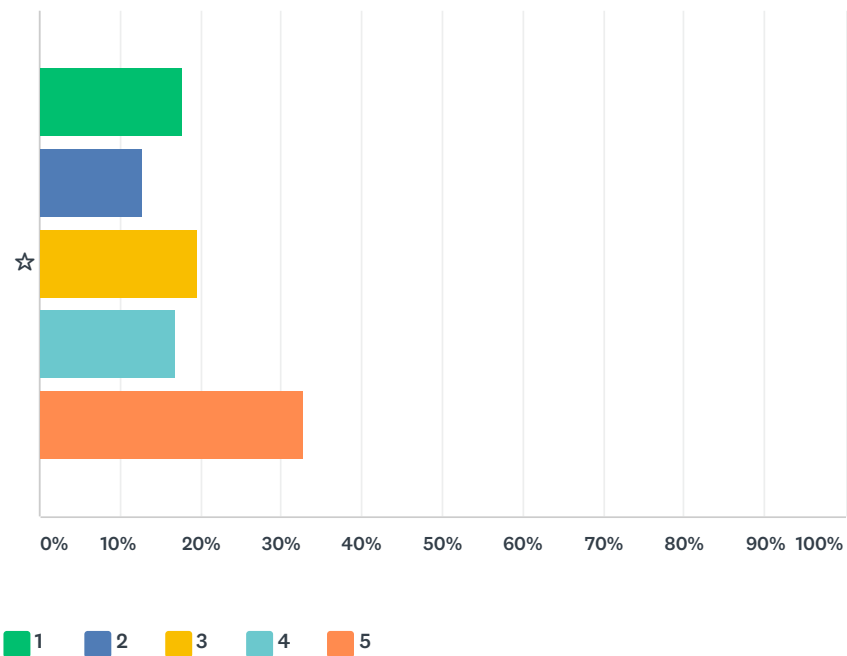


	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	10.57% 46	9.43% 41	11.03% 48	19.54% 85	49.43% 215	435	3.88



Q25

Answered: 344 Skipped: 100

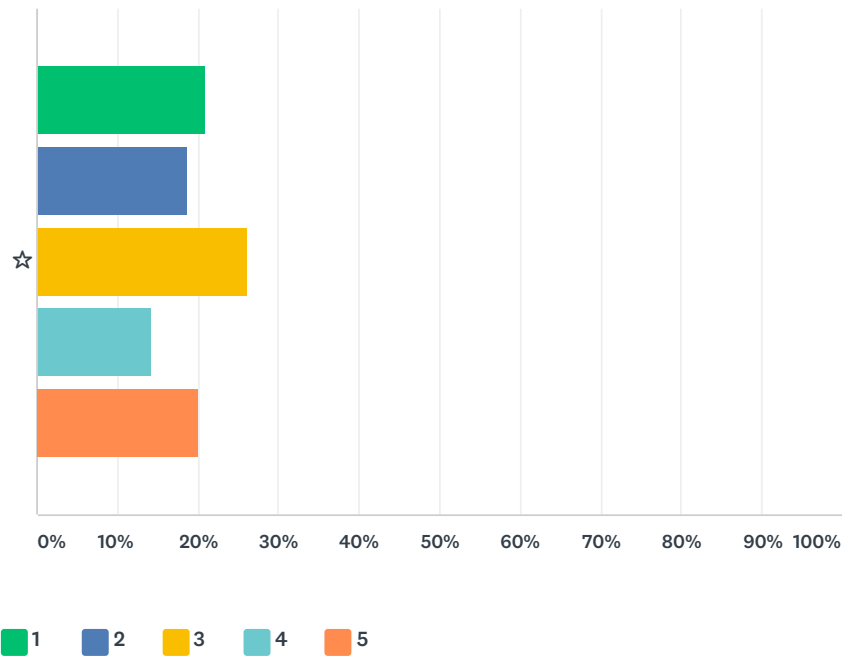


	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	17.73% 61	12.79% 44	19.77% 68	16.86% 58	32.85% 113	344	3.34



Q26

Answered: 417 Skipped: 27

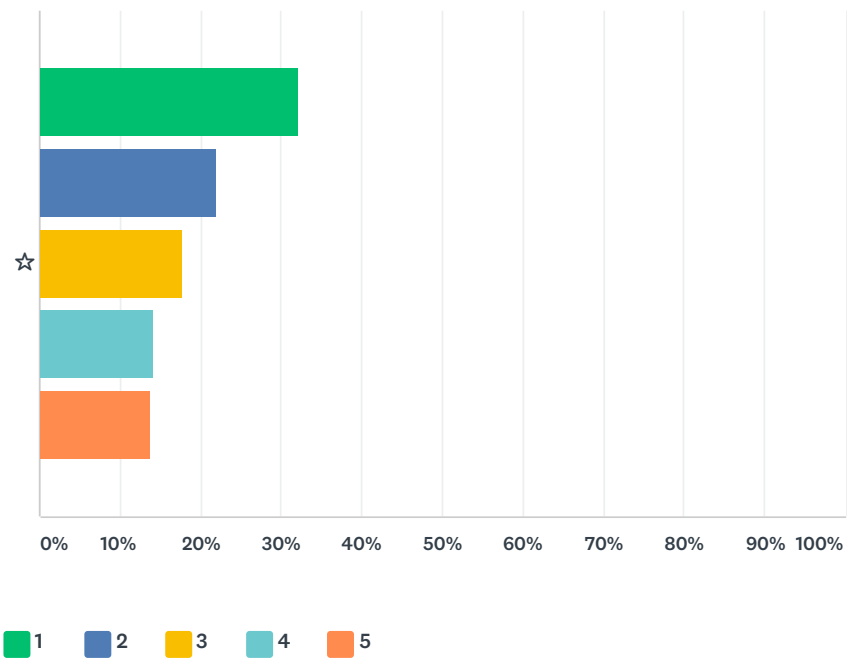


	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	20.86% 87	18.71% 78	26.14% 109	14.15% 59	20.14% 84	417	2.94



Q27

Answered: 415 Skipped: 29

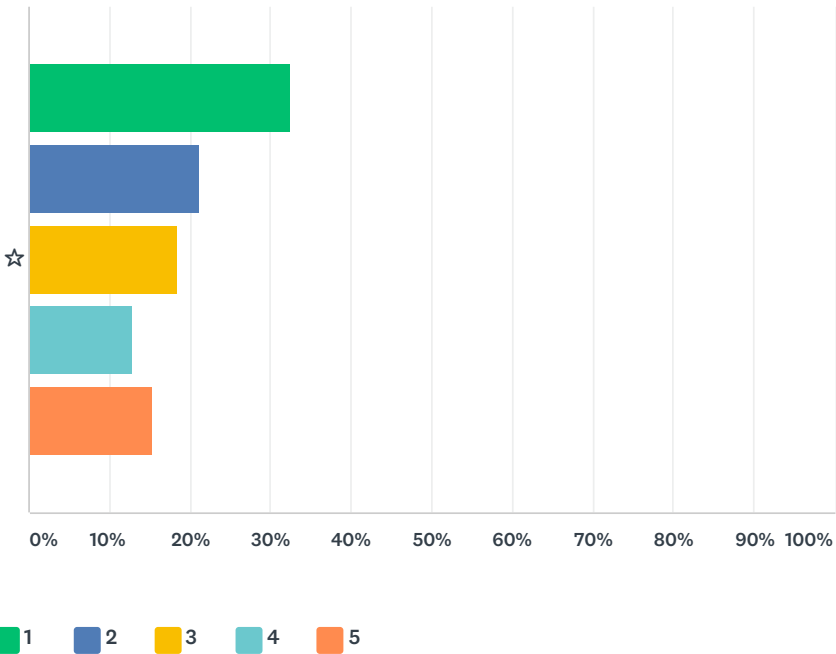


	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	32.29% 134	21.93% 91	17.83% 74	14.22% 59	13.73% 57	415	2.55



Q28

Answered: 417 Skipped: 27

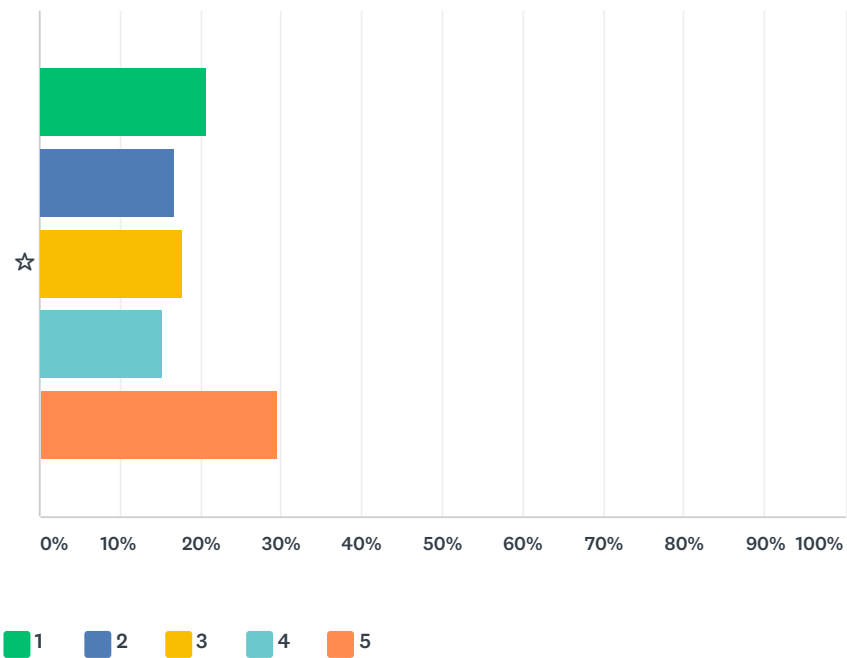


	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	32.37% 135	21.10% 88	18.47% 77	12.71% 53	15.35% 64	417	2.58



Q29

Answered: 418 Skipped: 26

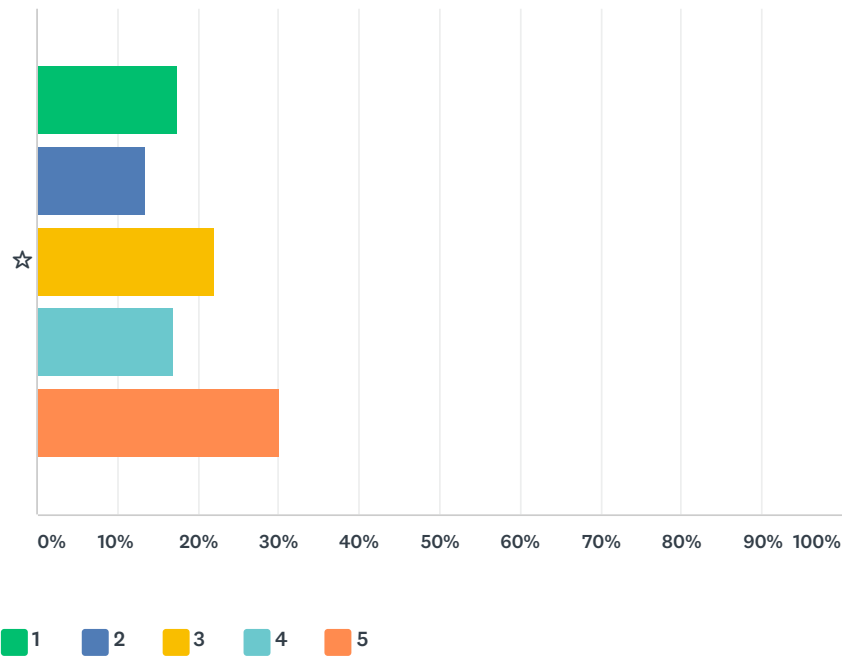


	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	20.81% 87	16.75% 70	17.70% 74	15.31% 64	29.43% 123	418	3.16



Q30

Answered: 431 Skipped: 13



	1	2	3	4	5	TOTAL	WEIGHTED AVERAGE
☆	17.40% 75	13.46% 58	22.04% 95	16.94% 73	30.16% 130	431	3.29



2018-2028 STRATEGIC MASTER PLAN



MARSHALLTOWN PARKS & REC

**RESOLUTION APPROVING PRELIMINARY AND FINAL PLAT FOR
MARSHALLTOWN MALL FIRST ADDITION**

WHEREAS the Preliminary and Final Plat, including lot layout plan and grading for Marshalltown Mall First Addition has been filed for review and approval; and

WHEREAS the Plan Zoning Commission reviewed and recommended approval of the Preliminary and Final Plat for Marshalltown Mall First Addition at a meeting on October 12th, 2017, conditional upon the inclusion of a Memorandum of Understanding be recorded with the plat; and

WHEREAS the owner has agreed to and signed the attached Memorandum of Understanding relative to private sewage disposal systems; and

WHEREAS the City Council has reviewed the same and found it to be in the best interest of the City.

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

Section 1. That the Preliminary and Final Plat for the Marshalltown Mall First Addition is hereby approved and accepted as under the conditions as set forth therein.

Passed this ____ day of ____ 2017 and signed this ____ day of ____ 2017.

CITY OF MARSHALLTOWN

James L. Lowrance, Mayor

ATTEST:

SHARI L. COUGHENOUR, City Clerk

November 13, 2017

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

From: Michelle Spohnheimer, Housing & Community Development Director

Re: Preliminary and Final Plat for Marshalltown Mall First Addition.

Policy Issue: The City of Marshalltown requires a Subdivision Plat when a parcel is divided into three or more parcels. The Mall over the years has split off parcels without going through a full subdivision process. At this point in time there is a request to create four new parcels in addition to the previously divided parcels. Two of the lots front S. Center Street. They include Parcel H & Parcel G. In the Northeast corner of the property Parcel J is the 3.44 acres that is being subdivided and was proposed to be rezoned to residential initially. That request has been withdrawn. In the Southeast corner Parcel L is proposed to be split to allow for right of way dedication in order to connect Melissa Lane and Glenda Drive. These two streets currently dead end into the mall property.

Recommendation: The primary point of discussion related to the subdivision plat is the connection to an existing private sewage disposal system. The City code requires new lots to connect to the public system. Therefore the staff and legal counsel recommended that a Memorandum of Understanding could be included to address when the private connection may be used versus a public connection. City staff and the Plan Zoning Commission recommend that connection to the private system only be allowed if the ownership of the mall and outlets is all one in the same. If a subdivided outlot is sold separately from the mall ownership than a public connection is required. A MOU was drafted and has been signed by the mall owners and is included in the subdivision packet to be recorded with the Final Plat.

At this point in time the City is not acquiring Parcel L however it is being planned for so that the Council can take action should an agreement be reached. This would ensure that there is always a secondary point of access to the residential units throughout Plaza Heights, Glenda Drive and Melody Lane neighborhood. Currently the only public access point is off of Southridge Rd.

Background: The City has had concern related to the private sewage connections and the impact on the public system. The inclusion of the MOU will hopefully eliminate any confusion for future owners/developers about what is required.

Budget Impact: There is not a budget impact all costs are covered by the owner.

Attachment: Platting documents and MOU.

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop,
Dan Kester, Bill Martin, Bethany Wirin



October 5, 2017

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



RE: Marshalltown Mall First Addition
2600 South Center Street

Dear Ms. Spohnheimer:

On behalf of Marshalltown Center IO, we would like to submit a Preliminary and Final Plat application to create four (4) new parcels at what is commonly known as the Marshalltown Mall.

There will be no public improvements for this subdivision. Two lots will front Center Street (Parcels H and G), one lot will be created in the Northeast portion of the property (Parcel J), and the final lot will be created at the far Southeast corner of the property (Parcel L).

I hope your office and the Plan & Zoning Commission will look favorably on this application.

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

Sincerely,

CLAPSADDLE-GARBER ASSOCIATES, INC.

Stephen T. Troskey
Project Manager

Clapsaddle-Garber Associates, Inc.
16 East Main Street • Marshalltown, Iowa 50158 • Telephone 641-752-6701 • Fax 641-752-2849
Toll Free 800-542-7981 • www.cgaconsultants.com

Complete the following contact information. (Please type or print clearly)

Owner Corporation Name Marshalltown Center IO	
Contact/Owner Name Ken Huge	
Owner Address 2600 South Center Street Marshalltown, IA 50158	Owner Fax

AUDITOR'S APPROVAL OF SUBDIVISION NAME

STATE OF IOWA, MARSHALL COUNTY, ss:

I, Deanne Raymond, being Auditor & Recorder of Marshall County, Iowa, do hereby approve, pursuant to Iowa Code §354.6(2) and §354.11(6), the subdivision name MARSHALLTOWN MALL FIRST ADDITION on the annexed plat and find the same to be succinct and unique in Marshall County, Iowa.

Witness my hand and seal this 15th day of August, 2017.

Deanne Raymond

Deanne Raymond, Auditor & Recorder

Marshall County, Iowa



TREASURER'S CERTIFICATE

STATE OF IOWA, MARSHALL COUNTY, ss:

I, Jarret Heil, being Treasurer of Marshall County, Iowa, do hereby certify that land on which MARSHALLTOWN MALL FIRST ADDITION, Marshall County, Iowa, is laid out and platted as shown by the annexed plat is free from property taxes.

Witness my hand and seal this 15th day of August, 2017.

Jarret Heil

Jarret Heil, Treasurer

Marshall County, Iowa



DEDICATION

STATE OF IOWA)
)
COUNTY OF MARSHALL)

Marshalltown Center IO L.L.C., the undersigned owner of record in fee simple of the following real estate, to wit:

PARCEL 1 IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 11, THENCE AT AN ASSUMED BEARING OF N0°58'55"W 1299.27' TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THENCE N89°47'39"E 1296.29' TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S1°19'04"E 1293.81' TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S89°32'56"W 1303.72' TO THE POINT OF BEGINNING;

AND

PARCEL 2, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID

SECTION 11, THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER 87.9'; THENCE NORTH 130', THENCE EAST 19.12'; THENCE SOUTHEASTERLY 99.52' TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 59.43' TO THE POINT OF BEGINNING; AND THE WEST 60' OF THE EAST 147.9' OF THE SOUTH 130' OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, ALSO DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE S89°47'39"W 147.90' ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE N1°12'57"W 130.00'; THENCE N89°51'12"E 79.12'; THENCE S44°57'32"W 99.46'; THENCE S1°13'04"E 59.43' TO THE POINT OF BEGINNING.

being the real estate upon which the following described platted subdivision, to wit:

Marshalltown Mall First Addition

as laid out into lots and streets as shown by the annexed plat drawing and plat, hereby certify that Marshalltown Center, L.L.C., caused said subdivision to be laid out and platted in lots and streets and that the disposition of the real estate as shown by the said plat is with the owner's free consent and in

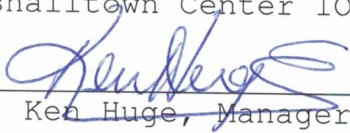
accordance with the owner's desires and conforming to the established requirements for the platting and development under the ordinances of the City of Marshalltown, Marshall County, Iowa.

That the measurements of the lots contained in said addition are as indicated on the attached plat drawing. That this plat drawing conforms to the preliminary plat as previously approved by this Council.

That easements for utilities designed, designated and shown upon said plat drawing are hereby dedicated to Marshalltown Center IO, LLC for use of its franchise holders of Marshalltown, Marshall County, Iowa, and any right, title or interest that the undersigned could have or might claim are hereby relinquished and released for said purpose.

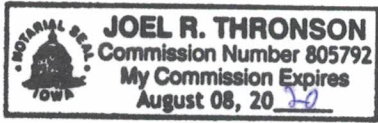
Dated this 5 day of OCTOBER, 2017.

Marshalltown Center IO L.L.C.

BY: 
Ken Huge, Manager

STATE OF IOWA, COUNTY OF MARSHALL, ss:

On this 5 day of October, 2017, before me, a Notary Public in and for the said State, personally appeared Ken Huge, to me personally known, who being by me duly sworn did say that he is the Manager of said limited liability company, and that said instrument was signed on behalf of the said limited liability company by authority of its Manager and the said Ken Huge acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.





Notary Public in and for said State

RESOLUTION ACCEPTING SUBDIVISION OF MARSHALLTOWN MALL

WHEREAS, a plat of proposed subdivision within the corporate limits of the City of Marshalltown, Marshall County, Iowa, laid out upon the following described real estate, to wit:

PARCEL 1 IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 11, THENCE AT AN ASSUMED BEARING OF N0°58'55"W 1299.27' TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THENCE N89°47'39"E 1296.29' TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S1°19'04"E 1293.81' TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S89°32'56"W 1303.72' TO THE POINT OF BEGINNING;

AND

PARCEL 2, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER 87.9'; THENCE NORTH 130', THENCE EAST 19.12'; THENCE SOUTHEASTERLY 99.52' TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 59.43' TO THE POINT OF BEGINNING; AND THE WEST 60' OF THE EAST 147.9' OF THE SOUTH 130' OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, ALSO DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE S89°47'39"W 147.90' ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE N1°12'57"W 130.00'; THENCE N89°51'12"E 79.12'; THENCE S44°57'32"W 99.46'; THENCE S1°13'04"E 59.43' TO THE POINT OF BEGINNING.

has been filed with the City Clerk, said proposed subdivision to be known as:

Marshalltown Mall First Addition

and

WHEREAS, the same has been submitted to the City Attorney and City Engineer and the Marshalltown Planning Commission, as by law provided, and that they have approved the same after

examination thereof, and each found same to be in conformity with the established requirements for the platting and development under the ordinance of the City of Marshalltown, Marshall County, Iowa, and in conformity with the preliminary plat and the law governing the same; and

WHEREAS, the preliminary plat was approved in conformity with the ordinances of the City of Marshalltown, Iowa; and

WHEREAS, the City Council has given due consideration to the same and finds that said plat conforms to the applicable and governing provisions of Chapter 354 and other related statutes to the Code of Iowa (2017) and to the City Ordinances of the City of Marshalltown, Iowa;

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Marshalltown, Iowa:

That said plat of Marshalltown Mall First Addition, as above described and as filed with the City Clerk, be and the same is hereby approved and accepted and any procedural discrepancies of the Platting Ordinance are waived and the Mayor and Clerk are hereby directed to certify this Resolution which shall be affixed to said plat and delivered the same to the grantors hereof. All of which is hereby authorized and approved by this Council.

Passed and approved this _____ day of _____ 2017.

James Lowrance, Mayor
City of Marshalltown, Iowa

ATTEST:

Shari Coughenour, Clerk
City of Marshalltown, Iowa

MAYOR'S AND CLERK'S CERTIFICATE

STATE OF IOWA)
) ss:
COUNTY OF MARSHALL)

This is to certify that the above and foregoing Resolution
entitled Resolution Accepting Final Plat of Marshalltown Mall
First Addition was duly passed and adopted by the Council of the
City of Marshalltown, Iowa, duly and legally assembled at a
Regular meeting of the Council on the___day of_____,
2017, all as appears by the official records of the City of
Marshalltown, Iowa, in the office of the City Clerk of
Marshalltown, Iowa

IN WITNESS WHEREOF, we have hereunto set our hands and
affixed the seal of the City of Marshalltown, Iowa on this___day
of_____, A.D., 2017.

James Lowrance, Mayor
City of Marshalltown, Iowa

Shari Coughenour, Clerk
City of Marshalltown, Iowa

CLERK'S CERTIFICATE

STATE OF IOWA, COUNTY OF MARSHALL, ss:

I, Carolyn Haney, being Clerk of the District Court of Iowa, in and for Marshall County, do hereby certify that the land upon which Marshalltown Mall First Addition is laid out and platted as shown by the annexed plat is free from all judgments, attachments, mechanic's liens as appear by the records of my office.

WITNESS MY HAND AND SEAL this_____day of_____2017.

Carolyn Haney, Clerk of the
District Court of Iowa, in and for
Marshall County

**GRIMES, BUCK, SCHOELL
BEACH & HITCHINS**

ATTORNEYS AT LAW

ROGER R. SCHOELL
KEVIN R. HITCHINS

JEFFREY P. HAZEN
BREANNA M. NELSON
JOEL R. THRONSON

102 EAST CHURCH STREET
P.O. BOX 776
MARSHALLTOWN, IA 50158-0776
(641) 752-4507
FAX (641) 752-5179

Of Counsel
MAX H. BUCK

Deceased
LEONARD L. GRIMES
GENE L. BEACH

October 4, 2017

Honorable James Lowrance, Mayor
Honorable Members of the City Council
City of Marshalltown
Marshalltown, IA 50158

RE: Subdivision
Property –
GBSB&H Abstract #

Dear Ladies and Gentlemen:

This opinion is to certify that I have examined the abstract of title in one part, last continued by Marshall County Abstract Company of Marshalltown, Iowa, and last certified to August 28, 2017, at 8:30 a.m., covering the following described real estate, to-wit:

See Attached

The abstract is certified from and includes the date of root of title.

I further certify that the sub-division to be platted by Marshalltown Center IO, LLC proprietors and owners of the above described real estate to be known as follows:

To Wit Marshalltown Mall first addition

The following exceptions appear:

- A. Easements for public highway and road purposes, together with any incidental rights, in favor of the State of Iowa, as contained in the Easement for Public Highway, dated February 21, 1955, recorded March 1, 1955, in Book B-3, page 95.

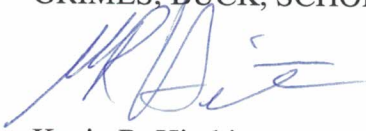
- B. Easements for sewer purposes, together with any incidental rights, in favor of the City of Marshalltown, as contained in the Sewer Easements, dated December 12, 1960, as evidenced by the Resolution, dated December 12, 1960, recorded July 5, 1961 in Book B-11, page 364.
- C. Easements for sewer purposes, together with any incidental rights, in favor of the City of Marshalltown, as contained in the Sewer Easements, dated October 1, 1967, as evidenced by the Certificate, dated May 7, 1968, recorded May 7, 1968, in Book E-48, page 510.
- D. Lease dated May 1, 1970, between Marshalltown Plaza, Inc., landlord, and Younkers Brothers, Inc., tenant, which is evidenced by Indenture of Lease dated May 1, 1970, recorded June 30, 1970, in Book E-55, page 453.
- E. Terms, conditions, easements, restrictions, covenants and provisions as contained in the Agreement, dated August 17, 1976, as evidenced by the Resolution dated August 3, 1976, recorded August 25, 1976, Micro File # 1196-1976-7.
- F. Easement for sewer purposes, together with any incidental rights, in favor of the City of Marshalltown, as contained in the Sewer Easement, dated October 8, 1976, recorded December 7, 1976.
- G. Lease dated February 17, 1976, between General Growth Properties, landlord, and J.C. Penney Company, Inc., tenant, which is evidenced by memorandum of Lease dated February 17, 1976, recorded February 18, 1977, Micro File # 4417-1976-7; as amended by the Agreement recorded February 18, 1977, Micro File # 4418-1976-7; as amended by the term Agreement recorded September 6, 1977, Micro File #1516-1977-8; as amended by the memorandum of Lease Extension Agreement dated February 14, 2002, recorded September 3, 2002, as Document No. 0206940.
- H. Restrictions contained in the Special Use Permit dated March 20, 1990, recorded April 17, 1990, Micro File # 4509-1989-0.
- I. Restrictions contained in the Special Use Permit dated June 4, 1991, recorded May 12, 1993, Micro File # 7126-1992-3.
- J. Easements for sewer purposes, together with any incidental rights, in favor of the City of Marshalltown, as contained in the Sewer Easement, dated October 23, 1998, recorded January 13, 1999, Micro File # 9900246.
- K. Easements for sewer purposes, together with any incidental rights, in favor of the City of Marshalltown, as contained in the Sewer Easement, dated October 23, 1998, recorded January 13, 1999, Micro File # 9900247.
- L. Variance Permit dated February 6, 2001, recorded February 8, 2001, Micro File # 9916734.
- M. Lease dated June 8, 1998, by and between Trisate Joint Venture, as lessor and Kwik Trip, Inc., as lessee, for Store #394 located at 2500 S. Center Street, Marshalltown, Iowa, which is unrecorded, as evidenced by that certain Collateral Assignment of Lease from Kwik Trip, Inc., to Bank One, Wisconsin dated July 27, 2000, recorded July 23, 2001, Micro File # 9920772.
- N. The rights of the State of Iowa, the County of Marshall, the City of Marshalltown, the public and others to that part of the land lying with roads and highways.

I further certify that according to said abstract of title, the fee simple ownership to the real estate described above is in the proprietor and owner, Marshalltown Center IO, LLC, and that the real estate upon which said addition is laid out and platted is free and clear of any and all liens and encumbrances. I further certify that the abstract shows there are no mortgages or liens encumbering the real estate.

I certify that this opinion of title is made pursuant to and in compliance with Section 354.4 related sections of the 2017 Code of Iowa.

Very truly yours,

GRIMES, BUCK, SCHOELL, BEACH & HITCHINS



Kevin R. Hitchins
Title Guaranty No. 3097

KRH/pbs

PARCEL 1 IN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 11, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SAID SECTION 11, THENCE AT AN ASSUMED BEARING OF N0°58'55"W 1299.27' TO THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THENCE N89°47'39"E 1296.29' TO THE NORTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S1°19'04"E 1293.81' TO THE SOUTHEAST CORNER OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE S89°32'56"W 1303.72' TO THE POINT OF BEGINNING;

AND

PARCEL 2, DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, THENCE WEST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER 87.9'; THENCE NORTH 130', THENCE EAST 19.12'; THENCE SOUTHEASTERLY 99.52' TO THE EAST LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE SOUTH 59.43' TO THE POINT OF BEGINNING; AND THE WEST 60' OF THE EAST 147.9' OF THE SOUTH 130' OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11, ALSO DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 11; THENCE S89°47'39"W 147.90' ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE N1°12'57"W 130.00'; THENCE N89°51'12"E 79.12'; THENCE S44°57'32"W 99.46'; THENCE S1°13'04"E 59.43' TO THE POINT OF BEGINNING.



James L. Lowrance, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

November 8, 2017

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

From: Diana Steiner

A handwritten signature in dark ink, appearing to be "DS" or similar initials, written over the printed name "Diana Steiner".

Re: Purchasing Policy

Policy Issue: Council is required to approve changes to policies

Recommendation: Staff recommends approving the Purchasing Policy.

Background: At the October 9 and October 23 Council meetings, there were discussions about the proposed purchasing policy. You may refer to your October 9th packet for the existing purchasing policy and the proposed policy draft. This new policy has incorporated the changes you requested as indicated on the following pages:

Page 3: For public improvement projects, the City Engineer can approve change order(s) up to an aggregate amount of \$25,000 without additional council approval. However, if the change order(s) increases the cost of the project by more than 10% from the amount that the Council originally approved, then the current change order(s) and any future change order(s) for the project shall be approved by Council. After the change order has been approved, a report will be provided to Council indicating the vendor name, amount, purpose of contract, and reason for the change order.

Page 5: Capital Improvement Plan

For goods or services already approved in the annual Capital Improvement Plan (CIP) budget, which is no greater than 10% of the original estimate, the department can proceed without additional Council approval. Other approval levels based on dollar thresholds still apply.

Page 5: Change Orders

Department directors can approve change order(s) up to an aggregate amount of \$25,000 without additional Council approval. However, if the change order(s) increases the cost of the project by more than 10% from the amount that the Council originally approved, then the current change order(s) and any future change order(s) for the project shall be approved by Council. After the change order has been approved, a report will be provided to Council indicating the vendor name, amount, purpose of contract, and reason for the change order.

Page 5: Motor Vehicles

Any motor vehicle licensed to be driven on the road must be approved by Council prior to purchase.

Budget Impact: None.

Attachment: None

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Dan Kester, Bill Martin, Bethany Wirin





PURCHASING POLICY AND PROCEDURE MANUAL

Date of Version: November 13, 2017 Resolution No.: 2017-__

Title: FINANCIAL POLICY

Section: PURCHASING POLICY

TABLE OF CONTENTS

I. INTRODUCTION	1
II. PURCHASING POLICY.....	2
III. PURCHASING METHODS	5
IV. POLICIES RELATED TO THE PROCUREMENT	7
V. PURCHASING PROCEDURES	9

I. INTRODUCTION

This policy is to promote efficiency, transparency, and fairness in procurement of goods and services. Purchasing of goods and services for the City is to be accomplished impartially, with no favoritism toward any individual vendor and with no appearance of impropriety. This policy establishes consistent purchasing procedures while maintaining certain controls to obtain needed goods and services efficiently and economically. The cooperation of all City employees, administration and vendors is essential if the City is to obtain maximum value for each tax dollar spent. All purchases and procurements shall be reasonable and necessary. Only the purchasing methods described herein are available for purchasing goods and services on behalf of the City.

No purchase made by an employee shall bind the City to receive and/or pay for the goods or services procured, unless authorized by the methods described herein. Transactions shall not be split into smaller parts to circumvent the dollar limitations and requirements of this policy.

Responsibilities

It shall be the responsibility of the Department Director to ensure that his/her department follows all policies and procedures and expenditures are within the Department's budget. The City's purchasing system is considered decentralized (each departments' responsibility) except for those goods, services, and equipment that qualify or are designated for centralized purchasing.

Regulating Authorities

Requests and suggestions for changes to this policy may be submitted to the Finance Director at any time. All changes in this manual shall be approved by City Council by resolution to be effective.

Noncompliance

Noncompliance with these policies and procedures may result in the return of improperly authorized or prepared documents, nonpayment of vendor invoices, cancellation of purchase orders or purchasing privileges, or other sanctions as determined necessary

after consultation with the Department Director and/or City Administrator.

II. PURCHASING POLICY

The City of Marshalltown utilizes different dollar value thresholds for determining what purchasing methods should be used as well as the level of approval required. These thresholds are established by the State of Iowa or federal rules, as well as the best judgement of the City Council in determining an appropriate level of oversight for activities. These purchases can generally be broken down into two categories: purchases that are considered public improvements and all other purchases.

Public Improvements

A Public Improvement is defined as a building or construction work which is constructed for the City of Marshalltown and is paid for in whole or in part with funds of the governmental entity. A public improvement project may involve new construction, reconstruction, or an improvement that results in betterment to a facility by improving either the original design of the facility or the function of the facility.

Repairs or maintenance work are subject to this policy unless performed by a City of Marshalltown employee. This is defined as the preservation of a building, storm sewer, sanitary sewer, or other public facility or structure so that it remains in sound or proper condition, including minor replacements and additions as necessary to restore the public facility or structure to its original condition with the same design.

Public improvement projects are broken down into two types: Vertical Infrastructure and Horizontal Infrastructure. When planning a public improvement and determining which bidding threshold applies, the estimated total cost of the project applies. This estimate should include labor, materials, equipment, and supplies and should exclude the cost of architectural, landscape architectural, or engineering design services or the cost of inspections.

Vertical infrastructure includes the following:

- Buildings and all appurtenant/accessory structures
- Utilities
- Incidental street improvements including sidewalks
- Site development features
- Recreational trails
- Parking facilities

Vertical infrastructure does not include any work constructed in conjunction with or ancillary to highway, street, bridge or culvert projects, including but not limited to utilities and sidewalks.

Estimated Total Project	Requirement	Approval Level
Equal to or less than \$55,000*	Informal Procedures	Department: less than \$10,000; Finance: \$10,000-\$24,999; City Administrator: -\$25,000 \$44,999; City Council- \$45,000-55,000
Greater than \$55,000* and less than \$135,000*	Competitive Quotation Procedures	City Council
Greater than \$135,000*	Competitive Bidding	City Council

Horizontal infrastructure includes the construction, reconstruction, improvement, or repair and maintenance of a highway, bridge or culvert.

Estimated Total Project	Requirement	Approval Level
Equal to or less than \$47,000*	Informal Procedures	Department: Less than \$10,000 Finance: \$10,000-\$24,999; City Administrator: \$25,000 - \$44,999 City Council: \$45,000 - \$47,000
Greater than \$47,000*	Competitive Bidding Procedures	City Council

**These amounts are effective as of January 1, 2017. The law requires these amounts be reviewed not less than biennially, effective January 1 following any such adjustment. This Policy shall automatically incorporate and the City shall properly follow any threshold adjustments which may occur subsequent to January 1, 2017. A listing of bid thresholds is available at: http://www.iowadot.gov/local_systems/publications/bid_limits.htm*

Some of projects may be combined and include portions that are both horizontal and vertical infrastructure. In that case, the more stringent bidding requirements should be used. For example, if utilities are constructed in conjunction with a street project, the horizontal infrastructure thresholds should be used. If the utilities are constructed independently, the vertical infrastructure thresholds can be used.

If donated funds are to cover the entire cost of the public improvement, the City does not need to utilize the processes specified above.

For public improvement projects, the City Engineer can approve change order(s) up to an aggregate amount of \$25,000 without additional council approval. However, if the change order(s) increases the cost of the project by more than 10% from the amount that the Council originally approved, then the current change order(s) and any future change order(s) for the project shall be approved by Council. After the change order has been approved, a report will be provided to Council indicating the vendor name, amount, purpose of contract, and reason for the change order.

All Other Purchases

Purchases of goods or services which fall outside of the definition of a public improvement are governed by different dollar thresholds and processes.

Estimated Total Project	Requirement	Approval Level
Less than \$25,000	Informal Procedures	Department: less than \$10,000 Finance: \$10,000-\$24,999
\$25,000 to \$44,999	Request for Sealed Quotations or Request for Proposal	City Administrator
\$45,000 or greater	Request for Sealed Quotations or Request	City Council

Purchases and Contracts less than \$5,000

Any goods and/or services under this threshold may be purchased by Department Directors or their respective designees without receiving quotes if the Department Director/Designee makes a conscious decision that it is not worthwhile based on the minimal savings and the investment of time for staff to get quotes. If Director/Designee makes the decision to get quotes, at least 2 must be obtained.

Purchases and Contracts \$5,000 to \$24,999

The purchase of any goods or services where the total value is between \$5,000 and less than \$24,999 shall require written quotations from at least three suppliers or documentation to substantiate effort to get three quotes. Once department supervisor and/or director approves and contract is signed, if applicable, requester can make the purchase. It is the responsibility of the Department to maintain the quotes.

Purchases and Contracts equal to or greater than \$25,000

For goods or services of \$25,000 or more, a Request for Sealed Quotations or Request for Proposal (RFP) must be utilized. Request for quotes will be solicited for when the specifications and requirements are sufficiently standardized that the quotes can be easily compared with one another. A Request for Proposal (RFP) will be solicited when specifications and requirements are not standardized and the City wishes the bidder to propose a solution or methodology.

For a Request for Sealed Quotation or Request for Proposal, the Director/designee shall approve the bidder specifications prior to release. The written specifications will include the time, place, and manner for filing quotations/proposals, which may be received by in person, by mail, fax, or e-mail as indicated in the specifications.

Exceptions

There are some circumstances which the thresholds for purchases other than public improvements will not apply. This includes the following situations:

- Already negotiated contracts including state contracts, federal supply schedule or other national procurement associations
- Sole source may be used for OEM (Original Equipment Manufacturer) and warranty repairs, if prior approval is obtained from Council. Sole source is defined as a vendor who is the only one qualified or allowed to perform maintenance based on the manufacturer's warranty or who is allowed to sell parts/goods in a particular geographic location for a product. All purchases involving a sole source vendor where competitive bids are required shall be accompanied by written justification from the Department Director detailing the reason for a sole source purchase.
- On-going services that are under a contract or 28E agreement, including rents and leases, maintenance and service agreements.
- Medical physicals and expenses, employee insurance and benefit programs, and the related third- party administrators.
- Services only provided by one vendor (i.e. utilities, annual dues, subscriptions).
- Travel and Training
- Projects being wholly funded by donated funds

Local preference Policy

The City Council has determined that it is in the best interest to make smaller dollar purchases through local businesses. A local business is defined as any business that owns or leases a building within the city limits of Marshalltown and uses the building for the conduct of business operations within the City. For the purchase of goods or services, if the anticipated cost is less than \$5,000 and the Department Director determines that significant savings to the city from competitive bid or quotation appears unlikely.

This policy shall be interpreted to give a local preference to the extent consistent with state law and this Purchasing Policy. It is not appropriate to solicit bids or quotations, then select a higher bid or quote because of local preference. It does not apply when awarding contracts for public improvements, nor to goods and services purchased with the assistance of federal, state or county funds. It does not apply to other specific circumstances when the application would make it unlawful under state or federal law, including the application under treaty or trade agreements.

Capital Improvement Plan

For goods or services already approved in the annual Capital Improvement Plan (CIP) budget, which is no greater than 10% of the original estimate, the department can proceed without additional Council approval. Other approval levels based on dollar thresholds still apply.

Change Orders

Department directors can approve change order(s) up to an aggregate amount of \$25,000 without additional Council approval. However, if the change order(s) increases the cost of the project by more than 10% from the amount that the Council originally approved, then the current change order(s) and any future change order(s) for the project shall be approved by Council. After the change order has been approved, a report will be provided to Council indicating the vendor name, amount, purpose of contract, and reason for the change order.

Motor Vehicles

Any motor vehicle licensed to be driven on the road must be approved by Council prior to purchase.

III. PURCHASING METHODS

The method of purchasing to be used, or how a bid or quote is obtained, is determined by the type of project/purchase as defined above. Regardless of the method required for a purchase, the City of Marshalltown strives to ensure full and open competition, guarantee the objective performance of the contract, and eliminate the possibility for unfair competitive advantages. Proposal selection shall be based on responsiveness to the solicitation, price, quality, deadlines of delivery, warranties, accountability and fulfillment of the service, and other relevant factors.

Informal Procedures

If the estimated total cost of the project is equal to or less than the minimum threshold amount as defined by type of project above, the City may proceed as deemed in the best interest of the City. If the Director/Designee makes the decision to get quotes, at least two must be obtained. A quote can be a telephone quotations, print screens from a website, information from a catalog, or a written amount. It is the responsibility of the Department to maintain the quotes.

For public improvement projects which require an informal procedure, a performance and payment bond is required from the contractor for any work exceeding \$25,000 in total cost, including change orders.

Competitive Quotation Procedures

The competitive quotation process is for vertical infrastructure projects only. The City must make a good faith effort to obtain quotes from at least two contractors regularly engaged in the required work before awarding a contract. Quotes may be obtained after the city provides a description for the work to be completed, including plans and specification prepared by an architect or engineer, and allows all potential contractors and opportunity to inspect the project site.

The quotes received should detail the amount for labor, materials, equipment and supplies. The lowest responsive, responsible bidder shall be awarded the bid, or the City may reject all quotes. A resolution awarding the bid and approving a contract must be approved by the City Council prior to work commencing. The contractor's performance and payment bond, and certificate of insurance, must also be on file before work begins.

If the work can be performed by employees of the city, the city may file a competitive quotation for the work to be performed in the same manner as a contractor. For purposes of comparing the city's quotation to perform the work with city employees to a contractor's quotation to perform the work, the amount of estimated sales and fuel tax which a contractor identified in its quotation must be deducted from the contractor's quotation.

If no quotations are received to perform the work or if the city's estimated cost to do the work with its employees is less than the lowest responsive, responsible quotation, the city may authorize its employees to perform the work.

Competitive Sealed Bid Procedures

This process requires an architect or engineer to prepare plans and specifications as well as calculate the estimated total cost of the project. The process for selecting an architect or engineer is one that is qualifications based, meaning the City should select the best qualified firm to complete this task. See Request for Qualifications below for more information.

Once plans, specification and an engineer's cost estimate are prepared, the City Council must order and then hold a public hearing on the plans, specifications, form of contract and estimated cost of the project. Following the public hearing the City must then send a notice to bidders, which includes the time and place for filing sealed bids, time and place the bids will be opened, general nature of the public improvement, general timeline of the project, and detail the requirements of the bid security. The notice might also include other pertinent information and that the city reserves the right to reject any and all bids.

The City will also publish a notice not less than 13 and no more than 45 days before the bid filing deadline, as required by law, in the following locations:

- The Construction Update Network
- The City of Marshalltown website

Depending on the scope of the project, a pre-bidding meeting might be necessary to give potential contractors a chance to ask questions about the project. This decision shall be left to each Director/ designee.

After the deadline for bids to be received, a formal bid opening will be held. The City must record on the envelope containing the bid the time it was received and the name of the person who received it. Any bid received after the deadline cannot be considered and

must be returned to the bidder unopened. After the bids have been opened, the city can award the contract, by resolution, to the lowest responsive, responsible bid or reject all bids and set a new date for receiving bids. The contractor's performance and payment bond, and certificate of insurance, must also be on file before work begins.

Request for Qualifications

A Request for Qualifications should be issued when seeking the best qualified firm for providing professional services, such as architectural and engineering services. Where practical, however, those vendors providing such services should be asked to submit quote or bids to provide the services requested. Such proposals shall be evaluated on the basis of the vendor's reputation, experience, and understanding of the work to be done. Price, while being a factor, may not be the primary factor. City Director, City Administrator and City Council authorization or affirmation is still required at the same dollar limitations.

Request for Sealed Quotations

For purchases of goods or services meeting the above thresholds, the following request for bid process should be used. The Director/designee should have a written set of standards and specifications for which pricing is being sought. Bids are open at an announced time, and each bidder is identified along with the bid amount. The award should go to the lowest responsive, responsible bidder at the appropriate approval levels based on the dollar threshold.

Request for Proposals (RFP)

For purchases of goods services meeting the above thresholds, a Request for Proposal should be used when the City is seeking a service for which there is not a standardized specification for bidders. Instead, a scope of work provided by the City guides bidders on what items should be submitted in a response.

Evaluation criteria should also be specified in a bid document and then used to determine the best proposed process and/or firm for the given service. The City is not required to accept the lowest dollar bid in this process. At a minimum, advertisement of this bid should be posted on the City of Marshalltown website. The City may contact known vendors that provide this service to notify them of the RFP. Request for Proposals should be sealed bids so as to prevent any disclosure of process, cost or any other aspects of a proposal. The bid openings for RFPs are not public.

Request for Information (RFI)

This method can be used when the City wants to obtain valuable information from potential suppliers of goods or services by simply asking for the information from known and qualified firms. Potential suppliers may provide method-valuable information, alternative solutions, and enable the entity to evaluate their approach to the procurement of the good or service.

This method can also be used for contracts for leases or acquisition of real property. A lease or acquisition value is negotiated after considering competitively acquired information about alternatives and values.

The City Administrator and Finance Director must be included in these negotiations. Council action is required before any contract is signed for acquisition of real property.

IV. POLICIES RELATED TO THE PROCUREMENT

Outside of the dollar thresholds and approval levels, there are additional policies which

departments and City personnel must consider when making a purchase.

Prepayments

The City does not prepay for goods or services or utilize prepaid devices such as gift cards. If a vendor requires prepayment for goods or services, authorization must be obtained from the City Administrator or the Finance Director.

Sales Tax

The City does not pay sales tax for goods or services. Employees should provide the vendor the City's sales tax exemption number. If the vendor does charge sales tax, it will be the responsibility of the employee to get a credit or refund. The exception to paying sales tax is when an employee is paying for items personally and being reimbursed, such as travel expenses, or does not have a Pcard. In those instances, the employee will be reimbursed for sales tax.

Emergency Purchases

Emergency purchases are exempt from getting quotes or soliciting bids when the incident could not be foreseen and the repair/service is required to continue service to the public or to insure the safety of citizens or employees. The City Administrator must provide prior authorization for an emergency purchase.

Procurement Records

Departments are responsible for maintaining all specifications, quotations, selection criteria, performance and payment bonds, certificate of insurance, and contracts. Please see the Iowa Records Retention Manual for further guidance.

Iowa Gift Law

Please see Personnel Policy 2.16 for the City's policy regarding Iowa's Gift Law.

Conflict of Interest

If an elected official or an employee of the City of Marshalltown has a conflict of interest related to the selection, award, or administration of a contract supported by a Federal award, this must be disclosed to the City Administrator or Mayor immediately. A conflict of interest can include when an elected official or employee, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Related Party Transactions

Purchase transactions for goods or services from an officer of the City or an employee of the City, including Board and Commission members, is limited to \$2,000, in any one occurrence, unless the sale is made after public notice and a competitive bidding process per State law. Regardless of the amount, the employee must disclose the purchase to his/her Supervisor, Department Director, and Finance Director.

State or Federal Grant expenditures

All purchases funded through a State or Federal grant must follow all additional procedures required by the grantor. All bid specifications for a purchase that is funded through a State or a Federal grant must list all additional specifications for the goods or services that are required by the grantor. Contractors must be evaluated when the bids are received on their ability to meet these State or Federal requirements. In addition, no purchases to be covered by the grant can be made prior to the execution of the grant

agreement unless approved by the grantor.

Centralized Purchasing:

Goods, services, and equipment that are determined to qualify under any of the following criteria will be purchased and bid by the Department:

- Where bulk purchasing or exclusiveness can save the City money.
- Where consistency across departments creates organizational efficiency
- Where no department is directly responsible for a good or service that affects many departments
- Where the City Administrator determines that it is beneficial for the City to do so

The ordering Department will create bid specifications, solicit bids, and manage contracts for goods, services, and equipment that are deemed to qualify.

For the goods, services, or equipment qualifying under this section, departments must contact the ordering Department for vendor issues, complaints or other related activities.

Qualification for centralized purchasing will be determined by the City Administrator and the Finance Department.

V. PURCHASING PROCEDURES

In order to complete a purchase, the following internal procedures must be used in order to pay for a purchase.

Requisitions and Purchase Order

For goods/services equal to or exceeding \$5,000, a purchase requisition must be created in the financial software and be approved by at least the Supervisor or higher authority prior to a purchase being made.

Purchase requisitions shall be approved in the following manner. Department directors may set more restrictive approval requirements within their departments if desired. A higher authority is defined as the City Administrator, Finance Director, or a designee of either.

- Between \$5,000 and \$9,999 must be approved a by (a) a supervisor if applicable and (b) Department Director or higher authority
- \$10,000 and \$24,999 must be approved by (a) a supervisor if applicable, (b) a Department Director, and (c) Finance Director or higher authority
- \$25,000 and over must be approved by (a) a supervisor if applicable, (b) a Department Director, (c) Finance Director and (d) City Administrator or his/her designee.

If the purchase is being requested to be paid out of funds 030 /031(CIP) or is coded to an equipment/vehicle expense of \$5,000 or more, the Finance Department will also approve. Depending on the dollar threshold and the accounting codes used, the City Administrator or his/her designee and/or the Finance Department will approve requisitions within 48 hours of receiving a properly authorized requisition.

A purchase order is created from requisitions of \$5,000 or greater. The requisition must be approved prior to issuing the purchase order to the vendor. This number can then be provided to the vendor if requested.

Petty Cash

Petty cash may be used to make change for customers or to make purchases of under \$30 which could not be covered by a procurement card. Approval is required by the supervisor or higher authority and must be signed out from the petty cash custodian prior to making the purchase.

Petty cash should not be used for:

- Travel and training expenses or clothing expenses
- Purchases where the City has a credit account
- Purchases that can be made with the employee's procurement card.

A receipt is required for all petty cash purchases. It should indicate the description of the item, purpose, amount paid, account number to be expended and signature on the receipt.

The Finance Director must authorize any increases or decreases to a department's petty cash. If a petty cash fund is desired, it must be requested and approved through the Finance Director or his/her designee.

Procurement Card (Pcard)

Procurement card (Pcard) may be used to pick up needed items locally, pay for items on the internet, when it is necessary to expedite goods, and when an advance deposit is required (i.e. travel reservations).

Supervisors or Department Directors will approve the purchase and sign the monthly recap sheet when coding. The Pcard User must sign and date the invoice, receipt, or order acknowledgement indicating items were received and in good condition. See Purchasing Card Policy for more information.

Employee Reimbursement

Employee reimbursements are for staff that do not have a Pcard and/or need reimbursed for:

- Travel costs (i.e. mileage, motel, meals, parking). Please reference section 2.11, Appendices A-D of the Employee Policy Manual for acceptable travel expenses
- Training costs (i.e. registration fees, educational materials, office supplies)
- Clothing allowances
- Low-cost items that are needed that day (i.e. part)
- Library materials
- Personal cell phone allowance
- Emergency purchases as defined in this policy above.

Employees are required to submit original detailed receipts indicating vendor name, date & time of purchase, and items purchased. Supervisors and/or Directors must approve the employee reimbursement request.

Central Store

Central Store is used for items purchased and then available to all departments (i.e. paper products). The person picking up supplies will list them on a charge-out sheet. At the end of each quarter, the Finance Department will expense the supplies to the Departments.

Budget Approval

Department Directors are responsible to select the most appropriate account number and stay within their overall approved budget for each activity. This means that a specific budget expenditure line can be exceeded as long as the entire activity is not. If circumstances arise where the budget is not sufficient or if the Director wants to make a change, follow these guidelines:

Transfers

If the good or service exceeds the budgeted amount, the Director may request:

- A budget line transfer when moving from one expense line to the other within the same fund and department activity, which nets to zero. This only requires the Department Director's approval. The exception is that you cannot decrease wages or benefit lines and move the savings to other budget lines.
- A budget line transfer between funds or department activities, but within the same budgetary function as defined by State Code, requires the Department Director and Finance Director's approval.
- A budget transfer between budgetary functions requires approval of the public through a budget amendment. Prior authorization must be sought from the City Administrator and Finance Director who will in turn present it to the City Council for approval.

Exceptions

In the event that a purchase or service was not planned in the original budget and it exceeds planned budgetary function levels, prior authorization must be sought from the City Administrator and Finance Director who will in turn present it to the City Council for approval.



James Lowrance, Mayor
Jessica Kinser, Administrator
Shari L. Coughenour, Clerk
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5799
Fax - (641) 754-5717

City Administrator's Office

To: Mayor Lowrance and the City Council
From: Jessica Kinser, City Administrator
Date: November 9, 2017
RE: **28E for Communications**

Policy Issue: Council must approve intergovernmental agreements

Recommendation: To approve the resolution and 28E agreement as proposed

Background: The City currently participates in a 28E agreement for communications, which was last amended in 2010. Under the agreement, the E911 Joint Services Board provides oversight of emergency communications within Marshall County, with the City covering 62 percent of personnel costs and the County covering the remaining 38 percent of personnel costs. The employees are City of Marshalltown Police Department employees, with the Chief of Police providing supervision of the operations.

Iowa Code Chapter 29C allows for a Communications Commission to be created, which is very similar in nature to the E911 Board, but is funded and operates differently with a relationship to the County Emergency Management Commission. Rather than the City and the County funding the costs, a countywide tax levy would be utilized to cover the operational costs of the Communications Center. The Board would approve this levy amount annually, and it would be requested as part of the Emergency Management Commissions annual budget.

Another difference is the oversight of operations. A Manager of the Communications Center would report to a Board of Directors (mostly elected officials), with a Technical Oversight Advisory Committee providing guidance on policies and personnel. This would not be overseen by either the City or the County and would be its own standalone entity.

The Communications employees could no longer be City of Marshalltown employees, as the employer would be the Marshall County Communications Commission. However, the agreement states that the City of Marshalltown would provide payroll and benefits support for the new entity, which includes the ability to still be part of the City's health insurance.

City Council

Leon Lamer, Bill Martin, Joel Greer, Al Hoop,
Dan Kester, Michael Gowdy, Bethany Wirin



Budget Impact: In the current fiscal year, this would remove \$582,000 in personnel costs (wages and benefits) from the General Fund.

Attachment: None

City Council

Leon Lamer, Bill Martin, Joel Greer, Al Hoop,
Dan Kester, Michael Gowdy, Bethany Wirin



RESOLUTION APPROVING A 28E AGREEMENT BETWEEN THE CITY OF
MARSHALLTOWN, MARSHALL COUNTY, THE MARSHALL COUNTY EMERGENCY
MANAGEMENT COMMISSION AND THE 911 JOINT SERVICES BOARD FOR JOINT
EMERGENCY COMMUNICATIONS SERVICES FOR MARSHALL COUNTY

WHEREAS, the City of Marshalltown, Marshall County, the Marshall County
Emergency Management Commission, and the Marshall County 911 Joint Service Board have
set forth the terms and conditions for the Joint Emergency Communications Services for
Marshall County, and

WHEREAS, the City of Marshalltown, Marshall County, the Marshall County
Emergency Management Commission, and Marshall County 911 Joint Service Board now desire
to further outline the details and responsibilities for those improvements.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Marshalltown that
the 28E Agreement between the parties above is hereby approved and adopted, effective this
date.

Passed and approved this _____ day of _____, 20__.

CITY OF MARSHALLTOWN, IOWA

James L. Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**Marshall County
Communications
Commission
28E Agreement**

MARSHALL COUNTY COMMUNICATIONS COMMISSION
28E AGREEMENT

This Agreement is entered into by and among the City of Marshalltown, Iowa; Marshall County, Iowa; the Marshall County E-911 Joint Service Board; and the Marshall County Emergency Management Commission in Marshall County, Iowa (collectively, the "parties"). This agreement replaces all existing 28E Agreements concerning joint E-911 services in and for Marshall County, including but not limited to the agreement filed with the Secretary of State on August 31, 2010 at 11:05 AM. All such prior 28E agreements are hereby rescinded.

1. **PURPOSE AND SCOPE:** The purpose of this agreement is to establish a commission in Marshall County to fund the personnel requirements and govern, in conjunction with the Marshall County E-911 Joint Service Board, the operation of joint emergency response communications services and facilities for law enforcement, fire, rescue, and emergency medical services in Marshall County, Iowa pursuant to Chapter 28E of the Iowa Code (most recent version), as amended.
2. **CREATION AND DURATION:** The duration of this Agreement shall be perpetual, unless terminated in the manner provided below. The Commission shall come into existence effective on the date this Agreement is signed by all parties and filed with the Secretary of State. The parties agree the existing work rules, management structure, and chain of command previously established by the City of Marshalltown, as well as the basic pay levels and benefits set forth in the employees' collective bargaining agreement, shall be preserved unless and until the new Communications Commission is fully organized and prepared to review and make whatever changes it deems appropriate. Further, Marshall County and the City of Marshalltown agree to continue their existing funding levels until such time as the first infusion of funds is received from the County-wide levy.
3. **ENTITY CREATED / EXISTING 28E AGREEMENT ABOLISHED:** There is hereby created a separate legal entity to be known as the "Marshall County Communications Commission" ("the Commission") which shall be governed by the Marshall County Communications Commission Board of Directors ("Board of Directors"). The Commission is composed of, and shall be represented by, the parties to this agreement on its Board of Directors. All existing arrangements created by any prior 28E agreements for the purpose of governing joint E-911 services in and for Marshall County, including but not limited to the agreement filed with the Secretary of State on August 31, 2010 at 11:05 AM, are hereby dissolved by agreement of the signatories to this agreement, and are replaced by the Commission and its Board of Directors.
4. **GOVERNANCE:** The Commission's Board of Directors shall be responsible for governance of the Commission and of the Communications Center.

5. COOPERATION FROM MARSHALL COUNTY E-911 JOINT SERVICE BOARD: The Marshall County E-911 Joint Service Board hereby agrees to take all actions necessary and proper to ensure the efficient transmission of E-911 funds to support the operations of the Communications Center, and to coordinate the preparation of its budget with that of the Commission.
6. COMMISSION'S BOARD OF DIRECTORS:
 - a. The Commission's Board of Directors shall comprised of 17 voting Directors comprised of the Mayors of each incorporated City in Marshall County, as well as a representative of Marion Township, the chairperson of the Board of Supervisors of Marshall County, the Emergency Management Coordinator, and the Sheriff of Marshall County.
 - b. Each voting Director shall be an elected official and shall not be a member of the Technical Oversight Advisory Committee (TOAC), with exception of the Emergency Management Coordinator.
 - c. Each voting Director shall have one vote.
 - d. Unless otherwise provided herein, passage of any measure will require a quorum of the voting Directors.
 - e. There shall be no term limits.
 - f. The Directors shall not be individually liable for the debts of the Commission.
 - g. The Commission shall defend the Directors and shall save harmless and indemnify them against any claim arising out of an alleged act or omission occurring within the scope of their duties.
 - h. A Director may appoint a proxy to represent the Director at a Commission meeting, who shall have the same authority as the regular Director. The proxy may be an elected official, an executive level employee, but not a member of the TOAC, and provided that only elected proxies may be selected to attend any meeting where a vote on any budget-related issue is on the agenda.
 - i. The Commission shall be a separate legal entity exercising public and essential governmental functions to provide for the public health, safety and welfare.
 - j. The Board of Directors of the Commission shall have ultimate control of the Commission and all of its property and personnel. The Board's powers and duties shall consist of at least, but shall not limited to:
 1. To sue and be sued.
 2. To acquire, hold, use and dispose of personal property for the purposes of the Commission.
 3. To acquire by purchase, gift, lease or otherwise, real property and easements therein, necessary or useful and convenient for the operation of the Commission, subject to all liens thereon, if any, and to hold and use the same, and to dispose of property so acquired no longer necessary for the purposes of this Commission.

4. To equip, furnish, operate and maintain equipment for joint communications services and ancillary services consistent with the purpose of this Agreement.
5. To make and enforce bylaws or rules and regulations for the management and operation of its business and affairs and for the use, maintenance and operation of its facilities and any other of its properties, and to annul the same.
6. To do and perform any acts and things authorized by Chapters 28E and 28F of the Iowa Code (most recent version), as amended, by this Agreement, under, through or by means of its officers, agents and employees, or by contracts with any person or entity.
7. To hire, fire, or discipline the Communications Manager and fix said person's compensation and benefits.
8. Approve personnel rules and regulations promulgated by the Communications Manager and/or TOAC.
9. To accept grants, and to enter into contracts, leases, or other transactions with municipal, county, state or federal governmental entities.
10. To enter into any and all contracts, execute any and all instruments, and do and perform any and all acts or things necessary, convenient or desirable for the purposes of the Commission.
11. To contract with and compensate consultants for professional services including but not limited to engineers, planners, lawyers, accountants, and all others found necessary or useful and convenient to the stated purposes of the Commission.
12. To provide, consistent with Chapters 24, 28E, and 29C of the Iowa Code (most recent version), as amended, for a system of budgeting, accounting, auditing and reporting of all Commission funds and transactions.
13. To make or cause to be made studies and surveys necessary or useful and convenient to carrying out the functions of the Commission.
14. To annually review and approve the Communications Budget;
15. Review, edit and approve the performance review of the Communications Manager authored by the TOAC;
16. Setting of broad policy for the Communications Center, based on advice received from the TOAC;
17. Review and approve all operating and procedures and personnel manuals promulgated by the Communications Manager and/or recommended by the TOAC;
18. Make liaison with the Marshall County E-911 Joint Service Board to ensure appropriate coordination of E911 surcharge funding from that entity for hardware and other needed items.
19. Ensure all budgetary duties as specified in paragraph 12 are completed in a timely manner.
20. Meeting at least quarterly, and more frequently if the Chair deems necessary, to carry out the necessary functions of the Board.

- k. The Board of Directors shall elect a Chair and Vice Chair annually and appoint a Secretary for the Commission. (The secretary need not be part of the Commission Board of Directors and may be the same as the Secretary of the TOAC.)

7. TECHNICAL OVERSIGHT ADVISORY COMMITTEE:

- a. The Technical Oversight Advisory Committee (TOAC) is a division of the Commission separate from the Board of Directors. The TOAC has an advisory function only. Its powers shall consist of advice as outlined in this section, and final authority to approve all policies, decisions, and disciplinary matters shall rest with the Commission's Board of Directors.
- b. The TOAC shall consist of the Chief of Police of the City of Marshalltown; the Fire Chief of the City of Marshalltown; the Chief of Police of the City of Melbourne; the Chief of Police of the City of State Center; the Chief Deputy of the Marshall County Sheriff's Office, a representative from Unity Point- Marshalltown, a representative from the Marshall County Fire Association, and the Chairperson or other representative of the Marshall County EMS Association.
- c. Passage of any measures will require a quorum of the TOAC.
- d. Each member of the TOAC shall have one vote with a simple majority of those present being needed to pass any motion.
- e. Members of the TOAC may appoint a proxy representative to attend and vote in their place. The proxy may be an elected official, an executive level employee of the Department of which the member is the Chief or Sheriff, but not a member of the Board of Directors.
- f. The TOAC shall have the following duties:
 - 1. Advising the Commission's Board of Directors of as to the policy priorities of the Communications Center;
 - 2. Advising the Communications Manager on the selection, supervision, discipline and termination of personnel, upon request of the Communications Manager, or as the situation so requires;
 - 3. Making disciplinary recommendations to the Board of Directors regarding the Communications Manager;
 - 4. Preparing an annual performance review of the Communications Manager;
 - 5. Advising the Communications Manager on policy governing the operation of all equipment in the Communications Center, including the computers, circuits and telecommunications terminals used to dispatch emergency personnel, and to process store or transmit criminal history information;
 - 6. Reviewing and advising the Communications Manager on written personnel policies;
 - 7. Oversight, when necessary due to absence of qualified Communications Center personnel (i.e. the Communications Manager or designee), and with the

assistance of TOAC, of all other matters necessary for operation of the Communications Center; and

8. Meeting at least quarterly, and more frequently if the Chair deems necessary, to carry out the necessary functions of the TOAC.
 - g. The TOAC shall select a Chair and Vice Chair for the Oversight Board annually and appoint a secretary for the TOAC. (The secretary need not be part of the TOAC, and may be the same as the Secretary of the Board of Directors.)
 - h. The Commission shall defend the TOAC and shall save harmless and indemnify the TOAC against any claim arising out of an alleged act or omission occurring within the scope of their duties.
8. COMMUNICATIONS CENTER: The Communications Center shall be operated at the Marshalltown Police and Fire Facility, to be located at 909 South Second Street, Marshalltown.
9. COMMUNICATIONS MANAGER:
- a. The Commission's Board of Directors shall hire the Communications Manager, with advice from the TOAC.
 - b. The Communications Manager shall manage all operations of Communications Center on a day-to-day basis;
 - c. The Communications Manager shall manage the staff of the Communications Center, and shall have authority over all personnel matters, including but not limited to: assisting with discussions with the bargaining unit, promulgation of work rules, training, promotions, hiring, discipline and discharge.
 - d. The handling of all disciplinary actions by the Communications Manager shall follow any applicable requirements of any applicable collective bargaining agreement.
 - e. The Communications Manager shall develop: 1) standard operating procedures for the communications center, in coordination with the TOAC and 2) a personnel manual for the Communications Center. Those documents will be promulgated in writing to the TOAC for review and advice, and following that, shall be submitted for review and approval by the Board of Directors. Recognized accreditation standards for law enforcement and emergency services should, wherever practicable, be used as guides in developing the standard operating procedures.
 - f. Prepare annual budget recommendations for the Board of Directors and submit the same in a timely fashion;
 - g. Conduct all actions contained within a job description promulgated by the TOAC and approved by the Board of Directors, and take such other actions as may be directed by the Board of Directors from time to time.
 - h. The Commission shall defend the Manager and shall save harmless and indemnify the Manager against any claim arising out of an alleged act or omission occurring within the scope of his/her duties.

10. STAFF:

- a. Communications Manager may employ such employees as deemed necessary to carry out the purpose of this Agreement, provided all such hires must conform to the budgetary constraints set by the Board of Directors.
- b. Communications Manager and all Communications Center employees shall comply with the political activity prohibitions set forth in Section 29C.16 of the Iowa Code (most recent version).
- c. The Communications Manager, with the advice of the TOAC, and the ultimate approval of the Board of Directors, shall determine the personnel policies of the Commission to include holidays, rate of pay, sick leave, vacation, and health benefits.
- d. The Communications Manager, with the advice of the TOAC, and the ultimate approve of the Board of Directors, may adopt, and promulgate as its own, the existing personnel policies of any party to this Agreement in lieu of writing its own policies.

11. FINANCING:

- a. The Commission shall be financed through a county-wide supplemental levy (hereinafter "the Emergency 911 Commission Levy") as authorized by sections 29C.9(6) and 331.424(9) of the Iowa Code (most recent version), as amended.
- b. If the General Assembly amends the Iowa Code such that the Commission cannot be financed, in whole or in part, by the supplemental levy, the parties shall examine alternative financing options and amend this Agreement to provide for a new manner of financing the Commission.
- c. The Commission is mindful of the use of tax dollars for funding county-wide emergency communications and pledges to use the tax levy responsibly in the provision of funding primarily for operations and maintenance and for equipment projects as may be necessary but not to include buildings.

12. PAYROLL AND BENEFITS SUPPORT: Administrative services for payroll and benefits for the Marshall County Communications Commission shall be handled by City of Marshalltown. Reimbursements from the Marshall County Communications Commission to the City of Marshalltown shall occur monthly.

13. BUDGET:

- a. The Commission's Board of Directors shall develop and adopt a proposed budget of all expenses for its ensuing fiscal year (July 1 through June 30) in accordance with the provisions of Chapter 24 and section 29C.17 of the Iowa Code (most recent version).
- b. The Commission's Board of Directors shall submit the proposed budget to the Marshall County Emergency Management Commission no later than January 1 of each calendar

year with the budget meeting to be held in October or November each year in conjunction with the Marshall County Emergency Management Commission.

- c. The budgeted funds shall be transferred from the Marshall County Emergency Management Commission to the Communications Commission semi annually.
- d. The Commission shall be the fiscal authority for the funding from the special levy (Emergency 911 Commission Levy), and the Marshall County Auditor shall be the certifying official for the special levy.
- e. Fiscal agent for the Commission shall be Marshall County.

14. INVESTMENT OF FUNDS: The Commission shall, when investing funds, comply with the provisions of sections 12B.10 through 12B.10C of the Iowa Code (most recent version) and other applicable law.

15. EMERGENCY MANAGEMENT LEVY:

- a. The Marshall County Emergency Management Commission shall submit to the Auditor of Marshall County and the State of Iowa a budget that includes the budget adopted by the Communications Commission.
- b. Marshall County Emergency Management Commission agrees to certify the Emergency Management Levy necessary to fund the operations of the Communications Commission as determined by the budget adopted by the Communications Commission.
- c. The Marshall County Emergency Management Commission shall transfer to the Communications Commission that portion of the Emergency 911 Commission Levy budgeted for Emergency Communications Services.
- d. The Marshall County Emergency Management Commission acknowledges that it retains no independent authority over the Emergency 911 Commission Levy funds delegated herein.

16. MEETINGS/RECORDS:

- a. Communications Commission business shall be conducted in compliance with Chapters 21, 22, and 28E of the Iowa Code (most recent version), as amended.
- b. The Commission shall meet at a minimum once a year in October or November, and at such times as the Chair or Vice Chair shall call such meetings.

17. AMENDMENT: Terms of this Agreement may be amended only by a written agreement executed by a majority of the voting Directors.

18. WITHDRAWAL OF PARTIES:

- a. Withdrawal of a party shall terminate this Agreement.
- b. A party may withdraw after two (2) of the four (4) parties hold public hearings before their respective governing bodies with notice published as required by section 362.3 of the

Iowa Code (most recent version) and vote to approve the withdrawal at two meetings held at least thirty days apart.

19. TERMINATION/DISSOLUTION:

- a. This Agreement shall be terminated, and the Communications Commission dissolved, if sixty (60) percent of the parties hold public hearings before their respective governing bodies with notice published as required by section 362.3 of the Iowa Code (most recent version), and vote to terminate at two meetings held at least thirty days apart.
- b. The effective date of the termination shall be 180 days following the second vote of the final party comprising sixty (60) percent of the parties to approve termination.
- c. Termination shall not relieve parties of any financial obligation incurred before the effective termination date under the terms of this Agreement.
- d. The Commission shall not be dissolved when there remains any indebtedness incurred by the Commission.

20. DISTRIBUTION OF PROPERTY: Upon termination of this Agreement and dissolution of the Commission, the parties agree to negotiate in good faith how the assets of the Communications Commission shall be distributed.

21. NOTICES: Notice is effective by ordinary mail addressed to:

- City Clerk, City of Albion PO Box 219, Albion, Iowa 50005
- City Clerk, City of Clemons PO Box 100, Clemons, Iowa 50051
- City Clerk, City of Ferguson PO Box 78, Ferguson, Iowa 50078
- City Clerk, City of Gilman 128 N Main Street, Gilman, Iowa 50106
- City Clerk, City of Haverhill 2804 Oaks Avenue, Haverhill, Iowa 50120
- City Clerk, City of Laurel PO Box 126 Laurel, Iowa 50141
- City Clerk, City of Le Grand PO Box 430, Le Grand, Iowa 50142
- City Clerk, City of Liscomb PO Box 60 Liscomb, Iowa 50148
- City Clerk, City of Marshalltown 24 N. Center Street Marshalltown, Iowa 50158
- City Clerk, City of Melbourne PO Box 37 Melbourne, Iowa 50162
- City Clerk, City of Rhodes PO Box 93, Rhodes, Iowa 50234
- City Clerk, City of St. Anthony PO Box 2121, St. Anthony, Iowa 50239
- City Clerk, City of State Center P.O. Box 668 State Center, Iowa 50247
- Marion Township Trustee, Wayne Hartwig, 1976 Vine Ave Marshalltown, Iowa 50158
- Administrative Assistant, Marshall County Board of Supervisors, 1 E. Main Street, Marshalltown, Iowa 50158
- Marshall County Sheriff, 2369 Jessup Avenue Floor 3 Marshalltown, Iowa 50158
- Emergency Management Coordinator, Marshall County Emergency Management Commission, 2369 Jessup Avenue Floor 3 Marshalltown, Iowa 50158

22. **EXISTING FACILITIES:** In carrying out the provisions of this Agreement and Chapter 29C of the Iowa Code (most recent version), as amended, the parties further agree to utilize, to the maximum extent practicable, the services, equipment, supplies and facilities of existing departments, officers, and agencies of the state and of political subdivision at the respective levels of responsibility.
23. **INTERPRETATION AND ENFORCEMENT:** Interpretation and enforcement of the Agreement shall be in accordance with Chapter 28E of the Code of Iowa (most recent version), as amended, and statutes respecting the rights and responsibilities of political subdivisions.
24. **REPORTS TO SECRETARY OF STATE:** The Commission shall submit the initial report and biennial reports to the Secretary of State in accordance with section 28E.8 of the Iowa Code (most recent version), as amended.
25. **SEVERABILITY:** If a provision shall be finally declared void or illegal by any court or administrative agency having jurisdiction over the Commissioners and TOAC to this Agreement, the entire Agreement shall not be void, but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the Commissioners and TOAC.
26. **ENTIRE AGREEMENT:** This Agreement sets forth all of the covenants, promises, agreements, and conditions among the Commissioners and TOAC concerning joint emergency response communications services, and there are no other covenants, promises, agreements or conditions, either oral or written, among them.

CITY OF MARSHALLTOWN

Dated this _____ day of _____, 20__.

By: _____

Mayor

Attest: _____

City Clerk

CITY OF MARSHALLTOWN ACKNOWLEDGMENT

STATE OF IOWA)
) ss:
MARSHALL COUNTY)

On this _____ day of _____, 20__, before me, the undersigned, a notary public in and for the State of Iowa, personally appeared and, to me personally known, who being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of said municipal corporation executing the within and foregoing instrument; that the seal affixed thereto is the seal of said municipal corporation; that said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council; and that the said Mayor and City Clerk as such officers acknowledged that the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Notary Public in and for the State of Iowa

MARSHALL COUNTY E-911 JOINT SERVICE BOARD

Dated this _____ day of _____, 20__.

By: _____

Chairperson
Marshall County E-911 Joint Service Board

MARSHALL COUNTY E-911 JOINT SERVICE BOARD ACKNOWLEDGMENT

STATE OF IOWA)
) ss:
MARSHALL COUNTY)

This instrument was acknowledged before me on _____, 20__
by _____ as Chairperson of the Marshall
County E-911 Joint Service Board.

Notary Public in and for the State of Iowa

My commission expires: _____

MARSHALL COUNTY

Dated this _____ day of _____, 20__.

By: _____

Chairperson
Marshall County Board of Supervisors

Attest: _____ Approved: _____
County Auditor/Designee Marshall County Attorney

MARSHALL COUNTY ACKNOWLEDGMENT

STATE OF IOWA)
) ss:
MARSHALL COUNTY)

On this _____ day of _____, 20__, before me, _____
_____, a Notary Public in and for the State of Iowa, personally appeared
_____, Board Chairperson and _____, Auditor/Designee, to me
personally known, and, who, being by me duly sworn, did say that they are the Board Chairperson and
Auditor/Designee, respectively, of Marshall , Iowa; that the seal affixed to the foregoing instrument is the
corporate seal of Marshall County, and that the instrument was signed and sealed on behalf of Marshall
County, by authority of its Board of Supervisors, and that and _____
acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act
and deed Marshall County, by it voluntarily executed.

Notary Public in and for the State of Iowa

My commission expires: _____

MARSHALL COUNTY EMERGENCY MANAGEMENT COMMISSION

Dated this _____ day of _____, 20__.

By: _____
Chairperson

MARSHALL COUNTY EMERGENCY MANAGEMENT COMMISSION ACKNOWLEDGMENT

STATE OF IOWA)
) ss:
MARSHALL COUNTY)

This instrument was acknowledged before me on _____, 20__
by _____ as Chairperson of the Marshall
County Emergency Management Commission.

Notary Public in and for the State of Iowa

My commission expires: _____

Part II	EXPENDITURES AND OTHER FINANCING USES FOR FISCAL YEAR ENDED JUNE 30, 2017 -- Continued						CITY OF Marshalltown		☐ GAAP	☒ NON-GAAP = CASH BASIS		
Line No.	Item description	General	Special revenue	TIF special revenue	Debt service	Capital projects	Permanent	Total governmental (Sum of cols. (a) through (f)) (g)	Proprietary	Code	GRAND TOTAL (Sum of cols. (g) and (h)) (i)	Line No.
		(a)	(b)	(c)	(d)	(e)	(f)	(g)	(h)		(i)	
237	Section I — BUSINESS TYPE ACTIVITIES — Cont.											237
238	Other business type — Current operation								44,470	E89	44,470	238
239	Purchase of land and equipment									G89	0	239
240	Construction									F89	0	240
241												241
242	Enterprise Debt Service								3,357,511		3,357,511	242
243	Enterprise Capital Projects								11,665,051		11,665,051	243
244	Enterprise TIF Capital Projects										0	244
245	Internal service funds — Specify											245
246											0	246
247											0	247
248											0	248
249											0	249
250											0	250
251	TOTAL BUSINESS TYPE ACTIVITIES								22,331,530		22,331,530	251
252												252
253	TOTAL EXPENDITURES (Sum of lines 194 and 251)	15,200,805	5,389,324	0	3,124,527	6,608,920	0	30,323,576	22,331,530		52,655,106	253
254	Section J — OTHER FINANCING USES INCLUDING TRANSFERS OUT									NE		254
255	Regular transfers out	175,517	7,072,054			1,854,939		9,102,510	1,519,194		10,621,704	255
256	Internal TIF loans/repayments and transfers out			252,461		497,065		749,526			749,526	256
257								0			0	257
258	TOTAL OTHER FINANCING USES	175,517	7,072,054	252,461	0	2,352,004	0	9,852,036	1,519,194		11,371,230	258
259	TOTAL EXPENDITURES AND OTHER FINANCING USES (Sum of lines 253 and 258)	15,376,322	12,461,378	252,461	3,124,527	8,960,924	0	40,175,612	23,850,724		64,026,336	259
260												260
261	Ending fund balance June 30, 2017:											261
262	Governmental:											262
263	Nonspendable							0			0	263
264	Restricted	723,973	14,121,098	947,428	207,473	4,900,007		20,899,979			20,899,979	264
265	Committed	250,000						250,000			250,000	265
266	Assigned							0			0	266
267	Unassigned	2,764,190						2,764,190			2,764,190	267
268	Total Governmental	3,738,163	14,121,098	947,428	207,473	4,900,007	0	23,914,169			23,914,169	268
269	Proprietary								17,218,346		17,218,346	269
270	Total ending fund balance June 30, 2017	3,738,163	14,121,098	947,428	207,473	4,900,007	0	23,914,169	17,218,346		41,132,515	270
271	TOTAL REQUIREMENTS (Sum of lines 259 and 270)	19,114,485	26,582,476	1,199,889	3,332,000	13,860,931	0	64,089,781	41,069,070		105,158,851	271
272												272



James L. Lowrance, Mayor
Jessica Kinser, Administrator
Diana Steiner, Finance Director
24 North Center Street
Marshalltown, IA 50158-4911
Tel - (641) 754-5760
Fax - (641) 754-5781

FINANCE DEPARTMENT

November 8, 2017

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

From: Finance Department

Re: August Monthly Financial Statements

Policy Issue: N/A

Recommendation: Staff recommends approving the Aug. 2017 monthly financial statements.

Background: The Finance department has prepared and reconciled the Aug. 2017 financial statements for your review. The attached reports include the following:

- Fund Balance Report, which includes the beginning balance at 6/30/17, the year-to-date revenues and expenses for 2 months and the ending fund cash balance..
- Investment Report, which includes current balances and interest rates for all city investments.
- Revenue budget report, which groups revenues by category and includes a fund summary with the current period and fiscal year-to-date totals.
- Expense budget report, which groups expenses by function (department) and includes a fund summary with period and fiscal year-to-date totals
- Monthly Budget Report, which reflects monthly and year-to-date revenues and expenses by each fund and then in summary.

Attachment: August 2017 Financial Statements

cc: Jessica Kinser, City Administrator

City Council
Leon Lamer, Mike Gowdy, Joel Greer, Al Hoop
Dan Kester, Bill Martin, Bethany Wirin



Fund Balance Report

As Of 08/31/2017



City of Marshalltown, IA

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	1,010,518.57	992,346.93	2,383,345.04	-380,479.54
010 - CASH FLOW RESERVE FUND	2,067,220.00	4,034.45	0.00	2,071,254.45
030 - CAPITAL RESERVE	222,656.03	141.38	199,494.31	23,303.10
031 - CAPITAL RSRV-BLDG MAINT	433,540.11	974.02	3,290.50	431,223.63
050 - COLISEUM ACTIVITY FUND	3,996.94	2,010.62	11,293.37	-5,285.81
110 - ROAD USE TAX	4,812,368.51	725,899.80	122,088.58	5,416,179.73
112 - EMPLOYEE BENEFITS FUND	2,261,648.85	2,769.13	0.00	2,264,417.98
117 - POLICE/FIRE RETIREMENT	599,680.42	13,034.11	0.00	612,714.53
119 - EMERGENCY FUND	0.00	2,208.94	0.00	2,208.94
121 - LOCAL OPTION SALES TAX	5,263,028.64	519,040.77	284,249.24	5,497,820.17
125 - TAX INCREMENT FINANCING	936,710.02	8,605.93	51,900.00	893,415.95
130 - CITY TORT LIABILITY	97,286.38	13,969.46	2,767.90	108,487.94
131 - SPECIAL ASSESSMENTS SURPLUS	0.00	0.00	0.00	0.00
132 - GRANTS-STATE/LOCAL AGENCIES	3,591.05	25,064.58	0.00	28,655.63
133 - UNDESIGNATED FEDERAL GRANTS	0.00	0.00	598.00	-598.00
140 - PARK & REC DONATION FUND	98,892.74	46,771.99	28,490.28	117,174.45
141 - MTOWN TENNIS ASSOC	1,664.12	3.76	0.00	1,667.88
142 - SOFTBALL ASSOCIATION FUND	11,335.24	10.56	8,137.36	3,208.44
143 - NICHOLSON FORD REAP GRANT	0.00	0.00	0.00	0.00
144 - LIVE HEALTHY IOWA	5,307.70	11.12	381.48	4,937.34
150 - COPS FAST GRANTS	-5,385.09	8,881.21	13,649.35	-10,153.23
151 - DEPT OF JUSTICE GRANTS	-1,434.78	10,312.50	11,011.70	-2,133.98
152 - POLICE UNDESIGNATED GRANTS	-7,518.79	13,053.13	19,383.15	-13,848.81
153 - POLICE DEPT DONATION FUND	104,225.71	715.63	4,813.41	100,127.93
156 - FIRE DEPT DONATION FUND	3,198.21	7.22	0.00	3,205.43
157 - FIRE DEPT GRANTS	4,548.87	10.28	0.00	4,559.15
160 - ECONOMIC DEVELOPMENT GIFT	49,354.02	111.46	0.00	49,465.48
161 - SURETY DEPOSITS/SUBDIVIDER	10,296.52	23.25	0.00	10,319.77
170 - LIBRARY DONATION FUND	91,026.00	2,104.34	3,919.74	89,210.60
177 - SEIZED ASSETS (POLICE)	32,209.73	-189.62	0.00	32,020.11
180 - HOUSING GRANTS	35,462.31	80.09	0.00	35,542.40
181 - (D)HUD LEAD GRANT	12.37	0.00	0.00	12.37
182 - #4 HUD LEAD GRANT	9,267.11	40.00	0.00	9,307.11
183 - FY 08 EDI (ECON DEV INCENTIVE)	-12,029.25	317.36	320.00	-12,031.89
184 - VOUCHERS - 002, 003	189,187.01	191,982.30	220,765.84	160,403.47
185 - CDBG HOUSING GRANTS	0.00	0.00	0.00	0.00
186 - CBDG GRANTS-NSP	-19,675.33	67,596.76	2,430.46	45,490.97
187 - HUD LEAD MATCH	40,262.42	0.00	0.00	40,262.42
188 - #5 HUD LEAD GRANT	-78,378.15	225,442.18	211,592.09	-64,528.06
190 - 911 SURCHARGE	530,417.81	80,888.13	52,226.72	559,079.22
200 - GO BONDS DEBT FUND	207,473.39	30,953.35	0.00	238,426.74
300 - CIP COLLECTION FUND	55,635.66	6,368.31	0.00	62,003.97
310 - FEDERAL STREET GRANTS	-877,399.09	0.00	1,316.60	-878,715.69
311 - RISE STREET GRANTS	-98,178.29	0.00	0.00	-98,178.29
312 - AIRPORT PROJECT FUND	-78,886.16	44,781.00	354.56	-34,459.72
320 - SPECIAL ASSESSMENT PROJECTS	-47,080.95	0.00	0.00	-47,080.95
340 - BIKE PATH PROJECT FUND	92,501.58	2,801.86	552,647.05	-457,343.61
341 - TREES FOREVER PROJECT	1,196.00	2,065.92	0.00	3,261.92
350 - GO BONDS CAPITAL PROJECTS	8,388.19	18.94	0.00	8,407.13
351 - 2012 BOND CAPITAL PROJ FUND	0.00	0.00	0.00	0.00
352 - 2013 BOND PROCEEDS CAP PRJ	0.00	0.00	0.00	0.00
353 - 2014 GO BONDS	-13.73	0.00	71,996.09	-72,009.82
354 - POLICE & FIRE STATIONS	3,492,999.93	449.95	337,431.01	3,156,018.87
355 - 2015 GO BONDS	169,029.14	380.24	669.03	168,740.35

Fund Balance Report**As Of 08/31/2017**

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
356 - 2016 BONDS - STREET PROJECTS	1,847,200.44	1,193.48	1,566,129.13	282,264.79
357 - 2018 CY STREET PROJECTS	0.00	0.00	0.00	0.00
381 - CAPITAL STREET PROJECTS	0.00	0.00	0.00	0.00
382 - PUBLIC WORKS FACILITY	1,265.98	2.85	0.00	1,268.83
383 - CARNAGIE/CITY HALL REVITALIZTN	0.00	0.00	0.00	0.00
391 - TIF DISTRICT II CAP PROJECTS	14,561.90	0.00	0.00	14,561.90
392 - TIF DISTRICT III CAP PROJECTS	7,851.75	17.74	0.00	7,869.49
393 - TIF DISTRICT IV CAP PROJECTS	-2,477.30	0.00	0.00	-2,477.30
610 - WATER POLLUTION CONTROL	2,002.91	573,753.18	576,422.45	-666.36
611 - WPCP REVENUE	8,884,315.83	1,269,073.57	573,753.18	9,579,636.22
612 - WPCP REVENUE BOND FUND	311,843.76	664.82	69,955.00	242,553.58
613 - SEWER I/I PROJECT	0.00	0.00	0.00	0.00
614 - WPCP CAPITAL IMPROVEMENT RSRV	1,006,916.01	2,274.11	0.00	1,009,190.12
615 - WPCP PLANT & IMPROVEMENTS	0.00	0.00	0.00	0.00
616 - SANITARY SEWER REHAB PROJECT	0.10	0.00	217,982.19	-217,982.09
617 - SANITARY SEWER NEW CONSTRUCTN	68,659.26	7,300.00	0.00	75,959.26
690 - TRANSIT OPERATING	117,704.41	72,750.71	95,934.23	94,520.89
691 - PARA TRANSIT	0.00	0.00	0.00	0.00
740 - STORM SEWER UTILITY	1,177,576.25	248,538.32	81,228.96	1,344,885.61
741 - 2016 GO STORM WATER PROJ	1,800,530.26	1,501.71	17,640.00	1,784,391.97
750 - COMPOSTING FACILITY	179,366.73	14,858.69	10,608.79	183,616.63
760 - P&R CONCESSIONS ENTERPRISE	10,326.18	19,107.10	21,429.22	8,004.06
881 - OCCUPATIONAL INSURANCE ESCROW	-849.93	20,385.38	6,901.77	12,633.68
884 - GROUP HEALTH INSURANCE ESCROW	2,655,233.60	431,325.37	389,394.95	2,697,164.02
885 - FLEXIBLE BENEFITS FUND	0.00	0.00	0.00	0.00
886 - WORKMAN'S COMP DEDUCTIBLE FUND	37,319.60	84.29	0.00	37,403.89
899 - INVENTORY FUND	0.00	0.00	0.00	0.00
910 - POLICE PENSION - T & A	0.00	0.00	2,355.93	-2,355.93
950 - SUBDIVIDER IMPROVEMENT ESCROW	0.00	0.00	0.00	0.00
951 - SALES TAX REIMBURSEMENT	0.00	0.00	0.00	0.00
952 - SURETY BONDS/DEPOSITS	0.00	0.00	0.00	0.00
953 - IA STATE SLEUTH USR GRP	0.00	0.00	0.00	0.00
954 - FRIENDS OF THE LIBRARY	0.00	0.00	0.00	0.00
955 - WATER WORKS ASSESSMENTS	0.00	0.00	0.00	0.00
991 - GOVERNMENTAL ASSETS	0.00	0.00	0.00	0.00
Report Total:	39,849,505.43	5,708,924.66	8,230,298.66	37,328,131.43



City of Marshalltown, IA

Investment Report

For Period Ending 08/31/2017

Account	Name	Ending Balance	Rates
BalObject: 0213 - CENTRAL STATE BNK MONEY MARKET			
999.0213.000	CENTRAL STATE BNK MONEY MARKET	2,529,977.85	1.0
Total BalObject: 0213 - CENTRAL STATE BNK MONEY MARKET:		2,529,977.85	
BalObject: 0216 - GREAT WESTERN BANK MM			
612.0216.000	GREAT WESTERN BANK MM	355,678.96	1.14
741.0216.000	GREAT WESTERN BANK MM	803,415.90	1.14
999.0216.000	GREAT WESTERN BANK MM	2,336,688.55	1.14
Total BalObject: 0216 - GREAT WESTERN BANK MM:		3,495,783.41	
BalObject: 0242 - GREAT WESTRN CD (91-365 DYS)			
741.0242.000	GREAT WESTRN CD (91-364 DAYS)	1,000,000.00	0.85
999.0242.000	GREAT WESTRN CD (91-364 DAYS)	1,500,000.00	.96-1.12
Total BalObject: 0242 - GREAT WESTRN CD (91-365 DYS):		2,500,000.00	
BalObject: 0243 - GNB CD (91-364 DYS)			
884.0243.000	GNB CD (91-364 DAYS)	500,000.00	1.18
Total BalObject: 0243 - GNB CD (91-364 DYS):		500,000.00	
BalObject: 0247 - FRMRS SVGS BK CD (91-365)			
010.0247.000	FRMRS SVGS BK CD (91-364 DAYS)	500,000.00	1.25
354.0247.000	FRMRS SVGS BK CD (91-364 DAYS)	301,123.60	0.91
999.0247.000	FRMRS SVGS BK CD (91-364 DAYS)	2,507,392.19	1.11-1.18
Total BalObject: 0247 - FRMRS SVGS BK CD (91-365):		3,308,515.79	
BalObject: 0248 - HOME FEDERAL CD (91-365DY)			
354.0248.000	HOME FEDERAL CD (91-364 DAYS)	800,000.00	.71-.78
Total BalObject: 0248 - HOME FEDERAL CD (91-365DY):		800,000.00	
BalObject: 0250 - CENTRAL STATE BANK (91-365) CD			
999.0250.000	CENTRAL STATE BANK (91-364 DAYS)	2,512,769.18	.9-1.20
Total BalObject: 0250 - CENTRAL STATE BANK (91-365) CD:		2,512,769.18	
BalObject: 0252 - GNB 365 INV			
121.0252.000	GNB CD (365 DAYS)	1,000,000.00	0.75
354.0252.000	GNB CD (365 DAYS)	1,000,000.00	0.92
611.0252.000	GNB CD (365 DAYS)	1,000,000.00	0.75
884.0252.000	GNB CD (365 DAYS)	500,000.00	1.31
999.0252.000	GNB CD (365 DAYS)	1,000,000.00	1.31-1.44
Total BalObject: 0252 - GNB 365 INV:		4,500,000.00	
BalObject: 0255 - HOME FEDERAL (365)			
121.0255.000	HOME FEDERAL CD (365 DAYS)	1,000,000.00	0.75
354.0255.000	HOME FEDERAL CD (365 DAYS)	1,300,000.00	0.85
Total BalObject: 0255 - HOME FEDERAL (365):		2,300,000.00	
BalObject: 0262 - GREAT WESTERN BANK (> 1 YR CD)			
010.0262.000	GREAT WESTRN CD (365 DAYS)	500,000.00	1.48
999.0262.000	GREAT WESTRN CD (365 DAYS)	1,500,000.00	1.15-1.41
Total BalObject: 0262 - GREAT WESTERN BANK (> 1 YR CD):		2,000,000.00	
BalObject: 0266 - CENTRAL STATE BANK CD (> 1 YR)			
884.0266.000	CENTRAL STATE BANK (365 DAYS)	1,004,710.96	0.95
999.0266.000	CENTRAL STATE BANK (365 DAYS)	3,510,413.70	1.3-1.50
Total BalObject: 0266 - CENTRAL STATE BANK CD (> 1 YR):		4,515,124.66	
BalObject: 0267 - FARMERS CD (> 1 YR)			
999.0267.000	FRMRS SVGS BK CD (365 DAYS)	1,503,852.12	1.17-1.44
Total BalObject: 0267 - FARMERS CD (> 1 YR):		1,503,852.12	
611.0269.000	UB&T CD (365 DAYS)	1,007,012.25	0.7
Total BalObject: 0269 - UB&T CD (> 1 YR):		1,007,012.25	
Grand Totals:		31,473,035.26	



City of Marshalltown, IA

Budget Report

Revenue by Category and Fund

For Fiscal: 2017-2018 Period Ending: 08/31/2017

Category	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
40 - TAXES	17,090,734	-	875,668	(16,215,066)	0.95
42 - LICENSES AND PERMITS	258,775	15,553	63,092	(195,683)	0.76
43 - INTERGOVERNMENTAL REVENUE	8,904,937	796,178	1,487,754	(7,417,183)	0.83
44 - CHARGES FOR SERVICE	9,767,109	797,692	1,815,645	(7,951,464)	0.81
46 - USE OF MONEY & PROPERTY	230,810	51,572	82,484	(148,326)	0.64
47 - SPECIAL ASSESSMENTS	32,206	-	-	(32,206)	1.00
48 - MISCELLANEOUS REVENUE	225,565	67,145	100,780	(124,785)	0.55
49 - OTHER FINANCING SOURCE	15,380,000	24,582	64,910	(15,315,090)	1.00
65 - TRANSFERS	10,319,298	544,590	766,797	(9,552,501)	0.93
Report Total:	62,209,434	2,758,419	5,257,130	(56,952,304)	0.92

Budget Report

For Fiscal: 2017-2018 Period Ending: 08/31/2017

Fund Summary

Fund	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001 - GENERAL FUND	15,320,796	466,761	992,346	(14,328,449)	0.94
010 - CASH FLOW RESERVE FUND	5,000	2,557	4,034	(966)	0.19
030 - CAPITAL RESERVE	614,989	36	141	(614,848)	1.00
031 - CAPITAL RSRV-BLDG MAINT	750	671	974	224	0.30
050 - COLISEUM ACTIVITY FUND	21,926	536	2,011	(19,915)	0.91
110 - ROAD USE TAX	3,300,000	368,929	725,900	(2,574,100)	0.78
112 - EMPLOYEE BENEFITS FUND	2,604,066	-	2,769	(2,601,297)	1.00
117 - POLICE/FIRE RETIREMENT	1,161,150	954	13,034	(1,148,116)	0.99
119 - EMERGENCY FUND	228,779	-	2,209	(226,570)	0.99
121 - LOCAL OPTION SALES TAX	4,102,690	272,757	519,041	(3,583,649)	0.87
125 - TAX INCREMENT FINANCING	186,519	1,390	8,606	(177,913)	0.95
130 - CITY TORT LIABILITY	200	907	13,969	13,769	68.85
132 - GRANTS-STATE/LOCAL AGENCIES	-	45	25,065	25,065	-
140 - PARK & REC DONATION FUND	13,000	2,449	46,772	33,772	2.60
141 - MTOWN TENNIS ASSOC	-	3	4	4	-
142 - SOFTBALL ASSOCIATION FUND	-	5	11	11	-
144 - LIVE HEALTHY IOWA	6,400	8	11	(6,389)	1.00
150 - COPS FAST GRANTS	49,000	2,924	8,881	(40,119)	0.82
151 - DEPT OF JUSTICE GRANTS	23,000	-	10,313	(12,688)	0.55
152 - POLICE UNDESIGNATED GRANTS	86,762	4,134	13,053	(73,709)	0.85
153 - POLICE DEPT DONATION FUND	2,400	546	716	(1,684)	0.70
156 - FIRE DEPT DONATION FUND	-	5	7	7	-
157 - FIRE DEPT GRANTS	-	7	10	10	-
160 - ECONOMIC DEVELOPMENT GIFT	-	77	111	111	-
161 - SURETY DEPOSITS/SUBDIVIDER	-	16	23	23	-
170 - LIBRARY DONATION FUND	20,000	768	2,104	(17,896)	0.89
177 - SEIZED ASSETS (POLICE)	3,400	(245)	(189)	(3,590)	1.06
180 - HOUSING GRANTS	5,000	55	80	(4,920)	0.98
182 - #4 HUD LEAD GRANT	112,837	-	40	(112,797)	1.00

183 - FY 08 EDI (ECON DEV INCENTIVE)	-	-	317	317	-
184 - VOUCHERS - 002, 003	1,394,630	106,224	191,982	(1,202,648)	0.86
186 - CBDG GRANTS-NSP	-	27,255	67,597	67,597	-
188 - #5 HUD LEAD GRANT	1,520,200	220,694	225,442	(1,294,758)	0.85
190 - 911 SURCHARGE	300,000	80,548	80,888	(219,112)	0.73
200 - GO BONDS DEBT FUND	4,314,429	371	30,953	(4,283,476)	0.99
300 - CIP COLLECTION FUND	573,695	584	6,368	(567,327)	0.99
310 - FEDERAL STREET GRANTS	85,800	-	-	(85,800)	1.00
312 - AIRPORT PROJECT FUND	313,200	43,923	44,781	(268,419)	0.86
320 - SPECIAL ASSESSMENT PROJECTS	25,000	-	-	(25,000)	1.00
340 - BIKE PATH PROJECT FUND	378,333	2,800	2,802	(375,531)	0.99
341 - TREES FOREVER PROJECT	3,000	2,065	2,066	(934)	0.31
350 - GO BONDS CAPITAL PROJECTS	7,206	13	19	(7,187)	1.00
354 - POLICE & FIRE STATIONS	12,701,000	225	450	(12,700,550)	1.00
355 - 2015 GO BONDS	-	263	380	380	-
356 - 2016 BONDS - STREET PROJECTS	10,000	439	1,193	(8,807)	0.88
382 - PUBLIC WORKS FACILITY	-	2	3	3	-
392 - TIF DISTRICT III CAP PROJECTS	25	12	18	(7)	0.29
393 - TIF DISTRICT IV CAP PROJECTS	50,000	-	-	(50,000)	1.00
610 - WATER POLLUTION CONTROL	-	351,546	573,753	573,753	-
611 - WPCP REVENUE	7,316,896	590,874	1,269,074	(6,047,822)	0.83
612 - WPCP REVENUE BOND FUND	-	343	665	665	-
614 - WPCP CAPITAL IMPROVEMENT RSRV	2,700	1,571	2,274	(426)	0.16
616 - SANITARY SEWER REHAB PROJECT	2,750,000	-	-	(2,750,000)	1.00
617 - SANITARY SEWER NEW CONSTRUCTN	-	3,800	7,300	7,300	-
690 - TRANSIT OPERATING	1,009,847	37,901	72,751	(937,096)	0.93
740 - STORM SEWER UTILITY	1,478,000	147,898	248,538	(1,229,462)	0.83
741 - 2016 GO STORM WATER PROJ	-	776	1,502	1,502	-
750 - COMPOSTING FACILITY	68,509	7,566	14,859	(53,650)	0.78
760 - P&R CONCESSIONS ENTERPRISE	38,300	4,431	19,107	(19,193)	0.50
Report Total:	62,209,434	2,758,419	5,257,130	(56,952,304)	0.92



City of Marshalltown, IA

Budget Report

Expense by Function and Fund

For Fiscal: 2017-2018 Period Ending: 08/31/2017

Function	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
1010 - Police Operations/Crime Prevention	5,116,039	475,129	911,144	4,204,895	0.82
1013 - Police Dispatch	1,247,818	80,071	199,671	1,048,147	0.84
1030 - Emergency Mgmt	30,417	2,543	7,508	22,909	0.75
1040 - Flood Control	394	-	8,673	(8,279)	(21.01)
1050 - Fire Department	2,912,197	238,485	480,017	2,432,180	0.84
1051 - Fire Training	126,978	-	-	126,978	1.00
1070 - Building Inspections	209,395	14,205	28,316	181,079	0.86
1071 - Rental Inspections	139,023	8,386	18,454	120,569	0.87
1072 - Electrical Inspections	77,069	5,712	11,399	65,670	0.85
1075 - Code Enforcement	33,600	1,755	3,898	29,702	0.88
1090 - Animal Control	50,000	4,333	13,000	37,000	0.74
1099 - Police and Fire Building Exps	9,470,300	241,991	335,771	9,134,529	0.96
1901 - Parking	57,268	-	-	57,268	1.00
2010 - Roads, Bridges, Sidewalks	3,534,446	968,144	1,827,276	1,707,170	0.48
2011 - Sidewalks	50,000	-	-	50,000	1.00
2012 - Street Construction	981,000	9,357	12,732	968,268	0.99
2020 - Parking	-	2,963	6,801	(6,801)	-
2030 - Street Lighting	231,355	20,381	40,640	190,715	0.82
2040 - Traffic Safety	313,089	13,907	28,988	284,101	0.91
2050 - Snow Removal	250,554	-	-	250,554	1.00
2055 - Tree Removal	-	567	1,092	(1,092)	-
2060 - Highway Engineering	591,254	50,811	86,236	505,018	0.85
2070 - Street Cleaning	7,500	2,514	2,514	4,986	0.66
2080 - Airport	457,066	11,239	15,983	441,083	0.97
2090 - Garbage	114,063	521	770	113,293	0.99
3040 - Health Regulation & Inspections	1,260,951	107,512	211,592	1,049,359	0.83
3900 - Other Social Services	38,116	4,470	8,881	29,235	0.77
4010 - Library Services	1,229,402	85,076	195,400	1,034,002	0.84
4020 - Museum, Band, Theater	8,267	-	-	8,267	1.00
4030 - Parks	1,336,468	578,092	734,651	601,817	0.45
4040 - Recreation	94,397	6,501	13,988	80,409	0.85
4041 - Community Schools	187,505	33,307	67,885	119,620	0.64
4045 - Swimming Pools	205,065	51,287	118,326	86,739	0.42
4060 - Community Center	76,760	6,397	19,190	57,570	0.75
4065 - Coliseum	38,670	21,620	23,593	15,077	0.39
5010 - Community Beautification	20,817	581	1,161	19,656	0.94
5020 - Econmic Development	238,583	2,060	52,220	186,363	0.78
5030 - Housing & Urban Renewal	1,397,181	111,754	223,196	1,173,985	0.84
5040 - Planning & Zoning	76,021	3,582	7,296	68,725	0.90
5900 - Other Community and Economic Dev.	291,450	-	-	291,450	1.00
6010 - Mayor	14,080	767	1,448	12,632	0.90
6011 - Council	25,697	21,760	23,520	2,177	0.08
6012 - City Manager	123,307	10,402	20,221	103,086	0.84
6020 - Clerk	173,826	12,085	20,378	153,448	0.88
6021 - Finance	559,488	39,454	72,258	487,230	0.87
6025 - HR	105,234	7,844	16,292	88,942	0.85
6030 - Elections	8,900	-	-	8,900	1.00
6040 - Legal Services	100,000	10,729	17,788	82,212	0.82
6050 - City Hall & Gen Buildings	68,949	(4,917)	(722)	69,671	1.01
6051 - Carnegie Bldg	30,460	8,518	11,218	19,242	0.63
6070 - Data Processing,IT	141,374	1,004	8,420	132,954	0.94
6075 - Cable TV	51,630	360	360	51,270	0.99
6900 - Other Gen Gov	211,281	165	1,673	209,608	0.99
7010 - Debt Service	4,150,572	-	-	4,150,572	1.00
8015 - Sewer & Sewage Disposal	4,840,256	204,497	356,702	4,483,554	0.93
8016 - Sanitary Sewer	4,187,381	434,939	507,658	3,679,723	0.88
8050 - Transit	1,176,992	48,123	95,934	1,081,058	0.92
8065 - Storm Water	892,982	55,792	96,414	796,568	0.89
8066 - Storm Water-Eng	700,000	56,961	62,532	637,468	0.91
8067 - Storm Water-Dike	32,693	988	2,455	30,238	0.92
8070 - Compost	207,266	5,541	10,609	196,657	0.95
8080 - P&R Concessions	40,857	8,909	21,429	19,428	0.48
9000 - 9000	10,319,298	544,590	766,797	9,552,501	0.93
Report Total:	60,663,001	4,633,769	7,831,646	52,831,355	0.87

Budget Report

For Fiscal: 2017-2018 Period Ending: 08/31/2017

Fund Summary

Fund	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
001 - GENERAL FUND	15,574,133	1,172,604	2,383,345	13,190,788	0.85
030 - CAPITAL RESERVE	617,239	127,276	199,494	417,745	0.68
031 - CAPITAL RSRV-BLDG MAINT	26,750	3,291	3,291	23,460	0.88
050 - COLISEUM ACTIVITY FUND	38,670	9,320	11,293	27,377	0.71
110 - ROAD USE TAX	3,485,203	74,194	122,089	3,363,114	0.96
112 - EMPLOYEE BENEFITS FUND	2,628,540	-	-	2,628,540	1.00
117 - POLICE/FIRE RETIREMENT	1,148,362	-	-	1,148,362	1.00
119 - EMERGENCY FUND	228,779	-	-	228,779	1.00
121 - LOCAL OPTION SALES TAX	4,020,000	270,005	284,249	3,735,751	0.93
125 - TAX INCREMENT FINANCING	615,143	1,900	51,900	563,243	0.92
130 - CITY TORT LIABILITY	15,000	2,768	2,768	12,232	0.82
133 - UNDESIGNATED FEDERAL GRANTS	-	-	598	(598)	-
140 - PARK & REC DONATION FUND	19,147	24,037	28,490	(9,343)	(0.49)
142 - SOFTBALL ASSOCIATION FUND	-	4,775	8,137	(8,137)	-
144 - LIVE HEALTHY IOWA	5,858	-	381	5,477	0.93
150 - COPS FAST GRANTS	44,201	7,450	13,649	30,552	0.69
151 - DEPT OF JUSTICE GRANTS	23,000	11,012	11,012	11,988	0.52
152 - POLICE UNDESIGNATED GRANTS	77,490	9,966	19,383	58,107	0.75
153 - POLICE DEPT DONATION FUND	8,200	400	4,813	3,387	0.41
170 - LIBRARY DONATION FUND	13,700	315	3,920	9,780	0.71
177 - SEIZED ASSETS (POLICE)	3,000	-	-	3,000	1.00
180 - HOUSING GRANTS	2,070	-	-	2,070	1.00
183 - FY 08 EDI (ECON DEV INCENTIVE)	-	160	320	(320)	-
184 - VOUCHERS - 002, 003	1,389,150	109,997	220,766	1,168,384	0.84
186 - CBDG GRANTS-NSP	8,031	1,758	2,430	5,601	0.70
187 - HUD LEAD MATCH	26,788	-	-	26,788	1.00
188 - #5 HUD LEAD GRANT	1,232,093	107,512	211,592	1,020,501	0.83
190 - 911 SURCHARGE	300,000	8,143	52,227	247,773	0.83
200 - GO BONDS DEBT FUND	4,150,572	-	-	4,150,572	1.00
300 - CIP COLLECTION FUND	614,739	-	-	614,739	1.00
310 - FEDERAL STREET GRANTS	-	612	1,317	(1,317)	-
312 - AIRPORT PROJECT FUND	348,700	355	355	348,345	1.00
340 - BIKE PATH PROJECT FUND	507,787	462,806	552,647	(44,860)	(0.09)
341 - TREES FOREVER PROJECT	3,000	-	-	3,000	1.00
353 - 2014 GO BONDS	-	71,996	71,996	(71,996)	-
354 - POLICE & FIRE STATIONS	9,470,300	242,451	337,431	9,132,869	0.96
355 - 2015 GO BONDS	-	-	669	(669)	-
356 - 2016 BONDS - STREET PROJECTS	1,888,929	798,333	1,566,129	322,800	0.17
393 - TIF DISTRICT IV CAP PROJECTS	50,000	-	-	50,000	1.00
610 - WATER POLLUTION CONTROL	7,227,637	351,499	576,422	6,651,215	0.92
611 - WPCP REVENUE	-	351,546	573,753	(573,753)	-
612 - WPCP REVENUE BOND FUND	-	69,955	69,955	(69,955)	-
616 - SANITARY SEWER REHAB PROJECT	1,800,000	217,982	217,982	1,582,018	0.88
690 - TRANSIT OPERATING	1,176,992	48,123	95,934	1,081,058	0.92
740 - STORM SEWER UTILITY	925,675	39,140	81,229	844,446	0.91
741 - 2016 GO STORM WATER PROJ	700,000	17,640	17,640	682,360	0.97
750 - COMPOSTING FACILITY	207,266	5,541	10,609	196,657	0.95
760 - P&R CONCESSIONS ENTERPRISE	40,857	8,909	21,429	19,428	0.48
Report Total:	60,663,001	4,633,769	7,831,646	52,831,355	0.87



City of Marshalltown, IA

Monthly Budget Report - Marshalltown

Group Summary

For Fiscal: Current Period Ending: 08/31/2017

Account Typ...	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND					
Revenue	466,760.41	2,553,465.34	992,346.93	-1,561,118.41	15,320,796.00
Expense	1,172,604.04	2,595,684.56	2,383,345.04	212,339.52	15,574,133.00
Total Fund: 001 - GENERAL FUND:	-705,843.63	-42,219.22	-1,390,998.11	-1,348,778.89	-253,337.00
Fund: 010 - CASH FLOW RESERVE FUND					
Revenue	2,556.83	833.32	4,034.45	3,201.13	5,000.00
Total Fund: 010 - CASH FLOW RESERVE FUND:	2,556.83	833.32	4,034.45	3,201.13	5,000.00
Fund: 030 - CAPITAL RESERVE					
Revenue	36.27	102,498.16	141.38	-102,356.78	614,989.00
Expense	127,275.72	102,873.08	199,494.31	-96,621.23	617,239.00
Total Fund: 030 - CAPITAL RESERVE:	-127,239.45	-374.92	-199,352.93	-198,978.01	-2,250.00
Fund: 031 - CAPITAL RSRV-BLDG MAINT					
Revenue	671.10	125.00	974.02	849.02	750.00
Expense	3,290.50	4,458.32	3,290.50	1,167.82	26,750.00
Total Fund: 031 - CAPITAL RSRV-BLDG MAINT:	-2,619.40	-4,333.32	-2,316.48	2,016.84	-26,000.00
Fund: 050 - COLISEUM ACTIVITY FUND					
Revenue	536.49	3,654.30	2,010.62	-1,643.68	21,926.00
Expense	9,320.39	6,444.80	11,293.37	-4,848.57	38,670.00
Total Fund: 050 - COLISEUM ACTIVITY FUND:	-8,783.90	-2,790.50	-9,282.75	-6,492.25	-16,744.00
Fund: 110 - ROAD USE TAX					
Revenue	368,929.25	550,000.00	725,899.80	175,899.80	3,300,000.00
Expense	74,193.67	580,698.28	122,088.58	458,609.70	3,485,203.00
Total Fund: 110 - ROAD USE TAX:	294,735.58	-30,698.28	603,811.22	634,509.50	-185,203.00
Fund: 112 - EMPLOYEE BENEFITS FUND					
Revenue	0.00	434,011.00	2,769.13	-431,241.87	2,604,066.00
Expense	0.00	438,089.98	0.00	438,089.98	2,628,540.00
Total Fund: 112 - EMPLOYEE BENEFITS FUND:	0.00	-4,078.98	2,769.13	6,848.11	-24,474.00
Fund: 117 - POLICE/FIRE RETIREMENT					
Revenue	953.54	193,524.98	13,034.11	-180,490.87	1,161,150.00
Expense	0.00	191,393.66	0.00	191,393.66	1,148,362.00
Total Fund: 117 - POLICE/FIRE RETIREMENT:	953.54	2,131.32	13,034.11	10,902.79	12,788.00
Fund: 119 - EMERGENCY FUND					
Revenue	0.00	38,129.82	2,208.94	-35,920.88	228,779.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 08/31/2017

Account Typ...	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	0.00	38,129.82	0.00	38,129.82	228,779.00
Total Fund: 119 - EMERGENCY FUND:	0.00	0.00	2,208.94	2,208.94	0.00
Fund: 121 - LOCAL OPTION SALES TAX					
Revenue	272,756.69	683,781.64	519,040.77	-164,740.87	4,102,690.00
Expense	270,004.90	669,999.98	284,249.24	385,750.74	4,020,000.00
Total Fund: 121 - LOCAL OPTION SALES TAX:	2,751.79	13,781.66	234,791.53	221,009.87	82,690.00
Fund: 125 - TAX INCREMENT FINANCING					
Revenue	1,390.39	31,086.48	8,605.93	-22,480.55	186,519.00
Expense	1,900.00	102,523.80	51,900.00	50,623.80	615,143.00
Total Fund: 125 - TAX INCREMENT FINANCING:	-509.61	-71,437.32	-43,294.07	28,143.25	-428,624.00
Fund: 130 - CITY TORT LIABILITY					
Revenue	907.33	33.32	13,969.46	13,936.14	200.00
Expense	2,767.90	2,499.98	2,767.90	-267.92	15,000.00
Total Fund: 130 - CITY TORT LIABILITY:	-1,860.57	-2,466.66	11,201.56	13,668.22	-14,800.00
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES					
Revenue	44.60	0.00	25,064.58	25,064.58	0.00
Total Fund: 132 - GRANTS-STATE/LOCAL AGENCIES:	44.60	0.00	25,064.58	25,064.58	0.00
Fund: 133 - UNDESIGNATED FEDERAL GRANTS					
Expense	0.00	0.00	598.00	-598.00	0.00
Total Fund: 133 - UNDESIGNATED FEDERAL GRANTS:	0.00	0.00	598.00	-598.00	0.00
Fund: 140 - PARK & REC DONATION FUND					
Revenue	2,449.11	2,166.66	46,771.99	44,605.33	13,000.00
Expense	24,037.45	3,191.10	28,490.28	-25,299.18	19,147.00
Total Fund: 140 - PARK & REC DONATION FUND:	-21,588.34	-1,024.44	18,281.71	19,306.15	-6,147.00
Fund: 141 - MTOWN TENNIS ASSOC					
Revenue	2.60	0.00	3.76	3.76	0.00
Total Fund: 141 - MTOWN TENNIS ASSOC:	2.60	0.00	3.76	3.76	0.00
Fund: 142 - SOFTBALL ASSOCIATION FUND					
Revenue	4.99	0.00	10.56	10.56	0.00
Expense	4,775.31	0.00	8,137.36	-8,137.36	0.00
Total Fund: 142 - SOFTBALL ASSOCIATION FUND:	-4,770.32	0.00	-8,126.80	-8,126.80	0.00
Fund: 144 - LIVE HEALTHY IOWA					
Revenue	7.68	1,066.66	11.12	-1,055.54	6,400.00
Expense	0.00	976.24	381.48	594.76	5,858.00
Total Fund: 144 - LIVE HEALTHY IOWA :	7.68	90.42	-370.36	-460.78	542.00
Fund: 150 - COPS FAST GRANTS					
Revenue	2,924.29	8,166.66	8,881.21	714.55	49,000.00
Expense	7,450.30	7,366.80	13,649.35	-6,282.55	44,201.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 08/31/2017

Account Typ...	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Total Fund: 150 - COPS FAST GRANTS:	-4,526.01	799.86	-4,768.14	-5,568.00	4,799.00
Fund: 151 - DEPT OF JUSTICE GRANTS					
Revenue	0.00	3,833.32	10,312.50	6,479.18	23,000.00
Expense	11,011.70	3,833.32	11,011.70	-7,178.38	23,000.00
Total Fund: 151 - DEPT OF JUSTICE GRANTS:	-11,011.70	0.00	-699.20	-699.20	0.00
Fund: 152 - POLICE UNDESIGNATED GRANTS					
Revenue	4,134.20	14,460.32	13,053.13	-1,407.19	86,762.00
Expense	9,965.75	12,914.98	19,383.15	-6,468.17	77,490.00
Total Fund: 152 - POLICE UNDESIGNATED GRANTS:	-5,831.55	1,545.34	-6,330.02	-7,875.36	9,272.00
Fund: 153 - POLICE DEPT DONATION FUND					
Revenue	545.82	399.98	715.63	315.65	2,400.00
Expense	400.00	1,366.62	4,813.41	-3,446.79	8,200.00
Total Fund: 153 - POLICE DEPT DONATION FUND:	145.82	-966.64	-4,097.78	-3,131.14	-5,800.00
Fund: 156 - FIRE DEPT DONATION FUND					
Revenue	4.99	0.00	7.22	7.22	0.00
Total Fund: 156 - FIRE DEPT DONATION FUND:	4.99	0.00	7.22	7.22	0.00
Fund: 157 - FIRE DEPT GRANTS					
Revenue	7.10	0.00	10.28	10.28	0.00
Total Fund: 157 - FIRE DEPT GRANTS:	7.10	0.00	10.28	10.28	0.00
Fund: 160 - ECONOMIC DEVELOPMENT GIFT					
Revenue	76.98	0.00	111.46	111.46	0.00
Total Fund: 160 - ECONOMIC DEVELOPMENT GIFT:	76.98	0.00	111.46	111.46	0.00
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER					
Revenue	16.06	0.00	23.25	23.25	0.00
Total Fund: 161 - SURETY DEPOSITS/SUBDIVIDER:	16.06	0.00	23.25	23.25	0.00
Fund: 170 - LIBRARY DONATION FUND					
Revenue	768.46	3,333.32	2,104.34	-1,228.98	20,000.00
Expense	315.04	2,283.30	3,919.74	-1,636.44	13,700.00
Total Fund: 170 - LIBRARY DONATION FUND:	453.42	1,050.02	-1,815.40	-2,865.42	6,300.00
Fund: 177 - SEIZED ASSETS (POLICE)					
Revenue	-245.56	566.66	-189.62	-756.28	3,400.00
Expense	0.00	499.98	0.00	499.98	3,000.00
Total Fund: 177 - SEIZED ASSETS (POLICE):	-245.56	66.68	-189.62	-256.30	400.00
Fund: 180 - HOUSING GRANTS					
Revenue	55.31	833.32	80.09	-753.23	5,000.00
Expense	0.00	344.94	0.00	344.94	2,070.00
Total Fund: 180 - HOUSING GRANTS:	55.31	488.38	80.09	-408.29	2,930.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 08/31/2017

Account Typ...	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 182 - #4 HUD LEAD GRANT					
Revenue	0.00	18,806.16	40.00	-18,766.16	112,837.00
Total Fund: 182 - #4 HUD LEAD GRANT:	0.00	18,806.16	40.00	-18,766.16	112,837.00
Fund: 183 - FY 08 EDI (ECON DEV INCENTIVE)					
Revenue	0.00	0.00	317.36	317.36	0.00
Expense	160.00	0.00	320.00	-320.00	0.00
Total Fund: 183 - FY 08 EDI (ECON DEV INCENTIVE):	-160.00	0.00	-2.64	-2.64	0.00
Fund: 184 - VOUCHERS - 002, 003					
Revenue	106,224.17	232,438.28	191,982.30	-40,455.98	1,394,630.00
Expense	109,996.62	231,524.80	220,765.84	10,758.96	1,389,150.00
Total Fund: 184 - VOUCHERS - 002, 003:	-3,772.45	913.48	-28,783.54	-29,697.02	5,480.00
Fund: 186 - CBDG GRANTS-NSP					
Revenue	27,254.80	0.00	67,596.76	67,596.76	0.00
Expense	1,757.65	1,338.46	2,430.46	-1,092.00	8,031.00
Total Fund: 186 - CBDG GRANTS-NSP:	25,497.15	-1,338.46	65,166.30	66,504.76	-8,031.00
Fund: 187 - HUD LEAD MATCH					
Expense	0.00	4,464.62	0.00	4,464.62	26,788.00
Total Fund: 187 - HUD LEAD MATCH:	0.00	4,464.62	0.00	4,464.62	26,788.00
Fund: 188 - #5 HUD LEAD GRANT					
Revenue	220,694.18	253,366.64	225,442.18	-27,924.46	1,520,200.00
Expense	107,512.41	205,348.56	211,592.09	-6,243.53	1,232,093.00
Total Fund: 188 - #5 HUD LEAD GRANT:	113,181.77	48,018.08	13,850.09	-34,167.99	288,107.00
Fund: 190 - 911 SURCHARGE					
Revenue	80,548.32	49,999.98	80,888.13	30,888.15	300,000.00
Expense	8,142.52	49,999.78	52,226.72	-2,226.94	300,000.00
Total Fund: 190 - 911 SURCHARGE:	72,405.80	0.20	28,661.41	28,661.21	0.00
Fund: 200 - GO BONDS DEBT FUND					
Revenue	371.05	719,071.44	30,953.35	-688,118.09	4,314,429.00
Expense	0.00	691,762.00	0.00	691,762.00	4,150,572.00
Total Fund: 200 - GO BONDS DEBT FUND:	371.05	27,309.44	30,953.35	3,643.91	163,857.00
Fund: 300 - CIP COLLECTION FUND					
Revenue	584.24	95,615.80	6,368.31	-89,247.49	573,695.00
Expense	0.00	102,456.50	0.00	102,456.50	614,739.00
Total Fund: 300 - CIP COLLECTION FUND:	584.24	-6,840.70	6,368.31	13,209.01	-41,044.00
Fund: 310 - FEDERAL STREET GRANTS					
Revenue	0.00	14,300.00	0.00	-14,300.00	85,800.00
Expense	611.60	0.00	1,316.60	-1,316.60	0.00
Total Fund: 310 - FEDERAL STREET GRANTS:	-611.60	14,300.00	-1,316.60	-15,616.60	85,800.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 08/31/2017

Account Typ...	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 312 - AIRPORT PROJECT FUND					
Revenue	43,923.00	52,200.00	44,781.00	-7,419.00	313,200.00
Expense	354.56	58,116.64	354.56	57,762.08	348,700.00
Total Fund: 312 - AIRPORT PROJECT FUND:	43,568.44	-5,916.64	44,426.44	50,343.08	-35,500.00
Fund: 320 - SPECIAL ASSESSMENT PROJECTS					
Revenue	0.00	4,166.66	0.00	-4,166.66	25,000.00
Total Fund: 320 - SPECIAL ASSESSMENT PROJECTS:	0.00	4,166.66	0.00	-4,166.66	25,000.00
Fund: 340 - BIKE PATH PROJECT FUND					
Revenue	2,800.00	63,055.50	2,801.86	-60,253.64	378,333.00
Expense	462,805.65	84,631.14	552,647.05	-468,015.91	507,787.00
Total Fund: 340 - BIKE PATH PROJECT FUND:	-460,005.65	-21,575.64	-549,845.19	-528,269.55	-129,454.00
Fund: 341 - TREES FOREVER PROJECT					
Revenue	2,065.08	500.00	2,065.92	1,565.92	3,000.00
Expense	0.00	500.00	0.00	500.00	3,000.00
Total Fund: 341 - TREES FOREVER PROJECT:	2,065.08	0.00	2,065.92	2,065.92	0.00
Fund: 350 - GO BONDS CAPITAL PROJECTS					
Revenue	13.08	1,201.00	18.94	-1,182.06	7,206.00
Total Fund: 350 - GO BONDS CAPITAL PROJECTS:	13.08	1,201.00	18.94	-1,182.06	7,206.00
Fund: 353 - 2014 GO BONDS					
Expense	71,996.09	0.00	71,996.09	-71,996.09	0.00
Total Fund: 353 - 2014 GO BONDS:	71,996.09	0.00	71,996.09	-71,996.09	0.00
Fund: 354 - POLICE & FIRE STATIONS					
Revenue	225.06	2,116,833.32	449.95	-2,116,383.37	12,701,000.00
Expense	242,450.80	1,578,383.30	337,431.01	1,240,952.29	9,470,300.00
Total Fund: 354 - POLICE & FIRE STATIONS:	-242,225.74	538,450.02	-336,981.06	-875,431.08	3,230,700.00
Fund: 355 - 2015 GO BONDS					
Revenue	262.60	0.00	380.24	380.24	0.00
Expense	0.00	0.00	669.03	-669.03	0.00
Total Fund: 355 - 2015 GO BONDS:	262.60	0.00	-288.79	-288.79	0.00
Fund: 356 - 2016 BONDS - STREET PROJECTS					
Revenue	439.28	1,666.66	1,193.48	-473.18	10,000.00
Expense	798,332.58	314,821.46	1,566,129.13	-1,251,307.67	1,888,929.00
Total Fund: 356 - 2016 BONDS - STREET PROJECTS:	-797,893.30	-313,154.80	-1,564,935.65	-1,251,780.85	-1,878,929.00
Fund: 382 - PUBLIC WORKS FACILITY					
Revenue	1.97	0.00	2.85	2.85	0.00
Total Fund: 382 - PUBLIC WORKS FACILITY:	1.97	0.00	2.85	2.85	0.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 08/31/2017

Account Typ...	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 392 - TIF DISTRICT III CAP PROJECTS					
Revenue	12.25	4.16	17.74	13.58	25.00
Total Fund: 392 - TIF DISTRICT III CAP PROJECTS:	12.25	4.16	17.74	13.58	25.00
Fund: 393 - TIF DISTRICT IV CAP PROJECTS					
Revenue	0.00	8,333.32	0.00	-8,333.32	50,000.00
Expense	0.00	8,333.32	0.00	8,333.32	50,000.00
Total Fund: 393 - TIF DISTRICT IV CAP PROJECTS:	0.00	0.00	0.00	0.00	0.00
Fund: 610 - WATER POLLUTION CONTROL					
Revenue	351,546.44	0.00	573,753.18	573,753.18	0.00
Expense	351,499.42	1,204,605.54	576,422.45	628,183.09	7,227,637.00
Total Fund: 610 - WATER POLLUTION CONTROL:	47.02	-1,204,605.54	-2,669.27	1,201,936.27	-7,227,637.00
Fund: 611 - WPCP REVENUE					
Revenue	590,873.78	1,219,482.58	1,269,073.57	49,590.99	7,316,896.00
Expense	351,546.44	0.00	573,753.18	-573,753.18	0.00
Total Fund: 611 - WPCP REVENUE:	239,327.34	1,219,482.58	695,320.39	-524,162.19	7,316,896.00
Fund: 612 - WPCP REVENUE BOND FUND					
Revenue	343.36	0.00	664.82	664.82	0.00
Expense	69,955.00	0.00	69,955.00	-69,955.00	0.00
Total Fund: 612 - WPCP REVENUE BOND FUND:	-69,611.64	0.00	-69,290.18	-69,290.18	0.00
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV					
Revenue	1,570.56	450.00	2,274.11	1,824.11	2,700.00
Total Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV:	1,570.56	450.00	2,274.11	1,824.11	2,700.00
Fund: 616 - SANITARY SEWER REHAB PROJECT					
Revenue	0.00	458,333.32	0.00	-458,333.32	2,750,000.00
Expense	217,982.19	299,999.98	217,982.19	82,017.79	1,800,000.00
Total Fund: 616 - SANITARY SEWER REHAB PROJECT:	-217,982.19	158,333.34	-217,982.19	-376,315.53	950,000.00
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN					
Revenue	3,800.00	0.00	7,300.00	7,300.00	0.00
Total Fund: 617 - SANITARY SEWER NEW CONSTRUCTN:	3,800.00	0.00	7,300.00	7,300.00	0.00
Fund: 690 - TRANSIT OPERATING					
Revenue	37,900.57	168,307.76	72,750.71	-95,557.05	1,009,847.00
Expense	48,122.56	196,165.06	95,934.23	100,230.83	1,176,992.00
Total Fund: 690 - TRANSIT OPERATING:	-10,221.99	-27,857.30	-23,183.52	4,673.78	-167,145.00
Fund: 740 - STORM SEWER UTILITY					
Revenue	147,897.50	246,333.32	248,538.32	2,205.00	1,478,000.00
Expense	39,139.86	154,278.78	81,228.96	73,049.82	925,675.00
Total Fund: 740 - STORM SEWER UTILITY:	108,757.64	92,054.54	167,309.36	75,254.82	552,325.00
Fund: 741 - 2016 GO STORM WATER PROJ					
Revenue	775.59	0.00	1,501.71	1,501.71	0.00

Monthly Budget Report - Marshalltown

For Fiscal: Current Period Ending: 08/31/2017

Account Typ...	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Expense	17,640.00	116,666.66	17,640.00	99,026.66	700,000.00
Total Fund: 741 - 2016 GO STORM WATER PROJ:	-16,864.41	-116,666.66	-16,138.29	100,528.37	-700,000.00
Fund: 750 - COMPOSTING FACILITY					
Revenue	7,566.04	11,418.12	14,858.69	3,440.57	68,509.00
Expense	5,541.45	34,544.20	10,608.79	23,935.41	207,266.00
Total Fund: 750 - COMPOSTING FACILITY:	2,024.59	-23,126.08	4,249.90	27,375.98	-138,757.00
Fund: 760 - P&R CONCESSIONS ENTERPRISE					
Revenue	4,431.23	6,383.32	19,107.10	12,723.78	38,300.00
Expense	8,908.79	6,809.36	21,429.22	-14,619.86	40,857.00
Total Fund: 760 - P&R CONCESSIONS ENTERPRISE:	-4,477.56	-426.04	-2,322.12	-1,896.08	-2,557.00
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	10,353.58	0.00	20,385.38	20,385.38	0.00
Expense	2,735.20	0.00	6,901.77	-6,901.77	0.00
Total Fund: 881 - OCCUPATIONAL INSURANCE ESCROW:	7,618.38	0.00	13,483.61	13,483.61	0.00
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	211,053.78	0.00	431,325.37	431,325.37	0.00
Expense	216,646.24	0.00	389,394.95	-389,394.95	0.00
Total Fund: 884 - GROUP HEALTH INSURANCE ESCROW:	-5,592.46	0.00	41,930.42	41,930.42	0.00
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	58.21	0.00	84.29	84.29	0.00
Total Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND:	58.21	0.00	84.29	84.29	0.00
Fund: 910 - POLICE PENSION - T & A					
Expense	785.31	0.00	2,355.93	-2,355.93	0.00
Total Fund: 910 - POLICE PENSION - T & A:	785.31	0.00	2,355.93	-2,355.93	0.00
Report Total:	-1,874,050.96	257,913.90	-2,521,374.00	-2,779,287.90	1,546,433.00

Fund Summary

Fund	August Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	-705,843.63	-42,219.22	-1,390,998.11	-1,348,778.89	-253,337.00
010 - CASH FLOW RESERVE FUND	2,556.83	833.32	4,034.45	3,201.13	5,000.00
030 - CAPITAL RESERVE	-127,239.45	-374.92	-199,352.93	-198,978.01	-2,250.00
031 - CAPITAL RSRV-BLDG MAINT	-2,619.40	-4,333.32	-2,316.48	2,016.84	-26,000.00
050 - COLISEUM ACTIVITY FUND	-8,783.90	-2,790.50	-9,282.75	-6,492.25	-16,744.00
110 - ROAD USE TAX	294,735.58	-30,698.28	603,811.22	634,509.50	-185,203.00
112 - EMPLOYEE BENEFITS FUND	0.00	-4,078.98	2,769.13	6,848.11	-24,474.00
117 - POLICE/FIRE RETIREMENT	953.54	2,131.32	13,034.11	10,902.79	12,788.00
119 - EMERGENCY FUND	0.00	0.00	2,208.94	2,208.94	0.00
121 - LOCAL OPTION SALES TAX	2,751.79	13,781.66	234,791.53	221,009.87	82,690.00
125 - TAX INCREMENT FINANCING	-509.61	-71,437.32	-43,294.07	28,143.25	-428,624.00
130 - CITY TORT LIABILITY	-1,860.57	-2,466.66	11,201.56	13,668.22	-14,800.00
132 - GRANTS-STATE/LOCAL AGEN	44.60	0.00	25,064.58	25,064.58	0.00
133 - UNDESIGNATED FEDERAL GR	0.00	0.00	-598.00	-598.00	0.00
140 - PARK & REC DONATION FUNI	-21,588.34	-1,024.44	18,281.71	19,306.15	-6,147.00
141 - MTOWN TENNIS ASSOC	2.60	0.00	3.76	3.76	0.00
142 - SOFTBALL ASSOCIATION FUN	-4,770.32	0.00	-8,126.80	-8,126.80	0.00
144 - LIVE HEALTHY IOWA	7.68	90.42	-370.36	-460.78	542.00
150 - COPS FAST GRANTS	-4,526.01	799.86	-4,768.14	-5,568.00	4,799.00
151 - DEPT OF JUSTICE GRANTS	-11,011.70	0.00	-699.20	-699.20	0.00
152 - POLICE UNDESIGNATED GRAI	-5,831.55	1,545.34	-6,330.02	-7,875.36	9,272.00
153 - POLICE DEPT DONATION FUN	145.82	-966.64	-4,097.78	-3,131.14	-5,800.00
156 - FIRE DEPT DONATION FUND	4.99	0.00	7.22	7.22	0.00
157 - FIRE DEPT GRANTS	7.10	0.00	10.28	10.28	0.00
160 - ECONOMIC DEVELOPMENT C	76.98	0.00	111.46	111.46	0.00
161 - SURETY DEPOSITS/SUBDIVIDI	16.06	0.00	23.25	23.25	0.00
170 - LIBRARY DONATION FUND	453.42	1,050.02	-1,815.40	-2,865.42	6,300.00
177 - SEIZED ASSETS (POLICE)	-245.56	66.68	-189.62	-256.30	400.00
180 - HOUSING GRANTS	55.31	488.38	80.09	-408.29	2,930.00
182 - #4 HUD LEAD GRANT	0.00	18,806.16	40.00	-18,766.16	112,837.00
183 - FY 08 EDI (ECON DEV INCENT	-160.00	0.00	-2.64	-2.64	0.00
184 - VOUCHERS - 002, 003	-3,772.45	913.48	-28,783.54	-29,697.02	5,480.00
186 - CBDG GRANTS-NSP	25,497.15	-1,338.46	65,166.30	66,504.76	-8,031.00
187 - HUD LEAD MATCH	0.00	-4,464.62	0.00	4,464.62	-26,788.00
188 - #5 HUD LEAD GRANT	113,181.77	48,018.08	13,850.09	-34,167.99	288,107.00
190 - 911 SURCHARGE	72,405.80	0.20	28,661.41	28,661.21	0.00
200 - GO BONDS DEBT FUND	371.05	27,309.44	30,953.35	3,643.91	163,857.00
300 - CIP COLLECTION FUND	584.24	-6,840.70	6,368.31	13,209.01	-41,044.00
310 - FEDERAL STREET GRANTS	-611.60	14,300.00	-1,316.60	-15,616.60	85,800.00
312 - AIRPORT PROJECT FUND	43,568.44	-5,916.64	44,426.44	50,343.08	-35,500.00

Monthly Budget Report - Marshalltown
For Fiscal: Current Period Ending: 08/31/2017

320 - SPECIAL ASSESSMENT PROJEC	0.00	4,166.66	0.00	-4,166.66	25,000.00
340 - BIKE PATH PROJECT FUND	-460,005.65	-21,575.64	-549,845.19	-528,269.55	-129,454.00
341 - TREES FOREVER PROJECT	2,065.08	0.00	2,065.92	2,065.92	0.00
350 - GO BONDS CAPITAL PROJECT	13.08	1,201.00	18.94	-1,182.06	7,206.00
353 - 2014 GO BONDS	-71,996.09	0.00	-71,996.09	-71,996.09	0.00
354 - POLICE & FIRE STATIONS	-242,225.74	538,450.02	-336,981.06	-875,431.08	3,230,700.00
355 - 2015 GO BONDS	262.60	0.00	-288.79	-288.79	0.00
356 - 2016 BONDS - STREET PROJEC	-797,893.30	-313,154.80	-1,564,935.65	-1,251,780.85	-1,878,929.00
382 - PUBLIC WORKS FACILITY	1.97	0.00	2.85	2.85	0.00
392 - TIF DISTRICT III CAP PROJECT	12.25	4.16	17.74	13.58	25.00
393 - TIF DISTRICT IV CAP PROJECT	0.00	0.00	0.00	0.00	0.00
610 - WATER POLLUTION CONTROL	47.02	-1,204,605.54	-2,669.27	1,201,936.27	-7,227,637.00
611 - WPCP REVENUE	239,327.34	1,219,482.58	695,320.39	-524,162.19	7,316,896.00
612 - WPCP REVENUE BOND FUND	-69,611.64	0.00	-69,290.18	-69,290.18	0.00
614 - WPCP CAPITAL IMPROVEMENT	1,570.56	450.00	2,274.11	1,824.11	2,700.00
616 - SANITARY SEWER REHAB PRC	-217,982.19	158,333.34	-217,982.19	-376,315.53	950,000.00
617 - SANITARY SEWER NEW CONS	3,800.00	0.00	7,300.00	7,300.00	0.00
690 - TRANSIT OPERATING	-10,221.99	-27,857.30	-23,183.52	4,673.78	-167,145.00
740 - STORM SEWER UTILITY	108,757.64	92,054.54	167,309.36	75,254.82	552,325.00
741 - 2016 GO STORM WATER PRC	-16,864.41	-116,666.66	-16,138.29	100,528.37	-700,000.00
750 - COMPOSTING FACILITY	2,024.59	-23,126.08	4,249.90	27,375.98	-138,757.00
760 - P&R CONCESSIONS ENTERPR	-4,477.56	-426.04	-2,322.12	-1,896.08	-2,557.00
881 - OCCUPATIONAL INSURANCE	7,618.38	0.00	13,483.61	13,483.61	0.00
884 - GROUP HEALTH INSURANCE I	-5,592.46	0.00	41,930.42	41,930.42	0.00
886 - WORKMAN'S COMP DEDUCT	58.21	0.00	84.29	84.29	0.00
910 - POLICE PENSION - T & A	-785.31	0.00	-2,355.93	-2,355.93	0.00
Report Total:	-1,874,050.96	257,913.90	-2,521,374.00	-2,779,287.90	1,546,433.00

Advertising	
Great.Wstrn.Bnk/1	8.00
Buildings/Improvements	
Great.Wstrn.Bnk/1	136.00
TONYS.PLUMBGB/1	17,681.40
Consulting & Professional Fees	
Bernie.Lowe/1	14.14
Bolton&Menk.Inc/3	17,848.00
Calhoun-Burns/2	5,402.90
CGA.Assoc/3	15,736.24
CIVICPLUS.INC/1	14,078.50
DTN.LLC/1	504.00
Fox.Engrg.Assc/6	56,040.05
Great.Wstrn.Bnk/2	65.00
Iowa.One.Call/2	517.90
IVCCD/1	1,875.00
Lynch.Dallas.PC/7	14,643.50
M.I.C.A. Inc./1	951.35
Prochaska.Assoc/2	53,872.03
Sheakley.HR/1	362.48
Speer.Financial/1	37,715.00
Wellmark.Inc./1	10,485.55
Contracts	
01.Com.Inc/1	1,654.75
AAA.Septic/1	95.00
Aramark.Unfrm/5	65.75
ARL/1	4,333.33
BDH/9	6,663.44
BW.CONTROL.SPEC/1	250.00
Cargill.Deicing/15	34,918.05
Construct/1	2,213.50
Continental.Fir/1	290.00
Electronic.Engr/3	738.80
Fisher.Comm.Ctr/1	6,396.66
Geislinger.Sons/2	52,563.37
Great.Wstrn.Bnk/5	401.34
Happy.Softw/6	366.70
Hogeland.Auto.P/1	75.00
IA.Dept.Insp.Ap/1	51.19
Ia.Dept.Justice/1	75.20
IVCCD/1	8,806.46
Marsh.Co.Landfi/6	55,371.85
Marshall.Co. Em/1	2,419.08
Marshall.Co.Att/1	75.20
Mike.Turf/1	500.00
MMIT.INC/2	76.65
Mtwn.Aviation/2	1,284.00
O.C.L.C.Inc/1	893.32
ONSITE.INFO.DES/3	120.00
Premier.Equip/5	387.08
Racom.Corp/2	10,835.90
RICOH.USA.INC/4	103.82
Schendel.Pest.C/3	137.50
Scott.Tent/1	795.00
Servicemaster/2	2,772.00

Stone.Sanit/10	2,529.13
Strategic.Insgh/1	2,025.00
Tyler.Technolog/1	187.50
Unique.Mgmt.Svc/1	125.30
Xerox.Corp/3	70.44
Debt Service	
CRBT/2	8,707.57
Library Books	
Baker.Taylor/22	1,459.61
Baker.Taylor.En/2	369.30
BRODART.CO/8	1,597.37
Cengage.Learng/11	785.40
Diamond.Lake/1	39.90
Great.Wstrn.Bnk/44	1,972.71
MicroMarketing./5	887.85
ODILO./1	3,500.00
OVERDRIVE,INC./5	682.96
RECORDED.BOOKS/8	506.07
Sentimental.Pro/1	130.00
Medical	
Bernie.Lowe/1	131.45
HARTFORD.ACCTS/1	6,879.52
Medtrak.Service/4	865.34
Wellmark.Inc./4	157,566.25
Payroll.Deductions	
American.Educa./1	64.41
AXA/2	450.00
Collection.Svs./6	1,734.58
Colonial.Life/1	397.02
Fidelity.Securi/2	376.39
I.M.W.C.A/1	9,522.00
I.R.S./6	85,158.28
IA.Treasurer/3	17,733.00
ICMA.457/11	9,234.95
IUPAT.PPME/1	1,006.22
Meskwaki Nation/1	322.88
Teamsters238/2	2,202.52
Texas.Child.Sup/2	252.57
TotalAdmin.Serv/5	7,775.95
Payroll.Net	
Payroll/1	266,527.18
Refund/Reimbursed	
BECKHAM,S/1	20.63
BOLIVER,J/1	64.19
CALVIN.ROCKET/1	633.75
DREY,F/1	236.50
FREESE,M/1	73.54
GOECKE,J/1	22.44
GOODING.B/1	785.31
Great.Wstrn.Bnk/4	61.15
GREAZEL,L/1	24.75
JENSEN,K/1	191.13
KASISCHKE,S/1	79.75
PEGLOW,P/1	636.63

RUOPP,M/1	32.23
STEVENSON.K/1	148.47
WOODRIDGE,R/1	63.25
Rents/Leases	
ABC.Rentals/2	514.00
Ackley.Housing/14	2,156.00
ALCALA,R/1	198.00
ALL.AMER.PROP/15	5,015.00
Altar.Proprty/1	191.00
Altringer,J/1	282.00
AMES,STEVEN/1	116.00
ARGUS.WOOKIE/1	283.00
Arlington.Inv/4	1,140.00
ARMSTRONG,B/1	205.00
B.B.Rentals/1	363.00
Bahr,L/1	478.00
Bluffwood.Partn/1	450.00
BOULDER.COOP.HS/2	870.00
BROWN,B/2	396.00
Chicago.Hsg.Aut/1	945.00
CIRSI/7	836.00
Citizen.Svgs.Ba/2	448.00
CLAWSON,J/1	245.00
CMHC.INVEST/1	332.00
Crestview.Apt/26	6,735.00
CROSSER,D/1	363.00
CROSSER,R/1	141.00
D.D.Rentals/2	375.00
Eakin,R/1	226.00
ECKLOR,S/3	944.00
Elwayne.Inc./2	555.00
EUBANKS.PROPERT/4	1,111.00
F.C.Rentals.LLC/2	511.00
Farrell.Proper/6	1,335.00
FISCHELS,R/3	576.00
Frese.Propts/2	893.00
FRIEND,T/1	235.00
Friendly.Apts/4	601.00
Gladbrook.Hsg/1	182.00
Glenda.Drive.LL/9	3,089.00
Grant.Park.LLC/25	5,020.00
Hala.Ventures/3	811.00
HANSEN,J/1	253.00
HANSEN,R/1	156.00
HARRIS,T/1	324.00
HASS,S/1	240.00
HATCH,J/3	1,094.00
Hatch,R/3	1,527.00
HAVELKA,B/1	500.00
Hilltop.Village/10	1,736.00
HOULIHAN,D/1	287.00
HOVERSTEN,R/1	900.00
HOWARD,J/1	175.00
Hsg.Auth.CookCo/8	7,307.00

Hsg.Auth.Joliet/1	906.00
HUBBARD.MAPLE/4	599.00
JARED,S/3	594.00
JASPERS,M/1	128.00
JB.I.COOP.Assn/5	928.00
JKM.Coop/2	385.00
JN.Home.Rentals/1	415.00
KLOCKE,C/1	471.00
Kramer,M/1	349.00
LAWSON,R/2	342.00
Lawthers.Prop.M/2	970.00
LUENSE,B/6	1,925.00
MANNSON.PROP/2	326.00
MARION.MANOR/1	246.00
Marion.Manor.II/1	194.00
Marshalltown.Sr/9	1,850.00
MATNEY,L/1	264.00
MtownWestownLLP/18	3,594.00
MURPHY,M/1	159.00
MURPHY,P/1	472.00
NAUGHTON,R/1	825.00
North.Tama.Hsg/3	425.00
Oakland.Prop/1	92.00
OETKER,D/3	570.00
Oetker,J/1	78.00
OLBERDING.PROPE/1	458.00
Palisade.Holdng/1	155.00
Park.Elms,LLC/5	1,207.00
Pinecrest.Park/1	141.00
Polley,M/1	502.00
Prairie.Home.Pp/1	254.00
Premier/4	693.00
PYLE,D/1	224.00
R.E.P.Corp/2	738.00
RA.Rental/1	369.00
REM.Homes/2	492.00
River.Birch/9	4,153.00
River.Oaks/9	3,498.00
S.E.Invst/1	274.00
Sands.Time.LLC/1	250.00
SCENIC.CITY/1	199.00
SCHMIDT,M/4	1,515.00
SCHULER-VANLANG/1	260.00
SCOTT,L/1	358.00
SE.COOP.HSG/2	480.00
SESKER,R/2	655.00
SMITH,N/3	527.00
Soltero,W/1	159.00
SPECHT,G/1	468.00
Squire,B/1	264.00
STEELSMITH,INV/5	1,130.00
Stichter.Constr/1	139.00
Sunrise.Apt/2	142.00
Superior.Rental/5	1,853.00
Swan.Estates/1	356.00

SWITZER RENTAL/3	788.00
Tallcorn.Tower/15	3,439.00
TAYLOR,M/1	216.00
TOWN.APARTMENT/5	646.00
TREVRON,LLC/1	310.00
TTX.COOPER.HOUS/2	506.00
VEST,L/2	404.00
VILLAGE.PARK/1	403.00
WARREN,C/1	226.00
WB.REALESTATE/1	250.00
WEATHERLY,PROP/1	319.00
WEIDNER,R/1	226.00
WELTER,K/1	508.00
WIEBENSOHN,L/1	105.00
WIND-HUSAK,D/1	399.00
Service/Repairs	
AG.LIME.TRUCKG/3	5,070.00
Aureon.Comm.LLC/32	403.28
BDH/1	440.00
Bjelland.Plmbg/5	106.90
Bob's.Lawn.Care/1	490.00
Carmer,D/1	12.00
CARRIGAN,K/1	37.00
Carter,G/1	9.00
Century.Link/41	1,749.27
Cert.Pwr.Inc./1	909.29
Chicago.Hsg.Aut/1	36.31
Construct/1	75,813.13
DANS.OVERHEAD/2	46,913.00
DEAF.SRVC.UNLMT/1	234.00
DeSautels,S/1	50.00
Devig.Srvcs/10	920.00
FedEx/6	378.29
Freeman,A/1	34.00
Gale-Hazen,E/1	135.00
Gale-Hazen,K/1	292.50
Gbala,R/1	7.00
Great.Wstrn.Bnk/43	4,680.89
Hartwig.Plmbg/1	3,269.95
Home.Rental/2	20.25
Hsg.Auth.CookCo/2	207.48
Hsg.Auth.Joliet/1	36.31
Ia.Div.Labor/1	240.00
IA.NAHRO/1	225.00
Jensen.Inc/1	2,814.14
JOHNSON,C/1	46.00
Kapaun.Brown/1	440.00
Kiwanis.PM/1	495.00
KROENER,L/1	50.00
K-Van.Construct/1	160.50
Language.Line.S/1	715.95
Lenz,L/3	230.00
LEWIS,C/1	300.00
Marsh.Co.Treas/2	216.59

MAUSKEMO,T/1	246.79
McAtee.Tire/2	45.00
METZGER,M/1	46.00
Minerva.Val.Tel/1	50.00
MR.G.PAINTING/1	1,500.00
Mtwn.Aviation/6	4,848.57
Mtwn.Wtrwrks/3	8,703.73
Neave,G/1	37.00
Precision.Bldrs/17	9,508.00
PRINEAS,S/1	1,591.40
Quality.Roofing/17	18,299.00
Racom.Corp/3	2,678.45
RADIOTRONICS/1	168.00
Scharnweber.Wtr/1	27.00
Schendel.Pest.C/2	90.00
Scott.Tent/4	1,139.00
Scroggins,J/1	41.00
Servicemaster/10	517.23
Ship.Shape.Lawn/1	100.00
STREET-LOPEZ,J/1	47.00
SWITZER,N/2	62.00
Tom.Blake.Const/26	14,714.00
US CELLULAR/6	274.47
US.Bank.Equipmt/1	346.48
Verizon.Wireles/5	352.33
VF.Services/38	28,275.00
WASHINGTON,P/1	42.00
WICKHAM,M/1	360.00
Windstream/1	76.44
Wolfe.Clinic/18	315.00
WOOD,A/1	42.00
Supplies/Parts	
Action.Auto/1	115.00
AERZEN.USA/1	429.57
Airgas.U.S.A./1	58.34
ALLIED.OIL.TIRE/2	184.50
Ann.Alteration/1	24.00
Arnold.Motor.Su/23	2,639.05
Baker.Taylor/5	169.16
Barco.MuniProd/2	604.40
BDH/4	2,882.94
Bituminous.Mat/2	1,260.77
BLAHNIK,D/1	25.19
Capital.City.Eq/1	18.40
Cessford.Constr/2	899.00
Chemsearch/2	1,057.12
City.Laundering/8	818.48
Cntrl.IA.Distr/1	116.00
Cntrl.IA.Farm/1	16.81
Cntrl.Office/4	162.02
Concrete/4	689.80
CORE.MAIN.LLP/1	255.57
Crop.Production/5	1,776.60
Dave.WrightCDRJ/6	1,188.80

DEMCO.INCORP./1	92.27
Diamond.Mfg/1	1,213.25
Diamond.Vogel/2	429.98
Engineered.Equi/1	1,359.60
Entenmann.Rovin/4	334.00
Environ.Hazards/4	377.00
Fastenal.Co/3	91.78
FIRST.CALL/1	8.99
Galls.LLC/5	401.40
Gervich.Sons/1	16.00
Gillig.LLC/2	277.42
Great.Wstrn.Bnk/164	18,139.98
Home.Rental/5	357.00
HUPP.ELECTRIC.M/1	523.00
IA.League.Citie/1	45.00
IA.Prison.Ind/1	31.00
Keystone.Lab/1	90.00
Kieslers/1	132.45
Koch.Brthrs/2	4,792.32
Logan.Contract/2	2,925.00
Martin.Marietta/1	137.63
MID.COUNTRY.MAC/1	1,752.87
Midland.Scienti/4	309.36
Midwest.GangInv/1	75.00
Minuteman/1	61.24
MMIT.INC/1	63.55
Mobotrex.Inc./3	5,322.00
Motion.Industry/1	145.20
Mtn.Aviation/1	135.19
Mtn.Chamber/1	750.00
Napa.Auto/11	390.03
Office.Express/3	60.03
Oreilly.Automot/3	10.61
Proquest.Info/2	1,374.50
Ranson,R/1	90.00
Reliant.Fire.Ap/5	439.16
Spahn.Rose.Lmbr/1	8.61
Sweeper.Parts/1	732.00
Terminal.Supply/1	93.03
Testamerica/1	132.30
Titan.Machinery/1	335.42
T-R/2	2,080.00
ULTRAMAX.AMMUN/6	4,070.40
Verizon.Wireles/1	718.69
WICKHAM,M/1	54.91
Witmer.Public.S/1	87.49
WW.Grainger/1	701.16
Zimco.Supply/1	560.00
Travel/Training	
BLAHNIK,D/1	26.64
BROWN,J/1	26.13
CHANDLER,J/1	39.39
Great.Wstrn.Bnk/22	1,387.19
Hillers,C/1	86.95
JONES,B/1	210.60

Lazenby,K/1	92.90
NE.LAW.ENFC.TRG/1	180.00
ROSENBLUM,S/1	63.72
Treat.American./1	8.51
VAUGHN,R/1	108.42
Utilities	
AlliantEnergy/71	29,345.36
CENTRAL.IA.WATE/2	297.84
Great.Wstrn.Bnk/3	212.74
Mtwn.Wtrwrks/2	1,324.75
Total/1496	1,485,891.73