

CITY OF MARSHALLTOWN
COUNCIL AGENDA
CITY HALL COUNCIL CHAMBERS
10 W STATE STREET
FEBRUARY 26, 2018 AT 5:30 PM

A. NOTICE TO PUBLIC

The Mayor And City Council Welcome Comment From The Public During Discussion Of Any Of The Agenda Items. You Are Required To Step To The Microphone, State Your Name And Address For The Record And To Limit The Time Used To Present Your Remarks 3 Minutes Or Less In Order That Others May Be Given The Opportunity To Speak. All Speakers Shall Speak Clearly And Direct Their Comments To The Mayor And City Council And Not To Any Councilmember Specifically. It Is At The Discretion Of The Mayor And Council To Respond To Specific Questions And Comments Or To Have Staff Respond During The Meeting.

B. CALL TO ORDER

Mayor Joel T.S. Greer

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

E. MAYOR, COUNCIL AND ADMINISTRATOR COMMENTS

F. CONSENT AGENDA

F.1. Approve Council Meeting Minutes For February 12, 2018.

Documents:

02-12-2018_council-minutes.pdf

F.2. Approve Bill List In The Amount Of \$822,657.11

Documents:

2018-02-26_BILL LIST.pdf

F.3. Appoint Dustin Wright To The Municipal Art Gallery, Fisher Center.

Documents:

2018-02-26_Municipal Art Gallery Board.pdf

02-26-2018_MOTION_Proposed Appt Dustin Wright Fisher Comm
Ctr.pdf

F.4. Receipt Of Civil Service Hire List - Police Sergeant Promotional List

Documents:

2018-02-12 Police Sergeant Promotional List.pdf

F.5. Approve December Financial Statements

Documents:

December 2017 Financials Memo.pdf

December 2017 Monthly Financial Statements.pdf

F.6. RESOLUTION 2018-020 ADOPTING THE RECORDS RETENTION SCHEDULE, PRODUCED BY THE IOWA LEAGUE OF CITIES, STATE HISTORICAL SOCIETY OF IOWA'S STATE ARCHIVES AND RECORDS BUREAU AND IOWA MUNICIPAL FINANCE OFFICERS ASSOCIATION, DATED OCTOBER 2012

Documents:

02-26-2018_2018-_Retention Memo.pdf

2012RecordRetentionSchedule-4pg.pdf

02-26-2018_2017-_Res Adopt Record Retention Schedule.pdf

F.7. Resolution 2018-021 Approving An Underground Electric Line And Equipment Easement With Interstate Power And Light Company

Documents:

Res for Alliant Easement IRT Near Boone St.pdf

Memo for Alliant Easement IRT.pdf

Alliant Easement.pdf

G. **RESOLUTIONS**

G.1. Resolution 2018-022 Authorizing The Purchase Of Property At 712 East Boone Street

Documents:

Res to Purchase 712 E Boone.pdf

Signed Purchase Agreement 712 E Boone.pdf

Memo on 712 E Boone.pdf

G.2. Resolution 2018-023 Approving One-Time Funding For The Early Hire Of A Police Officer Position In Fiscal Year 2018

Documents:

Res for Early Hire of Officer for Apr18 Academy.pdf

G.3. RESOLUTION 2018-024 APPROVING CODIFICATION AGREEMENT WITH AMERICAN LEGAL PUBLISHING CORPORATION

Documents:

Code Memo.pdf
CODE Marshalltown Contract.pdf
02-26-2018_2018-_Res Appv Am Legal Code.pdf

G.4. RESOLUTION 2018-025 AMENDING THE AGREEMENT WITH BOLTON & MENK FOR THE HIGHWAY 14 CORRIDOR STUDY TO ADD WAYFINDING TO THE SCOPE OF WORK

Documents:

Res Amending Hwy 14 Agreement to Add Wayfinding.pdf
Hwy 14 Corridor Study - Wayfinding Master Plan Amendment.pdf
Memo on Bolton.Menk Amendment.pdf

G.5. RESOLUTION 2018-026 APPROVING PRELIMINARY AND FINAL PLAT FOR GODFREY SUBDIVISION

Documents:

Godfrey_Resolution.pdf
Godfrey_Memo.pdf
Godfrey_Application.pdf
Godfrey_Plats.pdf
Godfrey_Legal.pdf

H. **ORDINANCES**

H.1. ORDINANCE 14971 AMENDING CHAPTER 21, OFFENSES AND MISCELLANEOUS PROVISION, SECTION 54, PROHIBITING THE USE OF CONSUMER FIREWORKS AND DISPLAY FIREWORKS, TO ADD A CIVIL PENALTY

Second Reading. No Public Hearing Required.

Documents:

02-12-2018_14971_final draft Ord Amend 14962_FIREWORKS
USE PROHIBITED.pdf

I. **DISCUSSION**

I.1. Request To Purchase Alley Adjacent To 706 And 706 E Boone Street

Documents:

03-12-2018_2018-_84183610701Alley vacation request.pdf
03-12-2018_2018-_84183610701Alley_706_E_Boone_St.pdf
706-708 E Boone Alley- Avg Calculated value.pdf

I.2. Coliseum Renovation

Documents:

CC Memo Coliseum 022618.pdf
GTG Study Coliseum.pdf

J. **PUBLIC COMMENT**

Members Of The Public May Make Comments On Any Item Which Was Not On The Agenda During This Time. The Speaker Shall Approach The Microphone, And State His Or Her Name And Address. Comments Shall Be Limited To Three Minutes, Unless A Longer Comment Is Authorized By The Mayor. The Speaker Shall Direct Comments To The Mayor And To The Council As A Whole. The Mayor And Councilmembers Shall Not Engage In Discussion Or Debate On Items Raised By Members Of The Public, And No Action May Be Taken On Items Raised In Public Comments In Order To Comply With Open Meetings Laws.

K. **ADJOURN**

Please visit the City's website for the complete agenda packet and to subscribe to agenda notices and department news. www.marshalltown-ia.gov

COUNCIL PROCEEDINGS

February 12, 2018

The Marshalltown City Council met in regular session on February 12, 2018, at 5:30 PM, in the Council Chambers at City Hall. Mayor Greer called the meeting to order and led the Pledge of Allegiance. Present: Cahill, Gowdy, Hoop, Martin, Lamer, Wirin. Mayor Greer and the Council thanked the students of Shan Mooney's class from Miller Middle School for presenting their Planning Project to the council. The council recognized members of the Police Department for Life Saving Awards: Sergeant Ruopp, and Officers Blahnik, Jefferson and Mauseth.

CONSENT AGENDA:

Lamer moved to approve the Consent Agenda: Approve Regular Meeting Minutes for January 22, 2018, and Special Meeting Minutes of February 5, 2018; Approve Bill List in the amount of \$1,988,379.55; Approve November Financial Statements; Receipt of Building Permit Report dated January, 2018; Resolution 2018-005 Approving Submission Of Tax Abatement Applications To The Marshall County Assessor; RESOLUTION 2018-006 TO CERTIFY UNPAID BILLS FOR COLLECTION WITH TAXES; RESOLUTION 2018-007 APPROVING AGREEMENT FOR REMOVAL, TRANSPORTATION, AND DISPOSAL OF CITY SLUDGE BY AND BETWEEN THE CITY OF MARSHALLTOWN IA AND NUTRI-JECT SYSTEMS, INC.; RESOLUTION 2018-008 APPROVING A MEMORANDUM OF AGREEMENT WITH THE IOWA DEPARTMENT OF TRANSPORTATION FOR SHARING OF TRANSIT GPS DATA; Approve renewal liquor licenses: Kwik Star #706, Hy-Vee Food & Drugstore, Fareway Stores, Inc. #467, 7 Rayos Liquor Store; second by Martin. Consent agenda adopted 6-0.

MOTIONS:

Gowdy moved to approve new liquor license for the Marshalltown Speedway, 1308 E Olive Street, six months, second by Wirin. Motion carried 6-0.

Martin moved to approve new tobacco permit for Shag T-Shirts & More, LLC, 2500 S Center St #1450, through June 30, 2018, second by Wirin. Motion carried 5-1, Lamer dissenting.

REPORTS:

Greg Broussard of Bolton & Menk presented options for drainage solutions for W High Street in the vicinity of the Police and Fire Station for the council to consider. The drainage area south of W High Street is about 140 acres, from Meadow Lane north to High Street between 6th Street and Center Street. Two thresholds were discussed; preparing for either a 10 year or 100 year flood event, being either a 3.6" or 6.8" rainfall. There are no storm sewers at Meadowlane and 4th Street. The estimate for improving the storm sewer capacity north of Ingledue Street to the High Street area is \$1.1M. The council set aside \$225,000 in the Police and Fire Building budget when planning for the building project. Bond funds were issued in 2015-2016 and staff recommends using those bond funds for these improvements. The storm water improvements could be completed in two phases, with the estimate for the storm sewer improvements / detention pond in the immediate area of High Street at \$565,000, as Phase 1. The Army Corps of Engineers will be consulted due to the levy work. The council directed staff to prepare project scope and determine design improvements, anticipating a fall bid for Phase 1 of the storm water work for the areas south of High Street.

RESOLUTIONS:

Martin moved to adopt RESOLUTION 2018-009 AUTHORIZING THE CITY OF MARSHALLTOWN TO SUBMIT A GRANT APPLICATION TO THE STATE OF IOWA, GOVERNOR'S TRAFFIC SAFETY BUREAU, STATE AND COMMUNITY HIGHWAY SAFETY GRANT APPLICATION, CONTRACT PERIOD OCTOBER 1, 2018 - SEPTEMBER 30, 2019, second by Wirin. Chief Tupper explained the \$14,000 grant does not require a match. Resolution adopted 6-0.

COUNCIL PROCEEDINGS

February 12, 2018

Wirin moved to adopt RESOLUTION 2018-010 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#2-1 SITE DEMOLITION FOR CONSTRUCT, INC AN INCREASE OF \$3,675.25; RESOLUTION 2018-011 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#3-1 CONCRETE FOUNDATIONS FOR CALIBER CONCRETE AN INCREASE OF \$21,770.30; RESOLUTION 2018-012 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#9-2 FLOOR COVERINGS FOR ALLIED CONSTRUCTION SERVICES, INC. AN INCREASE OF \$2,304.00; RESOLUTION 2018-013 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#5-1 STEEL FOR CENTRAL WESTERN FABRICATORS AN INCREASE OF \$2,181.97; RESOLUTION 2018-014 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP#6-1 GENERAL SUPPLIES FOR GARLING CONSTRUCTION AN INCREASE OF \$11,263.00; RESOLUTION 2018-015 APPROVING CONTRACT CHANGE ORDER FOR THE POLICE & FIRE HEADQUARTERS PROJECT # BLD17001 BP# 22-1 PLUMBING & MECHANICAL FOR TONY'S PLUMBING & HEATING LLC. A DECREASE OF \$4,964.00; second by Lamer. Public Works Director Justin Nickel and Diana Steiner recommended the approval of the change orders, with the change orders being within the 3% contingency fund and \$1.2M of the project funds unencumbered. Resolutions adopted 6-0.

Lamer moved to adopt RESOLUTION 2018-016 SETTING PUBLIC HEARING PRIOR TO APPROVING THE AMENDED BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2018, second by Gowdy. Hearing date: March 5, 2018, 12:00 PM. Resolution adopted 6-0.

Wirin moved to adopt RESOLUTION 2018-017 SETTING PUBLIC HEARING PRIOR TO ADOPTING THE BUDGET FOR FISCAL YEAR ENDING JUNE 30, 2019, AND CERTIFYING THE TAX LEVY, second by Cahill. Staff recommended setting the levy at \$15.28, unchanged from the prior year. Hearing date: March 5, 2018, 12:00 PM. Resolution adopted 6-0.

Wirin moved to adopt RESOLUTION 2018-018 SETTING PUBLIC HEARING PRIOR TO APPROVING THE FIVE YEAR CAPITAL IMPROVEMENTS PROGRAM FOR 2018-2022. Hearing date: March 5, 2018, 12:00 PM, second by Hoop. Resolution adopted 6-0.

Wirin moved to adopt Resolution 2018-019 Approving The 2018 Strategic Plan. Resolution adopted 6-0, second by Martin. Resolution adopted 6-0.

ORDINANCES:

Wirin moved to adopt the first reading of Ordinance #14971 Amending Chapter 2, Offenses and Miscellaneous Provision, Section 54, Prohibiting the Use of Consumer Fireworks and Display Fireworks, to add a Civil Penalty, second by Cahill. Changes to the ordinances places the person in control of the property or the property owner responsible for penalties of violation. First reading adopted 6-0.

DISCUSSION:

Criteria for use of City Funds for Outside Organizations – the council discussed evaluating rules and objectives of the council prior to considering use of city funds for outside organizations, with the strategic plan of the council being the guiding document. Hoop asked this item be held.

Finance Director presented an overall summary of the Police / Fire Building costs to date: \$3.6M in today's bill list; \$13M encumbered; and \$1.2M unencumbered. \$225,000 is held for storm water improvements required for the High Street area.

PUBLIC COMMENT:

Reed Riskedahl, 1412 S 5th Street, expressed disappointment with the council's intent to tax at the full rate without discounting the budget savings of removing the E911 operational expenses from the city's budget. Gary Thompson, 6-1 E Main Street, commented the \$225,000 for storm water improvements in the High Street area should be supported by the \$17M Police and Fire building project. Additional comments were made by Palmer, 311 S 8th Street and Varnum, 1302 S 6th Street.

COUNCIL PROCEEDINGS

February 12, 2018

CLOSED SESSION:

Wirin moved to enter into closed session pursuant to Section 21.5 subsection (1) paragraph (j) OF THE CODE OF IOWA to discuss the purchase or sale of particular real estate only where premature disclosure could be reasonably expected to increase the price the governmental body would have to pay for that property or reduce the price the governmental body would receive for that property. Iowa Code § 21.5(1)(j) (2011), as amended by, Senate File 289, 84th G.A., 1st Sess., § 5 (Iowa 2011). The City of Marshalltown has an attorney-client relationship with Attorney Roger Schoell, appointed as City Attorney on May 5, 2014, by Council Resolution #2014-047; and with Lynch Dallas P.C., by Council Resolution #2017-093, approved May 8, 2017, second by Lamer. Motion carried 6-0.

Cahill moved to enter into open session, second by Wirin. Motion carried 6-0. Lamer moved to direct staff to move forward to acquire property as discussed in closed session, second by Martin. Motion carried 6-0.

ADJOURNMENT

The meeting adjourned at 7:39 pm.

Respectfully submitted,

Shari L. Coughenour, CMC, City Clerk

CITY OF MARSHALLTOWN

ATTEST:

Joel T.S. Greer, Mayor

Shari L. Coughenour, CMC, City Clerk

Consulting & Professional Fees

AHLERS.COONEY/1	275.00
Bernie.Lowe.Asc/1	2,982.00
Fox.Engrg.Assc/4	9,906.00
Howard.R.Green/1	3,369.00
Iowa.One.Call/2	94.70
Prochaska.Assoc/1	38,376.71

Contracts

Aramark.Unfrm/4	99.92
ARL/1	4,333.33
Cellebrite.Inc/1	3,400.00
CINTAS.Safety/1	28.59
Digital.Ally/1	129.00
Fisher.Comm.Ctr/1	6,396.66
Geocomm/1	16,200.00
Hach.Co/1	726.00
Hydro-Klean,LLC/1	57,129.18
Marsh.Co.Landfi/1	46.75
Marshall.Co. Em/1	2,419.08
Mtn.Aviation/1	642.00
Premier.Equip/1	120.54
Region.6.Planng/1	810.00
Schendel.Pest.C/2	83.00
Schumacher.Elev/3	618.62
Xerox.Corp/3	42.70

Medical

McFarland.Cl/1	26.40
Medtrak.Service/1	175.20
St.Lukes.Health/1	39.00
Wellmark.Inc./1	8,011.41

Payroll.Deductions

American.Educa./1	64.41
AXA/2	450.00
Collection.Svs./6	1,734.58
Colonial.Life/1	413.55
Fidelity.Securi/2	408.72
Fire.Union.Dues/2	1,260.00
I.P.E.R.S./6	69,144.16
I.R.S./6	76,771.15
IA.Treasurer/3	18,526.00
ICMA.457/11	9,975.92
In.Stitches/1	9.00
M.F.P.R.S.I./4	122,674.44
Meskwaki Nation/1	300.34
Texas.Child.Sup/2	252.57
TotalAdmin.Serv/4	7,908.92
UAW.Local 893/1	148.48
United.Way/4	918.54

Payroll.Net

Payroll/1	278,045.93
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Refund/Reimbursed

GOODING.B/1	785.31
Siemers,E/1	591.36
Wilson,S/1	57.75

Service/Repairs

Arnold.Motor.Su/2	23.52
Caracas.Lang.So/1	67.60
Century.Link/40	525.73
Clemons.Inc./1	209.09
Devig,T/1	65.00
Ethington.Htg/1	100.00
Gale-Hazen,E/1	75.00
Gale-Hazen,K/1	180.00
HomePages.Holdi/1	805.00
Hubbard,S/1	80.00
Ia.Assoc.Hsg/1	45.00
Inland.Truck/1	1,704.61

Larry.Towing.Ti/1	75.00
Ledford,M/1	750.00
Marsh.Co.Landfi/1	10.45
McFarland.Cl/1	92.00
Mtn.Aviation/2	1,661.75
Partner.Comm/2	1,789.78
Quick,M/1	600.00
Shomo-Madsen/1	8,731.00
Tuttle.Plmbg/1	82.00
US CELLULAR/7	230.75
Verizon.Wireles/4	320.08

Supplies/Parts

911.Gold.Line./1	150.00
Adland.Engrvg/4	403.10
Allied.Systems/1	625.88
Arnold.Motor.Su/35	3,870.19
Atlantic.Bottli/1	470.66
BDH/2	129.14
Bobcat.Ames/2	341.08
Bound.Tree.Medi/1	17.69
Carpenter.Unfrm/4	942.30
Cessford.Constr/3	757.97
Cntrl.Office/6	177.53
Crop.Production/2	764.72
Dave.Wright.Bui/1	344.81
Deluxe.Business/1	79.06
Digital.Ally/2	520.00
Eastern.Ia.CCD/2	120.00
Fastenal.Co/4	87.46
FBINAA/1	375.00
Galls.LLC/3	435.59
Gillig.LLC/1	732.16
Hawkeye.Truck/2	1,183.46
In.Stitches/1	12.00
Midland.Scienti/4	501.46
Minuteman/1	3.00
Muni.Supply/1	401.44
Napa.Auto/13	423.74
Northern.Lights/1	53.66
Racom.Corp/1	310.00
Road.Machinery/1	322.25
Storey.Kenwrthy/6	300.36
Streichers.Inc/1	162.00
Truck.Vault/1	2,101.59
Tuttle.Plmbg/1	90.06
WW.Grainger/2	522.84

Travel/Training

Deemer,R/1	63.02
Roads,S/1	6.79
Svoboda,N/1	87.67
Weekley,S/1	19.52
Wegner,S/2	59.21

Utilities

AlliantEnergy/79	39,085.28
Consumr.Energy/2	458.14

Total/374	\$ 822,657.11
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Board and Commission Roster

Municipal Art Gallery Fisher Center

Department: Mayor
Dept. Phone: (641) 754-5712

Sec 2-182 - as per state law

<u>Term End Date</u>	<u>Member Contact Information</u>		
Indefinite	Dr David Clark Marshalltown, IA 50158		dvclark56@gmail.com Appointed:
Indefinite	Joel T.S. Greer 420 Hughes St Marshalltown, IA 50158	(641) 751-1221 (641) 752-5467	joel@cdrlaw.com Appointed:
Indefinite	Paul Gregoire Marshalltown, IA 50158		Paul.Gregoire@emerson.com Appointed:
Indefinite	David Norris Marshalltown, IA 50158		dunorris@marshallnet.com Appointed:
Indefinite	Julie Squires Marshalltown, IA 50158		squiersjulie@gmail.com Appointed:
Indefinite	Marie Watt Marshalltown, IA 50158		mimiwatt53@aol.com Appointed:
Indefinite	Dustin Wright 901 E Olive St #202 Marshalltown, IA 50158	(712) 261-0282	dustin.wright@unitypoint.org Appointed: 2/12/2018

Friday, February 23, 2018



State of Iowa gender equality statistics

Males - Count / %	5	71.43%
Females - Count / %	2	28.57%
Total Members	7	

CITY OF MARSHALLTOWN

APPLICATION FOR APPOINTMENT TO BOARDS AND COMMISSIONS

<i>DATE:</i> 02/20/2018				
<i>Last Name</i> Wright		<i>First Name</i> Dustin		<i>Middle Initial</i> J
<i>STREET ADDRESS</i> 901 E Olive St #202		<i>CITY</i> Marshalltown	<i>STATE</i> Iowa	<i>ZIP</i> 50158
<i>DAY PHONE #</i>	<i>EVENING PHONE #</i>		<i>CELL PHONE #</i> 712-261-0282	
<i>EMPLOYER: (If retired, please indicate last employer and position held.)</i>				
<i>Email address:</i> dustin.wright@unitypoint.org				

VOLUNTEER CIVIC/COMMUNITY ACTIVITY

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

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

- | | |
|--|---|
| ☐ Bike Path Committee
☐ Board of Adjustment
☐ Civil Service Commission
☐ Claims Appeal Board
☐ Coliseum Commission
☐ Dangerous Building Board of Appeals
☐ Electrical Appeals Board
☐ Electricians Examining Board
☐ Enterprise Zone
☐ Gas & Plumbing Board
☐ Housing Appeals Board
☐ Human Rights Commission | ☐ Investment Advisory Board
☐ Library Board
☐ Marshalltown Softball Association
☐ Municipal Art Gallery/Fisher Center
☐ Parks Advisory Committee
☐ Public Housing Advisory Governing Board
☐ Planning & Zoning Commission
☐ Trees Forever /Branching Out Committee
☐ Uniform Building Board of Appeals
☐ Uniform Fire Code Board of Appeals
Water Board
Other: _____ Fisher Community Center Board _____ |
|--|---|

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

- | | |
|--|---|
| ☐ Cable TV Advisory Committee
☐ Convention & Visitors Bureau (CVB)
☐ Landfill Commission
☐ Main Street Central Business (MCB) | ☐ Marshalltown Economic Development Impact Commission (MEDIC)
☐ 911 Commission
☐ Senior Citizen's Committee
☐ Sister City Ad Hoc Committee |
|--|---|

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

Was asked to serve as a community leader and accepted. Will bring governance best practice along with insight from a large employer in the community.

ATTENDANCE OF MEMBERS OF ALL BOARDS AND COMMISSION

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

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

Yes ☒

No ☐

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

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

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



Applicant Signature

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



POLICE DEPARTMENT

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

To: Civil Service Commission

From: Michael Tupper, Police Chief
Jill Petermeier, Human Resource Director

Re: Police Sergeant Promotional List

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

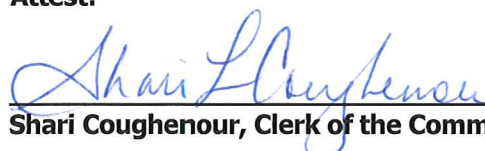
Rank	Name	Score (Actual/Total Possible)
1	Sadie Weekley	116.33/135
2	Casee Veren	113/135
3	A.J. Accola	107.17/135
4	Ramon Maxey, Jr.	106.83/135
5	Paul Heitman	104.83/135
5	Stephen Sheets	104.83/135
7	Brian Siegert	102.83/135
8	Juan Tejada	102.67/135
9	Chad Hillers	100.5/135
10	Justin Allen	99.33/135
11	Ryan Dehl	98.67/135
12	Brad Mausest	92.17/135
13	Andrew Cole	91.5/135
14	David Danielson	81.33/135

This list shall be valid for a period not to exceed February 12, 2020.

Certified by Civil Service Commission on February 12, 2018.


Civil Service Commission Chair

Attest:


Shari Coughenour, Clerk of the Commission


CITY COUNCIL
Sue Cahill, Mike Gowdy, Al Hoop,
Leon Lamer, Bill Martin, Bethany Wirin



Joel Greer, 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

February 15, 2018

To: Mayor Joel Greer
Members of the City Council

From: Finance Department

Re: December Monthly Financial Statements

Policy Issue: N/A

Recommendation: Staff recommends approving the Dec. 2017 monthly financial statements.

Background: The Finance department has prepared and reconciled the Dec. 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 6 months and the ending fund cash balance.
- Cash & Investments Report, which includes current balances and interest rates for all city investments.
- Monthly Budget Report, which reflects monthly and year-to-date revenues and expenses by each fund and then in summary. If the YTD Activity amount is less than the YTD Budget amount, it will show as unfavorable for revenues and favorable for expenses.

Items of interest this month:

*There were quarterly transfers into the General Fund of @ \$1.4 million (to cover Public Works wages from RUT; benefits from the Employee Benefit Fund and Police/Fire Retirement Fund; amount collected from the Emergency Tax levy; amount collected from the Local Option Sales Tax Council Designated up to budgeted amount of \$170,000.

*There were quarterly transfers out of the General Fund @\$96 thousand for the tax levy for Transit.

Attachment: December 2017 Financial Statements

cc: Jessica Kinser, City Administrator

City Council
Susan Cahill, Leon Lamer, Mike Gowdy,
Al Hoop, Bill Martin, Bethany Wirin





City of Marshalltown, IA

Fund Balance Report
As Of 12/31/17

Fund	Beginning Balance	Total Revenues	Total Expenses	Ending Balance
001 - GENERAL FUND	1,010,518.57	8,289,747.25	7,627,332.08	1,672,933.74
010 - CASH FLOW RESERVE FUND	2,067,220.00	9,344.10	-	2,076,564.10
030 - CAPITAL RESERVE	222,656.03	463,905.26	463,335.14	223,226.15
031 - CAPITAL RSRV-BLDG MAINT	433,540.11	11,292.45	12,300.00	432,532.56
032 - CIP LARGE VEHICLE/EQUIPMENT	-	-	-	-
050 - COLISEUM ACTIVITY FUND	3,996.94	19,762.74	23,925.33	(165.65)
110 - ROAD USE TAX	4,812,368.51	1,917,183.38	1,790,280.63	4,939,271.26
112 - EMPLOYEE BENEFITS FUND	2,261,648.85	1,363,741.99	1,187,339.19	2,438,051.65
117 - POLICE/FIRE RETIREMENT	599,680.42	625,451.74	572,461.55	652,670.61
119 - EMERGENCY FUND	-	123,165.83	123,165.83	-
121 - LOCAL OPTION SALES TAX	5,263,028.64	1,774,120.91	2,284,370.56	4,752,778.99
125 - TAX INCREMENT FINANCING	936,710.02	113,079.89	215,503.03	834,286.88
130 - CITY TORT LIABILITY	97,286.38	69,929.97	76,320.96	90,895.39
131 - SPECIAL ASSESSMENTS SURPLUS	-	-	-	-
132 - GRANTS-STATE/LOCAL AGENCIES	3,591.05	25,151.57	-	28,742.62
133 - UNDESIGNATED FEDERAL GRANTS	-	-	-	-
140 - PARK & REC DONATION FUND	98,892.74	133,201.46	183,395.48	48,698.72
141 - MTOWN TENNIS ASSOC	1,664.12	8.83	-	1,672.95
142 - SOFTBALL ASSOCIATION FUND	11,335.24	1,011.87	13,797.91	(1,450.80)
143 - NICHOLSON FORD REAP GRANT	-	-	-	-
144 - LIVE HEALTHY IOWA	5,307.70	26.11	381.48	4,952.33
150 - COPS FAST GRANTS	(5,385.09)	25,412.26	23,812.29	(3,785.12)
151 - DEPT OF JUSTICE GRANTS	(1,434.78)	12,789.23	12,405.74	(1,051.29)
152 - POLICE UNDESIGNATED GRANTS	(7,518.79)	37,371.50	62,200.97	(32,348.26)
153 - POLICE DEPT DONATION FUND	104,225.71	6,910.21	7,277.53	103,858.39
155 - (D)POLICE PENSION - SPEC REV	-	-	-	-
156 - FIRE DEPT DONATION FUND	3,198.21	19,220.09	4,260.18	18,158.12
157 - FIRE DEPT GRANTS	4,548.87	24.13	-	4,573.00
160 - ECONOMIC DEVELOPMENT GIFT	49,354.02	261.61	-	49,615.63
161 - SURETY DEPOSITS/SUBDIVIDER	10,296.52	54.57	-	10,351.09
170 - LIBRARY DONATION FUND	91,026.00	21,145.25	12,117.56	100,053.69
177 - SEIZED ASSETS (POLICE)	32,209.73	9,485.94	5,323.31	36,372.36
179 - OTHER COMM AND ECON DEVELOPMENT	-	-	-	-
180 - HOUSING GRANTS	35,462.31	185.28	1,845.07	33,802.52
181 - (D)HUD LEAD GRANT	12.37	-	-	12.37
182 - #4 HUD LEAD GRANT	9,267.11	-	-	9,267.11
183 - FY 08 EDI (ECON DEV INCENTIVE)	(12,029.25)	-	-	(12,029.25)
184 - VOUCHERS - 002, 003	189,187.01	621,173.23	695,205.24	115,155.00
185 - CDBG HOUSING GRANTS	-	-	7.00	(7.00)
186 - CBDG GRANTS-NSP	(19,675.33)	80,239.54	2,551.99	58,012.22
187 - HUD LEAD MATCH	40,262.42	-	-	40,262.42
188 - #5 HUD LEAD GRANT	(78,378.15)	763,182.57	699,179.23	(14,374.81)
190 - 911 SURCHARGE	530,417.81	160,114.05	104,891.75	585,640.11
200 - GO BONDS DEBT FUND	207,473.39	1,667,757.53	290,781.25	1,584,449.67
300 - CIP COLLECTION FUND	369,047.84	309,658.90	463,335.14	215,371.60
310 - FEDERAL STREET GRANTS	(877,399.09)	340,619.13	1,316.60	(538,096.56)
311 - RISE STREET GRANTS	(98,178.29)	-	-	(98,178.29)
312 - AIRPORT PROJECT FUND	(78,886.16)	44,781.00	475,859.97	(509,965.13)
320 - SPECIAL ASSESSMENT PROJECTS	(47,080.95)	7,779.00	-	(39,301.95)
340 - BIKE PATH PROJECT FUND	92,501.58	161,898.71	955,550.47	(701,150.18)
341 - TREES FOREVER PROJECT	1,196.00	2,123.49	1,098.95	2,220.54
350 - GO BONDS CAPITAL PROJECTS	8,388.19	44.46	-	8,432.65
351 - 2012 BOND CAPITAL PROJ FUND	-	-	-	-
352 - 2013 BOND PROCEEDS CAP PRJ	-	-	-	-
353 - 2014 GO BONDS	(13.73)	13.73	-	-
354 - POLICE & FIRE STATIONS	3,492,999.93	12,831,400.33	1,392,384.02	14,932,016.24
355 - 2015 GO BONDS (D&D)	169,029.14	827.38	57,985.04	111,871.48
356 - 2016 BONDS - STREET PROJECTS	1,847,200.44	1,376,668.73	3,537,399.93	(313,530.76)
357 - 2018 CY STREET PROJECTS	-	-	-	-
380 - (D) S CENTER STREET PROJECTS	-	-	-	-
381 - CAPITAL STREET PROJECTS	-	-	-	-
382 - PUBLIC WORKS FACILITY	1,265.98	4.46	1,270.44	-
383 - CARNEGIE/CITY HALL REVITALIZTN	-	-	-	-
391 - TIF DISTRICT II CAP PROJECTS	14,561.90	-	-	14,561.90
392 - TIF DISTRICT III CAP PROJECTS	7,851.75	34.27	14,272.62	(6,386.60)

393 - TIF DISTRICT IV CAP PROJECTS	(2,477.30)	88,907.90	85,564.06	866.54
610 - WATER POLLUTION CONTROL	2,002.91	2,334,676.74	2,749,119.15	(412,439.50)
611 - WPCP REVENUE	8,948,596.83	3,665,494.96	2,327,246.40	10,286,845.39
612 - WPCP REVENUE BOND FUND	311,843.76	2,058.74	130,080.00	183,822.50
613 - SEWER I/I PROJECT	-	-	-	-
614 - WPCP CAPITAL IMPROVEMENT RSRV	1,006,916.01	5,337.42	-	1,012,253.43
615 - WPCP PLANT & IMPROVEMENTS	-	-	390.00	(390.00)
616 - SANITARY SEWER REHAB PROJECT	0.10	-	290,150.80	(290,150.70)
617 - SANITARY SEWER NEW CONSTRUCTN	68,659.26	14,000.00	-	82,659.26
690 - TRANSIT OPERATING	117,704.41	238,155.21	312,815.22	43,044.40
691 - PARA TRANSIT	-	-	-	-
740 - STORM SEWER UTILITY	1,177,576.25	730,001.31	293,686.84	1,613,890.72
741 - 2016 GO STORM WATER PROJ	1,800,530.26	12,064.79	166,910.24	1,645,684.81
750 - COMPOSTING FACILITY	179,366.73	39,790.15	33,625.76	185,531.12
760 - P&R CONCESSIONS ENTERPRISE	10,326.18	20,445.78	47,076.89	(16,304.93)
881 - OCCUPATIONAL INSURANCE ESCROW	(849.93)	65,431.66	31,582.90	32,998.83
884 - GROUP HEALTH INSURANCE ESCROW	2,655,233.60	1,316,952.92	1,386,616.40	2,585,570.12
885 - FLEXIBLE BENEFITS FUND	-	-	-	-
886 - WORKMAN'S COMP DEDUCTIBLE FUND	37,319.60	197.61	87.52	37,429.69
899 - INVENTORY FUND	-	-	-	-
910 - POLICE PENSION - T & A	-	5,497.17	5,497.17	-
950 - SUBDIVIDER IMPROVEMENT ESCROW	-	-	-	-
951 - SALES TAX REIMBURSEMENT	1,523.34	1,417.48	4,332.18	(1,391.36)
952 - SURETY BONDS/DEPOSITS	1,501.21	216.51	-	1,717.72
953 - IA STATE SLEUTH USR GRP	14,971.67	-	-	14,971.67
954 - FRIENDS OF THE LIBRARY	-	-	-	-
955 - WATER WORKS ASSESSMENTS	-	-	-	-
991 - GOVERNMENTAL ASSETS	-	-	-	-
 TOTAL	 40,245,194.83	 41,981,952.28	 31,261,022.99	 50,966,124.12



Account	Name	Ending Balance	Interest Rate
BalObject: 0110 - US Bank Acct			
999.0110.000	CASH US BANK	36,562.58	0.00
Total BalObject: 0110 - US Bank Acct:		36,562.58	
BalObject: 0111 - UB&T Operating			
999.0111.000	UB&T Operating	8,364,564.83	1.61
Total BalObject: 0111 - UB&T Operating:		8,364,564.83	
BalObject: 0112 - UB&T AP			
999.0112.000	UB&T AP	11,546.61	1.61
Total BalObject: 0112 - UB&T AP:		11,546.61	
BalObject: 0113 - UB&T Payroll			
999.0113.000	UB&T Payroll	41,582.82	1.61
Total BalObject: 0113 - UB&T Payroll:		41,582.82	
BalObject: 0114 - UB&T Dev Inspections			
999.0114.000	UB&T Dev Inspections	30,418.24	1.61
Total BalObject: 0114 - UB&T Dev Inspections:		30,418.24	
BalObject: 0115 - UB&T HUD Admin			
999.0115.000	UB&T HUD Admin	126,407.93	1.61
Total BalObject: 0115 - UB&T HUD Admin:		126,407.93	
BalObject: 0116 - UB&T HUD HAP			
999.0116.000	UB&T HUD HAP	30,391.90	1.61
Total BalObject: 0116 - UB&T HUD HAP:		30,391.90	
BalObject: 0117 - UB&T Police			
999.0117.000	UB&T Police	25,259.97	1.61
Total BalObject: 0117 - UB&T Police:		25,259.97	
BalObject: 0120 - PETTY CASH			
610.0120.000	PETTY CASH	200.00	0.00
750.0120.000	PETTY CASH	200.00	0.00
Total BalObject: 0120 - PETTY CASH:		400.00	
BalObject: 0122 - PETTY CASH-CITY CLERK			
001.0122.000	PETTY CASH-CITY CLERK	750.00	0.00
Total BalObject: 0122 - PETTY CASH-CITY CLERK:		750.00	
BalObject: 0123 - PETTY CASH-LIBRARY			
001.0123.000	PETTY CASH-LIBRARY	100.00	0.00
Total BalObject: 0123 - PETTY CASH-LIBRARY:		100.00	
BalObject: 0125 - PETTY CASH-PARK			
001.0125.000	PETTY CASH-PARK	200.00	0.00
Total BalObject: 0125 - PETTY CASH-PARK:		200.00	
BalObject: 0130 - CASH HELD BY INSUR ADMI			
885.0130.000	CASH HELD BY INSUR ADMI	1.00	0.00
Total BalObject: 0130 - CASH HELD BY INSUR ADMI:		1.00	
BalObject: 0213 - CENTRAL STATE BNK MONEY MARKET			
999.0213.000	CENTRAL STATE BNK MONEY MARKET	2,552,888.07	1.16
Total BalObject: 0213 - CENTRAL STATE BNK MONEY MARKET:		2,552,888.07	

BalObject: 0216 - GREAT WESTERN BANK MM

354.0216.000	GREAT WESTERN BANK MM	540,593.49	1.36
612.0216.000	GREAT WESTERN BANK MM	357,072.88	1.36
741.0216.000	GREAT WESTERN BANK MM	1,736,188.74	1.36
999.0216.000	GREAT WESTERN BANK MM	2,516,786.03	1.36
Total BalObject: 0216 - GREAT WESTERN BANK MM:		5,150,641.14	

BalObject: 0242 - GREAT WESTRN CD (91-365 DYS)

121.0242.000	GREAT WESTRN CD (91-364 DAYS)	1,000,000.00	1.55-1.63
354.0242.000	GREAT WESTERN CD(91-364)	3,250,000.00	1.45-1.63
999.0242.000	GREAT WESTRN CD (91-364 DAYS)	1,503,616.44	.96-1.12
Total BalObject: 0242 - GREAT WESTRN CD (91-365 DYS):		5,753,616.44	

BalObject: 0243 - GNB CD (91-364 DYS)

354.0243.000	GNB CD (91-364 DAYS)	7,250,000.00	1.49-1.58
611.0243.000	GNB CD (91-364 DAYS)	500,000.00	1.32
884.0243.000	GNB CD (91-364 DAYS)	500,000.00	1.18
Total BalObject: 0243 - GNB CD (91-364 DYS):		8,250,000.00	

BalObject: 0247 - FRMRS SVGS BK CD (91-365)

010.0247.000	FRMRS SVGS BK CD (91-364 DAYS)	502,057.96	1.25
611.0247.000	FRMRS SVGS BK CD (91-364 DAYS)	500,641.10	1.57
999.0247.000	FRMRS SVGS BK CD (91-364 DAYS)	1,003,201.90	1.12-1.70
Total BalObject: 0247 - FRMRS SVGS BK CD (91-365):		2,005,900.96	

BalObject: 0250 - CENTRAL STATE BANK (91-365) CD

999.0250.000	CENTRAL STATE BANK (91-364 DAYS)	502,975.34	1.20
Total BalObject: 0250 - CENTRAL STATE BANK (91-365) CD:		502,975.34	

BalObject: 0252 - GNB 365 INV

354.0252.000	GNB CD (365 DAYS)	3,000,000.00	.92-1.65
884.0252.000	GNB CD (365 DAYS)	503,283.97	1.31
999.0252.000	GNB CD (365 DAYS)	1,503,283.97	1.31-1.46
Total BalObject: 0252 - GNB 365 INV:		5,006,567.94	

BalObject: 0262 - GREAT WESTERN BANK (> 1 YR CD)

010.0262.000	GREAT WESTRN CD (365 DAYS)	500,000.00	1.48
121.0262.000	GREAT WESTERN CD (365 DAYS)	1,000,000.00	1.68-1.81
611.0262.000	GREAT WESTRN CD (365 DAYS)	500,000.00	1.44
999.0262.000	GREAT WESTRN CD (365 DAYS)	3,000,000.00	1.15-1.81
Total BalObject: 0262 - GREAT WESTERN BANK (> 1 YR CD):		5,000,000.00	

BalObject: 0265 - IPAIT CD (365)

999.0265.000	IPAIT CD (365 DAYS)	500,000.00	1.50
Total BalObject: 0265 - IPAIT CD (365):		500,000.00	

BalObject: 0266 - CENTRAL STATE BANK CD (> 1 YR)

884.0266.000	CENTRAL STATE BANK (365 DAYS)	1,009,522.56	0.95
999.0266.000	CENTRAL STATE BANK (365 DAYS)	4,520,981.51	1.30-1.75
Total BalObject: 0266 - CENTRAL STATE BANK CD (> 1 YR):		5,530,504.07	

BalObject: 0267 - FARMERS CD (> 1 YR)

611.0267.000	FRMRS SVGS BK CD (365)	500,000.00	1.72
999.0267.000	FRMRS SVGS BK CD (365 DAYS)	1,507,719.10	1.17-1.72
Total BalObject: 0267 - FARMERS CD (> 1 YR):		2,007,719.10	

BalObject: 9999 - POOLED CASH

999.0999.000	POOLED CASH BALANCE	37,125.18	0.00
		37,125.18	

Grand Total:	50,966,124.12
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City of Marshalltown, IA

Monthly Budget Report - Marshalltown
For Fiscal: Current Period Ending:12/31/2017

		December Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 001 - GENERAL FUND						
	Revenue	1,965,151.94	7,660,396.02	8,289,747.25	629,351.23	15,320,796.00
	Expense	1,281,729.88	7,787,053.68	7,627,332.08	159,721.60	15,574,133.00
	TOTAL:	683,422.06	(126,657.66)	662,415.17	789,072.83	(253,337.00)
Fund: 010 - CASH FLOW RESERVE FUND						
	Revenue	1,517.52	2,499.96	9,344.10	6,844.14	5,000.00
	TOTAL:	1,517.52	2,499.96	9,344.10	6,844.14	5,000.00
Fund: 030 - CAPITAL RESERVE						
	Revenue	260,894.48	307,494.48	463,905.26	156,410.78	614,989.00
	Expense	32,747.50	308,619.24	463,335.14	(154,715.90)	617,239.00
	TOTAL:	228,146.98	(1,124.76)	570.12	1,694.88	(2,250.00)
Fund: 031 - CAPITAL RSRV-BLDG MAINT						
	Revenue	9,412.94	375.00	11,292.45	10,917.45	750.00
	Expense	9,009.50	13,374.96	12,300.00	1,074.96	26,750.00
	TOTAL:	403.44	(12,999.96)	(1,007.55)	11,992.41	(26,000.00)
Fund: 050 - COLISEUM ACTIVITY FUND						
	Revenue	5,221.48	10,962.90	19,762.74	8,799.84	21,926.00
	Expense	3,632.23	19,334.40	23,925.33	(4,590.93)	38,670.00
	TOTAL:	1,589.25	(8,371.50)	(4,162.59)	4,208.91	(16,744.00)
Fund: 110 - ROAD USE TAX						
	Revenue	275,964.67	1,650,000.00	1,917,183.38	267,183.38	3,300,000.00
	Expense	396,681.91	1,742,094.84	1,790,280.63	(48,185.79)	3,485,203.00
	TOTAL:	(120,717.24)	(92,094.84)	126,902.75	218,997.59	(185,203.00)
Fund: 112 - EMPLOYEE BENEFITS FUND						
	Revenue	601,416.72	1,302,033.00	1,363,741.99	61,708.99	2,604,066.00
	Expense	609,323.05	1,314,269.94	1,187,339.19	126,930.75	2,628,540.00
	TOTAL:	(7,906.33)	(12,236.94)	176,402.80	188,639.74	(24,474.00)
Fund: 117 - POLICE/FIRE RETIREMENT						
	Revenue	46,944.71	580,574.94	625,451.74	44,876.80	1,161,150.00
	Expense	332,315.40	574,180.98	572,461.55	1,719.43	1,148,362.00
	TOTAL:	(285,370.69)	6,393.96	52,990.19	46,596.23	12,788.00

		December Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 119 - EMERGENCY FUND						
	Revenue	9,182.79	114,389.46	123,165.83	8,776.37	228,779.00
	Expense	120,796.60	114,389.46	123,165.83	(8,776.37)	228,779.00
	TOTAL:	(111,613.81)	-	-	-	-
Fund: 121 - LOCAL OPTION SALES TAX						
	Revenue	362,549.74	2,051,344.92	1,774,120.91	(277,224.01)	4,102,690.00
	Expense	675,580.64	2,009,999.94	2,284,370.56	(274,370.62)	4,020,000.00
	TOTAL:	(313,030.90)	41,344.98	(510,249.65)	(551,594.63)	82,690.00
Fund: 125 - TAX INCREMENT FINANCING						
	Revenue	7,286.36	93,259.44	113,079.89	19,820.45	186,519.00
	Expense	94,907.90	307,571.40	215,503.03	92,068.37	615,143.00
	TOTAL:	(87,621.54)	(214,311.96)	(102,423.14)	111,888.82	(428,624.00)
Fund: 130 - CITY TORT LIABILITY						
	Revenue	84.78	99.96	69,929.97	69,830.01	200.00
	Expense	-	7,499.94	76,320.96	(68,821.02)	15,000.00
	TOTAL:	84.78	(7,399.98)	(6,390.99)	1,008.99	(14,800.00)
Fund: 132 - GRANTS-STATE/LOCAL AGENCIES						
	Revenue	26.81	-	25,151.57	25,151.57	-
	TOTAL:	26.81	-	25,151.57	25,151.57	-
Fund: 140 - PARK & REC DONATION FUND						
	Revenue	17,662.76	6,499.98	133,201.46	126,701.48	13,000.00
	Expense	1,195.74	9,573.30	183,395.48	(173,822.18)	19,147.00
	TOTAL:	16,467.02	(3,073.32)	(50,194.02)	(47,120.70)	(6,147.00)
Fund: 141 - MTOWN TENNIS ASSOC						
	Revenue	1.56	-	8.83	8.83	-
	TOTAL:	1.56	-	8.83	8.83	-
Fund: 142 - SOFTBALL ASSOCIATION FUND						
	Revenue	-	-	1,011.87	1,011.87	-
	Expense	-	-	13,797.91	(13,797.91)	-
	TOTAL:	-	-	(12,786.04)	(12,786.04)	-
Fund: 144 - LIVE HEALTHY IOWA						
	Revenue	4.62	3,199.98	26.11	(3,173.87)	6,400.00
	Expense	-	2,928.72	381.48	2,547.24	5,858.00
	TOTAL:	4.62	271.26	(355.37)	(626.63)	542.00
Fund: 150 - COPS FAST GRANTS						
	Revenue	5,340.93	24,499.98	25,412.26	912.28	49,000.00
	Expense	(5,316.70)	22,100.40	23,812.29	(1,711.89)	44,201.00
	TOTAL:	10,657.63	2,399.58	1,599.97	(799.61)	4,799.00

		December Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 151 - DEPT OF JUSTICE GRANTS						
	Revenue	694.12	11,499.96	12,789.23	1,289.27	23,000.00
	Expense	-	11,499.96	12,405.74	(905.78)	23,000.00
	TOTAL:	694.12	-	383.49	383.49	-
Fund: 152 - POLICE UNDESIGNATED GRANTS						
	Revenue	2,602.40	43,380.96	37,371.50	(6,009.46)	86,762.00
	Expense	2,324.01	38,744.94	62,200.97	(23,456.03)	77,490.00
	TOTAL:	278.39	4,636.02	(24,829.47)	(29,465.49)	9,272.00
Fund: 153 - POLICE DEPT DONATION FUND						
	Revenue	466.87	1,199.94	6,910.21	5,710.27	2,400.00
	Expense	48.75	4,099.86	7,277.53	(3,177.67)	8,200.00
	TOTAL:	418.12	(2,899.92)	(367.32)	2,532.60	(5,800.00)
Fund: 156 - FIRE DEPT DONATION FUND						
	Revenue	116.94	-	19,220.09	19,220.09	-
	Expense	4,260.18	-	4,260.18	(4,260.18)	-
	TOTAL:	(4,143.24)	-	14,959.91	14,959.91	-
Fund: 157 - FIRE DEPT GRANTS						
	Revenue	4.27	-	24.13	24.13	-
	TOTAL:	4.27	-	24.13	24.13	-
Fund: 160 - ECONOMIC DEVELOPMENT GIFT						
	Revenue	46.28	-	261.61	261.61	-
	TOTAL:	46.28	-	261.61	261.61	-
Fund: 161 - SURETY DEPOSITS/SUBDIVIDER						
	Revenue	9.65	-	54.57	54.57	-
	TOTAL:	9.65	-	54.57	54.57	-
Fund: 170 - LIBRARY DONATION FUND						
	Revenue	7,586.02	9,999.96	21,145.25	11,145.29	20,000.00
	Expense	598.95	6,849.90	12,117.56	(5,267.66)	13,700.00
	TOTAL:	6,987.07	3,150.06	9,027.69	5,877.63	6,300.00
Fund: 177 - SEIZED ASSETS (POLICE)						
	Revenue	266.00	1,699.98	9,485.94	7,785.96	3,400.00
	Expense	1,061.28	1,499.94	5,323.31	(3,823.37)	3,000.00
	TOTAL:	(795.28)	200.04	4,162.63	3,962.59	400.00
Fund: 180 - HOUSING GRANTS						
	Revenue	31.53	2,499.96	185.28	(2,314.68)	5,000.00
	Expense	691.39	1,034.82	1,845.07	(810.25)	2,070.00
	TOTAL:	(659.86)	1,465.14	(1,659.79)	(3,124.93)	2,930.00

		December Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 182 - #4 HUD LEAD GRANT						
	Revenue	-	56,418.48	-	(56,418.48)	112,837.00
	TOTAL:	-	56,418.48	-	(56,418.48)	112,837.00
Fund: 184 - VOUCHERS - 002, 003						
	Revenue	130,197.81	697,314.84	621,173.23	(76,141.61)	1,394,630.00
	Expense	120,421.66	694,574.40	695,205.24	(630.84)	1,389,150.00
	TOTAL:	9,776.15	2,740.44	(74,032.01)	(76,772.45)	5,480.00
Fund: 185 - CDBG HOUSING GRANTS						
	Expense	-	-	7.00	(7.00)	-
	TOTAL:	-	-	(7.00)	(7.00)	-
Fund: 186 - CBDG GRANTS-NSP						
	Revenue	-	-	80,239.54	80,239.54	-
	Expense	-	4,015.38	2,551.99	1,463.39	8,031.00
	TOTAL:	-	(4,015.38)	77,687.55	81,702.93	(8,031.00)
Fund: 187 - HUD LEAD MATCH						
	Expense	-	13,393.86	-	13,393.86	26,788.00
	TOTAL:	-	(13,393.86)	-	13,393.86	(26,788.00)
Fund: 188 - #5 HUD LEAD GRANT						
	Revenue	114,408.84	760,099.92	763,182.57	3,082.65	1,520,200.00
	Expense	40,578.96	616,045.68	699,179.23	(83,133.55)	1,232,093.00
	TOTAL:	73,829.88	144,054.24	64,003.34	(80,050.90)	288,107.00
Fund: 190 - 911 SURCHARGE						
	Revenue	546.26	149,999.94	160,114.05	10,114.11	300,000.00
	Expense	3,309.65	149,999.34	104,891.75	45,107.59	300,000.00
	TOTAL:	(2,763.39)	0.60	55,222.30	55,221.70	-
Fund: 200 - GO BONDS DEBT FUND						
	Revenue	125,338.24	2,157,214.32	1,667,757.53	(489,456.79)	4,314,429.00
	Expense	-	2,075,286.00	290,781.25	1,784,504.75	4,150,572.00
	TOTAL:	125,338.24	81,928.32	1,376,976.28	1,295,047.96	163,857.00
Fund: 300 - CIP COLLECTION FUND						
	Revenue	23,157.56	286,847.40	309,658.90	22,811.50	573,695.00
	Expense	260,686.27	307,369.50	463,335.14	(155,965.64)	614,739.00
	TOTAL:	(237,528.71)	(20,522.10)	(153,676.24)	(133,154.14)	(41,044.00)
Fund: 310 - FEDERAL STREET GRANTS						
	Revenue	102,841.98	42,900.00	340,619.13	297,719.13	85,800.00
	Expense	-	-	1,316.60	(1,316.60)	-
	TOTAL:	102,841.98	42,900.00	339,302.53	296,402.53	85,800.00
Fund: 312 - AIRPORT PROJECT FUND						
	Revenue	-	156,600.00	44,781.00	(111,819.00)	313,200.00
	Expense	557.50	174,349.92	475,859.97	(301,510.05)	348,700.00
	TOTAL:	(557.50)	(17,749.92)	(431,078.97)	(413,329.05)	(35,500.00)

		December Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 320 - SPECIAL ASSESSMENT PROJECTS						
	Revenue	-	12,499.98	7,779.00	(4,720.98)	25,000.00
	TOTAL:	-	12,499.98	7,779.00	(4,720.98)	25,000.00
Fund: 340 - BIKE PATH PROJECT FUND						
	Revenue	-	189,166.50	161,898.71	(27,267.79)	378,333.00
	Expense	20,329.59	253,893.42	955,550.47	(701,657.05)	507,787.00
	TOTAL:	(20,329.59)	(64,726.92)	(793,651.76)	(728,924.84)	(129,454.00)
Fund: 341 - TREES FOREVER PROJECT						
	Revenue	2.07	1,500.00	2,123.49	623.49	3,000.00
	Expense	-	1,500.00	1,098.95	401.05	3,000.00
	TOTAL:	2.07	-	1,024.54	1,024.54	-
Fund: 350 - GO BONDS CAPITAL PROJECTS						
	Revenue	7.87	3,603.00	44.46	(3,558.54)	7,206.00
	TOTAL:	7.87	3,603.00	44.46	(3,558.54)	7,206.00
Fund: 353 - 2014 GO BONDS						
	Revenue	13.73	-	13.73	13.73	-
	Expense	(81,684.42)	-	-	-	-
	TOTAL:	81,698.15	-	13.73	13.73	-
Fund: 354 - POLICE & FIRE STATIONS						
	Revenue	13,320.63	6,350,499.96	12,831,400.33	6,480,900.37	12,701,000.00
	Expense	338,792.08	4,735,149.90	1,392,384.02	3,342,765.88	9,470,300.00
	TOTAL:	(325,471.45)	1,615,350.06	11,439,016.31	9,823,666.25	3,230,700.00
Fund: 355 - 2015 GO BONDS (D&D)						
	Revenue	104.35	-	827.38	827.38	-
	Expense	51,348.96	-	57,985.04	(57,985.04)	-
	TOTAL:	(51,244.61)	-	(57,157.66)	(57,157.66)	-
Fund: 356 - 2016 BONDS - STREET PROJECTS						
	Revenue	(433.27)	4,999.98	1,376,668.73	1,371,668.75	10,000.00
	Expense	283,548.48	944,464.38	3,537,399.93	(2,592,935.55)	1,888,929.00
	TOTAL:	(283,981.75)	(939,464.40)	(2,160,731.20)	(1,221,266.80)	(1,878,929.00)
Fund: 382 - PUBLIC WORKS FACILITY						
	Revenue	-	-	4.46	4.46	-
	Expense	-	-	1,270.44	(1,270.44)	-
	TOTAL:	-	-	(1,265.98)	(1,265.98)	-
Fund: 392 - TIF DISTRICT III CAP PROJECTS						
	Revenue	-	12.48	34.27	21.79	25.00
	Expense	14,272.62	-	14,272.62	(14,272.62)	-
	TOTAL:	(14,272.62)	12.48	(14,238.35)	(14,250.83)	25.00
Fund: 393 - TIF DISTRICT IV CAP PROJECTS						
	Revenue	88,907.90	24,999.96	88,907.90	63,907.94	50,000.00
	Expense	83,110.33	24,999.96	85,564.06	(60,564.10)	50,000.00
	TOTAL:	5,797.57	-	3,343.84	3,343.84	-

		December Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 610 - WATER POLLUTION CONTROL						
	Revenue	4,018.50	-	2,334,676.74	2,334,676.74	-
	Expense	419,087.69	3,613,816.62	2,749,119.15	864,697.47	7,227,637.00
	TOTAL:	(415,069.19)	(3,613,816.62)	(414,442.41)	3,199,374.21	(7,227,637.00)
Fund: 611 - WPCP REVENUE						
	Revenue	440,055.47	3,658,447.74	3,665,494.96	7,047.22	7,316,896.00
	Expense	-	-	2,327,246.40	(2,327,246.40)	-
	TOTAL:	440,055.47	3,658,447.74	1,338,248.56	(2,320,199.18)	7,316,896.00
Fund: 612 - WPCP REVENUE BOND FUND						
	Revenue	405.97	-	2,058.74	2,058.74	-
	Expense	6,465.00	-	130,080.00	(130,080.00)	-
	TOTAL:	(6,059.03)	-	(128,021.26)	(128,021.26)	-
Fund: 614 - WPCP CAPITAL IMPROVEMENT RSRV						
	Revenue	944.18	1,350.00	5,337.42	3,987.42	2,700.00
	TOTAL:	944.18	1,350.00	5,337.42	3,987.42	2,700.00
Fund: 615 - WPCP PLANT & IMPROVEMENTS						
	Expense	-	-	390.00	(390.00)	-
	TOTAL:	-	-	(390.00)	(390.00)	-
Fund: 616 - SANITARY SEWER REHAB PROJECT						
	Revenue	-	1,374,999.96	-	(1,374,999.96)	2,750,000.00
	Expense	(3,189.70)	899,999.94	290,150.80	609,849.14	1,800,000.00
	TOTAL:	3,189.70	475,000.02	(290,150.80)	(765,150.82)	950,000.00
Fund: 617 - SANITARY SEWER NEW CONSTRUCTN						
	Revenue	300.00	-	14,000.00	14,000.00	-
	TOTAL:	300.00	-	14,000.00	14,000.00	-
Fund: 690 - TRANSIT OPERATING						
	Revenue	104,080.33	504,923.28	238,155.21	(266,768.07)	1,009,847.00
	Expense	51,512.53	588,495.18	312,815.22	275,679.96	1,176,992.00
	TOTAL:	52,567.80	(83,571.90)	(74,660.01)	8,911.89	(167,145.00)
Fund: 740 - STORM SEWER UTILITY						
	Revenue	136,249.80	738,999.96	730,001.31	(8,998.65)	1,478,000.00
	Expense	41,041.25	462,836.34	293,686.84	169,149.50	925,675.00
	TOTAL:	95,208.55	276,163.62	436,314.47	160,150.85	552,325.00
Fund: 741 - 2016 GO STORM WATER PROJ						
	Revenue	8,331.46	-	12,064.79	12,064.79	-
	Expense	139,725.24	349,999.98	166,910.24	183,089.74	700,000.00
	TOTAL:	(131,393.78)	(349,999.98)	(154,845.45)	195,154.53	(700,000.00)
Fund: 750 - COMPOSTING FACILITY						
	Revenue	4,846.65	34,254.36	39,790.15	5,535.79	68,509.00
	Expense	5,348.76	103,632.60	33,625.76	70,006.84	207,266.00
	TOTAL:	(502.11)	(69,378.24)	6,164.39	75,542.63	(138,757.00)

	December Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
Fund: 760 - P&R CONCESSIONS ENTERPRISE					
Revenue	-	19,149.96	20,445.78	1,295.82	38,300.00
Expense	431.02	20,428.08	47,076.89	(26,648.81)	40,857.00
TOTAL:	(431.02)	(1,278.12)	(26,631.11)	(25,352.99)	(2,557.00)
Fund: 881 - OCCUPATIONAL INSURANCE ESCROW					
Revenue	9,815.91	-	65,431.66	65,431.66	-
Expense	398.47	-	31,582.90	(31,582.90)	-
TOTAL:	9,417.44	-	33,848.76	33,848.76	-
Fund: 884 - GROUP HEALTH INSURANCE ESCROW					
Revenue	214,438.08	-	1,316,952.92	1,316,952.92	-
Expense	236,920.35	-	1,386,616.40	(1,386,616.40)	-
TOTAL:	(22,482.27)	-	(69,663.48)	(69,663.48)	-
Fund: 886 - WORKMAN'S COMP DEDUCTIBLE FUND					
Revenue	34.91	-	197.61	197.61	-
Expense	25.00	-	87.52	(87.52)	-
TOTAL:	9.91	-	110.09	110.09	-
Fund: 910 - POLICE PENSION - T & A					
Revenue	2,355.93	-	5,497.17	5,497.17	-
Expense	785.31	-	5,497.17	(5,497.17)	-
TOTAL:	1,570.62	-	-	-	-
GRAND TOTAL	(490,630.76)	773,741.70	10,723,627.48	9,949,885.78	1,546,433.00

Fund Summary

	December Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
001 - GENERAL FUND	683,422.06	(126,657.66)	662,415.17	789,072.83	(253,337.00)
010 - CASH FLOW RESERVE FUND	1,517.52	2,499.96	9,344.10	6,844.14	5,000.00
030 - CAPITAL RESERVE	228,146.98	(1,124.76)	570.12	1,694.88	(2,250.00)
031 - CAPITAL RSRV-BLDG MAINT	403.44	(12,999.96)	(1,007.55)	11,992.41	(26,000.00)
050 - COLISEUM ACTIVITY FUND	1,589.25	(8,371.50)	(4,162.59)	4,208.91	(16,744.00)
110 - ROAD USE TAX	(120,717.24)	(92,094.84)	126,902.75	218,997.59	(185,203.00)
112 - EMPLOYEE BENEFITS FUND	(7,906.33)	(12,236.94)	176,402.80	188,639.74	(24,474.00)
117 - POLICE/FIRE RETIREMENT	(285,370.69)	6,393.96	52,990.19	46,596.23	12,788.00
119 - EMERGENCY FUND	(111,613.81)	-	-	-	-
121 - LOCAL OPTION SALES TAX	(313,030.90)	41,344.98	(510,249.65)	(551,594.63)	82,690.00
125 - TAX INCREMENT FINANCING	(87,621.54)	(214,311.96)	(102,423.14)	111,888.82	(428,624.00)
130 - CITY TORT LIABILITY	84.78	(7,399.98)	(6,390.99)	1,008.99	(14,800.00)
132 - GRANTS-STATE/LOCAL AGENCIES	26.81	-	25,151.57	25,151.57	-
140 - PARK & REC DONATION FUND	16,467.02	(3,073.32)	(50,194.02)	(47,120.70)	(6,147.00)
141 - MTOWN TENNIS ASSOC	1.56	-	8.83	8.83	-
142 - SOFTBALL ASSOCIATION FUND	-	-	(12,786.04)	(12,786.04)	-
144 - LIVE HEALTHY IOWA	4.62	271.26	(355.37)	(626.63)	542.00
150 - COPS FAST GRANTS	10,657.63	2,399.58	1,599.97	(799.61)	4,799.00
151 - DEPT OF JUSTICE GRANTS	694.12	-	383.49	383.49	-
152 - POLICE UNDESIGNATED GRANTS	278.39	4,636.02	(24,829.47)	(29,465.49)	9,272.00
153 - POLICE DEPT DONATION FUND	418.12	(2,899.92)	(367.32)	2,532.60	(5,800.00)
156 - FIRE DEPT DONATION FUND	(4,143.24)	-	14,959.91	14,959.91	-
157 - FIRE DEPT GRANTS	4.27	-	24.13	24.13	-
160 - ECONOMIC DEVELOPMENT GIFT	46.28	-	261.61	261.61	-
161 - SURETY DEPOSITS/SUBDIVIDER	9.65	-	54.57	54.57	-
170 - LIBRARY DONATION FUND	6,987.07	3,150.06	9,027.69	5,877.63	6,300.00
177 - SEIZED ASSETS (POLICE)	(795.28)	200.04	4,162.63	3,962.59	400.00
180 - HOUSING GRANTS	(659.86)	1,465.14	(1,659.79)	(3,124.93)	2,930.00
182 - #4 HUD LEAD GRANT	-	56,418.48	-	(56,418.48)	112,837.00
184 - VOUCHERS - 002, 003	9,776.15	2,740.44	(74,032.01)	(76,772.45)	5,480.00
185 - CDBG HOUSING GRANTS	-	-	(7.00)	(7.00)	-
186 - CBDG GRANTS-NSP	-	(4,015.38)	77,687.55	81,702.93	(8,031.00)
187 - HUD LEAD MATCH	-	(13,393.86)	-	13,393.86	(26,788.00)
188 - #5 HUD LEAD GRANT	73,829.88	144,054.24	64,003.34	(80,050.90)	288,107.00
190 - 911 SURCHARGE	(2,763.39)	0.60	55,222.30	55,221.70	-
200 - GO BONDS DEBT FUND	125,338.24	81,928.32	1,376,976.28	1,295,047.96	163,857.00

	December Activity	YTD Budget	YTD Activity	Variance Favorable (Unfavorable)	Total Budget
300 - CIP COLLECTION FUND	(237,528.71)	(20,522.10)	(153,676.24)	(133,154.14)	(41,044.00)
310 - FEDERAL STREET GRANTS	102,841.98	42,900.00	339,302.53	296,402.53	85,800.00
312 - AIRPORT PROJECT FUND	(557.50)	(17,749.92)	(431,078.97)	(413,329.05)	(35,500.00)
320 - SPECIAL ASSESSMENT PROJECTS	-	12,499.98	7,779.00	(4,720.98)	25,000.00
340 - BIKE PATH PROJECT FUND	(20,329.59)	(64,726.92)	(793,651.76)	(728,924.84)	(129,454.00)
341 - TREES FOREVER PROJECT	2.07	-	1,024.54	1,024.54	-
350 - GO BONDS CAPITAL PROJECTS	7.87	3,603.00	44.46	(3,558.54)	7,206.00
353 - 2014 GO BONDS	81,698.15	-	13.73	13.73	-
354 - POLICE & FIRE STATIONS	(325,471.45)	1,615,350.06	11,439,016.31	9,823,666.25	3,230,700.00
355 - 2015 GO BONDS (D&D)	(51,244.61)	-	(57,157.66)	(57,157.66)	-
356 - 2016 BONDS - STREET PROJECTS	(283,981.75)	(939,464.40)	(2,160,731.20)	(1,221,266.80)	(1,878,929.00)
382 - PUBLIC WORKS FACILITY	-	-	(1,265.98)	(1,265.98)	-
392 - TIF DISTRICT III CAP PROJECTS	(14,272.62)	12.48	(14,238.35)	(14,250.83)	25.00
393 - TIF DISTRICT IV CAP PROJECTS	5,797.57	-	3,343.84	3,343.84	-
610 - WATER POLLUTION CONTROL	(415,069.19)	(3,613,816.62)	(414,442.41)	3,199,374.21	(7,227,637.00)
611 - WPCP REVENUE	440,055.47	3,658,447.74	1,338,248.56	(2,320,199.18)	7,316,896.00
612 - WPCP REVENUE BOND FUND	(6,059.03)	-	(128,021.26)	(128,021.26)	-
614 - WPCP CAPITAL IMPROVEMENT RSRV	944.18	1,350.00	5,337.42	3,987.42	2,700.00
615 - WPCP PLANT & IMPROVEMENTS	-	-	(390.00)	(390.00)	-
616 - SANITARY SEWER REHAB PROJECT	3,189.70	475,000.02	(290,150.80)	(765,150.82)	950,000.00
617 - SANITARY SEWER NEW CONSTRUCTN	300.00	-	14,000.00	14,000.00	-
690 - TRANSIT OPERATING	52,567.80	(83,571.90)	(74,660.01)	8,911.89	(167,145.00)
740 - STORM SEWER UTILITY	95,208.55	276,163.62	436,314.47	160,150.85	552,325.00
741 - 2016 GO STORM WATER PROJ	(131,393.78)	(349,999.98)	(154,845.45)	195,154.53	(700,000.00)
750 - COMPOSTING FACILITY	(502.11)	(69,378.24)	6,164.39	75,542.63	(138,757.00)
760 - P&R CONCESSIONS ENTERPRISE	(431.02)	(1,278.12)	(26,631.11)	(25,352.99)	(2,557.00)
881 - OCCUPATIONAL INSURANCE ESCROW	9,417.44	-	33,848.76	33,848.76	-
884 - GROUP HEALTH INSURANCE ESCROW	(22,482.27)	-	(69,663.48)	(69,663.48)	-
886 - WORKMAN'S COMP DEDUCTIBLE FUND	9.91	-	110.09	110.09	-
910 - POLICE PENSION - T & A	1,570.62	-	-	-	-
TOTAL	(490,630.76)	773,741.70	10,723,627.48	9,949,885.78	1,546,433.00

*This report does not include City agency funds, 951,952,953.

MARSHALLTOWN

I O W A

CITY CLERK'S OFFICE

24 N Center Street
Marshalltown, IA 50158
641-754-5701
clerk@marshalltown-ia.gov

February 23, 2018

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

From: Shari L. Coughenour, CMC, City Clerk

Re: Records Retention Schedule

Policy Issue: The city is required to maintain records pursuant to Iowa Chapter 21.

Recommendation: Staff recommends adopting the retention schedule produced by the Iowa League of Cities Record Retention Manual for Iowa Cities, dated October 2012, produced by the Iowa League of Cities, State Historical Society of Iowa's State Archives and Records Bureau and Iowa Municipal Finance Officers Association.

Background: Policy refers to the Iowa League of Cities retention schedule but it has not been officially adopted.

Budget Impact: Efficiency.

Attachment: Schedule, Resolution adopting schedule.

Schedule 1: Administrative and Legal Records, Continued

Record Title	Retention Period	Reason
II. Real Property		
A. Title Documents		
1. Deeds	Permanent	<i>Code of Iowa</i> , 372.13(5). Also continuing legal, administrative and historical value.
2. Title Opinions	Permanent	<i>Code of Iowa</i> , 372.13(5). Also continuing legal, administrative and historical value.
3. Abstracts and Certificates of Title	Permanent	<i>Code of Iowa</i> , 372.13(5). Also continuing legal, administrative and historical value.
4. Title Insurance	Permanent	<i>Code of Iowa</i> , 372.13(5). Also continuing legal, administrative and historical value.
5. Condemnation Proceedings	Permanent	<i>Code of Iowa</i> , 372.13(5). Also continuing legal, administrative and historical value.
B. Easements and/or Right of Way Agreements	Permanent	<i>Code of Iowa</i> , 372.13(5). Also continuing legal, administrative and historical value.
C. Plats (legal descriptions, maps, plat books, both current and outdated)	Permanent	<i>Code of Iowa</i> , 372.13(5). Also continuing legal, administrative and historical value.
D. Vacations/Alterations of Plat	Permanent	<i>Code of Iowa</i> , 372.13(5). Also continuing legal, administrative and historical value.
E. Annexation Files	Permanent	<i>Code of Iowa</i> , 372.13(5). Also continuing legal, administrative and historical value.
III. Permits and Licenses		
A. Cigarette	5 years	Administrative and legal value ends
B. Dog or Cat	5 years	Administrative and legal value ends
C. Liquor and Beer	5 years	Administrative and legal value ends
D. Restaurant	5 years	Administrative and legal value ends
E. Miscellaneous Business (peddler, taxi, etc.)	5 years	Administrative and legal value ends
F. Special Events (parades, festivals, etc.)	5 years	Administrative and legal value ends
IV. General		
A. Accidents on City Property Involving City		
1. Claims Settled out of Court	10 years after settlement	Legal value ends
2. Court Decisions	Permanent	Continuing legal value
B. Bids		
1. Accepted	5 years	Legal and fiscal value ends
2. Rejected	5 years or 1 year after audit	Legal and fiscal value ends

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Schedule 1: Administrative and Legal Records, Continued

Record Title	Retention Period	Reason
3. Civil Case – Closed	5 years	Administrative value ends
4. Citations	5 years	Administrative value ends
M. Legal Opinions		
1. Informal Opinions	5 years	Administrative and legal value ends
2. Formal Opinions	Permanent	Continuing legal value
N. Maps, Current and Outdated (road, street, zoning, park, flood plain, topography, utilities, etc.)	Permanent	Continuing administrative and historical value
O. Minutes of Boards and Commissions	Permanent	Continuing administrative and historical value
P. Notices Sent to Citizens to Comply with Ordinances (including nuisance abatement notices)	5 years after disposition	Administrative and legal value ends
Q. Petitions from Citizens	5 years after issue closed; appraise significant issues for permanent retention	Administrative and legal value ends; possible historical value
R. Promotional Materials		
1. City Newsletters	Permanent	Continuing historical value
2. Advertising Contracts	5 years	Administrative and legal value ends
3. Press Releases	5 years	Administrative value ends
4. Pamphlets, Brochures	Appraise for permanent retention	Possible historical value
5. Newspaper Clippings	Permanent	Continuing historical value
S. Photos, Scrapbooks	Appraise for permanent retention	Possible historical value
T. Reports from Departments		
1. Monthly	5 years	Administrative value ends
2. Annual	Permanent	Continuing historical value
U. Studies, Surveys		
1. From an Outside Source	As long as administratively useful	Administrative value ends
2. Pertaining Directly to City	Appraise for permanent retention	Possible historical value
V. Election Records		
1. Precinct Maps, Current and Outdated	Permanent	Continuing historical value
2. City Elections		

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Schedule 1: Administrative and Legal Records

Record Title	Retention Period	Reason
I. Council Proceedings		
A. Minutes		
1. Official Copy	Permanent	<i>Code of Iowa</i> , 372.13(5). Also continuing legal, administrative and historical value.
2. Working Copies	As long as administratively useful; then destroy	Administrative value ends
3. Index	Permanent	Continuing administrative and historical value
4. Audio Recordings of Closed Sessions	1 year from date of meeting; unless required to retain due to pending legislation	<i>Code of Iowa</i> , 21.5(4). Administrative and legal value ends.
5. Agendas	5 years	Administrative value ends
B. Ordinances		
1. Current code	Permanent	<i>Code of Iowa</i> , 372.13(5). Also continuing legal, administrative and historical value.
2. Superseded Code	Two copies permanent	Continuing historical value
3. Index	Permanent	Continuing administrative and historical value
4. Individual Copies of Ordinances for Disbursement	Until superseded; then destroy	Administrative and legal value ends
C. Resolutions		
1. Official Copy	Permanent	<i>Code of Iowa</i> , 372.13(5). Also continuing legal, administrative and historical value.
2. Working Copies	As long as administratively useful; then destroy	Administrative value ends
3. Index	Permanent	Continuing administrative and historical value
D. Affidavits of Publication		
1. Re: Budget	Until audited or 5 years	Fiscal and legal value ends
2. Re: Ordinances	Until recodification	Fiscal and legal value ends
3. Re: Bond Issues	Permanent	Continuing legal and historical value
4. Others	5 years	Fiscal and legal value ends
E. Oaths of Office	If in writing, add to official copy of council minutes for permanent retention	Continuing legal and historical value
F. City Official Bonds	5 years after expiration	Legal value ends

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Schedule 1: Administrative and Legal Records, Continued

Record Title	Retention Period	Reason
C. Blueprints or Plans for City-Owned Structures	Permanent	Continuing administrative and historical value
D. Cemetery Records, Burial Records	Permanent	Continuing historical value
E. Contracts or Agreements for Services, Purchases of Equipment or Supplies, Concessions	10 years after expirations	Legal value ends
F. Correspondence	As long as administratively useful; appraise for permanent retention	Possible long-term administrative use and historical value
G. Daily Diaries or Logs (appointment calendars, telephone or radio logs, task lists, etc.)	5 years	Administrative value ends
H. Equipment Records		
1. Inventories	While current	Administrative value ends
2. Maintenance History	Life of equipment	Administrative value ends
3. Cost of operation summaries	5 years	Administrative value ends
4. Information Service Records		
<i>a. Computer equipment inventory</i>	While current	Administrative value ends
<i>b. Telephone</i>	5 years	Administrative value ends
<i>c. Depreciation reports and records</i>	5 years	Administrative value ends
<i>d. Vendor information</i>	5 years	Administrative value ends
I. Franchise Agreements	5 years after expiration; appraise for permanent retention	Legal value ends; possible continuing historical and legal value
J. Insurance Policies	5 years after expiration	Legal value ends
K. Leases	7 years after expiration; appraise for permanent retention	Legal value ends; possible continuing historical and legal value
L. Legal Actions		
1. Civil Lawsuits and Administrative Law Proceedings	5 years after closure	Administrative and legal value ends
2. Criminal and Municipal Infraction Cases – Closed	5 years	Administrative value ends

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Schedule 1: Administrative and Legal Records, Continued

Record Title	Retention Period	Reason
4. Copies of Bids Received and Related Documents for Other Equipment and Service Projects Acted on by Council	10 years after completion of contract; unaccepted bids: 1 year after acceptance of winning bid	Administrative value ends
5. Originals of Bids, Quotes and Proposals Received for Contracts Not Awarded by Council	10 years after completion of contract except: fleet equipment and buses; lifetime of equipment and other capital equipment; 10 years after completion of contract or upon expiration of warranty, whichever is more	Administrative, grant and warranty issues are active until equipment is taken out of service.
D. Printing Charges	5 years	Administrative value ends
E. Central Stores		
1. Stocks of Material Safety Data Sheets for Distribution	30 years after last use	Administrative value ends
2. Issue Slips	After audit completion or at least 5 years	Administrative value ends
F. Materials Inventory Records		
1. Issue Records	5 years	Administrative value ends
2. Receipt Records	5 years	Administrative value ends
3. Catalogued Inventory Physical Count Records	After audit completion or at least 5 years	Administrative value ends
4. Catalogued Inventory Year-End Exception/Adjustment Record	After audit completion or at least 5 years	Administrative value ends
5. Catalogued Inventory Adjustment Record	After audit completion or at least 5 years	Administrative value ends
6. Non-catalogued Inventory Physical Count Record	After audit completion or at least 5 years	Administrative value ends
7. Year-end Materials Inventory Summary	After audit completion or at least 5 years	Administrative value ends
G. Inter-Department Charges		
1. Fax Charges	After audit completion	Administrative value ends
2. City Hall Copier Readings	After audit completion	Administrative value ends

Schedule 2: Financial Records, Continued

Record Title	Retention Period	Reason
I. Claims for Refunds of State Fuel Tax	5 years	Fiscal value ends
J. Special Assessments		
1. Certified Mail Stubs from Notice to Property Owners	5 years after final payment	Fiscal and legal value ends
2. Assessment Title Searches	5 years	Fiscal and legal value ends
3. Preliminary and Fiscal Assessment Schedules	5 years after final payment	Fiscal and legal value ends
4. Petition and Waiver (agreements to special assessments)	5 years after final payment	Fiscal and legal value ends
5. Assessment Plats	5 years after final payment	Fiscal and legal value ends
6. Certificate of Levy and Final Assessment	5 years after final payment	Fiscal and legal value ends
K. Bond Issues and Proceedings		
1. Bond Certificates	5 years after final recall	Fiscal value ends
2. Redeemed Coupons	5 years after final recall	Fiscal value ends
3. Bond Register	Permanent	<i>Code of Iowa</i> , 372.13(5). Also continuing administrative, legal and historical value.
4. Proceedings (notice and call of public meeting, minutes and certificate of meeting, certificate of referendum, legal opinions)	Permanent	<i>Code of Iowa</i> , 372.13(5). Also continuing administrative, legal and historical value
5. Remittance Advice Received with Payments	5 years	Fiscal value ends
L. Records of Federally Funded Public Improvement Projects (applications, contracts, accounting and banking records, payroll, EEO compliance records) Also see Schedule 4, Public Works Records	5 years after final payment, if audited	Fiscal value ends
II. Accounting		

Schedule 1: Administrative and Legal Records, Continued

Record Title	Retention Period	Reason
<i>a. Election Petitions</i>	Permanent	Continuing historical value
<i>b. Abstracts</i>	Permanent	Continuing historical value
V. Police and Fire Retirement Records		
A. Minutes of the Board	Permanent	Continuing administrative, legal and historical value
B. Reports		
1. Actuary	5 years	Fiscal value ends
2. Investment	5 years	Fiscal value ends
3. Fund	5 years	Fiscal value ends
C. Case File (actions, appeals, decisions)	Permanent	Continuing administrative, legal and historical value
VI. Finance/Purchasing Records		
A. Leases		
1. Agreements and Related Documents Acted on by Council	Upon expiration, 5-year minimum	Administrative value ends
2. Agreements not Requiring Council Action	5 years after expiration, 5-year minimum	Administrative value ends
B. Purchase Orders		
1. Purchase Orders	10 years after order date or life of purchase	Administrative value ends
2. Change Orders	10 years after order date	Administrative value ends
C. Bids, Quotes and Proposals		
1. Official Copy, Bid/Proposal RFP	10 years after completion of contract	Administrative value ends
2. Copies of Bids Received and Related Documents for Public Improvement Projects and Acted on by Council	10 years after completion of contract; accepted bids retained permanently	Administrative value ends; continuing administrative value
3. Copies of Bids Received and Related Documents for Fleet Equipment Acted on by Council	Lifetime of equipment; unaccepted bids: 1 year after acceptance of winning bid	Administrative value ends

Schedule 2: Financial Records

Record Title	Retention Period	Reason
I. Revenue		
A. Notice of Property Tax Allocation from County	5 years	Fiscal value ends
B. Notice of Liquor Tax Allocation from State	5 years	Fiscal value ends
C. Property Tax Assessment Books	Permanent	Continuing historical value
D. Federal Revenue Sharing Records	5 years	Fiscal value ends
E. Investments (Notice of interest earned or reports of growth, dividends, purchase, sales, etc.)	5 years	Fiscal value ends
F. Parking Revenue		
1. Income from Meters and Lots (daily receipts, monthly summaries, ledgers, deposit slips)	5 years	Fiscal value ends
2. Income from Violations (ticket copies, logs, daily receipts, monthly summaries, deposit slips)	5 years	Fiscal value ends
G. Road Use Tax Funds		
1. Application for Financial Aid (Forms 230001, 230002, agreement, invoices, payment vouchers, certificate of audit)	5 years	Fiscal value ends
2. Annual Street Finance Report	5 years	Fiscal value ends
3. Street Construction Program (Form RUT 1-A, 220001, 220002)	5 years	Fiscal value ends
4. Aerial Street Maps	Permanent	Continuing historical value
H. Claims for Refunds of State Sales Tax	5 years	Fiscal value ends

Schedule 2: Financial Records, Continued

Record Title	Retention Period	Reason
IV. Financial Reports		
A. Annual Financial Report	Permanent	Continuing fiscal value
B. Treasurer's/Clerk's Report	5 years	Fiscal value ends
C. Sales Tax and Use Tax Reports	5 years	Statute of limitations on audit
D. Grant Reports	5 years after audit; 7 years if not audited; grant terms if not stated therein	Fiscal value ends
V. Audits	Permanent	Continuing fiscal value
VI. Budget		
A. Appropriation Requests from Departments	5 years	Fiscal value ends
B. Annual Budget Forms	5 years	Fiscal value ends
C. Final Budget and Certificate Summary	2 copies permanent	Continuing fiscal and historical value
D. Budget Amendments	2 copies permanent	Continuing fiscal and historical value

Schedule 3: Payroll and Personnel Records, Continued

Record Title	Retention Period	Reason
11. Enrollment for Direct Deposit, Insurance, Savings Bonds, Etc.	While current	Administrative value ends
B. Applications of Those Not Hired	5 years	Administrative value ends
C. Civil Service Records		
1. Minutes of the Board or Commission	Permanent	Continuing administrative and historical value
2. Roster of Eligible Applicants	5 years	Administrative value ends
3. Case Files (actions, appeals, decisions)	10 years	Legal value ends
D. Equal Employment Opportunity		
1. EEO-4 Report	5 years	Administrative value ends
2. Plans		
a. City's	5 years	Administrative value ends
b. Potential contractors'	5 years	Administrative value ends
E. Health Insurance Payments, Claims	5 years	Administrative and fiscal value ends
1. Employer's Report	5 years	Administrative and fiscal value ends
2. OSHA Report	5 years	Administrative and fiscal value ends
3. Workers' Compensation Reports	2 years from date of occurrence which benefits are claimed or 3 years from last payment of weekly compensation benefits	Code of Iowa, 85.26. Legal value ends.
F. Union Records		
1. Negotiations	As long as administratively useful; then appraise for permanent retention	Administrative value ends. Possible historical value.
2. Contracts	Permanent	Continuing administrative and historical value
3. Fact Finding and Arbitration Cases	5 years minimum then appraise for permanent retention	Administrative value ends. Possible historical value.
4. Case Files (actions, appeals, decisions)	10 years then appraise for permanent retention	Legal value ends. Possible historical value.
G. Public Service (PSE) Contracts, Claims, Etc.	5 years	Administrative and fiscal value ends

Schedule 2: Financial Records, Continued

Record Title	Retention Period	Reason
A. Source Documents		
1. Accounts Payable		
a. Requisitions	5 years	Fiscal value ends
b. Purchase orders	5 years	Fiscal value ends
c. Invoices, statements, bills	5 years	Fiscal value ends
d. Claims presented to council	5 years	Fiscal value ends
e. Check/warrant copies or stubs	5 years	Fiscal value ends
f. Vendor ledger cards	5 years	Fiscal value ends
2. Accounts Receivable		
a. Receipt copies or books	5 years	Fiscal value ends
b. Daily cash receipt tabulation (cash register tapes, tallies, etc.)	5 years	Fiscal value ends
c. Invoices, statements, bills	5 years	Fiscal value ends
B. Books of Original Entry		
1. Receipt Journal	10 years	Fiscal value ends
2. Disbursement Journal	10 years	Fiscal value ends
3. General Journal	10 years	Fiscal value ends
4. Appropriations Journal	10 years	Fiscal value ends
C. Ledgers		
1. General Ledger	Permanent	Continuing fiscal value
2. Subsidiary Revenue Ledger Cards	10 years	Fiscal value ends
3. Subsidiary Appropriation/Expenditure Cards	10 years	Fiscal value ends
III. Banking		
A. Checking Account Statements	5 years	Fiscal value ends
B. Check/Warrant Register (same as Disbursement Journal, above)	10 years	Fiscal value ends
C. Cancelled Checks/Warrants	5 years	Fiscal value ends
D. Savings Account Statements	5 years	Fiscal value ends
E. Reconciliation Worksheets	5 years	Fiscal value ends

Schedule 3: Payroll and Personnel Records

Record Title	Retention Period	Reason
I. Payroll		
A. Payroll Journal (shows name, SSN, earnings, deductions, net pay/period and yearly totals)	60 years	Fiscal value ends (satisfies long-term need for future salary and pension inquiries)
B. Payroll Support Documents	5 years	Fiscal value ends
C. Federal Reporting Forms		
1. W-2, W-3, W-4	5 years	Fiscal value ends
2. 941E Quarterly Report	5 years	Fiscal value ends
3. Copy of Deposit Card	5 years	Fiscal value ends
4. 1099, 1096	5 years	Fiscal value ends
D. State Reporting Forms		
1. Withholding Agents Reports	5 years	Fiscal value ends
2. Job Service Report	5 years	Fiscal value ends
3. Copy of Deposit Card	5 years	Fiscal value ends
4. IPERS	5 years	Fiscal value ends
5. MFPRSI	5 years	Fiscal value ends
II. Payroll		
A. Individual Employee File		
1. Job Description and History	Permanent	Continuing historical value
2. Application and Resume	60 years	Administrative value ends (satisfies long-term need for future inquiries)
3. Civil Service Test, Scores, Placement	60 years	Administrative value ends
4. Evaluations, Discipline, Demotion, Promotion, Awards	60 years	Administrative value ends
5. Continuing Education	60 years	Administrative value ends
6. Medical Information (separate file)	60 years	Administrative value ends
7. Resignations, Reasons for Leaving	60 years	Administrative value ends
8. Claim for IPERS	60 years	Administrative value ends
9. Unemployment Insurance Claims	5 years	Fiscal value ends
10. Garnishments	Through closure plus 1 year	Fiscal value ends

Schedule 4: Public Works Records

Record Title	Retention Period	Reason
I. General Records Common to Engineering and Planning & Zoning Departments		
A. Annexation Files	Permanent	Continuing administrative and historical value
B. Maps, Current and Outdated (road, street, zoning, park, flood plain, topography, utilities, etc.)	Permanent	Continuing administrative and historical value
C. Plats (subdivision, annexation, assessors, legal descriptions, plat books)	Permanent	Continuing administrative and historical value
D. Studies or Surveys		
1. From Outside Source	As long as administratively useful	Administrative value ends
2. Pertaining to City	Appraise for permanent retention	Possible historical value
E. Subdivision Files	Permanent	Continuing administrative and historical value
II. Engineering Records		
A. Blueprints or Plans of City-Owned Structures	Permanent	Continuing administrative and historical value
B. Bridge Records (Inspection and maintenance)	Life of structure	Administrative value ends
C. Capital Improvement Projects		
1. Authorization Phase	5 years	Administrative value ends
<i>a. Minutes of Hearing, Clerk's Certificate, Resolutions</i>	Permanent (part of minute and resolution books)	Continuing legal and historical value
<i>b. Specifications</i>	Permanent	Continuing administrative and historical value
<i>c. Notice of Hearing and Letting (instructions to bidders, bid, bid bond, performance bond, certificate of insurance)</i>	5 years after project completed, if audited	Fiscal and legal value ends
<i>d. Contract</i>	Life of structure	Administrative and legal value ends

Schedule 4: Public Works Records, Continued

Record Title	Retention Period	Reason
E. Land Survey Results		
1. Field Notes	Permanent	Continuing administrative and historical value
2. Benchmark Books	Permanent	Continuing administrative and historical value
F. Photos, Aerials	As long as administratively useful; appraise for permanent retention	Administrative value ends; possible historical value
G. Profile and Grade Books	Permanent	Continuing administrative and historical value
H. Reports to City Council		
1. Monthly	5 years	Administrative value ends
2. Annual	Permanent	Continuing historical value
III. Planning & Zoning Records		
A. Case Files		
1. Zoning Variance Requests and Decisions	10 years after settlement	Administrative and legal value ends
2. Non-compliance Violations	10 years after settlement	Administrative and legal value ends
3. Decisions and Orders	Permanent	Continuing administrative, historical and legal value
B. Community Development		
1. Urban Renewal, HUD Block Grant	See Capital Improvement Projects in this schedule	
2. Public Housing		
<i>a. Applications, Correspondence, Records of Ineligibility, Determinations, Tenant Files</i>	5 years after case closed	Administrative value ends. (Federal Register, Guide to Record Retention Requirements suggests 3 year retention.)
C. General Planning (comprehensive plan, land use, open space, recreation, capital improvements, regional, transportation, etc.)	As long as administratively useful; appraise for permanent retention	Administrative value ends; possible historical value
D. Minutes of the Board or Commission	Permanent	Continuing administrative and historical value
E. Rosters of Previous Board or Commission Members	Permanent	Continuing historical value

Schedule 3: Payroll and Personnel Records, Continued

Record Title	Retention Period	Reason
H. Miscellaneous		
1. Classification Studies	5 years	Administrative value ends. Appraise for possible historical value.
2. Compensation Surveys	5 years	Administrative value ends. Appraise for possible historical value.
3. Administrative Studies	5 years	Administrative value ends. Appraise for possible historical value.
4. Job Specifications	Permanent	Continuing historical value
5. Personnel Policies, Pay Plans, Etc.	Permanent	Continuing historical value
6. Internal Investigations	10 years	Administrative and legal value ends. Appraise for possible historical value.

Schedule 4: Public Works Records, Continued

Record Title	Retention Period	Reason
2. Financing Phase	See Schedule 2, Financing Records	
<i>a. Special Assessments, Bond Issues, State or Federal Grants</i>		
3. Pre-Construction Phase		
<i>a. Appraisals</i>	5 years after project completed; if project not initiated, retain as administratively useful	Administrative and fiscal value ends
<i>b. Environmental Impact Surveys</i>	5 years	Administrative value ends
<i>c. Historical Surveys of Buildings</i>	Appraise for permanent retention	Possible historical value
<i>d. Relocation Files</i>	5 years after final payment	Administrative and fiscal value ends
<i>e. Condemnation Files</i>	Permanent	Continuing legal and historical value
<i>f. Demolition Files</i>	Permanent	Continuing legal and historical value
4. Construction Phase		
<i>a. Work Orders</i>	5 years after project completed, if audited	Administrative and fiscal value ends
<i>b. Daily Diaries</i>	5 years after project completed, if audited	Administrative and fiscal value ends
<i>c. Payroll Records</i>	5 years after project completed, if audited	Administrative and fiscal value ends
<i>d. Change Orders</i>	5 years after project completed, if audited	Administrative and fiscal value ends
<i>e. Cement or Other Purchases</i>	5 years after project completed, if audited	Administrative and fiscal value ends
<i>f. Inspections, Testing</i>	5 years after project completed, if audited	Administrative and fiscal value ends
<i>g. Progress Reports</i>	5 years after project completed, if audited	Administrative and fiscal value ends
<i>h. Pay Requests</i>	5 years after project completed, if audited	Administrative and fiscal value ends
<i>i. Blueprints, Tracings</i>	Permanent	Administrative and fiscal value ends
<i>j. Certificate of Completion and Acceptance</i>	Permanent	Administrative and fiscal value ends
D. Deeds, Easements or Right of Way Agreements	Permanent	Continuing legal and historical value

Schedule 4: Public Works Records, Continued

Record Title	Retention Period	Reason
C. Equipment		
1. Inventories	While current	Administrative value ends
2. Maintenance	Life of equipment	Administrative value ends
3. Cost of Operation Summaries	5 years	Administrative and fiscal value ends
D. Purchasing	See Schedule 2, Financial Records (Accounts Payable)	
1. Fuel Consumption Records	5 years	Fiscal value ends
2. Fuel, Gravel, Sand, Hauling, etc.	5 years	Fiscal value ends
E. Reports to City Council		
1. Monthly	5 years	Administrative value ends
2. Annual	Permanent	Continuing historical value
F. Work Orders	5 years	Administrative value ends

Schedule 6: Parks and Recreation Records

Record Title	Retention Period	Reason
A. General		
1. Contracts, Agreements (concessions, services, equipment, personnel, facility use, projects)	10 years after expiration	Administrative and legal value ends
2. Minutes of the Board or Commission	Permanent	Continuing administrative and historical value
3. Facilities, Buildings, Other Structures	Life of building or until sold	Administrative value ends
4. Equipment (inventories, maintenance)	Until equipment retired	Administrative value ends
5. Facilities, Park Maintenance, Pesticide Applicator Licenses	5 years minimum	Administrative value ends
B. Miscellaneous Records		
1. Program Files (class lists, rosters, score books, permission slips)	5 years	Administrative value ends
2. Reservation Records (shelter houses, facilities, building spaces, etc.)	5 years	Administrative value ends
3. State Sales Tax Return	5 years	Fiscal value ends
4. Promotional Materials	5 years; appraise for permanent retention	Possible historical value
5. Photos, Park History	Permanent	Continuing historical value
C. Swimming Pools, Golf Courses and Other Enterprises that Charge Admission		
1. Daily Cash Receipts, Cash Register Tapes, Deposit Slips	5 years	Fiscal value ends
2. Record of Season Ticket Sales	5 years	Fiscal value ends
3. User Statistics	5 years	Administrative value ends
4. Department of Public Health Water Quality Tests	5 years	Administrative value ends
5. Material Safety Data Sheets	30 years after last use	OSHA requirement; administrative value ends
D. Reports to City Council		
1. Monthly	5 years	Administrative value ends
2. Annual	Permanent	Continuing historical value

Schedule 4: Public Works Records, Continued

Record Title	Retention Period	Reason
F. Reports to City Council		
1. Monthly	5 years	Administrative value ends
2. Annual	Permanent	Continuing historical value
IV. Building Inspection Records		
A. Building/Site Plans		
1. Residential	5 years	Administrative value ends
2. Commercial	Life of structure	Long-term administrative value
3. Rental	5 years	Administrative value ends
B. Case Files, Board of Adjustment	10 years after disposition	Administrative and legal value ends
C. Inspection Records		
1. Card or Address File	5 years	Administrative value ends
2. Reports	5 years	Administrative value ends
3. Log Books	Permanent	Continuing administrative and legal value
D. License Records (electricians, plumbers, mechanical)	60 years	Long-term administrative and legal value
E. Minutes of the Board of Adjustment	Permanent	Continuing administrative and historical value
F. Permits (or application, whichever has most info; building, plumbing, heating, A/C, electrical, sewer, excavation, demolition, occupancy, street, sidewalk)	Permanent	Continuing administrative value
G. Reports to City Council		
1. Monthly	5 years	Administrative value ends
2. Annual	Permanent	Continuing historical value
V. Maintenance of Streets and Grounds		
A. Complaints	5 years after disposition	Administrative value ends
B. Daily Diaries or Logs (appointment calendars, telephone or radio logs, task lists, etc.)	5 years	Administrative value ends

Schedule 5: Fire Department Records

Record Title	Retention Period	Reason
A. Blueprints of Commercial Buildings	As long as administratively useful	Administrative value ends
B. Daily Diaries or Logs (appointment calendars, activity, radio, phone)	5 years	Administrative value ends
C. Equipment Records		
1. Inventories	5 years	Administrative value ends
2. Maintenance and Testing	5 years	Administrative value ends
D. Inspection Records		
1. Card File or Log Book with Results, Violations, Corrections	Life of structure	Administrative and legal value ends
2. Inspector Books, Copies of Inspection Certificates	5 years	Administrative value ends
E. Iowa Incident Reports	Permanent	Continuing administrative and historical value
F. Investigation Files		
1. Arson	Permanent	Continuing administrative and legal value
2. Fire Deaths	Permanent	Continuing administrative and legal value
G. Log Book of Fires	Permanent	Continuing administrative and historical value
H. Maps of Area Served	As long as administratively useful	Administrative value ends
I. Miscellaneous Vehicle Run Reports	5 years	Administrative value ends
J. Roll Call or Minute Books	Permanent	Continuing historical value
K. Reports to City Council		
1. Monthly	5 years	Administrative value ends
2. Annual	Permanent	Continuing historical value
L. Rural Township Contracts	5 years after expiration	Administrative and legal value ends
M. Photos, Department History	Permanent	Continuing historical value
N. State Fire Marshall's Statistics	As long as administratively useful	Administrative value ends

Schedule 8: Library Records

Record Title	Retention Period	Reason
A. Circulation Records	5 years	Administrative value ends
B. Contracts for Service with Other Entities	10 years after expiration	Administrative value ends
C. Minutes of the Board or Commission	Permanent	Continuing administrative and historical value
D. Purchasing	See Schedule 2, Financial Records, Accounts Payable	
E. Reports to City Council		
1. Monthly	5 years	Administrative value ends
2. Annual	Permanent	Continuing historical value
F. Report to State Library Commission	Permanent	Continuing historical value

Schedule 10: Police Records

Record Title	Retention Period	Reason
A. Permits		
1. Noise Permits	5 years	Administrative value ends
2. Keg Permits	5 years	Administrative value ends
B. Personnel		
1. Staff Meeting Minutes and Index	Permanent	Continuing administrative value
2. Personnel Records (discipline, demotion, promotion, awards)	5 years after termination of employment	Administrative value ends
3. Personnel Training Records	5 years after termination of employment	Administrative value ends
4. Significant Exposure and Insignificant Exposure Reports	Permanent	Continuing administrative value
5. Internal Affairs Investigations	Permanent	Continuing administrative value
6. Grievances/Responses	Permanent	Continuing administrative value
7. Outside-event Overtime Requests, Assignments, Billings	5 years	Administrative value ends
8. Policies and Procedures Manuals and Updates	Permanent	Continuing historical value
9. Detective Division Policies and Procedures Manual and Updates	Permanent	Continuing historical value
10. Field Training Officers Manual and Updates	Permanent	Continuing historical value
11. Dispatchers Policies and Procedures Manual and Updates	Permanent	Continuing historical value
12. Liability Release Forms	Permanent	Continuing historical and legal value
C. Records and Reports		
1. Studies/Surveys	5-year minimum, as long as administratively useful	Administrative value ends
2. Arrest Book	Permanent	Continuing administrative value
3. Trip Cards	7 years	Administrative value ends
4. State of Iowa Grant Reports	5-year minimum, depending on grant requirements	Administrative value ends

Schedule 7: Airport Records

Record Title	Retention Period	Reason
A. Contracts or Leases	10 years after expiration	Administrative value ends
B. Correspondence with Regulatory Agencies, FAA or Iowa DOT (inspections, certification, correction of violations, etc.)	As long as administratively useful or until issue resolved; appraise for permanent retention	Administrative value ends; possible historical value
C. Facilities		
1. Land	See Schedule 1, Administrative and Legal Records, Title Documents	
2. Buildings, Runways, Other Structures	See Schedule 1, Administrative and Legal Records, Title Documents	
3. Equipment (inventories, maintenance)	See Schedule 1, Administrative and Legal Records, Title Documents	
D. Master Plans (5-10 year projections)	Until superseded; appraise for permanent retention	Administrative value ends; possible historical value
E. Minutes of the Board or Commission	Permanent	Continuing administrative and historical value
F. Reports to City Council		
1. Monthly	5 years	Administrative value ends
2. Annual	Permanent	Continuing historical value

Schedule 9: Housing Records

Record Title	Retention Period	Reason
A. Planning		
1. Commercial Site Plans	180 days after completion of permitted work	International Building Code
2. Subdivision Plans	5 years after last final plat approval	Administrative value ends
3. PUD, P-C, P-1 Plans	Permanent	Continuing administrative and historical value
4. LUPP Requests	5 years	Administrative value ends; possible historical value
5. Neighborhood Planning (sub-area plans, neighborhood liaison activities)	5 years minimum	Administrative value ends; possible historical value
6. Historic Preservation Files	Permanent	Continuing administrative and historical value
7. Permitted Home Occupation Files	Permanent	Continuing administrative and historical value
B. Affordable Housing		
1. Home Buyer Files (applications, HUD settlement statements, purchase agreements, racial/ethnic documentation, rehabilitation contracts and documentation)	7-30 years or until property is sold	Administrative value ends
2. Grant Program Files (quarterly reports, monthly reports, close-out documents for audits)	5-year minimum after program completion and audit	Administrative value ends
3. Annual	Permanent	Continuing historical value

Schedule 11: Engineering Records

Record Title	Retention Period	Reason
1. Annexation Maps	Permanent	Continuing administrative and historical value
2. Plats of City-Owned Property and Easements Granted to City	Permanent	Continuing administrative and historical value
3. Topography, Flood Plain Maps	Permanent	Continuing administrative and historical value
4. Utility Location Maps and Plats	Permanent	Continuing administrative and historical value
5. As Built and Drawings of City Buildings, Streets, and Supporting Infrastructure	Permanent	Continuing administrative and historical value
6. Capital Improvement Project Specifications	5 years after project completed	Administrative and fiscal value ends
7. Capital Improvement Project Files	5 years after project completed	Administrative and fiscal value ends
8. Survey Notes	Permanent	Continuing administrative and historical value
9. Benchmark Books	Permanent	Continuing administrative and historical value
10. Material Safety Data Sheets	30 years after last usage	OSHA requirement; administrative value ends
11. Nuclear Density Gauge Logs	Permanent	Permit requirement
12. Studies/Surveys	5 years	Possible historical value; appraise for permanent retention
13. Complaints	5 years after settlement	Administrative value ends
14. Daily Diaries or Logs (appointment calendar, activity, radio, phone)	5 years	Administrative value ends
15. Correspondence with Regulatory Agencies (inspections, certification, correction of violations)	5 years/permanent if correspondence serves as certification or evidence of correction of violations	Administrative value ends; appraise for possible historical value
16. Master Plans (5-10 year projections)	Permanent	Continuing historical value

Schedule 13: Electric Utility Records

Record Title	Retention Period	Reason
I. Electric Administration, Engineering and Plant Controls		
A. State and Federal Reports		
1. EIA 412 – Annual Report of Public Electric Utilities	5 years	Administrative value ends; appraise for possible historical value
2. EIA 767 – Steam-Electric Plant Operation and Design Report	5 years	Administrative value ends; appraise for possible historical value
3. EIA 860 – Annual Electric Generator Report	5 years	Administrative value ends; appraise for possible historical value
4. EIA 861 – Annual Electric Power Report	5 years	Administrative value ends; appraise for possible historical value
5. Iowa Department of Revenue Annual Report of Transmission Lines and Equipment	5 years	Administrative value ends; appraise for possible historical value
6. Form ME-1 – Iowa Utilities Board Annual Report	5 years	Administrative value ends; appraise for possible historical value
B. Iowa Utilities Board		
1. Annual Inspection	5 years	Administrative value ends; appraise for possible historical value
C. FCC Radio License	5 years	Administrative value ends; appraise for possible historical value
D. Licenses and Permits, State and Federal		
1. Iowa Dept of Public Health Materials License	5 years	Administrative value ends; appraise for possible historical value
2. Continuous Emission Monitoring	5 years	Administrative value ends; appraise for possible historical value
3. Iowa DNR Permits	5 years	Administrative value ends; appraise for possible historical value
4. US EPA Permits	5 years	Administrative value ends; appraise for possible historical value
5. Iowa Utility Board Permits	5 years	Administrative value ends; appraise for possible historical value

Schedule 10: Police Records, Continued

Record Title	Retention Period	Reason
5. Federal Government Grant Reports	5-year minimum, depending on grant requirements	Administrative value ends
6. Investigation Reports	Permanent	Continuing historical value
7. Accident Reports	Permanent	Continuing historical value
8. Pawn Records	7 years	Administrative value ends
9. Arrest Records	Permanent (hard copy)	Continuing historical value
D. Accounting and Payroll		
1. Department Employee Time Records	5 years	Administrative value ends
2. Department Accounting and Payroll Records	5 years	Administrative value ends

Schedule 12: Transit Records

Record Title	Retention Period	Reason
A. Equipment and Maintenance		
1. Inventories	While current	Administrative value ends
2. Leases	Life of equipment	Fiscal value ends
3. Fuel Consumption	Permanent	Continuing fiscal value
4. Cost of Operation	Permanent	Continuing administrative and historical value
5. Underground Tanks, Registration and Insurance	Permanent	Continuing administrative and fiscal value
B. Maps		
1. Time Schedules and Route Maps	Permanent	Continuing administrative and historical value
C. Promotional Materials (pamphlets, brochures)	Permanent	Continuing administrative and historical value
D. Financial Records and Reports		
1. Quarterly Reports	5 year minimum	Administrative value ends
2. Fuel Tax Reports	5 year minimum	Fiscal value ends
3. DBE/WBE Report	5 year minimum	Administrative value ends
4. Operating Grants	Life of structure, not less than 5 years	Fiscal value ends
5. Odometer Readings	Life of equipment	Administrative value ends
6. Time Sheets	5 years	Fiscal value ends
7. Material Safety Data Sheets	30 years after last usage	OSHA requirement; administrative value ends
8. Claims for Refunds of State Fuel Tax	5 years	Fiscal value ends

Schedule 13: Electric Utility Records, Continued

Record Title	Retention Period	Reason
4. Tools	As long as possessed, not less than 5 years	Administrative value ends
5. OH Line Inspection	5 years	Historical and legal value ends
6. UG Line Inspection	5 years	Historical and legal value ends
7. Infrared Inspection	5 years	Historical and legal value ends
8. Equipment	As long as possessed, not less than 5 years	Administrative value ends
9. Fire Extinguisher Inspection	Permanent	Continuing legal value
10. Sling Inspections	Permanent	Continuing legal value
11. High-Voltage Testing (hot sticks and cover-up)	Permanent	Continuing legal value
12. Fork-Lift Inspection	As long as possessed, not less than 5 years	Historical and legal value ends
13. High-Voltage Testing of Substation Hot Sticks	Permanent	Continuing legal value
14. Miscellaneous Building Maintenance Records	Permanent	Continuing historical value
II. Electric Production Records		
A. Operations and Maintenance		
1. Generation and Output Logs (monthly meter logs)	6 years	Federal Energy Regulatory Commission (17,704, 125.3)
2. Recording Charts	5 years	Federal Energy Regulatory Commission Regulations
B. Payroll		
1. Semi-Monthly Pay Sheets	5 calendar years	Administrative and legal value ends
C. Records		
1. Record of Unclaimed Deposits	3 years	Iowa Administrative Code, 199-20.4(8)
2. Customer Billing Records	3 years	Iowa Administrative Code, 199-20.4(13)
3. Meter Test Records	3 years after retirement of meter	Iowa Administrative Code, 199-20.6
4. Volunteer Records	2 years	Iowa Administrative Code, 199-20.7(7)

Schedule 14: Water Utility Records

Record Title	Retention Period	Reason
A. General		
1. Minutes of the Board or Commission	Permanent	Continuing administrative and historical value
2. Capital Improvement Projects	See Schedule 4, Public Works Records, Capital Improvement Projects	
a. Records relating to state and federal funding of planning and/or construction of water and wastewater facilities (correspondence, grant applications, approvals, wage determinations, adjustments)	5 years after completion	Administrative value ends
b. Records relating to construction of wastewater treatment facilities (applications, permits, amendments, blueprints, complaints, investigations, reports, Municipal Operation Permits)	Permanent	Continuing administrative value
3. Operator's Certification	Length of employment	Administrative and legal value end
4. Valuations	Permanent	Continuing administrative, fiscal and historical value
5. Rate Surveys		
a. Monthly	3 years	Administrative value ends
b. Annual	Permanent	Continuing historical value
6. Report to Iowa Department of Revenue	5 years	Administrative and fiscal value ends
B. System, Plant and Equipment		
1. Blueprints or Plans of Plant and System	Permanent	Continuing administrative and historical value
2. Inventories (elevated water tanks, wells, pumps, engines, reservoirs, dams, pump stations, etc.)	While current	Administrative value ends
3. Equipment Records (water towers, wells, pumps, engines, tanks, reservoirs, dams, etc.)		

Schedule 13: Electric Utility Records, Continued

Record Title	Retention Period	Reason
E. Distribution System		
1. Electric Distribution Maps	Permanent	Continuing administrative value
2. Electric Switching Maps	Permanent	Continuing administrative value
F. Security Lights, Rental Agreements		
	Life of agreement, not less than 5 years	Continuing administrative value
G. Miscellaneous		
1. Iowa One Call Locates	7 years	Legal value ends
2. Primary Switching Log and Tags	Permanent	Continuing legal and historical value
3. Safety Glasses and Safety Footwear	7 years	Administrative and fiscal value ends
4. Siren Tests	7 years	Administrative value ends
5. Job Orders (active)	Until completed, not less than 5 years	Administrative and fiscal value ends
6. Job Orders (completed)	Permanent	Continuing historical value
7. Maps	Permanent	Continuing historical value
8. Tree Trimming Maps/ Permit Cards	7 years	Administrative, fiscal and historical value
9. Material Safety Data Sheets	30 years after last usage	OSHA requirement; administrative value ends
10. Disposal Record of Material from Truck Bay Pits	Permanent	Continuing legal value
H. Inventory		
1. Poles	Permanent	Continuing fiscal and historical value
2. Transformers	Permanent	Continuing fiscal and historical value
3. Job Issues	Permanent	Continuing fiscal and historical value
4. Material in Stock	While current	Administrative and fiscal value
5. Inventory Records	5 years	Fiscal, historical and legal value ends
I. Inspection/Maintenance Documents/ Reports		
1. OH Switch Maintenance	7 years	Administrative value ends
2. PCB Test Reports	Permanent	Continuing historical and legal value
3. Cap Bank Maintenance/Inspection	5 years	Administrative value ends

Schedule 13: Electric Utility Records, Continued

Record Title	Retention Period	Reason
D. OSHA Safety Programs		
1. Written Programs	5 years	Administrative and legal value ends
2. Training Records	5 years	Administrative and legal value ends
3. Cancelled Confined Space Entry Permits	5 years	Administrative and legal value ends
4. Portable Fire Extinguisher Inspections	5 years	Administrative and legal value ends
5. Ladder Inspections	5 years	Administrative and legal value ends
6. Sling Inspections	5 years	Administrative and legal value ends
7. Monthly Respirator Inspection Forms	5 years	Administrative and legal value ends
8. Material Safety Data Sheets	30 years after last usage	OSHA requirement; administrative value ends

Schedule 14: Water Utility Records, Continued

Record Title	Retention Period	Reason
3. Actions Taken to Correct Violations of Primary Drinking Water Regulations	5 years	US EPA, 40 CFR 141.33. Administrative value ends.
4. Copies of Reports Relating to Sanitary Surveys of System	10 years	US EPA, 40 CFR 141.33. Administrative value ends.
5. Records Relating to Variances or Exemptions	5 years after expiration	US EPA, 40 CFR 141.33. Administrative value ends.
6. Record of Residuals Analysis and Disposal	5 years	US EPA, 40 CFR 141.33. Administrative value ends.
7. Flood Prediction and Monitoring Data	Permanent	Continuing historical and future projection value
8. Groundwater Level Monitoring Data	Permanent	Continuing historical and future projection value
E. Billing and Customer Services Records		
1. Application Forms for Hydrant Meters and Unauthorized Use of Water (without meter)	5 years	Administrative value ends
2. Job Orders	5 years	Administrative value ends
3. Complaints	5 years	Iowa Administrative Code, 199-21.4(10). Administrative value ends.
F. Meter Records		
1. Meter Testing and Maintenance Records (meter cards)	5 years after retirement of meter	Administrative value ends
2. Meter Location Records (address cards)	Permanent	Continuing historical value
G. Cross-Connection Control Records		
1. Facility/Customer Records (device test and facility survey forms; notifications for need for containment, testing, and noncompliance; assembly information and test log)	Permanent	Continuing administrative and historical value

Schedule 15: Gas Utility Records

Record Title	Retention Period	Reason
A. Gas Utilities	In general, gas utilities shall preserve records in accordance with the provisions of Part 225 of the Federal Power Commission Rules, 18 CFR 225	Iowa Administrative Code, 199-18.6(2)
1. Record of Unclaimed Deposits	2 years	Iowa Administrative Code, 199-19.4(7)
2. Customer Billing Records	3 years	Iowa Administrative Code, 199-19.4(12)
3. Meter Records (name of manufacturer, number, type, capacity, multiplier, constants, pressure rating, dates of installation and removal, testing)	3 years after retirement of meter; before meter's retirement, retain last 2 tests	Iowa Administrative Code, 199-19.6
4. Pressure Surveys and Records	2 years	Iowa Administrative Code, 199-19.7(3)

Schedule 14: Water Utility Records, Continued

Record Title	Retention Period	Reason
<i>a. Inventories</i>	While current	Administrative value ends
<i>b. Maintenance History</i>	Life of equipment	Administrative value ends
<i>c. Depreciation</i>	Life of equipment	Fiscal value ends
4. Maps of System	Permanent	Continuing administrative and historical value
5. Meter Records (location, testing, maintenance)	2 consecutive periodic tests or 2 years; if record made at retirement, retain for 3 years	Iowa Administrative Code, 199-21.6(9); administrative value ends
6. Record of Ys	Permanent	Continuing administrative value
7. Valve Records	Permanent	Continuing administrative value
8. Water and Sewer Tap Records	Permanent	Continuing administrative value
C. Operations		
1. Logs Indicating Pumping, Hours, Gallons, Chemicals Added, Maintenance, Testing	6 years	Administrative value ends
2. Recording Instrument Charts	5 years	Administrative value ends
3. Records Relating to Operations, Including Correspondence, Permits (NPDES, pretreatment, disposal water/wastewater sludge, water supply, historical consumption, usage records, trouble calls)	Permanent	Continuing historical and future projection value
4. Lab Records Supporting Lab Certification	7 years	Administrative value ends
5. IDNR Summary of Bacterial Analysis	7 years	Administrative value ends
6. Water Supply Monthly Operations Report	7 years	Administrative value ends
7. Operations Permits	Permanent	Continuing administrative value
D. Water Treatment		
1. Bacteriological Analysis	5 years	US EPA, 40 CFR 141.33. Administrative value ends.
2. Chemical Analysis	10 years	US EPA, 40 CFR 141.33. Administrative value ends.

Schedule 14: Water Utility Records, Continued

Record Title	Retention Period	Reason
2. Wastewater Treatment (record of monitoring activities and results)	3 years	Iowa Administrative Code, 567-63.2(3). Administrative value ends.
3. Billing and Customer Service Records		
<i>a. Applications, Certifications, or Permits for Hook-up, Initiation of Service or Discontinuation of Service</i>	3 years	Administrative value ends
<i>b. Contracts for Service</i>	1 year after expiration	Administrative value ends
<i>c. Rate Schedules and Descriptions of Rate Computations</i>	50 years	Administrative value ends
<i>d. Job Orders</i>	3 years	Administrative value ends
<i>e. Complaints</i>	3 years	Iowa Administrative Code, 199-21.4(10). Administrative value ends.
<i>f. Meter Readings</i>	2 consecutive periodic tests or at least 2 years	Iowa Administrative Code, 199-21.6(9). Administrative value ends.
<i>g. Billing Records</i>		
1) <i>Stubs</i>	5 years	Fiscal value ends
2) <i>Receipts</i>	5 years	Fiscal value ends
3) <i>Daily Receipt Tabulations</i>	5 years	Fiscal value ends
4) <i>Cash Books (journals)</i>	5 years	Fiscal value ends
5) <i>Ledgers</i>	5 years	Fiscal value ends
6) <i>Summaries of Usage and Billing</i>	5 years	Fiscal value ends
7) <i>Delinquent Account Lists</i>	5 years	Fiscal value ends
8) <i>Bad Debt Write-Offs</i>	5 years	Fiscal value ends
9) <i>Adjustment Postings or Books</i>	1 year	Fiscal value ends
10) <i>Records of Customer Deposits and Refunds</i>	7 years after abandonment of service	Fiscal value ends
11) <i>Record of Unclaimed Refunds</i>	1 year	Code of Iowa, 556.4. Legal and fiscal value ends.

2018-

RESOLUTION ADOPTING THE RECORDS RETENTION SCHEDULE, PRODUCED
BY THE IOWA LEAGUE OF CITIES, STATE HISTORICAL SOCIETY OF IOWA'S
STATE ARCHIVES AND RECORDS BUREAU AND IOWA MUNICIPAL FINANCE
OFFICERS ASSOCIATION, DATED OCTOBER 2012

WHEREAS, the City Council for the City of Marshalltown, Iowa has previously approved a Records Retention Schedule; and

WHEREAS, the Council desires to adopt the Records Retention Schedule as outlined in the Iowa League of Cities Record Retention Manual for Iowa Cities, dated October 2012; and

WHEREAS the Council finds adopting this retention schedule is in the best interest of the city.

THEREFORE, IT IS HEREBY RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the Iowa League of Cities Record Retention Manual for Iowa Cities, dated October 2012, produced by the Iowa League of Cities, State Historical Society of Iowa's State Archives and Records Bureau and Iowa Municipal Finance Officers Association, be adopted and all other references to a record retention schedule in any other policies are amended to reflect this schedule.

Passed this 26th day of February, 2018, and signed this __ day of February, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor
ATTEST:

Shari L. Coughenour, CMC, City Clerk

**RESOLUTION APPROVING AN UNDERGROUND ELECTRIC LINE AND EQUIPMENT
EASEMENT WITH INTERSTATE POWER AND LIGHT COMPANY**

WHEREAS, the City of Marshalltown, which owns the Iowa River Trail, has been approached to grant an easement to Interstate Power and Light Company, dba Alliant Energy, to install an underground electrical line through a 10 foot area near Boone Street; and

WHEREAS, an internal review of the proposed easement location shows no conflicts with the actual trail and is along the northern right-of-way, which has been designated to remain natural;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, the Underground Electric Line and Equipment Easements is hereby approved.

Passed this 26th day of February 2018 and signed this __ day of February 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



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 Greer and the City Council
From: Jessica Kinser, City Administrator
Date: February 19, 2018
RE: **Iowa River Trail Easement**

Policy Issue: Council must authorize approve all contracts

Recommendation: To approve the resolution as proposed

Background: Alliant Energy is finalizing easements ahead of a project to go underground with electrical lines in the northwest area of the City. One property owner has been unreachable, and Alliant is proposing a 10 foot easement in the Iowa River Trail right-of-way at the back end of the residential property that has not approved an easement. After review of the location with Anne in Parks and Recreation, it was determined that the location of the easement is not an area which would have a future structure or which the easement would have a future impact.

Budget Impact: None.

Attachment: Resolution and Agreement

City Council
Leon Lamer, Bill Martin, Joel Greer, Al Hoop,
Sue Cahill, Michael Gowdy, Bethany Wirin



Prepared By: Interstate Power and Light Company -- Michelle Yun 4902 N. Biltmore Lane Madison, WI 53718 (319) 786-4768
Return To: Courtland Smith, Mi-Tech Services, Inc. 6565 Wistful Vista Dr., Unit 11102, West Des Moines, Iowa 515-499-0357

UNDERGROUND ELECTRIC LINE AND EQUIPMENT EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged, **City of Marshalltown, Iowa** ("Grantor(s)"), ADDRESS: **Marshalltown, Iowa** do(es) hereby warrant and convey unto **Interstate Power and Light Company, an Iowa Corporation, its successor and assigns**, ("Grantee"), a perpetual easement with the right, privilege and authority to construct, reconstruct, maintain, operate, repair, patrol and remove an underground electric and telecommunications line or lines, consisting of wires, transformers, switches and other necessary fixtures and equipment, (including associated surface mounted equipment) and construction for transmitting electricity, and communications pursuant to the provisions hereof, upon, under, over and across the following described lands located in the County of Marshall, and the State of Iowa:

See Legal Description on attached Exhibit A, Page 3; incorporated into and made a part hereof by reference.

together with all the rights and privileges for the full enjoyment or use thereof for the aforesaid purpose.

Grantor(s) agrees that it will not construct or place any buildings, structures, plants, or other obstructions on the easement area as referenced in the legal description described above unless agreed upon between the parties. Replacement of tennis courts will be allowed.

Grantor(s) also conveys the right and privilege to trim, cut down or control the growth of any trees or other vegetation on said described land and such other trees and vegetation adjacent thereto as in the judgment of the Grantee may interfere with construction, reconstruction, maintenance, operation, repair, use of, or which in falling might touch the said line or lines, or associated equipment with prior notice given to the grantor(s).

Grantee, its contractor or agent, may enter said premises for the purpose of making surveys and preliminary estimates immediately upon the execution of this easement.

The Grantor(s) also grants to the Grantee the right of ingress and egress to said line or lines, over/under lands now owned by the Grantor(s), for the purpose of constructing, reconstructing, maintaining, operating, patrolling, repairing and removing said line or lines, or associated equipment and the Grantee agrees to pay to the Grantor(s) or its tenants all damages done to the lands (except the cutting and trimming of trees or other vegetation which has been approved by the Grantor(s)), fences, livestock, structures or crops of the Grantor(s) or its tenants, by the Grantee or its employees while constructing, reconstructing, patrolling or repairing said line or lines.

Signed this _____ day of _____, 20____

GRANTOR(S):

By: _____
City of Marshalltown

By: _____

ALL PURPOSE ACKNOWLEDGMENT

STATE OF _____)

COUNTY OF _____) ss:

On this _____ day of _____, AD. 20__ before me,
the undersigned, a Notary Public in and for said State, personally
appeared

_____ to me personally known

or _____ provided to me on the basis of satisfactory
evidence

to be the persons(s) whose name(s) is/are subscribed to the within
instrument and acknowledged to me that he/she/they executed the
same in his/her/their authorized capacity(ies), and that by
his/her/their signature(s) on the instrument the person(s), or the
entity upon behalf of which the person(s) acted, executed the
instrument.

NOTARY SEAL _____
(Sign in Ink)

Notary Public in and for the State of _____

CAPACITY CLAIMED BY SIGNER

_____ INDIVIDUAL
_____ CORPORATE
Title(s) of Corporate Officers(s):

_____ N/A
_____ Corporate Seal is affixed
_____ No Corporate Seal procured

_____ PARTNER(s)
_____ Limited Partnership
_____ General Partnership

_____ ATTORNEY-IN-FACT
_____ EXECUTOR(s),
_____ ADMINISTRATOR(s),
_____ or TRUSTEE(s):
_____ GUARDIAN(s)
_____ or CONSERVATOR(s)
_____ OTHER

SIGNER IS REPRESENTING:

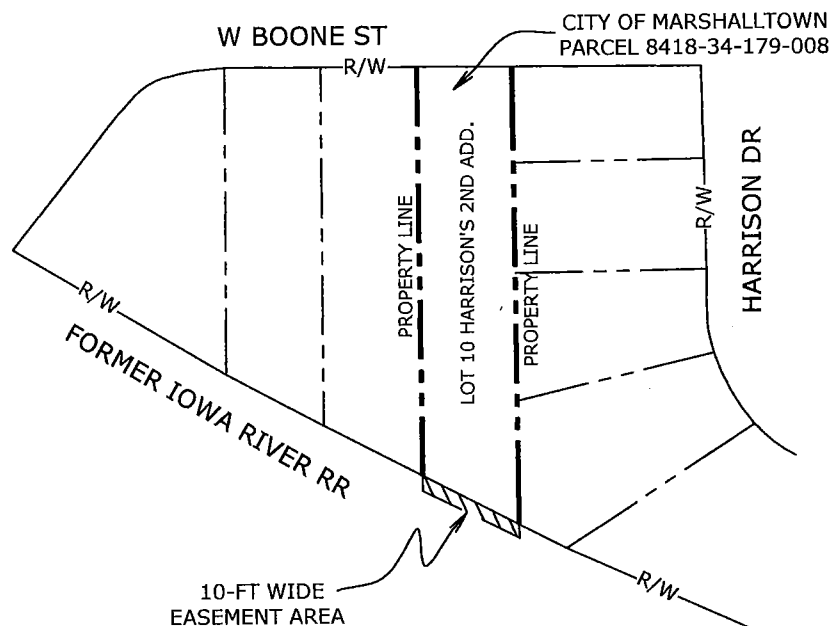
List name(s) of persons(s) or entity(ies):

EXHIBIT "A"

EASEMENT AREA BEING A STRIP OF LAND 10 FEET IN WIDTH, BEING 5 FEET EACH SIDE OF THE CENTERLINE, OR EXTENSIONS THEREOF, OF AN UNDERGROUND ELECTRIC LINE ALONG THE NORTH 10 FEET (ON OR ADJACENT) TO THE PROPERTY OF THE GRANTOR. MORE PARTICULARLY DESCRIBED BY PLACEMENT OF THE FACILITIES AT THE TIME OF CONSTRUCTION ON THE FOLLOWING DESCRIBED PROPERTY.

THAT PART OF THE FORMER IOWA RIVER RAILROAD, INC. FORMERLY KNOWN AS THE MARSHALLTOWN INDUSTRIAL LEAD EXTENDING IN A NORTHERLY AND WESTERLY DIRECTION BEGINNING AT A POINT ON THE EAST LINE OF THE NE $\frac{1}{4}$ OF SECTION 34, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5TH P.M., TO A POINT ON THE NORTH LINE OF THE NW $\frac{1}{4}$ OF SECTION 1, TOWNSHIP 85 NORTH, RANGE 19 WEST OF THE 5TH P.M., ALL IN MARSHALL COUNTY, IOWA, LYING MORE SPECIFICALLY IN THE NORTHWEST QUARTER OF SECTION 34, TOWNSHIP 84 NORTH, RANGE 18 WEST OF THE 5TH P.M. AND BEING SOUTH OF AND ADJACENT TO LOT 10 IN HARRISON'S SECOND ADDITION TO MARSHALL, MARSHALL COUNTY, IOWA.

PARCEL NO. 8418-34-179-008



NOT TO SCALE

DRAFTED BY: MI-TECH SERVICES, INC
BJF

ALLIANT # 4045263
3

2018-__

**RESOLUTION AUTHORIZING THE PURCHASE OF PROPERTY AT 712
EAST BOONE STREET**

WHEREAS the City of Marshalltown, Iowa, desires to acquire the property at 712 East Boone Street for the purposes of blight removal; and

WHEREAS a written offer to buy said property in the amount of \$500 has been negotiated between the City and the owner, Cheryl Allnutt; and

WHEREAS the Council has fully examined said agreement 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 COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA:

Section 1. That the City of Marshalltown proceed with the purchase of the property at 712 East Boone Street; and

Section 2. That the attached Offer to Buy Real Estate and Acceptance with Cheryl Allnutt is hereby approved; and

Section 3. The Mayor and the City Clerk for the City of Marshalltown are hereby authorized to enter into agreements on behalf of the City of Marshalltown to purchase said property at the above referenced price and to effectuate transfer as necessary; and

Section 4. The City Clerk is directed not to assess all outstanding charges currently due to the City of Marshalltown for the property.

Passed this 26th day of February, 2018, and signed this ____ day of February, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

OFFER TO BUY REAL ESTATE AND ACCEPTANCE

TO: Cheryl E. Allnutt, Seller:

1. REAL ESTATE DESCRIPTION. The Buyers offer to buy real estate in Marshall County, Iowa, described as follows:

The South 106½ feet of Lot 12, Block 2, Binford and Webster's Addition to the Town of Marshall, Marshall County, Iowa,

(locally known as 712 E Boone Street, Marshalltown, Iowa)

with any easements and appurtenant servient estates, but subject to the following: a. any zoning and other ordinances; b. any covenants of record; c. any easements of record for public utilities, roads and highways designated the Real Estate; provided Buyers, on possession, are permitted to make the following use of the Real Estate: _____.

2. PRICE. The purchase price shall be \$500.00, payable in full at time of closing or delivery of a Quit Claim Deed and a Title Search showing merchantable title in the Sellers.

3. REAL ESTATE TAXES. Sellers shall pay the installment of taxes which would, by statute, become delinquent if not paid on or before March 31, 2018, and any unpaid real estate taxes payable in prior years. Buyers shall pay all subsequent real estate taxes. Any proration of real estate taxes on the Real Estate shall be based upon such taxes for the year currently payable unless the parties state otherwise.

4. SPECIAL ASSESSMENTS.

- A. Sellers shall pay all special assessments which are a lien on the Real Estate as of the date of acceptance of this offer.
- B. All other special assessments shall be paid by Buyers.

5. RISK OF LOSS AND INSURANCE. Property is being sold in "AS IS" condition without any insurance coverage.

6. CARE AND MAINTENANCE. The Real Estate shall be accepted in its "AS IS" condition at the time possession is delivered to Buyers. If 5.a. is stricken and there is loss or destruction of all or any part of the Real Estate, Buyers agree to accept such damaged or destroyed Real Estate. Sellers shall not be required to repair or replace same.

7. POSSESSION. If Buyers timely perform all obligations, possession of the Real Estate shall be delivered to Buyers on closing, with any adjustments of rent, insurance, and interest to be made as of the date of transfer of possession.

8. FIXTURES. All property that integrally belongs to or is part of the Real Estate, whether attached or detached, such as light fixtures, shades, rods, blinds, awnings, windows, storm doors, screens, plumbing fixtures, water heaters, water softeners, automatic heating

equipment, air conditioning equipment, wall to wall carpeting, built-in items and electrical service cable, outside television towers and antenna, fencing, gates and landscaping shall be considered a part of Real Estate and included in the sale except: (consider: rental items.)
NO EXCEPTIONS

9. USE OF PURCHASE PRICE. At time of settlement, funds of the purchase price may be used to pay taxes and other liens and to acquire outstanding interests, if any, of others.

10. ABSTRACT AND TITLE. Buyer at its expense shall order a title search. It shall show merchantable title in Sellers in conformity with this agreement, Iowa law and Title Standards of the Iowa State Bar Association. If Seller cannot provide marketable title this offer may be withdrawn without further payment.

11. DEED. Upon payment of the purchase price, SELLERS shall convey the Property to BUYERS by Quit Claim deed, free and clear of all liens, restrictions, and encumbrances except as provided in this Agreement. General warranties of title shall extend to the time of delivery of the deed excepting liens or encumbrances suffered or permitted by BUYERS.

12. JOINT TENANCY IN PROCEEDS AND IN REAL ESTATE. If Sellers, immediately preceding acceptance of this offer, hold title to the Real Estate in joint tenancy with full right of survivorship, and the joint tenancy is not later destroyed by operation of law or by acts of the Sellers, then the proceeds of this sale, and any continuing or recaptured rights of Sellers in the Real Estate, shall belong to Sellers as joint tenants with full rights of survivorship and not as tenants in common; and Buyers, in the event of the death of either Seller, agree to pay any balance of the price due Sellers under this contract to the surviving Seller and to accept a deed from the surviving Seller consistent with paragraph 11.

13. JOINDER BY SELLER'S SPOUSE. Seller's spouse, if not a titleholder immediately preceding acceptance of this offer, executes this contract only for the purpose of relinquishing all rights of dower, homestead and distributive shares or in compliance with Section 561.13 of the Iowa Code and agrees to execute the deed or real estate contract for this purpose.

14. TIME IS OF THE ESSENCE. Time is of the essence in this contract.

15. REMEDIES OF THE PARTIES

- A. If Buyers fail to timely perform this contract, Sellers may forfeit it as provided in the Iowa Code, and all payments made shall be forfeited or, at Seller's option, upon thirty days written notice of intention to accelerate the payment of the entire balance because of such failure (during which thirty days such failure is not corrected) Sellers may declare the entire balance immediately due and payable. Thereafter this contract may be foreclosed in equity and the Court may appoint a receiver.
- B. If Sellers fail to timely perform this contract, Buyers have the right to have all payments made returned to them.
- C. Buyers and Sellers also are entitled to utilize any and all other remedies or actions at law or in equity available to them and shall be entitled to obtain judgment for

costs and attorney fees as permitted by law.

16. STATEMENT AS TO LIENS. If Buyers intend to assume or take subject to a lien on the Real Estate, Sellers shall furnish Buyers with a written statement from the holder of such lien, showing the correct balance due.

17. SUBSEQUENT CONTRACT. Any real estate contract executed in performance of this contract shall be on a form of the Iowa State Bar Association.

18. APPROVAL OF COURT. If the sale of the Real Estate is subject to Court approval, the fiduciary shall promptly submit this contract for such approval. If this contract is not so approved, it shall be void.

19. CONTRACT BINDING ON SUCCESSORS IN INTEREST. This contract shall apply to and bind the successors in interest of the parties.

20. CONSTRUCTION. Words and phrases shall be construed as in the singular or plural number, and as masculine, feminine or neuter gender, according to the context.

21. CERTIFICATION. Buyers and Sellers each certify that they are not acting, directly or indirectly, for or on behalf of any person, group, entity or nation named by any Executive Order or the United States Treasury Department as a terrorist, "Specially Designated National and Blocked Person" or any other banned or blocked person, entity, nation or transaction pursuant to any law, order, rule or regulation that is enforced or administered by the Office of Foreign Assets Control; and are not engaged in this transaction, directly or indirectly on behalf of, any such person, group, entity or nation. Each party hereby agrees to defend, indemnify and hold harmless the other party from and against any and all claims, damages, losses, risks, liabilities and expenses (including attorney's fees and costs) arising from or related to my breach of the foregoing certification.

22. TIME FOR ACCEPTANCE. If this offer is not accepted by Sellers it shall become void and all payments shall be repaid to the Buyers.

23. INSPECTION OF PRIVATE SEWAGE DISPOSAL SYSTEM. Seller represents and warrants to Buyer that the Property is not served by a private sewage disposal system, and there are no known private sewage disposal systems on the property.

24. OTHER PROVISIONS.

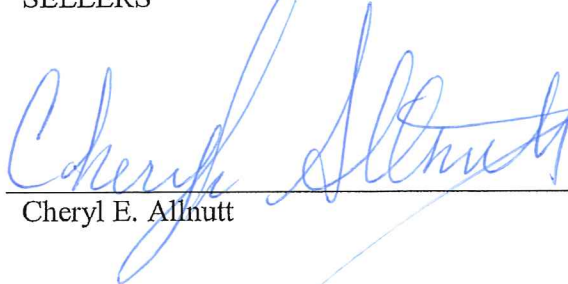
- A. Property is accepted by the Buyer in its "AS IS" condition.
- B. Buyer shall pay for a Title Search and preparation and filing of an Affidavit of Surviving Joint Tenant.

Accepted February 16, 2018

Dated _____, 2018

SELLERS

BUYERS


Cheryl E. Allnutt

City of Marshalltown

by Joel T.S. Greer, Mayor

Attest:

Shari L. Coughenour, City Clerk

Address : 905 Iowa Avenue W, Apt. 6
Marshalltown, IA 50158
Telephone: _____

Address : 24 N Center Street
Marshalltown, IA 50158
Telephone: 641-754-5701

MARSHALLTOWN

I O W A

City Administrator's Office

Joel Greer, 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 Greer and the City Council
From: Jessica Kinser, City Administrator
Date: February 23, 2018
RE: 712 E. Boone St.

I wanted to bring you up to date on what costs this City will incur to purchase this property. A title search showed a judgment of \$424.50 that had been placed on the property. I'm recommending the City simply pay this amount for this transaction to be completed. There are no taxes due on the property at this time.

With some guidance from the City Attorney, here is a total of the anticipated/incurred costs:

- Purchase Price: \$500
- Recording: \$29
- Title Search: \$125
- Judgement: \$424.50

Total: \$1,078.50

This does not include any attorney fees for preparing documents.

The resolution also directs the City Clerk to not assess any charges which were approved by the Council at the February 12th meeting.

If this is agreeable to the Council, I recommend the resolution be approved.

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Leon Lamer, Bill Martin, Bethany Wirin



RESOLUTION APPROVING ONE-TIME FUNDING FOR THE EARLY HIRE OF A POLICE
OFFICER POSITION IN FISCAL YEAR 2018

WHEREAS, the City of Marshalltown Police Department has budgeted staffing of 42 in the fiscal year 2018 budget; and

WHEREAS, the City Council has previously approved the early hiring of two police officers in the current fiscal year to allow for an officer to be fully-trained prior to anticipated retirements actually occurring; and

WHEREAS, two additional Police Department personnel are eligible for retirement between in September 2018, creating short-staffing issues and a void of personnel should both employees retire when first eligible; and

WHEREAS, the next session of the Iowa Law Enforcement Academy is scheduled for April 2018, with a total of approximately seven months required before an officer is approved to work independently on a shift; and

WHEREAS, the active Civil Service hiring list for police officer has one candidate remaining on the list;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, one-time funding from the Council-designated allocation of Local Option Sales Tax in the current fiscal year is hereby approved in the amount of \$8,500 for the early hire of one Police Officer in fiscal year 2018 to attend the April 2018 Iowa Law Enforcement Academy in order to adequately train and prepare the officer to be street ready by the time of a September retirement; and

BE IT FURTHER RESOLVED, all associated benefits are to be covered by the employee benefit tax levies and are not included in the base wage figure above.

Passed this 26th day of February, 2018, and signed this ____ day of February, 2018.

CITY OF MARSHALLTOWN, IOWA

James Lowrance, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

MARSHALLTOWN

— I O W A —

24 N Center Street
Marshalltown, IA 50158

February 23, 2018

To: Mayor, Members of the City Council and City Administrator
From: Shari L. Coughenour, CMC, City Clerk
Re: Codification Services

Policy Issue: The city is required to maintain a Code of Ordinances. code is required to be reviewed by legal staff to ensure compliance with state and federal codes.

Recommendation: Staff recommends approval of the five year contract with American Legal Publishing Corporation. This contract includes review by their legal staff to ensure compliance with state and federal codes, codification services as outlined in the contract, including printing, publishing and internet hosting.

At no cost to the city, other agencies can subscribe to receive code books and updates.

Background: The City of Marshalltown has attempted to handle Code updates internally.

Budget Impact: General Fund. \$17,100 plus web hosting \$750. Annual costs are \$19 per printed page for the code updates and \$450 per year for hosting. Ten books are included in the contract.

Attachment: Contract, Resolution adopting contract.

City of Marshalltown
24 N Center Street
Marshalltown, IA 50158

American Legal Publishing Corporation
One West Fourth Street, 3rd Floor
Cincinnati, Ohio 45202

City of Marshalltown
24 North Center Street
Marshalltown, IA 50158

CODIFICATION AGREEMENT

February 26, 2018

The City of Marshalltown, a municipal corporation in the State of Iowa (“Municipality”) and American Legal Publishing Corporation, (“Publisher”), an Ohio corporation, agree as follows:

I. THE PUBLISHER SHALL:

- (1) Examine the Municipality's prior code of ordinances, zoning code, and all ordinances or resolutions provided by the Municipality and determine which materials are to be codified.
- (2) *Legal Review.* Utilize its staff of attorneys to review all materials to be codified and prepare a written report for the municipal attorney.
 - (a) The report may include notice of and suggestions for resolving the following:
 - Apparent conflicts with referenced state and federal statutes and administrative regulations;
 - Repealed, renumbered, or obsolete state and federal statutory citations;
 - Apparent conflicts with prominent federal case law; and
 - Internal discrepancies such as duplications, ambiguities, and obsolete terminology.
 - (b) Suggest new provisions which the Municipality should consider including in the code, and suggest deleting old provisions which are no longer necessary.
 - (c) The review will not involve re-drafting of entire chapters by the Publisher. However, the Publisher will provide model ordinances to the Municipality upon request if in possession of such models.
 - (d) At the option of the municipality, hold a conference with municipal representatives to review the report. The Municipality will not be billed for time of the American Legal staff attorney if it chooses this option, but will be billed for travel expenses.

Note: The review performed by the Publisher should not be considered as a substitute for the competent advice of your Municipal Attorney, especially based on his/her in-depth knowledge of local practices and procedures, and American Legal Publishing is in no way assuming the role of attorney for the municipality. Land Use sections of the code are especially specific to the locality and are thus only subject to cursory review and comparison with the rest of the code. *(A Sample Report is attached to indicate the type of comments that are likely to be contained in the report for Marshalltown.)*

- (3) Classify all ordinances and resolutions which are of a general and permanent nature into titles, chapters, and sections, according to subject matter.

- (4) Make changes to effect uniformity of style and to correct typographical and spelling errors, grammar, and usage. Substantive changes shall not be made in the wording of the ordinances. Suggestions for additions or changes in the ordinances will be submitted to the Municipal Attorney.
- (5) Prepare:
 - (a) Title, chapter, and section headings.
 - (b) A table of contents and sectional analysis for each chapter.
 - (c) A legislative history for each section, citing the ordinance number and date of passage, as indicated on copies of ordinances supplied to the Publisher.
 - (d) Statutory cross-references to sections of the state statutes and to other pertinent parts of the Code where applicable. These references shall appear at the end of the section to which they apply.
 - (e) Tables of Special Ordinances listing chronologically those ordinances in certain subject areas that the Municipality finds to be pertinent.
 - (f) Parallel Reference Tables showing:
 1. The disposition of ordinances (in numeric sequence) included in the codification (Ordinance to Code).
 2. A listing of code sections based on state statutes (Statute to Code).
 3. A listing of prior code sections incorporated into the new code if applicable (Old Code to New Code).
 - (g) An index (which will be created after the first draft of the Code is submitted).
- (6) Provide the Municipality with model or sample ordinances when available and upon request, at no additional charge.
- (7) Deliver to the Municipality, within 4-6 months from receipt of the materials deemed necessary by the Publisher to begin the codification (prior code, ordinances and new code questionnaire), one copy of a draft of the Code for the Municipality's examination.
- (8) If necessary, hold a conference to make final corrections, additions, and deletions to the Code. The Municipality will be billed for the travel expenses of the American Legal staff attorney. The Municipality may present changes to pages of the draft at the conference. After the final conference, no additional changes are to be made. Any further changes, additions, or deletions shall be made in the future supplements to the Code in accordance with III(3) of this Agreement. When the draft, and any changes thereto made by the Municipality, is returned to the Publisher, such return of the draft shall be deemed final authorization by the Municipality to publish the Code as returned. If additional conferences are requested by the Municipality which require the travel of a member of the staff of the Publisher, then the Municipality shall be advised what the additional cost, if any, for such conference will be.
- (9) Deliver to the Municipality, within 3 months of receipt of the corrected draft, 10 printed copies of the Code meeting the following specifications:
 - (a) Type to be single or dual column, at the option of the Municipality
 - (b) Page size to be 8½" x 11"

(c) Printed on high quality paper

(d) All copies to be in hard-covered, 3-ring, loose leaf binders. All binders shall have the Municipality's name stamped in gold and shall contain divider tabs.

(10) Provide a sample adopting ordinance to the Municipality.

II. THE MUNICIPALITY SHALL:

(1) The Municipality will provide clear copies of all materials necessary to perform the codification, including the most current copy of any previously published code of ordinances, copies of ordinances and pertinent resolutions not previously codified, and a completed New Code Questionnaire (provided by the Publisher).

(2) After receipt of the draft of the code and legal report described in paragraph I (2), the Municipality shall have 60 days to review the draft and report and to return to the Publisher its comments about the draft and its answers to the legal report. In the alternative, if the Municipality opts for the legal conference described in paragraph I (8), it must contact the Publisher within 60 days to set up a meeting date. The meeting, itself, need not occur within the same 60 day period. If the Municipality fails to either return its comments and answers to the legal report within 60 days or, if applicable, to set up a meeting date, the Municipality may request that the Publisher extend the deadline in writing. The Publisher may adjust the contract price to cover any increased costs due to the Municipality's delay.

(3) The Publisher agrees to include in the final version of the Code all ordinances adopted by the Municipality up to the time the manuscript is originally due back to the Publisher under the provisions of (2) above. The Municipality agrees that any ordinances adopted after this date shall be included at the Publishers' supplement rates (as set out in paragraph III(3)(b)) at the time of the inclusion of these ordinances into the code.

(4) (a) Pay to the Publisher for the final code order as a base price, the sum of \$17,100 (plus shipping/handling) for its services set out in Section I, payable as follows:

25% due upon acceptance of this agreement;

50% within 30 days after submission of the manuscript and invoice;

The balance 30 days after receiving and reviewing the legal report and final delivery of the printed Code books plus invoice.

(b) The price above is based upon a code of the following number of pages according to the format option chosen by the Municipality. Should the final code number fewer or more pages than this estimate, the base price will decrease or increase accordingly at the time of the final invoice:

FORMAT	NUMBER OF PAGES	DECREASE OR INCREASE
8½" x 11" Single-column page	900	\$16 per page
8½" x 11" Dual-column page	750	\$17 per page

III. OPTIONAL SERVICES.

The Municipality, by the initials of the person executing the agreement on its behalf, exercises the following options:

INITIAL

(1) Code Format: (Initial one only)

(a) Single-column format single column

(b) Dual-column format _____

(2) Additional Copies of Code: number of copies _____ (with binders: Yes or No) n/a

The Municipality may purchase additional codes at (*circle one*): \$85 per copy or \$65 without a binder.

(3) Five year supplemental service plan: yes

For a period of five years after delivery of the code:

(a) The Publisher shall:

1. Incorporate into the code new pertinent ordinances submitted by the Municipality.
2. Revise or make additional entries to the table of contents, parallel reference tables, and index as necessary to reflect the incorporation of additional, changed or deleted material.
3. Deliver to the Municipality 10 printed copies of supplemental pages with an instruction sheet for directing the placement of the new pages in the code.

(b) The Municipality shall:

1. Provide a copy of ordinances or resolutions passed subsequent to publication of the previous code supplement;
2. Pay to the Publisher the sum of \$19 per reprinted single column page or \$22 per reprinted dual column page, plus shipping/handling.

The prices above are for a five-year period and cannot be changed except for adjustments in the second, third, fourth, and fifth years of this agreement to reflect any decrease or increase in the United States Consumer Price Index calculable from the month of delivery of the Code.

(c) Upon completion of the five-year period, this agreement shall automatically renew itself from year to year except that either party may alter or cancel the terms of this agreement at any time upon ninety days written notice.

(4) Code on CD-ROM (word processing program):

CD in MSWord

At no additional charge, the Publisher will provide the code on CD-ROM in one of the following formats (*circle one*): PDF WordPerfect or Microsoft Word

(5) Subscribers Service:

yes

The Publisher will operate a subscription service upon the Municipality's request as follows:

- (a) The Publisher will determine production cost and shipping and handling charges.
- (b) Subscribers can be charged in advance or at time of shipment if they wish to subscribe to the supplements. The total cost for this subscription will be for a year's worth of supplements.
- (c) Subscribers of the complete code will be required to pay in advance of shipment by check or credit card.
- (d) The Publisher will incur all mailing costs for the marketing of the code. Order forms with an announcement of the codes and supplement service availability will be included in this mailing.
- (e) Any law firms, realtors, businesses, libraries or other interested parties contacted may inquire about code orders by using the Publisher's toll-free number.
- (f) The Publisher will print subscribers' orders as needed, and will not require the Municipality to either pre-purchase copies or store extra copies.

(6) Reprints of Specific Code Parts:

- (a) Reprints, sized for 8½" x 11" copy, containing component parts of a Code, with a cardstock cover, may be ordered: (*circle desired topic and insert number of copies*):

Charter	# of copies _____	none _____
Traffic/General Offenses Code	# of copies _____	_____
Zoning Code	# of copies _____	_____
Subdivision	# of copies _____	_____
All Land Use Regulations	# of copies _____	_____
Other _____	# of copies _____	_____

- (b) Cost: 7½ cents per printed page

- (c) Optional 3-ring pamphlet binders (\$15 each) _____

- (d) Pocket sized pamphlets are available at rates to be agreed upon.

(7) Folio VIEWS Search and Retrieval program:

- (a) The Publisher shall provide the Municipality's code in the Folio format on CD-ROM with complete instructions and one copy of a manual for \$750. yes
- (b) Code on the Internet (after Folio conversion) at \$450 per year. yes
- (c) Access and Search other codes on American Legal Publishing's Website No charge

Choose a schedule for future updates:

Printed Book Updates: _____ annually _____ six months _____ quarterly yes as ordinances pass

Folio/Internet Updates: _____ annually _____ six months _____ quarterly yes as ordinances pass

(8) Optional Advance Legislative List:

- (a) Advance Legislative List (New ordinances list): \$95/yr no
(a list of new ordinances, dates and a summary on the web until the code is updated)
- (b) Advance Legislative List with linking to text of complete ordinance:
\$95/year + \$10/ordinance _____
Unlimited number of ordinances \$300/year _____
- (c) Should all ordinances passed be listed on the web, or just those that affect the code:
All ordinances (even if not codifiable): no
Just codifiable ordinances: _____

IV. TRANSMITTAL AS OFFER.

The transmittal of this Agreement to the Municipality is an offer by the Publisher to perform the stated services at the prices and terms referenced within the Agreement. This offer will expire if not executed by the Municipality by April 30, 2018, unless such date is extended in writing by the Publisher.

IN WITNESS WHEREOF the parties to this contract have hereunto set their hands on the date(s) indicated:

City of Marshalltown, Iowa

American Legal Publishing Corporation

By _____

By _____

Title JOEL T.S. GREER, MAYOR

Title Ray Bollhauer, Staff Attorney

Date _____

Date _____

ATTEST:

SHARI L COUGHENOUR, CMC
CITY CLERK

2018-____

RESOLUTION APPROVING CODIFICATION AGREEMENT WITH AMERICAN
LEGAL PUBLISHING CORPORATION

WHEREAS there is herewith submitted to the City Council of Marshalltown, Iowa, a proposed Codification Agreement with American Legal Publishing Corporation; and

WHEREAS the City Council of Marshalltown has fully examined same and has found same to be in the best interests of the City of Marshalltown, Iowa, and the same should now be approved and accepted.

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

Section 1. That the Agreement by and between the City of Marshalltown, Iowa and American Legal Publishing Corporation for codification services described in the Agreement attached hereto is 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 the City of Marshalltown.

Passed this 26th day of February 2018, and signed this _____ day of February 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T. S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

**RESOLUTION AMENDING THE AGREEMENT WITH BOLTON & MENK FOR THE
HIGHWAY 14 CORRIDOR STUDY TO ADD WAYFINDING TO THE SCOPE OF WORK**

WHEREAS, the City Council approved Resolution 2017-335 on December 11, 2017, which approved an agreement with Bolton & Menk to complete a study of the Highway 14 Corridor, and

WHEREAS, the City of Marshalltown obtained grant funding for a Wayfinding Master Plan, which includes \$20,000 from the Martha Ellen Tye Foundation and \$20,000 of Local Option Sales Tax; and

WHEREAS, the Highway 14 Corridor scope of work involves a signage and monumentation design which would also be included in the scope of work for a Wayfinding Master Plan; and

WHEREAS, Bolton & Menk is uniquely qualified firm to complete a Wayfinding Master Plan due to the overlap and synergies with the contract and scope of work for the Highway 14 Corridor Study;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARSHALLTOWN, IOWA, that scope of work and contract amendment to develop a Wayfinding Master Plan is hereby approved and the Mayor is directed to sign the contract amendment.

Passed this 26th day of February, 2018, and signed this _____ day of February, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk



Real People. Real Solutions.

309 E 5th Street
Suite 202
Des Moines, IA 50309-1981

Ph: (515) 259-9190
Fax: (515) 233-4430
Bolton-Menk.com

2.22.2018

Jessica Kinser – City Administrator
City of Marshalltown
24 N Center Street
Marshalltown, Iowa 50158

Dear Jessica:

Improving wayfinding signage throughout Marshalltown is a great goal and speaks to the message we have heard in our public outreach opportunities for both the Hwy 14 Corridor Study and the Strategic Parks Plan. Community members have expressed the need for improved signage and understand the value an updated family of signage might have on the community.

We believe the City of Marshalltown will find great value in our experience and ability to make responsible design recommendations that are consistent with the City's expectations and backed by community support. We have completed similar projects for similar communities and our experience with taking master planning concepts to built products, is something we pride ourselves on.

The outcome of this project will provide the City with schematic level construction details and cost estimates for a family of signage for four distinct scales of signage including:

- Large scale monumentation
- Site/landmark specific signage
- Directional signage
- Small scale panel/blade signage

We will introduce this project and its goals during our final open house for the Hwy 14 Corridor Study. Our intent is that we can build awareness for the wayfinding signage master plan while we have a captive audience. As signage, gateway elements and monumentation are all components of the Hwy 14 Corridor Study, this contract amendment will allow our team to efficiently roll into development of the wayfinding master plan.

In continued service to the City of Marshalltown, we are excited at the opportunity to complete the Wayfinding Signage Master Plan. Please contact me at 515-450-4833 or caseyby@bolton-menk.com if you have any questions regarding our proposal.

Respectfully submitted,

Bolton & Menk, Inc.

Casey Byers, PLA, ASLA

Landscape Architect



Real People. Real Solutions.

309 E 5th Street
Suite 202
Des Moines, IA 50309-1981

Ph: (515) 259-9190
Fax: (515) 233-4430
Bolton-Menk.com

HIGHWAY 14 CORRIDOR STUDY – AMENDMENT NO. 1: **WAYFINDING SIGNAGE MASTER PLAN - SCOPE OF SERVICES**

Bolton & Menk has developed the following scope of services to develop a Wayfinding Signage Master Plan for the City of Marshalltown. This project scope will be executed as an amendment to the Highway 14 Corridor Study.

The objective of the Master Plan will be to provide the City schematic considerations for improving signage throughout the community. Having this master plan in place will help the City make informed decisions for improving wayfinding throughout the community, further establish the City's brand identity and reduce long-term maintenance of existing signage.

Task 1: Project Management

Bolton & Menk will work in close coordination with the City to develop the project schedule and ensure project deadlines and expectations are met. Project management activities include project monitoring, conducting project meetings and providing project updates.

Task 1 Deliverables: Meeting Agendas, Meeting Minutes

Task 2: Information Gathering

Our team will conduct an inventory of the different types of signage currently being used throughout the City. It is important that we understand the attractions and places where signage is displayed, how signage is used to guide visitors to these destinations and what the existing character is of the different types of signage.

Specific components of this task include:

- Collect an inventory of existing signage types and locations. For this task, Bolton & Menk will not be documenting each individual sign and will rely on City staff for quantifying signs for similar locations/attractions. This inventory does not include jurisdiction/traffic signage.
- Conduct an assessment of current wayfinding signage. Identify user groups and how signs are used at various locations.
- Familiarize the design team with Marshalltown landmarks, established districts, facilities and destination generators.
- Identify wayfinding gaps and factors that might limit awareness and exposure of destinations and attractions.

Task 2 Deliverables: A digital base map identifying existing wayfinding and amenities. Inventory and analysis report of findings.

Task 3: Public Outreach

Bolton & Menk will work with City staff to gather public input from the community that will be used to inform the outcomes of the Wayfinding Signage Master Plan. It is our understanding that the City has

identified individuals and groups that will have an interest in this project. We intend to engage these stakeholders and with the assistance of City staff, will develop a steering committee which we will work closely with throughout this master planning process.

The following includes a summary of the various meeting and outreach opportunities we feel is appropriate for this project:

- (3) Project Coordination Meetings (Design Team and City Staff)
- (2) Steering Committee Meetings
- (2) Public Open House
- (1) City Council Presentation

Task 3 Deliverables: A community engagement plan, presentation materials and meeting notes.

Task 4: Theme Development

During early public outreach opportunities, our team will gauge participant interest on precedent imagery of various signage elements, character and materials. We will use this information to develop a palette for attributes that will help guide concept development.

Task 4 Deliverables: Material palette recommendations based on public outreach input.

Task 5: Signage Concept Development

Successful wayfinding signage establishes a consistent character, effectively portrays a specific message and can be replicated in different scales. Our design team will develop three distinct signage families that include four scales of signage opportunities as follows:

- Large scale monumentation
- Site/landmark specific signage
- Directional signage
- Small scale panel/blade signage

During the 2nd and final public open house, the design team will seek input on which signage family or characteristics the community likes and dislikes. This information will be used to determine a preferred concept.

Task 5 Deliverables: Preparation of conceptual designs for three signage families.

Task 6: Preferred Concept/Standard Development

The design team will further develop the preferred signage family into schematic level construction details for one prototypical sign for each of the four signage types as described in Task 5. Elements of these design drawings will identify the following:

- Dimensions
- Material callouts
- Font type and size
- Colors
- Architectural elements
- Graphics

Specific standards will be developed for adapting the preferred signage concepts to accommodate specific districts/facilities/entities within Marshalltown, including:

- The Downtown Business District
- Marshalltown Parks and Rec
- The 13th Street District
- City of Marshalltown

*The preferred signage family will allow the flexibility to represent the above ‘special uses’ but maintain a consistent overall theme.

A written report describing the types of wayfinding signage, a digital base map identifying recommended locations for signage and schematic level cost estimates will be provided during this task.

All project deliverables will be compiled into a master plan report document that will be presented to City Council for adoption at the completion of the project.

Task 6 Deliverables: Schematic level construction details for preferred signage family concept, location map, schematic level cost estimates, and final master plan report.

TIMELINE

We will kick off the Wayfinding Signage Master Plan project scope in early April, by promoting the public outreach process in conjunction with our final open house for the Hwy 14 Corridor Study project. Due to the amount of information to be collected early in the project and to not overload community members, we recommend facilitating separate open house meetings for this scope of work but outcomes of the Highway 14 Corridor Study will influence the direction of the wayfinding master plan.

We have developed a 20 week schedule for this process, with a completion date of late August. Upon review of our proposed timeline, we would like to refine this with city staff to identify specific project milestones and confirm this timeline fits with the City’s expectations.

ESTIMATED FEES

Bolton & Menk proposes to complete the above scope of work for a lump sum fee of \$37,460. The fees for the individual tasks are estimates, a breakdown of the estimated fees are as follows:

Contract Amendment No. 1: Wayfinding Signage Master Plan

Task 1: Project Management	\$ 3,580
Task 2: Information Gathering	\$ 5,440
Task 3: Public Outreach	\$ 7,050
Task 4: Theme Development	\$ 1,980
Task 5: Signage Concepts	\$ 11,140
Task 6: Preferred Concept/Standards	\$ 8,270

Amendment No. 1 - Total Estimated Fee **\$ 37,460**

Original Contract Value **\$ 75,730**

Total Adjusted Contract **\$ 113,190**

*Originally executed agreement and proposal terms shall apply to this contract amendment

Respectfully Submitted,
Bolton & Menk, Inc.



James Harbaugh, PLA, ASLA
Principal-in-Charge

Accepted,

Name

Title

Date

MARSHALLTOWN

I O W A

City Administrator's Office

Joel Greer, 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 Greer and the City Council
From: Jessica Kinser, City Administrator
Date: February 23, 2018
RE: Contract Amendment for Wayfinding

Policy Issue: Council must authorize approve all contracts and amendments

Recommendation: To approve the resolution as proposed

Background: The City contracted with Bolton & Menk in December for the completion of the Highway 14 Corridor Study. The City also submitted a grant application to the Martha Ellen Tye Foundation in late November for funding of \$20,000 to fund half of a Wayfinding Master Plan.

After reviewing the scope of work for the Highway 14 Study and seeing the work completed with a touch on wayfinding in the Parks and Recreation Master Plan, it is in the City's best interest not to bid out the Wayfinding Master Plan, but to amend the contract for the Highway 14 study to consider what overlap and synergies exist with work previously completed and in process by Bolton & Menk. They are uniquely qualified to do the work due to these other projects. Their proposal is \$37,460, which is under budget.

Budget Impact: \$17,460

Attachment: Resolution and Contract Amendment

City Council

Susan Cahill, Michael Gowdy, Al Hoop,
Leon Lamer, Bill Martin, Bethany Wirin



**RESOLUTION APPROVING PRELIMINARY AND FINAL PLAT FOR GODFREY
SUBDIVISION**

WHEREAS the Preliminary and Final Plat, including lot layout plan and grading for Godfrey Subdivision has been filed for review and approval; and

WHEREAS the Plan Zoning Commission reviewed and recommended approval of the Preliminary and Final Plat for Godfrey Subdivision at a meeting on February 15, 2018, conditional upon the inclusion of easement agreements related to the Septic System and Sign be recorded with the plat; 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 Godfrey Subdivision is hereby approved and accepted as under the conditions as set forth therein.

Passed this ____ day of _____ 2018 and signed this ____ day of _____ 2018.

CITY OF MARSHALLTOWN

Joel T.S. Greer, Mayor

ATTEST:

SHARI L. COUGHENOUR, City Clerk

MARSHALLTOWN

I O W A

TO: Mayor, City Council Members and City Administrator

FROM: Michelle Spohnheimer, Housing & Community Development Director

DATE: February 26, 2018

Godfrey Subdivision – Preliminary & Final Plat

Policy Issue: This property is zoned PC, Planned Commercial. This zoning district requires all parcel splits to go through the subdivision process with a Preliminary and Final plat. The lots have the required frontage and lot area. New development on Lot 2 would have to comply with any design standards in place at the time of development.

Zone:	PC – Planned Commercial District.
Use:	Gasoline station with convenience store – Existing Permitted Use
Comprehensive Plan:	Commercial

Recommendation: The Plan Zoning Commission reviewed the subdivision and recommended approval to the City Council at their meeting on February 15, 2018. They discussed the lot layout and location of the septic and sign. They recommended that easement agreements address issues such as replacement and repair.

Background: Godfrey Motors Inc. owns the property at 1701 Iowa Avenue East. The owner is looking to subdivide the existing parcel into two new lots. Lot 1 would contain the existing gas station and the remaining property would be a new lot (Lot 2). Lot 2 does contain the septic system, which serves the gas station, and the freestanding sign is located on Lot 2. Both have identified easements related to these items. The proposal is to sell the station to a new owner who is not interested in the larger parcel.

Budget Impact: The owner has paid the related subdivision fees and will pay for the recording of the plat. There are not any other impacts.

Attachment: The Preliminary and Final Plat is attached along with the related legal documents and a resolution.

Complete the following contact information. (Please type or print clearly)

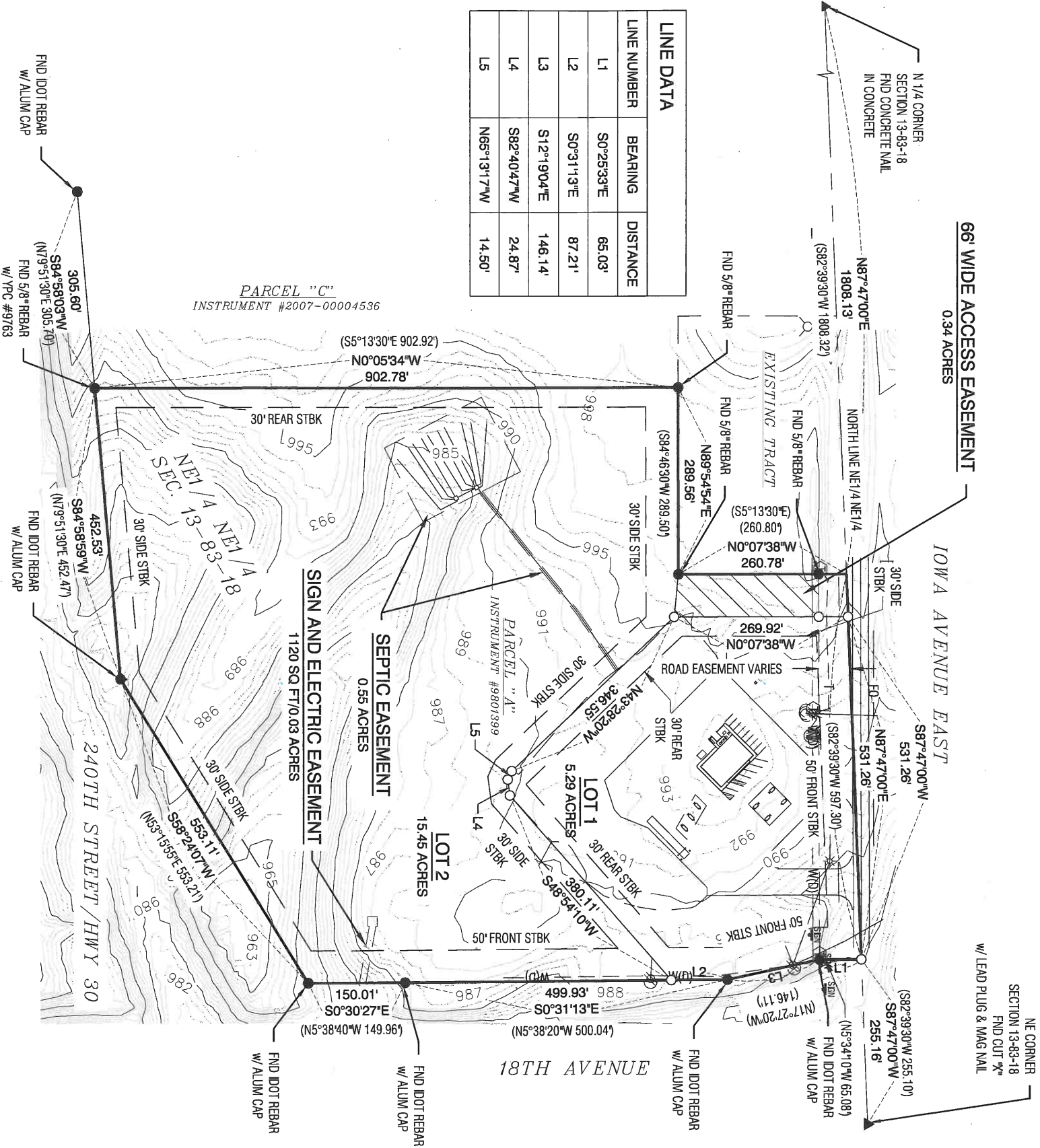
Owner Corporation Name Godfrey Motors Inc.	
Contact/Owner Name William G. Godfrey Jr.	
Owner Address 603 Elmwood Dr. Marshalltown, IA 50158	Owner Fax
Owner Phone 641-485-0777	
Owner E-mail	

Name of Law Firm Grimes, Buck, Schoell, Beach & Hitchins	
Attorney Name Kevin Hitchins	
Attorney Address 102 East Church St Marshalltown, IA 50158	Attorney Fax
Attorney Phone 641-752-4507	
Attorney E-mail kevin@gbsbhlaw.com	

Engineer Firm Name CGA	
Engineer Contact Person Jeremy Harris	
Engineer Address 16 E Main St. Marshalltown, IA 50158	
Engineer Phone 641-752-6701	Engineer Fax
Engineer E-mail jharris@cgaconsultants.com	

PRELIMINARY PLAT
GODFREY SUBDIVISION

INDEX LEGEND	
LOCATION:	GODFREY SUBDIVISION LOCATED IN PARCEL "A" IN THE NE1/4 OF THE NE1/4 OF SECTION 13-83-18, MARSHALL COUNTY, IOWA
PROPRIETOR:	GODFREY MOTORS, INC.
SURVEY REQUESTED BY:	TROY GODFREY
FIELD WORK COMPLETED:	12/8/2017
SURVEY PREPARED BY:	CLAPSADDE-GARBER ASSOCIATES, INC., 16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158
RESPOND TO:	JEREMY HARRIS
	PHONE 641-752-6701 JHARRIS@CGACONSULTANTS.COM



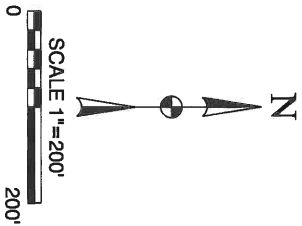
ADDRESS
1701 IOWA AVE. E.
MARSHALLTOWN, IOWA

FLOOD ZONE:
(ZONE X) AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD. AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD.
PANEL # 19127C0170C
EFFECTIVE DATE NOVEMBER 16, 2011

DESCRIPTION
PARCEL "A" IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, FURTHER DESCRIBED AS SHOWN IN PLAT OF SURVEY, FILED MARCH 11, 1998 AS INSTRUMENT NO. 9801399, RECORDS OF THE OFFICE OF THE RECORDER OF MARSHALL COUNTY, IOWA, SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

ZONE INFORMATION:
DISTRICT "PC" - (PLANNED COMMERCIAL)
FRONT YARD: 50' WHERE NO FRONTAGE ROAD REQUIRED, 130-150' WHERE FRONTAGE ROAD IS NOT BUILT BUT WILL BE REQUIRED

SIDE YARDS: 30'
REAR YARD: 30'
MINIMUM LOT WIDTH: 200'
LOT AREA: 60,000 SQUARE FEET
BUILDING HEIGHT: N/A



NOTE: ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.

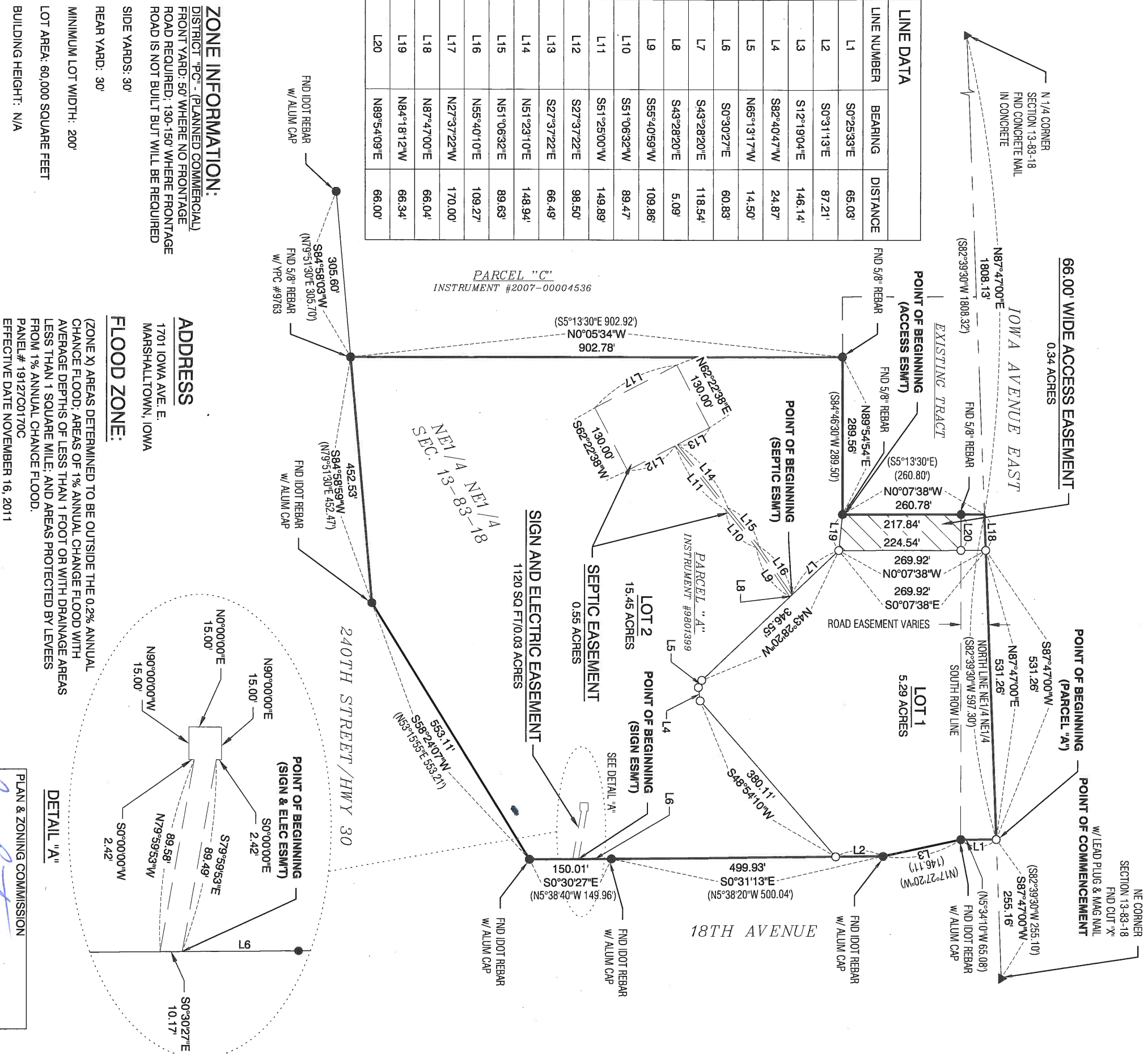
Clapsaddle-Garber Associates, Inc.
16 East Main Street
Marshalltown, Iowa 50158
Ph 641-752-6701
www.cgiconsultants.com

DRAWN CAQ	SHEET NO. 1
DATE 1-25-2018	PROJECT NO. 77627.05

FINAL PLAT GODFREY SUBDIVISION

INDEX LEGEND	
LOCATION:	GODFREY SUBDIVISION LOCATED IN PARCEL "A" IN THE NE1/4 OF THE NE1/4 OF SECTION 13-83-18, MARSHALL COUNTY, IOWA
PROPRIETOR:	GODFREY MOTORS, INC
SURVEY REQUESTED BY:	TOBY GODFREY
FIELD WORK COMPLETED BY:	12/8/2017
SURVEY PREPARED BY:	CLAPSADDLE-GARBER ASSOCIATES, INC.,
RESPOND TO:	16 EAST MAIN STREET, P.O. BOX 754, MARSHALLTOWN, IOWA 50158
JEREMY HARRIS	PHONE 641-752-6701
	JHARRIS@CGACONSULTANTS.COM

LINE DATA		
LINE NUMBER	BEARING	DISTANCE
L1	S0°25'33"E	65.03'
L2	S0°31'13"E	87.21'
L3	S12°19'04"E	146.14'
L4	S82°40'47"W	24.87'
L5	N65°13'17"W	14.50'
L6	S0°30'27"E	60.83'
L7	S43°28'20"E	118.54'
L8	S43°28'20"E	5.09'
L9	S55°40'59"W	109.86'
L10	S51°06'32"W	89.47'
L11	S51°25'00"W	149.89'
L12	S27°37'22"E	98.50'
L13	S27°37'22"E	66.49'
L14	N51°23'10"E	148.94'
L15	N51°06'32"E	89.63'
L16	N55°40'10"E	109.27'
L17	N27°37'22"W	170.00'
L18	N87°47'00"E	66.04'
L19	N84°18'12"W	66.34'
L20	N89°54'09"E	66.00'

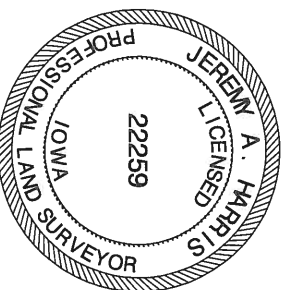
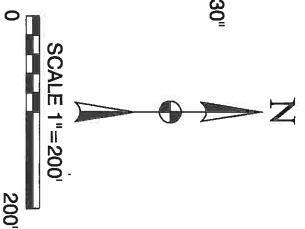


DESCRIPTION
SEE SHEET 2 OF 2

NOTE:
ALL BEARINGS ARE THE RESULT OF G.P.S. OBSERVATIONS.

LEGEND:

- ▲ GOVERNMENT CORNER MONUMENT FOUND
- △ GOVERNMENT CORNER MONUMENT SET 1/2" x 30"
REBAR w/BLUE PLASTIC ID CAP #22259
- PARCEL OR LOT CORNER MONUMENT FOUND
- SET 1/2" x 30" REBAR w/BLUE PLASTIC
ID CAP #22259
- () RECORDED AS



GODFREY SURVEY
MARSHALL SURVEY

I hereby certify that this land surveying document was prepared
and the related survey work was performed by me or under
my direct personal supervision and that I am a duly Licensed
Professional Land Surveyor under the laws of the State of Iowa.

Jeremy Harris
JEREMY A. HARRIS, PLS
Iowa License Number 22259
date 2-13-18

My License Renewal Date is December 31, 2019
Pages or sheets covered by this seal: _____

PLAN & ZONING COMMISSION

ATTEST



Clapsaddle-Garber Associates, Inc.	
16 East Main Street Marshalltown, Iowa 50158 Ph 641-752-6701 www.cgaconsultants.com	
DRAWN	SHEET NO.
CAQ	1
DATE	PROJECT NO.
1-25-2018	77627.05

DESCRIPTION GODFREY SUBDIVISION

GODFREY SUBDIVISION LOCATED ENTIRELY WITHIN PARCEL "A" IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, FURTHER DESCRIBED AS SHOWN IN PLAT OF SURVEY, FILED MARCH 11, 1998 AS INSTRUMENT NO. 9801399, RECORDS OF THE OFFICE OF THE RECORDER OF MARSHALL COUNTY, IOWA. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

DESCRIPTION SIGN AND ELECTRIC EASEMENT

EASEMENT LOCATED ENTIRELY WITHIN LOT 2 OF GODFREY SUBDIVISION IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE, S87°47'00"W 255.16' ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 13 TO THE NORTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 9801399 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, S0°25'33"E 65.03'; THENCE, S12°19'04"E 146.14'; THENCE, S0°31'13"E 499.93'; THENCE, S0°30'27"E 60.83', THE AFORESAID ALL BEING ALONG A EAST LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, CONTINUING S0°30'27"E 10.17' ALONG SAID EAST LINE; THENCE, N79°59'53"W 89.58'; THENCE, S0°00'00"W 2.42'; THENCE, N90°00'00"W 15.00'; THENCE, N0°00'00"E 15.00'; THENCE, N90°00'00"E 15.00'; THENCE, S0°00'00"E 2.42'; THENCE, S79°59'53"E 89.49' TO THE POINT OF BEGINNING, CONTAINING 1120 SQ FT/0.03 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

DESCRIPTION SEPTIC EASEMENT

EASEMENT LOCATED ENTIRELY WITHIN LOT 2 OF GODFREY SUBDIVISION IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE, S87°47'00"W 255.16' ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 13 TO THE NORTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 9801399 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, CONTINUING S87°47'00"W 531.26' ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 13; THENCE, S0°07'38"E 269.92'; THENCE, S43°28'20"E 118.54' TO THE POINT OF BEGINNING; THENCE, CONTINUING S43°28'20"E 5.09'; THENCE, S55°40'59"W 109.86'; THENCE, S51°06'32"W 89.47'; THENCE, S51°25'00"W 149.89'; THENCE, S27°37'22"E 98.50'; THENCE, S62°22'38"W 130.00'; THENCE, N27°37'22"W 170.00'; THENCE, N62°22'38"E 130.00'; THENCE, S27°37'22"E 66.49'; THENCE, N51°23'10"E 148.94'; THENCE, N51°06'32"E 89.63'; THENCE, N55°40'10"E 109.27' TO THE POINT OF BEGINNING, CONTAINING 0.55 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

DESCRIPTION ACCESS EASEMENT

EASEMENT LOCATED ENTIRELY WITHIN LOT 2 OF GODFREY SUBDIVISION IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A NORTHWEST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 9801399 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA PARCEL "A", THENCE, N0°07'38"W 217.84' ALONG A WEST LINE OF SAID PARCEL "A" TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF IOWA AVENUE; THENCE, N89°54'09"E 66.00' ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE, S0°07'38"E 224.54'; THENCE, N84°18'12"W 66.34' TO THE POINT OF BEGINNING, CONTAINING 0.34 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.



Clapsaddle-Garber Associates, Inc
16 East Main Street
Marshalltown, Iowa 50158
712.641.7524/71
www.cgaconsultants.com

DRAWN	SHEET NO.
CAQ	2 OF 2
DATE	PROJECT NO.
1-25-2018	77627.05

Matt Hardin
Associate
Matt.hardin@FaegreBD.com
Direct +1 515 447 4730

Faegre Baker Daniels LLP
801 Grand Avenue • 33rd Floor
Des Moines • Iowa 50309-8011
Phone +1 515 248 9000
Fax +1 515 248 9010

January 9, 2017

BW Gas & Convenience Holdings, LLC
Attn: Jerami Davidson
138 Conant Street
Beverly MA 01915

Re: Preliminary Title Opinion- 1701 Iowa Ave. E., Marshalltown, Marshall County, Iowa

Dear Jerami:

At your request, we have examined the abstract of title last updated as No. 8516 (the "Abstract") from Root of Title to December 14, 2017 at 8:00 A.M., last certified by Evans Abstract Company, to the real estate located in Marshall County, Iowa, described on the attached Exhibit A ("Property"), in order to render this preliminary title opinion.

TITLE

We find legal title to the Property to be in:

GODFREY MOTORS, INC.,
an Iowa corporation

by Sheriff's Deed dated September 15, 2015 and recorded September 17, 2015 as Instrument No. 2015-00004931 in the office of the Marshall County, Iowa, Recorder, and by a Corrective Sheriff's Deed dated November 23, 2015 and recorded November 25, 2015 as Instrument No. 2015-00005996;

subject to the following:

LIENS

1. At Entry No. 44 there appears an **Open End Real Estate Mortgage** granted from Godfrey Motors, Inc., to Pinnacle Bank dated April 1, 2016 and recorded April 7, 2016 as Instrument No. 201600001587 in the amount of \$750,000.00. **This mortgage is a lien on the Property and must be released of record.**

PLAT OF SURVEY

2. At Entry No. 27 of the Abstract there appears a **Plat of Survey** dated March 9, 1998 and recorded March 11, 1998 as Instrument No. 9801399. A copy of the subdivision plat is attached for your reference. For further information on the same, see said instrument on file in the Office of the Recorder of Marshall County, Iowa.

EASEMENT

3. At Entry No. 4 of the Abstract there appears an **Easement** for road purposes from Rasmus G. Tweed and Gonnies Tweed to State of Iowa dated October 28, 1943 and recorded November 24, 1943 in Book 418 at Page 531.
4. At Entry No. 5 of the Abstract there appears an **Easement** for a public highway from Russell Donald Tweed, Gordon Tweed, and Ruth Goldie Bjelland to Marshall County, Iowa, dated July 3, 1963 and recorded August 13, 1964 in Book B15 at Page 217.
5. At Entry No. 16 of the Abstract there appears an **Easement** for a water pipeline from H.N. Schrodt Enterprises, Inc. to Jasper County Water Association dated June 5, 1984 and recorded July 12, 1984 as Instrument No. 208-1984-5.
6. At Entry No. 22 of the Abstract there appears a **Condemnation** by the Iowa Department of Transportation referring to an easement for highway purposes for the use and benefit of Marshall County, Iowa, and a right of temporary easement for the State of Iowa to construct an entrance to a highway dated July 14, 1993 and recorded July 30, 1993 as Instrument No. 721-1993-4.
7. At Entry No. 23 of the Abstract there appears a **Notice of Condemnation** by the Iowa Department of Transportation referring to an easement for highway purposes for the use and benefit of Marshall County, Iowa, and a right of temporary easement for the State of Iowa to construct an entrance to a highway recorded October 13, 1993 as Instrument No. 2719-1993-4.
8. At Entry No. 24 of the Abstract there appears an **Easement** for telecommunications facilities from Joseph W. Ludley and Shala J. Ludley to U.S. West Communication dated April 28, 1994 and recorded May 11, 1994 as Instrument No. 7612-1993-4.
9. At Entry No. 25 of the Abstract there appears and **Electric Utility Easement** from Joseph W. Ludley and Shala J. Ludley to IES Utilities, Inc., dated August 24, 1994 and recorded September 15, 1994 as Instrument No. 9501367.

TAXES

Real estate taxes for fiscal year 2016-2017 and all previous years are shown as paid. Real estate taxes for fiscal year 2017-2018 are shown as follows: First Installment: PAID; Second installment: \$9368.00 UNPAID.

SEARCHES

Searches for personal liens were conducted against Jay Khodiar, Inc., and Godfrey Motors, Inc., for the past ten years to and including December 14, 2017 at 8:00 A.M., with no personal liens shown except as shown herein.

GENERAL

This opinion may be relied upon only by BW Gas & Convenience Holdings, LLC, and may not be furnished to anyone else without our prior written consent.

This opinion is limited to examination of the Abstract as continued and certified by the abstractor to the date and time noted above and does not cover any matters outside the Abstract. We have assumed that Abstract and all information therein is complete, true and correct. No opinion is expressed as to matters not shown in the Abstract that might affect title to the Property.

This opinion is prepared pursuant to Iowa Code §§ 614.29 to 614.38, as amended, and the Eighth Edition of the Iowa Land Title Standards.

This opinion is limited to the laws of the State of Iowa.

Respectfully submitted,

FAEGRE BAKER DANIELS LLP

A handwritten signature in cursive script, reading "Matt Hardin".

Matt Hardin

No. 27

Stewart Surveying

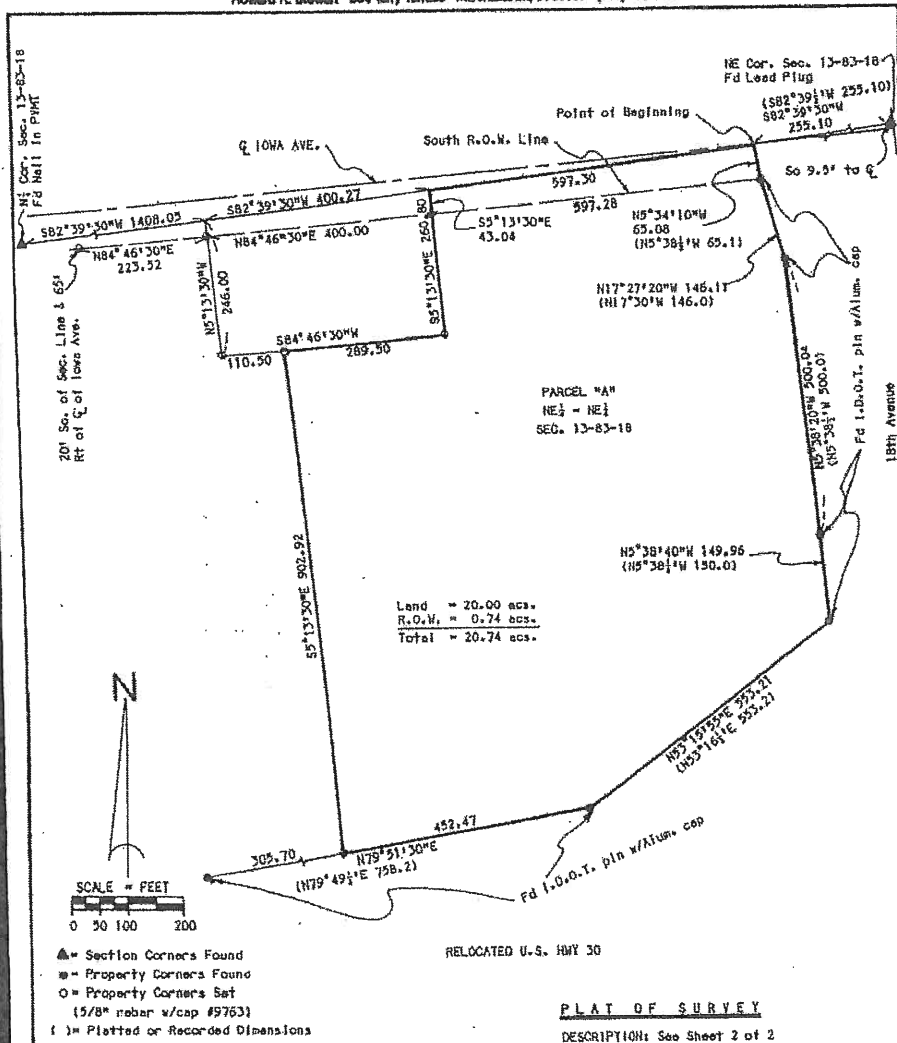
to

Ludley Survey
Parcel "A" NENE 13-83-18

: Plat
: Filed March 11, 1998
: Dated March 9, 1998
: Recorded Instrument
: No. 9801399
:

SEE
FOLLOWING
PAGE
FOR
PLAT

Howard R. Stewart 504 Terry Terrace Marshalltown, IA 50155 (319) 752-2890



PLAT OF SURVEY

DESCRIPTION: See Sheet 2 of 2

OWNER: Joseph W. & Sheila J. Ludley

SHEET 1 of 2

LUOLEY SURVEY
NE $\frac{1}{4}$ -NE $\frac{1}{4}$, SEC. 13-83-18
MARSHALL TOWN, MARSHALL COUNTY, IOWA.

I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa.

HOWARD R. STEWART LA. NO. 9783 Date
My license renewal is December 31, 1998



STEWART SURVEYING
804 TERRY TERRACE
MARSHALLTOWN, IA 50158
618-782-2890

Date 3-9-98	Drawn JLG
Scale 1" = 200'	PN 9800

EVANS ABSTRACT COMPANY
23 NORTH CENTER STREET/ PO BOX 557
MARSHALLTOWN, IOWA 50158
DIAL 641-752-1071

Howard R. Stewart 604 Terry Terrace Marshalltown, IA 50108 (515) 782-2880

PLAT OF SURVEY

DESCRIPTION: Parcel "A" in the Northeast Quarter of the Northeast Quarter of Section 13, Township 83 North, Range 18 West of the 5th P.M., Marshalltown, Marshall County, Iowa. Further described as: Commencing at the Northeast Corner of said Section 13-83-18; thence S82°39'30"W, 255.10ft along the North Line of said NE¼ to the Point of Beginning; thence S82°39'30"W, 597.30ft continuing along said North Line; thence S5°13'30"E, 260.80ft; thence S84°46'30"W, 289.50ft; thence S5°13'30"E, 902.92ft to the North Right of Way Line of relocated U.S. Highway No. 30; thence N79°51'30"E, 452.47ft along said R.O.W. Line; thence N53°15'55"E, 553.21ft along said R.O.W. Line to the West R.O.W. Line of 18th Avenue; thence N5°38'40"W, 149.96ft along said R.O.W. Line; thence N5°38'20"W, 500.04ft along said R.O.W. Line; thence N17°27'20"W, 146.11ft along said R.O.W. Line; thence N5°34'10"W, 65.08ft to the Point of Beginning.

Said Parcel containing 20.74 acres including 0.74 acres Road Right of Way.

OWNER: Joseph W. & Shala J. Ludley

SHEET 2 of 2

LUDLEY SURVEY NE¼-NE¼, SEC. 13-83-18 MARSHALLTOWN, MARSHALL COUNTY, IOWA			STEWART SURVEYING 604 TERRY TERRACE MARSHALLTOWN, IA 50108 515-782-2880	
I hereby certify that this land surveying document was prepared by me or under my direct personal supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Iowa. <u>Howard R. Stewart</u> March 9, 1998 HOWARD R. STEWART IA. NO. 8763 Date My license renewal is December 31, 1998			Date 3-9-98	Drawn JLG
			Scale PN	98004

EXHIBIT A
Legal Description of the Property

PARCEL "A" IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5TH P.M., MARSHALL COUNTY, IOWA, FURTHER DESCRIBED AS SHOWN IN PLAT OF SURVEY, FILED MARCH 11, 1998 AS INSTRUMENT NO. 9801399, RECORDS OF THE OFFICE OF THE RECORDER OF MARSHALL COUNTY, IOWA.

SIGN, ELECTRIC, AND ACCESS EASEMENT
(Dedication Incident to Platting)

This Sign, Electric, and Access Easement is made as of the ____ day of _____, 2018, by Godfrey Motors, Inc., an Iowa corporation ("Grantor").

RECITALS

A. Grantor owns the following contiguous parcels of real property located in the City of Marshalltown, Iowa:

Lots 1 and 2 in Godfrey Subdivision, an Official Plat, City of Marshalltown, Marshall County, Iowa (the "Property").

B. Grantor seeks to seek to maintain a sign (the "Sign") on Lot 2 of the Property (the "Burdened Parcel") for advertising the business located on Lot 1 of the Property (the "Benefited Parcel"); and

C. The City of Marshalltown, Iowa ("City") required the granting of certain easements incident to platting the Property to maintain the Sign.

NOW, THEREFORE, Grantor, by recording hereof, hereby declares that the Benefited Parcel and Burdened Parcel shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions:

1. Grant of Sign and Electric Easement. Grantor hereby grants and conveys in favor of the Benefited Parcel an easement for the maintenance and construction of, and providing electric power to, the Sign (the "Sign and Electric Easement") in the area legally described on Exhibit "A" and depicted on Exhibit "B" ("Sign and Electric Easement Area"). The Easement shall be for the benefit of and appurtenant to the Benefited Parcel, and shall burden the Burdened Parcel.

2. Grant of Access Easement. Grantor hereby grants and conveys in favor of the Benefited Parcel an access easement ("Access Easement") and, together with the Sign and Electric Easement, the "Easements") over, through and across Burdened Parcel for use as a crossing for pedestrian and vehicular access to service, repair, replace, maintain, and construct the Sign for the benefit of the Benefited Parcel and its respective customers, lessees, sub-lessees, contractors, vendors, suppliers, agents, employees, licensees, invitees, successors, and assigns.

3. Maintenance and Replacement of Sign. The owner of the Benefited Parcel ("Benefited Parcel Owner") may maintain and/or replace the Sign within the Sign and Electric Easement Area, subject to the review and approval of the City of Marshalltown, Iowa.

4. Indemnity. Each of the Benefited Parcel Owner and the owner of the Burdened Parcel ("Burdened Parcel Owner" and, together with the Benefited Parcel owner, the "Owners" and each an "Owner") shall and hereby does defend, indemnify, and hold harmless the other Owner and the other Owner's parcel (except for Claims [as defined below] resulting from the negligent or intentional acts of the other Owner) from and against all damages, liabilities, actions, claims, expenses (including, but not limited to, court costs and reasonable attorneys' fees), losses, judgments, liens, and causes of action ("Claims") actually incurred by the other Owner from loss of life, bodily injury, and property damage arising from or out of any occurrence in or upon the indemnifying Owner's parcel or occasioned wholly or in part by any negligent act or negligent omission of the indemnifying Owner, its tenants, agents or employees.

5. Obstructions Prohibited. Grantor and its successors and assigns shall not erect or cause to be placed within the Burdened Parcel any structure, material, device, thing or matter, or plant or permit to grow any hedge or other vegetative growth which could obstruct the Sign within the Sign and Electric Easement Area or the Burdened Parcel.

6. Change of Grade Prohibited. Grantor and its successors and assigns shall not change the grade, elevation, or contour of any part of the Sign and Electric Easement Area.

7. Easement and Covenants Run with the Land. Grantor hereby declares that the Benefited Parcel and the Burdened Parcel shall be held, sold, and conveyed subject to the restrictions, covenants, and Easements contained herein, all of which shall be covenants running with the land and shall be binding upon, and inure to the benefit of, all parties having any right, title, and interest in said properties, or any part thereof, and their respective heirs, successors, and assigns.

8. Covenants. Grantor does hereby covenant that (i) Grantor holds the real property described in the Easements by title in fee simple; (ii) Grantor has good and lawful authority to convey these Easements; and (iii) Grantor covenants to warrant and defend the real property described in these Easements against the claims of all persons whosoever.

9. Amendment; Modification. This Easement shall only be amended by the written consent and mutual agreement of all the record Owners of the Benefited Parcel and the Burdened

Parcel. Any such modification or amendment shall be effective when duly recorded in the records of the Recorder of Marshall County, Iowa.

10. Governing Law. In the event of a dispute, this Easement shall be construed and enforced in accordance with the laws of the State of Iowa and the parties hereby consent to the jurisdiction of the parties and the subject matter being in Marshall County, Iowa.

11. Attorney's Fees. In the event of a dispute, each Owner may enforce this Easement by appropriate legal action and the prevailing party shall recover from the other reasonable attorney's fees incurred in such legal action.

12. Words and Phrases. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

SIGNATURES ON FOLLOWING PAGE

Dated _____, 2018.

GRANTOR:

GODFREY MOTORS, INC.

By: _____

Name: _____

Title: _____

STATE OF IOWA)

) ss:

COUNTY OF MARSHALL)

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, _____ of Godfrey Motors, Inc., to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

By: _____

Printed Name: _____

Notary Public

EXHIBIT A

SIGN AND ELECTRIC EASEMENT AREA

EASEMENT LOCATED ENTIRELY WITHIN LOT 2 OF GODFREY SUBDIVISION IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE, S87°47'00"W 255.16' ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 13 TO THE NORTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 9801399 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, S0°25'33"E 65.03'; THENCE, S12°19'04"E 146.14'; THENCE, S0°31'13"E 499.93'; THENCE, S0°30'27"E 60.83', THE AFORESAID ALL BEING ALONG A EAST LINE OF SAID PARCEL "A" TO THE POINT OF BEGINNING; THENCE, CONTINUING S0°30'27"E 10.17' ALONG SAID EAST LINE; THENCE, N79°59'53"W 89.58'; THENCE, S0°00'00"W 2.42'; THENCE, N90°00'00"W 15.00'; THENCE, N0°00'00"E 15.00'; THENCE, N90°00'00"E 15.00'; THENCE, S0°00'00"E 2.42'; THENCE, S79°59'53"E 89.49' TO THE POINT OF BEGINNING, CONTAINING 1120 SQ FT/0.03 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

EXHIBIT B

SIGN AND ELECTRIC EASEMENT AREA

Prepared by & Return to: Matt Hardin, Faegre Baker Daniels, 801 Grand Avenue, 33rd Floor, Des Moines, IA 50309, (515) 447-4730
Address Tax Statements: Godfrey Motors, Inc., 3008 S. Center St., Marshalltown, IA 50158

SEPTIC LEACH FIELD EASEMENT
(Dedication Incident to Platting)

This Septic Leach Field Easement is made as of the ____ day of _____, 2018, by Godfrey Motors, Inc., an Iowa corporation ("Grantor").

RECITALS

A. Grantor owns the following contiguous parcels of real property located in the City of Marshalltown, Iowa:

- a. The real property legally described as Lot 1 Godfrey Subdivision, an Official Plat, City of Marshalltown, Marshall County, Iowa (the "Benefited Parcel"); and
- b. The real property legally described as Lot 2 Godfrey Subdivision, an Official Plat, City of Marshalltown, Marshall County, Iowa (the "Burdened Parcel").

B. Grantor wishes to create and establish an easement for a septic system and leach field on, over, across, and through a portion of the Burdened Parcel in favor of the Benefited Parcel, and to establish certain obligations with respect to such easement, all on the terms of this Easement.

NOW, THEREFORE, Grantor, by recording hereof, hereby declares that the Benefited Parcel and Burdened Parcel shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions:

1. Grant of Easement. Grantor hereby establishes and creates a perpetual easement (the "Easement") in favor of the Benefited Parcel to construct, access, maintain and, as may be necessary from time to time, repair a subsurface sewage treatment system and leach field ("Septic System") for and serving the Benefited Parcel. The Easement shall apply to and burden that portion of the Burdened Parcel legally described on Exhibit "A" and depicted on Exhibit "B" attached hereto (the "Easement Area"). The Easement shall be for the benefit of and appurtenant to the Benefited Parcel, and shall burden the Burdened Parcel.

2. Construction, Maintenance and Repair. Grantor and its successors and assigns as owner of the Benefited Parcel ("Benefited Parcel Owner"), and Grantor and its successors and assigns as owner of the Burdened Parcel ("Burdened Parcel Owner") and, together with the Benefited Parcel Owner, the "Owners," and each an "Owner", shall have the following rights and obligations with respect to the Easement:

a. the Benefited Parcel Owner shall be responsible for all construction, maintenance, and needed repair to the Septic System;

b. the Benefited Parcel Owner shall use good faith and reasonable efforts to construct, maintain, and repair the Septic System in a manner that minimizes the disruption to the Easement Area, which shall include the duty to repair and restore the Easement Area as soon as reasonably practicable following any maintenance and repairs to the Septic System to a physical condition (including regrading and other reasonable steps) that enables to the Septic System to function as it is required to function in accordance with applicable law but that otherwise, to the extent practicable, minimizes the Septic System's impact to the Burdened Parcel;

c. the Burdened Parcel Owner shall provide good faith and reasonable access to the Easement Area to the Benefited Parcel Owner and to the Benefited Parcel Owner's contractors to assist with the construction, maintenance, repair, and replacement of the Septic System; and

d. the Burdened Parcel Owner shall not inhibit or disable the Benefited Parcel Owner's ability from realizing its rights under this Easement.

3. Indemnity. Each Owner shall and hereby does defend, indemnify, and hold harmless the other Owner and the other Owner's parcel (except for Claims [as defined below] resulting from the negligent or intentional acts of the other Owner) from and against all damages, liabilities, actions, claims, expenses (including, but not limited to, court costs and reasonable attorneys' fees), losses, judgments, liens, and causes of action ("Claims") actually incurred by the other Owner from loss of life, bodily injury, and property damage arising from or out of any occurrence in or upon the indemnifying Owner's parcel or occasioned wholly or in part by any negligent act or negligent omission of the indemnifying Owner, its tenants, agents, or employees.

4. Easement and Covenants Run with the Land. Grantor hereby declares that the Benefited Parcel and the Burdened Parcel shall be held, sold, and conveyed subject to the restrictions, covenants, and easements contained herein, all of which shall be covenants running with the land and shall be binding upon, and inure to the benefit of, all parties having any right, title, and interest in said properties, or any part thereof, and their respective heirs, successors, and assigns.

5. Covenants. Grantor does hereby covenant that (i) Grantor holds the real property described in the Easement by title in fee simple; (ii) Grantor has good and lawful authority to convey this Easement; and (iii) Grantor covenants to warrant and defend the real property described in this Easement against the claims of all persons whosoever.

6. Amendment; Modification; Termination. This Easement shall only be amended by the written consent and mutual agreement of the Owners. Any such modification or amendment shall be effective when duly recorded in the records of the Recorder of Marshall County, Iowa.

Notwithstanding the foregoing, this Easement shall terminate upon completion of a connection from the Benefited Parcel to the municipal sewage system.

7. Governing Law. In the event of a dispute, this Easement shall be construed and enforced in accordance with the laws of the State of Iowa and the parties hereby consent to the jurisdiction of the parties and the subject matter being in Marshall County, Iowa.

8. Attorney's Fees. In the event of a dispute, each Owner may enforce this Easement by appropriate legal action and the prevailing party shall recover from the other reasonable attorney's fees incurred in such legal action.

9. Words and Phrases. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

SIGNATURES ON FOLLOWING PAGE

Dated: _____, 2018

GRANTOR

GODFREY MOTORS, INC.

By: _____
Name: _____
Title: _____

STATE OF IOWA)
) ss:
COUNTY OF MARSHALL)

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, _____ of Godfrey Motors, Inc., to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

By: _____
Printed Name: _____
Notary Public

EXHIBIT A

EASEMENT AREA

EASEMENT LOCATED ENTIRELY WITHIN LOT 2 OF GODFREY SUBDIVISION IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 13; THENCE, S87°47'00"W 255.16' ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 13 TO THE NORTHEAST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 9801399 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA; THENCE, CONTINUING 87°47'00"W 531.26' ALONG THE NORTH LINE OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 13; THENCE, S0°07'38"E 269.92'; THENCE, S43°28'20"E 118.54' TO THE POINT OF BEGINNING; THENCE, CONTINUING S43°28'20"E 5.09'; THENCE, S55°40'59"W 109.86'; THENCE, S51°06'32"W 89.47'; THENCE, S51°25'00"W 149.89'; THENCE, S27°37'22"E 98.50'; THENCE, S62°22'38"W 130.00'; THENCE, N27°37'22"W 170.00'; THENCE, N62°22'38"E 130.00'; THENCE, S27°37'22"E 66.49'; THENCE, N51°23'10"E 148.94'; THENCE, N51°06'32"E 89.63'; THENCE, N55°40'10"E 109.27' TO THE POINT OF BEGINNING, CONTAINING 0.55 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

EXHIBIT B
EASEMENT AREA

PRIVATE INGRESS-EGRESS ACCESS EASEMENT
(Dedication Incident to Platting)

Godfrey Motors, Inc., an Iowa corporation ("Grantor"), as the owner of Lots 1 and 2 in Godfrey Subdivision, an Official Plat, City of Marshalltown, Marshall County, Iowa (the "Property"), does hereby burden Lot 2 of the Property (the "Burdened Parcel") to the benefit of Lot 1 of the Property (the "Benefited Parcel") with a perpetual Private Ingress-Egress Access Easement ("Easement") over, through, and across the real property described on Exhibit "A" and depicted on Exhibit "B" attached hereto (the "Easement Area").

NOW, THEREFORE, Grantor, by recording hereof, hereby declares that the Benefited Parcel and Burdened Parcel shall be held, sold, and conveyed subject to the following restrictions, covenants, and conditions:

1. Grant of Easement. Grantor hereby grants in favor of the Benefited Parcel a perpetual, non-exclusive easement under, over, and upon the Easement Area for use as a crossing for pedestrian and vehicular access and ingress and egress for the benefit of the owner of the Benefited Parcel ("Benefited Parcel Owner") and its respective customers, lessees, sub-lessees, contractors, vendors, suppliers, agents, employees, licensees, invitees, successors, and assigns.

2. Restrictions. The Benefited Parcel Owner and the owner of the Burdened Parcel ("Burdened Parcel Owner") and, together with the Benefited Parcel Owner, the "Owners," and each an "Owner") shall ensure that no barricades, signs, fences, or other dividers will be constructed in, over, or upon the Easement Area, and that nothing will be done to prohibit or discourage the free and uninterrupted access over and across the Easement Area. The Owners shall not erect any structure, or plant or permit any trees or vegetative growth in the Easement Area which might reasonably be expected to obstruct or impair the proper use of such Easement Area for its intended purpose. Neither Owner shall allow any hazardous condition to arise or persist within the Easement Area.

3. Construction and Maintenance. The Burdened Parcel Owner shall repair, replace, keep, and maintain the Easement Area in good repair and condition at all times (including removal of snow, ice, and debris). The Burdened Parcel Owner shall pay for all costs related to the

construction of a drive over the Easement Area, which drive shall be of sufficient width to connect to the Benefited Parcel.

4. Indemnity. Each Owner shall and hereby does defend, indemnify, and hold harmless the other Owner and the other Owner's parcel (except for Claims [as defined below] resulting from the negligent or intentional acts of the other Owner) from and against all damages, liabilities, actions, claims, expenses (including, but not limited to, court costs and reasonable attorneys' fees), losses, judgments, liens, and causes of action ("Claims") actually incurred by the other Owner from loss of life, bodily injury, and property damage arising from or out of any occurrence in or upon the indemnifying Owner's parcel or occasioned wholly or in part by any negligent act or negligent omission of the indemnifying Owner, its tenants, agents or employees.

5. Easement and Covenants Run with the Land. Grantor hereby declares that the Benefited Parcel and the Burdened Parcel shall be held, sold, and conveyed subject to the restrictions, covenants, and easements contained herein, all of which shall be covenants running with the land and shall be binding upon, and inure to the benefit of, all parties having any right, title, and interest in said properties, or any part thereof, and their respective heirs, successors, and assigns.

6. Covenants. Grantor does hereby covenant that (i) Grantor holds the real property described in the Easement by title in fee simple; (ii) Grantor has good and lawful authority to convey this Easement; and (iii) Grantor covenants to warrant and defend the real property described in this Easement against the claims of all persons whosoever.

7. Amendment; Modification. This Easement shall only be amended by the written consent and mutual agreement of all the record Owners of the Benefited Parcel and the Burdened Parcel. Any such modification or amendment shall be effective when duly recorded in the records of the Recorder of Marshall County, Iowa.

8. Governing Law. In the event of a dispute, this Easement shall be construed and enforced in accordance with the laws of the State of Iowa and the parties hereby consent to the jurisdiction of the parties and the subject matter being in Marshall County, Iowa.

9. Attorney's Fees. In the event of a dispute, each Owner may enforce this Easement by appropriate legal action and the prevailing party shall recover from the other reasonable attorney's fees incurred in such legal action.

10. Words and Phrases. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter gender, according to the context.

SIGNATURES ON FOLLOWING PAGE

Dated: _____, 2018

GRANTOR

GODFREY MOTORS, INC.

By: _____

Name: _____

Title: _____

STATE OF IOWA)
) ss:
COUNTY OF MARSHALL)

On this ____ day of _____, 2018, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____, _____ of Godfrey Motors, Inc., to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

By: _____

Printed Name: _____

Notary Public

EXHIBIT A

EASEMENT AREA

EASEMENT LOCATED ENTIRELY WITHIN LOT 2 OF GODFREY SUBDIVISION IN THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 13, TOWNSHIP 83 NORTH, RANGE 18 WEST OF THE 5th P.M., MARSHALL COUNTY, IOWA.

MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A NORTHWEST CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL "A" AND RECORDED IN INSTRUMENT NO. 9801399 IN THE OFFICE OF THE RECORDER, MARSHALL COUNTY, IOWA PARCEL "A"; THENCE, N0°07'38"W 217.84' ALONG A WEST LINE OF SAID PARCEL "A" TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF IOWA AVENUE; THENCE, N89°54'09"E 66.00' ALONG SAID SOUTH RIGHT OF WAY LINE; THENCE, S0°07'38"E 224.54'; THENCE, N84°18'12"W 66.34' TO THE POINT OF BEGINNING, CONTAINING 0.34 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD, IF ANY.

EXHIBIT B
EASEMENT AREA

AUDITOR'S APPROVAL OF SUBDIVISION NAME

STATE OF IOWA, MARSHALL COUNTY, ss:

I, Nan Benson, being Auditor of Marshall County, Iowa, do hereby approve,
pursuant to Iowa Code §354.6(2) and §354.11(6), the subdivision name
Godfrey Subdivision on the annexed plat and find the same
to be succinct and unique in Marshall County, Iowa.

Witness my hand and seal this 21st day of February, 2018.

Nan Benson
Nan Benson, Auditor
Marshall County, Iowa

(SEAL)

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 Godfrey Subdivision, 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 21st day of February, 2018.

Jarret Heil by Debra Aker
Jarret Heil, Treasurer
Marshall County, Iowa
(TS)

(SEAL)

CONSENT OF OWNER TO SUBDIVISION PLAT

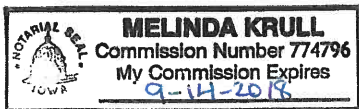
I, William G. Godfrey, President and Owner of Godfrey Motors, desire to subdivide this property at 1701 Iowa Avenue East, Marshalltown, Iowa.

William G. Godfrey Pres.

William G. Godfrey, President of Godfrey Motors

STATE OF IOWA, COUNTY OF MARSHALL

This record was acknowledged before me on February 21, 2018, by William G. Godfrey as President of Godfrey Motors.



Melinda Krull
Signature of Notary Public



February 22, 2018

Ms. Michelle Spohnheimer
Marshalltown Planning and Zoning
Marshalltown City Council

Re: Godfrey Motors – 1701 Iowa Avenue

Dear Ms. Spohnheimer:

Pinnacle Bank is a mortgage holder on the subject ground located on or near 1701 Iowa Avenue, Marshalltown, IA. We are in full support of plans submitted to Marshalltown Planning and Zoning and the Marshalltown City Council and we will execute any further documentation necessary as requested. We believe this is a good opportunity for the City and community and Godfrey Motors has been a strong customer of Pinnacle Bank. Please feel free to contact me at 641-752-2393 or by email at dmorrison@bankpinnacle.us.

Sincerely,

A handwritten signature in blue ink that reads "Damon Morrison".

Damon Morrison, President
Pinnacle Bank

2206 S. Center St. ^ Marshalltown, Iowa 50158 ^ (641)752-2393 ^ FAX 752-2737

1301 S. County Rd. ^ Toledo, Iowa 52342 ^ (641)484-7303 ^ FAX 484-7300

Telebank (866)899-5871

MEMBER FDIC ^ EQUAL HOUSING LENDER ^ www.bankpinnacle.us

ORDINANCE 14971 AMENDING CHAPTER 21, OFFENSES AND MISCELLANEOUS
PROVISION, SECTION 54, PROHIBITING THE USE OF CONSUMER FIREWORKS AND
DISPLAY FIREWORKS, TO ADD A CIVIL PENALTY

BE IT ENACTED by the City Council of the City of Marshalltown, Iowa:

SECTION 1. Amendment. Chapter 21, Section 54 of the Marshalltown City Code is hereby amended by striking the existing section and replacing with the following:

Sec. 21-54. Use of Consumer Fireworks and Display Fireworks.

(1) The use of consumer fireworks and display fireworks within the City limits of Marshalltown, Iowa, is prohibited except as provided herein:

(2) The City Council may, upon application in writing, grant a permit for display fireworks when the Council is satisfied that the display fireworks will be handled by a competent operator with appropriate safeguards.

(3) A violation of this ordinance shall be simple misdemeanor punishable by a fine of not less than \$250.00.

(4) It shall also be unlawful for any property owner, or any person in possession of a property, to knowingly permit the use of consumer fireworks or display fireworks on the owner's property within City limits in violation of this section. 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.

(Ord. No. 14962, § 1, 5-22-2017)

SECTION 2. Repealer. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. Severability Clause. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 4. When Effective. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Passed this ____ day of _____, 2018, and signed this ____ day of _____, 2018.

CITY OF MARSHALLTOWN, IOWA

Joel T.S. Greer, Mayor

ATTEST:

Shari L. Coughenour, CMC, City Clerk

I, Shari L. Coughenour, CMC, City Clerk of the City of Marshalltown, Iowa, do hereby certify that the foregoing ORDINANCE was passed and approved by the City Council of the City of Marshalltown, Iowa, on the ____ day of _____, 2018, and was published in the Marshalltown Times-Republican, a newspaper of general circulation in the City of Marshalltown, Iowa, on the ____ day of _____, 2018.

Shari L. Coughenour, CMC, City Clerk

3/27/2017

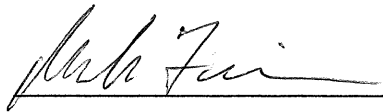
to Justin Nickel,

We would like to, respectfully, ask that the city of Marshalltown Iowa abandon the south half of the alley between 706 e boone st and 708 e boone st: BINFORD & WEBSTER'S ADD LOT 9 BLK 2 - 706 e boone st and BINFORD & WEBSTER'S ADD LOT 10 BLK 2 - 708 e boone st. We do most of the maintenance on this stretch of the alley, including most snow removal and filling ruts and adding gravel when needed. Most of these things are done at our expense and at no cost to the city of Marshalltown.

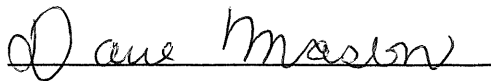
BINFORD & WEBSTER'S ADD LOT 9 BLK 2 - 706 e boone st

BINFORD & WEBSTER'S ADD LOT 10 BLK 2 - 708 e boone st

Richard W Fiser

 641-351-5536

David Mason





702 E LINN ST

E LINN ST.

E LINN ST

1 inch = 60 feet

L07-024

701 E LINN ST

703 E LINN ST

711 E LINN ST

204 S 7TH AVE

705 E LINN ST

707 E LINN ST

709 E LINN ST

205 S 8TH AVE

206 S 7TH AVE

Alley Size 16.5' x 180'
Alley Area 2,970 SF

207 S 8TH AVE

708 E BOONE ST

706 E BOONE ST

710 E BOONE ST

712 E BOONE ST

702 E BOONE ST

704 E BOONE ST

L07-030 8

E BOONE ST

E BOONE ST.

L07-S033

L07-S032

S 7th AVE.

304 S 7TH AVE

705 E BOONE ST

707 E BOONE ST

<u>Calculation of land value</u>			706 E BOONE ST
Adjacent lot #A			
Adjacent lot dimension		.25 acres	8418-36-107-013
Lot size in square feet:	10,890	sq.ft.	706 E BOONE ST
Assessed value of lot:	\$ 3,982.00		
	<u>\$ 0.37</u>	<u>Calculated assessed value per square foot</u>	

<u>Calculation of land value</u>			708 E BOONE ST
Adjacent lot #B			
Adjacent lot dimension		.25 acres	8418-36-107-014
Lot size in square feet:	10,890	sq.ft.	706 E BOONE ST
Assessed value of lot:	\$ 3,982.00		
	<u>\$ 0.37</u>	<u>Calculated assessed value per square foot</u>	

* there are 43560 sq ft in an acre

Property for sale - dimension	2,970	sq. ft.	\$	0.365656566
Alley				(Average cost per sq. ft.)
16.5' x 180'	<u>\$ 1,086.00</u>	<u>Calculated purchase price - lot value #A</u>		
	<u>\$ 1,086.00</u>	<u>Calculated purchase price - lot value #B</u>		
Cost, per average	<u>\$ 1,086.00</u>	<u>AVERAGE</u>		

REQUEST TO VACATE
Alley between 708 and 706 E Boone Street

MARSHALLTOWN

I O W A

February 26, 2018

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

From: Michelle Spohnheimer, Housing & Community Development Director
Anne Selness, Parks & Recreation Director

Re: Veterans Memorial Coliseum Project

Policy Issue: The City recently received some comments in response to our Iowa Great Places (IGP) application from the State Historical Preservation Office (SHPO). The Coliseum is a key contributing historic building in our designated historic district. Participation in many if not all State or Federal funding programs require a review by SHPO and design to be in accordance with the Secretary of Interior's Standards for Rehabilitation. As part of the recent application to the IGP program, we invited SHPO representatives to tour the building. They expressed some strong opinions about the stage, balcony, blue room and entry. The City's agreement with GTG Architects states that the plan and specification development will be designed as proposed in the Feasibility Study. This does not include preservation of the historic elements noted above. Staff has discussed the impacts and alternatives, and is now requesting guidance from the Council in how to proceed. There are significant benefits and challenges to each option.

Recommendation: To discuss the following options and propose other options for staff to vet further.

Background: The Coliseum is an important building in our downtown and to our community's history. The options outlined are discussion points and there may certainly be another alternative to consider. We imagine that there would be a number of questions, concerns and opinions from the public.

Option 1: Historic Renovation. A Historic renovation will require working with an architect who specializes in historic renovations that comply with the standards. We will have to make a significant change in plans from the path we have been pursuing. We would anticipate needing an amendment to our contract with GTG in order to switch directions. Maintaining some of the historic components would impact the proposed space improvements and limit the expansion in services we had anticipated. While this would improve the current spaces and uses in the building, it will not result in additional gym space for which there is a demand.

Option 2: Renovation based on Feasibility Study. We can continue to have GTG finalize plans according to the feasibility study, which will better serve the future needs of the Parks & Recreation Department programs and community events. This option would exclude the City from pursuing multiple State and Federal grants, requiring funding to come primarily from local revenue, which is not tied to SHPO review.

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

Option 3: Building Demolition or Sale. Over the years, discussions have occurred which could include demolition or sale of the building if it becomes cost prohibitive to maintain or no longer serves the needs of the City. This option may also result in discussions about constructing a new facility, which would better serve our needs as a community. However, any time lapse in the Parks and Recreation Department not having a facility for classes or different seasonal camps would mean reduced program offerings to the community for that period of time.

Option 4: Do Nothing. The Council could decide to terminate our agreement with GTG Architects and pay for all work done to date, pursuing additional time to consider the options that exist. Delaying activity will affect ongoing operational and maintenance and repairs that would have been addressed with a renovation.

Budget Impact: Unfortunately, we are not able to put definite numbers to any of these options currently. If we continue to work with GTG on the design path of the feasibility study, we will have estimates this summer for that option. If one of the renovation options is selected there would be a significant difference if we go with a Historic Renovation which could utilize grant funding to pay for renovation. However, grant funding is never a guarantee.

Attachment: None



GTG Construction

Feasibility Study for the Veterans Memorial Coliseum

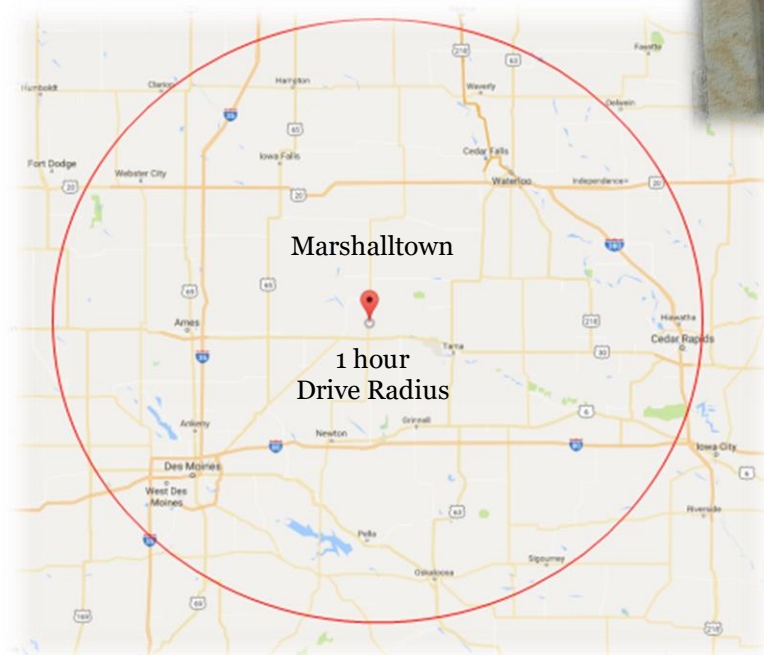
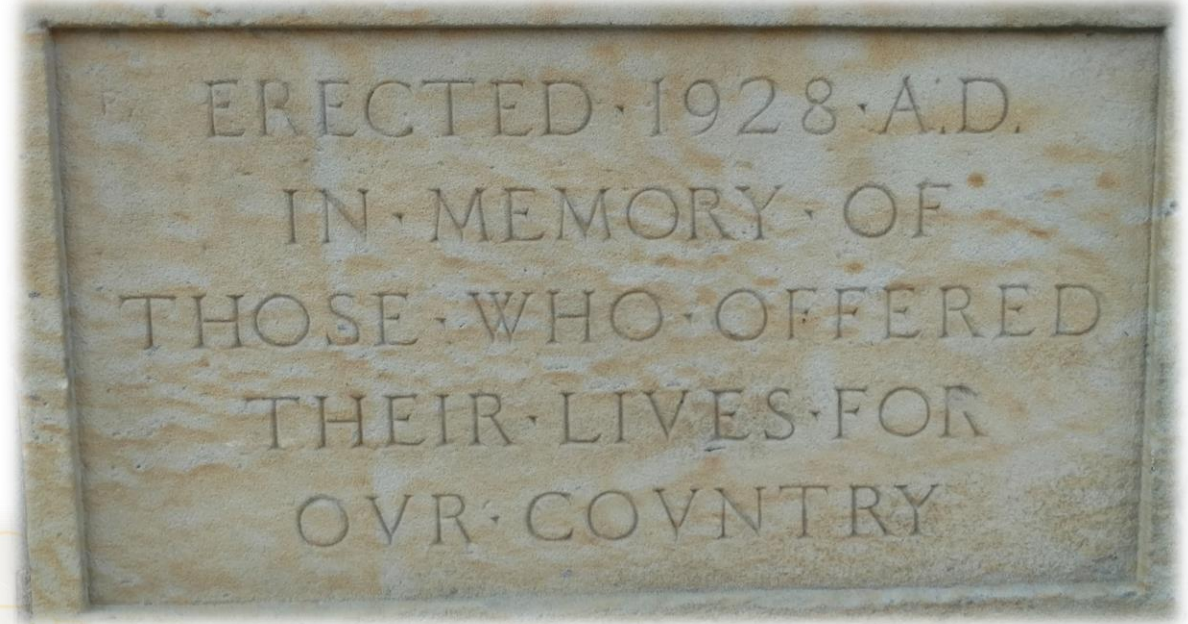
Marshalltown, Iowa

EXECUTIVE SUMMARY:

Veterans Memorial Coliseum has long been a part of the local, regional and national impact of the City of Marshalltown.

What made it special initially is still true today – it provides a place for large & small groups of people to gather, bond and develop a sense of community.

Today's challenge is to respond to years of deferred maintenance and some operational obsolescence while capitalizing on the regionally unique facility.



OBSERVATIONS:

- A. An overall evaluation the building's architectural, structural, mechanical & electrical systems reveal:
 - 1. Architecturally: the 2nd floor, stage, balcony & basement are not readily accessible. For all intentional purposes, they have been abandoned.
 - 2. Structurally: the building is remarkably sound for its age.
 - 3. Mechanically: the HVAC, Plumbing, Electrical & Fire Sprinkler systems are antiquated and far below today's requirements for large group assembly space.
- B. Operationally:
 - 1. Despite its poor condition, the building continues to serve a need for locally and regionally for recreation & entertainment space.
 - 2. The facility also occasionally serves as a part of the community's emergency shelter system.
 - 3. Operational times are limited due to the lack of air conditioning.
 - 4. Administrative spaces are in the adjacent Parks & Recreation Building.
- C. Recommendations:
 - 1. Maximize the high-ceiling space of the gymnasium – making it possible to host even more types of events simultaneously.
 - A. Achieve this by removing the operationally obsolete balcony and stage.
 - B. Usable space increases from 9,435 SF to 14,233 SF
 - 2. Upgrade the mechanical systems to today's standards:
 - C. Ensuring the proper amount of fresh air for large group assembly.
 - D. Properly heat and cool the entire building for year-round usage.
 - 3. Improve the accessibility to all three floors of the multi-story wing.
 - A. Add an elevator to serve all three floors.
 - B. Reconfigure walls and hallways to maximize the usage of these areas.
 - i. 1st floor usable space changes from 3,672 SF to 3,351 SF
 - ii. 2nd floor usable space changes from 3,810 SF to 3,978 SF
 - 4. Connect the building to the site:
 - A. Provide covered drop-off on west side of building
 - B. Incorporate parking lot to the west as over-flow or staging areas for events hosted at the facility.

BUDGET:

Description	Cost
General Conditions	\$522,844
Demolition	\$171,600
Site Work	\$142,352
Foundations	\$117,481
Structure	\$210,101
Enclosure	\$375,513
Interiors	\$418,032
Elevator	\$160,507
MEP	\$1,383,370
FFE	\$378,100
Total Cost	\$3,879,900

MILESTONE SCHEDULE:

<u>Duration</u>	<u>Activity</u>
3 Months	Design
2 Months	Demolition
2 Months	Site Work & Foundations
3 Months	Structure & Enclosure
4 Months	Interiors, MEP, FFE & Elevator

END OF EXECUTIVE SUMMARY

This narrative and accompanying preliminary & schematic drawings describe the general scope of work for the design and construction:

PROJECT NAME: **VETERANS MEMORIAL COLISEUM FEASIBILITY STUDY**
FOR THE OWNER: **CITY OF MARSHALLTOWN**
LOCATION: **MARSHALLTOWN, IOWA**



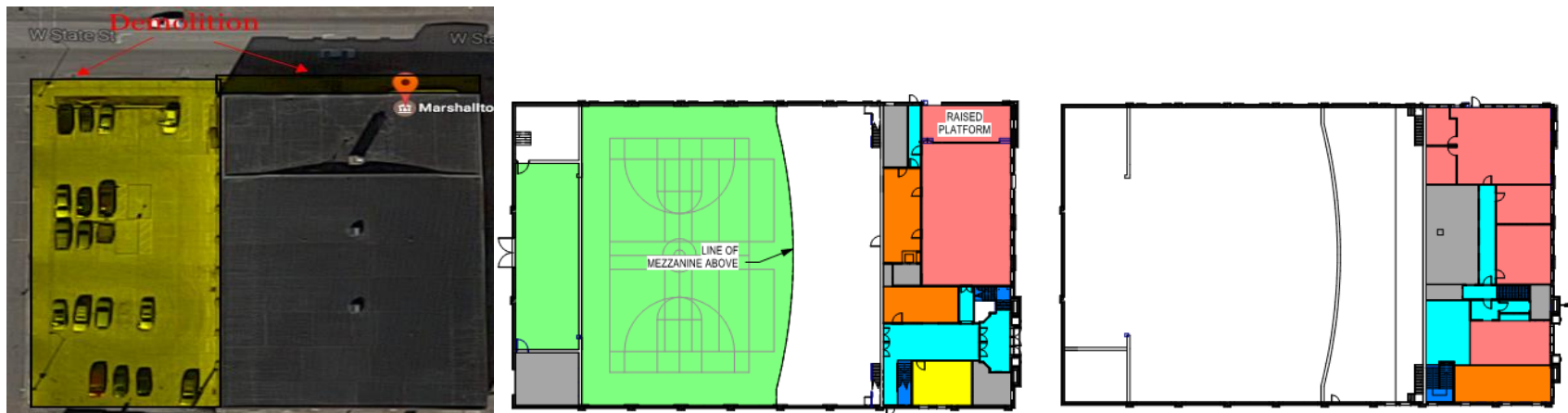
GENERAL CONDITIONS

- A. Supervision:
 - 1. Full Time on-site Superintendent
 - 2. Project Manager
- B. Professional Services:
 - 1. Insurance
 - 2. Bonding
 - 3. Testing and Special Inspections: Geotechnical Report and Testing for Soil, Concrete, and Steel
- C. Design:
 - 1. Design services provided for: Architectural, Structural, Civil, and Landscape.
 - 2. Design team will work with the Weidt Group to value engineer the building's enclosure, mechanical and electrical systems.
 - 3. Design services for mechanical, electrical & plumbing is included as part of the Mechanical, Electrical & Plumbing construction costs.
- D. Building Code Compliance:
 - 1. Building Code Analysis: See plans for preliminary code analysis.
 - 2. Building permit is not included in this budget
- E. Temporary Construction:
 - 1. Signage
 - 2. Barricade
 - 3. 6' high chain link fence & gate to separate public from construction
 - 4. Utilities – not included
 - 5. Restrooms – included
 - 6. Temporary enclosure of door & window openings
- F. Cleaning:
 - 1. Final cleaning of 24,000SF building, windows, doors & site
 - 2. Weekly cleaning
 - 3. Dumpster fees



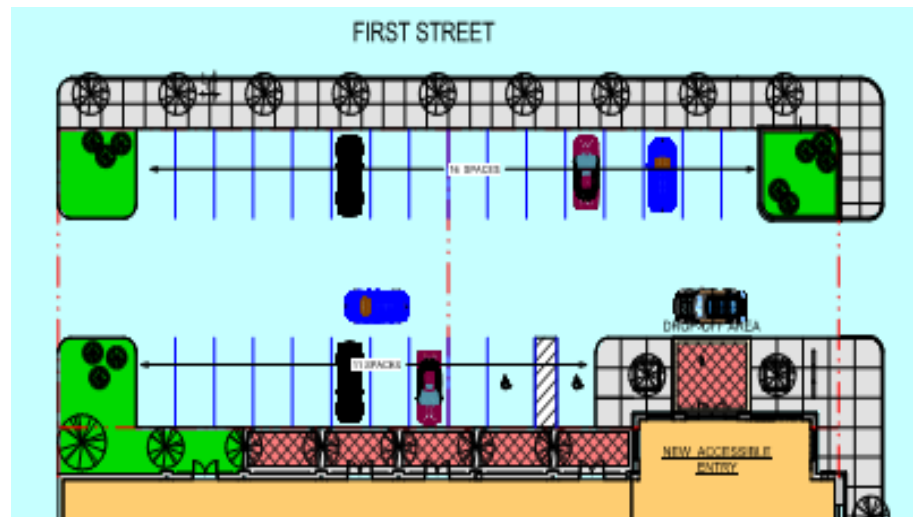
DEMOLITION

- A. Exterior Demolition:
1. Sidewalk removal on north & west side of Coliseum approximately, 6,850SF
 2. Parking lot removal on west side of Coliseum approximately, 9,200SF
 3. Removal of existing exterior insulation & finishing system approximately 350SF
 4. Remove masonry in gym walls for new windows. (6) windows per side approximately, 60SF each
 5. Remove all existing doors & windows
- B. Interior Demolition:
1. Hazardous Material abatement.
 2. Removal of all interior walls & ceilings in two story portion
 3. Removal of balcony approximately 4,000SF
 4. Removal of entire stage, staircase & rooms on south end of building approx. 3,500SF upper & lower
 5. Removal of masonry chimney
 6. Removal of skylights
 7. Removal of center stair



SITE WORK

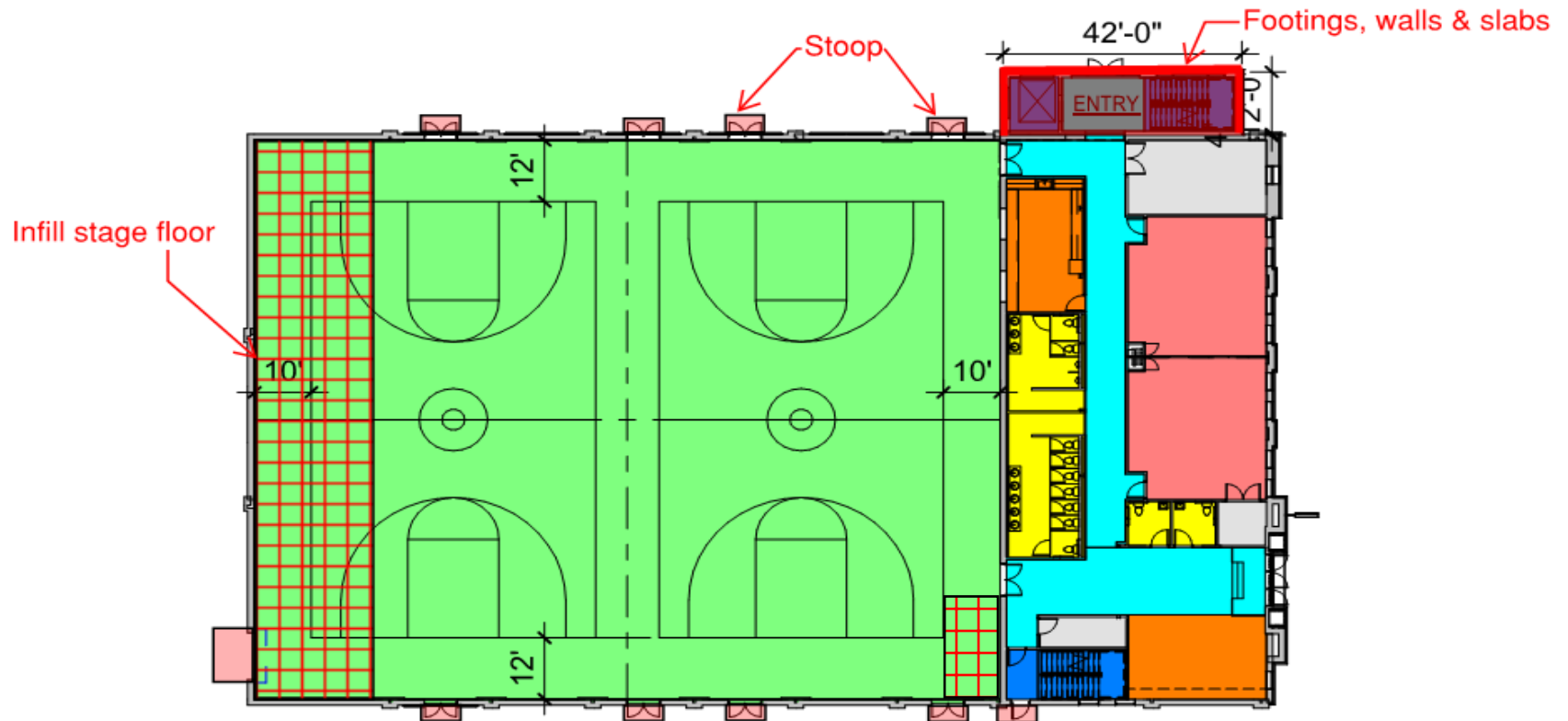
- A. Site Paving: All exterior concrete paving shall be scored and jointed to minimize random cracking and treated with a light broom finish.
 - 1. Sidewalks: 4 inches thick non-reinforced concrete approx. 5,000SF
 - 2. Automobile Paving: 6 inches thick non-reinforced concrete approx. 9,000SF
 - 3. Decorative paving approx. 1,000SF
- B. Signage:
 - 1. One (1) Monument sign.
 - 2. ADA: handicapped parking stall pole signs and international symbol and striping on paving as required.
 - 3. Twenty-Seven (27) Parking Stall: single yellow lines between stalls.
- C. Landscaping:
 - 1. Twenty-Five (25) Trees & tree grating
 - 2. Eleven (11) shrubs
 - 3. 2,250SF Sod
 - 4. Two (2) Planter boxes w/ import dirt
- D. Other Site Improvements:
 - 1. Three (3) Bike racks
 - 2. One (1) Flag pole
 - 3. Canopy over new entrance



FOUNDATIONS

- A. Elevator:
 - 1. 4,000 PSI concrete footings, 44 LF x 1 FT tall x 2 FT wide:
 - A. Forms
 - B. Rebar
 - C. Backfill
 - 2. 4,000 PSI concrete walls, 66 LF x 4 FT tall x 1 FT wide:
 - A. Forms
 - B. Rebar
 - C. Membrane waterproofing
 - D. Insulation
 - E. 4" drain tile
 - F. Pea grave
 - G. Backfill
- B. West Entrance:
 - 1. 4,000 PSI concrete footings, 66 LF x 15 FT tall x 2 Ft wide:
 - A. Forms
 - B. Rebar
 - C. Backfill
 - 2. 4,000 PSI concrete walls, 66 LF x 15 FT tall x 1 FT wide:
 - A. Forms
 - B. Rebar
 - C. Membrane waterproofing
 - D. Insulation
 - E. 4" drain tile
 - F. Pea grave
 - G. Backfill
 - 3. 4,000 PSI concrete slab, 400 SF:
 - A. Forms
 - B. Mesh/Rebar
 - C. Under slab vapor barrier
 - D. Sealed floor

- C. Stage Floor Infill:
1. 4,000 PSI concrete slab, 2600 SF:
 - A. Forms
 - B. Mesh/Rebar
 - C. Under slab vapor barrier
 - D. Sealed floor
- D. Stoops:
1. Ten (10) 4,000 PSI stoop footings 5 FT x 8 FT x 3.5 FT tall:
 - A. Forms
 - B. Rebar
 - C. Backfill



STRUCTURE

- A. Roof Structural Reinforcement:
 - 1. Infill two (2) skylights
 - 2. Infill one (1) chimney
 - 3. HVAC roof top unit support
 - 4. Operable wall support
- B. 2nd Floor Structural Reinforcement:
 - 1. Infill one (1) chimney
 - 2. Infill center stairwell
 - 3. Reconfigure East stairwell
- C. 1st Floor Structural Reinforcement:
 - 1. Infill one (1) chimney
 - 2. Reconfigure East stairwell
- D. Gym Structural Reinforcement:
 - 1. Infill floor to basement locker rooms
 - 2. Ceiling at stage area
 - 3. Infill floor at stage area
- E. Construct West Stair Tower
- F. Construct East Stair Tower

ENCLOSURE

A. Windows & Doors:

1. North Side:

- A. (27) Windows w/ Metal Panels
- B. Entrance Doors
- C. (1) Electronic card reader

2. South Side:

- A. Overhead Door

3. West Side:

- A. New entrance glass approx.... 825Sf
- B. New entry storefront door approx. 110SF
- C. (7) Windows in two story portion
- D. (6) Windows in gym approx. 50SF each
- E. (4) Glass double doors in gym
- F. (2) Electronic card readers

4. East Side:

- A. (6) Windows in two story portion
- B. (6) Windows in gym approx. 50SF each
- C. (4) Hollow metal double doors, frame & hardware in gym
- D. (2) Electronic card readers



B. Remove & replace roof membrane & coping on the two-story portion only, approx. 5,000 SF

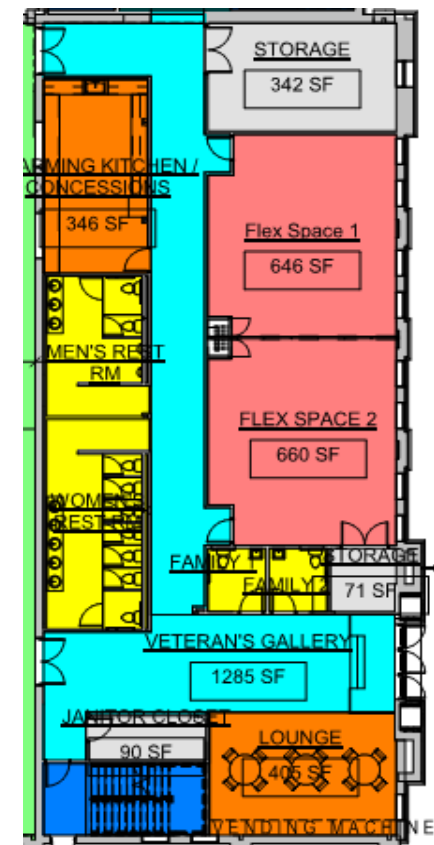
C. Masonry:

- 1. Stone wainscot over existing stone approximately, 4,200SF
- 2. Brick piers at the west entrance



INTERIOR FINISHES

- A. Walls:
1. Interior fur-out wall over the interior of existing exterior walls within the administrative portion: 3-5/8" metal studs at 16 inches on center with 5/8" thick gypsum sheathing – smooth finish. Approximately, 400 LF
 2. Interior partitions: 3-5/8" x 20 gage metal studs at 16 inches on center with 5/8" thick gypsum sheathing – smooth finish. Approximately, 815 LF
 3. Rough Carpentry: Blocking for anchorage of doors, windows, millwork, toilet accessories, etc.
 4. RFP 4'x8' sheets on Janitor closet walls
 5. Paint: one coat primer, two top coats paint on all walls
 6. Ceramic tile wainscot to 5' above finished floor on "wet" wall of restrooms.
- B. Doors:
1. (6) Interior hollow metal double doors, metal frames & hardware
 2. (21) Interior wood single doors, frames & hardware
 3. (6) Electronic card readers
- C. Millwork:
1. Kitchen:
 - A. 27 LF solid wood upper cabinets
 - B. 27 LF solid wood base cabinets
 - C. 50 LF plastic laminate countertops
 2. Restrooms:
 - A. 32 LF plastic laminate countertops
- D. Flooring:
1. Sand & finish existing wood floor of Gym
 2. New wood gym floor to match existing at stage & locker room stairs (3,000 SF)
 3. Paint lines for (2) basketball courts & (4) volleyball courts
 4. Carpet tiles for main (1,300 SF), upper flex space (3,000 SF) & upper corridor (1,000 SF)
 5. Resilient tile for main storage, janitor, corridor approximately, 2,530 SF
 6. Resilient tile for upper storage & mechanical approximately, 640 SF
 7. Resilient vinyl base throughout entire building approximately, 2,350 LF
 8. Porcelain tile on floors of main & upper restrooms & kitchen, 1,500 SF
- E. Ceiling:
1. Acoustical ceiling tiles 5/8" x 2' x 2' for two story portion
 2. Repaint existing gym ceiling
- F. Operable partition for lower & upper flex spaces approximately, 80 LF



MECHANICAL, ELECTRICAL AND PLUMBING

- A. Fire Suppression:
 - 1. New wet system in basement & two story portion
 - 2. System in gym to remain as is

- B. Plumbing System:
 - 1. Design of new plumbing system throughout entire building
 - 2. Plumbing System to include:
 - A. Water & sewage piping
 - B. Toilets, urinals & sinks in restrooms
 - C. Stainless steel double bowl sink in kitchen
 - D. Lift station in basement
 - E. Water heater
 - F. Drinking Fountains

- C. HVAC System:
 - 1. Design of new HVAC system throughout entire building
 - 2. HVAC System to include:
 - A. (2) Packaged Units (1 for two story & 1 for gym)
 - B. Ductwork
 - C. Insulation
 - D. Gas Piping
 - E. Controls
 - F. Commissioning & TAB

- A. Electrical System:
 - 1. Design of new Electrical system throughout entire building
 - 2. Electrical System to include:
 - A. General distribution
 - B. Service entrance
 - C. Power for mechanical equipment
 - D. Security system
 - E. Voice/Data
 - F. Lighting
 - G. Emergency generator allowance \$70,000

FIXTURES, FURNISHINGS AND EQUIPMENT

- A. Specialties:
 - 1. (13) Toilet partitions
 - 2. (15) Toilet paper dispensers
 - 3. (6) Paper towel dispensers
 - 4. (14) Soap dispensers
 - 5. (3) grab bars in each ADA toilet stall
 - 6. (2) Baby changing stations
 - 7. (12) 24"x36" Mirrors
 - 8. Window treatments
 - 9. (6) Marker boards
- B. Signage:
 - 1. ADA at each restroom
 - 2. Typical room signage
- C. Appliances:
 - 1. (2) Commercial ranges
 - 2. (2) Commercial refrigerators
 - 3. (2) Microwaves
 - 4. (2) Dishwashers
- D. Athletic Equipment:
 - 1. (6) Electronic basketball hoops
 - 2. (6) Scoreboards
 - 3. (4) Volleyball poles & nets
 - 4. (4) Sets of removable bleachers
 - 5. Gym Curtains, 5,400 SF
- E. Safety:
 - 1. (12) Fire extinguisher & cabinets
 - 2. (3) Philips HeartStart defibrillator & cabinet
- F. Audio Visual & Sound System allowance \$75,000
- G. Acoustical treatments/mural allowance \$40,000

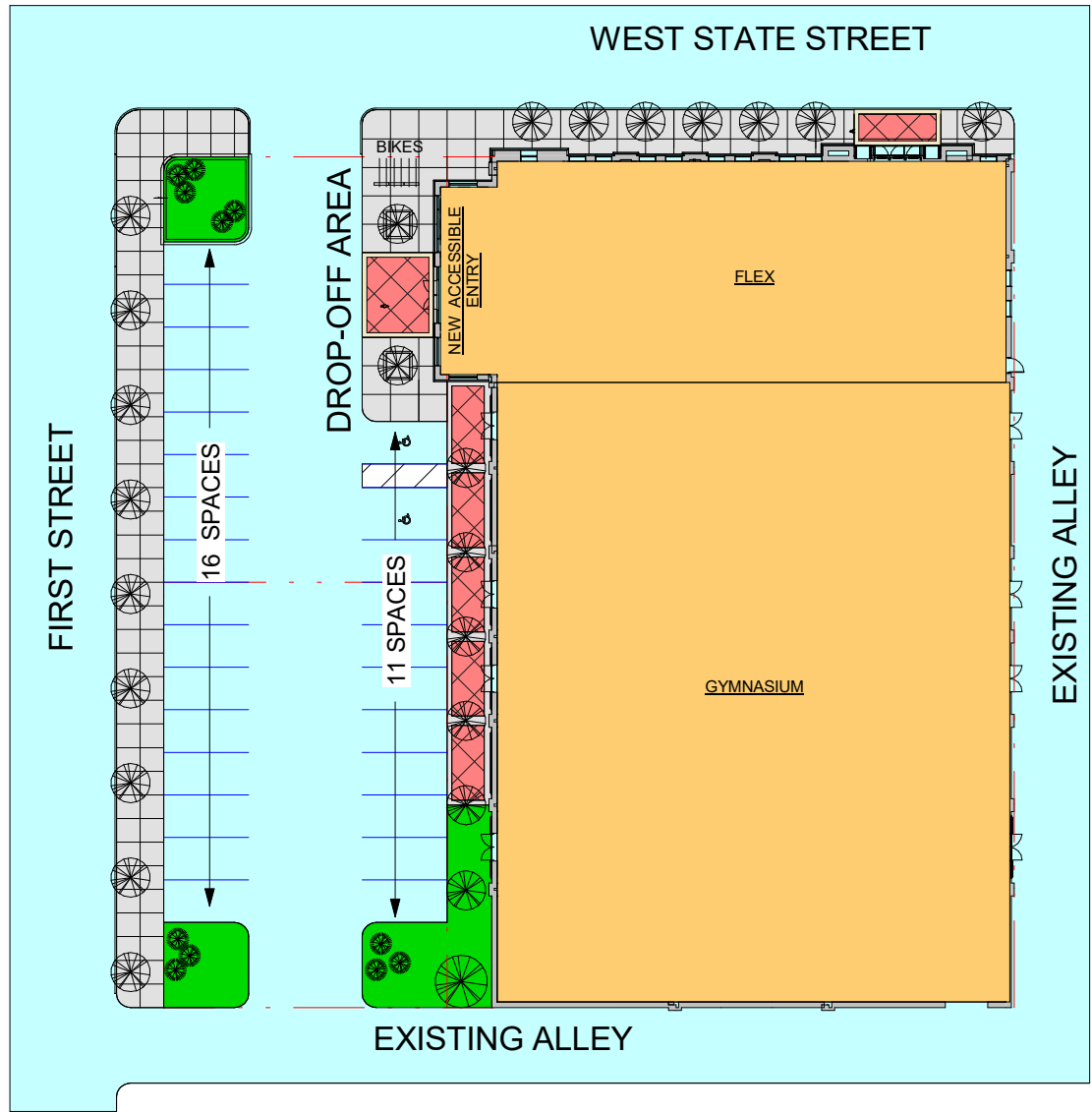
CLARIFICATIONS

- A. Budget:
 - 1. This budget is valid for 90 days from the date of this budget.
 - 2. Amounts listed are in today's dollars – no provisions have been made for inflation.
 - 3. The estimate is based on performing all work during normal business hours.
 - 4. Weidt Group projected rebate from Alliant Energy could range from \$3,000 - \$20,000.
 - 5. Rebates and cash discounts will be forwarded to the City of Marshalltown. Their impact is not factored into this budget.
 - 6. Security system not included
 - 7. Furniture not included

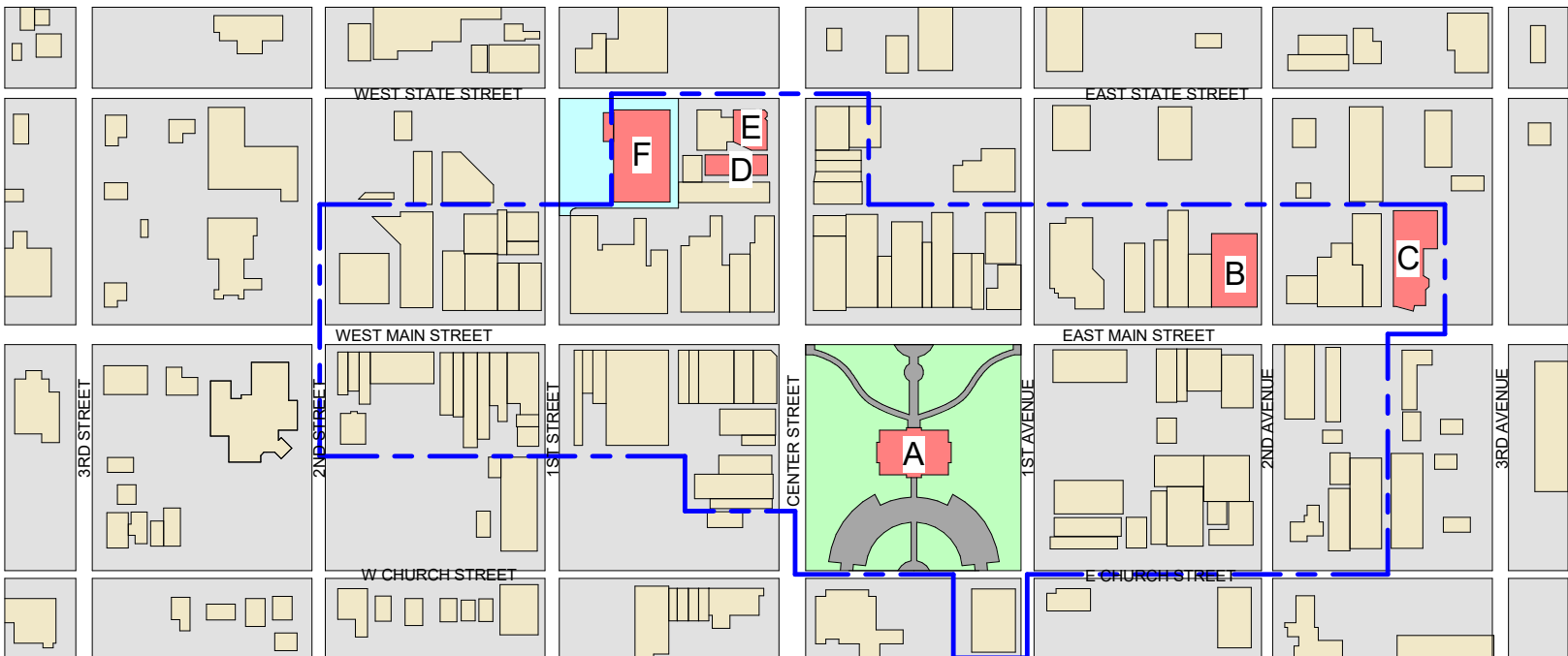
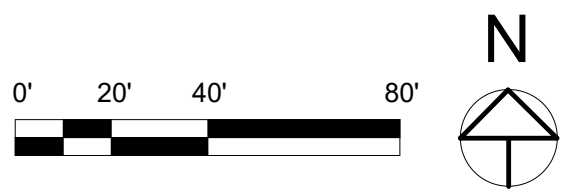
END OF NARRATIVE

Attachments following the narrative include:

- A. GTG Conceptual Plans, 13 pages, dated 04/10/17.
- B. SystemWorks Facility Assessment
- C. Impact 7 G Facility Assessment



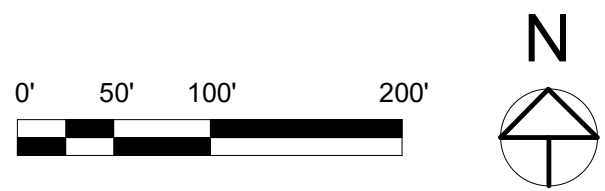
F. VETERAN'S MEMORIAL COLISEUM



SIGNIFICANT MARSHALLTOWN BUILDINGS

- A. MARSHALL COUNTY COURTHOUSE
- B. TALLCORN TOWER
- C. ORPHEUM THEATRE
- D. MARSHALLTOWN MUNICIPAL BUILDING
- E. OLD CARNEGIE LABRARY
- F. VETERANS MEMORIAL COLISEUM

MARSHALLTOWN DOWNTOWN HISTORIC DISTRICT

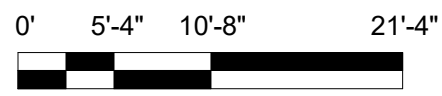




VIEW LOOKING SOUTHEAST



NORTH ELEVATION



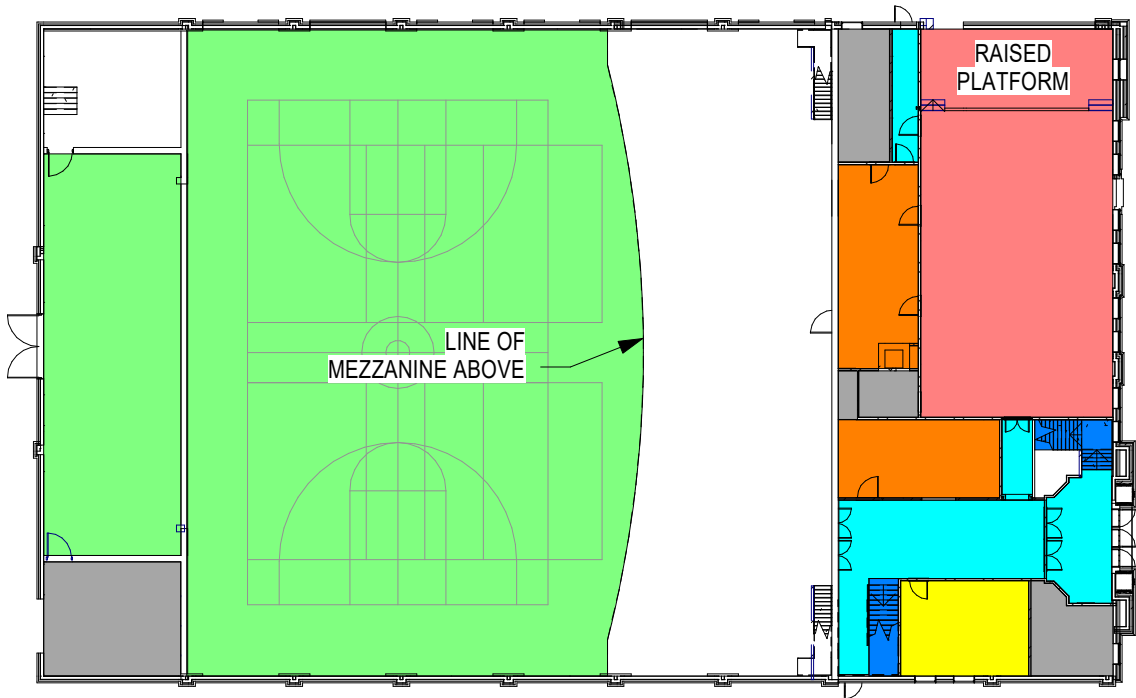


WEST ELEVATION



FIRST FLOOR EXISTING PLAN LEGEND

- HIGH VOLUME RECREATION = 9,435 SF
- LOW VOLUME FLEX SPACE = 2,065 SF
- OFFICE/SUPPORT = 801 SF
- REST ROOM = 337 SF
- HALLWAY/CIRCULATION = 812 SF
- STAIRS/ELEVATOR = 160 SF
- STORAGE/MECHANICAL = 469 SF

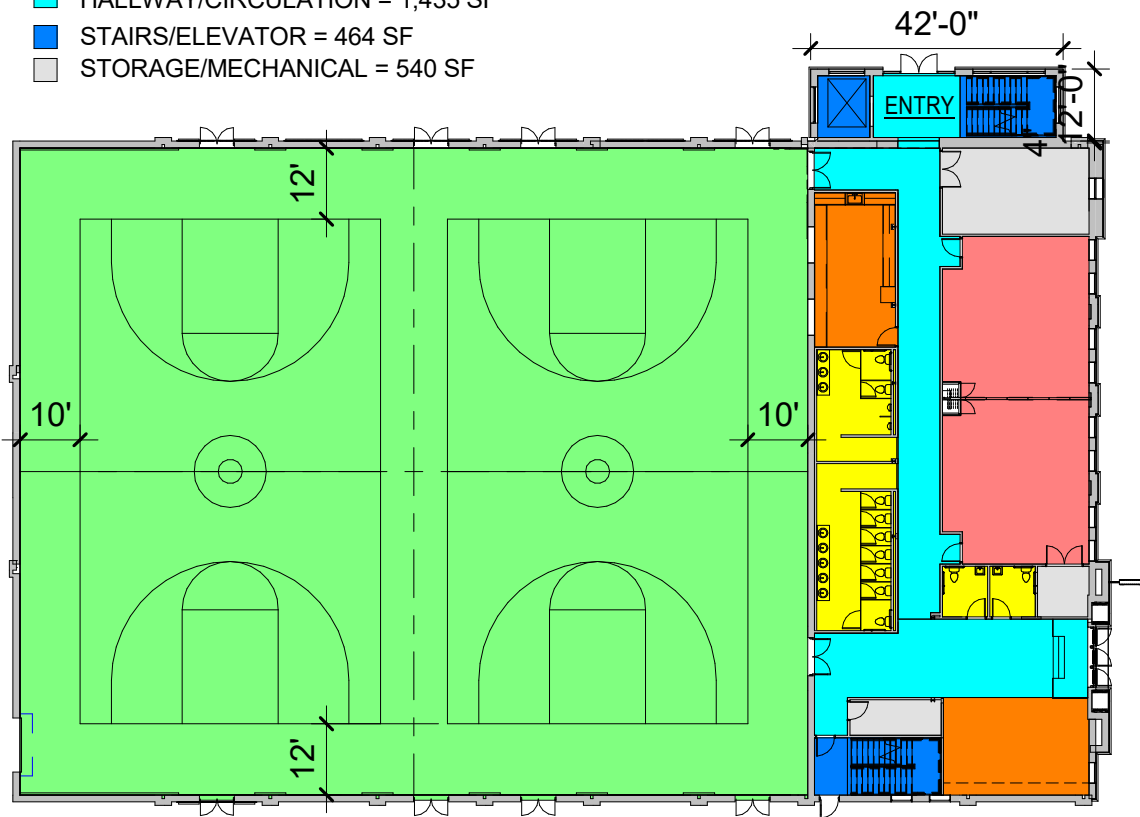


FIRST FLOOR SPACE ALLOCATION - EXISTING



FIRST FLOOR PROPOSED PLAN LEGEND

- HIGH VOLUME RECREATION = 14,233 SF
- LOW VOLUME FLEX SPACE = 1,277 SF
- OFFICE/SUPPORT = 750 SF
- REST ROOM = 784 SF
- HALLWAY/CIRCULATION = 1,435 SF
- STAIRS/ELEVATOR = 464 SF
- STORAGE/MECHANICAL = 540 SF

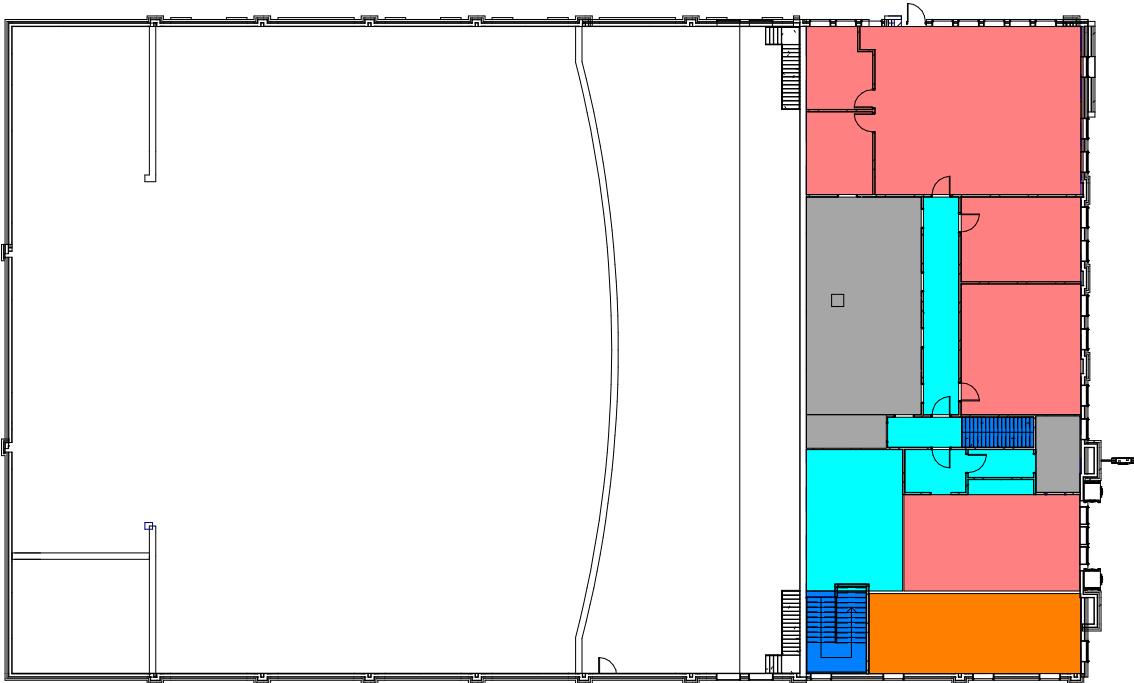


FIRST FLOOR SPACE ALLOCATION - PROPOSED



SECOND FLOOR EXISTING PLAN LEGEND

- HIGH VOLUME RECREATION = 0 SF
- LOW VOLUME FLEX SPACE = 2,482 SF
- OFFICE/SUPPORT = 470 SF
- REST ROOM = 0 SF
- HALLWAY/CIRCULATION = 811 SF
- STAIRS/ELEVATOR = 196 SF
- STORAGE/MECHANICAL = 858 SF

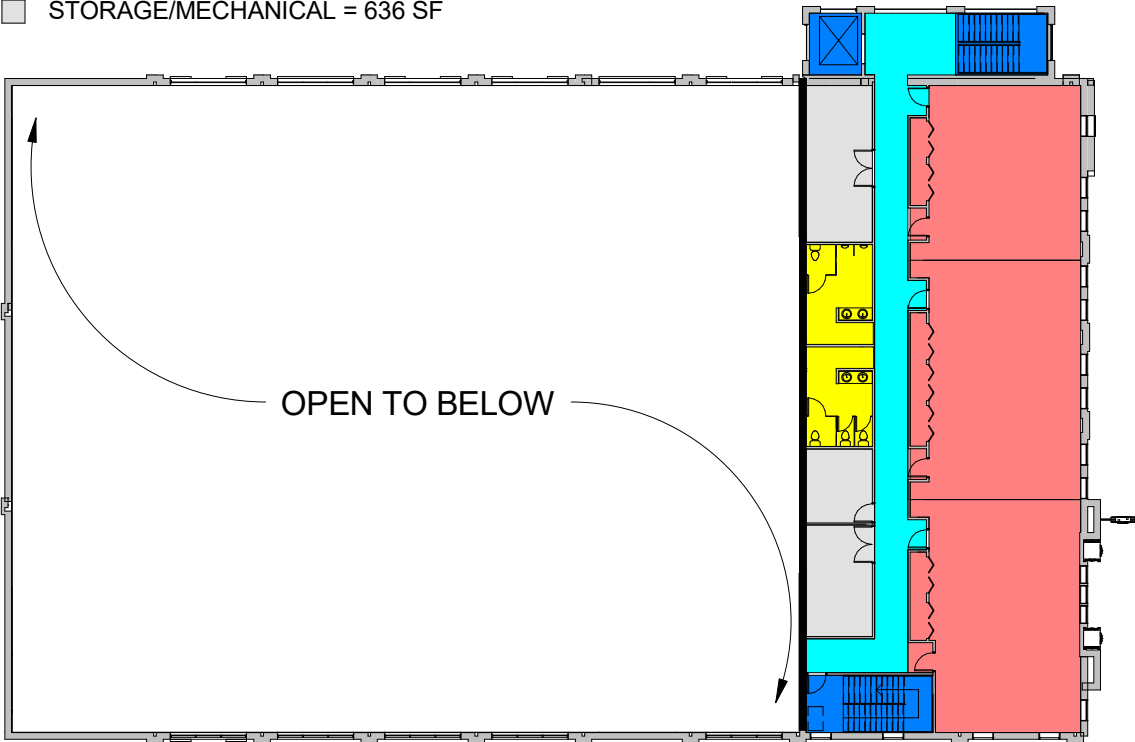


SECOND FLOOR SPACE ALLOCATION - EXISTING



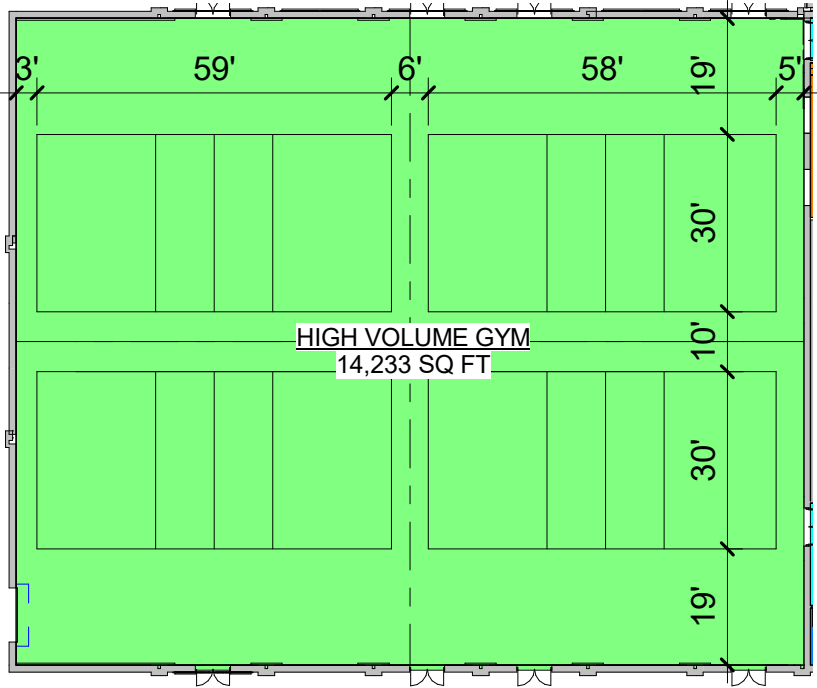
SECOND FLOOR PROPOSED PLAN LEGEND

- HIGH VOLUME RECREATION = 0 SF
- LOW VOLUME FLEX SPACE = 2,958 SF
- OFFICE/SUPPORT = 0 SF
- REST ROOM = 384 SF
- HALLWAY/CIRCULATION = 816 SF
- STAIRS/ELEVATOR = 445 SF
- STORAGE/MECHANICAL = 636 SF

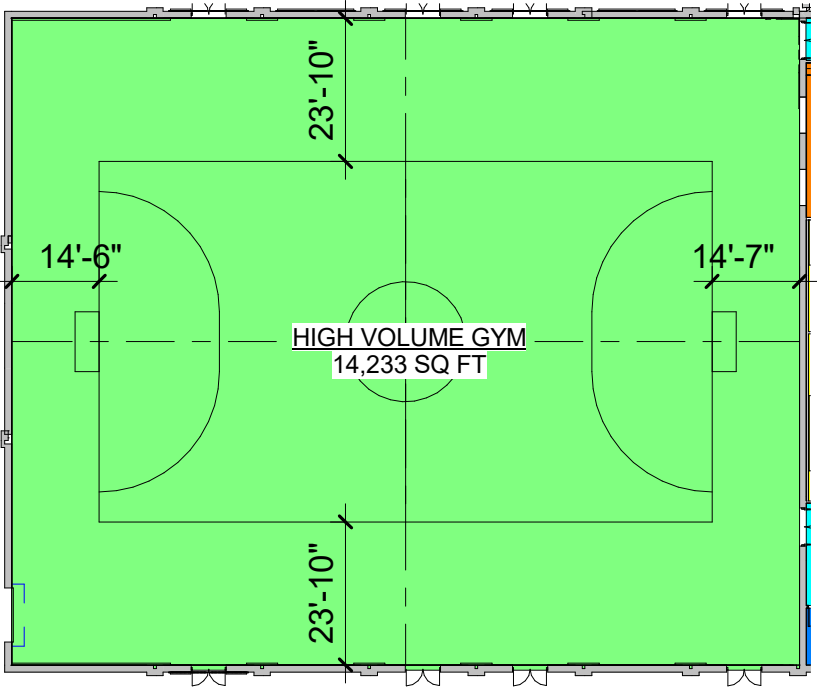


SECOND FLOOR SPACE ALLOCATION - PROPOSED

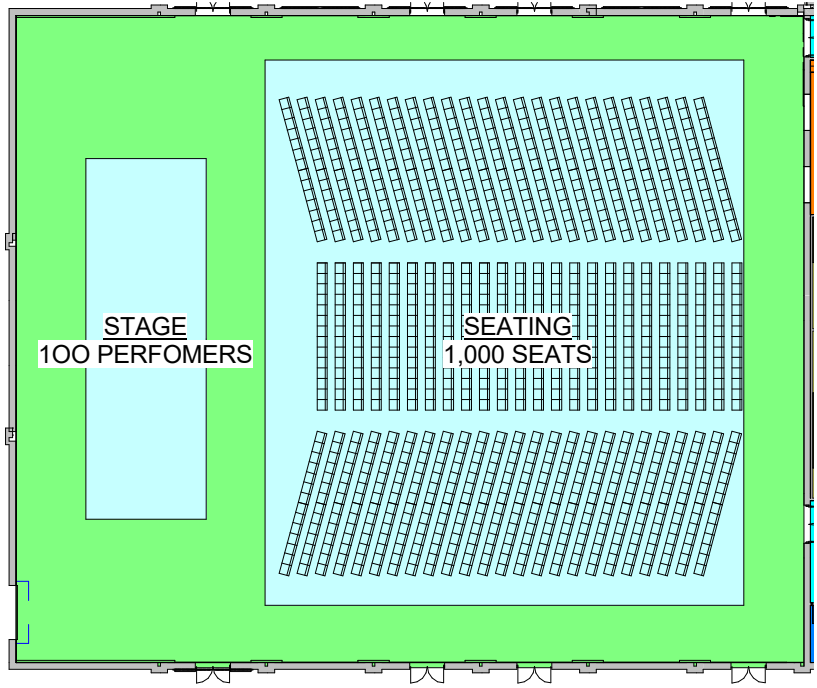




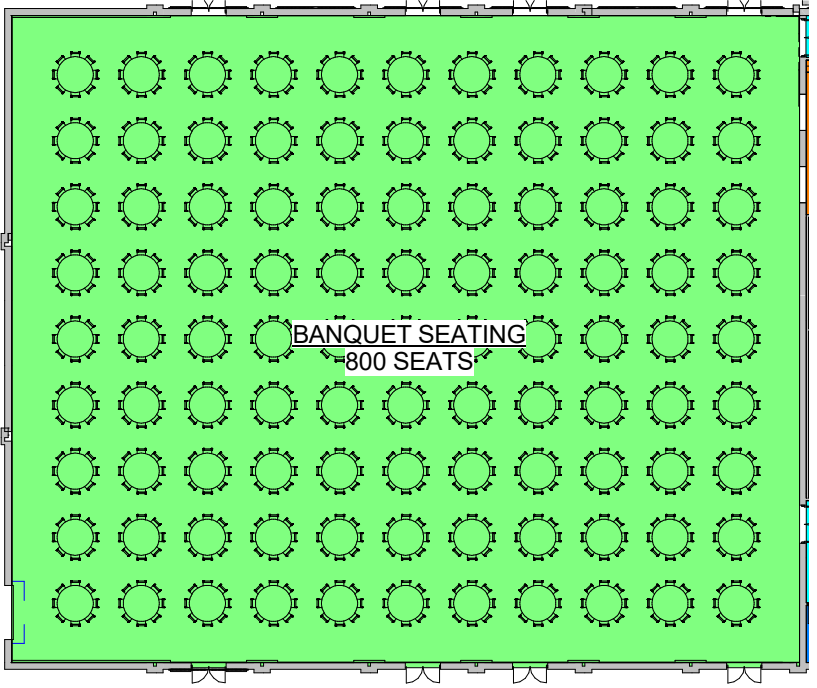
ALTERNATE GYM PLAN - VOLLEY BALL



ALTERNATE GYM PLAN - INDOOR SOCCER



ALTERNATE GYM PLAN - PERFORMANCE

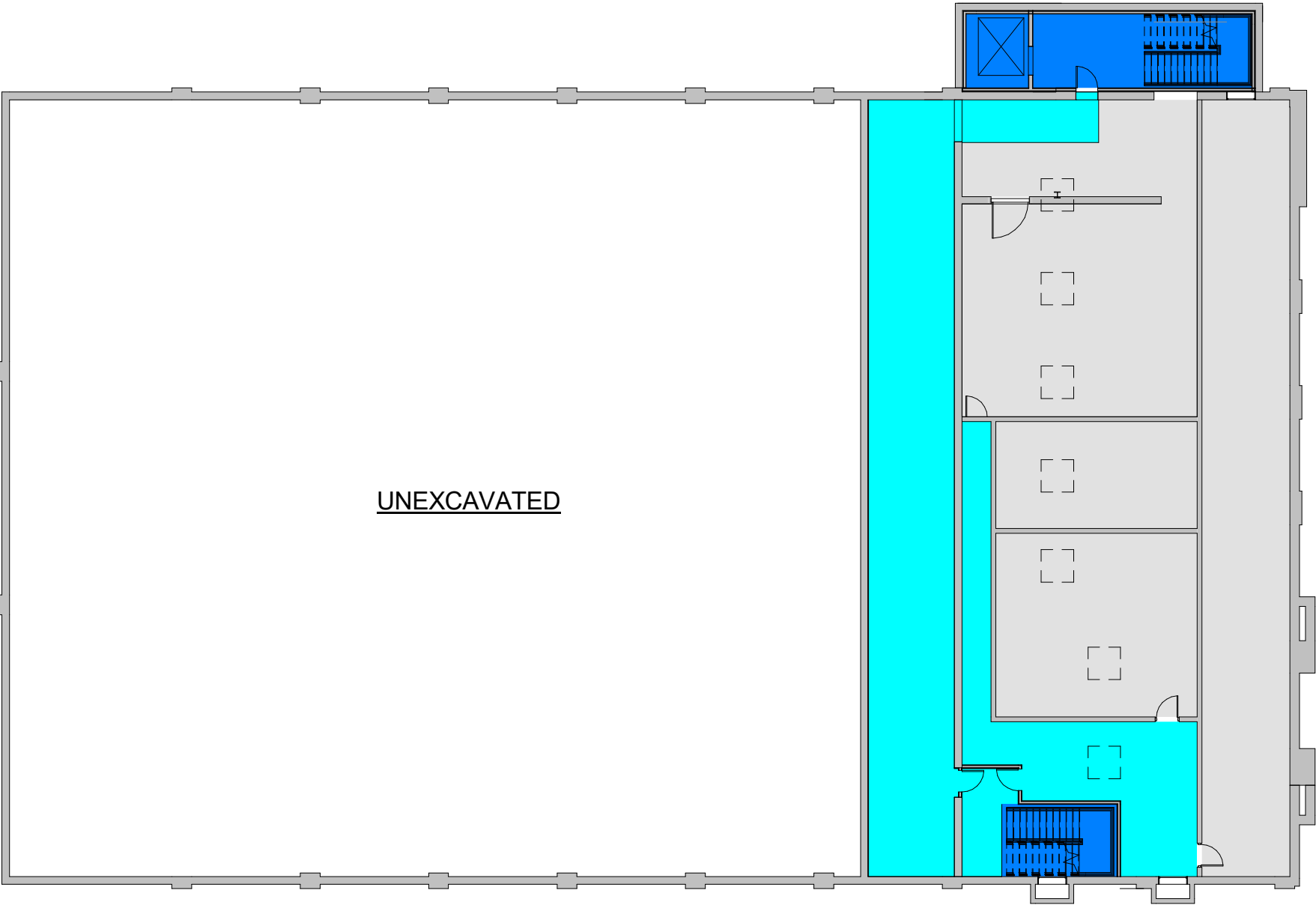


ALTERNATE GYM PLAN - BANQUET





VIEW LOOKING SOUTHWEST INSIDE GYM

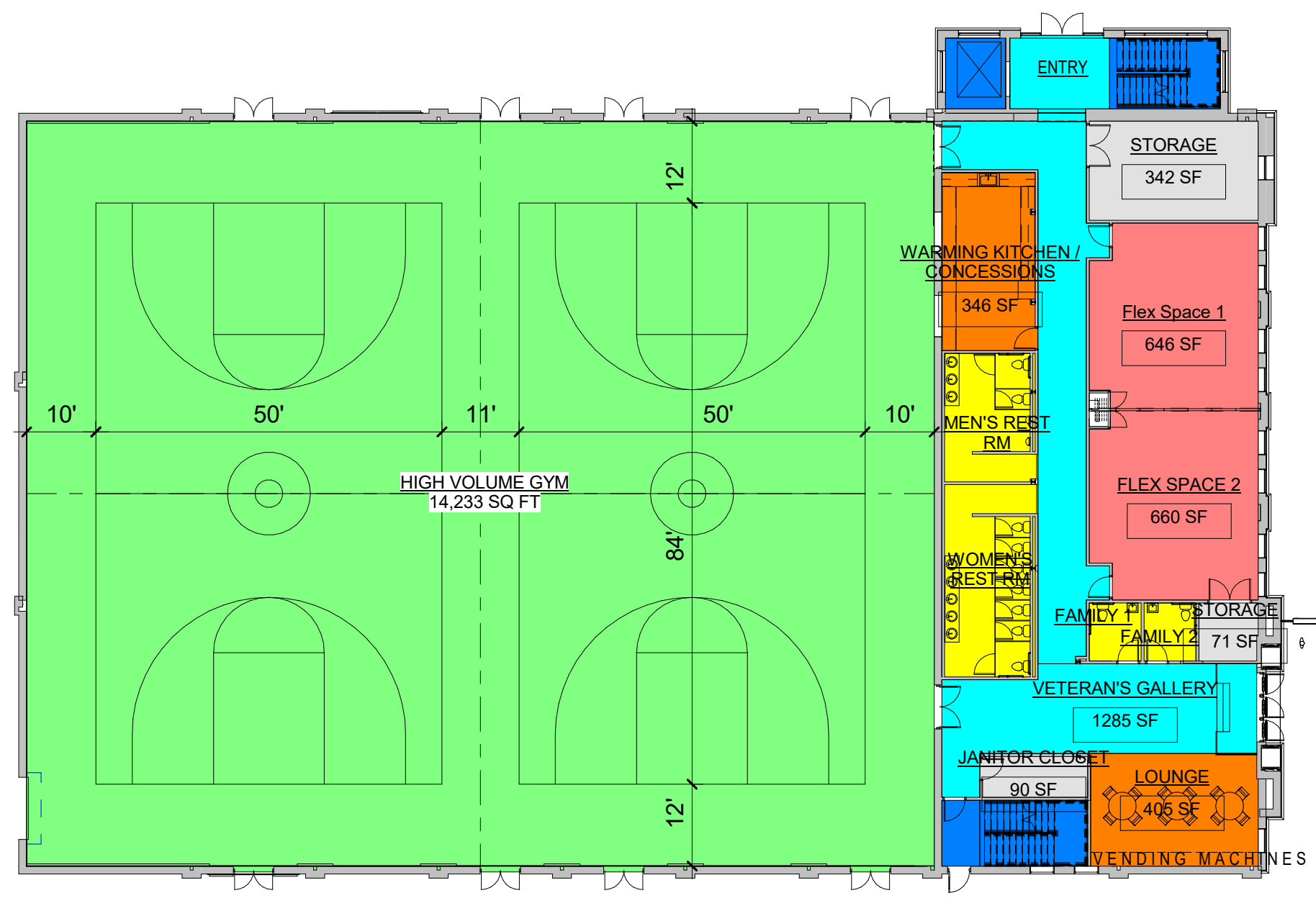


BASEMENT FLOOR PLAN LEGEND

- HIGH VOLUME RECREATION = 0 SF
- LOW VOLUME FLEX SPACE = 0 SF
- OFFICE/SUPPORT = 0 SF
- REST ROOM = 0 SF
- HALLWAY/CIRCULATION = 2,112 SF
- STAIRS/ELEVATOR = 567 SF
- STORAGE/MECHANICAL = 3,741 SF

BASEMENT FLOOR PLAN



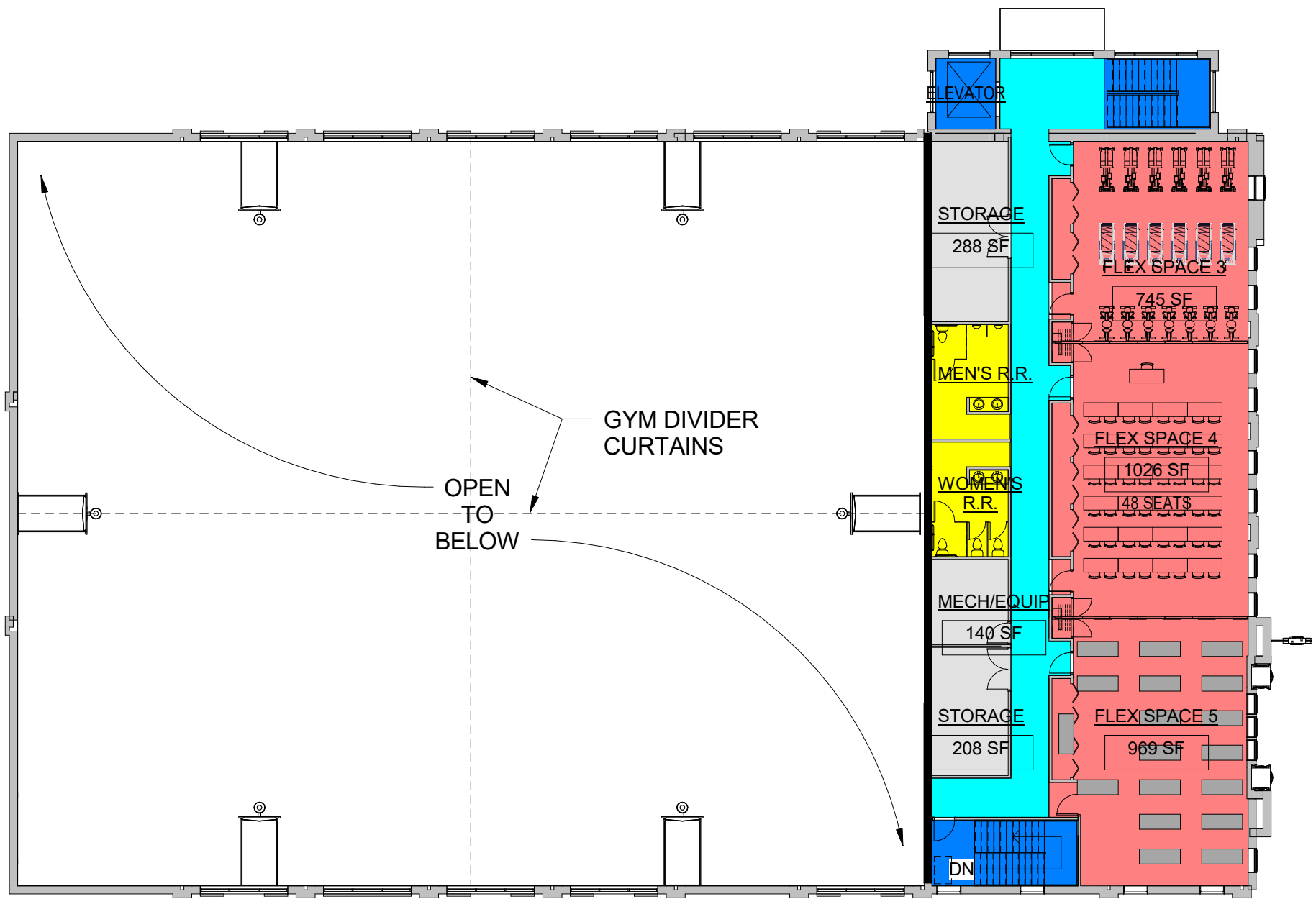


FLOOR PLAN LEGEND

- HIGH VOLUME RECREATION
- LOW VOLUME FLEX SPACE
- OFFICE/SUPPORT
- REST ROOM
- HALLWAY/CIRCULATION
- STAIRS/ELEVATOR
- STORAGE/MECHANICAL

FIRST FLOOR PLAN



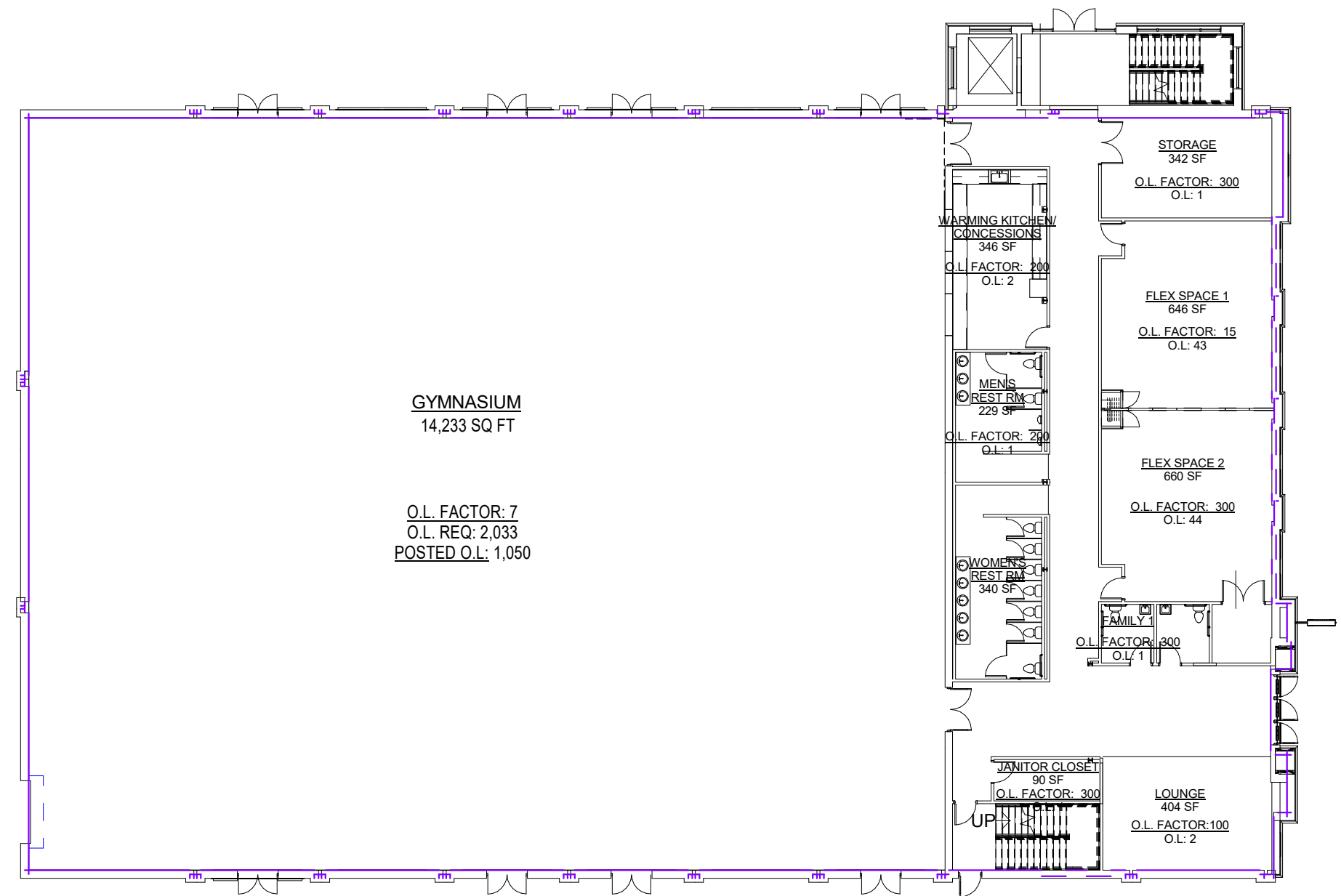


FLOOR PLAN LEGEND

- HIGH VOLUME RECREATION
- LOW VOLUME FLEX SPACE
- OFFICE/SUPPORT
- REST ROOM
- HALLWAY/CIRCULATION
- STAIRS/ELEVATOR
- STORAGE/MECHANICAL

SECOND FLOOR PLAN

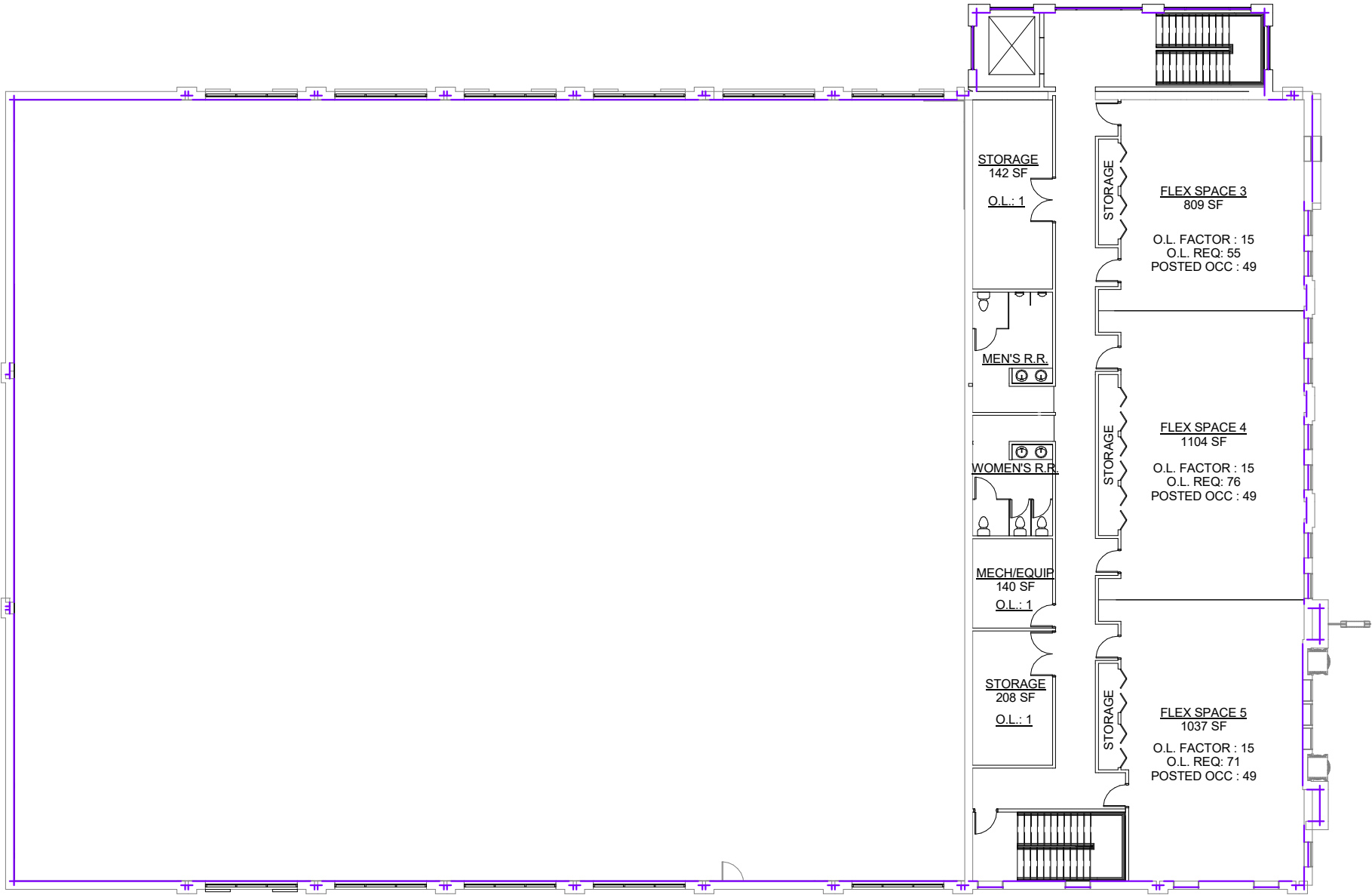




<u>EGRESS SIZING</u>	
<u>TOTAL OCCUPANT LOAD:</u>	
ADMIN 1ST:	95
GYM (POSTED)	1050
ADMIN 2ND (POSTED)	151
<u>TOTAL</u>	1296
<u>EGRESS CAPACITY (SPRINKLERED)</u>	
<u>ADMIN 1ST</u>	
REQ: .2"/OCC - 95 X .2 = 19"	
OTHER REQ: .15"/OCC - 95 X .15 = 15"	
PROVIDED (DOORS): 5 X 36 = 180"	
<u>CORRIDOR WIDTH:</u>	
REQUIRED: 44"	
PROVIDED: 72"	
<u>GYM</u>	
REQ: .2"/OCC - 1050 X .2 = 210"	
OTHER REQ: .15"/OCC - 95 X .15 = 158"	
PROVIDED (DOORS): 8 X 36 = 288"	
<u>REQ PLUMB FIX (A-3):</u>	
TOTAL OCC LOAD : 1296/2 = 648 M/W	
M: 1/125 = 648/125 = 6 - 8 PROVIDED	
W: 1/65 = 648/65 = 10 - 11 PROVIDED	

FIRST FLOOR - CODE PLAN





EGRESS SIZING

TOTAL OCCUPANT LOAD:

EGRESS CAPACITY (SPRINKLERED)
 STAIRS REQ: .2"/OCC REQ - 151 X .2" = 30.2"
 STAIRS PROVIDED: 54" X 2 = 108"

OTHER REQ: .15"/OCC - 151 X .15 = 22.6
 PROVIDED (STAIRWAY DOORS): 2 X 36 = 72"

CORRIDOR WIDTH:
 REQUIRED: 44"
 PROVIDED: 60"

REQ PLUMB FIX (A-3):
 M: 1/125, W: 1/65 = 1M/2F

PLUMBING FIX COUNT: 3M/3W

SECOND FLOOR - CODE PLAN



REPORT

FACILITY ASSESSMENT



Veterans Memorial Coliseum

Marshalltown, Iowa

Prepared for:
Steve Grasso
GTG Companies



SystemWorksLLC
Commissioning Sustainable Buildings

EXECUTIVE SUMMARY

On February 20, 2017, SystemWorks conducted an investigative site visit at the Veterans Memorial Coliseum at 20 West State Street in Marshalltown, Iowa. The intent of this report is to discover and document the current conditions of major building systems.

The following building systems were visually reviewed for this project:

- A. Mechanical System
- B. Electrical System
- C. Plumbing System
- D. Building Envelope

FACILITY DESCRIPTION

Veterans Memorial Coliseum is a 25,000 square foot facility consisting of two main parts: a 14,500 square foot Auditorium/Gymnasium and a two-story multi-use, mostly vacant space. The building was originally built in 1929 and utilized natural ventilation and a coal-fired steam boiler. Over the years, the building has undergone various upgrades and alterations, including the addition of a 520-seat balcony and the removal of the coal boiler.

The Auditorium/Gymnasium area of the Coliseum is currently used for a variety of activities, ranging from athletic tournaments to dances. The two-story area is only utilized on the first floor. The second floor is currently vacant.



MECHANICAL SYSTEM

Originally, the building was heated by a coal-fired steam boiler that provided low pressure steam to cast-iron radiators throughout the building. The office area still has some of the original steam radiators. None of the radiators appear to have leaks, so these could potentially be re-used as part of a renovation project to preserve some of the building's history.

The boiler has since been removed and replaced with six Lennox forced-air, natural gas furnaces. Two of these furnaces currently only serve office areas on the first floor. These two furnaces are relatively new (< 5 years old) and appear to be in proper working order. Much of the original steam piping has been cut out.



Figure 1: Office area furnace



Figure 2: Cut steam piping

The other four furnaces serve the Gym. The Gym furnaces are installed high above the Gym floor in a downward airflow configuration. These pull air from the ceiling and blow air straight down to the floor. The Gym furnaces are all relatively new and are in proper working order. The location of these furnaces make regular maintenance and filter changes very challenging.

Six propeller-type exhaust fans in the Gym can provide some indirect cooling by inducing unconditioned fresh air into the space through exterior doors. The exhaust fans are currently functional.



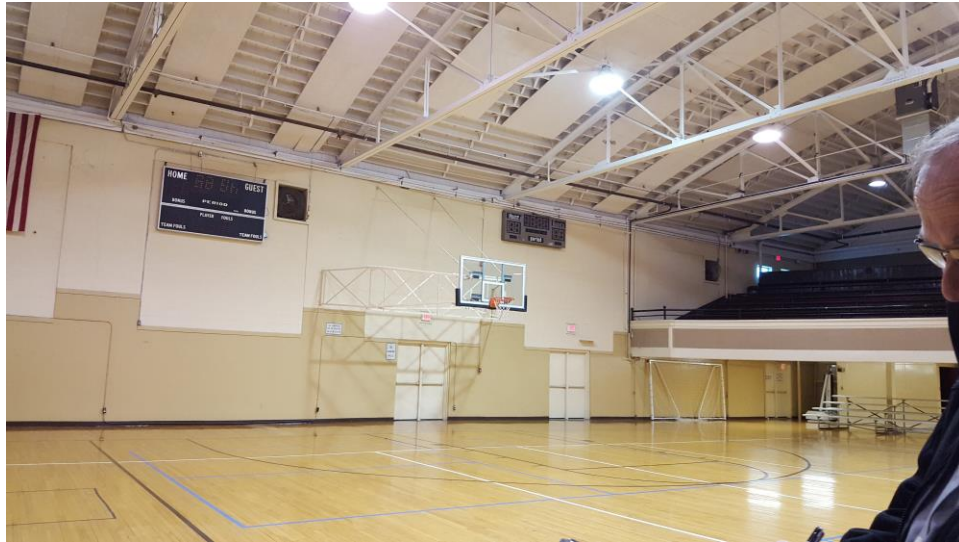


Figure 3: Gym area showing exhaust fans, exterior doors, and furnace.

The building has no active or mechanical air conditioning aside from two small window mounted air conditioners that serve one room (the Blue Room) on the first floor.



Figure 4: Blue Room showing window-mounted air conditioner

Aside from inducing unconditioned outside air through exterior doors, the building has no direct means of ventilation. None of the forced-air furnaces or window-mounted units have any capability of introducing outside air into the building.

Aside from two programmable thermostats that control all six furnaces, the building has no temperature controls. The programmable thermostats seem to be in working order. Gym exhaust fans are controlled by manual on/off switches.



The building also has some small bathroom exhaust fans and associated ductwork. The bathroom exhaust fans themselves use antiquated motors and were not in operation during our site visit. There has also been some plumbing and electrical modifications performed that destroyed the integrity of the exhaust ductwork.



Figure 5: Antiquated restroom exhaust fan

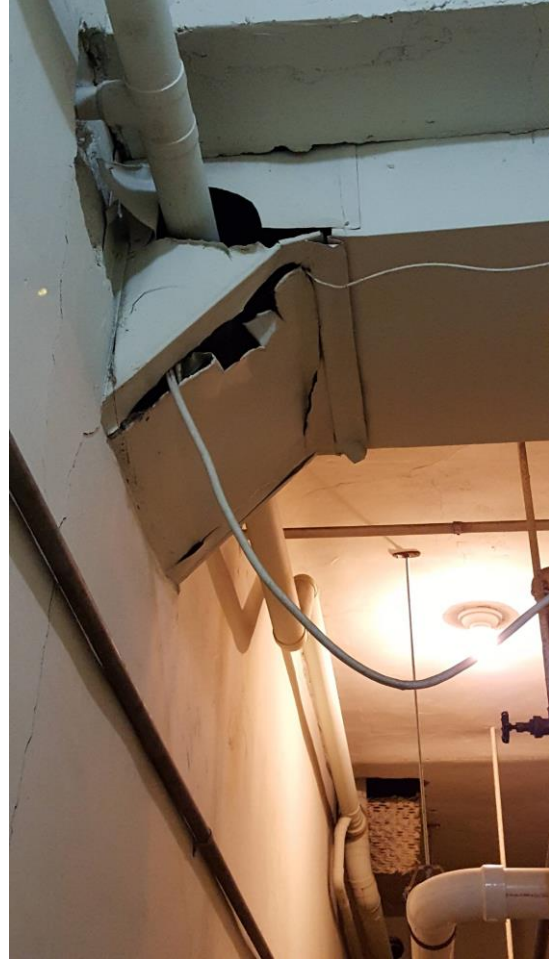


Figure 6: Damaged exhaust ductwork



ELECTRICAL SYSTEM

Over the years, the building's electrical service has been expanded and split into subpanels multiple times. The main electrical service is currently a 208 volt, 3 phase, 800 amp service. The building also has a working 10 kW backup generator. The generator only serves the front office area for emergency lighting.

Much of the building's electrical wiring is run in exposed conduit. The conduit mainly appears to be good shape.

The electrical panels appear to be in good working order. Many panels utilize older circuit protection technology. The city has already inquired about upgrading these panels to modern circuit protection technology.

The backup generator appears to be well maintained and tested.



Figure 7: Main electrical panel

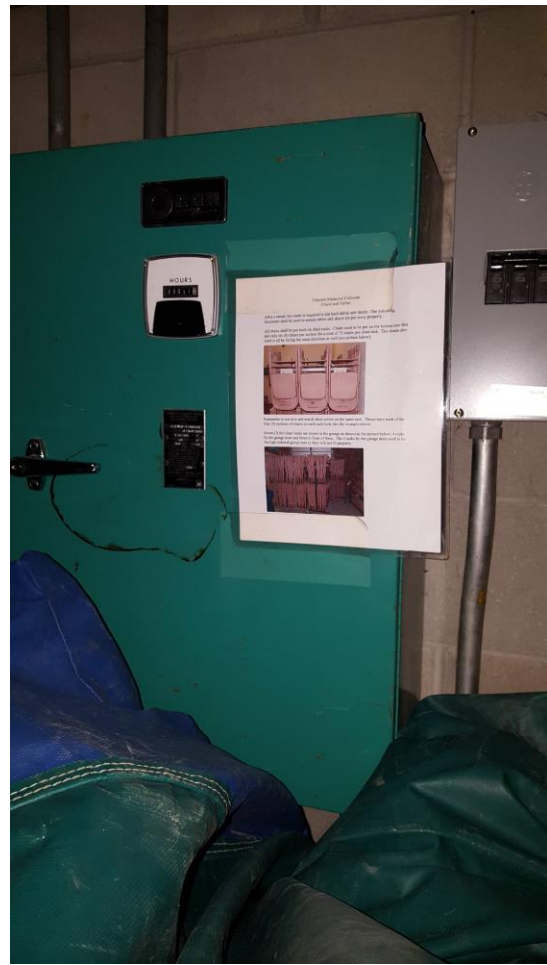


Figure 8: Backup generator



PLUMBING SYSTEM

The plumbing systems in the building appear to have undergone various upgrades and modifications over the years. Many of the drainage (sewer and roof drain) systems have been updated from cast-iron to PVC piping. The domestic hot water system also appears to have been updated recently with a modern, natural gas hot water heater & tank.



Figure 9: Updated PVC piping next to out-of-service piping



Figure 10: Natural gas hot water heater



The domestic supply water appears to be in decent shape. Much of the existing copper piping could potentially be re-used under a renovation project. City provided water meter and backflow preventer both appear to be fully functional.



Figure 11: Backflow preventer



Figure 12: Domestic water piping and water meter



BUILDING ENVELOPE

According to building operators, the facility has a new EPDM roof throughout. The underside of the roof is exposed in the Gym area. There does not appear to be any insulation on the underside of the roof deck. According to maintenance staff, the new roof was not provided with any additional insulation.



Figure 13: Underside of roof in Gym area

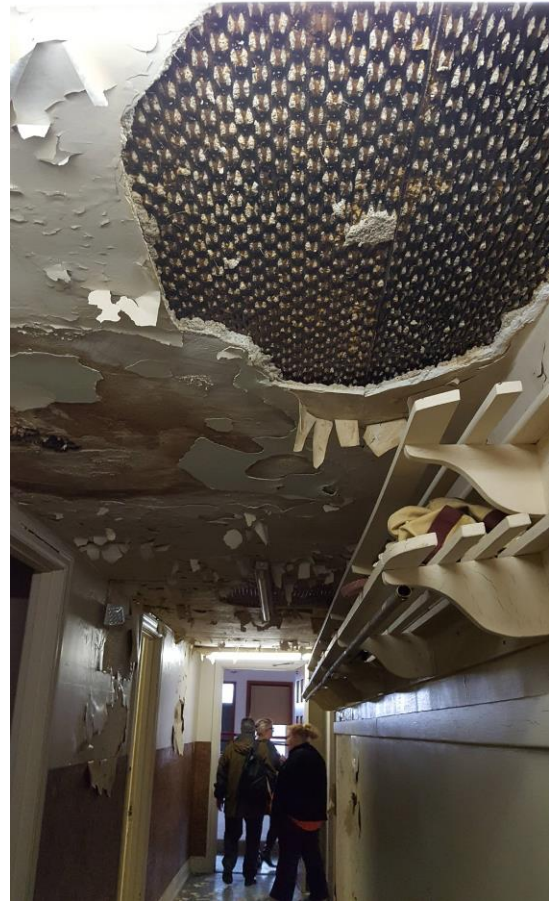


Figure 14: Water damage in second floor hallway

There is evidence of moisture intrusion into the occupied space on the second floor. Extensive water damage is apparent throughout the second floor. There does not appear to be much evidence of roof leaks that are still leaking. There was no standing water or catch basins inside the building. There was no dripping water present during our site visit, which was conducted during rainy weather conditions. The extent of the water damage is unclear. Additional investigation would be required to determine any structural damage. There was little evidence of apparent mold growth inside the building. This does not rule out the possibility of mold being present behind finished surfaces. Additional investigation would be required to rule out the presence of health affecting mold growth.



The original design included large windows on both sides of the Gym. These has since been removed and replace with painted concrete brick. The windows on the office side of the building are 1/8" single pane glass. Seals around windows appear aged and degraded. The building also has two skylights. There is evidence of moisture intrusion around these skylights.



Figure 15: Close-up of existing window frame



Figure 16: Water damage under skylight



There is also some substantial moisture-based damage around the perimeter of the office area. This damage may be the result of roof leaks or moisture transfer through the exterior wall. This moisture transfer could potentially be caused by building negative pressure as a result of running the Gym exhaust fans without opening the exterior doors.



Figure 17: Water damage on East wall, second floor





March 2, 2017

GTG Architects, LLC
6505 Merle Hay Road, Suite A
Johnston, IA 50131

RE: Environmental Review for Veterans Memorial Coliseum, 20 W State St., Marshalltown, IA

Impact7G, Inc. (Impact7G) has completed a limited Asbestos Containing Materials (ACM) screening, asbestos report review, visible mold inspection, and limited visual paint inspection for Lead Based Paint (LBP) concerns for the existing Veterans Memorial Coliseum structure located at 20 W State St., Marshalltown, IA; hereinafter referred to as the "Property."

The limited ACM screening took place on February 20, 2017 and consisted of sampling select suspect building materials per the direction of GTG Architects, LLC and analyzing them for asbestos. These samples were analyzed for asbestos by polarized light microscopy (PLM) and the results of the suspect ACM are summarized in the following table.

Table 1 – Summary of Suspect Asbestos
(Determined through laboratory analysis and/or assumed to contain ACM)

Sample #	Material Substance	Color	Location	Asbestos Content
17JR022001	Ceiling Plaster	Cream	Boiler Room, Basement	ND
17JR022002	Pipe Wrap	White	Boiler Room, Basement	ND
17JR022003	Pipe Insulation	Yellow	Boiler Room, Basement	ND
17JR022004	Wall Plaster	Cream	NE Room, 2 nd Floor	ND
17JR022005	Pipe Wrap	White	Machine Room, 2 nd Floor	ND
17JR022006	Pipe Insulation	White	Machine Room, 2 nd Floor	50% Chrysotile
N/A	9"x9" Floor Tile	Gray with Black Streaks	2 nd Floor	Assumed
N/A	9"x9" Floor Tile	Green	2 nd Floor	Assumed
N/A	9"x9" Floor Tile	Red with Cream Streaks	2 nd Floor	Assumed
N/A	9"x9" Floor Tile	Cream with Red Streaks	2 nd Floor	Assumed
N/A	9"x9" Floor Tile	Green – Wavy Pattern	2 nd Floor	Assumed
N/A	9"x9" Floor Tile	Cream – Wavy Pattern	2 nd Floor	Assumed
N/A	9"x9" Floor Tile	Red	Ticket Office, 1 st Floor	Assumed

ND = Non Detect

ACM is defined as a material that is greater than 1% asbestos. ACM was detected in samples collected and is assumed on the Property. Asbestos was identified in white pipe insulation. Depending on possible renovations to the Property, the ACM may or may not need to be abated. This sampling event



DOES NOT constitute a full asbestos inspection. If renovation or demolition activities take place on the property a full asbestos inspection should be completed.

Impact7G reviewed an asbestos inspection report for the Property completed by Chart Services, Ltd. on April 2, 1990. The identified ACM are summarized in the following table.

Table 2 – Summary of ACM (4/2/1990)
(Determined through laboratory analysis)

Sample #	Material Substance	Color	Location	Asbestos Content
472795	Pipe Insulation	Grey	Tank Room, Basement	30% Chrysotile
472810	Pipe Joint Plaster	Grey	Boiler Room Hallway	15% Chrysotile 20% Amosite
472792	Pipe Insulation	Grey	Men's Locker Room	40% Chrysotile
472801	Pipe Joint Plaster	Grey	Tank Room, Basement	20% Chrysotile 15% Amosite
472798	Pipe insulation	Grey	Tank Room, Basement	35% Chrysotile
472804	9"x9" Floor Tile	Red	Phone Room, Entry	13% Chrysotile
473196	Floor Tile	Brown	Stairs, Entry	>1% Chrysotile
472816	9"x9" Floor Tile	Green-White	Hallway, 2 nd Floor	7% Chrysotile
472819	9"x9" Floor Tile	Tan-Orange	Sunday School Room	7% Chrysotile
472822	9"x9" Floor Tile	Orange-White	Sunday School Room	7% Chrysotile
472825	9"x9" Floor Tile	White-Black Specks	Nursery Closet	2% Chrysotile
472828	9"x9" Floor Tile	Gray-Black-White	Workout Room	2% Chrysotile
472831	9"x9" Floor Tile	Gray-Black-White	Workout Room	2% Chrysotile

According to the Chart Services report, ACM was detected in samples collected from the Property. Asbestos was identified in grey pipe insulation, grey joint plaster, floor tile, and 9"x9" floor tile. Based on conversations with City of Marshalltown employees, an Assessment & Proposed Improvements report for the Property completed by TSP Six, Inc. in 1997, and recent sampling of materials in similar places, it appears much of, if not all of, the asbestos has been abated from the piping in the basement. According to the Assessment & Proposed Improvements report, and confirmed by recent sampling, some asbestos piping insulation remains in concealed spaces.

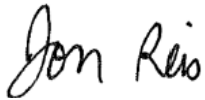
Impact7G visually inspected the Property for suspect visible mold. No suspect mold was observed during the visible inspection of the Property. A full Indoor Air Quality (IAQ) investigation can be performed to verify the presence or absence of mold within the Property. A full IAQ investigation would include the collection of building material moisture readings, interior humidity readings, spore trap analysis to determine if spores are in the air, swab and/or tape lift samples of any areas of visible growth, and identification of potential moisture intrusion areas.



Impact7G performed a limited visual paint inspection of the Property for Lead-Based Paint (LBP) concerns. Due to the age of the building, all painted surfaces should be assumed to be lead containing until proven otherwise for occupant and worker safety. Areas of deteriorated paint were observed in various locations of the Property. LBP in a deteriorated condition may represent a potential lead hazard or contribute to a potential dust-lead hazard for people who come into contact with the LBP. It is recommended a full LBP Inspection be conducted to determine if LBP is present on the Property. Until an LBP inspection has been completed, should any painted surfaces be disturbed in any manner that generates dust, extreme care must be taken to limit its spread. Safe work practices should always be used during any remodeling project, in addition to using a certified lead abatement contractor or professional certified lead worker.

Thank you for this opportunity to provide you with our services, should any questions arise, please feel free to contact me at 515-473-6256 or jreis@impact7g.com.

Sincerely,



Jon Reis
Impact7G, Inc.

Enclosures – Analytical Results
Previous Reports



Analytical Results

IMPACT7G

P.O. BOX 661, 410 MAIN STREET, SLATER, IA 50244, 800-383-3400

www.impact7g.com, info@impact7g.com

BULK SAMPLE ANALYSIS RESULTS

Client: GTG Architects, LLC.
Steve Grasso
6505 Merle Hay Road, Suite A
Johnston, IA 50131

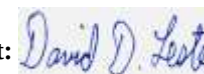
Date of Report: 2/21/2017
Client No: 5180
Project Desc.: 20 West State Street, Marshalltown,
IA

SAMPLE NUMBER	SAMPLE DESCRIPTION	MATERIALS PRESENT		TOTAL ASBESTOS PERCENTAGE	ANALYSIS DATE	Job #: 17-0183
		%	TYPE			ANALYST
17JR022001	Ceiling plaster, cream, boiler room	100%	Nonfibrous Binders	0%	2/21/2017	David D. Lester
17JR022002	Pipe wrap, white, boiler room	97% 3%	Cellulose Nonfibrous Binders	0%	2/21/2017	David D. Lester
17JR022003	Pipe insulation, yellow, boiler room	5% 85% 2% 8%	Cellulose Glass Fiber Nonfibrous Binders Tar	0%	2/21/2017	David D. Lester

!Analysis by Polarized Light Microscopy using EPA 600/R-93-116 Method for Bulk Sample Analysis. Test results pertain only to the material content of the sample(s) analyzed. PLM has been known to miss asbestos in a small percentage of samples which contain asbestos. Therefore, negative PLM results cannot be guaranteed. Samples reported as <1% or none detected should be tested with TEM. If a floor tile is found to contain no asbestos, the EPA recommends additional testing to prove the lack of asbestos in this material. Percentages of fibrous materials reported are representative of the sample analyzed and not necessarily the percentages in the material as a whole. Member of the American Industrial Hygiene Association (AIHA) Bulk Quality Assurance Program, Laboratory ID: 9821

SAMPLE NUMBER	SAMPLE DESCRIPTION	MATERIALS PRESENT		TOTAL ASBESTOS PERCENTAGE	ANALYSIS DATE	Job #: 17-0183
		%	TYPE			ANALYST
17JR022004	Wall plaster, cream, non-com room	100%	Nonfibrous Binders	0%	2/21/2017	David D. Lester
17JR022005	Pipe wrap, white, machine room	98% 2%	Cellulose Nonfibrous Binders	0%	2/21/2017	David D. Lester
17JR022006	Pipe insulation, white, machine room	50% 30% 20%	Chrysotile Cellulose Nonfibrous Binders	50%	2/21/2017	David D. Lester

Analyst:



 !Analysis by Polarized Light Microscopy using EPA 600/R-93-116 Method for Bulk Sample Analysis. Test results pertain only to the material content of the sample(s) analyzed. PLM has been known to miss asbestos in a small percentage of samples which contain asbestos. Therefore, negative PLM results cannot be guaranteed. Samples reported as <1% or none detected should be tested with TEM. If a floor tile is found to contain no asbestos, the EPA recommends additional testing to prove the lack of asbestos in this material. Percentages of fibrous materials reported are representative of the sample analyzed and not necessarily the percentages in the material as a whole. Member of the American Industrial Hygiene Association (AIHA) Bulk Quality Assurance Program, Laboratory ID: 9821