

City of Knoxville  
City Council Meeting  
Monday, May 21, 2018 at 6:15 PM  
Municipal Building Council Chambers

1. Call To Order

**MEMBERS PRESENT:**

Mayor Brian Hatch \_\_\_\_, Council Member Megan Suhr \_\_\_\_, Council Member Cal Stephens \_\_\_\_, Council Member James Lane \_\_\_\_, Council Member Rick Kingery \_\_\_\_, Council Member Dylan Morse \_\_\_\_.

2. Citizen/Public Comments  
Discussion

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3. Consent Agenda

3.I. Approve City Council Minutes Of May 7, 2018

Documents:

[COUNCIL MINUTES 050718.PDF](#)

3.II. Accept Water Board Minutes Of May 8, 2018

Documents:

[MAY 2018 WATER BOARD MINUTES.PDF](#)

3.III. Accept April 2018 SRO Report

Documents:

[SRO APRIL 2018.PDF](#)

4. Item Agenda

4.I. Mayoral Reading Of National EMS Week Proclamation

Documents:

[EMERGENCY MEDICAL SERVICES WEEK.PDF](#)

4.II. Mayoral Reading Of National Public Works Week Proclamation

Documents:

[PUBLIC WORKS WEEK.PDF](#)

4.III. Public Hearing - Development Agreement With 3M Company

- A. Open Hearing
- B. Filing of Affidavit of Publications - 5/10/18
- C. Written Comments or Objections
- D. Oral Comments or Objections
- E. Close Hearing

- 4.III.i. Approve Resolution Approving Development Agreement With 3M Company, Authorizing Annual Appropriation Tax Increment Payments And Pledging Certain Tax Increment Revenues To The Payment Of The Agreement

Documents:

[RES 052518 3M.PDF](#)  
[DEV AGMT 3M.PDF](#)

- 4.IV. Public Hearing - Amendment To The Knoxville 2015 Industrial Urban Renewal Area
- A. Open Hearing
  - B. Filing of Affidavit of Publications - 5/10/18
  - C. Written Comments or Objections
  - D. Oral Comments or Objections
  - E. Close Hearing

- 4.IV.i. Approve Resolution To Approve Urban Renewal Plan Amendment For The Knoxville 2015 Industrial Urban Renewal Area

Documents:

[RES 052418 URBAN RENEWAL AMENDMENT.PDF](#)  
[UR PLAN AMEND.PDF](#)

- 4.V. Public Hearing - Sanitary User Charges Increase
- A. Open Hearing
  - B. Filing of Affidavit - 5/10/18
  - C. Written Comments or Objections
  - D. Oral Comments or Objections
  - E. Close Hearing

- 4.V.i. Approve First Consideration Of An Ordinance Amending The Code Of Ordinances Of The City Of Knoxville, Iowa, 2009, By Amending Provisions Pertaining To Sanitary User Charges

Documents:

[ORDINANCE 1809 SANITARY CHARGES.PDF](#)

- 4.VI. Accept Jeffery Carlson As Reserve Officer

Documents:

[COUNCIL LETTER RESERVE OFFICER CARLSON 2018.PDF](#)

- 4.VII. Approve First Consideration, Possible Waive Second And Third Consideration And Adopt An Ordinance Amending The Code Of Ordinances Of The City Of Knoxville, Iowa By Amending Provisions Pertaining To Animal Control - Dogs

Documents:

[ORDINANCE 1808 DOG AT LARGE.PDF](#)

- 4.VIII. Approve Proposed Consulting Services With 571 Polson Developments LLC

Documents:

[VA CONSULTING 2 PROPOSAL.PDF](#)

4.IX. Approve Resolution Approving Agreement For 2018 Seal Coat Project

Documents:

[RES 052318.PDF](#)

4.X. Authorize 28E Between County Attorney & KPD

Documents:

[COUNCIL LETTER 28E WITH COUNTY ATTORNEY.PDF](#)  
[28E 915 WITH COUNTY ATTORNEY.PDF](#)

4.XI. Approve Payment Of Claims

5. Reports

- A. Mayor's Report
- B. City Manager's Report

6. Adjourn

Motion \_\_\_\_\_ Second \_\_\_\_\_  
Vote \_\_\_\_\_ Time \_\_\_\_\_

\_\_\_\_\_  
Jodi Bellon, City Clerk

# COUNCIL MINUTES

## May 7, 2018

The City Council of the City of Knoxville, Iowa convened in regular session Monday, May 7, 2018 at 6:15p.m. in the City Hall Council Chambers. Mayor Brian Hatch presided and the following Council Members were present: Megan Suhr, Cal Stephens, James Lane, Rick Kingery and Dylan Morse. Staffs present were City Manager Aaron Adams, City Clerk Jodi Bellon, Assistant City Manager Heather Ussery, Police Chief Dan Losada, Fire Chief Jim Mitchell and Water Reclamation Superintendent Pat Murphy.

Mayor Hatch asked for Citizen/Public Comments regarding items not on the agenda. Craig Kelley; 1905 W Jackson voiced his concern regarding the playground equipment that was removed from Auld Park. Dick Reed; 118 N Park Lane Dr would like to see the Youngs Park ball field named after Dennis Webb for his years of service to the city.

Motion by Kingery; second by Morse to approve the consent agenda as follows, all ayes.

1. Approve City Council Minutes of April 16, 2018
2. Approve City Council Work Session Minutes of April 16, 2018
3. Accept Library Board Minutes of April 18, 2018
4. Accept Parks and Recreation Commission Minutes of March 12, 2018
5. Accept April 2018 CSO Report
6. Approve Reappointment of Dave Garcia to the Library Board
7. Approve Class C Beer Permit for Casey's General Store #1827
8. Approve Class B Beer Permit for Comes Investments (Pizza Hut)
9. Approve Class C Beer Permit for Hy-Vee, Inc.

Mayor Hatch read and presented the proclamation for National Police Week to Chief Losada. Glen Lyons with 571 Polson Developments LLC gave an update on the VA Campus.

Motion by Morse; second by Lane to approve setting a public hearing for Monday, May 21, 2018 at 6:15 pm to approve proposed increase to the sanitary user charges; all ayes.

Motion by Suhr; second by Lane to approve resolution accepting easements for the Knoxville Community Trail Project in the City of Knoxville: all ayes.

Motion by Morse; second by Suhr to approve engineering and grant writing services from Snyder and Associates related to Hwy 14/Lincoln St not to exceed \$12,900; all ayes.

Motion by Suhr; second by Lane to approve 2017 Streets Improvement Project Change Order #2; all ayes.

Motion by Lane; second by Morse to approve 2017 Streets Improvement Project Change Order #3; all ayes.

Motion by Suhr; second by Morse to approve payment of claims; all ayes.

86039	ALADTEC, INC	ANNUAL SCHEDULING SOFTWARE	1,395.00
86040	ALLIANT ENERGY	800 S PARK LANE	6,415.59
86041	ALLIED OIL & TIRE COMPANY	DIESEL EXHAUST FLUID	21.18
86042	ATOMIC TERMITE & PEST CONTROL	MONTHLY PEST CONTROL	120.00
86043	AVNOW, INC	SAMSON AIRLINE HEADSEAT	280.99
		PLAYGROUND WOOD CHIPS AULD	
86044	B & B BEDDING	PK	16.80
86045	VANWALL EQUIPMENT	DECK WHEELS & RIMS	476.63
86046	BASSETT EXCAVATING, INC	5TH/PLEASANT REPLACE MH COVER	820.00
86047	CANON FINANCIAL SERVICES INC.	COPIER MAINTENANCE	535.59
86048	CARPET SERVICES	TERMINAL CARPET CLEANING	140.00

86049	CENTRAL IOWA DISTRIBUTING INC	PAPER TOWELS/TOILET PAPER	450.20
86050	CHAMNESS TECHNOLOGY, INC	SLUDGE HAULING/LAND APP	11,750.00
86051	BILLIE CHURCH	PROGRAM CANCELED - REFUND	28.00
86052	CINTAS	DISPOSABLE GLOVES	11.57
86053	LSQ FUNDING GROUP, L.C.	ANNUAL RENEWAL	153.00
86054	DIAMOND VOGEL PAINTS	WHITE STREET PAINT	928.20
86055	ECONO SIGNS LLC	NO PARKING SIGN	500.36
86056	ELLIOTT EQUIPMENT COMPANY	JETVAC WATER TANK	1,647.81
86057	EMPLOYEE BENEFIT SYSTEMS	SAFE-T FUND	3,897.49
86058	JOHN ENGLAND	RESCUE OVERPAYMENT	1,004.20
86059	EVINGER CONSTRUCTION	RESET MANHOLE 3RD ST PLACE	300.00
86060	EXCEL MECHANICAL CO INC	BOILER WORK	752.50
86061	FIRE RECOVERY EMS	MARCH RESCUE PAYMENTS	3,703.27
86062	GALLS INC	SHORT SLEEVED SHIRTS	593.19
86063	GRAINGER PARTS	STENCIL KIT	133.26
86064	HACH COMPANY	BUFFER	188.35
86065	HESLINGA, DIXON & HITE	LEGAL SERVICES - 502 E MAIN	952.00
86066	BRIAN HOUSER	MILEAGE REIMBURSEMENT	73.66
86067	HUBES GARAGE	REPLACE REAR BRAKES	161.10
86068	IA PARK & REC ASSOCIATION	IPRA CONFERENCE - B NEMMERS	255.00
86069	IOWA DEPT OF PUBLIC SAFETY	LINE CHARGE	1,380.00
86070	IOWA RADIO PLUS	MONTHLY INTERNET ADVERTISING	94.85
86071	IOWA WORKFORCE DEVELOPMENT	ELEVATOR INSPECTION FEE	175.00
86072	KELTEK INCORPORATED	SERVICE CALL UNIT 936	179.25
86073	KEYSTONE LABORATORIES INC	MONTHLY TESTING	1,341.00
86074	KNIA KRLS INC	MONTHLY RADIO ADVERTISING	957.60
86075	KNOXVILLE WATER WORKS	SEWER RENT COLLECTION	4,166.66
86076	LIFE FITNESS	BRAKE SHIELD - UPRIGHT BIKE	464.52
86077	LOGAN CONTRACTORS SUPPLY INC	LITHIUM KIT	1,807.13
	MARION COUNTY EMERGENCY		
86078	MGMT	IAMRESPONDING ANNUAL SUBSC	800.00
86079	MARION COUNTY HUMANE SOCIETY	MONTHLY FEE	1,110.25
86080	JARED MARSHALL	SOCCER REFUND	28.00
86081	MARTIN MARIETTA AGGREGATES	24.95 TON ROAD STONE	616.40
86082	MC CORKLE HARDWARE INC	LAWN SEED	59.00
86083	MENARDS	BATTERY CHARGER	95.38
86084	METAL CULVERTS INC	42' 12 GAL 24' L CULVERT	2,058.04
86086	MIDAMERICAN ENERGY COMPANY	1703 E PLEASANT ST	14,227.23
86087	MIDWEST OFFICE TECHNOLOGY INC	COPIER MAINTENANCE	323.40
86088	JOSEPH MITCHELL	REIMBURSEMENT-PARTS A936	24.36
86089	MOTOR INN OF KNOXVILLE	PW - OIL CHANGE	39.46
86090	CROSSROADS 5/92 NAPA	LIGHT BULB	30.98
86091	BRANDON NEMMERS	MILEAGE REIMBURSEMENT	59.16
86092	NOVA FITNESS EQUIPMENT	FLAT BENCH	392.00
86093	O'REILLY AUTOMOTIVE INC	CAR WASH	14.07
86094	OFFICE DEPOT	PAPER	178.96
86095	PETTY CASH CITY CLERK	FISH FOR CEMETERY POND	45.00
86096	PHENOVA	PH STANDARD FOR DMR-Q	102.65
86098	RACEWAY TIRE & EXHAUST	2014 IMPALA - TIRE REPAIR	14.95
86099	RACOM CORPORATION INC	TAHOE REAR RADAR	75.00

86100	RACOM CRITIAL COMMUNICATIONS	REPLACE RADIO A937	4,964.90
86101	RAMAEKER SCREEN PRINTING	SPRING SOCCER SHIRTS	617.00
86102	RECREATION SUPPLY COMPANY	REPLACEMENT STRAPS - WTR BELT	247.80
86103	ROMAR	HYDRAULIC HOSE	577.34
86104	LINDSAY ROWEN	SOCCER REFUND	28.00
86105	CHRIS ROWLAND	MEDICATION REIMBURSEMENT	4.99
86106	SADLER SIGN & DESIGN	EAST ENTRANCE SIGN	2,791.00
86107	SANDRY FIRE SUPPLY	SCBA MASK CLEANING SOLUTION	42.15
86108	SCI COMMUNICATIONS INC	PHONE SERVICE WORK	332.50
86109	SENIOR CITIZENS CENTER	WATER OVERAGE REIMBURSEMENT	91.22
86110	LACY SMITH	REIMBURSEMENT - SOCCER	28.00
86111	SNYDER & ASSOCIATES INC	YOUNGS PARK	14,590.00
86112	SOUTH CENTRAL COOP	TORDON BRUSH KILLER	33.96
86113	SOUTHEASTERN EMERGENCY EQUIP	BP CUFFS	239.46
86114	SPAHN & ROSE LUMBER	2X4 STUD	209.86
86115	TERESA STAUNER	REIMBURSEMENT - SOCCER	56.00
86116	STUYVESANT,BENTON & JUDISCH	MONTHLY RETAINER	2,000.00
86117	SUDS ENTERPRISES, LLC	20 CAR WASH COUPONS	160.00
86118	SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER SCV	389.25
86119	BILLIE TAGLAVER	8 MONTH PASS REFUND	238.00
86121	ULTRAMAX	AMMO	333.00
86122	US CELLULAR	CELLPHONES A937 & A938	570.90
86123	HEATHER USSERY	MILEAGE REIMBURSEMENT	39.96
86124	VERIZON	IN CAR COMPUTER CARDS	280.20
86125	VILLAGE CLEANERS	ALTERATIONS - ROBINSON	47.00
86126	VULCAN INDUSTRIES INC	SCREENING BAGS	353.00
86127	WELLMARK BCBS	RESCUE OVERPAYMENT	257.75
86128	WEX BANK	POLICE	5,716.40
86129	GERALD WILLIAMS	BOOT REIMBURSEMENT	50.00
86130	WPS MEDICARE PART B	RESCUE OVERPAYMENT	1,120.16
86131	ABS SANITATION	APRIL SERVICE	116.00
86132	ALLIANT ENERGY	AIRPORT GAS SERVICE	659.91
86133	DISH NETWORK	DISH SERVICE	271.66
86134	HAWKEYE EXTERMINATORS	MOUSE BAIT/MERCY ONE	37.45
86135	MC CLURE ENGINEERING CO	PRELIMINIARY RUNWAY 15/33	8,230.50
86136	MIDAMERICAN ENERGY COMPANY	AIRPORT ELECTRIC	189.72
86137	SUMMIT COMPANIES	ANNUAL FIRE EXTINGUISHER SVC	90.75
86147	ABC PEST CONTROL	PEST CONTROL	39.85
86148	ABSOLUTE SCIENCE	REACTION STATION WORKSHOP	350.00
86149	AMERICAN MARKETING AND PUBLISH	TEXTING SUBSCRIPTION	995.00
86150	AMPERAGE CREATIVE SOURCES	CREATIVE SERVICE #12	8,036.48
86151	ASSOCIATION FOR RUAL	ANNUAL CONFERENCE	390.00
86152	BAKER & TAYLOR	39 BOOKS	2,496.85
86153	CENTER POINT LARGE PRINT	WESTERN SERIES	129.12
86154	CREDIT BUREAU SERVICES OF IOWA	CREDIT SERVICES	75.56
86155	DEMCO INC	SUMMER READING PROGRAM	989.72
86156	FEH ASSOCIATES, INC.	BLUEPRINT/SPECS	20,893.31
86157	JOURNAL EXPRESS	ADVERTISING	68.00
86158	LOOKING UP PRODUCTIONS	DRUM SAFARI PROGRAM	350.00

86159	NOAH RIEMER PRODUCTIONS	MUSIC PERFORMANCE	325.00
86160	OVERDRIVE,INC	E-BOOKS & AUDIO BOOKS	779.88
86161	QUALITY SCENT	BATHROOM DEODORANT	36.00
		PAPER TOWELS/RESTROOM	
86162	QUILL CORPORATION	SUPPLIES	75.02
86163	HOLLY SHELFORD	REIMBURSEMENT - BOOKS	97.80
86164	XEROX CORPORATION	COPIER RENT	171.80
13168871	TOTAL ADMINISTRATIVE SERVICES	WATER DEPT TASC	146.14
13168872	TREASURER-STATE OF IOWA	SEWER SALES TAX	5,410.00

Mayor Hatch received a thank you card from Habitat For Humanity for the house move. Also thank you to Thrive for Spring Into Parks.

City Manager Aaron Adams stated that the \$100,000 Wellmark match grant was awarded and wanted to thank Rachel Cecil for her help on that.

Motion by Morse; second by Lane to adjourn at 7:05 pm; all ayes.

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Brian Hatch, Mayor

ATTEST:

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Jodi Bellon, City Clerk

Regular Meeting  
Knoxville Water Works  
Board of Trustees  
May 8, 2018

The Board of Trustees of the Knoxville Water Works met in a regular session at 5:30 p.m. on May 8, 2018 at the Water Works office. The meeting was called to order by Chairman Merle Vickroy, with Trustee Dwight Sommar present. Trustee Kathy Caviness was absent.

Trustee Sommar motioned and Vickroy seconded to approve the agenda as presented.

Roll Call- AYES: Vickroy, Sommar    NAYS: None    ABSENT: Caviness

A motion was made by Sommar and seconded by Vickroy to approve the Consent Agenda items as follows:

1. Approval of the minutes of the April 10, 2018 regular Board Meeting.
2. Approval of the audited claims.
3. Approval of the financial reports for April.

Summary of receipts for April-

Operating Funds = \$	145,026.96
Trust Funds =	<u>4,247.00</u>
	149,273.96

Summary of disbursements for April-

Operating Funds = \$	87,818.12
Trust Funds =	<u>1,100.00</u>
	88,918.12

Roll Call- AYES: Vickroy, Sommar    NAYS: None    ABSENT: Caviness

Chairman Vickroy announced now is the time and place for a public hearing for the 2018 132<sup>nd</sup> Pl. Water Main & Raw Main Replacement Project. Filing of affidavits was 4/26/18. Under written comments there were none. Under oral comments Secretary Bailey announced there were seven bids received with the lowest bid being 21% lower than the engineers estimate. It was the engineer's recommendation to accept the low bid. After



consideration, Trustee Sommar motioned to accept the bid submitted by Cushman Construction. Trustee Vickroy seconded.

Roll Call- AYES: Vickroy, Sommar NAYS: None ABSENT: Caviness

Resolution 2018-3 was reviewed and discussed. Trustee Sommar motioned to approve Resolution 2018-3 “RESOLUTION AMENDING THE EMPLOYEE HANDBOOK.” Trustee Vickroy seconded.

Roll Call- AYES: Vickroy, Sommar NAYS: None ABSENT: Caviness

The General Manager reported to the Board on operational and personnel issues.

Trustee Sommar made a motion to adjourn the meeting. Trustee Vickroy seconded.

Roll Call- AYES: Vickroy, Sommar NAYS: None ABSENT: Caviness

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Merle Vickroy  
Chairman

Attest:

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Brian W. Bailey  
Secretary and General Manager



# Memo

**To:** City Council  
**From:** Chief Dan Losada  
**Date:** May 21, 2018  
**Re:** April SRO Report

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In April 2018 SRO Keller worked on the following issues:

Truancy/Welfare Checks:	11
Investigations/Investigation Assists:	13
Parent Meetings/Phone Calls:	26
Juvenile Court Referrals:	4
Administration Meetings:	7
Teacher/Faculty Assists:	29
Education Programs:	0
Staff Training:	0
Safety Planning:	7
Event Supervision:	6
Information – Leads:	6
Student Mentoring:	25
Misc. Other Calls:	12
Patrol Hours:	8.5 hours

Notes: No School April 2, didn't work April 27<sup>th</sup>

## **Emergency Medical Services Week**

### **Proclamation**

WHEREAS, emergency medical services is a vital public service; and

WHEREAS, the members of emergency medical services teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

WHEREAS, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

WHEREAS, emergency medical services has grown to fill a gap by providing important, out of hospital care, including preventative medicine, follow-up care, and access to telemedicine; and

WHEREAS, the emergency medical services system consists of first responders, emergency medical technicians, paramedics, emergency medical dispatchers, firefighters, police officers, educators, administrators, pre-hospital nurses, emergency nurses, emergency physicians, trained members of the public, and other out of hospital medical care providers; and

WHEREAS, the members of emergency medical services teams, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their lifesaving skills; and

WHEREAS, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week; now

THEREFORE, I Brian Hatch, Mayor of the City of Knoxville in recognition of this event do hereby proclaim the week of May 20-26, 2018, as

### **EMERGENCY MEDICAL SERVICES WEEK**

With the theme, *EMS Strong: Stronger Together*, I encourage the community to observe this week with appropriate programs, ceremonies and activities.

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Brian Hatch, Mayor

# City of Knoxville

## PROCLAMATION OFFICE OF THE MAYOR



**WHEREAS**, public works infrastructure, facilities and services are of vital importance to sustainable communities and to the health, safety and well-being of the people of the City of Knoxville, Iowa; and

**WHEREAS**, such facilities and services could not be provided without the dedicated efforts of public works professionals, engineers, managers and employees from the State and local Government and the private sector, who are responsible for and who plan, design, build, operate, and maintain the transportation, water supply, water treatment, public buildings, structures and facilities, and who deliver solid waste services, transit, and fleet services which are essential to serve our citizens; and,

**WHEREAS**, it is in the public interest for the citizens, civic leaders and children in the United States of America to gain knowledge of and to maintain an interest and understanding of the importance of public works and public works programs in their respective communities; and

**WHEREAS**, the year 2018 marks the 58<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association.

**NOW, THEREFORE**, I, Brian Hatch, Mayor of the City of Knoxville, do hereby proclaim the week of May 20-26, 2018, as National Public Works Week; and I urge our community to join with representatives of the American Public Works Association and the Knoxville Public Works Department in activities designed to pay tribute to our public works professionals, engineers, managers and employees and to recognize the substantial contributions they have made to our national and local health, safety, welfare and quality of life.

***IN WITNESS WHEREOF***, I hereunto set my hand this 21<sup>st</sup> day of May, 2018

Signed by,

Mayor Brian Hatch

RESOLUTION 05-25-18

Resolution Approving Development Agreement with 3M Company, Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

WHEREAS, the City of Knoxville, Iowa (the “City”), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Knoxville 2015 Industrial Urban Renewal Area (the “Urban Renewal Area”); and

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

WHEREAS, a certain development agreement (the “Agreement”) between the City and 3M Company (the “Company”) has been prepared in connection with the expansion of the Company’s existing manufacturing facilities (the “Project”) located at 3406 E Pleasant Street in the Urban Renewal Area for use in its business operations; and

WHEREAS, under the Agreement, the City would provide annual appropriation tax increment payments to the Company in a total amount not exceeding \$250,000; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on May 21, 2018, and has otherwise complied with statutory requirements for the approval of the Agreement; and

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

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

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

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

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

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

(b) The Project will generate public gains and benefits, particularly in the creation of new jobs, which are warranted in comparison to the amount of the proposed property tax incentives.

Section 2. The City Council further finds that a public purpose will reasonably be accomplished by entering into the Agreement and providing the incremental property tax payments to the Company thereunder.

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

Section 4. All payments by the City under the Agreement shall be subject to annual appropriation by the City Council, in the manner set out in the Agreement. As provided and required by Chapter 403 of the Code of Iowa, the City's obligations under the Agreement shall be payable solely from a subfund (the "3M Company Subfund") which is hereby established, into which shall be paid that portion of the income and proceeds of the Urban Renewal Tax Revenue Fund attributable to property taxes derived from the property as described as follows:

Certain real property situated in the City of Knoxville, County of Marion, State of Iowa located in said City at 3406 East Pleasant Street and bearing Marion County Property Tax Identification Parcel Number 0969500200.

Section 5. The City hereby pledges to the payment of the Agreement the 3M Company Subfund and the taxes referred to in Subsection 2 of Section 403.19 of the Code of Iowa to be paid into such Subfund, provided, however, that no payment will be made under the Agreement unless and until monies from the 3M Company Subfund are appropriated for such purpose by the City Council.

Section 6. After its adoption, a copy of this resolution shall be filed in the office of the County Auditor of Marion County to evidence the continuing pledging of the 3M Company Subfund and the portion of taxes to be paid into such Subfund and, pursuant to the direction of Section 403.19 of the Code of Iowa, the County Auditor shall allocate the taxes in accordance therewith and in accordance with the tax allocation ordinance referred to in the preamble hereof.

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.  
Passed and approved May 21, 2018.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

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On motion and vote the meeting adjourned.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

## DEVELOPMENT AGREEMENT

This Agreement is entered into between the City of Knoxville, Iowa (the “City”) and 3M Company, (the “Company”) as of the \_\_\_ day of \_\_\_\_\_, 2018 (the “Commencement Date”).

WHEREAS, the City has established the Knoxville 2015 Industrial Urban Renewal Area (the “Urban Renewal Areas”), and has adopted a tax increment ordinance for the Urban Renewal Area; and

WHEREAS, the Company owns certain real property which is situated in the City and lies within the Urban Renewal Area and is more specifically described on Exhibit A hereto (the “Property”); and

WHEREAS, the Company has proposed to undertake the expansion of its manufacturing facilities (the “Project”) on the Property; and

WHEREAS, the Company has requested that the City provide financial assistance in the form of incremental property tax payments to be used by the Company in paying the costs of constructing and maintaining the Project; and

WHEREAS, the base valuation of the Property for purposes of calculating Incremental Property Tax Revenues (as hereinafter defined) under Section 403.19 of the Code of Iowa and this Agreement is \$\_\_\_\_\_ (the “Base Valuation”); and

WHEREAS, Chapter 15A of the Code of Iowa authorizes cities to provide grants, loans, guarantees, tax incentives and other financial assistance to or for the benefit of private persons;

NOW THEREFORE, the parties hereto agree as follows:

### **A. Company’s Covenants**

**1. Project Construction and Operation.** The Company agrees to construct the Project on the Property and to maintain and use the completed Project as part of its business operations throughout the Term, as hereinafter defined. Furthermore, the Company agrees to invest not less than \$\_\_\_\_\_ into capital improvements for the Project, including construction work and equipment acquisition. The Company will submit a detailed site plan (the “Site Plan”) for the development of the Property to the City for review and approval. The Site Plan will be attached hereto as Exhibit B upon approval by the City Council. The Company agrees to construct the Project in accordance with the Site Plan and to substantially complete such construction by no later than \_\_\_\_\_, 2019.

**2. Property Taxes.** The Company agrees to make timely payment of all property taxes as they come due with respect to the Property with the completed Project thereon throughout the Term, as hereinafter defined, and to submit a receipt or cancelled check in evidence of each such payment.



**3. Company's Certifications.** The Company agrees to submit documentation to the satisfaction of the City by no later than each October 15 during the Term, as hereinafter defined, commencing October 15, 2019, demonstrating that the completed Project is being used as part of the Company's business operations.

**4. Economic Development Assistance Contract.** The Company agrees that it will enter into an Economic Development Assistance Contract (the "IEDA Contract") with the Iowa Economic Development Authority (the "IEDA"). At such time that the IEDA Contract is executed, it shall be inserted as Exhibit C of this Agreement. The Company agrees to submit documentation to the satisfaction of the City no later than each October 15 during the Term, as hereinafter defined, commencing October 15, 2019, demonstrating that the Company is in compliance with the requirements of the IEDA Contract. Furthermore the Company agrees to provide written notice to the City within thirty (30) days of the receipt of any notification from IEDA that the Company has fallen out of Compliance with the requirements of the IEDA Contract.

**5. Property Tax Payment Certification.** Furthermore, the Company agrees to certify to the City by no later than October 15 of each year during the Term, as hereinafter defined, commencing October 15, 2019, an amount (the "Company's Estimate") equal the estimated Incremental Property Tax Revenues anticipated to be paid in the fiscal year immediately following such certification with respect to the taxable valuation of the Property. In submitting each such Company's Estimate, the Company will complete and submit the worksheet attached hereto as Exhibit D. The City reserves the right to review and request revisions to each such Company's Estimate to ensure the accuracy of the figures submitted. For purposes of this Agreement, Incremental Property Tax Revenues are calculated by: (1) determining the consolidated property tax levy (city, county, school, etc.) then in effect with respect to taxation of the Property; (2) subtracting (a) the debt service levies of all taxing jurisdictions, (b) the school district instructional support and physical plant and equipment levies, and (c) any other levies which may be exempted from such calculation by action of the Iowa General Assembly; (3) multiplying the resulting modified consolidated levy rate times any incremental growth in the taxable valuation of the Property, as shown on the property tax rolls of Marion County, above and beyond the Base Valuation; and (4) deducting any property tax credits which shall be available with respect to taxable incremental valuation of the Property.

Upon request, the City staff shall provide reasonable assistance to the Company in completing the worksheet required under this Section A.5.

**6. Legal and Administrative Fees.** The Company hereby agrees to cover the legal fees and administrative costs incurred by the City in connection with the drafting, negotiation and authorization of this Agreement, including the establishment of the Urban Renewal Area, up to an amount not in excess of \$4,500. The Company agrees to remit payment to the City within 30-days of the submission of reasonable documentation by the City to the Company evidencing such costs.

**7. Default Provisions.** The following shall be "Events of Default" under this Agreement, and the term "Event of Default" shall mean, whenever it is used in this Agreement (unless otherwise provided), any one or more of the following events:

- a) Failure by the Company to commence and complete construction of the Project pursuant to the terms and conditions of this Agreement.
- b) Failure by the Company to fully and timely remit payment of property taxes when due and owing.
- c) Failure by the Company to keep the completed Project in service as part of the Company's business operations on the Property throughout the Term.
- d) Failure by the Company to maintain compliance with the IEDA Contract.
- e) Failure by the Company to comply with Sections A.2, A.3, A.4 or A.5 of this Agreement.

Whenever any event of default described in this Agreement occurs, the City shall provide written notice to the Company describing the cause of the default and the steps that must be taken by the Company in order to cure the default. The Company shall have thirty (30) days after receipt of the notice to cure the default or to provide assurances satisfactory to City that the default will be cured as soon as reasonably possible. If the Company fails to cure the default or provide assurances, City shall then have the right to:

- a) Pursue any action available to it, at law or in equity, in order to enforce the terms of this Agreement.
- b) Withhold Payments provided for under Section B.1 below.

**B. City's Obligations**

**1. Payments.** In recognition of the Company's obligations set out above, the City agrees to make \_\_\_\_\_ (\_\_\_) semiannual economic development tax increment payments (the "Payments") to the Company during the Term, as hereinafter defined, pursuant to Chapters 15A and 403 of the Code of Iowa, provided however that the aggregate, total amount of the Payments shall not exceed \$250,000 (the "Maximum Payment Total"), and all Payments under this Agreement shall be subject to annual appropriation by the City Council, as provided hereunder.

The Payments shall not constitute general obligations of the City, but shall be made solely and only from Incremental Property Tax Revenues received by the City from the Marion County Treasurer attributable to the taxable valuation of the Property.

Each Payment shall not exceed an amount which represents the Incremental Property Tax Revenues available to the City with respect to the Property during the six (6) months immediately preceding each Payment date.

This Agreement assumes that a portion of the resulting new taxable valuation from the Project will go on the property tax rolls as of January 1, 2019. Accordingly, Payments will be made on December 1 and June 1 of each fiscal year, beginning December 1, 2020, and continuing through and including June 1, 20\_\_\_, or until such earlier date upon which total Payments equal to the Maximum Payment Total have been made.

**2. Annual Appropriation.** Each Payment shall be subject to annual appropriation by the City Council. Prior to December 1 of each year during the Term, as hereinafter defined, the City Council of the City shall consider in good faith the question of obligating for appropriation to the funding of the Payments due in the following fiscal year, an amount (the “Appropriated Amount”) of Incremental Property Tax Revenues to be collected in the following fiscal year equal to or less than the most recently submitted Company’s Estimate.

In any given fiscal year, if the City Council determines to not obligate the then-considered Appropriated Amount, then the City will be under no obligation to fund the Payments scheduled to become due in the following fiscal year, and the Company will have no rights whatsoever to compel the City to make such Payments or to seek damages relative thereto or to compel the funding of such Payments in future fiscal years. A determination by the City Council to not obligate funds for any particular fiscal year’s Payments shall not render this Agreement null and void, and the Company shall make the next succeeding submission of the Company’s Estimate as called for in Section A.5 above, provided however that no Payment shall be made after June 1, 20\_\_.

**3. Payment Amounts.** The aggregate Payments to be made in a fiscal year shall not exceed an amount equal to the corresponding Appropriated Amount (for example, for the Payments due on December 1, 2019 and on June 1, 2020, the aggregate maximum amount of such Payments would be determined by the Appropriated Amount determined for certification by December 1, 2018). Furthermore, the amount of each such Payment shall not exceed the amount of Incremental Property Tax Revenues (excluding allocations of “back-fill” or “make-up” payments from the State of Iowa for property tax credits or roll-back) actually received by the City from the Marion County Treasurer attributable to the taxable incremental valuation of the Property in the six months immediately preceding the extant Payment due date.

**4. Certification of Payment Obligation.** In any given fiscal year, if the City Council determines to obligate the then-considered Appropriated Amount, as set forth in Section B.2 above, then the City Clerk will certify by December 1 of each such year to the Marion County Auditor an amount equal to the most recently obligated Appropriated Amount.

**C. Administrative Provisions**

**1. Amendment and Assignment.** This Agreement may not be amended or assigned by either party without the written consent of the other party. However, the City hereby gives its permission that the Company’s rights to receive the Payments hereunder may be assigned by the Company to a private lender, as security on a credit facility taken with respect to the Project, without further action on the part of the City.

**2. Successors.** This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.

**3. Term.** The term (the “Term”) of this Agreement shall commence on the Commencement Date and end on June 1, 20\_\_ or on such earlier date upon which the aggregate sum of Payments made to the Company equals the Maximum Payment Total.

**4. Choice of Law.** This Agreement shall be deemed to be a contract made under the laws of the State of Iowa and for all purposes shall be governed by and construed in accordance with laws of the State of Iowa.

The City and the Company have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date written above.

CITY OF KNOXVILLE, IOWA

By: \_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Clerk

3M COMPANY

By: \_\_\_\_\_

**EXHIBIT A**  
**LEGAL DESCRIPTION OF THE PROPERTY**

Certain real property situated in the City of Knoxville, County of Marion, State of Iowa located in said City at 3406 East Pleasant Street and bearing Marion County property Tax Identification Parcel #0969500200.

**EXHIBIT B**  
**SITE PLAN**

**EXHIBIT C**  
**STATE AGREEMENT**

**EXHIBIT D**  
**ANNUAL TIF WORKSHEET**  
**COMPANY'S ESTIMATE**

- (1) Date of Preparation: October \_\_\_\_\_, 20\_\_\_\_.
- (2) Assessed Valuation of Property as of January 1, 20\_\_\_\_:  
\$\_\_\_\_\_.
- (3) Base Valuation of Property:  
\$\_\_\_\_\_.
- (4) Incremental Valuation of Property (2 minus 3):  
\$\_\_\_\_\_ (the "TIF Value").
- (5) Current City fiscal year consolidated property tax levy rate for purposes of calculating Incremental Property Tax Revenues (the "Adjusted Levy Rate"):  
\$\_\_\_\_\_ per thousand of value.
- (6) The TIF Value (4) factored by the Adjusted Levy Rate (5).  
\$\_\_\_\_\_ x \$\_\_\_\_\_/1000
- (7) Company's Estimate = \$\_\_\_\_\_



RESOLUTION NO.05-24-18

Resolution to Approve Urban Renewal Plan Amendment for the Knoxville 2015 Industrial Urban Renewal Area

WHEREAS, as a preliminary step to exercising the authority conferred upon Iowa cities by Chapter 403 of the Code of Iowa (the "Urban Renewal Law"), a municipality must adopt a resolution finding that one or more slums, blighted or economic development areas exist in the municipality and that the rehabilitation, conservation, redevelopment, development or a combination thereof, of such area or areas is necessary in the interest of the public health, safety or welfare of the residents of the municipality; and

WHEREAS, this City Council of the City of Knoxville, Iowa (the "City"), by prior resolution established the Knoxville 2015 Industrial Urban Renewal Area (the "Urban Renewal Area") and adopted an urban renewal plan (the "Plan") for the governance of projects and initiatives therein; and

WHEREAS, an amendment (the "Amendment") to the Plan has been prepared which authorizes the undertaking of a new urban renewal project (the "Project") in the Urban Renewal Area consisting of providing tax increment financing support to 3M Company in connection with the expansion of its existing manufacturing facilities for use in its business operations; and

WHEREAS, notice of a public hearing by the City Council on the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on May 21, 2018; and

WHEREAS, copies of the Amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Marion County and the Knoxville Community School District; the consultation meeting was held on the \_\_\_\_ day of \_\_\_\_\_, 2018; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

Section 1. The Amendment, attached hereto and made a part hereof, is hereby in all respects approved.

Section 2. It is hereby determined by this City Council as follows:

A. The Project proposed under the Amendment conforms to the general plan for the development of the City;

B. The Project proposed under the Amendment is necessary and appropriate to facilitate the proper growth and development of the City in accordance with sound planning standards and local community objectives;

C. It is not anticipated that families will be displaced as a result of the City's undertakings under the Amendment. Should such issues arise with future projects, then the City will ensure that a feasible method exists to carry out any relocations without undue hardship to the displaced and into safe, decent, affordable and sanitary housing.

Section 3. All resolutions or parts thereof in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved May 21, 2018.

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Mayor

Attest:

---

City Clerk

**(Attach copy of the urban renewal plan amendment to this resolution.)**

• • • •

Upon motion and vote, the meeting adjourned.

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Mayor

Attest:

---

City Clerk

CITY OF KNOXVILLE, IOWA  
URBAN RENEWAL PLAN AMENDMENT  
KNOXVILLE 2015 INDUSTRIAL URBAN RENEWAL AREA

May, 2018

The Urban Renewal Plan (the “Plan”) for the Knoxville 2015 Industrial Urban Renewal Area (the “Urban Renewal Area”) is being amended for the purpose of identifying a new urban renewal project to be undertaken therein.

**1) Identification of Project.** By virtue of this amendment, the list of authorized urban renewal projects in the Plan is hereby amended to include the following project description:

**Name of Project:** 3M Company Expansion Project

**Name of Urban Renewal Area:** Knoxville 2015 Industrial Urban Renewal Area

**Date of Council Approval of the Project:** May 21, 2018

**Description of the Project and Project Location:** 3M Company (the “Company”) has proposed to undertake the expansion of its existing manufacturing facilities (the “Project”) for use in its business operations on certain real property (the “Property”) situated at 3406 East Pleasant Street in the Urban Renewal Area.

It has been requested that the City provide tax increment financing assistance to the Company in support of the efforts to complete, operate and maintain the Project.

The costs incurred by the City in providing tax increment financing assistance to the Company will include legal and administrative fees (the “Admin Fees”) in the estimated amount of \$8,000.

**Description of Public Infrastructure to be Constructed:** It is not expected that the City will install public infrastructure improvements in connection with the Project.

**Description of Properties to be Acquired by the City:** It is not anticipated that the City will acquire real property in connection with the Project.

**Description of Use of TIF for the Project:** The City intends to enter into a Development Agreement with the Company with respect to the development and use of the Project and to provide annual appropriation economic development payments (the “Payments”) to the Company thereunder. The Payments will be funded with incremental property tax revenues to be derived from the Property. It is anticipated that the City’s total commitment of incremental property tax revenues with respect to the Project will not exceed \$250,000, plus the Admin Fees.

**2) Required Financial Information.** The following information is provided in accordance with the requirements of Section 403.17 of the Code of Iowa:

Constitutional debt limit of the City: \$16,417,910

Outstanding general obligation debt of the City: \$

Proposed debt to be incurred under this  
May, 2018 Amendment\*: \$258,000

\*It is anticipated that some or all of the debt incurred hereunder will be subject to annual appropriation by the City Council.

ORDINANCE NO. 18-09

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE  
CITY OF KNOXVILLE, IOWA, 2009, BY AMENDING PROVISIONS  
PERTAINING TO SANITARY USER CHARGES

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

SECTION 1. The User Charge (per 1,000 gallons) set out in Title 4, Chapter 2, Section 4(B) for the period beginning July 1, 2018 and ending on June 30, 2019 is amended to \$6.91 per 1,000 gallons for the User Charge and \$22.44 for the Base Charge until further amendments. All other parts of this subsection shall remain in full force and effect.

SECTION 2. SEVERABILITY CLAUSE. If any section, provision or part of this Ordinance shall be adjudged to be invalid or unconstitutional, such adjudication shall not affect the validity of the Ordinance as a whole or any section, provision or part thereof not adjudicated invalid or unconstitutional.

SECTION 3. WHEN EFFECTIVE. This Ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

PASSED by the City Council this \_\_\_\_\_ day of \_\_\_\_\_, 2018, and  
APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

\_\_\_\_\_  
Brian J. Hatch, MAYOR

\_\_\_\_\_  
Jodi Bellon, CITY CLERK

**COUNCIL LETTER**  
**City of Knoxville**  
**May 21, 2018**

**Agenda Item:** Accept Jeffery Carlson as a reserve police officer.

**Background:** Jeffery Carlson applied to and was accepted by the Knoxville Police Department Reserves. Jeffery Carlson is a 2006 graduate of Pella High School and attended Indian Hills.

**Policy Question:** Should the City Council accept Jeffery Carlson as a Reserve Police Officer.

**Budget Impact:** negligible

**Recommendation:** The Police Chief recommends Jeffery Carlson be accepted as a Reserve Police Officer.

**Supporting Document:** none

ORDINANCE NO. 18-08

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE  
CITY OF KNOXVILLE, IOWA, BY AMENDING PROVISIONS  
PERTAINING TO ANIMAL CONTROL - DOGS

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

SECTION 1. Title 6, Chapter 4A, Section 3 is amended by adding a second paragraph which is hereby adopted to read as follows:

6-4A-3:

If there is no currently appointed animal control officer, the chief of police may designate a person/or persons to fulfill these duties.

SECTION 2. Title 6, Chapter 4A, Section 4 of the Code of Ordinances of the City of Knoxville, Iowa, is repealed and the following adopted in lieu thereof:

6-4A-4:           RELEASE OF IMPOUNDED DOG: If, within seven (7) days after the impounding of a captured dog the reclamation fee and all expenses associated with impounding the dog have been paid by the owner to the police department during police department business hours the dog shall be released to its owner, otherwise the animal control officer shall cause such dog to be properly disposed of. No animal over six (6) months of age will be released from impound prior to providing current proof of rabies vaccination.

SECTION 3. Title 6, Chapter 4A, Section 5 of the Code of Ordinances of the City of Knoxville, Iowa, is repealed and the following adopted in lieu thereof:

6-4A-5:           REMOVAL FROM POUND: Any person who shall, without the consent of the Knoxville Police Department and the Humane Society, take or remove any dog from said pound, shall be guilty of a misdemeanor.

SECTION 4. Title 6, Chapter 4A, Section 8 of the Code of Ordinances of the City of Knoxville, Iowa, is amended by removing the wording 'City clerk of the City of Knoxville, Iowa.' and adding the words 'Knoxville Police Department.

SECTION 5. Severability Clause. If any section, provision or part of this ordinance shall be held unconstitutional or invalid, 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 6. When Effective. This ordinance shall be in full force and effect from and after its final passage, approval and publication as provided by law.

Passed by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2018, and approved this \_\_\_\_ day of \_\_\_\_\_, 2018.

ATTEST:

\_\_\_\_\_  
Brian J. Hatch, MAYOR

\_\_\_\_\_  
Jodi Bellon, CITY CLERK

## ***Knoxville VA Hospital Disposition: Supporting the City of Knoxville***

***Proposed Consulting Services – 571 Polson Developments LLC  
May 15, 2018***

### **Background**

The GSA has assumed control of the former VA Hospital and has begun the disposition process. On April 30, 2018, the GSA hired an appraiser to prepare estimates of market value and to propose an approach to parcelization of the properties for public conveyance and sale. The appraiser's report is due by the end of June. While the actual report will not be made available to the City of Knoxville, many of its conclusions will become apparent in subsequent discussions between the two parties.

In February 2018, the City of Knoxville (The Client) hired 571 Polson Developments LLC (The Consultant) to assist in their work with the GSA. The initial work focused on two activities:

- A scoping exercise, in which the state of the former VA Campus and lands was examined in terms of disposition opportunities and challenges; and
- An initial communications effort, in which discussions with GSA Staff, local authorities with an interest in the disposition process, and state and federal legislators were initiated. The Consultant played the lead role in the scoping exercise and a supporting role in the communications effort.

### **Next Steps in the Disposition Process**

Following the completion of the appraisal and parcelization study at the end of June, the GSA will formulate a disposition strategy and begin that process. Any removal of improvements or remedial action to be taken should have been initiated. The GSA will then begin to consider requests for public conveyance or negotiated sale to interested public or non-profit agencies. Sale of the remaining parcels will then be offered to the public.

For the City of Knoxville, the next steps in the disposition process involve discussions:

- Between the City and the GSA's appraisal regarding salient issues affecting valuation and parcelization prior to the completion of the appraisal;



- Between the City and the legislators regarding major City concerns about opportunities (e.g. public conveyance and negotiated sale) and challenges (e.g. the condition of buildings and infrastructure as impediments to disposition and reuse);
- With the GSA regarding parcelization, disposition, valuation, and impediments to reuse following the completion of the appraisal;
- With other local authorities regarding public conveyance or negotiated sale of select parcels; and
- With local private and nonprofit organizations interested in acquiring select parcels.

The City's goals in this process should be to:

- Encourage, through the exchange of information, utilization of the best parcelization options in the disposition process (i.e. one that facilitates the expedient transfer of land and buildings from the federal government to public agencies and private investors);
- Encourage, through the proper exchange of information, estimates of value used in the disposition process which are reflective of existing market conditions in Knoxville and the unique circumstances associated with reuse the former VA Hospital parcels; and
- Identify impediments to be overcome in the disposition process and, where appropriate call for remediation prior to disposition.

## The Assignment

The Consultant will work with the Client to represent the interests of the City of Knoxville in the disposition process, assisting in discussions with:

- The GSA and its consultants (e.g. the appraiser);
- State and Federal legislators and their staff;
- Local public agencies with an interest in the proper disposition and reuse of the properties;
- Local public and nonprofit agencies interested in acquiring land or buildings through conveyance or negotiated sale;
- Private or nonprofit organizations interested in acquiring land or building through the public sale process.

The Consultants role will be supportive and will primarily occur at the request of the Client. Should issues requiring additional Consultant investigation occur, these too will occur at the Client's request.

## The Consulting Team

Glenn Lyons will be the primary consultant; he will be assisted by Marilyn Arber. Both are principals of 571 Polson Developments. A summary of their professional background and experience were included in the previous VA proposal and are available on request. Additional information is also available on the website: [571polson.com](http://571polson.com).

## Proposed Budget

The proposed budget is based upon an hourly rate of \$150/hour for Glenn Lyons and \$100/hour for Marilyn Arber.

The proposed budget is fixed fee, but is based upon the following allocations:

Lyons	30 hours	@\$150/hour	\$4,500
Arber	<u>5 hours</u>	@\$100/hour	<u>\$ 500</u>
Total	<b>35 hours</b>		<b>\$5,000</b>

No disbursements will be charged.

It is proposed that the contract be managed as a retainer agreement, in which the fees will be paid at the beginning of the contract. The consultant will then submit monthly statements describing the work undertaken that month and the budget expended to date.

Payment terms would be Net 30 following City approval of the proposal.

## Proposed Schedule

The level of Consultant involvement and the associated timing is largely dependent

- Upon the GSA's disposition process;
- Issues arising during that process;
- and the City's need for consulting support therein.

Monthly activity levels, however, are expected to be much lower than the previous scoping contract, which was research-focused.

Consultant activity levels should be low in the remainder of May and in June but would likely increase during the Summer and Fall as the disposition process proceeds.

## Conclusion

If you accept this proposal, please sign below on the acceptance line and return a signed copy to me. If you have any questions or concerns, please contact me at [glenn@571polson.com](mailto:glenn@571polson.com) or 515-782-1723.

Thank you for the opportunity to continue working with you on this significant project in Knoxville.

Sincerely

A handwritten signature in blue ink, appearing to read 'Glenn F. Lyons', with a long horizontal flourish extending to the right.

Glenn F. Lyons MCIP, Principal  
571 Polson Developments LLC

On Behalf of the City of Knoxville, Iowa, I accept the terms of the Proposal.

---

Aaron Adams, City Manager

---

Date

MARION COUNTY SUPERVISORS RESOLUTION NO. 2018-32  
CITY OF KNOXVILLE RESOLUTION NO. 05-23-18

AGREEMENT FOR  
2018 SEAL COAT Project

WHEREAS; both the County and City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS; Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS; it is proposed, that the County plan, design, advertise for bidding, administer and inspect a construction project to seal coat various roads throughout Marion County, including 118<sup>th</sup> Ave. portions of which are partially or completely within the City of Knoxville corporate limits, and

WHEREAS; the City Council and the County Board of Supervisors have informed themselves as to the proposed improvement.

IT IS NOW AGREED, that the City of KNOXVILLE, Iowa and Marion County, Iowa enter into an agreement pursuant of Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed roadway construction project and, said cooperative actions include the following:

1. DEFINITIONS. When used in this Agreement, unless otherwise required by the context:
  - a. "CITY" means the City of KNOXVILLE, Iowa, a municipal corporation located in the County of Marion, State of Iowa.
  - b. "COUNTY" means Marion County, Iowa, a political subdivision of the State of Iowa.
  - c. "PROJECT" means seal coating and associated work on various roads throughout Marion County, including 118<sup>th</sup> Ave. portions of which are partially or completely within the City of Knoxville corporate limits
  - d. "PLANS" means the construction drawings and specifications to be prepared by COUNTY for CITY and approved by CITY and COUNTY.
  - e. "ADMINISTRATOR" means the Marion County Engineer.
  - f. "AGREEMENT" means this instrument in its entirety and the PLANS which shall constitute an integral part hereof.
  
2. DURATION. This agreement shall take effect from the date of its execution by both CITY and COUNTY and shall thereafter continue in full force and effect for such time as shall be necessary to fully accomplish its stated purposes and until it is terminated in accordance with its terms.

3. NO SEPARATE ENTITY. The agreement does not create a separate legal or administrative entity.
4. PURPOSE. The purpose of the Agreement is to provide for the joint and cooperative construction of the PROJECT.
5. CONSTRUCTION BIDS. After the plans have been approved by CITY and COUNTY, COUNTY shall arrange for bids for construction of the PROJECT which will be let locally. Thereafter, and prior to the awarding of any contract for construction of the PROJECT, COUNTY shall submit to CITY for review, copies of all bids received along with COUNTY'S recommendations concerning the award of contracts for construction of the PROJECT.
6. AWARD OF CONTRACT. After CITY has reviewed COUNTY'S recommendations concerning the award of contracts for the construction of the PROJECT, COUNTY, may enter into contracts for the construction of the PROJECT. CITY will not be a party to the construction contracts.
7. SUPERVISION OF CONSTRUCTION. The ADMINISTRATOR shall have general supervisory authority over the PROJECT. CITY'S engineer may inspect the PROJECT from time to time at his discretion for purposes of verifying compliance with this agreement.
8. ACCEPTANCE OF CONSTRUCTION. After construction of the PROJECT has been completed in an acceptable manner and so certified by the ADMINISTRATOR and approved by COUNTY, CITY shall formally accept the work performed under the construction contracts.
9. PAYMENT OF PROJECT COSTS. All costs of the PROJECT initially shall be paid by the COUNTY from its funds. Within ninety days after COUNTY'S formal acceptance of the completed PROJECT and COUNTY'S final payment to contractors, CITY shall pay to COUNTY a one-time sum of an amount detail in Exhibit A, including CITY share of applicable scope changes as described in Attachment A. Check shall be made out to the Marion County Treasurer. Any amounts owed by the CITY to the COUNTY not paid within ninety days after COUNTY'S final payment to contractors shall begin accruing interest at a rate of 2%. The CITY shall repay attorney fees and costs incurred by the COUNTY in obtaining payment from the CITY under this agreement.
10. TIMETABLE. COUNTY and CITY shall each proceed with reasonable diligence in the performance of all actions required by them, respectively, under this agreement.
11. TERMINATION. Upon completion of the PROJECT and performance of all actions required by COUNTY and CITY by this Agreement as acknowledged by resolution adopted, respectively, by the Board of Supervisors of COUNTY and the Council of CITY, the CITY shall accept jurisdiction and control of the segment of roadway that is within the corporate limits of the CITY. This agreement shall become effective upon acceptance of all parties and shall remain in effect until terminated by one or all of the parties. Either party may terminate this agreement by sending written notice of termination, specifying the reason for termination, at least sixty days prior to the effective date of termination. Notice shall be sent to the governing body of the other party and its principal place of doing business by registered mail.
12. MULTIPLE COPIES. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument.

13. EXECUTION OF AGREEMENT. The parties shall approve the agreement by resolution of their respective Board or Council, which shall authorize the execution of the agreement.

It will then be filed in the office of the Iowa Secretary of State and Recorder of Marion County, in accordance with Chapter 28E of the Code of Iowa, and shall be recorded in the Marion County Recorder's Office and shall remain in effect unless terminated as provided herein.

The termination of this agreement shall not relieve any party to this agreement of any obligations or liability arising during the terms of the agreement. This is the entire agreement between the parties and it may be amended only upon the agreement of all parties and only in writing. The laws of this State of Iowa apply to this agreement.

PURSUANT TO authority contained in Chapter 28E of the Code of Iowa and by virtue of a resolution adopted by its Board of Supervisors, COUNTY has caused this Agreement to be executed on its behalf on this 8 day of May, 2018.

Moved by: Steve McConchs  
Seconded by: Craig Ryan  
Voting aye: All  
Voting nay: —  
Absent: —  
Not voting: —

MARION COUNTY, IOWA

(SEAL)

By [Signature]  
Mark Raymie, Chair  
Board of Supervisors

ATTEST

By [Signature]  
Jake Grandia, County Auditor

PURSUANT TO authority contained in Chapter 28E of the Code of Iowa and by virtue of a resolution adopted by its Council, CITY has caused this Agreement to be executed on its behalf on this \_\_\_ day of \_\_\_\_\_, 2018.

CITY OF KNOXVILLE, IOWA

(SEAL)

By \_\_\_\_\_  
Mayor

ATTEST

By \_\_\_\_\_  
City Clerk

STATE OF IOWA, MARION COUNTY, SS:

On the 8 day of May, 2018, before me, the undersigned, a notary public in and for said state, personally appeared Mark Raymie and Jake Grandia to me personally known, and who, being by me duly sworn, did say that they are the Chair of the Board of Supervisors and County Auditor, respectively, of the County of Marion, State of Iowa; that the seal affixed to the foregoing instrument is the corporate seal of Marion County Iowa; and that the foregoing instrument was signed and sealed on behalf of Marion County, Iowa, by authority of its Board of Supervisors, as contained in Resolution adopted by the Board of Supervisors on the 8 day of May, 2018, and that the said Mark Raymie and Jake Grandia acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of Marion County, Iowa.

  
Notary Public

STATE OF IOWA, MARION COUNTY, SS:

On the \_\_\_\_\_ day of \_\_\_\_\_, 2018, before me, the undersigned, a notary public in and for said state, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of KNOXVILLE, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of said municipal corporation; that the said instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council, as contained in Resolution adopted by the City Council on the \_\_\_\_\_ day of \_\_\_\_\_, 2018, and that the said \_\_\_\_\_ and \_\_\_\_\_ acknowledged the execution of said instrument to be their voluntary act and deed and the voluntary act and deed of said municipal corporation.

\_\_\_\_\_  
Notary Public

EXHIBIT A

The purpose of this agreement is to specify the responsibility for local share of the 2018 Seal Coat Project.

The total construction cost for the 2018 Seal Coat project is estimated at \$390,782.62. The funding is anticipated to be as follows:

Marion County	\$378,050.12 est.
City of KNOXVILLE	\$12,732.50 est.

Any changes in scope increasing costs shall be approved by Marion County and the City of KNOXVILLE.

Additional costs for scope changes outside of City Limits shall be distributed as follows; Marion County responsible for 100% of the additional cost.

Should the City request a scope change within the City Limits; that jurisdiction shall be responsible for 100% of the cost associated with the scope change.

Work associated within the 50%/50% portion of the project, where corporate limits are centered on the road, each respective entity will pay an equal (50%) portion of the scope change as mutually agreed upon prior to performance of work.



**COUNCIL LETTER**  
**City of Knoxville**  
**May 21, 2018**

**Agenda Item:** Authorize Police Chief to sign a 28E with the Marion County Attorney and other Marion County Law enforcement agencies.

**Background:** The County Attorney discovered a law that requires the County Attorney to create a 28E agreement and a task force to encourage a dialog between law enforcement, the County Attorney, and DHS. Attached you will find a 28E to meet that requirement. The proposed 28E has been reviewed by the City Attorney.

**Policy Question:** Should the City Council authorize the Police Chief to sign a 28E with the County Attorney?

**Budget Impact:** There should be no budget impact.

**Recommendation:** The Police Chief recommends approval of this request.

**Supporting Document:** Copy of 28E.

MARION COUNTY CHILD WELFARE TASK FORCE  
MULTI-JURISIDICTIONAL 28E AGREEMENT

This agreement is entered into by the undersigned agencies for the purpose of creating a multi-jurisdictional Task Force. The purpose of this Task Force will be to satisfy Iowa Code Section 915.35(4). It is found to recognition of the fact that the jurisdiction and authority is limited, and that the implementation of this agreement would greatly benefit the people of the Jurisdictions which these agencies now serve. The name of this Task Force will be the Marion County Child Welfare Task Force, hereafter referred to as MCCWTF.

THE AGENCIES INVOLVED IN MCCWTF ARE:

MARION COUNTY ATTORNEY'S OFFICE

KNOXVILLE POLICE DEPARTMENT

PELLA POLICE DEPARTMENT

MARION COUNTY SHERIFF'S OFFICE

PLEASANTVILLE POLICE DEPARTMENT

MELCHER DALLAS POLICE DEPARTMENT

IOWA DEPARTMENT OF HUMAN SERVICES

The above agencies enter into this agreement by the authority of Iowa Code 28E. This agreement shall not be construed as creating a unified law enforcement district as defined in 28E.21 et seq., Iowa Code. However under the general provisions of Chapter 28E, Iowa Code, the parties agree as follows, and notes that this is the entire agreement:

MCCWTF Purposes:

- A. The duration of this agreement shall be perpetual; provided however, that any agency which is a party to this agreement may withdraw upon 30 days written notice to all parties; and provided further that the agreement may be cancelled by a vote of the majority of agencies which are members. It is agreed that any agency will be responsible for any obligations incurred prior to withdrawal.
- B. The precise organization, composition and nature of the separate legal or administrative entity created hereby is an unincorporated association. All persons working with MCCWTF shall continue to be employees of their respective agencies.
- C. The purpose of this organization shall be to share information, and to comply with Iowa Code Section 915.35(4).
- D. The powers delegated to the entity are:
  - a. MCCWTF shall have the authority to own equipment and other personal property for the joint use of its members.

- b. All law enforcement officers employed by any agency which is a member of MCCWTF shall be hereby authorized to make arrests, conduct investigations, and otherwise carry out all law enforcement functions within the jurisdiction of any other department or agency which is a member of MCCWTF.
    - c. The purposes for which MCCWTF is formed are set forth in the preamble above.
  - I. Organization
    - A. The structure of the MCCWTF will be established by bylaws voted on by the agencies. Each agency shall have one vote, with a majority needed for passage. A quorum shall be accomplished by a majority of agencies present at the time of a vote.
    - B. In accordance with Iowa Code 915.35(4), the Marion County Attorney or his or her designee will serve as director of the MCCWTF.
  - II. MCCWTF Members
    - a. Each law enforcement agency participating in MCCWTF will assign a full-time peace officer to be a member;
    - b. The Department of Human Services shall designate an employee to be a member;
    - c. The Marion County Attorney or his or her designee shall serve as the Director of MCCWTF but shall not have voting rights.
    - d. All members will maintain compliance with their respective agency's policies and procedures, as well as policies and procedures set up by MCCWTF.
  - III. Financial/Liability

All members assigned to the Task Force shall remain employees of their individual agencies and the personnel policies of their respective agency shall continue to govern the terms and conditions of employment. Each agency will agree to supply necessary equipment items, including vehicles, and to compensate their officers and employees for personal services rendered in the support of any MCCWTF assignment. Any misconduct or violation of any MCCWTF policies/procedures shall be directed to the Director. The Director will contact the agency which employs the member in question and that agency will handle any violation/discipline. In the event that the Director is in violation of MCCWTF the Marion County Sheriff shall notify the Marion County Board of Supervisors.

#### IV. Amendments

This agreement may be amended at any time by any of the participating agencies. Amendments to this agreement shall be effective only upon ratification by appropriate resolution of the governing body of each agency.

This agreement may be canceled at any time by a majority vote by the participating agencies.

Director: \_\_\_\_\_

THIS 28E AGREEMENT TO FORM THE MARION COUNTY CHILD WELFARE TASK FORCE SHALL BECOME EFFECTIVE WHEN SUBSCRIBED BY AT LEAST TWO OR MORE OF THE BELOW AGENCIES. THE UNDERSIGNED AGENCIES AGREE TO THE TERMS, CONDITIONS, AND OBLIGATIONS SET FORTH IN THIS AGREEMENT.