



MARION COUNTY encourages all citizens of the county to attend Board of Supervisors' meetings. Board of Supervisors' chambers are handicapped accessible a county staff members are available to provide assistance if needed. If you are hearing impaired, vision impaired, or a person with limited English proficiency and require an interpreter or reader, please contact us by noon on the business day prior to scheduled meetings to arrange for assistance (641 828-2231). TTY telephone service is available for the hearing impaired through Relay Iowa (800-735-2942). For questions about ADA compliance or related issues, contact Steve Edwards (641-828-2213 or 641-891-8225).

***PLEASE TURN OFF ALL CELL PHONES & BEEPERS IN THE
BOARDROOM***

The following information is available for participating in the meeting electronically.

Please see instruction below:

- All participants will be muted upon entering the meeting.
- Participants are asked to use the chat feature to let the meeting controller know that they would like to address the Board, either during the open comments segment or if attending the meeting to address the Board for a specific agenda item.

Marion County is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us06web.zoom.us/j/85716092553?pwd=em1LZE80YVFoMXdZR3B3Wk9EckJaQT09>

Meeting ID: 857 1609 2553

Passcode: 528108

MARION COUNTY BOARD OF SUPERVISORS REGULAR AGENDA

3014 E Main St, Knoxville, Iowa

September 13, 2022 9:00 A.M.

I. **CALL TO ORDER AND ROLL CALL**

Kisha Jahner_____ Mark Raymie_____ Steve McCombs_____

II. AGENDA –

1. September 13, 2022 Regular Session agenda.

III. COMMUNICATIONS

IV. **PUBLIC COMMENTS:** This is the portion of our agenda during which we hear any public comment about any item **NOT** on the agenda below. If you are here to be heard on an agenda item, please wait for that item's discussion portion of the agenda to make your comment about the item. Thank you.

V. **CONSENT AGENDA** (All items listed under the consent agenda will be enacted by one motion.)

1. Marion County Claims through 9/13/2022.
2. Marion County Board of Supervisor Regular Session Minutes: 8/23/2022
3. Marion County employee salary adjustments. Complete list available in the Human Resource Office.

VI. BUSINESS –

1. Discussion/action: Zoning – Site Plan Approval

- Des Moines Skydivers – Parcel 06455-001-00 (Landowners: Danny & Larissa Van Donselaar)

BOARD OF SUPERVISORS AGENDA ITEM

Board Meeting Date:

09/13/2022

Submittal Date:

08/31/2022

Originating Department:

Zoning Department

Suggested Agenda Title:

Petition 893 - The Des Moines Skydivers are requesting a site plan review for the proposed private club located on Parcel 0645500100 which is being leased from the owners Danny and Larissa Van Donselaar with a 20 year lease in place. The property is zoned M-1; Light Industrial. The property lies directly west of the Knoxville Airport runway. Private clubs are allowed in M-1 zoning as defined by 55.27 (2) bulk regulations. The proposed private club will consist of a 50' x 50' private club house with shower and bathroom facilities with septic facilities. +

Description of Agenda Item:

Parcel 0645500100 - legal being: The part of the SE1/4 of the SW1/4 of 13-75-20 of the 5th P.M. lying West of the following described line: Beginning at a point on the North line of said 1/4 1/4 990 feet West of the Northeast corner thereof, thence South 24 degrees 42'12" East to a point on the South line of said 1/4 1/4 420 West of the Southeast corner thereof and there terminating. The parcel consist of 17.22 net acres. The proposed site being leased is 3 acres in the southeast corner of the parcel.

The use request is unique with the intermixed club house and camping in the M-1 Zoning District for private club members only. Given the location to the airport portable campers area better option than permanent structures that may need to be removed in the future with possible expansion of the airport. The private club is also including camp spots are allowed as customary accessory use and structure incidental to permitted principal uses as defined in 55.27 (5)(a). +

Comments on Agenda Item:

At the current time no waste dumping station will be installed. The group does have a contract with a septic pumper to come monthly for the campers that remain onsite all season.

Water and electric will be installed in 2023.

Marion County has on file a letter from the Knoxville Airport Commission in support of the project and state it will have no impact at this time to the airport. The Skydivers have been provided a copy of Chapter 62 Knoxville Airport Height Regulations.

The property line is 380' from the edge of the runway.

The clubhouse is roughly 500' from the end of the runway.

Two directional signs will be included on the site. Both signs shown will be on Interiors roads.

The only proposed lighting will be on the proposed club house.

A dumpster will be on site at the north end of the lease area.

The only grading on the site is shown on the site plan in red for the turn around area.

Parking requirements are not defined in the Marion County Zoning Chapter for campgrounds. They are proposing parking at each camp site.

2 ADA parking will go in on the east side of the clubhouse.

Additional Documents Attached:

☒ Yes

☐ No

Number of BOS Signed Documents Requested to be Returned to Dept.:

no

"Non-County" Guests Attending Meeting Regarding Agenda Item:

☒ Yes

☐ No

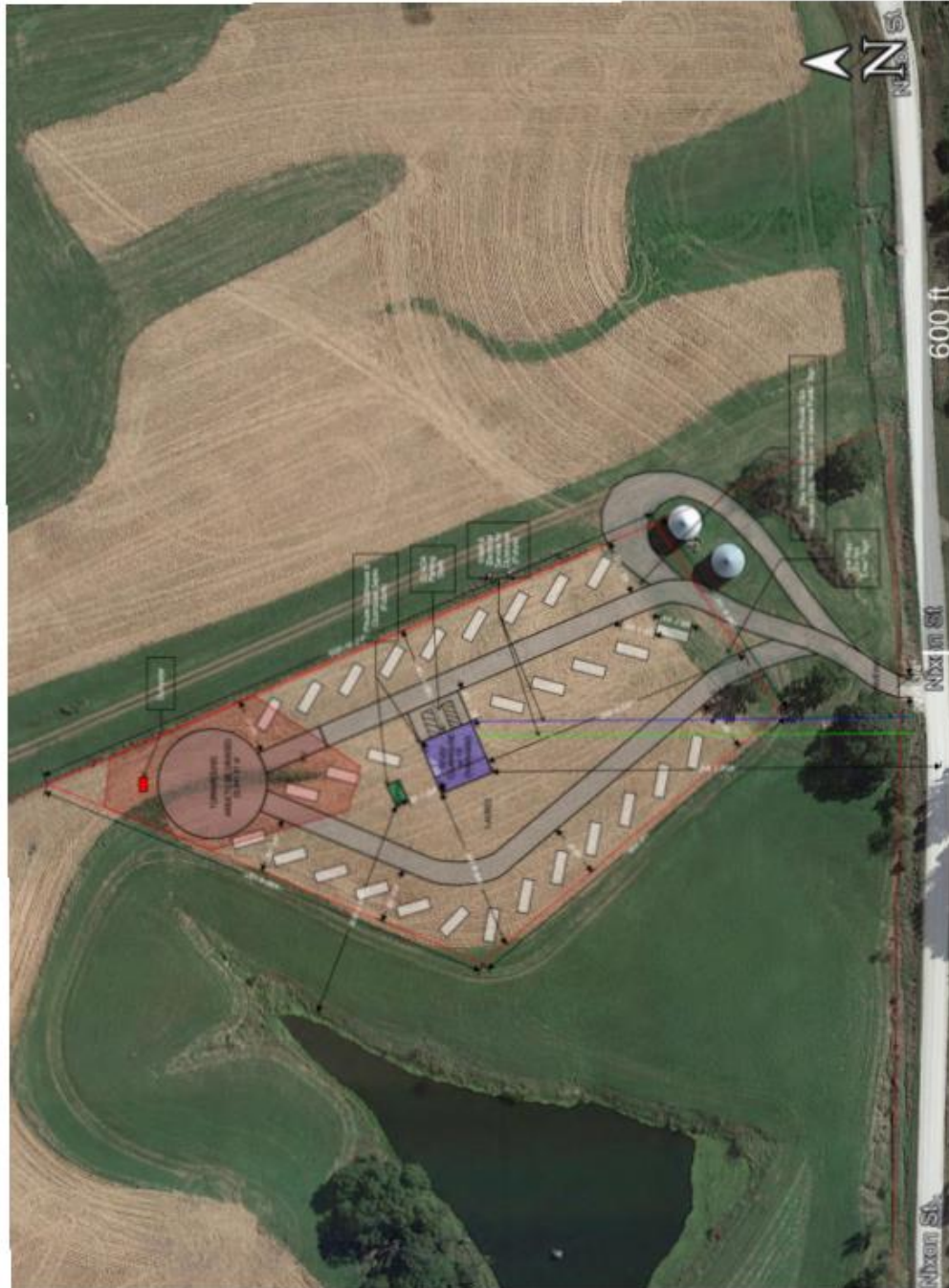
Project Map



Vicinity Map



Site Plan



Des Moines Skydivers PO Box 5056, Des Moines, IA 50305		
Description		Comments
A. Application		
1. Site Plan Filing Fee Paid		yes
2. For initial review, provide 1 digital or 3 paper copies of site plan		
3. For Zoning Commission consideration, provide 10 paper copies.		
B. Prior Approvals		
1. Property platted per requirements of subdivision ordinance?	No subdivision required	
If not platted, have Preliminary & Final Plat been submitted?		
2. Is a Special Use Permit prior to Zoning Commission review?	No SUP required in the M-1 zoning; accessory use	
3. Are any variances required prior to Zoning Commission review?	none	
4. Is it property owners responsibility to obtain all applicable permits	yes	
C. Narrative Information		
1. Name of development (unique & descriptive)	Des Moines Skydivers LLC	
2. Name, Address, Telephone & email address of applicant & owner	DM Skydivers LLC, PO Box 5056, Des Moines, IA 50305	
3. Name, Address, Telephone & email address of Site Plan Preparer	DM Skydivers LLC, PO Box 5056, Des Moines, IA 50305	
4. Address of Site	1233 Nixon St., Knoxville, IA 50138	
5. Legal Description of Site, including area of property	SE 1/4 Sec 990' W NE Cor SE to PT 420' W of SE	
6. Current Zoning Classification(s) of Site	M-1: Light Industrial	
7. Proposed principal permitted use of site and accessory uses, if any	Civil private club with accessory camping	
8. If use is permitted only "with restrictions", list restrictions on site plan		
11. For each building on site, including existing bldgs:		
a. Total floor area, including number of stories if more than one	50' x 50' building with 15' overhang	
b. Number and types of dwelling units, if applicable	up to 30 camp spots	
12. Parking spaces on site		
a. Calculations for required parking spaces based on use(s)	there will be at least one spot per camper for parking	
b. Number of parking spaces provided on site, including ADA stalls	2 ADA parking spots with at the club house	
13. Notes		
a. General notes, grading notes, miscellaneous notes	there will be minimal grading	
D. Illustrations		
1. Vicinity sketch: site location		
2. Survey:		
a. Existing contours at 5' intervals maximum	no survey required	
b. Property boundary lines (bearings and distances)	none	
c. Dimensioned easements and right-of-way	3 acre lease site shown but not surveyed	
d. Existing features: trees, structures, drainage ways, etc.		
3. Building(s):		
Show setbacks: Front, Rear & Side yards	409' front, 100' side A, 148' side B, 250' rear	
Building elevations, if available	n/a	
4. Grading Plan:		
Proposed contours	none	
Finished Floor Elevation of structures		
NPOES permit and SWPPP are property owners responsibility		
5. Stormwater Management Plan: (Certified)		
Drainage Report: drainage areas and runoff calculations	none	
Detention: pond, 100-hr HRL, orifice labeled, restrictors, freeboard		
Private Easement for detention pond & Drainage Channels		
6. Utilities: Existing & Proposed		
location, size, slope & capacity of existing public utilities	water & electric in 2023 - future septic shown	
Construction drawings for proposed public improvements, if any		
Rin and invert elevations for sanitary & storm sewers	none	
Proposed pipe size, materials, slope(sewers), cover(water)	n/a	
Demonstrate fire hydrant coverage, if required	n/a	
Indicate Franchise utilities: Electrical, telephone, cable, etc.	Midamerican Energy, Marlon County Rural Water	
7. Traffic & Circulation:		
Existing & Proposed pavements, including turn lanes if needed	none	
Traffic pattern works, including emergency vehicles	shown	
Traffic Study, if required	n/a	
Materials & thickness, including curb	n/a	
Parking stalls, aisles, radii - dimensioned	1 parking per camper	
Access location	shown and location approved by County Engineer	
sidewalks shown and labeled	none defined	
8. Misc Site Features:		
Existing Trees & Shrubs	shown on map	
Proposed Trees, Shrubs and plantings	none shown	
Fences: location, height, materials, gate locations	entrance gates	
Retaining walls: location, height, detail if over 36" in height	none planned	
Indicate all outdoor storage areas	none	
Trash Enclosure: location, height and type	shown on map	
Site Lighting: parking lot, building, security	lighting on the club house	
9. Signs: Existing & Proposed		
Building: location, square footage, height	none	
Freestanding & Highway: location, square footage, height	the signage will be onsite along the interior drives	
Development Identification: location, square footage, height	the sign will be onsite along the interior drive	



The lease area looking from the entrance on Nixon St.



Looking from the entrance west on Nixon St.



Looking from the entrance east on Nixon St.



The lease area looking from the entrance on Nixon St.

2. Discussion/action:

Engagement Agreement – Nathan Overberg, Ahlers & Cooney

- Economic Development (Development Agreement with the City of Pleasantville and Adkins Specialized Carriers, LLC and a New Urban Renewal Plan)



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August 26, 2022

Sent via email: mraymie@marioncountyiowa.gov

Mark Raymie
Chairperson, Board of Supervisors
Marion County, Iowa
214 E. Main Street
Courthouse
Knoxville, Iowa 50138

RE: Engagement Letter – Economic Development (Development Agreement with the City of Pleasantville and Adkins Specialized Carriers, LLC and a New Urban Renewal Plan)

Dear Mr. Raymie:

The purpose of this Engagement Agreement ("Agreement") is to disclose and memorialize the terms and conditions under which Ahlers & Cooney, P.C. will represent Marion County, Iowa (the "County") in connection with the preparation and adoption of an urban renewal plan in the City of Pleasantville (the "City") and a Development Agreement with the City and Adkins Specialized Carriers, LLC.

SCOPE OF ENGAGEMENT

We agree to perform the following services for the fees we charge under this Agreement:

1. Prepare a new Urban Renewal Plan (the "Plan") for an urban renewal area in the City of Pleasantville in accordance with Iowa Code Chapter 403;
2. Prepare letters of instructions, notices of meetings, and partial agendas for the Board of Supervisors proceedings related to the Plan;
3. Prepare proceedings for a resolution setting the dates of a consultation and public hearing on the Plan;
4. Prepare proceedings to be used on the date fixed for a public hearing and adoption of the Plan;

5. Prepare a Development Agreement with the City and Adkins Specialized Carriers, LLC in the urban renewal area, per the terms provided to us by the County;
6. Prepare proceedings to be used for setting the date of a public hearing on the Development Agreement, and proceedings for the date fixed for the public hearing and adoption of the Development Agreement;
7. Answer questions and advise County staff and the Board throughout the adoption process for the Plan and Development Agreement; and
8. Complete a transcript file record related to the adoption of the Plan and Development Agreement.

Our duties under this Agreement are limited to those expressly set forth above. Absent a separate engagement agreement regarding one or more of the following services, the services provided and the fees charged hereunder do not include:

1. Preparing the legal descriptions to be used in the Plan or Development Agreement;
2. Defending any legal challenges to or arising out of the Plan, any TIF ordinance, or any development agreements thereunder (including the Development Agreement);
3. Confirming or calculating any potential tax increment anticipated within the Urban Renewal Area, or pursuant to a given project, or otherwise acting in a financial advisory role; or
4. Administering the Urban Renewal Area or Urban Renewal Plan, any urban renewal projects, the collection of tax increment, or the Development Agreement after the adoption of the Plan and Development Agreement (and after completion of the transcript file on the Plan and Development Agreement); or
5. Any bond (finance) related services.

It is not anticipated that it will be necessary for us to personally attend Board meetings in order to accomplish our work. We will be coordinating our services with you and other County staff, as directed by the County. In the event that public hearings or litigation should occur in the course of this matter, we would expect the same to be handled by the County Attorney, unless special arrangements are made for our participation.

ATTORNEY-CLIENT RELATIONSHIP

As confirmed by the execution of this Agreement, the County will be our client and an attorney-client relationship will exist between us for purposes of providing the services listed above. Our services are limited to those contracted for in this letter and the County's execution of this Agreement will constitute an acknowledgement of those limitations. The Firm's engagement under this Agreement will end when the Plan and Development Agreement are adopted/approved by the Board and our final invoice has been paid.

FEES

We will be the attorneys chiefly responsible for providing you with these legal services. However, if efficient and appropriate, we may call on other attorneys and legal assistants from time to time. The fees will be based on the hours worked by firm personnel at their hourly rates in effect at the time the work is performed. Our rates are generally adjusted on an annual basis, beginning January 1 of each year. Mr. Overberg's current hourly rate is \$320, Ms. Sabroske's rate is \$220, and our legal assistant's rate is \$125. It is difficult to estimate the total cost for the work, because we charge by the hour and there are many variables that impact the number of hours spent on the work. Expenses will be billed at the amount incurred. Our statement for services and expenses will be due and payable upon receipt of the invoice, which in most instances, is monthly. Should you have any questions about a statement or a fee, please do not hesitate to call. We do reserve the right to withdraw from representation for any reason, including failure to pay the monthly statement in accordance with this policy. If, for any reason, the County terminates the engagement governed by this Agreement before the completion of the services described herein, we will bill the County for the services rendered as of the date of termination based on the hourly rates of those who provided services.

RECORDS

At the County's request, any documents furnished by the County will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the above referenced project will be retained by us. For various reasons, including the minimization of unnecessary storage expenses, we reserve the right to dispose of any documents or other material retained by us after the termination of this Agreement.

APPROVAL

Please carefully review the terms and conditions of this Agreement. **If this Agreement accurately reflects the terms of this particular engagement, please obtain approval by the Board of Supervisors, and execute, date, and return to me the enclosed copy of this Agreement. Please retain the original for your file.**

If you have questions regarding any aspect of the above or our representation, please do not hesitate to contact me. As always, we appreciate the opportunity to represent the County and we look forward to working with you on this project.

Ahlers & Cooney, P.C.

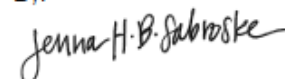
Sincerely,

By:



Nathan J. Overberg

By:



Jenna H.B. Sabroske

Accepted and approved on behalf of the Board of Supervisors of Marion County*

By: _____ Dated: _____

Title: _____

*Authorized by action of the governing body, approved on _____, 2022.

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3. Discussion/action:

- Skinner & Paschke – 2023 Marion County Legislative Priorities

4. Discussion/action:

- Prairie Ridge Development Update

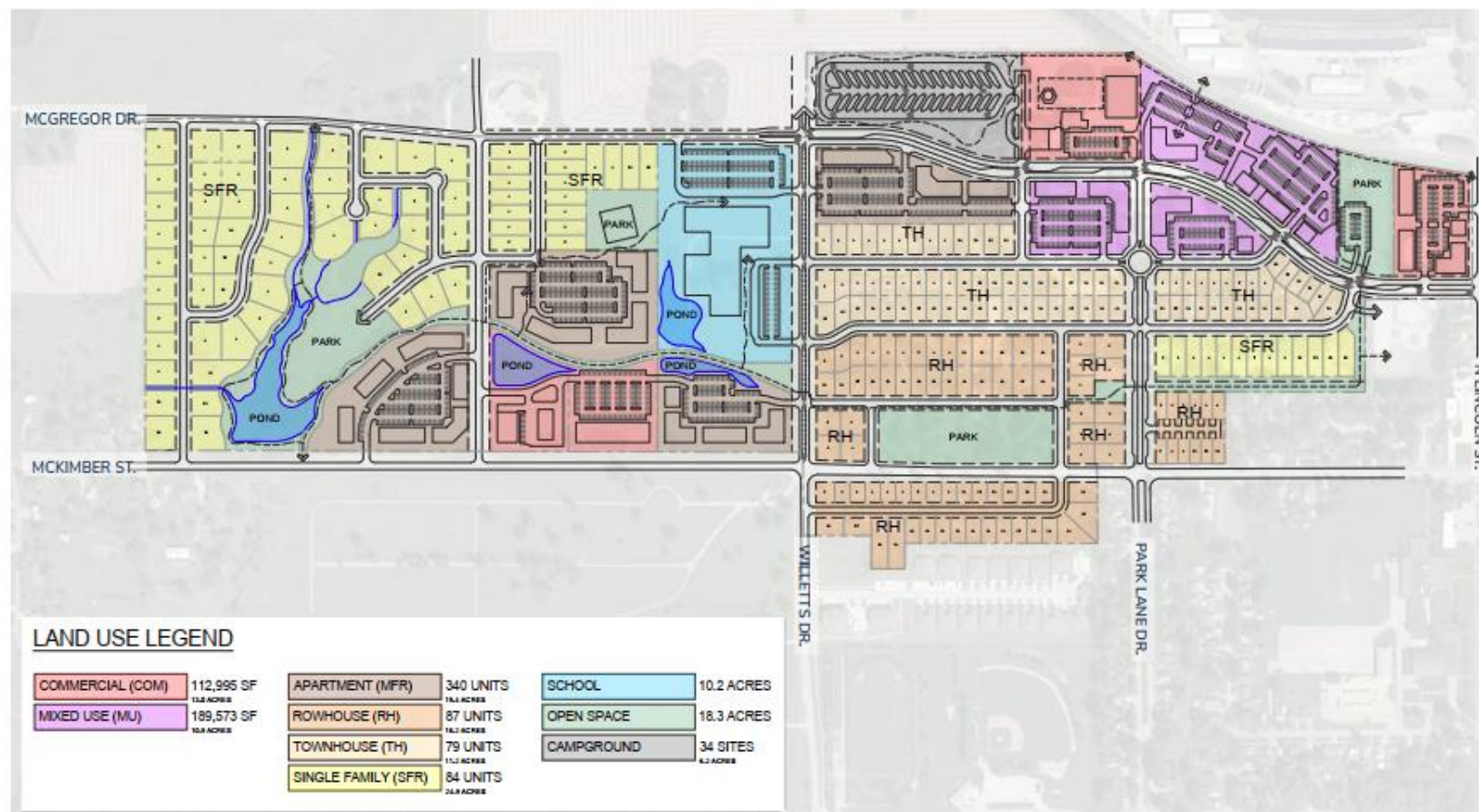
5. Discussion/action:

- Marion County Public Health Department Update

6. Discussion/action:

- VA Campus Project Update

Future Land Use



7. Discussion/action:

- VA Campus west 40-acre Preliminary Site Plan Project – Garden & Associates

8. Board of Supervisor Update

VII. **BOARD OF SUPERVISOR ADJOURNMENT**