



MARION COUNTY encourages all citizens of the county to attend Board of Supervisors' meetings. Board of Supervisors' chambers are handicapped accessible and county staff members are available to provide assistance. 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).



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

If you wish to participate 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/85971870692?pwd=NEg4d1BoSEdXN2JPNEI5VG5BVVpQUT09>

Meeting ID: 859 7187 0692

Passcode: 882610



MARION COUNTY BOARD OF SUPERVISORS REGULAR AGENDA

3014 E Main St, Knoxville, Iowa

May 9, 2023 9:00 A.M.



I. CALL TO ORDER AND ROLL CALL

Mark Raymie_____

Steve McCombs_____

Kisha Jahner_____



II. AGENDA

1. May 9, 2023 - Regular Session Agenda



III. COMMUNICATION



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 5/9/2023.
2. Marion County employee salary adjustments. Complete list available in the Human Resource Office.



VI. BUSINESS:

1. Discussion/action: Agreement with ArcaSearch Digital Archiving Services for Historical Digital Preservation Services





Marion County, IA

On-Site Digital Preservation of Transfer of Lands & Lots Books,
Historic Supervisor Minutes Books
&
Development Of A Marion County Searchable Archive

Proposal #04092021P1V2

March 30, 2023

Prepared for:

Marion County
214 E. Main Street
Knoxville, IA 50138

Jake Grandia
County Auditor
641.828.2217
jgrandia@marioncountyiowa.gov

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www.arcasearch.com



OVERVIEW

ArcaSearch is pleased to be considered as a digital archiving and processing partner with Marion County, IA. Enclosed you will find our response to your request for a proposal including project benefits, record group/product details, estimated timing, estimated costs, and agreement terms.

- Approximate Images 44,770
- Date Range 1858 through 2022
- Image Size 13.5" x 18.5"
- Condition Poor to fair
- Bindery Bound and pinned
- Image Capture RGB
- Image Resolution 300 DPI
- OCR Yes, of typed text
- File Format Web Optimized PDF-A Files & JPEG Thumbnail Images
- Delivery Single page and two-page spread
- Metadata Defined in product categories
- Work Location Materials to be digitized at the client location

Key Assumptions

- Digital preservation & back-up protection of historical original books & documents from loss due to fire, water events or further deterioration from handling
- Image quality enhancement of original documents into a high-resolution, color image
- Improved access with on-line availability reducing health risks of in-person visits for staff and customers
- Reduces county liability risk for injuries to staff or public by minimizing the need to access the original, heavy books
- Improved search tools including search by Section/Township/Range or Subdivision with Transfer Books and Word Search (Names, Topics, Events, etc.) with Supervisor's Minutes
- Reduces internal IT support & costs with a hosted Research System
- Establishes a historic digital Archive for Marion County's permanent records

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PRODUCT CATEGORIES

#1 – Transfer of Lands

- 14,080 Images
- Date range – 1864 through September 2000
- Image size – 13.5" x 18.5"
- Books – 22
- Bindery – Bound (8), pinned (14)
- Condition – Poor to fair
- OCR – Yes, of typed text
- Delivery – Two-page spread
- Metadata – Book name, section, township, range, sequential page number

#2 – Transfer of Town Lots

- 14,080 Images
- Date range – 1858 through September 2000
- Image size – 13.5" x 18.5"
- Books – 22
- Bindery – Bound (12), pinned (10)
- Condition – Poor to fair
- OCR – Yes, of typed text
- Delivery – Two-page spread
- Metadata – Book name, subdivision, block, lot, sequential page number

#3 – Supervisor Minutes

- 16,410 Images
- Date range – 1861 through 2022
- Image size – 13.5" x 18.5"
- Books – 24
- Bindery – Bound (14), pinned (8), 3-Ring Binders (2)
- Condition – Unknown
- OCR – Yes, of typed text
- Delivery – Single page and two-page spread
- Metadata – Book name, year, sequential page number

ARCASEARCH DIGITAL ARCHIVING

As your digital archiving partner, we provide project management and will use ArcaSearch technology/personnel to:

- Digitize images from provided materials
- Optimize PDF for viewing/searching within the Compass Eclipse Research System using patented technology
- Provide two complete sets of Web Optimized PDF-A Files and JPEG Thumbnail Images on external hardware upon receiving final payment for project

We look forward to working with Marion County, IA. Below are a few items ArcaSearch will need to begin your project.

- Notify ArcaSearch of any scheduling requirements
- Provide a minimum of 14' x 20' space to be utilized for image capture equipment accessible by ramp or elevator with a minimum door entry width of 32 inches
- Allocated space will need to have standard office outlets, minimum of six 15 Amps
- Provide access to high speed internet, to include VPN permissions
- Allow ArcaSearch staff access to building during business hours

ESTIMATED TIMING

The following is a timeline for your planning purposes.

The scheduled start month will be determined after receipt of the signed contract, down payment, completion of the job plan (if applicable) signed by both parties. Any discrepancies will be resolved before the start of the project.

ArcaSearch anticipates the start date to be within 12 months from the receipt of down payment.

Please allow 5 months for project's completion.

COMPASS ECLIPSE RESEARCH SYSTEM

The core technology employed in the updated Compass Eclipse Research System has proven to be the single most cost-effective solution to historic-records management. The Compass Eclipse Research System is adapted to the specific requirements of each individual for the secure preservation and ready access of its document archives.

Your annual software subscription includes web-hosting of your archive digitized by ArcaSearch. With ArcaSearch hosting the archive, you will avoid capital equipment costs and minimize the impact on local network infrastructure and personnel. You simply need a connection to the Internet and a few basic system requirements.

System Requirements

PC: Windows 7 or newer, macOS, or Linux operating system recommended

PC: Chromium based browser (Google Chrome, Microsoft Edge, etc...)

Pop up blockers should be disabled for optimum viewing

Product Modules

A product is comprised of a single category of materials. The key to a user-friendly research application is to search and navigate information by product types, both separately and aggregated. The Compass Eclipse Research System will provide access to your archive that will satisfy the advanced researcher.

Digital Archive Hosting

With ArcaSearch hosting the archive, you are avoiding capital equipment costs and minimizing the impact on local network infrastructure and IT personnel. ArcaSearch ensures worry-free operation of the archive and will perform all maintenance and update actions. Your archive is protected from unauthorized access by your choice of security control: IP address registration, username/password or your own intranet protocols.

Technology Updates

Updates are crucial to maintaining a functional archival delivery system. Our cloud-based application assures that your service will operate properly when change comes.

Service Level

ArcaSearch maintains a 99.9 percent "up time" during business hours year-round for its hosted client services. Maintenance is performed during off-hours. In the unlikely event maintenance shut-down is required during regular business hours, the client will receive advance notice of the reason and expected duration. Unexpected service interruptions, historically are limited in duration and service is quickly restored. At these times, communication and coordination with our clients is of the utmost importance.

STANDARD FEATURES OF THE COMPASS ECLIPSE RESEARCH SYSTEM

Hosting your Research site at a secure location

ArcaSearch has elected to host your site link at the highly secure Level 3, 511 data center building in downtown Minneapolis for security, service redundancy and to minimize downtime.

The Data Center building, its tenants, and its parking areas have exceptional security. Entry to the facility is controlled by on-site security and each door/floor is controlled through card-access entry.

- Multi-level physical access controls
- Personal verification with properly issued ID
- Card access entry with photo verification
- IP Video surveillance recorded and stored for 90 days, both inside and outside the facilities
- Man-trap entries
- Locked cabinets, cages, storage, and suites
- We have a Diverse Tier 1 backbone providers connected via diverse paths
- 100/1000 MB Fast Ethernet connections.
- On-net, Carrier neutral facility

The Data Center building is backed a N+2 HVAC system. They monitor environmental systems 24 hours a day, seven days a week.

- N+2 temperature and humidity with multiple segregated cooling zones environment
- Raised floors with automated moisture detectors under the floors
- Zoned smoke and heat detectors
- Dry-pipe, pre-action fire sprinkler systems
- Managed and monitored 24x7
- Professional quarterly maintenance
- Secure Protection of Data and Infrastructure – 24x7 Multi-Level Security

The Data Center building has redundant power systems (2 megawatt generator, transfer switch, UPS systems, battery plants, flexible power configurations). If any one component in the network or electrical system fails, a redundant system designed to carry the full load immediately takes control. Should the entire primary HVAC system fail, a secondary system designed to immediately handle the full capacity for cooling maintains the proper temperature in the data center.

- 110 volt, single phase
- 208 volt, single phase/three phase
- Diverse A/B electrical circuits
- Custom power
- Protection Power Plan" or "Variable Power Plan"
- 100% Power Availability
- Redundant power infrastructure
- Redundant backup battery systems
- Diesel-powered generators
- Weekly, rigorous system testing
- Professional quarterly maintenance
- Network Availability

Authentication & Access Options

We offer a broad selection of authentication features such as public and premium(private) access. Users can decide if they want a single option access to their research site or a tiered level access which separates access privileges to users.

This authentication process includes a multifaceted feature that includes username/password challenge and IP Filtering.

Username/Password

If specified to require username & password authentication, the research site will not be accessible until a user has entered valid credentials for access to the site

IP Filter

Login can be further restricted to specific IP addresses provided by the customer. This will restrict access to users who use the provided IP addresses. This can be combined with Username/Password authentication for increased security.

End User Technical Support

A service provided by ArcaSearch to work with technical questions and problems related to the Compass Eclipse Research System in its current configuration to end users. Technical Support does not include generic computer, software, or internet training or third-party users.

Phone and Email Support

Phone and email support are available Monday through Friday 8am – 4:30pm CST

Data Management and Storage

ArcaSearch will provide 2 forms of back-up hardware for storage and transfer of Web Optimized PDF-A Files and JPEG Thumbnail Images to be used as the final repository at client location. The hardware will remain the property of the client. Additional file back-ups are available. Price dependent on the request of files to be duplicated.

Antivirus Software

Antivirus software is run at the Data Center on the file storage servers.

TERMS AND CONDITIONS

Document Care

ArcaSearch will exercise great professional care in preserving and digitizing the documents of the Client, as ArcaSearch performs this project. Client will not hold ArcaSearch responsible for any damage sustained to original documents, aperture cards or microfilm, due to fire, water damage, natural disaster or *force majeure* while on premises of the Client. The parties acknowledge that some of the original documents are of such age as to have been torn from past handling, and brittle, so as to be subject to splits and tears upon handling. Client will not hold ArcaSearch responsible for any incidental damage in handling of the documents, except for any damage alleged to be caused by gross negligence of ArcaSearch employees.

Confidentiality

Subject to provisions of the Freedom of Information Act (5 U.S.C. § 552) and any conforming statutes of the state in which this Proposal is executed, the parties and their attorneys shall keep the specific terms, conditions and covenants of this Proposal confidential except:

- i. Where mutually agreed to in writing by the parties;
- ii. Where necessary to share such information with the parties' accountants or attorneys;
- iii. Where disclosure to a government entity is required; or
- iv. Where disclosure is ordered by a court of competent jurisdiction.

The parties and their attorneys shall not communicate with anyone associated with any media or publication entities concerning the terms of this Proposal. This confidentiality provision is a material term of this document, and its violation shall constitute a breach of this Proposal.

Content of Documents

Client shall be solely responsible for the content of documents to be duplicated, digitized, printed and/or preserved by ArcaSearch in the performance of this agreement. ArcaSearch will not be responsible for payment of any claims or damages alleging content of said documents or records to be defamatory, or to violate or infringe upon the rights of third parties.

Third Party Supplied Images

Initial

ArcaSearch will do its best to bring image abnormalities to the client's attention when ArcaSearch is aware of them. When images are supplied by a third-party vendor, the client accepts full responsibility for image abnormalities including but not limited to images being out of focus, inverted, obstructed, missing pages, rotated etc.

Images supplied by a third party will be noted on the research site.

Initial

Limitation of Liability

In recognition of the relative risks and benefits of this project, to both the Client and ArcaSearch, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of ArcaSearch to Client for any and all claims, losses, costs, damages of any nature whatsoever, or expenses related to any such claims or causes, including attorneys' fees and costs and expert witness fees and costs, so that the total aggregate liability of ArcaSearch to Client shall not exceed 75% of ArcaSearch total fee for services rendered on this project. It is intended that this limitation apply to any and all liability or cause of action, however asserted, alleged, pled or arising, unless otherwise prohibited by law.

Warranty

ArcaSearch warrants and represents that all products or deliverables specified and furnished by or through ArcaSearch under this agreement meet the completion criteria set forth in this agreement, and that services will be provided in a workmanlike manner in accordance with industry standards.

Termination

During the terms of this agreement for this archive project, both ArcaSearch and Client will have the right to terminate this agreement for cause with 30 days written notice. Terms giving either party just cause to terminate are as follows: If one of the parties does not adhere to the responsibilities set forth in this agreement, and/or if payment(s) has not been made in accordance with terms of this agreement. Client may also terminate without cause if funding becomes unavailable. In the event of termination, for this, or any other reason, resulting in an underage between the estimated image count represented in this proposal and the actual image count, the difference will be priced at an adjusted rate of 70 percent of the per page rate used to determine the estimated project price in this proposal. (Estimated project price divided by the estimated image count equals per page rate) The decrease-allowance shall not be more 80 percent of the proposal total.

Client will receive a prorated refund on the annual fee if the agreement is terminated prior to yearly renewal.

Terms and conditions may be updated annually.

PRICING**Project Estimating**

In consultation with our clients, ArcaSearch experienced sales representatives and technicians make every effort to accurately estimate the number of documents and other items in the proposed digital archive. This estimate is one of the primary components in the overall proposal ArcaSearch presents to its customers. Final invoice will reflect the actual number of images at the completion of this project. Additional images over the estimated image count for this project will be priced at the per page rate of this project.

Payment Terms

ArcaSearch will invoice 50 percent of the project price upon receipt of this signed proposal. Final payment of the project will be invoiced upon completion and final acceptance from the customer. Applicable local and federal tax will be applied in addition to proposal price. Failure to pay an invoice within 90 days of invoice date may result in access termination of your research site.

Oversized Documents and Inserts

Maximum page size for this proposal is 15 inches x 23 inches. Individual books containing separate oversized supporting documents or loosely oversized inserted images other than what has already been identified in this proposal will be billed at rate of \$9.50 per image.

Additional Programming

Additional programming, beyond the scope of this proposal will be billed at \$225/hour with 1-hour minimum. ArcaSearch will do our best at providing you the highest quality searchable image when digital images have been provided to us to be added to our research site. We are not responsible for missing images or naming errors on images that are provided to us in a digital born format or paper to digital format.

PROJECT PRICE

- Includes:**

- ### ANNUAL FEE

- Includes:**

- ACCEPTED BY:

For ArcaSearch: _____ Date: _____

Tammy Hoekstra
Customer Service Manager
ArcaSearch, LLC
720 St. Germain St.
St. Cloud, MN 56301
800.846.9433
tammy.hoekstra@arcasearch.com

2. Discussion/action:

Class C Retail Alcohol License Renewal Application

- KLN Entertainment dba Slideways Karting Center
1230 Hwy 14 Knoxville, IA 50138
 - Outdoor Service
 - Catering





State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
KLN Entertainment LLC	Slideways Karting Center	(641) 828-6337		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1230 Hwy 14 N		Knoxville	Marion	50138
MAILING ADDRESS	CITY	STATE	ZIP	
1230 Hwy 14 N	Knoxville	Iowa	50138	

Contact Person

NAME	PHONE	EMAIL
Madi Van Zante	(641) 828-6337	slideways.karting@gmail.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0042292	Class C Retail Alcohol License	12 Month	Submitted to Local Authority
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
Mar 31, 2023	Mar 30, 2024		
SUB-PERMITS			
Class C Retail Alcohol License			



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Catering, Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
Logan Van Zante	Knoxville	Iowa	50138	Owner	100.00	Yes

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Cincinnati Specialty Underwriters	Mar 1, 2023	Mar 1, 2024
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

3. Discussion/action:

- Class C Retail Alcohol License Application
 - Wackos Bar & Grill LLC
 - 3906 E Main St. Knoxville, IA 50138
 - Outdoor Service





State of Iowa

Alcoholic Beverages Division

Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
Wackos Bar & Grill LLC	Wacko's Bar & Grill	(515) 202-8378		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
3908 E. Main St		Knoxville	Marion	50138
MAILING ADDRESS	CITY	STATE	ZIP	
3908 E. Main St	Knoxville	Iowa	50138	

Contact Person

NAME	PHONE	EMAIL
AJ Mottet	(515) 202-8378	mottetanthonyj@yahoo.com

License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
LC0042578	Class C Retail Alcohol License	12 Month	Submitted to Local Authority
EFFECTIVE DATE	EXPIRATION DATE	LAST DAY OF BUSINESS	
May 23, 2023	May 22, 2024		
SUB-PERMITS			
Class C Retail Alcohol License			



State of Iowa

Alcoholic Beverages Division

PRIVILEGES

Outdoor Service

Status of Business

BUSINESS TYPE

Limited Liability Company

Ownership

• Individual Owners

NAME	CITY	STATE	ZIP	POSITION	% OF OWNERSHIP	U.S. CITIZEN
AJ Mottet	Knoxville	Iowa	50138	president	100.00	Yes

Insurance Company Information

INSURANCE COMPANY	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE
Specialty Risk of America	May 23, 2023	May 23, 2024
DRAM CANCEL DATE	OUTDOOR SERVICE EFFECTIVE DATE	OUTDOOR SERVICE EXPIRATION DATE
BOND EFFECTIVE DATE	TEMP TRANSFER EFFECTIVE DATE	TEMP TRANSFER EXPIRATION DATE

4. Discussion/action:

Appointments – Pella Board of Adjustment

- Vince Nossaman – term ending 5/1/2028

4	Pella Board of Adjustment (5 year term)	Nossaman, Vince	Expires 5/1/2023	
5	Pella Board of Adjustment (5 year term)	Vacant	Expires 5/1/2023	
6	Recommended @ BOS - Approved by Pella City Council			
7				

5. Discussion/action:

Appointments – Pella Planning & Zoning Commission

- Teri Vos – term ending 5/1/2028
- Marc Vande Noord – term ending 5/1/2028

2	Pella Planning and Zoning Commission (5 year term)	Vos, Teri	Expires 5/1/2023
3	Pella Planning and Zoning Commission (5 year term)	Vande Noord, Marc (appt 6/28/22)	5/1/2023
4	Recommended @ BOS - Approved by Pella City Council		
5			



6. Discussion/action:

Appointments – Marion County Planning & Zoning Commission

- Joe Cunningham - To Fill Vacancy – term ending 12/31/2025

7	Zoning Commission (5 yr. term)	Vacant	12/31/2025
8	Zoning Commission (5 yr. term)	Miller, Leslie (appt 4.26.2022)	12/31/2026
9	Zoning Commission (5 yr. term)	Agan, Sandra	12/31/2027
0	Zoning Commission (5 yr. term)	Treft, Sarah	12/31/2027
1	Zoning Commission (5 yr. term)	Davis, Keith	12/31/2024
2	Appointed @ BOS		
3			

7. Resolution 2023-51:

Transfer from Local Option Sales and Services Tax (LOSST)
Fund to Debt Service Fund for principal and interest payment on
Law Enforcement Center construction costs.

MARION COUNTY RESOLUTION 2023-51

WHEREAS, the voters of Marion County approved a \$5,100,000 General Obligation Bond Issue to construct a new Marion County Law Enforcement Center.

WHEREAS, the Marion County Board of Supervisors believe it is in the best interest of the taxpayers of Marion County to supplement the annual debt service principal and interest payment on the Marion County Law Enforcement Center with funds from the proceeds of the Local Option Sales and Services Tax (LOSST) collected in Marion County. The Board approved in the Fiscal Year 2022-2023 budget to use \$300,000 LOSST Funds to reduce the required debt service levy to fund the construction of the Marion County Law Enforcement Center.

WHEREAS, ACCORDING TO chapter 331.432 of the Code of Iowa, the Board of Supervisors must approve the actual transfer,

THEREFORE, BE IT RESOLVED that the transfer of funds from the Marion County Local Option Sales and Services Fund to the Marion County Debt Service Fund be approved by the Marion County Board of Supervisors for the Fiscal Year of 2022/2023, and,

BE IT FURTHER RESOLVED, that the Auditor and Treasurer be instructed to make the said transfer in a timely fashion equal to the amount of the approved budgeted transfer of \$300,000.



8. Resolution 2023-52:

Iowa DOT Agreement Addendum 2022 2022-C-103A for Hwy 92 Sideroads

RESOLUTION NO. 2023-52

WHEREAS, an Agreement is to be entered into by and between the Iowa Department of Transportation, hereinafter designated the “DOT”, and Marion County, Iowa, a Local Public Agency, hereafter designated the “LPA” in accordance with Iowa CODE Chapters 28E, 306, 306A and 313.4 as applicable;

WHEREAS, the DOT proposes to establish or make improvements to Iowa 92 within Marion County, Iowa; and

WHEREAS, the DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

WHEREAS, this Agreement reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

NOW THEREFORE, BE IT RESOLVED, the Marion County Board of Supervisors approve and enter into Agreement No. 2022-C-103A for DOT Project No. NHSX-092-6(40)—3h-63 for the six-inch paving of granular secondary road approaches adjacent to Iowa 92 and resurfacing of T17 adjacent to radius widening and as defined in said Agreement.

Adopted this _____ day of May, 2023



December 2010

**IOWA DEPARTMENT OF TRANSPORTATION
Addendum to
Agreement No. 2022-C-103**

County	Marion
Project No.	NHSX-092-6(40)- -3H-63
Iowa DOT	
Addendum No.	2022-C-103A
Staff Action No.	

This Addendum, is entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Marion County, Iowa, a Local Public Agency, hereafter designated the "LPA" in accordance with Iowa Code Chapters 28E, 306, 306A and 313.4 and 761 Iowa Administrative Code Chapter 150 as applicable;

The DOT proposes to establish or make improvements to Iowa 92 within Marion County, Iowa; and

The DOT and the LPA are willing to jointly participate in said project, in the manner hereinafter provided; and

The DOT and the LPA previously entered into the following agreement(s) for the above referenced project: Agreement No. 2022-C-103 for preconstruction was executed by the DOT and LPA on May 19, 2022, and May 10, 2022, respectively; and

Subsequent to execution of the above referenced Agreement the LPA requested Hot Mix Asphalt (HMA) resurfacing on county side roads and paved fillets.

This Addendum reflects the current concept of this project which is subject to modification by mutual agreement between the LPA and the DOT; and

Now, therefore, it is agreed as follows:

1. The following side street improvements are hereby added:

- 1 County Road T17 is to be HMA scarified and resurfaced with 1.5 inches for a distance of approximately 55 feet right and 160 feet left from the edge of the existing 10 foot wide paved shoulder from its junctions at Iowa 92 all at no cost to the DOT.
- 2 Paved fillets will be constructed at the following locations (see Exhibit A):
 - a. County Road T17, south side of Iowa Highway 92
 - b. County Road T17, north side of Iowa Highway 92
- 3 The LPA shall reimburse the DOT for its share of the additional project costs estimated at \$7,445, as shown in Exhibit B. The amount paid by the LPA upon completion of construction and billing by the DOT shall be determined by the actual quantities in place and the accepted bid at the contract letting.

General Provisions

1. If the LPA has completed a Flood Insurance Study (FIS) for an area which is affected by the proposed Primary Highway project and the FIS is modified, amended or revised in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the modification, amendment or revision to the DOT. If the LPA does not have a detailed Flood Insurance Study (FIS) for an area

2022-C-103A_MarionCo.docx

1

December 2010

which is affected by the proposed Primary Highway project and the LPA does adopt an FIS in an area affected by the project after the date of this Agreement, the LPA shall promptly provide notice of the FIS to the DOT.

2. The LPA will comply with all provisions of the equal employment opportunity requirements prohibiting discrimination and requiring affirmative action to assure equal employment opportunity as required by Iowa Code Chapter 216. No person will, on the grounds of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which State funds are used.
3. It is the intent of both (all) parties that no third party beneficiaries be created by this Addendum.
4. If any section, provision, or part of this Addendum shall be found to be invalid or unconstitutional, such finding shall not affect the validity of the Addendum as a whole or any section, provision, or part thereof not found to be invalid or unconstitutional, except to the extent that the original intent of the Addendum cannot be fulfilled.
5. All previously executed agreement(s) and or addendum(s) will remain in effect except as amended herein.
6. This Addendum may be executed in (two) counterparts, each of which so executed will be deemed to be an original.
7. This Addendum, as well as the unaffected provisions of any previous agreement(s), addendum(s), and/or amendment(s); represents the entire Agreement between the LPA and DOT regarding this project. All previously executed agreements will remain in effect except as amended herein. Any subsequent change or modification to the terms of this Agreement will be in the form of a duly executed amendment to this document.

2022-C-103A_MarionCo.docx

2



December 2010

IN WITNESS WHEREOF, each of the parties hereto has executed Addendum No. 2022-C-103A as of the date shown opposite its signature below.

BOARD OF SUPERVISORS OF MARION COUNTY:

By: _____ Date: _____, 20 ____
Chairperson

ATTEST:

By: _____
County Auditor

IOWA DEPARTMENT OF TRANSPORTATION:

By: _____ Date: _____, 20 ____
Robert Younie, P.E.
District Engineer
District 5

EXHIBIT A

Iowa 92, East of Knoxville (MP 159.09) to 3.5 miles east of the Marion / Mahaska Co line (MP 172.55)

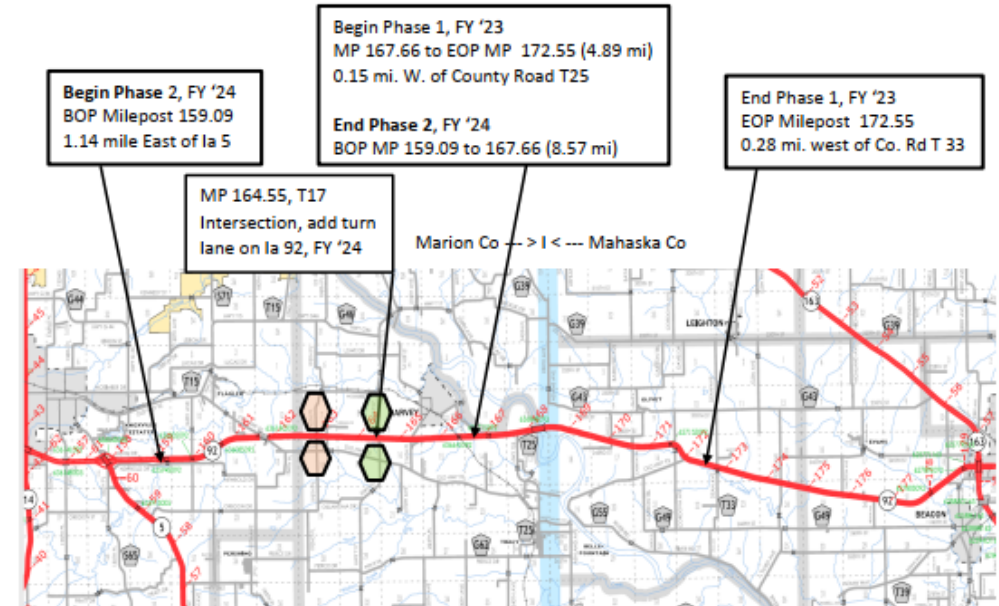
Phase 1: NHSX-092-6(39)—3H-63 PIN 22-63-092-010

Phase 2: NHSX-092-6(40)—3H-63 PIN 22-63-092-020

Marion County participation

Non Farm to Market side roads (2):
MP 163.05: 195th Place South, Rt. (1) and 195th Place North,
Rt. leg (1)

Farm to Market side roads (2)
MP 164.55 Co. Rd. T17, Rt (1) and Co. Rd. T17 Lt (1)



Project\\wset\\PW\\MainDocuments\\Projects\\6309202022\\DistrictDesign\\DOCS\\Marion Co. Slideroads \\Ia 92 Marion Map 1-31-2023.xlsm

Side Road Connection: Estimated Construction Costs for Marion County
IA Highway 92: from east of Knoxville (MP 159.09) to 0.15 mi. W. of County Rd T25 (MP 167.66)
Project: NHSX-092-6(40)-3H-63 PIN 22-63-092-020
Tentative Construction Letting: November 2023 (FY 2024)
14-Feb-23

Note 1: A draft Iowa DOT / County agreement potentially will be prepared, by the Iowa DOT, based upon an agreed amount of const. work.
Note 2: The Actual costs will ultimately be based on the actual quantities used and the contract unit prices from the pending November 2023 construction letting.

Note 3: County Engr. Tyler Christian, P.E. Tel. 641-828-2225 E-mail address: tchristian@marioncountyiowa.gov
Note 4: 12-8-21 Tyler indicated an interest in pursuing 2 gravel side roads to be paved at the intersections - at County cost.
Note 5: Subdivide, estimated costs for Non-FM and Farm to Market (FM) roads.
Note 6: Pavement thickness determination per Ben Behnami 5/20/2005 - Generally the minimum HMA thickness the DOT uses is 8 inches. Since these are low volume roads, and we do not have traffic information for them, I assume that 8 inches of HMA is sufficient. No granular pavement support layer is proposed.
Note 7: Temporary Gravel road detours may need to be provided per TC-262 situation 3 or 6.
Note 8: See Location Map on included worksheet tab.
Note 9: The estimate was prepared by the Iowa DOT, District 5 Design Office in Fairfield
Note 10: The prior conceived work is related to a 3R resurfacing project along IA 92, for FY 2024
Note 11: \$ 38,400 estimate was sent to County on Feb. 24, 2022.
Note 12: 3-18-2022 the County indicated to proceed with the agreement drafting.
Note 13: 1-30-2023 Marion Co reviewed preliminary plans for Co. Rd T17 intersection and requested to consider an HMA overlay of the T17 legs of the intersection
Note 14: 2-9-2023 Marion Co would like to include the Co Rd T17, green area. An Addendum is needed to add \$7,545

Project#Pw\Marion\Documents\Project\2022\2022CMR\Design\DOCS\Marion Co. Sideneads 1 Rev Aresid 1a 02 (00 - side road Const Est. for Marion Co 2-16-2023.dwg



9. Discussion/action:

Road Department Junction 92 Project Funding





Marion County Road Department
Tyler Christian, P.E.
402 Willetts Dr.
Knoxville, IA 50138

Phone: 641-828-2225
FAX: 641-828-7349
E-mail: tchristian@marioncountyiowa.gov

Jct. 92 Full Build Estimate

Created by: Tyler Christian

5/4/2023

Category	SubCategory	Proposed Fiscal Year	Estimated Cost
Administrative	Permits	2022	\$2,500
	Appraisals	2022	\$4,000
	Architecture/Eng. Fees	2023	\$335,000
	Soft Costs	2024	\$110,000
Sitework/Utilities	Grading	2020	\$50,000
	Gravel	2020	\$20,000
	Water	2023	\$6,000
	Septic	2023	\$30,000
Main Shop Building	Electric	2023	\$350,000
	Communications-Fiber	2024	\$75,000
	LP Gas	2024	\$5,000
	Main Shop	2024	\$5,600,000
	Fuel	2024	\$140,000
	DEF Containment	2024	\$20,000
	Lube System	2024	\$33,000
	Bulk Waste Oil	2024	\$11,000
	Vehicle Exhaust	2024	\$11,000
	Welding/Fab. Exhaust	2024	\$11,000
	Air Compressor	2024	\$38,500
	Truck Lifts/Hoists	2024	\$198,000
	Crane (overhead)	2024	-
	Power Washers	2024	\$33,000
Supplemental Buildings	Technology Allowance	2024	\$100,000
	Exterior Concrete	2025	\$400,000
	Cold Storage	2023	\$200,000
	Salt Shed	2024	\$400,000
	Modification to Existing	2023	\$50,000
Engineer's Office			\$700,000
Contingency			\$500,000
Remaining Construction Estimate			\$8,751,500

Option 1 - Expenditures by FY (updated 3/13/23)

Potential Funding Source	2023^	2024	2025
Total Expenditure	\$335,000	\$8,001,500.0	\$750,000
Fund 20 - Secondary Road	(\$335,000)	(\$1,000,000)	
Sale of Clay & Pella Shops**			(\$350,000)
Fund 01007 - Cap. Imp. Fund			
Fund 29 - LOSST		(\$1,500,000)	
Bond - LOSST Revenue		(\$3,000,000)	(\$500,000)
Fund 1008 ARPA Funds		(\$1,500,000)	
Fund 01		(\$1,000,000)	
Unfunded Balance:	\$0	\$1,500	(\$100,000)

**Sale of 402 & 412 Willetts Dr. not considered, up to the Conservation Board, sale cash flowed through Fund 01

Option 2 - Expenditures by FY (updated 3/13/23)

Potential Funding Source	2023^	2024	2025
Total Expenditure	\$335,000	\$7,401,500	\$1,350,000
Fund 20 - Secondary Road	(\$335,000)	(\$1,000,000)	(\$800,000)
Sale of Clay & Pella Shops**			(\$350,000)
Fund 01007 - Cap. Imp. Fund		(\$386,500)	(\$215,500)
Fund 29 - LOSST		(\$2,500,000)	
Sale of 402 & 412 Willetts			
Fund 01008 ARPA Funds		(\$1,500,000)	
Fund 01		(\$2,000,000)	
Unfunded Balance:	\$0	\$15,000	(\$15,500)

**Sale of 402 & 412 Willetts Dr. not considered, up to the Conservation Board, sale cash flowed through Fund 01

Option 3 - Expenditures by FY

Potential Funding Source	2023^	2024	2025
Total Expenditure	\$335,000	\$7,401,500	\$3,251,500
Fund 20 - Secondary Road	(\$335,000)	(\$1,000,000)	(\$400,000)
Sale of Clay & Pella Shops**			(\$350,000)
Fund 01007 - Cap. Imp. Fund			(\$500,000)
Fund 29 - LOSST		(\$2,000,000)	(\$1,000,000)
Sale of 402 & 412 Willetts		**	
Fund 1008 ARPA Funds		(\$1,500,000)	
Fund 01		(\$1,000,000)	(\$1,000,000)
Unfunded Balance:	\$0	\$1,901,500	\$1,500

^\$110,000 Funded in FY '21 and \$300,000 in FY '22 from Fund 20

*Assuming 28E & Debt Relief % Status Quo, Pella Renewals. FY'24 Bal=\$450k, FY'25=\$1.25M, FY'26=\$2.0M

**Sale of 402 & 412 Willetts Dr. is between the Conservation Board and Board of Supervisors, KCSD is very interested

Minimum \$5100 per year savings from heating w/ more efficient buildings & heaters



5/4/2023, 3:27 PM

G:\Jct 92 Facility\Administrative\Estimated Cost of Project\Jct 92 Full Build Estimate

5/4/2023, 3:27 PM

G:\Jct 92 Facility\Administrative\Estimated Cost of Project\Jct 92 Full Build Estimate

10. Public Hearing:

Public Hearing to Consider Approval of a Proposed Adkins Urban Renewal Plan for a Proposed Urban Renewal Area in Marion County, State of Iowa.



(One publication required)

NOTICE OF PUBLIC HEARING TO CONSIDER APPROVAL
OF A PROPOSED ADKINS URBAN RENEWAL PLAN FOR A
PROPOSED URBAN RENEWAL AREA IN MARION COUNTY,
STATE OF IOWA

The Board of Supervisors of Marion County, State of Iowa, will hold a public hearing before itself at its meeting which commences at 9:00 A.M. on May 9, 2023 in the Board Conference Room, 3014 East Main, Knoxville, Iowa, to consider adoption of a proposed Adkins Urban Renewal Plan (the "Plan") concerning a proposed Urban Renewal Area in Marion County, State of Iowa.

The Adkins Urban Renewal Area is proposed to contain the land legally described as follows:

The Adkins Urban Renewal Area includes the Adkins Property, Infrastructure Property and ROW described below:

Adkins Property

THE PART OF THE NW ¼ OF THE NE ¼ AND OF THE NE ¼ OF THE NW ¼ OF SECTION 16, TOWNSHIP 76 NORTH, RANGE 21 WEST OF THE 5TH P.M. LYING WEST OF THE WEST LINE OF PARCEL "A" AS CONVEYED TO THE IOWA DEPARTMENT OF TRANSPORTATION AS SHOWN ON THE ACQUISITION PLAT ACCOMPANYING THE COURT OFFICER DEED RECORDED IN BOOK 200 PAGE 4674, EXCEPT PARCEL "B" OF SAID NE ¼ OF THE NW ¼ ACCORDING TO PLAT OF SURVEY THEREOF RECORDED IN BOOK 2005, PAGE 5319

Infrastructure Property

Parcel A of the SE 1/4 of the SW 1/4 of Section 9, Township 76 North, Range 21 West of the 5th P.M., according to the Acquisition Plat accompanying the Court Officer Deed recorded in Book 2000, Page 5213

ROW

The full right of way of any roads adjacent to the Adkins Property and the full right of way of W. Pleasant Street from 700 feet west of the centerline of Highway 5 to 700 feet east of said centerline, and the full right of way of IA Highway 5 beginning 800 feet north of its intersection with W. Pleasant Street to 750 feet south of said intersection.

A copy of the Plan is on file for public inspection in the office of the County Auditor, County Courthouse, Knoxville, Iowa.

Marion County, State of Iowa is the local public agency which, if such Plan is approved, shall undertake the urban renewal activities described in such Plan.

The general scope of the urban renewal activities under consideration in the Plan is to promote the growth and retention of qualified industries and businesses in the Urban Renewal Area through various public purpose and special financing activities outlined in the Plan. To accomplish the objectives of the Plan, and to encourage the further economic development of the Urban Renewal Area, the Plan provides that such special financing activities may include, but not be limited to, the making of loans or grants of public funds to private entities under Chapter 15A, Code of Iowa. The County also may reimburse or directly undertake the installation, construction and reconstruction of substantial public improvements, including, but not limited to, street, water, sanitary sewer, storm sewer or other public improvements. The County also may acquire and make land available for development or redevelopment by private enterprise as authorized by law. The Plan provides that the County may issue bonds or use available funds for purposes allowed by the Plan and that tax increment reimbursement of the costs of urban renewal projects may be sought if and to the extent incurred by the County. The Plan initially proposes no specific public infrastructure or site improvements to be undertaken by the County, and provides that the Plan may be amended from time to time.

Any person or organization desiring to be heard shall be afforded an opportunity to be heard at such hearing.

This notice is given by order of the Board of Supervisors of Marion County, State of Iowa, as provided by Section 403.5, Code of Iowa.

Dated this 28th day of March, 2023.

Jake Grandia

County Auditor, Marion County, State of Iowa

(End of Notice)

02175991-119431-009



11. Resolution 2023-53:

Resolution Determining an Area of the County to be an Economic Development Area, and That the Rehabilitation, Conservation, Redevelopment, Development, or a Combination Thereof, of Such Area is Necessary in the Interest of the Public Health, Safety or Welfare of the Residents of the County; Designating Such Area as Appropriate for Urban Renewal Projects; and Adopting the Adkins Urban Renewal Plan



RESOLUTION NO. 2023-53

RESOLUTION DETERMINING AN AREA OF THE COUNTY TO BE AN ECONOMIC DEVELOPMENT AREA, AND THAT THE REHABILITATION, CONSERVATION, REDEVELOPMENT, DEVELOPMENT, OR A COMBINATION THEREOF, OF SUCH AREA IS NECESSARY IN THE INTEREST OF THE PUBLIC HEALTH, SAFETY OR WELFARE OF THE RESIDENTS OF THE COUNTY; DESIGNATING SUCH AREA AS APPROPRIATE FOR URBAN RENEWAL PROJECTS; AND ADOPTING THE ADKINS URBAN RENEWAL PLAN

WHEREAS, it is hereby found and determined that one or more economic development areas, as defined in Chapter 403, Code of Iowa, exist within the County and the rehabilitation, conservation, redevelopment, development, or combination thereof, of the area is necessary in the interest of the public health, safety, or welfare of the residents of the County; and

WHEREAS, this Board has caused there to be prepared a proposed Adkins Urban Renewal Plan ("Plan" or "Urban Renewal Plan") for the Adkins Urban Renewal Area ("Area" or "Urban Renewal Area"), which proposed Plan is attached hereto as Exhibit 1 and which is incorporated herein by reference; and

WHEREAS, the purpose of the Plan is to form the Adkins Urban Renewal Area as an area suitable for economic development and to include a list of proposed projects to be undertaken within the Urban Renewal Area, and a copy of the Plan has been placed on file for public inspection in the office of the County Auditor; and

WHEREAS, the property proposed to be included in the Urban Renewal Area is legally described in the Plan and this Board has reasonable cause to believe that the Area described in the Plan satisfies the eligibility criteria for designation as an urban renewal area under Iowa law and; and

WHEREAS, it is desirable that the area be redeveloped as part of the overall redevelopment covered by the Plan; and

WHEREAS, portions of the land proposed to be included in the Urban Renewal Area is within the corporate boundaries of the City of Pleasantville, Iowa and the County has entered into a joint agreement with the City to allow the County to operate within the proposed Urban Renewal Area; and

WHEREAS, the proposed Urban Renewal Area includes land classified as agricultural land and consequently written permission of the current owners has been obtained; and

WHEREAS, it is desirable that the Urban Renewal Area be redeveloped as described in the proposed Urban Renewal Plan to be known hereafter as the "Adkins Urban Renewal Plan"; and

WHEREAS, the Iowa statutes require the Board of Supervisors to submit the proposed Urban Renewal Plan to the Planning and Zoning Commission for review and recommendation as to its conformity with the general plan for development of the County as a whole, prior to Board of Supervisors approval thereof; and

WHEREAS, creation of the Urban Renewal Area and adoption of the Urban Renewal Plan therefore has been approved by the Planning and Zoning Commission for the County as being in conformity with the general plan for development of the County as a whole, as evidenced by its written report and recommendation filed herewith, which report and recommendation is hereby accepted, approved in all respects and incorporated herein by this reference; and

WHEREAS, by resolution adopted on March 28, 2023, this Board directed that a consultation be held with the designated representatives of all affected taxing entities to discuss the proposed Urban Renewal Plan and the division of revenue described therein, and that notice of the consultation and a copy of the proposed Urban Renewal Plan be sent to all affected taxing entities; and

WHEREAS, pursuant to such notice, the consultation was duly held as ordered by the Board of Supervisors and all required responses to the recommendations made by the affected taxing entities, if any, have been timely made as set forth in the report of the Board of Supervisors Chairperson, or his delegate, filed herewith and incorporated herein by this reference, which report is in all respects approved; and

WHEREAS, by resolution this Board also set a public hearing on the adoption of the proposed Urban Renewal Plan for this meeting of the Board, and due and proper notice of the public hearing was given, as provided by law, by timely publication in the Marion County Express, which notice set forth the time and place for this hearing and the nature and purpose thereof; and

WHEREAS, in accordance with the notice, all persons or organizations desiring to be heard on the proposed Urban Renewal Plan, both for and against, have been given an opportunity to be heard with respect thereto and due consideration has been given to all comments and views expressed to this Board in connection therewith and the public hearing has been closed.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF SUPERVISORS OF MARION COUNTY, STATE OF IOWA:

Section 1. That the findings and conclusions set forth or contained in the proposed "Adkins Urban Renewal Plan" for the area of Marion County, State of Iowa, legally described and depicted in the Plan and incorporated herein by reference (which area shall hereinafter be known as the "Adkins Urban Renewal Area"), be and the same are hereby adopted and approved as the findings of this Board for this area.

Section 2. This Board further finds:

a) Although relocation is not expected, a feasible method exists for the relocation of any families who will be displaced from the Urban Renewal Area into decent, safe and sanitary dwelling accommodations within their means and without undue hardship to such families;

b) The Urban Renewal Plan conforms to the general plan for the development of the County as a whole; and

c) Acquisition by the County is not immediately expected, however, as to any areas of open land to be acquired by the County included within the Urban Renewal Area:

i. Residential use is not expected, however, with reference to any portions thereof which are to be developed for residential uses, this Board of Supervisors hereby determines that a shortage of housing of sound standards and design with decency, safety and sanitation exists within the County; that the acquisition of the area for residential uses is an integral part of and essential to the program of the municipality; and that one or more of the following conditions exist:

a. That the need for housing accommodations has been or will be increased as a result of the clearance of slums in other areas, including other portions of the urban renewal area.

b. That conditions of blight in the municipality and the shortage of decent, safe and sanitary housing cause or contribute to an increase in and spread of disease and crime, so as to constitute a menace to the public health, safety, morals, or welfare.

c. That the provision of public improvements related to housing and residential development will encourage housing and residential development which is necessary to encourage the retention or relocation of industrial and commercial enterprises in this state and its municipalities.

d. The acquisition of the area is necessary to provide for the construction of housing for low and moderate income families.

ii. Non-residential use is expected and with reference to those portions thereof which are to be developed for non-residential uses, such non-residential uses are necessary and appropriate to facilitate the proper growth and development of the County in accordance with sound planning standards and local community objectives.

Section 3. That the Urban Renewal Area is an economic development area within the meaning of Chapter 403, Code of Iowa; that such area is eligible for designation as an urban renewal area and otherwise meets all requisites under the provisions of Chapter 403, Code of Iowa; and that the rehabilitation, conservation, redevelopment, development, or a combination thereof, of such area is necessary in the interest of the public health, safety or welfare of the residents of this County.

Section 4. That the Urban Renewal Plan, attached hereto as Exhibit 1 and incorporated herein by reference, be and the same is hereby approved and adopted as the "Adkins Urban Renewal Plan for the Adkins Urban Renewal Area"; the Urban Renewal Plan for such area is hereby in all respects approved; the Chairperson and County Auditor have been authorized to

execute the Joint County Agreement; and the County Auditor is hereby directed to file a certified copy of the Urban Renewal Plan with the proceedings of this meeting.

Section 5. That, notwithstanding any resolution, ordinance, plan, amendment or any other document, the Urban Renewal Plan shall be in full force and effect from the date of this Resolution until the Board amends or repeals the Plan. Said Urban Renewal Plan shall be forthwith certified by the County Auditor, along with a copy of this Resolution, to the Recorder for Marion County, Iowa, to be filed and recorded in the manner provided by law.

PASSED AND APPROVED this 9th day of May, 2023.

Chairperson, Board of Supervisors

ATTEST:

County Auditor

Label the Plan as Exhibit 1 (with all exhibits) and attach it to this Resolution.



12. Discussion/action:

Ahlers & Cooney, P.C. - Bond and Disclosure Counsel Engagement Agreement – Adkins Project



May 5, 2023

Marion County
Jake Grandia – County Auditor
214 E. Main Street
Knoxville, Iowa 50138

Re: Marion County, State of Iowa
Bond and Disclosure Counsel Engagement Agreement
Not to exceed \$2,750,000 General Obligation Capital Loan Notes (ECP/UR)

Dear Mr. Grandia:

The purpose of this Engagement Agreement (the "Agreement") is to disclose and memorialize the terms and conditions under which services will be rendered by Ahlers & Cooney, P.C. as bond and disclosure counsel to the Marion County, Iowa (the "Issuer") in connection with the issuance of the above referenced proposed issue (the "Bonds"). In addition, we understand the Issuer does not expect to obtain advice from a Municipal Advisor registered with the Municipal Securities Rulemaking Board in connection with the structure, marketing, sale and issuance of the Bonds. While additional members of our firm may be involved in representing the Issuer on other matters unrelated to the Bonds, this Agreement relates to the agreed-upon scope of bond counsel and disclosure services described herein.

SCOPE OF ENGAGEMENT

Bond Counsel

In the role of Bond Counsel, we will provide the following services:

- (1) Subject to the completion of proceedings and execution of documents to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and enforceability of the Bonds, the source of payment and security for the Bonds, and the tax status of the Bonds for federal income tax purposes.
- (2) Prepare and review documents necessary or appropriate to the authorization, issuance and delivery of the Bonds, and coordinate the authorization and execution of such documents.

Marion County, Iowa
Bond and Disclosure Counsel Engagement
May 5, 2023
Page 2

- (3) Review legal issues relating to the structure of the Bond issue.
- (4) Review or prepare those sections of the official statement, private placement memorandum or other form of offering or disclosure document (the "Offering Documents") to be disseminated in connection with the sale of the Bonds that describe the terms of the Bonds, Iowa and federal law pertinent to the validity of the Bonds, the tax status of interest on the Bonds, and the Bond Opinion.
- (5) Upon request, assist the Issuer in presenting information to bond rating organizations and providers of credit enhancement relating to the issuance of Bonds.
- (6) Draft the Continuing Disclosure Certificate of the Issuer, if applicable.
- (7) File an appropriate Form 8038 with the IRS after Closing, if applicable.

As Bond Counsel, our examination will extend to the actions and approvals necessary to authorize the issuance and initial delivery of the Bonds to the original purchaser thereof. Our Bond Opinion does not extend to any re-offering of the Bonds by the original purchaser or other persons. The Bond Opinion will be delivered by us on the date the Bonds are exchanged for their purchase price (the "Closing") and will be based on facts and law existing as of its date. In rendering our Bond Opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the Issuer with applicable laws relating to the Bonds. During the course of this engagement, we will rely on the Issuer, and authorized officials, to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security.

Disclosure Counsel

In the role of Disclosure Counsel, we will work with the Issuer, including the officials, officers, and employees, the Underwriter, and other parties to this transaction to provide the following services:

- (1) Consult with Issuer officials, staff, Issuer counsel, and Underwriter (as applicable), concerning disclosure requirements, questions and issues relating to the initial issuance of Bonds and concerning continuing disclosure requirements.
- (2) Participate or attend, upon request, any meeting of the Issuer or Issuer's staff relating to disclosure matters that pertain to Issuer's issuance of Bonds.
- (3) Participate in the drafting of Issuer's Purchase Agreement for the negotiated sale of Bonds.

- (4) Participate in the drafting/review of the Issuer's preliminary and final official statements in connection with the offering of Bonds, with assistance of Issuer officials and staff (appendices are excluded from the scope of this Agreement).
- (5) Coordinate with the printing and delivery of the preliminary and final official statements.
- (6) Review all Bond documents prepared in connection with the issuance of Bonds to the extent such documents involve or affect disclosure matters.
- (7) Provide written advice to the Issuer at the time the Bonds are issued as described herein.
- (8) Consult with Issuer officials and staff through Closing regarding all matters relating to continuing disclosure requirements that pertain to the Bonds, specifically to include those imposed by Securities and Exchange Commission Rule 15c2-12.

Subject to the completion of proceedings to our satisfaction, we will render our written advice addressed to the Issuer stating that, in the course of our participation in the preparation of the Official Statement, no information has come to our attention which leads us to believe that the Official Statement (excluding the financial and demographic information or charts, engineering and statistical data, financial statements, statements of trends and forecasts, information concerning any bond insurance and The Depository Trust Company, included in the Official Statement, and in the Appendices, as to which we will not express any opinion or view) contains any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading. In rendering our advice, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. During the course of the engagement, we will rely on the Issuer's staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and their security, and the Official Statement.

The written advice rendered hereunder will be dated and executed and delivered by us at Closing and will be based on existing law as of its date. Upon delivery of our written advice, our responsibilities as Disclosure Counsel as outlined herein will conclude with respect to the Bonds.

COOPERATION

To enable us to provide effective representation, the Issuer agrees to: (1) disclose to us, fully and accurately and on a timely basis, all facts and documents that are or might be material or that we may request; (2) keep us apprised on a timely basis of all developments relating to the representation that are or might be material; (3) attend meetings, conferences, and other proceedings when it is reasonable to do so; and (4) cooperate fully with us in all matters relating to the engagement. During the course of this engagement, we will rely on the Issuer staff to provide us with complete and timely information on all developments pertaining to any aspect of the Bonds and the security for the Bonds, and the Official Statement.

LIMITATIONS

The duties covered by this engagement are limited to those expressly set forth above. Our fee *does not* include the following services, or any other matter not required to render our Bond Opinion or written advice as Disclosure Counsel:

- (a) Preparing requests for tax rulings from the Internal Revenue Service, or "no action" letters from the Securities and Exchange Commission.
- (b) Drafting state constitutional or legislative amendments.
- (c) Pursuing test cases or other litigation, such as contested validation proceedings.
- (d) Representing the Issuer in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (e) After Closing, providing continuing advice to the Issuer or any other party concerning actions necessary to assure that interest paid on the Bonds will continue to be excludable from gross income for federal income tax purposes (e.g. this Bond Counsel engagement for the Bonds does not include rebate calculations, nor continuing post-issuance compliance activities).
- (f) Opining on a continuing disclosure undertaking pertaining to the Bonds and, after the execution and delivery of the Bonds, providing advice concerning any actions necessary to assure compliance with any continuing disclosure requirements;
- (g) After Closing, providing continuing advice to the Issuer or any other party concerning disclosure issues or questions that relate to the Bonds, e.g., questions regarding actions necessary to assure fulfillment of continuing disclosure responsibilities.

We will provide one or more of the services listed in (a)–(g) upon your request, however, a separate, written engagement will be required before we assume one or more of these duties. The remaining services in this list, specifically those listed in subparts (h)–(i) below, are not included in this Agreement, nor will they be provided by us at any time.

- (h) Providing any advice, opinion or representation as to the financial feasibility or the fiscal prudence of issuing the Bonds, the financial condition of the Issuer, or to any other aspect of the financing, such as the proposed financing structure, use of a financial advisor, or the investment of proceeds of the Bonds.
- (i) Acting as an underwriter, or otherwise marketing the Bonds.

- (j) Acting in a financial advisory role.
- (k) Preparing blue sky or investment surveys with respect to the Bonds.
- (l) Making an investigation or expressing any view as to the creditworthiness of the Issuer or of the Bonds.

ATTORNEY-CLIENT RELATIONSHIP

Upon execution of this Agreement, the Issuer will be our client and an attorney-client relationship will exist between us with respect to the issuance of the Bonds. We assume that all other parties will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. We further assume that all parties understand that in this transaction we represent only the Issuer, we are not counsel to any other party, and we are not acting as an intermediary among the parties. Our services are limited to those contracted for in this Agreement; the Issuer's execution of this Agreement will constitute an acknowledgement of those limitations. Our representation of the Issuer will not affect, however, our responsibility to render an objective Bond Opinion or written advice as Disclosure Counsel.

Our representation of the Issuer and the attorney-client relationship created by this Agreement with respect to a series of Bonds will be concluded upon issuance of such Bonds. Nevertheless, subsequent to Closing, we will mail the appropriate completed Internal Revenue Service Form 8038 and prepare and distribute to the participants in the transaction a transcript of the proceedings pertaining to the Bonds.

OTHER REPRESENTATIONS

As you are aware, our firm represents many political subdivisions, companies and individuals. It is possible that during the time that we are representing the Issuer, one or more of our present or future clients will have transactions with the Issuer. We do not believe such representation, if it occurs, will adversely affect our ability to represent you as provided in this Agreement, either because such matters will be sufficiently different from the issuance of the Bonds so as to make such representations not adverse to our representation of you, or because the potential for such adversity is remote or minor and outweighed by the consideration that it is unlikely that advice given to the other client will be relevant to any aspect of the issuance of the Bonds. We will decline to participate in any matter where the interests of our clients, including the Issuer, may differ to the point where separate representation is advisable. The firm historically has arranged its practice to hold such occasions to a minimum, and intends to continue doing so. Execution of this Agreement will signify the Issuer's consent to our representation of others consistent with the circumstances described in this paragraph.

FEES

We will charge a flat fee for the services we render under this Agreement for Bonds upon which we give a Bond Opinion and written advice as Disclosure Counsel, as described herein. Based on the information available to us regarding the Bonds, our combined Bond Counsel fee and Disclosure Counsel fee will be a flat fee of \$26,500. The fees described herein will be based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this Agreement; (iii) the time we anticipate devoting to the financing; and (iv) the responsibilities we will assume in connection therewith. It is anticipated that our fees will be capitalized into the Bond issue. If, at any time, we believe that circumstances require an adjustment of our fee, we will advise the finance team. Such adjustment might be necessary in the event: (a) the principal amount of Bonds actually issued differs significantly from the amount anticipated at the time we initially estimated our fee; (b) material changes in the structure or schedule of the financing occur; or (c) unusual or unforeseen circumstances arise which require a significant increase or decrease in our time or responsibility. It is not anticipated that it will be necessary for us to personally attend meetings in order to provide the services outlined above but we will do so in the event that circumstances require.

In addition to the fees for Bond Counsel and Disclosure Counsel services rendered, we will bill for all customary client charges made or incurred on your behalf, such as travel costs reimbursement, photocopying, deliveries, computer-assisted research, bond printing, and other related expenses. We estimate that such charges will not exceed \$750 per issue of Bonds. We will contact you prior to incurring expenses that exceed this amount.

The delivery of written advice, or opinions beyond the Bond Opinion, to third parties at the request of the Issuer with respect to a series of Bonds shall be subject to a separate opinion charge in an amount established at the time of the request.

Billing Matters:

We will submit a summary invoice for the professional services described herein after Closing. In the event of a substantial delay in completing the financing, we reserve the right to present an interim statement for payment. Unless other arrangements have been agreed upon in advance, we anticipate our statements to be paid in full within thirty (30) days of receipt.

If, for any reason, the Bonds are not issued or are completed without the delivery of our Bond Opinion or written advice as Disclosure Counsel, or our services are otherwise terminated prior to Closing, we will expect to be compensated at our normal hourly rates, plus client charges, as described above (not to exceed the fee we would have received if we had rendered our Bond Opinion and written advice as Disclosure Counsel). My current hourly rate is \$470. Work performed by other attorneys will be billed at their current hourly rate. Associate attorneys begin at \$225, and work by legal assistants will be billed at \$135. The hourly rates reflected herein are subject to our periodic review and adjustment by us – typically annually effective January 1.



Other Advice:

If requested, we will maintain one or more separate accounts for periodic services rendered to the Issuer in connection with other matters unrelated to any particular Bond financing. Such services may involve the rendering of advice, opinions or other assistance in connection with such issues including, but not limited to (i) financing alternatives in connection with a particular project, (ii) compliance with lending programs, (iii) the impact of specified actions on tax-exempt status of outstanding Bonds, or (iv) other matters the Issuer may seek advice or guidance upon. Billings for such separate services will be based on our standard hourly rate of the individual attorney performing the services.

RECORDS

In the interest of facilitating our services to you, we may send documents, information or data electronically or via the Internet or store electronic documents or data via computer software applications hosted remotely or utilize cloud-based storage. Your confidential electronic documents or data may be transmitted or stored using these methods. We may use third party service providers to store or transmit these documents or data. In using these electronic communication and storage methods, we employ reasonable efforts to keep such communications, documents and data secure in accordance with our obligations under applicable laws, regulations, and professional standards; however, you recognize and accept that we have no control over the unauthorized interception or breach of any communications, documents or data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us or by our third party vendors. By your acceptance of this letter, you consent to our use of these electronic devices and applications and submission of confidential client information to or through third party service providers during this engagement.

At your request, papers and property furnished by you will be returned promptly upon receipt of payment for outstanding fees and client charges. Our own files, including lawyer work product, pertaining to the transaction 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. It is our practice to retain transcripts for each financing for at least the life of the Bonds. You will be notified prior to destruction of our file, and will have the option to request them, should you desire.

[This space intentionally left blank – approval to follow]



Please carefully review the terms and conditions of this Agreement. *If the above correctly reflects our mutual understanding, please so indicate by returning a signed and dated copy of this letter, retaining the original for your file.*

If you have questions regarding any aspect of the above or our representation as Bond Counsel or Disclosure Counsel, please do not hesitate to contact me.

Very truly yours,

AHLERS & COONEY, P.C.

By

/s/ *Steven M. Nadel*

Steven M. Nadel

SMN:im

Accepted:

Marion County, Iowa *

By: _____ Date: _____

*Approved by action of the governing body on _____, 2023.

02201152-1019431-011

13. Resolution 2023-54:

Resolution Fixing Date for a Meeting on the Authorization of a Loan Agreement and the Issuance of Not to Exceed \$2,750,000 General Obligation Capital Loan Notes of Marion County, State of Iowa (For Essential County Urban Renewal Purpose),and Providing for Publication of Notice Thereof.



Board Member _____ introduced the following Resolution entitled "RESOLUTION **2023-54** FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$2,750,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF MARION COUNTY, STATE OF IOWA (FOR ESSENTIAL COUNTY URBAN RENEWAL PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF", and moved that the same be adopted. Board Member _____ seconded the motion to adopt. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Chairperson declared the resolution duly adopted as follows:

RESOLUTION **2023-54** FIXING DATE FOR A MEETING ON THE AUTHORIZATION OF A LOAN AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED \$2,750,000 GENERAL OBLIGATION CAPITAL LOAN NOTES OF MARION COUNTY, STATE OF IOWA (FOR ESSENTIAL COUNTY URBAN RENEWAL PURPOSES), AND PROVIDING FOR PUBLICATION OF NOTICE THEREOF

WHEREAS, by Resolution No. **2023-54**, adopted May 9, 2023, this Board found and determined that certain areas located within the County are eligible and should be designated as an urban renewal area under Iowa law, and approved and adopted the Adkins Urban Renewal Plan (the "Plan") for the Adkins Urban Renewal Area (the "Area" or "Urban Renewal Area"); and

WHEREAS, it is deemed necessary and advisable that Marion County, State of Iowa, should provide for the authorization of a Loan Agreement and issuance of General Obligation Capital Loan Notes, to the amount of not to exceed \$2,750,000, as authorized by Sections 331.402, 331.443 and 403.12, of the Code of Iowa, for the purpose of providing funds to pay costs of carrying out essential county urban renewal purpose project(s) as hereinafter described; and

WHEREAS, the Loan Agreement and Notes shall be payable from the Debt Service Fund; and

WHEREAS, before a Loan Agreement may be authorized and General Obligation Capital Loan Notes, issued to evidence the obligation of the County thereunder, it is necessary to comply

with the provisions of the Code of Iowa, as amended, and to publish a notice of the proposal and of the time and place of the meeting at which the Board proposes to take action for the authorization of the Loan Agreement and Notes and to receive oral and/or written objections from any resident or property owner of the County to such action.

WHEREAS, before notes may be issued, it is necessary to comply with the procedural requirements of Chapters 331 and 403 of the Code of Iowa, and to publish a notice of the proposal to issue such notes and the right to petition for an election.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF MARION COUNTY, STATE OF IOWA:

Section 1. That this Board meet in the Meeting Room, 3014 East Main Street, Knoxville, Iowa, at 9:00 A.M., on the 23rd day of May, 2023, for the purpose of taking action on the matter of the authorization of a Loan Agreement and issuance of not to exceed \$2,750,000 General Obligation Capital Loan Notes, for essential county urban renewal purposes, the proceeds of which notes will be used to provide funds to pay the costs of aiding of the planning, undertaking, and carrying out of urban renewal projects in the Adkins Urban Renewal Plan for the Adkins Urban Renewal Area under the authority of chapter 403, including a contribution to the City of Pleasantville in the total amount of \$2,031,025 for a portion of the cost of the construction and installation of Iowa Highway 5 north bound offset left turn lane, Iowa 5 Highway northbound offset right turn lane, Iowa Highway 5 southbound offset left turn lane, Iowa Highway 5 southbound offset right turn lane, improvements to West Pleasant Street and the unnamed street that intersects therewith, and associated water mains, sanitary sewer infrastructure, storm sewer infrastructure, and traffic control devices.

Section 2. The Auditor is authorized and directed to proceed on behalf of the County with the negotiation of terms of a Loan Agreement and the issuance of General Obligation Capital Loan Notes, evidencing the County's obligations to a principal amount of not to exceed \$2,750,000, to select a date for the final approval thereof, to cause to be prepared such notice and sale information as may appear appropriate, to publish and distribute the same on behalf of the County and this Board and otherwise to take all action necessary to permit the completion of a loan on a basis favorable to the County and acceptable to the Board.

Section 3. That the Auditor is hereby directed to cause at least one publication to be made of a notice of the meeting, in a legal newspaper, printed wholly in the English language, published at least once weekly, and having general circulation in the County. The publication to be not less than ten clear days nor more than twenty days before the date of the public meeting on the issuance of the Notes.

Section 4. The notice of the proposed action to issue notes shall be in substantially the following form:



(To be published on or before: May 12, 2023)

NOTICE OF MEETING OF THE BOARD OF SUPERVISORS
OF MARION COUNTY, STATE OF IOWA, ON THE MATTER
OF THE PROPOSED AUTHORIZATION OF A LOAN
AGREEMENT AND THE ISSUANCE OF NOT TO EXCEED
\$2,750,000 GENERAL OBLIGATION CAPITAL LOAN NOTES
OF THE COUNTY (FOR ESSENTIAL COUNTY URBAN
RENEWAL PURPOSES), AND THE HEARING ON THE
ISSUANCE THEREOF

PUBLIC NOTICE is hereby given that the Board of Supervisors of Marion County, State of Iowa, will hold a public hearing on the 23rd day of May, 2023, at 9:00 A.M., in the Meeting Room, 3014 East Main Street, Knoxville, Iowa, at which meeting the Board proposes to take additional action for the authorization of a Loan Agreement and the issuance of not to exceed \$2,750,000 General Obligation Capital Loan Notes, for essential county urban renewal purposes, to provide funds to pay the costs of aiding of the planning, undertaking, and carrying out of urban renewal projects in the Adkins Urban Renewal Plan for the Adkins Urban Renewal Area under the authority of chapter 403, including a contribution to the City of Pleasantville in the total amount of \$2,031,025 for a portion of the cost of the construction and installation of Iowa Highway 5 north bound offset left turn lane, Iowa 5 Highway northbound offset right turn lane, Iowa Highway 5 southbound offset left turn lane, Iowa Highway 5 southbound offset right turn lane, improvements to West Pleasant Street and the unnamed street that intersects therewith, and associated water mains, sanitary sewer infrastructure, storm sewer infrastructure, and traffic control devices. Principal and interest on the proposed Loan Agreement will be payable from the Debt Service Fund.

At any time before the date of the meeting, a petition, asking that the question of issuing such Notes be submitted to the legal voters of the County, may be filed with the Auditor of the County, including the drop box at the south entrance of the Marion County Courthouse, 214 E Main St, Knoxville, Iowa during non-business hours, in the manner provided by Section 331.306 of the Code of Iowa, pursuant to the provisions of Sections 331.402, 331.441(2)(b)(14), 331.443 and 403.12 of the Code of Iowa.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of the County to the above action. After all objections have been received and considered, the Board will at the meeting or at any adjournment thereof, take additional action for the authorization of a Loan Agreement and the issuance of the Notes to evidence the obligation of the County thereunder or will abandon the proposal to issue said Notes.

This notice is given by order of the Board of Supervisors of Marion County, State of Iowa, as provided by Chapters 331 and 403 of the Code of Iowa.

Dated this _____ day of _____, 2023.

County Auditor, Marion County, State of Iowa

(End of Notice)



PASSED AND APPROVED this _____ day of _____, 2023.

Chairperson

ATTEST:

County Auditor

CERTIFICATE

STATE OF IOWA

)

) SS

COUNTY OF MARION

)

I, the undersigned County Auditor of Marion County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective County offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2023.

County Auditor, Marion County, State of Iowa

(SEAL)

02200866-1\19431-011



14. Public Hearing:

Public Hearing of the Marion County Board of Supervisors in the State of Iowa, on the Matter of the Proposal to Enter Into an Amended and Restated 28E Agreement with the City of Knoxville, Iowa, and the Hearing Theron.



(One publication required)

NOTICE OF PUBLIC HEARING OF THE MARION COUNTY
BOARD OF SUPERVISORS IN THE STATE OF IOWA, ON THE
MATTER OF THE PROPOSAL TO ENTER INTO AN
AMENDED AND RESTATED 28E AGREEMENT WITH THE
CITY OF KNOXVILLE, IOWA, AND THE HEARING
THEREON

The Board of Supervisors of Marion County, State of Iowa (the "County"), will hold a public hearing before itself at its meeting which commences at 9:00 A.M. on May 9, 2023 in the Board Conference Room, 3014 East Main, Knoxville, Iowa, at which meeting the Council proposes to take action on the proposal to enter into an amended and restated 28E Agreement (the "Agreement") with the City of Knoxville, Iowa (the "City").

The County and the City previously entered into a 28E Agreement dated June 29, 2021 (the "Original Agreement") in connection with the redevelopment of the veteran's affairs property (the "Project").

Pursuant to the terms of the proposed Agreement, the County and the City intend to amend and restate the Original Agreement to better facilitate completion of the Project. Specifically, the changes to the Original Agreement contemplate that the County will transfer portions of the veteran's affairs property to the City, and the City would then be obligated to complete Infrastructure Improvements thereon and sell any non-right-of-way parcels to developers consistent with the terms of the Agreement.

A copy of the Agreement is on file for public inspection in the office of the County Auditor, 214 East Main, Knoxville, Iowa.

At the above meeting the Board shall receive oral or written objections from any resident or property owner of said County, to the proposal to enter into the Agreement with the City. After all objections have been received and considered, the Board will at this meeting or at any adjournment thereof, take additional action on the proposal or will abandon the proposal to authorize said Agreement.

This Notice is provided pursuant to Section 331.301(5), Code of Iowa.

Dated this 26th day of April, 2023.

Jake Grandia
County Auditor, Marion County, State of Iowa

(End of Notice)



15. Resolution 2023-55:

Resolution Ratifying, Confirming and Approving Publication of Notice of Public Hearing and Approving and Authorizing Execution of an Amended and Restated 28E Agreement By and Between Marion County, Iowa and the City of Knoxville, Iowa.



ITEMS TO INCLUDE ON AGENDA

MARION COUNTY, IOWA

May 9, 2023

9:00 A.M.

28E Agreement with the City of Knoxville, Iowa

- Public hearing on the proposal to enter into an Amended and Restated 28E Agreement with the City of Knoxville, Iowa
- Resolution ratifying, confirming and approving publication of notice of public hearing and approving and authorizing execution of an Amended and Restated 28E Agreement with the City of Knoxville, Iowa

IMPORTANT INFORMATION

1. The above agenda items should be included, along with any other agenda items, in the meeting agenda. The agenda should be posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the body holding the meeting. If no such office exists, the notice must be posted at the building in which the meeting is to be held.
2. If you do not now have a bulletin board designated as above mentioned, designate one and establish a uniform policy of posting your notices of meeting and tentative agenda.
3. Notice and tentative agenda must be posted at least 24 hours prior to the commencement of the meeting.

NOTICE MUST BE GIVEN PURSUANT TO CHAPTER 21,
CODE OF IOWA, AND THE LOCAL RULES OF THE
COUNTY.

May 9, 2023

The Board of Supervisors of Marion County, State of Iowa, met in _____ session, in the Board Conference Room, 3014 East Main, Knoxville, Iowa, at 9:00 A.M., on the above date. There were present Chairperson _____, in the chair, and the following named Board Members:

Absent: _____

Vacant: _____

The Chairperson announced that this was the time and place for the public hearing and meeting on the matter of the proposal to approve and authorize execution of an Amended and Restated 28E Agreement by and between Marion County and the City of Knoxville, Iowa, and that notice of the proposed action by the Board to enter into said Agreement had been published pursuant to the provisions of Section 331.301(5), Code of Iowa.

The Chairperson then asked the Auditor whether any written objections had been filed by any County resident or property owner to the proposed action. The Auditor advised the Chairperson and the Board that _____ written objections had been filed. The Chairperson then called for oral objections and _____ were made. Whereupon, the Chairperson declared the time for receiving oral and written objections to be closed.

(Attach here a summary of objections received or made, if any)

The Board then considered the proposed action and the extent of objections thereto.

Whereupon, Board Member _____ introduced and delivered to the Auditor the Resolution hereinafter set out entitled "RESOLUTION 2023-55 RATIFYING, CONFIRMING AND APPROVING PUBLICATION OF NOTICE OF PUBLIC HEARING AND APPROVING AND AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED 28E AGREEMENT BY AND BETWEEN MARION COUNTY, IOWA AND THE CITY OF KNOXVILLE, IOWA", and moved:

- ☐ that the Resolution be adopted.
- ☐ to defer action on the Resolution and the proposal to the meeting to be held at _____ M. on the _____ day of _____, 2023, at this place.

Board Member _____ seconded the motion. The roll was called and the vote was,

AYES: _____

NAYS: _____

Whereupon, the Chairperson declared the measure duly adopted.

RESOLUTION NO. 2023-55

RESOLUTION RATIFYING, CONFIRMING AND APPROVING PUBLICATION OF NOTICE OF PUBLIC HEARING AND APPROVING AND AUTHORIZING EXECUTION OF AN AMENDED AND RESTATED 28E AGREEMENT BY AND BETWEEN MARION COUNTY, IOWA AND THE CITY OF KNOXVILLE, IOWA

WHEREAS, Chapter 28E of the Code of Iowa permits local governments in Iowa to enter into agreements for the undertaking of projects of mutual advantage; and

WHEREAS, the Marion County, Iowa ("County") and the City of Knoxville, Iowa ("City") previously entered into a 28E Agreement dated June 29, 2021 ("Original Agreement"), in connection with the redevelopment of the veteran's affairs property (the "Project"); and

WHEREAS, the County and City desire to amend the Original Agreement (the "Agreement") to amend and restate the Original Agreement to better facilitate completion of the Project; and

WHEREAS, County staff has caused publication to be made of a notice of the proposal to enter into the Agreement and of the time and place of this meeting at which it is proposed to take action on the authorization of the Agreement and to receive oral and/or written objections from any resident or property owner of said County to such action; and

WHEREAS, pursuant to said notice, which notice is hereby ratified by the Board of Supervisors, this Board has held a public meeting and hearing upon the proposal to approve and authorize execution of the Agreement and has considered the extent of objections received from residents or property owners as to said proposed Agreement, and, accordingly, the following action is now considered to be in the best interests of the County and residents thereof.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF SUPERVISORS OF MARION COUNTY, STATE OF IOWA:

Section 1. That the form and content of the Agreement, the provisions of which are incorporated herein by reference, be and the same hereby are in all respects authorized, approved and confirmed, and the Chairperson and the County Auditor be and they hereby are authorized, empowered and directed to execute, attest, seal and deliver the Agreement for and on behalf of the County in substantially the form and content now before this meeting, but with such changes, modifications, additions or deletions therein as shall be approved by such officers.

Section 2. That following execution of the Agreement, the County Auditor shall ensure that the Agreement is filed with the Iowa Secretary of State's office in conformance with Iowa Code Section 28E.8.

Section 3. That from and after execution of the Agreement, the Chairperson and the County Auditor are hereby authorized, empowered and directed to do all such acts and things and to

execute all such documents as may be necessary to carry out and comply with the provisions of the Agreement as executed.

PASSED AND APPROVED this 9th day of May, 2023.

Chairperson, Board of Supervisors

ATTEST:

County Auditor



CERTIFICATE

STATE OF IOWA)
) SS
COUNTY OF MARION COUNTY)

I, the undersigned County Auditor of Marion County, State of Iowa, do hereby certify that attached is a true and complete copy of the portion of the records of the County showing proceedings of the Board, and the same is a true and complete copy of the action taken by the Board with respect to the matter at the meeting held on the date indicated in the attachment, which proceedings remain in full force and effect, and have not been amended or rescinded in any way; that meeting and all action thereat was duly and publicly held in accordance with a notice of meeting and tentative agenda, a copy of which was timely served on each member of the Board and posted on a bulletin board or other prominent place easily accessible to the public and clearly designated for that purpose at the principal office of the Board pursuant to the local rules of the Board and the provisions of Chapter 21, Code of Iowa, upon reasonable advance notice to the public and media at least twenty-four hours prior to the commencement of the meeting as required by law and with members of the public present in attendance; I further certify that the individuals named therein were on the date thereof duly and lawfully possessed of their respective county offices as indicated therein, that no Board vacancy existed except as may be stated in the proceedings, and that no controversy or litigation is pending, prayed or threatened involving the incorporation, organization, existence or boundaries of the County or the right of the individuals named therein as officers to their respective positions.

WITNESS my hand and the seal of the Board hereto affixed this _____ day of _____, 2023.

County Auditor, Marion County, State of Iowa

(SEAL)

02194506-1\19431-006

16. Discussion/action:

- Letter of Support – Origin Homes – Iowa Economic Development Application





Marion County Board of Supervisors
3014 E Main St
Knoxville IA 50138

WEB: marioncountyiowa.gov

Kisha Jahner, Chair
Mark Raymie
Steve Mc Combs

May 9, 2023

Iowa Economic Development
1963 Bell Avenue, Des Moines, Iowa 50315

**Re: Origin Homes' 2023 Workforce Housing Tax Credit Application
Knoxville Veterans District, Phase I, Lots 29-33**

To whom it may concern:

Please accept Marion County's letter of support for Origin Homes' Workforce Housing Tax Credit Application in the new Veterans District.

Marion County acquired the 150+ acre, former VA Hospital campus from the Federal Government in 2020. As part of a 28E Agreement with the City of Knoxville, Marion County has invested in excess of \$10 million to demolish more than thirty abandoned buildings and remove obsolete infrastructure on the site. Demolition work was completed in 2021.

The City of Knoxville is now investing over \$5 million in the development of Veterans Park, a trail system connecting the park both to the Knoxville Raceway and the Marion County Campground, and the development of a 34-lot, Phase I subdivision. This work will be completed by August 31 of this year.

The purpose of the joint County-City project is to develop all 150 acres primarily for housing. The County and City have made an unprecedented economic development investment in the Veterans District, but the community benefits can only be realized through private investment in the construction of homes.

Origin Homes is buying 5 lots in Phase I to build single family homes. The remaining 29 lots will be offered for sale this month. The Origin project will contribute significantly to the momentum that is needed to advance the project by providing early construction in the District.

As you may know, more employees commute to work in Knoxville than leave for work elsewhere. Knoxville has had an extreme shortage of housing lots and the opportunity to accommodate new residences in the Veterans District is an essential part of Marion County's economic development strategy.

We would ask you to approve Origin's Workforce Housing Tax Credit Application.

Sincerely,

Kisha Jahner
Marion County Board of Supervisor



17. Discussion/action:

Annual Review – Zoning Director Missy Poffenbarger



18. Discussion/action:

Annual Review – Facilities Director Chris Nesteby



19. Closed Session

- a. Authorize: Closed Session pursuant to Iowa Code Chapter 21.5(1)(i)
- b. Reconvene from Closed Session
- c. Action as necessary from Closed Session



20. Board of Supervisor Updates



VII. BOARD OF SUPERVISOR ADJOURNMENT

