

HEARING AND APPROVAL OF 2017  
AMENDMENT TO THE CENTRAL  
CORRIDOR URBAN RENEWAL AREA

419241-56

Marion, Iowa

February 9, 2017

The City Council of the City of Marion, Iowa, met on February 9, 2017, at 5:30 o'clock, p.m., at the Marion City Hall, in the City for the purpose of conducting a public hearing on an urban renewal plan amendment. The Mayor presided and the roll being called the following members of the Council were present and absent:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on a proposed urban renewal plan amendment had been published according to law and as directed by the Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

**(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)**

There being no further objections, comments, or evidence offered, the Mayor announced the hearing closed.

Council Member \_\_\_\_\_ moved the adoption of a resolution entitled “Resolution to Approve Urban Renewal Plan Amendment for the Central Corridor Urban Renewal Area”, seconded by Council Member \_\_\_\_\_. After due consideration, the Mayor put the question on the motion and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the resolution duly adopted and signed approval thereto.

RESOLUTION NO. \_\_\_\_\_

Resolution to Approve Urban Renewal Plan Amendment for the Central Corridor  
Urban Renewal Area

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

WHEREAS, an amendment (the “Amendment”) to the Plan has been prepared which (1) covers the addition of the Property to the Urban Renewal Area; and (2) authorizes the undertaking of additional projects in the Urban Renewal Area consisting of (a) providing tax increment financing support to Emerson Mattress, Inc. in connection with the construction of a new commercial building situated at 2525 7th Avenue for leasing to Lebeda; (b) providing tax increment financing support to AIS Properties, Inc. d/b/a Restoration Dental in connection with the renovation, ADA improvements, and public safety improvements of a historic building situated at 1180 7th Avenue; (c) providing tax increment financing support to Arnold Property Group, LLC d/b/a GameOn in connection with the renovation, ADA updating, preservation and use of a historic building situated at 1048 7th Avenue; and (d) land acquisition and provision of municipal parking lot improvements; and

WHEREAS, notice of a public hearing by the City Council of the City on the question of the proposed Amendment was heretofore given in strict compliance with the provisions of Chapter 403 of the Code of Iowa, and the Council has conducted said hearing on February 9, 2017; and

WHEREAS, copies of the urban renewal plan amendment, notice of public hearing and notice of a consultation meeting with respect to the Amendment were mailed to Linn County and the Marion Independent School District; the consultation meeting was held on the \_\_\_ day of \_\_\_\_\_, 2017; and responses to any comments or recommendations received following the consultation meeting were made as required by law;

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

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

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

A. The proposed Amendment and the projects and initiatives described therein conform to the general plan of the municipality as a whole;

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

C. The proposed blight alleviation and prevention projects described in the Amendment are necessary to restore the property situated in the Urban Renewal Area to its highest and best use and to prevent the spread of blighted conditions in the Urban Renewal Area.

D. The City will not displace families in connection with the projects to be undertaken in the Urban Renewal Area.

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

Passed and approved February 9, 2017.

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Mayor

Attest:

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City Clerk

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

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Upon motion and vote, the meeting adjourned.

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Mayor

Attest:

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City Clerk

STATE OF IOWA  
COUNTY OF LINN           SS:  
CITY OF MARION

I, the undersigned, do hereby certify that I am the duly appointed, qualified and acting City Clerk of the City of Marion, and that as such I have in my possession or have access to the complete corporate records of the City and of its officers; and that I have carefully compared the transcript hereto attached with the aforesaid records and that the attached is a true, correct and complete copy of the corporate records relating to the action taken by the City Council preliminary to and in connection with approving and urban renewal plan amendment for the Central Corridor Urban Renewal Area in the City.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

SET DATE FOR HEARING ON  
DEVELOPMENT AGREEMENT AND  
TAX INCREMENT PAYMENTS

(Emerson Mattress, Inc.)

419241-New

Marion, Iowa

February 9, 2017

A meeting of the City Council of the City of Marion, Iowa, was held at \_\_\_\_\_ o'clock  
\_\_m., on February 9, 2017, at the \_\_\_\_\_, Marion, Iowa, pursuant to  
the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as  
follows:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

Council Member \_\_\_\_\_ introduced the resolution next hereinafter  
set out and moved its adoption, seconded by Council Member \_\_\_\_\_; and  
after due consideration thereof by the City Council, the Mayor put the question upon the adoption  
of said resolution, and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION NO. \_\_\_\_\_

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Emerson Mattress, Inc., Including Annual Appropriation Tax Increment Payments in an Amount not to Exceed \$315,000

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

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

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with Emerson Mattress, Inc. (the “Company”) in connection with the construction of a new building on certain real property situated at 2525 7<sup>th</sup> Avenue in the Urban Renewal Area for leasing to Lebeda Mattress Factory; and

WHEREAS, the Development Agreement would provide financial incentives to the Company in the form of annual appropriation incremental property tax payments in an amount not to exceed \$315,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Marion, Iowa, as follows:

Section 1. This City Council shall meet on February 23, 2017, at 5:30p.m., at the Marion City Hall, located at 1225 6<sup>th</sup> Avenue, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:



NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH  
EMERSON MATTRESS, INC. AND AUTHORIZATION OF ANNUAL APPROPRIATION  
TAX INCREMENT PAYMENTS

The City Council of the City of Marion, Iowa, will meet at the Marion City Hall, located at 1225 6<sup>th</sup> Avenue, on February 23, 2017, at 5:30p.m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Emerson Mattress, Inc. (the "Company"), in connection with the construction of a new building on certain real property situated at 2525 7<sup>th</sup> Avenue in the Central Corridor Urban Renewal Area for leasing to Lebeda Mattress Factory, which Agreement provides for certain financial incentives in the form of incremental property tax payments to the Company in a total amount not exceeding \$315,000 as authorized by Section 403.9 of the Code of Iowa.

The Agreement to make incremental property tax payments to the Company will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the Central Corridor Urban Renewal Area. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Marion, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Wesley Nelson  
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 9, 2017.

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Mayor

Attest:

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City Clerk

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On motion and vote the meeting adjourned.

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Mayor

Attest:

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City Clerk

STATE OF IOWA  
COUNTY OF LINN           SS:  
CITY OF MARION

I, the undersigned, City Clerk of the City of Marion, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

**(Attach here the publisher's original affidavit with clipping of the notice as published.)**

**(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)**

SET DATE FOR HEARING ON  
DEVELOPMENT AGREEMENT AND  
TAX INCREMENT PAYMENTS

(AIS Properties, Inc. d/b/a Restoration  
Dental)

419241-New

Marion, Iowa

February 9, 2017

A meeting of the City Council of the City of Marion, Iowa, was held at \_\_\_\_\_ o'clock  
\_\_m., on February 9, 2017, at the \_\_\_\_\_, Marion, Iowa, pursuant to  
the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as  
follows:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

Council Member \_\_\_\_\_ introduced the resolution next hereinafter  
set out and moved its adoption, seconded by Council Member \_\_\_\_\_; and  
after due consideration thereof by the City Council, the Mayor put the question upon the adoption  
of said resolution, and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION NO. \_\_\_\_\_

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with AIS Properties, Inc. d/b/a Restoration Dental, Including Annual Appropriation Tax Increment Payments in an Amount not to Exceed \$420,000

WHEREAS, the City of Marion, Iowa (the "City"), pursuant to and in strict compliance with all laws applicable to the City, and in particular the provisions of Chapter 403 of the Code of Iowa, has adopted an Urban Renewal Plan for the Central Corridor Urban Renewal Area (the "Urban Renewal Area"); and

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

WHEREAS, the City proposes to enter into a certain development agreement (the "Development Agreement") with AIS Properties, Inc. d/b/a Restoration Dental (the "Developer") in connection with the renovation, ADA improvements, and public safety improvements of a historic building situated at 1180 7th Avenue; and

WHEREAS, the Development Agreement would provide financial incentives to the Developer in the form of annual appropriation incremental property tax payments in an amount not to exceed \$420,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Marion, Iowa, as follows:

Section 1. This City Council shall meet on February 23, 2017, at \_\_\_\_\_ o'clock \_\_\_\_\_.m., at the \_\_\_\_\_, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH AIS  
PROPERTIES, INC. D/B/A RESTORATION DENTAL AND AUTHORIZATION OF  
ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Marion, Iowa, will meet at the \_\_\_\_\_, on February 23, 2017, at \_\_\_\_\_ o'clock \_\_\_\_m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and AIS Properties, Inc. d/b/a Restoration Dental (the "Developer"), in connection with the renovation, ADA improvements, and public safety improvements of a historic building situated at 1180 7th Avenue in the Central Corridor Urban Renewal Area, which Agreement provides for certain financial incentives in the form of incremental property tax payments to the Developer in a total amount not exceeding \$420,000 as authorized by Section 403.9 of the Code of Iowa.

The Agreement to make incremental property tax payments to the Developer will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the Central Corridor Urban Renewal Area. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Marion, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Wesley Nelson  
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 9, 2017.

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Mayor

Attest:

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City Clerk

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On motion and vote the meeting adjourned.

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Mayor

Attest:

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City Clerk



STATE OF IOWA  
COUNTY OF LINN           SS:  
CITY OF MARION

I, the undersigned, City Clerk of the City of Marion, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

**(Attach here the publisher's original affidavit with clipping of the notice as published.)**

**(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)**

SET DATE FOR HEARING ON  
DEVELOPMENT AGREEMENT AND  
TAX INCREMENT PAYMENTS

(Arnold Property Group, LLC d/b/a  
GameOn)

419241-New

Marion, Iowa

February 9, 2017

A meeting of the City Council of the City of Marion, Iowa, was held at \_\_\_\_\_ o'clock  
\_\_m., on February 9, 2017, at the \_\_\_\_\_, Marion, Iowa, pursuant to  
the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as  
follows:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

Council Member \_\_\_\_\_ introduced the resolution next hereinafter  
set out and moved its adoption, seconded by Council Member \_\_\_\_\_; and  
after due consideration thereof by the City Council, the Mayor put the question upon the adoption  
of said resolution, and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

RESOLUTION NO. \_\_\_\_\_

Resolution Setting a Date of Meeting at Which it is Proposed to Approve a Development Agreement with Arnold Property Group, LLC d/b/a GameOn, Including Annual Appropriation Tax Increment Payments in an Amount not to Exceed \$45,000

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

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

WHEREAS, the City proposes to enter into a certain development agreement (the “Development Agreement”) with Arnold Property Group, LLC d/b/a GameOn (the “Developer”) in connection with the renovation, ADA updating, preservation and use of a historic building situated at 1048 7th Avenue in the Urban Renewal Area; and

WHEREAS, the Development Agreement would provide financial incentives to the Developer in the form of annual appropriation incremental property tax payments in an amount not to exceed \$45,000 under the authority of Section 403.9(1) of the Code of Iowa; and

WHEREAS, it is necessary to set a date for a public hearing on the Development Agreement, pursuant to Section 403.9 of the Code of Iowa;

NOW THEREFORE, IT IS RESOLVED by the City Council of the City of Marion, Iowa, as follows:

Section 1. This City Council shall meet on February 23, 2017, at \_\_\_\_\_ o’clock \_\_\_\_\_.m., at the \_\_\_\_\_, in the City, at which time and place proceedings will be instituted and action taken to approve the Development Agreement and to authorize the annual appropriation incremental property tax payments.

Section 2. The City Clerk is hereby directed to give notice of the proposed action, the time when and place where said meeting will be held, by publication at least once not less than four days and not more than twenty days before the date of said meeting in a legal newspaper of general circulation in the City. Said notice shall be in substantially the following form:

NOTICE OF MEETING FOR APPROVAL OF DEVELOPMENT AGREEMENT WITH  
ARNOLD PROPERTY GROUP, LLC D/B/A GAMEON AND AUTHORIZATION OF  
ANNUAL APPROPRIATION TAX INCREMENT PAYMENTS

The City Council of the City of Marion, Iowa, will meet at the \_\_\_\_\_, on February 23, 2017, at \_\_\_\_\_ o'clock \_\_\_\_m., at which time and place proceedings will be instituted and action taken to approve a Development Agreement between the City and Arnold Property Group, LLC d/b/a GameOn (the "Developer"), in connection with the renovation, ADA updating, preservation and use of a historic building situated at 1048 7th Avenue in the Central Corridor Urban Renewal Area for use in the operations of a bar, which Agreement provides for certain financial incentives in the form of incremental property tax payments to the Developer in a total amount not exceeding \$45,000 as authorized by Section 403.9 of the Code of Iowa.

The Agreement to make incremental property tax payments to the Developer will not be a general obligation of the City, but will be payable solely and only from incremental property tax revenues generated within the Central Corridor Urban Renewal Area. Some or all of the payments under the Development Agreement may be made subject to annual appropriation by the City Council.

At the meeting, the City Council will receive oral or written objections from any resident or property owner of the City. Thereafter, the Council may, at the meeting or at an adjournment thereof, take additional action to approve the Development Agreement or may abandon the proposal.

This notice is given by order of the City Council of Marion, Iowa, in accordance with Section 403.9 of the Code of Iowa.

Wesley Nelson  
City Clerk

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall be in full force and effect immediately upon its adoption and approval, as provided by law.

Passed and approved February 9, 2017.

\_\_\_\_\_  
Mayor

Attest:

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

••••

On motion and vote the meeting adjourned.

\_\_\_\_\_  
Mayor

Attest:

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

STATE OF IOWA  
COUNTY OF LINN                   SS:  
CITY OF MARION

I, the undersigned, City Clerk of the City of Marion, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to the adoption of a resolution to fix a date of meeting at which it is proposed to take action to approve a Development Agreement.

I do further certify that the notice of hearing, to which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, was published on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this \_\_\_\_ day of \_\_\_\_\_, 2017.

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

**(Attach here the publisher's original affidavit with clipping of the notice as published.)**

**(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)**

February 3, 2017

**Via Email**

Lon Pluckhahn  
City Manager/City Hall  
Marion, IA

Re: Development Agreement (Arnold Property Group, LLC d/b/a GameOn)  
Our File No. 419241-New

Dear Lon:

Attached please find copies of proceedings to enable the City Council to act on February 9, 2017 to set February 23, 2017 as the date for a public hearing on the proposed Development Agreement with Arnold Property Group, LLC d/b/a GameOn, including the proposal for tax increment payments. A draft of the Development Agreement will follow soon for review and comment.

The notice of public hearing on the Agreement must be published once, not less than four (4) and not more than twenty (20) days prior to the City Council meeting at which the hearing will be held. The last day on which the notice can effectively be published is February 19, 2017. Please print an extra copy of the notice for delivery to the newspaper. Please insert the time and place of the hearing in both the resolution and the notice and fax a copy of the published notice to us at (515) 283-1060.

We will prepare and forward to you in time for the February 23, 2017 meeting the necessary proceedings to approve the Agreement.

We would appreciate receiving one fully executed copy of these proceedings as soon as they are available.

Please contact John Danos or me if you have questions.

Kind regards,

Amy Bjork

Attachments

cc: Wesley Nelson  
Amanda Kaufman

HOLD HEARING ON AND APPROVE  
AMENDED DEVELOPMENT  
AGREEMENT AND TAX INCREMENT  
PAYMENTS

(The Whitsett Group, Inc.)

419241-56

Marion, Iowa

February 9, 2017

A meeting of the City Council of the City of Marion, Iowa, was held at \_\_\_\_\_ o'clock \_\_.m., on February 9, 2017, at the \_\_\_\_\_, Marion, Iowa, pursuant to the rules of the Council.

The Mayor presided and the roll was called, showing members present and absent as follows:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The City Council investigated and found that notice of the intention of the Council to conduct a public hearing on an amended Development Agreement between the City and The Whitsett Group, Inc. (TWG) had been published according to law and as directed by the City Council and that this is the time and place at which the Council shall receive oral or written objections from any resident or property owner of the City. All written objections, statements, and evidence heretofore filed were reported to the Council, and all oral objections, statements, and all other exhibits presented were considered.

The following named persons presented oral objections, statements, or evidence as summarized below; filed written objections or statements, copies of which are attached hereto; or presented other exhibits, copies of which are attached hereto:

**(Here list all persons presenting written or oral statements or evidence and summarize each presentation.)**

There being no further objections or comments, the Mayor announced that the hearing was closed.



Council Member \_\_\_\_\_ introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member \_\_\_\_\_; and after due consideration thereof by the City Council, the Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared said resolution duly adopted, as follows:

## RESOLUTION \_\_\_\_\_

Resolution Approving an Amended Development Agreement with The Whitsett Group, Inc. (TWG), Authorizing Annual Appropriation Tax Increment Payments and Pledging Certain Tax Increment Revenues to the Payment of the Agreement

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

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

WHEREAS, the City has previously entered into a certain development agreement (the “Agreement”) with Landover Corporation (the “Original Developer”) in connection with the construction of a multifamily senior housing complex (the “Project”) on certain real property in the Urban Renewal Area for people of low and moderate income; and

WHEREAS, with the City’s consent, the Original Developer assigned all of its rights and responsibilities under the Development Agreement to Blairs Ferry Senior Apartments, L.P. (“Blairs Ferry”); and

WHEREAS, with the City’s consent, Blairs Ferry has assigned all of its rights and responsibilities under the Development Agreement to The Whitsett Group, Inc. (“TWG”); and

WHEREAS, the City and TWG now propose to amend the Agreement in order to increase the maximum amount of financial incentives available to TWG thereunder from \$650,000 to \$705,000; and

WHEREAS, an amended development agreement (the “Amended Agreement”) has been prepared to set forth the understanding of the City and TWG; and

WHEREAS, this City Council, pursuant to Section 403.9 of the Code of Iowa, has published notice, has held a public hearing on the Agreement on February 9, 2017, and has otherwise complied with statutory requirements for the approval of the Amended Agreement; and

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

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

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

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

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

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

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

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

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

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

Certain real property situated in the City of Marion, Linn County, State of Iowa more particularly described as follows:

Blair's Ferry Commercial Park Lots 1, 2 and 4 (locally known as the Bedzek Property)

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

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

Section 7. All resolutions or parts thereof in conflict herewith are hereby repealed.

Passed and approved February 9, 2017.

\_\_\_\_\_  
Mayor

Attest:

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

•••••

On motion and vote the meeting adjourned.

\_\_\_\_\_  
Mayor

Attest:

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

STATE OF IOWA  
COUNTY OF LINN  
CITY OF MARION

SS:

I, the undersigned, Clerk of the City of Marion, hereby certify that the foregoing is a true and correct copy of the minutes of the Council of the City relating to holding a public hearing and adopting a resolution to approve an amended Development Agreement.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

---

City Clerk

MINUTES OF MEETING TO SET  
HEARING DATE ON PROPOSED URBAN  
REVITALIZATION PLAN

(NRA) 419241-57

Marion, Iowa

February 9, 2017

A meeting of the City Council of Marion, Iowa, was held at \_\_\_\_\_ o'clock \_\_\_\_m., at the \_\_\_\_\_, in the City, on February 9, 2017. The Mayor presided and the roll was called, showing members present and absent as follows:

Present: \_\_\_\_\_

Absent: \_\_\_\_\_.

The City Council took up and considered the establishment of a proposed urban revitalization area and a proposed urban revitalization plan pursuant to Chapter 404, Code of Iowa. Whereupon, Council Member \_\_\_\_\_ moved the adoption of the resolution declaring necessity and providing for notice of hearing on proposed urban revitalization plan. The motion was seconded by Council Member \_\_\_\_\_, and passed by record vote as follows:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_.

Whereupon, the Mayor declared the resolution adopted as follows:

RESOLUTION NO. \_\_\_\_\_

Resolution Declaring Necessity and Providing for Notice of Hearing on Proposed Urban Revitalization Plan for the 2017 Multi-Residential Urban Revitalization Area

WHEREAS, pursuant to the provisions of Chapter 404, Code of Iowa (the “Act”) the City of Marion, Iowa (the “City”), may designate an area of the City as an urban revitalization area, if that area meets the criteria of Section 1 of the Act; and

WHEREAS, pursuant to the provisions of the Act, before designating an urban revitalization area, the City must prepare a proposed plan for the designated urban revitalization area, hold certain public hearings thereon, and otherwise comply with the procedures set forth in the Act; and

WHEREAS, it has been proposed that certain real property situated within the City (hereinafter referred to as the “2017 Multi-Residential Urban Revitalization Area”) be designated as a revitalization area pursuant to the Act, such 2017 Multi-Residential Urban Revitalization Area being legally described as set forth in the notice appearing as part of this resolution in Section 5 hereof; and

WHEREAS, a proposed plan (the “Proposed Plan”) for the 2017 Multi-Residential Urban Revitalization Area is being prepared for presentation to the City Council for consideration in accordance with the provisions of the Act;

WHEREAS, a “Certificate and Waiver” has been prepared for execution by the owner of the Property with respect to the mailed notice and second hearing rights under this Act;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Marion, Iowa, as follows:

Section 1. It is hereby found and determined:

(a) The proposed Revitalization Area is an area which is appropriate as an economic development area as defined in Section 403.17 of the Code of Iowa.

(b) The 2017 Multi-Residential Urban Revitalization Area is an area which is appropriate for public improvements related to housing and residential development, or construction of housing and residential development, including single or multifamily housing.

(c) The economic development and promotion of housing and residential development in the 2017 Multi-Residential Urban Revitalization Area is necessary in the interest of the public welfare of the residents of the City and the 2017 Multi-Residential Urban Revitalization Area substantially meets the criteria set forth in Section 404.1(4) of the Act.

(d) The Proposed Plan which shall be attached hereto as Exhibit A shall be prepared in accordance with the provisions of the Act.

Section 2. This City Council will meet at \_\_\_\_\_ o'clock \_\_.m., on February 23, 2017, at \_\_\_\_\_, in the City, at which time and place it will conduct a public hearing on the Proposed Plan and the designation of the 2017 Multi-Residential Urban Revitalization Area as an urban revitalization area pursuant to the Act.

Section 3. The City Clerk is hereby authorized and directed to present the Certificate and Waiver to the owner of the Property for execution and delivery to the City by no later than February 23, 2017.

Section 4. The City Clerk is hereby directed to give notice of such hearing by publication once, in a newspaper published at least once weekly and having general circulation in the City, not less than four and not more than twenty days before the date on which the hearing will be held.

Section 5. As authorized by the Act, this City Council hereby waives the mailing of notice to the "occupants" of city addresses located within the 2017 Multi-Residential Urban Revitalization Area, due to the lack of a reasonably current and complete address list and the finding of the Council that published notice will be sufficient to apprise such persons of the hearing.

Section 6. Such notice shall be in the form substantially, as follows:



NOTICE OF PUBLIC HEARING ON THE DESIGNATION OF THE  
2017 MULTI-RESIDENTIAL URBAN REVITALIZATION AREA AND THE  
ADOPTION OF A PLAN FOR SUCH REVITALIZATION AREA

NOTICE IS HEREBY GIVEN: That there is now on file for public inspection in the office of the City Clerk of Marion, Iowa, a proposed Urban Revitalization Plan (the "Plan") for the development of the property proposed for inclusion on the 2017 Multi-Residential Urban Revitalization Area (the "Area"), such property lying within the City and being described as follows:

Certain real property situated in the City of Marion, County of Linn, State of Iowa more particularly described as follows:

Downing Farms First Addition to the City of Marion, Linn County, Iowa.

The City Council will meet at \_\_\_\_\_ o'clock \_\_.m., on February 23, 2017, at the \_\_\_\_\_, Marion, Iowa, at which time a hearing will be held pursuant to the provisions of Chapter 404, Code of Iowa (the "Act") on the proposal to adopt the Plan and the proposal to establish the above described area as an urban revitalization area. At such public hearing all owners of record of real property, tenants, and all "occupants" of city addresses within the described area, and any other person having an interest in the matter may appear and be heard for or against the adoption of the Plan and/or the establishment of the Area.

Once the Area has been designated pursuant to the Act, property therein on which certain improvements are constructed may become eligible for certain property tax exemptions as set forth in the Plan which is on file for inspection in the office of the City Clerk.

Published by order of the City Council of the City of Marion, Iowa.

Wesley Nelson  
City Clerk

Section 6. All resolutions or parts of resolutions in conflict herewith are hereby repealed, to the extent of such conflict.

Passed and approved February 9, 2017.

---

Mayor

Attest:

---

City Clerk

•••••

There being no further business to come before the meeting, it was upon motion adjourned.

---

Mayor

Attest:

---

City Clerk

**ATTESTATION CERTIFICATE:**

STATE OF IOWA  
COUNTY OF LINN                   SS:  
CITY OF MARION

I, the undersigned, City Clerk of the City of Marion, Iowa, do hereby certify that the above and foregoing is a true, correct and complete copy of the minutes of a meeting of the City Council, held as therein shown, insofar as such minutes pertain to the establishment of the 2017 Multi-Residential Urban Revitalization Area and the proposed Urban Revitalization Plan therefor, including a true, correct and complete copy of the resolution referred to in said minutes.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

**PUBLICATION CERTIFICATE:**

STATE OF IOWA  
COUNTY OF LINN                   SS:  
CITY OF MARION

I, the undersigned, City Clerk of the City of Marion, Iowa, do hereby certify that I caused to be published a notice of public hearing, of which the printed slip attached to the publisher's original affidavit hereto attached is a true and complete copy, on the date and in the newspaper specified in such affidavit, which newspaper has a general circulation in the City.

WITNESS MY HAND this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

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

**(Attach hereto publisher's original affidavit of publication of notice with a clipping of the notice as published attached.)**

**(PLEASE NOTE: Do not sign and date this certificate until you have checked a copy of the published notice and have verified that it was published on the date indicated in the publisher's affidavit.)**

**ADDENDUM TO  
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR  
BETWEEN CITY OF MARION, IOWA AND  
RENAISSANCE RESTORATION, INC.**

THIS ADDENDUM AGREEMENT is hereby made and entered into by and between the City of Marion, Iowa (hereinafter “City” or “Owner”) and Renaissance Restoration, Inc. (hereinafter “Contractor”).

WHEREAS the City and Contractor entered into an Agreement, including all Agreements, Conditions of the Contract, Drawings, Specifications, Addenda issued prior to the execution of the Agreement, and other documents listed in the Agreement or Modifications to the Agreement, (hereinafter all collectively “Agreement”) on November 24, 2015 as it concerns the City of Marion Uptown Façade Revitalization project;

WHEREAS, there remains a punch list of items that have yet to be completed pursuant to the Agreement and which will be completed by Contractor in the coming months; and

WHEREAS, the City wishes to allow the owners of the properties covered by the Agreement the ability to undertake their own business related improvements to the properties as soon as possible, including during the period the Contractor completes the items included in the punch list.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. The attached punch list, dated January 11, 2017, details the punch list items to be completed by Contractor pursuant to the Revitalization project, including the specific property each item pertains to.

2. The attached punch list, and all contents and requirements, is incorporated into this Addendum as if fully set forth verbatim herein.

3. The one-year warranty and period for correction of Work detailed in Section 12.2.2 of the General Conditions of the Contract for Construction, incorporated into the Agreement, shall start upon the completion of the punch list items and their acceptance by the City. This includes all Work performed prior to the acceptance of the Work by the City and Substantial Completion of the Work.

4. The parties agree the Revitalization project should continue to be closed out as best as possible as originally agreed to other than the completion of the punch list items and those provisions of the Agreement impacted by the completion of the punch list items. If a conflict arises in which all or any part of the project and Agreement cannot be closed out because of the ongoing completion of punch list items, both parties agree to execute an additional addendum and work to resolve the conflict in a reasonable manner.

5. All other provisions of the Agreement not in conflict with this Addendum remain valid and are unaffected by this Addendum.

CITY OF MARION, IOWA

RENAISSANCE RESTORATION, INC.

\_\_\_\_\_  
Nicolas AbouAssaly, Mayor

  
\_\_\_\_\_  
by Terry W. Cole, President

ATTEST:

\_\_\_\_\_  
Wesley A. Nelson, City Clerk

COPIES TO:  Owner  Architect  Consultant  Contractor  Field  Attendees  Other:

---

ARCHITECT'S PROJECT NO:  
Construction Contract Date: November 24<sup>th</sup>,  
2015

Date: 1-11-2017

Owner: City of Marion  
**Project Name: Marion Downtown Façade  
Revitalization**

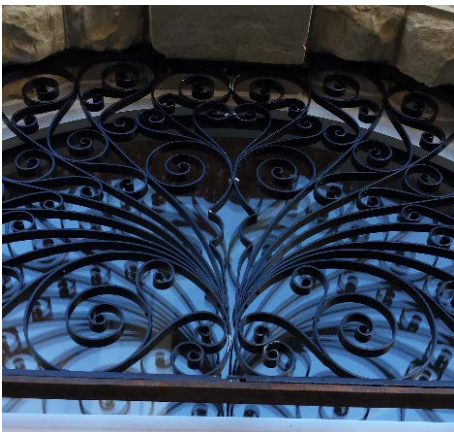
Project Location: Marion, IA

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**Items to be addressed at any time:**

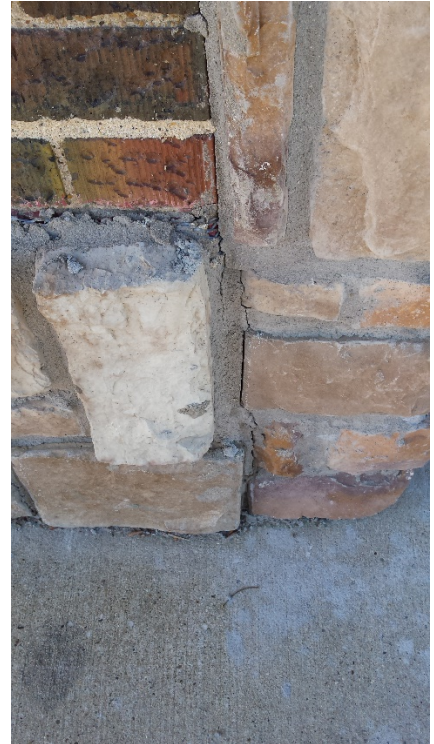
**660 10<sup>th</sup> Street – Masonic Temple**

Remove black mastic from glazing on upper windows  
Install weep vents per CO1, Clean rust from brick sills



Touch up scuffed/scratched paint. Paint bottom support bar to match grille

**740 10<sup>th</sup> Street – Louie's**



Repair cracks in stone veneer mortar  
Patch and paint per drawings.



Fill/Repair stone cap per drawings



**748 10<sup>th</sup> Street – Louie's**



Provide flashing/fill gap between new front cap flashing and existing side cap flashing

**1104 7th Avenue – Antique**



Remove anchors



Remove anchors per drawings – typ.



Improved patching complete. rePaint



Patch and paint stucco at removed insulators

**1220 7<sup>th</sup> Avenue – Vball Gear**

Clean stone



Mail Slot is pitted and scuffed – replace or sand for uniform finish.

SKOGMAN COMMERCIAL PURCHASE AGREEMENT  
(Including Acceptance, Counter, or Rejection)

1  
2  
3 I request that Skogman Realty / Brian Rosteck (agent) select, prepare  
4 and complete form documents as authorized by Iowa law or by Iowa Supreme Court Rule, such as  
5 purchase agreements, groundwater hazard statements, and declaration of value forms incident to this  
6 real estate transaction.  
7

8 Date: 1-27-2017

9  
10 The undersigned Buyer hereby offers the following terms and conditions for the property known as:

11 Lot 2, Linn County Parcel 15051-77008-00000, 44th Street City Marion  
12 Linn, County, Iowa,

13 Legally described as: Lot 2, Industrial Center East, 11th Addition  
14 subject to public highways, covenants, easements, restrictions, and zoning, if any.  
15

16 PURCHASE PRICE to be \$ 232,981 and the method of payment as follows: \$ 5,000 earnest  
17 money upon acceptance of this Purchase Agreement. Earnest money to be paid to and held in Trust by Listing  
18 Broker. In the event this Purchase Agreement is not acceptable to both Buyer and Seller OR all contingencies are not  
19 met as specified below, then said earnest money is to be returned to Buyer and this Purchase Agreement shall be null,  
20 void, and of no further effect. The balance of the purchase price shall be paid as indicated below. Select  
21 below all that apply, (A) through (G):

22  A. NEW LOAN: This Purchase Agreement is subject to and contingent upon the Buyer's obtaining a commitment  
23 in writing for a commercial loan for not less than 80 % of the purchase price with an interest  
24 rate of 4.5 % or less with a term of no less than 20 years. Buyer agrees to pay all  
25 customary loan costs. Buyer agrees, within \_\_\_\_\_\* days of the final acceptance of this Purchase Agreement, to  
26 make application for such loan with a lender to obtain a loan commitment as stated above. Seller  
27 acknowledges and agrees that this property will be taken off the market until Seller receives written  
28 notice of a written loan commitment and release of financing contingency. If Buyer has NOT  
29 obtained written loan commitment, delivered to Seller on or before \_\_\_\_\_\* (date),  
30 the Seller may extend the deadlines of this Purchase Agreement by giving Buyer or Buyer's Agent written  
31 notice. Upon delivery of said notice, this Purchase Agreement shall remain valid. If Seller DOES choose to  
32 give such written extension, then this Purchase Agreement shall remain VALID until the Buyer has obtained a  
33 written loan commitment or written loan denial or until the date stated in Seller's extension. If  
34 such written loan commitment is not provided to the Seller's satisfaction by said date, this Purchase Agreement  
35 shall be null, void and of no further effect.

36  B. This Purchase Agreement is subject to the attached addendum (or addenda). \_\_\_\_\_

37  C. Contract for Deed: See Point E Other Financing Terms.

38  D. Cash: Buyer will pay the balance of the purchase price in cash at the time of closing with  
39 adjustment for closing costs to be either added or deducted from this amount. This Purchase Agreement is  
40 NOT contingent upon Buyer obtaining funds in order to close this transaction. The Buyer certifies

41 that there will be no loan associated with the purchase of this property.

42  E. If this property does not appraise at the purchase price or greater, then this Purchase Agreement may be  
43 voided at the Buyer's option. Appraisal to be completed within \_\_\_\_\_\* days of acceptance.

44  F. Buyer or seller may choose to transfer the subject property pursuant to Internal Revenue Code  
45 Section 1031, which sets forth the requirements for tax-deferred real estate exchanges. Either  
46 party's rights and obligations under this and future agreements may be assigned to a qualified  
47 intermediary for the purpose of completing an exchange. The parties agree to cooperate with  
48 each other in a manner necessary to enable completion of an exchange. Such cooperation shall  
49 be at no additional cost or liability to a non-exchanging party.

50  G. Other Financing Terms: \_\_\_\_\_  
51

52 CLOSING: Shall be on (date) Within 30 days of contingency release or sooner by mutual  
53 agreement of Buyer and Seller.  
54

55 POSSESSION: To be given at time of closing or on (date) at closing, (time)  A.M. /  P.M. If for any  
56 reason the closing or possession is delayed, the Buyer and Seller may make a separate agreement with  
57 adjustments as of the date of closing or possession in the form of an amendment or interim occupancy

<sup>DS</sup>  
CP

Buyer's Initials \_\_\_\_\_ Seller's Initials (acknowledge that they have read this page)

58 agreement. Any unpaid balance, rents, interest of insurance shall be adjusted as the date of possession,  
59 and shall bear interest at the rate of N/A% per annum from N/A

60  
61 SPECIAL ASSESSMENTS: Seller shall pay in full, or cause to be released, all Special Assessments and  
62 all liens of record as of the date of closing. All Association fees, if any, shall also be paid current by the  
63 Seller to date of closing. Any preliminary or deficiency assessments which cannot be discharged by  
64 payment at closing shall be paid through a written escrow account with sufficient funds to pay such liens  
65 when payable with any unused funds to be returned to the Seller without other signatures of the Buyer. All  
66 charges for solid waste, trash removal, sewage and assessments for maintenance that are attributable to  
67 the Seller's ownership shall be paid by the Seller.

68  
69 TAXES: The Seller shall pay all real estate taxes that are liens for prior years and all those that are due  
70 and payable in the fiscal year in which possession is given. All subsequent taxes are payable by the  
71 Buyer, except: (select the appropriate items below):

72  A. There will NOT be a tax proration

73  B. Buyer(s) shall be given credit for all subsequent taxes prorated to the date of closing.  
74 Subsequent taxes shall be calculated using the latest known applicable assessed value(s),  
75 rollback(s), exemptions(s) and levy of record at the time of closing.

76  
77  C. If the closing is to occur after July 1, \_\_\_\_\_ but prior to September 30, \_\_\_\_\_ Seller to  
78 pay September (current year) and, March (next year) tax installments. If taxes are not certified at

79 the time of closing, current taxes based on latest known assessed value(s), mileage rate and  
80 rollback of record plus 20% shall be escrowed and said taxes are to be paid from this escrow

81 when certified. Seller to credit Buyer \$\_\_\_\_\_ per day from July 1, \_\_\_\_\_ to

82 \_\_\_\_\_ (possession/closing). Any funds in excess of certified amount shall  
83 be returned to the Seller. Any deficiency shall be promptly paid by the Seller upon notification  
84 of such shortage.

85  
86 APPROVAL OF ATTORNEY: (Check yes or no)

87 This Purchase Agreement IS subject to approval by Buyer's attorney.  YES/  NO within \_\_\_\_\_ days

88 This Purchase Agreement IS subject to approval by Seller's attorney.  YES/  NO within \_\_\_\_\_ days

89  
90 **COPIES OF THE PARTIES:**

91 CP A. The Broker, his Agents and employees make no representations or warranties to the physical  
92 condition of the property (**Buyers Initials**)

93 \_\_\_\_\_ B. Seller and Buyer acknowledge that the Seller of real property has a legal duty to disclose  
94 Material Defects of which the Seller has actual knowledge and which a reasonable inspection by  
95 the Buyer would not reveal. (**Seller's Initials**)

96  
97 CONDITIONS/CONTINGENCIES: Buyer is purchasing the property for use as: commercial development land  
98 Buyer's obligation to complete this purchase is subject to satisfaction of the following  
99 conditions /contingencies (The time period within which to complete any item listed commences as of the  
100 date of final acceptance of this Purchase Agreement).

101  (a) This Purchase Agreement is subject to property and/or Buyer qualifying for liability and casualty insurance  
102 within \_\_\_\_\_ working days.

103  (b) Within \_\_\_\_\_ working days, the Buyer shall obtain a structural pest control report, acceptable to  
104 Buyer, by a professional exterminator selected by Buyer and at Buyer's expense.

105  (c) Within \_\_\_\_\_ working days, the Buyer shall determine whether the existing zoning will permit the  
106 use stated above.

107  (d) Within \_\_\_\_\_ working days, Buyer shall determine whether the utility services to the property are  
108 sufficient.

109  (e) Within \_\_\_\_\_ calendar days, Buyer may have the property inspected to determine if there are any  
110 structural, mechanical, plumbing, electrical or other deficiencies unacceptable to Buyer.  
111 Contingencies (a), (b) and (c) above shall be considered satisfied and thereby removed as a  
112 contingency if the respective time periods expire with no written notice from Buyer to Seller.

113  (f) Buyer, at its expense, will order a new survey, which must be completed and deemed acceptable  
114 by Buyer no later than (date) \_\_\_\_\_.

115  (g) Buyer shall have the right, at its own expense, within \_\_\_\_\_ calendar days to secure an  
116 environmental assessment (**including asbestos**) of the property. Should Buyer, in its sole  
117 judgment, conclude that the environmental condition is unsatisfactory, then Buyer, upon written

CP Buyer's Initials \_\_\_\_\_ Seller's Initials (acknowledge that they have read this page)

118 notice to Seller, may elect to rescind this agreement. Buyer to indemnify Seller for any  
119 physical damage to the property resulting from any environmental tests or investigations.

120  (h) Buyer intends to rezone, develop, or build upon the property. This agreement is further  
121 conditional upon Buyer obtaining the following by the specified deadlines:

122  (1) Within \_\_\_\_\_ working days, verify or rezoning the property to \_\_\_\_\_ (Zoning Classification)  
123 (Seller agrees to execute necessary forms and documentation that may be required).  
124 Prior to Seller accepting the conditions of the zoning, Buyer must release all  
125 contingencies and conditions and agree to perform as specified, should said rezoning be  
126 granted; unless the parties otherwise agree to the following: \_\_\_\_\_  
127 \_\_\_\_\_

128  (2) Within \_\_\_\_\_ calendar days, site plan approval by all governmental authorities.

129  (3) Within \_\_\_\_\_ calendar days,  Preliminary /  Final plat plan approval with  
130 conditions acceptable to Buyer.

131  (i) Within \_\_\_\_\_ calendar days, satisfactory geotechnical report (paid by Buyer) showing that  
132 the physical characteristics of the property are acceptable for construction development.

133  (j) Within \_\_\_\_\_ calendar days, confirmation that the property is not within 100 year flood  
134 plain.

135  (k) Within \_\_\_\_\_ calendar days, certificate of occupancy.

136  (l) All rents, insurance policies, utilities, and any other pro-ratable items will be prorated to closing.

137  (m) All security/damage deposits will be assigned, transferred, credited, or paid to buyer.

138  (n) CHANGES IN AGREEMENTS: Prior to the Closing, Seller will not violate or modify any existing  
139 lease or other agreement, or create any new leases or other agreements affecting the Property,  
140 without Buyer's written approval.

141  (o) ESTOPPEL CERTIFICATES: Tenant shall, from time to time, within ten (10) days of Landlord's  
142 written request, execute, acknowledge and deliver to Landlord a written certificate stating: the  
143 Commencement and Expiration Dates of the Lease; the date Tenant entered occupancy of the  
144 Leased Premises; the amount of Base Rent and other charges due hereunder and the date to  
145 which such amounts have been paid; that this Lease is in full force and effect has not been  
146 assigned, modified, supplemented or amended in any way (or specifying the date and terms of any  
147 agreement so affecting this Lease); that this Lease represents the entire agreement between the  
148 parties as to the Leased Premises; that all conditions under this Lease to be performed by the  
149 Landlord have been satisfied (or specifying any such conditions that have not been satisfied); that  
150 on this date there are no existing defenses or offset which the Tenant has against the enforcement  
151 of this Lease by the Landlord; that no Base Rent has been paid more than one (1) month in  
152 advance; that no security has been deposited with Landlord (or, if so, the amount thereof); or any  
153 other matters evidencing the status of the Lease, as may be required either by a lender making a  
154 loan to Landlord to be secured by a deed of trust or mortgage against the Leased Premises, or a  
155 purchaser of the Leased Premises. It is intended that any such statement delivered pursuant to  
156 this paragraph may be relied upon by a prospective purchaser of Landlord's interest or a  
157 mortgagee of Landlord's interest or assignee of any mortgage upon Landlord's interest in the  
158 Building.


159 ADDITIONAL CONTINGENCIES: \*Buyer shall have ninety (90) days from the date of final execution of

160 Purchase Agreement to complete all due diligence that Buyer sees as necessary.

161 PHYSICAL CONDITION PRIOR TO CLOSING: The property as of the date of this agreement including  
162 building, grounds and all improvements, will be preserved by Seller in its present condition until  
163 possession, ordinary wear and tear excepted. The Buyer shall be permitted to make a final inspection  
164 prior to possession or closing, whichever is sooner, in order to determine that there has been no change  
165 in the condition of the property. Seller agrees to remove, at its expense and prior to possession, all  
166 personal property not included in this sale, including all trash and miscellaneous items. Any such personal  
167 property remaining on the premises shall, unless otherwise agreed, be conclusively presumed to have  
168 been abandoned by and of no value to Seller. Seller to be liable for any costs incurred by Buyer for the  
169 removal of said personal property. Seller, unless specifying otherwise in writing, represents that as of  
170 date of closing, the heating equipment, air conditioning, ventilating equipment, plumbing, electrical  
171 systems, and included appliance will be functioning properly,

172 except: No exceptions

173 \_\_\_\_\_  
174 INCLUDED PROPERTY: Included with the property shall be all fixtures that integrally belong to, are  
175 specifically adapted to or are a part of the real estate, whether attached or detached, such as but not

 \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Seller's Initials (acknowledge that they have read this page)

176 limited to voice/data wiring and ports, pre-wired security systems, electrical service cables, fencing,  
177 shelving, gates, landscaping, light fixtures,  
178 air conditioning/heating equipment. Also included shall be the following: N/A

179 \_\_\_\_\_  
180 \_\_\_\_\_  
181 \_\_\_\_\_

182 The following items owned by tenants or otherwise reserved by Seller and therefore not included  
183 are: N/A  
184 \_\_\_\_\_  
185 \_\_\_\_\_

186  
187 SELLER'S DISCLOSURE:

188 A. This agreement is not contingent upon Seller providing Buyer evidence of compliance with local zoning  
189 and housing code ordinances. If applicable, unless otherwise provided herein. However, Seller does  
190 represent that Seller has not been notified by any governmental authority of any existing deficiency or  
191 violation that required remedial action.

192  
193 B. Seller shall furnish copies of all leases and agreements between tenants and Seller and this Purchase Agreement  
194 is subject to Buyer approving said leases and agreements by (date) N/A

195  
196 C. Any commissions or other fees due under existing leases/agreements pertaining to this property shall  
197 be the responsibility of the \_\_\_\_\_ (Seller's Initials)


198  
199 D. Federal law (known as Title X) required notification of potentially dangerous levels of lead based paint  
200 in certain properties built prior to 1978 (see Lead Based Paint Disclosure). If applicable Seller will provide  
201 Buyer with copies of any records of prior test results pertaining to lead-based paint findings.

202  
203 NOTICE: Any notice required under this Purchase Agreement shall be deemed given when mailed by  
204 certified mail, return receipt requested, properly addressed to the party to whom the notice is directed or  
205 the notice may be given by personal delivery to the party or their agent. Copies of such notices shall also  
206 be sent to the Listing Agent and Selling Agent or their brokers.

207  
208 INSURANCE: Seller shall bear the risk of loss or damage to the property prior to closing or possession,  
209 whichever occurs first. Seller agrees to maintain existing hazard insurance and Buyer may purchase  
210 additional insurance. In the event of substantial damage or destruction prior to closing, the Purchase Agreement shall  
211 be null and void, unless otherwise agreed to by the parties. The property shall be deemed substantially  
212 damaged or destroyed if it cannot be restored to its present condition on or before the closing date,  
213 provided, however, the Buyer has the right to complete the closing and receive the insurance proceeds  
214 regardless of the extent of the damage.

215  
216 JOINT TENANCY: If Seller's title is held in joint tenancy with full rights of survivorship, this Purchase Agreement shall  
217 not sever such joint tenancy. Upon the death of one or more of the joint tenants, payments shall be made  
218 to the survivor or survivors.

219  
220 ABSTRACT AND TITLE: Seller shall, immediately upon request, have the Abstract of Title extended to  
221 date and submit to an attorney(s) for a title opinion for the Buyer. Such attorney(s) shall be selected by  
222 the Buyer or Buyer's lender. Such Abstract of Title shall show merchantable title in the Seller, subject only  
223 to encumbrances and liens herein assumed and such other encumbrances and liens shall be paid from  
224 the proceeds of this sale. Seller agrees to perfect the title in accordance with such title opinion, by the  
225 date of closing so that upon conveyance, title shall be deemed marketable in compliance with this  
226 Purchase Agreement, the land title laws of the State of Iowa, and the Iowa Title Standards of the Iowa Bar  
227 Association. If this sale is on the deferred installment plan, such other encumbrances shall not exceed the  
228 unpaid balances of the stated purchase prices and shall provide for an interest rate and terms of payment  
229 no more onerous than those agreed to in this Purchase Agreement. Thereafter, the Seller shall not be obligated to  
230 make any further extensions or corrections other than to show, upon full payment of the purchase price,  
231 entries subsequently caused by the Seller and satisfaction of unassumed encumbrances shown by said  
232 examination or those thereafter imposed by the seller. Upon full payment of the purchase price, Seller  
233 shall deliver to Buyer a general Warranty Deed to this property accompanied by the Abstract of Title. If  
234 closing is delayed due to Seller's inability to provide marketable title, the Purchase Agreement shall continue in force

 Buyer's Initials \_\_\_\_\_ Seller's Initials \_\_\_\_\_ (acknowledge that they have read this page)



235 and effect until either party rescinds this Purchase Agreement, after giving ten (10) days written notice to the other  
236 party and the Broker(s), the Seller shall not be entitled to rescind this Purchase Agreement unless he has made a  
237 reasonable effort to produce marketable title in the prescribed time.  
238

239 REMEDIES OF THE PARTIES: If Seller fails to fulfill this Purchase Agreement, he will pay the Listing Broker the  
240 commission in full. The Buyer shall have the right to have all payments returned and/or to proceed by any  
241 action at law or in equity and the Seller agrees to pay costs and reasonable attorney fees, and a receiver  
242 may be appointed. Broker may maintain an action at law against Seller for the Broker's commission. If the  
243 Buyer fails to fulfill this Purchase Agreement, Seller may forfeit the same as provided in Chapter 656 of the Code of  
244 Iowa, and all payments made so far shall be forfeited, or the Seller may proceed by an action of law or in  
245 equity. The Buyer agrees to pay costs and reasonable attorney fees, including the Broker's commission.  
246 For purpose of collecting the Broker's commission, Broker shall be deemed a third party beneficiary to  
247 this Purchase Agreement and maintain an action at law against the Buyer for the collection of these fees. If Buyer or  
248 any other person or persons shall be in possession of this property or any part thereof, Buyer will  
249 peaceably remove himself and his possessions and abandon all claims to any right, title and interest in  
250 and to said property or in and to this Purchase Agreement, or in default thereof he may be treated as a tenant holding  
251 over unlawfully after the expiration of a lease and may be ousted and removed. Any personal property  
252 remaining on the premises more than seven (7) days after the completion of such forfeiture proceeding  
253 shall be conclusively presumed to have been abandoned by the Buyer and of no value to Buyer and  
254 Seller may dispose of the same as Seller wishes without liability and without any right of the Buyer to  
255 make claim for interest or damages.  
256

257 SUCCESSORS IN INTEREST: When accepted, this Purchase Agreement shall apply to and bind the heirs, executors,  
258 administrators, assigns, and successors in interest of both parties. In case of the assignment of this  
259 Purchase Agreement by either party, prompt written notice shall be given to the other party. The liability of the Buyer  
260 under this Purchase Agreement shall not cease or be terminated, even though the Purchase Agreement be assigned  
261 by the Buyer unless this liability is specifically released in writing by the Seller.  
262

263 COURT APPROVAL: If the property is an asset of any estate, trust or conservatorship, this Purchase Agreement is  
264 contingent upon Court approval unless declared unnecessary by Buyer's attorney. If necessary, the  
265 appropriate fiduciary shall promptly obtain Court approval and conveyance shall be made by a Court  
266 Officer's Deed.  
267


268 FUNDS: It is agreed that at time of closing, funds up to the purchase price, received from the Buyer  
269 and/or Buyer's lender may be used to pay taxes, other liens and expenses associated with this  
270 transaction, same to be handled under the supervision of the listing Broker, escrow company, or lender to  
271 receive such funds and make such payments and disbursements.  
272

273 GENERAL PROVISIONS: In the performance of each part of this Purchase Agreement, time shall be of the essence.  
274 This Purchase Agreement shall be binding on and inure to the benefit of the heirs, executors, administrators, assigns,  
275 and are for the convenience of reference and shall not limit nor effect the meaning of this Purchase Agreement.  
276

277 DISPOSITION OF PERSONAL PROPERTY: Seller agrees to remove, prior to closing or possession,  
278 whichever comes first, all personal property not included in this sale, including trash and miscellaneous  
279 items. Seller will be liable for any costs the Buyer incurs for the removal of any of the Seller's personal  
280 property. Any such personal property remaining on the premises shall, unless the parties have otherwise  
281 agreed, be conclusively presumed to have been abandoned by Seller and of no value to Seller. Seller will  
282 comply with this expectation at Seller's effort and at Seller's expense.  
283

284 GENDER AND NUMBER: State words and phrases shall be construed in the singular or plural number,  
285 and as masculine, feminine or neuter gender as may be dictated by the context of this Purchase Agreement.  
286

287 COOPERATION LANGUAGE: If it is the intention of Seller to transfer the subject property pursuant to  
288 Internal Revenue Code 1031, which sets forth the requirements for tax-deferred real estate changes, the  
289 Seller's rights and obligations under this and future agreements may be assigned to a qualified  
290 intermediary for the purposes of completing an exchange. Buyer agrees to cooperate with Seller in any  
291 manner necessary to enable Seller to complete an exchange. Such cooperation shall be at no additional  
292 cost or liability to Buyer.  
293

 Buyer's Initials \_\_\_\_\_ Seller's Initials (acknowledge that they have read this page)

294 FINAL INSPECTION: Buyer or his representative has the right to enter and inspect the premises, prior to  
295 closing or possession to determine if there have been any material changes in the property since the  
296 origination date of this Purchase Agreement and acknowledged by deposit of final funds that the property is  
297 acceptable and all equipment is in working order.  
298

299 ADDITIONAL PROVISIONS: \*\*Subject to: City Attorney review of Purchase Agreement, Deed Restrictions on the Property,  
300 City review and acceptance of proposed development, Public Hearings and final Marion City Council approval

301 **SEE ADDENDUM  ATTACHED**

302  
303 The signing of this Purchase Agreement creates important rights and liabilities on the part of both the Seller and the  
304 Buyer. If you have concerns regarding your rights and liabilities, you are encouraged to seek competent  
305 legal advice.

306 This Purchase Agreement shall be binding on the undersigned if accepted by

307 \_\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_M.

308  
309  
310  
311

312 \_\_\_\_\_  
313 By:  For: KTRO, LLC  
314 6BF7412C53C641B...  
315 Its: Member/Manager  
316

317  
318  
319  
320  
321

322 A. \_\_\_\_\_ **SELLERS ACCEPTANCE**, The undersigned Seller(s) of the above property accepts the Purchase Agreement  
323 and agrees to sell this property according to the terms offered on this date of:

324 (date) \_\_\_\_\_, (time) \_\_\_\_\_  
325

326 B. \_\_\_\_\_ **SELLERS REJECTION**, The undersigned Seller(s) of the above property rejects this Buyers  
327 written offer to purchase the above stated property.

328 (date) \_\_\_\_\_, (time) \_\_\_\_\_  
329

330 C. \_\_\_\_\_ **SELLERS COUNTER OFFER**, The undersigned seller(s) of the above property accepts the  
331 above Purchase Agreement, however, counters certain terms and conditions as per attached Counter Offer.


332 (date) \_\_\_\_\_, (time) \_\_\_\_\_  
333  
334  
335

336 By: \_\_\_\_\_  
337

339 Its: \_\_\_\_\_  
340  
341

342  
343  
344  
345

Revised 2/26/16

 \_\_\_\_\_ Buyer's Initials \_\_\_\_\_ Seller's Initials (acknowledge that they have read this page)



1225 6<sup>th</sup> Avenue, Suite 110  
Marion, Iowa 52302  
[www.cityofmarion.org](http://www.cityofmarion.org)

## council memo

Date Friday, January 20, 2017

**TO: Mayor and City Council**  
**CC: City Manager Lon Pluckhahn**  
**FROM: Beth Little, Human Resources Coordinator**

**RE: Approval of life insurance and long term disability insurance with Madison National Life Insurance Company, Inc. (MNL)**

**Exhibit: Amendment to Life/LTD policy**

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The City of Marion provides life insurance to all full time employees. The City also provides long term disability insurance to full time non-bargaining employees and full time employees covered under the AFSCME contract. Our life insurance and LTD is provided by Madison National Life Insurance Company. They are proposing to extend our contract for both the life insurance and long term disability insurance with no rate increase for FY 2017-2018. Staff is recommending approval of this contract amendment.

January 17, 2017

City of Marion  
Attn: Beth Little  
1225 6<sup>th</sup> Avenue #110  
Marion, IA 52302

Re: Group Term Life Insurance Renewal

Dear Beth,

The City of Marion's Life Insurance Policy with Madison National Life Insurance Company, Inc. (MNL) is renewing on July 1, 2017.

MNL has determined that there will be no rate change on your Life policy. Your current Basic Life/AD&D rates of \$.16 / \$.03 per \$1,000 will remain the same and are guaranteed for one year, until July 1, 2018.

Your Long Term Disability rate of .41% (.0041) of covered payroll is guaranteed until July 1, 2018.

Please sign below as your acceptance of this renewal and return to me by fax 402.592.1808 or by email to mmckown@nisbenefits.com.

We truly appreciate your business! Please call if I can be of further assistance.

Sincerely,



Megan McKown  
Account Representative  
mmckown@nisbenefits.com

Your signature below indicates your acceptance of this renewal.

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Date



1225 6<sup>th</sup> Avenue, Suite 110  
Marion, Iowa 52302  
[www.cityofmarion.org](http://www.cityofmarion.org)

## council memo

February 3, 2017

**TO: Mayor, City Council Members**

**CC: Lon Pluckhahn, City Manager**

**FROM: Traci Miller, Administrative Assistant, City Manager's Department**

**RE: Receive and file**

**Exhibit(s): Correspondence**

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H. Motion to receive and file correspondence regarding roundabouts (Charley Knudsen, 2835 24<sup>th</sup> Avenue).

The above item(s) are letters and emails that are addressed to the Mayor and City Council Members.

Date: January 28, 2017

City Manager, Mayor and Council Members

Marion City Hall

1225 6<sup>th</sup> Avenue

Marion, IA 52302

To: Lon Pluckhahn – City Manager

Cc: Nicolas AbouAssaly – Mayor

Will Brandt – Council Member

Paul Draper – Council Member

Kim Etzel – Council Member

Mary Lou Pazor – Council Member

Joe Spinks – Council Member

David Nicholson – Council Member

Dear Lon,

Re: Roundabout 7<sup>th</sup> Ave and 27<sup>th</sup> Street

I just drove through the above referenced roundabout, Saturday, January 28, 2017 at 12:35.

I have a couple of observations/comments regarding this roundabout.

Before going through this roundabout I had driven through the roundabout at 7<sup>th</sup> Ave. and 7<sup>th</sup> St. I was driving east. About two blocks ahead of the 7<sup>th</sup> & 7<sup>th</sup> roundabout there is a white/black 20 mph speed limit sign posted. Closer to the entrance to the roundabout there is a black/yellow 15mph sign. There are two entrance lanes into the roundabout at this point with the left lane designated to stay on 7<sup>th</sup> Ave or to go around and exit onto 7<sup>th</sup> street headed north or continue in the roundabout until you can safely decide how to exit. The right lane is designated to turn right

onto 7<sup>th</sup> street heading south. The reduction of speed first to 20 mph then to 15 mph plus having two entrance lanes into the roundabout with signage and street painting seems to be working.

Now the reason for this email letter. The roundabout at 7<sup>th</sup> Ave and 27<sup>th</sup> St. There is only one driving lane at the entrance to this roundabout. As you approach it, driving east, there are two signs that state, left lane must turn left. There is a small sign that diagrams the upcoming roundabout. As for painting on the street, I don't recall if there is/was any. The left lane must turn left signs, must be confusing to motorist or not placed where they can be easily seen and understood. There is one at 28<sup>th</sup> street and another about ½ of a block later, just before 27<sup>th</sup> street. When or where must drivers in the left lane turn left? As I approached the roundabout I was in the right-hand lane. There were four cars ahead of me which were all in the left lane. All four cars continued to enter the roundabout. There is no reduction from 35 mph to 20 mph to 15 mph as there is at the west end roundabout. Motorist need to get slowed down so they have time to see and understand the signs!

I don't know if you saw it on KCRG earlier this week, but KCRG News had a video of a car entering the east end roundabout, driving east, that immediately upon entering the roundabout made a turn left, directly into the oncoming, traffic lane.

There seems to also be an issue with motorists entering the 27th Street roundabout heading west. Many drivers in the inside (left) lane do not seem to understand that they need to get into the curb (right) lane if they want to stay on 7<sup>th</sup> Ave.

Please share this letter with the appropriate city department that has responsibility for street signage as well as please forward this email to the Mayor and all City Council members listed above. Signage at this roundabout needs to be revisited!!!!

Thank you,

Charley Knudsen

2835 24<sup>th</sup> Ave

Marion, IA 52302



1225 6<sup>th</sup> Avenue, Suite 110  
Marion, Iowa 52302  
[www.cityofmarion.org](http://www.cityofmarion.org)

## council memo

February 3, 2017

**TO: Mayor, City Council Members**

**CC: Lon Pluckhahn, City Manager**

**FROM: Traci Miller, Administrative Assistant, City Manager's Department**

**RE: Hold Harmless/Noise Waiver Agreements**

**Exhibit(s): Hold Harmless/Noise Waiver Application(s)**

---

H. Motion to approve the following Hold Harmless/Noise Waiver Agreements:

- a. Uptown Marion Market, City Square park and surrounding area , June 10, July 8 and August 12, 2017, City Square park and surrounding area, 5:00 a.m. – 2:00 p.m. (Tami Schlamp, Marion Chamber of Commerce).
- b. Marion Metro Kiwanis BBQ Rendezvous, City Square Park, June 3 - 4, 2017, 12:00 a.m. – 12:00 p.m. (Phil Seidel, 229, Northland Court NE, Cedar Rapids).
- c. Dystonia Awareness & Fundraising event, Thomas Park, October 7, 2017, 8:00 a.m. – 3:30 p.m. (Debbie Durrer, 1 E Wacker #1730, Chicago, IL).

The Hold Harmless Agreement/Noise Waiver releases the city from any legal liability during the event. The noise waiver allows the applicant to employ an additional decibel level during the event.





January 20, 2017

Mr. Lon Pluckhahn  
City of Marion  
1100 8<sup>th</sup> Avenue  
Marion, IA 52302

Dear Lon,

Attached is the Hold Harmless Agreement for the 2017 Uptown Marion Market. This event will be held the second Saturday of each month, June – August (June 10, July 8 and August 12, 2017). I am the organizer of this event along with the Marion Chamber of Commerce Special Events Committee.

We would like to place vendors around the perimeter of City Square Park (including 10<sup>th</sup> Street, 7<sup>th</sup> Avenue, 6<sup>th</sup> Avenue and 11<sup>th</sup> Street). Similar to last year, we would like to request the closing of 6<sup>th</sup> Avenue between 10<sup>th</sup> and 11<sup>th</sup> Street for vendor placement as well as to utilize the new plaza area on 6<sup>th</sup> Avenue in addition to the Depot, space under the Depot awning and the Park for vendor and programming placement. Please see attached map for on-site details.

Market vendors will parallel park around City Square Park and vend from the side of their vehicle (facing into the park). Prior to moving into their designated stall location, vendors will “stage” in nearby areas (see attached map) and out of traffic flow to line up according to their previously determined stall assignments. Once in the correct order, volunteers will then move the vendors into their assigned stall spaces surrounding the Park.

There will be approximately 30 on-street vendor stall spaces available and potential for 25 vendor spaces available in the Depot, under the Depot awning and in the Park. A total of approximately 55 vendor spaces will be available for each of the three Market dates. We have requested the closing of 6<sup>th</sup> Avenue between 10<sup>th</sup> and 11<sup>th</sup> Street so we can highlight the plaza area. We will place our food vendors in this area with café seating and entertainment.

I also ask if at any time throughout the market season our use of 6<sup>th</sup> Avenue for staging or use of the parking lot adjacent to the park and mall should become obstructed by potential construction that I be notified so we can make the proper adjustments to the event.

In addition to the traditional Farmers’ Market vendors, we’ll have programming including live music, market demonstrations and activities for children, etc. Our presenting sponsors for this event are Farmers State Bank, Fosters Heating and Air Conditioning, ImOn Communications, MercyCare Marion and Townsquare Meida.

We ask the following of Ryan Miller and Public Works:

1. **Post “No Parking” signs by 5:00 a.m. each Friday prior to the Market all around the perimeter of the park - 7<sup>th</sup> Avenue, 10<sup>th</sup> Street, 6<sup>th</sup> Avenue and 11<sup>th</sup> Street as well 5 parking spots on the east side of 11<sup>th</sup> Street across from the Park/Caboose (next to the Mall).** By posting signs this early we comply with the Police Departments recommendation of giving citizens a 24-hour notice of the impending no parking situation.
2. To utilize their dumpster for each of the market dates. See below for drop/pick up details.

	Event Date	Drop off	Pick up
<b><i>Uptown Marion Market</i></b> Place in parking spot corner of 11 <sup>th</sup> St. and 6th Ave. (east side/by Mall).	<i>Saturday</i> June 10, 2017 July 8, 2017 August 12, 2017	<i>Friday</i> June 9, 2017 July 7, 2017 August 11, 2017	<i>Monday</i> June 12, 2017 July 10, 2017 August 14, 2017

We ask the following of Michael Carolan and Parks Dept.:

1. Department employees each week turn power on under the depot over hang, at the poles in the park and by 11<sup>th</sup> Street.
2. I also ask that Parks employees move picnic tables (as many as possible) out of the depot and into the grassy areas of the park. (Please do not leave tables under the over hang, as this is the vendor area.)
3. Please allow us to use tables, chairs and trash receptacles each month that are in the depot storage area.
4. Allow us to store event items in the depot storage room each month.
5. Hang event banner after June 1 at each 7<sup>th</sup> Avenue sidewalk entrance into the park, similar to where the Marion by Moonlight banners hang. (I will deliver these banners to Mike’s office several days before the Market begins.) Since this is a three-month event, I ask for special consideration to keep the Market banners up during the months of June, July and August to promote the event. All banners can be removed and returned to the Chamber after the August 12 Market.
6. I ask that any fees to hang banners be waived for this event.

Additional requests and comments:

1. Allow portable restrooms to be delivered each Friday afternoon and removed after the event.
2. We will work directly with the Marion Police Department as needed.
3. All vendors will need to provide the appropriate permits required by the State of Iowa and Linn County Health Department.

On behalf of the Marion Chamber, I appreciate your consideration for Uptown Marion Market 2017. Please feel free to call if you have questions.

Sincerely,

Tami Schlamp  
Director of Member Services



# CITY OF MARION SPECIAL EVENTS APPLICATION & HOLD HARMLESS AGREEMENT

Please complete all sections of this application. An incomplete application will be returned to applicant.

PLEASE RETURN TO:

Marion City Manager's Office, Attn: Traci Miller, 1225 6<sup>th</sup> Avenue, Suite 110, Marion, IA 52302  
Phone: 319-743-6350 Fax: 319-377-7892 Email: tracim@cityofmarion.org

1. **APPLICANT INFORMATION**

Applicant Name/Event Coordinator: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Daytime Phone #: \_\_\_\_\_ Evening Phone #: \_\_\_\_\_

Email Address: \_\_\_\_\_

2. **EVENT INFORMATION**

Type of Event: \_\_\_\_\_

Days/Dates of Event: \_\_\_\_\_

Time(s) of Event: (Include Set Up/Tear Down Time) \_\_\_\_\_

Event Location: \_\_\_\_\_

3. **REQUEST INFORMATION (Check All Applicable Lines)**

If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at all times. Driveway access for adjoining property owners must be maintained at all times. Applicant is responsible for obtaining all additional permits and paying any associated fees.

\_\_\_\_\_ Temporarily park in a "No Parking" area (specify location:) \_\_\_\_\_

\_\_\_\_\_ Temporarily close a street for a block party (specify street:) \_\_\_\_\_

\_\_\_\_\_ Temporarily install structure in street right-of-way

\_\_\_\_\_ Permanently install structure in street right-of-way

\_\_\_\_\_ Use of City Park (specify park; applicant responsible for reserving park/facility:) \_\_\_\_\_

\_\_\_\_\_ Parade (attach map of route and indicate streets to be closed)

\_\_\_\_\_ Walk/Run (attach map of route and indicate streets to be closed)

\_\_\_\_\_ Banner (specify location; applicant responsible for associated fee – contact Parks) \_\_\_\_\_

\_\_\_\_\_ Tent(s) to be used – over 400 sq ft or canopies over 1,000 sq ft (applicant responsible for obtaining permit from Fire Dept)

\_\_\_\_\_ Other (please specify:) \_\_\_\_\_

4. **ITEMS NEEDED FROM THE CITY OF MARION**

Applicant responsible for contacting Public Services Department.

\_\_\_\_\_ Street barricades (\$25 deposit required – will be returned when the barricades are returned to the Public Services Department, 195 35<sup>th</sup> Street, 319-377-6367)

\_\_\_\_\_ Emergency “No Parking” Signs \_\_\_\_\_ Fencing

\_\_\_\_\_ If closing street for more than 24 hours, applicant must notify affected residents

\_\_\_\_\_ Other (please specify:) \_\_\_\_\_

5. **SOUND SYSTEMS**

NOTE: You must comply with the City of Marion Noise Ordinance – Chapter 53. Upon request, City Council may authorize time extensions or sound levels up to 75 decibels.

Please indicate if the following will be used:

\_\_\_\_\_ Amplified Sound/Speaker System \_\_\_\_\_ Live Music

\_\_\_\_\_ Recorded Music \_\_\_\_\_ Public Address System

6. **SANITATION/TRASH**

Applicant is responsible for the clean-up of the event area immediately following the event, including trash removal from the site.

Will additional restrooms be brought to the site? \_\_\_\_\_ Yes \_\_\_\_\_ No If yes, how many? \_\_\_\_\_

Please name the individual, organization, or contractor responsible for clean-up and trash removal:

Contact Person: \_\_\_\_\_ Address: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

7. **SECURITY**

Security personnel may be required by the Chief of Police at the applicant’s expense. If required, what type of security will be provided?

\_\_\_\_\_ Off Duty Marion Police Officers (applicant responsible for contacting police department)

\_\_\_\_\_ Private Firm – Name of Security Firm: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Address: \_\_\_\_\_

8. **APPLICANT CHECKLIST**

All applicable parade or run/walk route maps attached \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A

All applicable permits obtained \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A

All applicable fees paid \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A

All applicable City of Marion departments contacted \_\_\_\_\_ Yes \_\_\_\_\_ No \_\_\_\_\_ N/A

9. **AGREEMENT**

In consideration of the City of Marion, Iowa, granting permission for the activity described above, the undersigned indemnifies and holds harmless the City of Marion, Iowa, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal City regulations in the area. The undersigned further agrees to indemnify and hold harmless the City of Marion, Iowa, its employees, representatives and agents against any loss, in-jury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth. The undersigned hereby waives all claims against the city for damages to the building or improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above. The undersigned further agrees to comply with all the rules, regulations, terms and conditions established by the City of Marion, Iowa.

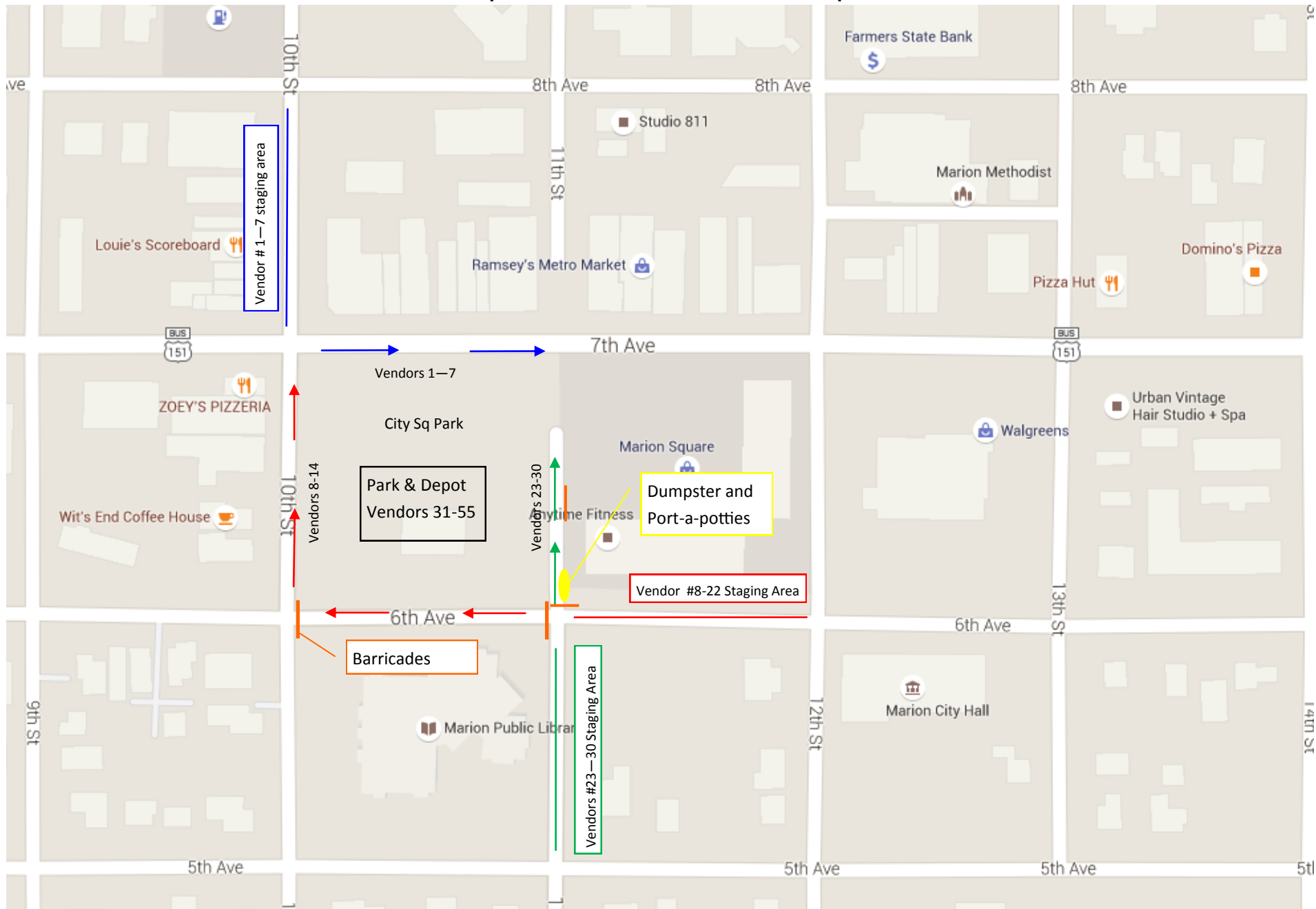
THE UNDERSIGNED HAS READ AND FULLY UNDERSTANDS THIS DOCUMENT, INCLUDING THE FACT IT IS RELEASING AND WAIVING CERTAIN POTENTIAL RIGHTS, AND VOLUNTARILY AND FREELY AGREES TO THE TERMS AND CONDITIONS AS SET FORTH HEREIN.

*Tami Schlamp*

Applicant/Sponsor Signature

Date

# Uptown Marion Market Map



**From:** [website@cityofmarion.org](mailto:website@cityofmarion.org)  
**To:** [Traci Miller](#)  
**Subject:** City of Marion, IA: Hold Harmless Application  
**Date:** Friday, January 27, 2017 4:17:14 PM

---

A new entry to a form/survey has been submitted.

**Form Name:** Hold Harmless 2014  
**Date & Time:** 01/27/2017 4:17 PM  
**Response #:** 134  
**Submitter ID:** 5108  
**IP address:** 67.41.90.174  
**Time to complete:** 7 min. , 49 sec.

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### Survey Details

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[S]: This question is marked as sensitive, answers to sensitive questions are not sent by email. [Log in](#) to the CMS to view the answer to this question.

#### Page 1

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#### 1. Applicant Information:

**Applicant Name:** Marion Metro Kiwanis  
**Mailing Address:** 229 Northland Court N.E.  
**City:** Cedar Rapids  
**State:** Iowa  
**Zip Code:** 52402  
**Daytime Phone:** (319) 377-9770  
**Evening Phone:** (319) 310-2952  
**Email address:** mseidl@sccrlaw.com

#### 2. Event Information:

**Type of Event:** community fund raiser--SUPPLEMENTARY  
**Days/Dates of Event:** 06/03/2017  
**Time of Event: (include set-up/tear-down time)** June 2 12 p.m.-June 4 12 p.m.  
**Event Location:** Marion Square Park & Depot  
 If using a city park, check the box to confirm that you have reserved the location with Marion Parks & Recreation

#### 3. Request Information: (check all applicable options)

If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at

**all times. Driveway access for adjoining property owners must be maintained at all times.**

**Temporarily park in a "No Parking" area (specify location:)**

6th Ave. & 11th St. bordering park

**Temporarily close a street for a block party (specify street:)**

6th Ave & 11th St. bordering park

Temporarily install structure in the street right-of-way

**Use of a city park (specify park:)**

Marion Square Park & Depot

**Banner placement (specify locations:) Contact Marion Parks & Recreation, 319-447-3580, for fees.**

Marion Square, Lowe, Thomas parks

Tent(s) to be used - over 400 sq. ft. or canopies over 1,000 sq. ft. Contact Marion Fire Department, 319-377-8237, for permit information.

#### **4. Items needed from the City of Marion:**

Street barricades (\$25 deposit required, will be returned when the barricades are returned to the Public Services Department, 195 35th Street, 319-377-6367)

Emergency "No Parking" Signs

If closing street for more than 24 hours, applicant must notify affected residents

**Other (please specify:)**

dumpster

#### **5. Sound Systems:**

**Please note, you must comply with the City of Marion Noise Ordinance. Upon request, City Council may authorize time extensions or sound levels up to 75 decibels. Please indicate if the following will be used:**

Amplified sound/speaker system

Live music

Public address system

#### **6. Sanitation/Trash:**

**Applicant is responsible for the clean-up of the event area immediately following the event, including trash removal from the site.**

<b>Will additional restrooms be brought to the site?</b>	yes	<b>If yes, how many?</b>	13
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#### **7. Please name the individual, organization or contractor responsible for clean-up and trash removal:**

<b>Contact person:</b>	Mark Seidl
<b>Address:</b>	229 Northland Court N.E.
<b>Daytime phone:</b>	3193102952
<b>Evening phone:</b>	3193102952



**8. Security:**

**Security personnel may be required by the Chief of Police at the applicant's expense. If required, what type of security will be provided?**

[x] Off Duty Marion Police Officers

**9. If hiring a private security firm, please provide the following:**

**Name of Security Firm:** Not answered  
**Contact person:** Not answered  
**Address:** 229 Northland Court N.E.  
**Phone:** Not answered

**Agreement:**

In consideration of the City of Marion, Iowa, granting permission for the activity described above, the undersigned indemnifies and holds harmless the City of Marion, Iowa, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal City regulations in the area. The undersigned further agrees to indemnify and hold harmless the City of Marion, Iowa, its employees, representatives and agents against any loss, injury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth. The undersigned hereby waives all claims against the city for damages to the building or improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above. The undersigned further agrees to comply with all the rules, regulations, terms and conditions established by the City of Marion, Iowa.

**10. Applicant Agreement**

**BY TYPING MY NAME** Mark Seidl  
**BELOW, I CONFIRM THAT I**  
**HAVE READ AND FULLY**  
**UNDERSTAND THIS**  
**DOCUMENT, INCLUDING**  
**THE FACT IT IS RELEASING**  
**AND WAIVING CERTAIN**  
**POTENTIAL RIGHTS, AND**  
**VOLUNTARILY AND FREELY**  
**AGREE TO THE TERMS AND**  
**CONDITIONS AS SET FORTH**

HEREIN.

TODAY'S DATE: 01/27/2017

11. [S]

**Supporting Documents:**

Thank you,  
**City of Marion, IA**

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**This is an automated message generated by the Vision Content Management System™. Please do not reply directly to this email.**

**From:** [website@cityofmarion.org](mailto:website@cityofmarion.org)  
**To:** [Traci Miller](#)  
**Subject:** City of Marion, IA: Hold Harmless Application  
**Date:** Tuesday, January 31, 2017 9:39:49 AM

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A new entry to a form/survey has been submitted.

**Form Name:** Hold Harmless 2014  
**Date & Time:** 01/31/2017 9:40 AM  
**Response #:** 135  
**Submitter ID:** 5113  
**IP address:** 50.247.141.245  
**Time to complete:** 7 min. , 33 sec.

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### Survey Details

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#### Page 1

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#### 1. Applicant Information:

**Applicant Name:** Debbie Durrer  
**Mailing Address:** 1 E Wacker, #1730  
**City:** Chicago  
**State:** Illinois  
**Zip Code:** 60601  
**Daytime Phone:** (312) 755-0198  
**Evening Phone:** Not answered  
**Email address:** ddurrer@dystonia-Foundation.org

#### 2. Event Information:

**Type of Event:** Dystonia Awareness & Fundraising Event  
**Days/Dates of Event:** 10/07/2017  
**Time of Event: (include set-up/tear-down time)** 8:00-3:30  
**Event Location:** #2 Begley Pavilion, Thomas Park  
 If using a city park, check the box to confirm that you have reserved the location with Marion Parks & Recreation

#### 3. Request Information: (check all applicable options)

If you are requesting the closing of a city street, a lane must be maintained for emergency vehicles at

**all times. Driveway access for adjoining property owners must be maintained at all times.**

Not answered

**4. Items needed from the City of Marion:**

Not answered

**5. Sound Systems:**

**Please note, you must comply with the City of Marion Noise Ordinance. Upon request, City Council may authorize time extensions or sound levels up to 75 decibels. Please indicate if the following will be used:**

Public address system

**6. Sanitation/Trash:**

**Applicant is responsible for the clean-up of the event area immediately following the event, including trash removal from the site.**

<b>Will additional restrooms be brought to the site?</b>	No	<b>If yes, how many?</b>	Not answered
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**7. Please name the individual, organization or contractor responsible for clean-up and trash removal:**

<b>Contact person:</b>	Sheila Williams
<b>Address:</b>	1920 Brockman Ave / Marion, IA 52302-2225
<b>Daytime phone:</b>	Not answered
<b>Evening phone:</b>	319-200-6576

**8. Security:**

**Security personnel may be required by the Chief of Police at the applicant's expense. If required, what type of security will be provided?**

Not answered

**9. If hiring a private security firm, please provide the following:**

<b>Name of Security Firm:</b>	Not answered
<b>Contact person:</b>	Not answered
<b>Address:</b>	1307 West Wrightwood
<b>Phone:</b>	Not answered

**Agreement:**

**In consideration of the City of Marion, Iowa, granting permission for the activity described above, the undersigned indemnifies and holds harmless the City of Marion, Iowa, its employees, representatives and agents against all claims, liabilities, losses or damage for personal injury and/or property damage or any other damage whatsoever on account of the activity described above and/or deviation from normal City regulations in the area. The undersigned further agrees to indemnify and hold harmless**

the City of Marion, Iowa, its employees, representatives and agents against any loss, injury, death or damage to person or property and against all claims, demands, fines, suits, actions, proceedings, orders, decrees and judgments of any kind or nature and from and against any and all costs and expenses including reasonable attorney fees which at any time may be suffered or sustained by the undersigned or by any person who may, at any time, be using or occupying or visiting the premises of the undersigned or the above-referenced public property or be in, on or about the same, when such loss, injury, death or damage shall be caused by or in any way result from or rising out of any act, omission or negligence of any of the undersigned or any occupant, visitor, or user of any portion of the premises or shall result from or be caused by any other matters or things whether the same kind, as, or of a different kind that the matters or things above set forth. The undersigned hereby waives all claims against the city for damages to the building or improvements that are now adjacent to said public property or hereafter built or placed on the premises adjacent to said property or in, on or about the premises and for injuries to persons or property in or about the premises, from any cause arising at any time during the activity described above. The undersigned further agrees to comply with all the rules, regulations, terms and conditions established by the City of Marion, Iowa.

#### 10. Applicant Agreement

BY TYPING MY NAME           Debbie Durrer  
BELOW, I CONFIRM THAT I  
HAVE READ AND FULLY  
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AND WAIVING CERTAIN  
POTENTIAL RIGHTS, AND  
VOLUNTARILY AND FREELY  
AGREE TO THE TERMS AND  
CONDITIONS AS SET FORTH  
HEREIN.  
TODAY'S DATE:               01/31/2017

#### 11. [S]

**Supporting Documents:**

Thank you,  
City of Marion, IA

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