

**CITY OF CLARKSVILLE  
CITY COUNCIL SPECIAL MEETING  
September 23, 2019**

The Clarksville City Council met in special session September 23, 2019, in the temporary City Hall, Clarksville, Iowa, at 4:15 p.m. with Mayor Val Swinton in the Chair and Council Members Todd Fails, Jeff Kolb, and Diane Renning. Roger Doty and Kenny Smith absent. Attending was Barry Mackey, Police Chief; Matt Kampman, Maintenance Superintendent; Ryan McCully, Maintenance Assistant; Lori Peterson and Kayla Hinders, Financial Administration.

The meeting was called to order by the Mayor, and the roll was called showing the following named Council Members present and absent:

Present: Todd Fails, Jeff Kolb, Diane Renning

Absent: Roger Doty, Kenny Smith

After due consideration and discussion, Council Member Fails introduced the resolution next hereinafter set out and moved its adoption, seconded by Council Member Kolb. The Mayor put the question upon the adoption of said resolution, and the roll being called, the following named Council Members voted:

Ayes: Fails, Kolb, Renning

Nays: None

Whereupon, the Mayor declared the resolution duly adopted, as hereinafter set out.

**RESOLUTION NO. 19-703**

Resolution authorizing and approving a Loan Agreement, providing for the issuance of a \$400,000 General Obligation Municipal Building Note and providing for the levy of taxes to pay the same

WHEREAS, the City of Clarksville (the "City"), in Butler County, State of Iowa, pursuant to the provisions of Section 384.24A or Section 364.4 of the Code of Iowa, heretofore proposed to enter into a General Obligation Municipal Building Loan/Lease-Purchase Agreement (the "Municipal Building Loan Agreement") and to borrow money thereunder in a principal amount not to exceed \$400,000 for the purpose of paying the costs, to that extent, of acquiring or constructing, furnishing and equipping a city hall facility, has published notice of the proposed action and has held a hearing thereon, on April 16, 2018, and as of such date, no petition had been filed with the City asking that the question of entering into the Municipal Building Loan Agreement be submitted to the registered voters of the City; and

WHEREAS, it is necessary at this time to authorize and approve the Loan Agreement and to make provision for the issuance of a \$400,000 General Obligation Municipal Building Note (the "Note") in evidence of the obligation of the City under the Loan Agreement.

Passed and approved on September 23, 2019.

Motion Fails, Renning, to approve development agreement with Clarksville Development Corporation. Agreement reads as follows:

This Development Agreement (hereinafter "Agreement") is made and entered into this 23rd day of September, 2019, by and between the City of Clarksville, Iowa (hereinafter "City") and Clarksville Development Corporation, (hereinafter "Developer").

WHEREAS, the City owns a parcel of land in Clarksville, Iowa, locally known as Rambo property, and legally described as:

POISALS ADD.LOT 1 & 2 BLK. 14

(hereinafter referred to "property"); and

WHEREAS, the City is desirous of timely additions to its tax space and economic development; and

WHEREAS, the Developer wishes to develop the property as rapidly as possible and that such development will result in a benefit for the City and the Developer; and

WHEREAS, the City considers development within the City to be a benefit to the community at large and is willing for the Developer to develop a residential home on said property for the benefit of future tax revenue as well as economic development; and

WHEREAS, improvements to said property shall be completed in a timely manner from the date of approval of this agreement pursuant to the terms and conditions indicated herein and below:

NOW, THEREFORE, in consideration of the mutual covenants above and below, the City and Developer agree as follows:

1. Developer agrees to promptly tear down and remove the existing house on said property within 90 days of entry into this agreement.

2. Upon completion of tear down of the existing structures the property will be marketed for sale for the construction of either one or two new residential homes on said lots. The City will participate with the Developer for the selection of a realtor if desired as well as marketing plan for the prompt sale of the property.

3. The City and the Developer will reach a mutually agreeable price for the sale of said lot to any potential purchaser.

4. Following the tear down of the existing structures on the property, Developer will provide an invoice itemizing the expense and costs associated with the tear down of the existing structures so as to ensure Developer recoups any costs associated with the tear down upon the sale of the lots.

5. The City agrees that upon receipt of an invoice itemizing costs for tear down of existing structures the City shall ensure the developer receives reimbursement for all costs associated with tear down at the time of the sale of the property.

6. In the event of any legal action becomes necessary to enforce or interpret the terms of the Agreement, the parties will attempt in good faith to promptly resolve any dispute arising out of or relating to this Agreement by good faith negotiations. The parties stipulate and agree that each party will be responsible for its own attorney's fees arising from the enforcement or interpretation of this Agreement.

7. This Agreement shall be binding upon the parties hereto, their successors and assigns.

8. This Agreement shall be interpreted according to the laws of the State of Iowa.

9. All notices, requests and other communications permitted or required herein shall be in writing and shall be effective when delivered to the addressee in person or when sent to such address by the United States registered or certified mail, return receipt requested, postage prepaid, hand delivery, or fax, at the addresses as follows:

a. For the City: City Clerk, 115 West Superior St. Clarksville, IA 50619

b. For the Developer: Chris Backer, 15218 Union Ave. Clarksville, IA 50619

**IN WITNESS WHEREOF**, the parties have executed this agreement on the date and year indicated.

RCV – Ayes: Fails, Kolb, and Renning. Nays: None. Absent: Doty and Smith. MC.

Motion Kolb, Renning, to approve purchase of internet at Volunteer Park.

RCV – Ayes: Fails, Kolb, and Renning. Nays: None. Absent: Doty and Smith. MC.

Motion Kolb, Fails, to set date and time for Halloween on Thursday, October 31, 2019 from 5:00 to 7:00 p.m.

RCV – Ayes: Fails, Kolb, and Renning. Nays: None. Absent: Doty and Smith. MC.

Motion Fails, to adjourn the City Council Special Meeting at 4:22 p.m.

Val F. Swinton  
Mayor

Attest: Lori A. Peterson  
City Clerk/Treasurer