

The Marion County Board of Supervisors met in regular session at 3014 E Main St Knoxville, IA 50138 on Tuesday, June 14, 2022 with Mark Raymie, Kisha Jahner, and Steve McCombs present. Public access to the meeting was available in-person and electronically. Chairman Raymie opened the regular session at 9:00 A.M.

Unless otherwise indicated, all the motions offered at this meeting were carried with the following vote:

Ayes: Raymie, Jahner, McCombs Nays: None Abstentions: None Absent: None

Agenda:

Jahner moved and McCombs seconded to approve the agenda as posted.

Communications: None

Public Comments: None

Consent Agenda:

Jahner moved and McCombs seconded to approve the consent agenda:

1. Approval of Marion County Warrants #245671 - #245987 through 6/14/2022.
2. Approval of Marion County Board of Supervisors Regular Session Minutes: 5/24/2022
3. Approval of Marion County employee salary adjustments. Complete list available in the HR Office.

Business:

1. Jahner moved and McCombs seconded to approve a Marion County Board of Supervisor Special Event Application as follows: Knoxville Area Minister's Association and Every Step Hospice – Flag Day Program 6/14/2022.

2. Mike Nardini, City of Pella, presented the Board with an update regarding the City of Pella activities, Prairie Ridge Subdivision, and the Timberview Urban Renewal Plan. He also indicated the City would be formally requesting an additional 5 year extension to the Timberview Urban Renewal Plan term. Jahner moved and McCombs seconded to end discussion.

3. McCombs moved and Jahner seconded to approve Resolution 2022-61 in Support of and Calling for a Special Election on the Imposition of a Local Option Sales and Services Tax Within the City of Pella, County of Marion, Iowa, at the Rate of 1% as follows:

Whereas, a one percent (1%) local option sales and services tax is currently imposed in the City of Pella, Marion County, Iowa; and

Whereas, the City Council of Pella, Iowa, to avoid a lapse in the collection of local sales and services tax revenues, desires that a proposition authorizing the imposition of a new local sales and services tax, effective January 1, 2024 until an automatic repeal date of December 31, 2043, without repeal of the current local sales and services tax, be placed on the ballot for the September 13th, 2022 election, pursuant to Iowa Administration Code Section 701-107.2(2); and

Whereas, other cities in Marion County and Marion County following an election, have approved the proposition of imposing a 1% sales and services tax for said cities and counties, according to Chapter 423B of the Code of Iowa.

Now, Therefore, Be It Resolved By The Board of Supervisors of Marion County, State of Iowa:

The Board of Supervisors of Marion County, Iowa, supports and agrees that the question of the imposition of a 1% local sales and services tax, effective January 1, 2024 until an automatic repeal date of December 31, 2043, without repeal of the current local sales and services tax, shall be submitted to the registered voters of the City of Pella in the special election on September 13, 2022.

The Board of Supervisors is hereby authorized and directed to provide a certified copy of this Resolution 2022-61 to the County Commissioner of Elections of Marion County, Iowa, and to the Board of Supervisors of Marion County, Iowa, and the City of Pella.

4. Chris Agan, Crystal Lake Association, presented an Application for Display of Fireworks for July 3, 2022. Discussion followed with Mike Van Nuewaal and County officials regarding notifications, road closures, distances, fire protection and language in the Marion County Fireworks Ordinance Chapter. It was noted one homeowner was not in favor of the firework display. Jahner moved and McCombs seconded to approve the Permit of Display of Fireworks on July 3, 2022.

5. Raymie moved and McCombs seconded to move forward with beginning the County Land Disposition Process regarding Marion County Parcel 18692-000-00 and request received from Rhianna Frost.

6. Jahner moved and McCombs seconded to approve Underwriting Engagement Agreement with D.A. Davidson regarding the Pleasantville Adkins Project.

7. Jahner moved and McCombs seconded to approve the following appointment:
- Marion County Commission of Veteran's Affairs: Curt Froyen term 7/1/2022 – 6/30/2025

8. Public Hearing: Chairman Raymie opened a Public Hearing at 9:59 AM regarding FY22 Proposed Marion County Budget Amendment #1 for July 1, 2021 through June 30, 2022. Marion County Auditor Jake Grandia presented a summary of the departmental amendment requests. No written or oral comments were received. Jahner moved and McCombs seconded to close discussion at 10:11 AM.

9. McCombs moved and Jahner seconded to approve Resolution 2022-52 Adoption of Marion County Iowa Budget Amendment #1 for FY22 beginning July 1, 2021 through June 30, 2022 as follows:

Whereas, IA Code 331.435 requires that after a budget amendment hearing, the Marion County Board of Supervisors shall adopt by resolution a budget amendment, and;

Whereas, the Marion County Board of Supervisors have met the budget publication requirements in IA Code 331.435 through publication in the Marion County Express, and;

Whereas, the Marion County Board of Supervisors have met the budget hearing requirements in IA Code 331.435 through the public hearing held on June 14, 2022 at 9:00 AM;

Therefore, Be It Resolved, on the 14th day of June 2022, the Marion County Board of Supervisors hereby adopts by resolution the Amendment #1 to County Budget for the fiscal year beginning July 1, 2021 and ending June 30, 2022.

10. Raymie moved and Jahner seconded to approve Resolution 2022-53 Appropriation of FY22 Marion County Budget Amendment #1 expenses as follows:

Whereas the Marion County Board of Supervisors approved Budget Amendment #1 for Fiscal Year 2021-2022, and

Whereas the monies need to be appropriated for each department to meet this budget,

Therefore, Be It Resolved the following monies be appropriated for each amended department listed for the Fiscal Year 2021-2022 year.

<u>Department</u>	<u>Original</u>	<u>Amendment</u>	<u>Total</u>
Court Services	185,328	20,000	205,328
Road Department	9,467,486	800,000	10,267,486
Conservation	1,513,806	736,906	2,250,712
Public Health	2,486,956	368,664	2,855,620
REAP	75,000	125,000	200,000
Medical Examiner	84,950	26,050	111,000
Mental Health	1,392,525	272,074	1,664,599
Non-Departmental	18,814,485	6,132,100	24,946,585

11. Jahner moved and McCombs seconded to approve Resolution 2022-56 Business Property Tax Credit Applications FY23 as follows:

Whereas, the process for business properties and the local Marion County, Iowa government offices regarding this tax credit is described in Iowa Code Chapter 426C – Business Property Tax Credit, and

Whereas, the Marion County Assessor is to receive business property tax credit applications through July 1, 2021 and recommend a list to allow/disallow to the Marion County Board of Supervisors, and

Whereas, the Marion County Board of Supervisors are required to allow or disallow the application claims of landowners for business property tax credits, and

Whereas, it is in the best interest of the property taxpayers in Marion County, Iowa to process such business property tax credit applications.

Now, Therefore, Be It Resolved the Marion County Board of Supervisors allow the new business property tax credit applications July 2, 2020 through July 1, 2021 as recommended by the Marion County Assessor per Iowa Code Chapter 426C. Said tax credits that were allowed be applied to the taxes payable 2022-2023. Tax credit applications lists are available from the Marion County Auditor's Office.

12. McCombs moved and Jahner seconded to approve Resolution 2022-59 Iowa Department of Transportation Agreement for a Revitalize Iowa's Sound Economy Program (RISE) Project (LDJ Hwy 163) as follows:

Whereas, an Agreement is to be entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT", and Marion County, Iowa, a Local Public Agency, hereafter designated the "Recipient" in accordance with Iowa Code Chapter 315;

Whereas, the Transportation Commission Order No. TS-2022-78 on May 10, 2022 approved an application for the Revitalize Iowa's Sound Economy Program (RISE) project proposed by Marion County for traffic safety improvements on Hwy 163 for LDJ Manufacturing, Inc. within Marion County, Iowa; and

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

Whereas, Agreement No. 2022-R-010 reflects the current concept of this project which is subject to modification by mutual agreed addendums to this agreement between the Recipient and the DOT; and

Now Therefore, Be It Resolved, the Marion County Board of Supervisors approve and enter into Agreement No. 2022-R-010 for DOT Project No. RC-CO63(144)—9A-63 for the Hwy 163 traffic safety improvements and as defined in said Agreement.

13. Jahner moved and McCombs seconded to approve Resolution 2022-60 Agreement for Engineering Services with Garden and Associates LTD for the LDJ RISE Project as follows:

Whereas, the State of Iowa has developed program funding, administered through the Iowa Department of Transportation entitled "Revitalize Iowa's Sound Economy (RISE); and

Whereas, said program is designed to assist the county in the development of appropriate transportation systems to attract and retain business and industry creating job opportunities for the citizens of those communities and improving the overall economic character of the area; and

Whereas, LDJ Manufacturing, Inc. is proposing a significant expansion in rural Pella that requires improved transportation access, and

Whereas, the proposed transportation improvement and associated engineering was awarded funds for the partial funding via the RISE program; and

Whereas, the proposed transportation improvements were recommended for consideration in the *Traffic Impact Letter*, completed by Garden & Associates, LTD. July of 2021 in accordance with the Iowa DOT Guidelines for Traffic Impact Analysis.

Whereas, the proposed project requires formal design, plan preparation for letting and public bidding, as well as construction inspection and administration.

Now Therefore, Be It Resolved the Board of Supervisors authorizes the execution and administration of an Agreement with Garden & Associates, LTD. to perform the engineering, design, and construction inspection/administration of the RISE project as detail in the Agreement for Professional Services.

14. Jahner moved and McCombs seconded to approve a Project Agreement – RISE Project for LDJ Manufacturing Inc. as follows

This Agreement is entered into between Marion County, Iowa (the “County”) and LDJ Manufacturing, Inc 1833 Hwy 163, Pella, IA 50219 (the “Company”) on the 14th day of June, 2022.

Whereas, the County, at the request of the Company, applied to the Iowa Department of Transportation (“DOT”) in order to assist the growing operations at the Company and the need to upgrade the road conditions leading to the Company’s facilities; and, Whereas, the County has been awarded grant funds through DOT Agreement No. 2022-R-010 (the “DOT Agreement”) to undertake the following project at a total estimated cost of \$281,251. Additionally, an estimated \$16,250 for Engineering Services is necessary, as the total exceeded the eligible maximum the grant would reimburse for Engineering.

LDJ Manufacturing, Inc. Highway 163 Safety Improvements shall include a portland cement concrete right-turn lane for Westbound Hwy 163 traffic and left-turn lane for Eastbound Hwy 163 traffic and a paved median cross-over (the “Project”); and,

Whereas, under the DOT Agreement, the maximum amount of grant funds to be provided by the DOT through the Revitalize Iowa’s Sound Economy (RSIE) grant is \$225,001 or approximately 80% of the actual cost of the Project; and,

Whereas, the County and Company desire to make a written agreement with respect to the implementation of the Project to which they pertain; and,

Now, Therefore, the County and Company agree as follows:

1. Project Development. The County shall be the lead organization to carry out provisions of the DOT Agreement. The County shall secure the services of a qualified contractor and be responsible for the development and completion of the Project pursuant to Iowa Code Chapter 314. LDJ shall have no liability or responsibility by reason of the construction of said paved turning lanes, nor for maintenance thereof, presently or at any time in the future.
2. Project Timing. The County and Company agree that completion of the Project must be done as expeditiously as possible in order for the Company’s expanded facility to operate more smoothly. The initiation of engineering services shall commence promptly upon execution of this Agreement. This Agreement does not guarantee any particular completion date, though the anticipated letting timeframe for the Project is fall of 2022. Efforts will be made by both parties to reduce the potential for unforeseen delays.
3. Project Funding. The County will ultimately be responsible for costs related to the Project up to 20% of the total estimated cost plus any additional engineering fees above the threshold of 15% of the subtotal of the estimated construction cost. The current estimate for the above is \$72,500. The DOT RISE grant will reimburse \$225,001 to the County upon compliance with program guidelines. The Company shall reimburse the County in an amount and manner as described in a separate agreement titled Contract for Reimbursement, to be executed contemporaneously with this Agreement.
4. Project Purpose. The County pursued a RISE Grant – and the DOT issued the RISE Grant – in reliance on the promises of the Company. Specifically, the Company promised the Project was necessary for the Company to expand its facility, and that such expansion would benefit the County and Company. Specifically, the Company stated the expanded facility will enable it to hire 45 additional full-time employees within the next 3 years, and an additional 12 more employees thereafter. The Project, which will improve transportation safety to and from the Company and its expanded facility, will enable this hiring. The average wages for those future positions are \$21.48, and the Company estimates the new positions will generate approximately \$1,800,000 annually in new earnings for Marion County.
 - a. In accordance with the DOT Agreement, the Company must submit an initial payroll to the DOT.
 - b. Within three years after completion of the Project, the Company must certify to the County that it has substantially completed the creation of 30 full-time jobs, and further, that jobs created are maintained for a six-month continuous period during the three-year monitoring period and that said jobs satisfy the average wage required in this agreement. The County shall thereafter certify the same to the DOT pursuant to paragraph 40 of the DOT Agreement.
5. Default. If the Company fails to satisfy the economic development following the Project as described in paragraph 4, the Company shall be in default of this Agreement. In addition, if the Company’s certifications, upon which the County reasonably relies, contain misrepresentations or are not timely provided as required, the Company is in default.

- a. In the event of default, the Company shall reimburse the County for any money paid back by the County to the DOT, up to the maximum of \$281,251 in expenses that would have been paid for by the DOT but for the default.
 - b. If the Company does not reimburse the County within 30 days, then the County shall assess any outstanding debt against the Company's property at 1833 Hwy 163 as a special assessment.
6. Project Review. The County shall notify and provide the Company with the opportunity to review project plans, specifications, and other agreements, including the related cost estimates, prior to the County's submission of such documents to the DOT pursuant to Section 23 of the DOT Agreement. The Company shall have fourteen (14) days after receiving such notice to review and communicate any requested changes to the County. Nothing in this Paragraph shall change the responsibility of the County to serve as the lead organization for carrying out the provisions of the DOT Agreement.
7. Grant Administration. The grant shall be administered by the County.
8. Contact Persons. All notices and communications to the County concerning matters related to this Agreement shall be provided to the County Engineer.
9. Administrative Provisions. This Agreement may not be amended by either party without the written consent of the other party. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. Successors. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties.
11. Term. This Agreement shall become effective on the date hereof and shall end on the date on which the Company has fulfilled Paragraph 4 of this Agreement.

15. Jahner moved and McCombs seconded to approve a contract with LDJ Manufacturing Inc. for RISE Grant as follows:

This contract is between Marion County (County), and LDJ Manufacturing, Inc. (Company).

The purpose of this contract will be for the Company to reimburse the County for half of the Non-Rise Grant Funds for the LDJ Highway 163 Traffic Safety Improvements project.

1. PARTIES. The parties to the agreement are Marion County (County) and LDJ Manufacturing, Inc. (Company).

2. AGREEMENT. The parties agree that Safety Improvements are a necessity on Highway 163 at the entrance to LDJ. The parties agree that turning lanes shall be installed for both West and East Bound traffic. The Company wishes to have turn-lanes installed because the development of these lanes will provide a safe and reliable route for the transportation of goods, raw product, and customers to the LDJ facility. The Company shall have no liability or responsibility by reason of the construction of said paved road, nor for maintenance thereof, presently or at any time in the future.

3. COST. The cost of the Non-Rise Funded project is \$72,500. The final cost of the project will be determined after the project has been completed. Iowa DOT will pay \$225,001 via a RISE grant. The Company agrees to pay 0% of the remaining cost of non-Rise Grant funds up to a maximum of \$0.00 in lump sum upon substantial completion of the construction of the project and no later than 60 days post final completion and payment for the Project.

All payments shall be made to Marion County and mailed to Marion County, 214 E. Main St., Knoxville, IA 50138.

4. DEFAULT. In the event that The Company fails to make the full payment due on or before the date it is due, the Company specifically agrees that the amount of the payment that is owed will be certified to the county auditor as a special assessment and entered upon the tax list, and the amount shall be collected as a special assessment on the Company's property.

5. PERFORMANCE. Marion County will ensure that the design and construction of the work to be performed will meet all applicable Iowa DOT specifications and standards. This contract does not guarantee any particular completion date. Work on the LDJ Manufacturing, Inc. Hwy 163 Safety Improvements Project is anticipated to be completed during the fall of 2022. The Company will not have any authority to determine the appropriateness of the paving or construction work and may not refuse to make payments for that reason.

6. COMPLETE AGREEMENT. This contract shall constitute the complete agreement of the parties as it pertains to amount and method of payment. No verbal agreements shall be binding on either party. Any amendments to this agreement shall be in writing and shall be signed by both parties and attached to this original contract.

16. Chris Nesteby, Marion County Facilities Director, presented the VA Campus Demolition Project update. The project is near completion with final duct bank removal taking place. There is an upcoming meeting with the seeding contractor. Jahner moved and McCombs seconded to close discussion.

17. McCombs moved and Jahner seconded to seconded to approve a 5-Day Class C Liquor License Application – Your Private Bartender fi event at Countryside Wedding and Events 1995 Hwy 5, Knoxville, IA.

18. Board of Supervisor Updates:

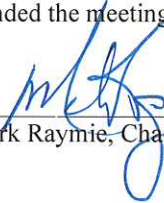
- McCombs: None
- Jahner: None
- Raymie: School Safety Meeting in Pella

Adjournment:

There being no other business, Jahner moved and McCombs seconded the meeting be adjourned at 10:48 A.M.



Jake Grandia, County Auditor



Mark Raymie, Chairman, Board of Supervisors

