



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

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

Please see instruction below:

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

Marion County is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us06web.zoom.us/j/83716652409?pwd=cUVzU1hTS1QvbCtjQVRZbzR5Vkh6Zz09>

Meeting ID: 837 1665 2409

Passcode: 140485

MARION COUNTY BOARD OF SUPERVISORS REGULAR AGENDA

3014 E Main St, Knoxville, Iowa

November 22, 2022 9:00 A.M.

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

Kisha Jahner_____ Mark Raymie_____ Steve McCombs_____

II. AGENDA –

1. November 22, 2022 Regular Session agenda.

III. COMMUNICATIONS

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

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

1. Marion County Claims through 11/22/2022.
2. Marion County Board of Supervisor Regular Session Minutes: 11/8/2022
3. Marion County employee salary adjustments. Complete list available in the Human Resource Office.
4. Marion County Conservation Board warrants #247921 - #247953 through 11/15/2022.

VI. BUSINESS –

1. Discussion/action: Road Department

Junction 92 Project - Plan of Finance presented by Michael Maloney , DA Davidson

Marion County, Iowa

November 2022

Road Department Financing



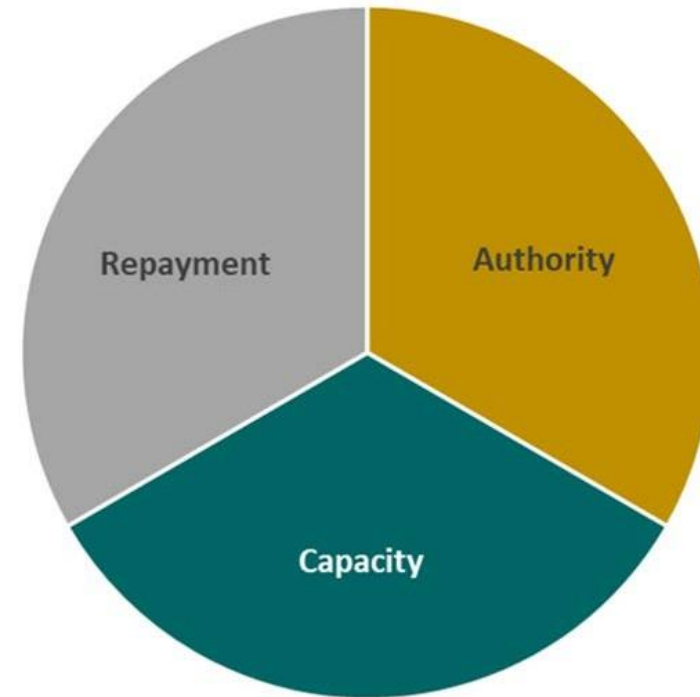
Michael Maloney, Managing Director
(515) 471-2723
mmaloney@dadco.com

Road Department Capital Improvements

- Old Highway 92 Junction Road Department Shop has been a priority to address in the near-term.
 - ✓ County Engineer has presented funding options and Board approved distribution of ARPA funds in October 2022.
 - ✓ Targeted future local option sales and services tax (LOSST) revenues to potentially finance balance of project costs.
- County has over \$16 million of projected road, bridge and culvert improvements for FY 23 – FY 27 (next five years).
 - ✓ Funding from annually budgeted property tax revenues and road use tax revenues (State distributions).
- While financing was discussed for Road Department Shop, County can more easily finance road, bridge and culvert improvements of an equal amount.
 - ✓ Not only provides access to capital, but also provides more flexibility for future debt repayment.
 - G.O. debt can be repaid from any allowable legal sources.

Long-Term Capital Planning

- **Authority**
 - ✓ How do we gain legal authority to proceed?
 - Public hearing.
 - Referendum.
- **Capacity**
 - ✓ When are we able to address these projects?
 - Legal Limits / Self-imposed Limits.
 - Timing Considerations.
- **Repayment**
 - ✓ How do we pay for that?
 - Revenue Sources.
 - Financing Sources.



General Obligation Bonds / Debt Capacity

- Lowest rate of interest among financing options.
- Backed by the full faith and credit of the County.
 - ✓ Can use other revenue sources in addition to property tax levy.
- State of Iowa limits issuer's general obligation (G.O.) debt to no more than 5% of actual valuation.
 - ✓ Marion County's 1/1/21 valuation (applicable for fiscal year 2022-23) is \$3,027,124,467.
 - ✓ G.O. debt limit is \$151,356,223.
 - ✓ After June 1st principal payments, the County will have \$16,075,000 of outstanding G.O. debt that counts towards this limit (12.63% used).
 - Approximately \$135,281,223 of capacity.

Financing Considerations – Road Department CIP

- Proposed Road Department Shop is estimated at \$8.5 million.
 - ✓ \$5.0 million of ARPA and other pay-as-you-go sources identified.
 - ✓ Net financing amount was projected at \$3.5 million.
- Road, bridge and culvert projects are annual projects.
 - ✓ Over \$16 million programmed in next five years.
 - Over \$9 million through FY 25.
- County would be able to secure G.O. bonding for road, bridge and culvert projects that have an economic development purpose.
 - ✓ Debt could be repaid by debt service levy tax revenues, LOSST revenues and/or Road Use Tax revenues each year (can change each budget cycle).
 - ✓ County would need to expect to spend the \$3.5 million of bond proceeds within three years (30% of total projected projects).

Potential Action Steps

- County Board would hold a simple public hearing process.
 - ✓ Includes project description and not-to-exceed borrowing amount.
- Bond Counsel (Ahlers) would work with County Engineer to review projects and analyze economic development purpose.
- County would then be able to follow through with remaining financing steps.
 - ✓ Development and approval of a preliminary official statement.
 - ✓ Securing a rating on the financing from Moody's Investors Service.
 - ✓ Market the Notes to potential investors.
 - ✓ Delivery of funds to the County.

MARION COUNTY, IOWA

General Obligation Capital Loan Notes, Series 2023A

Purpose: Road, Bridge and Culvert Improvements

Projected Timeline*

Date Prepared: November 7, 2022

December 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

Tuesday, November 22nd
Board Meeting:

- Board reviews Road Department plan of finance

Tuesday, December 13th
Board Meeting:

- Board considers resolution setting public hearing on financing

*Not Less Than 4 Nor More Than 20 Days
Prior to Public Hearing:*

- *Publish notice of public hearing on financing*

Tuesday, December 27th
Board Meeting:

- Board holds public hearing on financing

Tuesday, January 10th
Board Meeting:

- Board approves Preliminary Official Statement (offering document for financing)

Tuesday, January 24th
Board Meeting:

- Board considers approval of Note Purchase Agreement (locks in interest rates for financing)

Tuesday, February 14th
Board Meeting:

- Board authorizes issuance of Notes

Thursday, March 2nd:
(no meeting necessary)

- Closing / delivery of funds to County

*Preliminary, subject to change

2. Resolution 2022-80:

Authorize Funding Agreement with Iowa Department of Transportation for County-State-Traffic-Engineering-Program (CSTEP) Project (To accompany LDJ Hwy 163 RISE Grant improvements)

RESOLUTION NO. 2022-80

WHEREAS, an Agreement 5-22-CSTEP-027 is to be entered into by and between the Iowa Department of Transportation, hereinafter designated the "DOT" and Marion County, Iowa, for County-State Traffic Engineering Program (C-STEP) project funding.

WHEREAS, the DOT and Marion County pursue cooperative action to utilize additional funding from C-STEP to provide 35.75% match for the Revitalize Iowa's Sound Economy (RISE) Agreement 2022-R-010, as previously approved.

WHEREAS, the RISE funding will serve as the local match for the C-STEP funding

WHEREAS, this Agreement is for improvements to Hwy 163 at LDJ Manufacturing for turn lanes and paved median crossover improvements associated with CSTEP project No. CST-163-3(059)—4C-63 and RISE project RC-CO63(144)—9A-63.

NOW THEREFORE, BE IT RESOLVED, the Marion County Board of Supervisors approve and enter into Agreement No. 5-22-CSTEP-027 for Project No. CST-163-3(059)—4C-63 in association with the RISE project RC-CO63(144)—9A-63 and agreement 2022-R-010.

**IOWA DEPARTMENT OF TRANSPORTATION
AGREEMENT FOR
COUNTY-STATE TRAFFIC ENGINEERING PROGRAM
(C-STEP) PROJECT**

County: Marion County

Project Number: CST-163-3(059)--4C-63

Iowa Department of Transportation
Agreement Number: 5-22-CSTEP-027

Staff Action No.: 23-0100

This is an agreement, between Marion County, (hereinafter called the Recipient), and the Iowa Department of Transportation, (hereinafter called the Department), to enter into an agreement for joint or cooperative action by resolution or otherwise pursuant to the laws of the governing bodies involved.

The Recipient and the Department previously entered into the following agreement(s) for the following funding sources related to the above referenced project:

Funding Source	Agreement No.	Project No.	Full Execution Date
Revitalize Iowa Sound Economy(RISE)	2022-R-010	RC-C063(144)--9A-63	July 13, 2022

The Department provides funds through the County-State Traffic Engineering Program (C-STEP), a cooperative program for safety or operational improvements on the rural portion (outside corporate limits) of the State Primary Road System. These relatively low-cost solutions are designed to improve traffic flow and reduce crashes on rural sections of the primary highways.

The Department has made these funds available for reimbursement and will share eligible construction and right-of-way costs in the ratio of 55% Department funds and 45% local funds up to a maximum amount in Department funds of \$200,000 for any single "spot improvement". The Recipient will furnish the engineering and project supervision.

C-STEP program funds are also available for reimbursement for a "linear improvement" where the Department share is based on the type of work and ownership following project completion. When the Department retains jurisdiction of the subject roadway, reimbursement will be 30% with a maximum of \$45,000 per mile for rehabilitation projects or \$75,000 per mile for reconstruction projects. When the Recipient assumes jurisdiction of the subject roadway, reimbursement will be 60%, with a maximum of \$90,000 per mile for rehabilitation projects or \$150,000 per mile for reconstruction projects. In all cases the Recipient will furnish the engineering and project supervision.

A "spot improvement" shall mean a limited improvement project or a division of a project such as intersection reconstruction; and a "linear improvement" shall mean an improvement project such as highway widening, rehabilitation, and reconstruction.

The Recipient proposes to develop and complete the following described spot improvement project:

Improvements to IA 163 near mile marker 37.13, 0.4 Mi E of 180th Ave. The improvements include PCC paving of the median cross-over, and construction of an eastbound left-turn lane and westbound right-turn lane that include deceleration lanes.

The estimate project cost for improvements is \$463,083, with \$165,582 requested from C-STEP funds. The local contribution for the project includes \$72,500 from the County, including previously secured \$ 225,001 RISE grant.

Pursuant to the terms of this agreement, applicable statutes, and Administrative Rules, the Department agrees to provide C-STEP funding to the Recipient for the authorized and approved costs for eligible items associated with said improvements.

In consideration of the foregoing and mutual promises contained in this agreement, the parties agree as follows:

1. The Recipient shall be the lead local governmental agency for carrying out the provisions of this agreement and shall be responsible for the development and completion of the C-STEP project.
2. All notices required under this agreement shall be made in writing to the Department and the Recipient's contact person. The Department's contact persons shall be the Local Systems Project Development Engineer, Christy VanBuskirk, and Central Region Local Systems Field Engineer, Brian J. Catus. The Recipient's contact person shall be the Marion County Engineer.
3. The Department will share eligible construction and right-of-way costs as indicated below:

☒ SPOT IMPROVEMENT

Department Share	Recipient Share	Department Maximum	Estimated Cost
55%	45%	\$200,000	\$ 463,083

4. If, upon completion of final plans, the Recipient's cost estimate exceeds the preliminary total estimate contained herein by 20% or more, the increased cost must be approved by the Department prior to advertisement for bids. Extra work, requested subsequent to the contract letting, must also be approved by the Department prior to commencement of the extra work.
5. If any part of this agreement is found to be void and unenforceable, then the remaining provisions of this agreement shall remain in effect.
6. This agreement is not assignable without the prior written consent of the Department.
7. This agreement, and the attached Exhibit A and Exhibit B, constitutes the entire agreement between the Department and the Recipient. No representations, promises, or warranties have been made by either party that is not fully expressed in this agreement. Any change or alteration to the terms of this agreement must be made in the form of an addendum to this agreement which shall be effective only upon written approval of the Department and the Recipient.

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date shown opposite the signature below:

County: Marion

By: _____ Date: _____
Chair, Board of Supervisors

I, _____, certify that I am the Auditor of Marion County, and that
_____, who signed said Agreement for and on behalf of the Recipient
was authorized to execute the same by virtue of a formal Resolution passed and adopted by the Recipient
on the _____ day of _____.

Signed: _____

Auditor of Marion County, Iowa

Date: _____

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

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

EXHIBIT A

Standard Provisions for U-STEP or C-STEP Project Agreements

1. In accordance with Iowa Code Chapter 216, the Recipient shall not discriminate against any person on the basis of race, color, creed, age, sex, sexual orientation, gender identity, national origin, religion, pregnancy, or disability.
2. The project plans, specifications, and engineer's cost estimate for the project shall be prepared and certified by a registered Professional Engineer licensed in the State of Iowa. The Recipient shall submit the plans, specifications, and other contract documents to the Department for review and approval. If the project will be let by the Department, the most recent edition of the Iowa DOT Standard Specifications for Highway and Bridge Construction shall be used. The Recipient shall also follow the Department's letting procedures. If the project will be let by the Recipient, the project may utilize the Iowa DOT Standard Specifications for Highway and Bridge Construction, the Statewide Urban Design and Specifications, or specifications developed by the Recipient.
3. The Recipient shall use positive efforts to solicit bids from and to utilize Targeted Small Business (TSB) enterprises as contractors and ensure that the contractors make positive efforts to utilize these enterprises as subcontractors, suppliers, or participants in the work covered by this agreement. Efforts shall be made and documented in accordance with Exhibit B.
4. The Recipient shall obtain agreements, as needed, from railroad and utility companies and shall obtain project permits and approvals, when necessary, from the Iowa Department of Cultural Affairs (State Historical Society of Iowa; State Historic Preservation Officer), Iowa Department of Natural Resources, U.S. Coast Guard, U.S. Army Corps of Engineers, etc.
5. If right-of-way must be acquired for the project, the Recipient shall negotiate and secure the necessary right-of-way using the most appropriate of the following methods:
 - A. When right-of-way is to be acquired, before acquisition procedures are begun, the Recipient shall meet staff from the Department's Office of Right of Way (ROW) to assure compliance with the U.S. Code, the Iowa Code, and 761 Iowa Administrative Code (IAC) Chapter 111; and determine what parcels, if any, are to be acquired in the name of the Department and what parcels, if any, in the name of the Recipient.
 - B. Should eminent domain proceedings be required, the Recipient will condemn or appeal in the name of the Recipient or the Department, whichever applies. The project letting may not be held until the Recipient has certified that the right-of-way has been acquired. Upon completion of the acquisition for each parcel, all original documents for the acquisition shall be delivered to and become the property of the Department.
 - C. The Recipient will meet with the Department's Office of Right of Way staff to determine who shall be responsible for demolition and/or property management functions.
 - D. In accordance with 761 IAC Section 150.3(1)(b), the Recipient will be responsible for providing, without cost to the Department or the project, all right-of-way which involves dedicated streets or alleys, and other Recipient-owned lands, easements, and rights in land except park lands, subject to the condition that the Department will reimburse the Recipient for the value of improvements situated on said Recipient-owned lands if any. The Recipient has apprised itself of the value of these lands and, as a portion of its participation in the project, voluntarily agrees to make such lands available without further compensation.
6. The Recipient as well as its contractors, if any, agree to maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement and to make such materials available at their respective offices at reasonable times during the Agreement period and for 3 years from the date of the final payment under the Agreement, for inspection by the Department.

7. The Recipient shall be responsible for obtaining all applicable permits from the Department, such as the Right to Occupy and/or Perform Work Within the Department's Right-of-Way, Permit of Access, Utility Accommodation, Right to Install and Maintain Traffic Control Devices, and/or other construction permits required for the project prior to advertisement for bids.
8. For projects let by the Department, the Recipient shall submit to the District an acceptable Project Development Certificate (Form 730002), plans, specifications, and cost estimate by the dates specified in the most current edition of Instructional Memorandum (I.M.) 3.010, Project Development Submittal Dates and Information. The Recipient shall also follow the Department's letting procedures. For projects let by the Recipient, the Project Development Certificate, plans, specifications, and cost estimate shall be submitted to the District at least 4 weeks prior to advertisement for bids.
9. Upon Department acceptance of the Project Development Certificate, final plans, proposal forms, specifications, and cost estimate, the Department will give the Recipient a written notice to proceed with the project. If the project will be let by the Recipient, advertisement for bids shall not be made until a written notice to proceed is received from the Department. After receiving the Department's approval, the Recipient shall advertise for bidders, hold a public letting, and provide adequate supervision for the construction work performed under the contract. The Recipient shall submit 2 copies of the bid tabulations and the letting documents to the Department for concurrence prior to formal action in the award of the contract.
10. If the Recipient lets the project, as described herein, the Recipient shall include in their Notice to Bidders that Sales Tax Exemption Certificates will be issued, as provided for by Iowa Code section 423.3, subsection 80. The Recipient shall be responsible for obtaining the sales tax exemption certificates through the Iowa Department of Revenue and Finance. The Recipient shall issue these certificates to the successful bidder and any subcontractors to enable them to purchase qualifying materials for the project free of sales tax.
11. The project must be let to contract within 2 years of the date this agreement is approved by the Department. If not, the Recipient may be in default, for which the Department may revoke funding commitments. This agreement may be extended for a period of 6 months upon receipt of a written request from the Recipient at least 30 days prior to the 2 year deadline.
12. The Recipient will be responsible for the initial costs of the construction. The Recipient shall prepare and submit to the Department a detailed billing statement of materials, installation, and construction costs incurred by the Recipient. Billing statements may be submitted periodically during progress of the work. Design, inspection, and administration costs will be the responsibility of the Recipient. If said statement and documentation are in proper form, the Department will promptly reimburse the Recipient for eligible project costs, less a withholding equal to 5% of the State share of construction costs, taking into account the limitations as stated in the agreement. If, upon final audit or review, the Department determines the Recipient has been overpaid, the Recipient shall reimburse the overpaid amount to the Department. After the final audit or review is complete and after the Recipient has provided all required paperwork, the Department will release the State funds withheld.
13. Signs and other traffic control devices necessary for construction of the project shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD) per 761 IAC Chapter 130. The safety of the general public shall be assured through the use of proper protective measures and devices such as fences, barricades, signs, flood lighting, and warning lights as necessary.
14. If a detour is necessary, the Recipient will designate and sign the route at no cost to the project. The Department will cooperate if primary highways are involved.
15. Parking shall be prohibited on the minor street approaches for a distance of 35 feet in advance of the stop signs and/or crosswalks and on the exit sides of the minor streets for a distance of 35

- feet beyond the stop signs and/or crosswalks. These parking restrictions shall go into effect at such time as the project is completed and opened to through traffic.
16. Upon completion of the project, the Recipient's engineer will certify that the project was completed in substantial compliance with the plans and specifications set out in this agreement before receiving final reimbursement of Department funds.
 17. The Recipient shall provide to the Department 3 copies of the "as-built" project plans, within 6 months after the project is built.
 18. The Recipient shall have ownership of traffic signals constructed with this project and shall operate them at its expense so long as signal protection is considered by either party as necessary at said location. If considered by both parties as no longer necessary at said location, the signals are to be removed by the Recipient at the Recipient's expense, and may be installed at another location acceptable to both parties and shall be owned and operated at the expense of the Recipient.
 19. The Recipient shall submit a final detailed billing statement to the Department no later than 1 year after the date the Department concurs in the acceptance of the completed construction. If a final detailed billing statement is not submitted to the Department by the Recipient in the 1 year period, the Department will close the project's financial records without making additional reimbursement to the Recipient unless a time extension is requested. The time extension should be requested in writing by the Recipient and approved by the Department, at least 30 days prior to the 1 year deadline.
 20. The Recipient agrees to indemnify, defend, and to hold the Department harmless from any action or liability arising out of the design, construction, maintenance, placement of traffic control devices, inspection, or use of this project. This agreement to indemnify, defend, and hold harmless applies to all aspects of the Department's application review and approval process, plan and construction reviews, and funding participation.
 21. In case of dispute concerning the terms of this agreement, the parties shall submit the matter to arbitration pursuant to Iowa Code Chapter 679A. Either party has the right to submit the matter to arbitration after 10 days notice to the other party of their intent to seek arbitration. The written notice must include a precise statement of the dispute. The Department and the Recipient agree to be bound by the decision of the appointed arbitrator. Neither party may seek any remedy with the State or Federal courts absent exhaustion of the provisions of this paragraph for arbitration.

EXHIBIT B

UTILIZATION OF TARGETED SMALL BUSINESS (TSB) ENTERPRISES
ON NON-FEDERAL AID PROJECTS
(THIRD-PARTY STATE-ASSISTED PROJECTS)

In accordance with Iowa Code Section 19B.7, it is the policy of the Iowa Department of Transportation (Iowa DOT) that Targeted Small Business (TSB) enterprises shall have the maximum practicable opportunity to participate in the performance of contracts financed in whole or part with State funds.

Under this policy the Recipient shall be responsible to make a positive effort to solicit bids or proposals from TSB firms and to utilize TSB firms as contractors or consultants. The Recipient shall also ensure that the contractors or consultants make positive efforts to utilize TSB firms as subcontractors, subconsultants, suppliers, or participants in the work covered by this agreement.

The Recipient's "positive efforts" shall include, but not be limited to:

1. Obtaining the names of qualified TSB firms from the Iowa Economic Development Authority (515-348-6159) or from its website at: <https://www.iowaeda.com/small-business/targeted-small-business/>
2. Notifying qualified TSB firms of proposed projects involving State funding. Notification should be made in sufficient time to allow the TSB firms to participate effectively in the bidding or request for proposal (RFP) process.
3. Soliciting bids or proposals from qualified TSB firms on each project, and identifying for TSB firms the availability of subcontract work.
4. Considering establishment of a percentage goal for TSB participation in each contract that is a part of this project and for which State funds will be used. Contract goals may vary depending on the type of project, the subcontracting opportunities available, the type of service or supplies needed for the project, and the availability of qualified TSB firms in the area.
5. For construction contracts:
 - a) Including in the bid proposals a contract provision titled "TSB Affirmative Action Responsibilities on Non-Federal Aid Projects (Third-Party State-Assisted Projects)" or a similar document developed by the Recipient. This contract provision is available from the Administering Bureau.
 - b) Ensuring that the awarded contractor has and shall follow the contract provisions.
6. For consultant contracts:
 - a) Identifying the TSB goal in the Request for Proposal (RFP), if one has been set.
 - b) Ensuring that the selected consultant made a positive effort to meet the established TSB goal, if any. This should include obtaining documentation from the consultant that includes a list of TSB firms contacted; a list of TSB firms that responded with a subcontract proposal; and, if the consultant does not propose to use a TSB firm that submitted a subcontract proposal, an explanation why such a TSB firm will not be used.

The Recipient shall provide the Iowa DOT the following documentation:

1. Copies of correspondence and replies, and written notes of personal and/or telephone contacts with any TSB firms. Such documentation can be used to demonstrate the Recipient's positive efforts and it should be placed in the general project file.
2. Bidding proposals or RFPs noting established TSB goals, if any.
3. Form 260017 "Checklist and Certification for the Utilization of TSBs" shall be filled out upon completion of each project, and sent to Iowa Department of Transportation, Civil Rights Bureau, 800 Lincoln Way, Ames, IA 50010: <https://iowadot.seamlessdocs.com/f/ChecklistandCertforUtilizationofTSBonNonFederalProjects>.

3. Resolution 2022-84:

Authorize Flagler Bridge Design Supplemental Agreement No. 2 with Calhoun Burns & Associates

RESOLUTION NO. 2022-84

WHEREAS, Marion County has a bridge on Co. Rd. T15 between 169th Ave. and Lucas Dr. , bridge number 59039557 (NBIS 23910) over the Burlington Northern Sante Fe (BNSF) Railroad and stream, and;

WHEREAS, this bridge is of an age and condition that it is in need of repair and/or replacement and;

WHEREAS, analysis of the bridge design options and preliminary design are complete by Calhoun-Burns and Associates, Inc. and;

WHEREAS, a supplemental contract is necessary to proceed to the final design and final railroad coordination,

NOW THEREFORE, BE IT RESOLVED; the Board of Supervisors authorizes the County Engineer to execute Supplemental Agreement No. 2 for the current contract with Calhoun-Burns and Associates, Inc. to perform the final design and prepare the documents of construction documents and final railroad coordination.

November 16, 2022

Tyler Christian, P.E.
Marion County Engineer
402 Willetts Drive
Knoxville, IA 50138

**RE: SUPPLEMENTAL AGREEMENT NO. 2 FOR FINAL DESIGN
MARION COUNTY BRIDGE NO. 59039557/ FHWA 239810
PROJECT NO. BRS-C063(142)--60-63
CB&A NO. 2021220**

Dear Tyler:

This Supplemental Agreement No. 2 is submitted in accordance with our current Consulting Engineering Contract dated August 4, 2021, and your recent request for final design services regarding your bridge no. 59039557 on County Road T15, over the BNSF Railway/NS Railway and a tributary of English Creek. This bridge also is commonly referred to locally as the Flagler Bridge.

Now that the work of the actual type, size, and location of the replacement bridge has been completed, the optimum structure is a two span 292'-0" x 40'-0" PPCB bridge at a 0° skew. The preliminary design plans are included as Attachment A.

In addition, there will be approximately eight and one half (8½) stations of roadway grading and paving required to properly connect the new profile grade line to the existing profile. Per your email dated November 2, 2022, to Lowell Miller, we understand that the status of the grading and paving documented on the preliminary plans as TEMPORARY and FUTURE is now permanent and to be incorporated into final design of the project.

We propose to perform the final design work for the following additional fees:

V.B ROAD PLANS

i. FINAL DESIGN:	LUMP SUM = \$ 5,800.00
ii. FINAL DETAILING:	LUMP SUM = \$ 3,800.00
iii. FINAL DRAFTING:	LUMP SUM = \$ 5,400.00

Tyler Christian, P.E.
November 16, 2022
Page 2

V.C BRIDGE PLANS

i. FINAL DESIGN:	LUMP SUM = \$ 48,200.00
ii. FINAL DETAILING:	LUMP SUM = \$ 31,400.00
iii. FINAL DRAFTING:	LUMP SUM = \$ 44,900.00
iv. AGENCY, RAILROAD, PROJECT COORDINATION, AND SUBMITTALS, ETC.:	HOURLY RATES \$ 17,500.00
v. SHOP DRAWINGS, WAVE EQUATION, CONSULTATION DURING CONSTRUCTION, ETC.:	HOURLY RATES \$ 2,500.00

Please note that item V.C.v had been included in the Contract in anticipation of a replacement bridge with standard bridge span lengths and driven H-pile foundations. As you are aware, the result of the preliminary design is a fully custom bridge with drilled shaft foundations at the pier and H-pile foundations at the abutments. Thus, the amount noted on this Supplemental Agreement is in addition to that of the Contract.

All provisions of the original Contract and Supplemental Agreement No. 1 remain in effect except as modified by this Supplemental Agreement No. 2.

Please review this submittal and, if it is acceptable, obtain the required County signatures then return one signed and dated copy to me for our file.

We are ready to complete the work and will do another good job for you and Marion County.

Sincerely,


MICHAEL A. VANDER WERT, P.E.
PRESIDENT

APPROVED FOR THE COUNTY:

BOARD OF SUPERVISORS – CHAIR

DATE: _____

ATTESTED BY:

TYLER CHRISTIAN, P.E.
MARION COUNTY ENGINEER

DATE: _____

4. Resolution 2022-85:

Designate Stop and Yield Regulatory Signage

RESOLUTION NO. 2022-85

WHEREAS, the Marion County Board of Supervisors is empowered under authority of sections 321.236 and 321.255 of the Code of Iowa to designate any secondary road intersection under their jurisdiction as a Stop intersection and to erect appropriate signs at one or more entrances to such intersection per section 321.345, and

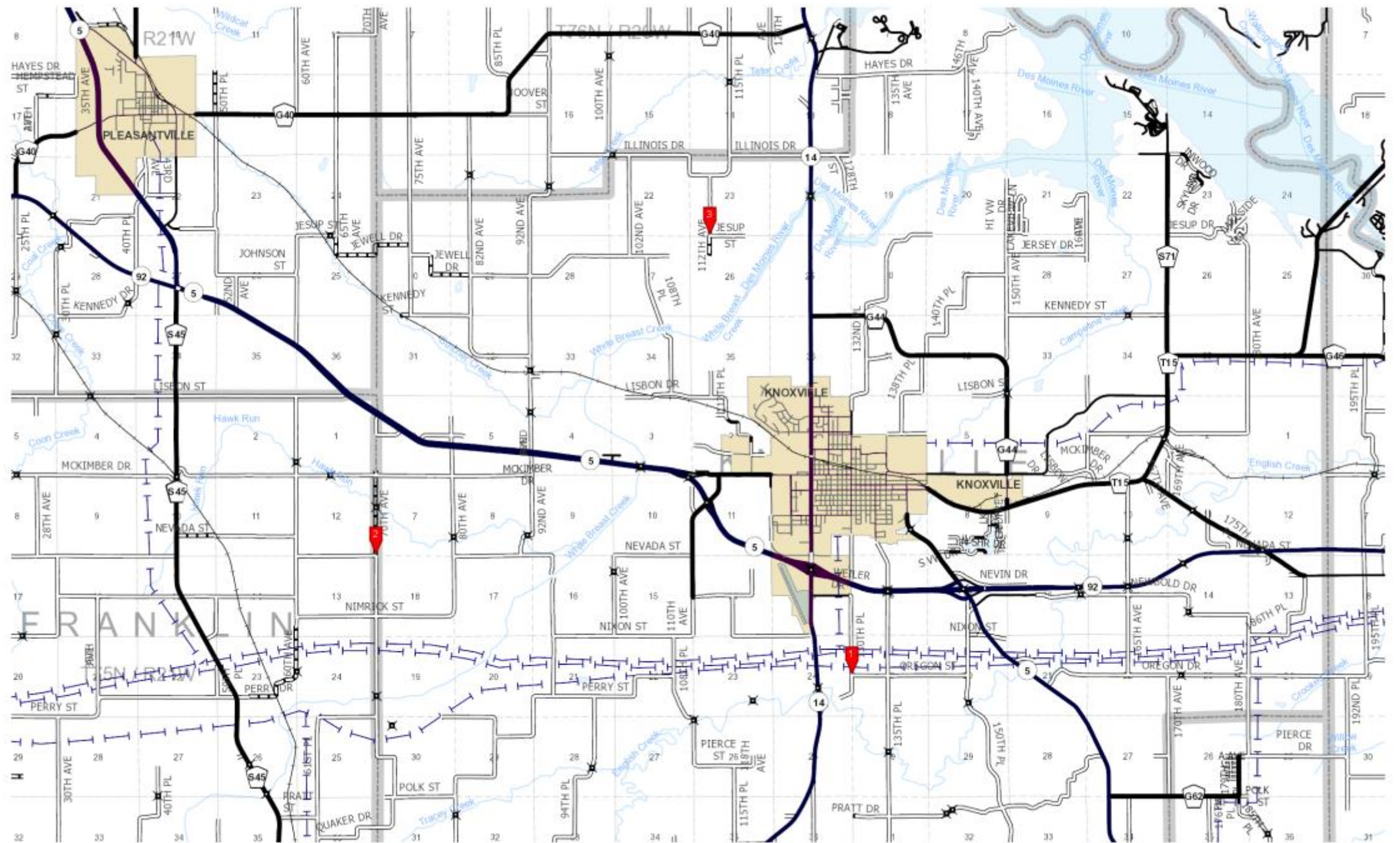
WHEREAS, Marion County has jurisdiction over the Secondary Road System and,

WHEREAS, an engineering review for each of the following locations was completed and it was determined to erect, or relocate regulatory signs to regulate traffic and promote safe maneuvers of vehicular traffic at these intersections,

WHEREAS, the County Engineer recommends stop signs for the particular direction of travel at the intersections listed below and,

NOW THEREFORE BE IT RESOLVED: the Marion County Board of Supervisors designate stop locations for the secondary road system as listed below.

<u>Route</u>	<u>Intersection</u>	<u>Direction of Stop</u>
130 th Pl.	Oregon Dr.	NB (remove WB Stop)
70 th Ave.	Nevada St.	SB (remove EB Stop)
112 th Ave.	Jesup St	NB (remove WB Yield)



5. Resolution 2022-86:

Cattle Pass Agreement Authorization

Marion County Resolution No. 2022-86

WHEREAS, Iowa Code 320.4 permits the Board of Supervisors to designate part of a highway and grant permission for the construction and maintenance of cattleways over or under such highways; and

WHEREAS, a request has been presented by a Mahaska County resident to construct and maintain a cattle crossing under 140th St. in Mahaska County; and

WHEREAS, the jurisdiction of 140th St. east of the County line is with Mahaska County, per the 28E Maintenance Agreement, Marion County is responsible for routine and special maintenance; and

WHEREAS, the county engineers of each county have discussed and agreed to the cattle pass agreement accompanying this resolution; and

WHEREAS, the Board has the authority to approve the execution of such agreement; and

NOW THEREFORE, BE IT RESOLVED the Board of Supervisors of Marion County authorize the execution of the Cattle Pass Agreement for Access Across Highway, in reference to 140th St in Mahaska County and as requested by Brendan and Valerie Terpstra.

6. Receive and File:

2022 Marion County Weed Commissioner – IRVM Activity Report

MARION COUNTY WEED COMMISSIONER

Marion County Weed Commissioner
Phil Groenendyk
214 E Main St
Knoxville IA 50138
Phone – 641-891-5118
Fax – 641-828-6351

WEED COMMISSIONER – IRVM

ACTIVITY REPORT

2022

This year has been a more active year than the last few. I had several complaints about private properties and a few about county R.O.W.s.

I took pictures and wrote two noncompliance letters and was able to visit by phone with the others. All complaints were resolved without any problems. So far I haven't had any repeat complaints from the past years.

The majority of complaints continue to come from small acreages and absentee land owners on non-farmed ground.

Phil Groenendyk



Acting Weed Commissioner

7. Discussion/action:

2022 Marion County Weed Commissioner Report



2022 WEED COMMISSIONER'S REPORT

For the County of: Marion

Submit to County Board of Supervisors by: November 1, 2022
Return copy to the IDALS office by: December 1, 2022

Weed Commissioner's Contact Information:

Name <u>Phil Groenendyk acting Commissioner</u>	Year Appointed <u>2015</u>
<u>Randy Caruthers I.R.U.M.</u>	Telephone <u>641-891-5118</u>
Address <u>996 198th PL</u>	Alternate Telephone
City, Zip Code <u>Pella Iowa 50219</u>	Pesticide Certificate # <u>53549</u>
Email Address <u>donna.groenendyk@hotmail.com</u>	

Which of the noxious weeds have you found in your county?

- 1 - Found, a problem in my county
2 - Found, but not a problem

- 3 - Not known in my county
? - If you cannot identify this plant

Primary Noxious Weeds	Answer	Secondary Noxious Weeds	Answer
Buckthorn	<u>2</u>	Buckhorn Plantain	<u>1</u>
Bull Thistle	<u>1</u>	Cocklebur	<u>1</u>
Canada Thistle	<u>1</u>	Curly Dock (Sour Dock)	<u>1</u>
Field Bindweed	<u>2</u>	Multiflora Rose	<u>1</u>
Hoary Cress (Perennial Pepper-grass)	<u>2</u>	Poison Hemlock	<u>1</u>
Horse Nettle	<u>2</u>	Puncturevine	<u>2</u>
Leafy Spurge	<u>1</u>	Red Sorrel (Sheep sorrel)	<u>2</u>
Musk Thistle	<u>1</u>	Shattercane	<u>2</u>
Palmer Amaranth	<u>1</u>	Smooth Dock	<u>1</u>
Perennial Sow Thistle	<u>1</u>	Teasel	<u>1</u>
Quackgrass	<u>1</u>	Velvetleaf (Butterprint)	<u>1</u>
Russian Knapweed	<u>1</u>	Wild Carrot	<u>1</u>
		Wild Mustard	<u>1</u>
		Wild Sunflower	<u>1</u>

Invasive Prohibited Plants	Answer		
Garlic Mustard	<u>2</u>		
Japanese Hop	<u>1</u>		
Japanese Knotweed	<u>1</u>		
Oriental Bittersweet	<u>1</u>		
Purple Loosestrife	<u>1</u>		

Please list any other plants which are a problem or a concern in your county:

As County Weed Commissioner, do your duties include roadside spraying?

Yes ☐ No ☒

Did your county publish a Notice of Program for weed control pursuant to the provisions of Title VIII Chapter 317 Section 317.14?

Yes ☒ No ☐

Did your county employ contract spraying during 2022?

Yes ☐ No ☒

If yes, what percentage of your total spray program is contracted? _____%

If possible, please list the contract rates. \$/mile _____

Total contract cost \$ _____

In the past year how much did your county spend on purchasing herbicides?

\$ 45,534.55

How many times during 2022 was it necessary to serve a noxious weed notice?

Private (written) 1 Public (written) (DOT, DNR, CCB) _____

How many times did you contact individuals personally, rather than sending them a weed control notice?

Private (verbal) 5 Public (verbal) (DOT, DNR, CCB) _____

How many times did you actually enter private or public land, control weeds, and assess the cost to the owner?

0

How many months were you employed as weed commissioner in 2022?

12 months

Are your duties as weed commissioner incorporated into another county job?

Yes ☐ No ☒ If Yes, what? _____

Weed Comm. Duties _____% IRVM Duties _____%

Other County Duties _____%

How does the overall county weed situation compare with last year?

Improved ☐ Unchanged ☐ Worse ☒

Comments?

possibly because of covid there was very little interaction last year

Is brush control included in your weed commissioner duties?

Yes ☐ No ☒

If yes, what method(s) do you use? (Circle all that apply):

Spraying ☐ Cutting ☐ Stump treatment ☐ Basal bark ☐

Other, explain _____

What are your suggestions and/or recommendations which may improve your county weed and brush infestations?

absentee property owners and are a big problem

What herbicides did your county use in your weed control program? Be specific.

please list brand name and quantity of each. Please do not list surfactants or adjuvants. If the spray program is contracted in your county, ask your contractor for this information. Add another page if necessary.

Herbicide usage table:

CHEMICAL/BRAND	RATE USED	QUANTITY USED	TO CONTROL?
(Example) Milestone	4 fluid ounces per acre	3.32 gallons	Thistle and teasel on roadside
Terraviva	2.85 acres per acre	40 #	Noxious weeds on roadsides
(Premix) Vastlan Milestone Escort XP	1 gallon per acre	135 gals	Noxious weeds and brush on roadsides
(Premix) Vastlan Method 240SL Milestone Escort XP	1.5 gallons per acre	60 gals	Noxious weeds and brush on roadsides
Freelexx	1 Quart per acre	30 gals	Weed around guardrails, bridges and buildings
Habitat	1 Quart per acre	30 gals	Weeds around guardrails, bridges buildings
Rodeo	1 Quart per acre	30 gals	grass and weeds around guardrails bridges and buildings
Milestone	7 ounces per acre	12 Quarts	Teasel and Thistles on roadsides
Barlon 4a	2 pints per acre	30 gallons	Brush and noxious weeds on roadsides
Pathway	1 gallon per acre approx.	60 gallons	cut stump treatment on brush
Escort XP	2 ounces per acre	32 ounces	Brush and noxious weeds on roadside
Barlon 3a	1 Quart per acre	30 gallons	Brush and noxious weeds on roadside

The above report is true to the best of my knowledge.

Signature

Phil Groenendyk
Randy Amthor
County Weed Commissioner

11-4-2022
Date

Signature

Chairman, County Board of Supervisors

Date

Please return a copy to:

Iowa Department of Agriculture and Land Stewardship
Attn: State Weed Commissioner
2230 S Ankeny Blvd
Ankeny, IA 50023-9093

8. Discussion/action:

Authorize 28E Agreement with Iowa Department of Transportation for Driver's License Services

9. Resolution 2022-83:

Marion County Official 2023 Employee Holidays

RESOLUTION # 2022-83

MARION COUNTY OFFICIAL 2023 EMPLOYEE HOLIDAY RESOLUTION

WHEREAS it is the policy of Marion County to recognize certain days of importance as holidays and pay employees for time off on that day and,

WHEREAS said days are established annually by the Board of Supervisors.

NOW THEREFORE BE IT RESOLVED BY THE MARION COUNTY BOARD OF SUPERVISORS the County authorizes the following days as Official 2023 Holidays:

January 2, 2023	Monday	New Year's Day - Observed
January 16, 2023	Monday	Martin Luther King Jr's Day
February 20, 2023	Monday	President's Day
May 29, 2023	Monday	Memorial Day
July 4, 2023	Tuesday	Independence Day
September 4, 2023	Monday	Labor Day
November 10, 2023	Friday	Veteran's Day - Observed
November 23, 2023	Thursday	Thanksgiving Day
November 24, 2023	Friday	Friday after Thanksgiving
December 25, 2023	Monday	Christmas Day
Floating Holiday		

10. Public Hearing:

Proposed Marion County Ordinance 2022-3 rezoning from A-1 Agricultural to A-R Ag Residential for parcels 12672-003-00 and 12673-035-00 described as the The SW 1/4 of the SE1/4 of Section 22, Township 76 North, Range 18 West of the 5th P.M. except the following three tracts:

1. The East 460 feet of the South 340 feet thereof;
2. Parcel E thereof according to the Plat of Survey recorded in Book 2017, Page 1141; and
3. Parcel F thereof according to the Plat of Survey recorded in Book 2021, Page 4463.

and

The SE1/4 of the SW/14 of Section 22, Township 76 North, Range 18 West of the 5th P.M., except beginning at a point 60.7 feet West of the Southeast corner of said 1/4 1/4, thence North 648 feet, thence West 370 feet, thence South 51°31' West 498.29 feet; thence South 71°10' West 519.83 feet, thence South 170 feet to the South line of said 1/4 1/4, thence East along said South line 1251.9 feet to place of beginning.

PUBLIC HEARING
MARION COUNTY BOARD OF SUPERVISORS
NOVEMBER 22, 2022, AT 9A.M.
3014 E. Main St., Knoxville, IA
Marion County Annex Building

The following information is available for participating in the meeting electronically.
If you wish to participate, see instruction below:

The link to the electronic Zoom meeting will be on the current agenda available on the Marion County website.
The link to the electronic Zoom meeting will be on the current agenda available on the
https://marioncountyiowa.gov/board_of_supervisors/meetings/
November 22, 2022, agenda

-All participants will be muted upon entering the meeting

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

Public comments related to the agenda item can also be emailed to mpoffenbarger@marioncountyiowa.gov for distribution to board members before and during this meeting. For questions concerning this matter please call 641-828-2231 option 9

Items for Public Hearings:

Zoning Map Ordinance 2022-3 (Petition—2022-896)—Ronald and Kari Steenhoek are requesting a rezoning from A-1; Agricultural to A-R; Ag Residential for Parcels 1267200300 & 1267303500 to allow for further rural residential development with a legal description:

The SW 1/4 of the SE1/4 of Section 22, Township 76 North, Range 18 West of the 5th P.M. except the following three tracts:

1. The East 460 feet of the South 340 feet thereof;
2. Parcel E thereof according to the Plat of Survey recorded in Book 2017, Page 1141; and
3. Parcel F thereof according to the Plat of Survey recorded in Book 2021, Page 4463.

AND

The SE1/4 of the SW1/4 of Section 22, Township 76 North, Range 18 West of the 5th P.M., except beginning at a point 60.7 feet West of the Southeast corner of said 1/4 1/4, thence North 648 feet, thence West 370 feet, thence South 51°31' West 498.29 feet; thence South 71°10' West 519.83 feet, thence South 170 feet to the South line of said 1/4 1/4, thence East along said South line 1251.9 feet to place of beginning.

A request to waive the second and third reading has been made.

The final plat of Steenhoek Acres will be presented for review. (Resolution 2022-73)

Melissa Poffenbarger
Marion County Zoning Administrator

Subject property outlined in red



The vicinity map from Pella with the 1 mile buffer- subject parcels highlighted



ZONING MAP ORDINANCE NO. 2022-3

AN ORDINANCE TO AMEND THE ZONING DISTRICT MAP OF MARION COUNTY, IOWA, BY REZONING The SW 1/4 of the SE1/4 of Section 22, Township 76 North, Range 18 West of the 5th P.M. except the following three tracts:

1. The East 460 feet of the South 340 feet thereof;
2. Parcel E thereof according to the Plat of Survey recorded in Book 2017, Page 1141; and
3. Parcel F thereof according to the Plat of Survey recorded in Book 2021, Page 4463.

AND

The SE1/4 of the SW/14 of Section 22, Township 76 North, Range 18 West of the 5th P.M., except beginning at a point 60.7 feet West of the Southeast corner of said 1/4 1/4, thence North 648 feet, thence West 370 feet, thence South 51°31' West 498.29 feet; thence South 71°10' West 519.83 feet, thence South 170 feet to the South line of said 1/4 1/4, thence East along said South line 1251.9 feet to place of beginning (Parcel 1267200300 and 1276303500) from A-1; Agricultural to A-R; Ag Residential.

WHEREAS, on the 18th day of October, 202, the Zoning Commission of the County of Marion, Iowa, recommended to the Board of Supervisors that the below described property: **The SW 1/4 of the SE1/4 of Section 22, Township 76 North, Range 18 West of the 5th P.M. except the following three tracts:**

1. The East 460 feet of the South 340 feet thereof;
2. Parcel E thereof according to the Plat of Survey recorded in Book 2017, Page 1141; and
3. Parcel F thereof according to the Plat of Survey recorded in Book 2021, Page 4463.

AND

The SE1/4 of the SW/14 of Section 22, Township 76 North, Range 18 West of the 5th P.M., except beginning at a point 60.7 feet West of the Southeast corner of said 1/4 1/4, thence North 648 feet, thence West 370 feet, thence South 51°31' West 498.29 feet; thence South 71°10' West 519.83 feet, thence South 170 feet to the South line of said 1/4 1/4, thence East along said South line 1251.9 feet to place of beginning from A-1; Agricultural to A-R; Ag Residential.

WHEREAS, on the 22 day of November, 2022, after due notice and public hearing as provided by law, the Board of Supervisors now deems it reasonable and appropriate to rezone said property.

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

Section 1: That the Code of the County of Marion, Iowa, Chapter 55 be and it is hereby amended by rezoning the following described property from the present from A-1; Agricultural to A-R; Ag Residential:

The SW 1/4 of the SE1/4 of Section 22, Township 76 North, Range 18 West of the 5th P.M. except the following three tracts:

1. The East 460 feet of the South 340 feet thereof;
2. Parcel E thereof according to the Plat of Survey recorded in Book 2017, Page 1141; and
3. Parcel F thereof according to the Plat of Survey recorded in Book 2021, Page 4463.

AND

The SE1/4 of the SW/14 of Section 22, Township 76 North, Range 18 West of the 5th P.M., except beginning at a point 60.7 feet West of the Southeast corner of said 1/4 1/4, thence North 648 feet, thence West 370

feet, thence South 51°31' West 498.29 feet; thence South 71°10' West 519.83 feet, thence South 170 feet to the South line of said 1/4 1/4, thence East along said South line 1251.9 feet to place of beginning.

Section 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3: This ordinance shall be in full force and effect after its passage, approval and publication as provided by law.

PASSED AND APPROVED this ____ day of _____, 2022.

Mark Raymie, Chairman of the Board of Supervisors

First reading: _____
Second reading: _____
Third reading: _____
Publication Date: _____

ATTEST:

Jake Grandia, County Auditor

The SW 1/4 of the SE1/4 of Section 22, Township 76 North, Range 18 West of the 5th P.M. except the following three tracts:

1. The East 460 feet of the South 340 feet thereof;
2. Parcel E thereof according to the Plat of Survey recorded in Book 2017, Page 1141; and
3. Parcel F thereof according to the Plat of Survey recorded in Book 2021, Page 4463.

AND

The SE1/4 of the SW1/4 of Section 22, Township 76 North, Range 18 West of the 5th P.M., except beginning at a point 60.7 feet West of the Southeast corner of said 1/4 1/4, thence North 648 feet, thence West 370 feet, thence South 51°31' West 498.29 feet; thence South 71°10' West 519.83 feet, thence South 170 feet to the South line of said 1/4 1/4, thence East along said South line 1251.9 feet to place of beginning. Parcel 1267200300 and 1276303500



11. Marion County Ordinance 2022-3:

Approve 1st reading of proposed Marion County Ordinance 2022-3 amending Zoning Map from A-1 Agricultural to A-R Ag Residential

12. Marion County Ordinance 2022-3:

Waive 2nd and 3rd reading of proposed Marion County Ordinance 2022-3 and authorize final approval amending zoning map and ordering final publication.

13. Resolution 2022-73:

Marion County Board of Supervisors Approving Final Plat of Steenhoek Acres

RESOLUTION # 2022-73
OF MARION COUNTY BOARD OF SUPERVISORS
APPROVING FINAL PLAT OF
STEENHOEK ACRES

WHEREAS, Ronald H. Steenhoek and Kari L. Steenhoek, husband and wife, have caused certain real estate located in the Marion County, Iowa, to be surveyed and platted, and have presented the final plat thereof to the Board of Supervisors of Marion County, Iowa, for approval and acceptance; and

WHEREAS, said plat has been reviewed by the Marion County Zoning Administrator and the Marion County Engineer and they have approved said plat; and

WHEREAS, said plat has complied in all respects with the rules and procedures concerning the sub-division of lands in Marion County, Iowa; and

WHEREAS, said plat conforms in all respects with the laws of the State of Iowa;

NOW, THEREFORE, BE IT RESOLVED by the Marion County Board of Supervisors, that the final plat the following described real estate situated in Marion County, Iowa, known as "Steenhoek Acres", and having a legal description as follows:

The SW ¼ of the SE ¼ of Section 22, Township 76 North, Range 18 West of the 5th P.M. except the following three tracts:

1. The East 460 feet of the South 340 feet thereof;
2. Parcel E thereof according to the Plat of Survey recorded in Book 2017, Page 1141; and
3. Parcel F thereof according to the Plat of Survey recorded in Book 2021, Page 4463.

and

The SE ¼ of the SW ¼ of Section 22, Township 76 North, Range 18 West of the 5th P.M., except beginning at a point 60.7 feet West of the Southeast corner of said ¼ ¼, thence North 648 feet, thence West 370 feet, thence South 51° 30' West 498.29 feet, thence South 71° 10' West 519.83 feet, thence South 170 feet to the South line of said ¼ ¼, thence East along said South line 1251.9 feet to the place of beginning.

be formally accepted and approved at this time.

Mark Raymie, Chairman
Marion County Board of Supervisors

ATTEST:

John T. "Jake" Grandia, Marion County Auditor

MINIMUM LOT REQUIREMENTS:
A1: MINIMUM LOT WIDTH - DWELLINGS-150 FEET
 - ALL OTHER USES-200 FEET
A1: MINIMUM LOT AREA = 3 ACRES

The SE 1/4 of the SW 1/4 of Section 22, Township 76 North, Range 18 West of the 5th P.M., except beginning at a point 85.7 feet West of the Southeast corner of said 1/4 1/4, thence North 448 feet, thence West 370 feet, thence South 5737' West 488.29 feet; thence South 7710' West 519.83 feet, thence South 170 feet to the South line of said 1/4 1/4, thence East along said South line 1251.8 feet to place of beginning.

Safety & Health, Inc., P.O. Box _____ Date _____
 License number: 19880
 My license renewal date is December 31, 2023
 Pages or sheets covered by this seal _____



GARDEN & CO. LTD.
ENGINEERS & SURVEYORS
807 Wypping Ave.
Corkston, Iowa 50811
841.792.8009 Phone
841.792.4111 Fax
2002 AIA American Inst. Arch. 1
P.O. Box 453
Oskaloosa, Iowa 52597
841.672.2628 Phone
841.657.2625 Fax

STEENHOEK ACRES
SE-SW & SW-SE SECTION 22-76-18
MARION COUNTY, IOWA

SHEET TITLE
FINAL PLAY

NAME _____



DRAWN BY:

APPENDIX:

REVISIONS:

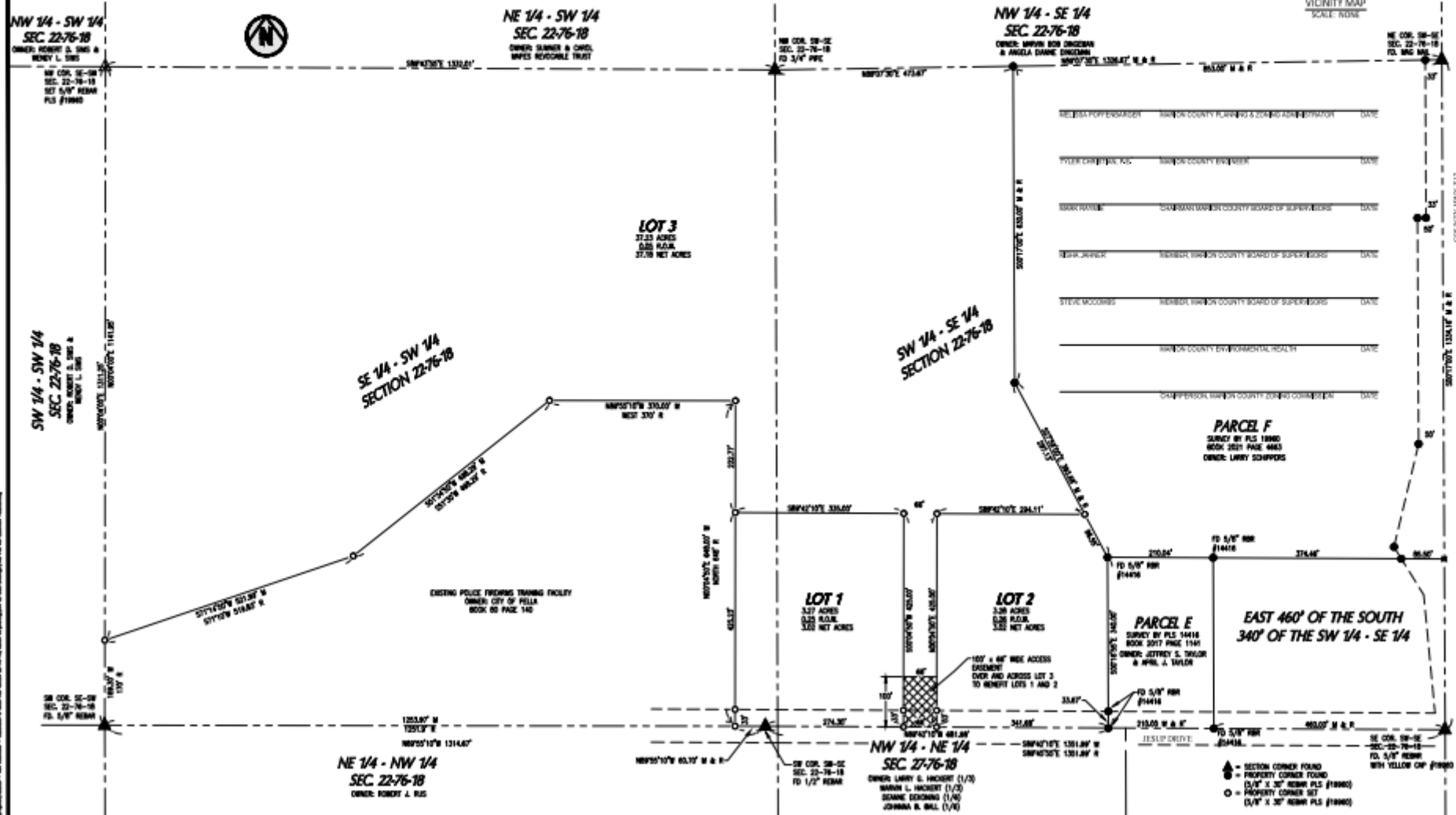
DATE: _____

PROJECT NO.:

1

9-DET 92:

1 OF 1



14. Public Hearing:

Proposed Marion County Ordinance 2022-4 Amending Marion County
Ordinance Book Chapter 55 – Marion County Zoning Ordinance Regulations

NOTICE OF PUBLIC HEARING CODE OF ORDINANCE 2022-4

You are hereby notified that Marion County is proposing the adoption of a revised zoning ordinance to be reviewed by the Marion County Board of Supervisors following the public hearing. The full proposed zoning ordinance can be viewed online at:
https://www.marioncountyia.gov/zoning/2022_zoning_ordinance_updates/

Below is a brief abbreviated description of the changes.

55.04 – Definition changes

16. **ADDITION** - "Build-to line" is a line created by existing principal building lines of neighboring properties".

22. **CHANGE** - "Cabin" means a dwelling that is utilized primarily for recreational purposes. Such structure is not to be utilized as a primary residence nor will it be occupied for more than 182 days in a calendar year."

37. **ADDITION** - "Concentrating solar power system (CSP)" means an energy system that use lenses/mirrors and tracking systems to focus or reflect a large area of sunlight onto a small area. The concentrated energy is absorbed by a thermal medium, such as water, salt, or a permanently gaseous fluid, and used as a heat source for a conventional power plant, such as a steam power plant, or for a power conversion unit, such as a sterling engine. Although several concentrating solar technologies exist, the most common types are the solar trough, parabolic dish and solar power tower. Energy storage technologies used by concentrating solar thermal devices (e.g., molten salt storage) are also included within this definition.

52. **CHANGE** - "Dwelling" a structure or portion thereof that is used exclusively for human habitation.

63. **CHANGE** - "Fall zone" means the area of land centered beneath the tower and circumscribed by a circle with a radius equal to a length of one foot (1') for every ten feet (10') of tower structure height. No structures other than fences shall be constructed or permitted with any required fall zone. The area within any required fall zone shall be owned, leased, or in an easement running to the benefit of the tower owner.

75. **CHANGE**- "Foundation" means the part of the structure that supports the weight and transfers the load to the underlying soil or rock.

164. **ADDITION** - "Shipping Container" means a metal sided container typically used for multimodal shipping, not placed on a foundation. Shipping containers shall also include portions or enclosures removed from a chassis and no longer with wheels or axles like a semi-trailer box, panel truck enclosure, or box trailer. Defined in the allowed zoning districts and number allowed.

180. **CHANGE** - "Sign, highway" interstate high rise" means an on-premises pole sign which is constructed to attract the attention of highway interstate travelers and is located within one thousand two hundred (1,200) feet of a state or county highway.

199. **ADDITION** "Small wireless facility" means a wireless facility that meets the following requirements: (1) Each antenna is no more than six cubic feet in volume. And (2) All other equipment associated with the small wireless facility is cumulatively no more than twenty-eight cubic feet in volume. For purposes

of this definition, volume shall be measured by the external displacement of the primary equipment enclosure, not the internal volume of such enclosure. An associated electric meter, concealment, telecommunications demarcation box, ground-based enclosures, battery backup power systems, grounding equipment, power transfer switch, cutoff switch, cable, conduit, and any equipment that is concealed from public view within or behind an existing structure or concealment may be located outside of the primary equipment enclosure and shall not be included in the calculation of the equipment volume. Small wireless facility does not include any structure that supports or houses equipment described in this definition.

200. **ADDITION** - "Solar Array" means a grouping of photovoltaic solar panels and any necessary hardware used to assemble and connect them. This definition encompasses all styles installation including but not limited to structure mounted, ground mounted, or integrated as a mechanical or structural component of a structure.

201. **ADDITION** - "Solar Energy System, Private" means an energy system that uses one or more solar arrays to convert energy for immediate onsite use and/or storage or to be fed back to the electrical grid. Private solar energy systems are an accessory use on the lot or parcel.

202. **ADDITION** - "Solar Energy System, Utility Scale" means an energy system, commonly referred to as a solar farm, which uses one or more solar arrays to convert energy for transmission through the electrical grid for offsite use or wholesale and/or retail sale. Utility scale solar energy systems are the principal use on the lot or parcel.

222. **ADDITION** - "Utility pole" means a pole or similar structure owned or utilized in whole or in part by a public utility, municipality, wireless service provider, or electric utility that is designed specifically for and used to carry lines, cable, transmission equipment, or wires for telephone, wireless service, cable television, or electricity service, or for lighting, the vertical portion of support structures for traffic control signals or devices, signage, information kiosks, or other similar functions."

Omittance of 55.29 Small Scale Solar chapter. Small scale solar added to each allowed zoning district with updated requirements.

UPDATES TO EXISTING ORDINANCES

55.10 Non-conforming Lot of Record language clarification

55.14 Corner Lot language clarification

55.20 Sign Regulations addition for miscellaneous signs

55.22 Off Street Parking Area requirement updates

55.24 Agricultural Zoning District Regulation A-1; C-A; A-R changes

- Recreation – Public and Private event centers allowance for cabins
- Mini indoor storage units as an accessory use in Commercial Ag
- Utility- Small wireless
- Utilities – Substation, telephone, sanitary, lagoons, well water, gas
- Utilities – Microwave, radio, television and cell towers

- Utility Scale Solar
- Other retail businesses or service establishments determined by the zoning administrator to be equivalent to others permitted

55.24 Bulk regulation changes

- 4 buildable parcels replacing 4 dwellings
- C-A zoning will now require 1 acre
- Foundation for dwelling shall now be defined as permanent foundation.

55.25 Residential Zoning District Regulations

- Pursuant to the Marion County Board of Supervisors resolution adopted 9/28/2021 unincorporated Marion County land located within the unincorporated town of Pershing, as identified on the Official Zoning Map of Marion County, Iowa, shall now be zoned R-1; Single Family Residential under the Marion County zoning regulations. Any structures in existence prior to the adoption of the ordinance change January 1, 2023 shall be considered a non-conforming use as defined in section 55.10 of this Zoning Code.
- Utility pole mounted small wireless
- Foundation for dwelling shall now be defined as permanent foundation.

55.26 Commercial Zoning District

- Utility pole mounted small wireless
- Additional allowance for Microwave, radio, ~~television~~ and cell in C-1 zoning

55.26 Bulk Regulations

- C-1 lot size 1 acre
- C-2 lot size 1 acre
- Foundation for primary structure shall now be defined as permanent foundation.

55.27 Industrial Zoning District

- Utility pole mounted small wireless
- Utility Scale Solar
- Wind Energy Conversion Systems

55.26 Bulk Regulations

- M-1 lot size 1 acre
- M-2 lot size 1 acre
- Foundation for primary structure shall now be defined as permanent foundation.

55.30 Site Plan Regulations updates

You are hereby notified that the **Marion County Board of Supervisors has fixed Tuesday, November 22, 2022, at 9:00 a.m. in the Marion County Office Building, 3014 East Main Street, Knoxville, Iowa** as the time when and the place where the said request will be heard by the Board

of Supervisors, a public hearing will be held. Any and all objections may be made in writing and filed with the Zoning Administrator, 214 E Main Street, Knoxville prior to the time fixed for hearing on said request or may be made orally or in writing before the Board of Supervisors at the time fixed herein. To all of which take due notice and be governed accordingly.

The link to the electronic Zoom meeting will be on the current agenda available on the Marion County website.

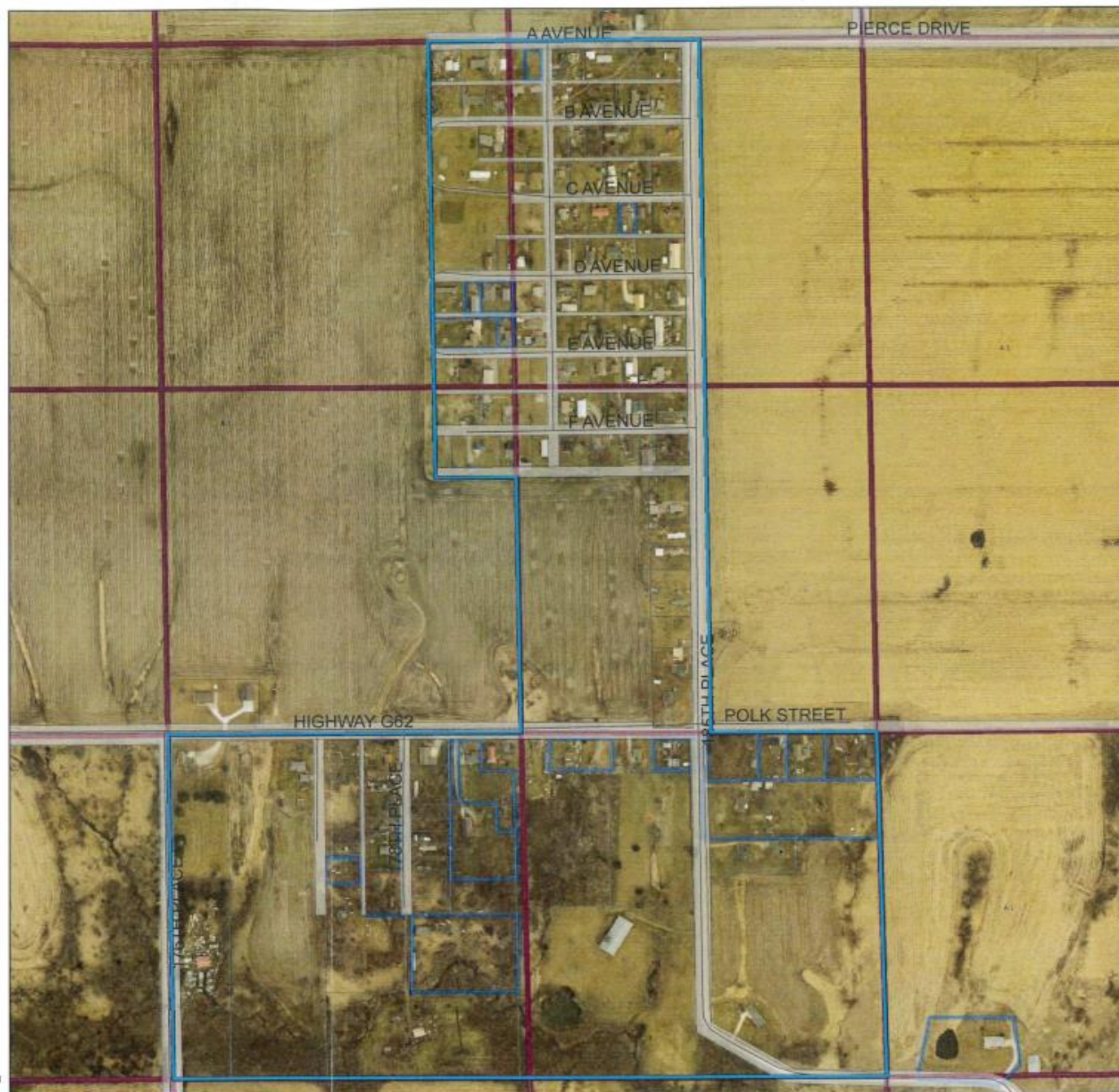
The link to the electronic Zoom meeting will be on the current agenda available on the https://marioncountyiowa.gov/board_of_supervisors/meetings/ November 22, 2022, agenda

Dated at Knoxville, Iowa, this 4th day of November 2022.

Melissa Poffenbarger, Zoning Administrator
Marion County, Iowa



Map created and designed by:
Melissa Poffenbarger, Marion County Zoning
Marion County, Iowa



ORDINANCE NO. 2022-04____
AN ORDINANCE AMENDING CHAPTER 55 – ZONING REGULATIONS
OF THE MARION COUNTY CODE OF ORDINANCES.

BE IT ORDAINED by the Board of Supervisors of Marion County, Iowa.

Section 1. Chapter 55- Zoning Regulations of the Code of Marion County, Iowa, is hereby amended by deleting the current chapter (adopted by Ordinance 2010-11) and last amended by ordinance 2017/2018 inserting in lieu a revised Chapter 55 which is attached hereto as Exhibit A.

Section 2. All ordinance or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. This ordinance shall be in full force and effective after its passage, ~~approval~~ and publication by law.

PASSED at Marion County, Iowa, this ____ day of _____, 2022.

Mark Raymie, Chairman of the Board of Supervisors

ATTEST:

Jake Grandia, County Auditor

First reading: _____

Second reading: _____

Third reading: _____

Publication Date: _____

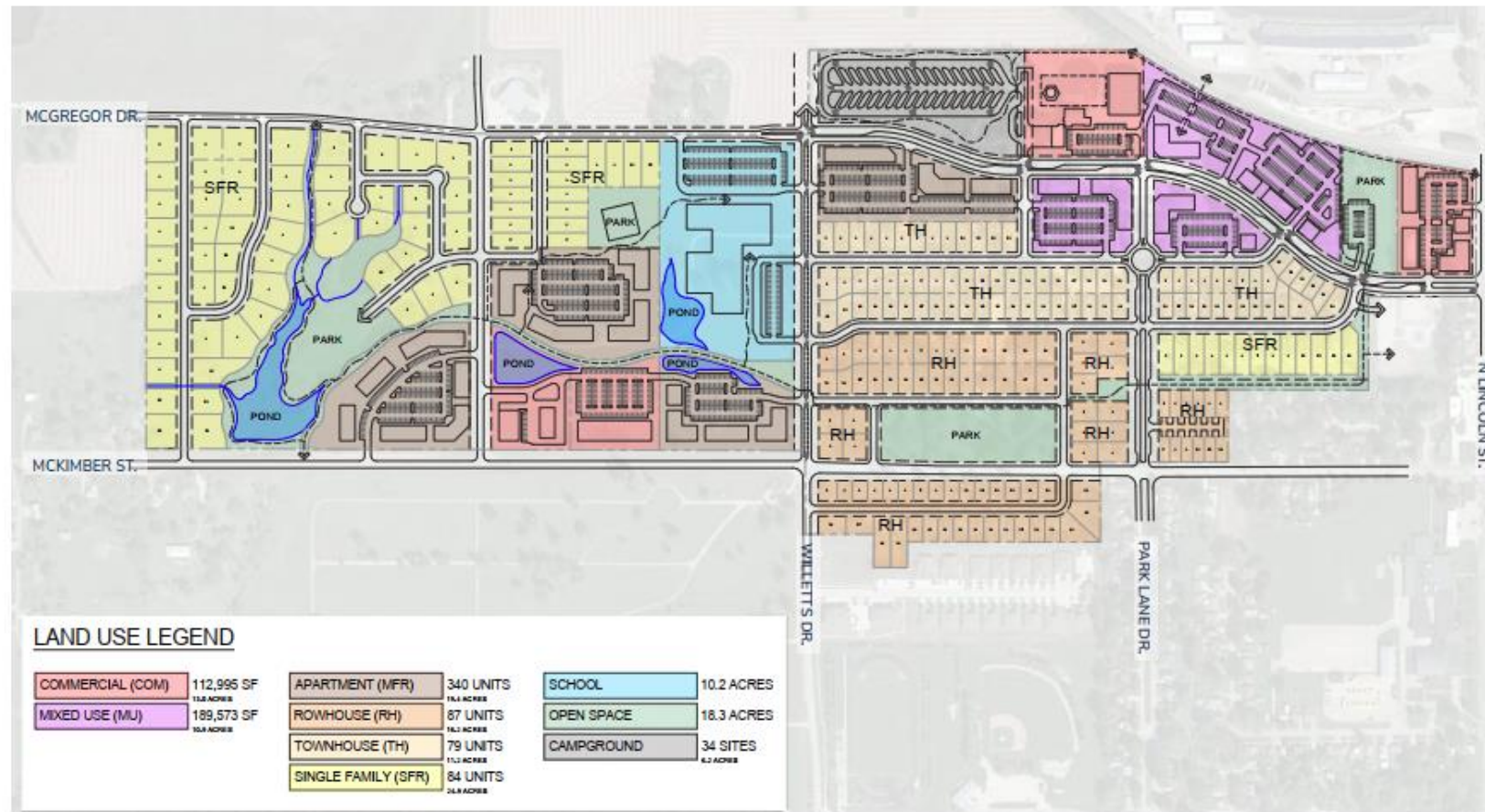
15. Marion County Ordinance 2022-4:

Approve 1st reading of Proposed Marion County Ordinance 2022-4 Amending Marion County Ordinance Book Chapter 55 – Marion County Zoning Regulations

16. Discussion/action:

VA Campus “Laundry Building” – Proposed Acquisition of Real Estate
Appraisal

Future Land Use



17. Board of Supervisor Updates

VII. **BOARD OF SUPERVISOR ADJOURNMENT**