



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



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

If you wish to participate see instruction below:

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

Marion County is inviting you to a scheduled Zoom meeting.

Join Zoom Meeting

<https://us06web.zoom.us/j/85903946709?pwd=ZnB6dIplQnFkLzZsMU1mRzJCeUZQUT09>

Meeting ID: 859 0394 6709

Passcode: 488437



MARION COUNTY BOARD OF SUPERVISORS REGULAR AGENDA

3014 E Main St, Knoxville, Iowa

April 11, 2023 9:00 A.M.



I. CALL TO ORDER AND ROLL CALL

Mark Raymie _____

Steve McCombs _____

Kisha Jahner _____



II. AGENDA

1. April 11, 2023 - Regular Session Agenda



III. COMMUNICATION



IV. PUBLIC COMMENTS:

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



V. CONSENT AGENDA:

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

1. Marion County Claims through 4/11/2023.
2. Marion County Board of Supervisor Regular Session Minutes: 2/14/2023, 2/28/2023, 3/14/2023, 3/28/2023
3. Marion County Board of Supervisor Special Session Minutes: 2/21/2023
4. Marion County Board of Supervisor 3/7/2023 Prairie City Monroe (PCM) School Special Election Minutes: 3/14/2023
5. Marion County employee salary adjustments. Complete list available in the Human Resource Office.



VI. BUSINESS:

1. Discussion/action:

Central Iowa Regional Housing Authority (CIRHA) Board of Commissioner
Update – Craig Agan



2. Public Hearing:

FY24 Proposed Marion County Budget for July 1, 2023 through June 30, 2024



NOTICE OF PUBLIC HEARING – PROPOSED BUDGET
Fiscal Year July 1, 2023 - June 30, 2024

County Name: **MARION COUNTY** County Number: **63**

The County Board of Supervisors will conduct a public hearing on the proposed Fiscal Year County budget as follows:

Meeting Date: 4/11/2023 Meeting Time: 09:00 AM Meeting Location: 3014 E Main St Knoxville, IA 50138

At the public hearing any resident or taxpayer may present objections to, or arguments in favor of, any part of the proposed budget. This notice represents a summary of the supporting detail of revenues and expenditures on file with the County Auditor. A copy of the supporting detail will be furnished upon request.

County budgets are subject to protest. If protest petition requirements are met, the State Appeal Board will hold a local hearing. For more information, consult dom.iowa.gov/local-budget-appeals

Average annual percentage changes between "Actual" and "Budget" amounts for "Taxes Levied on Property", "Other County Taxes/ TIF Tax Revenues", and for each of the ten "Expenditure Classes" must be published. Expenditure classes proposing "Budget" amounts, but having no "Actual" amounts, are designated "NEW".

County Website (if available)
www.marioncountyia.gov

County Telephone Number
 (641) 828-2231

	Budget 2023/2024	Re-Est 2022/2023	Actual 2021/2022	AVG Annual % CHG	
REVENUES & OTHER FINANCING SOURCES					
Taxes Levied on Property	1	14,340,999	14,379,278	14,860,953	-1.76
Less: Uncollected Delinquent Taxes - Levy Year	2	0	0	0	
Less: Credits to Taxpayers	3	507,622	759,689	797,849	
Net Current Property Taxes	4	13,833,377	13,619,589	14,063,104	
Delinquent Property Tax Revenue	5	500	500	1,874	
Penalties, Interest & Costs on Taxes	6	53,000	53,000	75,609	
Other County Taxes/TIF Tax Revenues	7	1,705,446	1,856,478	2,186,661	-11.69
Intergovernmental	8	10,542,869	13,982,631	10,234,605	
Licenses & Permits	9	46,500	51,150	59,041	
Charges for Service	10	1,695,550	1,655,775	2,278,710	
Use of Money & Property	11	110,755	75,960	83,649	
Miscellaneous	12	199,170	396,388	342,556	
Subtotal Revenues	13	28,187,167	31,671,471	29,325,809	
Other Financing Sources:					
General Long-Term Debt Proceeds	14	0	0	11,000,000	
Operating Transfers In	15	3,072,490	3,009,412	3,016,448	
Proceeds of Fixed Asset Sales	16	5,000	75,000	208,433	
Total Revenues & Other Sources	17	31,264,657	34,755,883	43,550,690	
EXPENDITURES & OTHER FINANCING USES					
Operating:					
Public Safety and Legal Services	18	6,276,437	5,843,537	5,326,035	8.56
Physical Health and Social Services	19	4,498,662	4,588,028	2,829,540	26.09
Mental Health, ID & DD	20	0	0	1,472,297	
County Environment and Education	21	2,550,807	2,211,232	2,276,851	5.85
Roads & Transportation	22	10,758,759	9,516,270	7,366,426	20.85
Government Services to Residents	23	1,109,900	1,050,339	858,419	13.71
Administration	24	5,180,017	4,267,283	4,274,739	10.08
Nonprogram Current	25	0	0	0	
Debt Service	26	1,043,820	1,003,355	1,187,988	-6.26
Capital Projects	27	5,864,462	5,205,224	12,493,365	-31.49
Subtotal Expenditures	28	37,282,864	33,685,268	38,085,660	
Other Financing Uses:					
Operating Transfers Out	29	3,072,490	3,009,412	3,016,448	
Refunded Debt/Payments to Escrow	30	0	0	0	
Total Expenditures & Other Uses	31	40,355,354	36,694,680	41,102,108	
Excess of Revenues & Other Sources over (under) Expenditures & Other Uses					
	32	-9,090,697	-1,938,797	2,448,582	
Beginning Fund Balance - July 1,	33	20,131,226	22,070,023	19,621,441	
Increase (Decrease) in Reserves (GAAP Budgeting)	34	0	0	0	
Fund Balance - Nonspendable	35	0	0	0	
Fund Balance - Restricted	36	6,553,512	11,245,976	14,644,781	
Fund Balance - Committed	37	0	0	0	
Fund Balance - Assigned	38	-1,798,829	2,259,288	1,684,885	
Fund Balance - Unassigned	39	6,285,846	6,625,962	5,740,357	
Total Ending Fund Balance - June 30,	40	11,040,529	20,131,226	22,070,023	
Proposed property taxation by type:		Proposed tax rates per \$1,000 taxable valuation:			
Countywide Levies*:	10,839,391				
Rural Only Levies*:	3,501,608	Urban Areas:	5.83003		
Special District Levies*:	0	Rural Areas:	9.78003		
TIF Tax Revenues:	0	Any special district tax rates not included.			
Utility Replacement Excise Tax:	237,296				

Explanation of any significant items in the budget or additional virtual meeting information:



3. Resolution 2023-40:

Adoption of Marion County Budget for FY24 beginning July 1, 2023, through June 30, 2024.



Resolution #2023-40

Resolution for the Adoption of Budget for the Fiscal Year beginning July 1, 2023 and ending June 30, 2024 per IA Code 331.434.

WHEREAS, IA Code 331.434 requires that after a budget hearing, the Marion County Board of Supervisors shall adopt by Resolution a budget, and;

WHEREAS, the Marion County Board of Supervisors have met the budget publication requirements in Iowa Code 331.434 through publication in the Marion County Express, and;

WHEREAS, the Marion County Board of Supervisors have met the budget hearing requirements in IA Code 331.434 through the public hearing held on 4/11/2023 at 9:00 AM.

THEREFORE, BE IT RESOLVED, on the 11th day of March 2023, the Marion County Board of Supervisors hereby adopts by Resolution the County Budget for the fiscal year beginning July 1, 2023 and ending June 30, 2024.

Kisha Jahner, Chair

Steve McCombs, Member

Mark Raymie, Member

Attest:

Jake Grandia
Marion County Auditor

seal

FUNDS	FY 23-24	Y 22-23	Y 21-22	Y 20-21	Y 19-20	Y 18-19	FY 17-18	FY 16-17	FY 15-16	FY 14-15	FY 13-14
General	3.50000	3.50000	3.50000	3.50000	3.50000	3.50000	3.50000	3.50000	3.50000	3.50000	3.50000
General Supplemental	2.00107	2.20107	2.40107	2.40107	2.40107	2.25107	2.25107	2.01450	2.01450	2.01160	2.21000
Mental Health	0.00000	0.00000	0.39100	0.74796	0.83177	0.88448	0.74794	0.77045	0.81115	0.81546	0.84314
Debt Service	0.32896	0.23595	0.24113	0.03905	0.04422	0.10754	0.10812	0.10803	0.11048	0.11022	0.16767
Total Countywide	5.83003	5.93702	6.53320	6.68808	6.77706	6.74309	6.60713	6.39298	6.43613	6.43728	6.72081
Rural	3.95000	3.95000	3.95000	3.95000	3.95000	3.95000	3.95000	3.95000	3.95000	3.95000	3.95000
Rural Supplemental	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.00000	0.25000	0.20000	0.20000	0.20000
All Rural	3.95000	3.95000	3.95000	3.95000	3.95000	3.95000	3.95000	4.20000	4.15000	4.15000	4.15000
Total Countywide/All Rural	9.78003	9.88702	10.48320	10.63808	10.72706	10.69309	10.55713	10.59298	10.58613	10.58728	10.87081

Form 634 - R
Working

PROPOSED BUDGET SUMMARY
Marion County - Accounting

						TOTALS			
	General (A)	Special Revenue (B)	Capital Projects (C)	Debt Service (D)	Permanent (E)	Budget 2023/2024 (F)	Re-estimated 2022/2023 (G)	Actual 2021/2022 (H)	
REVENUES & OTHER FINANCING SOURCES									
Taxes Levied on Property	1	10,203,512	3,501,608		635,879	14,340,999	14,379,278	14,860,953	1
Less: Uncollected Delinquent Taxes - Levy Year	2								2
Less: Credits to Taxpayers	3	355,750	137,056		14,816	507,622	759,689	797,849	3
Net Current Property Taxes	4	9,847,762	3,364,552		621,063	13,833,377	13,619,589	14,063,104	4
Delinquent Property Tax Revenue	5	500				500	500	1,874	5
Penalties, Interest & Costs on Taxes	6	53,000				53,000	53,000	75,609	6
Other County Taxes/TIF Tax Revenue	7	1,617,608	78,779		9,058	1,705,445	1,856,478	2,186,661	7
Intergovernmental	8	5,458,601	5,024,576		59,692	10,542,869	13,982,631	10,234,605	8
Licenses & Permits	9	27,800	18,700			46,500	51,150	59,041	9
Charges for Service	10	1,682,450	13,100			1,695,550	1,635,775	2,278,710	10
Use of Money & Property	11	110,500	255			110,755	75,960	83,649	11
Miscellaneous	12	159,470	39,700			199,170	396,388	342,556	12
Subtotal Revenues	13	18,957,691	8,539,662		689,813	28,187,166	31,671,471	29,325,809	13
Other Financing Sources:									
General Long-Term Debt Proceeds	14							11,000,000	14
Operating Transfers In	15	50,000	2,722,490		300,000	3,072,490	3,009,412	3,016,449	15
Proceeds of Capital Asset Sales	16	5,000				5,000	75,000	208,433	16
Total Revenues & Other Sources	17	19,012,691	11,262,152		989,813	31,264,656	34,755,883	43,550,691	17
EXPENDITURES & OTHER FINANCING USES									
Operating:									
Public Safety and Legal Services	18	5,843,578	432,859			6,276,437	5,843,537	5,326,035	18
Physical Health Social Services	19	4,306,944	191,718			4,498,662	4,588,028	2,829,540	19
Mental Health, ID & DD	20							1,472,297	20
County Environment and Education	21	1,779,794	771,013			2,550,807	2,211,232	2,276,851	21
Roads & Transportation	22	1,066,314	9,692,445			10,758,759	9,516,270	7,366,426	22
Government Services To Residents	23	1,074,900	35,000			1,109,900	1,050,339	858,419	23
Administration	24	5,180,017				5,180,017	4,267,283	4,274,739	24
Nonprogram Current	25								25
Debt Service	26	74,520			969,300	1,043,820	1,003,355	1,187,988	26
Capital Projects	27	5,840,000	24,462			5,864,462	5,205,224	12,493,365	27
Subtotal Expenditures	28	25,166,067	11,147,497		969,300	37,282,864	33,685,268	38,085,660	28
Other Financing Uses:									
Operating Transfers Out	29	350,000	2,722,490			3,072,490	3,009,412	3,016,449	29
Refunded Debt Payments to Escrow	30								30
Total Expenditures & Other Uses	31	25,516,067	13,869,987		969,300	40,355,354	36,694,680	41,102,109	31
Changes in Fund Balances									
Beginning Fund Balance -	32	6,503,376	2,607,835		20,513	9,090,698	1,938,797	2,448,582	32
Increase (Decrease) in Reserves (GAAP Budget)	33	16,119,007	3,907,625	1,260	105,854	20,131,226	22,070,023	19,621,441	33
Fund Balance - Nonspendable	34								34
Fund Balance - Restricted	35								35
Fund Balance - Committed	36	5,128,615	1,299,790	1,260	126,367	6,553,512	11,245,976	14,644,781	36
Fund Balance - Assigned	37								37
Fund Balance - Unassigned	38	1,798,829				1,798,829	2,259,288	1,684,885	38
Total Ending Fund Balance -	39	6,285,845				6,285,845	6,625,962	5,740,357	39
Total Ending Fund Balance -	40	9,615,631	1,299,790	1,260	126,367	11,040,528	20,131,226	22,070,023	40



4. Resolution 2023-41:

Adoption of Elected Official's Salaries for FY24 beginning July 1, 2023, through June 30, 2024.

RESOLUTION 2023-41

WHEREAS, the Marion County Compensation Board meets annually to recommend a compensation schedule for elected officials for the fiscal year immediately following, in accordance with Iowa Code Chapters 331.905 and 331.907, and

WHEREAS, the Marion County Compensation Board met on December 7, 2022 and established salary recommendations for the following elected officials for the fiscal year beginning July 1, 2023, and

WHEREAS, The Marion County Board of Supervisors determined the recommendations from the Marion County Compensation Board be reduced by 50%.

THEREFORE, BE IT RESOLVED the Marion County Board of Supervisors approve accepting the proposed Marion County Compensation Board salary recommendations reduced by 50% for elected officials for the fiscal year beginning July 1, 2023 with final salaries as follow:

Supervisor - \$44,645.32 (Chair \$46,145.32)
Sheriff - \$131,356.99
Auditor - \$87,475.13
Treasurer - \$85,633.99
Recorder - \$84,614.08
Attorney - \$141,504.20

Approved this 11th day of April, 2023.

MARION COUNTY BOARD OF SUPERVISORS



5. Resolution 2023-42:

Marion County Fund Designation from Local Sales and Services Tax (LOSST) Revenues in FY24

MARION COUNTY
RESOLUTION 2023-42

A RESOLUTION DESIGNATING THE PLACEMENT OF PROPERTY TAX RELIEF FUNDS IN MARION COUNTY, IOWA, FROM LOCAL OPTION SALES TAX REVENUES.

WHEREAS, the voters of Marion County, Iowa approved the imposition of certain local option taxes beginning January 1, 2004 in the unincorporated areas of the County at an election on September 30, 2003 and again on March 1, 2011; and

WHEREAS, the Board of Supervisors of Marion County, Iowa, declared its intention to pledge fifty percent (50%) of said local option sales and service tax revenues to be allocated for property tax relief and fifty percent (50%) for community betterment, including, but not limited to payment for debt construction costs, capitalized repair funds, and any other costs associated with the following projects: 1.) The historic preservation of the Marion County Courthouse. 2.) Capital equipment, improvement projects, construction, and repair. 3.) The improvement of Marion County Secondary Road Projects; and

WHEREAS, the voters of Marion County, Iowa approved the continued imposition of certain local option taxes effective January 1, 2024 in the unincorporated areas of the County at an election on November 2, 2021; and

WHEREAS, the Board of Supervisors of Marion County, Iowa, declared its intention to pledge fifty percent (50%) of said local option sales and service tax revenues to be allocated for property tax relief and fifty percent (50%) for community betterment projects or other lawful purposes of the County of Marion, Iowa.

NOW, THEREFORE BE IT RESOLVED by the Board of Supervisors of Marion County, Iowa, the Local Option Sales Tax Revenues for the FY23-24 Marion County Budget be deposited as following:

- 1.) General Fund (01000) property tax relief – 30%
- 2.) General Supplemental Fund (02000) property tax relief – 20%
- 3.) Local Option Sales & Services Fund (29000) projects – 50%



6. Resolution 2023-43:

Resolution Regarding Marion County Homestead Tax Credit Applications Received 7/2/2021 – 7/1/2022

Marion County Resolution 2023-43

RESOLUTION REGARDING MARION COUNTY HOMESTEAD CREDIT APPLICATIONS RECEIVED 7/2/2021 THROUGH 7/1/2022.

WHEREAS, the State of Iowa annually appropriates monies from the general fund of the state to the department of revenue to be credited to the homestead credit fund for the benefit of residential homeowners, and

WHEREAS, the process for residential landowners and the local Marion County, Iowa government offices regarding this tax credit is described in Iowa Code Chapter 425 – Homestead Tax Credits and Reimbursement, and

WHEREAS, the Marion County Assessor is to receive homestead tax credit applications through July 1 of each year 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 residential landowners for homestead tax credits, and

WHEREAS, it is in the best interest of the property taxpayers in Marion County, Iowa to allow/disallow such recommended homestead tax credits.

NOW, THEREFORE, BE IT RESOLVED the Marion County Board of Supervisors allow/disallow the homestead tax credit applications received through July 1, 2022 as recommended by the Marion County Assessor per Iowa Code Chapter 425 and said tax credits be applied to the taxes payable 2023-2024. Recommended tax credit application lists are available in the Marion County Auditor's Office and electronically through OnDemand.

Passed and approved this _____ day of _____, 2023.



7. Resolution 2023-44:

Resolution Regarding Marion County Disabled Veteran Homestead Tax Credit Applications Received 7/2/2021 – 7/1/2022

Marion County Resolution 2023-44

RESOLUTION ALLOWING MARION COUNTY DISABLED VETERANS HOMESTEAD CREDIT APPLICATIONS 07/02/2021 THROUGH 07/01/2022.

WHEREAS, the State of Iowa annually appropriates monies from the general fund of the state to the department of revenue to be credited to the disabled veterans homestead credit fund for the benefit of residential homeowners, and

WHEREAS, the process for residential landowners and the local Marion County, Iowa government offices regarding this tax credit is described in Iowa Code Chapter 425 – Homestead Tax Credits and Reimbursement, and

WHEREAS, the Marion County Assessor is to receive disabled veteran homestead tax credit applications through July 1 of each year 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 residential landowners for disabled veteran homestead tax credits, and

WHEREAS, it is in the best interest of the disabled veteran property taxpayers in Marion County, Iowa to allow such recommended disabled veteran homestead tax credits.

NOW, THEREFORE, BE IT RESOLVED the Marion County Board of Supervisors allow/disallow the new disabled veteran homestead tax credit applications July 2, 2021 through July 1, 2022 as recommended by the Marion County Assessor per Iowa Code Chapter 425 and said tax credits be applied to the taxes payable 2023-2024. Recommended tax credit application list is available in the Marion County Auditor's Office and electronically through OnDemand.



8. Resolution 2023-45:

Resolution Regarding Marion County Military Service Property Tax Exemption Applications Received 7/2/2021 – 7/1/2022

Marion County Resolution 2023-45

RESOLUTION REGARDING MARION COUNTY MILITARY SERVICE PROPERTY TAX EXEMPTION APPLICATIONS RECEIVED 7/2/2021 THROUGH 7/1/2022.

WHEREAS, the State of Iowa annually appropriates monies from the general fund of the state to the department of revenue to be credited to the military credit fund for the benefit of landowners, and

WHEREAS, the process for landowners and the local Marion County, Iowa government offices regarding this property tax exemption is described in Iowa Code Chapter 426A – Military Service Tax Credit and Exemptions, and

WHEREAS, the Marion County Assessor is to receive military property tax exemption applications through July 1 of each year 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 military property tax exemptions, and

WHEREAS, it is in the best interest of the property taxpayers in Marion County, Iowa to allow/disallow such recommended military property tax exemptions.

NOW, THEREFORE, BE IT RESOLVED the Marion County Board of Supervisors allow/disallow the new military property tax exemption applications July 2, 2021 through July 1, 2022 as recommended by the Marion County Assessor per Iowa Code Chapter 426A and said tax exemptions be applied to the taxes payable 2023-2024. Recommended property tax exemption application lists are available in the Marion County Auditor's Office and electronically through OnDemand.



9. Resolution 2023-46:

Resolution Regarding Marion County Family Farm Tax Credit Applications Received 11/2/2021 – 11/1/2022

Marion County Resolution 2023-46

RESOLUTION REGARDING MARION COUNTY FAMILY FARM TAX CREDIT APPLICATIONS RECEIVED THROUGH 11/1/2022.

WHEREAS, the State of Iowa annually appropriates monies to the family farm tax credit fund of the state to the department of revenue to be credited to the family farm tax credit fund for the benefit of family farm agricultural landowners, and

WHEREAS, the process for family farm agricultural landowners and the local Marion County, Iowa government offices regarding this tax credit is described in Iowa Code Chapter 425A – Family Farm Tax Credit, and

WHEREAS, the Marion County Assessor is to receive family farm tax credit applications through November 1 of each year 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 family farm agricultural landowners for family farm tax credits, and

WHEREAS, it is in the best interest of the property taxpayers in Marion County, Iowa to allow/disallow such recommended family farm tax credits.

NOW, THEREFORE, BE IT RESOLVED the Marion County Board of Supervisors allow/disallow the family farm tax credit applications received through November 1, 2022 as recommended by the Marion County Assessor per Iowa Code Chapter 425A and said tax credits be applied to the taxes payable 2023-2024. Recommended tax credit application lists are available in the Marion County Auditor's Office and electronically through OnDemand.



10. Discussion/action:

Approve Marion County Procurement Policy – Version 2023



MARION COUNTY PROCUREMENT POLICY – Version 2023

PURPOSE

The purpose of this Procurement Policy is to ensure that sound business judgment is utilized in all procurement transactions and that supplies, equipment, construction and services are obtained efficiently and economically and in compliance with applicable federal law and executive orders and to ensure that all procurement transactions will be conducted in a manner that provides full and open competition.

APPLICATION

This policy applies to the procurement of all supplies, equipment, construction, and services of and for Marion County related to the implementation and administration of federal awards. All procurement will be done in accordance with 2CFR Part 200 and Appendix II to Part 200.

POLICY

GENERAL PROCUREMENT PRACTICES

Marion County will adhere to the following general procurement practices: document procurement standards; maintain oversight of contractors to ensure performance in accord with standards; avoid acquisition of unnecessary or duplicative items; encourage procurement or use of shared goods and services; use Federal excess and surplus property when feasible; encourage value-engineering clauses in construction contracts; award contracts only to responsible contractors; limit use of time and materials contracting; and use good administrative judgment to settle all contractual and administrative issues.

COMPETITION

Marion County will provide full and open competition; publishing Marion County Express; prohibit use of state or local geographical preferences; develop written procedures for procurement transactions to ensure competition is not restricted; and ensure that pre-qualified lists are current.

FIVE METHODS OF PROCUREMENT

Procurement under grants shall be made by one of the following methods, as described herein: (a) micro-purchase; (b) small purchase procedures; (c) sealed bids (formal advertising/published); (d) competitive proposals; (e) noncompetitive proposals.

- A. Micro-purchase includes the acquisition of supplies or services that do not exceed \$3,000 (or \$2,000 for acquisitions for construction subject to Davis-Bacon Act)
- B. Small purchase procedures are relatively simple and informal procurement methods that are sound and appropriate for the procurement of services, supplies, or other property, costing in aggregate not more than \$150,000. If small purchase procedures are used for a procurement

under a grant, then a price or rate quotations (minimum of 2) shall be obtained from an adequate number of qualified sources.

- C. In sealed bids (formal advertising), sealed bids are publicly solicited (published) and a firm-fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the required method for procuring construction.
 1. In order for formal advertising to be feasible, appropriate conditions must be present, including, at a minimum, the following:
 - a) A complete, adequate and realistic specification or purchase description is available.
 - b) Two or more responsible bidders are willing and able to compete effectively for Marion County's business; and
 - c) The procurement lends itself to a firm-fixed price contract, and the selection of the successful bidder can be made principally on the basis of price.
 2. When sealed bids are used for a procurement under a grant, the following requirements apply:
 - a) A sufficient time prior to the date set for opening of bids, bids shall be solicited (publicly advertised/published) from an adequate number of known suppliers.
 - b) The invitation for bids, including specifications and pertinent attachments, shall clearly define the items or services needed in order to for the bidders to properly respond to the invitation for bids.
 - c) All bids shall be opened publicly at the time and place stated in the invitation for bids.
 - d) A firm-fixed-price contract award shall be made by written notice to that responsible bidder whose bid, conforming to the invitation for bids, is lowest. Where specified in the bidding documents, factors such as discounts, transportation costs and life cycle costs shall be considered in determining which bid is lowest. Payment discounts may only be used to determine low bid when prior experience of Marion County indicates that such discounts are generally taken.
 - e) Any or all bids may be rejected if there are sound documented business reasons in the best interest of the program.
- D. Procurement by competitive proposals (REP or RFQ) is normally conducted with more than one source submitting an offer and either a fixed-price or cost-reimbursable type contract is awarded as appropriate. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids. If the competitive proposals method is used for a procurement under a grant, the following requirements apply:



1. Requests for proposals shall be publicized (publicly advertised/published) and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals shall be honored to the maximum extent practical.
2. Requests for Proposals shall be solicited from an adequate number of qualified sources.
3. Marion County shall have a method for conducting evaluations of the proposals received and for selecting awardees.
4. Awards will be made to the responsible offeror whose proposal will be most advantageous to the procuring party, with price (other than architectural/engineering – no price in RFQ's) and other factors considered. Unsuccessful offerors will be promptly notified in writing.
5. Marion County should use competitive proposal procedures for qualification-based procurement of architectural/engineering (A/E) professional services whereby competitor's qualifications are evaluated, and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in the procurement of A/E professional services. It cannot be used to procure other types of services (e.g., administration professional services) even though A/E firms are a potential source to perform the proposed effort.

E. Noncompetitive proposal is procurement through solicitation of a proposal from only one source, or after solicitation from a number of sources, competition is determined inadequate. A noncompetitive proposal means a procurement through either a "sole source," when the Recipient solicits an offer from one source, or a "single source," when the Recipient solicits offers from multiple sources but receives only one or the competition is determined inadequate. Noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids (formal advertising), or competitive proposals. Circumstances under which a contract may be awarded by noncompetitive proposals are limited to the following:

1. The item is available from only a single source;
2. After solicitation of a number of sources, competition is determined inadequate;
3. A public exigency or emergency exists when the urgency for the requirement will not permit a delay incident to competitive solicitation; and
4. If the awarding agency authorized noncompetitive proposals. (Sole or single source procurement for supplies, equipment, construction and services valued at \$25,000 or more must have prior approval of the awarding agency.

Sole or single procurement is unusual and the circumstances and rationale for its use must be fully documented.

F. Marion County will provide, to the greatest extent possible, that contracts be awarded to qualified small and minority firms, women business enterprises and labor surplus area firms whenever they are potential sources.

G. Any other method of procurement must have prior approval of the awarding agency.

RECYCLED MATERIALS

(Recipient) will procure items with recycled content following the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) – Recycled Product and Content.

BID LANGUAGE – PROCUREMENT OF RECOVERED MATERIALS

Recipients shall include in all request for proposals and bid documents the following language.

"The contractor agrees to comply with all the requirements of Code of Iowa chapter 8A.315-317 and Iowa Administrative Code chapter 11-117.6(5) – Recycled Product and Content."

CONTRACT PRICING

- A. The cost plus a percentage of cost and percentage of construction cost method of contracting shall not be used.
- B. Marion County shall perform some form of cost/price analysis for every procurement action, including modifications, amendments or change orders.

PROCUREMENT RECORDS

Marion County shall maintain records sufficient to detail the significant history of a procurement, including the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. Marion County shall make technical specifications and procurement documents available for review upon request.

BONDING REQUIREMENTS

Bonding requirements for construction or facility improvement contracts must meet the federal minimum requirements or receive a determination that the federal interest is adequately protected.

Passed and adopted this _____ day of _____, 2023

Kisha Jahner, Board of Supervisor

Steve McCombs, Board of Supervisor

Mark Raymie, Board of Supervisor

ATTEST

Jake Grandia, County Auditor

SEAL



11. Resolution 2023-49:

Resolution Regarding Marion County Credit Card Authorization and Credit Limit



§2023-49

Resolution Regarding Marion County Credit Cards Authorization and Credit Limit

Be It Resolved, by the Board of Supervisors of Marion County, Iowa the following County departmental offices are hereby authorized to use a credit card through Marion County Bank with the credit limits as shown:

Marion County Attorney's Office – Jared Harmon \$30,000 (current)

(replaces former County Attorney Ed Bull)

Adopted the 11th day of April, 2023.

Kisha Jahner, Chair

Mark Raymie, Member

Steve McCombs, Member

Attest:

Jake Grandia
Marion County Auditor

12. Discussion/action:

Marion County Courthouse Grounds Special Event Application

- Flag Day: Knoxville Area Ministers Association and Every Step Hospice

6/14/2023



SPECIAL EVENT PERMIT APPLICATION FORM

1. SPONSOR KAMA Knoxville Area Ministers Assoc & Every Step Hospice
ADDRESS 814 Merna Dr Knoxville

PHONE 641 891 3974

2. EVENT TYPE: (description) FLAG DAY Recognition
With VFW, Legion, Every Step Hospice and Knoxville Ministers

3. EVENT CONTACT PERSON(S) Pastor Brent Hanna PHONE 641 891 3974
ADDRESS 814 Merna Dr E-MAIL hannab1974@gmail.com

4. ON-SITE CONTACT PERSON(S) Brent Hanna PHONE 641 891 3974

5. EVENT LOCATION Courthouse Gazebo

6. EVENT DATE June 4 2023 EVENT START TIME 12:15 EVENT END TIME 12:45

7. SET UP TIME 11:30 TAKE DOWN TIME 1:00

8. RAIN DATE/TIME If rain it will be cancelled

9. RESTROOMS: NUMBER OF TOILETS BEING PROVIDED NA

LOCATION(S) OF TOILETS - _____

USE OF COURTHOUSE RESTROOMS REQUESTED? Yes

10. UTILITIES TO BE USED (LIST EQUIPMENT TYPES)(attach additional pages if necessary)

KNIA SPEAKERS SYSTEM

10a. ELECTRICAL SOURCE Gazebo

10b. WATER SOURCE NA

11. SECURITY NA

12. SITE PLAN ATTACHED. YES NO

13. INDEMNITY AGREEMENT SIGNED AND ATTACHED. YES NO

14. INSURANCE CERTIFICATE ATTACHED. YES NO

15. DAMAGE DEPOSIT INCLUDED (AMOUNT \$ _____) YES NO

I have read this Special Event Agreement and Application packet and have accurately and truthfully completed the Application. I agree that I will obtain any other permits necessary and will follow the guidelines and requirements set forth in the packet.

Pastor Brent Hanna
Signature

March 14, 2023
Date



RECEIVED
APR 05 2023
MARION CO. AUDITOR

13. Resolution 2023-33

FY24 Iowa Department of Transportation – Secondary Road Budget

RESOLUTION NO. 2023-33

WHEREAS, on or before April 15 annually the County shall adopt a secondary roads construction budget, and;

WHEREAS, the budget includes a list of receipts and expenditures for the upcoming fiscal year and shows actual two prior fiscal year receipts and expenditures, and;

WHEREAS, the County Engineer has estimated the transportation related expenditures for the County and;

WHEREAS, The County's secondary road budget is based on a projection of the funds available for the upcoming fiscal year,

NOW THEREFORE, BE IT RESOLVED, that the county adopt the proposed secondary road budget for the period of Fiscal Year 2024.



Iowa Department of Transportation
SECONDARY ROADS BUDGET

County: **Marion County**
Fiscal Year: **2024**
Version: **Original**

COUNTY CERTIFICATION

This Secondary Road Budget was adopted by the Board of Supervisors on _____

Date

ATTESTED

County Auditor

Date

County Engineer

Date

Chairperson, Board of Supervisors

Date

IOWA DOT BUDGET APPROVALS

Recommended Approval: _____
OLS Reviewer

Date

Approval: _____
Director of Local Systems

Date

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SECONDARY ROADS BUDGET

		Actual Receipts Prior Years		Estimated Receipts	
		2 nd Prior	1 st Prior	Current	Next
		FY 2021	FY 2022	FY 2023	FY 2024
1. County Auditor's Beginning Balance		\$3,064,845.32	\$3,550,079.50	\$3,850,966.28	\$2,551,827.28
Receipts from Property Tax Levies	0.00000 Dollars on all taxable property in county except on property within cities and towns. (Max. \$3.00375) 0.00000 Dollars on all taxable property in the county. (Max. \$0.16875)	\$2,472,977.00	\$2,549,449.00	\$2,659,412.00	\$2,722,490.00
2A. Local Option Sales Tax		\$0.00	\$0.00	\$0.00	\$0.00
3. Regular Road Use Tax Received	(Doesn't include transfer of local R.U.T. to FM account for const. on FM routes)	\$4,484,464.20	\$4,445,883.91	\$4,088,502.00	\$4,206,122.00
3b. Amount for 306.4(a3)	(Senate File 451 - FM Ext. in City <=500)	\$27,317.19	\$23,085.60	\$20,064.00	\$20,783.12
3c. Time 21		\$682,676.69	\$590,393.15	\$514,651.00	\$513,638.00
4. RISE Funds		\$0.00	\$0.00	\$0.00	\$0.00
5. FA Bridge Replacement Funds		\$0.00	\$0.00	\$0.00	\$0.00
5a. SWAP Bridge Replacement Funds		\$0.00	\$642,665.49	\$0.00	\$0.00
6. Proposed transfer of FM funds to Local Secondary Fund.(Section 309.10)		\$0.00	\$0.00	\$0.00	\$0.00
7. Tax Refunds (-) and/or Credits (+).(Section 309.10 - Code of Iowa)		\$16,724.35	\$5,429.31	\$0.00	\$0.00
8. Miscellaneous Receipts <i>Donations, sale of used materials, Special Assessments, etc</i> <i>Itemized for 2024</i>	Cities			\$23,600.00	\$23,600.00
	Environmental Fund			\$107,529.00	\$119,651.00
	Fuel			\$4,000.00	\$4,000.00
	Miscellaneous			\$248,000.00	\$33,000.00
	Snow			\$15,000.00	\$15,000.00
	All Other	\$105,055.85	\$199,041.70		
9. Total Miscellaneous Receipts		\$105,055.85	\$199,041.70	\$398,129.00	\$195,251.00
10. TOTAL RECEIPTS		\$10,854,060.60	\$12,006,027.66	\$11,531,724.28	\$10,210,111.40
11. Road Use Tax Funds or other local funds not transferred to Secondary Roads to be transferred to FM fund for construction.		0	0	\$0.00	\$0.00

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SECONDARY ROADS BUDGET

	Actual Expenditures Prior Years		Estimated Expenditures	
	Prior 2	Prior 1	Current	Next
	FY 2021	FY 2022	FY 2023	FY 2024
70X * Administration and Engineering				
700 Administration Expenditures	\$202,429.20	\$215,913.56	\$262,726.00	\$278,062.00
701 Engineering Expenditures	\$310,402.77	\$295,225.34	\$387,975.00	\$407,199.00
TOTAL ADMINISTRATION AND ENGINEERING	\$512,831.97	\$511,138.90	\$650,701.00	\$685,261.00
020* Construction				
Adjusted Construction Program Expenditures (300) on FM and Local Sec. Roads <i>(With other than FM funds ---See Accomplishment Year projects)</i>	\$536,674.89	\$1,711,183.82	\$500,000.00	\$0.00
71X* Roadway Maintenance				
710 Bridges and Culverts (420, 430)	\$398,288.43	\$221,791.69	\$629,260.00	\$557,793.00
711 Roads (4250, 460, 480)	\$2,901,495.43	\$3,071,515.02	\$3,749,635.00	\$4,422,438.00
712 Snow and Ice Control (520)	\$322,674.37	\$249,874.83	\$314,148.00	\$339,800.00
713 Traffic Controls (590)	\$134,220.68	\$143,756.50	\$184,574.00	\$223,265.00
714 Road Clearing (490)	\$64,049.07	\$119,616.11	\$107,779.00	\$119,901.00
TOTAL ROADWAY MAINTENANCE	\$3,820,727.98	\$3,806,554.15	\$4,985,396.00	\$5,663,197.00
72X * General Roadway				
720 New Equipment (610)	\$1,061,553.86	\$675,489.26	\$968,000.00	\$635,000.00
721 Equipment Operations (620, 630, 650)	\$1,094,952.12	\$1,206,056.37	\$1,355,213.00	\$1,436,351.00
722 Tools, Materials and Supplies (655, 660, 670, 680, 690)	\$151,999.84	\$151,572.53	\$194,162.00	\$194,721.00
723 Real Estate and Buildings (800)	\$125,240.44	\$93,066.36	\$326,425.00	\$1,077,915.00
TOTAL GENERAL ROADWAY	\$2,433,746.26	\$2,126,184.52	\$2,843,800.00	\$3,343,987.00
TOTAL EXPENDITURES (70X + 020 + 71X + 72X)	\$7,303,981.10	\$8,155,061.39	\$8,979,897.00	\$9,692,445.00
County Auditor's balance at end of fiscal year	\$3,550,079.50	\$3,850,966.27	\$2,551,827.28	\$517,666.40
TOTAL (Must equal receipts) [Does not include transfer of Road Use Tax to FM Fund]	\$10,854,060.60	\$12,006,027.66	\$11,531,724.28	\$10,210,111.40

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14. Resolution 2023-34

Iowa Department of Transportation – Secondary Road Five Year Program FY24 – FY28

RESOLUTION NO. 2023-34

WHEREAS, Iowa Code 309.22 requires the County to annually adopt a secondary road construction program, and;

WHEREAS, the proposed construction program includes a project accomplishment list for the upcoming fiscal year and a project priority list for the succeeding four fiscal years and;

WHEREAS, the County Engineer has evaluated the transportation needs for the county and;

WHEREAS, the County's secondary road construction program is based on a projection of the funds available for the five-year period,

NOW THEREFORE, BE IT RESOLVED that the county adopt the proposed secondary road construction program for the period of FY24 through FY28.



SECONDARY ROADS FIVE YEAR PROGRAM

Iowa Department of Transportation
SECONDARY ROADS FIVE YEAR PROGRAM

County: Marion County
Fiscal Year: 2024
Version: Original

COUNTY CERTIFICATION

The detailed construction program for the secondary road system was adopted by the Board of Supervisors on _____
Date

ATTESTED

County Auditor _____ Date _____

County Engineer _____ Date _____

Chairperson, Board of Supervisors _____ Date _____

IOWA DOT PROGRAM APPROVALS

Recommended Approval: _____ Date _____
OLS Reviewer

Approval: _____ Date _____
Director of Local Systems

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SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
HDP-C063(G28)--8B-63 G28 Pavement Rehabilitation 52285	On G28, from Hwy 14 to Pella Corp. Limit	1730 8.620 miles	Previous	\$0 1524 HMA Resurfacing with Milling FA	Local						\$5,000
					FM	3,000					
					Special						
					FA	2,000					
BRS-C063(T15)--60-63 Flagler Brg. Replacement 32336	On T15, Over BNSF RR AND STREAM, from 500' S of 189th to Lisbon Dr.	2990 0.000 miles 239810	Previous	\$0 2021 Bridge Replacement FA	Local						\$4,000
					FM						
					Special						
					FA	3,200					
HSIP-SWAP-C063(G28)--FJ-63 G28 Guardrail Replacement 53157	On G 28, from Hwy 14 to T15	1730 8.100 miles	New	\$0 394 Guardrail SWAP	Local						\$400
					FM						
					Special						
					FA						
FM-TSF-C063(146)--5B-63 T15 Chrisman Corner Paved Shoulders 53158	On T 15, from 0.25 mile N of Lisbon to 0.5 mile W of 180th	2910 0.300 miles	New	\$0 4021 HMA Paved Shoulder - New Special	Local						\$400
					FM	35					
					Special	365					
					FA						
	1 / 78 / 19										
	35 / 76 / 19										



SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
FM-TSF-C063(145)--5B-83 G76-Gosport Shoulder Paving 52282	On G 76, from approximately 1.0 miles East of 80th to 103rd 16 / 74 / 20	15 1.390 miles 239111	Previous	\$0 4021 HMA Paved Shoulder - New Special	Local FM Special FA SWAP	100 500					\$600
ILL-C063(T17)--92-83 T17 Pavement Rehabilitation 53161	On T17, from Hwy 5 to Old Hwy 92 16 / 75 / 18	1280 6.000 miles	New	\$0 1524 HMA Resurfacing with Milling Special	Local FM Special FA SWAP		800 3,200				\$4,000
L-78047800--73-83 County Line Bridge near T14 34944	On COUNTY LINE RD, Over STREAM, WEST of T14	60 0.000 miles 240840	Previous	\$30 320 Bridges Local	Local FM Special FA SWAP		60				\$60
STP-S-C063()-5E-83 Knoxville Area OL 38825	On McKimber and on S. Attica Rd, both from IA 5/92 to Knoxville Corp. Limit, and on 110th from IA 5/92 to McKimber Had to word it this way, listing out all the routes and their descriptions was getting an error in the description.	0 2.344 miles	Previous	\$0 366 HMA Paving FA	Local FM Special FA SWAP		200 800				\$1,000

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
FM-C063(T15)--55-83 T15 Rehab. 37423	On T15, Idaho Dr., 198th, from Knoxville to Pella Intend to apply for \$500,000 for TSIP Funding, will change project number upon award of TSIP funding in next years program.	14.000 miles	Previous	\$0 366 HMA Paving FM	Local FM Special FA SWAP			400 4,825			\$5,225
BROS-C063(168th)--8J-83 168th Bridge Replacement 53160	On 168TH PL, Over STREAM, from 0.25 mile S of Vermont to 0.75 mile S of Vermont 27 / 74 / 19	35 0.000 miles 238961	New	\$0 2021 Bridge Replacement FA	Local FM Special FA SWAP				1,000		\$1,000
L-C063()-73-83 Jewel/198th FDR w/ 4"HMA 47036	On 198TH PL, from T15 to G44 S30 T76 R18 30 / 76 / 18	21 2.130 miles	Previous	\$0 366 HMA Paving Local	Local FM Special FA SWAP				1,100		\$1,100
LFM-C063(T22)--7X-83 T22 Bridge Replacement 44733	On T 22, Over STREAM, from T14 to 240th S26 T77 R18 26 / 77 / 18	miles	Previous	\$0 332 Box Culverts Local	Local FM Special FA SWAP			100			\$100



SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
L-C063()-73-63 Utah Bridge Replacment 44735	On UTAH ST, Over STREAM, S29 T74 R20 29 / 74 / 20	miles	Previous	\$0 320 Bridges Local	Local FM Special FA SWAP				125		\$125
L-C063(Tondaville)-73-63 Tondaville PCC Reconstruction 47024	On McGregor, S3 T75 R20 3 / 75 / 20	21 0.080 miles	Previous	\$0 367 PCC Paving Local	Local FM Special FA SWAP				100		\$100
L-C063(Old 92 OL)-73-63 Old Hwy 92 Overlay 47025	On OLD HWY 92, from T17 to End 16 / 75 / 18	21 3.360 miles	Previous	\$0 366 HMA Paving Local	Local FM Special FA SWAP			700			\$700
L-71287700-73-63 Dubuque Bridge Replacement 38830	On Dubuque, from 25th to 40th	126 0.000 miles 241481	Previous	\$0 320 Bridges Local	Local FM Special FA SWAP				125		\$125

SECONDARY ROADS FIVE YEAR PROGRAM

Project Number Project Name Project ID	Location Description of Work Section / Township / Range	AADT Length Federal ID	Status FM Transfer	Day Labor Type of Work Project Type	Fund	Accomp	Priority Years				Total
						Year	1st	2nd	3rd	4th	
						FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
FM-TSF-C063()-5B-63 G76-Attica Shoulder Paving 52283	On G 76, from 1 mile S. of Hwy 5 to 500' W. of Van Buren	14 1.160 miles	Previous	\$0 4021 HMA Paved Shoulder - New Special	Local FM Special FA SWAP				250	500	\$750
L-C063()-73-63 185th Bridge Replacement 44731	On 185TH PL, Over STREAM, S1 T74 R19 1 / 74 / 19	138 0.000 miles 238830	Previous	\$0 320 Bridges Local	Local FM Special FA SWAP					125	\$125



SECONDARY ROADS FIVE YEAR PROGRAM

Fund	2024	2025	2026	2027	2028
SWAP	\$1,200,000	\$0	\$0	\$0	\$0
FM	\$3,134,561	\$1,000,000	\$4,825,000	\$250,000	\$0
Local	\$0	\$60,000	\$500,000	\$1,050,000	\$125,000
FA	\$5,200,000	\$800,000	\$1,000,000	\$0	\$0
Special	\$865,439	\$3,200,000	\$1,100,000	\$500,000	\$0



15. Resolution 2023-38:

Award of Contract (M-MICRO32-1) for Microsurfacing of Segments of G40 and G76 Sta-Bilt Construction Co.

RESOLUTION NO. 2023-38

WHEREAS: on March 28, 2023, the Marion County Road Department received bids for Microsurfacing of County Roads G76 and G40, project M-MICRO24-1 and;

WHEREAS: this work is planned for farm-to-market roads within Marion County;

WHEREAS: Sta-Bilt Construction Co., of Harlan, Iowa submitted the lowest responsible bid and;

WHEREAS: the low bid of \$427,535.34 is acceptable to Marion County;

NOW THEREFORE, BE IT RESOLVED: that Marion County approve the award of a construction contract for the project M-MICRO32-1 with Sta-Bilt Construction Co. in the amount of \$427,535.34 for the microsurfacing of G40 and G76.



MARION

MARION County -- Microsurface

Project Number: M-MICRO24-1

Letting Date: Tuesday, March 28, 2023

THIS AGREEMENT made and entered by and between MARION County, Iowa, by its Board of Supervisors consisting of: Kisha Jahner (Chairperson), Mark Raymie, Steve McCombs, Contracting Authority, and STA-BILT CONSTRUCTION CO. of, HARLAN, IA 51537-0151, Contractor.

WITNESSETH: That the Contractor, for and in consideration of Four Hundred Twenty Seven Thousand Five Hundred Thirty Five Dollars and Thirty Four Cents (\$427,535.34) payable as set forth in the specifications constituting a part of this contract, hereby agrees to construct in accordance with the plans and specification therefore, and in the locations designated in the notice to bidders, the various items of work as listed in the quantity and unit price tabulation

Said specifications and plans are hereby made a part of and the basis of this agreement, and a true copy of said plans and specifications are now on file in the office of the County Auditor under the date of

That in consideration of the foregoing, Marion County hereby agrees to pay the Contractor, promptly and according to the requirements of the specifications the amounts set forth, subject to the conditions as set forth in the specifications

That it is mutually understood and agreed by the parties hereto that the notice to bidders, the proposal, the specifications for Project No. M-MICRO24-1 in MARION County, Iowa, the within contract, the contractor's bond and the general and detailed plans are and constitute the basis of the contract between the parties hereto.

That it is further understood and agreed by the parties of this contract that the above work shall be commenced and completed on or before:

Work Days	Date Type	Date	Liquidated Damages Per Day
N/A	Completion Date	9/29/2023	\$1,000.00

That time is the essence of this contract and that said contract contains all of the terms and conditions agreed upon the parties hereto.

It is further understood that the contractor consents to the jurisdiction of the courts of Iowa to hear, determine and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the _____ Day of _____, 2023

MARION County Iowa, Contracting Authority

Chairperson, County Board of Supervisors

Date

STA-BILT CONSTRUCTION CO., Contractor

Signature

Federal ID

SCHEDULE OF PRICES -- CONTRACT

MARION County, Iowa -- Project M-MICRO24-1

Type of work : Microsurface

	Item Number	Description	Units	Quantity	Unit Price	Total
1.	2320-0000005	AGGREGATE FOR MICROSURFACING, NO SPECIAL FRICTION REQUIREMENT	TON	1935.400	\$50.00	\$96,770.00
2.	2320-0000020	PREPARATION OF SURFACE FOR MICROSURFACING	MILE	7.3	\$5,000.00	\$36,500.00
3.	2320-0000030	EMULSIFIED ASPHALT FOR MICROSURFACING	GAL	58062.7	\$3.00	\$174,188.10
4.	2527-9263109	PAINTED PAVEMENT MARKING, WATERBORNE OR SOLVENT-BASED	STA	1264.11	\$25.85	\$32,677.24
5.	2528-8445110	TRAFFIC CONTROL	LS	1.00	\$32,500.00	\$32,500.00
6.	2528-8445113	FLAGGERS	EACH	48	\$300.00	\$14,400.00
7.	2528-8445115	PILOT CARS	EACH	16	\$500.00	\$8,000.00
8.	2533-4980005	MOBILIZATION	LS	1.00	\$32,500.00	\$32,500.00
					Contract Total	\$427,535.34

The project is funded in FY 2024 , payments will be made after July1, 2023.

STANDARD SPECIFICATIONS OF THE IDOT, SERIES 2015, AND CURRENT SUPPLEMENTAL SPECIFICATIONS SHALL APPLY.

The County, in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.



16. Resolution 2023-39:

T15 Flagler Bridge Federal Aid Funding Agreement 5-23-HBP-S-009 for Project BRS-CO63(142)-CO-63

RESOLUTION NO. 2023-39

WHEREAS, County Road T15 are under the jurisdiction of Marion County and;

WHEREAS, County Road T15 is in need of bridge replacement and;

WHEREAS, a project, BRS-CO63(142)—60-63, to replace the bridge near Flagler is included in the current County Five Year Construction Plan and;

WHEREAS, Federal funding is available through the Federal Highway Administration (FHWA) Highway Bridge Program (HBP) to fund the project;

NOW THEREFORE, BE IT RESOLVED, that a project to replace the T15 bridge near Flagler shall be initiated and the Board of Supervisors shall enter into a Federal-Aid Agreement, No. 05-23-HBP-S-009 with the Iowa Department of Transportation.



IOWA DEPARTMENT OF TRANSPORTATION
Federal-aid Agreement
for a County Highway Bridge Program Project

RECIPIENT: Marion County

Project No: BRS-C063(142)—80-63

Iowa DOT Agreement No: 5-23-HBP-S-009

CFDA No. and Title: 20.205 Highway Planning and Construction

This is an agreement between the Marion County, Iowa (hereinafter referred to as the RECIPIENT) and the Iowa Department of Transportation (hereinafter referred to as the DEPARTMENT). Iowa Code Sections 306A.7 and 307.44 provide for the RECIPIENT and the DEPARTMENT to enter into agreements with each other for the purpose of financing transportation improvement projects on streets and highways in Iowa with Federal funds.

The Bridge Formula Program (BFP) and the Surface Transportation Block Grant (STBG) Program make Federal funds available for replacement or rehabilitation of highway bridges on public roads on and off the Federal-aid System. A portion of BFP or STBG funds have been set aside for this purpose and designated as the County Highway Bridge Program (HBP). In the event Highway Infrastructure Program (HIP) funding is available, it may be included for this same purpose.

Pursuant to the terms of this agreement, applicable statutes, and 761 Iowa Administrative Code (IAC) Chapter 161, the DEPARTMENT agrees to provide County HBP funding to the RECIPIENT for the authorized and approved costs for eligible items associated with the project.

Under this agreement, the parties further agree as follows:

1. The RECIPIENT shall be the lead local governmental agency for carrying out the provisions of this agreement.
2. All notices required under this agreement shall be made in writing to the appropriate contact person. The DEPARTMENT's contact person will be the Local Systems Project Development Engineer, Christy VanBuskirk, and the Central Region Local Systems Field Engineer, Brian J. Catus. The RECIPIENT's contact person shall be the County Engineer.
3. The RECIPIENT shall be responsible for the development and completion of the following bridge project:
 - A. FHWA Structure Number: 239810
 - B. Location: On T15 over BNSF RR & Stream from 500 feet South of 169th to Lisbon Drive
 - C. Preliminary Estimated Total Eligible Construction Costs: \$ 4,000,000
4. The eligible project construction limits shall include the bridge plus grading and/or paving to reach a "touchdown point" determined by the DEPARTMENT. Within the eligible project construction limits, eligible project activities will be limited to actual construction costs.
5. Costs associated with work outside the eligible project construction limits, routine maintenance activities, operations, and monitoring expenses are not eligible. In addition, administrative costs, engineering, inspection, legal, right of way, utility relocations, activities necessary to comply with Federal and State environmental or permit requirements, and fees or interest associated with bonds or loans are not eligible.
6. 100% of the eligible construction project costs incurred after the effective date of this agreement shall be paid from County HBP funds. The RECIPIENT shall pay 100% of the non-eligible project costs. Reimbursed costs will be limited to County HBP funds that are made available to counties through the HBP Funds outlined in 761 Iowa Administrative Code, Chapter 161 and Local Systems Instructional Memorandum [\(I.M.\) 1.100](#) in place at the time of this agreement being fully executed.
7. The RECIPIENT shall pay for all project costs not reimbursed with Highway Bridge Program funds.

8. The RECIPIENT shall let the project for bids through the DEPARTMENT.
9. If any part of this agreement is found to be void and unenforceable, the remaining provisions of this agreement shall remain in effect.
10. It is the intent of both parties that no third-party beneficiaries be created by this agreement.
11. Responsibility for compliance with the Federal and State laws, regulations, policies, or procedures required by this agreement is not assignable without the prior written consent of the DEPARTMENT.
12. The project shall be let to contract within 3 years of the date this agreement is approved by the DEPARTMENT. If not, this agreement may become null and void, unless the RECIPIENT submits a written request for extension to the DEPARTMENT at least 30 days prior to the 3-year deadline. If approved, this agreement may be extended for a period of time as determined by the DEPARTMENT, but not less than 6 months.
13. This agreement and the attached Exhibit 1 constitute the entire agreement between the DEPARTMENT and the RECIPIENT concerning this project. Representations made before the signing of this agreement are not binding, and neither party has relied upon conflicting representations in entering into this agreement. Any change or alteration to the terms of this agreement shall be made in the form of an addendum to this agreement. The addendum shall become 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 its signature below.

RECIPIENT: Marion County

This agreement was approved by official action of the Marion County Board of Supervisors in official session on the

_____ day of _____, _____.

County Auditor

Chair, Board of Supervisors

IOWA DEPARTMENT OF TRANSPORTATION
Highway Administration

By _____
Brian J. Catus, P.E.
Local Systems Field Engineer
Central Region

Date _____.



EXHIBIT 1**General Agreement Provisions for use of Federal Highway Funds on Non-primary Projects**

Unless otherwise specified in this agreement, the RECIPIENT shall be responsible for the following:

1. General Requirements.

- a. The RECIPIENT shall take the necessary actions to comply with applicable State and Federal laws and regulations. To assist the RECIPIENT, the DEPARTMENT has provided guidance in the Federal-aid Project Development Guide (Guide) and the Instructional Memorandums to Local Public Agencies (I.M.s) that are referenced by the Guide. Both are available on-line at: https://www.iowadot.gov/local_systems/publications/im/vpa_ims.htm. The RECIPIENT shall follow the applicable procedures and guidelines contained in the Guide and I.M.s in effect at the time project activities are conducted.
- b. In accordance with Title VI of the Civil Rights Act of 1964 and associated subsequent nondiscrimination laws, regulations, and executive orders, the RECIPIENT shall not discriminate against any person on the basis of race, color, national origin, sex, age, or disability. 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. The RECIPIENT agrees to comply with the requirements outlined in [I.M. 1.070](#), Title VI and Nondiscrimination Requirements, which includes the requirement to provide a copy of the Subrecipient's Title VI Plan or Agreement and Standard DOT Title VI Assurances to the Department.
- c. The RECIPIENT shall comply with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973 (Section 504), the associated Code of Federal Regulations (CFR) that implement these laws, and the guidance provided in [I.M. 1.080](#), ADA Requirements. When bicycle and/or pedestrian facilities are constructed, reconstructed, or altered, the RECIPIENT shall make such facilities compliant with the ADA and Section 504, which includes following the requirements set forth in Chapter 12A for sidewalks and Chapter 12B for Bicycle Facilities of the Iowa DOT Design Manual.
- d. To the extent allowable by law, the RECIPIENT agrees to indemnify, defend, and hold the DEPARTMENT harmless from any claim, 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.
- e. As required by the 2 CFR 200.501 "Audit Requirements," a non-Federal entity expending \$750,000 or more in Federal awards in a year shall have a single or program-specific audit conducted for that year in accordance with the provision of that part. Auditee responsibilities are addressed in Subpart F of 2 CFR 200. The Federal funds provided by this agreement shall be reported on the appropriate Schedule of Expenditures of Federal Awards (SEFA) using the Catalog of Federal Domestic Assistance (CFDA) number and title as shown on the first page of this agreement. If the RECIPIENT will pay initial project costs and request reimbursement from the DEPARTMENT, the RECIPIENT shall report this project on its SEFA. If the DEPARTMENT will pay initial project costs and then credit those accounts from which initial costs were paid, the DEPARTMENT will report this project on its SEFA. In this case, the RECIPIENT shall not report this project on its SEFA.
- f. The RECIPIENT shall supply the DEPARTMENT with all information required by the Federal Funding Accountability and Transparency Act of 2006 and 2 CFR Part 170.
- g. The RECIPIENT shall comply with the following Disadvantaged Business Enterprise (DBE) requirements:
 - i. The RECIPIENT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts.
 - ii. The RECIPIENT shall comply with the requirements of [I.M. 5.010](#), DBE Guidelines.

- iii. The DEPARTMENT's DBE program, as required by 49 CFR Part 26 and as approved by the Federal Highway Administration (FHWA), is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the RECIPIENT of its failure to carry out its approved program, the DEPARTMENT may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).
 - h. Termination of funds. Notwithstanding anything in this agreement to the contrary, and subject to the limitations set forth below, the DEPARTMENT shall have the right to terminate this agreement without penalty and without any advance notice as a result of any of the following: 1) The Federal government, legislature or governor fail in the sole opinion of the DEPARTMENT to appropriate funds sufficient to allow the DEPARTMENT to either meet its obligations under this agreement or to operate as required and to fulfill its obligations under this agreement; or 2) If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the DEPARTMENT to make any payment hereunder are insufficient or unavailable for any other reason as determined by the DEPARTMENT in its sole discretion; or 3) If the DEPARTMENT's authorization to conduct its business or engage in activities or operations related to the subject matter of this agreement is withdrawn or materially altered or modified. The DEPARTMENT shall provide the RECIPIENT with written notice of termination pursuant to this section.
- 2. Programming.**
- a. The RECIPIENT shall be responsible for including the project in the appropriate Regional Planning Affiliation (RPA) or Metropolitan Planning Organization (MPO) Transportation Improvement Program (TIP). The RECIPIENT shall also ensure that the appropriate RPA or MPO, through their TIP submittal to the DEPARTMENT, includes the project in the Statewide Transportation Improvement Program (STIP). If the project is not included in the appropriate fiscal year of the STIP, Federal funds cannot be authorized.
 - b. Upon receipt of Federal Highway Administration (FHWA) authorization a Federal Award Identification Number (FAIN) will be assigned to this project by the FHWA based on a methodology that incorporates identifying information about the federal award such as the federal funding program code and the federal project number. This FAIN will be used to identify this project and award on the federal government's listing of financial assistance awards consistent with the Federal Funding Accountability and Transparency Act of 2006 (FFATA) at usaspending.gov.
 - c. A period of performance for this federal funding award will be established at the time of FHWA authorization. The start date of the period of performance will be the FHWA authorization date. The project end date (PED) will be determined according to the methodology in [I.M. 1.200](#), Federal Funds Management. Costs incurred before the start date or after the PED of the period of performance will not be eligible for reimbursement.
- 3. Design and Consultant Services**
- a. The RECIPIENT shall be responsible for the design of the project, including all necessary plans, specifications, and estimates (PS&E). The project shall be designed in accordance with the design guidelines provided or referenced by the DEPARTMENT in the Guide and applicable I.M.s.
- 4. Environmental Requirements and other Agreements or Permits.**
- a. The RECIPIENT shall take the appropriate actions and prepare the necessary documents to fulfill the FHWA requirements for project environmental studies including historical/cultural reviews and location approval. The RECIPIENT shall complete any mitigation agreed upon in the FHWA approval document. These procedures are set forth in [I.M. 3.020](#), Concept Statement Instructions; [4.020](#), NEPA Process; [4.110](#) Threatened and Endangered Species; and [4.120](#), Cultural Resource Regulations.
 - b. If farmland is to be acquired, whether for use as project right-of-way or permanent easement, the RECIPIENT shall follow the procedures in [I.M. 4.170](#), Farmland Protection Policy Act.

- c. The RECIPIENT 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, the DEPARTMENT, or other agencies as required. The RECIPIENT shall follow the procedures in I.M. [4.130](#), 404 Permit Process; [4.140](#), Storm Water Permits; [4.150](#) Iowa DNR Floodplain Permits and Regulations; [4.190](#), Highway Improvements in the Vicinity of Airports or Heliports; and [4.160](#), Asbestos Inspection, Removal, and Notification Requirements.
- d. In all contracts entered into by the RECIPIENT, and all subcontracts, in connection with this project that exceed \$100,000, the RECIPIENT shall comply with the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act, and all their regulations and guidelines. In such contracts, the RECIPIENT shall stipulate that any facility to be utilized in performance of or to benefit from this agreement is not listed on the Environmental Protection Agency (EPA) List of Violating Facilities or is under consideration to be listed.

5. Right-of-Way, Railroads and Utilities.

- a. The RECIPIENT shall acquire the project right-of-way, whether by lease, easement, or fee title, and shall provide relocation assistance benefits and payments in accordance with the procedures set forth in [I.M. 3.600](#), Right-of-Way Acquisition, and the DEPARTMENT's Right of Way Bureau Local Public Agency Manual. The RECIPIENT shall contact the DEPARTMENT for assistance, as necessary, to ensure compliance with the required procedures, even though no Federal funds are used for right-of-way activities. If Federal-aid will not be used in the cost of acquiring right-of-way, acquisition activities may begin prior to FHWA Environmental Concurrence. However, such acquisitions cannot affect the National Environmental Policy Act (NEPA) decision making process.
- b. If a railroad crossing or railroad tracks are within or adjacent to the project limits, the RECIPIENT shall obtain agreements, easements, or permits as needed from the railroad. The RECIPIENT shall follow the procedures in [I.M. 3.870](#), Work on Railroad Right-of-Way and [I.M. 3.880](#), Federal-aid Projects Involving Railroads.
- c. The RECIPIENT shall comply with the Policy for Accommodating Utilities on City and County Federal-aid Highway Right of Way for projects on non-primary Federal-aid highways. For projects connecting to or involving some work inside the right-of-way for a primary highway, the RECIPIENT shall follow the DEPARTMENT's Policy for Accommodating Utilities on Primary Road System. The RECIPIENT should also use the procedures outlined in [I.M. 3.640](#), Utility Accommodation and Coordination, as a guide to coordinating with utilities.

6. Contract Procurement.

The following provisions apply only to projects involving physical construction or improvements to transportation facilities:

- a. The project plans, specifications, and cost estimate (PS&E) shall be prepared and certified by a professional engineer, architect, or landscape architect, as applicable, licensed in the State of Iowa.
- b. For projects let through the DEPARTMENT, the RECIPIENT shall be responsible for the following:
 - i. Prepare and submit the PS&E and other contract documents to the DEPARTMENT for review and approval in accordance with [I.M. 3.700](#), Check and Final Plans and [I.M. 3.500](#), Bridge or Culvert Plans, as applicable.
 - ii. The contract documents shall use the DEPARTMENT's Standard Specifications for Highway and Bridge Construction. Prior to their use in the PS&E, specifications developed by the RECIPIENT for individual construction items shall be approved by the DEPARTMENT.
 - iii. Follow the procedures in [I.M. 5.030](#), Iowa DOT Letting Process, to analyze the bids received, make a decision to either award a contract to the lowest responsive bidder or reject all bids, and if a contract is awarded, and execute the contract documents in Doc Express.

- c. For projects that are let locally by the RECIPIENT, the RECIPIENT shall follow the procedures in [I.M. 5.120](#), Local Letting Process- Federal-aid.
- d. The RECIPIENT shall forward a completed Project Development Certification (Form 730002) to the DEPARTMENT in accordance with [I.M. 5.050](#), Project Development Certification Instructions. The project shall not receive FHWA Authorization for construction or be advertised for bids until after the DEPARTMENT has reviewed and approved the Project Development Certification.
- e. If the RECIPIENT is a city, the RECIPIENT shall comply with the public hearing requirements of the Iowa Code section 28.12.
- f. The RECIPIENT shall not provide the contractor with notice to proceed until after receiving notice in Doc Express that the Iowa DOT has concurred in the contract award.

7. Construction.

- a. A full-time employee of the RECIPIENT shall serve as the person in responsible charge of the construction project. For cities that do not have any full-time employees, the mayor or city clerk will serve as the person in responsible charge, with assistance from the DEPARTMENT.
- b. Traffic control devices, signing, or pavement markings installed within the limits of this project shall conform to the "Manual on Uniform Traffic Control Devices for Streets and Highways" per 781 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.
- c. For projects let through the DEPARTMENT, the project shall be constructed under the DEPARTMENT's Standard Specifications for Highway and Bridge Construction and the RECIPIENT shall comply with the procedures and responsibilities for materials testing according to the DEPARTMENT's Materials I.M.s. Available on-line at: <http://www.iowadot.gov/er/current/IM/navigation/nav.htm>.
- d. For projects let locally, the RECIPIENT shall provide materials testing and certifications as required by the approved specifications.
- e. If the DEPARTMENT provides any materials testing services to the RECIPIENT, the DEPARTMENT will bill the RECIPIENT for such testing services according to its normal policy as per [Materials I.M. 103](#), Inspection Services Provided to Counties, Cities, and Other State Agencies.
- f. The RECIPIENT shall follow the procedures in [I.M. 6.000](#), Construction Inspection, and the DEPARTMENT's Construction Manual, as applicable, for conducting construction inspection activities.

8. Reimbursements.

- a. After costs have been incurred, the RECIPIENT shall submit to the DEPARTMENT periodic itemized claims for reimbursement for eligible project costs. Requests for reimbursement shall be made at least once every six months, but not more than bi-weekly.
- b. To ensure proper accounting of costs, reimbursement requests for costs incurred prior to June 30 shall be submitted to the DEPARTMENT by August 1.
- c. Reimbursement claims shall include a certification that all eligible project costs, for which reimbursement is requested, have been reviewed by an official or governing board of the RECIPIENT, are reasonable and proper, have been paid in full, and were completed in substantial compliance with the terms of this agreement.
- d. Reimbursement claims shall be submitted on forms identified by the Department along with all required supporting documentation. The DEPARTMENT will reimburse the RECIPIENT for properly documented and certified claims for eligible project costs. The DEPARTMENT may withhold up to 5% of the Federal share of construction costs or 5% of the total Federal funds available for the project, whichever is less. Reimbursement will be made either by State warrant or by crediting other accounts from which payment was initially made. 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 Federal funds withheld.

- e. The total funds collected by the RECIPIENT for this project shall not exceed the total project costs. The total funds collected shall include any Federal or State funds received, any special assessments made by the RECIPIENT (exclusive of any associated interest or penalties) pursuant to Iowa Code Chapter 384 (cities) or Chapter 311 (counties), proceeds from the sale of excess right-of-way, and any other revenues generated by the project. The total project costs shall include all costs that can be directly attributed to the project. In the event that the total funds collected by the RECIPIENT do exceed the total project costs, the RECIPIENT shall either:
 - i. In the case of special assessments, refund to the assessed property owners the excess special assessments collected (including interest and penalties associated with the amount of the excess), or
 - ii. Refund to the DEPARTMENT all funds collected in excess of the total project costs (including interest and penalties associated with the amount of the excess) within 60 days of the receipt of any excess funds. In return, the DEPARTMENT will either credit reimbursement billings to the FHWA or credit the appropriate State fund account in the amount of refunds received from the RECIPIENT.

9. Project Close-out.

- a. Within 30 days of completion of construction or other activities authorized by this agreement, the RECIPIENT shall provide written notification to the DEPARTMENT. The RECIPIENT shall follow and request a final audit, in accordance with the procedures in [I.M. 6.110](#), Final Review, Audit, and Close-out Procedures for Federal-aid, Federal-aid Swap, and Farm-to-Market Projects. Failure to comply with the procedures will result in loss of federal funds remaining to be reimbursed and the repayment of funds already reimbursed. The RECIPIENT may be suspended from receiving federal funds on future projects.
- b. For construction projects, the RECIPIENT shall provide a certification by a professional engineer, architect, or landscape architect as applicable, licensed in the State of Iowa, indicating the construction was completed in substantial compliance with the project plans and specifications.
- c. Final reimbursement of Federal funds shall be made only after the DEPARTMENT accepts the project as complete.
- d. The RECIPIENT shall maintain all books, documents, papers, accounting records, reports, and other evidence pertaining to costs incurred for the project. The RECIPIENT shall also make these materials available at all reasonable times for inspection by the DEPARTMENT, FHWA, or any authorized representatives of the Federal Government. Copies of these materials shall be furnished by the RECIPIENT if requested. Such documents shall be retained for at least 3 years from the date of FHWA approval of the final closure document. Upon receipt of FHWA approval of the final closure document, the DEPARTMENT will notify the RECIPIENT of the record retention date.
- e. The RECIPIENT shall maintain, or cause to be maintained, the completed improvement in a manner acceptable to the DEPARTMENT and the FHWA.



17. Discussion/action:

VA Campus 28E Agreement



AMENDED AND RESTATED

28E AGREEMENT

BY AND BETWEEN

MARION COUNTY, IOWA

AND

CITY OF KNOXVILLE, IOWA

THIS AMENDED AND RESTATED JOINT—28E AGREEMENT (hereinafter “Agreement”) is made and entered into pursuant to Iowa Code Chapters 28E and 403, as of the _____ day of _____, 2024~~3~~ (the “Effective Date”), by and between MARION COUNTY, IOWA (the “County”) and the CITY OF KNOXVILLE, IOWA (the “City”). The County and the City are the “Parties” to this Agreement.

WHEREAS, the Board of Supervisors for Marion County, Iowa, and the City Council of the City of Knoxville, Iowa, have determined it to be in the best interests of their respective constituencies to cooperate in the joint undertaking of a project for the redevelopment of the veteran’s affairs property (the “Project”), which property is legally described in Exhibit A attached hereto and made a part hereof (the “Development Property”); and

WHEREAS, the Parties ~~desire to~~ entered into a contract under Chapters 28E and 403 dated June 29, 2021 in order to define their respective rights and obligations in connection with the Project (“Original Agreement”), which Original Agreement is recorded at Book 2021, Page 4216, of the Marion County Recorder’s records; and

WHEREAS, the Parties desire to amend and restate the Original Agreement to better facilitate completion of the Project.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the County and the City hereby agree as follows:

Section 1. Purpose. The purpose of this Agreement is to provide for the joint exercise of the respective powers of the Parties in connection with the Project, as further described herein, pursuant to the provisions of Iowa Code Chapters 28E and 403 (2023~~4~~).

Section 2. Definitions.

a. Aggregate Maximum Amount means an aggregate amount of Tax Increment Payments (and other payments made under Section 3(c)(iv)) from the City to the County equivalent to the aggregate amount of the County’s Debt Service on the Bonds less any DSL Credits and Property Sale Proceeds Credit.

b. Bonds mean the general obligation bonds and/or capital loan notes ~~to be~~ issued by the County for the purpose of funding the Demolition and Site Preparation.

c. Bonds-specific Debt Service Levy means the debt service levy rate imposed by the County pursuant to Section 331.422(3) for the payment of principal of and interest on the Bonds.

d. Debt Service means the scheduled principal and interest payments (including capitalized interest) related to the Bonds in an amount not to exceed \$16,000,000 as shown on the debt service schedule attached hereto as Exhibit C. ~~The Parties hereby acknowledge that at the time of execution of this Agreement, Exhibit C is populated with an estimated schedule which shall be replaced with the actual schedule established upon the issuance of the Bonds.~~ To the extent that the actual aggregate debt service owed on the Bonds is reduced due to early redemption or refunding, at the sole discretion of the County, then the ~~amount set forth in this definition debt service schedule~~ shall be updated ~~reduced~~ correspondingly.

e. Demolition and Site Preparation means removing the existing buildings and improvements on the Development Property and grading the Development Property in preparation for redevelopment.

f. Development Proposal means a proposal from a private, third party to redevelop a portion of the Development Property in a manner consistent with the Master Plan.

g. DSL Credit means an amount equivalent to the aggregate dollars received by the County through the imposition of the Bond-specific Debt Service Levy on the Incremental Valuation of the Development Property after July 1, 2023.

h. Incremental Valuation means any increased taxable valuation of the Development Property above and beyond the taxable valuation reflected on the property tax rolls as of January 1, 2021.

i. Infrastructure Improvements means streets, storm sewer, sanitary sewer, sidewalks, curbs and gutters, electrical, gas, street lights, telecommunication infrastructure, and other like improvements to be constructed by the City as is reasonably necessary to facilitate the redevelopment of the Development Property in a manner consistent with the Master Plan.

j. Master Plan means Confluence Plan 1 for the development of the Development Property attached hereto as Exhibit B, and any amendment thereto approved by both the County Board of Supervisors and the City Council.

k. Net Sale Proceeds means the proceeds, net of acquisition and transactional costs, received by the City from third-party purchasers for any real estate comprising the Development Property pursuant to transactions authorized under Section 3(f)(ii).

l. Ordinance means the ordinance(s) of the City under which the taxes levied on the taxable portion ~~of the Development~~ Property shall be divided and a portion paid into the City's tax increment fund under the provisions of Iowa Code Section 403.19.

lm. Property Sale Proceeds Credit means an amount equivalent to the proceeds, net of acquisition and transactional costs, received by the County from ~~the City~~ ~~third-party purchasers~~ ~~effor~~ any real estate comprising the Development Property pursuant to transactions authorized under Section 3(f)(ii)(iv).

mn. Tax Increments means the property tax revenues from the Development Property divided and made available to the City under the provisions of Iowa Code Section 403.19 and the Ordinance.

no. Tax Increment Payments means the payments from the City to the County as described in Section 3(c) of this Agreement.

Section 3. Terms for Completion of the Project. The County and the City hereby agree to the following terms for the Project:

a. Urban Renewal/TIF Obligations and Authorizations.

i. The City hereby represents and covenants that:

A. The Development Property is located in one or more urban renewal areas lawfully created by the City under Iowa Code chapter 403;

B. The Development Property is subject to one or more existing Ordinance of the City providing for the division of revenue under Iowa Code Section 403.19, and such division of revenue is not subject to any statutory or voluntary termination date under the law as currently constituted;

C. The City shall not terminate any such urban renewal area or Ordinance without the express written permission of the County during the term of this Agreement; and

D. The City shall timely certify the Tax Increment Payments required by this Agreement as indebtedness under the Ordinance and Iowa Code Section 403.19, and utilize the Tax Increment received from the County pursuant to such certification to make the Tax Increment Payments as and to the extent set forth in this Agreement.

ii. The City agrees and authorizes the County to designate the Development Property as blighted, adopt an urban renewal plan and place the Development Property in an urban renewal area under Chapter 403 of the Code of Iowa, and to proceed with activities authorized under said Chapter. This agreement is intended to meet the requirements of Section 403.17(4) of the Code of Iowa with respect to the urban renewal area to be created by the County within the corporate boundaries of the City.

iii. Notwithstanding subsection (ii), the County agrees that it shall not place an ordinance authorized by Iowa Code Section 403.19 on any portion of the Development Property without the express written consent of that City unless the following conditions are satisfied:

- A. The City is in default under this Agreement following the notice and cure period required by Section 12; and
- B. Less than \$5,000,000, in assessed value has been created by private development on the Development Property as of January 1, 2027; and
- C. The County waives its rights under this Agreement to receive any additional Tax Increment Payments from the City for that portion of the Development Property to be placed in the County's ordinance.

iv. If the conditions in subsection (iii) are satisfied, the City agrees that upon receiving written request from the County, the City shall take all action necessary to allow all of the tax increment generated from valuation increases on the Development Property to flow to the County under the County's TIF Ordinance for the repayment of the Bonds, without claim or interference from the City, until the earlier of: (a) the County providing its express written consent; or (b) the retirement of the Bonds.

b. Demolition and Site Preparation.

~~i. The Parties acknowledge and agree that consistent with the terms of the Original Agreement and this Agreement, the County adopted its urban renewal area described in subsection (a)(ii), issued the Bonds, Conditioned upon the establishment of the County's urban renewal area described in subsection (a)(ii) of this Agreement and the City's compliance with this Agreement, the County will finance and caused the completion of the Demolition and Site Preparation utilizing those financing mechanisms as deemed appropriate by the County in its sole discretion.~~

~~ii. Conditioned on the County completing the necessary financing and securing the necessary funds, the County will complete the Demolition and Site Preparation in as many phases as the County determines is prudent, in its sole discretion.~~

c. Tax Increment Payments.

i. The City agrees, subject to the County being and remaining in compliance with this Agreement, to make annual payments to the County of fifty percent (50%) of the Tax Increment derived from the Development Property ("Tax Increment Payment") beginning June 1 of the first fiscal year material Tax Increment is available to the City, but in no event later than June 1, 2028, and continuing every June 1 thereafter until the earlier of: (A) the County has received the Aggregate Maximum Amount of Tax Increment Payments (and other payments made under Section 3(c)(iv)) from the City; or (B) the City's ability to collect Tax Increment from the Development Property ends pursuant to the provisions of Iowa Code chapter 403, as amended; or (C) June 1, 2058. For the avoidance of doubt, the availability of DSL Credits or Property Sale Proceeds Credits shall

not reduce the amount of any annual Tax Increment Payment; but rather, shall only be used to reduce the Aggregate Maximum Amount pursuant to the terms of this Agreement.

ii. Each Tax Increment Payment is subject to annual appropriation by the City Council. The right of non-appropriation reserved to the City in this Section is intended by the Parties, and shall be construed at all times, so as to ensure that the City's obligation to make future Tax Increment Payments shall not constitute a legal indebtedness of the City within the meaning of any applicable constitutional or statutory debt limitation prior to the adoption of a budget which appropriates funds for the payment of that installment or amount. In the event that any of the provisions of this Agreement are determined by a court of competent jurisdiction to create, or result in the creation of, such a legal indebtedness of the City, the enforcement of the said provision shall be suspended, and the Agreement shall at all times be construed and applied in such a manner as will preserve the foregoing intent of the Parties, and no Event of Default by the City shall be deemed to have occurred as a result thereof. If any provision of this Agreement or the application thereof to any circumstance is so suspended, the suspension shall not affect other provisions of this Agreement which can be given effect without the suspended provision. To this end the provisions of this Agreement are severable.

iii. During the term of this Agreement, the City shall only utilize the 50% of Tax Increment that is not committed to Tax Increment Payments under Section 3(c)(i) for one of the following purposes:

- A. To reimburse the City for the cost of Infrastructure Improvements on the Development Property; or
- B. To incentivize private developers to redevelop the Development Property; or
- C. To accelerate the payment of the Aggregate Maximum Amount to the County.

iv. The City may accelerate the payment of the Aggregate Maximum Amount by providing additional Tax Increment to the County or utilizing other available funds.

d. Joint Committee.

i. The Parties hereby agree to form a Joint Development Committee ("JDC") comprised of the following three (3) members:

- A. A representative of the Marion County Board of Supervisors, as appointed by majority vote of the Board of Supervisors.
- B. A representative of the City Council for the City of Knoxville, as appointed by majority vote of the City Council.
- C. A resident of the City of Knoxville, as unanimously appointed by the other two members of the JDC.

A member may be removed and/or replaced by the same method as he or she was appointed.

ii. Each member of the JDC shall have one vote. The JDC shall only act pursuant to a unanimous vote of all the members of the JDC.

iii. The JDC shall meet as frequently as necessary as it deems necessary to perform the functions set forth below.

iv. The JDC is hereby authorized by the Parties to perform the following functions:

A. Review each Development Proposal for the Development Property presented by the City, and determine whether each proposal is in conformance with the Master Plan and this Agreement.

B. Each Development Proposal must be approved by unanimous vote of the JDC before the City Council may approve any development agreements, site plans, or take other official action to accept or advance the Proposal.

C. If the Development Proposal is not approved by the JDC, the JDC shall provide a written explanation for the rejection, and the Development Proposal may be resubmitted to the JDC in an amended form addressing the issues identified by the JDC.

D. The JDC may request supplemental information or clarification from the City or the developer related to any Development Proposal.

E. The JDC shall report its approval or rejection of the Development Proposal, in writing, to the Board of Supervisors and City Council within sixty (60) days of its receipt of the Development Proposal from the City.

F. If material changes are made to a Development Proposal after approval by the JDC, the revised Proposal must be resubmitted to the JDC for approval consistent with this provision before the City Council may take action to accept or advance the revised Proposal.

v. The JDC shall be terminated upon the termination of this Agreement.

e. **Management of Development.**

i. ~~In consideration of Conditioned on~~ the County's completion of the Demolition and Site Preparation, the City shall be responsible for facilitating the redevelopment of the Development Property, including:

A. The City shall actively market the Development Property and solicit Development Proposals consistent with the Master Plan and this Agreement, and present any Development Proposals to the JDC for review.

B. The City shall take those actions consistent with this Agreement and the law that it deems appropriate, in its sole discretion, to facilitate the completion of Development Proposals approved by the JDC, and shall ensure that the Proposals are completed in a manner consistent with this Agreement and the Master Plan.

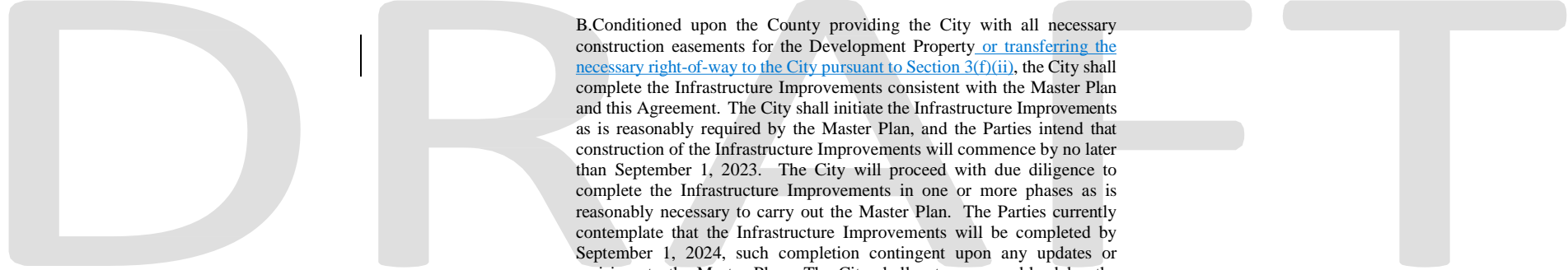
ii. ~~In consideration of Conditioned upon~~ the County's completion of the Demolition and Site Preparation:

A. The City shall, on or before July 1, 2023, certify to the County (and substantiate such certification upon reasonable request of the County) that the City's has available debt capacity or available funds in the amount of not less than \$3,500,000, which debt capacity and funds are available for use for the financing of the Infrastructure Improvements ("Initial Infrastructure Contribution").

B. Conditioned upon the County providing the City with all necessary construction easements for the Development Property or transferring the necessary right-of-way to the City pursuant to Section 3(f)(ii), the City shall complete the Infrastructure Improvements consistent with the Master Plan and this Agreement. The City shall initiate the Infrastructure Improvements as is reasonably required by the Master Plan, and the Parties intend that construction of the Infrastructure Improvements will commence by no later than September 1, 2023. The City will proceed with due diligence to complete the Infrastructure Improvements in one or more phases as is reasonably necessary to carry out the Master Plan. The Parties currently contemplate that the Infrastructure Improvements will be completed by September 1, 2024, such completion contingent upon any updates or revisions to the Master Plan. The City shall not unreasonably delay the completion of the Infrastructure Improvements due to the City's inability or refusal to finance the Infrastructure Improvements or due to the City's failure to proceed in good faith and with due diligence to redevelop the Development Property; provided, however, the Parties acknowledge that the timing and final completion of the Infrastructure Improvements shall be subject to and completed in conjunction with Development Proposals, which may require the adjustment to the timing, scope and financing of the Infrastructure Improvements.

C. The City shall be responsible for retaining appropriate insurance and bonding during the construction of the Infrastructure Improvements, and shall be responsible for insuring, maintaining, and operating all of the completed Infrastructure Improvements.

D. The City is responsible for financing or arranging for the financing of the Infrastructure Improvements; provided however, the Parties acknowledge that the final cost and scope of the Infrastructure



Improvements is uncertain as of the date of this Agreement. The Parties agree to cooperate in good faith to find financing solutions in the event the City is unable to finance the costs of the Infrastructure Improvements, beyond the Initial Infrastructure Contribution, through conventional means and at market rates.

- iii. If the City fails to comply with the provisions of this Section 3(e), then after the notice and cure process outlined in Section 12, and in addition to any other available remedies, the County may exercise one or more of the following remedies:

A. Upon providing written notice to the City, the County may assume the City's role in managing the development process as set forth in Section 3(e)(i).

B. Upon providing written notice to the City, the County shall be entitled to, and the City shall pay to the County, 100% of the Tax Increment (minus any portion of the Tax Increment that is committed to a third party developer pursuant to a development agreement previously approved as set forth in this Agreement and for such period as that commitment continues under the terms of the development agreement) until such time as the Debt Service is retired.

f. Ownership and Transfer of Development Property; Valuation

i. Except as set forth in this Agreement, the County shall retain ownership of the Development Property, and during such ownership shall be responsible for retaining insurance thereon and exercising all obligations of ownership related thereto.

ii. [The Parties acknowledge and agree that the County has provided the City with a construction easement sufficient to allow the City to complete that portion of the Infrastructure Improvements depicted in Exhibit E.](#)

iii. [Conditioned upon the City being and remaining in compliance with this Agreement, the County shall, within sixty \(60\) of the date of this Agreement, for \\$1 and other consideration set forth herein, convey title to the City, in a form acceptable to the City and County, that portion of the Development Property depicted in Exhibit E, provided that:](#)

- A. [The County shall have sole discretion to determine what non-right-of-way portion of the Development Property shall be transferred to the City.](#)
- B. [The City shall sell the non-right-of-way portion of the Development Property conveyed to it by the County to a private third-party developer consistent with a Development Proposal approved pursuant to Section 3\(d\)\(iv\) of this Agreement by the JDC, under such terms and in such](#)

form as is agreed to by the City and County, subject to the completion of all necessary legislative and legal processes.

C. The City shall, immediately upon receipt, transfer to the County the Net Sale Proceeds received by the City from the sale of any portion of the Development Property to a third party.

D. The City shall not use any portion of the non-right-of-way portion of the Development Property for tax exempt purposes absent the express written consent of the County.

Upon the City providing the County with proof of financing for any additional portion of the Infrastructure Improvements and the City initiating the bid letting process for such Infrastructure Improvements, the County shall, for \$1 and other consideration set forth herein, convey title to the City, in a form acceptable to the City and County, that portion of the Development Property comprised of the right-of-way for the additional Infrastructure Improvements and the developable portion of the Development Property that will be directly served by the additional Infrastructure Improvements, provided that such transfer shall be subject to the conditions set forth in A-D above.

~~The County agrees to provide the City with construction easements upon the Development Property, at no additional cost to the City and in a form acceptable to the City and the County, as reasonably necessary for the City to complete the Infrastructure Improvements.~~

~~iii. Upon completion of the Infrastructure Improvements, the County shall dedicate or transfer to the City, at no additional cost to the City and in a form acceptable to the City and the County, the right of way for any streets or roadways completed as part of the Infrastructure Improvements on the Development Property.~~

~~iv. The County shall transfer portions of the Development Property to private third party developers to the extent such transfers are consistent with Development Proposals approved by the JDC, under such terms and in such form as is agreed to by the City and County, subject to the completion of all necessary legislative and legal processes. Upon written request from the City following the completion of such a transfer, the County shall provide the City with a written statement of the Property Sales Proceeds Credit derived from any such transaction; provided, however, that the City shall only make one request associated with each transaction.~~

v. On or before July 1 of each year, beginning July 1, 2024, the City shall calculate the amount of the DSL Credit for the prior fiscal year and provide such calculation for review and approval by the County Auditor, and the County Auditor's determination as to the amount of the DSL Credit for any fiscal year shall be final.

~~iv.~~ Upon the receipt by the County of the Aggregate Maximum Amount of Tax Increment Payments (and other payments made under Section 3(c)(iv)) from the City, as reduced by any Property Sale Proceeds Credits and DSL Credits, the County shall, with the consent of the City, transfer any portion of the Development Property owned by the County to the City, at no additional cost to the City and in a form acceptable to the City and County.

Section 4. Agreement – Method of Approval. The Parties shall approve this Agreement by resolution adopted by action of their respective governing bodies, which resolution shall authorize the Mayor and City Clerk of the City and the Chair and Auditor of the County to execute this Agreement.

Section 5. Agreement – Filing with Secretary of State. When this Agreement has been executed by the Parties, it shall be filed with the Secretary of State of the State of Iowa in accordance with the provisions of Iowa Code Section 28E.8.

Section 6. Agreement – Recording with County Recorder. When this Agreement has been filed with the Secretary of State of the State of Iowa, it shall be recorded in the office of the Marion County Recorder.

Section 7. Effective Date. This Agreement shall be effective from and after the date on which this Agreement is filed and recorded as provided herein (the “Effective Date”).

Section 8. Termination Date. This Agreement shall terminate upon the retirement of the County’s Debt Service, unless terminated earlier pursuant to its terms.

Section 9. No Entity. No separate entity is created hereby.

Section 10. Designated Administrator. The Parties agree that Marion County Auditor shall be designated as the sole administrator of this Agreement for purposes of the filing and reporting requirements outlined by Iowa Code Section 28E.8. Each party shall otherwise separately administer its own activities.

Section 11. Individual Ownership and Responsibility. Except as otherwise explicitly provided herein, each party shall at all times hold and own its respective properties. Each party shall be solely authorized to supervise, direct, and manage their own activities and the activities of their respective employees and agents hereunder. Each party shall retain sole responsibility and liability for its own acts and omissions hereunder and for the acts and omissions of their respective employees and agents hereunder, and each party waives subrogation against the other for all claims, suits, damages, and demands which are covered by any insurance, including but not limited to property, casualty and workers compensation insurance.

Section 12. Early Termination. In the event that either party determines that the other has defaulted in the performance of its obligations hereunder, the aggrieved party may declare that default has occurred and give notice thereof to the defaulting party. Notice of default shall be given in writing, shall specify the nature of the default and the provision of the Agreement involved, and shall specify what action is required of the defaulting party to correct the default. The defaulting party shall have 30 days from the date of its receipt of the notice of default to correct the default. If at the end of said 30-day period, the default has not, in the opinion of the aggrieved party, been corrected, that party may thereupon pursue its remedies as provided herein. In the event of default by one party in the performance of any material provision of this Agreement, the other party may, at its option, after declaring default and giving notice thereof, terminate this

Agreement or seek specific performance of its provisions. A party seeking termination of this Agreement due to a default in performance by the other party shall also be entitled to seek damages for such default.

Section 13. Notices. Any notice, demand or other communication under this Agreement shall be made in writing and shall be dispatched by registered or certified mail, or delivered personally, and

- a. In the case of the County, is addressed or delivered personally to Marion County, Marion County Courthouse, 214 East Main Street, Knoxville, IA 50138; Attn: County Auditor; and
- b. In the case of the City, is addressed to or delivered personally to the City of Knoxville, Knoxville City Hall, 305 S. Third Street, Knoxville, IA 50138; Attn: City Administrator;

or to such other designated individual or officer or to such other address as any party shall have furnished to the other in writing in accordance herewith.

Section 14. Governing Law. This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Iowa now or hereinafter applicable hereto.

Section 15. Entire Agreement. This Agreement, [supersedes the Original Agreement](#), contains the entire Agreement between the Parties hereto, and may not be changed except by an amendment in writing signed by the Parties hereto.

Section 16. No Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any right upon any third party, and the Parties hereto specifically acknowledge, agree and declare that no person is intended to be a third-party beneficiary to this Agreement.

IN WITNESS WHEREOF, the County has caused this Agreement to be duly executed in its name and behalf by the Chairperson of the Board of Supervisors and its seal to be hereunto duly affixed and attested by its Auditor, and the City has caused this Agreement to be duly executed in its name and behalf by its Mayor and its seal to be hereunto duly affixed and attested by its City Clerk, all on or as of the day first above written.

[Remainder of page intentionally left blank; Signature pages follow]

(SEAL)

MARION COUNTY, IOWA

By: _____
[Kisha Jahner](#), Chairperson

ATTEST:

By: _____
Jake Grandia, County Auditor

STATE OF IOWA)
) SS
COUNTY OF MARION)

On this _____ day of _____, 2021~~3~~, before me a Notary Public in and for said State, personally appeared [Mark Raymie Kisha Jahner](#) and Jake Grandia, to me personally known, who being duly sworn, did say that they are the Board of Supervisors Chairperson and County Auditor, respectively, of the County of Marion, Iowa, a political subdivision created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said County, and that said instrument was signed and sealed on behalf of said County by authority and resolution of its Board of Supervisors, and said Chairperson and County Auditor acknowledged said instrument to be the free act and deed of said Municipality, by them voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement – Marion County]

(SEAL)

CITY OF KNOXVILLE, IOWA

By: _____
Brian Hatch, Mayor

ATTEST:

By: _____
Tricia Kincaid, City Clerk

STATE OF IOWA)
) SS
COUNTY OF MARION)

On this _____ day of _____, 2021~~3~~, before me a Notary Public in and for said State, personally appeared Brian Hatch and Tricia Kincaid, to me personally known, who being duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Knoxville, Iowa, a Municipality created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipality, and that said instrument was signed and sealed on behalf of said Municipality by authority and resolution of its City Council, and said Mayor and City Clerk acknowledged said instrument to be the free act and deed of said Municipality by it voluntarily executed.

Notary Public in and for the State of Iowa

[Signature page to Agreement – City of Knoxville]

EXHIBIT A

LEGAL DESCRIPTION OF DEVELOPMENT PROPERTY

The "Development Property" is legally described as follows:

The Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) and a part of the Northwest Quarter (NW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) lying South of the centerline of McGregor Drive, except a portion in the Southeast corner deeded to the State of Iowa for Highway purposes Deed Book 62, page 333, all in Township Seventy-Five (75) North, Range Twenty (20) West of the 5th P.M. in the City of Knoxville, Marion County, Iowa and more particular described as follows: Beginning at the Southwest corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ Section 2; thence North 00°09'30" West 1317.92 feet along the West line thereof to the Northwest corner; thence continuing North 00°09'30" West 68.02 feet along the West line of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ Section 2 to the centerline of the public roadway known as McGregor Drive; thence South 89°22'20" East 560.95 feet along said centerline to the beginning of a 2000 foot radius curve to the right; thence along said curve 151.46 feet, concave Southerly, having chord bearing South 87°12'10" East 151.42 feet; thence South 85°01'55" East 590.67 feet along said centerline to the East line of said NW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence South 00°04'20" West 2.06 feet to the NE corner of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence South 00°04'45" West 1241.30 feet along said East line to the North right of way line of the public roadway known as McKimber Drive; thence South 89°59'00" West 257.00 feet along the North line thereof; thence South 00°01'00" East 75.50 feet to the South line of said SW $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence South 89°59'00" West 1038.10 feet along said South line to the Point of Beginning, containing 40.23 acres and subject to the public roadways along the North and South sides thereof and any and all other easements and restrictions of record. The West line of said Southeast (SE $\frac{1}{4}$) Section 2 is North 00°09'30" West using G.P.S. orientation.

AND

The Southeast Quarter (SE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section Two (2), Township Seventy-Five (75) North, Range Twenty (20) West of the 5th P.M. in the City of Knoxville, Marion County, Iowa except that part along the South and West sides deeded to the public for roadway purposes, Deed Book 62, page 333, and is more particularly described as follows: commencing at the Southeast corner of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ Section 2; thence North 00°17'10" East 77.50 feet along the East line thereof to the Point of Beginning for this description; thence South 89°59'10" West 1229.12 feet along the North line of the public roadway known as McKimber Drive (Iowa Highway No. 5/92 Business); thence North 00°04'45" East 1241.41 feet along the East line of the public roadway known as 118th Place to the North line of said SE $\frac{1}{4}$ of the SE $\frac{1}{4}$; thence North 89°53'10" East 1233.63 feet along the North line to the Northeast corner; thence South 00°17'10" West 1243.59 feet along the East line to the Point of beginning, containing 34.78 acres and subject to the

public roadway along the North side and any and all other easements and/or restrictions of record. The West line of said SE¼ of the SE¼ Section 2 is North 00°04'45" East using G.P.S orientation, excepting that portion being occupied by the Scholterback Cemetery, containing 0.34 acres.

AND

A part of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) and part of the Northwest Quarter (NW 1/4) of the Southwest Quarter (SW 1/4) and part of the Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) and a part of the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) in Section One (1), Township Seventy-five (75) North, Range Twenty (20) West of the 5th P.M. in the City of Knoxville, Marion County, Iowa and more particularly described as follows: Commencing at the Southwest corner of Section 1; thence North 00°17'10" East 77.50 feet along the West line thereof the North line of the public roadway known as Pleasant Street (Iowa Highway No. 5 & 92 Business) and the Point of Beginning for this description; thence continuing North 00°17'10" East 1243.59 feet along said West line to the Northwest corner thereof; thence North 00°16'15" West 330.26 feet along the West line of said NW ¼ of the SW ¼ Section 1; thence North 89°50'30" East 1273.11 feet to the Southwesterly right of way line of the existing railroad; thence Southeasterly 329.27 feet along a 2887.45 foot radius curve, concave Northeasterly, having a chord bearing South 59°30'00" East 329.09 feet; thence South 00°11'20" East 413.27 feet; thence North 89°46'10" East 643.22 feet; thence South 00°06'55" East 313.45 feet; thence North 89°31'05" East 422.47 feet to a line that is 20.00 feet West of the East line of the SW ¼ Section 1; thence South 00°06'55" West 75.00 feet; thence South 89°31'05" West 422.17 feet; thence South 00°06'55" East 366.61 feet to the North line of Cooley and Hansen's Addition; thence North 89°56'00" West 551.12 feet along the North line thereof; thence South 00°02'00" West 289.28 feet along the West line thereof to the North line of Pleasant Street; thence South 89°52'50" West 1626.49 feet along said North line; thence North 00°17'10" East 47.5 feet; thence South 89°52'50" West 33.0 feet to the Point of beginning containing 70.03 acres and subject to any and all easements and/or restrictions of record, the West line of the SW ¼ of the SW ¼ Section 1 is North 00°17'10" West using G.P.S. orientation.

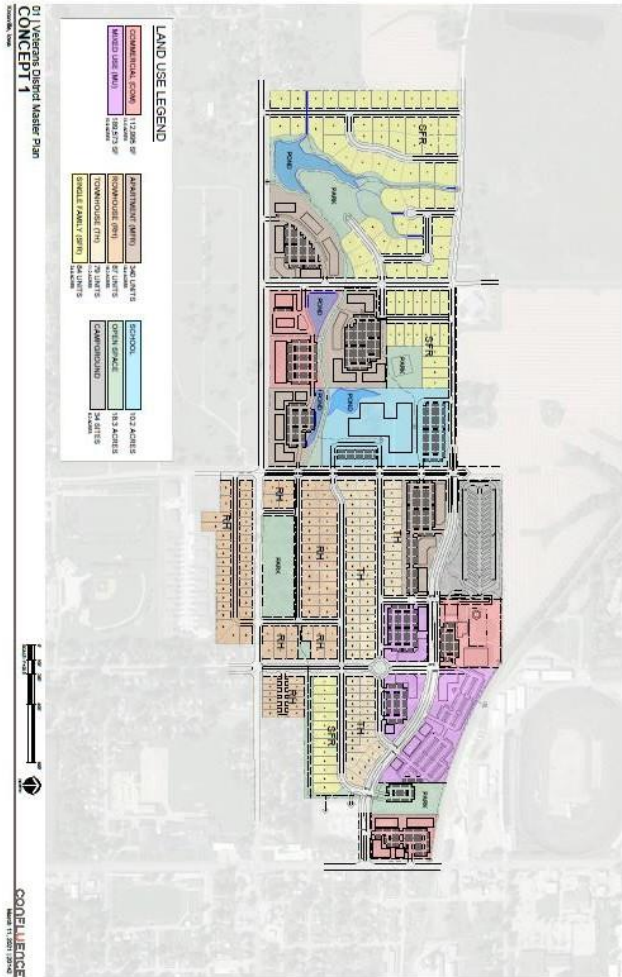
AND

A part of the Northwest Quarter (NW 1/4) of the Northwest Quarter (NW 1/4) Section Twelve (12), Township Seventy-five (75) North, Range Twenty (20) West of the 5th P.M. in the City of Knoxville, Marion County, Iowa and more particularly described as follows: Commencing at the Northwest corner of said NW ¼ of the NW ¼ Section 12; thence South 00°36'15" East 30.00 feet to the Point of Beginning; thence North 89°52'50" East 1157.69 feet along the South line of Pleasant Street to the Northwest corner of Lot one (1) of Block one (1) of Park Lane Addition; thence South 00°29'45" East 250.00 feet along the West line thereof, thence South 89°53'15" West 757.81 feet; thence South 00°12'45" East 101.60 feet;

thence South 89°59'20" West 132.86 feet; thence North 00°01'45" East 131 .21 feet; thence South 89°50'15" West 237.23 feet to the East line of Willetts Drive; thence continuing South 89°50'15" West 30.00 feet to the West line of said NW 1/4 of the NW 1/4 Section 12; thence North 00°36'15" West 221.20 feet along said West line to the Point of Beginning, containing 6.77 acres of which the West 0.15 acres are subject to the public roadway, and subject to any and all other easements and/or restrictions of record. The West line of said NW 1/4 of the NW 1/4 Section 12 is North 00°36'15" West using G.P.S. orientation.

DRAFT

EXHIBIT B
MASTER PLAN



DRAFT

EXHIBIT C
ESTIMATED DEBT SERVICE SCHEDULE



NET DEBT SERVICE

Marion County, Iowa
Taxable General Obligation Capital Loan Notes, Series 2021
Financing for Knoxville VA Property Demolition
Moody's 'Aa3' Rated, Taxable Issue
Callable June 1, 2029 @ Par
- FINAL PRICING -

Period Ending	Principal	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service
06/01/2022		221,685.49	221,685.49	221,685.49	
06/01/2023		247,079.80	247,079.80	247,079.80	
06/01/2024		247,079.80	247,079.80	247,079.80	
06/01/2025	340,000	247,079.80	587,079.80		247,079.80
06/01/2026	390,000	243,979.00	633,979.00		587,079.80
06/01/2027	440,000	239,603.20	679,603.20		633,979.00
06/01/2028	495,000	233,592.80	728,592.80		679,603.20
06/01/2029	550,000	225,890.60	775,890.60		728,592.80
06/01/2030	590,000	216,381.10	796,381.10		775,890.60
06/01/2031	630,000	205,424.90	835,424.90		796,381.10
06/01/2032	655,000	193,209.20	848,209.20		835,424.90
06/01/2033	680,000	179,657.26	859,657.26		848,209.20
06/01/2034	695,000	164,908.06	859,908.06		859,657.26
06/01/2035	725,000	149,277.50	874,277.50		859,908.06
06/01/2036	755,000	132,102.26	887,102.26		874,277.50
06/01/2037	770,000	113,461.30	883,461.30		887,102.26
06/01/2038	790,000	93,680.00	883,680.00		883,461.30
06/01/2039	810,000	72,594.90	882,594.90		883,680.00
06/01/2040	835,000	49,121.10	884,121.10		882,594.90
06/01/2041	860,000	24,922.60	884,922.60		884,121.10
	11,000,000	3,500,730.87	14,500,730.87	468,765.29	14,031,965.58



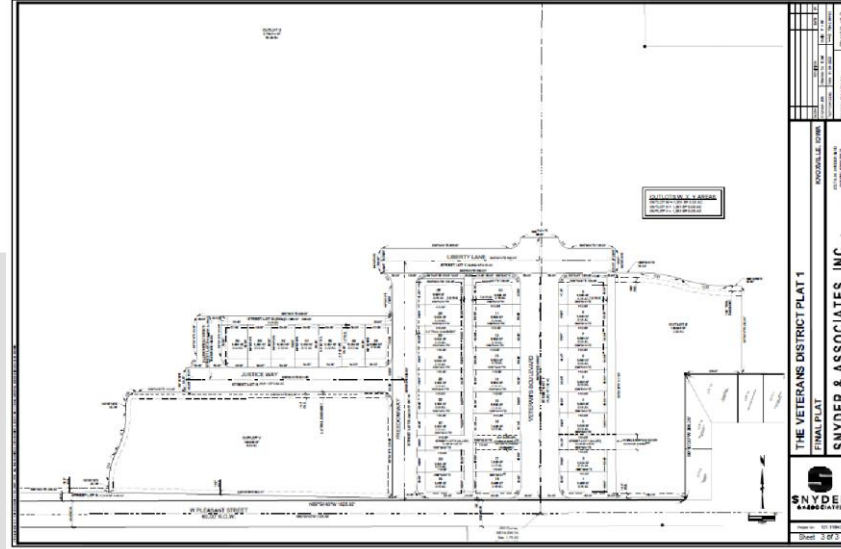
NET DEBT SERVICE
 Marion County, Iowa
 Taxable General Obligation Capital Loan Notes, Series 2021
 Financing for Knoxville VA Property Demolition
 Moody's 'A3' Rated, Taxable Issue
 Callable June 1, 2029 @ Par
 - FINAL PRICING -

Period Ending	Principal	Interest	Total Debt Service	Capitalized Interest Fund	Net Debt Service
08/01/2022		221,685.49	221,685.49	221,685.49	
08/01/2023	340,000	247,079.80	247,079.80	247,079.80	247,079.80
08/01/2024	390,000	247,079.80	247,079.80	587,079.80	587,079.80
08/01/2025	440,000	243,979.00	633,979.00	633,979.00	633,979.00
08/01/2026	495,000	233,592.80	728,592.80	679,603.20	679,603.20
08/01/2027	550,000	228,890.60	775,890.60	728,592.80	728,592.80
08/01/2028	590,000	216,381.10	835,424.90	796,381.10	796,381.10
08/01/2029	630,000	205,424.90	848,209.20	835,424.90	835,424.90
08/01/2030	655,000	193,209.20	859,908.06	848,209.20	848,209.20
08/01/2031	680,000	179,657.26	859,908.06	859,657.26	859,657.26
08/01/2032	680,000	164,908.06	859,908.06	859,908.06	859,908.06
08/01/2033	695,000	149,277.50	874,277.50	874,277.50	874,277.50
08/01/2034	725,000	132,102.26	833,461.30	833,461.30	833,461.30
08/01/2035	750,000	113,481.30	833,461.30	833,461.30	833,461.30
08/01/2036	770,000	93,680.00	832,594.90	832,594.90	832,594.90
08/01/2037	790,000	72,594.90	834,121.10	834,121.10	834,121.10
08/01/2038	810,000	49,121.10	834,121.10	834,121.10	834,121.10
08/01/2039	835,000		834,121.10		834,121.10
08/01/2040	860,000		834,121.10		834,121.10
08/01/2041					834,121.10
	11,000,000	3,500,730.87	14,500,730.87	468,765.29	14,031,965.58

DRAFT

EXHIBIT E

DEPICTION OF INITIAL INFRASTRUCTURE AND RELATED DEVELOPABLE
PROPERTY



[02184690-1\19431-00601848165-1\19431-006](#)

18. Discussion/action:

Marion County Property
104 S. 6th St. Knoxville, IA 50138



**REAL ESTATE APPRAISAL
OF**

Marion County Office Building
104 South 6th Street
Knoxville, Iowa

AS OF:

February 14, 2022

PREPARED FOR:

Marion County Maintenance Department
3014 East Main Street
Knoxville, Iowa

PREPARED BY:

De Heer & Associates, LLC
Rich De Heer
1340 Quebec Street
Knoxville, Iowa

De Heer & Associates, L.L.C.

1340 Quebec Street
Knoxville, Iowa 50138
(641) 828-7820

March 7, 2022

Chris Nesteby
Marion County Maintenance
3014 E. Main
Knoxville, Iowa 50138

In accordance with your request, the undersigned appraiser has personally inspected and appraised the real property located at 104 S 6th St, Knoxville, Iowa.

This report is a complete appraisal and presented in a summary report form according to the Federal Guidelines Uniform Standards of Professional Appraisal Practice (USPAP), Section 2-2. The property rights appraised are the Fee Simple Interest.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended use, intended user, definition of market value or limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.



It is the opinion of this appraiser that the estimated market value of the property as of the date of inspection of February 14, 2022, is:

ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS

(\$165,000.00)

The attached report contains the description, analyses, and supportive data for the conclusions, final estimate of value, descriptive photographs, limiting conditions, and appropriate certifications. Not the statement in the ZONING area of this report. The property is currently zoned R-3 Multi-Family Residential and the current use of the building as well as its design is for commercial office use. The building has been used as an office for several years. If the city of Knoxville does not allow this use to continue or grants a variance for this use the value stated in this report could change due to the zoning restrictions of R-3 Zoning.

Respectfully Submitted:

De Heer and Associates, LLC



Richard L. De Heer, MRA, MFLA, MSA
State Certified General Appraiser
Knoxville, Iowa 50138



19. Discussion/action:

Marion County Township Official's Compensation



20. Board of Supervisor Updates



VII. BOARD OF SUPERVISOR ADJOURNMENT

